Committee of the Whole
and
City Council
Meeting Agenda
April 22, 2024
April 23, 2024
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.

Bentonville residents can make public comments in the following ways:

- Public comments can be made in person at the meeting which is held at 305 SW A Street in Council Chambers.
- Public comments can be submitted by email to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. This email includes the Mayor and City Council email addresses.
- Public comments can be made virtually by registering for the Council meeting at the Zoom link listed below. This requires you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures concerning oral public comments will still apply.

*If you would like to attend the Committee of the Whole Meeting virtually, please register at the following link by 4:00 p.m. on April 22, 2024:
https://us02web.zoom.us/webinar/register/WN_Ds2ljqccQ_-Ulu-zWX87gg

*If you would like to attend the City Council Meeting virtually, please register at the following link by 4:00 p.m. on April 23, 2024:
https://us02web.zoom.us/webinar/register/WN_EZZTbp5hQg2zGMRcuL9qOg

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: April 9, 2024

I. Committee of the Whole - Monday Night Only Items

1. **Street Specifications Disscussion** **Informational**

   Committee of the Whole Street Specifications Amendment 2024 Discussion.

2. **Noise Ordinance Discussion** **Informational**

   Committee of the Whole presentation and discussion of the Noise Ordinance.

3. **Ozark Regional Transit (ORT) Fixed Route Update** **Informational**

   Committee of the Whole presentation for an update to Ozark Regional Transit's fixed routes.

4. **Land Discussion** **Informational**

   Committee of the Whole Land Discussion.

5. **Planning Commission Appointment Process** **Informational**

   Committee of the Whole presentation and discussion of the Planning Commission Appointment Process.

II. New Business - Public Comment to be Heard with Agenda Item

1. **Resolution Endorsing a Temporary Installation of Artworks at City Hall** **Resolution**

   A resolution endorsing the temporary installation of artworks titled "Hawksbill Crag" and "Roark Bluff" by photographer Tim Ernst on public property at City Hall. No budget adjustment is needed.

2. **Resolution Approving a Budget Adjustment to Accept Grant Funds and Donations for the Library** **Resolution**

   Resolution approving a budget adjustment for Bentonville Public Library to accept a grant award from the Illinois River Watershed Partnership, in the amount of $15,000.00, and donations from the Bentonville Library Foundation, in the amount of $370,531.00. A budget adjustment is needed.

3. **Resolution Approving a Budget Adjustment to Reallocate Funds for the Purchase of Library Furniture** **Resolution**

   Resolution approving a budget adjustment for Bentonville Public Library to reallocate funds for the purchase of furnishings needed for the expansion, in an amount not to exceed $1,167,500.00. A budget adjustment is needed to reallocate funds.

4. **Resolution Authorizing an Agreement for the Purchase of Furniture from ImageWorks CI** **Resolution**

   Resolution authorizing an agreement with ImageWorks Commercial Interiors for the purchase of library furnishings for Bentonville Public Library, in an amount not to exceed $490,000.00. No budget adjustment is needed.

5. **Resolution Authorizing an Agreement for the Purchase of Furniture from Innovative Business Interiors** **Resolution**

   Resolution authorizing an agreement with Innovative Business Interiors for the purchase of library furnishings for Bentonville Public Library, in an amount not to exceed $220,000.00 total. No budget adjustment is needed.

6. **Resolution Authorizing an Agreement for the Purchase of Furniture from Evo Business Environments** — **Resolution**

Resolution authorizing an agreement with Evo Business Environments for the purchase of library furnishings for Bentonville Public Library, in an amount not to exceed $170,500.00 total. No budget adjustment is needed.

7. **Resolution Authorizing an Agreement for the Purchase of Furniture from Innerplan** — **Resolution**

Resolution authorizing an agreement with Innerplan for the purchase of library furnishings for Bentonville Public Library, in an amount not to exceed $179,000.00 total. No budget adjustment is needed.

8. **Ordinance to Waive Competitive Bidding for the Purchase of Shore Furniture as Quoted by Innerplan** — **Ordinance***

Ordinance to waive competitive bidding requirements, in an amount not to exceed $55,000.00 for the purchase of Shore furniture as quoted by Innerplan. No budget adjustment is needed.

9. **Resolution Authorizing an Amendment to an Existing Agreement with MSR Design** — **Resolution**

Resolution authorizing an amendment to the existing professional services agreement with MSR Design for the Bentonville Public Library in an amount not to exceed $45,000.00, plus up to $2,000.00 reimbursable costs. No budget adjustment is needed.

10. **Resolution for Approval to Declare Various Items as Surplus** — **Resolution**

Request for approval of a Resolution declaring various items as surplus, to be sold via public Online Auction or disposed of properly at a later date. No budget adjustment is needed.

11. **Public Hearing and Ordinance Vacating Utility Easement (VAC24-0002)** — **Ordinance***

Public Hearing and approval of Ordinance vacating a Utility Easement Vacation located at Lot 10 and Lot 11 of Loesche Subdivision (VAC24-0002).

12. **Resolution authorizing Cloud Migration Services for Citiworks Implementation** — **Resolution**

Resolution authorizing the Mayor and City Clerk to sign a professional services agreement with Timmons Group, in the amount of $399,095.00, for the Citiworks Implementation and Integration. A budget adjustment is required for $68,765.00 of the project cost.

13. **Resolution to Award Bid IFB-24-06 for Soccer Uniforms to Challenger Teamwear** — **Resolution**

Bid award for soccer uniforms for the fall 2024 / spring 2025 season to Challenger Teamwear in the amount of $62,230.00. No budget adjustment is needed.

14. **Resolution Authorizing the Approval to Enter into an Agreement with Events Approval Inc.** — **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Events Approval Inc. for special event requests and approvals software for the City of Bentonville. No budget adjustment is needed.

15. **Resolution Accepting a Walton Family Foundation (WFF) Grant for Bright Road Sidepath** — **Resolution**

Resolution and Budget Adjustment authorizing the Mayor enter into a grant agreement with the Walton Family Foundation in the amount of $1,166,965.00 for the construction and construction administration of SW Bright Sidepath. A budget adjustment is needed to accept and allocate grant funds.

16. **Resolution to Enter into an Agreement with CEI for Construction Administration Services** — **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI in the amount of $80,000.00, for construction observation and administration services for the Bright Road Sidepath Trail. This firm was selected following the City's Purchasing Policy for professional services. No budget adjustment is needed.

17. **Resolution Authorizing Bid Award IFB-24-23 for Bright Road Sidepath Trail** — **Resolution**

Bid Award of IFB-24-23 to 81 Construction, for a total project award of $1,002,038.70, for construction of the SW Bright Road Sidepath. No budget adjustment is needed.

III. Utility Board

1. **Resolution & Budget Adjustment to Purchase Carroll Electric Facilities at 601 Tater Black Road** — **Resolution**

The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts at 601 SW Tater Black for $14,254.84 and a budget adjustment to cover the costs. Approved by Utility Board 5-0. A budget adjustment is needed.

2. **Resolution & Budget Adjustment to Purchase Carroll Electric Facilities on Ginn & Brookside Roads** — **Resolution**

The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts along Ginn Rd. and Brookside Rd. for $149,905.78 and a budget adjustment to cover the costs. Approved by Utility Board 5-0. A budget adjustment is needed.

3. **Resolution & Budget Adjustment to Purchase Carroll Electric Facilities on Motley Road** — **Resolution**

The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts along Motley Rd. for $110,036.07 and a budget adjustment to cover the costs. Approved by Utility Board 5-0. A budget adjustment is needed.

4. **Resolution & Budget Adjustment to Purchase Carroll Electric Facilities On Sears Road** — **Resolution**

The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts along Sears Rd. (between Monringstar Rd. and Nomad Rd.) for $140,332.88 and a budget adjustment to cover the costs. Approved by Utility Board 5-0. A budget adjustment is required.

5. **Resolution to Award Bid IFB-24-29 to Hawk Line Construction & BBC Electrical Services** — **Resolution**

The City of Bentonville recommends awarding IFB 24-29 for on-call General Overhead Construction Services to both Hawk Line Construction Service and BBC Electrical Services per the attached bid tabulation. Approved by Utility Board 5-0. No budget adjustment is needed.

6. **Resolution & Budget Adjustment Authorizing Issuance of a Letter of Credit for the Compost Facility** — **Resolution**

Requesting City Council approval of a resolution authorizing the issuance of a Letter of Credit in the amount of $1,000,000.00 as required by the Arkansas Department of Environmental Quality for the City of Bentonville compost facility. The cost of issuance is $14,000.00 and requires a budget adjustment.

7. **Ordinance Approving a Waiver of Bid for Emergency Repair of a 48" Water Transmission Main** — **Ordinance***

Ordinance waiving the requirement of competitive bidding and entering into an agreement with Crossland Heavy Contractors, Inc. for emergency repair of 48-inch water transmission main located west of South Dixieland Road in Rogers, Arkansas. This is a time and material contract for emergency repair after leak was located by staff. This is not a budgeted item, and a budget adjustment will be required and requested after the project is completed.

8. **Ordinance Approving a Waiver of Bid for Emergency Repair of a 48" Water Transmission Main** — **Ordinance***

Ordinance waiving the requirement of competitive bidding and entering into an agreement with Crossland Heavy Contractors, Inc. for emergency repair of 48-inch water transmission main located west of Arkansas State Hwy 112 north of W. Wallis Road in Cave Springs, Arkansas. This is a time and material contract for emergency repair after water main was damaged. This is not a budgeted item, and a budget adjustment will be required and requested after the project is completed.

IV. Planning

1. **Property Line Adjustment - Lot 24 of Corleys Addition - 206 Southwest F Street (PLA24-0007)** — **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lot 6 Of Corley's Addition And A Vacated Alley Creating New Lot 24 Of Corley's Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Lot Split - Lots 231 and 232 of the Original Town of Bentonville Subdivision - 303 West Central Avenue (LS23-0053)** — **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 147 And The West Half Of Lot 148 Of The Original Town Of Bentonville Subdivision Creating New Lots 231 And 232 Of The Original Town Of Bentonville Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Lot Split - Lots 2 and 3 of School Subdivision - 1801 Southeast J Street (LS23-0063)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 1 Of School Subdivision Creating New Lots 2 And 3 Of School Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Future Land Use Map Amendement - Willey - Residential Estate to High Density Residential (HDR) - 1200 Southwest Elm Tree Road (RZ24-0010)** **Resolution**

The Planning Commission voted 7-0, recommending approval.

A Resolution Amending The City Of Bentonville Future Land Use Map For A Specific Area From Residential Estate To High-Density Residential; And For Other Purposes.

5. **Rezoning - Willey - A-1, Agriculture to R-3, Medium-High Density Multifamily Residential - 1200 Southwest Elm Tree Road (RZ24-0010)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of A-1, Agricultural To R-3, Medium-High Density Multifamily Residential; And For Other Purposes.

6. **Future Land Use Map Amendment - Sponberg - Low-Density Residential to Medium-Density Residential - 202 Southwest D Street (RZ24-0011)** **Resolution**

The Planning Commission voted 6-1, recommending approval.

A Resolution Amending The City Of Bentonville Future Land Use Map For A Specific Area From Low-Density Residential To Medium-Density Residential; And For Other Purposes.

7. **Rezoning - Sponberg - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential - 202 Southwest D Street (RZ24-0011)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

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-2, Downtown Medium-Density Residential; And For Other Purposes

8. **Future Land Use Map Amendment - Greenhouse-Highway 12 LLC - Open Space to General Commercial - Southwest Regional Airport Boulevard and Greenhouse Road (RZ24-0012)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

A Resolution Amending The City Of Bentonville Future Land Use Map For A Specific Area From Open Space To General Commercial; And For Other Purposes.

9. **Rezoning - Greenhouse-Highway 12 LLC - A-1, Agriculture to C-2, General Commercial - Southwest Regional Airport Boulevard and Greenhouse Road (RZ24-0012)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of A-1, Agricultural To C-2, General Commercial; And For Other Purposes.

10. **Future Land Use Map Amendment - Skylight Homes LLC - Agriculture to Medium-Density Residential - 3820 GINN RD (RZ24-0014)** **Resolution**

The Planning Commission voted 7-0, recommending approval.

A Resolution Amending The City Of Bentonville Future Land Use Map For A Specific Area From Agriculture To Medium-Density Residential; And For Other Purposes.

11. **Rezoning - Skylight Homes LLC - R-1, Low-Density Single-Family Residential to R-2, Medium Density Two Family and Townhome Residential - 3820 GINN RD (RZ24-0014)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

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 R-2, Medium Density Two Family and Townhome Residential; And For Other Purposes.

12. **Rezoning - Downtown Bentonville Pocket Community - R-1, Low-Density Single-Family Residential to Planned Residential Development (PRD) - 204 Northeast 7th Street and 606 Northeast A Street (PRD24-0001)** **Ordinance***

The Planning Commission voted 5-1, recommending approval.

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 PRD, Planned Residential Development; And For Other Purposes.

V. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/22/2024	**Submitted By:**	Dennis Birge
Phone:	(479) 271-5964	**For Department(s):**	Transportation
Email:	dbirge@bentonvillear.com		

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:	Street Specifications Discussion
Action Recommendation & Justification:	Committee of the Whole Street Specifications Amendment 2024 Discussion.
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)*

		$ 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
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):

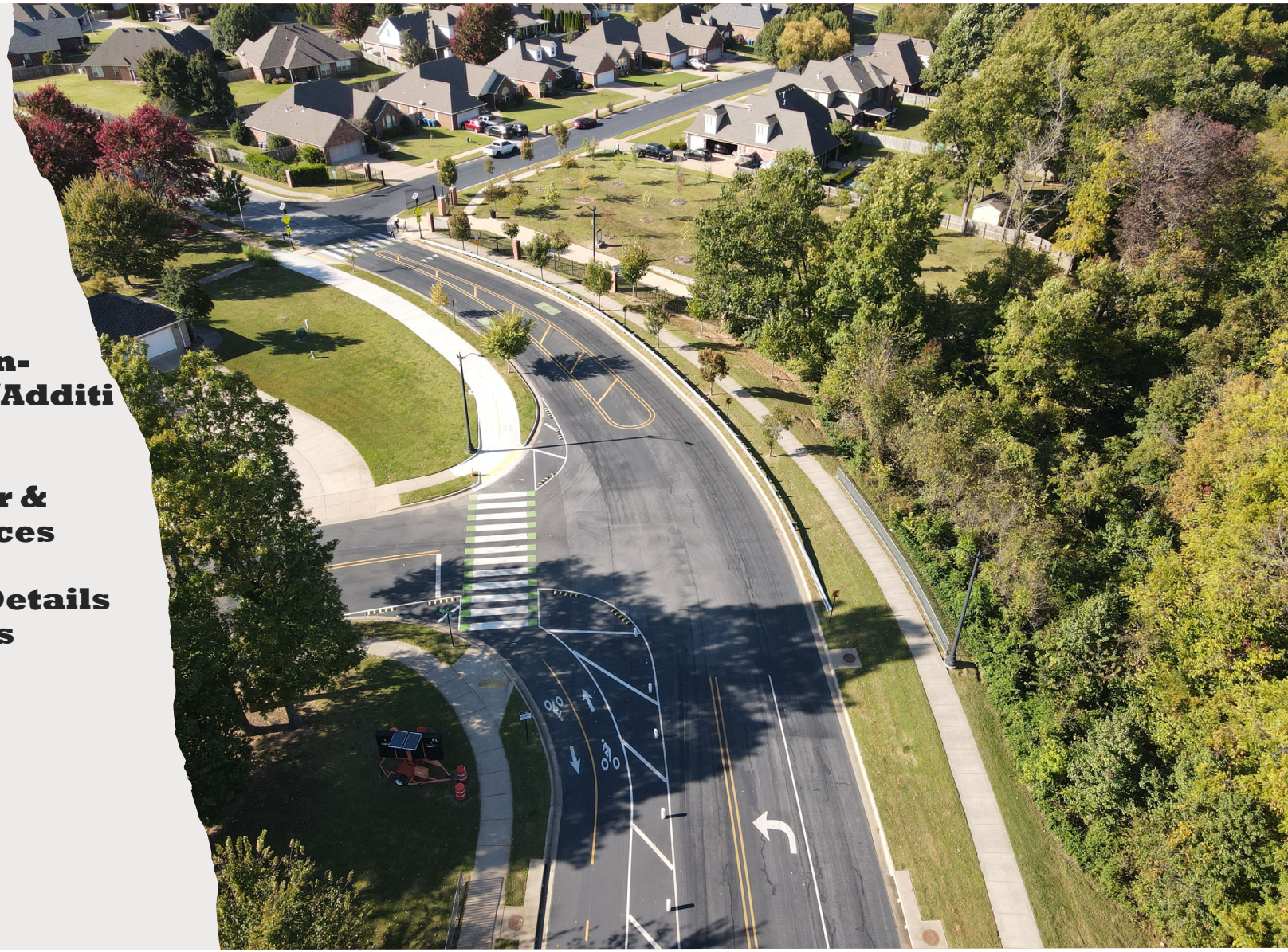
Street
Specification
Amendment
2024
BENTONVILLE
TRANSPORTATION

General Clean-up/Corrections

Definition Clean-up/Corrections/Additions

Correct Chapter & Article References

Added Design Details & Requirements



Proposed Street Specification	Current Street Specifications	Change
100 Definitions	200.9 Definitions	Added Access Management, ACHM, ACI, Alley, Applicant, Code, Construction Costs, Contract Document, Cross Slope, Deceleration Lane, Design Speed, Development, Driveway, Frontage, Issued for Construction Plans, ITE, Lane Width, Lift, Lip, LOS, PC, PCR, Permittee, Phasing Plan, PI, Plans, Pre-Construction MeetingProfessional Engineer (P.E.), Professional Land Surveyor (P.L.S.), Project, Project Supoervisor, PROWAG, PT, Public Improvements, Punch List, Initial, or Final, Record Drawings, Report, Right-of-Way (ROW), Shall, Should, Sidewalks, Sight Distance, Stop Work Order (SWO), Stopping Sight Distance, Structure, Subcontractor, Substantial Completion, SWPPP, Warranty Period, Work. Changed AHTD to ARDOT
200 General Provisions	100 General Provisions	Moved the section and updated the information.
300 Construction Plan Submittal Requirements	300 Design Data and Plan Submission	Added details to the sections noted below.
300.1 General	300.1 General	Remove City Engineer discretion, and reference to water and sewer
300.1.1 Submittal Content		
300.1.2 Engineering Services	NA	Added requirment for documents to be sealed by the Engineer of Record.
300.1.3 Horizontal and Vertical Datum	300.1 Horizontal and Vertical Datum	Changed to reference Article 1000 of the Land Development Code
300.1.4 Design Report	300.2 Design Report	
300.1.5 Additional Requirements	NA	Added notice that additional information may be required for unusual or serious problems.
300.1.6 Plan Revisions	NA	Added instructions for plan revisions.
300.1.7 Incomplete Plans	NA	Added note about incomplete plans.
300.2 General Formatting and Required information	300.4 Plans	Added reference to Article 900 of the Land Development Code. Add requirements for space for a City Appoval stamp, Engineers seal, indemnification statement, scale, dates, north arrow, existing facilities, and a legend.
300.3 Sheet Title Names and Specific Requirements.	NA	Added required information for each sheet in the drawing set.
300.3.4 Street Improvement Details	200.2 Plans and Specifications	Moved and updated references to standard details.

Proposed Street Specification	Current Street Specifications	Change
300.3.5 Traffic Signing and Pavement Markings	NA	Added requirements for signs and markings.
400 Transportation Impact Study	200.8 Need for Traffic Study	Added requirements for who can prepare the TIS, what needs to be included, and when it is required.
500 Street Design and Technical Critera	300.4 Plans, 400 Street Design Principles	Moved sections and added additional design details such as a table for various design information, Medians, and on-street parking. Made changes to match the latest Master Street Plan.
600 Intersections	400.3 Intersections	Moved section and added more technical design details.
700 Pavement Design, Materials, and Report	500 Pavement Design	Moved section and added additional information related to design.
700.10 Street Cuts, Excavations, and Borings	City of Bentonville Street Cut Specifications	Added the existing policy.
800 Traffic Control Devices	400.3 Intersections	Moved section added traffic signal design section.
900 Pedestrian Facilities Design and Technical Criteria	900 Sidewalks	Moved information for pedestrian facilities and added current design criteria.
1000 Bicycle Facilities Design and Technical Critera	900 Sidewalks	Moved information for bicycle facilities and added current design criteria.
1100 Neighborhood Traffic Safety	Traffic calming guidebook	Added the traffic calming guidebook details. Additional guidance and references to NACTO information where available. The Traffic, Safety and Signage committee changed what devices are recommended and conditions where they are applicable.
1101 Residential Traffic Management	City of Bentonville Residential Traffic Management Policy	Added the exiting policy and process flow chart.
1200 Street Inspection and Testing	800 Inspections and Testing	Moved section and updated inspection and testing requirements.
1300 Acceptance, Warranty Procedures and Record Drawings.	200.7 Acceptance by the City, 800.2 Inspections, 900.3 Warranty, 900.5 Warranty	Consolidated information from the various sections.

SPECIFICATION FEEDBACK

- *Clarification of Design Speed vs. Expected Speed Limits*
- *Establish standard phasing of pedestrian signals*
- *Allow for all ped signals to initiate at crossing even if the button is not pressed.*
- *Advanced Pedestrian Timing or Leading Pedestrian interval.*
- *300.3.3 Street Improvement – cross sections – not more than 50'?*
- *TIS discussion and other City requirements*
- *500.6 On Street Parking – 10' width or 9' width?*

MINOR ADMENDMENTS TO THE PROPOSAL:

- 300.3.3 Street Improvements
  - Cross Sections: (typically ~~every~~ not more than 50 feet horizontally…
- 500.6 On-Street Parking
  - Parallel Parking: Change the width from 10’ to 9’ so that we match the MSP
- ?? 400.2.1 When a TIS is Required
  - Would CC like to change the requirements? 60 trips / hour or 5% currently
  - Fayetteville states 100 trips / hour on residential streets or when City Engineer
- Maybe not an amendment, but it should be noted that the intent to apply this code to projects once approved would only be to new projects coming to pre-application meetings. The project that have already been through pre-app would follow the existing guidelines.

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/22/2024	**Submitted By:**	Tyler Overstreet/Ray Shastid
Phone:	(479) 271-3122	**For Department(s):**	Planning/Police
Email:	toverstreet@bentonvillear.com		

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:	Noise Ordinance Discussion
Action Recommendation & Justification:	Committee of the Whole presentation and discussion of the Noise Ordinance.
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)*

		$ 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
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):

Noise Ordinance Review

Ordinance Changes

Cost. This amendment does not impact the city's budget. Purchase of new equipment is not required. Code Enforcement will use older, uncertified sound measurement equipment provided by the Police Department. The Police Department already has certified sound level meters for their investigations.

Recommendation. The Police Department, Code Enforcement, and staff attorneys have reviewed the proposed amendments and recommend approval.

Request. Approval of an amendment to Article 58-V Noise to add a description of the administration partnership between police department and code enforcement and delete *Sec. 58-107 Unreasonable or Excessive Noise Prohibited* which is vague and unmeasurable for enforcement purposes.

Issue	Proposed Solution
Construction noise **Sec 58-106 Administration identifies the Police Department as responsible for enforcing noise regulations. However, because of other responsibilities and duties, a noise complaint may be a lower priority.**	To be more responsive, Code Enforcement has agreed to a provide initial inspection of noise complaints from construction activity per Sec. 58-110(c) during normal daytime work hours. Code Enforcement will share their findings with the Police Department for their determination of further investigation and action.
Sound level equipment **Code Enforcement will need sound measurement equipment and certified sound level meters are expensive.**	Since Code Enforcement is only conducting the initial investigation, certified sound measurement equipment is not necessary. Police Department will use certified sound level meters during further investigation.
Vague regulation **Sec. 58-107 Unreasonable or Excessive Noise Prohibited states "No person shall unreasonably make, continue, or cause to be made or continued, any noise disturbance, including noise of such character, intensity or duration as to be detrimental to the life, health or safety of an individual, or in disturbance of the public peace and welfare." This statement is vague, open to interpretation, and provides no measurable guidance for enforcement.**	Delete Sec. 57-107 Unreasonable or Excessive Noise Prohibited. Measurable criteria is already established within the ordinance that provides the means for enforcement.

Summary of Calls for Service- specific to noise

(excludes disturbances)

2024- Jan 1 to April 15

132 (noise)
84 (barking dog)

2023

402 (noise)
208 (barking dog)

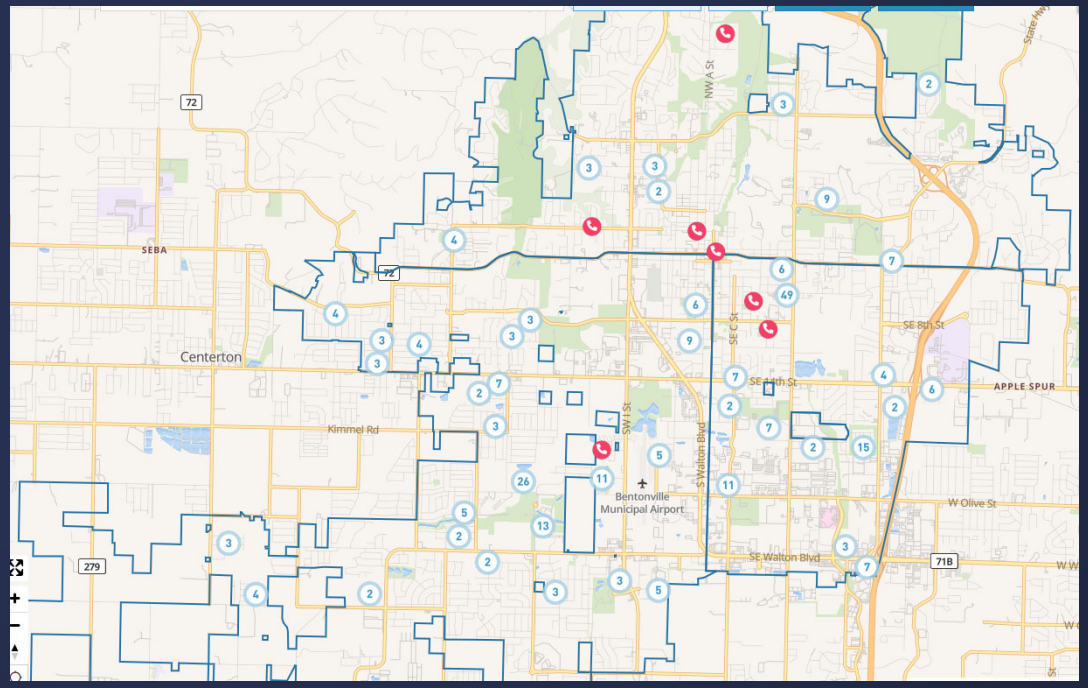
2022

424 (noise)
184 (barking dog)

2021

406 (noise)
199 (barking dog)

Police Map-Jan 1, 2024- April15, 2024



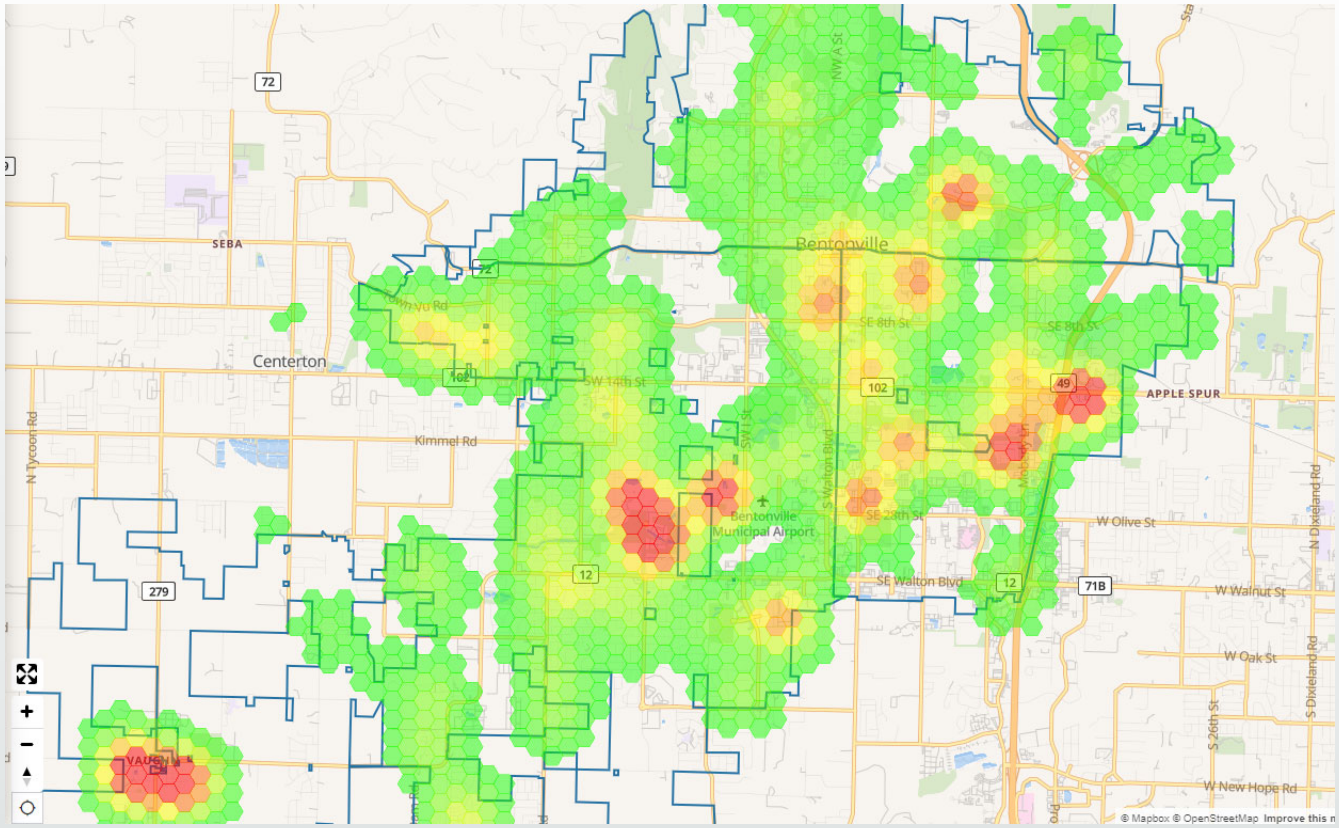
Sec 6-28 Same, Barking

1.It shall be unlawful for any person to allow any dog to disturb any person or neighborhood at any time, night or day, within the corporate limits of the city by loud, unprovoked, frequent or habitual barking, howling, yelping or by making other noises continuously for a period of five (5) minutes. The person reporting such nuisance shall provide their name, address and telephone number and agree to testify in court in order for the report to be considered a valid complaint.

2.Any person convicted of violating this section shall be fined pursuant to section 1-8.

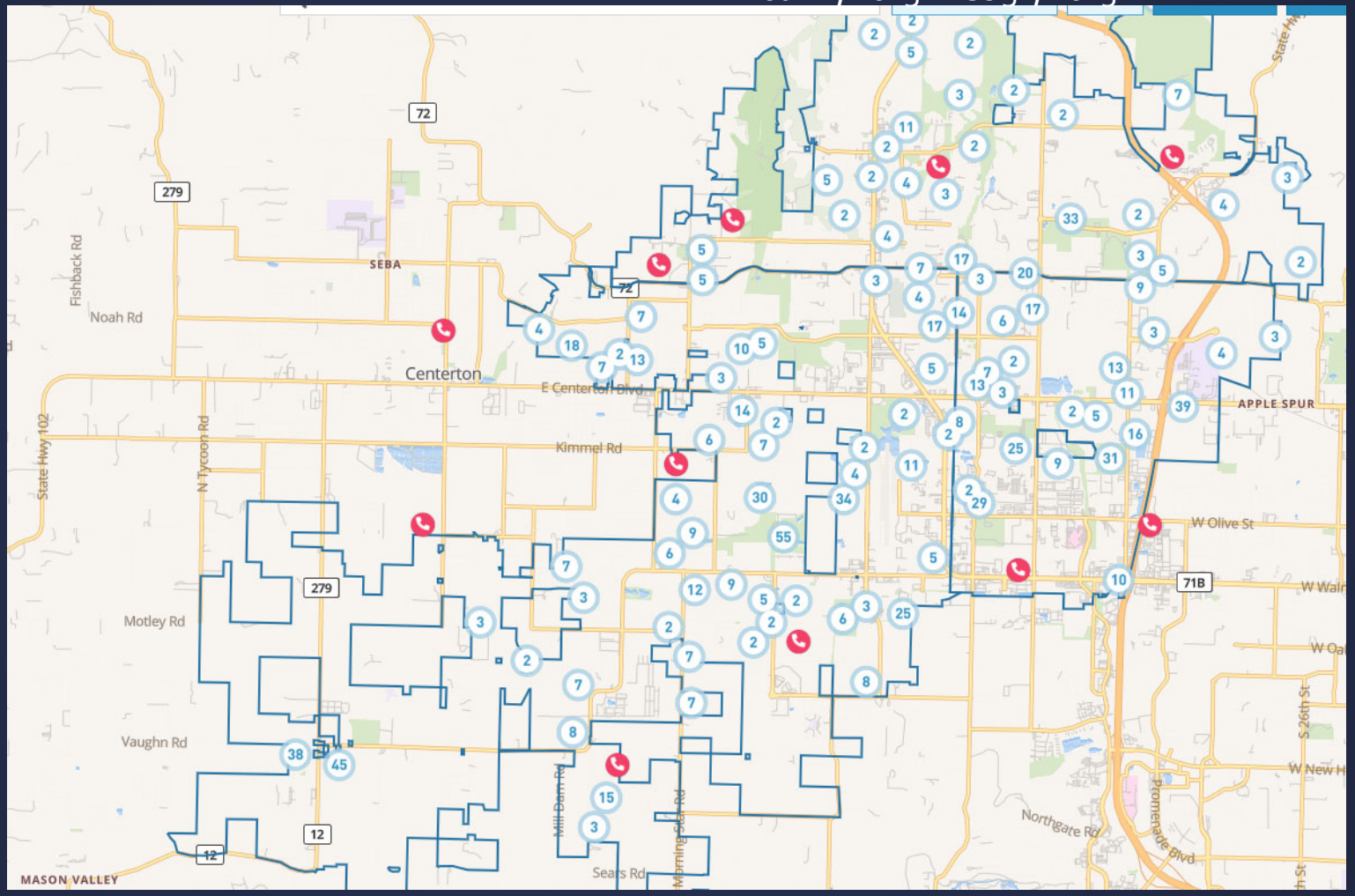
Police Department Overview- Heat Map

Jan 1, 2023- Dec 31, 2023



Red on map when researched is densely populated areas such as apartments and businesses.

Jan 1, 2023- Dec 31, 2023



Each call for service has notes and dispositions that are reviewed as needed. Majority are resolved by voluntary compliance.

Police Department Steps

-Respond to all complaints to determine if a violation has occurred, provide education, seek voluntary compliance, and take enforcement action as needed.

-Conduct routine extra patrols for compliance

-Give warnings to gain compliance

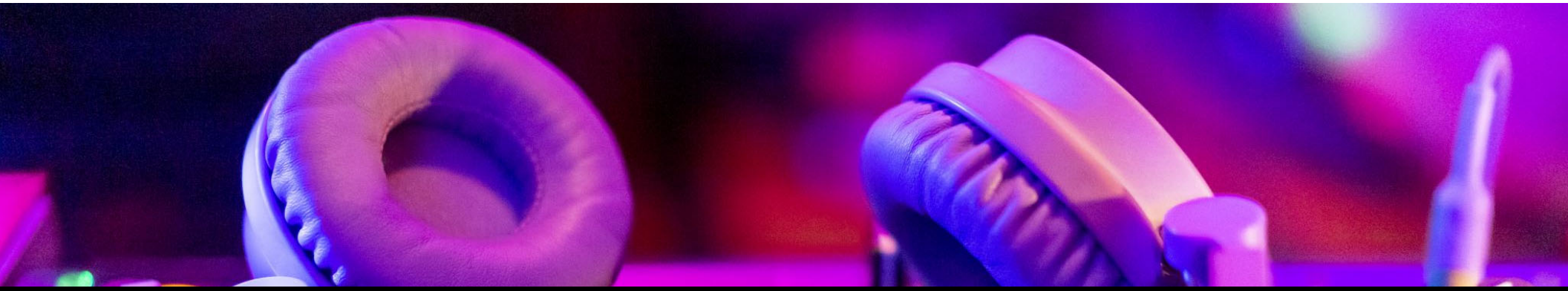
-Issue citations to the business owner or manager on-site as needed.

April 22, 2024 Committee of the Whole

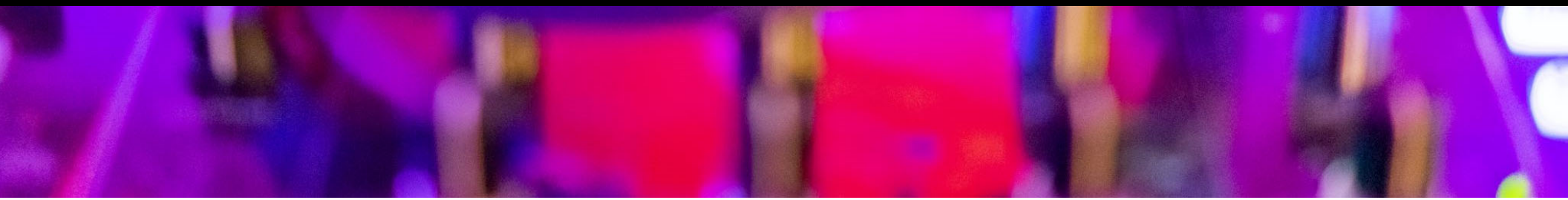
Noise Ordinance Discussion

Comparison City Ordinances

- Rogers
- Springdale
- Fayetteville
- Austin, TX



Planning for Sound and Nightlife



Planning for Sound and Nightlife

- “Planning for Nightlife” APA National Conference, April 13, 2024
- Nightlife can be asset when properly planned and regulated with common-sense approaches
- Nightlife Planning can help support cultural preservation and our small business community
- Any reforms must be compatibility and promote a vibrant community
  - Austin, TX created a land use/zoning category for “performance venues”
  - San Francisco, CA created a residential compatibility ordinance
  - New York City created a licensing program for dancing facilities as opposed to banning them outright
- Strategic, sound management as opposed to noise enforcement
  - By adopting proactive reforms, we can prevent issues before they become them.

Planning for Sound and Nightlife

- Planning Advisory Service, *"Coping with Downtown Noise"*
- Organize for Success – foster a dialogue between local residents, restaurants, and operators
- Update regulations – Design standards and use standards for potentially louder uses
- Provide Education and Assistance – Education to homeowners and operators about how to mitigate conflicts

Planning for Sound and Nightlife

- Planning Advisory Service, “Music Policy and Planning”
- Map music and wider cultural assets – Austin, TX has a map of all permitted outdoor music venues
- Engage stakeholders and community members – facilitate a dialogue to find solutions
- Understand the economic impact of music
- Assess regulations and implement reforms – An intentional approach ensures that sound policies align with the larger community vision
- Write music policy for music purposes

Staff Recommendation

- We will enforce the reforms adopted two weeks ago to the best of our current abilities
- We will study noise and nightlife in detail as part of Plan Bentonville
- Our first step is starting a community conversation with residents and stakeholders
- Complicated issues require comprehensive planning and thoughtful solutions.

PLAN BENTONVILLE

ARTICLE 58-V NOISE

Sec 58-103 Intent
Sec 58-104 Applicability
Sec 58-105 Definitions
Sec 58-106 Administration
Sec 58-107 Repealed
Sec 58-108 Exceptions
Sec 58-109 Limitations By Zoning District
Sec 58-110 Specific Prohibitions
Sec 58-111 Permit For Conditional Use

Sec 58-103 Intent

It is the intent of this article to provide citizens with an environment free from such excess sounds or noises as may jeopardize their health, welfare and safety, or degrade the quality of life.

(Ord. No. 2006-69, § 1(7.48.01), 5-9-2006)

Sec 58-104 Applicability

This article shall apply to the control of all sound and vibration originating within the limits of the city.

(Ord. No. 2006-69, § 1(7.48.02), 5-9-2006)

Sec 58-105 Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Construction means any site preparation, assembly, erection, substantial repair, alteration, or similar action, but excluding demolition, for or of public or private rights-of-way, structures, utilities or similar property.

Decibel (dB) means a unit for measuring the volume of a sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micropascals (20 micronewtons per square meter).

Demolition means any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces, or similar property.

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

Motor vehicle means any vehicle which is propelled or drawn on land by a motor, such as, but not limited to, passenger cars, trucks, truck-trailers, semi-trailers, campers, go-carts, snowmobiles, amphibious craft on land, dune buggies, or racing vehicles, but not including motorcycles.

Motorcycle means an unenclosed motor vehicle having a saddle for the use of the operator and two or three wheels in contact with the ground, including, but not limited to, motor scooters and minibikes.

Noise means any sound which endangers or injures the safety or health of humans or animals, or annoys or disturbs a reasonable person of normal sensitivities, or endangers or injures personal or real property.

Plainly audible means capable of being heard. It is not necessary to distinguish words or melodies. A plainly audible sound may consist of bass alone.

Real property boundary means an imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person, but not including intra-building real property divisions.

Sound means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

Sound level means the weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, B, or C as specified in American National Standards Institute specifications for sound level meters (ANSI S1.4-1971, or the latest approved revision thereof). If the frequency weighting employed is not indicated, the A-weighting shall apply.

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter, and weighting networks used to measure sound pressure levels.

Vibration means an oscillatory motion of solid bodies of deterministic or random nature described by displacement, velocity, or acceleration with respect to a given reference point.

(Ord. No. 2006-69, § 1(7.48.03), 5-9-2006)

Sec 58-106 Administration

(a) *Lead department*. The noise control program established by this article shall be administered by the police department.

(b) *Departmental cooperation*. Code enforcement officers are responsible for observing and reporting to the police department any noise complaints from construction per Sec. 58-110(c) during daytime work hours. All departments and agencies shall cooperate with the lead department to the fullest extent in enforcing these regulations.

(c) *Sound level meter*. Sound level measurements shall be made with a sound level meter Type II or better using the A-weighted scale in conformance with the standards promulgated by the American National Standards Institution (ANSI). The microphone shall be equipped with a wind screen. Code enforcement may use any sound level equipment to determine potential violations that would then be confirmed through the police department's certified equipment.

(d) *Procedure for measurement*. All tests shall be conducted according to the following procedures:

(1) *Complaint-driven*. When the measurement procedure is the result of a complaint, measurements will be taken at the property line of the receiving property.

(2) *Normal monitoring*. When the measurement procedure is in the normal course of monitoring sound, the measurements will be taken at the real property line of the source of the sound.

(3) *Outdoor conditions*. No outdoor measurements shall be taken while winds (including gusts) exceed 15 miles per hour; under conditions that will allow the sound level meter to become wet; or when the ambient temperature is out of range of tolerance of the sound level meter.

(4) *Calibration*. The sound level meter shall be verified and calibrated according to the manufacturer's specifications immediately prior to taking the measurements.

(5) *Meter Placement*. The sound level meter shall be placed a minimum of four feet above the ground or from any reflective surface. The microphone shall be pointed at the sound source.

(6) *Measurements*. Measurements shall include "high", "average" and "low" readings. If the sound level meter does not provide these multiple readings, a minimum of three separate measurements shall be taken at a single location at varying time intervals. The average sound level reading shall be used to determine whether there has been a violation of this ordinance.

(7) *Monitoring report*. The report for each measurement session shall include:

a. The day, date and time of the measurements;

b. Date and time of recent calibration;

c. Temperature and wind speed at time of measurement;

d. Identification of the monitoring equipment;

e. Location, land use, zoning and description of the source;

f. Location, land use and zoning of the listener; and

g. Sound level measurements.

(8) *Extraneous sounds*. If there are extraneous sound sources that are unrelated to the measurements and increase the monitored sound level, the measurement shall be postponed until these noises subside.

(Ord. No. 2006-69, § 1(7.48.04), 5-9-2006)

HISTORY
Amended by Ord. 2020-39 on 2/11/2020
Amended by Ord. 2024-45 on 4/9/2024

Sec 58-107 Repealed

HISTORY
Repealed by Ord. 2024-45 on 4/9/2024

Sec 58-108 Exceptions

The provisions of this article shall not apply to:

(a) The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.

(b) Any facility, vehicles or equipment of the city, county, state or federal government while engaged upon necessary public business.

(c) The use of bells or chimes in conjunction with places of religious worship.

(d) The intentional sounding or permitting the sounding of any fire, burglar or civil defense alarm, siren, whistle or similar stationary or emergency signaling devise for emergency purposes or for testing, provided such testing uses only the minimum cycle test time.

(e) Movement of aircraft which are, in all respects, conducted in accordance with or pursuant to applicable federal laws or regulations.

(f) Activities conducted on or in municipal facilities that are approved, sponsored, or sanctioned by the city.

(g) Any athletic or school related event or activity that occurs on or in school facilities and approved, sponsored, or sanctioned by the school.

(h) A facility used for the production, display, and promotion of indoor and outdoor musical events that has been designed and built with inherent architectural design, landscape, and topography measures to reduce sound to minimal intrusive levels and has been approved by Planning Commission.

(i) Firework displays authorized by the city.

(Ord. No. 2006-69, § 1(7.48.06), 5-9-2006)

HISTORY
Amended by Ord. 2020-39 on 2/11/2020

Sec 58-109 Limitations By Zoning District

(a) *Generally*. No person shall operate or cause to be operated, or permit, contract or allow to be operated on premises of public or private property any identifiable source of sound in such a manner as to create a sound level within the zoning districts shown in table 1 of this subsection, which exceeds the maximum noise levels as set forth in Table 1 as measured at any point on the boundary of the property from which the sound or noise was emanating. A complaint under this section must be brought by a property owner or leaseholder affected by the excessive noise on their property.

TABLE 1	
Residential Zone	
7:00 am – 10:00 pm	60 dB(A)
10:00 pm – 7:00 am	55 dB(A)
Commercial Zone: Sunday – Thursday	
7:00 am – 11:00 pm	70 dB(A)
11:00 pm – 7:00 am	65 dB(A)
Commercial Zone: Friday and Saturday	
7:00 am – 12:00 am	70 dB(A)
12:00 am – 7:00 am	65 dB(A)
Industrial Zone	
7:00 am – 10:00 pm	70 dB(A)
10:00 pm – 7:00 am	65 dB(A)

(b) *District boundaries*. When a noise source can be identified and its noise measured in more than one zoning district, the noise level limits of the most restrictive zoning district shall apply at that district boundary.

(c) *Commercial source*. Notwithstanding the zoning classification of the underlying parcel, restaurants, nightclubs, private clubs, auditoriums, dance halls, and rehearsal studios are defined as commercial sound sources existing in commercial zones for the purposes of this article.

(Ord. No. 2006-69, § 1(7.48.07), 5-9-2006)

HISTORY
Amended by Ord. 2020-39 on 2/11/2020

Sec 58-110 Specific Prohibitions

The following acts, and the causing thereof, are declared to be in violation of this article:

(a) *Radios, loudspeakers and public address systems*.

(1) *Commercial use*. Use, operation or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets from a point of origin located on public or private property, for the purpose of commercial advertising or attracting the attention of the public to any building or structure.

(2) *Noncommercial use*. The use or operation of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets from a point of origin located on public or private property, for a noncommercial purpose shall not be operated in such a manner or at such a volume as to annoy or disturb the quiet, comfort or repose of persons in any office, hospital, dwelling, hotel, or other type of residence in the vicinity and shall be restricted by the limitations of the zoning district set forth in section 58-109.

(b) *Radios, televisions, musical instruments and similar devices*. Operating, playing or permitting the operation or playing of any radio, television, musical instrument, sound amplifier, or similar device which produces, reproduces or amplifies sound in such a manner or with such volume, particularly during the hours between 10:00 pm and 7:00 am, as to annoy or disturb the quietness, comfort or peace of any persons in or around any office, hospital, or in any dwelling, hotel or other type of residence.

(c) *Construction*. Operation of construction, demolition, or excavation equipment; performance of any outside construction or repair work on buildings, structures, or projects; or operation of any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or any other construction-type device in order to erect, demolish, alter, or repair any building, street, or highway within a residential zone or on any property within a radius of 500 feet of a residential zone on Sundays; legal holidays; Monday through Saturday between the hours of 7:00 p.m. and 6:00 a.m. the following day in May, June, July, August and September; and Monday through Saturday between the hours of 6:00 p.m. and 6:00 a.m. during the remainder months of the year. Construction work shall be subject to the maximum noise level limitations specified for industrial zones in section 58-109.

(d) *Motor vehicles and motorcycles*.

(1) *Repair noise*. The repairing, rebuilding, modifying or stationary testing of any motor vehicle, motorcycle, or motorboat in such a manner as to cause a sound plainly audible across any property boundary line between the hours of 10:00 p.m. and 7:00 a.m.

(2) *Sound amplification device*. The operation or occupancy of a vehicle, which is moving or stationary, standing or parked, from which any sound amplification or producing device or similar equipment is creating a sound that is plainly audible at least 30 feet from the source of the sound.

(3) *Engine noise*. The operating or occupancy of a vehicle, which is moving or stationary, standing or parked, from which the engine noise is creating a sound that is in excess of the maximum noise levels established for the time period and zoning districts set forth in section 58-109 when measured at least 30 feet from the source of the sound.

(4) *Horns*. The sounding of any horn or other auditory signaling device on or in any motor vehicle on any public right-of-way or public place, except as a warning of danger.

(e) *Animals*. Noise from animals shall be enforced in accordance with article II of chapter 6.

(Ord. No. 2006-69, § 1(7.48.08), 5-9-2006)

Sec 58-111 Permit For Conditional Use

Any person may apply to the planning commission for a conditional use permit to conduct activities that might otherwise violate this article. Applications shall be submitted to the planning department in accordance with the current planning department policies and procedures for a conditional use permit as set forth in Article 301 Administration and Enforcement of the Zoning Code. The planning commission may impose conditions of approval, including but not limited to, time and geographic area for such activity and sound attenuation measures. The planning commission shall consider such factors as adequate police protection, interference with established businesses and impact to surrounding land uses. Such activities shall include, but not be limited to, functions advancing the arts, holiday festivals, parades, public functions protected by the First Amendment, and election activities.

(Ord. No. 2006-69, § 1(7.48.09), 5-9-2006)

HISTORY
Amended by Ord. 2020-39 on 2/11/2020

ARTICLE II. - NOISE

Footnotes:
*--- (**2**) ---*
***State Law reference—** Power of city to prevent noise, A.C.A. § 14-54-103; disorderly conduct, A.C.A. § 5-71-207.*

Sec. 18-23. - Exemptions.

None of the provisions of this article shall apply to or be enforced against:

(1) Any facility of the city while engaged upon necessary public business.

(2) The necessary warning signals given by operators of police cars, fire trucks or by a licensed physician or ambulance operator while answering an emergency call for medical assistance.

(3) The reasonable use of amplifiers or loudspeakers in the course of public addresses which are noncommercial in character.

(4) Any athletic or school related event or activity which occurs on or in school facilities and has been approved, sponsored, or sanctioned by the school.

(5) Any commercial facility whose primary business is the production, display, and promotion of musical events and whose permanent facility and primary structure has been designed and built with such inherent architectural, design, landscape, and topography measures as to reduce sound to minimally intrusive levels.

(6) Anyone having obtained a special permit as designated in section 18-25 of this Code for the time and/or duration of said permit only.

(Code 1982, § 11-1; Code 1997, § 42-30; Ord. No. 14-22, § 1(Att.), 5-27-2014)

State Law reference— Siren, whistle or bell on emergency vehicle, A.C.A. § 27-37-202.

Sec. 18-24. - Prohibited generally.

(a) Subject to the provisions of this article, no person shall create any unreasonably loud, disturbing and unnecessary noises within the city.

(b) No person shall create noise of such character, intensity or duration as to be detrimental to the life or health of any individual or in the disturbance of the public peace and welfare.

(c) The use of Jake brakes or other similar engine compression retarding devices is prohibited.

(Code 1982, § 11-2; Code 1997, § 42-31; Ord. No. 05-115, § 1, 8-23-2005; Ord. No. 14-22, § 1(Att.), 5-27-2014)

Sec. 18-25. - Permits.

(a) Permits required by this section may be granted and issued by the chief of police upon written application stating the type and purpose of the intended noise and signed by the person responsible for the creation of the intended noise, if permitted.

(b) A special permit may be obtained for the creation of such noise at other hours than those prescribed; and for the creation of any of the noises absolutely prohibited under section 18-26, the permit shall be a special permit for special occasions and for a limited duration.

(Code 1982, § 11-3; Code 1997, § 42-32; Ord. No. 14-22, § 1(Att.), 5-27-2014)

Sec. 18-26. - Unlawful acts enumerated.

The following acts, among others, are declared to be loud, disturbing and unnecessary noises and nuisances and in violation of this article, but this enumeration shall not be deemed to be exclusive:

(1) The maintenance and operation of an outside loudspeaker or public address system transmitting music, advertising or speaking, except upon a permit issued by the chief of police; and notwithstanding the permit, any such loudspeaker or public address system shall not be operated in such a manner or at such volume as to annoy or disturb the quiet, comfort or repose of persons in any office, hospital, dwelling house, hotel, motel or other type of residence or any person in the vicinity. The aforesaid noise, when permitted, shall be restricted to the hours from 8:00 a.m. to:

a. 8:00 p.m. in residential zones, as delineated in chapter 14, article VI, zoning.

b. 11:00 p.m. on all nights but Saturday and 12:00 p.m. on Saturday nights for commercial zones, as prescribed in chapter 14, article VI, zoning.

(2) The sounding of any horn or signal device on any automobile, motorcycle, bus or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control or, if in motion, only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device of any unreasonably loud or harsh sound; and the sounding of such devices for an unnecessary and unreasonable period of time.

(3) The playing of any radio, phonograph, musical instrument or any coin-operated music machine in such manner or in such volume during the hours between midnight and 7:00 a.m. as to annoy or disturb the quiet, comfort or repose of persons in any office or hospital or in any dwelling, hotel or motel or other type residence, or any person in the vicinity.

(4) Yelling, shouting, hooting, whistling or singing, or unnecessary screeching of tires, or unnecessary use of a noisemaking device on the public streets between the hours of 10:00 p.m. and 7:00 a.m. at any time or place so as to annoy or disturb the quiet, comfort or repose

of persons in any hospital, dwelling house, hotel, motel or other type of residence, or of any person in the vicinity.

(5) The keeping of any animal or fowl which, by causing frequent or long continued noise, shall disturb the comfort or repose of any person in the vicinity unless kept in the course of the proper conduct of a legitimate business in a zone where such activity is permitted; and, notwithstanding such permitted exception, the keeping of animals, birds or fowl shall not be allowed to annoy or disturb the quiet, comfort or repose of persons in any hospital, dwelling house, hotel, motel or other type of residence, or of any person in the vicinity.

(6) The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while the same is in session, or adjacent to any hospital, which unreasonably interferes with the workings or sessions thereof; provided, however, that in case of emergencies when the public health, safety or general welfare is in danger, necessary work may be done immediately by first securing a permit from the chief of police if this is obtainable, or if it is not first obtainable, the necessary work may be done and at the first opportunity reported to the chief of police, who shall issue a permit effective retroactively to the beginning of the emergency. Where underground repair or construction work is necessary adjacent to or in the vicinity of a school, an institution of learning, a church, a court or a hospital, the chief of police may issue a permit for the work, the work to be done at reasonable hours to be designated by the chief of police.

(7) The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention, by the creation of noise, to any performance, show, sale or display of merchandise, shall be only by permit, and at no time shall the noise thereby created be in such manner and such volume as to annoy or disturb the comfort or repose of persons in any office, hospital, dwelling house, hotel, motel or other type of residence, or any person in the vicinity.

(8) At any hour of the day or night, the use, operation, or playing of any radio, stereo system, compact disc player, cassette tape player, or any other device capable of sound amplification on:

a. Any motor vehicle located in any public right-of-way, public street or public property, at such a volume as to be plainly audible from a distance of 30 feet or more from said motor vehicle; or

b. Any private property, at such a volume as to be plainly audible from a distance of 50 feet or more from said property's boundary line.

For purposes of subsection (8) of this section, the term "plainly audible" means clearly capable of being heard by a person of normal sensibilities using unaided auditory senses, at a volume level above that of a normal conversation. The term "plainly audible" does not include

sounds which are just barely audible, but shall include without limitation or exclusion, with regard to music, detection of a rhythmic bass reverberating-type sound, beat or cadence.

(Code 1982, § 11-4; Code 1997, § 42-33; Ord. No. 03-40, § 1, 6-10-2003; Ord. No. 14-22, § 1(Att.), 5-27-2014)

State Law reference— Authority of city to abate nuisances, A.C.A. §§ 14-54-103, 14-54-104.

Secs. 18-27—18-54. - Reserved.

ARTICLE III. - NOISE

Footnotes:

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***Editor's note—** Ord. No. 4496, § 1, adopted April 26, 2011, repealed the former article III, §§ 42-51—42-54, and § 2 of Ord. No. 4496 enacted a new article III as set out herein. The former article III pertained to similar subject matter and derived from the Code of 1973, §§ 22-11(a) and 22-11(b); Ord. No. 3110, adopted June 26, 2001; Ord. No. 3224, adopted July 23, 2002; Ord. No. 3245, adopted September 10, 2002; Ord. No. 3286, adopted January 28, 2003; Ord. No. 3729, adopted July 26, 2005; and Ord. No. 4022, adopted January 31, 2007.*

***Cross reference—** Offenses and miscellaneous provisions, ch. 74.*

Sec. 42-51. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Ambient sound level means the total sound pressure in the area of interest including the source of interest.

A-weighting means the electronic filtering in sound level meters that model human frequency sensitivity.

dBA means the A-weighted unit of sound pressure level.

Decibel (dB) means the unit for measurement for sound pressure level at a specified location.

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

Emergency work means any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

Noise disturbance means:

(1) The creating of any unreasonably loud and disturbing sound of such character, intensity, or duration as to be detrimental to the life or health of an individual, or which annoys or disturbs a reasonable person of normal sensitivities.

(2) Owning, keeping, possessing, or harboring any animal or animals that continuously, repeatedly, or persistently, without provocation by the complainant, creates a sound which unreasonably disturbs or interferes with the peace, comfort or repose of persons of ordinary sensibilities.

(3) The creating of any unreasonably loud and disturbing sound by a sound amplification device of such character, intensity, or duration as to be detrimental to the life or health of an individual, or which annoys or disturbs a reasonable person of normal sensitivities.

Sound means a temporal and spatial oscillation in pressure, or other physical quantity in a medium with internal forces that causes compression and rarefaction of that medium, and which propagates at finite speed to distant points.

Sound amplification device means radio, radio receiving set, television, stereo, tape player, cassette player, compact disc player, "boom box," loud speaker, musical instrument, sound amplifier or other devices which produces, reproduces, or amplifies sound.

Sound level means the weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as (a), (b), or (c) as specified in the American National Standards Institute's specification for sound level meters. If the frequency weighting employed is noted indicated, the A-weighting shall apply.

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, or output meter, and weighting network used to measure sound pressure levels.

Sound pressure level means 20 multiplied by the logarithm, to the base of ten, of the measured sound pressure divided by the sound pressure associated with the threshold of human hearing, in units of decibels.

(Ord. No. 4496, § 2, 4-26-11; Ord. No. 4782, § 1, 4-8-14)

Sec. 42-52. - Unreasonable or excessive noise prohibited.

Notwithstanding any other provisions of this chapter, and in addition thereto, it shall be unlawful for any person to make, or continue to cause or permit to be made or continued, any noise disturbance.

(Ord. No. 4496, § 2, 4-26-11)

Sec. 42-53. - Measurements.

Sound level measurements shall be made with a sound level meter type-2 or better using the A-weighted scale in conformance with the standards promulgated by the American National Standards Institute.

(Ord. No. 4496, § 2, 4-26-11)

Sec. 42-54. - Limitations by land use category.

(a) No person shall operate or cause to be operated, or permit, contract or allow to be operated on premises on public or private property any identifiable source of sound in such a manner as to create a sound level within the use districts in table 1 below which exceeds the maximum noise levels as set forth in table 1, which shall be measured for violations at the property line from which the sound is emanating, as well as at the property line of the receiving property. When a

sound source can be identified and measured in more than one use district, the sound level limits of the most restrictive use district shall apply at that district boundary. All complaints will be measured with sound level measuring equipment by the responding officer to a complaint.

TABLE 1

Use Districts	Time	Maximum Noise Levels
All residential zones	7:00 a.m. to 11:00 p.m.	65 dB(A)
All residential zones	11:00 p.m. to 7:00 a.m.	60 dB(A)
All commercial zones	7:00 a.m. to 11:00 p.m.	75 dB(A)
All commercial zones	11:00 p.m. to 7:00 a.m.	70 dB(A)
All industrial zones	7:00 a.m. to 11:00 p.m.	85 dB(A)
All industrial zones	11:00 p.m. to 7:00 a.m.	80 dB(A)

(b) Construction sites will be considered as an industrial zone for purposes of this ordinance.

(c) Nightclubs and restaurants will be considered as commercial zoning for purposes of this ordinance.

(d) If the chief building inspector shall determine that the public health and safety necessitates the issuance of an emergency permit allowing the erection, demolition, alteration, or repair of any building or the excavation of any building when such work might exceed sound levels found in table 1, an emergency permit shall be issued. Such emergency permit shall not exceed 14 days' duration.

(Ord. No. 4496, § 2, 4-26-11)

Sec. 42-55. - Sounds from vehicles.

(a) It is unlawful to operate any sound amplification device from within a vehicle so that the sound is plainly audible at a distance of 30 feet or more from the vehicle, whether in a street, a highway, an alley, parking lot or driveway, whether public or private property, and such is declared to be a noise disturbance in violation of this chapter.

(b) A compression release engine brake, or other hydraulically operated device that converts a power producing diesel or gas engine into a power absorbing retarding mechanism with a correspondingly increased amount of noise emission shall not be engaged or used within the city limits of Springdale, except in the case of failure of the service brake system, adverse weather conditions, or other emergency necessitating the compression release engine brake's use.

(Ord. No. 4496, § 2, 4-26-11)

Sec. 42-56. - Penalties.

Any person convicted of violating the provisions of this chapter shall be subject to the penalties provided in section 1-9 of the Springdale Code of Ordinances.

(Ord. No. 4496, § 2, 4-26-11; Ord. No. 5247 , § 1, 1-23-18)

Sec. 42-57. - Exceptions to chapter.

The following are exceptions to this chapter and such sounds do not constitute a noise disturbance:

(1) Cries for emergency assistance and warning calls;

(2) Emergency response vehicles;

(3) Events sponsored by the Rodeo of the Ozarks held at Parsons Stadium.

(4) Rodeo of the Ozarks parade;

(5) Activities conducted on or in municipal facilities which are approved, sponsored or sanctioned by the city, but this does not apply to lessees at Shiloh Square who use an amplification sound device;

(6) Activities conducted on or in school facilities which are approved, sponsored or sanctioned by the school;

(7) Fire alarms and burglar alarms;

(8) Religious worship activities conducted in a permanent structure in a P-1 zone;

(9) Fireworks displays authorized by the city.

(Ord. No. 4496, § 2, 4-26-11)

Secs. 42-58—42-75. - Reserved.

CHAPTER 96: - NOISE CONTROL

ARTICLE I - GENERAL PROVISIONS

96.01 - Definitions

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Decibel (dB). A unit for measuring the volume of a sound, equal to twenty (20) times the logarithm to the base ten of the ratio of the pressure of the sound measured to the referenced pressure, which is 20 micropascals (20 micronewtons per square meter).

Emergency. Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

Emergency work. Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

Gross vehicle weight rating (GVWR). The value specified by the manufacturer as the recommended maximum loaded weight of a single motor vehicle. In cases where trailers and tractors are separable, the gross combination weight rating (GCWR) which is the value specified by the manufacturer as the recommended maximum loaded weight of the combination vehicle, shall be used.

Motor carrier vehicle engaged in interstate commerce. Any vehicle for which regulations apply pursuant to Section 18 of the Federal Noise Control Act of 1972 (PL92-574), as amended, pertaining to motor carriers engaged in interstate commerce.

Noise. Any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

Noise disturbance. Any sound which:

(1) Endangers or injures the safety or health of humans or animals;

(2) Annoys or disturbs a reasonable person of normal sensitivities; or

(3) Endangers or injures personal or real property.

Public right-of-way. Any street, avenue, boulevard, highway, sidewalk or alley or similar place which is owned or controlled by a government entity.

Public space. Any real property or structures thereon which are owned or controlled by a governmental entity.

Sound level. The weighted sound pressure level obtained by the use of a sound level meter and frequency weighing network, such as A, B, or C as specified in the American National Standards Institute's specifications for sound level meters. If the frequency weighing employed is not indicated, the A-weighing shall apply.

Sound level meter. An instrument which includes a microphone, amplifier, RMS detector, integrator or time average, or output meter, and weighing network used to measure sound pressure levels.

Sound pressure level. Twenty (20) times the logarithm to the base ten of the ratio of the RMS sound pressure to reference pressure of 20 micropascals (20×10^{-6} N/m ^{2}).

Transient sound source. Noise, the source of which is lawn equipment, an implement of husbandry, a domestic power tool, or the repairing, rebuilding, modifying or testing of any motor vehicle or motorcycle.

(Code 1965, §13-8.1(j); Ord. No. 2580, 12-4-79; Ord. No. 2873, 11-2-82; Ord. No. 2911, 4-5-83; Ord. No. 2937, 9-6-83; Code 1991, §96.01)

96.02 - Unreasonable Or Excessive Noise Prohibited; Exceptions

(A) Notwithstanding any other provision of this chapter, and in addition thereto, it shall be unlawful for any person to make, or continue or cause or permit to be made or continued, any noise disturbance.

(B) The provisions of this section shall not apply to:

(1) The emission of sound for the purpose of alerting persons to the existence of an emergency;

(2) The emission of sound in the performance of emergency work;

(3) The movement of aircraft which is in all respects conducted in accordance with, or pursuant to applicable federal laws or regulations;

(4) The use of bells or chimes in conjunction with places of religious worship; and

(5) The intentional sounding or permitting the sounding of any fire, burglar or civil defense alarm, siren, whistle or similar stationary or emergency signaling device, for emergency purposes or for testing, provided such testing uses only the minimum cycle test time.

(C) For the purpose of this section, the use of an amplification devise, radio, television, phonograph, drum, musical instrument or similar devise which produces, reproduces, or amplifies sound shall be deemed annoying or disturbing to a person, reasonably calculated to disturb the peace and

unreasonably offensive and injurious to the public if the sound is produced between the hours of 1:00 a.m. and 8:00 a.m., and is plainly audible a distance of 150 feet or more from the source of the sound.

(1) Plainly audible means any sound produced as set forth above which clearly can be heard at a distance of 150 or more feet. The measurement standard shall be by the auditory senses, based on direct line of sight. Words or phrases need not be discernable and bass reverberations are included.

(2) This provision shall not apply to athletic or school related events.

(D) *Late Night Construction Noise Near Residences.* For the purposes of this section, construction noise from private development construction activity shall be deemed annoying or disturbing to a person, reasonably calculated to disturb the peace and unreasonably offensive and injurious to the public if the sound or noise is produced later than 11:00 p.m. everyday and prior to 7:00 a.m. on all days except Sundays when the "quiet" time shall extend until 9:00 a.m. and is plainly audible at or near any residence (apartment, home, condo, etc.) within 150 yards of the construction activity.

(1) The measurement standard shall be by auditory senses and includes transient construction activity noise sources.

(2) Emergency construction activity to repair or prevent a dangerous condition in order to protect the health, safety and welfare of Fayetteville citizens or the workers on the development project site is exempt from this provision if authorized in advance or ratified later by the Mayor.

(3) This subsection takes precedence over any conflicting and less restrictive noise limitation provisions in §96.04 Limitations By Land Use Category (D) Transient Source and (E) Construction.

(4) A variance pursuant to §96.07 Permit For Variance may also be requested and granted for necessary and temporary after-hours construction activities.

(E) Operating or causing to operate any sound amplification device on or from within any means of conveyance that is regulated by Chapter 117 **Vehicle Related Businesses**, whether motorized or not, so that the sound is plainly audible at a distance of 30 feet or more from the vehicle whether in a street, a highway, an alley, parking lot or driveway, whether public or private property, is prohibited and declared to be a noise disturbance in violation of this chapter.

(Code 1965, §13-8.1(a), (b); Ord. No. 2580, 12-4-79; Ord. No. 2873, 11-2-82; Ord. No. 2911, 4-5-83; Ord. No. 2937, 9-6-83; Ord. No. 4052, §1, 9-2-97; Code 1991, §96.02; Ord. No. 5612, 9-3-13; Ord. No. 6305 , §1, 6-4-2020)

96.03 - Measurements

Sound level measurements shall be made with a sound level meter Type II or better using the A-weighted scale in conformance with the standards promulgated by the American National Standards Institution.

(Code 1965, §13-8.1(k); Ord. No. 2580, 12-4-79; Ord. No. 2873, 11-2-82; Ord. No. 2911, 4-5-83; Ord. No. 2937, 9-6-83; Code 1991, §96.03)

96.04 - Limitations By Land Use Category

(A) No person shall operate or cause to be operated, or permit, contract or allow to be operated on premises on public or private property any identifiable source of sound in such a manner as to create a sound level within the use districts in Table 1 below which exceeds the maximum noise levels as set forth in Table 1 as measured at any point on the boundary of the property from which the sound or noise was emanating. Except between the hours of 10:00 p.m. and 1:00 a.m., a complaint under this section must be brought by a property owner or leaseholder affected by excessive noise on their property.

TABLE 1

Use Districts	Time	Maximum Noise Levels
All residential zones	7:00 a.m. to 11:00 p.m.	60 dB(A)
All residential zones	>11:00 p.m. to 7:00 a.m.	55 dB(A)
All commercial zones	7:00 a.m. to 11:00 p.m.	75 dB(A)
All commercial zones	11:00 p.m. to 7:00 a.m.	70 dB(A)
All industrial zones	7:00 a.m. to 11:00 p.m.	80 dB(A)

All industrial zones	11:00 p.m. to 7:00 a.m.	75 dB(A)

All measurements shall be taken with a sound level meter in its fast or peak level setting.

(B) *District Boundaries.* When a noise source can be identified and its noise measured in more than one use district, the noise level limits of the most restrictive use district shall apply at that district boundary.

(C) *Commercial Source.* Notwithstanding the zoning classification of the underlying parcel, restaurants, night clubs, private clubs, auditoriums, dance halls, and rehearsal studios are defined as commercial sound sources existing in commercial zones for the purposes of this chapter.

(D) *Transient Source.* For a transient sound emanating in any land use category, the peak noise level shall not exceed 20 decibels above the limit set in Table 1 above.

(E) *Construction.* Construction projects shall be subject to the limitations specified for industrial zones for the period of time allowed by the building permit.

(Code 1965, §13-8.1(c); Ord. No. 2580, 12-4-79; Ord. No. 2873, 11-2-82; Ord. No. 2911, 4-5-83; Ord. No. 2937, 9-6-83; Ord. No. 3624, §1, 8-4-92; Ord. No. 3724, §1, 9-21-93; Ord. No. 3926, §1, 10-3-95, Ord. No. 4047, 7-15-97; Code 1991, §96.04)

96.05 - Motor Vehicle And Motorcycle Sound Limit

(A) No person shall operate or cause to be operated a public or private motor vehicle or motorcycle on a public right-of-way or private property at any time and in such a manner that the sound level emitted by the motor vehicle or motorcycle exceeds the level set forth in Table II below.

TABLE II

MOTOR VEHICLE AND MOTORCYCLE SOUND LIMIT

(Measured at 25 Feet From the Near Side of the Nearest Lane Monitored)

	Sound Level in dB		
Vehicle class	Speed limit 35mph or less	Speed limit over 35mph	Stationary Run-up

Motor vehicle carrier engaged in interstate commerce of GVWR or GCWR of 10,000 lbs. or more	86	90	88
Any other motor vehicle or any combination of vehicles towed by any such motor vehicles	78	78	78
Motorcycles	78	78	78

(B) No person shall operate or cause to be operated any motor vehicle or motorcycle not equipped with a muffler or other sound dissipative device in good working order and in constant operation.

(C) No person shall sound any horn or other auditory signaling device on or in any motor vehicle on any public right-of-way or public place, except as a warning of danger.

(D) Operating or causing to operate any sound amplification device from within a vehicle so that the sound is plainly audible at a distance of 30 feet or more from the vehicle whether in a street, a highway, an alley, parking lot or driveway, whether public or private property, is prohibited and declared to be a noise disturbance in violation of this chapter.

(E) No person shall operate or cause to be operated a motor vehicle or motorcycle by rapidly advancing its throttle (revving) such that a noise disturbance occurs.

(Code 1965, §13-8.1(d), (e), (f); Ord. No. 2580, 12-4-79; Ord. No. 2873, 11-2-82; Ord. No. 2911, 4-5-83; Ord. No. 2937, 9-6-83; Ord. No. 3926, §2, 10-3-95; Code 1991, §95.05; Ord. No. 4747, 9-06-05; Ord. No. 5059, 9-18-07)

96.06 - Radios And Loudspeakers Used For Certain Purposes Prohibited

It shall be unlawful for any person to use, operate or permit to be played, used or operated any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets from a point of origin located on private property, for the purpose of commercial advertising or attracting the attention of the public to any building or structure.

(Code 1965, §13-8; Ord. No. 1211, 7-27-59; Code 1991, §96.06)

96.07 - Permit For Variance

(A) *Application; Issuance.*

(1) The Mayor shall have the authority to issue a permit, upon a showing of undue hardship, for a variance from the provisions of this section upon a showing by the applicant that:

(a) Additional time is necessary for the applicant to alter or modify his activity or operations to comply with this section; or

(b) The activity, operation or noise source will be of a temporary duration and cannot be done in a manner that would comply with this section; and

(c) No reasonable alternative is available to the applicant.

(2) An application for a variance permit shall be in writing on a form prescribed by the Mayor. In issuing a variance permit, the Mayor may impose reasonable conditions or requirements necessary to minimize adverse effects upon the surrounding neighborhood. For events to be attended by the public, the written application for a variance shall be filed with the Mayor a minimum of fourteen (14) days prior to the date on which a variance is requested.

(B) *Denial; Appeal.* An applicant who is denied a variance by the Mayor may appeal to the Fayetteville City Council by filing written notice of appeal with the City Clerk within ten (10) days from the date of the Mayor's decision. The notice of appeal shall specifically state the reasons why the applicant considers the Mayor's findings and decision to be in error.

(Code 1965, §13-8.1(g); Ord. No. 2580, 12-4-79; Ord. No. 2873, 11-2-82; Ord. No. 2911, 4-5-83; Ord. No. 2937, 9-6-83; Code 1991, §96.07)

96.08 - Order In Lieu Of Notice Of Violation

(A) In lieu of issuing a notice of violation, a Noise Control Officer responsible for enforcement of any provision of this section may issue an order requiring abatement of any source of sound alleged to be in violation of this section within a reasonable time period. An abatement order shall not be issued when the Noise Control Officer has reason to believe that there will not be compliance with said order.

(B) A violation of any provision of this section shall be cause for a notice of violation to be issued by the Noise Control Officer.

(Code 1965, §13-8.1(i); Ord. No. 2580, 12-4-79; Ord. No. 2873, 11-2-82; Ord. No. 2911, 4-5-83; Ord. No. 2937, 9-6-83; Code 1991, §96.08)

96.09 - Compression Release Engine Brake

(A) A compression release engine brake, or other hydraulically operated device that converts a power producing diesel or gas engine into a power absorbing retarding mechanism with a correspondingly increased amount of noise emission shall not be engaged or used within the city limits of Fayetteville except in the case of failure of the service brake system, adverse weather conditions, or other emergency necessitating the compression release engine brake's use.

(B) Fire trucks, and those municipal vehicles equipped with the Quiet Brake and Silent Partner System are exempted from the requirements of this section.

(Ord. No. 5132, 4-15-08; Ord. No. 5228, 3-17-09)

96.10—96.98 - Reserved

96.99 - Penalty

The violation of any provision of this chapter shall be punished by a fine of not more than $500.00 or double that sum for each repetition of such violation. If the violation is, in its nature, continuous in respect to time, the penalty for allowing the continuation thereof shall not exceed $250.00 for each day that the same is unlawfully continued.

(Code 1965, §13-8.1(h); Ord. No. 2580, 12-4-79; Ord. No. 2873, 11-2-82; Ord. No. 2911, 4-5-83; Ord. No. 2937, 9-6-83; Code 1991, §96.99)

CHAPTER 9-2. - NOISE AND AMPLIFIED SOUND.

ARTICLE 1. - GENERAL PROVISIONS.

§ 9-2-1 - DEFINITIONS.

In this chapter:

(1) ACCOUNTABLE OFFICIAL means the City officer or employee designated by the city manager with a particular administrative or enforcement responsibility under this chapter.

(2) C-WEIGHTING means a frequency response adjustment of a sound level meter with a "C-weighting" filter, as defined by the American National Standards Institute, that analyzes the sound source signal with approximately equal weight to all frequencies. Measurements made with this weighting are designated "dBC."

(3) DECIBEL means sound pressure level as measured by a sound level meter using the "A" weighting network and either the slow or fast meter response as specified by the American National Standards Institute.

(4) GOOD NEIGHBOR POLICY means a set of good business practices required as a condition of an Outdoor Music Venue permit issued under this chapter.

(5) MOBILE RESPONSE CODE means a two-dimensional bar code that can be read through applications available on a smartphone or other mobile device and linked to information available online.

(6) MUSIC OFFICE means the division or working group of a city department designated by the city manager with advisory and administrative functions related to permitting of outdoor live music.

(7) NOISE means sound which:

(a) is louder than that permitted in this chapter, or

(b) disturbs a reasonable person of normal sensibilities.

(8) OUTDOOR MUSIC VENUE means a commercial property where sound equipment is used to amplify sound that is not fully enclosed by permanent, solid walls and a roof.

(9) RED RIVER CULTURAL DISTRICT means the area:

(A) that begins at the intersection of 7th Street (East) and the west bank of Waller Creek;

(B) north along the west bank of Waller Creek to 11th Street (East);

(C) west along 11th Street (East) to Red River Street;

(D) north along the east side of Red River Street to 12th Street (East), including the property located at the northeast corner at the intersection of 12th Street and Red River Street;

(E) south along the west side of Red River Street to 11th Street (East);

(F) west along 11th Street (East) to Trinity Street;

(G) south along Trinity Street to 9th Street (East);

(H) east along 9th Street (East) to Neches Street;

(I) south along Neches Street to 7th Street (East); and

(J) east along 7th Street (East) to the west bank of Waller Creek, the place of beginning.

(10) RESPONSIBLE PARTY means a sound engineer, audio professional, or other person authorized to make decisions regarding the use of sound equipment permitted under this chapter.

(11) SIXTH STREET DISTRICT means the area:

(a) that begins at the intersection of IH-35 and Fifth Street (East);

(b) north along IH-35 to the intersection of Seventh Street (East);

(c) west along Seventh Street (East) to Congress Avenue;

(d) south along Congress Avenue to Fifth Street (East);

(e) east along Fifth Street (East) to IH-35, the place of beginning.

(12) SOUND EQUIPMENT means a loud speaker, public address system, amplification system, or other sound producing device.

(13) SOUND IMPACT PLAN means a plan required in connection with approval of an Outdoor Music Venue permit under Section 9-2-39 (*Outdoor Music Venue Permit*).

(14) SPECIAL EVENTS OFFICE means the division or working group of a city department designated by the city manager with planning, coordinating, and overseeing special events requiring city approval.

(15) SPRING FESTIVAL SEASON means Friday of the second week in March through Sunday during the third week of March, unless the city manager designates an alternate ten-day period for a particular year.

(16) TEMPORARY CHANGE OF USE PERMIT means a permit issued by the building or fire code official to authorize a temporary increase in occupancy levels allowed by applicable technical codes for a property or structure.

(17) TEMPORARY EVENT IMPACT PLAN means a plan required in connection with approval of a temporary event permit under Section 9-2-52 (*Temporary Event Impact Plan*).

(18) TEMPORARY USE PERMIT means a permit issued by the Planning and Development Review Department under Chapter 25-2, Article 6 (*Temporary Uses*) to authorize a temporary activity not otherwise allowed as a principal or accessory use in a base zoning district.

(19) WAREHOUSE DISTRICT means the area:

(a) that begins at the intersection of Congress Avenue and Cesar Chavez Street;

(b) north along Congress Avenue to Fifth Street (West);

(c) west along Fifth Street (West) to Guadalupe Street;

(d) south along Guadalupe Street to Cesar Chavez Street; and

(e) east along Cesar Chavez Street to Congress Avenue, the place of beginning.

(20) WATERCRAFT means a boat or other structure designed to float on water, and includes a barge, marina, or similar floating object.

Source: 1992 Code Section 10-5-1; Ord. 031023-13; Ord. 031211-11; Ord. 20090312-017; Ord. 20090226-028; Ord. 20091105-026; Ord. 20110210-029; Ord. 20110609-039; Ord. 20111215-055; Ord. 20130822-033;Ord. No. 20141106-021, Pt. 1, 11-17-14; Ord. No.20180426-008, Pt. 2, 5-7-18.

§ 9-2-2 - APPLICABILITY.

(A) This chapter does not apply to:

(1) an employee of a governmental entity engaged in the employee's official duty;

(2) a person at a stadium or ball-park during a sports event;

(3) a person at an authorized parade or street event;

(4) a person operating a bell for a religious activity;

(5) a person operating an emergency vehicle; or

(6) a person operating an audible warning device on a vehicle or train as required by state law.

(B) This article does not apply to a person issued a permit that authorizes the use of sound equipment.

Source: 1992 Code Section 10-5-2; Ord. 031023-13; Ord. 031211-11.

§ 9-2-3 - GENERAL RESTRICTIONS.

(A) A person may not:

(1) use or permit the use of sound equipment at a business in excess of the decibel limits prescribed by this chapter;

(2) make noise or play a musical instrument audible to an adjacent business or residence between 10:30 p.m. and 7:00 a.m.;

(3) operate a machine that separates, gathers, grades, loads, or unloads sand, rock, or gravel within 600 feet of a residence, church, hospital, hotel, or motel between 7:00 p.m. and 6:00 a.m., except for the installation of concrete as authorized under Section 9-2-21 (*Permit for Concrete Installation During Non-Peak Hour Periods*);

(4) use or authorize or allow the use of a vehicle, equipment, attachment, or device associated with a vehicle, for cold hold, refrigeration, or freezing of any consumable food or beverage product, including water in any form such as consumer ice or ice used to refrigerate food or beverage, between 7 p.m. and 6 a.m. if noise or sound originating from the vehicle or any associated equipment (such as an engine or generator, equipment, attachment, trailer or device) is audible or causes vibration at a residence;

(5) operate sound equipment in a vehicle audible or causing a vibration 30 feet from the equipment; or

(6) operate sound equipment in a watercraft audible or causing a vibration 100 feet from the equipment.

(B) It is an affirmative defense to a violation of this section that:

(1) the audible sound or vibration occurred when the vehicle or associated equipment or device was being actively loaded, unloaded, or serviced in a manner that complied with all applicable codes, ordinances, and regulations;

(2) the audible sound or vibration:

(a) occurred when the use of the vehicle or associated equipment or device occurred for a period of 48 hours or less on or adjacent to the premises of a business licensed by the health authority to prepare, serve, or sell consumable food or beverage items; and

(b) that the use was the minimum necessary for the licensee to achieve or maintain temporary cold hold, refrigeration, or freezing of potential hazardous food products because of a documented emergency at the licensed premises, such as an equipment or utility failure or malfunction that prevented or compromised the compliant operation of equipment necessary for food safety; or

(3) at least 48 hours in advance of the alleged conduct:

(a) the person charged obtained consent to the noise or vibration, as described in this chapter, from at least one adult resident of each affected dwelling unit located on a property within 600 feet of the location where vibration or sound was apparent; and

(b) the consent was provided in writing, on a form approved by the City.

(C) The City Manager may authorize a department to adopt rules under § 1-2 (*Adoption of Rules*) to implement, administer, enforce, or comply with Chapter 9-2.

(D) Violation of Chapter 9-2 or any rule adopted under § 1-2 pursuant to Chapter 9-2 is a violation of City Code, chargeable as a Class C misdemeanor by a fine upon conviction not to exceed $500. Proof of a culpable mental state is expressly waived.

Source: 1992 Code Section 10-5-3; Ord. 031023-13; Ord. 031211-11; Ord. 20080618-036; Ord. 20091105-026; Ord. 20110609-039; Ord. 20111215-055.

§ 9-2-4 - RESTRICTION ON DECIBEL LEVEL.

A person may not operate sound equipment at a business that produces sound:

(1) in excess of 85 decibels between 10:00 a.m. and 2:00 a.m., as measured at the property line of the business; or

(2) is audible at the property line of the business between 2:00 a.m. and 10:00 a.m.

Source: 1992 Code Section 10-5-4; Ord. 031023-13; Ord. 031211-11.

§ 9-2-5 - RESTRICTION ON USE OF SOUND EQUIPMENT IN A RESIDENTIAL AREA.

(A) This section applies to property zoned as residential under Section 25-2-32(B) (*Zoning Districts and Map Codes*).

(B) A person may not use sound equipment that produces sound audible beyond the property line of a residence in a residential area between 10:00 p.m. and 10:00 a.m.

(C) A person may not use sound equipment audible beyond the property line of a residence in a residential area that produces sound in excess of 75 decibels.

Source: 1992 Code Section 10-5-5; Ord. 031023-13; Ord. 031211-11.

ARTICLE 2. - PERMITTING AND OPERATIONAL REQUIREMENTS.

Division 1. - General Provisions

§ 9-2-11 - PERMIT REQUIRED.

A person must obtain a permit to:

(1) operate sound equipment audible to the public as prescribed by this article, Chapter 8-1, Article 4 (*Restrictions on Amplified Sound*), and Section 14-8-34 (*Permit Required for the Use of Sound Equipment*); or

(2) deliver, finish, place, or pour concrete between 7:00 p.m. and 6:00 a.m. in the Central Business District (CBD) base zoning district at property located within 600 feet of a residence, church, hospital, hotel, or motel.

Source: Ord. 20110210-029.

§ 9-2-12 - APPLICATION REQUIREMENTS.

(A) A person seeking a permit to operate sound equipment must complete and file a written application for a permit with the accountable official on a form approved by the accountable official and pay the application fee established by ordinance.

(B) In addition to any other information required by this chapter, an application for a sound amplification permit must include:

(1) the name, address, and telephone number of the applicant;

(2) the address or a description of the location of the property where the sound equipment will be used;

(3) the time during which the sound equipment will be used;

(4) an application fee, if required by separate ordinance; and

(5) a statement that the applicant has obtained a copy of this chapter and related administrative rules and agrees to comply with all applicable requirements.

Source: Ord. 20110210-029.

§ 9-2-13 - PERMIT ISSUANCE.

Except where otherwise provided in this chapter, the accountable official shall issue a permit to a person who submits an application that meets the requirements of this chapter and pays the applicable fee.

Source: Ord. 20110210-029.

§ 9-2-14 - RESTRICTIONS ON PERMITS IMPACTING RESIDENTIAL PROPERTIES.

(A) The limitations in this section apply to all permits for the use of sound equipment authorized under this chapter.

(B) The accountable official may not issue a permit for use of sound equipment within 100 feet of property zoned and used as residential, except as authorized under Section 9-2-21 (*Permit for Concrete Installation During Non-Peak Hour Periods*), Chapter 8-1, Article 4 (*Restrictions on Amplified Sound*), or Section 14-8-34 (*Permit Required for the Use of Sound Equipment*).

(C) The accountable official may issue a permit for use of sound equipment, as authorized by this chapter, for property that is:

(1) beyond 100 feet but within 600 feet of property that is zoned and used as residential, between:

(a) 10:00 a.m. and 8:00 p.m. on Sunday through Thursday;

(b) 10:00 a.m. and 10:00 p.m. on Friday or Saturday; or

(c) 10:00 a.m. and 10:00 p.m. on Sunday through Thursday and 10:00 a.m. and 12:00 midnight on Friday or Saturday based on the following factors:

(i) agreements with owners and tenants of nearby property;

(ii) agreements with representatives of affected neighborhood organizations;

(iii) the code compliance history of the site; and

(iv) public health and safety based on compatibility with adjacent land uses; and

(2) beyond 600 feet of property that is zoned and used as residential, between 10:00 a.m. and 2:00 a.m.

Source: Ord. 20110210-029; Ord. 20120308-036; Ord. 20121018-024.

§ 9-2-15 - RESTRICTIONS ON MULTIPLE PERMITS FOR A SINGLE PROPERTY.

(A) Except as otherwise provided under Chapter 8-1, Article 4 (*Restrictions on Amplified Sound*) or Section 9-2-21 (*Permit for Concrete Installation During Non-Peak Hour Periods*), the accountable official may not issue more than one sound amplification permit under this chapter for the same site or property within 30 days.

(B) In calculating the number of days under Subsection (A) of this section, the first day is the day after expiration of the most recent sound amplification permit issued for the property.

Source: Ord. 20110210-029.

§ 9-2-16 - FEES.

The city council may establish application and permit fees by separate ordinance.

Source: Ord. 20110210-029.

§ 9-2-17 - ADMINISTRATIVE RULES.

The director may adopt administrative rules to implement the requirements of this chapter with Chapter 2-1 (*Administrative Rules*).

Source: Ord. 20110210-029.

Division 2. - Non-Music Sound Permits.

§ 9-2-21 - PERMIT FOR CONCRETE INSTALLATION DURING NON-PEAK HOUR PERIODS.

(A) For property located within 600 feet of a residence, church, hospital, hotel, or motel, the director may issue a permit under Subsection (B) authorizing an applicant to deliver, place, or pour concrete during the non-peak hour period of 7:00 p.m. to 6:00 a.m. if:

(1)

the accountable official determines that the delivery, finishing, placement, or pouring of concrete during non-peak hour periods is in the interest of public health, safety, and welfare, or is justified by urgent necessity; and

(2) the property is located:

(a) within the Downtown Density Bonus area identified in Section 25-2-586(B) (*Downtown Density Bonus Program*); and

(b) within one of the following zoning districts:

(i) the Central Business District (CBD) base zoning district; or

(ii) the Public (P) zoning district.

(B) The director may issue one of the following permit types for a project if the application meets the general standards in Subsection (A) and complies with the additional restrictions under this subsection, which must be listed as conditions on the permit.

(1) Type 1 Non-Peak Hour Permit:

(a) Maximum sound level: 83 decibels, unless further restricted by a sound management plan.

(b) Permitted days during the week: Everyday.

(c) Permitted hours: 7:00 p.m. to 12:00 a.m.

(2) Type 2 Non-Peak Hour Permit:

(a) Maximum sound level: 78 decibels, unless further restricted by a sound management plan.

(b) Permitted days during the week: Everyday.

(c) Permitted hours: Midnight to 6:00 a.m.

(3) Type 3 Non-Peak Hour Permit:

(a) Maximum sound level: Unlimited.

(b) Permitted days during the week: Everyday.

(c) Permitted hours: 7:00 p.m. to 6:00 a.m.

(d) The director may only issue a Type 3 Non-Peak Hour Permit if:

(i) a special circumstance exists that requires a continuous pour, such as a mat slab or similar foundation pour that would be inconsistent with a Type 1 or 2 permit; and

(ii) the permit application includes a letter from a professional engineer of record for the project confirming that late night pour must be continuous and cannot reasonably be divided into multiple shorter pours.

(4) Decibel restrictions for Type 1 and Type 2 permits shall be measured at a distance of 75 feet from the sound source, unless further restricted by a sound management plan.

(5) If a neighbor adjacent to a site with an active permit under this section alleges a violation of the applicable decibel limit, the accountable official shall deploy sound monitoring equipment to the site and document whether or not the applicable decibel restriction has been violated. The sound data provided by the sound monitoring equipment shall be available to the public in real time, if possible.

(C) A permit issued under this section must state the duration during which the authorized activity may occur, which may not exceed 72 hours. An applicant may not hold more than one permit under this section for a single project.

(D) In addition to information required by Section 9-2-12 (*Application Requirements*), an application to deliver, finish, place, or pour concrete during non-peak hour periods under this section must include:

(1) the name, address, and telephone number of the applicant;

(2) the address or a description of the location of the property where the work will be performed; and

(3) the type of permit requested, which must be one of the categories listed in Subsection (B) of this section.

(E) To mitigate possible impacts and minimize disruptions to adjacent residential, commercial, and civic uses, the applicant is responsible for ensuring that all delivery, placement, or pouring of concrete permitted under this section complies with the requirements of this subsection.

(1) Notification of the exact date, time, and duration of non-peak hour activity authorized under Subsection (A), as well as 24-hour contact in formation for the individual with primary responsibility for the project, shall be:

(a) provided to city staff and to abutting property owners located next door or across the street;

(b) provided to representatives of property owners and residents within 600 feet; and

(c) clearly stated on a sign posted on the property at the construction entrance and visible from the street.

(2) As a condition to approval of a non-peak hour permit under Subsection (A) of this section, an applicant must comply with a sound and light management plan approved by the accountable official consistent with the requirements of this subsection.

(a) A sound and light management plan must identify:

(i) where concrete trucks will queue to ensure minimal disruption to adjacent residences, businesses, and civic uses;

(ii)

where the concrete pump will be located during all phases of construction and provides for an alternate location in the event the accountable official determines that relocating the pump is necessary to minimize disruption to adjacent residential and civic uses;

(iii) the location, materials and manner of placement of proposed sound mitigation materials, such as sound baffling, on the property to contain noise from concrete pumps and concrete trucks during high revolutions per minute (RPM) cycles before construction begins; and

(iv) the name and cell phone number of the on-site supervisor, who must be on the property during the non-peak hour concrete pour.

(b) A sound and light management plan must include provisions that shield after-hour lighting associated with concrete installation from adjacent residential uses.

(c) The accountable official may require that a sound and light management plan include additional measures or elements that are reasonably necessary to protect public health and safety and to ensure reasonable expectations of a sound environment that does not prevent sleep.

(d) With reasonable notice provided to a permit holder, the accountable official may modify a sound and light management plan for a project under construction to include additional requirements or modifications that are reasonably necessary to address unanticipated changes to the project or impacts on adjacent properties.

(F) Concrete finishing is permitted from 7:00 p.m. to 6:00 a.m., provided that it does not include delivery, placement, or pouring.

(G) This subsection provides for the denial of non-peak hour concrete pour permits if the accountable official finds that a project has accrued violations of this section or of a sound and light management plan required under this section:

(1) if three or more violations occur within a 30-day period, the accountable official shall not issue a new non-peak hour permit under this section for a period of 30 days from the date of the last violation and shall issue a 30-day suspension letter to the applicant;

(2) if six or more 30-day suspensions are issued within any 12-month period, the accountable official may not issue any additional non-peak hour permits for the project; and

(3) for purposes of Subsection (G)(2), the 12-month period is reset if less than six 30-day suspensions are issued within 12 months from the date of the first non-peak hour permit issued for the project.

(H) If an application for a building permit was submitted prior to December 1, 2014, the accountable official shall:

(1) permit delivery, placement, or pouring of concrete in connection with construction of that

building during the non-peak hour period of 7:00 p.m. to 6:00 a.m.; and

(2) require a sound and light management plan, as provided in Subsection (D)(2) of this section.

Source: Ord. 20110210-029;Ord. No. 20141120-056, Pt. 1, 12-1-14;Ord. No. 20161110-010, Pt. 1, 11-21-16.

§ 9-2-22 - PERMIT FOR SOUND EQUIPMENT ON VEHICLE.

(A) The accountable official may issue a permit under this section for the use of sound equipment attached to or mounted on a vehicle, provided that the permit is limited to:

(1) 10:00 a.m. and 8:00 p.m. on Monday through Saturday; or

(2) 12:00 noon and 6:00 p.m. on Sunday.

(B) A permit issued under this section is valid for a 24-hour period.

Source: Ord. 20110210-029.

§ 9-2-23 - PERMIT FOR OTHER PROPERTY.

A permit for the use of sound equipment not otherwise authorized by this division may be issued for a period of up to 24 hours, subject to the restrictions in Division 1 (*General Provisions*), except that a permit for an outdoor live music permit may only be issued in accordance with Division 3 (*Outdoor Music Permits*) of this article.

Source: Ord. 20110210-029.

§ 9-2-24 - ADMINISTRATIVE APPEALS.

(A) If the accountable official denies an application for a sound permit under this division, an applicant may appeal the director's decision to the city manager under the requirements of this section.

(B) An appeal must be filed with the city manager, in writing, no later than the 10th day after the date the decision is issued and must describe the decision being appealed and the specific grounds for the appeal.

(C) No later than the 30th day after receiving a request for an appeal, the city manager shall schedule a hearing to consider the appeal.

(D) The city manager may sustain, reverse, or modify the action appealed. The city manager's decision is final.

Source: Ord. 20110210-029.

Division 3. - Outdoor Music Permits.

Subpart A. - General Provisions

§ 9-2-30 - DECIBEL LIMITS FOR OUTDOOR MUSIC.

(A) Unless a more restrictive decibel limit is required by a sound impact plan, a condition in an outdoor music venue permit, or by another provision of this code, sound equipment for which a permit has been issued under Subpart B (*Live Music Permits*) may be operated at the following decibel levels:

(1) Up to 85 decibels between 10:00 a.m. and:

(a) 10:30 p.m. on Sunday through Wednesday;

(b) 11:00 p.m. on Thursday; or

(c) 12:00 midnight on Friday, Saturday, or the night before New Year's Day.

(2) Up to 85 decibels at an outdoor music venue with an occupancy capacity of 600 or fewer people located in the Warehouse District or Sixth Street District, between 10:00 a.m. and 2:00 a.m.

(3) Up to 85 decibels during the spring festival season, between 10:00 a.m. and 2:00 a.m.

(4) Up to 85 decibels at an outdoor music venue located in the Red River Cultural District, between 10:00 a.m. and:

(a) 10:30 p.m. on Sunday through Wednesday;

(b) 12:00 midnight on Thursday; or

(c) 1:00 a.m. on Friday, Saturday, or the night before New Year's Day.

(B) In addition to the requirements of Subsection (A) of this section, use of sound equipment at an outdoor music venue is:

(1) limited to 70 decibels if the venue is associated with a restaurant (general) use, as prescribed under Section 25-2-808 (*Restaurants and Cocktail Lounges*), and the hours of operation prescribed under Subsection (A) of this section; and

(2) subject to the decibel limits prescribed under Section 25-2-583 (*Commercial Recreation (CR) District Regulations*), if located in a commercial recreation district.

(C) The decibel limits prescribed under this section must be measured with a decibel meter approved by the music office.

Source: Ord. 20110210-029; Ord. 20110303-012; Ord. No.20180426-008, Pt. 3, 5-7-18; Ord. No.20191114-011, Pt. 1, 11-25-19.

§ 9-2-31 - ADDITIONAL APPLICATION REQUIREMENTS.

(A) The accountable official may require additional information, including a certified list of all property owners entitled to notice under Section 9-2-54 (*Notice of Application*) if ownership records are available through an automated database maintained by the county tax appraisal district.

(B) Within 14 days after notice is provided under Section 9-2-54 (*Notice of Application*), an applicant for an outdoor music permit may voluntarily revise the application to request a permit of shorter duration. A revision under this section does not require additional notice.

Source: Ord. 20110210-029; Ord. 20111215-055; Ord. No.20191114-011, Pt. 3, 11-25-19.

§ 9-2-32 - NOTICE SIGN REQUIREMENTS FOR LIVE MUSIC PERMITS.

(A) The owner or operator of a site or property for which a permit has been issued under Section 9-2-39 (*Permit for an Outdoor Music Venue*) shall prominently post signs that include information required under Subsection (B) of this section.

(B) The accountable official shall adopt requirements, in accordance with Chapter 1-2 (*Adoption of Rules*), governing the design, placement, and size of signs to be posted at all outdoor music venues. At a minimum, the signs shall specify the following:

(1) the name and address of the site or property and the type of live music permit issued;

(2) the name and address of the owner or operator of the site or property;

(3) the decibel limits for operation of sound equipment at the site or property;

(4) the hours during which sound equipment may be used at the site or property;

(5) the date on which the permit for the site or property expires; and

(6) if applicable, a mobile response code that links to the sound impact plan or temporary event impact plan required in connection with the amplified sound permit.

Source: Ord. 20130822-033;Ord. No. 20141106-021, Pt. 2, 11-17-14; Ord. No.20180510-018, Pt. 6, 5-21-18.

§ 9-2-33 - TEMPORARY USE OF SOUND EQUIPMENT.

(A) This section applies to the temporary use of sound equipment outdoors at an event that is not subject to City Code Chapter 4-20 (*Special Events*).

(B) In this section, temporary use of sound equipment outdoors is the use of sound equipment on:

(1) any part of a premises that is not fully enclosed by permanent, solid walls, and roof; and

(2) four or fewer days during a 30-day period.

(C) Except as provided in Subsection (J), a person must obtain a permit issued under this section for the temporary use of sound equipment.

(D)

Subject to the restrictions in Article 2, Divisions 1 (*General Provisions*) and 3 (*Outdoor Music Permits*), the accountable official is authorized to issue a sound permit that allows for the temporary use of sound equipment.

(E) A sound impact plan that complies with Section 4-20-43 (*Sound Equipment for Outdoor Special Event Venues*) is required for a permit issued under this section.

(F) To obtain a permit issued under this section, a person must submit an application that complies with Section 9-2-12 (*Application Requirements*) at least 30 days before the beginning of the event.

(G) If an application for a temporary sound permit is denied, the applicant may file an appeal that complies with the requirements in Section 4-20-35 (*Appeal of Special Event Application Denial*).

(H) A permit issued under this section is subject to Section 4-20-61 (*Revocation of Special Event Permit*).

(I) The maximum number of days a premises may be the subject of a permit described in this section is 19 days per calendar year.

(J) In lieu of a permit described in this section, an applicant may apply for a permit authorized in Article 2, Division 3 (*Outdoor Music Permits*).

Source: Ord No. 20191114-011 , Pt. 2, 11-25-19.

Subpart B. - Live Music Permits.

§ 9-2-35 - APPLICABILITY.

A live music permit is required under this subpart to use sound equipment for outdoor music that involves the amplification of sound from instruments, vocal and instrument microphones, turntables, and digital or analog devices used as part of a performance requiring human operation from song to song.

Source: Ord. 20110210-029.

§§ 9-2-36—9-2-38 - RESERVED.

Editor's note— Ord. No. 20180510-018 , Pt. 5, effective May 21, 2018, repealed §§ 9-2-36—9-2-38, which pertained to types of live music permits; 24-hour live music permit; multi-day special events permit. See Code Comparative Table for complete derivation.

§ 9-2-39 - OUTDOOR MUSIC VENUE PERMIT.

(A) The accountable official may issue a 1-year permit authorizing the use of sound equipment for outdoor music on an ongoing basis, subject to the requirements of this section and Divisions 1 (*General Provisions*) and 3 (*Outdoor Music Permits*) of this article.

(B) The accountable official shall provide notice of an application under this section in accordance with Section 9-2-54 (*Notice of Application*).

(C) A decision by the accountable official to approve or deny a permit under this section may be appealed under Section 9-2-56 (*Administrative Appeal*).

Source: Ord. 20110210-029.

§ 9-2-40 - GOOD NEIGHBOR POLICY.

(A) The purpose of the Good Neighbor Policy is to maintain the safety, quiet, and cleanliness of the area surrounding an Outdoor Music Venue.

(B) A permit holder, as a condition of the Outdoor Music Venue permit, must comply with the requirements set forth in the Good Neighbor Policy.

(C) The Good Neighbor Policy shall be adopted by rule in accordance with Chapter 1-2 (*Adoption of Rules*).

Source: Ord. 20130822-033.

§ 9-2-41 - SOUND IMPACT PLAN.

(A) A sound impact plan is required for a permit issued under Section 9-2-39 (*Permit for an Outdoor Music Venue*).

(B) The elements of a sound impact plan are:

(1) sound-mitigating design features;

(2) prescribed decibel levels and hours of operating;

(3) availability and use of decibel meters on site;

(4) contact information and hours of availability for an individual responsible for sound;

(5) location for display of permit; and

(6) any other elements required by the accountable official.

(C) After a permit has been issued, the accountable official may modify a sound impact plan. A sound impact plan may not be modified until a notice of intent to modify the sound impact plan has been provided to the permit holder.

Source: Ord. 20130822-033.

Subpart C. - Review, Notification, and Appeal.

§ 9-2-50 - MUSIC OFFICE REVIEW.

(A) Within three days of receiving an application for an outdoor music venue permit under Section 9-2-39 (*Outdoor Music Venue Permit*), the accountable official must forward the application to the music office for review under this section.

(B) After receiving an application from the accountable official under Subsection (A) of this section, the music office shall conduct an appropriate level of investigation based on the type of permit sought and its potential impacts to the surrounding community. The investigation may include on-site inspections and sound measurements, discussions with nearby residents and business owners, and any additional research relevant to assessing potential impacts. For an event on city parkland for which review is required under Section 8-1-41 (*Use of Sound Equipment*), the music office shall coordinate its review and investigation with the director of the Parks and Recreation Department.

(C) After conducting an investigation under Subsection (B) of this section, the music office shall prepare a report recommending approval or denial of the application and any appropriate conditions and restrictions. If necessary to protect public health and safety, the music office may recommend heightened restrictions for one or more of the following that exceed the standards required under Section 9-2-30 (*Decibel Limits for Outdoor Music*) or other provisions of this chapter:

(1) limits on attendance and capacity;

(2) decibel limits, which may include a requirement to use C-weighting in addition to standard decibel measurements; and

(3) hours of operation.

(D) The music office shall base its report under Subsection (C) of this section on the following factors:

(1) suitability of the site for outdoor music based on topography and proximity to existing and future residential, commercial, and civic uses;

(2) size and capacity of the site or venue covered by the permit;

(3) sound-mitigating design features proposed in the application, including building design, stage construction and orientation, buffering, size, location, and orientation of speakers;

(4) restrictions on decibel levels or hours of operation proposed by the applicant, if any, beyond those required by this chapter for the permit sought;

(5) ownership and operation of decibel meters;

(6) availability of a responsible party, as defined in Section 9-2-1 (*Definitions*), to attend and monitor outdoor music events;

(7) potential for additional sound mitigation; and

(8) history of noise complaints and violations at the site, as verified by the chief of police or the accountable official.

Source: Ord. 20110210-029;Ord. No. 20141106-021, Pt. 3, 11-17-14;Ord. No. 20141106-022, Pt. 2, 11-17-14; Ord. No.20180510-018, Pt. 6, 5-21-18.

§§ 9-2-51, 9-2-52 - RESERVED.

Editor's note— Ord. No. 20180510-018 , Pt. 5, effective May 21, 2018, repealed §§ 9-2-51, 9-2-52, which pertained to additional review for temporary events and temporary event impact plan. See Code Comparative Table for complete derivation.

§ 9-2-53 - DECISION ON APPLICATION.

(A) The accountable official shall approve an application under Section 9-2-39 (*Outdoor Music Venue Permit*) if:

(1) the accountable official finds that the conditions included in the sound impact plan or other recommendation of the music office are sufficient to:

(a) mitigate adverse impacts of the proposed venue on adjacent residential, commercial, and civic uses; and

(b) protect the health and safety of residents living in areas adjacent to the proposed venue.

(B) If the accountable official finds that an application does not meet the requirements in Subsection (A) of this section, the accountable official shall:

(1) request that the music office reconsider its recommendation to include additional restrictions;

(2) approve the application subject to additional conditions and restrictions that the accountable official determines are sufficient to meet the requirements in Subsection (B) of this section; or

(3) deny the application.

(C) The accountable official may not deny an initial permit for an outdoor music venue located within the footprint of a restaurant (general) use under Section 25-2-808 (*Restaurants and Cocktail Lounges*), but the accountable official may:

(1) impose conditions on the permit, as provided in Subsection (B)(2) of this section; and

(2) deny an application to renew the permit under Section 9-2-62 (*Denial of Permit for Repeated Offenses*) based on repeated violation of applicable decibel limits.

(D) A decision under this section must:

(1) be in writing;

(2) describe conditions of approval, including requirements of the temporary event impact plan; or

(3) be mailed to the applicant and any interested party within three days after the decision is issued, per the requirements of Section 9-2-54 (*Notice of Application*).

(E) The accountable official may not issue a decision under this section earlier than the 14th day after the date that notice of the application is provided under Section 9-2-54 (*Notice of Application*).

Source: Ord. 20110210-029; Ord. 20121018-024; Ord. No.20191114-011, Pt. 4, 11-25-19.

§ 9-2-54 - NOTICE OF APPLICATION.

(A) Not later than the 14 th day after receiving an application under Section 9-2-39 (*Permit for an Outdoor Music Venue*), the accountable official shall provide notice of the application under this section.

(B) Except as provided in Subsection (C) of this section, the accountable official shall mail notice to:

(a) the applicant;

(b) notice owner of a single-family use located within 600 feet of the site or property included in the application;

(c) notice owner of a multi-family use located adjacent to the site or property included in the application; and

(d) registered neighborhood organizations whose declared boundaries are within 600 feet of the site or property included in the application.

(C) If the application is for renewal of an existing permit under Section 9-2-39 (*Outdoor Music Venue Permit*), the accountable official shall mail notice to:

(1) the applicant;

(2) notice owner of a single-family use located within 600 feet of the property; and

(3) registered neighborhood organizations whose declared boundaries are within 600 feet of the site or property included in the application.

(D) Notice required under this section must:

(1) describe the general nature of the application;

(2) identify the applicant and the location of the site or property included in the application;

(3) describe:

(a) the venue and duration of proposed events;

(b) the size of the venue and anticipated attendance; and

(c) whether the sale or consumption of alcohol will be allowed at the event;

(4) provide contact information for the accountable official and the music office;

(5) state the earliest date that a decision on the application may be made; and

(6) describe the requirements for becoming an interested party and for appealing a decision on the application.

(E)

Notice required under this section is effective on the date a letter is deposited in a depository of the U.S. Post Office, postage paid, and addressed to:

(1) an applicant, by mailing notice to the property owner or agent at the address shown on the application or on a written change of address form filed with the responsible director or building official;

(2) a notice owner of real property, by mailing notice to the owner shown on the records of the county tax appraisal district;

(3) a record owner of real property, by mailing notice to the owner at the street address of the property or, if the property does not have a street address, to the return address shown on the deed; and

(4) a neighborhood or environmental organization, by mailing notice to the agent or officer of the organization at the mailing address specified in the City's community registry.

(F) Notice by hand delivery may be substituted for notice by mail if the addressee provides a receipt of delivery.

(G) The accountable official shall forward notice provided under this section to appropriate City staff, including but not limited to the Austin Police Department, Special Events Unit; Transportation Department, Right of Way Management Division; and Austin Fire Department, Fire Marshall.

Source: Ord. 20110210-029; Ord. 20111215-055; Ord. No.20180510-018, Pt. 6, 5-21-18.

§ 9-2-55 - INTERESTED PARTIES.

(A) Except as provided in Subsection (B), a person is an interested party for an application requiring notice under Section 9-2-54 (*Notice of Application*) if the person:

(1) is the applicant or the record owner of property for which the permit is sought; or

(2) communicates an interest in the application and is:

(a) an individual entitled to notice under Section 9-2-54 (*Notice of Application*); or

(b) a representative of a neighborhood organization entitled to notice under Section 9-2-54 (*Notice of Application*).

(B) A person communicates an interest in a proposed outdoor music venue for purposes of Subsection (A)(2) of this section by communicating his or her concerns, in writing or by phone, to the accountable official. The communication must:

(1) generally identify the issues of concern;

(2) include the person's name, telephone number, and mailing address;

(3) be delivered before the earliest date on which action on the application may occur under Subsection 9-2-53(G) (*Decision on Application*); and

(4)

if the communication is by telephone, be confirmed in writing not later than seven days after the earliest date that a decision on the application can be made under Subsection 9-2-53(G) (*Decision on Application*).

Source: Ord. 20110210-029; Ord. 20121018-024.

§ 9-2-56 - ADMINISTRATIVE APPEAL.

(A) Except as provided in Subsection (E) of this section, an interested party may appeal a decision by the accountable official on an application for a permit under Section 9-2-39 (*Permit for an Outdoor Music Venue*).

(B) An appeal under this section must be filed with the accountable official, in writing, no later than the 14th day after the date the decision is issued and must describe the decision being appealed and the specific grounds for the appeal.

(C) Unless otherwise agreed to by the parties, a public hearing on an appeal shall be held at the earliest council meeting for which notice of the hearing can be timely provided.

(D) At any time prior to an appeal hearing, the accountable official may revise a permit to include conditions agreed to by the parties that are within the scope of the accountable official's authority under this chapter.

(E) In deciding an appeal, the city council may uphold, reverse, or modify a decision of the accountable official, including the requirements and conditions of a multi-day special event permit.

(F) A neighborhood organization may not appeal a decision to approve a permit for property located within the following boundaries:

(1) Eastern boundary: I-35;

(2) Southern boundary: the northern shore of Lady Bird Lake;

(3) Western boundary: north along the eastern shore of Shoal Creek, north along West Avenue to 7th Street, east along 7th Street to Lavaca Boulevard, north along Lavaca Boulevard to 11th Street; and

(4) Northern boundary: 11th Street.

Source: Ord. 20110210-029; Ord. No.20180510-018, Pt. 6, 5-21-18.

§ 9-2-57 - DENIAL OF PERMIT FOR REPEAT OFFENSES.

(A) The accountable official may refuse to issue a permit to an applicant or to renew an existing permit if:

(1) The permit holder is convicted of more than two violations of a permit issued under this chapter; or

(2)

The property where the sound equipment will be used is the location of more than two violations of a permit issued under this chapter.

(B) The accountable official may not issue a permit to an applicant if the accountable official or, after an appeal, the city council, revoked a prior permit issued under this chapter in the preceding six months.

Source: Ord. 20130822-033.

ARTICLE 3. - PENALTIES AND ENFORCEMENT.

§ 9-2-61 - OFFENSES.

(A) A person commits an offense if the person makes noise or uses sound equipment in violation of a provision of this chapter or a sound impact plan or temporary event impact plan required under this chapter.

(B) An offense under this chapter is a Class C misdemeanor, punishable by a fine up to $500.

(C) A culpable mental state is not required for the commission of an offense under this chapter.

(D) Each occurrence of a violation of this chapter is a separate offense.

(E) A violation of this chapter is a nuisance. The prosecution of an offense under this chapter does not limit the City's right to abate the nuisance, including the use of injunctive relief.

Source: Ord. 20130822-033;Ord. No. 20141106-021, Pt. 5, 11-17-14.

§ 9-2-62 - ENFORCEMENT POLICIES.

The police chief may adopt enforcement policies to measure sound levels under this chapter in accordance with Chapter 1-2 (*Adoption of Rules*).

Source: Ord. 20130822-033.

§ 9-2-63 - SUSPENSION OF A PERMIT.

(A) The accountable official may suspend a permit if the official determines that:

(1) the permit was issued in error; or

(2) at least four documented violations of the Sound Impact Plan have occurred within a 45-day period.

(B) A suspension is effective for up to two weeks.

Source: Ord. 20130822-033; Ord. No.20180510-018, Pt. 6, 5-21-18.

§ 9-2-64 - REVOCATION OF A PERMIT.

(A) The accountable official may immediately revoke a permit issued pursuant to Section 9-2-39 (*Permit for an Outdoor Music Venue*) that has been suspended if the accountable official determines that Sound Impact Plan has been violated:

(1) during the suspension; or

(2) within six months after the end of the suspension.

(B) A permit holder may appeal a revocation not later than 10 calendar days after the date of the revocation.

(C) A notice of appeal must be on a form prescribed by the accountable official and must include:

(1) the name, address, and telephone number of the appellant;

(2) the name, address, and telephone number of the venue; and

(3) the reasons the appellant believes the decision does not comply with the requirements of this chapter.

(D) The city council shall hear the appeal at the next available scheduled meeting following seven days after the receipt of the notice of appeal.

(E) A revocation order remains in effect during the pendency of an appeal under this section.

Source: Ord. 20130822-033; Ord. No.20180510-018, Pt. 6, 5-21-18.

§ 9-2-65 - NOTICE OF INTENT TO SUSPEND A PERMIT.

(A) The accountable official may give notice to the permit holder of the official's intent to suspend a permit issued under Section 9-2-39 (*Permit for an Outdoor Music Venue*).

(B) The notice may include one or more of the following:

(1) proposed modifications to the sound impact plan; or

(2) the time, date, and place for a mandatory meeting between the permit holder and City personnel.

Source: Ord. 20130822-033; Ord. No.20180510-018, Pt. 6, 5-21-18.

Planning fundamentals for public officials and engaged citizens

QUICKNOTES

Coping with Downtown Noise

This PAS QuickNotes *was prepared by David Morley, AICP, senior research associate at APA and APA's PAS coordinator.*

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Over the past 20 years, downtown Austin, Texas, has experienced a residential building boom, putting new residents in close proximity to the city's well-established downtown entertainment districts.

The sounds of downtown are familiar to longtime residents: delivery trucks, construction equipment, al fresco diners, live music, and bar patrons filing out at closing time. Because these sounds signal economic health, local officials often find it difficult to draw and enforce the lines between "normal" and "nuisance" when it comes to noise.

Many urban and suburban downtowns have experienced a surge in demand for downtown living over the past 20 years, giving new life to old city centers and creating vibrant mixed use districts in formerly sleepy bedroom communities. However, creating a downtown area conducive to both business owners and residents can be challenging, especially in communities where many of the residents have relocated from quiet single-family neighborhoods to the denser, noisier city center.

Background

Successful downtowns typically include a diverse mix of uses. While residences have long been part of this use mix, the number of downtown residences is on the rise, due, in large part, to demographic changes. Baby boomers are retiring and trading their suburban homes for downtown condominiums and apartments. Meanwhile, millennials are delaying marriage and childbirth longer than previous generations.

Furthermore, the mix of nonresidential uses in many successful downtowns is quite different than in the decades following World War II. Downtowns are still hubs for storefront retail and services; professional offices; and civic, cultural, and religious institutions. However, an influx of new residents creates greater interest in nighttime uses, such as restaurants, bars, nightclubs, and theaters. This, coupled with shrinking demand for brick-and-mortar retail, has left many downtowns more economically dependent on noisier uses than in the postwar period. The upshot of these changes is that a larger number of residents are living in closer proximity to noisier commercial uses, which creates more opportunities for noise-related conflicts. This is particularly true if the downtown serves as a regional destination for dining and nightlife, where visitors may be contributing disproportionately to noise nuisances.

Organize for Success

One effective tactic for mitigating these conflicts is to form a special commission or resource group to foster dialog, guide local decision making, and assist business owners and residents. This group should include staff from local agencies involved in planning, code enforcement, and public safety, as well as representatives from the business community and resident organizations. Through regular meetings, a standing resource group can identify common complaints and code enforcement issues and solicit feedback on potential policy and programmatic solutions. Some cities and downtown management organizations have even created new positions for nighttime economy managers (or "nighttime mayors") to help balance competing priorities. For example, Iowa City, Iowa's Downtown District employs a nighttime mayor to serve as a liaison between downtown businesses and residents.

Update Regulations

There are several distinct regulatory tactics that cities can use to mitigate noise-related conflicts. These include district-specific noise standards, zoning and construction standards for mixed use development, and "good neighbor" requirements for noisier uses.

Many cities apply the same noise limits citywide, without regard to differences in land-use mix or intensity. Successful downtowns have a complementary mix of uses that translate to more

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Making Great Communities Happen

activity and more noise throughout a longer portion of the day than predominantly residential neighborhoods. Because perceptions of noise are relevant to ambient sound levels, it makes sense to adopt district-specific noise limits that permit louder sounds in high-intensity zoning districts than in low-intensity districts. Additionally, for downtowns with a high concentration of entertainment uses, consider permitting louder sounds later into the evening on weekends.

Many cities use zoning standards to control the permissible mix of uses as well as site and building design in their downtowns. Standards that require at least one floor between louder commercial uses, like nightclubs and theaters, and residences can minimize conflicts over nighttime noise. Similarly, standards that control the location and orientation of entrances and windows can limit residents' exposure to noise from outdoor seating areas or commercial vehicles. Additionally, building and construction codes that require soundproofing measures for mixed use developments can prevent conflicts associated with routine activities.

Beyond this, some cities have adopted "good neighbor" requirements for noisier uses that require operators to submit operations and management plans that demonstrate how they will limit noise and other potential nuisance behaviors. For example, Boulder, Colorado, requires prospective operators of downtown restaurants, brewpubs, and taverns to hold a meeting with surrounding property owners to present a management plan for mitigating noise and other operations-related nuisances.

Provide Education and Assistance

Apart from convening stakeholders and updating regulations, cities and downtown management organizations can also use education and financial or technical assistance to mitigate noise-related conflicts. Some of the most promising tactics are outreach to real estate professionals, downtown tours, and soundproofing assistance.

Prospective buyers and tenants often rely on real estate agents or brokers for information about area conditions. In downtowns undergoing rapid change, real estate professionals may be out of touch with how activities in the area change from day to night. Reaching out to these professionals through informal networking sessions or structured meetings can help them provide the best information to their clients to ensure a good fit between new and established residents and businesses.

Another way to manage the expectations of prospective buyers and tenants is to conduct nighttime walking tours of the downtown area. When led by residents, these tours can serve the dual purpose of highlighting the vibrancy of the downtown and providing an insider's perspective on the pros and cons of living downtown.

Older commercial buildings often lack features that can reduce low-frequency sounds, which can rattle nearby residences. Consequently, providing technical or financial assistance to established business that are dependent on amplified sound can be an effective tactic for improving neighbor relations. For example, Austin, Texas, provides low-interest loans through its Music Venue Assistance Program to help existing nightclubs and theaters invest in acoustical treatments and sound system upgrades to mitigate nuisance noise.

CONCLUSIONS

Noise-related conflicts are a relatively common "growing pain" for new or revitalized downtowns. Often, the most effective tactics for mitigating these conflicts are stakeholder engagement, context-sensitive regulations, and education and assistance. In some cases, though, noise complaints can be an early warning signal for more pervasive conflicts between businesses, patrons, and residents. In these instances, it is important to deal with noise within the context of a wider strategy for managing downtown change.

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2. Other Resources

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Peters, Jim, and Alicia Lakomski. 2010. "Got Nightlife? Manage Sociability as an Economic Engine." *PM Magazine*, November. Available at tinyurl.com/y6www3hl.

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PAS

QUICKNOTES

This PAS QuickNotes was prepared by Shain Shapiro, PhD, founder and executive chairman of Sound Diplomacy and executive director of the nonprofit Center for Music Ecosystems.

Music Policy and Planning

Cities around the United States and the world are increasingly recognizing the importance of music in their communities. These "music cities" seek to define the role that music plays in planning and develop policies that proactively manage how music—in all its forms and functions—affects the wider community. Music can have myriad benefits for economic vitality and resilience, equity and social justice, and placemaking and quality of life. But to understand and leverage these impacts, planners must better understand the role of music in planning, economic development, placemaking, and community engagement.

"Music cities" develop policies that proactively manage how music—in all its forms and functions—affects the wider community. Credit: recep-bg/Getty Images

BACKGROUND

Music is one of the most powerful community engagement tools we have. It is accessible, diverse and involves all community members. We are all born with a musical instrument—our voice—and through it we share a universal language.

But music is much more than that. It can be the foundation of substantial economies. It can improve health and well-being and promote healthy aging. It can be used to attract and retain talent, promote economic growth, and attract tourists. And it can be a tool to celebrate, unify, and gather safely and responsibly.

Achieving these outcomes requires an intentional, proactive plan that understands music's role in a community: where it is, how it functions, who it engages, and—most importantly—how it connects with wider policies and practices. To build this data and evidence base, cities are commissioning music audits and creating policies that take music seriously so it can be a stronger force for economic, social, and cultural development.

DEVELOPING A MUSIC AUDIT

A music audit is a comprehensive data-gathering exercise that maps and assesses music's role in a community. The overarching concept is to better define the role that music plays in planning and develop policies that proactively manage how music of all kinds and its related elements interact with the wider community. It includes the following key steps:

Map music and wider cultural assets. These can be spaces and places, businesses, tourism assets, educational and community assets, or numbers of artists. This map is best completed in the same format as any other city mapping framework, so it can be overlaid onto other data sets.

Engage stakeholders and community members. Music means many things to different people, and one person's music may be another's noise. As with any other planning process, engaging the community through interviews, roundtable discussions, and surveys can help identify gaps in access; geographic, racial, or other disparities; and other challenges that music can be a part of addressing, such as a lack of cultural spaces or places in disadvantaged communities.

Understand the economic impact of music. The total economic impact that music has in most communities is widely misunderstood because it is not calculated. Flagship musical events or festivals are only part of the story, as many music economies exist behind closed doors. Understanding the breadth of a local music economy—music making and dissemination, live music events, music education, and the impact of music on the wider nighttime economy—requires a comprehensive economic analysis that looks at the direct and indirect value of music, where the money is generated and by whom, and where the gaps lie. This data can prompt action, as it often demonstrates that all cities have music economies larger than is estimated.

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Assess regulations and implement reforms. Though music is part of all our communities, there are few intentional policies dedicated to it. Music is often linked to noise, which is considered an environmental health concern. A lack of economic data can lead to a lack of business support and little access to finance. It also reduces accountability for bad actors. Taking an intentional approach requires establishing datasets and regulations specific to music and ensuring they connect with wider city policies.

Write music policy for music purposes. Housing policies, zoning ordinances and bylaws, and other regulations that affect music are not often written with music in mind. Workforce development strategies often focus on goods manufacturing and intellectual property is not typically considered in economic growth policy. Because noise ordinances often do not differentiate music from other forms of noise, they can unintentionally restrict business operations and growth. The data produced in a music audit allows for decision-making that incorporates music from the beginning, so music is built into policy rather than tacked on and inequities can be addressed through evidence rather than emotion.

REAPING THE BENEFITS OF MUSIC

In 2018, the City of Huntsville, Alabama, invested in a music audit that has led to economic growth. To implement the audit's recommendations, the city has hired a full-time music officer who sits in the economic development department and works alongside the director of long-range planning. Several music and place-based investments have followed, including the opening of the $48m city-funded Orion Amphitheater in the new MidCity mixed-use district and the redevelopment of the downtown performing arts Von Braun Center. New investments are bolstering educational programs in the diverse North Huntsville district, while amended zoning is better managing new residential developments around music and cultural venues. In Tulsa, Oklahoma, a music audit led to the creation of Play Tulsa Music, which used ARPA funds to help local music venues book local artists as an economic development initiative as the city was recovering from the COVID-19 pandemic.

The City of Madison, Wisconsin, incorporated music into the city's equity and racial justice reforms through the development of a music and equity task force. This led to the development of the advocacy group Greater Madison Music City and a commitment from the city's planning department to enact recommendations from a music audit commissioned by the group. This ongoing work has opened a much broader conversation on how to combat systemic racism that impacts the city's musicians and artists. In Des Moines, Iowa, development of a local music strategy revealed gender- and race-related gaps in access for local artists at local festivals. The community nonprofit implementing the audit, Des Moines Music Coalition, has since become more involved in community event programming and has committed to both gender and racial equity in all local events and festivals, including First Fridays and farmers markets, by 2024.

This year, New Orleans and Company, with partners, launched NOLA Music Month, a celebration of music, culture, and technology that will include a music industry conference. A similar initiative was launched in New York in 2016 and now features over 50 community events across the five boroughs. Music has been used to strengthen community identity in Fort Worth, Texas, through the development of Hear Fort Worth, a local music office that sits within the city's tourism board. The office leads monthly music meetups for the community and a yearly conference, both of which have increased in attendance since the pandemic, when the city commissioned its music audit. The office also stages a festival for local musicians and acts as the city's promotional agency to support local music.

CONCLUSION

Music is something that we may not need to live, but very much cannot live without. But music has rarely been treated intentionally across planning and wider civic strategies. As this has changed, cities are reaping the rewards music can bring and better managing its impacts—both positive and negative—on budgets, community cohesion, and long-term planning. The more that music's value is understood in a community, the better it can be leveraged to foster economic, social, and cultural development. But this starts by planning a music strategy with a holistic approach. A music audit is the tool to do so.

PAS QuickNotes *(ISSN 2169-1940) is a publication of the American Planning Association's Planning Advisory Service (PAS). Joel Albizo, FASAE, CAE, Chief Executive Officer; Petra Hurtado, PHD, Director of Research and Foresight; Ann Dillemuth, AICP, PAS Editor.* *© 2023 American Planning Association, 205 N. Michigan Ave., Suite 1200, Chicago, IL 60601-5927; planning.org. All rights reserved. APA permits the reproduction and distribution of* PAS QuickNotes *to educate public officials and others about important planning-related topics. Visit PAS online at planning.org/pas to find out how PAS can work for you.*

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Ro, Christine. 2019. "Planning for Music Can Help Transform American Cities." *Planning*, February.

Other Resources

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City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/22/2024	**Submitted By:**	Dennis Birge
Phone:	(479) 271-5964	**For Department(s):**	Transportation
Email:	dbirge@bentonvillear.com		

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:	Ozark Regional Transit (ORT) Fixed Route Update
Action Recommendation & Justification:	Committee of the Whole presentation for an update to Ozark Regional Transit's fixed routes.
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)*

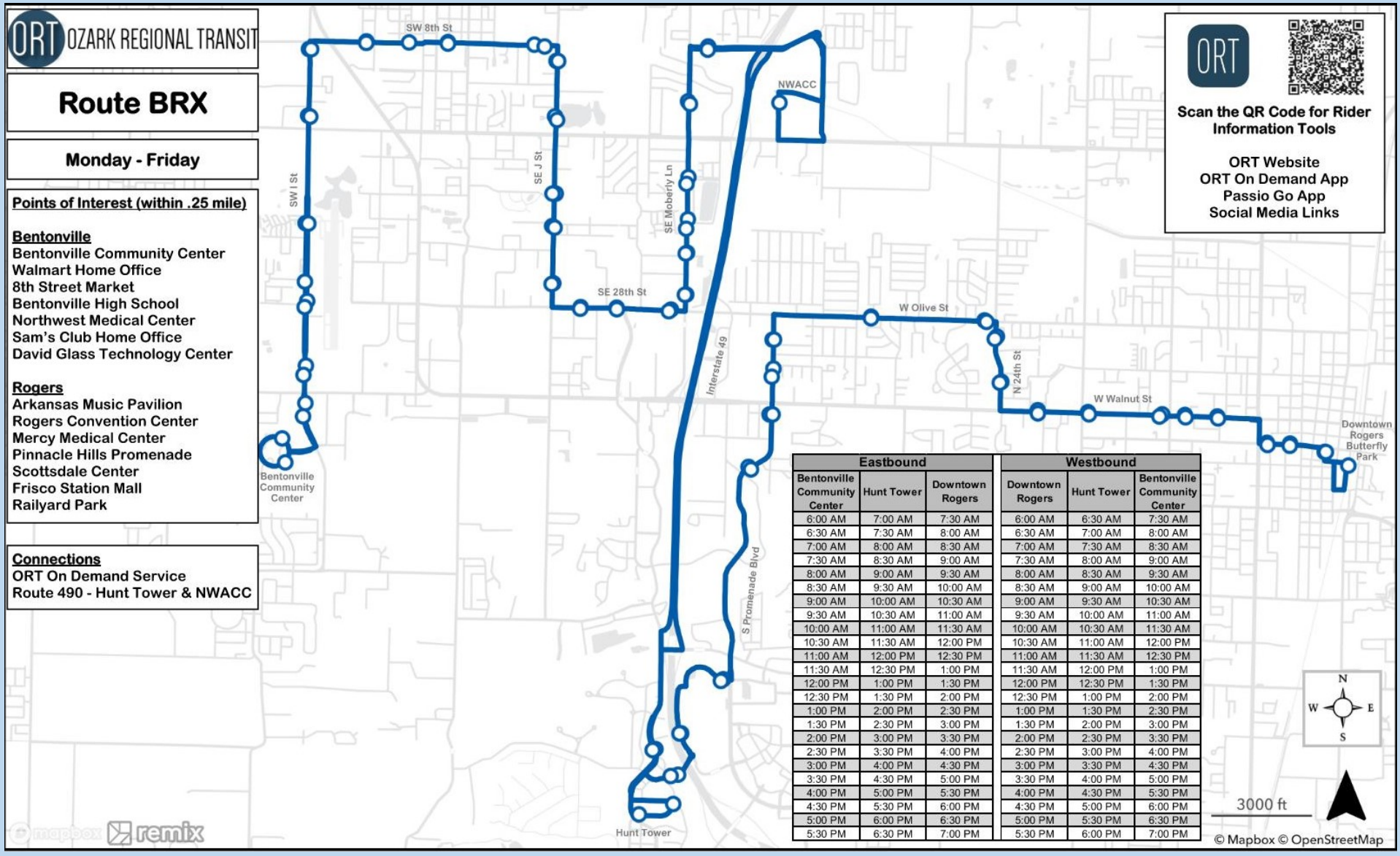
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

Ozark Regional Transit Update

Dennis Birge, PE
Transportation Director
ORT Board Member



Eastbound			Westbound		
Bentonville Community Center	Hunt Tower	Downtown Rogers	Downtown Rogers	Hunt Tower	Bentonville Community Center
6:00 AM	7:00 AM	7:30 AM	6:00 AM	6:30 AM	7:30 AM
6:30 AM	7:30 AM	8:00 AM	6:30 AM	7:00 AM	8:00 AM
7:00 AM	8:00 AM	8:30 AM	7:00 AM	7:30 AM	8:30 AM
7:30 AM	8:30 AM	9:00 AM	7:30 AM	8:00 AM	9:00 AM
8:00 AM	9:00 AM	9:30 AM	8:00 AM	8:30 AM	9:30 AM
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4:00 PM	5:00 PM	5:30 PM	4:00 PM	4:30 PM	5:30 PM
4:30 PM	5:30 PM	6:00 PM	4:30 PM	5:00 PM	6:00 PM
5:00 PM	6:00 PM	6:30 PM	5:00 PM	5:30 PM	6:30 PM
5:30 PM	6:30 PM	7:00 PM	5:30 PM	6:00 PM	7:00 PM

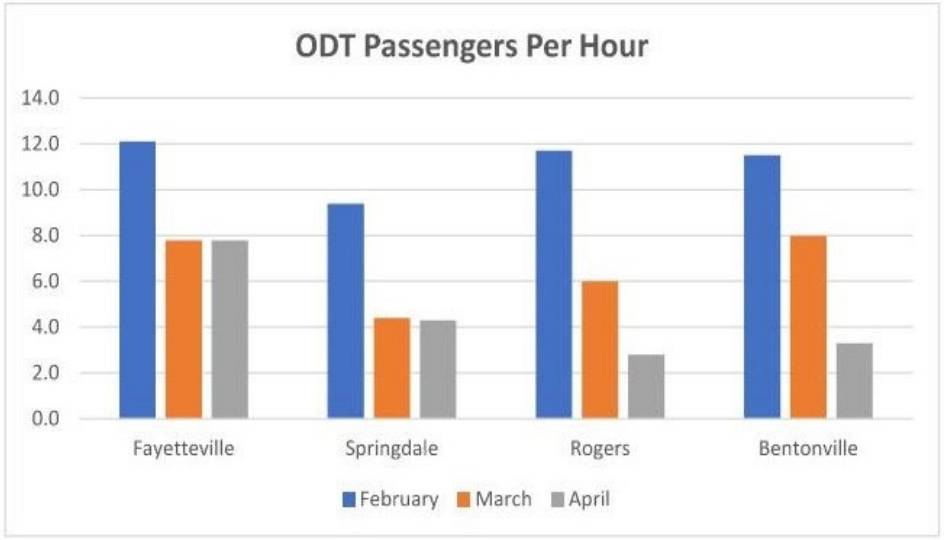
ODT Ridership (February through April 16)

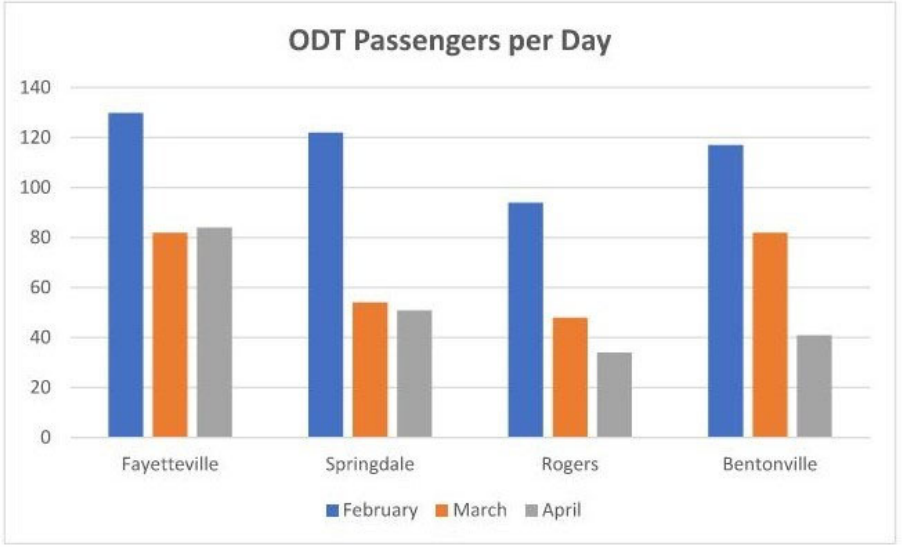
ODT Fares implemented March 4th.

BRX Route started April 1st. Rogers and Bentonville reduced ODT vehicles from 3 to 1.

	February Passengers			March Passengers			April Passengers		
	Per Day	Per Hour Total	Per Vehicle Total	Per Day	Per Hour Total	Per Vehicle Total	Per Day	Per Hour Total	Per Vehicle Total
Fayetteville	130	12.1	4.0	82	7.8	2.6	84	7.8	2.6
Springdale	122	9.4	4.7	54	4.4	2.2	51	4.3	2.1
Rogers	94	11.7	3.9	48	6.0	2.0	34	2.8	2.8
Bentonville	117	11.5	3.8	82	8.0	2.7	41	3.3	3.3
	463	**44.7**	**16.4**	**266**	**26.2**	**9.5**	**210**	**18.2**	**10.8**

Past 3 Months Ridership


ODT Passengers Per Hour
14.0
12.0
10.0
8.0
6.0
4.0
2.0
0.0
Fayetteville
Springdale
Rogers
Bentonville
February
March
April


ODT Passengers per Day
140
120
100
80
60
40
20
0
Fayetteville
Springdale
Rogers
Bentonville
February
March
April

BRX Ridership

Days of Operation: 12
Total Passengers: 486

Bentonville

67% of Passengers
326 Total
Approximately 27 daily riders

Rogers

33% of Passengers
160 Total
Approximately 13 daily riders

Top 20 Bus Stops

Boarding / Alighting Totals

Top 20 Bus Stops (Boarding and Alighting Totals)

Bentonville Community Center	Bentonville	142
NWACC Main Campus	Bentonville	123
Butterfly Park	Rogers	86
W Walnut St at Center for Non Profits	Rogers	39
W Walnut St at Walmart Supercenter	Rogers	31
SW I St at Salvation Army	Bentonville	26
SE Moberly Ln at The Links	Bentonville	25
SW I St at Neighborhood Market	Bentonville	24
SE 28th St at Infinity Care	Bentonville	23
SW 8th St at Bentonville Plaza	Bentonville	22
W Walnut St at 1200 Center	Rogers	20
SW I St at Budget Rental	Bentonville	19
W JB Hunt Dr at Kimberly Clark	Rogers	19
W Walnut St at Andy's Frozen Custard	Rogers	19
SW 8th St at Bentonville Merchant	Bentonville	19
SE 8th St & SE Moberly Ln	Bentonville	14
Hunt Tower	Rogers	14
SE 8th St at David Glass Tech Ctr	Bentonville	13
SE Moberly Ln & SE 20th St	Bentonville	12
Rife Medical Ln at Slim Chickens	Rogers	11

Download Apps

ORT On-Demand App for services and trip planning:

FREE fixed route app “PassioGo” for routes and schedules, as well as up to date bus locations:

BRX Feedback

- Extended Hours for major events (i.e. Football Games) - This is available if given advanced notice and will cost approximately $88/hour/bus
- Bus Stops: possible new locations w/funding and construction options for 2025 – I have communicated with ORT and the request is to evaluate this route first before installing amenities.
- ADA compliance at all Bus Stops: cost and construction options – Street Department can make some improvements if we know the specific locations that they are needed.
- Funding options: Grants and possible multi-year contract with ORT – Staff will follow up for grant opportunities. – ORT has stated they will send out request for 2025 in June or July this year.

Ride On
ORT
OZARK REGIONAL
TRANSIT AUTHORITY
Crystal Bridges

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/22/2024	**Submitted By:**	Mayor Stephanie Orman
Phone:	(479) 271-5966	**For Department(s):**	Administration
Email:	sorman@bentonvillear.com		

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:	Land Discussion
Action Recommendation & Justification:	Committee of the Whole Land Discussion.
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)*

		$ 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
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):

Parcel - 01-16607-003

6.15 Acres

Zoned – C-3
Mixed-use Commercial

Owner – City of Bentonville

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

C-3, Mixed-Use Commercial

The C-3 District is established for areas outside of downtown to provide an opportunity for people to live, work, meet, shop and utilize services within the vicinity of their residences. The C-3 district allows for a mix of neighborhood commercial and personal services, offices and medium density residential uses. Development in this district should be designed with an urban, walkable character that encourages physical activity, alternative transportation and greater social interaction to benefit the health and wellbeing of residents.

Maximum Height Allowed: 60 feet

Height Exception: Any structure exceeding the listed maximum height shall be set back an additional 1 foot for each foot in excess of the maximum height allowed for that district.

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Lot width		Max. lot coverage	
				Min. lot width	Max. lot width	Interior lot	Exterior lot
C-3	All	None	-	-	-	100%	100%

Minimum Setback Standards:

District	Front		Side		Rear	
	Parking in front	No parking in front	Adjacent to non-residential district	Adjacent to residential district	Adjacent to non-residential district	Adjacent to residential district
C-3	0’	0’	0’	10’	0’	0’

Sidewalk Setback: No building in the C-3 district, regardless of the location of the lot lines of the property on which it is to be built, shall be built closer than 8 ft. from the back of the curb line of any public street abutting the property on which the building is located. This spacing shall be maintained in order to provide adequate space for the required sidewalk to be built along that street frontage.

Canopy Standards: Canopies may project over the street right-of-way if they terminate no less than 2 ft. horizontally from the outside edge of the street curb and are no less than 8 ft. above the surface of a new or existing sidewalk.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
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C-3, Mixed-Use Commercial

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Community garden Urban farm **Residential** Dwelling - condominium Dwelling - multi-family Home occupation - type b Residential facility - rehabilitation **Recreation, Education & Assembly** Aquarium Community center Commercial recreation facility - indoor Cultural studio Library Museum Park – mini, neighborhood **Services** Adult day care ATM machine Auction house Child care – licensed center Child care – registered family home (5 children) Child care – licensed family home (6-16 children) Copy facilities Financial institution Funeral home Governmental services facility Lodging - hotel / motel Medical services - doctor office Office Personal services Postal services Repair services - household **Retail** Artisan shop Bakery Bar, lounge or tavern Gas station Outdoor vending - private property Packaged sale of beer and/or light wine Packaged sale of beer, light wine and/or spirits Restaurant Restaurant, drive-in Restaurant, drive through Retail Sidewalk café in public right-of-way **Transportation / Utilities** Broadcasting studio	**Agriculture and Animals** Animal clinic Botanical garden Greenhouse **Residential** Dwelling - modular Dwelling - townhouse or rowhouse Dwelling - two-family **Recreation, Education & Assembly** Arena / Auditorium Commercial recreation facility - outdoor Educational facility Event center Golf course Outdoor music venue Religious facilities **Services** Cemetery or mausoleum Lodging - bed & breakfast Medical services - hospital Public safety services **Retail** Convenience store that sells beer and/or light wine for off-site consumption within 500 ft. of a city owned park or trail Convenience store that sells beer, light wine/and or spirits for off-site consumption within 500 ft. of a city owned park or trail Outdoor vendor park **Transportation / Utilities** Parking facility (as principle use) Transportation facilities excluding airports Utility facility Wireless communication facility (cell towers) **Other** Temporary uses	**Residential** Dwelling - accessory Home occupation - type a **Transportation / Utilities** Solar energy system Wind energy system, small **Other** Building, accessory - nonresidential Donation box

Updated 11-09-2021

BIDC Industrial Park

25.73 acres available (developed)

55+ acres available (undeveloped)

Close proximity to I-49 and XNA Airport

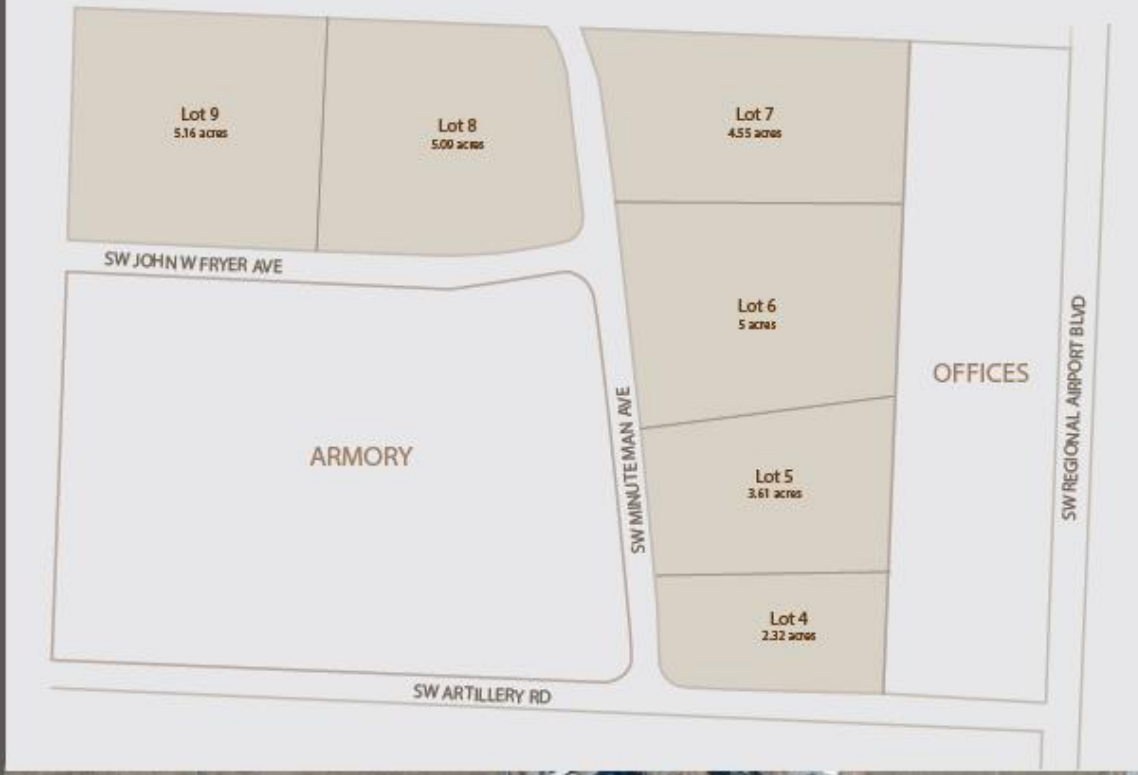
Close proximity to Walmart Regional Distribution Center

Close proximity to Walmart Fashion Distribution Center

Zoned I-2, Heavy Industrial

Developed acreage has water, sewer, electric, & gas

Contact:
Debbie Griffin
Economic Development Director
City of Bentonville
(479)254-2028
dgriffin@bentonvillear.com



BIDC – Industrial Park

Parcel – 01-15296-2003 –
Located Behind Armory
55.01 Acres
Zones – I - 2

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

I-2, Heavy Industrial District

The I-2 District is designed primarily to minimize the high risk of hazardous and environmentally objectionable uses of general manufacturing processes and storage facilities as well as provide for warehousing, heavy equipment repair and transportation facilities.

Maximum Height Allowed: 60 feet. *Exception:* Any structure exceeding the listed maximum height shall be set back an additional 1 foot for each foot in excess of the maximum height allowed for that district.

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Lot width		Min. lot depth	Max. lot coverage		Min. street frontage
				Min. lot width	Max. lot width		Interior lot	Exterior lot	
I-2	All	20,000	-	100’	-	100’	50%	50%	50’

Minimum Setback Standards:

District	Building type	Front		Side		Rear		
		With parking in front	Without parking in front	Adjacent to non-residential district and/or ROW	Adjacent to residential district	Adjacent to ROW	Adjacent to non-residential district	Adjacent to residential district
I-2	All	75’	50’	50’	75’	50’	50’	75’

Railroads:

Where property abuts a railroad and loading and unloading facilities are utilized, or second siding or spurs, the loading and unloading portions of the structures may be built up to railroad property line.

Development Standards:

(1) *All Industrial (I) districts*.
   a. *Nuisance mitigation*. Any lighting visible from outside the site shall be designed to reflect away from adjacent residential districts. No noise, odor or vibration shall be emitted so that it constitutes a nuisance which substantially exceeds the general level of noise, odor or vibration emitted by uses adjacent to or immediately surrounding the site. Such comparisons shall be made at the boundaries of the site.
   b. *Trash receptacles*. Outdoor storage of trash receptacles shall be at the sides or rear of the site and shall be totally encircled or screened by a sight-proof fence, planting or other suitable visual barrier.
   c. *Screening*. A permanent opaque screening fence or wall shall be constructed along any side or rear property line which abuts property zoned for residential purposes. The height of this screen or wall shall be not less than eight (8) feet and shall be constructed of wood, masonry or other durable opaque material, and finished in a manner appropriate to the appearance and use of the property.
   d. *Front yards*. No loading or storage of material shall be permitted in the required front yard.

(2) *I-1 Industrial district only*. Every use or any part thereof that is not conducted within a building completely enclosed on all sides shall be screened by a permanent opaque screening fence or wall so that it cannot be seen from an adjoining lot. The following screening and display criteria shall apply to uses located in the I-1, Industrial district:
   a. *Screening*. The height of any opaque screening fence or wall shall not be less than eight (8) feet.
   b. *Vehicle storage areas*. Automobile, bus, truck, tractor, mobile home, boat or motorcycle, and wheeled and/or tracked industrial vehicle storage areas are not required to screen fully assembled merchandise which is ready for sale.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

I-2, Heavy Industrial District

ALLOWED BY RIGHT

Agriculture and Animals
Agricultural product processing
Agricultural-related business
Animal clinic
Animal kennel or shelter
Animal - domestic or household
Botanical garden
Greenhouse
Plant nursery

Recreation, Education & Assembly
Arena / auditorium
Commercial recreation facility - indoor
Community center
Conference / convention center
Museum
Park - community
Park - mini
Park - neighborhood

Services
ATM machine
Adult day care
Auto or equipment auction
Automobile repair
Car wash
Crematory or mausoleum
Child care – registered family home (5 children)
Copy services
Correctional facility or jail
Crematory
Governmental service facility
Maintenance service
Medical services - laboratory
Office
Office / warehouse
Postal services
Repair services - household
Repair services - equipment, large appliances

Retail
Auto and vehicle sales/rental
Building and landscape material sales
Construction / heavy equipment sales/rental
Equipment rental - indoor
Equipment rental - outdoor
Gas station
Manufactured home sales
Medical marijuana dispensary
Pharmacy
Recreational vehicle and boat sales/rental
Outdoor vending, private property

Industrial and Warehousing
Artisan / craft product manufacturing
Cold storage plant
Contractor maintenance yard
Industrial - intensive
Industrial - light
Laboratory - dental or medical
Laboratory - manufacturing
Laboratory - research
Light fabrication and assembly process
Manufacturing and/or distribution plant, alcoholic beverages of every kind and type
Medical marijuana cultivation facility
Mini-warehouse storage
Taxidermy
Warehousing or wholesaling

Transportation / Utilities
Parking facility (as principle use)
Transportation facilities excluding airports

CONDITIONAL

Agriculture and Animals
Livestock market
Slaughterhouse

Recreation, Education & Assembly
Commercial recreation facility - outdoor
Educational facility
Golf course
Outdoor music venue
Religious facilities

Services
Child care - commercial
Public safety services

Retail
Restaurant, microbrewery

Industrial and Warehousing
Bulk storage of highly flammable material
Manufacturing and/or distribution plant, alcoholic beverages of every kind and type within 500’ of a city owned & maintained park or trail
Mining
Salvage yard

Transportation / Utilities
Airport facilities
Electric generating plant
Utility facility
Solid waste disposal
Wind energy system, large
Wireless communication facility (cell towers)

Other
Temporary uses

ACCESSORY

Residential
Dwelling - accessory

Transportation / Utilities
Solar energy system
Wind energy system, small

Other
Building, accessory - nonresidential
Donation box

Updated 11-09-2021

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/22/2024	**Submitted By:**	Tyler Overstreet
Phone:	(479) 271-3122	**For Department(s):**	Planning
Email:	toverstreet@bentonvillear.com		

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:	Planning Commission Appointment Process
Action Recommendation & Justification:	Committee of the Whole presentation and discussion of the Planning Commission Appointment Process.
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)*

		$ 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
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):

Planning Commission Appointment Process

Planning Commission Openings

Interview Panel

- Planning Director
- Legal Staff
- Engineering/Utility Staff Person
- City Council Member
- Planning Commission Chair

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Shelli Kerr
Phone:	(479)271-6822	**For Department(s):**	Planning/Public Arts Advisory Committee
Email:	skerr@bentonvillear.com		

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:	Resolution Endorsing a Temporary Installation of Artworks at City Hall
Action Recommendation & Justification:	A resolution endorsing the temporary installation of artworks titled "Hawksbill Crag" and "Roark Bluff" by photographer Tim Ernst on public property at City Hall. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	OzArt, owner of the two pieces, proposes to lend the artwork to the City of Bentonville for one-year, at no cost to the City. OzArt will be responsible for installing, insuring, maintaining, and de-instsalling the artworks. The Public Art Advisory Committee recommended approval of the artworks on April 9, 2024. Proposal attached.
Amount for Approval:	$ 0

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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
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):

From: noreply@civicplus.com
To: Shelli Kerr
Subject: Online Form Submittal: Public Art Proposal
Date: Wednesday, April 3, 2024 1:18:58 PM

Public Art Proposal

Proposal for Public Art

Type of Proposal	Unsolicited Proposal
Date	4/3/2024
Is the project a collaboration among multiple artists?	No
Is the project curated by someone or an organization other than the artist?	Yes

1) ARTIST INFORMATION

Complete this section with the primary artist's information. If this is a collaborative project with multiple artists, we will reach out for additional information on the other artists.

Name	OZ Art NWA
Address	PO Box 2850
City	Bentonville
State	AR
Zip Code	72712
Email Address	emiller@ozartnwa.com
Phone Number	4796162375
Upload artist resume / CV	City hall.pdf
Artist portfolio	City hall_1.pdf
Artist website	*Field not completed.*

2) CURATOR CONTACT INFORMATION

Complete this section with the primary contact of the curator of this project, if applicable. If the project is being submitted by the artist, proceed to Section 3) Artwork Details.

Name	*Field not completed.*
Title	*Field not completed.*
Organization Name	*Field not completed.*
Street Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
Email Address	*Field not completed.*
Phone Number	*Field not completed.*
3) ARTWORK DETAILS	
Title of artwork	Hawksbill Crag and Roark Bluff
Medium	photo on canvas
Height	25
Width and depth	33
Can the artwork be scaled smaller or larger?	No
Description of artwork	See attached listing
Upload description of artwork	City hall_2.pdf
Upload image of artwork	City hall_3.pdf
4) INSTALLATION AND MAINTENANCE	
Is the proposal for temporary or	Temporary

permanent display?	
If temporary, what is the requested display period?	1 year
Is the artwork already complete?	Yes
If yes, artwork is complete, is it currently on display?	No
If artwork is currently on display, when will it be available?	*Field not completed.*
If no, artwork is not complete, how much time is needed for fabrication?	Not applicable
Is the artwork best suited for indoor or outdoor display?	Indoor
Is a foundation required to install the artwork?	No
If a foundation is required, indicate the size and shape needed.	*Field not completed.*
Does the artwork require access to electricity?	No
Does the artwork require access to water?	No
What is the life expectancy of the artwork?	11 or more years
Are there any special maintenance needs for	No

this artwork?	
If there are maintenance needs, please describe here.	*Field not completed.*
5) BUDGET & FUNDING	
(a) Material costs	0
Describe materials costs.	0
(b) Production costs	0
Describe production costs.	0
(c) Installation costs	0
Describe installation costs.	0
(d) Total fabrication budget	0
(e) Artist's fee	0
(f) Travel costs	0
(g) Total budget	0
What is the planned funding for this proposal?	Private funding.

Email not displaying correctly? View it in your browser.

TIM ERNST
Hawksbill Crag, 2016
Photo on canvas
24.125 x 31.875 x 1.375 ″
Framed: 25.38 x 33.13 x 2 ″
ST2016-013

TIM ERNST
Roark Bluff, 2016
Photo on canvas
36.125 x 24 x 1.375 ″
Framed: 37.38 x 25.38 x 3 ″
ST2016-017

ELEVATOR ROOM

IN CASE OF FIRE
DO NOT USE
ELEVATORS
USE STAIRS

RESOLUTION NO. _____

A RESOLUTION ENDORSING THE TEMPORARY INSTALLATION OF ARTWORKS TITLED "HAWKSBILL CRAG" AND "ROARK BLUFF" BY PHOTOGRAPHER TIM ERNST ON PUBLIC PROPERTY IN CITY HALL AT NO COST TO THE CITY; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013;

WHEREAS, OzArt NWA proposes to lend two artworks to the City of Bentonville for display in City Hall, for one year at no charge to the City; and

WHEREAS, the Public Art Advisory Committee recommended approval of the artworks on April 9, 2024.

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby endorses the installation of artworks titled "Hawksbill Crag" and "Roark Bluff" by photographer Tim Ernst on public property at City Hall;

Section 2: That OzArt NWA, owner of the artworks, will lend the artworks to the City of Bentonville for one-year at no cost to the City; and

Section 3: That OzArt NWA, owner of the artworks, will be responsible for installing, insuring, maintaining, and de-installing both artworks.

PASSED and APPROVED this ___ day of _____, 2024.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Hadi Dudley
Phone:	479-271-3194	**For Department(s):**	Library
Email:	hdudley@bentonvillear.com		

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:	Resolution Approving a Budget Adjustment to Accept Grant Funds and Donations for the Library
Action Recommendation & Justification:	Resolution approving a budget adjustment for Bentonville Public Library to accept a grant award from the Illinois River Watershed Partnership, in the amount of $15,000.00, and donations from the Bentonville Library Foundation, in the amount of $370,531.00. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Grant funds and donations support the Library's expansion and renovation project. The grant pays a portion of costs for three (3) storm water gardens on library property. Donations are a continuation of the capital campaign with the Library Foundation successfully raising $10,842,987.70.
Amount for Approval:	$ 385,531.00

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
105050-33810	Local Grants	$	$ 15,000.00
105050-37010	Miscellaneous Donation	$	$ 370,531.00
105050-47210	Plants and Building	$ 385,531.00	$
		$	$

Fund(s) Impacted (check all that apply) ☑ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

DocuSign Envelope ID: 2BA41E60-BE8C-47CE-862C-3B23982ABF99

GREEN INFRASTRUCTURE PROGRAM
LANDOWNER AGREEMENT

PROJECT DESCRIPTION

The goal of this project is to treat stormwater runoff and improve water quality through construction of 3 rain gardens encompassing approximately 5,140 square feet located at 36°22'03.0"N 94°12'31.2"W. The project design is presented in Exhibit A.

CONTRACTING PARTIES

This agreement is made by and between:
ILLINOIS RIVER WATERSHED PARTNERSHIP, whose address is 221 S Main Street, Cave Springs, AR 72718, hereafter referred to as IRWP, and

BENTONVILLE PUBLIC LIBRARY whose address is 405 S. Main Street, Bentonville, AR, 72712, hereafter referred to as BPL.

This Agreement is effective when signed by both contracting parties, and ends on the date as described in Exhibit B.

All work will be performed on parcels belonging located at the address above and further described in Exhibit A.

LANDOWNER

LANDOWNER grants IRWP and its contractors authority to complete the project described in Exhibit A. Any donation of supplies, equipment, or direct payment from IRWP to LANDOWNER for carrying out the projects or practices is included in Exhibit C. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the LANDOWNER, IRWP, or other parties, as a result of any mandated requirements.

LANDOWNER guarantees ownership of the land described in Exhibit A, located at the specified address in this agreement, and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

LANDOWNER agrees to allow access (with advance notice) to IRWP and other contractors or cooperating partners to implement the project described in Exhibit A, and to monitor project success.

LANDOWNER retains all rights to control access and retains all responsibility for taxes, assessments, and damage claims.

LANDOWNER agrees to maintain the project area for the total lifespan of the project (five years) following construction completion described in Exhibit B. LANDOWNER will follow the minimum maintenance guidelines included in Exhibit D.

DocuSign Envelope ID: 2BA41E60-BE8C-47CE-862C-3B23982ABF99

LANDOWNER will NOT be responsible for replacing green infrastructure practices that are damaged or destroyed due to negligence or severe acts of nature.

LANDOWNER agrees to provide cost share of total cost of the project via either in-kind donation or financial contribution as described in Exhibit C. Any additional grants, materials, labor, equipment, or financial contributions by partner organizations or individuals, will be credited toward LANDOWNER's cost share so long as it meets requirements set forth in this agreement.

LANDOWNER in-kind labor and equipment contributions GREATER than the cost share described in Exhibit C are considered donations to the project, not reimbursable expenses. IRWP will not pay LANDOWNER directly for hours worked on their own project but will credit those hours or equipment contributions toward the LANDOWNER'S cost share.

IRWP

IRWP will develop a standardized educational sign, in collaboration with the LANDOWNER, which will include information on this project and funding partners that is to be permanently affixed in a visible location adjacent to the project.

IRWP will work with LANDOWNER, contractors, and Cooperating Partners throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement.

IRWP, its agents, or assignees will provide advanced notice prior to accessing LANDOWNER'S property to implement the project described in the work plan, and to monitor project success.

IRWP assumes no liability for damage or injury on the above acreage. IRWP does not assume jurisdiction over the premises by this Agreement.

IRWP agrees to provide project management and the project costs described in Exhibit C.

MODIFICATIONS TO AGREEMENT

This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if LANDOWNER terminates the Agreement before its expiration, or if LANDOWNER should materially default on these commitments, then LANDOWNER agrees to reimburse IRWP prior to final termination for the prorated costs of all green infrastructure activities placed on the land through this Agreement.

DocuSign Envelope ID: 2BA41E60-BE8C-47CE-862C-3B23982ABF99

[redacted]

March 13, 2024 | 1:19 PM CDT

Stephanie Orman, Mayor, City of Bentonville — Date

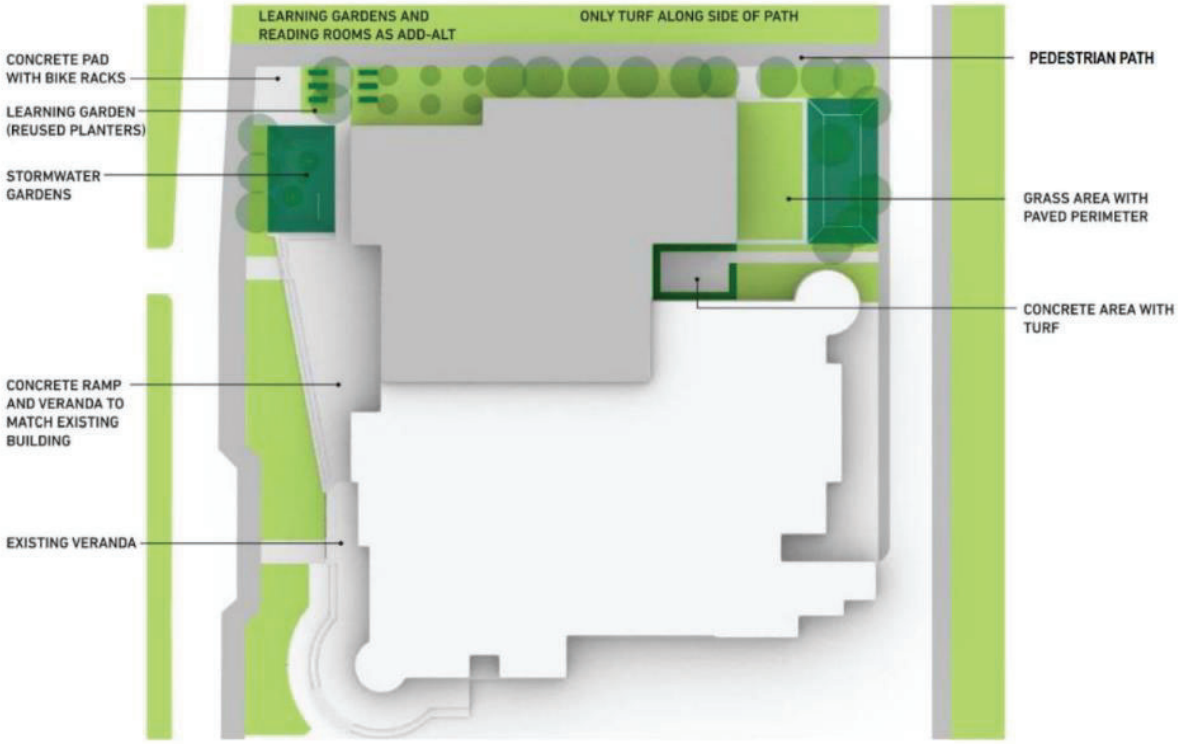
[redacted]

1/29/24

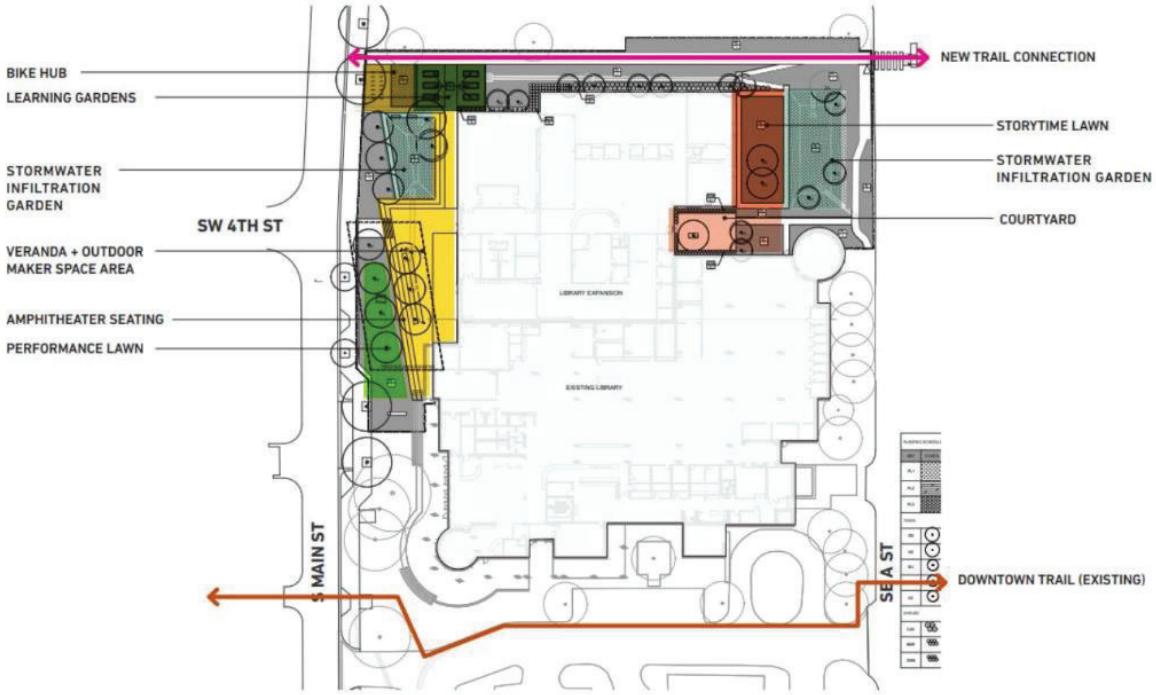
Leif Kindberg, IRWP Executive Director — Date

DocuSign Envelope ID: 2BA41E60-BE8C-47CE-862C-3B23982ABF99

EXHIBIT A: PROJECT OVERVIEW



LIBRARY LANDSCAPE PROGRAMMING DIAGRAM



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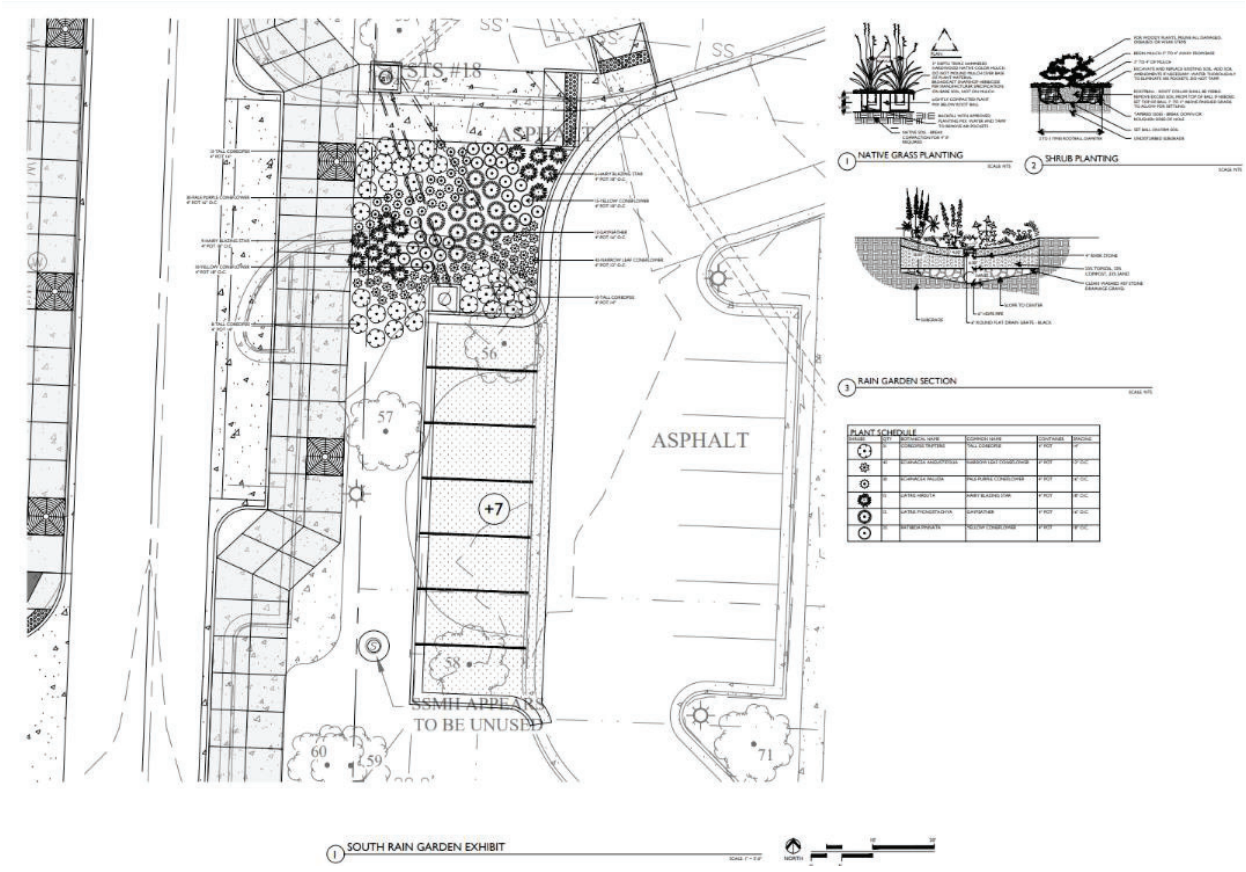

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EXHIBIT B: PROJCT SCHEDULE

Estimated Date	Activity	Responsible Party
January 17, 2024	Site Visit and Project Discussion	BPL and IRWP
August 2024	Earthwork Complete	BPL
September 2024	Installation of Plants	BPL
September 2024	Post-Installation Survey	IRWP
October 2024	Final Invoice to IRWP	BPL
October 2024	Sign Installation	IRWP
March 2025	Maintenace Meeting	BPL and IRWP
March 2025	6-Month Monitoring Survey	IRWP

EXHIBIT C: BUDGET

BPL will track all project-related expenses and in-kind contributions. BPL will invoice the IRWP for their contribution described below upon completion and inspection of construction activities.

Total Cost Estimate	
Category	Total
Landscaping.....	$18,222.00
Irrigation.....	$2,173.00
Earthwork.....	$23,021.89
Landscape design.....	$15,000.00

Total (all)	$58,416.89
IRWP Contribution	$15,000.00
BPL Cost Share	$43,416.89

EXHIBIT D: MAINTENANCE

The landowner is responsible for preventative and corrective maintenance of the installed practices for five years following construction completion. Below are minimum maintenance guidelines for the practices included in Exhibit A.

RAIN GARDEN

WATERING

The garden should be watered twice a week until the plants are established. Once established, waterings may be reduced. The garden should be regularly watered during the

DocuSign Envelope ID: 2BA41E60-BE8C-47CE-862C-3B23982ABF99

first three months and as needed during drought periods. The watering schedule may be modified depending on weather conditions.

VEGETATION & PLANTINGS

Vegetation should regularly be inspected during establishment by the landowner. Vegetated areas should be inspected annually for erosion and unwanted growth. Remove or replace any dead plants in the garden as needed.

WEEDING

Remove unwanted weeds from the garden by hand. Pull the weed from the base to remove the root structure. As the garden matures, the rain garden plants will spread and help out-compete unwanted weeds.

PRUNING

An annual cutback when plants are dormant, between February and March, will be required. Remove dead foliage down to 6 inches above soil level. Remove dead plant material and deadhead flowers if desired. Deadheading a flowering plant once the bloom has faded will encourage new vegetative growth and potential reblooming. However, removing spent flowers also removes seed heads which provide food for wildlife and increase resilience through propagation.

MULCHING

Mulch is used to prevent weeds, erosion, and maintain moisture in the rain garden. A 2-inch layer of mulch should be maintained during the first year following project completion. Mulching beyond the first year is optional as the plants in the garden mature and become denser. Take care not to over-mulch your rain garden, as mulch can smother small plants and clog outlet structures.

INLETS & OUTLETS

The rain garden's inlets and outlets should be regularly inspected for debris that may prevent the passage of water. Inlets should be inspected during rain events to ensure that water is flowing into the garden. Structural components, including the berm, should be inspected annually.

DRAINAGE

The rain garden should be inspected bi-annually to ensure that the soil media remains permeable. Rain gardens should dewater within 48 hours following a rain event. If pooled water is present in the garden after 48 hours, corrective action may be required.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2024 BUDGET TO RECOGNIZE AND APPROPRIATE GRANT FUNDS AND DONATIONS, IN THE TOTAL AMOUNT OF THREE HUNDRED EIGHTY-FIVE THOUSAND FIVE HUNDRED THIRTY-ONE DOLLARS ($385,531.00), TO SUPPORT THE LIBRARY EXPANSION AND RENOVATION PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Illinois River Watershed Partnership awarded a grant in the amount of fifteen thousand dollars ($15,000.00) to the Bentonville Public Library;

WHEREAS, the Bentonville Library Foundation donated three hundred seventy thousand five hundred thirty-one dollars ($370,531.00) to the Bentonville Public Library; and

WHEREAS, these funds will be recognized and appropriated for the Library Expansion and Renovation 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 accept a grant and donations to the Bentonville Public Library in the total amount of three hundred eighty-five thousand five hundred thirty-one dollars ($385,531.00) from the Illinois River Watershed Partnership and the Bentonville Library Foundation;

Section 2: The 2024 Budget is adjusted to recognize fifteen thousand dollars ($15,000.00) of grant funds into Account #105050-33810 – Local Grants and appropriate the same to Account #105050-47210 – Plant and Building;

Section 3: The 2024 Budget is further adjusted to recognize three hundred seventy thousand five hundred thirty-one dollars ($370,531.00) of donations, into Account #105050-37010 – Miscellaneous Donations and appropriate the same to Account #105050-47210 – Plant and Building;

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 this _____ day of _____, 2024.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, MAYOR

_____
MALLORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Hadi Dudley
Phone:	479-271-3194	**For Department(s):**	Library
Email:	hdudley@bentonvillear.com		

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:	Resolution Approving a Budget Adjustment to Reallocate Funds for the Purchase of Library Furniture
Action Recommendation & Justification:	Resolution approving a budget adjustment for Bentonville Public Library to reallocate funds for the purchase of furnishings needed for the expansion, in an amount not to exceed $1,167,500.00. A budget adjustment is needed to reallocate funds.
Additional Comments for Consideration (Optional):	New library furniture is required for the expansion and renovated spaces at BPL. Budgeted funds need to be moved from Plants and Building to the appropriate account, Furniture and Fixtures, to purchase the required furnishings. Refer to memo for more information.
Amount for Approval:	$ 1,167,500.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

105050-47430	Furniture and Fixtures	$ 1,167,500	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105050-47210	Plants and Building	$ (1,167,500)	$
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):

Memorandum

TO:	Bentonville City Council, Mayor Stephanie Orman
FROM:	Hadi Dudley, Library Director
CC:	Patrick Johndrow, Finance Director; Kelsi Fredrick, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney
SUBJECT:	Furniture procurement for the library's expansion/renovation project
DATE:	March 26, 2024

A **furniture package** has been **carefully chosen** for **Bentonville Public Library** (BPL) through an existing professional services agreement with **MSR Design**.

New interior and exterior library furnishings are **required** for the expansion and renovated spaces at BPL. Furnishings in the package include **contract-grade** pieces designed for **heavy public use**.

Various types of furniture are being procured for BPL, such as comfortable public seating, study tables and chairs, meeting room furnishings and staff workstations. The purchase of specialty pieces for featured spaces such as the makerspace, community hub, youth areas and outdoor spaces will enhance these library amenities and be enjoyed by patrons for years to come.

The cost for new library furnishings related to this budget adjustment will not exceed **$1,167,500**.

Procurement Contracts

MSR Design solicited proposals utilizing **purchasing contracts** including the Arkansas State Contract and the TIPS and OMNIA national cooperative contracts. Proposals from several local commercial furniture dealers included solutions from various furniture companies. This **procurement process** saved the City of Bentonville more than **$195,500** on furnishings. Throughout the project, MSR Design was mindful of furniture selections and offered alternates to save money.

Four local dealers were awarded various sections of the furniture package based on their **competitive pricing**, which boosts local economy.

- ImageWorks Commercial Interiors: up to $490,000
- Innovative Business Interiors: up to $220,000
- Evo Business Environments: up to $170,500
- Innerplan: up to $179,000

Standard AIA agreements will be executed for these library purchases; AIA exhibits available upon request. All planned purchases for library furnishings adhere to the City of Bentonville's Purchasing Policy. **Additional furniture purchases on cooperative purchasing contracts** do not require City Council approval. BPL will purchase some **ancillary items** directly from vendors to save money.

Furniture Reuse Plan

BPL is **reusing existing furniture** in **renovated spaces** to **save money**, valued at approximately **$235,000**. Reuse of furniture also **reduces our carbon footprint** by approximately 110,426 kg CO2e (doing the work of **5,020 trees** over the course of one year).

Please contact me with your questions at 479-271-3194 or hdudley@bentonvillear.com.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2024 BUDGET, REALLOCATING FUNDS FOR THE BENTONVILLE PUBLIC LIBRARY, IN THE AMOUNT OF ONE MILLION ONE HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($1,167,500.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library seeks City Council approval of a budget adjustment to reallocate budgeted funds from Plants and Building to Furniture and Fixtures; and

WHEREAS, this budget adjustment will assist with the purchase of new library furniture that is required for the expansion and renovated spaces at the Bentonville Public Library.

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

Section 1: The 2024 Budget is adjusted to appropriate one million one hundred sixty-seven thousand five hundred dollars ($1,167,500.00) from Account #105050-47210 Plants and Building into Account #105050-47430 – Furniture and Fixtures;

Section 2: This budget adjustment will cover the purchase of new Library Furniture that is required for the expansion and renovated spaces at the Bentonville Public Library;

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 _____, 2024.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, MAYOR

_____
MALLORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Hadi Dudley
Phone:	479-271-3194	**For Department(s):**	Library
Email:	hdudley@bentonvillear.com		

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:	Resolution Authorizing an Agreement for the Purchase of Furniture from ImageWorks CI
Action Recommendation & Justification:	Resolution authorizing an agreement with ImageWorks Commercial Interiors for the purchase of library furnishings for Bentonville Public Library, in an amount not to exceed $490,000.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	New library furniture is required for the expansion and renovated spaces at BPL. The purchase is being made through cooperative purchasing contracts using OMNIA #07-94, OMNIA #07-103, TIPS # 230301 and OMNIA #2019.001899. This complies with the City's purchasing policy as these contracts have been competitively bid. These contracts reflect the lowest quoted price. Cost includes materials, fabrication installation, shipping, and applicable tax.
Amount for Approval:	**$** 490,000.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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
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):

AIA® Document A151™ – 2019

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Hadi Dudley
Library Director
405 S Main St, Bentonville, Arkansas, 72712

and the Vendor:
(Name, legal status, address, and other information)

ImageWorks Commercial Interiors L317
653 W Dickson Street
Fayetteville, AR 72701
Telephone Number: 479-751-5861

for the following Project:
(Name, location, and detailed description)

Bentonville Public Library Expansion
Bentonville, AR
Renovation of existing 38,500 sf library with one level expansion with site improvements

The Architect:
(Name, legal status, address, and other information)

MSR Design
510 Marquette Ave S, Suite 200
Minneapolis, MN, 55402

The Owner and Vendor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

DRAFT

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail.~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.~~

§ 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

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§ 1.4 Modifications
A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

§ 1.5 The Work
The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

§ 1.6 Instruments of Service
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.8 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.9 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its vendors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.10 Severability
The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.11 Notice
§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

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whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 1.11.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.12 Assignment of Contract
Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

ARTICLE 2 CONTRACT SUM AND PAYMENTS
§ 2.1 Contract Sum
§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be Four Hundred Eighty Nine Thousand Two Hundred Eighty Three Dollars and Twelve Cents ($ $489,283.12), subject to additions and deductions as provided in the Contract Documents.

§ 2.1.2 Alternates
§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 2.1.3 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 2.1.4 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 2.1.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 2.1.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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§ 2.2 Payments

§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:
(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

50% deposit; balance due upon completion

§ 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor's right to payment.

§ 2.2.3 Except with the Owner's knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner's employees or consultants, that would reasonably appear to compromise the Owner's employees' or consultants' judgment with respect to this Project.

ARTICLE 3 TIME

§ 3.1 Contract Time

§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 3.1.2 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

§ 3.2 Date of Commencement

The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.3 Completion

§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: Following construction substantial completion. Target install start date for new expansion is September 3, 2024, subject to change. Target install for existing building renovation area is November 15, 2024.

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following dates:

Portion of Work	Completion Date

ARTICLE 4 OWNER

§ 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:
(Name, address, email address, and other information)

Hadi Dudley, Library Director
405 S Main St, Bentonville, Arkansas, 72712

Email Address: HDudley@bentonvillear.com

§ 4.2 Information and Services Required of the Owner

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- **.1** areas of the Project premises that the Vendor may use to perform the Work;
- **.2** access to the Project premises for the Vendor at reasonable times;
- **.3** information regarding any restrictions on the use of, or access to, the Project premises;
- **.4** suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
- **.5** utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
- **.6** a secured premises for storage of FF&E until acceptance.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 5 VENDOR

§ 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:
(Name, address, email address, and other information)

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§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

§ 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

§ 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

§ 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

§ 5.4.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 5.5 Supervision

§ 5.5.1 The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

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§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 5.6 Labor and Materials

§ 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 5.6.2 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

§ 5.7 Taxes

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 5.8 Permits, Fees, Notices, and Compliance with Laws

§ 5.8.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 5.8.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

§ 5.10 Vendor's Schedules

§ 5.10.1 The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

§ 5.10.2 The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

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§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 5.11 Submittals

§ 5.11.1 The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 5.11.2 The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and ~~material safety data sheets.~~finish maintenance guides.

§ 5.12 Cleaning Up

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 5.13 Access to Work

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

§ 5.14 Indemnification

§ 5.14.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

§ 5.14.2 In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 5.14.3 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

ARTICLE 6 TITLE AND RISK OF LOSS

§ 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

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§ 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

ARTICLE 7 DELIVERY AND INSTALLATION

§ 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

ARTICLE 8 ACCEPTANCE

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

ARTICLE 9 WARRANTIES

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

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§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

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§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and

.3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

§ 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

~~**§12.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

~~**§ 12.2.3** If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.~~

ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance

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company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ($) each occurrence, ($) general aggregate, and ($) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Vendor's indemnity obligations under Section 5.14.

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than ($) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 13.5 Workers' Compensation at statutory limits.

§ 13.6 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

§ 13.9 The Vendor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Vendor.

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

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§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

§ 13.12 Other Insurance Provided by the Vendor

(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)

Coverage	Limits

~~**§ 13.13 Waiver of Subrogation**~~

~~**§ 13.13.1** The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~**§ 13.13.2** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.~~

ARTICLE 14 CLAIMS AND DISPUTES

§ 14.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ] Arbitration pursuant to Section 14.7 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)* *MEDIATION*

If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after

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initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3 Notice of Claims
Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

§ 14.4 Time Limits on Claims
The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work.~~The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.~~

§ 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~**§ 14.7** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 14.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 14.9** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~**§ 14.10** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

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§ 14.11 Continuing Contract Performance
Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 14.12 Waiver of Claims for Consequential Damages
The Vendor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Vendor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS
§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

§ 15.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A: Furniture Specifications: Group F- Hightower, Group G- Loll, Group I- TMC + Group J- Steelcase/Extremis

Section	Title	Date	Pages
	2024-04-04_BPL FFE Specifications Package-MARKUP	04/04/2024	45-62, 74-89

§ 15.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B: Furniture Floor Plan

Number	Title	Date
	04/04/2024	

~~Number~~	~~Title~~	~~Date~~
-		

§ 15.6 The Addenda, if any:

Number	Date	Pages
Addendum 01 and Addendum 02	03/15/2024 + 03/22/2024	

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Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

§ 15.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

2024-0-3-11_BPL FFE Tagged Floor Plan - Renovation Area

Document	Title	Date	Pages
Exhibit C: Renovation Phase Furniture Plan			

~~Document~~	~~Title~~	~~Date~~	~~Pages~~
-			

03/11/2024
1

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**VENDOR** *(Signature)*
Hadi Dudley, Library Director	
(Printed name and title)	*(Printed name and title)*
-	-
~~**OWNER** *(Signature)*~~	~~**VENDOR** *(Signature)*~~
—	—
~~*(Printed name and title)*~~	~~*(Printed name and title)*~~

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH IMAGEWORKS COMMERCIAL INTERIORS, FOR THE PURCHASE OF LIBRARY FURNISHINGS, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED NINETY THOUSAND DOLLARS ($490,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library requests to enter into an agreement with ImageWorks Commercial Interiors to purchase library furnishings;

WHEREAS, this purchase is being made through several cooperative purchasing contracts;

WHEREAS, the City's Purchasing office performed an evaluation, determining that the solicitation is in line with both Arkansas State Statute §19-11-249 and the City's Purchasing Policy; and

WHEREAS, this is a budgeted item.

NOW, THEREFORE, BE IT RESOLVED 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 ImageWorks Commercial Interiors, to purchase library furnishings through participation in cooperative purchasing contracts, in an amount not to exceed four hundred ninety thousand dollars ($490,000.00);

Section 2: As this purchase is being made through a cooperative purchasing contract utilizing State law and the City's Purchasing Policy, this does not need to be bid;

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 _____, 2024.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, Mayor

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Hadi Dudley
Phone:	479-271-3194	**For Department(s):**	Library
Email:	hdudley@bentonvillear.com		

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:	Resolution Authorizing an Agreement for the Purchase of Furniture from Innovative Business Interiors
Action Recommendation & Justification:	Resolution authorizing an agreement with Innovative Business Interiors for the purchase of library furnishings for Bentonville Public Library, in an amount not to exceed $220,000.00 total. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	New library furniture is required for the expansion and renovated spaces at BPL. The purchase is being made through cooperative purchasing contracts using TIPS #230301, OMNIA #NR482.B.013, OMNIA CDA #GO-113355 and OMNIA Region14 ESC-TX / 07-115, in compliance with the City's purchasing policy. These contracts reflect the lowest quoted price. Competitive bidding or a bid waiver is not required. Cost includes materials, fabrication installation, shipping, and applicable tax.
Amount for Approval:	**$** 220,000.00

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):

AIA® Document A151™ – 2019

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Hadi Dudley
Library Director
405 S Main St, Bentonville, Arkansas, 72712

and the Vendor:
(Name, legal status, address, and other information)

Innovative Business Furniture, DBA: Innovative Business Interiors.
3937 Elm Springs Rd.
Springdale , AR 72762
Telephone Number: 479-640-3788

for the following Project:
(Name, location, and detailed description)

Bentonville Public Library Expansion
Bentonville, AR
Renovation of existing 38,500 sf library with one level expansion with site improvements

The Architect:
(Name, legal status, address, and other information)

MSR Design
510 Marquette Ave S, Suite 200
Minneapolis, MN, 55402

The Owner and Vendor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

DRAFT

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail.~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.~~

§ 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

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§ 1.4 Modifications
A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

§ 1.5 The Work
The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

§ 1.6 Instruments of Service
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.8 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.9 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its vendors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.10 Severability
The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.11 Notice
§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

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whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 1.11.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.12 Assignment of Contract
Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

ARTICLE 2 CONTRACT SUM AND PAYMENTS
§ 2.1 Contract Sum
§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be Two Hundred Nineteen Thousand Five Hundred Forty One Dollars and Fifteen Cents ($ $219,541.15), subject to additions and deductions as provided in the Contract Documents.

§ 2.1.2 Alternates
§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 2.1.3 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 2.1.4 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 2.1.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 2.1.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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§ 2.2 Payments

§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:
(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

50% deposit; balance due upon completion

§ 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor's right to payment.

§ 2.2.3 Except with the Owner's knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner's employees or consultants, that would reasonably appear to compromise the Owner's employees' or consultants' judgment with respect to this Project.

ARTICLE 3 TIME

§ 3.1 Contract Time

§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 3.1.2 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

§ 3.2 Date of Commencement

The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.3 Completion

§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: Following construction substantial completion. Target install start date for new expansion is September 3, 2024, subject to change. Target install for existing building renovation area is November 15, 2024.

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following dates:

Portion of Work	Completion Date

ARTICLE 4 OWNER

§ 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:
(Name, address, email address, and other information)

Hadi Dudley, Library Director
405 S Main St, Bentonville, Arkansas, 72712

Email Address: HDudley@bentonvillear.com

§ 4.2 Information and Services Required of the Owner

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- **.1** areas of the Project premises that the Vendor may use to perform the Work;
- **.2** access to the Project premises for the Vendor at reasonable times;
- **.3** information regarding any restrictions on the use of, or access to, the Project premises;
- **.4** suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
- **.5** utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
- **.6** a secured premises for storage of FF&E until acceptance.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 5 VENDOR

§ 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:
(Name, address, email address, and other information)

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§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

§ 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

§ 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

§ 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

§ 5.4.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 5.5 Supervision

§ 5.5.1 The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

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§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 5.6 Labor and Materials

§ 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 5.6.2 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

§ 5.7 Taxes

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 5.8 Permits, Fees, Notices, and Compliance with Laws

§ 5.8.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 5.8.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

§ 5.10 Vendor's Schedules

§ 5.10.1 The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

§ 5.10.2 The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

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§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 5.11 Submittals

§ 5.11.1 The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 5.11.2 The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and ~~material safety data sheets.~~finish maintenance guides.

§ 5.12 Cleaning Up

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 5.13 Access to Work

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

§ 5.14 Indemnification

§ 5.14.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

§ 5.14.2 In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 5.14.3 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

ARTICLE 6 TITLE AND RISK OF LOSS

§ 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

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§ 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

ARTICLE 7 DELIVERY AND INSTALLATION

§ 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

ARTICLE 8 ACCEPTANCE

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

ARTICLE 9 WARRANTIES

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

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§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

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§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and

.3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

§ 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

~~**§12.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

~~**§ 12.2.3** If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.~~

ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance

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company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ($) each occurrence, ($) general aggregate, and ($) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Vendor's indemnity obligations under Section 5.14.

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than ($) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 13.5 Workers' Compensation at statutory limits.

§ 13.6 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

§ 13.9 The Vendor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Vendor.

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

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§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

§ 13.12 Other Insurance Provided by the Vendor

(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)

Coverage	Limits

~~**§ 13.13 Waiver of Subrogation**~~

~~**§ 13.13.1** The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~**§ 13.13.2** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.~~

ARTICLE 14 CLAIMS AND DISPUTES

§ 14.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ] Arbitration pursuant to Section 14.7 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)* *MEDIATION*

If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after

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initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3 Notice of Claims
Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

§ 14.4 Time Limits on Claims
The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work.~~The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.~~

§ 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~**§ 14.7** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 14.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 14.9** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~**§ 14.10** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

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§ 14.11 Continuing Contract Performance
Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 14.12 Waiver of Claims for Consequential Damages
The Vendor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Vendor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS
§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

§ 15.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit: Exhibit A: Furniture Specifications: Group E- Fomcore, Group O- Herman Miller, Group R- Allsteel (OFS subbed), Group S- Scandinavian Spaces, Group U- Martin Brattrud, Group V- ULINE. Exhibit D: Workstation Package

Section	Title	Date	Pages
2024-04-04_BPL FFE Specifications Package-MARKUP	04/04/2024		

~~Section~~	~~Title~~	~~Date~~	~~Pages~~
-			

§ 15.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B: Furniture Floor Plan

Number	Title	Date
	04/04/2024	

~~Number~~	~~Title~~	~~Date~~
-		

§ 15.6 The Addenda, if any:

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Number	Date	Pages
Addendum 01 and Addendum 02	03/22/2024	

Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

§ 15.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

2024-0-3-11_BPL FFE Tagged Floor Plan - Renovation Area

Document	Title	Date	Pages
Exhibit C: Renovation Phase Furniture Plan			

~~Document~~	~~Title~~	~~Date~~	~~Pages~~
-			

03/11/2024
1

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**VENDOR** *(Signature)*
Hadi Dudley, Library Director	
(Printed name and title)	*(Printed name and title)*
-	-
~~**OWNER** *(Signature)*~~	~~**VENDOR** *(Signature)*~~
—	—
~~*(Printed name and title)*~~	~~*(Printed name and title)*~~

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH INNOVATIVE BUSINESS INTERIORS, FOR THE PURCHASE OF LIBRARY FURNISHINGS, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY THOUSAND DOLLARS ($220,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library requests to enter into an agreement with Innovative Business Interiors to purchase library furnishings;

WHEREAS, this purchase is being made through several cooperative purchasing contracts,

WHEREAS, the City's Purchasing office performed an evaluation, determining that the solicitation is in line with both Arkansas State Statute §19-11-249 and the City's Purchasing Policy; and

WHEREAS, this is a budgeted item.

NOW, THEREFORE, BE IT RESOLVED 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 Innovative Business Interiors, to purchase library furnishings through participation in cooperative purchasing contracts, in an amount not to exceed two hundred twenty thousand dollars ($220,000.00);

Section 2: As this purchase is being made through a cooperative purchasing contract utilizing State law and the City's Purchasing Policy, this does not need to be bid;

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 _____, 2024.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Hadi Dudley
Phone:	479-271-3194	**For Department(s):**	Library
Email:	hdudley@bentonvillear.com		

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:	Resolution Authorizing an Agreement for the Purchase of Furniture from Evo Business Environments
Action Recommendation & Justification:	Resolution authorizing an agreement with Evo Business Environments for the purchase of library furnishings for Bentonville Public Library, in an amount not to exceed $170,500.00 total. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	New library furniture is required for the expansion and renovated spaces at BPL. The purchase is being made through cooperative purchasing contracts using OMNIA #07-129, OMNIA #07-84, OMNIA #GO-104798 and OMNIA #07-92, in compliance with the City's purchasing policy. These contracts reflect the lowest quoted price. Competitive bidding or a bid waiver is not required. Cost includes materials, fabrication installation, shipping, and applicable tax.
Amount for Approval:	$ 170,500.00

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):

AIA® Document A151™ – 2019

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Hadi Dudley
Library Director
405 S Main St, Bentonville, Arkansas, 72712

and the Vendor:
(Name, legal status, address, and other information)

Evo Business Environments, Inc.
415 N. McKinley, Suite 1250
Little Rock, AR 72205
Telephone Number: 479-445-8095

for the following Project:
(Name, location, and detailed description)

Bentonville Public Library Expansion
Bentonville, AR
Renovation of existing 38,500 sf library with one level expansion with site improvements

The Architect:
(Name, legal status, address, and other information)

MSR Design
510 Marquette Ave S, Suite 200
Minneapolis, MN, 55402

The Owner and Vendor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

DRAFT

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail.~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.~~

§ 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

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§ 1.4 Modifications
A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

§ 1.5 The Work
The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

§ 1.6 Instruments of Service
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.8 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.9 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its vendors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.10 Severability
The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.11 Notice
§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

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whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 1.11.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.12 Assignment of Contract
Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

ARTICLE 2 CONTRACT SUM AND PAYMENTS
§ 2.1 Contract Sum
§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be One Hundred Seventy Thousand Two Hundred Fifty Seven Dollars and Eighty Six Cents ($ $170,257.86), subject to additions and deductions as provided in the Contract Documents.

§ 2.1.2 Alternates
§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 2.1.3 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 2.1.4 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 2.1.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 2.1.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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§ 2.2 Payments
§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:
(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

50% deposit; balance due upon completion

§ 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor's right to payment.

§ 2.2.3 Except with the Owner's knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner's employees or consultants, that would reasonably appear to compromise the Owner's employees' or consultants' judgment with respect to this Project.

ARTICLE 3 TIME
§ 3.1 Contract Time
§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 3.1.2 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

§ 3.2 Date of Commencement
The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.3 Completion
§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: Following construction substantial completion. Target install start date for new expansion is September 3, 2024, subject to change. Target install for existing building renovation area is November 15, 2024.

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following dates:

Portion of Work	Completion Date

ARTICLE 4 OWNER

§ 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:
(Name, address, email address, and other information)

Hadi Dudley, Library Director
405 S Main St, Bentonville, Arkansas, 72712

Email Address: HDudley@bentonvillear.com

§ 4.2 Information and Services Required of the Owner

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- **.1** areas of the Project premises that the Vendor may use to perform the Work;
- **.2** access to the Project premises for the Vendor at reasonable times;
- **.3** information regarding any restrictions on the use of, or access to, the Project premises;
- **.4** suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
- **.5** utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
- **.6** a secured premises for storage of FF&E until acceptance.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 5 VENDOR

§ 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:
(Name, address, email address, and other information)

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§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

§ 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

§ 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

§ 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

§ 5.4.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 5.5 Supervision

§ 5.5.1 The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

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§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 5.6 Labor and Materials

§ 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 5.6.2 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

§ 5.7 Taxes

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 5.8 Permits, Fees, Notices, and Compliance with Laws

§ 5.8.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 5.8.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

§ 5.10 Vendor's Schedules

§ 5.10.1 The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

§ 5.10.2 The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

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§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 5.11 Submittals

§ 5.11.1 The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 5.11.2 The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and ~~material safety data sheets.~~finish maintenance guides.

§ 5.12 Cleaning Up

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 5.13 Access to Work

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

§ 5.14 Indemnification

§ 5.14.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

§ 5.14.2 In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 5.14.3 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

ARTICLE 6 TITLE AND RISK OF LOSS

§ 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

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§ 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

ARTICLE 7 DELIVERY AND INSTALLATION

§ 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

ARTICLE 8 ACCEPTANCE

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

ARTICLE 9 WARRANTIES

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

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§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

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§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and

.3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

§ 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

~~**§12.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

~~**§ 12.2.3** If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.~~

ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance

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company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ($) each occurrence, ($) general aggregate, and ($) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Vendor's indemnity obligations under Section 5.14.

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than ($) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 13.5 Workers' Compensation at statutory limits.

§ 13.6 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

§ 13.9 The Vendor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Vendor.

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

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§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

§ 13.12 Other Insurance Provided by the Vendor

(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)

Coverage	Limits

~~**§ 13.13 Waiver of Subrogation**~~

~~**§ 13.13.1** The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~**§ 13.13.2** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.~~

ARTICLE 14 CLAIMS AND DISPUTES

§ 14.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ] Arbitration pursuant to Section 14.7 of this Agreement

[X] Litigation in a court of competent jurisdiction

[~~-~~X] Other *(Specify)* *MEDIATION*

If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after

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initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3 Notice of Claims
Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

§ 14.4 Time Limits on Claims
The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work.~~The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.~~

§ 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~**§ 14.7** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 14.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 14.9** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~**§ 14.10** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

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§ 14.11 Continuing Contract Performance
Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 14.12 Waiver of Claims for Consequential Damages
The Vendor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Vendor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS

§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

§ 15.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A: Furniture Specifications: Group C- Watson, Group D - Davis, Group, Group K- OFS and Group L - Grand Rapids Chair

Section	Title	Date	Pages
	2024-03-11_BPL FFE Specifications Package	03/11/2024	14-37 + 90-95

§ 15.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B: Furniture Floor Plan

Number	Title	Date
	03/11/2024	

~~Number~~	~~Title~~	~~Date~~
-		

§ 15.6 The Addenda, if any:

Number	Date	Pages
Addendum 01 and Addendum 02	03/15/2024 + 03/22/2024	

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Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

§ 15.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

2024-0-3-11_BPL FFE Tagged Floor Plan - Renovation Area

Document	Title	Date	Pages
Exhibit C: Renovation Phase Furniture Plan			

~~Document~~	~~Title~~	~~Date~~	~~Pages~~
-			

03/11/2024
1

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**VENDOR** *(Signature)*
Hadi Dudley, Library Director	
(Printed name and title)	*(Printed name and title)*
-	-
~~**OWNER** *(Signature)*~~	~~**VENDOR** *(Signature)*~~
—	—
~~*(Printed name and title)*~~	~~*(Printed name and title)*~~

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH EVO BUSINESS ENVIRONMENTS, FOR THE PURCHASE OF LIBRARY FURNISHINGS, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY THOUSAND FIVE HUNDRED DOLLARS ($170,500.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library requests to enter into an agreement with Evo Business Environments to purchase library furnishings;

WHEREAS, this purchase is being made through several cooperative purchasing contracts;

WHEREAS, the City's Purchasing office performed an evaluation, determining that the solicitation is in line with both Arkansas State Statute §19-11-249 and the City's Purchasing Policy; and

WHEREAS, this is a budgeted item.

NOW, THEREFORE, BE IT RESOLVED 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 Evo Business Environments, to purchase library furnishings through participation in cooperative purchasing contracts, in an amount not to exceed one hundred seventy thousand five hundred dollars ($170,500.00);

Section 2: As this purchase is being made through a cooperative purchasing contract utilizing State law and the City's Purchasing Policy, this does not need to be bid;

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 _____, 2024.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, Mayor

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Hadi Dudley
Phone:	479-271-3194	**For Department(s):**	Library
Email:	hdudley@bentonvillear.com		

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:	Resolution Authorizing an Agreement for the Purchase of Furniture from Innerplan
Action Recommendation & Justification:	Resolution authorizing an agreement with Innerplan for the purchase of library furnishings for Bentonville Public Library, in an amount not to exceed $179,000.00 total. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	New library furniture is required for the expansion and renovated spaces at BPL. The purchase is being made through cooperative purchasing contracts AR State TIPS #230301, TIPS #231104 and OMNIA #07-90, in compliance with the City's purchasing policy. These contracts reflect the lowest quoted price. Competitive bidding or a bid waiver is not required. Cost includes materials, fabrication installation, shipping and applicable tax.
Amount for Approval:	$ 179,000.00

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):

AIA® Document A151™ – 2019

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Hadi Dudley
Library Director
405 S Main St, Bentonville, Arkansas, 72712

and the Vendor:
(Name, legal status, address, and other information)

Innerplan, Inc.
7001 Innerplan Drive
North Little Rock, AR 72113
Telephone Number: 479-695-1326

for the following Project:
(Name, location, and detailed description)

Bentonville Public Library Expansion
Bentonville, AR
Renovation of existing 38,500 sf library with one level expansion with site improvements

The Architect:
(Name, legal status, address, and other information)

MSR Design
510 Marquette Ave S, Suite 200
Minneapolis, MN, 55402

The Owner and Vendor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

DRAFT

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15 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail.~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.~~

§ 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

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§ 1.4 Modifications
A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

§ 1.5 The Work
The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

§ 1.6 Instruments of Service
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.8 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.9 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its vendors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.10 Severability
The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.11 Notice
§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

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whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 1.11.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.12 Assignment of Contract
Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

ARTICLE 2 CONTRACT SUM AND PAYMENTS

§ 2.1 Contract Sum
§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be One Hundred Seventy Eight Thousand Three Hundred and Thirty Four Dollars and Forty Seven Cents ($ $178,334.47), subject to additions and deductions as provided in the Contract Documents.

§ 2.1.2 Alternates
§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 2.1.3 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 2.1.4 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 2.1.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 2.1.6 Other:

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(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

§ 2.2 Payments
§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:
(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

50% deposit; balance due upon completion

§ 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor's right to payment.

§ 2.2.3 Except with the Owner's knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner's employees or consultants, that would reasonably appear to compromise the Owner's employees' or consultants' judgment with respect to this Project.

ARTICLE 3 TIME
§ 3.1 Contract Time
§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 3.1.2 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

§ 3.2 Date of Commencement
The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.3 Completion
§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:

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(Check the appropriate box and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: Following construction substantial completion. Target install start date for new expansion is September 3, 2024, subject to change. Target install for existing building renovation area is November 15, 2024.

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following dates:

Portion of Work	Completion Date

ARTICLE 4 OWNER

§ 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:
(Name, address, email address, and other information)

Hadi Dudley, Library Director
405 S Main St, Bentonville, Arkansas, 72712

Email Address: HDudley@bentonvillear.com

§ 4.2 Information and Services Required of the Owner

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- **.1** areas of the Project premises that the Vendor may use to perform the Work;
- **.2** access to the Project premises for the Vendor at reasonable times;
- **.3** information regarding any restrictions on the use of, or access to, the Project premises;
- **.4** suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
- **.5** utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
- **.6** a secured premises for storage of FF&E until acceptance.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 5 VENDOR

§ 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:
(Name, address, email address, and other information)

Mark Phillips

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§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

§ 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

§ 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

§ 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

§ 5.4.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 5.5 Supervision

§ 5.5.1 The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

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§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 5.6 Labor and Materials

§ 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 5.6.2 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

§ 5.7 Taxes

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 5.8 Permits, Fees, Notices, and Compliance with Laws

§ 5.8.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 5.8.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

§ 5.10 Vendor's Schedules

§ 5.10.1 The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

§ 5.10.2 The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

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§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 5.11 Submittals

§ 5.11.1 The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ **5.11.2** The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and ~~material safety data sheets.~~finish maintenance guides.

§ 5.12 Cleaning Up

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 5.13 Access to Work

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

§ 5.14 Indemnification

§ 5.14.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

§ 5.14.2 In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 5.14.3 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

ARTICLE 6 TITLE AND RISK OF LOSS

§ 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

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§ 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

ARTICLE 7 DELIVERY AND INSTALLATION

§ 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

ARTICLE 8 ACCEPTANCE

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

ARTICLE 9 WARRANTIES

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

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§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

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§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and

.3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

§ 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

~~**§12.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

~~**§ 12.2.3** If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.~~

ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance

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company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ($) each occurrence, ($) general aggregate, and ($) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Vendor's indemnity obligations under Section 5.14.

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than ($) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 13.5 Workers' Compensation at statutory limits.

§ 13.6 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

§ 13.9 The Vendor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Vendor.

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

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§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

§ 13.12 Other Insurance Provided by the Vendor

(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)

Coverage	Limits

~~**§ 13.13 Waiver of Subrogation**~~

~~**§ 13.13.1** The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~**§ 13.13.2** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.~~

ARTICLE 14 CLAIMS AND DISPUTES

§ 14.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ] Arbitration pursuant to Section 14.7 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)* *MEDIATION*

If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after

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initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3 Notice of Claims
Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

§ 14.4 Time Limits on Claims
The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work.~~The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.~~

§ 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~**§ 14.7** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 14.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 14.9** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~**§ 14.10** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

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§ 14.11 Continuing Contract Performance
Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 14.12 Waiver of Claims for Consequential Damages
The Vendor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Vendor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS
§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

§ 15.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A: Furniture Specifications: Group H- Haworth, Group N- RAD Furniture, Group T - Forms + Surfaces

Section	Title	Date	Pages
	2024-03-11_BPL FFE Specifications Package	03/11/2024	63-73, 99-100 + 115

§ 15.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B: Furniture Floor Plan

Number	Title	Date
	03/11/2024	

~~Number~~	~~Title~~	~~Date~~
-		

§ 15.6 The Addenda, if any:

Number	Date	Pages
Addendum 01 and Addendum 02	03/22/2024	

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Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

§ 15.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

2024-0-3-11_BPL FFE Tagged Floor Plan - Renovation Area

Document	Title	Date	Pages
Exhibit C: Renovation Phase Furniture Plan			

~~Document~~	~~Title~~	~~Date~~	~~Pages~~
-			

03/11/2024

1

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**VENDOR** *(Signature)*
Hadi Dudley, Library Director	
(Printed name and title)	*(Printed name and title)*
-	-
~~**OWNER** *(Signature)*~~	~~**VENDOR** *(Signature)*~~
—	—
~~*(Printed name and title)*~~	~~*(Printed name and title)*~~

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH INNERPLAN, FOR THE PURCHASE OF LIBRARY FURNISHINGS, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-NINE THOUSAND DOLLARS ($179,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library requests to enter into an agreement with Innerplan to purchase library furnishings;

WHEREAS, this purchase is being made through a several cooperative purchasing contracts;

WHEREAS, the City's Purchasing office performed an evaluation, determining that the solicitation is in line with both Arkansas State Statute §19-11-249 and the City's Purchasing Policy; and

WHEREAS, this is a budgeted item.

NOW, THEREFORE, BE IT RESOLVED 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 Innerplan, to purchase library furnishings through participation in cooperative purchasing contracts, in an amount not to exceed one hundred seventy-nine thousand dollars ($179,000.00);

Section 2: As this purchase is being made through a cooperative purchasing contract utilizing State law and the City's Purchasing Policy, this does not need to be bid;

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 _____, 2024.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, Mayor

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Hadi Dudley
Phone:	479-271-3194	**For Department(s):**	Library
Email:	hdudley@bentonvillear.com		

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:	Ordinance to Waive Competitive Bidding for the Purchase of Shore Furniture as Quoted by Innerplan
Action Recommendation & Justification:	Ordinance to waive competitive bidding requirements, in an amount not to exceed $55,000.00 for the purchase of Shore furniture as quoted by Innerplan. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	An emergency clause is requested so as to not impede furniture orders for the expansion. Shore is a sole source, proprietary vendor selected by MSR Design for BPL's furniture package. Four local dealers provided pricing for this sole source furniture. The lowest provided cost of $54,596.29, is being accepted through Innerplan.
Amount for Approval:	**$** 55,000.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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
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):

Memorandum

TO: Bentonville City Council, Mayor Stephanie Orman

FROM: Hadi Dudley, Library Director

CC: Patrick Johndrow, Finance Director; Kelsi Fredrick, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney

SUBJECT: Ordinance for a waiver of bid to purchase Shore outdoor furniture from Innerplan

DATE: March 26, 2024

A furniture package has been carefully chosen for Bentonville Public Library (BPL) through an existing professional services agreement with MSR Design. New interior and exterior library furnishings are required for the expansion and renovated spaces at BPL. Furnishings in the package include contract-grade pieces designed for heavy public use.

Shore Outdoor Furnishings

Creating inviting natural spaces with comfortable outdoor furniture is a focus. Outdoor furniture pieces were selected to endure on weather conditions and provide long-term maintenance solutions. Finishes are durable, as well as attractive.

Shore is a furniture vendor selected by MSR Design for BPL's furniture package. Four local dealers provided pricing with the **lowest quoted cost** of **$54,596.29** through **Innerplan**.

- **Shore** outdoor furniture is a **sole-source, proprietary product** made from woven marine-grade silicone that is **non-toxic**.
- It offers a **soft seating option** that is better for weathering and maintenance than outdoor upholstered seating.
- The unique qualities of Shore outdoor furnishings are recommended by MSR Design as it relates to **versatility**, **durability**, **sustainability** and **safety**.
- Shore outdoor furniture will **enhance** the library's public veranda as featured seating areas that patrons will enjoy for years to come.
- Additionally, a **woven wall hanging** will be fabricated and installed in the library's new sensory room, offering a **tactile therapy** outlet for young patrons.

Approval to Purchase

Shore is not part of a cooperative purchasing contract and exceeds the $35,000 threshold. BPL requests City Council approval to purchase Shore outdoor furniture specified by MSR Design without going through a public bidding process.

- A public bidding process would adversely affect the library's timeline as it relates to installation of exterior furnishings for a public opening in September.
- Additionally, it places additional and unnecessary work on City staff. Significant coordination with the vendor has been performed, and will continue to be executed, by MSR Design.

Please contact me with your questions at 479-271-3194 or hdudley@bentonvillear.com.

Conceptual rendering of Shore outdoor furniture on the Library's public veranda. MSR Design

MEMORANDUM

PURCHASING OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing Manager

DATE: April 23, 2024

SUBJECT: The purchase of outdoor furniture

Purchasing conducted a review of the Sole Source letter provided by Shore Outdoor Furnishings. Purchasing determined that Shore Outdoor Furnishings is a sole source vendor of this type of outdoor furniture which is purchased through a local dealer, Innerplan. Bentonville Public Library reached out to four local furniture dealers for quotes, the lowest quoted cost was $54,596.29 through Innerplan. Due to the Library's timeline for public opening and lead time on the furniture it would not be feasible or practical to send out solicitations for competitively sealed bids.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

AIA® Document A151™ – 2019

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings, and Equipment (FF&E)

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Hadi Dudley
Library Director
405 S Main St, Bentonville, Arkansas, 72712

and the Vendor:
(Name, legal status, address, and other information)

Innerplan, Inc.
7001 Innerplan Drive
North Little Rock, AR 72113
Telephone Number: 479-695-1326

for the following Project:
(Name, location, and detailed description)

Bentonville Public Library Expansion
Bentonville, AR
Renovation of existing 38,500 sf library with one level expansion with site improvements

The Architect:
(Name, legal status, address, and other information)

MSR Design
510 Marquette Ave S, Suite 200
Minneapolis, MN, 55402

The Owner and Vendor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

DRAFT

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14 CLAIMS AND DISPUTES

15 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Governing Law, including the Uniform Commercial Code

This Agreement is for the sale of goods, specifically furniture, furnishings, and equipment (FF&E), and shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rule and including the jurisdiction's Uniform Commercial Code (UCC) as adopted. If this Agreement conflicts with terms provided by the UCC, the Agreement shall prevail.~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.7.~~

§ 1.2 The Contract Documents

The Contract Documents are enumerated in Article 15 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Vendor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.3 The Contract

The Contract Documents form the Contract for the Work. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior proposals, offers, terms and conditions, negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Vendor. The primary purpose of the Contract is the sale of goods, and any services provided are incidental to such primary purpose.

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§ 1.4 Modifications
A Modification is a written amendment to the Contract for changes in the Work signed by both parties or a written order for a minor change in the Work signed by the Architect. A minor change in the Work is a change that is consistent with the intent of the Contract Documents and does not involve an adjustment in the Contract Sum or an extension of the Contract Time.

§ 1.5 The Work
The Work means the Vendor's performance, including the sale of FF&E and any incidental fabrication, shipping, warehousing, delivery, installation, and other items or services required by the Contract Documents and provided, or to be provided, by the Vendor. The Work includes all labor, materials, temporary protection, storage, and equipment necessary to fulfill the Vendor's obligations, except as specifically indicated in the Contract Documents to be the responsibility of others. The Work may constitute the whole or a part of the Project.

§ 1.6 Instruments of Service
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.7 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
§ 1.7.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Vendor, sub-vendors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.7.2 The Vendor, sub-vendors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors, and suppliers may not use the Instruments of Service on other projects, or in connection with additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.8 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.9 Building Information Models Use and Reliance
Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its vendors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.10 Severability
The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.11 Notice
§ 1.11.1 Except as otherwise provided in Section 1.11.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

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whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 1.11.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.12 Assignment of Contract
Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Vendor, assign the Contract to a lender providing financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Vendor shall execute all consents reasonably required to facilitate such assignment.

ARTICLE 2 CONTRACT SUM AND PAYMENTS
§ 2.1 Contract Sum
§ 2.1.1 The Owner shall pay the Vendor the Contract Sum in current funds for the Vendor's performance of the Contract. The Contract Sum shall be Fifty Four Thousand Five Hundred Ninety Six Dollars and Twenty Nine Cents ($ $54,596.29), subject to additions and deductions as provided in the Contract Documents.

§ 2.1.2 Alternates
§ 2.1.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 2.1.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 2.1.3 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 2.1.4 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 2.1.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 2.1.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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§ 2.2 Payments
§ 2.2.1 The Owner shall make payments to the Vendor in conformance with the following payment terms:
(Insert payment terms, such as payment due dates, deposit requirements, and prompt payment discounts, if any.)

50% deposit; balance due upon completion

§ 2.2.2 When payment is due pursuant to the payment terms of Section 2.2.1, the Vendor shall submit to the Owner an itemized invoice, supported by data substantiating the Vendor's right to payment.

§ 2.2.3 Except with the Owner's knowledge and consent, the Vendor shall not engage in any activity, or offer any employment, interest, or contribution to the Owner's employees or consultants, that would reasonably appear to compromise the Owner's employees' or consultants' judgment with respect to this Project.

ARTICLE 3 TIME
§ 3.1 Contract Time
§ 3.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for completion of the Work. The Contract Time shall be measured from the date of commencement. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 3.1.2 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement, the Vendor confirms that the Contract Time is a reasonable period for performing the Work.

§ 3.1.3 If the Vendor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Vendor's control; or (3) other causes that the Vendor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 14.

§ 3.1.4 If the Vendor fails to achieve completion of the Work as provided in this Article 3, liquidated damages, if any, shall be assessed as set forth in Section 2.1.5.

§ 3.2 Date of Commencement
The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.3 Completion
§ 3.3.1 Completion of the Work occurs upon acceptance of all FF&E in the Contract Documents in accordance with Article 8.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Vendor shall achieve completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: Following construction substantial completion. Target install start date for new expansion is September 3, 2024, subject to change. Target install for existing building renovation area is November 15, 2024.

§ 3.3.3 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to completion of the entire Work, the Vendor shall achieve completion of such portions by the following dates:

Portion of Work	Completion Date

ARTICLE 4 OWNER

§ 4.1 The Owner's Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall not be changed without ten days' prior notice to the Vendor. The Owner identifies the following representative:
(Name, address, email address, and other information)

Hadi Dudley, Library Director
405 S Main St, Bentonville, Arkansas, 72712

Email Address: HDudley@bentonvillear.com

§ 4.2 Information and Services Required of the Owner

§ 4.2.1 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.2.2 Unless otherwise provided in the Contract Documents, the Owner shall provide

- **.1** areas of the Project premises that the Vendor may use to perform the Work;
- **.2** access to the Project premises for the Vendor at reasonable times;
- **.3** information regarding any restrictions on the use of, or access to, the Project premises;
- **.4** suitable space for receipt, inspection, acceptance, and staging of materials and FF&E;
- **.5** utilities and facilities on the Project premises and vertical transportation necessary for progress and execution of the Work; and
- **.6** a secured premises for storage of FF&E until acceptance.

§ 4.2.3 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 5 VENDOR

§ 5.1 The Vendor's Representative

The Vendor shall identify a representative authorized to act on behalf of the Vendor with respect to the Project. The Vendor's representative shall not be changed without ten days' prior notice to the Owner and Architect. The Vendor identifies the following representative:
(Name, address, email address, and other information)

Mark Phillips

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§ 5.2 The Vendor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents by activities or duties of the Architect in the Architect's administration of the Contract.

§ 5.3 The Vendor shall coordinate its Work with the work provided by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor may communicate with the Owner's other vendors, consultants, and contractors, for the purposes of completing the Work. The Vendor shall keep the Owner reasonably informed of any such communications. The Vendor shall be entitled to rely on the accuracy and completeness of work and information furnished by the Owner and the Owner's other vendors, consultants, and contractors. The Vendor shall provide prompt written notice to the Owner if the Vendor becomes aware of any error, omission, or inconsistency in such work or information.

§ 5.4 Review of Contract Documents and Inspection of Project Premises by Vendor

§ 5.4.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises, if required in the Contract Documents, and correlated personal observations with requirements of the Contract Documents.

§ 5.4.2 Before starting each portion of the Work, including placing orders for FF&E, the Vendor shall (1) carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 4.2; (2) visit and inspect the Project premises in order to gain an understanding of the conditions under which the Work is to be performed; (3) determine availability of facilities for access, delivery, transportation, and staging; (4) determine any restrictions imposed by the Owner and the Owner's separate vendors and contractors; and (5) correlate observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner and Architect conditions observed that would impede the Vendor's performance of the Work. The Vendor's obligations to review the Contract Documents are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Vendor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review is made in the Vendor's capacity as a vendor and not as a licensed design professional, unless otherwise specifically provided for in the Contract Documents.

§ 5.4.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall promptly report to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.

§ 5.4.4 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 5.4.2 or 5.4.3, the Vendor shall submit Claims as provided in Article 14. If the Vendor fails to perform the obligations of Sections 5.4.2 or 5.4.3, the Vendor shall pay such costs and damages to the Owner, subject to Section 14.12, as would have been avoided if the Vendor had performed such obligations. If the Vendor performs those obligations, the Vendor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 5.5 Supervision

§ 5.5.1 The Vendor shall supervise and direct the Work using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of fabrication, shipment, delivery, and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 5.5.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors, and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Vendor or any of its sub-vendors.

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§ 5.5.3 The Vendor shall be responsible for inspection of portions of the Work already performed to determine that such portions are in proper condition for subsequent Work.

§ 5.6 Labor and Materials

§ 5.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 5.6.2 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 5.6.3 The Vendor shall make no substitution or change in the Contract Documents unless done in accordance with a Modification, and after providing the Architect notice and a reasonable opportunity to evaluate the proposed substitution or change and consult with the Owner.

§ 5.7 Taxes

The Vendor shall pay sales, consumer, use, and other similar taxes that are legally enacted when quotes are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 5.8 Permits, Fees, Notices, and Compliance with Laws

§ 5.8.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 5.8.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 5.9 Allowances

The Vendor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select items under allowances with reasonable promptness. Allowance amounts shall include the costs to the Vendor of items delivered at the Project premises and all required taxes, less applicable trade discounts. Vendor's costs for unloading and handling at the Project premises, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Modification. The amount of the Modification shall reflect the difference between actual costs and the allowances under Section 2.1.4.

§ 5.10 Vendor's Schedules

§ 5.10.1 The Vendor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a progress schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the progress of the Work and Project, shall be related to the entire Project, and shall provide for expeditious and practicable execution of the Work.

§ 5.10.2 The Vendor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 5.10.3 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work within the Contract Time, including dates for order placement, fabrication, shipping, delivery, and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, and materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.

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§ 5.10.4 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of contractors and separate vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in determining mutually acceptable dates and times for delivery, installation, and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 5.11 Submittals

§ 5.11.1 The Vendor shall review for compliance with the Contract Documents and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents in coordination with the Vendor's progress schedule and in such sequence as to allow the Architect reasonable time for review. By submitting shop drawings, product data, samples, and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field installation criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals. Shop drawings, product data, samples and similar submittals are not Contract Documents.

§ 5.11.2 The Vendor shall provide the Owner with available manufacturer's warranty documents, product data, and ~~material safety data sheets.~~finish maintenance guides.

§ 5.12 Cleaning Up

The Vendor shall keep the Project premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 5.13 Access to Work

The Vendor shall provide the Owner and Architect with reasonable access to the Work in preparation and progress wherever located.

§ 5.14 Indemnification

§ 5.14.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 5.14.1.

§ 5.14.2 In claims against any person or entity indemnified under Section 5.14.1 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 5.14.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor or sub-vendor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 5.14.3 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Vendor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any sub-vendor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Vendor. If approved by the applicable court, when required, the Vendor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

ARTICLE 6 TITLE AND RISK OF LOSS

§ 6.1 Title to all FF&E shall be transferred to the Owner upon acceptance in accordance with Article 8.

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§ 6.2 The risk of loss with respect to all FF&E provided by the Vendor shall remain with the Vendor, and the Owner has no obligation to insure such FF&E, until acceptance in accordance with Article 8.

ARTICLE 7 DELIVERY AND INSTALLATION

§ 7.1 The Vendor shall deliver FF&E in accordance with the Vendor's progress schedule, or at a time agreed upon by the Owner and Architect, and in accordance with Article 5.

§ 7.2 Delivery and installation of all FF&E shall be made at the Project premises unless otherwise specified in the Contract Documents.

§ 7.3 The Vendor shall coordinate with the Owner regarding the logistics of the Vendor's delivery and installation obligations at the Project premises.

ARTICLE 8 ACCEPTANCE

§ 8.1 The Owner and Architect may conduct a preliminary inspection of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. Preliminary inspections shall not constitute acceptance of, taking charge over, or taking control of, such FF&E. The Architect shall report to the Vendor any defects, damage, deficiencies, or nonconformity observed during the preliminary inspection.

§ 8.2 When the Vendor considers the Work, or a portion thereof which the Owner agrees to accept separately, to be complete, the Vendor shall notify the Owner and Architect. The Vendor shall allow the Owner and Architect a reasonable amount of time to inspect the FF&E to determine, based on conformance with the Contract Documents, if it is accepted or rejected in whole or in part. Based on the Architect's recommendation to the Owner and the Owner's own inspection, if any, the Owner shall accept or reject the FF&E, in whole or in part.

§ 8.3 If the Owner rejects any of the FF&E, the Owner, or the Architect acting on behalf of the Owner, shall notify the Vendor within seven days of the date of inspection, specifying the basis for such rejection. Upon rejection, the Vendor shall provide a remedy and evidence of arrangements to accomplish such remedy. The Owner shall allow the Vendor a reasonable amount of time to remedy the rejected FF&E. When the Vendor considers the remedied FF&E to be complete, the parties shall follow the procedures set forth in Section 8.2. If the Owner rejects any of the FF&E for a second time, the Owner shall promptly notify the Vendor and the Vendor shall promptly remove the rejected FF&E from the Project premises and refund payments made for such rejected goods to the Owner. If the Vendor disagrees with an Owner's rejection, the Vendor may make a claim.

§ 8.4 FF&E not inspected in accordance with Section 8.2 or rejected in accordance with Section 8.3 shall be deemed accepted.

§ 8.5 The Owner's acceptance under this Article 8 cannot be revoked; however, the provisions of this Article 8 do not preclude recovery of damages as provided by law. The Owner's acceptance, or failure to discover a Vendor's breach after acceptance, shall not bar the Owner from making claims in accordance with Article 14 or from remedies and damages due to the Vendor's breach of this Agreement, including the Vendor's breach of warranties in Article 9.

ARTICLE 9 WARRANTIES

§ 9.1 The Vendor warrants to the Owner that the FF&E furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Vendor further warrants that the FF&E will conform to the requirements of the Contract Documents. FF&E not conforming to these requirements may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by abuse, alterations to the FF&E not executed by the Vendor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 9.2 The Vendor assigns to the Owner all FF&E manufacturers' warranties and guarantees upon acceptance in accordance with Article 8.

§ 9.3 The Vendor hereby provides to the Owner all warranties relating to the FF&E implied by law, including the warranty of merchantability and warranty of fitness for a particular purpose.

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§ 9.4 The Vendor acknowledges that no exclusion of, or limitation on, warranties contained in any proposal, product literature, or other submittal shall affect the warranties provided in this Article 9.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during the Vendor's performance, and until completion, of the Work. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Vendor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with sub-vendors and suppliers shall be through the Vendor. Communications by and with separate vendors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 10.3 The Architect will assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with applicable schedules.

§ 10.4 The Architect will visit the Project premises at intervals appropriate to the stage of the Work, or as otherwise agreed with the Owner, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, sequences, or procedures of fabrication, shipment, delivery, storage, or installation, or for the safety precautions and programs in connection with the Work, as these are solely the Vendor's rights and responsibilities under the Contract Documents.

§ 10.5 The Architect may order minor changes in the Work. The Architect's order for minor changes shall be in writing. If the Vendor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Vendor shall notify the Architect and shall not proceed to implement the change in the Work. If the Vendor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Vendor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 10.6 The Architect will conduct inspections of FF&E and provide recommendations as set forth in Article 8. Pursuant to Article 8, the Architect is only responsible for identifying defects, deficiencies, or nonconformities that the Architect actually observes, or reasonably should observe, during its inspections. The Architect is not required to make exhaustive or continuous inspections to fulfill its responsibilities in Article 8 and has no responsibility to discover latent defects.

§ 10.7 The Architect will review and approve or take other appropriate action upon the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

ARTICLE 11 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 11.1 The Owner shall coordinate the activities of the Owner's own forces and of each separate vendor or contractor, if any, with the Work.

§ 11.2 If the Work depends for proper execution or results upon activities by the Owner or a separate vendor or contractor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and Architect apparent discrepancies or defects in, or arising from, the activities of the Owner or separate vendors or contractors, that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report reasonably discoverable discrepancies or defects, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.

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§ 11.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor or contractor because of the Vendor's delays, improperly timed activities, or damage to the work of a separate vendor or contractor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities, or damage to the Work caused by a separate vendor or contractor.

§ 11.4 If a dispute arises among the Vendor, separate vendors, or contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 Safety Precautions and Programs

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work, and materials and FF&E to be incorporated therein, whether in storage on or off the Project premises, under care, custody, or control of the Vendor or sub-vendors; and

.3 other property at the Project premises or adjacent thereto.

The Vendor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, sub-vendors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Vendor is responsible under Sections 12.1.2 and 12.1.3. The Vendor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect, or of anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor. The foregoing obligations of the Vendor are in addition to the Vendor's obligations under Section 5.14.

§ 12.2 Hazardous Materials and Substances

§ 12.2.1 The Vendor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Vendor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project premises by the Vendor, the Vendor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Vendor. By written agreement between the Owner and Vendor, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Vendor's reasonable additional costs of shutdown, delay, and start-up.

~~**§12.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Vendor, sub-vendors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 12.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

~~**§ 12.2.3** If, without negligence on the part of the Vendor, the Vendor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Vendor for all cost and expense thereby incurred.~~

ARTICLE 13 INSURANCE

§ 13.1 The Vendor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Article 13 or elsewhere in the Contract Documents. The Vendor shall purchase and maintain the insurance required by this Agreement from an insurance

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company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Vendor shall maintain the required insurance from the date of commencement of the Work to the date of completion of the Work, unless a different duration is stated below.

§ 13.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ($) each occurrence, ($) general aggregate, and ($) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Vendor's indemnity obligations under Section 5.14.

§ 13.3 Automobile Liability covering vehicles owned by the Vendor and non-owned vehicles used by the Vendor, with policy limits of not less than ($) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 13.4 The Vendor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 13.2 and 13.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 13.5 Workers' Compensation at statutory limits.

§ 13.6 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ 13.7 If the Vendor is required to furnish professional services as part of the Work, the Vendor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ 13.8 The Vendor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 13 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final invoice and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 13.1. The certificates will show the Owner as an additional insured on the Vendor's Commercial General Liability and excess or umbrella liability policy.

§ 13.9 The Vendor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Vendor.

§ 13.10 To the fullest extent permitted by law, the Vendor shall cause the commercial liability coverage required by this Article 13 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Vendor's negligent acts or omissions during the Vendor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Vendor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

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§ 13.11 Within three (3) business days of the date the Vendor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Article 13, the Vendor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Vendor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Vendor. The furnishing of notice by the Vendor shall not relieve the Vendor of any contractual obligation to provide any required coverage.

§ 13.12 Other Insurance Provided by the Vendor

(List below any other insurance coverage to be provided by the Vendor and any applicable limits.)

Coverage	Limits

~~**§ 13.13 Waiver of Subrogation**~~

~~**§ 13.13.1** The Owner and Vendor waive all rights against (1) each other and any of their sub-vendors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) separate vendors or contractors, if any, and any of their sub-vendors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Vendor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate vendors and contractors, and sub-vendors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 13.13.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual, or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~**§ 13.13.2** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Vendor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Vendor shall make payments to their consultants and sub-vendors in similar manner.~~

ARTICLE 14 CLAIMS AND DISPUTES

§ 14.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 14.6, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ] Arbitration pursuant to Section 14.7 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)* *MEDIATION*

If the Owner and Vendor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 14.2 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 12.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 14.12, shall, after

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initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3 Notice of Claims
Claims by either the Owner or Vendor shall be initiated by notice to the other party in accordance with Section 1.11.2.

§ 14.4 Time Limits on Claims
The Owner and Vendor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of completion of the Work.~~The Owner and Vendor waive all claims and causes of action not commenced in accordance with this Section 14.4.~~

§ 14.5 If a claim, dispute, or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien procedures, including notice or filing deadlines.

§ 14.6 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~**§ 14.7** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 14.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~**§ 14.9** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~**§ 14.10** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

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§ 14.11 Continuing Contract Performance
Pending final resolution of a Claim, except as otherwise agreed in writing, the Vendor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 14.12 Waiver of Claims for Consequential Damages
The Vendor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Vendor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages. Nothing contained in this Section 14.12 shall be deemed to preclude an assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 15 ENUMERATION OF CONTRACT DOCUMENTS
§ 15.1 The Contract Documents are defined in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 15.2 The Agreement is this executed AIA Document A151™–2019, Standard Form of Agreement Between Owner and Vendor for Furniture, Furnishings, and Equipment.

§ 15.3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

§ 15.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A: Furniture Specifications: Group M- Shore

Section	Title	Date	Pages
	2024-03-11_BPL FFE Specifications Package	03/11/2024	96-98

§ 15.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B: Furniture Floor Plan

Number	Title	Date
	03/11/2024	

~~Number~~	~~Title~~	~~Date~~
-		

§ 15.6 The Addenda, if any:

Number	Date	Pages
Addendum 01 and Addendum 02	03/22/2024	

Portions of Addenda relating to quotations or proposal requirements are not part of the Contract Documents unless the quotation or proposal requirements are enumerated in this Article 15.

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§ 15.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

2024-0-3-11_BPL FFE Tagged Floor Plan - Renovation Area

Document	Title	Date	Pages
Exhibit C: Renovation Phase Furniture Plan			

~~Document~~	~~Title~~	~~Date~~	~~Pages~~
-			

03/11/2024

1

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**VENDOR** *(Signature)*
Hadi Dudley, Library Director	
(Printed name and title)	*(Printed name and title)*
-	-
~~**OWNER** *(Signature)*~~	~~**VENDOR** *(Signature)*~~
—	—
~~*(Printed name and title)*~~	~~*(Printed name and title)*~~

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United Kingdom

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www.shore-studios.com
hello@shore-studios.com

SHORE

To Whom it May Concern,

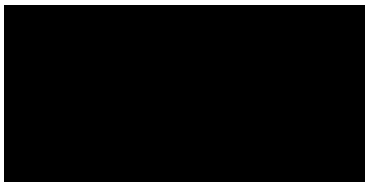
March 28th, 2024

This letter is to confirm that all SHORE products and designs are sole source products, manufactured and supplied exclusively by us. No other company makes a similar or competing product. SHORE is a London-based design studio innovating in the fields of ergonomic rugs, soft furnishings, and footwear made from handwoven high-performance materials. Each piece is made entirely in-house using bespoke, patented techniques informed by rigorous material research and an experimental craft approach.

SHORE designs, manufactures, and distributes all our products, all from our London, UK studio. We employ a vast array of custom developed manufacturing techniques (which, invented by us, utilize no machinery and are conducted entirely by hand) and bespoke, high-performance materials also developed by us to meet our exacting, purpose-driven specifications. No other company offers a comparable product in terms of purpose or function, quality and durability, aesthetic and visual appeal, and ingenious construction. SHORE also determines the prices for our products, due to our exclusive manufacturing and distribution.

For further information, please feel free to contact us by phone (+44 0 7871 532087) or email (hello@shore-studios.com) or visit our website at www.shore-studios.com.

Thank you for your interest in our products.



Louie Rigano
Founder/ Director

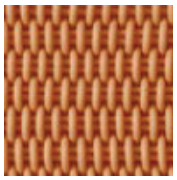
Group M: Shore

Code	Manufacturer (Model | Model #)	Quantity	Location
CH-46	Shore (|)	**4**	Veranda

Description	Woven silicone outdoor lounge chair.
Overall Size	31"W x 30.5"D x 28.25"H
Seat Height	TBD
Seat Depth	TBD
Back Height	TBD
Finish	Peach & Clay

Clay

Peach

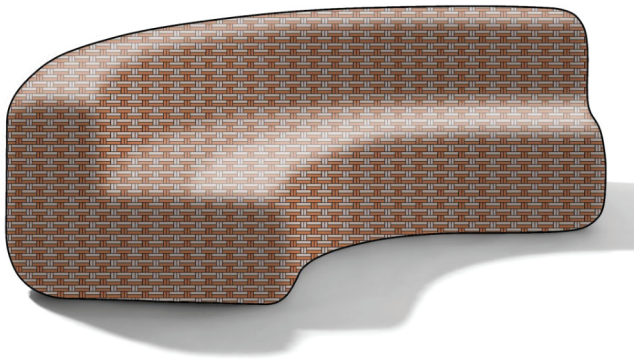


Manufacturer's Representative

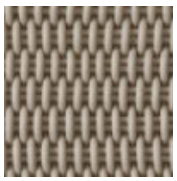
Manufacturer	Shore
Company	Shore
Contact	
Phone	
Email	

Group M: Shore

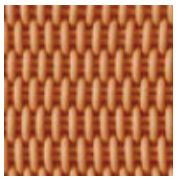
Code	Manufacturer (Model | Model #)		Quantity	Location
CH-45	**Shore (|)**		2	Veranda
	Description	Woven silicone outdoor curved sofa. Custom piece.		
	Overall Size	31"W x 30.5"D x 28.25"H		
	Seat Height	TBD		
	Seat Depth	TBD		
	Back Height	TBD		
	Finish	Peach & Clay		



Clay



Peach



Manufacturer's Representative

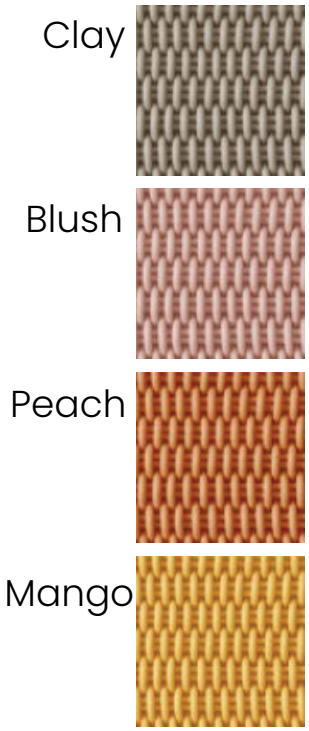
Manufacturer	Shore
Company	Shore
Contact	
Phone	
Email	

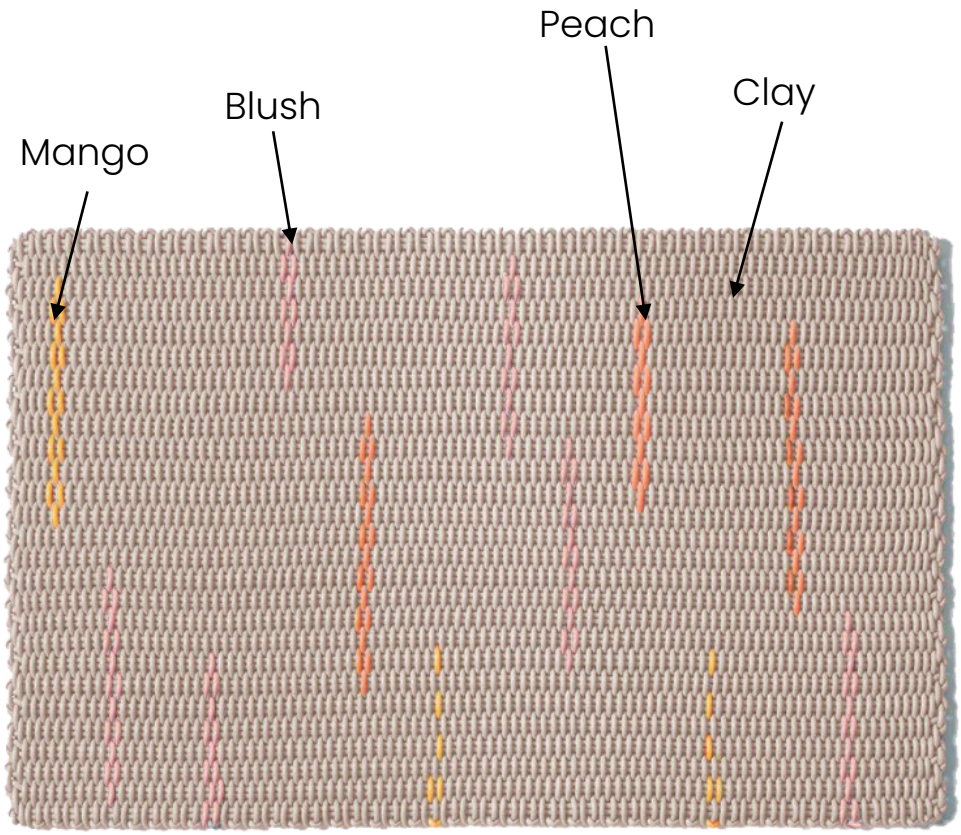
Group M: Shore

Code	Manufacturer (Model | Model #)	Quantity	Location
A-8	**Shore (Dau Lounge Single | 11016)** *CUSTOM ITEM*	1	Sensory Room (214)

Description Woven silicone mat with varying colors in stripes. To be wall hung.

Overall Size TBD
Finishes Sand, Peach, Blush, Mango





Manufacturer's Representative

Manufacturer	Shore
Company	Shore
Contact	
Phone	
Email	

Furnishing Proposal Form
Bentonville Public Library | March 6th 2024

MSR Design

Group M | Shore

Code	Qty	Unit price	Extended price
CH-46	4	$4,301.20	$17,204.80
CH-45	2	$13,383.14	$26,766.28
A-8	1	$3,838.55	$3,838.55
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
		Subtotal	**$47,809.63**
		Freight	
		Installation	**$2,244.75**

Contract(s) Utilized:

Tax (9.5%)	**$4,541.91**

(Tax does not apply to Freight and Installation)

Total	**$54,596.29**

Total bid in writing

Fabrication and delivery in 10 to 14 weeks.

Installation in _____ work days.

Manufacturers to hold pricing shown above to Project name for at least 90 days.

this bid form was prepared by MSR Design, to be completed by bidder

ORDINANCE NO. _____

AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH INNERPLAN, FOR THE PURCHASE OF SHORE FURNITURE FOR THE BENTONVILLE PUBLIC LIBRARY; IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND DOLLARS ($55,000.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, Shore is a sole source, proprietary vendor selected by MSR Design for Bentonville Public Library's furniture package;

WHEREAS, the Bentonville Public Library requests to enter into an agreement with Innerplan, a local vendor providing the lowest price quote, for the purchase of Shore Furniture;

WHEREAS, an emergency clause is requested to not impede orders for the expansion project.

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 Innerplan for the purchase Shore Furniture in an amount not to exceed fifty-five thousand dollars ($55,000.00);

Section 2: Because this purchase is being made through a sole source distributor, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3 - Emergency Clause: The need to make this purchase is immediate and 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 _____, 2024.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Hadi Dudley
Phone:	479-271-3194	**For Department(s):**	Library
Email:	hdudley@bentonvillear.com		

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:	Resolution Authorizing an Amendment to an Existing Agreement with MSR Design
Action Recommendation & Justification:	Resolution authorizing an amendment to the existing professional services agreement with MSR Design for the Bentonville Public Library in an amount not to exceed $45,000.00, plus up to $2,000.00 reimbursable costs. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	BPL's expansion and renovation project is overall tracking below budget. Additional services and construction scope are being considered to allow more work to be done that will improve the project and benefit the library. This agreement amendment also includes additional professional work required due to phased opening of the addition and the later opening of the remodeled spaces. Refer to memo for more details.
Amount for Approval:	**$** 45,000.00

Budget Impact

Is this Item Budgeted? ☑ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:** Additional services added to project

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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
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):

Memorandum

TO:	Bentonville City Council, Mayor Stephanie Orman
FROM:	Hadi Dudley, Library Director
CC:	Patrick Johndrow, Finance Director; Kelsi Fredrick, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney
SUBJECT:	Additional professional services with MSR Design
DATE:	April 10, 2024

Overall, Bentonville Public Library's (BPL) expansion and renovation project is tracking below budget.

MSR Design, Hight Jackson and Flintco have worked extremely well together, taking care to design and build a public building that is top quality while being mindful of cost implications.

Additional professional services and construction scope are being considered to allow more work to be done that will improve the project and benefit the Library.

The overall goal is to maximize the community's investment by enlisting the team already engaged with and working on the Library's project.

Upgrades to the following areas are being considered:

1. Makerspace upgrades
2. Minor renovation to staff breakroom
3. Minor renovation to custodial workroom
4. Donor signage package design and installation
5. A new monument sign on the NW corner of the property
6. Minor renovation to the Library's sunroom
7. Additional facility repairs that fall within Flintco's expertise.

MSR Design will provide architectural design services and consultant engineering work to inform a pricing package with Flintco.

- This will allow BPL to prioritize and select certain projects that align with its project budget.
- Existing contingency funds and project allowances will be utilized.
- A future budget adjustment will likely be required when the pricing package is complete.
- BPL's current guaranteed maximum price (GMP) contract with Flintco will likely be extended.
- If some project upgrades are not picked up now, the library will retain designs and understand baseline pricing for future work.

Note - the overall cost will <u>not</u> exceed the Library's project budget of $16.75MM.

Additionally, the MSR Design agreement amendment also includes additional professional work required due to a phased opening of the addition in September and later opening of remodeled spaces in November. Furniture installation and extended construction administration are required to close out BPL's project.

Please contact me with your questions at 479-271-3194 or hdudley@bentonvillear.com.

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Bentonville Public Library Expansion
405 South Main Street
Bentonville, AR 72712

AGREEMENT INFORMATION:
Date: September 15, 2021

AMENDMENT INFORMATION:
Amendment Number: 002
Date: April 11,2024

OWNER: *(name and address)*
City of Bentonville, Arkansas
Public Library Department
Administrative Services
City Hall
305 SW A Street
Bentonville, AR 72712

ARCHITECT: *(name and address)*
Meyer, Scherer, & Rockcastle, Ltd

510 Marquette Ave S
Suite 200
Minneapolis, MN 55402

The Owner and Architect amend the Agreement as follows:
Provide additional design services for the following adjustments to the plans, added Construction Administration timeline, and phasing of FFE and Building Construction opening.

Maker Space finishes - selection, ASI, and CA review.
Additional of overhead reels at Maker Space - Electrical Engineering, selection, ASI, and CA review
Custodial Door modification - Structural engineer, architectural detailing, ASI, and CA review
Replacement of door fronts, countertop, and sink at staff lounge - finish selections, ASI, and CA review
Donor Signage at front entry - design and drawings
Monumental signage at north side of site - coordination with signage manufacturer and electrical connections (no drawings)
Glass and wood enclosure at sunroom - design, ASI, and CA review
Phasing Furniture (1 additional punch visit and list)
Phasing Archiectural opening (1 additional punch visit and list)
Construction schedule extensions - additional CA time
Electrical coordination for AV

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

FEE TOTAL: $45,000 (not to exceed)

reimbursables up to $2,000

Schedule Adjustment:
Substantial completion is extended to Nov 20, 2024

SIGNATURES:

Meyer, Scherer, and Rockcastle, LTD (MSR Design)	City of Bentonville
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*

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User Notes: (3B9ADA41)

[redacted]

SIGNATURE

Kristilyn Vercruysse, AIA

PRINTED NAME AND TITLE

DATE

SIGNATURE

Stephanie Orman, Mayor

PRINTED NAME AND TITLE

DATE

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User Notes: (3B9ADA41)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH MSR DESIGN, FOR ADDITIONAL PROFESSIONAL SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS ($45,000.00) PLUS TWO THOUSAND DOLLARS ($2,000.00) REIMBURSABLE EXPENSES; AND FOR OTHER PURPOSES.

WHEREAS, an amendment to the agreement with MSR Design is being requested to provide additional professional services for the Bentonville Public Library's expansion;

WHEREAS, due to the expansion and renovation project tracking below budget, additional services and construction scope are being requested to allow more work to be completed that will improve the project; and

WHEREAS, no budget adjustment is needed to fund this request.

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 agreement with MSR Design, for professional services for the Bentonville Public Library's expansion, in an amount not to exceed forty-five thousand dollars ($45,000.00) plus reimbursable expenses up to two thousand dollars ($2,000.00);

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 _____, 2024.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Kelsi Frederick
Phone:	479-271-3115	**For Department(s):**	Legal
Email:	kfrederick@bentonvillear.com		

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:	Resolution for Approval to Declare Various Items as Surplus
Action Recommendation & Justification:	Request for approval of a Resolution declaring various items as surplus, to be sold via public Online Auction or disposed of properly at a later date. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This declares various items as surplus and brings items on a more continuous basis utilizing a continuous Online Auction which will help Departments dispose of items properly. This will help keep Departments from storing surplus items and the City can auction or dispose of the items more quickly. See attached list for more details on the items to be declared as surplus and either sold via public Online Auction or disposed of properly.
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)*

		$ 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
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):

No cost to the City

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN PROPERTY, BELONGING TO VARIOUS DEPARTMENTS OF THE CITY OF BENTONVILLE, AS SURPLUS PROPERTY; AUTHORIZING ITS DISPOSAL; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville has determined that the list of items from various departments in the attached Exhibit "A", have become obsolete and are no longer used by the City; therefore, they should be declared surplus property;

WHEREAS, upon being approved and declared as surplus, these items will be sold via online auction or properly disposed of; and

WHEREAS, this Resolution is in accordance with Ark. Code Ann. § 14-54-302.

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

Section 1: The City of Bentonville may dispose of the items contained in attached Exhibit "A";

Section 2: A record of all items that are disposed of shall be maintained;

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 _____, 2024.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

Exhibit "A"

City of Bentonville Surplus 4.23.2024

Line Number	Department	Item/Lot Title	Miles/Hours	Condition (known issues, missing parts, won't start, etc.)	Asset ID, S/N, VIN (if any)	Qty	UOM	General Category
1	BPR-OREC	Nomenclature: Mountain Bike- Giant Revel 2 (Black & Grey) Front Fork: SR SLNTour XCT V4/ Aluminum/ 100 MM Travel Gear Components: SRAM X-3 Tube Size: 26 X 2.0	Unknown	Both Tires Flat/Components Rusted/Peddle Missing Condition: Worn/Used	F/N: C51G2164	1	Ea	Sporting Equipment
2	BPR-OREC	Nomenclature: Mountain Bike- Giant Revel 2 (Black & Grey) Front Fork: SR SLNTour XCT V4/ Aluminum/ 100 MM Travel Gear Components: SRAM X-4 Tube Size: 26 X 2.0	Unknown	Both Tires Flat/Components Rusted Condition: Worn/Used	F/N: CC1J9047	1	Ea	Sporting Equipment
3	BPR-OREC	Nomenclature: Mountain Bike- Giant Revel 2 (Black & Grey) Front Fork: SR SLNTour XCT V4/ Aluminum/ 100 MM Travel Gear Components: SRAM X-3 Tube Size: 26 X 2.0	Unknown	Both Tires Flat/Components Rusted Condition: Worn/Used	F/N: CC1J9102	1	Ea	Sporting Equipment
4	BPR-OREC	Nomenclature: Mountain Bike- Giant Revel 2 (Black & Grey) Front Fork: SR SLNTour XCT V4/ Aluminum/ 100 MM Travel Gear Components: SRAM X-3 Tube Size: 26 X 2.0	Unknown	Both Tires Flat/Components Rusted Condition: Worn/Used	F/N: C61C6430	1	Ea	Sporting Equipment
5	BPR-OREC	Nomenclature: Mountain Bike- Giant Revel 2 (Black & Grey) Front Fork: SR SLNTour XCT V4/ Aluminum/ 100 MM Travel Gear Components: SRAM X-3 Tube Size: 26 X 2.0	Unknown	Both Tires Flat/Components Rusted Condition: Worn/Used	F/N: CC1L1513	1	Ea	Sporting Equipment
6	BPR-OREC	Nomenclature: Mountain Bike- Giant Revel 2 (Black & Grey) Front Fork: SR SLNTour XCT V4/ Aluminum/ 100 MM Travel Gear Components: MSO Tube Size: 26 X 2.0	Unknown	Both Tires Flat/Components Rusted/Broken Hand Grip Condition: Worn/Used	F/N: C51F7166	1	Ea	Sporting Equipment
7	BPR-OREC	Nomenclature: Mountain Bike- Giant Revel 2 (Black & Grey) Front Fork: SR SLNTour XCT V4/ Aluminum/ 100 MM Travel Gear Components: SRAM X-3 Tube Size: 26 X 2.0	Unknown	Both Tires Flat/Components Rusted Condition: Worn/Used	F/N: CC1L2301	1	Ea	Sporting Equipment
8	BPR-OREC	Nomenclature: Mountain Bike- Giant Revel 2 (Black, White & Red) Front Fork: SR SLNTour XCT V4/ Aluminum/ 100 MM Travel Gear Components: SRAM X-3 Tube Size: 26 X 2.0	Unknown	Both Tires Flat/Components Rusted Condition: Worn/Used	F/N: C71C2773	1	Ea	Sporting Equipment
9	BPR-OREC	Nomenclature: Hybrid Bike-Giant Cypress Comfort Series (Grey/Chrome) Gear Components: Shimano Tubes: Tubeless Front & Back	Unknown	Both Tires Flat/Components Rusted Condition: Good/Used	F/N: C51BG583	1	Ea	Sporting Equipment

Exhibit "A"

City of Bentonville Surplus 4.23.2024

10	BPR-OREC	Nomenclature: Hybrid Bike-Giant Cypress Comfort Series (Grey/Chrome) Gear Components: Shimano Tubes: One tire tubeless	Unknown	Both Tires Flat/Components Rusted Condition: Good/Used	F/N: C51BG542	1	Ea	Sporting Equipment
11	Fire	GF165 Ram Fan Turbo Ventilators-Gas 4.8 HP	Unknown	Working HONDA 160 ENGINES	38935	1	Ea	Misc
12	Fire	GF165 Ram Fan Turbo Ventilators-Gas 4.8 HP	Unknown	Working HONDA 160 ENGINES	13861	1	Ea	Misc
13	Fire	GF165 Ram Fan Turbo Ventilators-Gas 4.8 HP	Unknown	Working HONDA 160 ENGINES	9471	1	Ea	Misc
14	Fire	GF165 Ram Fan Turbo Ventilators-Gas 4.8 HP	Unknown	Working HONDA 160 ENGINES	UNKNOWN	1	Ea	Misc
15	Fire	GF165 Ram Fan Turbo Ventilators-Gas 4.8 HP	Unknown	Working HONDA 160 ENGINES	UNKNOWN	1	Ea	Misc
16	Fire	GF165 Ram Fan Turbo Ventilators-Gas 4.8 HP	Unknown	Non Working HONDA 160 ENGINE	13857	1	Ea	Misc
17	Fire	GF165 Ram Fan Turbo Ventilators-Gas 4.8 HP	Unknown	Non Working HONDA 160 ENGINE	UNKNOWN	1	Ea	Misc
18	Fire	GX350 Ram Fan Turbo Ventilator-Gas 5.5HP	Unknown	Working Honda Engine	UNKNOWN	1	Ea	Misc
19	Fire	GF7115 Exhaust Diverter Hose				1	Ea	Misc
20	Fire	GF7115 Exhaust Diverter Hose				1	Ea	Misc
21	Fire	GF7115 Exhaust Diverter Hose				1	Ea	Misc
22	Fire	K12 Fire Rescue Saw	Unknown	Non-working / 00-0100208		1	Ea	Tools
23	Fire	K12 Fire Rescue Saw	Unknown	Non-working / 03-4200055		1	Ea	Tools
24	Fire	K12 Fire Rescue Saw	Unknown	Non-working / 04-3700209		1	Ea	Tools
25	Fire	K12 Fire Rescue Saw	Unknown	Non-working / 00-0100209		1	Ea	Tools
26	Fire	Jonsered chainsaw	Unknown	Non-working / 08-3700220		1	Ea	Tools
27	Fire	Jonsered chainsaw	Unknown	Non-working / 2014-00583		1	Ea	Tools
28	Fire	Jonsered chainsaw	Unknown	Non-working / 04-2700285		1	Ea	Tools
29	Fire	Honda portable light generators	Unknown	Non-working /		1	Ea	Tools
30	Fire	Honda portable light generators	Unknown	Non-working /		1	Ea	Tools
31	Fire	2008 Polaris Ranger 700 brush- fire skid unit- 6x6	Approx 408 hours	All functional except for top light bar.	Asset ID: 2020-24; VIN: 4XARF68A594736418	1	Ea	Vehicle/Large Equipment
32	Legal	imageRUNNER ADVANCE 400iF Black and White Scanner/Copier with 3 Cassette Modules		Functional	FN-COPIER-1	1	Ea	Office
33	Fire	KOHLER GENERATOR 30KW		NON-FUNCTIONING. ELECTRONICS ARE UNREPAIRABLE, BUT MOTOR WAS GOOD LAST TIME IT RAN.		1	Ea	Generator
34	WW	2005 Dodge Dakota	Approx 40,505 miles	Starter bad	Asset ID: 3030-11; VIN: 1D7HE22K85S296658	1	Ea	Vehicle/Large Equipment
35	Water	2012 Chevrolet 1500, Single Cab, long bed	Approx 96,820 miles	Previously wrecked.	Asset ID: 3020-18; VIN: 1GCNKPE01CZ250607	1	Ea	Vehicle/Large Equipment
36	Parks	2011 Chevrolet Silverado 2500HD	Approx 128,456 miles		Asset ID: 5030-23; VIN: 1GC2KVCG0BZ297701	1	Ea	Vehicle/Large Equipment
37	WW	2012 Ford F-150	Approx 20029.5 miles		Asset ID: 3030-19; VIN: 1FTMF1CM5CFB36632	1	Ea	Vehicle/Large Equipment

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Transportation
Email:	tbillings@bentonvillear.com		

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:	Public Hearing and Ordinance Vacating Utility Easement (VAC24-0002)
Action Recommendation & Justification:	Public Hearing and approval of Ordinance vacating a Utility Easement Vacation located at Lot 10 and Lot 11 of Loesche Subdivision (VAC24-0002).
Additional Comments for Consideration (Optional):	Vicinity Map provided.
Amount for Approval:	$ 0

Budget Impact

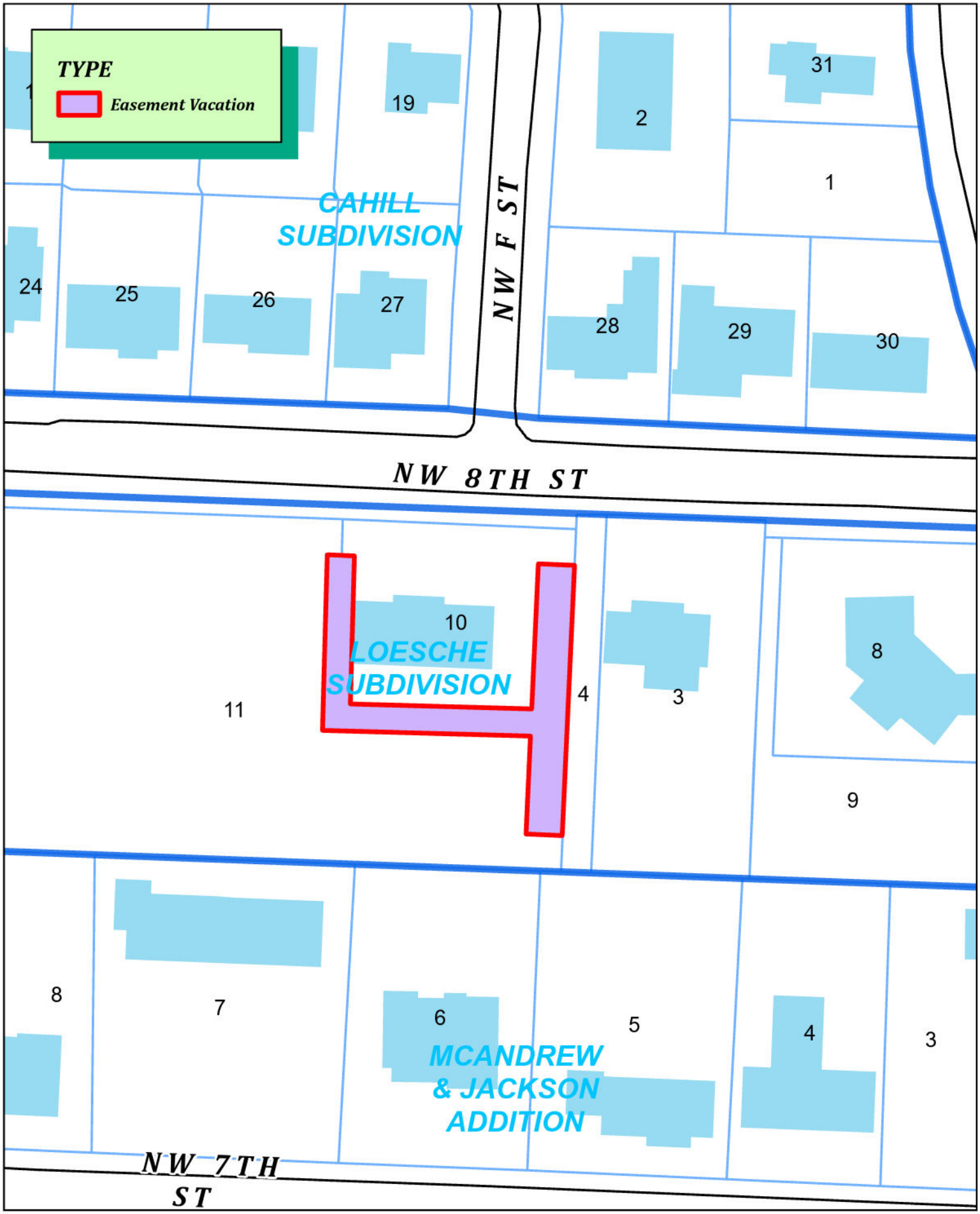
Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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
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):



VAC24-0002
Utility Easement Vacation
801 NW 8TH ST

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 10 AND LOT 11 OF LOESCHE SUBDIVISION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC24-0002).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by 404 GLV, LLC asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A PORTION OF AN EXISTING UTILITY EASEMENT LOCATED ON A PART OF LOTS 10 AND 11 OF LOESCHE SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, SAID EASEMENT DEDICATED PER DOCUMENT NO. L201844723, SAID PORTION OF EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°36'37"W 20.00' FROM AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 10 AND RUNNING THENCE S02°36'37"W 149.33', THENCE N87°29'26"W 20.00', THENCE N02°36'37"E 54.11', THENCE N88°25'44"W 114.87', THENCE N01°33'37"E 96.99', THENCE S87°32'32"E 15.00', THENCE S01°33'37"W 81.76', THENCE S88°25'44"E 100.15', THENCE N02°36'37"E 80.20', THENCE S87°32'32"E 20.00' TO THE POINT OF BEGINNING, CONTAINING 0.14 ACRES, 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 utility 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 a utility easement designated as follows:

A PORTION OF AN EXISTING UTILITY EASEMENT LOCATED ON A PART OF LOTS 10 AND 11 OF LOESCHE SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, SAID EASEMENT DEDICATED PER DOCUMENT NO. L201844723, SAID PORTION OF EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°36'37"W 20.00' FROM AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 10 AND RUNNING THENCE S02°36'37"W 149.33', THENCE N87°29'26"W 20.00', THENCE N02°36'37"E 54.11', THENCE N88°25'44"W 114.87', THENCE N01°33'37"E 96.99', THENCE S87°32'32"E 15.00',

THENCE S01°33'37"W 81.76', THENCE S88°25'44"E 100.15', THENCE N02°36'37"E 80.20', THENCE S87°32'32"E 20.00' TO THE POINT OF BEGINNING, CONTAINING 0.14 ACRES, MORE OR LESS.

Section 2: A copy of this Ordinance, 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 _____, 2024 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Malorie Marrs, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Dennis Hayes
Phone:	479-271-3127	**For Department(s):**	IT Department / Multi-Department
Email:	dhayes@bentonvillear.com		

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:	Resolution authorizing Cloud Migration Services for Citiworks Implementation
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to sign a professional services agreement with Timmons Group, in the amount of $399,095.00, for the Citiworks Implementation and Integration. A budget adjustment is required for $68,765.00 of the project cost.
Additional Comments for Consideration (Optional):	Timmons Group was selected during the RFP-23-69 process. Timmons Group has priced out costs to implement Cityworks AMS, purchased separately with the following asset groups for the City of Bentonville: Water Distribution/Wastewater/Transportation/Public Works/Engineering. $330,330.00 of this cost is being funded with unused software costs from unimplemented Munis modules. This is included in budget roll forward. The remaining cost is adjusted from general fund.
Amount for Approval:	**$** 399,095.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☑ OTHER: PARTIALLY

Budget Adjustment *(to be completed by Finance when applicable)*

See the attached Budget Adjustment list.

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):

		Capital Budget	Expense Budget							
	Timmons Group Cost	**Admin**	**IT**	**PWM**	**Street**	**Electric**	**UB**	**Wastewater**	**Sewer**	**Water**
Configuration	84,340.00	84,340.00								
Integration	51,050.00	51,050.00								
Implementation	194,940.00	194,940.00								
Training	49,365.00		987.30	3,949.20	12,834.90		4,936.50	3,949.20	6,911.10	15,796.80
Post implementation support costs	7,700.00		154.00	616.00	2,002.00		770.00	616.00	1,078.00	2,464.00
Futura Integration Feasibility	11,700.00					11,700.00				
	399,095.00	**330,330.00**	**1,141.30**	**4,565.20**	**14,836.90**	**11,700.00**	**5,706.50**	**4,565.20**	**7,989.10**	**18,260.80**

Users		
IT	1	2.00%
UB	5	10.00%
Wastewater	4	8.00%
Sewer	7	14.00%
Water	16	32.00%
Transportation	13	26.00%
PWM	4	8.00%
	50	100.00%

TIMMONS GROUP
GEOSPATIAL SOLUTIONS

Cityworks®
A TRIMBLE COMPANY

CITYWORKS IMPLEMENTATION AND INTEGRATION – Scope of Services

City of Bentonville, AR

Date: March 7, 2024

Contact: Lou Garcia | Principal
1001 Boulders Parkway, Suite 300, Richmond, VA 23225
443.904.3897 | Fax: 804.560.1016 | louis.garcia@timmons.com
www.timmonsgis.com

TIMMONS GROUP
GEOSPATIAL SOLUTIONS

1001 Boulders Parkway
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March 7, 2024

Kelsi Frederick
City of Bentonville Administrative Services Building
Purchasing Department
1000 SW 14th Street
Bentonville, Arkansas 72712

RE: Revised Cityworks Implementation and Integration – Scope of Work

Dear Kelsi Frederick Preston Newbill:

Based upon emails received on March 5,2024 we have modified the scope of work and costs per Mr. Newbill's request.

As detailed throughout our submittal, Timmons Group understands and will be your partner in implementing a GIS based Enterprise Asset Management/CMMS to manage your multiple asset groups (Cityworks AMS). Users will have the ability to access the Enterprise Asset Management System/CMMS from either browser-based or Windows-based workstations as well as iOS and Android mobile devices.

A partnership with Timmons Group offers the City a significant number of benefits. From initial system planning and design activities all the way through implementation and deployment, you will have direct access to industry-leading engineering, planning, GIS, and information technology professionals CMMS enterprise asset management services. Timmons Group is confident our team represents the best overall value to the City. If you have any questions or require any additional information, please contact Lou Garcia at 443.904.3897, as he is your primary contact and has binding authority.

Respectfully yours,

[redacted]

[redacted]

Ronald R. Butcher Jr., MBA
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Principal & Project Director

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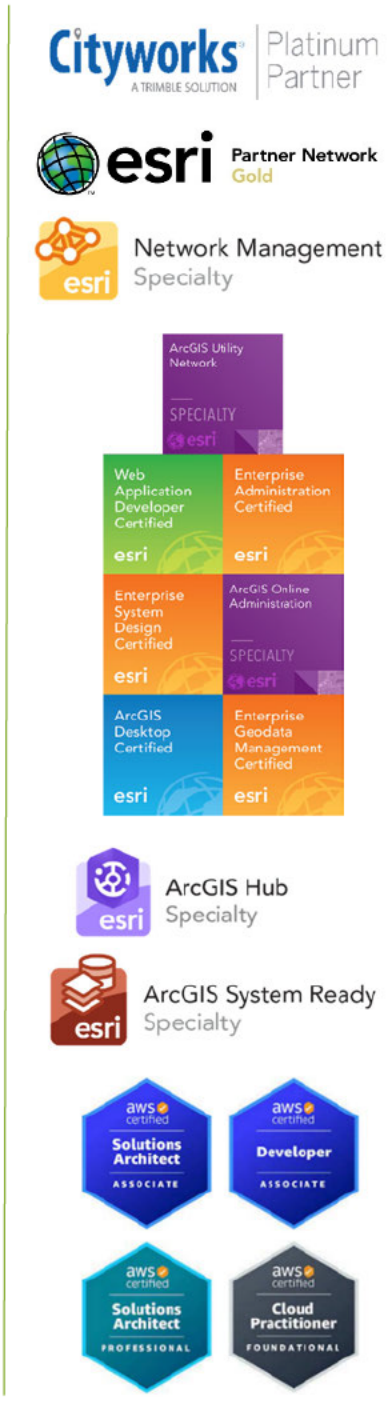

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COSTS

As per the RFP, Cityworks Implementation & Integration – RFP-23-69, that Timmons Group responded to and has been subsequently shortlisted and asked to provide costs per Page 11, Item #4; Timmons Group responds:

- All-inclusive pricing for the integration and implementation solution, including a detailed description of each cost. All costs shall be conveyed as a line item, such as:
    - Phase 1
        - Configuration
        - Integration
        - Implementation
        - Training
        - Post implementation training
        - Post implementation support costs
    - Phase 2
        - Futura integration feasibility
    - Any other costs associated with the cost of ownership

Timmons Group has priced out our costs to implement Cityworks AMS using Cityworks Online (CWOL), purchased separately with the following asset groups for the City of Bentonville:

1. Water Distribution (includes pump stations, tanks)
2. Wastewater (includes Treatment facilities)
3. Transportation
4. Public Works
5. Engineering

In addition, Timmons Group will integrate the following existing Bentonville solutions with Cityworks AMS:

1. Tyler Munis (for financials and Utility Billing) – using API's

Timmons Group costs are broken out as follows:

Professional Services	
Cityworks AMS Implementation	
Professional services for Water Distribution (pump stations, tanks) Wastewater, Transportation, Public Works and Engineering	
PHASE 1	
Cityworks AMS Configuration	$ 84,340.00
Cityworks AMS Integration (Tyler Munis)	$ 51,050.00
Cityworks Implementation	$ 194,940.00
Cityworks AMS Training	$ 49,365.00
Cityworks AMS Post implementation training	(a)
Cityworks AMS Post implementation support costs (40 hours)	$ 7,700.00
Any other associated costs	(b)
PHASE 2	
Phase 2 – Futura integration feasibility	$ 11,700
Grand Total	**$ 399,095.00**

a. Timmons Group offers optional long-term ad-hoc support at a flat rate of $165/hour, this could include additional training desired by Bentonville.
b. Cityworks software costs are not included, the Cityworks software has been purchased separately by Bentonville.
c. Tyler API costs may be required for desired workflow integrations, exact costs will need to be obtained from Tyler respectively.

SIGNATURES

Client	**Timmons Group**
Date	Date

SCOPE OF WORK

Timmons Group has developed a phased and collaborative project approach that will provide the best overall solution to the City. Our approach for each major Stage and Task is centered on four major program components:

A. Project Management
B. Core Software Configuration
C. Department (Functional Group) Specific Implementations & replacement/integration of/to various existing/future systems
D. Data analysis, reporting, and dashboards

We appreciate the approach the City desires to pursue to implement the core components of the solution first, then to evaluate the need and value of integrations as well as data conversion from your existing system. The goal of these initial workshops in Phase I will be to develop functional requirements of the system, including those desired by these various integrations. Once these functional requirements are developed our team can then advise the City as to the technical methodologies available to meet these functional requirements as well as the cost/schedule to accomplish these interactions. Informed decisions can then be made that balance the cost/effort vs. the value. A similar effort will be undertaken to look at the existing legacy asset/work history data. There likely is data of value to convert and migrate to Cityworks. Our proposal is to evaluate this data during Phase I by understanding what data elements are desired to be moved over; thus enabling us to develop a scope of effort/schedule to accomplish this task – while also providing the City the ability to determine is the effort of pursuing the data conversion worth the cost/effort.

Successful implementation of Cityworks as a core technology for the City's CMMS and asset management plan requires a thorough understanding of the individual processes and information management applications used throughout the organization. An appropriate level of planning and strategizing is required to ensure the end-users' needs are identified, understood, and designed for prior to implementation. Timmons Group is committed to providing the City with the resources needed to achieve your goals and the priority to complete each task on schedule and within budget. Our dedicated staff will provide you with consistent, responsive service. We have established a strong team, based on similar projects, client success and certification status.

As previously stated, the success or failure of Cityworks implementations is most often not attributable to the technology components, but rather to managing the implementation of the software solution and the organization's ability/inability to effectively achieve the change associated with the implementation. We will partner with the City in developing a strong body of users throughout the implementation process. The widespread adoption that is often anticipated by the project stakeholders during the planning and development of enterprise systems can quickly wane shortly after implementation if the change process is not effectively managed.

The tasks detailed below are designed to meet the full requirements of the RFP from the perspective of providing the required professional services to meet the full requirements as detailed within the RFP.

On receiving a Notice to Proceed, we will commence with implementing Cityworks AMS for the City. The implementation and training will consist of Transition Management from current system(s), Asset Lifecycle Management, Work Orders, Service Requests, Inspections, Parts/Supplies Inventory, Preventive Maintenance Scheduling, Report Writing, Esri ArcGIS integration, System Testing, various integrations to other systems and possible conversion of legacy historical work orders and service requests.

We will be performing the following high-level scope of services:

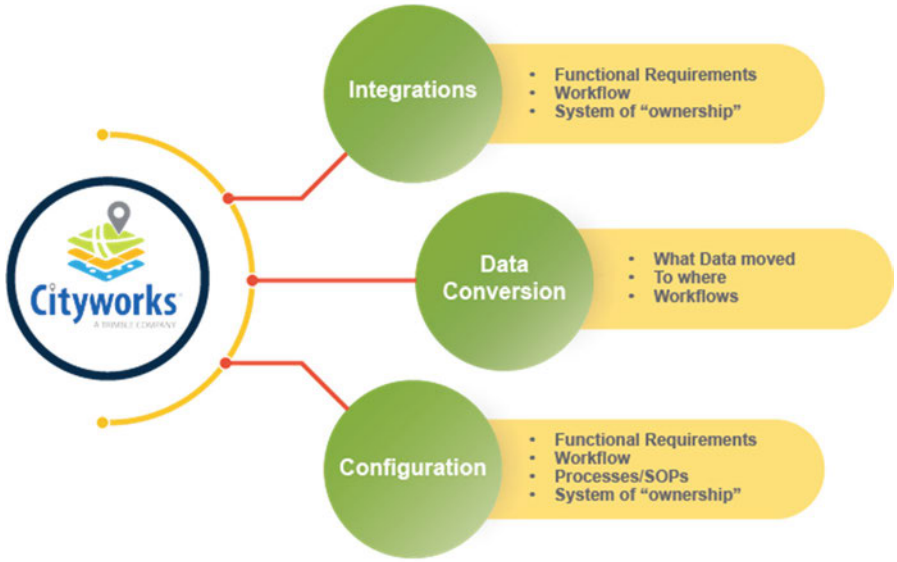
Phase 1:

1) Implement (configure) Cityworks AMS with the following Functional Departments:
   a. Water
   b. Wastewater
   c. Utility Billing
   d. Transportation
   e. Inventory
   f. Public Works
   g. Engineering

2) Integrate Cityworks AMS with:
   a. Tyler Munis

Phase 2:

1) Futura integration feasibility



PHASE 1 & 2 TASK 1: PROJECT MANAGEMENT

The City is ready to begin implementation of the Cityworks Asset Management System (AMS) to organize, manage and track its enterprise assets. Successful implementation of the Cityworks AMS solution as a core technology for the City 's CMMS and Asset Management System requires a thorough understanding of all the individual processes and business intelligence applications embraced throughout the organization. By using the Timmons Group proven phased implementation approach we will be able to design a solution capable of delivering the desired functional goals, while providing the returns-on-investment on which the project has been justified and its successes will be measured.

All Project Team members selected for this engagement have recent significant experience in the planning, design, and implementation of multiple enterprise Cityworks projects of varying depths and complexities. However, our experience indicates that these competencies alone do not automatically translate into successful projects. Rather, the key to project success is the proper use of available resources within the framework of a well-managed project plan that completely addresses each of the following processes:

- Initiation – project authorizations and expectations
- Planning – project definitions, objectives, deliverables, and analysis of alternatives
- Execution – coordination of resources, quality control, delivery of products and services
- Controlling – monitoring and measuring to identify variances and initiate corrective actions
- Closing **–** acceptance of project results and deliverables

Successful program management requires a high degree of commitment to both operational and fiscal results; an acceptance of accountability for conformance to project requirements; and the people skills needed to forge a synergistic chemistry between diverse stakeholders

With our Project Manager serving as the hub of our team, and the conduit of communications between our subject matter experts and The City Core Team, we propose to use the following management tools to manage the proposed project programmatically and proactively to a successful end. The following implementation and support functions will be addressed in the project plan with designations for each implementation/deployment phase recommended:

- Project Planning/Execution
- Communications Planning/Execution
- Infrastructure/Hardware/Environment Configuration and Build, if applicable
- Business Review, GAP Analysis and Solution Recommendation
- System/Application Configuration and Validation

- Data Analysis, Design and Development
- Customization/Interface Analysis, Design and Development
- Testing (System, Performance and User Acceptance Testing)
- Training and Documentation
- Implementation
- Operations, Maintenance and Support

Our Approach to Project Management

Timmons Group specializes in delivering Asset Management solutions for our clients. We have accumulated years of experience and lessons-learned that have shaped our project management and implementation approach. Our project manager will be responsible for:

- Facilitating meetings between the Timmons Group team and City project stakeholders;
- Preparing for, and conducting, all on-site and on-line meetings;
- Reporting risks and impediments to the team as issues arise and maintaining a risk registry on our web-based project portal;
- Maintaining the project work plan and project schedule;
- Managing change; and
- Monitoring and reporting project performance.

Project Management Plan (PMP)

The PMP integrates and consolidates all the subsidiary management plans from the planning process, including:

- Scope management plan (including the change management process)
- Schedule management plan
- Cost management plan
- Quality management plan
- Human resource plan
- Communications management plan
- Risk management plan
- Procurement management plan

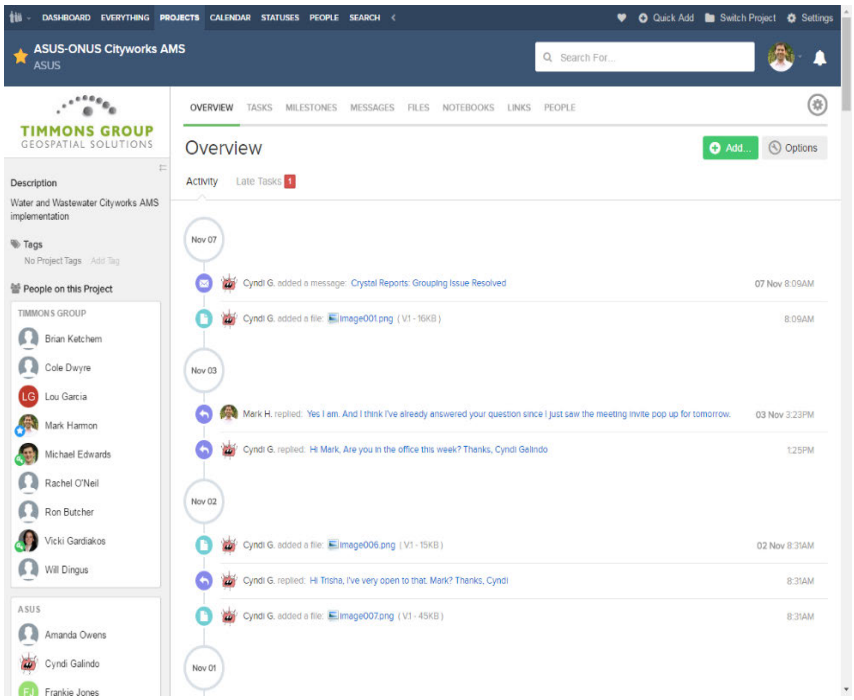
Mutually agreed-on project baselines are established for schedule, cost and scope. These baselines are combined into a performance measurement baseline against which integrated performance can be measured throughout project execution. Our Project Manager will develop and deliver a PMP outlining the tasks, schedule, deliverables/milestones, communication plan and the associated resources (internal/external) necessary for the project to be successful.

Project Tracking and Reporting

Timmons Group will maintain procedures throughout the project for tracking and reporting progress. We will establish a dedicated, secure online project portal that provides centralized, on-demand access to project documents and status. Our approach to project management is very “hands-on” and will support constant communication to minimize project risk, remove impediments to progress, and to ensure that we are delivering the best possible solution. Standard project management documents that will be posted to the project portal include: status reports (MS Word), current and past versions of the project work plan (MS Project), key project decision log, risk register and a task/action item log. Biweekly we will provide Bentonville with a project status report that documents the activities performed during the previous month. At a minimum the report shall address the following:

- Status of all tasks

  - Deliverable status
  - Configuration status



- Forecasted Deliverable status for the next reporting period
- Resource status for the project, including staff utilization
- Schedule status for the project including task status, milestones completed, phases completed, schedule trends and schedule summary
- Comparison of actual percent complete versus scheduled for the work breakdown structure
- Issues, risks, and resource constraints which are affecting or could affect progress including proposed or actual resolution
- Proposed changes to the project work plan, reasons for the changes, and approval/disapproval determination for any proposed changes
- Updated detailed project work plan with approved changes highlighted
- Key decisions (technical and administrative)
- Open action items
- Schedule update
- Financial update
- Project performance measurements

Questions and Issue Tracking

Timmons Group recognizes that communication between the City and our project team must follow a standard flow, if the project is to succeed. We will assume the primary role of controlling communication between our project team members as well as the City employees. Should issues arise during the course of the project, we will log and track issues and key decisions (administrative and technical), questions, and action items to ensure that the decisions made during the communications are appropriate and that all resolutions are documented. The project tracking log will be maintained on the project portal.

The goals of Timmons Group's communication plan are to ensure that the project objectives are clearly articulated and met, that tasks are completed on schedule, issues are identified and promptly resolved, and that project status is continuously communicated to The City core team. The communication plan addresses the primary aspects of project communication, including:

- What is being communicated
- To whom it is to be communicated
- How it is to be communicated (e.g. In-person, e-mail, call, etc.)
- When it is to be communicated

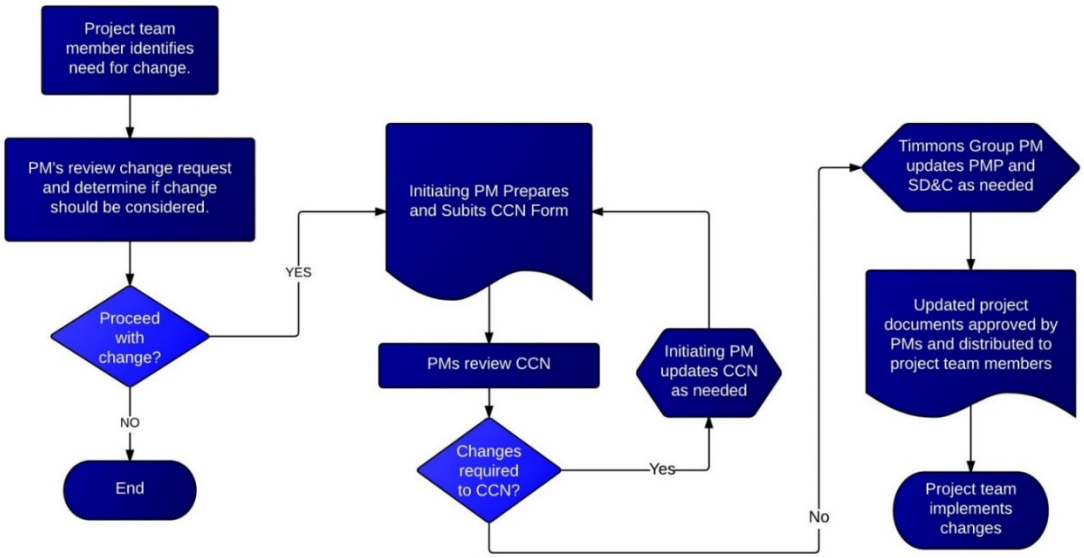
Timmons Group will employ a proactive approach to project communication, consisting of the components more fully defined below, to ensure the proper and efficient utilization of resources and the timely delivery of products and services within the framework of the project Scope of Work.

Scope Management Plan

Understanding that issues will arise during the project that may require changes to the agreed-on scope of work, a proactive method of identification and management of these issues must be used. Timmons Group uses a Change Control Process that is illustrated in the following process flow diagram: Final project costs are established through the

development of a detailed Scope of Work – ***one that establishes what products and services will be delivered as well as those that will not be provided as part of the established fee***. A level of open and honest communication among all stakeholders is required such that system functionality can be balanced with available funding, and appropriate and reasonable expectations set. Once these elements have been addressed, cost control becomes a multi-tiered effort involving effective project management, clear communication among stakeholders (especially the Project Managers), schedule management, and quality control. To protect both parties, client and consultant, a Change Control Process must be developed and adhered to throughout all phases of the project.

Any modifications or deviations from the agreed on Scope of Work, including system functionality, service delivery, technical documentation, or project schedule or budget will be subject to ***CHANGE CONTROL*** procedures:



Any project team member may initiate a ***CHANGE REQUEST*** whenever there is a perceived need for a change that will affect the desired or anticipated outcome of the work or any element of the project. The project team member should use a ***CHANGE CONTROL NOTICE (CCN)*** form as appropriate for the change:

1. Agreement to a ***CHANGE REQUEST*** signifies agreement to a change in overall costs, functionality, time scales, or other identified project impact.
2. Changes will be identified and communicated by / to the respective Project Managers by any of the prescribed communication channels. ***CHANGE REQUESTS*** may be introduced via verbal conversation or other form of communication but must be supported by the appropriate ***CCN*** document.
3. All ***CCN***s will be signed by both the Timmons Group and The City Project Managers to indicate acceptance of the changes.

4. All project participants should understand that time is of the essence when initiating, reviewing, negotiating, and approving ***CHANGE REQUESTS***, as any delays to work in progress caused by a ***CCN*** may impact the overall project schedule.

The CCN template proposed for this project is presented on the following page. A complete library of CCN documents will be developed and archived for team reference as the project progresses.

IV. Risk management status:

#	Potential Risk	Priority	Control Measures	Status
1	Group 1 Configuration	High	Timmons has placed work plan for resource dedication into action for reaching/sustaining project schedule	In process
2	Group 1 data conversion	High	Timmons has placed work plan for resource dedication into action for reaching/sustaining project schedule	In process
3	Group 1 reports	High	Timmons has placed work plan for resource dedication into action for reaching/sustaining project schedule	In process
4	811 Data Import Tool	Medium	Timmons has placed work plan for resource dedication into action for reaching/sustaining project schedule	In process
5	Training	High	Week of Oct. 16 & Oct. 23rd needs confirmation by Metro	In process
6	Group 1 Go live	High	Items 1-5 must occur by due date to meet this date. Timmons PM & Metro PM to work to make sure these items occur as necessary	In process
7	Group 2 configuration	Low	LOE for group 2 is low	

Schedule Management Plan

Timmons Group uses Microsoft Project to track all tasks, milestones and dependencies of our enterprise asset management projects. The change control process is the same as the process outlined in Scope Management Plan. The schedule is reviewed at project progress meetings and any changes are agreed on by the project team (which includes The City stakeholders).

Risk Management

Risk Management is managed via project progress meeting and communicated via a shared document that identifies the risk, color codes the risk based on several criteria and specifies a mitigation strategy. The Risk Register is included within the project progress report that will be provided to the project on an agreed-on interval.

Quality Management

Timmons Group uses two strategies to ensure quality and acceptance of our deliverables. The processes are as follows:

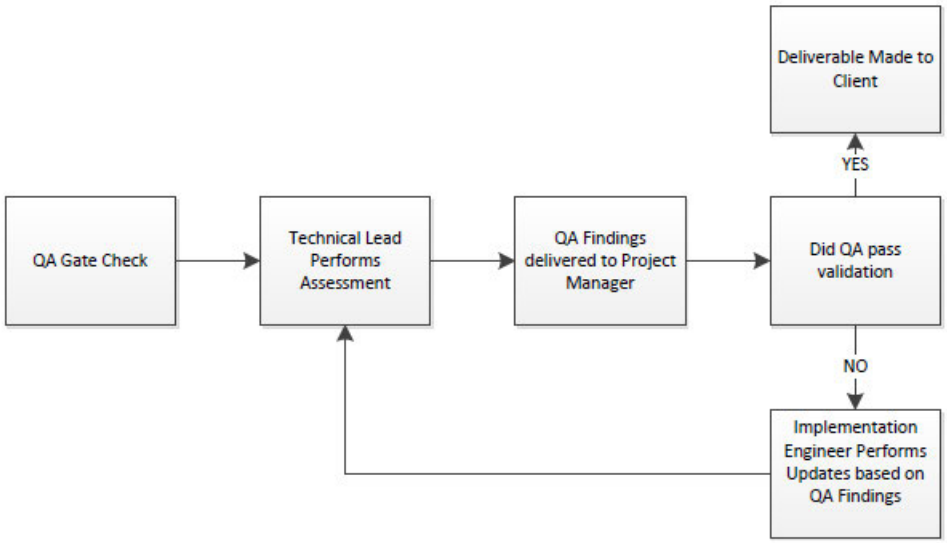
QUALITY ASSURANCE PLAN:

Quality Control on a Timmons Group Cityworks implementation project is on-going throughout the life of the project. In addition to formal items such as a Project Management Plan, Testing Plan and an Acceptance Plan and Acceptance Certification, we employ several quality control measures throughout the life of the project. We have assigned a Project Director to this project. In this role the Project Director will act as the Senior Technical Reviewer for all project deliverables. Specific quality control procedures include internal review meeting between the Project Director and the project team as well as a formal change control process to deal with project changes. Timmons Group has clear and defined roles for the Quality Control responsibilities of all staff members. Because all staff levels of the project team are involved in delivering quality service to our clients, each employee is given the necessary training and orientation to perform a specific task. Prior to being assigned to a specific Quality Control responsibility, staff members must meet minimum qualifications and must be approved by the Principal in Charge. Timmons Group has an established program for project Quality Control that is incorporated into our contract management process. Our primary means of building quality into every phase of each project is using assigned senior technical reviewers (STR) and periodic QA reviews at the program level. Our reputation is built on the execution of existing work and products. Timmons Group has an excellent track record of providing high-quality services to public agencies, as demonstrated by our strong past performance

ratings. During each gate check, whether internal or client guided, the project technical lead will review the Cityworks implementation using the System Design and Configuration plan as the base line for the system implementation before delivery of any project deliverable.

Acceptance Procedures:

Certain project deliverables and milestones will be subject to a process of review and acceptance. The process will involve the Project Managers from both The City and Timmons Group signing a User Acceptance document to indicate that products and services were delivered in accordance with the Project Plan. A fully executed User Acceptance document shall serve as authorization for Timmons Group to continue to subsequent project tasks. Failure on The City part to complete milestone acceptance in a timely manner may cause delays in initiation of subsequent tasks. The process for documentation deliverables is detailed in the following workflow:



1) Timmons Group will submit a Preliminary Draft of the project deliverable which will consist of a basic document template or outline for The City Review.
2) The City will review and provide acceptance of the Preliminary Draft format within 10 days.
3) Timmons Group will deliver the draft deliverable by the scheduled due date.
4) The City will review the deliverable and provide feedback.
5) Timmons Group will deliver the final version for The City formal acceptance.

In some cases, where appropriate, the document deliverable will be updated throughout project and redelivered prior to Go-Live.

Project Report

Project Name:	
Project Client:	
Project Number:	
Report Name:	
Report Date:	
Report Author:	
Report Distribution:	

Executive Summary:

What we accomplished in the last month:

1.
2.

Deliverable	First Revision Status	Second Revision Status

What we plan to accomplish in the next month:

1.
2.

Summary of anticipated and approved changes in project scope/schedule/budget:

•

Status of schedule and deliverables:

Deliverable	Current Forecast	Actual	Status	Signoff

Risk management status:

#	Potential Risk	Priority	Control Measures	Status
		High		
		Moderate		
		Low		

Communication Management

The goals of Timmons Group's communication plan are to ensure that the project objectives are clearly articulated and met, that tasks are completed on schedule, issues are identified and promptly resolved, and that project status is continuously communicated to The City core team. The communication plan addresses the primary aspects of project communication, including:

- What is being communicated
- To whom it is to be communicated
- How it is to be communicated (e.g. In-person, e-mail, call, etc.)
- When it is to be communicated

Timmons Group will employ a proactive approach to project communication, consisting of the components more fully defined below, to ensure the proper and efficient utilization of resources and the timely delivery of products and services within the framework of the project Scope of Work.

Bi-Weekly Status Call and Minutes – Timmons Group's Project Manager will prepare an agenda for and conduct a bi-weekly status call related to the specific work-in-progress of the project team. The Project Manager shall record and report via meeting notes the results and action items required. Bi-Weekly Status Calls can be regularly scheduled.

Monthly Status Reports – Timmons Group's Project Manager will prepare monthly status reports using the template presented on the following page. Every other (roughly) bi-weekly status report shall be delivered to the City core team with each month's invoice. Bi-weekly status reports will also be archived online for additional, on-demand access. Monthly Status Reports are due within the fourth full week of the month, prior to the bi-weekly status call.

Ad-Hoc Meetings – As is required throughout the duration of the project, additional meetings may be called by either Project Manager to address personnel, scheduling, technical, or other project issues. These meetings will typically be held via teleconference. Project team members will participate in these meetings as necessary. The Timmons Group Project Manager will document the meetings and distribute a summary to all project team members via email.

The dates for project calls, meeting and reports will also be maintained on the project calendar, which will be available online for easy, on-demand access.

Business Process Change Management

The failure to adequately train and support new users is often a cause for immediate and permanent resistance to the adoption of the system. ***Incorporating a strong training and coaching program is an effective change management tool*** and appropriate budget allocations should be made and adhered to throughout the system implementation and adoption life-cycles. In addition, The City would be well-served by identifying and empowering staff responsible for the daily operations and administration of the system. This individual (or individuals) should have a broad understanding of the varied services each department provides, the technique in which services are delivered, and the manner of how Cityworks solution supports the delivery of each service. The responsibilities will also include the coordination of various support mechanisms available to each end user for the assistance for expanding the user's knowledge of not just their role within the asset management program, but also in a broader context of the overall importance of the enterprise work management program to the organization.

Timmons Group has proposed within our scope of services to lead a series of workshops. These workshops will be preceded by a review of all pertinent materials by Timmons Group resources. The purpose of the workshops will be to validate the (or any) documentation provided by the City. After validating and documenting the existing processes, Timmons Group will seek to edit/change these existing workflows and processes to:

1) Leverage Cityworks technology
2) Leverage asset management and industry best practices
3) Hold workflows and processes to the current wherever possible and feasible

These workshops are designed to establish and assess the Business Requirements, User Requirements, and Functional Requirements that must be considered when developing the Software Design and Configuration Plan (SD&C) as well as to design the Cityworks configuration and database necessary for implementation, the integrations and data conversion.

For the first 30 minutes of the workshop our implementation team will conduct a brief software knowledge transfer session. The session will give the workshop attendees an opportunity to review and understand the software, potential impacts and changes in their daily business processes, and the purpose of adopting the new tools. It has been our experience that successful adoption of Cityworks is supported by continued, repeated exposure of the software during the workshops and review meetings. We strongly believe that all levels of end users of the system need representation within these meetings. When end users participate from the beginning in the design (configuration) of the tools they ultimately will be expected to use, their acceptance and adoption rates soar. They will understand the need for the sequencing of the workflows they will be expected to participate in once in production as well as they tools (Cityworks) they will be expected to use. This goes a long way in creating the necessary end user buy-in for the success of the project.

During the workshops, our implementation team will analyze the various technological, operational, and organizational elements of The City business. This will be an essential procedure to ensure the planned Cityworks implementation and

expected system interfaces are capable of delivering the feature-rich data needed to support the numerous complex operations and maintenance activities undertaken by the various departments. We understand that The City has already documented some of your workflows and that our effort will concentrate around ensuring Cityworks is used to its full potential and that we consider/review with The City potential workflow edits as well as to document for the first-time other workflows, to accomplish this. In support of these efforts, our implementation team will analyze with each Functional Group the following critical elements:

- **Business Drivers** – The core functions that will benefit from the implementation of the Cityworks solution. These may include inventory, custom billing, time tracking, engineering planning and design, construction inspection and administration, operations and maintenance, inspections, regulatory compliance, customer service, disaster preparedness and emergency response, executive decision processes, etc.
- **Workflows** – Current departmental/Functional Group (internal and external) business processes and work flows that will either contribute to, or be replaced by, the planned Cityworks implementation. Key workflows that should be analyzed include, but are not limited to, inventory / data capture and maintenance, data distribution, data consumption, system planning and analysis, customer inquiry, reporting, etc.
- **Systems and Applications** – Information technology and process automation tools currently deployed and maintained by The City or Functional Group should be investigated and analyzed in terms of their ability to support the increased network traffic, data loads, and application maintenance requirements introduced by the planned Cityworks program. Additionally, existing business applications such as network modeling, mobile computing, customer relationship management, etc., should be investigated to determine the best manner by which to integrate with the planned Cityworks system.
- **Data** – Existing data sets (spatial and tabular) and reports maintained for the purpose of supporting the daily operation and maintenance of the departments and their associated processes must be inventoried and analyzed for the purpose of supporting the development of any required data conversion/migration/development plans.
- **Best Practices** – Established asset management best practices, as they relate to THE CITY or Functional Group's current operational mandates, contrasted with where the various departments currently fall within the spectrum, should be established and benchmarked for the purpose of establishing the required system implementation path needed to guide The City to its ultimate Cityworks deployment and adoption goals and objectives.

These core elements will provide our implementation team and The City with an understanding of the needs and challenges the departments will face as they move to implement Cityworks. The initial business process analysis provides our implementation team with a detailed look into the everyday processes marshaled by The City staff. A primary objective of this task is for our implementation team to review and understand how The City conducts business and manages its assets. The ultimate goal is to provide knowledge to support and enable our implementation team to properly address the technological impacts of the system deployment and The City to understand the technological impacts and the non-technological impacts related to business processes and workflows. The RFP has asked us to provide not only a cost for the proposed changes but also to document the recommended changes. Timmons Group has implemented Cityworks numerous times and has found our iterative approach to be the most successful. It is impossible at this time to provide edited workflows for The City to review.

Organizational Change Management

Within our processes Timmons Group will analyze the existing staff assigned to manage and use our proposed solution and corresponding work flows and business processes. We use the approach outlined below:

1. Clearly define the change and align it to business goals.

It might seem obvious, but many organizations miss this first vital step. During the workshops outlined within our scope of services Timmons Group will lead The City through this part of the change management process. We will seek to understand your business goals, business rules and merge these into your "to-be" workflows that will be our guide for the configuration of Cityworks. It's one thing to articulate the change required and entirely another to conduct a critical review against organizational objectives and performance goals to ensure the change will carry The City in the right direction strategically, financially, and ethically. This step can also assist The City in determining the value of the change, which will quantify the effort and inputs that will be invested.

Key questions:

- What do we need to change?
- Why is this change required?

2. Determine impacts and those affected.

Once we know exactly what The City wishes/needs to achieve and why, we will seek to understand the impacts of the change at various organizational levels. We will review the effect on each business unit/functional group and how it cascades through the organizational structure to the individual. This information will start to form the blueprint for our training plan, so that we can mitigate the impacts of the proposed changes.

Key questions:

- What are the impacts of the change?
- Who will the change affect the most?
- How will the change be received?

3. Develop a communication strategy.

Although all end users should be included within the decisions and design of the proposed changes, the first two steps will have highlighted those employees that the Cityworks implementation team needs to absolutely communicate the change to. Timmons Group will communicate the proposed changes via a review of the proposed workflows via a MS Visio diagram that will be reviewed with the appropriate stakeholders.

Key questions:

- How will the change be communicated?
- How will feedback be managed?

4. Provide effective training.

With the change message out in the open, it will become important that the Cityworks implementation team communicate to the end users that they will receive training, structured or informal, to teach the skills and knowledge required to operate efficiently as the change is rolled out. This will form the basis for the development of our Training Plan.

Key questions:

- What behaviors and skills are required to achieve business results?
- What training delivery methods will be most effective?

5. Implement a support structure.

Providing a support structure is essential to assist employees to emotionally and practically adjust to the change and to build proficiency of behaviors and technical skills needed to achieve the desired business results. To help employees adjust to changes to how a role is performed, we highly recommend that all roles receive representation in the initial workshops.

Key questions:

- Where is support most required?
- What types of support will be most effective?

6. Measure the change process.

Throughout the change management process, a structure will be put in place to measure the business impact of the changes and ensure that continued reinforcement opportunities exist to build proficiencies. This will be done via the delivery of the existing workflows as well as the delivery of the proposed workflows and a review of the proposed workflows with stakeholders.

Key questions:

- Did the change assist in achieving business goals?

- Was the change management process successful?

Shortly after we receive notice to proceed, we will prepare an initial Project Management Plan (PMP) document and begin initial data gathering to prepare for the kick-off meeting. We will also hold a webinar meeting with the Client Project Manager and IT/GIS staff to discuss the proposed solutions we will be implementing and their impacts to your existing computing environment. This "primes the pump" for the kick-off meeting and configuration workshops and ensures there will be no IT/GIS related bottlenecks related to hardware or software purchases.

Our project manager will employ a variety of controls and management tools designed to successfully complete this project in a timely manner while keeping Client informed of our progress throughout the duration of the project. The scope of this project will require our team to work with many different Client staff members on a number of project tasks. This task will remain active throughout all phases of the project.

Phase 1 & 2 Task 1: City Responsibilities:

- Review the Project Management Plan and ensure it meets requirements (2 FTE hours).
- City's project manager can assume a need of 4-8 hours per week during project duration
- Key personnel for each functional group can assume a need for 2 hours for project management plan review and 2 hours per week during project duration for communication, status meetings, etc.

Phase 1 & 2 Task 1: Deliverables:

- The Timmons Group Project Manager will draft and deliver a Project Management Plan (PMP) for an initial review by Client's Project Manager and key staff, as deemed appropriate. The draft plan will be provided in advance of the project kick-off meeting. The project management plan is a dynamic (living) document that will be managed over the life of the project.
- Monthly Project Status Reports
- A project collaboration portal will be setup for the duration of the project and for support after Go-live.

Phase 1 & 2 Task 1: Estimated Timeframe:

- Project Management activities will occur throughout the duration of the project

PHASE 1 TASK 2: IMPLEMENTATION PLANNING

The goal of this task and its subtasks is to develop a System Design and Configuration (SD&C) Plan that consolidates the gathered data with workflows, data migration requirements, and interface requirements that will be identified and modeled during a series of configuration workshops.

IT System Review

Our implementation team will meet with Client's project management team and IT/GIS staff to discuss hardware and environment requirements for the Cityworks implementation. During this meeting, various system architectures and minimum requirements will be explored to ensure a stable implementation for Client. The goal is to ensure hardware is in place and that all related system and security policies are understood prior to initial software configuration.

The implementation team will document the Core System Design Plan components required to support the Cityworks implementation. The Core System Design Plan is developed in preparation for the configuration and implementation of Cityworks. This plan will include the following:

- Network Requirements
- Peripheral Requirements
- Internal Security
- Hardware Requirements
- Software Applications
- DMZ

Phase 1 Task 2.1: City Responsibilities:

- City project manager assistance in scheduling IT review meeting. (1 FTE hour)
- City Information System stakeholder attendance/participation in meeting. (2 FTE hours each attendee).

Phase 1 Task 2.1: Deliverables:

- Core System Plan for Hardware, Software, and network configuration

Phase 1 Task 2.1: Estimated Timeframe:

- IT Review meeting and task deliverable are estimated to take 2-3 weeks to complete depending on Client availability

GIS System Review

Our implementation team will meet with Client's project management team and GIS staff to discuss the Esri GIS requirements for the Cityworks AMS implementation. During this meeting, minimum GIS requirements will be explored to ensure a stable implementation for Client. The goal is to ensure the GIS is in place and that all related system and security policies are understood prior to initial software configuration. In addition, the GIS datamodel will require review and possible modification by Client. Our implementation team will work with Client to identify any shortcomings with the existing City GIS data, datamodel and Esri licensing. It will be the responsibility of Client to meet and address all identified shortcomings or perform any necessary changes.

Phase 1 Task 2.2: City Responsibilities:

- City project manager assistance in scheduling GIS review meeting. (1 FTE hour)
- City GIS stakeholder attendance/participation in meeting. (2 FTE hours each attendee).

Phase 1 Task 2.2: Deliverables:

- Core System Plan for GIS, scope & costs for performing necessary changes, edits, improvements, etc.

Phase 1 Task 2.2: Estimated Timeframe:

- GIS Review meeting and task deliverable are estimated to take 2-3 weeks to complete depending on City availability

Configuration Document Meeting

The implementation team will meet with the City Project Manager and key functional group stakeholders to review the contents of the Cityworks AMS Configuration Document. The Cityworks AMS Configuration Document is a collection of spreadsheets related to information required for population of the Cityworks AMS system. With our implementation team's assistance, City will provide data to populate associated configuration spreadsheets prior to the Configuration Workshops. Any information City can deliver prior to the workshops will be used by the implementation team to design, configure and implement the initial Cityworks AMS configuration.

The Cityworks AMS Configuration Document contains eleven main configuration categories. Each is identified below and will be discussed in detail during the Configuration Document Meeting:

- Domain Security – a security structure and method of organization. The rest of the manual builds on this section; it should be done first.
- Employee Hierarchy – A list of all employees with login and domain information.
- Work Orders – Lists of all the primary activities each department handles.
- Tasks – Lists of all the tasks associated with the work orders.
- Materials Hierarchy – A list and organizational method for your work order materials.

- Equipment Hierarchy – A list and organizational method for your work order equipment.
- Service Requests – Details about all the service requests or calls that may come in.
- Project Hierarchy – Define any ongoing municipal and capital improvement projects.
- Contractors List – Details about contractors used for work activities.
- Inspections – A list of inspections completed against assets along with the information captured during the inspection.
- Storeroom Configuration – Details concerning the storeroom names, stock on hand and security (possible future phase)

Our team's Configuration Manager will work closely with the City Project Manager to ensure that City understands the configuration documentation and data to be gathered. Our configuration team will take information provided by City along with the Esri geodatabase and configure the Cityworks AMS "sandbox" installation that will be used during the kick-off meeting and configuration workshops.

Phase 1 Task 2.3: City Responsibility:

- Configuration Document Review Meeting. (2 FTE Hours per participant)
- Review and provide data. (4 -8 FTE Hours Per Functional Group)

Phase 1 Task 2.3: Deliverables:

- Configuration document with spreadsheets initially filled out from data supplied by City.

Phase 1 Task 2.3: Estimated Timeframe:

- Configuration Document completion is estimated to take 4-6 weeks to complete

PHASE 1 TASK 3: INSTALL CITYWORKS

We will install the core Cityworks AMS software in the City development environment (*within the chosen system architecture*). The intent of this installation is to meet the initial Cityworks AMS implementation requirements which include initial system configuration and configuration customization. We will work directly with the City Project Manager to verify that all core system components are installed and appropriately configured. Our implementation team will facilitate Cityworks AMS software installation, set-up, and initial configuration.

The purpose of installing this software at an early stage in the project is two-fold: It establishes the core system that will later be configured and tested and is the ideal platform for familiarizing City staff with the software as a sandbox for your use. From experience, we have determined that it is important for potential end-users to see the software prior to discussions about functional needs so that they have a basic understanding of the software's capabilities and limitations. This server will be linked with a copy of the City Esri GIS geodatabase. Timmons Group will generate an Installation Certification for City to sign off signifying this installation has occurred and is functioning within the City development environment.

Phase 1 Task 3: City Responsibility:

- Provide a copy of City's Esri geodatabase
- City's GIS resource (2 FTE hours)

Phase 1 Task 3: Deliverables:

- The core Cityworks AMS software installed on City's development environment
- Installation Certification

Phase 1 Task 3: Estimated Timeframe:

- The initial installation of Cityworks is estimated to require 2-3 weeks once City's GIS data is received/ready

PHASE 1 TASK 4: PROJECT KICK-OFF MEETING

Project team members and participating City Functional Group staff will participate in a Project Kick-off Meeting to be held for the purpose of introducing the project participants, to establish the roles and responsibilities of all Project Participants, validate City's goals and objectives, establish the lines of communication to be employed throughout the duration of the project, and to answer any questions City staff may have. The kick-off meeting will be 2 (two) hours in duration.

Phase 1 Task 4: City Responsibility:

- City project manager assistance in scheduling pre-kick-off & kick-off meeting. (4 FTE hours)
- City Information System stakeholder attendance/participation in pre-kick-off meeting. (4 FTE hours each attendee).
- City key stakeholder attendance/participation in kick-off meeting (4 FTE hours each attendee).

Phase 1 Task 4: Deliverables:

- Project presentation and meeting minutes.

Phase 1 Task 4: Estimated Timeframe:

- Project Kick-off meeting should occur approximately 4 weeks after the project has been initiated

PHASE 1 TASK 5: WORKSHOPS

Our implementation team will conduct a series of workshops. These workshop meetings will focus on the following primary areas:

1) Asset Management requirements
   - Best practices
   - Condition scoring
   - Criticality
   - Asset lifecycle management
   - Risk assessment & risk management
   - Costs
2) Gather configuration data and workflows with the Functional Groups for:
   - Asset categories
   - Work order and inspection workflows
     - Employees
     - Equipment
     - Materials
     - Prioritization
     - Dispatching
     - Notifications
     - Data to be collected
     - Inspection criteria
   - Interfaces/integration plan
     - Methodology
   - Reporting
     - Data required

- Format
- Methodology

These workshops are designed to establish and assess the Business Requirements, User Requirements, and Functional Requirements that must be considered when developing the Software Design and Configuration Plan (SD&C) as well as to design the Cityworks configuration and database necessary for implementation, integrations, and data conversion. It is expected that City will provide the facilities for the on-site workshops and coordinate staff attendance for all workshops.

For the first 30 minutes of the workshop our implementation team will conduct a brief software knowledge transfer session. The session will give the workshop attendees an opportunity to review and understand the software, potential impacts and changes in their daily business processes, and the purpose of adopting the new tools. It has been our experience that successful adoption of Cityworks AMS is supported by continued, repeated exposure of the software during the workshops and review meetings. We strongly believe that all levels of end-users of the system need representation within these meetings. When end-users participate from the beginning in the design (configuration) of the tools they ultimately will be expected to use, their acceptance and adoption rates soar. They will understand the need for the sequencing of the workflows they will be expected to participate in once in production as well as they tools (Cityworks AMS) they will be expected to use. This goes a long way in creating the necessary end-user buy-in for the success of the project.

During the workshops, our implementation team will analyze the various technological, operational, and organizational elements of City business. This will be an essential procedure to ensure the planned Cityworks AMS implementation and expected system interfaces can deliver the feature-rich data needed to support the numerous complex operations and maintenance activities undertaken by the various departments. We understand that City has already documented some of your workflows and that our effort will concentrate around ensuring Cityworks AMS is used to its full potential and that we consider/review with City potential workflow edits as well as to document for the first-time other workflows, to accomplish this.

In support of these efforts, our implementation team will analyze with each Functional Group the following critical elements:

- **Business Drivers** – The core functions that will benefit from the implementation of the Cityworks AMS solution. These may include inventory, custom billing, time tracking, engineering planning and design, construction inspection and administration, operations and maintenance, inspections, regulatory compliance, customer service, disaster preparedness and emergency response, executive decision processes, etc.
- **Workflows** – Current departmental/Functional Group (internal and external) business processes and workflows that will either contribute to, or be replaced by, the planned Cityworks implementation. Key workflows that should be analyzed include, but are not limited to, inventory / data capture and maintenance, data distribution, data consumption, system planning and analysis, customer inquiry, reporting, etc.
- **Systems and Applications** – Information technology and process automation tools currently deployed and maintained by the City or Functional Group should be investigated and analyzed in terms of their ability to support the increased network traffic, data loads, and application maintenance requirements introduced by the planned Cityworks AMS program. Additionally, existing business applications such as network modeling, mobile computing, customer relationship

management, etc., should be investigated to determine the best manner by which to integrate with the planned Cityworks system.

- **Data** – Existing datasets (spatial and tabular) and reports maintained for the purpose of supporting the daily operation and maintenance of the departments and their associated processes must be inventoried and analyzed for the purpose of supporting the development of any required data conversion/migration/development plans.
- **Best Practices** – Established asset management best practices, as they relate to the or Functional Group's current operational mandates, contrasted with where the various departments currently fall within the spectrum, should be established and benchmarked for the purpose of establishing the required system implementation path needed to guide the City to its ultimate Cityworks AMS deployment and adoption goals and objectives.

These core elements will provide our implementation team and the City with an understanding of the needs and challenges the departments will face as they move to implement Cityworks AMS. The initial business process analysis provides our implementation team with a detailed look into the everyday processes marshaled by City staff. A primary objective of this task is for our implementation team to review and understand how City conducts business and manages its assets. The goal is to provide knowledge to support and enable our implementation team to properly address the technological impacts of the system deployment and City to understand the technological impacts and the non-technological impacts related to business processes and workflows.

Phase 1 Task 5: City Responsibility:

- City will be responsible for assisting our implementation team's Project Manager with the development of a comprehensive agenda based on department and key staff. It will also be necessary for the participants in the workshops to review the SD&C Plan drafts and to provide data and discuss workflows identified in the workshops (Task 6).
- City's project manager assistance in scheduling workshops. (4 FTE hours)
- City key stakeholder for each Functional Group attendance/participation in workshop (4 FTE hours each attendee).

Phase 1 Task 5: Deliverables:

- Workshop meeting minutes.

Phase 1 Task 5: Estimated Timeframe:

- Functional Group workshops will occur immediately following the project kick-off

Interfaces with Other Systems

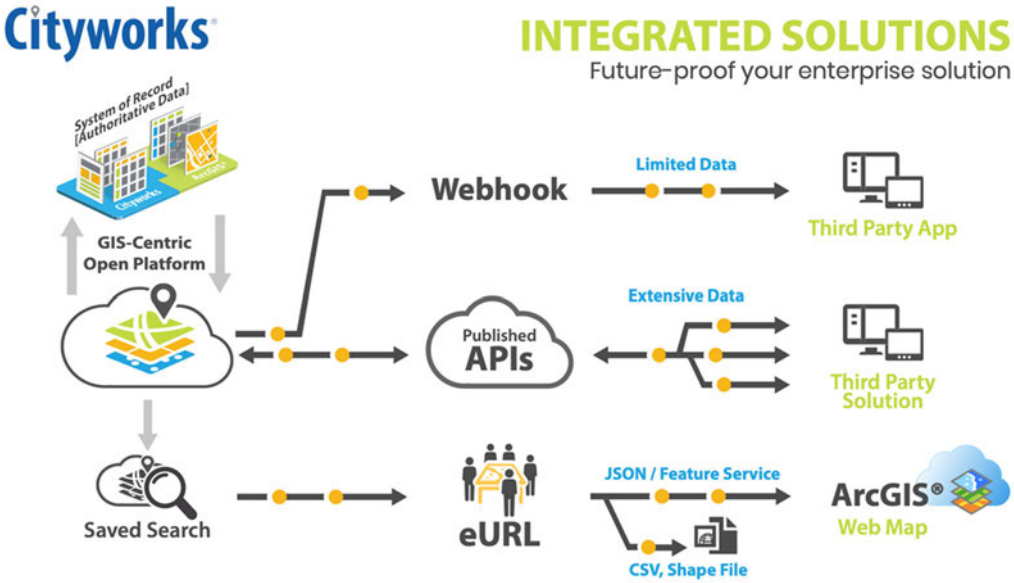
During the configuration workshops, we will identify the optional task interface requirements between each system identified in the RFP for integration with Cityworks AMS (Tyler Munis & Futura). Cityworks AMS is built using open standards and technology, storing data in an open, published format using standard commercial SQL databases, such as Microsoft SQL Server. The open standards design of Cityworks AMS is the key to developing interfaces to your critical business systems, developing custom applications and reports that enhance each individual system. These interfaces may be created in-house or by a third-party contractor.

Cityworks AMS customers are free to use the Cityworks AMS data structures to build interfaces to other databases such as Customer Information Systems, Financials Information Systems, Human Resource Management Systems, fleet management, and related business applications. Several customer sites have even created their own applications to access their data. Their licensing policy does not prohibit this in any way. This truly means Cityworks AMS is open.

Access and use of these data in Cityworks AMS is unencumbered for the City's internal usage for the following uses:

- Data conversion and data migration into or out of Cityworks AMS.
- Internal application development for add-ons to Cityworks AMS or for an application that is complementary to Cityworks, if the application is not a reverse engineering of Cityworks AMS

- The development and maintenance interface from Cityworks AMS to citizen web pages for information and service request systems. The licensee has access to the complete documentation of all Cityworks AMS data structures.



We have integrated Cityworks AMS an ample amount of times to understand that each organization's integration requirements are unique. To be sure, there are elements that are common to many, such as updates to employee records, materials inventory, and equipment. Some organizations add additional capabilities such as time entry for payroll, and work order integration. Some organizations capture customer call information in a separate CIS and have new customer requests automatically create either a service request or work order in Cityworks AMS. We have developed integrations that update Cityworks AMS and the integrated system in near-real-time as business needs are required. Other integration tasks are better suited for nightly updates.

There are many variations to interface requirements. We recommend that you allow us to help you define your requirements and understand them within the context of the different integration options available. We will help you design the most economical integration model that meets your business needs. It is not possible to accurately estimate the scope of any integration effort until the detailed requirements are understood.

PHASE 1 TASK 6: SYSTEM DESIGN AND CONFIGURATION (SD&C) PLAN

Once all required information regarding the current work order management, service request, and inspection processes are collected and organized, our implementation team will work together to analyze and document the status of the primary components of the business process. Specifically, these components will be analyzed:

- **Current** IT Systems and Applications – This includes relevant computer, network and peripheral infrastructure that the Cityworks system would use. This also includes any existing software applications that the new system might need information from, or need to provide information to (e.g., financial, assessment, codes) and security requirements.
- **Current Datasets** – Focus on data and best practices for Cityworks. Specifically, this would include the work order, service request, and inspection documentation and data. The Esri geodatabase that will be mapped to Cityworks we expect limited if any, modification will be necessary.
- **Current Workflows** – Define and model Work orders, Service Requests, Inspections, Interface Communication, and migration of existing data leveraging Cityworks and our team's best practices.
- **Required Outputs** – The required outputs of the current business process will be reviewed. Outputs can take many forms, and may include: reports, form letters, emails, export files, and receipts.

- **Required System Interfaces** – The RFP identifies the need for the Cityworks system to interface with Esri GIS, and possibly various other systems. Our project team has reviewed the provided information and has provided details of our proposed integrations within Task 9.

Following the configuration workshops, our implementation team will develop a report that documents the "as-is" situation and puts forth the recommended, or "to-be" (future state), workflows of the new Cityworks system. The recommended changes will strive to enhance the efficiency of required tasks and follow industry best practices, as well as to enhance the satisfaction of the citizens/businesses being served. The resulting Software Design and Configuration (SD&C) plan will be the "floor plan" for the configuration of the Cityworks system.

Phase 1 Task 6: City Responsibility:

- Review of draft SD&Cs. (4 - 8 FTE Hours Per Department)

Phase 1 Task 6: Deliverables:

- SD&C Plan drafts

Phase 1 Task 6: Estimated Timeframe:

- The SDC plan will require approximately 8-12 weeks to complete.

PHASE 1 TASK 7: CITYWORKS AMS CONFIGURATION

The goal of this task is to configure Cityworks based on the SD&C Plan and deploy in the City Test environment for review prior to final implementation. The implementation team will take the information gathered and documented and configure the Cityworks database. The configuration of Cityworks will be based on the Cityworks Configuration Document and the SD&C Plan developed from the onsite workshops.

Services for this task will include, but are not limited to:

- Work order or request types
- Work tasks for each work order type
- Employees and labor classifications in that department
- Inventory (material) types
- Major equipment types
- Existing datasets used or slated to be used in the work order or request process
- Samples of service request and work order printout forms
- System Administration
- Login, concepts, data model, viewing
- Print Templates
- Creating and managing call center activities
- Advanced aspects of call center
- Creating and managing problem hierarchy
- General Configuration Issues

Phase 1 Task7: City Responsibility:

- City project manager and key stakeholders for each Function Group, Weekly Progress Meetings (1 FTEs Every Week).

Phase 1 Task 7: Deliverables:

- Updated Cityworks Configuration Document and SD&C Plan.
- Configured software (Cityworks) deployed within City's Test environment

Phase 1 Task 7: Estimated Timeframe:

- The configuration of Cityworks per the SD&C Plan will require approximately 8-12 weeks

PHASE 1 TASK 8: CONFIGURATION REVIEW MEETINGS

The implementation team will conduct multiple (see schedule) webinar review workshops of the Cityworks configuration to gather feedback from the Functional Groups. Review workshops will cover the administrative configuration, system tools (service requests, work orders, and inspections), data loading/data migration, and interface.

Phase 1 Task 8: City Responsibility:

- Configuration Review Meetings. (2 FTE Hours x 21 Functional Group participants)

Phase 1 Task 8: Deliverables:

- Configuration meeting minutes and updated Cityworks Configuration Document and SD&C Plan.

Phase 1 Task 8: – Estimated Timeframe:

- The Configuration Review meetings will require approximately 1 day per review

PHASE 1 TASK 9: ENTERPRISE SYSTEM INTEGRATION

The concept of the enterprise system is to create interface points for systems to share appropriate information with other systems. Our team has extensive experience configuring software and systems leveraging Cityworks APIs that include Service Request, Work Order, Inspections and metrics, Cityworks SDK, and existing interfaces for numerous customer billing, SCADA, Financial, Fleet Management, Billing, AVL, UDF, leak detection, etc. systems.

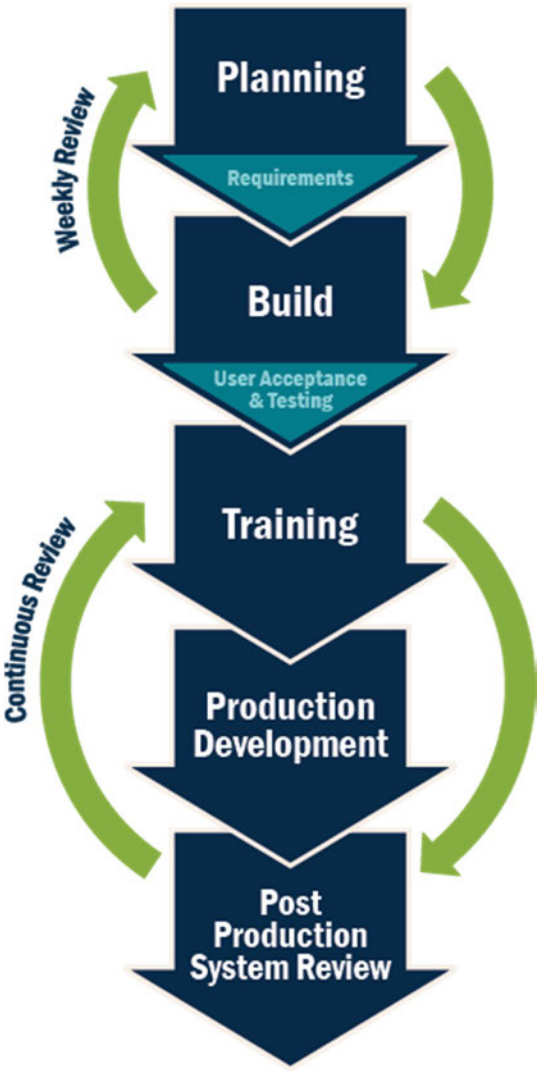
Timmons Group has developed and uses a Modified Agile methodology to successfully implement many heterogeneous systems integrations/interfaces. Our methodology is comprised of five (5) primary steps. These steps are a result of our experience with business systems integration and help to ensure a smooth and reliable project lifecycle and production outcome.

The steps include Planning, Build, Training, Production Deployment, and Post Production System Review. These steps ensure that we include everyone and every system of record in the development of detailed requirements for the design of the interface(s). Once the interfaces are developed, a rigorous testing plan will be executed. On successful completion of this User Acceptance Testing (UAT), the interfaces are ready for deployment. However, prior to the final production deployment, user training is performed for those impacted directly by the project.

To achieve your goals while keeping integration efforts within reason, Timmons Group uses a Modified Agile methodology to successfully implement heterogeneous systems integrations/interfaces with Cityworks. We prefer this methodology because we feel it strikes the appropriate balance between developing an integration that is well designed, considers the best technology for achieving the implementation and is fair regarding the level of effort to both our clients and to ourselves. Our methodology is comprised of five (5) primary steps. These steps are a result of our experience with business systems integration and this methodology helps to ensure a smooth and reliable project lifecycle and production outcome. The steps include Planning, Build, Training, Production Deployment, and Post Production System Review.

- **Planning** – Our planning is comprised of a workshop(s) where we engage our clients and iteratively work through the reasons for the integration, what data needs to flow back and forth (or sometimes in one direction), and how best from a technical perspective of how to achieve this integration (developing requirements). We will then develop to these requirements, use cases/stories, and design the necessary workflows that depict the transfer of data between systems. The workshop will typically result in the need to engage the target system vendor, either to procure items such as a database design/schema diagram up to and including engaging their assistance in designing and developing the integration itself. Some of this vendor interaction may have already been established for items such as CCTV, Pavement Management, etc. via a formal or informal business relationship with Cityworks. If it has not, our proposal will reflect the appropriate level of effort required in our estimation to achieving the necessary planning required to move to the next step, building the integration.

- **Build** – In the Build phase of our integration process we will develop sprints that are approximately one to two weeks in duration that iteratively reflect the use cases/stories and methodology developed during the previous Planning step. During these sprints, our team will develop a potentially deliverable component of the integration. This may be something as basic as moving one data item back and forth successfully. Working within this accelerated timeframe, the team will be able to build only the most essential functionality. This methodology encourages the integration team (including City stakeholders) to prioritize the most essential features, focus on short-term goals, and gives our clients a tangible, empirically based view of progress. Because each integration may require multiple sprints, each iteration of work builds on the previous (incremental), often replacing/discarding some of the previous work as more is learned (iterative). During sprint execution the team develops code and automated tests simultaneously using techniques such as Test-Driven Development (TDD), pair programming and continuous integration. Using an Agile approach minimizes handoffs and phases as well as testing. Because the testing of the integration is integrated within our development methodology we need only provide formal testing in regard to an overall system and integration test within the development environment. Once the interfaces are developed, a testing plan will be executed. On successful completion of this User Acceptance Testing (UAT), the interfaces are ready for deployment. However, prior to the final production deployment, user training is performed for those impacted directly by the project.
- **Training** – Our team then works with the appropriate stakeholders to train them both at the end-user level and also to train one or more stakeholders in how the integration was developed and the management requirements to keep the integration working correctly.
- **Production Deployment** – After the integration has been developed (and tested throughout the development) we move on to deploying the integration into your production environment.
- **Post Production System Review** – Once the integration is in production we will work as a team with our client stakeholders to verify that the integration was successful against the requirements defined during the Planning step. Any identified problems will be addressed and corrected.



The concept of the enterprise system is to create interface points for users to share appropriate information with other users, without having the overhead of all the software packages for each application. Our team has extensive experience configuring software and systems leveraging Cityworks APIs that include Service Request, Work Order, Inspections and Metrics APIs, Cityworks SDK, and existing interfaces for Granite XP and MicroPaver. A good example is Cityworks iOS based Cityworks Mobility Application that interfaces with Cityworks software through the Cityworks Work Order and Service Request APIs.

For this scope of services, Timmons Group will work with City to develop integrations to:

1) Tyler Munis

Phase 1 Task 9: City Responsibility:

- Gather information for integration needs requirements (8-16 FTE Hours Per integration).
- Additional meetings as required (approximately 16 FTE Hours Per integration per participant).

Phase 1 Task 9: City Deliverables:

- Configure integration to Esri GIS

Phase 1 Task 9: City Estimated Timeframe:

- The integration to Cityworks will occur during the configuration task(s)

The following JavaScript Object Notation (JSON) web services are available for the Cityworks platform:

Attachments	Entity	Preferences
Authentication	Equipment	Public Access
Bookmark	Equipment Cost	Reading
Case Asset	Event Layers	Recent Activity
Case Child Object	Fee Setup	Relates
Case Task Comments	General	Search
Case Task Results	GIS Search	Security
Crew	Holiday	Service Request
Condition	In Box	Storeroom
Codes	Inspection	Tasks
Contractor	Labor Cost	Types
Customer Call	Material	Work Order
Employee	Material Cost	Work Order Template

The following APIs are available for the Cityworks platform:

- Citizen Engagement
- Document Management
- Inspections
- Metrics
- Service Request
- Work Order, Basic
- Work Order, Extended

A Software Development Kit (SDK) is also available to download and install. It contains some sample DLLS to use to make coding easier if developing in .NET. The JSON web services do not support Windows Authentication. A second site, running Forms Authentication, can be used for the web services if Windows Authentication also needs to run for the main Server site.

PHASE 1 TASK 10: MIGRATE CITYWORKS CONFIGURATION FROM DEVELOPMENT TO PRODUCTION

Our implementation team will work with City IT staff to install and configure the Cityworks AMS software on the production environment and migrate the Cityworks AMS configuration from the development environment. Our implementation team will work directly with City's Project Manager to verify that all core system components (servers, City, RDBMS, networking devices, and supporting software programs) are installed and appropriately configured. Our implementation staff will facilitate Cityworks AMS software installation, set-up, and configuration.

Phase 1 Task 10: City Responsibility:

- Executed agreement for Cityworks Online (CWOL) hosting services for Cityworks AMS installation and configuration, if CWOL chosen.
- City Information Systems resources as required for software installation (approximately 4-8 FTE hours)

Phase 1 Task 10: Deliverables:

- Cityworks configuration files migrated from the development environment.

Phase 1 Task 10: Estimated Timeframe:

- The installation of Cityworks AMS in City's Test environment will require approximately 1 week

PHASE 1 TASK 11: DEVELOP TESTING AND ACCEPTANCE PLAN

The implementation team will work with City to develop and administer a Testing and Acceptance Plan that addresses user Acceptance testing (UAT). Testing and Acceptance Plan objectives will remain consistent with the application functionality detailed in the System Design and Configuration Plan and Application Design Document (for enterprise interfaces). The Testing and Acceptance Plan will address, in sufficient detail (as collectively deemed by City and the implementation team) the elements required to support City testing of the Cityworks software functionality and database configuration, security matrix, documentation of application performance issues/errors experienced during the testing, documentation of the resolutions to noted issues/errors, and certification and acceptance of the final deliverable database configuration and software functionality.

The test server and final production server environments will be measured against the results of the testing performed in accordance with this Testing and Acceptance Plan (for UAT only), and it is the baseline to which the scoped projects tasks will adhere. The Testing and Acceptance Plan (UAT only) will be subject to the review and acceptance as to its reasonableness for its intended effort, which is defined herein as the ability to support the logical and thorough testing of the Cityworks application functionality, platform stability, and database configurations.

On completion of development of the Testing and Acceptance Plan (UAT only), the Team will submit it to City for review and approval. It is important for City staff to review the draft plan for technical accuracy and completeness. Our configuration team will update the Draft Testing and Acceptance Plan, incorporating City comments and re-submit it as Final.

Phase 1 Task 11: City Responsibility:

- Review and comment on plan. (4-8 FTE Hours Per Functional Group)
- Identify and assign for user Acceptance Testing (UAT)
- Perform UAT

Phase 1 Task 11: Deliverables:

- Testing and Acceptance Plan drafts and final.
- Addressing functional requirements not met/revealed by UAT that do meet defined functional requirements

Phase 1 Task 11: Estimated Timeframe:

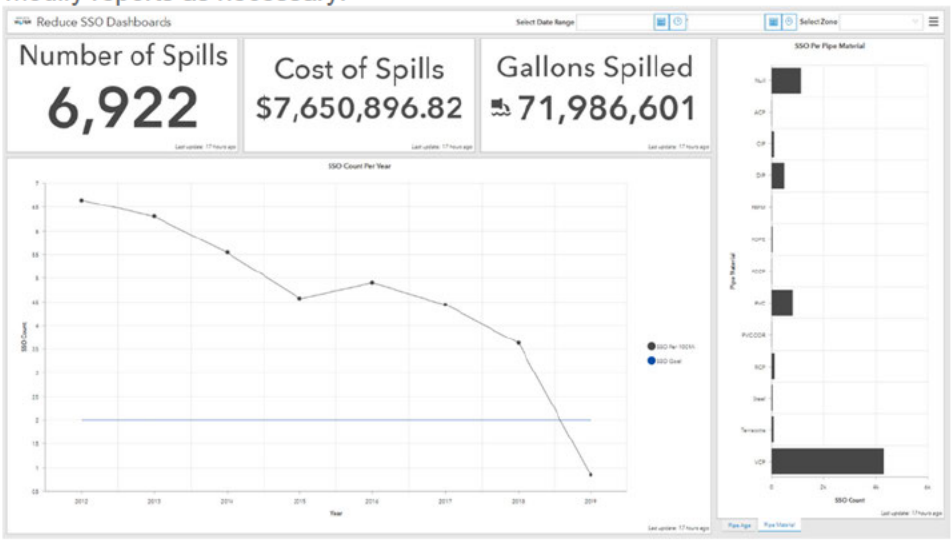
- The development of the Testing & Acceptance Plan will require 4-6 weeks

PHASE 1 TASK 12: REPORT & DASHBOARD DEVELOPMENT

Over the years our team has developed hundreds of custom reports for our clients. Cityworks has also provided several standard reports and has a customer driven report data repository on their www.mycityworks.com support website. During our workshops and review meetings with each Functional Group, we will identify the reports that are critical to City operations and leverage existing reports when it makes sense or create new reports as necessary. Additionally, Cityworks

AMS contains ad-hoc search and report tools to query Cityworks AMS data. Nearly every field in Cityworks AMS is searchable, allowing for comprehensive data reporting. Ad-hoc reports can be sorted and grouped by field into multiple descriptive displays. Ad-hoc results can be exported to Microsoft Office products (Access, Excel, Word) or other products for further analysis or presentation. Reports can be shared among enterprise users, departments, and divisions. Cityworks AMS includes search and reporting by geography which is accessed through the fully integrated GIS interface. Searching by feature, feature type, map page, tile numbers, or any other data element is readily available as defined in the GIS. Our implementation team will use a four-step approach to meet City immediate reporting & dashboard needs and ensuring they will be self-sufficient to create your own reports & dashboards in the future.

1. **Catalog Existing Reports** – Our configuration team will work with City to identify and catalog and prioritize all reports.
2. **Create Identified Reports & Dashboards** – Our implementation team has experience creating both Crystal and SQL reports and will develop and modify reports as necessary.
3. **Dashboard, Ad-Hoc and Crystal Server Report Training** – Our implementation team will train the designated City report writers on:
   - How to best leverage the MyCityworks.com website
   - Developing Ad-Hoc reports
   - Developing Dashboards
   - The process of developing additional Crystal reports (not Crystal Reports training). This will be as part of the Cityworks AMS Administrator training.



4. **Report Training Support** – Our implementation team will train City staff on creating reports for Cityworks as well as support hours for creating additional reports after Go-Live.

Phase 1 Task 12: City Responsibility:

- City will be responsible for assisting our implementation team with the generation of a comprehensive catalog of existing reports. (8-16 hours per Functional Group)
- Review of reports & dashboards once designed and configured (2-4 FTE hours per Functional Group)

Phase 1 Task 12: Deliverables:

- Modification and development of reports & dashboards based on a total budgeted allotment of 132 total hours.

Phase 1 Task 12: Estimated Timeframe:

- The development of reports will require approximately 8-10 weeks

PHASE 1 TASK 13: USER ACCEPTANCE TESTING (UAT)

Prior to Go-live there will be a 30-day acceptance testing period (the acceptance period is flexible based on input from City's Project Manager). During this period City will test the Cityworks AMS implementation and identify issues and opportunities. The Testing and Acceptance Plan will frame and guide City through the testing process.

Phase 1 Task 13: City Responsibility:

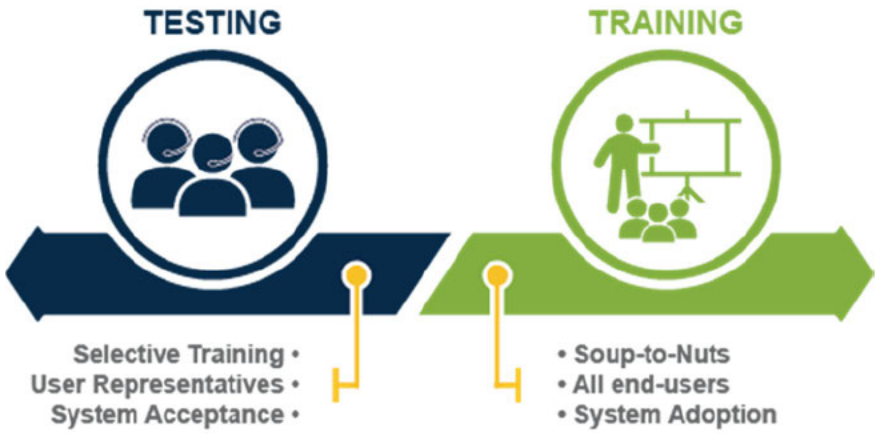
- City Project Manager will work with staff to implement the Testing and Acceptance Plan (8 FTE hours per participant).

Phase 1 Task 13: Deliverables:

- Testing Plan, results, and remediation. Review test results
- Volume/Stress Testing Report

Phase 1 Task 13: Estimated Timeframe:

- The configuration remediation will require approximately 2-4 weeks



PHASE 1 TASK 14: ONSITE TRAINING

During each onsite meeting (kick-off, workshops, configuration review, etc.) our implementation team will consistently expose City staff to Cityworks AMS and basic workflows within the software. This incremental training augments the training performed after final configuration. Our implementation team, in conjunction with City's Project Manager and key stake holders, will devise a Training Plan specific to your environment and data. The approach to developing this plan is detailed below.

Our Training Plans are unique to each Cityworks AMS implementation City and are designed around each client's unique configuration. During each onsite meeting (kick-off, workshops, configuration review, etc.) our Team intentionally exposes City staff to Cityworks and basic workflows within the software. This does not replace but augments the training performed after final configuration.

Our implementation team, in conjunction with City's Project Manager and key stake holders, will devise a Training Plan specific to City's environment and data. A proactive Training Plan will ensure that City staff are equipped to undertake the system utilization and maintenance tasks immediately on receipt of the system.

The Training Plan will include:

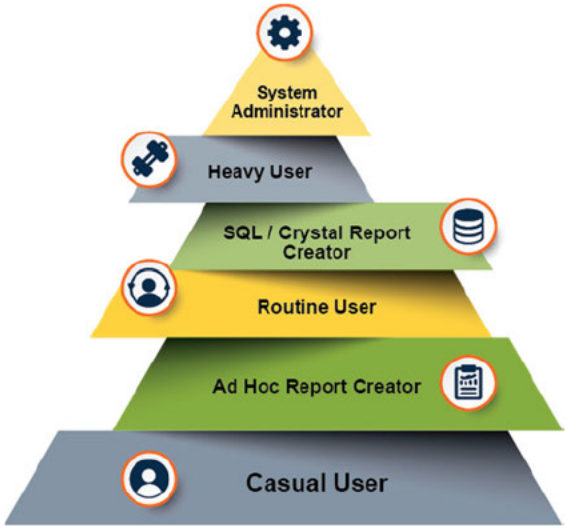
- Product training curriculum descriptions
- Listing of instructors
- Training Materials
- City responsibilities
- Schedule

This Training Plan will be used as a guide—but may be modified when necessary to support the goals and techniques of your staff resources.

Cityworks training is modular. Students attend those sections that are relevant to the type of work that they are performing. All courses include relevant materials and sample data. City will need to identify who will be trained based on the criteria and needs that will have been identified during the Configuration Workshops.

Training will be developed for the following user types (along with the Casual User and Report training identified earlier in the proposal):

- Routine User – Staff who will have the ability to update a request/work order after the crew has completed their work
- Heavy User – Staff who will create work orders, schedule work orders, create PMs, maintain the parts, create reports, and generally will have the ability to use the whole system based on their security level
- System Administrator – Staff who have full system access and be responsible for the daily operations and maintenance of the Cityworks environment



We assume that City will provide the training facility including computers and a high-resolution computer screen projector. Coming into training, the users will need to possess basic functional knowledge of Personal Computers and Windows. The table below depicts a sample training plan course description:

Training Module	Course Description	Duration	User Group Level	Course Prerequisites
Introduction to Cityworks	Cityworks® Introduction. Course is designed to give an overview of Cityworks functionality from an end-user's point of view. Users will learn basic operations within ArcMap, the Cityworks toolbar and functions, along with the creation of Service Requests and Event Layers.	Ongoing during Workshops and Configuration Reviews	Casual Group Users	N/A
Cityworks Report Creating and Writing	Cityworks® Reporting with Crystal. Expose students to the Cityworks Report Engine to produce concise summary reports including Ad Hoc Reports, Predefined Reports, and Budget Reports. Cover Crystal Reports basics; becoming familiar with the tool bars and basic functionality. Students will work hands-on to create basic Crystal reports.	4 hours each class	Ad Hoc Report Creator and Crystal Report Writer	N/A
Service Requests	Cityworks® Service Requests Creating and processing Service Requests. Adding labor, submitting, searching, canceling, closing, combining, geo-locating and reports. Associating to projects and work orders.	4 hours each class	Routine and Heavy Users	Intro to Cityworks
Work Orders	Cityworks® Work Orders Creating and processing Work Orders and Tasks. Adding labor, material, and equipment. Submitting, searching, canceling, closing, scheduling, repeating, geo-locating and reports. Associating to projects and service requests.	8 hours each class	Routine and Heavy Users	Intro to Cityworks

Training Module	Course Description	Duration	User Group Level	Course Prerequisites
Designer and System Administration	Cityworks® Designer and System Administration Covers system and database administration issues such as software installation, user accounts, security, code table creation, work order and service request templates and resource (labor, material, equipment) hierarchies, table creation, and permits. Includes a review for GIS personnel as well; covers items needed to successfully manage the setup and maintenance of the GIS for Cityworks® use.	8 hours each class	System Administrators	ArcGIS & Intro to Cityworks

Ongoing Training Options:

Timmons Group and Cityworks offer the following ongoing training options:

1) Timmons Group can provide any customized training on demand based on a flat rate of $155 per hour and associated expenses to provide training either on-site, or via web to City staff. This training could be repeats for previously provided training or the development of and delivery of newly identified training needs.

Our implementation team assumes that City will be able to provide the necessary training facilities to conduct onsite training. Cityworks training is modular. Students attend those sections that are relevant to the type of work that they are performing. All courses include relevant materials and sample data. Our implementation team will provide training based on the requirements set forth in the Training Plan. City will need to identify who will be trained based on the criteria and needs that will have been identified by this point.

Phase 1 Task 14: City Responsibility:

- Assist in development and review of a Training Plan (4 FTE Hours per reviewer).
- IT Staff & identified Administrator Training (24 FTE hours per participant)
- Attend training (10-12 FTE hours per participant)

Phase 1 Task 14: Deliverables:

- Training Plan and Training Documentation
- Conduct Administrator Training
- Conduct End-user Training per City

Phase 1 Task 14: Estimated Timeframe:

- Training will require approximately 2-3 weeks

PHASE 1 TASK 15: FINAL PRODUCT CONFIGURATION

Our implementation team will conduct the final product configuration based on the System Design and Configuration Plan and Testing and results of the acceptance testing. Our implementation team will provide documentation for the key aspects of this project and Cityworks components. Proposed documentation is summarized below:

- Cityworks AMS Configuration Document – Early on, our configuration team with City input, will develop a Cityworks AMS Configuration document that is maintained through the life of the project.
- Project Management Plan – Our Team will develop and maintain a project plan that includes the scope of project services (and any changes), budget, schedule, risk management and communication approach.

- Cityworks AMS Software – Cityworks provides standard documentation for the latest product release. Separate documentation is provided for system administration and end-users.
- SD&C Plan – Timmons Group will provide a copy of the plan resulting from the review, analysis and documentation of the organization and its current workflows, datasets, IT system and applications, system interface needs, output requirements, and public access and service request needs.
- System Integration and Data Conversion specific documentation.
- Training Materials – Timmons Group will provide a copy of the plan and all training documents used during casual user, routine user, heavy user, ad-hoc reporting, management, and system administrator training.
- Testing and Acceptance Plan – Timmons Group will prepare and deliver a copy of the test plan and test results report to be used for system certification and acceptance by City.

Phase 1 Task 15: City Responsibility:

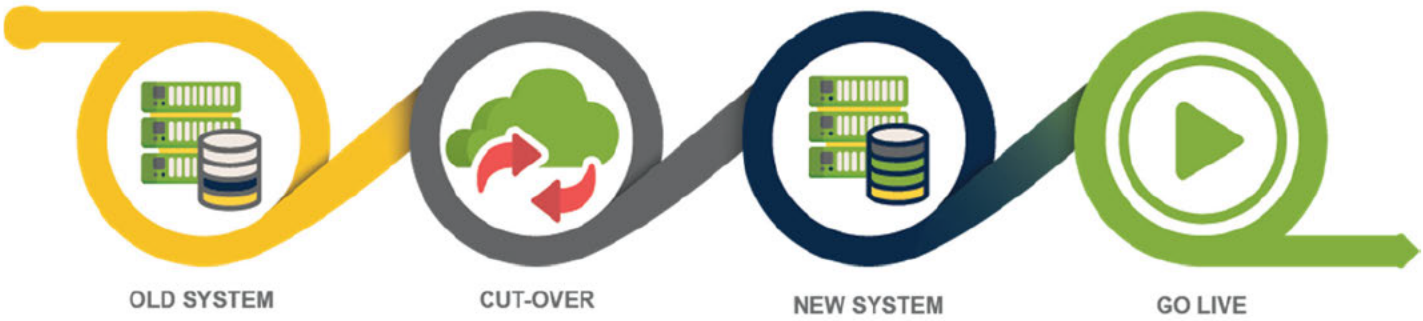
- Final review and acceptance of configuration (40 FTE hours)

Phase 1 Task 15: Deliverables:

- All project documentation developed to date.

Phase 1 Task 15: Estimated Timeframe:

- The final configuration of Cityworks AMS per the SD&C Plan will require approximately 3-6 weeks



PHASE 1 TASK 16: GO-LIVE AND PROJECT CLOSE OUT

Having successfully completed all system upgrades, testing/acceptance procedures, production environment initialization, and Go-Live preparation tasks specified above, the system is deemed prepared for Go-Live. Once end-user access has been configured/re-directed to the newly initialized production environment, the system is deemed to be in "Live" status. City Cityworks AMS users will now be executing work management tasks in a live configured Cityworks AMS production environment. After 30 consecutive days of initialization of the production environment, City will generate a certificate signifying the Cityworks AMS application functionality and database configuration is operational in a "Live" production capacity. City's Project Manager will sign said "Go-live Certificate" and submit it to Timmons Group.

The following will be deliverables of this task:

1) Go-Live and Stabilization Plan – detailed task plan including a readiness checklist and resource assignments to support moving the Cityworks AMS software from test to production environments.
2) Technical Operations manual – detailed task plan including a readiness checklist and resource assignments to support moving the Cityworks AMS software from test to production environments, including a data load, conversion plan and a contingency plan in the event that Go-Live should fail

3) End-user Manual – online or hard copy documentation that supports City specific use of the software and provides guidance for maintenance and configuration activities

Phase 1 Task 16: City Responsibility:

- Identify any issues in system and work with configuration team to modify as necessary. (40 FTE hours per participant)

Phase 1 Task 16: Deliverables:

- Last minute configuration and document modifications.
- Go-Live & Stabilization Plan
- Technical Operations Manual
- End-user manual
- Configured licensed Cityworks AMS software in Production Use

Phase 1 Task 16: Estimated Timeframe:

- Go-Live and project close-out will require approximately 2-3 weeks

PHASE 1 TASK 17: GO-LIVE SUPPORT

On-Site Coaching

Our team will provide three days (24 hours) of on-site assistance for the users in their day-to-day activities in using the Cityworks software. Once the software is on-line, the configuration staff will be on-site to assist users as they encounter day-to-day transactions. The purpose for this is to work with users on an individual basis as they use Cityworks AMS in their daily duties to discover and resolve configuration problems, training lapses or other issues that are keeping users from getting the most from the software.

Phase 1 Task 17: City Responsibility:

- Provide feedback to Timmons Group on-site resources during Go-Live period of desired assistance

Phase 1 Task 17: Deliverables:

- 24 hours of on-site coaching for functional groups

Phase 1 Task 17: Estimated Timeframe:

- Go-Live assistance is a three consecutive day period

PHASE 2 TASK 1: FUTURA INTEGRATION FEASABILITY

Our team will perform a Discovery task with Bentonville Electric Department and Futura. A series of workshops will be facilitated to explore the required workflows for a possible integration. Once these are ascertained Timmons Group will work with Futura to investigate the technical feasibility of building an integration to accomplish the desired workflows. Final deliverable will be a technical memo detailing how technically the integration could be (if feasible) or if not technically possible it will detail possible alternatives to accomplishing data transfer. This task is intentionally designed to only explore how and if an integration it technically feasible. This task can proceed to a proof of concept and/or a design of the integration through a future change order.

Phase 2 Task 1: City Responsibility:

- City's project manager assistance in scheduling workshops. (4 FTE hours)
- City key stakeholder for Electric Department attendance/participation in workshop (12 FTE hours each attendee).
- Coordiantion with Futura for involvment in Feasability task

Phase 2 Task 1: Deliverables:

- Facilitted workshops with Bentonville Electric Department and Futura
- Workshop meeting minutes.
- Technical memo deatiling the feasability of building an integration between Cityworks and Futura

Phase 2 Task 1: Estimated Timeframe:

- Phase duration is estimated at 6 weeks

OPTIONAL TASK: POST GO-LIVE SUPPORT

Ad-Hoc Support (Stabilization Services)

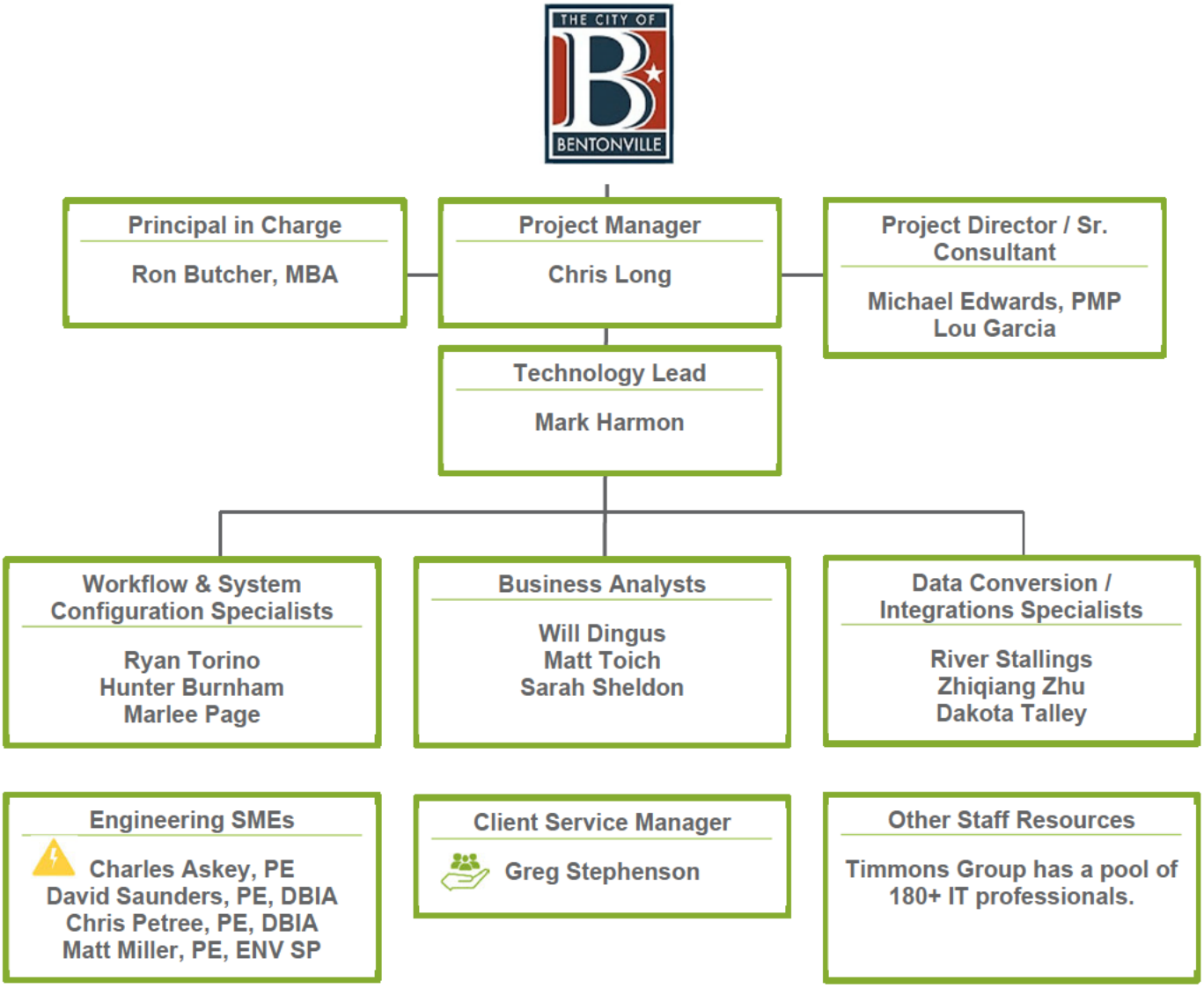
Once the system has been rolled out and is being used, our team could provide a set number of hours of remote and on-site ad-hoc support to address any configuration, implementation, or software installation matters that may arise. For example, these might include the redesign of printout forms or changes in the content of the work management portion of the Cityworks AMS database, additional reports or dashboards or help with system upgrades with new software versions.

ASSUMPTIONS

- 40 hours total of report development
- 3 days of onsite training
- Functional groups to be implemented consist of water distribution & water treatment
- Tyler MUNIS integration will consist of Equipment, Labor & materials data
- City will review documentation in a timely manner
- City will receive documentation in digital format
- City will coordinate attendance of its staff to meetings
- City will provide data as identified in the Configuration Document and supporting spreadsheets
- City will provide to Timmons Group an updated geodatabase of all assets covered within the scope of this project
- City IT will have a development environment setup for Timmons Group to install Cityworks AMS within
- City will provide an appropriately sized conference or training room for meetings and trainings
- Cityworks configuration will be implemented in Timmons Group cloud environment. Key staff will have full access to this environment for training and review
- City IT Department will ensure that software, hardware, and network connectivity meet Cityworks AMS implementation specifications as specified in the Core System Design Plan
- City IT staff will be available to assist our implementation team during Cityworks AMS installation
- City will designate a report writer/s who will work with our implementation team to generate the catalogued list of reports, review reports & dashboards developed by our implementation team, and be trained on ad-hoc and leveraging Crystal for Cityworks report & dashboard creation (not Crystal Reports training)
- City will be prepared to work through the Testing and Acceptance Plan and complete within a 30-day period
- Staff attending training should have basic functional knowledge of computers and the windows operating system
- City will work through the project portal to resolve and issues.

KEY INFORMATION

ORGANIZATION CHART



RESUMES

Christopher Long

Project Manager

EDUCATION
Bachelor of Arts, Geography, Concentration in Geospatial and Environmental Analysis, Virginia Tech, 2011

EXPERIENCE
13 Years

Chris is a Project Manager with a wealth of experience in enterprise asset management strategic planning, Cityworks implementations, and GIS solution development and analysis for a variety of local government agencies. As a Business Analyst, Chris's focus during a project is ensuring that client requirements are heard and understood by the project team and acts as an advocate for the client to ensure the project team implements those requirements. Additionally, Chris uses the skills learned in his executive master's program to develop governance programs for managing enterprise asset management solutions ensuring they reach their full life cycle and meet the needs of all users in the organization and to aid project managers in delivering functionality in an agile project delivery methodology ensuring that clients see value in their projects quickly and in time to adjust solutions as needed ensuring the product matches the client needs. Chris was the winner of the 2016 Commonwealth of Virginia Innovative Technology Symposium (COVITS) award for the innovative use of open data, by making data available to citizens, businesses, and other government entities. He is skilled in applying the Zachman enterprise architecture framework to Enterprise IT solutions to ensuring all levels of the organization understand the solution and how its implemented and used. Additional skill sets include ArcGIS Enterprise, Spatial Database Engine (SDE) Administration, ArcGIS Online Administration, Python Development an Automation, ArcGIS Server Rest API, Spatial Analysis, ArcGIS Desktop 10.x, ArcGIS Pro, and Cartography.

SELECT PROJECT EXPERIENCE

- Cityworks Roadmap, AMS, PLL, and Utility Network, City of Rogers/ Rogers Water Utilities
- Cityworks/MUNIS Integrate Customers, Auburn, AL
- Cityworks Implementation, Minot, ND
- Roadmap, Cityworks, PLL, and AMS re-do, Danville, VA
- Enterprise Asset Management Consulting, Fairfax County Department of Public Works and Environmental Services, VA
- Asset Management Strategic Consulting for Transportation, Fairfax County, VA
- Cityworks AMS Cleaning and Maintenance Strategy Development, Charlotte Water, NC
- Asset Management Plan, Frederick Water, VA
- Asset Management Roadmap, City of Yakima, WA
- Cityworks AMS Implementation, Forsyth County, GA
- Cityworks AMS Reimplementation, York Region, ON
- Consulting Services, SeaTac, WA
- Asset Management RoadMap, City of Tigard, OR
- Stormwater AMS/GIS Consulting, Fayetteville, NC
- Cityworks AMS Implementation, Bentonville, ME
- Cityworks AMS Implementation, Bellingham, WA
- Cityworks Survey123 Integration, Charlotte Water, NC
- Cityworks AMS, Elk Grove, CA
- Cityworks AMS, Everett, WA

- Cityworks AMS/GIS Consulting, Fayetteville Stormwater, NC
- Asset Management Implementation, Madison, WI
- Cityworks Support Services, Morro Bay, CA
- Timmons Group PLL Portal, O'Fallon, IL
- Cityworks PLL Implementation, Round Rock, TX
- Cityworks PLL Portal, Tallahassee, FL
- Cityworks Implementation, Wilson, NC
- ATLAS, Chesterfield County, VA
- Development Services Roadmap, Isle of Wight County, VA
- ArcGIS Pro and Utility Network Implementation, EPCOR USA, Phoenix, AZ
- Asset Management Plan, Frederick Water, VA
- Utility Network Implementation and Cityworks AMS Reconfiguration, Indio Water Authority, CA
- Cityworks AMS Implementation, Napa Sanitation District, CA
- Utility Network Data Readiness, OWSA, NC
- Utility Network Data Migration, Pennichuck Water Works, NH
- Utilities Asset Management Plan, Sandy City, UT
- Plant Maintenance Cityworks AMS and Support, Spotsylvania County, VA
- Esri GIS & Cityworks Assistance, Town of Holly Springs, NC

Ron Butcher, Jr. MBA

Principal in Charge

Ron is Timmons Group's Asset Management group leader. Ron has years of success with the development, integration, and alignment of technologies to meet customer business needs and achieve corporate goals as well as objectives. Ron is a results-oriented director with effective balance of long-range vision and realistic pragmatism; he is highly adept with devising new strategies, tools and services to provide superior results at minimal cost. His inspirational and collaborative leadership has brought the right talent for building successful, long-term relationships with customers, forging consensus between stakeholders with various priorities, and developing cohesive, high-performance teams ready to meet any challenge. Ron has significant experience with enterprise asset management implementation and system integration for customers throughout the United States.

SELECT PROJECT EXPERIENCE

- Cityworks PLL Implementation, City of Auburn, AL
- Enterprise Asset Management Consulting, Phase 1, Fairfax County Department of Public Works and Environmental Services, VA
- Enterprise Asset Management Consulting, Phase 2, Fairfax County Department of Public Works and Environmental Services, VA
- Cityworks PLL & AMS Implementation, City of Winston-Salem, NC
- Cityworks AMS Implementation, American States Utility Services, NC
- Enterprise Asset Management Consulting, Phase 3, Fairfax County Department of Public Works and Environmental Services, VA
- Cityworks Asset Management System Implementation, City of Garland, TX
- Cityworks Enterprise Asset Management System Implementation, City of Alpharetta, GA
- Cityworks Enterprise Asset Management System Implementation, Skagit County Public Utilities District, WA
- Cityworks AMS Implementation, Otay Water District, CA
- Cityworks Business Process Redesign, District Department of Transportation (DDOT) Washington, DC
- Cityworks AMS & PLL Implementation, City of Morro Bay, CA
- Cityworks AMS Implementation for Department of Engineering, City of Petersburg, VA
- Cityworks AMS Implementation, Goochland County, VA
- Cityworks AMS Implementation, City of Bellingham, WA
- Asset Management Strategic Consulting for Transportation, Fairfax County, VA
- Cityworks AMS Implementation, Forsyth County, GA
- Cityworks AMS Implementation, City of Madison, WI
- Cityworks AMS Implementation, City of Grand Rapids, MN
- Cityworks AMS Implementation, City of Asheville Public Works, NC
- Cityworks AMS Implementation, City of Weston, FL
- Cityworks AMS and PLL Implementation, City of Fayetteville, NC
- Cityworks Cayenta Integration Design & Development, Macon Water Authority, GA
- Cityworks PLL Implementation, City of Tallahassee, FL
- Cityworks PLL Implementation, City of Edmond, OK

EDUCATION
Bachelor of Science, Management Information Systems, Park University, 1994

Masters, Management Information Systems, University of Dayton, 2000

EXPERIENCE
26 Years

CERTIFICATIONS
Geographic Information System Professional

- Cityworks AMS Implementation, Sammamish Plateau Water & Sewer District, WA
- Cityworks AMS & PLL Implementation, Township of Upper St. Clair, PA
- Cityworks® Enterprise Asset Management System Master Planning, Richmond, VA
- Cityworks Workorder Management System Implementation, MetroConnects, Greenville, SC
- Timmons Group PLL Public Portal and Tools, City of Tallahassee, FL
- Cityworks Reset Opt 2, District Department of Transportation (DDOT), Washington, DC
- Cityworks PLL Implementation, City of Brookhaven, GA
- Cityworks AMS Cleaning and Maintenance Strategy Development, Charlotte Water, NC
- Cityworks AMS Implementation, Henderson Water Utility, KY
- Cityworks AMS Implementation for Water Distribution, Water Production & Treatment/Laboratory, City of Asheville, NC
- Cityworks AMS Implementation, Napa Sanitation, CA
- Cityworks AMS Implementation, City of Fayetteville, NC
- Cityworks AMS Implementation, City of North Miami Beach, FL
- Support for FAA Part 139 Reporting Requirements, City of Fayetteville, NC
- Cityworks Enterprise Asset Management System Implementation, Grey Forest Utilities, San Antonio, TX
- Cityworks AMS Implementation, Albemarle County Service Authority, VA
- Cityworks Reset Option 1, District Department of Transportation (DDOT), Washington, DC
- Cityworks AMS Implementation, Bartow County, GA
- Community Development Cityworks PLL Pilot, Herndon, VA
- Cityworks AMS Phase II, City of Harrisonburg, VA
- Cityworks Gas Improvement Process Program, City of Richmond, VA
- Cityworks AMS Implementation, MidPeninsula Regional Open Space District, CA
- Cityworks PLL Implementation Services, City of Escondido, CA
- Fire Hydrant Inspection Program, City of Richmond, VA

Michael Edwards, PMP

Project Director

Michael is a Senior Project Manager at Timmons Group with considerable experience in Cityworks consulting and enterprise system design gained through work with utilities, state and local governments and private industry. Michael began his career in urban planning where he quickly gained expertise in GIS systems, data collection and analysis. Michael now leads the successful implementation of Cityworks AMS and PLL for clients across the United States. Michael has also led the successful integration of Cityworks with numerous third-party applications as well as data conversion from legacy asset management systems. Serving as our Product Manager for the Timmons Group Portal, our Mobile Inspection tool for Cityworks PLL and various Cityworks plugins, Michael manages the development of complex tools that integrate seamlessly with Cityworks. These tools also include Hyland OnBase's Electronic Plan Review, and Rock Solid's Constituent Relationship Manager and Mobile Citizen Engagement.

SELECT PROJECT EXPERIENCE

- Cityworks Roadmap, AMS, PLL, and Utility Network Implementation | City of Rogers/Rogers Water Utilities
- Cityworks Implementation, Auburn, AL
- Cityworks PLL & AMS Implementation, Winston-Salem, NC
- Cityworks AMS Implementation, Forsyth County, GA
- Cityworks PLL Implementation, Brookhaven, GA
- Cityworks AMS Implementation, MidPeninsula Regional Open Space District, CA
- Cityworks AMS Implementation, City of Asheville Public Works, NC
- Cityworks AMS Reimplementation, York Region, ON
- Cityworks Gas Improvement Process Program, Richmond, VA
- Cityworks AMS Implementation, Bartow County, GA
- Cityworks AMS Upgrade, Winston-Salem, NC
- Cityworks AMS Implementation, Milwaukie, OR
- Cityworks AMS Implementation, Albemarle County Service Authority, VA
- Cityworks PLL Integration, St Johns County Public Works Department, FL
- Fire Hydrant Inspection Program, Richmond, VA
- Cityworks PLL Implementation, Charleston Water, SC
- Cityworks AMS Cleaning and Maintenance Strategy Development, Charlotte Water, NC
- Cityworks AMS for Fleet, Asheville, NC
- Migration of Cityworks Desktop AMS to Server AMS, Warren County, OH
- Cityworks AMS Implementation, Douglasville-Douglas County Water and Sewer Authority, GA
- Cityworks AMS Jump Start, Las Gallinas Valley Sanitary District, CA
- Cityworks AMS Implementation for Streets and Signals, Fayetteville, NC
- Cityworks AMS Implementation, Salem, VA
- Cityworks AMS for Parks and Recreation, Alpharetta, GA
- Enterprise Asset Management Consulting, Fairfax County Department of Public Works and Environmental Services, VA

EDUCATION
Bachelor of Arts, Public and Urban Affairs, Virginia Tech, 2011

Masters, Urban Regional Planning, Virginia Commonwealth University, 2013

EXPERIENCE
11 Years

CERTIFICATIONS
Project Management Professional Certification, 2017

Lou Garcia

Sr. Consultant

Lou Garcia is a Principal with more than 30 years of experience in Consulting and Project Management of Enterprise Asset Management, GIS, engineering, and surveying projects. He has experience at the technical consultant leadership level in applying analytical processes to the planning, design, acquisition, and implementation of new and improved business processes, GIS tools, productivity tools, and services. He has authored and managed numerous project management plans, work plans, needs analyses, strategic plans, and implementation plans for Asset Management and Geospatial Technology products and services.

SELECT PROJECT EXPERIENCE

- Cityworks Roadmap, AMS, PLL, and Utility Network, City of Rogers/ Rogers Water Utilities
- Cityworks AMS Implementation, Bartow County, GA
- Cityworks AMS Implementation, Antioch, CA
- Cityworks AMS Implementation, Bellingham, WA
- Cityworks AMS Implementation, Centennial, CO
- Cityworks PLL Implementation, Charleston Water, SC
- Cityworks AMS Implementation, Charlotte Water, NC
- Cityworks Implementation Service, Escondido, CA
- Cityworks AMS Implementation, Hobart, IN
- Cityworks Migration, Lebanon, OH
- Cityworks AMS Implementation, Madison, WI
- Cityworks PLL Implementation, Round Rock TX
- Cityworks AMS Implementation, Salem, VA
- Cityworks PLL Implementation, Toledo, OH
- AMS System Architecture Review, Toledo, OH
- Cityworks AMS Implementation, Warren, MI
- Cityworks AMS Implementation, Weston, FL
- Cityworks Implementation, Wilson, NC
- Development Services Roadmap, Isle of Wight County
- Utility Network Migration, EPCOR
- Cityworks AMS Implementation, Forsyth County, GA
- Cityworks AMS, golden State Water, CA
- GIS Migration, Killeen, TX
- Cityworks AMS Implementation, Napa Sanitation District, CA
- Cityworks Services, Sugarland, TX
- Cityworks AMS Implementation, Sammamish Plateau Water and Sewer District, OR
- Public Utilities Asset Management Plan, Sandy City, UT
- Cityworks Support, Spotsylvania County, VA
- Cityworks Needs Prioritization, Holly Springs, NC
- Land Management Implementation Plan, Baltimore County, MD
- Cityworks AMS Implementation for Water Distribution, Water Production & Treatment/Laboratory, Asheville, NC
- Asset Management RoadMap, City of Tigard, OR
- Asset Management Roadmap, City of Yakima, WA

EDUCATION

Bachelor of Science, Geography, Towson University, 1999

EXPERIENCE

34 Years

- Cityworks/Asset Management Functional Needs Assessment, Montgomery County, MD
- Cityworks Business Process Redesign, District Department of Transportation (DDOT), Washington, DC
- Cityworks Reset Option 1, District Department of Transportation (DDOT), Washington, DC
- Cityworks Reset Option 2, District Department of Transportation (DDOT), Washington, DC
- Enterprise Asset Management Consulting, Fairfax County Department of Public Works and Environmental Services, VA
- Migration CW Desktop AMS to CW Server AMS, Frederick County Sanitation Authority, VA
- Asset Management Plan, Frederick Water, VA
- Cityworks Enterprise Asset Management System Implementation, Grey Forest Utilities, TX
- Cityworks Workorder Management System Implementation, MetroConnects, SC
- Cityworks 15 Upgrade/Ad-Hoc Support, MWA, GA
- Cityworks Cayenta Integration Design & Development, Macon Water Authority, GA
- Cityworks AMS/Cayenta Integration Implementation Approach, Macon Water Authority, GA
- Cityworks AMS Implementation, North Miami Beach, FL
- Fire Hydrant Inspection Program, Richmond, VA
- Cityworks PLL Integration, St Johns County Public Works Department, FL
- Public Facing Portal (Timmons Group PLL Portal, CitySourced, OnBase Electronic Plan Review), West Valley City, UT
- Cityworks AMS Reimplementation, York Region, ON

Mark Harmon

Technology Lead

Mark offers considerable experience in Cityworks consulting and enterprise system design gained through work with water utilities, State and local governments and private industry. His capabilities include: GIS systems planning and design, specification design and development, project implementation coordination, GIS training and end user support. Mark will support your efforts by ensuring our utility geodatabase design and development efforts are compatible with your existing GIS/IT architecture.

SELECT PROJECT EXPERIENCE

- Cityworks AMS Public Works, Auburn, AL
- Cityworks AMS Implementation for Sewer, Auburn, AL
- Cityworks Enterprise Asset Management System Implementation, Alpharetta, GA
- Cityworks AMS Implementation, Harrisonburg, VA
- Cityworks Business Process Redesign, District Department of Transportation (DDOT), Washington, DC
- Cityworks AMS Implementation, Madison, WI
- Cityworks Enterprise Asset Management System Implementation, Skagit County Public Utilities District, WA
- Cityworks AMS Implementation, American States Utility Services, NC
- Cityworks PLL & AMS Implementation, Winston-Salem, NC
- Cityworks Workorder Management System Implementation, MetroConnects, SC
- Cityworks Mobile Development, Richmond, VA
- Cityworks® Enterprise Asset Management System Master Planning, Richmond, VA
- Cityworks AMS and PLL Implementation, Fayetteville, NC
- Cityworks AMS Implementation, Weston, FL
- Cityworks AMS Implementation, Albemarle County Service Authority, VA
- Cityworks Asset Management System Implementation, Garland, TX
- Cityworks AMS Implementation, Forsyth County, GA
- Cityworks Reset Opt 2, District Department of Transportation (DDOT), Washington, DC
- Cityworks PLL Implementation for Permitting, Fayetteville, NC
- Cityworks AMS Implementation, Henderson Water Utility, KY
- Fire Hydrant Inspection Program, Richmond, VA
- Cityworks Enterprise Asset Management System Implementation, Grey Forest Utilities, TX
- Cityworks AMS Implementation, Sammamish, WA
- Cityworks AMS Implementation, Douglasville-Douglas County Water and Sewer Authority, GA
- Cityworks AMS Implementation, Fayetteville, NC
- Cityworks AMS Cleaning and Maintenance Strategy Development, Charlotte Water, NC

EDUCATION
Bachelor of Science, Geographic Science, James Madison University, 2003

EXPERIENCE
19 Years

- Cityworks AMS Implementation for Department of Engineering, Petersburg, VA
- Cityworks Upgrade, Skagit County Public Utility District, WA
- Asset Management System, City of Petersburg Facility Management Division, VA
- Cityworks PLL Implementation for Code Enforcement, Fayetteville, NC
- Cityworks AMS Implementation, City of Bellingham, WA
- -Enterprise Asset Management Consulting, Fairfax County Department of Public Works and Environmental Services, VA
- Cityworks AMS Implementation, North Miami Beach, FL
- Cityworks AMS Phase II, Harrisonburg, VA
- Timmons Group PLL Public Web Portal, Fayetteville, NC
- Cityworks AMS Implementation for Traffic, Harrisonburg, VA
- Cityworks AMS Implementation, Naperville, IL
- Cityworks AMS/Cayenta Integration Implementation Approach, Macon Water Authority, GA
- Cityworks AMS Implementation, Otay Water District, CA
- Cityworks AMS Implementation, Goochland County, VA
- Cityworks AMS Implementation, Grand Rapids, MN
- Cityworks AMS Utilities, Petersburg, VA
- Cityworks Gas Improvement Process Program, Richmond, VA
- CitySourced Implementation Support, RIC, VA
- Privilege License Discovery, Fayetteville, NC
- Customer Relations Management Software, City of Independence, MO
- Cityworks/Asset Management Functional Needs Assessment, Montgomery County, MD
- Cityworks Support, Weston, FL
- CW Asset Reading Customization, Bonney Lake, WA
- Cityworks AMS Implementation for Streets and Signals, Fayetteville, NC
- Cityworks AMS Upgrade, Winston-Salem, NC
- Cityworks Support, Spotsylvania Co Utilities, VA

Ryan Torino

Workflow & System Configuration Specialists

Ryan is an Asset Management Analyst who has extensive experience working on various GIS projects across multiple levels of state and local government. His project experience includes Next-Generation 911 data maintenance for local governments, parcel data maintenance, stormwater/sewer data maintenance, road centerline maintenance, and right-of-way maintenance. During his time at Timmons Group, he has served in several staff-augmentation assignments at Chesterfield County and the Virginia Department of Transportation where he took the initiative to identify and implement business practices to maintain various GIS datasets more efficiently. Ryan transitioned to the Asset Management group of Timmons in September 2019 and has worked on various Cityworks implementation projects. Ryan is proficient working with SQL, Crystal Reports, and ArcGIS, and, having an extensive background in GIS, the ability to optimize the clients' use of Cityworks in conjunction with their GIS data. Ryan is a superb communicator, problem-solver, and strives to ensure he meets the client's needs and expectations.

SELECT PROJECT EXPERIENCE

- Cityworks PLL Implementation, City of Auburn, AL
- Cityworks AMS Implementation, Douglasville - Douglas County Water and Sewer Authority, GA
- Cityworks AMS Implementation, Napa Sanitation, CA
- Cityworks AMS Implementation, City of Asheville Public Works, NC
- Cityworks AMS Implementation, Pennichuck Water, NH
- Cityworks Parks and Rec Pilot, City of Fayetteville, NC
- Enterprise Asset Management Consulting, Fairfax County Department of Public Works and Environmental Services, VA
- Cityworks PLL Implementation, City of Toledo, OH
- Cityworks PLL Implementation, City of Edmond, OK
- Implementation Services for Cityworks PLL, City of Escondido, CA
- Cityworks AMS & PLL Implementation, Township of Upper St. Clair, PA

EDUCATION

Bachelor of Arts, Geography,
Virginia Tech, 2012

EXPERIENCE
8 Years

Hunter Burnham

Workflow & System Configuration Specialists

Hunter is a Business Analyst with three years of experience in spatial analysis, enterprise database management, and cartography. He has extensive experience in Python development and data analysis with a focus on spatial data and GIS applications. Skilled in setting up and managing Python environments in Visual Studio, Spyder, and using a wide range of Python packages, including Pandas, Geopandas, Numpy, and ArcPy. Proficient in Git, Anaconda, SQL, SQLAlchemy, PyoDBC, and other relevant technologies for efficient data management and analysis. Highly proficient in working with ArcMap, ArcGIS Pro, Field Maps, and Esri WebMaps for GIS workflows, as well as QGIS, ENVI, GXP, FME, FreeCAD, Blender, and AutoCAD for geospatial processing tasks. Hunter has developed management plans and database schema for industrial facilities and performed feature extraction using JANUS and Urban Tactical Planning for Hrte4 and DGED projects. He has updated land use and cover classification systems, such as the Florida Land Use and Cover Classification System (FLUCCS) and produced updated seagrass maps for water management districts. He is responsible for analyzing, configuring, and optimizing the Cityworks AMS software to meet the asset management needs of the organization, while ensuring data integrity, system quality, and end-user satisfaction.

KEY EXPERTISE

- ✓ Setting up and managing Python environments in Visual Studio, Spyder -
- ✓ Python, Git, Anaconda, SQL, SQLAchemy, PyoDBC, ArcPy, Pandas, Geopandas (and dependent packages), Numpy, MathLab,
- ✓ Experience working with Windows, Mac OS, Windows Server 2016, ArcMap,
- ✓ ArcGIS Pro, Work flow manager, Field Maps, Esri WebMaps, CityWorks, QGIS,
- ✓ ENVI 5.6, GXP, FME, FreeCAD, Blender, AutoCAD and Microsoft programs (Word, Excel, PowerPoint et.)
- ✓ Developed management plans, database schema for industrial facilities
- ✓ Feature extraction – JANUS, Urban Tactical Planning
- ✓ Stereo terrain mapping with GXP for Hrte4 and DGED
- ✓ Updated the Florida Land Use and Cover Classification System (FLUCCS) and Updated seagrass map for Southwest Water Management District (SWFWMD)
- ✓ Project Manager of EPA grant (undergrad)
- ✓ American Academy of Underwater Sciences (AAUS) lead diver
- ✓ Assisted in research and development of pioneering water treatment processes for Tail Water Systems

SELECT PROJECT EXPERIENCE

EDUCATION

Bachelor of Science, Marine Science, California State University Monterey Bay

Masters, Environmental Science and Policy, emphasis in GIS and Remote Sensing, University of South Florida

EXPERIENCE

3 Years

- Cityworks Roadmap, AMS, PLL, and Utility Network, City of Rogers/ Rogers Water Utilities
- Cityworks PLL Implementation, City of Burien, WA
- Cityworks PLL Data Conversion Project, City of Sandy, UT
- ArcGIS Pro & Utility Network, EPCOR, AZ
- Cityworks AMS Implementation, City of Everett, WA
- Cityworks Support 2023, Frederick Water, VA
- Cityworks/Cayenta Integration, City of Gastonia, NC
- Cityworks AMS Implementation, Golden State Water, CA
- Cityworks Upgrade and Cityworks Support, MetroConnects, SC
- Cityworks AMS Implementation, Napa Sanitation District, CA
- Cityworks PLL Implement, City of Round Rock, TX
- Cityworks Implementation for Parks & Rec, Spotsylvania County, VA
- Asset WMS, City of Tampa, FL
- Cityworks AMS Implementation, City of Warren, MI
- Cityworks AMS Implementation, Washington County, OR
- Cityworks AMS Implementation, City of Woodburn, OR

Marlee Page

Workflow & System Configuration Specialists

Marlee is a Business Analyst with extensive experience and familiarity with Cityworks software and the inner workings of its use and value with local governments and utilities. She began her career as an engineer and brings that perspective to each project, communicating technical information effectively and understanding the needs of end-users.

SELECT PROJECT EXPERIENCE

- Cityworks Roadmap, AMS, PLL, and Utility Network, City of Rogers/ Rogers Water Utilities
- Cityworks PLL Implementation, Bartow County, GA
- PLL Implementation, City of Burien, WA
- Cityworks PLL Implementation, Erie, PA

EDUCATION

Bachelor of Science, Civil Engineering, Rutgers University

Bachelor of Arts, Liberal Arts, Bucknell University

EXPERIENCE
28 Years

Will Dingus

Business Analysts

Will is an experienced analyst who is very knowledgeable in the implementation and deployment of Cityworks AMS and Mobile using established best practices for a diverse client base. His project work includes Cityworks implementations for Gas, Water, and Sewer Utilities as well as Public Works departments, Parks departments, and other local government divisions. Will understands many of the business processes and requirements for each of these businesses and how to shape these requirements into a tailored solution within the software. Will is also knowledgeable in the configuration and deployment of Cityworks' Storeroom application. He has been part of Storeroom deployments for both large and small storeroom operations who use an array of material costing types and configuration models to track their transactions within their storeroom(s). He is well versed in data migration and data conversion from many data formats to the Cityworks database schema.

Select Project Experience

- Cityworks Roadmap, AMS, PLL, and Utility Network, City of Rogers/ Rogers Water Utilities
- UN Implementation and Cityworks AMS Reconfiguration, Indio Water Authority, CA
- Cityworks AMS Implementation, Pennichuck Water Works, NH
- Support & Maintenance, Bartow County, GA
- Cityworks AMS Implementation, Napa Sanitation, CA
- Cityworks AMS Implementation, City of Asheville Public Works, NC
- Cityworks AMS Implementation, Lake Stevens Sewer District, WA
- Cityworks AMS Implementation, City of Salem, VA
- Cityworks Support Services, Upper St. Clair, PA
- Cityworks AMS Implementation, Douglasville-Douglas County Water and Sewer Authority, GA
- Cityworks Support, City of Harrisonburg, VA
- Cityworks AMS, City of Elk Grove, CA
- Cityworks Support, Asheville, NC
- Asset WMS Stormwater, Traffic and Mobility, City of Tampa, FL
- DPW Cityworks Implementation, Jackson County, MO
- Cityworks AMS Implementation, Lake County, IN
- AMS Implementation, Adam County, CO
- Cityworks AMS Implementation, Warren County, MI
- Cityworks Support 2021-2022, Forsyth County, GA
- AMS Implementation, Santa Clare, CA
- Cityworks Support FY2021, Spotsylvania County, VA
- Cityworks AMS, Washington County, OR

EDUCATION

Bachelor of Science, Emory & Henry College, Geography and History, 2013

EXPERIENCE

9 Years

CERTIFICATIONS

Certified ArcGIS Desktop Associate 10.1, VA, 9WDMBYGC21ROCDPX

Matthew Toich

Business Analyst

Matt is a highly skilled and experienced GIS and asset management professional with more than eight years of experience in GIS for public service utilities. He has a proven ability to apply existing skills to challenging situations and consistently expand his knowledge base. His key expertise includes ArcMap 10, ArcGIS Pro, ENVI Imagery Suite, ArcGIS Server Manager, Cityworks Asset Management Platform, and INFOR Enterprise Asset Management Software.

SELECT PROJECT EXPERIENCE

- Cityworks Roadmap, AMS, PLL, and Utility Network, City of Rogers/ Rogers Water Utilities
- Cityworks Implementation, Minot, ND
- Cityworks and GIS Implementation, Alderwood Water and Wastewater District, WA
- Cityworks PLL Implementation Services, Bartow County GA
- Cityworks AMS Implementation, Bentonville, ME
- Cityworks AMS & PLL Implementation, Burien, WA
- Cityworks AMS Implementation, Centennial, CO
- Cityworks AMS, Everett, WA
- Engineering GIS Support, Fayetteville, NC
- Cityworks Support, Fayetteville, NC
- Cityworks Support, Harrisonburg, VA
- Cityworks Implementation, Raytown Department of Public Works, MO
- Cityworks Imlementation, Wilson, NC
- ArcGIS Pro & Utility Network, EPCOR, AZ
- Cityworks Support, Forsyth County, GA
- Cityworks AMS Implementation, Golden State Water, CA
- Utility Network Implementation & Cityworks AMS Reconfiguration, Indio Water Authority, CA
- Cityworks Support, MetroConnects, SC
- Utility Network Data Migration, Pennichuck Water Works
- Cityworks Support, Spotsylvania County, VA

EDUCATION

Master of Professional Science, Marine Affairs and Policy, University of Miami Rosenstiel School, 2014

Bachelor of Science, Environmental Studies, Gettysburg College, 2012

EXPERIENCE

9 years

Sarah Sheldon

Business Analyst

Sarah is a Business Analyst with experience in asset management strategic planning, Cityworks AMS implementations, and GIS solution development and analysis for a variety of local government agencies. Sarah understands the business processes and requirements for water, sewer, stormwater, streets, parks, and fleet departments, and how to shape these requirements into a tailored solution. Her career in local government utilities and public works agencies allowed her to gain expertise in GIS systems, GIS database schema development, digitizing as-builts, asset inventory data collection, asset condition assessments and analysis, as well as production mapping and reports. She led teams in creating strategic asset management plans which help departments understand the cost of their operations at defined service levels, choose risk management options and, prioritize long- and short-range goals to improve their asset management program.

SELECT PROJECT EXPERIENCE

- Cityworks AMS Software Implementation, Asheville, NC
- Cityworks AMS Software Implementation, Everett, WA
- Cityworks AMS Software Implementation, Napa, CA
- Cityworks AMS Software Implementation, Cartersville, GA
- ArcGIS Server Implementation, Wake Forest, NC
- Strategic Asset Management Plan, Asheville, NC

EDUCATION

Bachelor of Science, Geography, University of Wisconsin-Eau Clair, 2003

Master of Arts, Geography, Appalachian State University, 2005

EXPERIENCE

5 Years

River Stallings

Data Conversion / Integrations Specialists

River is an Applications Developer and Product Manager at Timmons Group. He is experienced with full-stack software development including web, desktop, console, and mobile applications, server deployment, data analysis, data modelling, data management, unit testing, and database development. His skills and knowledge areas include C#, Ruby, JavaScript, jQuery, CSS, HTML 5, Bootstrap, .Net, MVC, UX and UI design, Esri JavaScript API, Google Maps API, PublicStuff API, Cityworks API, and MSSQL and Oracle T-SQL and PL/SQL database scripting. He has worked on PLL and AMS Cityworks data integrations with the SCADA, PublicStuff, Quickbooks, Wonderware, and Munis systems. He has successfully integrated the Timmons Group PLL Portal with several payment processing systems including Elavon, Stripe, PayPal, InvoiceCloud, OpenEdge, ETS, Trust Commerce, and iPayment. River is also responsible for the development, management, and enhancement of the Timmons Group PLL Portal. River has the extensive knowledge needed to fulfill the requests of any project and has shown to be valuable on our development team.

SELECT PROJECT EXPERIENCE

- Timmons Group PLL Portal Implementation, Auburn, AL
- Cityworks PLL and Timmons Group PLL Portal Implementation, Winston-Salem, NC
- Timmons Group PLL Portal and Tools, Tallahassee, FL
- Timmons Group PLL Portal Implementation (Timmons Group PLL Portal, CitySourced, OnBase Electronic Plan Review), West Valley City, UT
- Timmons Group PLL Portal Implementation, City of O'Fallon, IL
- Cityworks PLL for New Development Asset Tracking & Support, Spotsylvania County Department of Utilities, VA
- Timmons Group PLL Public Portal, Fayetteville, NC
- Mobile Code Enforcement App API Implementation, Fayetteville, NC
- Custom Web Services for idtPlans Integration Implementation, Fayetteville, NC
- Cityworks AMS Implementation, Sugar Land, TX
- Cityworks AMS/Munis Integration Implementation, Madison, WI
- Implementation Services for Cityworks PLL, Escondido, CA
- Timmons Group PLL Portal Implementation, Brookhaven, GA
- Cityworks/Wonderware SCADA Integration Implementation, Garland, TX
- Cityworks AMS Implementation, Napa Department of Sanitation, CA

EDUCATION
Bachelor of Science, Computer Information Systems, ITT Tech, 2011

EXPERIENCE
11 Years

Zhiqiang Zhu

Data Conversion / Integrations Specialist

Zhiqiang is a senior GIS applications developer at Timmons Group. He has a diverse background in design and coding development in GIS-based projects and as full-stack .NET developer on desktop and web-based projects using hybrid programming languages (C#, JavaScript, T-SQL & PL/SQL) in Agile and Scrum / Kanban environment with TDD and SOLID as best practices. He communicates effectively with clients and product manager to prioritize deliverables. He is flexible in roles and always ready to help others to ultimately achieve team goals. Zhiqiang learns new technologies quickly to adapt new requirements while delivering quality work product on time.

SELECT PROJECT EXPERIENCE

- Cityworks Roadmap, AMS, PLL, and Utility Network, City of Rogers/ Rogers Water Utilities
- Cityworks PLL & AMS Implementation, Auburn, AL
- Cityworks PLL Tools, Tallahassee, FL
- Timmons Group PLL Portal, Tallahassee, FL
- Cityworks PLL Implementation, Tallahassee, FL
- Cityworks PLL Implementation, Fayetteville, NC
- Cityworks PLL & AMS Implementation, Winston-Salem, NC
- Cityworks PLL Implementation, Brookhaven, GA
- Cityworks PLL Implementation, Township of Upper St. Clair, PA
- Cityworks Support, St. Johns County, FL
- Cityworks PLL Implementation, Escondido, CA
- Public Facing Portal, West Valley City, UT
- Cityworks AMS Implementation, Charlotte Water, NC
- Cityworks PLL Implementation, Charleston Water, SC
- Cityworks AMS Implementation, Salem, VA
- Timmons Group PLL Portal, O'Fallon, IL
- CMMS Replacement, Pennichuck Water Works, NH
- Cityworks AMS Implementation, Bartow County Water, GA
- Cityworks PLL Implementation, Toledo, OH
- Cityworks AMS Implementation, Centennial, CO
- Cityworks AMS Implementation, Warren, MI
- Cityworks PLL Implementation, Burien, WA
- Cityworks AMS Implementation, Antioch, CA
- Utility Network Implementation & Cityworks AMS Reconfiguration, Indio Water Authority, CA
- Cityworks AMS Implementation, Salem, OR
- Cityworks and GIS Implementation, Alderwood Water and Wastewater District, WA
- Cityworks AMS Implementation, Elk Grove, CA
- Cityworks PLL Data Conversion, Sandy, UT

EDUCATION
Bachelor of Engineering, Computer Science, South China University of Technology, 2008

Masters, Computer Science, Colorado State University, 2010

EXPERIENCE
12 Years

Dakota Talley

Data Conversion / Integrations Specialist

Dakota is a GIS Analyst in Timmons Group's Asset Management group. He has experience in GIS, cartography, and programming with a focus on systems integrations for local governments. He is proficient in the following programming languages: ArcGIS, Java, Python, and SQL. During his time at Timmons Group, Dakota is an asset to our team in the support of seamless implementations and integrations of asset management systems for our clients.

SELECT PROJECT EXPERIENCE

- Cityworks PLL Implementation, City of Brookhaven, GA
- Cityworks Cayenta Integration Design & Development, Macon Water Authority, GA
- Cityworks Reset Option 1, District Department of Transportation (DDOT), Washington, DC
- Cityworks AMS Implementation, City of Bellingham, WA
- Cityworks Business Process Redesign, District Department of Transportation (DDOT), Washington, DC
- Cityworks PLL Implementation Phase 2, City of Escondido, CA
- Cityworks Reset Opt 2, District Department of Transportation (DDOT), Washington, DC
- Cityworks AMS Implementation, Albemarle County Service Authority, VA
- Cityworks AMS Reimplementation, York Region, ON
- Cityworks AMS Implementation, City of Madison, WI
- Cityworks AMS Implementation for Parks and Recreation, City of Renton, WA
- Cityworks PLL Integration, St Johns County Public Works Department, FL
- Cityworks Support, City of Weston, FL
- Cityworks AMS Implementation, Sammamish Plateau Water & Sewer District, WA
- Cityworks AMS Train/Cayenta Support, Macon Water Authority, GA
- Esri GIS & Cityworks Assistance, Holly Springs, NC
- Cityworks AMS Implementation, Napa Sanitation, CA
- Cityworks AMS Cleaning and Maintenance Strategy Development, Charlotte Water, NC
- Cityworks 15 Upgrade/Ad-Hoc Support, Macon Water Authority, GA
- Cityworks PLL Implementation Services, City of Escondido, CA
- Cityworks Upgrade, City of Brookhaven, GA

EDUCATION
Bachelor of Arts, Geography,
Virginia Tech, 2016

EXPERIENCE
5 Years

Charles Askey, PE

Electrical Utilities SME

Charles currently leads the Power Engineering & System Planning Group. As Group Leader he manages professionals in the fields of electric system planning, power engineering & design, and electrical system analysis and studies. The Power Engineering & System Planning Group executes work during all phases of the Project Cycle from inception through commissioning. Charles' background includes experience in system planning, system operation, regulatory compliance, merchant generation development, and over 24 years of project consulting enabling clients to achieve results.

SELECT PROJECT EXPERIENCE

- Performed Preliminary Generation Interconnection System Impact Assessments for Various Private Sector Clients in all regions of the United States – Wind, Solar, Gas Turbine and / or Biomass Generation.
- Performed Capital Transmission Planning for Various Generation and Transmission Sector Clients in Alabama, Georgia, and Virginia.
- Provided support for the negotiation of Power Supply and Transmission Contracts for five electric distribution cooperatives in North Carolina.
- Collaborated with Transmission and Load Serving Clients in Satisfying the Compliance Requirements associated with the North American Electric Reliability Council (NERC) Standards.

EDUCATION
MS, Electrical Engineering with a Concentration in Power Systems and a Minor in Mathematics, Clemson University, 1985

BS, Electrical Engineering, Clemson University, 1983

REGISTRATION
Professional Engineer

EXPERIENCE
38 Years

AFFILIATIONS
Siemens Power System Software

PSS®E

PSS®MUST

PUBLICATIONS
"A Mathematical Formulation for the Reliability of Power System State Estimators" proceedings 17th Annual Southeastern Symposium on System Theory, March 1985.

Master's Thesis - "A Technique for Evaluating the Reliability of a Power System State Estimator", presented to and accepted by the Graduate School at Clemson University in May 1985.

David Saunders, PE, DBIA

Engineering / Operations SME

David is a Principal in Timmons Group's Water and Wastewater Group and has more than 30 years of experience in the planning and design of water and wastewater facilities and infrastructure. David has extensive experience in the preparation of plans and specifications, cost estimates, and reports for numerous project types and clients. His experience includes the design, repair and upgrading of utility systems, storm drainage facilities, road systems, site development and water tanks.

SELECT PROJECT EXPERIENCE

- Douglasville-Douglas County Water and Sewer Authority - Cityworks AMS Implementation, Douglas County, GA
- Forsyth County - Cityworks AMS Implementation, Forsyth County, GA
- Pennichuck Water - Cityworks AMS Implementation, Hillsborough, NH
- Prince Edward County Water Design Build, Prince Edward County, VA
- South Mills Township Wastewater Treatment Upgrade Evaluation, Camden County, NC
- Norwood Property Water and Sewer Design, Emporia, VA
- Wastewater Collection System Engineering Services, Middlesex County, VA
- MAMaC Wastewater Collection Line Work, Greensville County, VA

EDUCATION
Bachelor of Science, Civil Engineering, Virginia Military Institute, 1981

EXPERIENCE
42 Years

CERTIFICATIONS
Professional Engineer, VA, NC, DC, SC, MD, WV, PA

Designated Design Build Professional

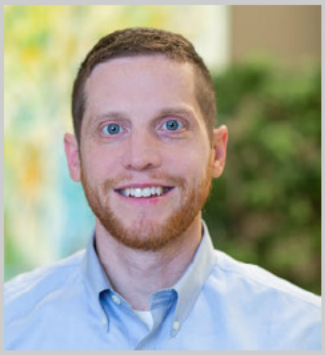
Chris Petree, PE, DBIA

Engineering SME

Christopher is a group leader for the Water Infrastructure Group in North Carolina and has more than a decade of experience in the planning, evaluation and design of water and wastewater infrastructure. He is highly experienced in water and wastewater treatment, storage, pumping stations, and large-scale hydraulic modeling. Chris has completed several fast-paced utility projects for both public and private clients, using both traditional and design-build project delivery methods. He works closely with the design team to create innovative solutions and transform them into reality.

SELECT PROJECT EXPERIENCE

- Fire Pump Building Foundation Design and Permitting, Wake County, NC
- Hickory Haven/Samary Forest Sanitary Sewer Design, Goochland County, VA
- Middle Creek Interceptor Sewer Design, Wake County, NC
- River Mill - Overall Community Design, Henrico County, VA
- Forest Hill Regional Pump Station Study, Johnston County, NC
- Dayton Woods Community Well System, Wake County, NC



EDUCATION
Bachelor of Science, Mechanical Engineering, Virginia Military Institute, 2006

EXPERIENCE
17 Years

CERTIFICATIONS
Professional Engineer, VA, NC, SC

Designated Design Build Professional

Matt Miller, PE, ENV SP

Engineering / Operations SME

Matt is a valuable member of Timmons Group's Water and Wastewater Group. He has years of experience focused in water and wastewater process engineering as well as sanitary hydraulic modeling. His project responsibilities have included WWTP design, WWTP process model evaluations, wastewater pump station and force main design, industrial process modification design, water reclamation system design, elevated water storage tank design, water main design, gravity sewer design, and hydraulic modeling of water distribution systems and sanitary sewer systems. Matt also has extensive knowledge with several software applications including: BioWin Wastewater Process Modeling, Autodesk AutoCAD Civil 3D, and Autodesk Revit.

SELECT PROJECT EXPERIENCE

- South Mills WWTP PER, Camden County, NC
- Elizabeth City WWTP PER, Elizabeth City, NC
- Tomahawk Creek Trunk Sewer, Chesterfield County, VA
- MAMaC Offsite Wastewater Collection System, Greensville County, VA

EDUCATION
Masters, Civil & Environmental Engineering, Massachusetts Institute of Technology, 2012

Bachelor of Science, Mechanical Engineering, University of Virginia, 2011

EXPERIENCE
11 Years

CERTIFICATIONS
Professional Engineer, VA, NC

Associate DBIA

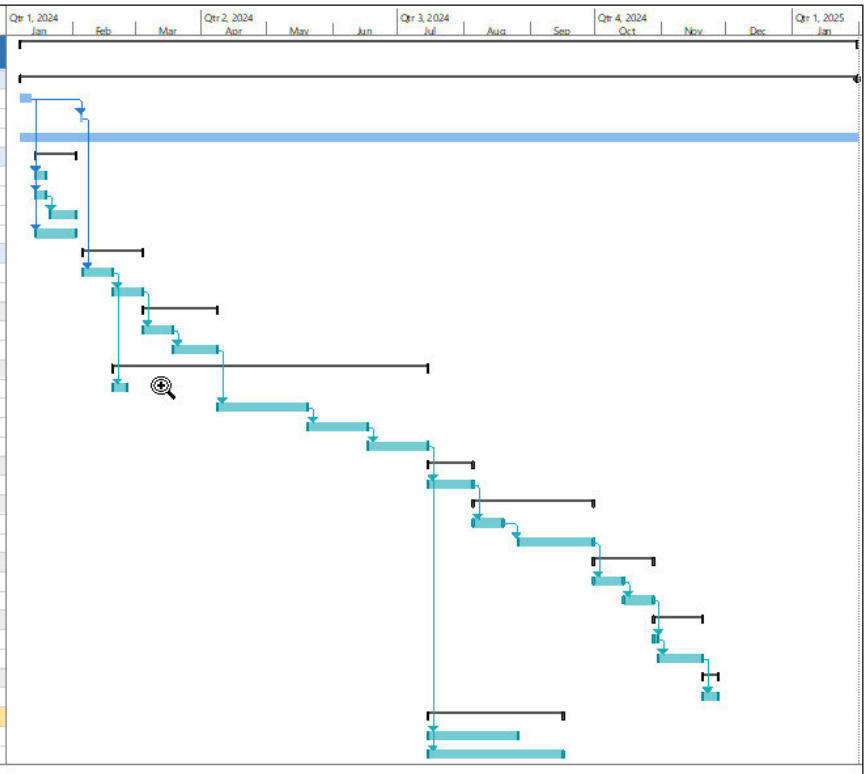
Envision™ Sustainability Professional

ESTIMATED TIMELINE

TIMELINE

A typical implementation of Cityworks AMS takes 12-14 months. The graphic below shows what a typical implementation of Cityworks AMS is comprised of and task item duration:

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Bentonville - Cityworks AMS Implementation**	**280 days**	**Mon 1/8/24**	**Fri 1/31/25**	
2	**Project Management & Coordination**	**280 days**	**Mon 1/8/24**	**Fri 1/31/25**	
3	Develop PMP	5 days	Mon 1/8/24	Fri 1/12/24	
4	Project Kickoff	1 day	Mon 2/5/24	Mon 2/5/24	3FS+15 days
5	Status Reports	280 days	Mon 1/8/24	Fri 1/31/25	
6	**GIS & Data Migration**	**15 days**	**Mon 1/15/24**	**Fri 2/2/24**	
7	IT/GIS Meeting & GAP Analysis	5 days	Mon 1/15/24	Fri 1/19/24	3
8	Review existing work order data	5 days	Mon 1/15/24	Fri 1/19/24	3
9	Data migration coordaintion	10 days	Mon 1/22/24	Fri 2/2/24	8
10	Recommended revised GIS data model	15 days	Mon 1/15/24	Fri 2/2/24	3
11	**Initial Installation**	**20 days**	**Tue 2/6/24**	**Mon 3/4/24**	
12	Initial install of Cityworks	10 days	Tue 2/6/24	Mon 2/19/24	4
13	Pre-configuration	10 days	Tue 2/20/24	Mon 3/4/24	12
14	**Assets Discovery**	**25 days**	**Tue 3/5/24**	**Mon 4/8/24**	
15	Workflow workshops	10 days	Tue 3/5/24	Mon 3/18/24	13
16	SD&C	15 days	Tue 3/19/24	Mon 4/8/24	15
17	**Phase 1 - Configuration of Assets**	**105 days**	**Tue 2/20/24**	**Mon 7/15/24**	
18	Development Environment	5 days	Tue 2/20/24	Mon 2/26/24	12
19	Configuration	30 days	Tue 4/9/24	Mon 5/20/24	16
20	configuration reviews	20 days	Tue 5/21/24	Mon 6/17/24	19
21	Internal testing & Finalize configuration	20 days	Tue 6/18/24	Mon 7/15/24	20
22	**Reports & Dashboards**	**15 days**	**Tue 7/16/24**	**Mon 8/5/24**	
23	Reports & Dashboards	15 days	Tue 7/16/24	Mon 8/5/24	21
24	**Testing**	**40 days**	**Tue 8/6/24**	**Mon 9/30/24**	
25	Develop Tesing Plan & Scripts	10 days	Tue 8/6/24	Mon 8/19/24	23
26	UAT	25 days	Tue 8/27/24	Mon 9/30/24	25
27	**Training**	**20 days**	**Tue 10/1/24**	**Mon 10/28/24**	
28	Training Environment	10 days	Tue 10/1/24	Mon 10/14/24	26
29	Cityworks AMS Training	10 days	Tue 10/15/24	Mon 10/28/24	28
30	**Phase 1 System Deployment**	**17 days**	**Tue 10/29/24**	**Wed 11/20/24**	
31	Production environment	2 days	Tue 10/29/24	Wed 10/30/24	29
32	Finalize configuration	15 days	Thu 10/31/24	Wed 11/20/24	31
33	**Go Live**	**5 days**	**Thu 11/21/24**	**Wed 11/27/24**	
34	Go Live support	5 days	Thu 11/21/24	Wed 11/27/24	32
35	**Integrations**	**45 days**	**Tue 7/16/24**	**Mon 9/16/24**	
36	Tyler Munis	30 days	Tue 7/16/24	Mon 8/26/24	21
37	Futura	45 days	Tue 7/16/24	Mon 9/16/24	21



Coral Springs - Cityworks AMS Implementation
August 22, 2023

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

Page 1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH TIMMONS GROUP, FOR THE PURPOSE OF CITIWORKS IMPLEMENTATION AND INTEGRATION, IN THE AMOUNT OF THREE HUNDRED NINETY-NINE THOUSAND NINETY-FIVE DOLLARS ($399,095.00); ADJUSTING THE 2024 BUDGET APPROPRIATING SIXTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS ($68,765.00) OF THE TOTAL COST, FROM GENERAL FUND INTO THE APPROPRIATE ACCOUNTS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Information Technology Department requests to enter into agreement with Timmons Group for the purpose of Citiworks Implementation and Integration;

WHEREAS, this agreement includes the cost to implement Citiworks AMS using Citiworks Online for the City of Bentonville Water Distribution (includes pump stations and tanks), Wastewater (includes treatment facilities), Transportation, Public Works and Engineering;

WHEREAS, three hundred thirty thousand three hundred thirty dollars ($330,330.00) of the total cost, is funded through unused software costs from unimplemented Munis modules, which is included in the budget roll forward; and

WHEREAS, the remaining sixty-eight thousand seven hundred sixty-five dollars ($68,765.00), will be appropriated from general fund into the appropriate accounts for departments utilizing this software.

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 agreement with Timmons Group for the purpose of Citiworks Implementation and Integration, in the amount of three hundred ninety-nine thousand ninety-five dollars ($399,095.00);

Section 2: The 2024 budget is amended to appropriate sixty-eight thousand seven hundred sixty-five dollars ($68,765.00) from General Fund to various accounts as shown on the attached Exhibit "A";

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 _____, 2024.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

Budget Adjustment - CitiWorks Software Subscription

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101050-43310	Technical/Data Processing	1,141.30	
105020-43310	Technical/Data Processing	4,565.20	
203810-43310	Technical/Data Processing	14,836.90	
503010-43310	Technical/Data Processing	11,700.00	
503530-43310	Technical/Data Processing	5,706.50	
503030-43310	Technical/Data Processing	4,565.20	
503040-43310	Technical/Data Processing	7,989.10	
503020-43310	Technical/Data Processing	18,260.80	
	Total	**68,765.00**	

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Josh Stacey
Phone:	479-696-0204	**For Department(s):**	Parks
Email:	jstacey@bentonvillear.com		

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:	Resolution to Award Bid IFB-24-06 for Soccer Uniforms to Challenger Teamwear
Action Recommendation & Justification:	Bid award for soccer uniforms for the fall 2024 / spring 2025 season to Challenger Teamwear in the amount of $62,230.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Challenger Teamwear, is the second lowest bidder and was selected based on their product quality, previous experience, and ability to deliver uniforms within the 2-week time frame mandated in the package. Kalci Soccer, is the lowest bidder, but there is documented proof of poor performance. It has failed to be able to deliver uniforms within the 2 week time frame over the last two seasons and was; therefore, disqualified. The price difference is $14,401.80.
Amount for Approval:	$ 62,230.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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
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 PURCHASING DEPARTMENT

FORMAL SEALED AMENDED BID TABULATION

Date of Bid Opening:	2/27/24	Time of Bid Opening:	1:00 PM	Solicitation ID Number:	IFB-24-06

Solicitation Title: Youth and Adult Soccer Uniforms for the 2024-2025 Season

				Bidders:	Kalci Soccer, LLC		American Soccer Company (Score Sports)		Challenger Teamwear	
Line Item	**Quantity**	**Unit of Measure**	**Description**		**Per Unit Price**	**Extended Price**	**Per Unit Price**	**Extended Price**	**Per Unit Price**	**Extended Price**
1	350	SETS	Youth Extra Small		$13.45	$4,707.50	$19.95	$6,982.50	$17.50	$6,125.00
2	925	SETS	Youth Small		$13.45	$12,441.25	$19.95	$18,453.75	$17.50	$16,187.50
3	925	SETS	Youth Medium		$13.45	$12,441.25	$19.95	$18,453.75	$17.50	$16,187.50
4	825	SETS	Youth Large		$13.45	$11,096.25	$19.95	$16,458.75	$17.50	$14,437.50
5	350	SETS	Adult Small		$13.45	$4,707.50	$20.95	$7,332.50	$17.50	$6,125.00
6	85	SETS	Adult Medium		$13.45	$1,143.25	$20.95	$1,780.75	$17.50	$1,487.50
7	71	SETS	Adult Large		$13.45	$954.95	$20.95	$1,487.45	$17.50	$1,242.50
8	25	SETS	Adult Extra Large		$13.45	$336.25	$20.95	$523.75	$17.50	$437.50
				Total Bid Price	**$47,828.20**		**$71,473.20**		**$62,230.00**	

The City does not intend to award IFB-24-06 to the lowest Bidder due to past performance/experience. The City intends to award the Contract to the second lowest Bidder (Challenger Teamwear).

The Bid Tabulation was amended on 3/14/2024. The City inadvertently excluded Score Sports on the Bid Tabulation initially distributed.

purchasing@bentonvillear.com - (479) 271-3115

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #IFB-24-06; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CHALLENGER TEAMWEAR, IN AN AMOUNT NOT TO EXCEED SIXTY-TWO THOUSAND TWO HUNDRED THIRTY DOLLARS ($62,230.00); AND FOR OTHER PURPOSES.

WHEREAS, Challenger Teamwear is the second lowest qualified bidder for bid #IFB-24-06;

WHEREAS, the lowest bidder was disqualified due to documented past poor performance;

WHEREAS, this agreement covers uniform expenses for the Bentonville Parks and Recreation 2024-2025 Fall/Spring Soccer Program;

WHEREAS, this expense is fully funded by registration fees.

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 agreement with Challenger Teamwear, for the Bentonville Parks and Recreation 2024-2025 Fall/Spring Soccer Program Uniform Expenses;

Section 2: The total purchase cost will not exceed sixty-two thousand two hundred thirty dollars ($62,230.00);

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 AND APPROVED this_____ day of _____, 2024.

APPROVED:

ATTEST:

_____
Stephanie Orman, MAYOR

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Josh Stacey
Phone:	479-696-0204	**For Department(s):**	Parks
Email:	jstacey@bentonvillear.com		

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:	Resolution Authorizing the Approval to Enter into an Agreement with Events Approval Inc.
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with Events Approval Inc. for special event requests and approvals software for the City of Bentonville. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This software will make the special event request process more efficient for both the public and city staff. When a patron wants to request to host an event in the city, this software will be their one stop shop from request to approval. All members of the city staff who need to approve sections of the event will do so in the software and it will keep all records in one place where now they are scattered amongst the individual departments. Eproval was selected during the RFP-23-68 process.
Amount for Approval:	$ 49,000.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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
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):

Final Evaluation Results

Evaluation Criteria:

1. Qualifications (Experience, Competence, and Capability) o Proposer's experience, competence, and capacity for performance of the services. o The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. o Proposer's should provide past experience, including but not limited to: ▪ References, as described in the Required Responses Section of this RFP. o Previous experience and success in implementations to similar governmental entities will be a significant factor.	**30 points**
2. Method of Doing Work o The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals. Proposers are required to define approximate timelines as part of the response to this section, including approximate implementation time.	**30 points**
3. Final Software Demonstration o The Demonstration should reflect the City's goals for this software, as described in this RFP, including ease of use and accessibility. The key features of the software should be detailed, as well as other features such as dashboards, public facing modules, customizations available etc. The Demonstration should prove that it can functionally perform in line with the information outlined in this RFP.	**25 points**
4. Price – Point Value: 20 o All-inclusive pricing for the software solution, including a detailed description of each cost. All costs shall be conveyed as a line item, such as: o Initial Purchase Price o Configuration o Integration o Implementation o Training o Post Implementation Training o Post implementation support costs o Post implementation annual maintenance costs (including specific information related to annual pricing increases) o Any other costs associated with the cost of ownership	**20 points**

[Continues on following page]

Submissions were evaluated by Selection Committee Members based on the Evaluation Criteria and points possible, with the highest number being the highest possible rating.

Rating Points
1. 1-30
2. 1-30
3. 1-25
4. 1-20

Selection Committee Members:

1) Glynn Bertrand
2) Josh Stacey
3) Shelli Kerr

Submitter's Name: Delasoft Inc.

Selection Committee Member	Evaluation Criteria Scores				Total
	Criteria 1 (1-30)	Criteria 2 (1-30)	Criteria 3 (1-25)	Criteria 4 (1-20)	
Glynn Bertrand	28	20	20	15	83
Josh Stacey	20	25	15	5	65
Shelli Kerr	22	15	10	10	57
				Total Points	**205**

Submitter's Name: Event Approvals, Inc.

Selection Committee Member	Evaluation Criteria Scores				Total
	Criteria 1 (1-30)	Criteria 2 (1-30)	Criteria 3 (1-25)	Criteria 4 (1-20)	
Glynn Bertrand	28	28	25	20	101
Josh Stacey	30	30	25	15	100
Shelli Kerr	28	28	23	15	94
				Total Points	**295**

Event Approvals, Inc. Service Agreement

This Service Agreement ("SA"), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between Event Approvals, Inc. ("EPROVAL") and the City of Bentonville, AR ("Customer") for the Services (as defined below). The customer agrees to subscribe to the following Services for the term and fees set forth below.

SUMMARY OF SERVICE FEES (all fees in USD and do not include applicable taxes)

Service Name	Quantity	Term	Cost	Total Fee
ePremium License with an unlimited number of Users to support five application types.	1	3 years	$45,000	$45,000
Implementation, Configuration, Training	1	One-time	0	0
Azure Cloud Hosting & Support	1	3 years	0	0
Add-on Modules:				
Calendar	1	3 years	0	0
Permit Generator Tool	1	3 years	0	0
Scheduled email notifications	1	3 years	0	0
Applicant Survey	1	3 years	0	0
Two phase intent to apply	1	3 years	0	0
eCommerce payment and invoicing	1	3 years	$4,000	$4,000
Custom Development	-	-	$225/hr	-
			Service Fees for 1st year	**$49,000**

Both parties have read and agreed to the terms and conditions of this Agreement:

Event Approvals, Inc.
Suite 600, 777 Hornby Street
Vancouver, BC
V6Z 1S4

Customer: City of Bentonville, AR
Administrative Services Building
1000 SW 14th St.
Bentonville, AR
72712

Authorized _____

Authorized _____

Signatory:		Signatory:	
Name:		Name:	
Date:		Date:	

EPROVAL - SERVICE AGREEMENT - TERMS AND CONDITIONS

A. EPROVAL provides an application known as eproval which is an application for managing and administering events approvals and permitting as a service delivered over the Internet ("Services") to its Customers as more particularly described in Schedule A. The application underlying the Services is proprietary to EPROVAL.

B. In conjunction with such Services, EPROVAL also provides Support to its Customers to allow them to use the Service.

C. Customer desires to obtain such Services from EPROVAL.

1. DEFINITIONS

1.1 "Confidential Information" means any proprietary information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies and applicable law, as confidential information or a trade secret and specifically includes the Services, either parties business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Agreement, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information includes but is not limited to Input Data and the nature of the Services for the purposes of this Agreement but does not include information which is:

(a) at the time of disclosure, or thereafter becomes part of the public domain without any violation of this Agreement by the Recipient;

(b) already in the Recipient's possession before disclosure of such information to the Recipient by the Discloser;

(c) following the Effective Date is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret;

(d) developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records; and

(e) disclosed as required by law.

1.2 "Customer" means City of **Bentonville, AR**

1.3 "Effective Date" is the date that the Agreement is signed. It will be the latter date of the signature by EPROVAL or the Customer.

1.4 "Go Live Date" is a date mutually agreed by the Customer and EPROVAL when the Service is used in a live production environment.

1.5 "Input Data" means data inputted by Customer or Users into the Services via the Portal.

1.6 "Portal" means the online permitting website application in which the Services are provided.

1.7 "Renewal Date" is the date for yearly license renewals in subsequent years of the Agreement. It will be the day and month based on the Effective Date.

1.8 "Support" means technical support provided by EPROVAL to Customer relating to Customer's use of the Services, on a remote basis by telephone or e-mail or other electronic means, and optionally at the Customer's site, and is subject to the availability of support personnel and facility infrastructure services. Such support includes problem diagnosis, consultation, dial-in diagnosis services, and problem resolution with the Support levels defined in Schedule B.

1.9 "Users" means the user of the Services as authorized by Customer or who create accounts so they can use the Services.

2. SERVICES

2.1 EPROVAL will provide the Services to Customer in accordance with applicable laws and regulation. EPROVAL will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for:

(a) planned downtime (and EPROVAL will give Customer at least 72 hours notice of such downtime and will attempt to schedule such downtime to the extent practicable during weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or

(b) any unavailability caused by circumstances beyond EPROVAL's reasonable control.

2.2 EPROVAL will maintain the Services at EPROVAL's in accordance with EPROVAL's development methodology. Additionally, Customer will receive access to EPROVAL regular technology bulletin updates, access to an on-line knowledge base and may participate in training webinars.

2.3 Under no circumstances can Customer allow other commercial entities to access the Services except to the extent commercial entities use the Services as Users. Customer is prohibited from providing or repurposing the Services to other parties in any manner, including as a service bureau or application service provider.

2.4 Customer can make the Services available to as many users as it deems necessary.

2.5 The Customer agrees to not engage in any activity within its control that threatens the security of the Services. It is Customer's own responsibility to:

(a) provide for its own access to the Internet, arrange for secure Internet access therefore and pay any service fees associated with such access;

(b) be responsible for the accuracy, quality, integrity and legality of data inputted by Customer which is processed using the Services, including any Confidential Information;

(c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services to the extent reasonably within Customer's control, and notify EPROVAL promptly of any unauthorized access or use of which it has actual knowledge;

(d) use the Services only in accordance with any documentation and applicable laws and regulations.

2.6 No other services are provided with the Service unless agreed to otherwise by EPROVAL and the Customer. The Services are provided on a software-as-a-services basis and accordingly as the Standard Offering set out in Schedule A. Any other service (including modifications, improvements, alterations or changes to the Standard Offering) shall be provided in connection with the terms set out in Schedule A and may be provided by written agreement or purchase order.

2.7 Violation of any of the terms of this Agreement or use of the Services in a way that breaches applicable law or regulation in any way entitles either party to terminate this Agreement. In the event of a breach, the non-breaching party will give the other party written notice of such breach. If such breach is not corrected in 30 days the non-breaching party may terminate this Agreement. PLEASE NOTE THAT BOTH PARTIES STRICTLY ENFORCE THIS POLICY AND MAY PROSECUTE ANY VIOLATION OF THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 EPROVAL will exercise due care in providing the Services, and will, at no extra charge to Customer, correct all errors where such errors are due solely to negligence on the part of employees of EPROVAL or deficiencies in the provision of Services. Customer shall make best efforts to call to notify EPROVAL of such errors within a reasonable timeframe.

3.2 EPROVAL will provide to Customer acceptable formats for the information to be inputted by Customer into the Service as Input Data.

3.3 EPROVAL will be responsible for general maintenance of the database underlying the Service (but not for the accuracy or completeness of the Input Data).

3.4 EPROVAL shall maintain backups of its database(s) in a commercially reasonable manner that will allow recovery of data in the event of data loss, damage, or destruction. The Customer will be responsible to maintain, under its care, adequate backup materials that will enable the regeneration of Input Data in the event of loss, damage or destruction thereof (including for example, all records required to be kept by regulation).

3.5 SPECIFIC EXCLUSION OF OTHER WARRANTIES - THE SERVICES ARE PROVIDED "AS IS, WHERE IS". OTHER THAN AS SET OUT SPECIFICALLY AS A WARRANTY IN THIS SECTION 3. EPROVAL DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY IS LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR LOSS OF PROFITS RESULTING FROM THE SERVICES (OR ANY THIRD PARTY GOODS OR SERVICES) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF EITHER PARTY IS LIABLE TO THE OTHER IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF A PARTY TO THE OTHER EXCEED THE FEES PAID BY THE CUSTOMER TO EAI IN THE 90 DAY PERIOD PRECEDING THE DATE OF A CLAIM.

3.6 Warranty of Title and Ownership - EPROVAL warrants, for the sole benefit of Customer, that it has all rights necessary to provide the Services to Customer. All proprietary and intellectual property rights, title and interest including copyright and trade secret rights in and to anything associated with the Services remains that of EPROVAL. EPROVAL warrants, for the sole benefit of Customer, that the Services do not infringe on third-party rights including intellectual property rights. If there is a breach of this warranty then EPROVAL shall indemnify and hold Customer (and its affiliates and each their elected officials, respective directors, officers, employees and agents) harmless against any claims, damages, expenses, suits and actions arising from or relating to the infringement of intellectual property and proprietary rights of third parties relating to the Services.

4. OWNERSHIP CONFIDENTIALITY AND USE LIMITATION

4.1 Ownership

(a) Subject to the limited rights expressly granted under this Agreement, EPROVAL reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer under this Agreement other than as expressly set forth with respect to limited rights to use the Services. EPROVAL shall have no ownership interest in Input Data and Customer Confidential Information. EPROVAL shall promptly return all Input Data and Customer Confidential Information to Customer, or its designee, in a format usable by Customer.

(b) Customer shall not (i) permit any third party to access the Services except as expressly permitted, (ii) create derivate works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own internal non-publicly accessible networks or otherwise for Customer's own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

(c) As between EPROVAL and Customer, Customer exclusively owns all rights, title and interest in and to all of Input data or Customer Confidential Information.

4.2 Confidentiality - The following terms apply to Confidential Information and the ownership thereof.

(a) All Confidential Information is owned by the respective parties. EPROVAL agrees not to use Input Data except when specifically authorized by Customer, and to treat all Customer data as confidential. Customer agrees to maintain the confidentiality of proprietary information identified as such by EPROVAL to the extent allowed by law.

(b) Except to the extent required by law, neither party will, at any time whether before or after the termination of this Agreement, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing.

(c) Except to the extent required by law, each party will hold in confidence and not disclose any Confidential Information of the other party. All Confidential Information will be maintained in confidence by the Recipient, will not be disclosed to any person or entity in any way except as provided in this Agreement, and will be protected with the same degree of care the Recipient normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care.

(d) The Confidential Information may be disclosed by the Recipient only to those employees, directors, officers, auditors or consultants of the Recipient having the need to receive such Confidential Information for the purposes of this Agreement, provided the recipients of such Confidential Information are already bound by written confidentiality and non-disclosure obligations similar to those undertaken by the Recipient under this Agreement. The Recipient shall immediately give notice to the Discloser of any unauthorized use or disclosure of the Confidential Information. The Recipient agrees to assist the Discloser in remedying any such unauthorized use or disclosure of Confidential Information.

To the extent the Recipient is required to disclose any Confidential Information pursuant to a valid subpoena or other applicable order by a governmental agency or judicial body or by operation of law, the Recipient will promptly notify the Discloser in writing of the existence, terms and circumstances surrounding such disclosure (except as prohibited by law) so that the Discloser may seek a protective order or other appropriate remedy from the proper authority. The Recipient agrees to reasonably cooperate with the Discloser in seeking such order or remedy at Disclosure's cost and expense. The Recipient further agrees that if the Recipient is required to disclose any Confidential Information, the Recipient will furnish only that portion of the Confidential Information that is legally required and will reasonably cooperate with Disclosure's efforts to obtain reliable, written assurances that confidential and legally compliant treatment will be accorded to such Confidential Information.

(e) The obligations of confidence contained herein will survive termination or expiry of this Agreement.

4.3 References - Customer agrees that the fact of its use of the Services may be disclosed to others.

5. REPRESENTATION AND INDEMNIFICATION

5.1 Indemnification by EPROVAL - EPROVAL has the right and all necessary permissions to provide the Services to the Customer. EPROVAL shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer, its elected officials, employees, or agents, by a third party alleging that the use of the Services infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer, its elected officials, employees, and agents for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in connection with any such Claim; provided, that Customer (a) promptly gives EPROVAL written notice of the Claim; (b) cooperates with EPROVAL's defense and settlement of the Claim; and (c) provides to EPROVAL all reasonable assistance, at EPROVAL's expense.

6. TERM

6.1 Term – This Agreement is for 3 years, commencing upon the execution of this Agreement. At the option of Customer, it may renew for successive three (3) year terms on mutual written agreement, which includes a 3% fee increase for each of the three (3) years.

6.2 Termination - Customer shall have the right to terminate this Agreement upon giving thirty (30) days' notice to EPROVAL.

6.3 Default and Remedies. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (14) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

6.4 Refund for Termination of Agreement for cause – If this Agreement is terminated for cause by Customer, then EPROVAL shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. In the event of early termination by Customer for cause, EPROVAL shall be paid for Services rendered to the date of termination, subject only to the satisfactory performance of EPROVAL's obligations under this Agreement. Such payment shall be EPROVAL's sole right and remedy for such termination.

6.5 Input Data - Following termination of the Agreement, EPROVAL will provide read-only access to Input Data in a format usable by Customer for a period of one month without charge. After such period, EPROVAL shall have no obligation to maintain or provide any of Input Data and may, unless legally prohibited, delete all of Input Data in EPROVAL's systems or otherwise in EPROVAL's possession or control.

7. PAYMENTS

7.1 Invoicing - EPROVAL will invoice Customer on the Effective Date for year 1 of this Agreement and due immediately upon receipt. EPROVAL will invoice Customer 30 days in advance of the Renewal Date for subsequent years of this Agreement and are payable NET 30.

7.2 Disputed Invoices - In the event of a disputed invoice, Customer may withhold payment and EPROVAL will continue to perform during the pendency of the good faith dispute.

7.3 Penalty for Non-Payment - Amounts for undisputed invoices outstanding after 30 days may incur an interest penalty of 1.5% per month (18% per annum).

8. GENERAL

8.1 This Agreement contains the whole agreement between EPROVAL and the Customer relating to the Services.

8.2 EPROVAL may assign this Agreement only after written consent from Customer, which shall not be unreasonably withheld.

8.3 Upon 30 days' notice to Customer and upon written consent by Customer, EPROVAL reserves the right at all times to vary the conditions of this Agreement or change the operation of the Services. The Services may change in the normal course of business in the same manner as all SAAS implementations are changed, improved or modified in a developer's standard development cycle; provided, the Services shall provide substantially similar functionality to the Customer. If Customer does not agree to such variation or changes, Customer may terminate this Agreement without penalty to either party.

8.4 EPROVAL reserves the right to suspend the Services for repair, maintenance, and/or upgrade work. Unless EPROVAL cannot do so for security or other reasons beyond our reasonable control, EPROVAL will give Customer reasonable notice of such suspension a minimum of 72 hours prior to the suspension of Services.

8.5 This Agreement is governed by the laws of the State of Arkansas and the City of Bentonville. The venue for actions arising out of the Agreement is the State of Arkansas.

8.6 The parties acknowledge that each is an independent contractor and nothing in this Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.

8.7 The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

8.8 This Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties.

8.9 If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute, court decision or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

8.10 All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement will survive the termination of this Agreement.

8.11 INTERLOCAL COOPERATIVE CONTRACTING: Other governmental entities within the State of Arkansas may be extended the opportunity to purchase off of the City's solicitation, with the consent and agreement of the successful vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in vendor's response. However, all parties

indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated “piggyback” procurements.

SCHEDULE A - ePremium Implementation

1. Features

The following tasks & deliverables will be part of the eproval Service for the Customer ("Standard Offering") and will be implemented before the Go Live Date.

a) Access to Version 4 of the eproval Portal

- Availability: Access to the Portal will be available on a 24/7 basis.
- URL: A custom URL will be set up to access the Portal.
- User Licenses: An unlimited number of Users can access the Portal.
- Compatibility: The Portal will consist of a fully responsive design compatible with most browsers on computers, mobile phones and tablets. The only requirement is an active Internet connection.
- Sandbox: A sandbox Portal will be set up for the purposes of testing and training.
- Hosting: Portal Hosting will be with the Microsoft Azure cloud hosting platform at the West Central US Data Center in Wyoming.
- Support portal & help documentation.
- Eproval provides ADA compliance level WCAG 2.1 for all pages accessible by applicants, citizens and constituents.

b) Implementation, Configuration and Training

- Implementation:
    - Version 4 of the Portal will be implemented as a standalone version on dedicated Azure resources.
    - There will be isolated development and production environments.
    - This tier will support 5 application types including special events and film permitting. 5 separate workflows will be configured as required.

- Branding:
    - The font, button and background colors in the header, title bar and footer.
    - A logo provided by the Customer.
    - Email template design provided by the Customer.

- System configuration:
    - Wording on all pages of the Portal.
    - Wording in all auto-generated emails.
    - Initial setup of all application questions for Special Event Permit applications and one other application type.
    - Initial setup of all survey questions.
    - Initial setup of all Administrators and Stakeholder Agencies.
    - Initial setup of all email notifications.
    - Initial setup of fields that are copied when an application is duplicated.
    - Configuration system email to relay with Customer's SMTP mail server.
    - Production URL.
    - Security certificate for the production URL.

- Training:
    - All training sessions will be accomplished online using Zoom meetings.
    - Training will include all systems and tools for Administrators and Approvers.

c) Add-on Modules included in the ePremium Tier are the following:

- Calendar
- Permit Generator tool
- Scheduled email notifications
- 2 phase intent to apply
- Applicant Survey
- eCommerce payment and invoicing
- SSO

2. Additional items beyond eproval Service scope

Any services in connection with customizing, modifying or changing the Services beyond as set out in Standard Offering features will be provided on a time and materials basis at EPROVAL's rate of $225/hour.

Schedule B – Support Level Definition

All Customer requests for Support shall be managed as described below. The degree of EPROVAL's responsiveness ("Severity") shall be based on the nature of the initial Customer Support request. The Customer will always make every effort to respond in a timely fashion to requests from EPROVAL for assistance in providing Support.

1. Normal Support Hours

EPROVAL will provide phone and email support Monday to Friday between the hours of 7am and 5pm (Pacific Time).

EPROVAL will provide email support outside of normal business hours, 7 days per week.

2. Response Times

EPROVAL will make commercially reasonable efforts to respond to and provide updates according to the priority of the support request as defined by the Customer shown in the table below.

Priority	Criteria	Response Times	Status Updates
Critical	A Customer detected critical Services error that renders the entire live EPROVAL production system, or an essential part of it, inoperable or "down".	One (1) business hour.	Every two business hours until the closure of the support request.
Medium	A Customer detected non-critical Services error in a module of the live EPROVAL production system, which impairs system operation but does not render it "down". Non-critical Services errors exclude cosmetic, documentation, or reporting problems, and also questions regarding the operation of the Services, its installation or training.	Four (4) business hours.	Every business day until the closure of the support request.
Routine	All other Support requests not described above.	Two (2) business days.	Every two business days until the closure of the support request.

3. Chargeable Service

If the Critical support service is used by the Customer for non-critical support then the service is chargeable at EPROVAL's hourly support service rate of $225/hour USD.

Members of the Selection Committee
City of Bentonville Administrative Services Building
Attn: Purchasing Department—2nd Floor
1000 SW 14th Street
Bentonville, Arkansas 72712

December 12, 2023

Dear Members of the Selection Committee,

Thank you for the opportunity respond to the Request for Proposals (RFP) to support the City of Bentonville's review and issuance of Special Event Permits and Commercial Film Permits. We are confident Eproval can deliver substantial benefits to the City of Bentonville through our innovative platform.

Eproval is a software-as-a-service (SaaS) company dedicated to helping public agencies move processes online, automate workflows and streamline collaboration Our platform enables agencies to digitize their processes, automate multiple and concurrent workflows, and streamline collaboration, empowering clients to manage their operations efficiently. Every aspect of the Eproval platform is purpose built to streamline and reduce duplicative data management tasks for applicants, reviewers, and administrators.

Eproval's existing out of the box configurable platform meets the requirements for the City of Bentonville's Special Event and Commercial Filming business practice requirements as stated in the RFP. Our robust platform is designed not only to streamline permitting and business processes but also to be easily configured to meet the City's unique needs.

Once the Selection Committee has reviewed our material, we would be delighted to provide a live demonstration of Eproval's platform. This will allow you to experience firsthand how our solution can streamline and enhance the Special Event and Commercial Film permitting processes for the City of Bentonville.

We are excited about the opportunity to collaborate with the City of Bentonville to optimize the Special Event and Commercial Film permitting processes through the implementation of Eproval's robust platform. We look forward to the opportunity to work together and deliver exceptional results.

Sincerely,

[redacted]

Jonathan Thompson
Managing Director

About Eproval

EPROVAL'S LAUNCH

Our story began in 2015 when the City of Richmond, BC asked us to develop an automated workflow for special event and grant applications that was intuitive, flexible, and easy to use for applicants and reviewers. Following a year of close collaboration with multiple stakeholders, the outcome was a customer-driven solution with significant improvement to inter-departmental communications, applicant regulatory compliance, transparency, fee collection and overall cost management.

With the success experienced in Richmond, Eproval was launched in 2016 and began to focus on supporting Special Event Offices and their varied permitting needs. Today, we are proud to be the leading software platform across North America for public agency special event permitting.

EPROVAL'S GROWTH

Eproval has undergone remarkable growth since its inception as a specialized special event permitting solution. As Eproval's clients began utilizing the platform, they discovered its capabilities extend far beyond special event permitting. Departments such as Police, Fire, Parks and Recreation, City Clerk, and others involved in the review process for special events recognized the immense potential of Eproval to improve the efficiency, transparency, and customer service of their own permitting operations. IT Departments saw Eproval as the optimal solution for streamlining numerous processes that require a user-friendly and efficient online implementation and management solution.

This realization has acted as a catalyst, propelling Eproval's expansion to supporting more than 75 different permit, license, and grant application types for our clients. Today, Eproval serves as a comprehensive platform that empowers public agencies to cost effectively streamline workflows, enhance collaboration, and deliver exceptional service across a wide range of permitting, licensing, and grant management needs.

EPROVAL'S PLATFORM DEVELOPMENT

Eproval is a mature platform in its 4th version with more than 25,000 hours of product development. Since version 3.0, Eproval has been a 100% Microsoft Azure-hosted solution that takes full advantage of microservice resources, on-demand scaling, security, compliance, and development operations. To conform with customer requirements and data privacy regulations, deployments have been configured to specific data centers in the client's country. Eproval can expand its data centers if required by a client.

From the outset, Eproval's leadership team planned to build all solutions on a next generation technology platform. This provides a secure, scalable, and modern customer experience and allows Eproval to grow alongside its customers. All scheduled maintenance and system updates are managed by Eproval. New versions or updates of the Eproval software replace the existing version at the release date. All releases are designed to extend the functionality of the existing version and not adversely affect any functionality of the existing version.

EPROVAL'S CORPORATE INFORMATION

Requested Information	Response
Corporate Name	Event Approval's, Inc.
Primary Contact	Jonathan Thompson, Managing Director jonathan@eproval.com 604-505-2425
Headquarters' Address	Suite 600, 777 Hornby Street Vancouver, Canada V6Z 1S4
Website	www.eproval.com
Corporate Structure	Corporation
Corporate Location	Vancouver, British Columbia
Principals	Jonathan Thompson, Co-Founder and Managing Director Karen Ng, Co-Founder and Director of Customer Success Rene Michaely, Co-Founder and Director of Technology

The Eproval Team

Early in our development we recognized the importance of including subject matter experts on our team in order to enhance the quality of our platform and the onboarding experience for our clients. By combining the real-life experience of our team members with our purpose built software we are able to provide a unique service to our clients that is more than a software solution. Key members of the City of Bentonville team will include:

KAREN NG, DIRECTOR OF CUSTOMER SUCCESS

Karen, one of Eproval's founders, is responsible for customer success and ensuring the smooth implementation of new client accounts. Karen is also tasked with designing Eproval's visual interface. With more than 20 years of experience collaborating with clients on the design and implementation of their ideas and strategies, Karen brings a fresh perspective to each new client challenge.

Karen's understanding of special event and film permitting requirements, workflows, and business processes is unparalleled and adds significant value to the end product provided to our clients. Karen has led the implementation for more than 75 different permit, license and grant types currently used by our Eproval clients and will lead the implementation of the online solution proposed for the City of Bentonville.

CAROLYN WORMSER, CHIEF INNOVATION OFFICER

Carolyn joined Eproval after 30 years of local government experience leading the Special Events & Filming Department for the City of San Diego. Charged with developing multi-departmental teams, permitting processes and partnerships to support the economic and civic benefits special events and filming contribute to the community, Carolyn managed the issuance of permits spanning an average of 1,200 event dates and 1,500 filming dates per year.

During her tenure, the Special Events & Filming Department was recognized nationally and internationally for its integrated technological solutions, planning processes and operational support systems that address dynamic industry needs as they relate to requirements for public safety, regulatory agency compliance and community engagement. Carolyn will provide best practices and supporting information throughout the onboarding process.

PATRICIA PUZON, IMPLEMENTATION MANAGER

Patricia brings a wealth of knowledge and experience to Eproval after working for the City of Edmonton Parks and Recreation Department for 10 years as a Booking and Events Liaison. During her time with the City, Patricia was also a key member of the department's IT team.

Patricia's experience implementing public agency IT solutions combined with her expertise in park use, facility, activity, and event permitting helps clients get the best out of Eproval. Patricia will provide support and experience to the evaluation, programming, and implementation phases of the project.

THERESA MILLETTE, BUSINESS DEVELOPMENT MANAGER

Theresa's multi-decade public service career began as an urban planner where she led multiple complex community plan updates. Her deep background in community focused workshops, policy development, negotiation, and

interdepartmental technical coordination led her to a leadership role with the City of San Diego's Special Events & Filming Department.

Using her unique skills honed as an urban planner, Theresa assessed special event and park use permit applications for environmental consistency and wrote more than 500 environmental documents each year. She also led a right-of-way conflict management team charged with resolving conflicts between special events, filming, transportation, public utility, capital improvement, and private sector construction projects. Theresa will provide support for permitting best practices and training.

RENE MICHAELY, DIRECTOR OF TECHNOLOGY

Rene, one of Eproval's founders, is responsible for product management and product strategy. He is the chief product visionary, drawing on 18 years of experience in complex web development environments. This rich experience provides Rene with a deep understanding of all aspects of web-based development in order to drive forward on Eproval's vision, mission, and goals. Rene leads all areas of architecture, security, and product development for Eproval.

REFERENCES FOR SIMILAR ENGAGEMENTS

Eproval clients are our best champions, and we encourage you to reach out to our references to learn more about their experience with the platform and our team.

City	Application(s) & Module(s)	Contact	Portal	Go-Live
Albuquerque, NM	• Special Event Permit Application • Filming Permit Application • Special Effects Permit Application (in progress) • Calendar Module • Scheduled Email Notification Module Permit Generation Module	Asia Stuart IT Systems Analyst 505-768-2771 P.O. Box 1985 Albuquerque, NM 87103	https://specialevents.cabq.gov/	Contract 2/19; first go live 6/19; ongoing additional applications over time.
Boulder, CO	• Special Event Permit Application • Filming Permit Application • Block Party Permit Application • Advocation Request • Calendar Module • Scheduled Email Notification Module • Permit Generation Module	Justin Greenstein Manager, Office of Special Events 303-413-7222 1777 Broadway Boulder, CO 80301	https://specialevents.bouldercolorado.gov	Contract 10/20; first go live 1/21; ongoing additional applications over time.
Columbus, OH	• Special Event Permit Application • Two-Phase Module Special Event Reservation	Jason Nicholson Special Events Coordinator 614-645-3335	https://specialeventapplication.columbus.gov	Contract 12/21; first go live 8/21; ongoing additional

	• Block Party Permit Application • Filming Permit Application • Special Event Support Program Grant • Calendar Module • Scheduled Email Notification Module • Payment and Invoice Module • Permit Generation Module	1111 East Broad Street Columbus,, OH 43205		applications over time.
Fort Collins, CO	• Special Event Permit Application • Filming Permit Application • Demonstration Notification • Block Party Permit Application • Asphalt Art Permit Application • Annual Asphalt Art Maintenance Report • Sustainable Neighborhood Mini Grant Application • Calendar Module • Scheduled Email Notification • Payment and Invoice Module • Permit Generation Module	Elodie Vigneron Special Event Specialist 970-416-2303 281 North College Avenue Fort Collins, CO 80522	https://specialevents.fcgov.com	Contract 8/16; first go live 12/16; ongoing additional applications over time.
Savannah, GA	• Special Event Permit Application • Filming Permit Application • Student Filming Permit Application • Wedding Permit Application • Internal City-Sponsored Events • Server Training Permit Card Application • Specific Area Reservation of Space • Mobile Food Service Registration • Residential Street Closure (Right of Way) Application • Daffin Park Pavilion Permit Application • Specific Area Reservation of Space—Harbor Side • Encroachment Application • Small Cell Tower Application • Calendar Module • Scheduled Email Notification Module • Payment and Invoice Module • Permit Generation Module • Single Sign-on	Eddie Grant Assistant Director Special Events, Film and Tourism P.O. Box 8032 Savannah, GA 31421	https://eproval.savannahga.gov	Contract 4/21; first go live 11/21; ongoing additional applications over time.

Eproval Understands Complex Permitting Challenges and Requirements

SPECIAL EVENT AND COMMERCIAL FILM PERMITTING IS COMPLEX

Eproval understands the review and issuance process for special event permits and commercial film permits has become increasingly complex over the years. The size, regulatory requirements, impact to agency departments and resources, as well as the potential for public safety incidents have all contributed to heightened risk factors associated with special event and film permitting. Eproval recognizes all of these factors underscore the importance of permitting processes that ensure compliance with local, state, and federal laws governing special event and commercial film permits. We also understand an online permitting process must be mobile friendly, intuitive, and easy to use for applicants and reviewers.

THE CHALLENGE OF TRADITIONAL PERMITTING WORKFLOW SOFTWARE

Traditional permitting workflow software is linear and most commonly used to move an application step by step through a predetermined process where one person or area of responsibility is associated with each step. For example, an applicant submits an electrical permit application, the application is reviewed and approved by one reviewer, the workflow moves to inspection by another reviewer and the permit closes-out. Essentially, a sequential, linear process.

SPECIAL EVENT AND COMMERICAL FILM PERMITTING REQUIRES CONCURRENT AND ITERATIVE WORKFLOWS

Special event and commercial film permitting do not have linear, predetermined processes. Instead, for each application, a set of unique workflows and requirements must be created based on the proposed activities, location, and other criteria. Applicants need to be able to fill out one section of a permit application and return at a later time to fill out other sections as they gather information and modify their plans.

The review process is concurrent and iterative, involving multiple reviewers representing different departments and agencies, each of whom must be able to concurrently engage in a back-and-forth process with the applicant. Securing and attaching a series of supporting permits and approvals may be required as part of the application process. Moreover, actions by one reviewer may cause the creation of a new workflow that impacts another reviewer. All parties need to be automatically notified when changes are made to an application.

Throughout the review process and onsite management of the event or filming, agency staff may need to issue invoices, secure cost estimates, collect permit fees, and charge for onsite personnel. These costs need to be tracked to various department GL accounts. Some invoices need to be paid through a third party service provider while other invoices need to be issued for payment outside of a payment provider yet tracked within the system.

Monitoring applicant compliance with the terms and conditions of the permit may involve all of the initial reviewers or additional inspectors; all of whom may need to provide a variety of additional information, photographs and documents following the permit issuance. A licensing model that allows for unlimited agency reviewers as well as an unlimited number of local, regional, state, and federal agencies reviewers is crucial to ensure a transparent, coordinated, and seamless solution.

Finally many special event and film productions take place on a regular basis. Providing an easy way for an applicant to duplicate a previously approved application and then complete pre-identified fields with new information, such as certificates of insurance and signatures enhances customer service and encourages timely application submissions.

The Eproval platform supports all of these functions and is specifically designed to meet the complex requirements associated with the review, issuance, inspection, and renewal Special Event Permits and Commercial Film Permits.

Eproval Doesn't Just Put Your Permitting Form Online

EPROVAL HAS TURNED PERMITTING ON ITS HEAD

We know simply understanding the complexities and challenges associated with the review and issuance of Special Event Permits and Commercial Film Permits doesn't solve the challenges of moving the processes online. That is why Eproval has completely revolutionized the way information is gathered from applicants, assigned to reviewers, and transparently shared between applicants and reviewers, all the while supporting multiple business functions such as invoicing, payment receipt, calendars, notifications, surveys, reporting, and more.

EPROVAL DOESN'T NEED TO CREATE A SOLUTION TO FULFILL THE RFP REQUIREMENTS

Eproval's existing out of the box configurable platform meets the requirements for the City of Bentonville's special event and commercial film permitting and business practice requirements as stated in the RFP Our robust platform is designed not only to streamline permitting and business processes but also to be easily configured to meet a client's unique needs. Attachment A Eproval Supports Special Event and Film Permitting IT Business Requirements provides additional detail.

The next several pages include a series of high-level descriptions and screenshots that illustrate some of the basic functionality of the Eproval platform. Each screen shot represents an out of the box functionality that can easily be configured to meet the City of Bentonville's business requirements. For a more comprehensive view of the breadth and power of Eproval, one or more demos is strongly recommended.

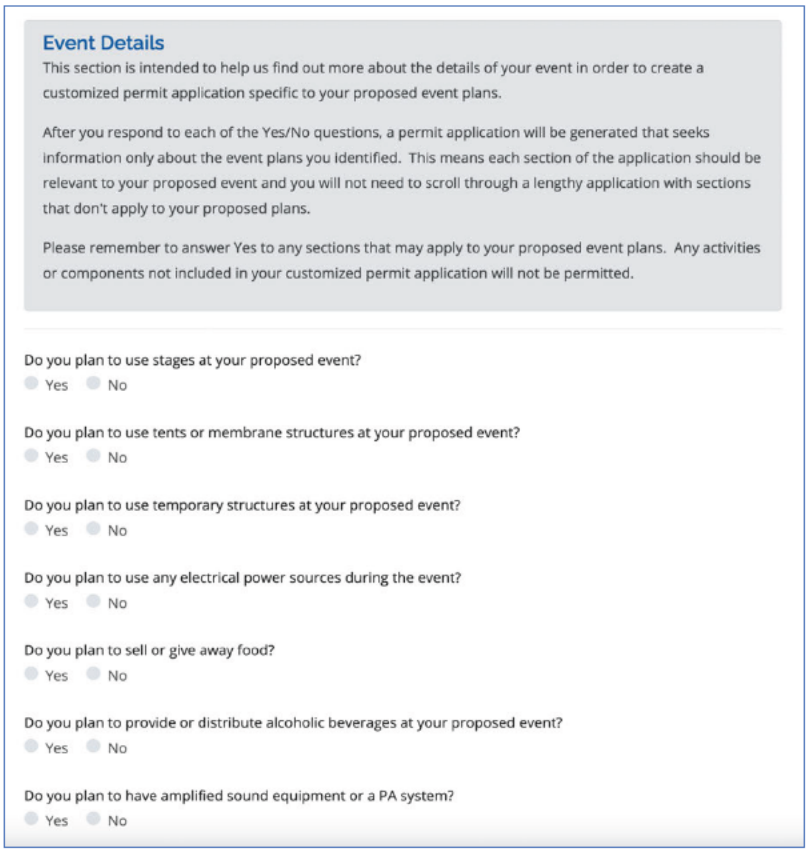
Benefit 1. Applicants Understand Your Expectations

During the onboarding process, Eproval works with your team to develop a series of Yes/No questions designed to identify the activities, regulatory requirements, and operational components that need to be reviewed as part of the permitting process. When an applicant initiates a permit application, they initially respond to the Yes/No questions to define the basic elements of their proposed event or filming.

Using cutting-edge form technology, Eproval then generates a customized application specific to the components, activities, regulatory requirements, and complexity of the proposed event or filming. This means the applicant is presented only with detailed follow-up questions that apply to their proposed plans. Applicants no longer need to sift through a lengthy application and respond N/A to sections of the application that are not relevant to their particular plans.

If the applicant needs to amend their plans later in the process, the administrator can allow the applicant to amend one or more sections of the application, those sections will be added to the permit application, and all reviewers can be notified of the changes.

Sample Event Details Screen

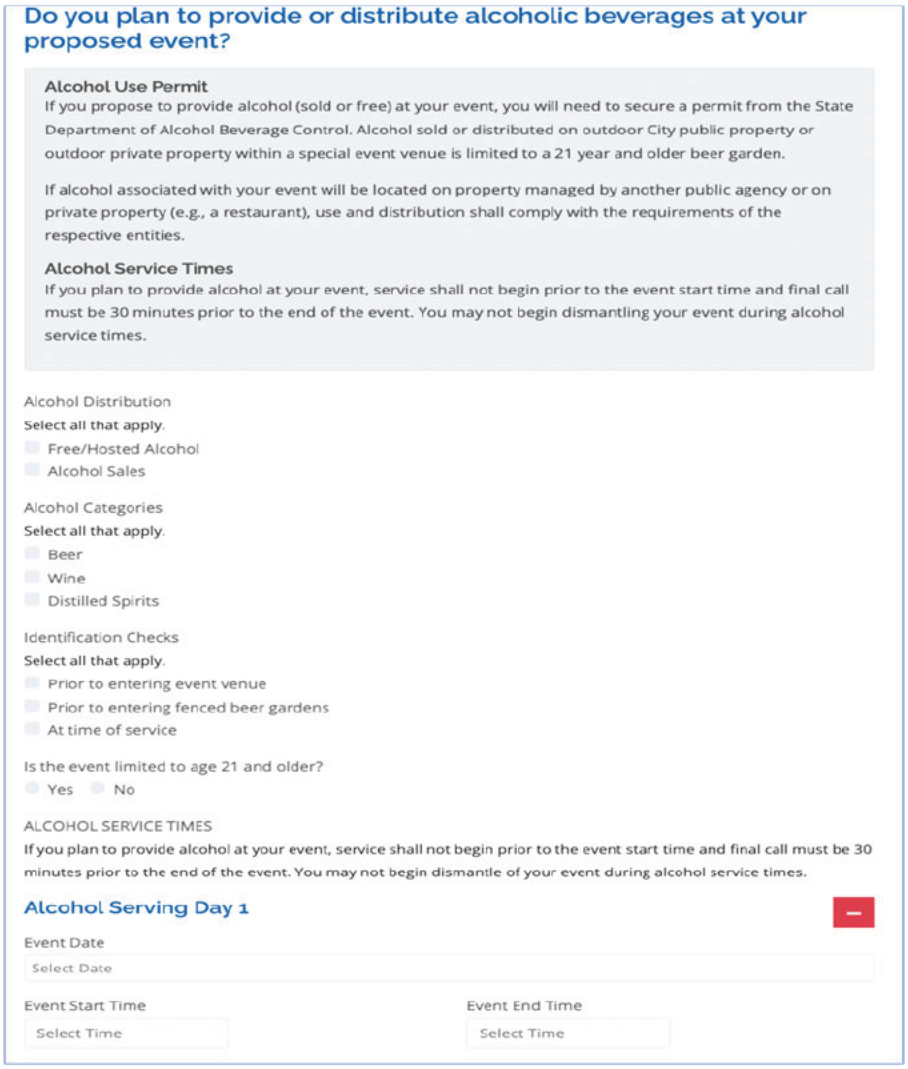


Benefit 2. A Well Designed Application Supports Applicant Compliance

A well designed application not only serves as a planning template for applicants but helps them understand your expectations, comply with regulatory requirements, and supports a consistent review process for all applicants.

During configuration, Eproval will work with you to configure the detailed follow-up questions for each section of the permit application to meet your specific requirements.

Sample Follow-up Question Screen



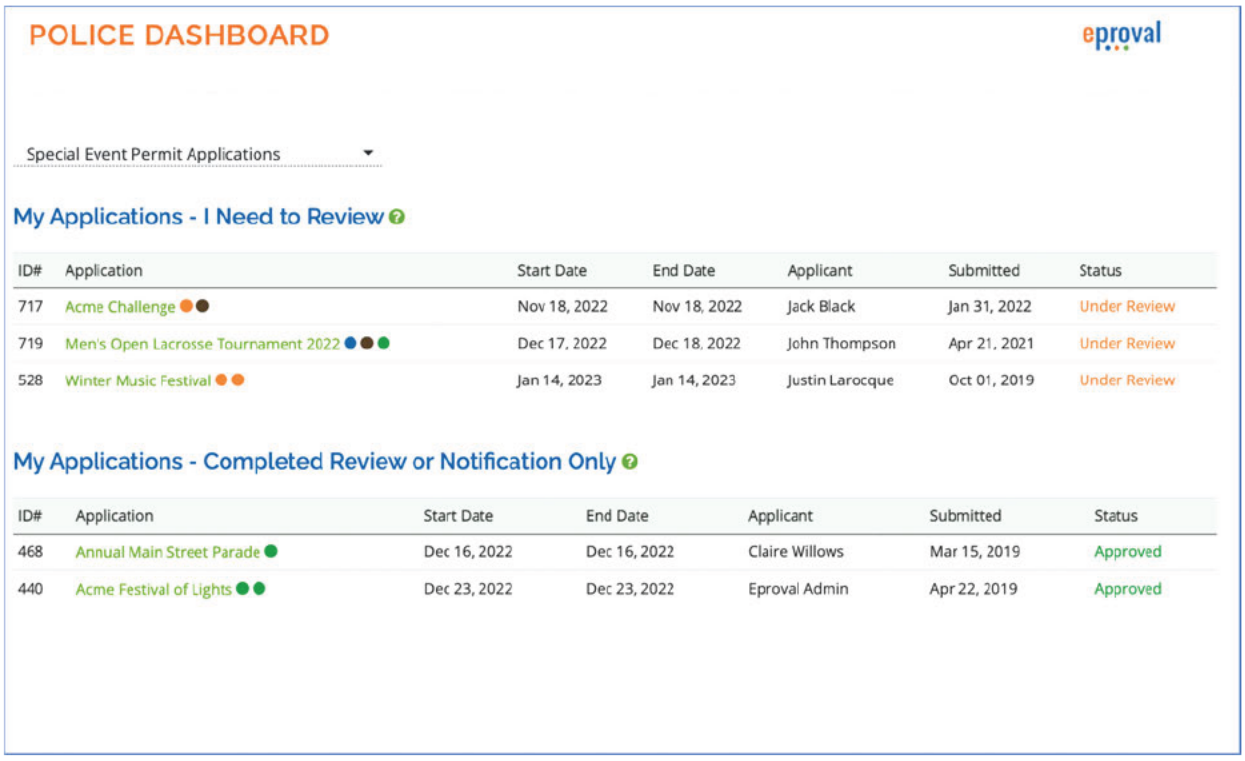
Benefit 3. Reviewers Understand Their Role

During the onboarding configuration process, the Eproval Team works with your agency to "map" Reviewers to each Yes/No question. One or more reviewers can be associated with each question and reviewers can be categorized as "Approval Required" or "Information Only".

Because of our unlimited licensing model, Reviewers from collaborating agencies such as County Health or adjacent jurisdictions can be included as reviewers. Reviewers only receive application workflow assignments that correlate to their mapped section.

Each reviewer has a personalized dashboard designed to keep reviewers organized and informed about applications in process, completed and provided as notification only.

Sample Reviewer Dashboard



POLICE DASHBOARD

eproval

Special Event Permit Applications

My Applications - I Need to Review

ID#	Application	Start Date	End Date	Applicant	Submitted	Status
717	Acme Challenge	Nov 18, 2022	Nov 18, 2022	Jack Black	Jan 31, 2022	Under Review
719	Men's Open Lacrosse Tournament 2022	Dec 17, 2022	Dec 18, 2022	John Thompson	Apr 21, 2021	Under Review
528	Winter Music Festival	Jan 14, 2023	Jan 14, 2023	Justin Larocque	Oct 01, 2019	Under Review

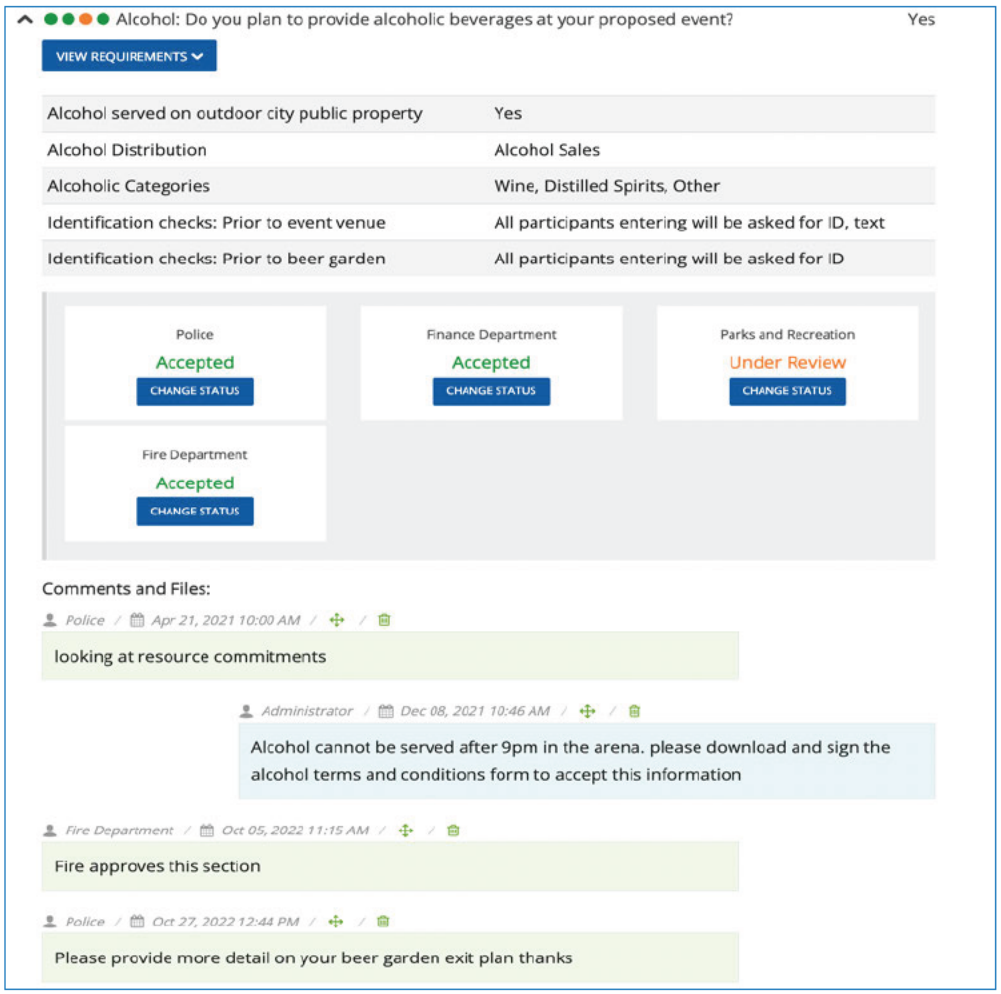
My Applications - Completed Review or Notification Only

ID#	Application	Start Date	End Date	Applicant	Submitted	Status
468	Annual Main Street Parade	Dec 16, 2022	Dec 16, 2022	Claire Willows	Mar 15, 2019	Approved
440	Acme Festival of Lights	Dec 23, 2022	Dec 23, 2022	Eproval Admin	Apr 22, 2019	Approved

Benefit 4. Reviewers Seamlessly Collaborate

One or more reviewers can be associated with each question and reviewers can be categorized as "Approval Required" or "Information Only". The applicant and all other reviewers can view the communication thread. A Reviewer can communicate directly with the applicant from their dashboard. When a reviewer sends a message to the applicant, the applicant is notified in their email and at the top of their personalized dashboard that a reviewer has sent a message. The applicant can either click a link embedded in the email or go to their dashboard and click a link; either of which will take them directly to the location in the permit application that needs to be addressed. Similarly, if the applicant sends a message to a reviewer, they can view the message through an email link or by accessing their dashboard.

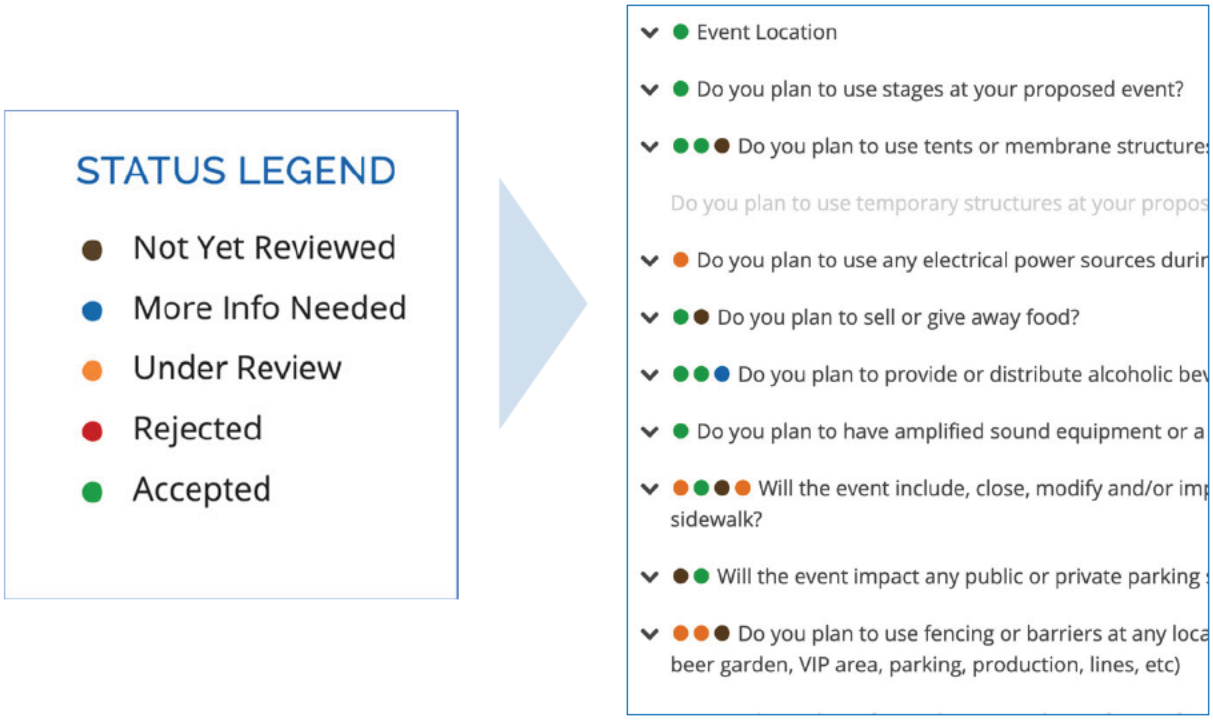
Sample Collaborative Review Screen



Benefit 5. 24/7 Status for Applicants, Reviewers and Administrators

Eproval has created an easy and intuitive way to monitor the progress of each section of the permit application as well as the overall status. Through a series of color coded dots, applicants, reviewers, and administrators can quickly view the status of a permit application.

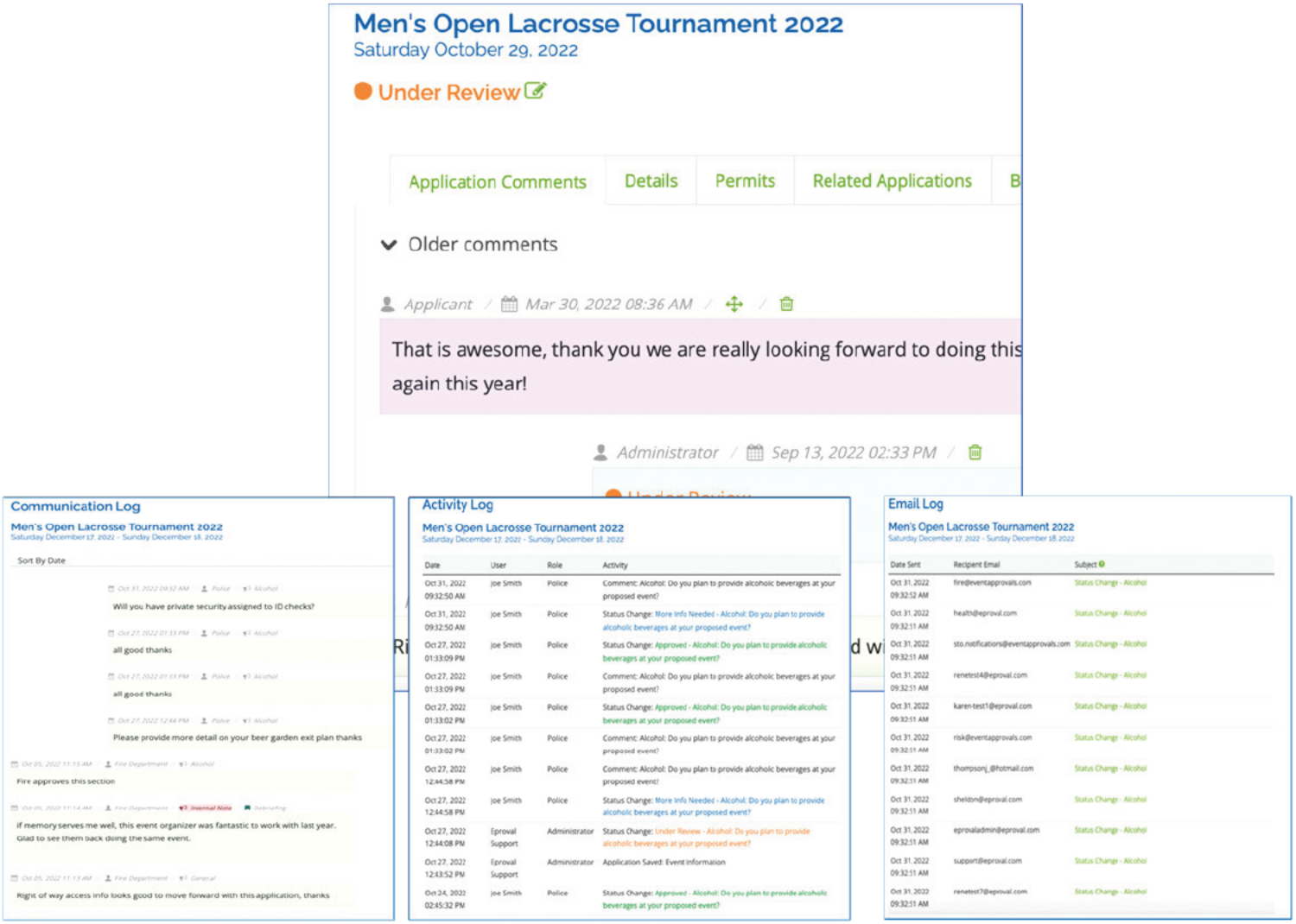
Each dot represents a reviewer assigned to a particular question. Multiple dots mean multiple reviewers. The specific reviewer can be identified by hoovering over a dot. Should an applicant amend the application during the review process, all reviewers can be notified, and any reviewer can change their Review Status in their dashboard while they assess the new information.



Benefit 6. Transparency for All

Eproval is designed to make communication threads clearly visible. Every user has a dashboard with multiple tools to support transparent communication with the applicant and between reviewers. Communication threads are aggregated in a manner that is easy to read and intuitive for all users. Eproval has also created four report functions that capture every step of the process. The Communication, Activity, Document and Email Logs are automatically generated for each permit application. This information can be used by administrators to manage the process, identify efficiencies or problems, and respond to requests for information

Sample Communication Screens

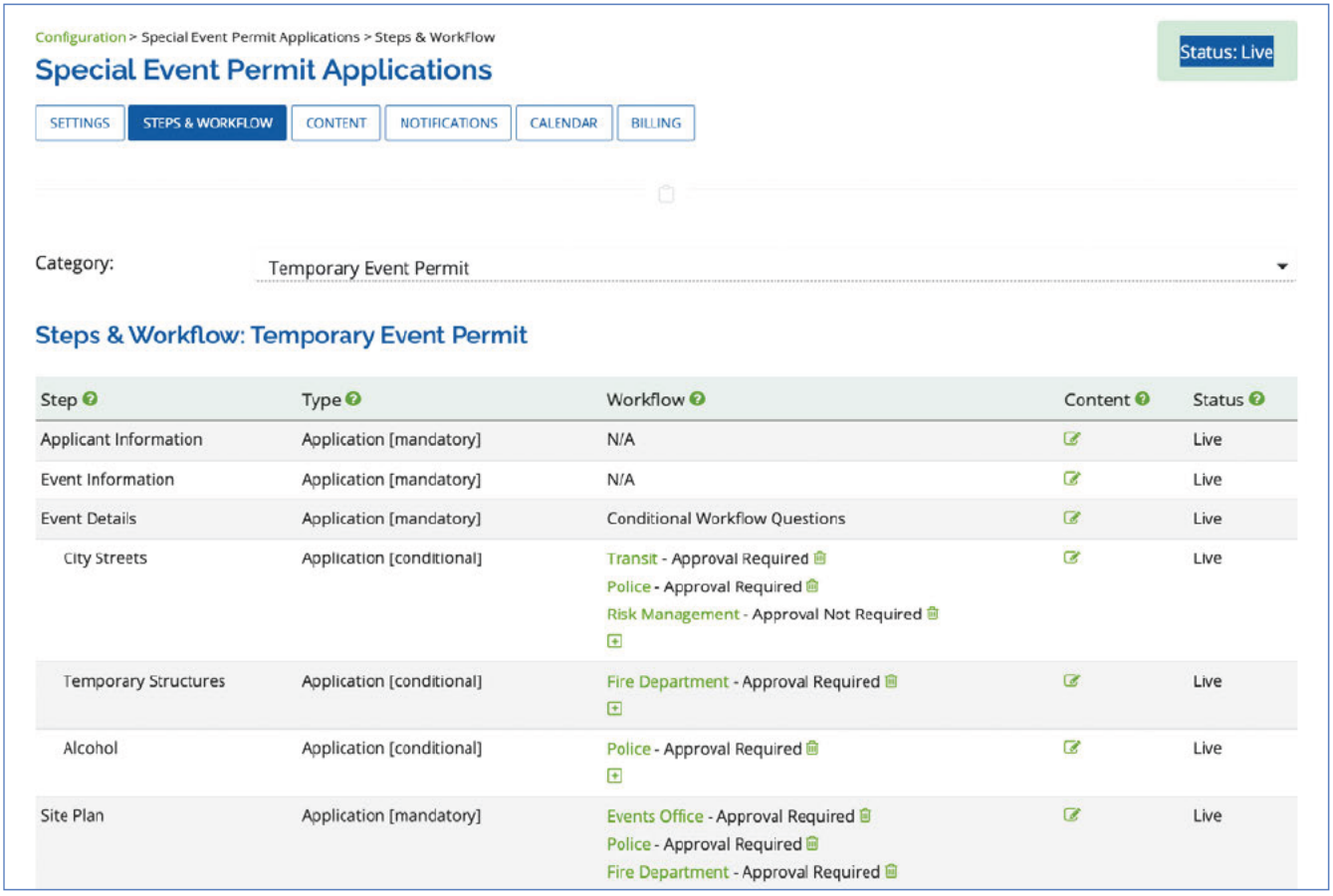


Benefit 7. Administrators Have Power to Manage the System

The Eproval Customer Success Team will work with the administrator and their team to configure one or more permit applications that meet their needs. While our team is always available to provide support to the agency team and takes pride in its rapid response time to client questions and request for application modifications, many of our clients want to be able to manage the system in real-time.

Once the initial configuration process is completed, we will provide access to your site which enables the administrator to make real time changes to the application including editing information and questions, adding web links, allowing an applicant to amend an application, and adding or deleting reviewers to a particular workflow.

Sample Administrator Configuration Dashboard



Configuration > Special Event Permit Applications > Steps & Workflow

Special Event Permit Applications

Status: Live

SETTINGS | STEPS & WORKFLOW | CONTENT | NOTIFICATIONS | CALENDAR | BILLING

Category: Temporary Event Permit

Steps & Workflow: Temporary Event Permit

Step	Type	Workflow	Content	Status
Applicant Information	Application [mandatory]	N/A		Live
Event Information	Application [mandatory]	N/A		Live
Event Details	Application [mandatory]	Conditional Workflow Questions		Live
City Streets	Application [conditional]	Transit - Approval Required Police - Approval Required Risk Management - Approval Not Required		Live
Temporary Structures	Application [conditional]	Fire Department - Approval Required		Live
Alcohol	Application [conditional]	Police - Approval Required		Live
Site Plan	Application [mandatory]	Events Office - Approval Required Police - Approval Required Fire Department - Approval Required		Live

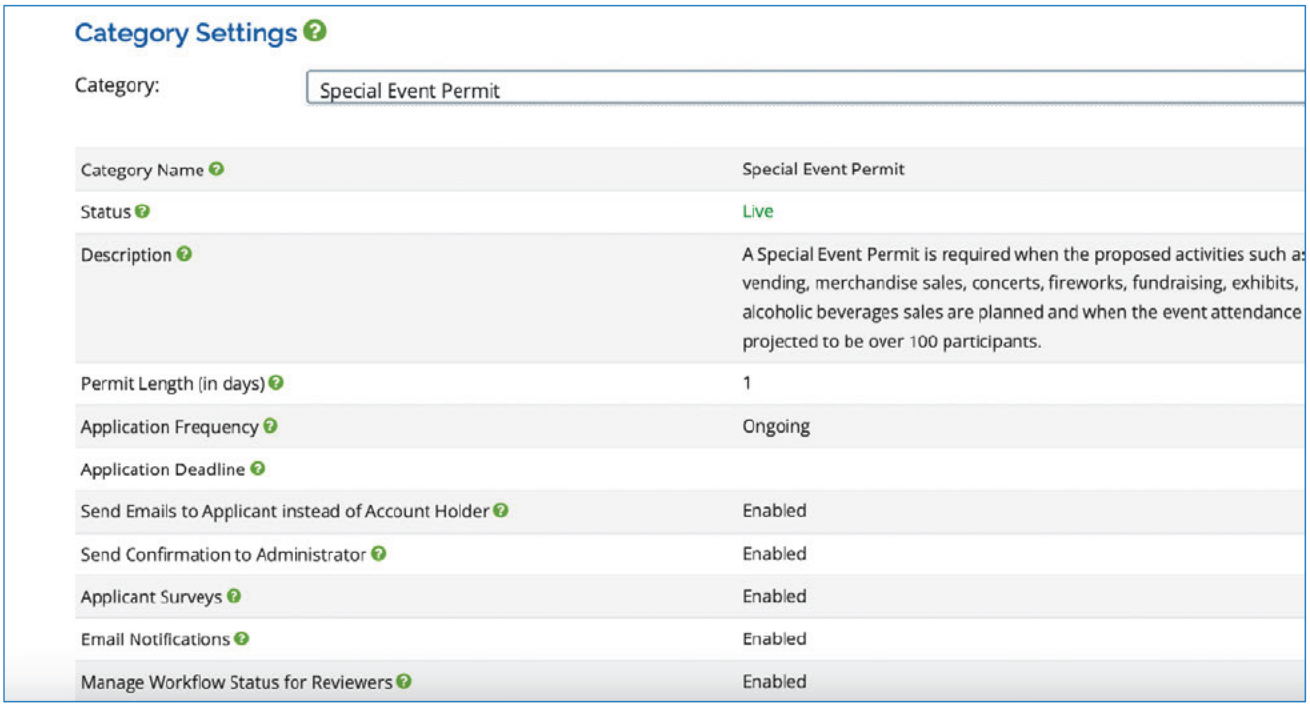
Benefit 8. Requires Limited IT Department Resources

Eproval is a Software as a Service (SaaS) permitting solution that requires little to no involvement from your IT Department once they system goes live.

During the onboarding process we will work with your IT team to establish a domain name and TLS certificate that interfaces with your website, secure the City's website branding and style guide requirements, establish a transaction email gateway, and identify any password security or single sign-on requirements.

Eproval configures your applications based on your requirements. We do not use outside consultants. As previously discussed, administrators are given access to their agency's site to modify applications, workflows, add or delete Reviewers, update requirements, and more. In additional to Knowledge Based Learning material, our Help Desk responds to your questions within 24-hours and takes pride in our ability to rapidly support our clients.

Sample Administrator Application Detail Dashboard



Category Settings

Category: Special Event Permit

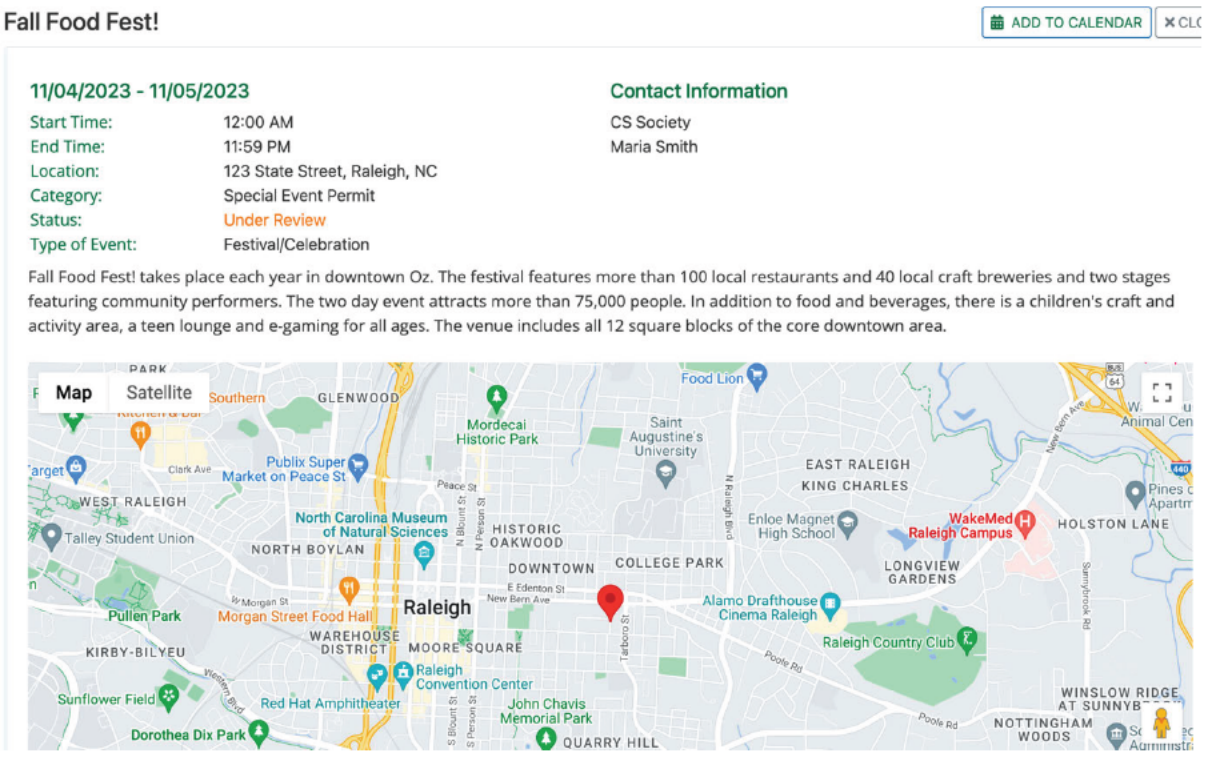
Category Name	Special Event Permit
Status	Live
Description	A Special Event Permit is required when the proposed activities such as vending, merchandise sales, concerts, fireworks, fundraising, exhibits, alcoholic beverages sales are planned and when the event attendance projected to be over 100 participants.
Permit Length (in days)	1
Application Frequency	Ongoing
Application Deadline	
Send Emails to Applicant instead of Account Holder	Enabled
Send Confirmation to Administrator	Enabled
Applicant Surveys	Enabled
Email Notifications	Enabled
Manage Workflow Status for Reviewers	Enabled

Benefit 9. More Horsepower with Modules

Eproval's add-on modules and e-commerce invoicing, payment and reporting tool extend the value of the permitting platform. The modules and e-commerce tool are designed to be flexible and customizable to meet your unique business requirements. Attachment B. Eproval Modules and Tools Use Cases includes different ways our clients use Eproval's modules to address their business needs. The modules and e-commerce tool may be seamlessly added to your platform at any time and include:

- PDF Permit Generator
- Calendar (Internal and External with GIS address pinpoint)
- Scheduled Notifications
- Two-Phase Application (Intent to Apply or Reservation of Use)
- Custom Reports
- Applicant Survey
- eCommerce Invoicing, Payment, and Reporting Tool

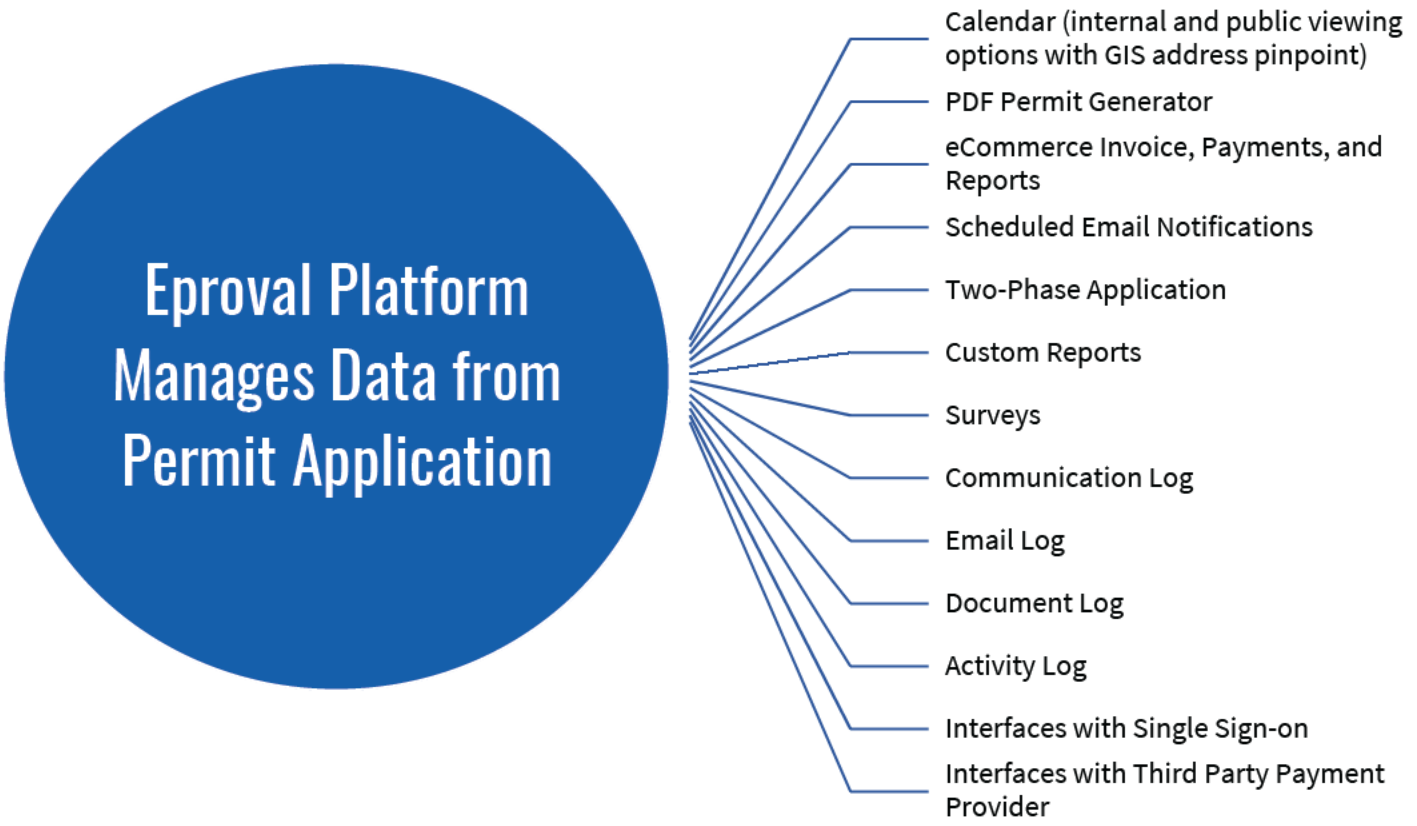
Sample Calendar Detail Screen



Benefit 10. Applicants Submit Information Once. Technology Does the Work

Every aspect of the Eproval platform is purpose built to streamline and reduce duplicative data management tasks for the Applicant, Reviewers and Administrator.

In partnership with our clients, we have prioritized the development of modules, tools, reports, and solutions that best meet their business requirements. Because we are customer driven, we continuously talk to our clients to identify additional ways we can enhance the Eproval platform to support their needs and regularly make enhancements to the platform. An idea generated by one of our clients, benefits all of our clients. The diagram below illustrates the diverse business solutions fueled by the applicant's data.



Eproval's Project Approach and Timeline

Eproval's experienced Customer Success Team will lead the configuration and training process for the City of Bentonville from start to finish. Eproval does not use consultants or third-party vendors. We have worked with clients who have completed the configuration of their permitting applications and moved their processes online in as few as 2 months, while other agencies may take 9-12 months due to conflicting work priorities, internal policy decision-making, legal review, and time to docket items for public hearings. We also understand once the project timeline is established, agency staff availability may fluctuate with competing priorities placed on staff involved in the project and project timelines may need to be adjusted accordingly. Eproval has sufficient staffing bandwidth to begin the project in Q1 2024 and meet the onboarding cadence that best works for Bentonville. As previously stated, we do not use outside consultants or third party contractors. Attachment C. Eproval Implementation Schedule provides a timeline for an average 12—16 week configuration, training, and go-live schedule.

PHASE 1. PROJECT KICK-OFF

The Customer Success Team will host a project kick-off meeting to establish goals, discuss the onboarding process, review onboarding forms that have been provided to the agency's Project Lead, agree on time commitments needed to keep the process moving forward, and to answer general questions.

PHASE 2. REVIEW OF EXISTING NEEDS AND PROCESS EVALUATION

Eproval's team will collaborate with City of Bentonville stakeholders to evaluate existing processes, understand desired changes, and share options based on our deep understanding of public agency special event permitting.

During this phase, many cities find opportunities to streamline existing processes. For example, cities may choose to incorporate questions from supporting permit types such as tenting, pyrotechnics, and alcohol management into the new permit applications. Therefore, continuing to support the review and approval of regulatory requirements, but eliminating one or more separate permit applications.

PHASE 3. DESIGN AND CONFIGURATION

Based on our experience with clients across North America, we have created a Special Event Permit Application prototype and a separate Filming Permit Application prototype that includes the categories, questions, and informational material most common to all of our clients.

For the purposes of responding to this RFP, we will use a special event permit application as an example of the onboarding process. During the initial configuration meetings, one of our subject matter experts will walk the Bentonville team through the prototype application; taking time to explain why cities have opted for specific

language and questions. We will also make our Eproval Library available to you. The Eproval Library includes all of the different versions of similar questions and every question our clients have used for a particular application type. Our clients use the Eproval Library as a resource in addition to the prototype application and any of their own internal documents.

After we review the prototype application with your team, we will discuss next steps. Every client works differently, and we will adapt to your preferred workstyle. Eproval will work with the Project Lead to identify the best way to move forward for your team and a regular meeting schedule.

Most commonly, Eproval works with the Project Lead to identify the different sections that will be in the special event permit application and the departments associated with each section. Eproval then schedules a series of meetings that focus on specific sections of the permit application and asks the Project Lead to invite the department staff responsible for the review of those sections to participate in the design and configuration of the application sections for which they are responsible. As each section is discussed, the team can determine if you want to keep a specific section, eliminate, or edit the section.

For example, one online work session might address tenting, open flame/cooking, and pyrotechnics. Fire Department representatives would attend this meeting and could either provide in advance their permitting requirements or, during the meeting, Eproval will show them the sections in the prototype application associated with these areas of responsibility.

The group will discuss their business requirements, challenges and benchmark their current application questions against the prototype application and samples in our library. Once any changes to content in the prototype is agreed upon, Eproval will configure the section(s) of the permit application and send pdf printout of each screen. Fire Department representatives can begin testing their section(s) of the permit application and request additional changes by marking up the pdfs provided by Eproval. Eproval typically makes the requested changes within 24-28 hours and notifies the team the changes have been made so they can be reviewed. Due to the complete nature of the prototype and our extensive Eproval Library, a department does not need to have all their permit application information updated before participating in an online work session.

The iterative process described in the previous paragraph takes place for each section of the permit application with modifications to previously configured sections ongoing. In this manner, Eproval can demonstrate weekly progress while facilitating the smooth and rapid transition from a paper-driven process to an online platform.

When two application types are being configured, Eproval recommends beginning with the special event permit application porotype. Once configuration of the special event permit application Is completed, the Customer Success Team will work with the team to configure the commercial filming permit application and any add-on modules, reports, or the eCommerce tool to meet the City of Bentonville's requirements.

PHASE 4. FINAL TESTING

The Customer Success Team encourages each stakeholder involved in the permit application review process to test their specific areas of responsibility as the configuration process proceeds. Therefore, by the time the Design and Configuration phase is completed, individual sections of the application should have been tested and approved by each stakeholder. Additionally, this sets the foundation for training as reviewers begin to become familiar with the system during testing.

The completed application(s) should then be fully tested by internal staff. Many of our clients ask "Power User" applicants to also test the system. Similar to Design and Configuration, Testing is an iterative process and Eproval will make changes as the needs are identified.

PHASE 5. TRAINING

Eproval provides four levels of training to ensure a complete understanding of the system and to facilitate broad acceptance of the new online process.

A. ADMINISTRATOR TRAINING

To ensure a complete understanding of the agency's platform, the administrator will receive training for use of the entire system, including all relevant licensed modules, via a train the trainer approach. Due to the structure of the design and configuration process, we have found administrators usually have a sound understanding of the system and its basic functionality at the onset of training.

As part of the administrator's training, Eproval will provide access to a configuration console designed to enable an agency to control 80% of the platform settings including: adding and deleting users, coordinating agencies, setting up steps and workflows, managing content, enabling notifications, configuring calendar settings, and managing billing requirements.

Based on our experience with other Eproval clients, this training process will equip the administrator with sufficient knowledge and understanding of the system to train additional team members in their respective roles and responsibilities as new members join the agency team over time. Once the system goes live, Knowledge Based Learning and Eproval staff are always available.

B. REVIEWER/DEPARTMENT STAKEHOLDER TRAINING

The Customer Success Team will work with the Project Lead to schedule one or more online group trainings for reviewers and additional department stakeholders (e.g., the supervisor of a reviewer) to ensure they are familiar with the system prior to going live. Due to the intuitive nature of the system, Eproval has found reviewer and stakeholder training and acceptance to be rapid.

The training will focus on the primary elements of the system such as:

- Understanding the Reviewer dashboard
- Using the reviewing and approval process
- Requesting additional information from an applicant
- Forwarding information internally/adding a colleague to the workflow
- Communicating internally to other departments without displaying to the Applicant

Many cities choose to add internal training for areas such as:

- Expectations for timely reviews
- Review roles and responsibilities
- Communications procedures to facilitate problem resolution

C. APPLICANT TRAINING

Some agencies ask Eproval to lead a training session for applicants. Such a session is usually delivered in a "Town Hall" session. Some agencies invite "Power Users" while others invite all applicants. The training focuses on supporting the applicant's understanding and acceptance of the system.

- How to complete an application
- Understanding the workflow and review process
- Using the commenting system to communicate directly with Reviewers
- Managing the Applicant dashboard
- Duplicating event applications
- Using the invoicing and payment portal (if the module is licensed)

D. REFRESHER/NEW HIRE TRAINING

Eproval maintains an ongoing relationship with the administrator. Working together, we can identify areas where reviewers may benefit from a focused refresher training. We also provide detailed training for new administrators to ensure they have a full understanding of the functionality of the system.

PHASE 6. ONGOING CUSTOMER SUPPORT

The Eproval team is available round the clock to address technical issues via online and call-in technical support. Our goal is to achieve a resolution for non-complex requests within a 24-hour period and to provide our clients with accurate information regarding more complex problem resolution. Knowledge based learning and a help desk website is also available to access by users at any given time. We also, know once a client goes live, they may want to change elements of the permit application(s) to provide additional clarity, gain more information or to comply

with new codes and policies. Eproval will make these configuration changes whenever they are needed—even months after going live. Finally, to ensure customer success, Eproval recommends quarterly joint discussions to address any customer questions or concerns and to assist with knowledge transfer and training on newly released features and functionality.

Attachment A. Eproval Supports Special Event and Film Permitting IT Business Requirements

Attachment B. Eproval Modules and eCommerce Tools Use Cases

Attachment C. Eproval Implementation Schedule

Eproval is the leading software platform used by public agencies for special event, film and other complex permitting processes. This document provides sample IT system requirements based on our experience working with public agencies and is intended only as a resource as you navigate your unique business needs.

Special Event and Film Permitting System IT Business Case

OVERVIEW

Processing special event permit and film permit applications requires a unique combination of dynamic and complex workflows, iterative communication processes, inter-departmental/agency coordination, document, and financial management. Ideally, a software solution would streamline the permitting process by automatically generating a permit application and associated workflow based on the unique elements of each event.

The system should include the ability to easily monitor the status of applications and action items through the use of applicant, reviewer and administrator dashboards to support streamlining and permitting efficiency throughout the process. Automatically generated reports that illustrate reviewer status, compile the history of the application, and consolidate communications are required to enhance the customer experience and improve cross departmental/agency coordination.

Detailed requirements for special event and film permitting software are listed in the table below.

Special Event and Film Permitting System	Eproval Out of the Box Ability to Configure for Your Needs
Online form with conditional logic	**AUTOMATICALLY GENERATES A DYNAMIC WORKFLOW UNIQUE TO EACH APPLICATION** • Based on a series of yes/no questions, the system creates a unique and dynamic workflow for each permit application with conditional logic to address the applicant type, event category, location, components, and activities proposed in the application. • For example, if an applicant responds that they plan to have stages, food sales, tents, sound equipment, alcohol sales, those specific sections of the permit application are generated with the specific permit questions and requirements.

Special Event and Film Permitting System	Eproval Out of the Box Ability to Configure for Your Needs
Digital workflow after submission for staff members to review and comment on application	**AUTOMATICALLY ASSOCIATES A REVIEWER OR GROUP OF REVIEWERS TO THE SPECIFIC WORKFLOW WITHIN THE PERMIT APPLICATION THEY SHOULD REVIEW.** • As part of the configuration process, each application question is mapped to one or more reviewers so that a digital workflow is created for each reviewer. • For example, if the applicant plans to serve alcohol in a fenced beer garden, the reviewers representing Police (security plan and staffing for use of alcohol), Fire (capacity; exiting) and State ABC (Alcohol License) would be associated with this specific review responsibility. • Each of these reviewers is able to communicate directly with the applicant should more information or additional plans be needed, to add permit language requirements, and approve the specific section of the permit application. • All of the review communication and action with an applicant is transparent and viewable by other application reviewers. • Additional reviewers can be added by the Administrator to an application in process in instances where a component, activity or location is modified after the review process has been initiated.
Event Organizer and Film Producer need ability to update their submitted application and re-submit it.	**SUPPORTS AN ITERATIVE REVIEW PROCESS.** • Each application workflow is designed to accommodate modifications to event plans and additions of required documents such as supporting permits, land use authorizations, cost estimates, and insurance certificates at all stages of the review process. • The applicant can update information, and upload documents, permits and other required information throughout the review process. • Reviewers and the applicant have the ability to view the status or completion of each workflow, so all participants know the status of the permit application at all times throughout the review process.
Email notifications for status changes	**AUTOMATICALLY EMAILS APPLICANTS, REVIEWERS AND SYSTEM ADMINISTRATOR WHEN CHANGES ARE MADE TO THE APPLICATION.** • The applicant, reviewers, and administrator can automatically by email when event plans are modified, updated, or approved.

Special Event and Film Permitting System	Eproval Out of the Box Ability to Configure for Your Needs
	• Reviewers and the administrator can use a drop-down option to add email recipients for one-time informational purposes.
Staff approval, application, and issues permit	SUPPORTS FINAL APPLICATION APPROVAL AND PERMIT ISSUANCE. • The administrator has the ability to manage the final permit determination. This may include, approval, placing an application on hold, denial, or another action specific to the needs of the permitting agency. • A final permit can be automatically generated by the system using data from the applications. • Additional terms and conditions, specific requirements and other information can be attached to the final permit.
Accept payment for application and fees	INTEGRATES WITH AGENCY FINANCIAL SOFTWARE FOR A SEAMLESS INVOICING AND PAYMENT SYSTEM. • The system can be integrated with agency financial software in order to create a seamless permitting process while supporting accounting and financial PCI compliance needs of public agencies. • Currently integrated with more than 10 payment providers.
Have a shopping cart model where depending on what user selects in permit application, there are costs associated.	ENABLES END USER TO CREATE A CUSTOMIZED INVOICE WITH PREPOPULATED PERMIT FEES, RATES, AND SERVICES. • The system can use conditional logic to identify specific rates and fees with specific application types. • The system can be prepopulated with unlimited event and permit types, rates, fees, and hours that can be selected through a drop-down option and automatically added to the invoice. • Agency staff can modify rates, fees, and descriptions in real time. • Invoices can be centralized to be issued by the administrator or other identified role and can include all event related costs. Or invoices can be issued by individual reviewing departments throughout the review process or at the conclusion of the event.

Special Event and Film Permitting System	Eproval Out of the Box Ability to Configure for Your Needs
After event, staff can create an invoice and send to organizer. Organizer can pay for it online.	**SUPPORTS INVOICE ISSUANCE AND ONLINE PAYMENTS THROUGHOUT THE PERMITTING PROCESS** • The system can allow reviewers and the administrator to create invoices and accept online payments throughout the permitting process. • For example, an application fee with pre-programmed rates can automatically be generated when an applicant applies. As the review process progresses, departments can issue invoices for specific fees such as a tent permit or alcohol license, once the event takes place, an invoice for onsite traffic control and public safety staffing can be issued.
Reports and dashboards for staff	**INCORPORATES A CUSTOMIZED REPORTS AND DASHBOARDS APPLICANTS, REVIEWERS AND SYSTEM ADMINISTRATOR(S)** • Applicants have a real-time user-friendly interface with 24/7 online access to complete the application, update required additional information, view application status, and contact city/agency reviewers. • The City System Administrator has a real-time user-friendly interface with 24/7 online access to manage the system for first level review of submitted permit applications, placing an application on hold, initiating the review of new applications, and monitoring the progress of applications in the system. • Department/Agency Reviewers have a real-time user-friendly interface with 24/7 online access to review applications, request additional information from applicants, sign-off on specific sections of the permit **INCORPORATES AN ADMINISTRATOR CONSOLE AND DASHBOARD TO MANAGE SYSTEM AND GENERATE REPORTS.** • Following the initial set-up and launch of the application, the City Administrator has configuration permissions to manage and control all users, groups, workflow settings, content changes, calendar updates, payment and invoice items, email settings and permissions • The system supports one or more Administrators with easy to use and intuitive reporting tools, saved reports options, ad hoc queries, and the ability to export all data and fields.

Special Event and Film Permitting System	Eproval Out of the Box Ability to Configure for Your Needs
	• Some of the most commonly used reports include the communication, email and documents reports that show the history of all actions and documents in a centralized log. The reviewer report shows the status of each permit application and the current stage it is in with each reviewer.

Eproval's add-on modules, including our e-commerce invoicing, payment and reporting tool extend the value of the permitting platform. The modules and e-commerce tool are designed to be flexible and customizable to meet your unique business requirements. The modules may be seamlessly added to your platform at any time.

Add-on Modules & eCommerce Tool

Add-on modules and the eCommerce Tool are available a-la-carte at an annual subscription rate of $4,000 per module. The eProfessional and ePremium levels include two modules as part of the annual subscription fee.

CALENDAR

The calendar module supports internal and external facing calendars and can contain different information for each audience. The administrator coordinates with Eproval to identify application status and information fields to be displayed to the viewer. Options to sort by date, event type, or application status, hyper-link to mapping applications and a download to a personal calendar are all included. The administrator can edit information and choose when this information is published. The calendar can be seamlessly added to the client website.

External Use Case

Many clients use the public facing calendar to display applications that have been approved and to provide the public with details about the event or activity. Other clients make information about applications under review available to the public as part of their community notification process.

Public Safety Use Case

Eproval can configure the calendar to show set-up and dismantle days in addition to the event days. Our clients use this feature on their internally facing calendar to ensure public safety officials are informed about impacts to parks and streets before and after an event. Park staff know when to turn off irrigation, fire stations use this information to make re-routing plans, and police officers with daily responsibility for the venue area can ensure set-up and dismantle activities are not taking place outside the permitted dates and times.

Internal Use Case

The internal calendar view may be configured to display the status of all permit applications such as in "draft", "under review" and "approved" mode. This allows the administrator and other reviewers to better manage internal resources. With the ability to see all applications for a particular date, whether in draft, review or approved status, clients can identify anticipated issues, such as public safety staffing needs or equipment limitations. Staff can also follow-up with applicants to answer questions if an application remains in draft mode for an extended period of time.

SCHEDULED NOTIFICATIONS

All levels of Eproval include pre-programmed email notifications designed to notify the applicant, reviewers, and administrator when standard actions take place such as a request for additional information or change in application status. The scheduled notification module allows clients to take their communication model to a higher level. With an unlimited number of email notifications, easy to use configuration tool and smart business logic, clients use Eproval's technology to customize email notifications to automatically reinforce their specific business requirements.

Applicant Use Case

Email notifications may be associated with a specific question or an entire application. Many clients use both features. If information to support a specific application requirement is due a certain number of days prior to the event date and the applicant has not completed the step, an automatic email notification can be generated. For example, if a list of vendors is due 30 days prior to the event date, an email can be automatically generated 40 days prior to the event date, notifying the applicant that the information must be submitted within 10 days.

Administrator Use Case

Administrators use this powerful Eproval module to maintain the cadence of permit submission by creating an email to notify prior year applicants that their application has not been received by a predetermined deadline. Eproval clients have also used this feature to notify all applicants or a category of applicants, such as all parade applicants, about a new requirement, fee, or policy change.

Reviewer Use Case

Eproval clients use the scheduled notification feature to ensure internal reviewers keep the review process moving efficiently and to meet customer service goals. An email can be configured to be sent if a reviewer has not begun a specific task within a certain amount of days of receiving the task or when the event date is within a pre-determined timeframe.

Grant Compliance Use Case

Eproval clients use the powerful workflow and reporting tools on our platform to manage grant application and evaluation processes. Once a grant applicant receives funding; they are often required to provide quarterly or semi-annually reporting. The administrator can use the scheduled notifications module to send email notifications based on grant type or reporting requirements.

TWO-PHASED APPLICATION

Also known as a reservation of space, this module enables our clients to enhance the efficiency of their process through a two-phased process. Instead of completing a long and detailed permit application months prior to an event, when all of the plans may not be complete, in phase one, an applicant completes a brief application that

answers key questions of primary concern to the administrator. The administrator can request additional information or decline the request. Should the administrator determine the event may be held in the requested location, they can accept the request and place the venue on hold. As an immediate second step, or at a time closer to the event date, the administrator can change the status of the hold. The information from the first phase of the application is automatically copied to a special event application and the applicant is notified they must complete the more detailed permit application to initiate the full review process.

Applicant Use Case

Event organizers often consider the event's traditional venue and date to be some of the elements that make their event unique and attract attendees and vendors year after year. For many event organizers, the ability to place a venue on hold as soon as is permissible is critical to the planning and financial success of an event. By securing a date, an event organizer can pursue sponsors, vendors, performers and begin making operational plans that will be required in the permit application. A successful event enhances civic engagement and can generate economic benefits to the community.

Right of Way Management Use Case

Special event organizer seeking a venue compete with other events, construction projects, street paving, sewer projects and additional activities that take place on streets and parks throughout a community. To better manage conflicts in the right-of-way, many of our clients require events to secure a reservation of space well in advance of the event date to better manage and minimize conflicting uses of public property. By reserving an event venue months in advance, the event organizer and public agency staff can work together to resolve any potential conflicts or public safety issues. Solutions may be as easy as plating a construction area before a festival or modifying the timeline for a cement pour to accommodate a large crowd.

Administrator Use Case

When event organizers submit their permit applications before their plans are complete simply to secure the venue, the process frequently results in frustration and wasted resources as reviewers comment on incomplete permit application, request additional information, and become entrenched in a time consuming back and forth with the applicant. By providing the applicant with a reservation of space and allowing the applicant to complete their planning process before submitting the full application, the review process becomes more accurate and efficient.

APPLICANT SURVEY

The applicant survey module is a flexible tool designed to support our client's informational needs following the submission of a permit application. Originally envisioned as a survey sent to an applicant following the conclusion of an event to secure customer service or economic impact information, our clients use this tool in a number of

creative ways ranging from grant application scoring to internal workflows that ensure job responsibilities are completed.

City Initiative Use Case

Securing accurate customer service and economic impact data is an organizational priority for many of our clients. With the applicant survey module, our clients can initiate prescheduled surveys that are sent directly to applicants at any time in the review process. This information can be used by the administrator or flow into larger agency information gathering initiatives.

PERMIT GENERATOR

The Permit Generator module uses data from a permit application and combines it with your boilerplate language to create a pdf permit. Form fields can be added to include special conditions and other one-time statements. The permit can be sent to the applicant and is maintained in an area of the application where the administrator, applicant and reviewers can all easily access the final document.

City Use Case

Providing a format that clearly communicates to the applicant and any onsite city staff such as inspectors and public safety officials which components and activities of an event application have been approved can be complicated. Many Eproval clients use the power of existing data to include a summary table on the front of the permit application that includes each category of the application the applicant requested and whether it was approved or not. This high level summary is easy to view and serves to prevent onsite miscommunication.

eCommerce Invoicing, Payment and Reporting Tool

Eproval's eCommerce invoicing and payment tool is a robust solution that communicates with your agency's financial system, supports a library of unlimited rates and fees with easy drop-down access, and includes reporting features enabling clients to monitor payment status. The tool can be used throughout the application review process and by the administrator or additional reviewers that charge for services. Eproval's powerful reporting tools provided augmented reporting and assessment tools for cost recovery and other analysis. Once invoiced, applicants make payments through the tool which are sent directly to the client's banking system. Designed as a passthrough service, the eCommerce tool does not maintain credit card or cardholder information and has secured certification to integrate with more than a dozen financial entities used by our client agencies. Integration is a one-time separate cost.

Administrator Use Case

Managing invoicing and payment monitoring associated with a special event permit request can be nearly as complicated as the complex review process. There are many points during an application process where fees may be assessed. Administrators can use our ecommerce tool to automatically issue a permit application fee at

the time of submittal. Once the review process is initiated, reviewers or the administrator can invoice the applicant for required fees such as park use, pyrotechnic, vendor, health, or alcohol use permits. After conclusion of an event, final invoices for onsite services can be issued. Some administrators choose to centralize all billing responsibility while others allow specific reviewers to issue invoices. Either way, the administrator can monitor payment status with our easy to use reporting feature.

Reviewer Use Case

As part of the application review process, some reviewers such as police and fire may need to develop onsite staffing and equipment plans with costs that must be charged to the applicant. Our clients use the draft invoice function to create cost estimates for anticipated services including line item descriptions, hours, and rates, with totals for each service. For example, the police reviewer may issue a draft invoice to an applicant listing the required number, rate, and hours for traffic control, officers, command post staff, and equipment. As part of the workflow process, the applicant signs and uploads the draft invoice acknowledging the estimated costs. Once the event is over, the police reviewer can modify the draft and issue an invoice for the actual hours, personnel and equipment used.

Chief Financial Officer Use Case

Due to the extensive number of departments that may be involved in the special event permitting process, the Chief Financial Officer and other budget managers often find it challenging to determine how much money is spent agency-wide to support special events. Some departments such as Parks and Recreation may issue the same permit type for multiple uses (e.g., a park use permit for a birthday party, wedding, or special event), making it labor intensive to identify specific revenue and costs associated with special events. The Eproval solution enables departments to issue invoices to an applicant that are paid directly to agency GL accounting, enabling staff to conduct financial assessments by event, date, type, department, or other desired category.

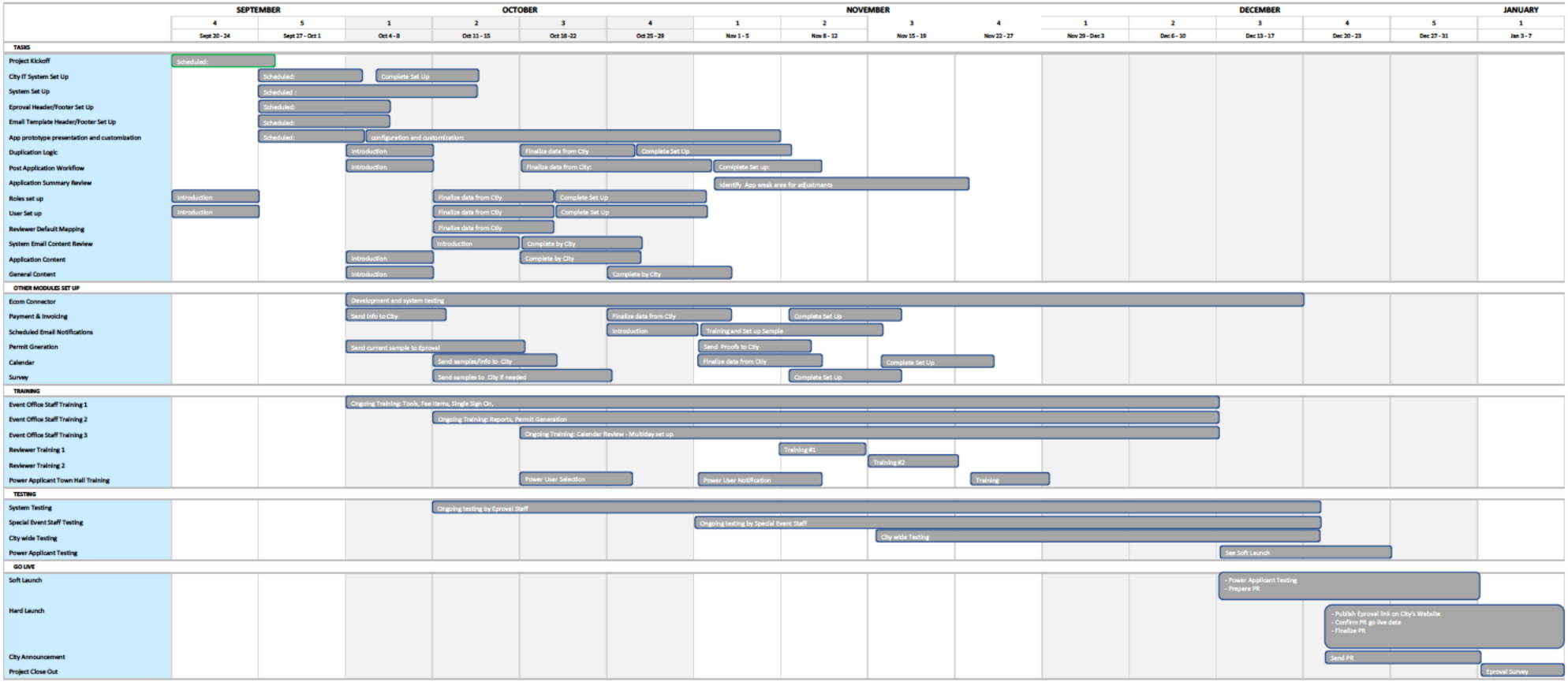
Applicant Use Case

Eproval is designed to provide every applicant with their own dashboard. The dashboard maintains information about current and past permit applications, including copies of previous applications, permits and invoices. Not only does the ecommerce tool consolidates all of the invoices for a particular application, but applicants can also review all invoices they have received from the agency. The ability to view all invoices in a consolidated site helps applicants with their accounting systems. The information can also be used by applicants to gain an understanding of potential costs as they prepare draft budgets for new events or contemplate modifications to existing event plans.

Implementation Sample Schedule

Last updated: September 7, 2021

Not yet started | Information gathering | Set up in process | Completed



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH EVENTS APPROVAL, INC., FOR THE PURCHASE OF SPECIAL EVENT SOFTWARE, IN AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND DOLLARS ($49,000.00); AND FOR OTHER PURPOSES.

WHEREAS, Events Approval Inc. submitted a proposal in response to #RFP-23-68;

WHEREAS, this agreement provides software that will make the special event request and approval process more efficient for both the public and city staff; and

WHEREAS, this is a budgeted item.

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 agreement with Events Approval, Inc., for the purchase of special event software, in an amount not to exceed forty-nine thousand dollars ($49,000.00);

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 _____, 2024.

APPROVED:

ATTEST:

_____
Stephanie Orman, MAYOR

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/10/2024	**Submitted By:**	Jackie Bubenik
Phone:	479.271.5974	**For Department(s):**	Parks and Recreation
Email:	jbubenik@bentonvillear.com		

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:	Resolution Accepting a Walton Family Foundation (WFF) Grant for Bright Road Sidepath
Action Recommendation & Justification:	Resolution and Budget Adjustment authorizing the Mayor enter into a grant agreement with the Walton Family Foundation in the amount of $1,166,965.00 for the construction and construction administration of SW Bright Sidepath. A budget adjustment is needed to accept and allocate grant funds.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 1,166,965.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

105030-33810	Local Grants	$	$ 1,166,965
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-47390	Improv Other than Bldg / Other	$ 1,166,965	$
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):

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From Jackie Bubenik II, Parks and Recreation

Date: April 10, 2024

Re: City Council Acceptance of Walmart Family Foundation Grant for construction and construction administration for the SW Bright Road Trail extension.

Resolution and Budget adjustment authorizing the acceptance of a grant from the Walton Family Foundation, in the amount of $1,166,965.00, for the construction and construction administration of SW Bright Sidepath extension. This project includes construction of multi-use path segments along the east side of the road to connect the existing sidepath at the SE intersection of SW Bright Road and SW Edinburgh Avenue to the existing Little Osage Creek Trail at the NW corner of SW Bright Road and SW Regional Airport Boulevard in Bentonville, Arkansas.

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.271.5974

Attachments:
Location Map
Grant Letter
Request Form

David and Jackie,

Good news! The City of Bentonville's application for two-year grant of $1,166,965 to support construction of the Bright Road Sidepath is approved.

The approval is not 100% official or for publication until we received the signed grant agreement back from you. That letter will be issued as a DRAFT in the next few business days via email for addition to the next appropriate City Council meeting. Please review it carefully, and let me know if you have any questions. **What is the material deadline to hit the next council meeting?**

While certainly not required, should you wish to publicize the grant (e.g. via press release or other announcement), we are happy to connect you with our communications team to review any release or provide guidance on preferred foundation recognition details, as well as be a resource for all things communication throughout the course of the grant.

Thank you for all your hard work throughout the application process and the continued good work you are doing in our community. It has been a joy to collaborate with you. We are proud to be involved in this worthwhile project.

Sincerely,
Meredith

Meredith Bergstrom, AICP
(she/her)
Sr. Program Officer
Walton Family Foundation

[redacted]

www.waltonfamilyfoundation.org

WALTON FAMILY
FOUNDATION

April 05, 2024

Stephanie Orman
City of Bentonville
305 SW A Street
Bentonville, AR, 72712

RE: Grant 00110682

Dear Stephanie,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of $1,166,965.00 to construct the Bright Road Sidepath. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Stephanie Cornell
Executive Director

Grant Agreement

April 05, 2024

Grant 00110682

The Walton Family Foundation, Inc. (“Foundation” or “WFF”) has approved a grant in the amount of $1,166,965.00 to City of Bentonville (“Grantee” or “City”). The project term will be April 22, 2024 to February 03, 2025. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to construct the Bright Road Sidepath, a new ~1 mile, 10-foot wide concrete bicycle and pedestrian sidepath located on the east side of SW Bright Road as more fully described in Appendix A. Grantee agrees to use all grant funds exclusively for the grant’s purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: $1,166,965.00 USD**

   Grant payment will be made as follows:

Installment	Amount	Requirement	Date
1	$1,166,965.00	Signed Grant Agreement	April 2024

3. **Payable:** This grant payment shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.

4. **Accounting:**
   a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term “grant funds” includes the grant and any income earned thereon.
   b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee’s reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter (“Maintenance Period”). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee’s compliance with the terms of the grant).

Report Type	Report Date
Final Report	February 03, 2025

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00110682 on all communication.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
    a. Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code" or "IRC") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
    b. In no event will Grantee use any grant funds:
        i. to carry on propaganda, or otherwise to attempt, to influence legislation;
        ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
        iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
    c. Grantee will comply with all applicable laws and regulations.
    d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
        i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
        ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.

7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
    a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
    b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;

c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
d. Grantee does not use funds for the purpose of this grant;
e. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
f. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
g. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
h. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

   The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type

of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00110682 in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing is not completed by April 19, 2024 the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Stephanie Cornell
Executive Director

City of Bentonville

By:

Stephanie Orman
Mayor

Appendix A: City of Bentonville

Description of Grant Project: The purpose of this grant is to construct the Bright Road Sidepath, a new ~1 mile, 10-foot-wide concrete bicycle and pedestrian sidepath located on the east side of SW Bright Road.

The sidepath will replace existing sidewalks along its route which are narrow and in poor condition. The north end of the sidepath connects to the SW Bright Road trail on the north side of SW Regional Airport Road. It will travel south to SW Edinburgh Ave where it will connect to the existing sidepath there. This new active transportation infrastructure will connect ~12,000 residents within 1 mile from Creekside Park and an elementary school on the north end of the corridor to three school sites on the south end of the corridor and represent an important linkage that is currently missing from the trail network in Bentonville.

Performance Measures

Goal: Create a safe bicycle and pedestrian connection between three schools and Creekside Park in Bentonville along Bright Road.			
Outputs And Outcomes			
Category	**Who will do what and how much?**	**By when?**	**Measured or evaluated by?**
Output	The City of Bentonville, through an agreement with a qualified contractor, will complete construction of approximately 3,400 linear feet of 10' wide multi-use paved trail that conforms to uniform design and construction standards.	05/13/2024	Inspection/Site Visits by City Parks and Engineering Staff
Output	The grantee will actively promote the new trail completion with partners using social and print media, making at least three posts on City media platforms.	09/01/2024	Report on media promotions
Outcome	Average monthly usage on the newly constructed Bright Road Sidepath will exceed the current usage on the existing sidewalk as measured by electronic trail counters.	11/01/2024	Electronic trail counter data
Outcome	The number of students who walk or bike to the three schools in the vicinity of the newly constructed Bright Road Sidepath (Osage Creek Elementary School, Bright Field Middle School, and Fulbright Junior High Schools) will increase post-construction.	02/03/2025	Bentonville School District survey data

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT, WITH THE WALTON FAMILY FOUNDATION, FOR ONE MILLION ONE HUNDRED SIXTY-SIX THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS ($1,166,965.00); ADJUSTING THE 2024 BUDGET TO RECOGNIZE GRANT FUNDS IN THAT AMOUNT INTO ACCOUNT #105030-33810 LOCAL GRANTS; APPROPRIATING THE SAME INTO ACCOUNT #105030-47390 IMPROVEMENTS OTHER THAN BLDG/OTHER; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville will receive one million one hundred sixty-six thousand nine hundred sixty-five dollars ($1,166,965.00), from the Walton Family Foundation for the construction and construction administration of the SW Bright Road Sidepath Project; and

WHEREAS, there is no matching provision in this grant.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Walton Family Foundation in which the City will receive one million one hundred sixty-six thousand nine hundred sixty-five dollars ($1,166,965.00) in grant funds for the SW Bright Road Sidepath Project;

Section 2: The 2024 Budget is hereby adjusted to recognize said grant funds into Account #105030-33810 Local Grants;

Section 3: The 2024 Budget is further adjusted to appropriate the same into Account #105030-47390 Improvements Other than Buildings/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 this _____ day of _____, 2024.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/10/2024	**Submitted By:**	Jackie Bubenik
Phone:	479.271.5974	**For Department(s):**	Parks and Recreation
Email:	jbubenik@bentonvillear.com		

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:	Resolution to Enter into an Agreement with CEI for Construction Administration Services
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI in the amount of $80,000.00, for construction observation and administration services for the Bright Road Sidepath Trail. This firm was selected following the City's Purchasing Policy for professional services. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This project is funded through a Walton Family Foundation grant previously approved by City Council.
Amount for Approval:	$ 80,000.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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
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):

Funds paid for by Grant from Walton Family Foundation

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From Jackie Bubenik II, Parks and Recreation

Date: April 10, 2024

Re: City Council Resolution authorizing the Mayor to enter into an agreement with CEI for construction administration services in the amount of $80,000 for the SW Bright Road sidepath improvements.

CEI will provide construction observation and administration services as needed by the City of Bentonville. Such services may include but are not limited to pre-construction meetings with governmental entities or project team, reviewing contractor submittals, responding to contractor requests for information, construction observation as requested or required by the municipality, project record drawings, and final project site closeout as may be required.

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.271.5974

Attachments:

CEI Proposal
Request Form

CEI
Solutions for Land and Life

3108 SW Regency Parkway
Bentonville, AR 72712 / (479) 273-9472
CEI Contact: Carter Smith – cartersmith@ceieng.com

I. PROJECT DESCRIPTION

We appreciate the opportunity to submit this proposal for the Bright Road Sidepath Construction Administration and Observation. This approximately ±5,300 linear feet of 10' concrete sidepath will be located on the East side of SW Bright Road and will replace existing sidewalks along its route. The north end of the sidepath will connect to a future SW Bright Road trail on the north side of SW Regional Airport Road. It will travel south to SW Edinburgh Ave where it will connect to the existing sidepath on the south side of SW Edinburgh Ave. Two crossings from the neighborhood to the east at SW Mesquite Ave and SW Farringdon Ave will be included in the design.

II. SCOPE OF BASIC SERVICES

A. Construction Administration / Construction Observation

CEI is available as needed by Client to provide limited construction administration during the construction phase of this project. Said services, which may also include Client-directed plan changes or other revisions, shall commence upon final approval by the jurisdictional authorities of the permitting review process. Required site observation for this project by the municipality is anticipated to be minimal; the scope of services estimated below may be adjusted for more frequent site visits as requested by Client. Such services may include but are not limited to pre-construction meetings with governmental entities or project team, reviewing contractor submittals, responding to contractor requests for information, construction observation as requested or required by the municipality, project record drawings, and final project site closeout as may be required.

Construction staking and as-built surveys are not included in this proposal, but those services are available to the Owner or Contractor upon request as an additional service.

The Fee below also includes As-Built survey for delivery to the City and DOT upon final completion.

Construction Administration fees are charged only for services related to contractor support, such as responses to Requests for Information (RFIs) or coordination of services such as testing or municipal inspections, services or revisions as requested by Client, or as required for jurisdictional acceptance. Fee estimate above is based on an assumed construction duration of 5 months, or 19 5-day weeks and includes 150 hours of Project Manager, 40 hours of Project Engineer, 192 hours of Construction Observer (assumed 2hr per working day), and miscellaneous administration expenses. Should requested Construction Administration services exceed estimated fees, such additional services shall be invoiced at the standard hourly rates as detailed in Section VI below. Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be $200 to be invoiced in accordance with Section VI below.

Fees, hourly not to exceed ..... $ 80,000.00

Total Fees **..... $ 80,000.00**

III. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. A credit limit has been established for Client on this specific project and timely payments are required in order to avoid a cessation of work. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Project Documents

Client shall provide the following:

1. None

C. Lien Releases

If the Client requests lien releases, the Client shall be responsible for the administrative costs, associated with processing lien releases at a rate of $100.00 per release.

D. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of $1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

IV. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the follow services:
  - Geotechnical investigation/report
  - Environmental studies/report (e.g. Phase I & II ESAs)
  - Traffic study/report
  - Water flow test/distribution report
  - Historical and archeological studies
  - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.)
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Preparation of a drainage study/report
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc.
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site

- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians *(design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects)*
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Preparation of opinions of probable construction costs (OPCs)
- Bidding assistance and construction contract negotiations
- Construction contract administration, management, and observation services (e.g. reviewing contractor requests for payment, answering RFI's, reviewing shop submittals, etc.)
- Construction staking
- As-built survey/preparation of final record drawings

Boundary Issues
Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

V. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

ARKANSAS (04-01-23)	
Officer / Branch Manager	$ 235.00
Department Manager	$ 205.00
Client Sector Leader	$ 195.00
Senior Project Manager	$ 195.00
Program Manager	$ 185.00
Project Manager	$ 175.00
Assistant Project Manager	$ 140.00
Senior Project Engineer	$ 185.00
Project Engineer	$ 165.00
Assistant Project Engineer	$ 135.00
Civil Designer	$ 125.00
Registered Landscape Architect	$ 160.00
Lead Landscape Designer	$ 130.00
Landscape Designer	$ 125.00
Registered Land Surveyor	$ 165.00
Assistant Project Surveyor	$ 130.00
Survey Project Manager	$ 160.00
Assistant Survey Project Manager	$ 130.00
Sr. Survey Party Chief	$ 115.00
Survey Party Chief	$ 95.00
Survey Technician	$ 105.00
Field Specialist	$ 85.00
Senior Project Designer	$ 150.00
Project Designer	$ 130.00
CAD Designer	$ 105.00
CAD Technician	$ 90.00

Construction Observer	$ 110.00
Land Acquisition Agent	$ 130.00
Project Coordinator	$ 120.00
Program Assistant	$ 90.00
Administrative Assistant	$ 75.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

REVENUE RECOGNITION
The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of completeness or in whole are considered earned by CEI in its performance obligation to Client as prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred, and progressively billed. Further, at time of received payment by Client, Client acknowledges its possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

VI. CREDIT POLICY

Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

VII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE
Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar professionals currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any Utility services: or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS
All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain

copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:
Worker's compensation of a form and in an amount as required by law and employer's liability insurance of $1,000,000.
Comprehensive general liability with limits of $4,000,000 ($2,000,000 per occurrence), and automotive liability insurance with limits of $1,000,000 combined single limit.
Excess liability umbrella insurance of $5,000,000.
Professional liability insurance with a limit of $2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client shall pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

WAIVER OF CONSEQUENTIAL DAMAGES

Client hereby irrevocably and unconditionally waives, to the maximum extent allowed by law, any right to claim or recover any special, exemplary, indirect or consequential damage in any legal action or proceeding in respect of this contract unless otherwise stipulated herein.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY
Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION
During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS
Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

AMENDMENTS
The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

PROJECT DELAY
Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS
CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION
Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

Termination or suspension of contract shall exist when services conducted and provided by CEI to the date of termination are paid by Client and shall be deemed nonrefundable, at which time, control of said provided services will be transferred to Client with no further obligation of CEI.

PROVIDED DATA
Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omissions due to its use.

SITE SAFETY OR CONTROL
In no form or fashion shall it be implied or assumed, unless expressively written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontractors regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the Client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, Client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind Contracting Entity	Print Name	Title	Date
[redacted]	Brent L. Massey	VP of Operations	11/22/2023
Signature, CEI Engineering Associates, Inc.	Print Name	Title	Date

CITY OF BENTONVILLE PURCHASING OFFICE

2024 Annual SOQ Evaluation Results

Project: 2024 SW Bright Road Construction Administration

SELECTION COMMITTEE MEMBERS	FIRMS SELECTED FOR EVALUATION		
	Ecological Design Group	CEI Engineering Associates	Crafton Tull
David Wright	31	34	31
Wade Tomlinson	34	37	33
Jackie Bubenik	33	35	31
TOTAL (auto calc)	**98**	**106**	**95**

SCORE SUMMARY		TOP 3 RATED FIRMS	
Ecological Design Group	98	1)	CEI Engineering Associates
CEI Engineering Associates	106	2)	Ecological Design Group
Crafton Tull	95	3)	Crafton Tull

Results Tabulated On: April 18, 2024

Evaluation Committee Meeting: Not held for tabulation; will be conducted if necessary.

Notes:

purchasing@bentonvillear.com - (479) 271-3115 - www.bentonvillear.com

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CEI ENGINEERING ASSOCIATES INC., IN THE AMOUNT OF EIGHTY THOUSAND DOLLARS ($80,000.00), FOR THE CONSTRUCTION OBSERVATION AND ADMINISTRATION SERVICES OF THE SW BRIGHT ROAD SIDEPATH; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville previously approved the grant agreement with Walton Family Foundation for the construction and construction administration of the SW Bright Road Sidepath Project;

WHEREAS, the City of Bentonville requests to enter into an agreement with CEI Engineering Associates Inc. for the construction observation and administration services of the SW Bright Road Sidepath Project; and

WHEREAS, there is no matching provision.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into an agreement, in the amount of eighty thousand dollars ($80,000.00), with CEI Engineering Associates Inc. for the construction observation and administration services of the SW Bright Road Sidepath Project;

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 _____, 2024.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/10/2024	**Submitted By:**	Jackie Bubenik
Phone:	479.271.5974	**For Department(s):**	Parks and Recreation
Email:	jbubenik@bentonvillear.com		

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:	Resolution Authorizing Bid Award IFB-24-23 for Bright Road Sidepath Trail
Action Recommendation & Justification:	Bid Award of IFB-24-23 to 81 Construction, for a total project award of $1,002,038.70, for construction of the SW Bright Road Sidepath. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	81 Construction is the lowest bidder for IFB-24-23. The total cost includes a 15% project contingency of $130,700.70. This project is funded by a WFF grant previously accepted by City Council.
Amount for Approval:	$ 1,002,038.70

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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
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):

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From Jackie Bubenik II, Parks and Recreation

Date: April 10, 2024

Re: City Council Resolution accepting a bid from 81 Construction for the Bright Road Sidepath, in amount of $1,002,038.70.

The Public Improvement Project for the SW Bright Road Sidepath will include the construction of multi-use path segments along the east side of the road to connect the existing sidepath at the SE intersection of SW Bright Road and SW Edinburgh Avenue to the existing Little Osage Creek Trail at the NW corner of SW Bright Road and SW Regional Airport Boulevard in Bentonville, Arkansas. In total, the Project will include the construction of approximately 3,400 linear feet of 10' concrete multi-use path and the associated curb ramp, crosswalk, and driveway improvements. A portion of this sidepath crosses existing drainage structures south of SW Pine Avenue that will require modification to accommodate the 10' wide concrete.

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.271.5974

Attachments:
Location Map
Request Form
Bid Tab

BID TABULATION
SW Bright Road Side Path
City of Bentonville, Arkansas
Bids Received Wednesday, March 6, 2024

IFB-24-23 SW BRIGHT ROAD SIDE PATH				NEC, INC.		BENCHMARK CONSTRUCTION		MILESTONE CONSTRUCTION		DEAN CROWDER CONSTRUCTION		81 CONSTRUCTION	
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization, Staking, Bonding, & Insurance	LS	1	$ 48,374.00	$ 48,374.00	$ 31,999.89	$ 31,999.89	$ 84,679.97	$ 84,679.97	$ 18,485.50	$ 18,485.50	$ 40,000.00	$ 40,000.00
2	Remove Striping	LF	100	$ 1.00	$ 100.00	$ 1.31	$ 131.00	$ 1.27	$ 127.00	$ 110.00	$ 11,000.00	$ 26.00	$ 2,600.00
3	Remove Curb and Gutter	LF	450	$ 22.00	$ 9,900.00	$ 14.09	$ 6,340.50	$ 26.39	$ 11,875.50	$ 18.96	$ 8,532.00	$ 14.00	$ 6,300.00
4	Remove and Disposal Concrete	SY	70	$ 34.00	$ 2,380.00	$ 23.57	$ 1,649.90	$ 23.59	$ 1,651.30	$ 12.25	$ 857.50	$ 27.00	$ 1,890.00
5	Remove and Disposal Concrete Sidewalk	SY	2,030	$ 10.50	$ 21,315.00	$ 9.74	$ 19,772.20	$ 15.86	$ 32,195.80	$ 50.29	$ 102,088.70	$ 27.00	$ 54,810.00
6	Remove and Disposal Asphalt Driveway	SY	34	$ 38.50	$ 1,309.00	$ 50.88	$ 1,729.92	$ 25.03	$ 851.02	$ 37.53	$ 1,276.02	$ 30.00	$ 1,020.00
7	Remove Gravel	SY	95	$ 22.50	$ 2,137.50	$ 12.32	$ 1,170.40	$ 10.29	$ 977.55	$ 11.69	$ 1,110.55	$ 20.00	$ 1,900.00
8	Sawcut 2' Concrete Concrete Arch Culvert (46"W x 26"T)	LF	12	$ 408.50	$ 4,902.00	$ 113.33	$ 1,359.96	$ 95.25	$ 1,143.00	$ 550.00	$ 6,600.00	$ 200.00	$ 2,400.00
9	Remove Culvert, Headwall, Wingwalls, and Apron	SF	324	$ 13.50	$ 4,374.00	$ 58.30	$ 18,889.20	$ 45.47	$ 14,732.28	$ 45.43	$ 14,719.32	$ 40.00	$ 12,960.00
10	Remove Handrail	LF	60	$ 56.00	$ 3,360.00	$ 6.50	$ 390.00	$ 14.39	$ 863.40	$ 9.17	$ 550.20	$ 12.00	$ 720.00
11	Remove Fence	LF	7	$ 140.00	$ 980.00	$ 25.71	$ 179.97	$ 70.76	$ 495.32	$ 78.57	$ 549.99	$ 50.00	$ 350.00
12	Remove Hydrant and Valve	EA	1	$ 5,351.00	$ 5,351.00	$ 9,170.00	$ 9,170.00	$ 5,461.00	$ 5,461.00	$ 2,438.59	$ 2,438.59	$ 4,500.00	$ 4,500.00
13	Remove Tree	EA	3	$ 2,475.00	$ 7,425.00	$ 646.67	$ 1,940.01	$ 374.65	$ 1,123.95	$ 531.66	$ 1,594.98	$ 500.00	$ 1,500.00
14	Clearing and Grubbing	LS	1	$ 43,329.00	$ 43,329.00	$ 71,660.00	$ 71,660.00	$ 83,476.47	$ 83,476.47	$ 19,789.00	$ 19,789.00	$ 50,000.00	$ 50,000.00
15	Relocate Stop Sign	EA	1	$ 321.50	$ 321.50	$ 220.00	$ 220.00	$ 666.75	$ 666.75	$ 495.00	$ 495.00	$ 600.00	$ 600.00
16	Relocate Mailbox	EA	1	$ 250.00	$ 250.00	$ 220.00	$ 220.00	$ 666.75	$ 666.75	$ 753.02	$ 753.02	$ 400.00	$ 400.00
17	Relocate Water Meter	EA	2	$ 3,840.00	$ 7,680.00	$ 1,965.00	$ 3,930.00	$ 2,393.95	$ 4,787.90	$ 760.86	$ 1,521.72	$ 2,000.00	$ 4,000.00
18	Relocate Light Pole	EA	1	$ 12,214.00	$ 12,214.00	$ 2,620.00	$ 2,620.00	$ 1,210.00	$ 1,210.00	$ 5,720.00	$ 5,720.00	$ 2,000.00	$ 2,000.00
19	Relocate Transformer	EA	1	$ 24,426.00	$ 24,426.00	$ 1,570.00	$ 1,570.00	$ -	$ -	$ 2,750.00	$ 2,750.00	$ 1.00	$ 1.00
20	Relocate Gas Meter	EA	2	$ 12,214.00	$ 24,428.00	$ 1,550.00	$ 3,100.00	$ 3,175.00	$ 6,350.00	$ 3,080.00	$ 6,160.00	$ 3,000.00	$ 6,000.00
21	Erosion Control Maintenance	LS	1	$ 7,016.00	$ 7,016.00	$ 3,930.00	$ 3,930.00	$ 3,175.00	$ 3,175.00	$ 8,250.00	$ 8,250.00	$ 10,000.00	$ 10,000.00
22	Temporary Concrete Washout	LS	1	$ 1,142.00	$ 1,142.00	$ 1,965.00	$ 1,965.00	$ 817.79	$ 817.79	$ 6,380.00	$ 6,380.00	$ 2,000.00	$ 2,000.00
23	Temporary Stone Construction Entrance	EA	2	$ 2,447.00	$ 4,894.00	$ 5,240.00	$ 10,480.00	$ 5,441.95	$ 10,883.90	$ 4,023.25	$ 8,046.50	$ 2,500.00	$ 5,000.00
24	Straw Wattle	LF	4,480	$ 5.00	$ 22,400.00	$ 3.93	$ 17,606.40	$ 6.54	$ 29,299.20	$ 3.53	$ 15,814.40	$ 3.50	$ 15,680.00
25	Rock Check Dam	EA	6	$ 1,338.00	$ 8,028.00	$ 917.00	$ 5,502.00	$ 561.98	$ 3,371.88	$ 1,049.13	$ 6,294.78	$ 800.00	$ 4,800.00
26	Big Red	LF	580	$ 25.00	$ 14,500.00	$ 9.17	$ 5,318.60	$ 20.58	$ 11,936.40	$ 30.76	$ 17,840.80	$ 15.00	$ 8,700.00
27	Tree Protection	LF	530	$ 15.50	$ 8,215.00	$ 4.59	$ 2,432.70	$ 7.17	$ 3,800.10	$ 30.65	$ 16,244.50	$ 8.10	$ 4,293.00
28	Rectangular Rapid Flash Beacon (RRFB) System	EA	4	$ 27,480.00	$ 109,920.00	$ 15,645.33	$ 62,581.32	$ 15,168.56	$ 60,674.24	$ 13,138.13	$ 52,552.52	$ 16,000.00	$ 64,000.00
29	Standard Signage (Under 5 SF Per Sign, 0.100" Thickness)	SF	100	$ 158.00	$ 15,800.00	$ 45.85	$ 4,585.00	$ 370.42	$ 37,042.00	$ 38.50	$ 3,850.00	$ 25.00	$ 2,500.00
30	Sign Pole & Base	EA	12	$ 122.00	$ 1,464.00	$ 131.00	$ 1,572.00	$ 127.00	$ 1,524.00	$ 110.00	$ 1,320.00	$ 500.00	$ 6,000.00
31	4" Solid Yellow Shared Use Trail Striping	LF	610	$ 3.50	$ 2,135.00	$ 3.93	$ 2,397.30	$ 3.81	$ 2,324.10	$ 3.30	$ 2,013.00	$ 2.00	$ 1,220.00
32	4" Dashed Yellow Shared Use Trail Striping	LF	2,900	$ 3.50	$ 10,150.00	$ 3.93	$ 11,397.00	$ 3.81	$ 11,049.00	$ 3.30	$ 9,570.00	$ 2.00	$ 5,800.00

33	Ashpalt Paving	SY	85	$ 82.00	$ 6,970.00	$ 136.74	$ 11,622.90	$ 112.06	$ 9,525.10	$ 412.50	$ 35,062.50	$ 50.00	$ 4,250.00
34	White/Green Thermoplastic 24" Crosswalk Striping (Total Length)	LF	1,064	$ 36.50	$ 38,836.00	$ 39.30	$ 41,815.20	$ 38.10	$ 40,538.40	$ 33.00	$ 35,112.00	$ 40.00	$ 42,560.00
35	White Thermoplastic 12" Crosswalk Striping (Total Length)	LF	55	$ 12.00	$ 660.00	$ 13.10	$ 720.50	$ 12.70	$ 698.50	$ 11.00	$ 605.00	$ 40.00	$ 2,200.00
36	Shared Use Paved Trail Section	SY	3,720	$ 71.50	$ 265,980.00	$ 109.34	$ 406,744.80	$ 83.26	$ 309,727.20	$ 130.27	$ 484,604.40	$ 81.00	$ 301,320.00
37	Concrete Sidewalk	SY	120	$ 131.00	$ 15,720.00	$ 115.27	$ 13,832.40	$ 99.48	$ 11,937.60	$ 161.16	$ 19,339.20	$ 81.00	$ 9,720.00
38	Concrete Headwall, Toewall & Wingwalls	SFF	198	$ 145.50	$ 28,809.00	$ 63.13	$ 12,499.74	$ 29.07	$ 5,755.86	$ 104.72	$ 20,734.56	$ 100.00	$ 19,800.00
39	2' Concrete Arch Culvert (46"W x 26"T)	LF	12	$ 1,233.00	$ 14,796.00	$ 427.34	$ 5,128.08	$ 477.44	$ 5,729.28	$ 1,153.58	$ 13,842.96	$ 500.00	$ 6,000.00
40	Concrete Culvert Inlet Apron	SF	137	$ 32.50	$ 4,452.50	$ 20.76	$ 2,844.12	$ 49.95	$ 6,843.15	$ 120.18	$ 16,464.66	$ 20.00	$ 2,740.00
41	Concrete Culvert Structural Backfill	CY	30	$ 171.50	$ 5,145.00	$ 54.63	$ 1,638.90	$ 57.98	$ 1,739.40	$ 550.00	$ 16,500.00	$ 60.00	$ 1,800.00
42	Type A Concrete Curb and Gutter	LF	200	$ 78.50	$ 15,700.00	$ 55.21	$ 11,042.00	$ 77.47	$ 15,494.00	$ 75.56	$ 15,112.00	$ 30.00	$ 6,000.00
43	Detectable Warning Devices	SF	400	$ 65.00	$ 26,000.00	$ 30.66	$ 12,264.00	$ 49.21	$ 19,684.00	$ 42.22	$ 16,888.00	$ 45.00	$ 18,000.00
44	Stop Bar	LF	100	$ 12.00	$ 1,200.00	$ 13.10	$ 1,310.00	$ 12.70	$ 1,270.00	$ 12.32	$ 1,232.00	$ 25.00	$ 2,500.00
45	Hand Rail	LF	50	$ 230.50	$ 11,525.00	$ 477.03	$ 23,851.50	$ 120.65	$ 6,032.50	$ 182.16	$ 9,108.00	$ 150.00	$ 7,500.00
46	Concrete Driveway	SY	81	$ 149.50	$ 12,109.50	$ 111.45	$ 9,027.45	$ 156.79	$ 12,699.99	$ 170.42	$ 13,804.02	$ 81.00	$ 6,561.00
47	Sod Denuded Areas	SY	2,133	$ 7.00	$ 14,931.00	$ 5.42	$ 11,560.86	$ 5.26	$ 11,219.58	$ 6.00	$ 12,798.00	$ 7.00	$ 14,931.00
48	Tree Root Pruning	EA	1	$ 1,281.00	$ 1,281.00	$ 243.33	$ 243.33	$ 6,858.64	$ 6,858.64	$ 2,710.40	$ 2,710.40	$ 500.00	$ 500.00
49	Topsoil re-grading	SY	2,133	$ 5.50	$ 11,731.50	$ 7.36	$ 15,698.88	$ 7.14	$ 15,229.62	$ 23.76	$ 50,680.08	$ 8.00	$ 17,064.00
51	Excavation and haul-off	CY	1,049	$ 77.50	$ 81,297.50	$ 24.42	$ 25,616.58	$ 57.87	$ 60,705.63	$ 37.13	$ 38,949.37	$ 22.00	$ 23,078.00
50	Adjust Manhole to Finish Grade	EA	2	$ 4,000.00	$ 8,000.00	$ 2,787.03	$ 5,574.06	$ 11,709.40	$ 23,418.80	$ 3,880.22	$ 7,760.44	$ 8,500.00	$ 17,000.00
51	Adjust Pull Box to Finish Grade	EA	1	$ 4,122.00	$ 4,122.00	$ 387.76	$ 387.76	$ 1,587.50	$ 1,587.50	$ 638.00	$ 638.00	$ 810.00	$ 810.00
52	Tracer Wire Port	EA	1	$ 4,758.00	$ 4,758.00	$ 896.70	$ 896.70	$ 1,562.10	$ 1,562.10	$ 584.12	$ 584.12	$ 810.00	$ 810.00
53	New Fire Hydrant and Valve	EA	1	$ 11,332.00	$ 11,332.00	$ 20,955.04	$ 20,955.04	$ 12,979.40	$ 12,979.40	$ 12,005.74	$ 12,005.74	$ 12,250.00	$ 12,250.00
54	Maintenance of Traffic	LS	1	$ 106,968.00	$ 106,968.00	$ 45,065.31	$ 45,065.31	$ 19,431.00	$ 19,431.00	$ 60,502.31	$ 60,502.31	$ 30,000.00	$ 30,000.00
	TOTAL BID PRICE				**$ 1,122,544.00**		**$988,150.38**		**$1,029,899.82**		**$1,240,206.35**		**$871,338.00**
				**Lines 20, 29, & 51 Extended Price and Total Bid Price corrected during Bid Evaluation.*				**Lines 3-7, 9-11, 18, 24-29, 33, 36-41, 43, 46, 49 & 51 Extended Price and Total Bid Price corrected during Bid Evaluation.*		**Lines 3-7, 10, 11, 13, 24, 25, 27, 28, 36, 37, 39, 40, 42, 43, 51, & 50 Extended Price and Total Bid Price corrected during Bid Evaluation.*			

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: IFB-24-23-SW Bright Road Side Path

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and 81 Construction Group, Inc., hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Bid Submission (attached hereto as **Exhibit A**) to the City's formal Invitation for Bid-24-23-SW Bright Road Side Path (attached hereto as **Exhibit B**). The work shall consist of performing the services, including all labor, material, equipment, materials, products and all other items necessary to perform the work, as set forth in this Contract and all attached Exhibits.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be Rome Wesson. The primary contact for the City shall be the City of Bentonville Bike and Pedestrian Planner, Jackie Bubenik, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be six (6) months, commencing on April 9, 2024, and ending on October 9, 2024. The Construction Timeline herein shall govern the days to complete work.

a. Construction Timeline:

1. **Preconstruction Meeting:** The Parties shall meet prior to work beginning to review the Scope of Work.
2. **Work Beginning:** Work shall begin within fourteen (14) days from Notice to Proceed.
3. **Substantial Completion:** Work shall be substantially complete one hundred twenty (120) days from work beginning.
4. **100% Completion:** Work shall be 100% complete within one hundred fifty (150) days from work beginning.

b. Any changes to the Term of this Contract or to the Construction Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

a. Delays. In the event that the work to be completed is delayed or altered by representatives of the City, an allowance of additional days to complete the work shall be agreed to in written communication via contract amendment between the parties.

1. In the event that additional quantities of materials are required, the City will determine if it is necessary to grant Contractor additional days to their allotted time for the completion of the work.
2. Weather delays have been given consideration and shall be in accordance with **Exhibit B**. No additional weather days shall apply unless agreed to by the City's contact, or designee, in writing.

b. Change Orders. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

1. **Owner's (City's) Contingency:** Owner (City) Contingency Funds shall not be used unless pre-approved by City in writing, and in accordance with the 4-b. Change Orders Section of this Contract.

c. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the per unit cost as defined in the Bid Tabulation (attached hereto as **Exhibit C**) of this Contract for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Construction: $871,338.00 (Eight Hundred Seventy-One Thousand, Three Hundred Thirty-Eight and zero cents).

1. The Total Fee for Construction is subject to change based on final quantities.

b. All schedules shall be in accordance with the Exhibits attached hereto.

c. Owner's Contingency: 15% Contingency; $130,700.70 (One hundred thirty thousand seven hundred dollars and seventy cents)

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City the following week, on Thursdays. Payment will only be made for actual work completed and approved by the City's Contact.

a. The Contractor may choose to submit progress invoices (for actual work performed) or one invoice after 100% completion and the Contractor has furnished the one (1) year warranty Bond.

b. All invoices shall include the company name, address, remittance information, and taxes, and shall be in accordance with the Unit Prices in the Bid Tabulation.

c. All invoices shall include IFB-24-23 pertaining to work performed for this contract.

d. Invoices submitted correctly and in accordance with these procedures are paid within thirty (30) days of approved Invoice Submission. Failure to adhere to the invoicing requirements will result in delayed payment.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until

correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

10. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract, except for those originally submitted in their Bid Submission (**EXHIBIT A**), without first obtaining the written approval of the City. The following Subcontractors have been identified by Contractor in their Bid Submission to IFB-24-23:

a. Ronald Concrete

b. Marking System

Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Contract. Any person or firm proposed for

subcontracting services under this Contract will maintain throughout the duration of the Contract, insurance as provided in **Exhibit B**.

12. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in **Exhibit B**, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees or independently contracted workers. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth in **Exhibit B** will result in the direct breach of this Contract and subsequent termination.

13. BONDS. Contractor shall be responsible for providing the following Guarantee Bonds to the City:

a. Performance and Payment: Upon time of signing this Contract, or at a time prior to the City executing this Contract, Contractor shall provide City with original files of an approved Performance Bond, and approved Payment Bond, each in an amount at least equal to the Total Bid Price ($871,338.00), as specified and in accordance with the Bonds Section of **Exhibit B** attached hereto. Said bond shall be conditioned on the full and complete performance of this Contract, the payment of all labor and materials or incidentals as part of the performance of this Contract, and shall guarantee the work performed by Contractor to be free from faulty workmanship or materials for a period of one (1) year after a Notice of Completion is issued by the City to Contractor. The surety on said bond shall be a surety company of financial resources satisfactory to the City, and authorized to do business in the State of Arkansas.

14. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

15. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

16. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

17. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibits attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

18. ENTIRE CONTRACT. This Contract, including all documents and Exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not

be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

19. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

20. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

21. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

22. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

23. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

24. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to **Exhibit B.**

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

[Signature Page Follows]

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this

_____ (month, day, year).

CITY OF BENTONVILLE, ARKANSAS

By: _____

Stephanie Orman, Mayor

By: ____ [redacted] _____

(Signature)

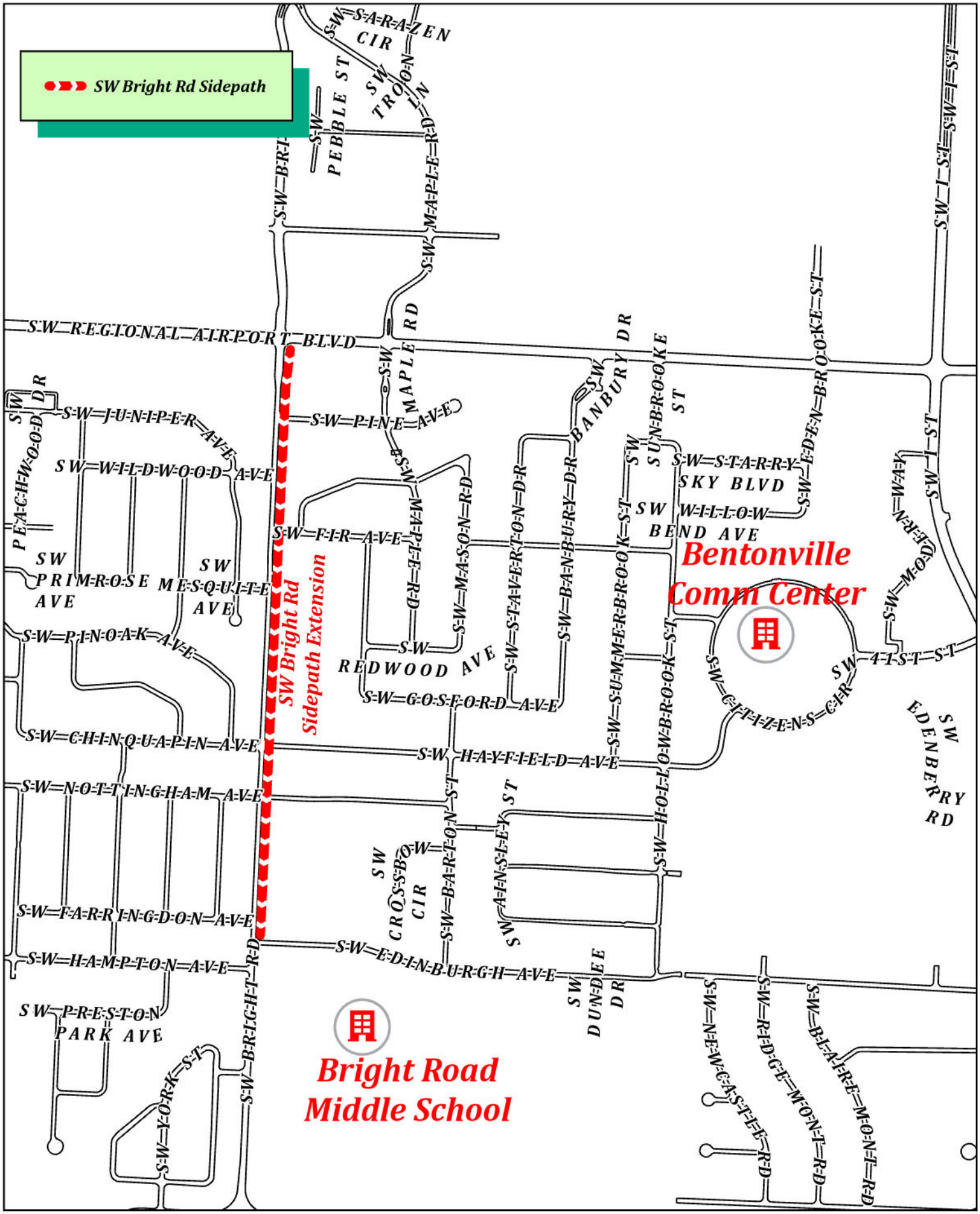
Name (*printed*): Jeremy Wesson

Title: President

81 Construction Group, Inc.

Address: 1556 Shankles Rd

Gentry AR 72734


SW Bright Rd Sidepath
SW Bright Rd Sidepath Extension
Bentonville Comm Center
Bright Road Middle School
SW REGIONAL AIRPORT BLVD
SW MAPLE RD
SW BANBURY DR
SW SUNBROOKE ST
SW STARR SKY BLVD
SW EDENBERRY RD
SW WILLOW BEND AVE
SW REDWOOD AVE
SW GOOSE ORD AVE
SW HAYFIELD AVE
SW HOLLYBROOK ST
SW CHICKASAW CIR
SW ALINSLEY ST
SW CROSSBOW CIR
SW BARTON ST
SW EDINBURGH AVE
SW DUNDEE DR
SW PRESTON PARK AVE
SW FARRINGDON AVE
SW NOTTINGHAM AVE
SW CHIPPENHAM AVE
SW PINOAK AVE
SW PRIMROSE AVE
SW MESQUITE AVE
SW PEACHWOOD DR
SW JUNIPER AVE
SW WILDWOOD AVE
SW PINE AVE
SW PEBBLE ST
SW TROON LN
SW SARAZEN CIR
SW MAPLE PL
SW FIR AVE
SW MASON RD
SW STAVEBRIDGE RD
SW BRIGHT RD
SW YORK ST
SW 41ST ST
SW MOBERLY AVE
SW BLAIR MOUNT RD
SW RIDGEMONT RD
SW WESTGATE LN
SW MISTY MEADOW LN
SW MISTY MEADOW CIR
SW MISTY MEADOW CT
SW MISTY MEADOW PL
SW MISTY MEADOW WAY
SW MISTY MEADOW TER
SW MISTY MEADOW PKWY
SW MISTY MEADOW BLVD
SW MISTY MEADOW ALLEY
SW MISTY MEADOW RD
SW MISTY MEADOW ST
SW MISTY MEADOW AVE
SW MISTY MEADOW DR

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-24-23 TO 81 CONSTRUCTION FOR PROFESSIONAL SERVICES FOR THE SW BRIGHT ROAD SIDEPATH PROJECT, IN A TOTAL AMOUNT OF ONE MILLION TWO THOUSAND THIRTY-EIGHT DOLLARS AND SEVENTY CENTS ($1,002,038.70); AND FOR OTHER PURPOSES.

WHEREAS, 81 Construction is the lowest responsive bidder for bid IFB-24-23 for the construction of the SW Bright Road Sidepath Project;

WHEREAS, this contract is in the amount of eight hundred seventy-one thousand three hundred thirty-eight dollars ($871,338.00), with a 15% project contingency of one hundred thirty thousand seven hundred dollars and seventy cents ($130,700.70), for a total project award of one million two thousand thirty-eight dollars and seventy cents (1,002,038.70).

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 81 Construction, for professional services for the SW Bright Road Sidepath Project, in the total amount of one million two thousand thirty-eight dollars and seventy cents (1,002,038.70);

Section 2: This contract is funded through a previously accepted Walton Family Foundation grant;

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 and APPROVED this _____ day of _____, 2024.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@bentonvillear.com		

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:	Resolution & Budget Adjustment to Purchase Carroll Electric Facilities at 601 Tater Black Road
Action Recommendation & Justification:	The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts at 601 SW Tater Black for $14,254.84 and a budget adjustment to cover the costs. Approved by Utility Board 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	See attached documentation.
Amount for Approval:	$ 14,254.84

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

503010-47310	Improvs Other - Electric	$ 14,254.84	$
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):

Carroll Electric Cooperative Corporation
Reliable | Affordable | Local

800-432-9720
carrollecc.com

April 5, 2024

The Honorable Stephanie Orman
Mayor, City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Sale of Facilities - 601 SW Tater Black Road

Dear Mayor Orman:

We have completed our inventory and appraisal of the cooperative properties for the facilities currently serving one active consumer, per the letter dated March 19, 2024, stating your intent to provide service to this area. For practical purposes, we have designated this cutover project as 601 SW Tater Black Road. Pursuant to Arkansas law and the Mediation Settlement Agreement dated September 13, 2010, the following amounts have been determined as the proper valuation:

Present-day reproduction cost, new, of the properties and facilities being acquired, less depreciation computed on a straight-line basis	$	3,874.78
Cost of construction of necessary facilities to reintegrate the system after detaching the portion to be sold		706.50
Stranded Costs - The book value, net of depreciation, of all properties and facilities not being acquired or portions thereof, which were constructed or purchased in good faith by the electric public utility in order to serve customers in the annexed area		305.99
Administrative, engineering and accounting expenses associated with establishing valuation		758.07
Three hundred fifty-five percent (355%) of gross revenues less gross receipts taxes received for the 12-month period		8,609.50
Demand cost		0
Total	$	14,254.84

A billing statement and tabulations are included for your convenience.

After receipt of payment in full, please contact Mr. Mike Dodge, Vice President of our Bentonville District to coordinate this cutover. All Carroll Electric facilities in the area are included in the above amounts.

Carroll Electric Cooperative is in full agreement of the release of these facilities and accounts to the City of Bentonville and will coordinate the exchange with your personnel in order to cause minimum inconvenience. Please contact me concerning this information should any questions arise.

Sincerely,

Rob Boaz
President, CEO

RB/tg
Enclosures
cc: Mike Dodge, Bentonville District
Derek Thurman, Bentonville District
Travis Matlock, City of Bentonville

Carroll Electric Cooperative Corporation

707 SE Walton Blvd.
PO Box 329
Bentonville, AR 72712

Phone: (479) 273-2421

Statement

Date: April 5, 2024

Bill To: City of Bentonville
305 SW A Street
Bentonville, AR 72712

Date	Type	Description	Amount	Payment	Balance
4/5/2024	Facility Sale	601 SW Tater Black Road	14,254.84		14,254.84
				Total	$ 14,254.84

REMITTANCE	
Customer Name:	City of Bentonville
Customer ID:	
Statement #:	051811
Date:	
Amount Due:	14,254.84
Amount Enclosed:	

Carroll Electric Cooperative Corp.

2024 Facilities Sold to City of Bentonville - "601 SW Tater Black Road"
RET 051811

SUMMARY:

Depreciated Value	$	3,874.78
Reintegration Value	$	706.50
Stranded Costs	$	305.99
Engineering & Accounting	$	758.07
12 months revenue X 355%	$	$8,609.50
Demand Cost	$	-
TOTAL COST	$	14,254.84

Acct Location	Meter No	Member Sep
267813720	91911450	1018205001

601 SW Tater Black Road

Customer Name	Physical Address	Mailing Address	Telephone Number	Meter Number	HPS Light	Type of Light
NOT ACTIVE	601 SW TATER BLACK RD BARN			93204829	No	
HERNANDEZ JOSE	601 SW TATER BLACK RD	601 SW TATER BLACK RD BENTONVILLE AR 72712	[redacted]	91911450	Yes	HPS 250 Watt Light

Carroll Electric Cooperative Corp.

Project: 601 SW Tater Black Road								
Depreciated Value								
	Unit Cost	Total	Total	1	2	3	4	5
Unit	$	Quantity	Cost	1991	1991	2004	2004	2004
Poles				$ -	$ 1,336.36	$ 1,525.18	$ -	$ -
35-4	$ 1,336.36	1	$ 1,336.36		1			
40-4	$ 1,525.18	1	$ 1,525.18			1		
Conductor				$ -	$ 155.80	$ 471.68	$ 22.40	$ 704.00
#4 ACSR	$ 0.95	164	$ 155.80		164			
#1/0 ACSR	$ 1.34	352	$ 471.68			352		
#1/0 URD Triplex	$ 3.20	227	$ 726.40				7	220
OH Pri. Units				$ -	$ 366.31	$ 192.17	$ -	$ -
VA5.1S	$ 173.02	1	$ 173.02		1			
VA5.1	$ 192.17	1	$ 192.17			1		
VA5.3	$ 193.29	1	$ 193.29		1			
OH Misc Units				$ -	$ 908.27	$ 1,505.06	$ -	$ -
E2.1	$ 203.01	2	$ 406.02		1	1		
F2.10	$ 492.38	2	$ 984.76		1	1		
H1.1X	$ 90.01	2	$ 180.02		1	1		
P2.1	$ 122.87	2	$ 245.74		1	1		
M26.70D	$ 596.79	1	$ 596.79			1		
UG Units				$ -	$ -	$ 1,386.03	$ 659.51	$ -
UK5	$ 505.77	1	$ 505.77				1	
UM5	$ 1,386.03	1	$ 1,386.03			1		
UM6.6	$ 153.74	1	$ 153.74				1	
			Project Total					
	Replacement Value		$ 9,232.77	$ -	$ 2,766.74	$ 5,080.12	$ 681.91	$ 704.00
	Depreiciated Value		$ 3,874.78	$ -	$ 549.40	$ 2,612.63	$ 350.70	$ 362.06

Project: 601 SW Tater Black Road
Reintegration Value

Carroll Electric Cooperative Corp.

Unit	Construction Unit Cost	Retirement Unit Cost	Construction WP 1	Construction WP 2	Construction WP 3	Construction WP 4	Construction WP 5	Construction Quantity	Retirement WP 1	Retirement WP 2	Retirement WP 3	Retirement WP 4	Retirement WP 5	Retirement Quantity	Total Cost
Poles															
Conductor															
OH Pri. Units															
VA5.4S	$ 229.14	$ 134.79							1					1	$ 134.79
OH Misc Units															
S1.02	$ 466.80	$ 105.58							1					1	$ 105.58
UG Units															

SUBTOTAL	$ 240.37
TRANSFORMER TESTING & RESTOCKING	$ 344.33
METER REMOVAL & TESTING	$ 121.80
TOTAL	**$ 706.50**

Transformer	Current Value from UPN	Qty	30% Testing & Restocking	Total
10 KVA	$ 615.00		$ 184.50	$ -
15 KVA	$ 1,147.75	1	$ 344.33	$ 344.33
25 KVA	$ 1,429.05		$ 428.72	$ -
UG15	$ 1,670.05		$ 501.02	$ -
UG25	$ 2,000.37		$ 600.11	$ -
			Total	**$ 344.33**

Meter Removal:		**Qty**		
meter CL200 Disconnect	$ 203.00	2	$ 60.90	$ 121.80
meter CL200 Non-Disconnect	$ 126.00		$ 37.80	$ -
meter CL320	$ 263.00		$ 78.90	$ -
			Meter Removal Total	**$ 121.80**

Meters and Xfmr Charging Method

○ Reintegration-Meters and Xfmrs will be removed by CECC

◉ Restock and Test-City will remove and haul back to CECC

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CARROLL ELECTRIC TO PURCHASE FACILITIES AND ACCOUNTS AT 601 TATER BLACK ROAD; ADJUSTING THE 2024 BUDGET IN THE AMOUNT OF FOURTEEN THOUSAND TWO HUNDRED FIFTY-FOUR DOLLARS AND EIGHTY-FOUR CENTS ($14,254.84); AND FOR OTHER PURPOSES.

WHEREAS, the Electric Department requests to enter into agreement to purchase facilities and accounts at 601 Tater Black Road;

WHEREAS, this purchase is being requested to provide service to this area; and

WHEREAS, this agreement will be funded by a budget adjustment from the Utility Fund to Account # 503010-47310 – Improvements/Other - Electric.

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 agreement with Carroll Electric, in the amount of fourteen thousand two hundred fifty-four dollars and eighty-four cents ($14,254.84), to purchase facilities and accounts at 601 Tater Black Road;

Section 2: The 2024 Budget is adjusted to reflect that funds within Account # 503010-47310 Improvements/Other – Electric to be used for this purchase;

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 _____, 2024.

APPROVED:

ATTEST:

_____
STEPHANIE ORMAN, Mayor

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@bentonvillear.com		

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:	Resolution & Budget Adjustment to Purchase Carroll Electric Facilities on Ginn & Brookside Roads
Action Recommendation & Justification:	The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts along Ginn Rd. and Brookside Rd. for $149,905.78 and a budget adjustment to cover the costs. Approved by Utility Board 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	See attached documentation.
Amount for Approval:	$ 149,905.78

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

503010-47310	Improvs Other - Electric	$ 149,905.78	$
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):

Carroll Electric Cooperative Corporation
Reliable | Affordable | Local

800-432-9720
carrollecc.com

April 5, 2024

The Honorable Stephanie Orman
Mayor, City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Sale of Facilities – Ginn to Brookside Road

Dear Mayor Orman:

We have completed our inventory and appraisal of the cooperative properties for the facilities currently serving three consumers in southwest Bentonville, per the letter dated November 16, 2023, stating your intent to provide service to this area. For practical purposes, we have designated this cutover project as Ginn to Brookside Road. Pursuant to Arkansas law and the Mediation Settlement Agreement dated September 13, 2010, the following amounts have been determined as the proper valuation:

Present-day reproduction cost, new, of the properties and facilities being acquired, less depreciation computed on a straight-line basis	$	17,816.00
Cost of construction of necessary facilities to reintegrate the system after detaching the portion to be sold		103,902.63
Stranded Costs - The book value, net of depreciation, of all properties and facilities not being acquired or portions thereof, which were constructed or purchased in good faith by the electric public utility in order to serve customers in the annexed area		2,896.25
Administrative, engineering and accounting expenses associated with establishing valuation		2,148.42
Three hundred fifty-five percent (355%) of gross revenues less gross receipts taxes received for the 12-month period		23,142.48
Demand cost		0
Total	$	149,905.78

A billing statement and tabulations are included for your convenience.

After receipt of payment in full, please contact Mr. Mike Dodge, Vice President of our Bentonville District to coordinate this cutover. All Carroll Electric facilities in the area are included in the above amounts.

Carroll Electric Cooperative is in full agreement of the release of these facilities and accounts to the City of Bentonville and will coordinate the exchange with your personnel in order to cause minimum inconvenience. Please contact me concerning this information should any questions arise.

Sincerely,

Rob Boaz
President, CEO

RB/tg
Enclosures
cc: Mike Dodge, Bentonville District
Derek Thurman, Bentonville District
Travis Matlock, City of Bentonville

Carroll Electric Cooperative Corporation

707 SE Walton Blvd.
PO Box 329
Bentonville, AR 72712

Phone: (479) 273-2421

Statement

Date: April 5, 2024

Bill To: City of Bentonville
305 SW A Street
Bentonville, AR 72712

Date	Type	Description	Amount	Payment	Balance
4/5/2024	Facility Sale	Ginn to Brookside Road	149,905.78		149,905.78
				Total	$ 149,905.78

REMITTANCE	
Customer Name:	City of Bentonville
Customer ID:	
Statement #:	057179
Date:	
Amount Due:	149,905.78
Amount Enclosed:	

Carroll Electric Cooperative Corp.

2024 Facilities Sold to City of Bentonville: Ginn - Brookside
RET 057179

SUMMARY:

Depreciated Value	$	17,816.00
Reintegration Value	$	103,902.63
Stranded Costs	$	2,896.25
Engineering & Accounting	$	2,148.42
12 months revenue X 355%	$	$23,142.48
Demand Cost	$	-
TOTAL COST	$	149,905.78

Acct Location	Meter No	Member Sep
316009241	51948542	9231616002
316009240	51948589	9231616001
316009340	91900666	9490865001

Ginn-Brookside Road

Customer Name	Physical Address	Mailing Address	Telephone Number	Meter Number	HPS Light	Type of Light
Cynthia D Towler or Jessica Horton	3300 GINN RD BARN	3300 GINN RD	[redacted]	51948542		
Cynthia D Towler	3300 GINN RD	3300 GINN RD	[redacted]	51948589	Yes	70 LED Light Dark Skies
MARTIN SHERI	3480 GINN RD	3480 GINN RD	[redacted]	91900666		

Carroll Electric Cooperative Corp.

Project: Ginn - Brookside Depreciated Value																	
	Unit Cost	Total	Total	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Unit	$	Quantity	Cost	1987	2003	2009	2003		2021	2005	1987	2005	2005		1987	1987	1987
Poles				$ 1,525.18	$ 1,336.36	$ 1,181.92	$ -	$ -	$ 1,525.18	$ 1,336.36	$ 1,525.18	$ 1,525.18	$ 1,181.92	$ -	$ 1,336.36	$ 1,336.36	$ 1,525.18
30-5	$ 1,181.92	2	$ 2,363.84			1							1				
35-4	$ 1,336.36	4	$ 5,345.44		1					1					1	1	
40-4	$ 1,525.18	6	$ 9,151.08	1					1		1	1					1
45-3	$ 1,730.28	1	$ 1,730.28														
Conductor				$ 439.74	$ 178.60	$ 279.51	$ 110.88	$ -	$ 1,612.38	$ 481.65	$ 849.30	$ 325.22	$ 173.25	$ -	$ 165.30	$ 837.90	$ 1,017.45
#4 ACSR	$ 0.95	6590	$ 6,260.50		188					507	894				174	882	1071
#2 ACSR	$ 1.01	322	$ 325.22									322					
#1/0 TRIPLEX	$ 2.31	244	$ 563.64			121	48						75				
#4/0 ACSR	$ 1.86	196	$ 364.56	42					154								
#477 ACSR	$ 2.87	588	$ 1,687.56	126					462								
OH Pri. Units				$ 1,084.00	$ 173.02	$ -	$ -	$ -	$ 1,977.75	$ 364.69	$ 1,011.22	$ 192.17	$ -	$ -	$ 364.69	$ 364.69	$ 364.69
VA5.1S	$ 173.02	1	$ 173.02		1												
VA5.1	$ 192.17	1	$ 192.17									1					
VA5.3	$ 193.29	1	$ 193.29								1						
VA5.4S	$ 229.14	2	$ 458.28	2													
VB1.11	$ 364.69	6	$ 2,188.14							1					1	1	1
VB4.1	$ 817.93	1	$ 817.93								1						
VB5.71B	$ 418.81	1	$ 418.81						1								
VC1.11F	$ 625.72	1	$ 625.72	1													
VC5.71L	$ 1,558.94	1	$ 1,558.94						1								
OH Misc Units				$ 1,865.02	$ 893.28	$ 950.56	$ -	$ -	$ 2,974.39	$ 122.87	$ 2,009.68	$ 991.88	$ 212.88	$ -	$ 122.87	$ 122.87	$ 122.87
E2.1	$ 203.01	10	$ 2,030.10	1		1			3		4	1					
F2.10	$ 492.38	4	$ 1,969.52			1					2	1					
F1.10	$ 515.53	1	$ 515.53	1													
F1.12	$ 562.76	2	$ 1,125.52						2								
H1.1X	$ 90.01	6	$ 540.06	1	1				1		1	1	1				
J3.1	$ 83.61	2	$ 167.22		1							1					
K1.3	$ 66.15	2	$ 132.30			2											
P2.1	$ 122.87	13	$ 1,597.31	1	1	1			1	1	1	1	1		1	1	1
S1.02	$ 466.80	3	$ 1,400.40	2					1								
M26.70D	$ 596.79	1	$ 596.79		1												
M.RX.EX	$ 280.08	2	$ 560.16						2								
UG Units				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
UM6.21.600	$ 494.41																
UM6.22.600	$ 976.65																
			Project Total														
	Replacement Value		$ 45,053.33	$ 4,913.94	$ 2,581.26	$ 2,411.99	$ 110.88	$ -	$ 8,089.70	$ 2,305.57	$ 5,395.38	$ 3,034.45	$ 1,568.05	$ -	$ 1,989.22	$ 2,661.82	$ 3,030.19
	Depreiciated Value		**$ 17,816.00**	$ 737.09	$ 1,264.82	$ 1,533.34	$ 54.33	$ -	$ 7,500.31	$ 1,241.71	$ 809.31	$ 1,634.27	$ 844.51	$ -	$ 298.38	$ 399.27	$ 454.53

Project: Ginn - Brookside						
Depreciated Value						
	Unit Cost	Total	Total	16	17	
Unit	$	Quantity	Cost	1987	1987	
Poles				$ 1,730.28	$ 1,525.18	$ -
30-5	$ 1,181.92	2	$ 2,363.84			
35-4	$ 1,336.36	4	$ 5,345.44			
40-4	$ 1,525.18	6	$ 9,151.08		1	
45-3	$ 1,730.28	1	$ 1,730.28	1		
Conductor				$ 1,724.25	$ 1,006.05	$ -
#4 ACSR	$ 0.95	6590	$ 6,260.50	1815	1059	
#2 ACSR	$ 1.01	322	$ 325.22			
#1/0 TRIPLEX	$ 2.31	244	$ 563.64			
#4/0 ACSR	$ 1.86	196	$ 364.56			
#477 ACSR	$ 2.87	588	$ 1,687.56			
OH Pri. Units				$ 364.69	$ 364.69	$ -
VA5.1S	$ 173.02	1	$ 173.02			
VA5.1	$ 192.17	1	$ 192.17			
VA5.3	$ 193.29	1	$ 193.29			
VA5.4S	$ 229.14	2	$ 458.28			
VB1.11	$ 364.69	6	$ 2,188.14	1	1	
VB4.1	$ 817.93	1	$ 817.93			
VB5.71B	$ 418.81	1	$ 418.81			
VC1.11F	$ 625.72	1	$ 625.72			
VC5.71L	$ 1,558.94	1	$ 1,558.94			
OH Misc Units				$ 122.87	$ 122.87	$ -
E2.1	$ 203.01	10	$ 2,030.10			
F2.10	$ 492.38	4	$ 1,969.52			
F1.10	$ 515.53	1	$ 515.53			
F1.12	$ 562.76	2	$ 1,125.52			
H1.1X	$ 90.01	6	$ 540.06			
J3.1	$ 83.61	2	$ 167.22			
K1.3	$ 66.15	2	$ 132.30			
P2.1	$ 122.87	13	$ 1,597.31	1	1	
S1.02	$ 466.80	3	$ 1,400.40			
M26.70D	$ 596.79	1	$ 596.79			
M.RX.EX	$ 280.08	2	$ 560.16			
UG Units				$ -	$ -	$ -
UM6.21.600	$ 494.41					
UM6.22.600	$ 976.65					
			Project Total			
	Replacement Value		$ 45,053.33	$ 3,942.09	$ 3,018.79	$ -
	Depreiciated Value		**$ 17,816.00**	$ 591.31	$ 452.82	$ -

Project: Ginn - Brookside
Reintegration Value

Carroll Electric Cooperative Corp.

Unit	Construction Unit Cost	Retirement Unit Cost	Construction WP 1	WP 6	WP 19	WP 22	WP 23	WP 24	WP 25	WP 26	WP 27	WP 28	WP 29	WP 30	Construction Quantity	Retirement WP 6	WP 18	WP 19	WP 21	WP 22	WP 26	WP 30	Retirement Quantity	Total Cost
40-4	$ 1,525.18	$ 224.06						1	1						2				1				1	$ 3,274.42
45-3	$ 1,730.28	$ 224.06	1								1		1		3									$ 5,190.84
#4 ACSR	$ 0.95	$ 0.62																688	412	522			1622	$ 1,005.64
#2 ACSR	$ 1.01	$ 0.62														90							90	$ 55.80
#1/0 ACSR	$ 1.34	$ 0.62		126		146									272									$ 364.48
#1/0 TRIPLEX	$ 2.31	$ 0.70								68					68						38		38	$ 183.68
#4/0 ACSR	$ 1.86	$ 0.70						101	88		183				372									$ 691.92
#477 ACSR	$ 2.87	$ 0.88						303	264		549				1116									$ 3,202.92
#1/0 25kV 260mil	$ 6.35	$ 2.55										288	1137		1425									$ 9,048.75
VA1.1	$ 145.66	$ 61.57																		1			1	$ 61.57
VA1.1DP	$ 188.90	$ 61.57																	1				1	$ 61.57
VA3.2	$ 216.43	$ 148.09																1					1	$ 148.09
VA5.1S	$ 173.02	$ 72.12		1		1									2									$ 346.04
VA5.1	$ 192.17	$ 72.12			1										1									$ 192.17
VA5.3	$ 193.29	$ 80.17		1		1									2									$ 386.58
VA5.4S	$ 229.14	$ 134.79	1								1				2									$ 458.28
VA6.2	$ 366.50	$ 70.38														1							1	$ 70.38
VB5.1	$ 752.06	$ 219.02															1						1	$ 219.02
VB5.21	$ 894.61	$ 351.09												1	1							1	1	$ 1,245.70
VC1.11F	$ 625.72	$ -							1						1									$ 625.72
VC2.21F	$ 1,151.93	$ -						1							1									$ 1,151.93
VC5.71L	$ 1,558.94	$ 615.33	1				1				1		1		4									$ 6,235.76
E2.1	$ 203.01	$ 125.60	4		1	1	2	3			4				15		1	1					2	$ 3,296.35
F2.10	$ 492.38	$ 68.57	2		1	1	1	2			2				9		1	1					2	$ 4,568.56
VG1.4.X	$ 281.56	$ 210.97							1						1									$ 281.56
VG1.7.X	#N/A	$ 210.97																	1				1	$ 210.97
H1.1X	$ 90.01	$ -	1						1		1		1		4				1				1	$ 360.04
J3.1	$ 83.61	$ 35.01							1						1				1				1	$ 118.62
P2.1	$ 122.87	$ -	1					1	1		1		1		5				1				1	$ 614.35
S1.02	$ 466.80	$ 105.58									3		3		6									$ 2,800.80
UC2	$ 5,108.35	$ 1,181.35									1		1		2									$ 10,216.69
UM3.7.200NC	$ 815.05	$ 407.68										1			1									$ 815.05
UM6.1	$ 418.25	$ 60.01										6			6									$ 2,509.50
UM6.10	$ 72.22	$ 35.81										6			6									$ 433.32
UM6.22.200	$ 321.14	$ 62.33										3			3									$ 963.42
UM33.200	$ 1,249.34	$ 265.83										1			1									$ 1,249.34
UM48.2	$ 325.75	$ -										1			1									$ 325.75
UM50.P.2	$ 6.77	$ -										576	1137		1713									$ 11,597.01
UM50.P.SWP.2	$ 70.61	$ -									6	9	3		18									$ 1,270.98
UR2.24.40	$ 18.52	$ -											379		379									$ 7,019.08
UR2.24.40COMP	$ 28.42	$ -											379		379									$ 10,771.18
UR6.62	$ 101.20	$ -										96			96									$ 9,715.20

SUBTOTAL	$ 103,359.03
TRANSFORMER TESTING & RESTOCKING	$ 409.20
METER REMOVAL & TESTING	$ 134.40
TOTAL	**$ 103,902.63**

Transformer	Current Value from UPN	Qty	30% Testing & Restocking	Total
10 KVA	$ 615.00		$ 184.50	$ -
15 KVA	$ 682.00	2	$ 204.60	$ 409.20
25 KVA	$ 780.00		$ 234.00	$ -
UG15	$ 1,150.00		$ 345.00	$ -
UG25	$ 1,197.00		$ 359.10	$ -
			Total	**$ 409.20**

Meter Removal:		Qty		
meter CL200 Disconnect	$ 196.00	1	58.8	$ 58.80
meter CL200 Non-Disconnect	$ 126.00	2	37.8	$ 75.60
meter CL320	$ 189.00		56.7	$ -
			Meter Removal Total	**$ 134.40**

Meters and Xfmr Charging Method

○ Reintegration-Meters and Xfmrs will be removed by CECC

◉ Restock and Test-City will remove and haul back to CECC

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CARROLL ELECTRIC TO PURCHASE FACILITIES AND ACCOUNTS ALONG GINN AND BROOKSIDE ROAD; ADJUSTING THE 2024 BUDGET IN THE AMOUNT OF ONE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED FIVE DOLLARS AND SEVENTY-EIGHTS CENTS ($149,905.78); AND FOR OTHER PURPOSES.

WHEREAS, the Electric Department requests to enter into agreement to purchase facilities and accounts along Ginn and Brookside Road;

WHEREAS, this purchase is being requested to provide service to this area; and

WHEREAS, this agreement will be funded by a budget adjustment from the Utility Fund to Account # 503010-47310 – Improvements/Other - Electric.

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 agreement with Carroll Electric, in the amount of one hundred forty-nine thousand nine hundred five dollars and seventy-eight cents ($149,905.78), to purchase facilities and accounts along Ginn and Brookside Road;

Section 2: The 2024 Budget is adjusted to reflect that funds within Account # 503010-47310 Improvements/Other – Electric to be used for this purchase;

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 _____, 2024.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@bentonvillear.com		

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:	Resolution & Budget Adjustment to Purchase Carroll Electric Facilities on Motley Road
Action Recommendation & Justification:	The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts along Motley Rd. for $110,036.07 and a budget adjustment to cover the costs. Approved by Utility Board 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	See attached documentation.
Amount for Approval:	$ 110,036.07

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
503010-47310	Improvs Other - Electric	$ 110,036.07	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

Carroll Electric Cooperative Corporation
Reliable | Affordable | Local

800-432-9720
carrollecc.com

April 5, 2024

The Honorable Stephanie Orman
Mayor, City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Sale of Facilities – Motley Road

Dear Mayor Orman:

We have completed our inventory and appraisal of the cooperative properties for the facilities currently serving six consumers in southwest Bentonville, per the letter dated November 16, 2023, stating your intent to provide service to this area. For practical purposes, we have designated this cutover project as Motley Road. Pursuant to Arkansas law and the Mediation Settlement Agreement dated September 13, 2010, the following amounts have been determined as the proper valuation:

Present-day reproduction cost, new, of the properties and facilities being acquired, less depreciation computed on a straight-line basis	$	63,788.14
Cost of construction of necessary facilities to reintegrate the system after detaching the portion to be sold		8,187.65
Stranded Costs - The book value, net of depreciation, of all properties and facilities not being acquired or portions thereof, which were constructed or purchased in good faith by the electric public utility in order to serve customers in the annexed area		13,801.93
Administrative, engineering and accounting expenses associated with establishing valuation		1,455.24
Three hundred fifty-five percent (355%) of gross revenues less gross receipts taxes received for the 12-month period		22,803.11
Demand cost		0
Total	$	110,036.07

A billing statement and tabulations are included for your convenience.

After receipt of payment in full, please contact Mr. Mike Dodge, Vice President of our Bentonville District to coordinate this cutover. All Carroll Electric facilities in the area are included in the above amounts.

Carroll Electric Cooperative is in full agreement of the release of these facilities and accounts to the City of Bentonville and will coordinate the exchange with your personnel in order to cause minimum inconvenience. Please contact me concerning this information should any questions arise.

Sincerely,

Rob Boaz
President, CEO

RB/tg
Enclosures
cc: Mike Dodge, Bentonville District
Derek Thurman, Bentonville District
Travis Matlock, City of Bentonville

Carroll Electric Cooperative Corporation

707 SE Walton Blvd.
PO Box 329
Bentonville, AR 72712

Phone: (479) 273-2421

Statement

Date: April 5, 2024

Bill To: City of Bentonville
305 SW A Street
Bentonville, AR 72712

Date	Type	Description	Amount	Payment	Balance
4/5/2024	Facility Sale	Motley Road	110,036.07		110,036.07
				Total	$ 110,036.07

REMITTANCE	
Customer Name:	City of Bentonville
Customer ID:	
Statement #:	051810
Date:	
Amount Due:	110,036.07
Amount Enclosed:	

Carroll Electric Cooperative Corp.

2024 Facilities Sold to City of Bentonville - Motley Road
RET 051810

SUMMARY:

Depreciated Value	$	63,788.14
Reintegration Value	$	8,187.65
Stranded Costs	$	13,801.93
Engineering & Accounting	$	1,455.24
12 months revenue X 355%	$	$22,803.11
Demand Cost	$	-
TOTAL COST	$	110,036.07

Acct Location	Meter No	Member Sep
316007980	43116750	22748003
316018082	40833265	80557001
316018081	43085299	80557002
316018090	42817141	80557003
316018091	40833264	80557004
316017511	40834522	988180003

Motley Road

Customer Name	Physical Address	Mailing Address	Telephone Number	Meter Number	HPS Light	Type of Light
ENABLE MIDSTREAM PARTNERS LP	RECTIFICER MOTLEY RD GAS LIN	PO BOX 2440 SPOKANE WA 99210-2440	[redacted]	43116750	N/A	
GRANT GARRETT EXCAVATING, INC	5498 S VAUGHN RD	PO BOX 1780 ROGERS AR 72757		40834522	N/A	
TAYLOR JENNIFER	12895 MOTLEY RD	12895 MOTLEY RD BENTONVILLE AR 72712		40833265	N/A	
TAYLOR JENNIFER	12815 MOTLEY RD CKN HSES	12895 MOTLEY RD BENTONVILLE AR 72712		43085299		MV 175 Watt Light
TAYLOR JENNIFER	12815 MOTLEY RD	12895 MOTLEY RD BENTONVILLE AR 72712		42817141		70 LED Light Dark Skies
TAYLOR JENNIFER	12815 MOTLEY RD SHOP	12895 MOTLEY RD BENTONVILLE AR 72712		40833264		70 LED Light Dark Skies

Project: MOTLEY ROAD																		
Depreciated Value																		
	Unit Cost	Total	Total	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Unit	$	Quantity	Cost	1999	1999	1999	1999	2022	1999	1999	1999	1999	1999	1999	1999	1999	1999	1999
Poles				$ -	$ 1,336.36	$ 1,336.36	$ 1,336.36	$ 1,525.18	$ 1,181.92	$ 1,336.36	$ 1,336.36	$ 1,336.36	$ 1,730.28	$ 1,336.36	$ 1,336.36	$ 1,336.36	$ 1,730.28	$ 1,730.28
30-5	$ 1,181.92	6	$ 7,091.52						1									
35-4	$ 1,336.36	11	$ 14,699.96		1	1	1			1	1	1		1	1	1		
40-4	$ 1,525.18	3	$ 4,575.54					1										
45-3	$ 1,730.28	3	$ 5,190.84										1				1	1
Conductor				$ -	$ 1,595.37	$ 1,669.92	$ 1,655.01	$ 1,640.10	$ -	$ 1,441.30	$ 1,202.74	$ 1,282.26	$ 1,322.02	$ 1,744.47	$ 1,381.66	$ 1,326.99	$ 1,158.01	$ 690.83
#6 DUPLEX	$ 1.10	126	$ 138.60															
#4 ACSR	$ 0.95	11794	$ 11,204.30		321	336	333	330		290	242	258	266	351	278	267	233	139
#1/0 ACSR	$ 1.34	35382	$ 47,411.88		963	1008	999	990		870	726	774	798	1053	834	801	699	417
#1/0 TRIPLEX	$ 2.31	438	$ 1,011.78															
#1/0 URD Triplex	$ 3.20	5	$ 16.00															
#1/0 25kV 260mill	$ 6.35	2617	$ 16,617.95															
OH Pri. Units				$ -	$ 463.74	$ 463.74	$ 463.74	$ 1,151.93	$ -	$ 463.74	$ 463.74	$ 463.74	$ 1,247.57	$ 463.74	$ 463.74	$ 463.74	$ 850.28	$ 850.28
VC1.11	$ 463.74	11	$ 5,101.14		1	1	1			1	1	1		1	1	1		
VC2.21F	$ 1,151.93	1	$ 1,151.93					1										
VC3.1L	$ 850.28	2	$ 1,700.56														1	1
VC4.2L	$ 1,247.57	1	$ 1,247.57										1					
VC5.21	$ 1,192.61	1	$ 1,192.61															
OH Misc Units				$ -	$ 122.87	$ 122.87	$ 122.87	$ 1,208.23	$ 818.26	$ 122.87	$ 122.87	$ 122.87	$ 3,400.46	$ 122.87	$ 122.87	$ 122.87	$ 1,716.66	$ 1,224.28
E2.01	$ 236.90	1	$ 236.90					1										
E2.1	$ 203.01	17	$ 3,451.17						1				6				3	3
F2.10	$ 492.38	11	$ 5,416.18						1				4				2	1
H1.1X	$ 90.01	8	$ 720.08					1					1					
J3.1	$ 83.61	1	$ 83.61															
K1.3	$ 66.15	6	$ 396.90															
P2.1	$ 122.87	21	$ 2,580.27		1	1	1	1	1	1	1	1	1	1	1	1	1	1
P1.3A	$ 758.45	1	$ 758.45					1										
Q2.1	$ 444.55	1	$ 444.55															
M26.70D	$ 596.79	4	$ 2,387.16															
UG Units				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
UC2	$ 5,108.35	2	$ 10,216.69															
UM1.5C	$ 265.53	1	$ 265.53															
UM1.6C.1	$ 1,200.50	2	$ 2,401.00															
UM3.7.200NC	$ 815.05	1	$ 815.05															
UM48.5.1	$ 1,026.19	2	$ 2,052.38															
UM6.1	$ 418.25	14	$ 5,855.50															
UM6.10	$ 72.22	6	$ 433.32															
UM6.22.200	$ 321.14	3	$ 963.42															
UM6.34	$ 192.66	6	$ 1,155.96															
UM33.200	$ 1,249.34	1	$ 1,249.34															
UM48.2	$ 325.75	1	$ 325.75															
UM48.1	$ 157.26	1	$ 157.26															
UJ2.6	$ 83.23	1	$ 83.23															
UJ2.6.1	$ 334.58	1	$ 334.58															
			Project Total															
	Replacement Value		$ 161,136.46	$ -	$ 3,518.34	$ 3,592.89	$ 3,577.98	$ 5,525.44	$ 2,000.18	$ 3,364.27	$ 3,125.71	$ 3,205.23	$ 7,700.33	$ 3,667.44	$ 3,304.63	$ 3,249.96	$ 5,455.23	$ 4,495.67
	Depreiciated Value		$ 63,788.14	$ -	$ 1,382.21	$ 1,411.49	$ 1,405.64	$ 5,257.06	$ 785.79	$ 1,321.68	$ 1,227.96	$ 1,259.20	$ 3,025.13	$ 1,440.78	$ 1,298.25	$ 1,276.77	$ 2,143.13	$ 1,766.16

Project: MOTLEY ROAD																		
Depreciated Value																		
	Unit Cost	Total	Total	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
Unit	$	Quantity	Cost	1999	1999	1999	2018	1999	1999	1999	1999	1999	1999	1986	1986		1986	1986
Poles				$ 1,336.36	$ -	$ -	$ -	$ 1,525.18	$ 1,525.18	$ -	$ -	$ -	$ -	$ -	$ 1,336.36	$ -	$ -	$ 1,181.92
30-5	$ 1,181.92	6	$ 7,091.52															1
35-4	$ 1,336.36	11	$ 14,699.96	1											1			
40-4	$ 1,525.18	3	$ 4,575.54					1	1									
45-3	$ 1,730.28	3	$ 5,190.84															
Conductor				$ -	$ 2,400.30	$ 5,124.45	$ -	$ 20,252.75	$ 20,252.75	$ 9,029.70	$ -	$ 63.50	$ 16.00	$ -	$ 168.63	$ -	$ -	$ 187.11
#6 DUPLEX	$ 1.10	126	$ 138.60															
#4 ACSR	$ 0.95	11794	$ 11,204.30					4075	4075									
#1/0 ACSR	$ 1.34	35382	$ 47,411.88					12225	12225									
#1/0 TRIPLEX	$ 2.31	438	$ 1,011.78												73			81
#1/0 URD Triplex	$ 3.20	5	$ 16.00										5					
#1/0 25kV 260mill	$ 6.35	2617	$ 16,617.95		378	807				1422		10						
OH Pri. Units				$ 463.74	$ -	$ -	$ -	$ 463.74	$ 1,192.61	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
VC1.11	$ 463.74	11	$ 5,101.14	1				1										
VC2.21F	$ 1,151.93	1	$ 1,151.93															
VC3.1L	$ 850.28	2	$ 1,700.56															
VC4.2L	$ 1,247.57	1	$ 1,247.57															
VC5.21	$ 1,192.61	1	$ 1,192.61						1									
OH Misc Units				$ 212.88	$ -	$ -	$ -	$ 122.87	$ 1,806.67	$ -	$ -	$ -	$ -	$ -	$ 1,917.16	$ -	$ -	$ 212.88
E2.01	$ 236.90	1	$ 236.90															
E2.1	$ 203.01	17	$ 3,451.17						3									
F2.10	$ 492.38	11	$ 5,416.18						2									
H1.1X	$ 90.01	8	$ 720.08	1					1						1			1
J3.1	$ 83.61	1	$ 83.61															
K1.3	$ 66.15	6	$ 396.90												1			
P2.1	$ 122.87	21	$ 2,580.27	1				1	1						1			1
P1.3A	$ 758.45	1	$ 758.45															
Q2.1	$ 444.55	1	$ 444.55												1			
M26.70D	$ 596.79	4	$ 2,387.16												2			
UG Units				$ 5,108.35	$ 6,296.38	$ 4,059.42	$ -	$ -	$ 5,108.35	$ 4,368.24	$ -	$ 1,368.28	$ -	$ -	$ -	$ -	$ -	$ -
UC2	$ 5,108.35	2	$ 10,216.69	1					1									
UM1.5C	$ 265.53	1	$ 265.53									1						
UM1.6C.1	$ 1,200.50	2	$ 2,401.00			1				1								
UM3.7.200NC	$ 815.05	1	$ 815.05		1													
UM48.5.1	$ 1,026.19	2	$ 2,052.38			1				1								
UM6.1	$ 418.25	14	$ 5,855.50		6	3				4		1						
UM6.10	$ 72.22	6	$ 433.32		6													
UM6.22.200	$ 321.14	3	$ 963.42		3													
UM6.34	$ 192.66	6	$ 1,155.96			3				2		1						
UM33.200	$ 1,249.34	1	$ 1,249.34		1													
UM48.2	$ 325.75	1	$ 325.75		1													
UM48.1	$ 157.26	1	$ 157.26									1						
UJ2.6	$ 83.23	1	$ 83.23							1								
UJ2.6.1	$ 334.58	1	$ 334.58									1						
			Project Total															
	Replacement Value		$ 161,136.46	$ 7,121.33	$ 8,696.68	$ 9,183.87	$ -	$ 22,364.54	$ 29,885.56	$ 13,397.94	$ -	$ 1,431.78	$ 16.00	$ -	$ 3,422.15	$ -	$ -	$ 1,581.91
	Depreiciated Value		$ 63,788.14	$ 2,797.66	$ 3,416.55	$ 3,607.95	$ -	$ 8,786.07	$ 11,740.75	$ 5,263.48	$ -	$ 562.49	$ 6.29	$ -	$ 513.32	$ -	$ -	$ 237.29

Project: MOTLEY ROAD												
Depreciated Value												
	Unit Cost	Total	Total	35	36	37	38	39	40	41	42
Unit	$	Quantity	Cost	1986	2000	2000	1985	1985	1985	1983	1983
Poles				$ -	$ -	$ 1,181.92	$ -	$ 1,181.92	$ -	$ 1,181.92	$ 1,181.92
30-5	$ 1,181.92	6	$ 7,091.52			1		1		1	1
35-4	$ 1,336.36	11	$ 14,699.96								
40-4	$ 1,525.18	3	$ 4,575.54								
45-3	$ 1,730.28	3	$ 5,190.84								
Conductor				$ 173.25	$ -	$ 187.11	$ -	$ 113.19	$ 182.49	$ -	$ 138.60
#6 DUPLEX	$ 1.10	126	$ 138.60								126
#4 ACSR	$ 0.95	11794	$ 11,204.30								
#1/0 ACSR	$ 1.34	35382	$ 47,411.88								
#1/0 TRIPLEX	$ 2.31	438	$ 1,011.78	75		81		49	79		
#1/0 URD Triplex	$ 3.20	5	$ 16.00								
#1/0 25kV 260mill	$ 6.35	2617	$ 16,617.95								
OH Pri. Units				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
VC1.11	$ 463.74	11	$ 5,101.14								
VC2.21F	$ 1,151.93	1	$ 1,151.93								
VC3.1L	$ 850.28	2	$ 1,700.56								
VC4.2L	$ 1,247.57	1	$ 1,247.57								
VC5.21	$ 1,192.61	1	$ 1,192.61								
OH Misc Units				$ -	$ -	$ 941.97	$ -	$ 911.30	$ -	$ -	$ 875.82
E2.01	$ 236.90	1	$ 236.90								
E2.1	$ 203.01	17	$ 3,451.17					1			
F2.10	$ 492.38	11	$ 5,416.18					1			
H1.1X	$ 90.01	8	$ 720.08			1					1
J3.1	$ 83.61	1	$ 83.61					1			
K1.3	$ 66.15	6	$ 396.90			2		2			1
P2.1	$ 122.87	21	$ 2,580.27			1					1
P1.3A	$ 758.45	1	$ 758.45								
Q2.1	$ 444.55	1	$ 444.55								
M26.70D	$ 596.79	4	$ 2,387.16			1					1
UG Units				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
UC2	$ 5,108.35	2	$ 10,216.69								
UM1.5C	$ 265.53	1	$ 265.53								
UM1.6C.1	$ 1,200.50	2	$ 2,401.00								
UM3.7.200NC	$ 815.05	1	$ 815.05								
UM48.5.1	$ 1,026.19	2	$ 2,052.38								
UM6.1	$ 418.25	14	$ 5,855.50								
UM6.10	$ 72.22	6	$ 433.32								
UM6.22.200	$ 321.14	3	$ 963.42								
UM6.34	$ 192.66	6	$ 1,155.96								
UM33.200	$ 1,249.34	1	$ 1,249.34								
UM48.2	$ 325.75	1	$ 325.75								
UM48.1	$ 157.26	1	$ 157.26								
UJ2.6	$ 83.23	1	$ 83.23								
UJ2.6.1	$ 334.58	1	$ 334.58								
			Project Total								
	Replacement Value		$ 161,136.46	$ 173.25	$ -	$ 2,311.00	$ -	$ 2,206.41	$ 182.49	$ 1,181.92	$ 2,196.34
	Depreiciated Value		$ 63,788.14	$ 25.99	$ -	$ 964.02	$ -	$ 330.96	$ 27.37	$ 177.29	$ 329.45

Project: MOTLEY ROAD
Reintegration Value

Carroll Electric Cooperative Corp.

Unit	Construction Unit Cost	Retirement Unit Cost	Construction WP 5	Construction WP xx	Construction WP xx	Construction WP xx	Construction WP xx	Construction WP xx	Construction WP xx	Construction Quantity	Retirement WP 5	Retirement WP 30	Retirement WP 33	Retirement WP 36	Retirement WP 38	Retirement WP41	Retirement WP xx	Retirement Quantity	Total Cost
Poles																			
Conductor																			
#6 DUPLEX	$ 1.10	$ 0.44														81		81	$ 35.64
OH Pri. Units																			
VA1.014	$ 90.97	$ 43.98	1							1									$ 90.97
VC5.2L	$ 834.72	$ 519.15									1							1	$ 519.15
OH Misc Units																			
E2.1	$ 203.01	$ 125.60									3							3	$ 376.80
F2.10	$ 492.38	$ 68.57									2							2	$ 137.14
J1.1	$ 65.64	$ 35.01														1		1	$ 35.01
J3.1	$ 83.61	$ 35.01										1	1	1	1			4	$ 140.04
UG Units																			

SUBTOTAL	$ 1,334.75
TRANSFORMER TESTING & RESTOCKING	$ 6,224.10
METER REMOVAL & TESTING	$ 628.80
TOTAL	**$ 8,187.65**

Transformer	Current Value from UPN	Qty	30% Testing & Restocking	Total
10 KVA	$ 615.00	1	$ 184.50	$ 184.50
15 KVA	$ 1,147.75	3	$ 344.33	$ 1,032.98
25 KVA	$ 1,429.05		$ 428.72	$ -
UG15	$ 1,670.05	1	$ 501.02	$ 501.02
UG25	$ 2,000.37		$ 600.11	$ -
UG225	$ 7,509.35	2	$ 2,252.81	$ 4,505.61
			Total	**$ 6,224.10**

Meter Removal:		Qty		
meter CL200 Disconnect	$ 203.00		$ 60.90	$ -
meter CL200 Non-Disconnect	$ 126.00	5	$ 37.80	$ 189.00
meter Three-Phase CT (9S)	$ 733.00	2	$ 219.90	$ 439.80
meter CL320	$ 263.00		$ 78.90	$ -
			Meter Removal Total	**$ 628.80**

Meters and Xfmr Charging Method

○ Reintegration-Meters and Xfmrs will be removed by CECC

◉ Restock and Test-City will remove and haul back to CECC

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CARROLL ELECTRIC TO PURCHASE FACILITIES AND ACCOUNTS ALONG MOTLEY ROAD; ADJUSTING THE 2024 BUDGET IN THE AMOUNT OF ONE HUNDRED TEN THOUSAND THIRTY-SIX DOLLARS AND SEVEN CENTS ($110,036.07); AND FOR OTHER PURPOSES.

WHEREAS, the Electric Department requests to enter into agreement to purchase facilities and accounts along Motley Road;

WHEREAS, this purchase is being requested to provide service to this area; and

WHEREAS, this agreement will be funded by a budget adjustment from the Utility Fund to Account # 503010-47310 – Improvements/Other - Electric.

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 agreement with Carroll Electric, in the amount of one hundred ten thousand thirty-six dollars and seven cents ($110,036.07), to purchase facilities and accounts along Motley Road;

Section 2: The 2024 Budget is adjusted to reflect that funds within Account # 503010-47310 Improvements/Other – Electric to be used for this purchase;

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 _____, 2024.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@bentonvillear.com		

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:	Resolution & Budget Adjustment to Purchase Carroll Electric Facilities On Sears Road
Action Recommendation & Justification:	The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts along Sears Rd. (between Monringstar Rd. and Nomad Rd.) for $140,332.88 and a budget adjustment to cover the costs. Approved by Utility Board 5-0. A budget adjustment is required.
Additional Comments for Consideration (Optional):	See attached documentation.
Amount for Approval:	$ 140,332.88

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

503010-47310	Improvs Other - Electric	$ 140,332.88	$
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):

Carroll Electric Cooperative Corporation
Reliable | Affordable | Local

800-432-9720
carrollecc.com

April 5, 2024

The Honorable Stephanie Orman
Mayor, City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Sale of Facilities – Sears Road (Morningstar to Nomad)

Dear Mayor Orman:

We have completed our inventory and appraisal of the cooperative properties for the facilities currently serving seven consumers in southwest Bentonville, per the letter dated September 27, 2019, stating your intent to provide service to this area. For practical purposes, we have designated this cutover project as Sears Road (Morningstar to Nomad). Pursuant to Arkansas law and the Mediation Settlement Agreement dated September 13, 2010, the following amounts have been determined as the proper valuation:

Present-day reproduction cost, new, of the properties and facilities being acquired, less depreciation computed on a straight-line basis	$	43,374.58
Cost of construction of necessary facilities to reintegrate the system after detaching the portion to be sold		4,943.48
Stranded Costs - The book value, net of depreciation, of all properties and facilities not being acquired or portions thereof, which were constructed or purchased in good faith by the electric public utility in order to serve customers in the annexed area		15,946.34
Administrative, engineering and accounting expenses associated with establishing valuation		4,915.26
Three hundred fifty-five percent (355%) of gross revenues less gross receipts taxes received for the 12-month period		71,153.22
Demand cost		0
Total	$	140,332.88

A billing statement and tabulations are included for your convenience.

After receipt of payment in full, please contact Mr. Mike Dodge, Vice President of our Bentonville District to coordinate this cutover. All Carroll Electric facilities in the area are included in the above amounts.

Carroll Electric Cooperative is in full agreement of the release of these facilities and accounts to the City of Bentonville and will coordinate the exchange with your personnel in order to cause minimum inconvenience. Please contact me concerning this information should any questions arise.

Sincerely,

Rob Boaz
President, CEO

RB/tg
Enclosures
cc: Mike Dodge, Bentonville District
Derek Thurman, Bentonville District
Travis Matlock, City of Bentonville

Carroll Electric Cooperative Corporation

707 SE Walton Blvd.
PO Box 329
Bentonville, AR 72712

Phone: (479) 273-2421

Statement

Date: April 5, 2024

Bill To: City of Bentonville
305 SW A Street
Bentonville, AR 72712

Date	Type	Description	Amount	Payment	Balance
4/5/2024	Facility Sale	Sears Road (Morningstar to Nomad)	140,332.88		140,332.88
				Total	$ 140,332.88

REMITTANCE	
Customer Name:	City of Bentonville
Customer ID:	
Statement #:	058877
Date:	
Amount Due:	140,332.88
Amount Enclosed:	

Carroll Electric Cooperative Corp.

2024 Facilities Sold to City of Bentonville - Sears Road (Morningstar to Nomad)
RET 058877

SUMMARY:

Depreciated Value	$	43,374.58
Reintegration Value	$	4,943.48
Stranded Costs	$	15,946.34
Engineering & Accounting	$	4,915.26
12 months revenue X 355%	$	$71,153.22
Demand Cost	$	-
TOTAL COST	$	140,332.88

Acct Location	Meter No	Member Sep
323508590	123051442	9508379001
316023921	74260942	998783001
316023920	86519016	63896001
316022890	59115733	965402001
3162299002	92568320	113173009
316022791	75884275	9488349002
316022980	52464881	998220001

Sears Road (Morningstar to Nomad)

Customer Name	Physical Address	Mailing Address	Telephone Number	Meter Number	HPS Light	Type of Light
KALAF JONATHAN M	5703 S 60TH PL	5703 S 60TH PL ROGERS AR 72758	[redacted]	123051442	N/A	
OSAGE ESTATES LLC	10203 SEARS RD WELL	4010 ENGLEFIELD BENTONVILLE AR 72713	[redacted]	74260942	N/A	
WILLIS MAURICE OR PAMELA	10203 SEARS RD	10203 SEARS RD BENTONVILLE AR 72712	[redacted]	86519016		70 LED DARK SKIES
ROACH MICHAEL	10494 SEARS RD	10494 SEARS RD BENTONVILLE AR 72712	[redacted]	59115733	N/A	
DUPPS JOHN K	10395 SEARS RD	10395 SEARS RD BENTONVILLE AR 72713	[redacted]	92568320	N/A	
ROACH JUSTIN	10500 SEARS RD	10500 SEARS RD BENTONVILLE AR 72712	[redacted]	75884275	N/A	
MANTOOTH JESSICA OR RYAN	10530 SEARS RD	10530 SEARS RD BENTONVILLE AR 72712	[redacted]	52464881	N/A	

Project: Sears Road (Morningstar to Nomad)																		
Depreciated Value																		
	Unit Cost	Total	Total	2	3	4	5	6	8	9	12	13	14	17	18	19	20	21
Unit	$	Quantity	Cost	1996	1996	1996	1996	1996	2021	2021	2021	2021	2021	2021	2014	2015	2017	2017
Poles				$ 1,181.92	$ 1,181.92	$ 1,336.36	$ 1,336.36	$ 1,181.92	$ 1,525.18	$ -	$ 1,525.18	$ -	$ -	$ 1,525.18	$ -	$ -	$ -	$ -
30-5	$ 1,181.92	3	$ 3,545.76	1	1			1										
35-4	$ 1,336.36	2	$ 2,672.72			1	1											
40-4	$ 1,525.18	4	$ 6,100.72						1		1			1				
Conductor				$ 191.73	$ 249.48	$ 148.20	$ 338.20	$ 108.57	$ 439.52	$ 40.32	$ 195.64	$ 4,660.90	$ 75.12	$ 160.80	$ 2,743.20	$ 766.08	$ 1,485.90	$ 1,314.45
#4 ACSR	$ 0.95	512	$ 486.40			156	356											
#1/0 ACSR	$ 1.34	728	$ 975.52						328		146			120				
#1/0 TRIPLEX	$ 2.31	238	$ 549.78	83	108			47										
#350 URD Triplex	$ 9.39	58	$ 544.62										8					
#4/0 URD Triplex	$ 5.76	210	$ 1,209.60							7						133		
#1/0 25kV 260mill	$ 6.35	2519	$ 15,995.65									734			432		234	207
OH Pri. Units				$ -	$ -	$ 366.31	$ 527.92	$ -	$ 192.17	$ -	$ 173.02	$ -	$ -	$ 173.02	$ -	$ -	$ -	$ -
VA1.01	$ 95.84	1	$ 95.84				1											
VA5.1S	$ 173.02	4	$ 692.08			1					1			1				
VA5.1	$ 192.17	2	$ 384.34				1		1									
VA5.3	$ 193.29	1	$ 193.29			1												
VA5.3B	$ 239.91	1	$ 239.91				1											
OH Misc Units				$ 188.51	$ 974.42	$ 808.55	$ 296.49	$ 875.82	$ 908.27	$ -	$ 679.68	$ -	$ -	$ 212.88	$ -	$ -	$ -	$ -
E2.1	$ 203.01	3	$ 609.03		1	1			1									
F2.10	$ 492.38	2	$ 984.76		1				1									
F1.10	$ 515.53	1	$ 515.53			1												
H1.1X	$ 90.01	8	$ 720.08		1	1	1	1	1		1			1				
J1.1	$ 65.64	1	$ 65.64	1														
J3.1	$ 83.61	1	$ 83.61				1											
K1.3	$ 66.15	2	$ 132.30		1			1										
P2.1	$ 122.87	8	$ 982.96	1	1		1	1	1		1			1				
S1.02	$ 466.80	2	$ 933.60								1							
M26.70D	$ 596.79	1	$ 596.79					1										
UG Units				$ -	$ -	$ -	$ -	$ -	$ 1,386.03	$ 742.00	$ 1,955.35	$ 1,397.21	$ 1,150.60	$ 1,955.35	$ 1,622.80	$ -	$ 2,961.01	$ 1,368.28
UA1	$ 1,955.35	3	$ 5,866.06								1			1				
UM1.5C	$ 265.53	4	$ 1,062.12									1			1			1
UM1.7NC	$ 673.49	1	$ 673.49														1	
UM3.14	$ 828.18	1	$ 828.18														1	
UM5	$ 1,386.03	1	$ 1,386.03						1									
UM6.1	$ 418.25	7	$ 2,927.75									1			2		2	1
UM6.6	$ 153.74	2	$ 307.48							1			1					
UM6.10	$ 72.22	2	$ 144.44														2	
UM6.22.200	$ 321.14	1	$ 321.14														1	
UM6.34	$ 192.66	3	$ 577.98									1						1
UM48.1	$ 157.26	3	$ 471.78														1	1
UM48.1L	$ 186.19	2	$ 372.38									1			1			
UJ2.6.1	$ 334.58	4	$ 1,338.32									1			1			1
UQ2.MBM	$ 588.26	1	$ 588.26							1								
UQ2.MBM.2	$ 996.86	1	$ 996.86										1					
			Project Total															
	Replacement Value		$ 57,172.80	$ 1,562.16	$ 2,405.82	$ 2,659.42	$ 2,498.97	$ 2,166.31	$ 4,451.17	$ 782.32	$ 4,528.87	$ 6,058.11	$ 1,225.72	$ 4,027.23	$ 4,366.00	$ 766.08	$ 4,446.91	$ 2,682.73
	Depreciated Value		$ 43,374.58	$ 499.89	$ 769.86	$ 851.01	$ 799.67	$ 693.22	$ 4,126.87	$ 725.32	$ 4,198.91	$ 5,616.73	$ 1,136.42	$ 3,733.82	$ 3,305.69	$ 598.64	$ 3,690.94	$ 2,226.67

Project: Sears Road (Morningstar to Nomad)							
Depreciated Value							
	Unit Cost	Total	Total	22	24	25	26
Unit	$	Quantity	Cost	2016	2017	2017	2017
Poles				$ -	$ 1,525.18	$ -	$ -
30-5	$ 1,181.92	3	$ 3,545.76				
35-4	$ 1,336.36	2	$ 2,672.72				
40-4	$ 1,525.18	4	$ 6,100.72		1		
Conductor				$ 469.50	$ 179.56	$ 5,791.20	$ 403.20
#4 ACSR	$ 0.95	512	$ 486.40				
#1/0 ACSR	$ 1.34	728	$ 975.52		134		
#1/0 TRIPLEX	$ 2.31	238	$ 549.78				
#350 URD Triplex	$ 9.39	58	$ 544.62	50			
#4/0 URD Triplex	$ 5.76	210	$ 1,209.60				70
#1/0 25kV 260mill	$ 6.35	2519	$ 15,995.65			912	
OH Pri. Units				$ -	$ 173.02	$ -	$ -
VA1.01	$ 95.84	1	$ 95.84				
VA5.1S	$ 173.02	4	$ 692.08		1		
VA5.1	$ 192.17	2	$ 384.34				
VA5.3	$ 193.29	1	$ 193.29				
VA5.3B	$ 239.91	1	$ 239.91				
OH Misc Units				$ -	$ 679.68	$ -	$ -
E2.1	$ 203.01	3	$ 609.03				
F2.10	$ 492.38	2	$ 984.76				
F1.10	$ 515.53	1	$ 515.53				
H1.1X	$ 90.01	8	$ 720.08		1		
J1.1	$ 65.64	1	$ 65.64				
J3.1	$ 83.61	1	$ 83.61				
K1.3	$ 66.15	2	$ 132.30				
P2.1	$ 122.87	8	$ 982.96		1		
S1.02	$ 466.80	2	$ 933.60		1		
M26.70D	$ 596.79	1	$ 596.79				
UG Units				$ -	$ 1,955.35	$ 1,368.28	$ -
UA1	$ 1,955.35	3	$ 5,866.06		1		
UM1.5C	$ 265.53	4	$ 1,062.12			1	
UM1.7NC	$ 673.49	1	$ 673.49				
UM3.14	$ 828.18	1	$ 828.18				
UM5	$ 1,386.03	1	$ 1,386.03				
UM6.1	$ 418.25	7	$ 2,927.75			1	
UM6.6	$ 153.74	2	$ 307.48				
UM6.10	$ 72.22	2	$ 144.44				
UM6.22.200	$ 321.14	1	$ 321.14				
UM6.34	$ 192.66	3	$ 577.98			1	
UM48.1	$ 157.26	3	$ 471.78			1	
UM48.1L	$ 186.19	2	$ 372.38				
UJ2.6.1	$ 334.58	4	$ 1,338.32			1	
UQ2.MBM	$ 588.26	1	$ 588.26				
UQ2.MBM.2	$ 996.86	1	$ 996.86				
			Project Total				
	Replacement Value		$ 57,172.80	$ 469.50	$ 4,512.79	$ 7,159.48	$ 403.20
	Depreiciated Value		$ 43,374.58	$ 378.28	$ 3,745.62	$ 5,942.37	$ 334.66

Project: Sears Road (Morningstar to Nomad)
Reintegration Value

Carroll Electric Cooperative Corp.

Unit	Construction Unit Cost	Retirement Unit Cost	Construction WP 1	Construction WP 11	Construction WP 16	Construction WP 23	Construction Quantity	Retirement WP 1	Retirement WP 11	Retirement WP 16	Retirement WP 23	Retirement Quantity	Total Cost
Poles													
Conductor													
OH Pri. Units													
VA5.3S	$ 237.27	$ 191.28						1	1	1	1	4	$ 765.12
OH Misc Units													
E2.1	$ 203.01	$ 125.60						1				1	$ 125.60
F2.10	$ 492.38	$ 68.57						1				1	$ 68.57
J3.1	$ 83.61	$ 35.01						1				1	$ 35.01
UG Units													

SUBTOTAL	$ 994.30
TRANSFORMER TESTING & RESTOCKING	$ 3,643.48
METER REMOVAL & TESTING	$ 305.70
TOTAL	**$ 4,943.48**

Transformer	Current Value from UPN	Qty	30% Testing & Restocking	Total
10 KVA	$ 615.00		$ 184.50	$ -
15 KVA	$ 1,147.75	1	$ 344.33	$ 344.33
25 KVA	$ 1,429.05	1	$ 428.72	$ 428.72
37.5 KVA	$ 1,896.97	1	$ 569.09	$ 569.09
UG15	$ 1,670.05	1	$ 501.02	$ 501.02
UG25	$ 2,000.37	3	$ 600.11	$ 1,800.33
			Total	**$ 3,643.48**

Meter Removal:		Qty		
meter CL200 Disconnect	$ 203.00		$ 60.90	$ -
meter CL200 Non-Disconnect	$ 126.00	6	$ 37.80	$ 226.80
meter CL320	$ 263.00	1	$ 78.90	$ 78.90
			Meter Removal Total	**$ 305.70**

Meters and Xfmr Charging Method

○ Reintegration-Meters and Xfmrs will be removed by CECC

◉ Restock and Test-City will remove and haul back to CECC

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CARROLL ELECTRIC TO PURCHASE FACILITIES AND ACCOUNTS ALONG SEARS ROAD; ADJUSTING THE 2024 BUDGET IN THE AMOUNT OF ONE HUNDRED FORTY THOUSAND THREE HUNDRED THIRTY-TWO DOLLARS AND EIGHTY-EIGHT CENTS ($140,332.88); AND FOR OTHER PURPOSES.

WHEREAS, the Electric Department requests to enter into agreement to purchase facilities and accounts along Sears Road, between Morningstar Road and Nomad Road;

WHEREAS, this purchase is being requested to provide service to this area; and

WHEREAS, this agreement will be funded by a budget adjustment from the Utility Fund to Account # 503010-47310 – Improvements/Other - Electric.

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 agreement with Carroll Electric, in the amount of one hundred forty thousand three hundred thirty-two dollars and eighty-eight cents ($140,332.88), to purchase facilities and accounts along Sears Road, between Morningstar Road and Nomad Road;

Section 2: The 2024 Budget is adjusted to reflect that funds within Account # 503010-47310 Improvements/Other – Electric to be used for this purchase;

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 _____, 2024.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@bentonvillear.com		

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:	Resolution to Award Bid IFB-24-29 to Hawk Line Construction & BBC Electrical Services
Action Recommendation & Justification:	The City of Bentonville recommends awarding IFB 24-29 for on-call General Overhead Construction Services to both Hawk Line Construction Service and BBC Electrical Services per the attached bid tabulation. Approved by Utility Board 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	See attached bid tabulation.
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)*

		$ 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
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 PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	4/9/2024	Time of Bid Opening:	2:00 PM	Solicitation ID Number:	IFB-24-29

Solicitation Title: Contractor to perform General Overhead Electric Construction Work (as needed)

Bidders:		R+M Poleline Construction			BBC Electrical Services			J.F. Electric			Hawk Line Construction		
Line Item	Description	(A) Per Hour Charge Regular Weekday work	(B) Per Hour Charge Overtime Weekday Work	(C) Per Hour Charge Saturday Work	(A) Per Hour Charge Regular Weekday work	(B) Per Hour Charge Overtime Weekday Work	(C) Per Hour Charge Saturday Work	(A) Per Hour Charge Regular Weekday work	(B) Per Hour Charge Overtime Weekday Work	(C) Per Hour Charge Saturday Work	(A) Per Hour Charge Regular Weekday work	(B) Per Hour Charge Overtime Weekday Work	(C) Per Hour Charge Saturday Work
1	Foreman/Crew Leader	$106.00	$136.00	$136.00	$114.74	$164.72	$164.72	$117.08	$163.61	$214.02	$111.37	$154.89	$154.89
2	Journeyman Lineman	$101.00	$130.00	$130.00	$105.11	$150.56	$150.56	$107.57	$149.87	$195.69	$102.89	$142.43	$142.43
3	Qualified Observer/Apprentice	$68.00	$99.00	$99.00	$90.67	$129.29	$129.29	$83.77	$115.50	$149.87	$102.89	$142.43	$142.43
4	Bucket Truck 60' with Hydraulic Impact Wrench and Hot Line Tools/Rubber Goods	$55.00	$55.00	$55.00	$40.00	$40.00	$40.00	$34.00	$34.00	$34.00	$35.99	$35.99	$35.99
5	Digger-Derrick Single Axle with Hydraulic Tamp	$53.00	$53.00	$53.00	$40.00	$40.00	$40.00	$34.00	$34.00	$34.00	$36.95	$36.95	$36.95
6	Foreman Pick-Up Truck	$23.00	$23.00	$23.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.59	$16.59	$16.59
7	Back-yard Machine	$76.00	$76.00	$76.00	$45.00	$45.00	$45.00	$39.00	$39.00	$39.00	$43.92	$43.92	$43.92
8	Crane	$246.00	$315.00	$315.00	$95.00	$95.00	$95.00	$97.15	$97.15	$97.15	$61.28	$61.28	$61.28
	Total Bid Price	**$2,502.00**			**$1,907.66**			**$1,957.43**			**$1,780.84**		

purchasing@bentonvillear.com - (479) 271-3115

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-24-29, TO THE LOWEST RESPONSIVE BIDDERS, HAWK LINE CONSTRUCTION AND BBC ELECTRICAL SERVICES, FOR ON-CALL GENERAL OVERHEAD CONSTRUCTION SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, Hawk Line Construction and BBC Electrical Services were the lowest responsive bidders for bid IFB-24-29;

WHEREAS, this agreement covers on-call General Overhead Construction Services, on a per hour cost, to be used as-needed basis; 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 Hawk Line Construction and BBC Electrical Services, the lowest responsive bidders for on-call General Overhead Construction Services;

Section 2: The estimated contract cost will be on a per hour cost on an as-needed basis;

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 _____, 2024.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Patrick Johndrow
Phone:	479-271-6781	**For Department(s):**	Finance
Email:	pjohndrow@bentonvillear.com		

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:	Resolution & Budget Adjustment Authorizing Issuance of a Letter of Credit for the Compost Facility
Action Recommendation & Justification:	Requesting City Council approval of a resolution authorizing the issuance of a Letter of Credit in the amount of $1,000,000.00 as required by the Arkansas Department of Environmental Quality for the City of Bentonville compost facility. The cost of issuance is $14,000.00 and requires a budget adjustment.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 14,000.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

503030-43410	Professional Services / Other	$ 14,000.00	$
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):

Letter of Credit Fee

April 11, 2024

RE: Letter of Credit

Dear Patrick,

Thank you for giving Arvest Bank the opportunity to provide a $1,000,000 Letter of Credit on behalf of the City of Bentonville to the Arkansas Department of Environmental Quality. As discussed, the charge associated with the Letter of Credit is a flat fee of 1.4% per annum. This fee quote is valid for the next 30 days.

Please let me know if you have additional questions.

Sincerely,

[redacted]

Kelly Carlson
Executive Vice President | Arvest Benton
Loan Manager
479.271.1330 (O) | 501.593.0502 (C) | 479.271.1217 (F)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ARVEST FOR THE ISSUANCE OF A LETTER OF CREDIT FOR THE BENTONVILLE COMPOST FACILITY, IN THE AMOUNT OF ONE MILLION DOLLARS ($1,000,000.00); ADJUSTING THE 2024 BUDGET IN THE AMOUNT OF FOURTEEN THOUSAND DOLLARS ($14,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville is requesting authorizing the issuance of Letter of Credit as required by the Arkansas Department of Environmental Quality for the Bentonville Compost Facility;

WHEREAS, the cost of issuance is fourteen thousand dollars ($14,000.00); and

WHEREAS, this agreement will be funded by a budget adjustment from the Utility Fund to Account# 503030-43419 – Professional Services/Other.

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

Section 1: The Mayor and City Clerk are authorized to enter into an Agreement with Arvest, for the issuance of a Letter of Credit, in the amount of one million dollars ($1,000,000.00) for the Bentonville Compost Facility;

Section 2: The total cost of this agreement will be fourteen thousand dollars ($14,000.00) and will be funded from the Utility Fund;

Section 3: The 2024 Budget is adjusted to appropriate fourteen thousand dollars ($14,000.00) from the Utility Fund Reserves into Account #503030-43410 – Professional Services/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.

THIS RESOLUTION adopted this _____ day of _____, 2024.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST: _____

Malorie Marrs, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Mike Bender
Phone:	479-271-3140	**For Department(s):**	Water Utilities
Email:	mbender@bentonvillear.com		

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:	Ordinance Approving a Waiver of Bid for Emergency Repair of a 48" Water Transmission Main
Action Recommendation & Justification:	Ordinance waiving the requirement of competitive bidding and entering into an agreement with Crossland Heavy Contractors, Inc. for emergency repair of 48-inch water transmission main located west of South Dixieland Road in Rogers, Arkansas. This is a time and material contract for emergency repair after leak was located by staff. This is not a budgeted item, and a budget adjustment will be required and requested after the project is completed.
Additional Comments for Consideration (Optional):	This is the leak staff made City Council aware of in February and was preparing to repair prior to the emergency failure at Hwy 112 in Cave Springs. Cost of emergency repair contract for Crossland Heavy Contractors, Inc. is $100,000.00. This does not include time, material and equipment provided by the City. Final budget adjustment will include all costs. Utility Board approved this item 5-0.
Amount for Approval:	**$** 100,000.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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
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):

CROSSLAND
HEAVY CONTRACTORS

501 S. East Ave, P.O. Box 350
Columbus, KS 66725
Tel: 620.429.1410

Thursday, April 4, 2023

SHORT FORM PRIME CONTRACT BETWEEN OWNER & CONTRACTOR

This Agreement ("Contract") is made this 4th day of April 2024, between Crossland Heavy Contractors, Inc. ("Contractor") and The City of Bentonville, AR ("Owner") with respect to the project, "48" Water Line Point Repair" ("Project").

The project is located on the west side of Dixieland Rd between S Pleasant Crossing Blvd & Oakwood Ave in Rogers with the nearest address being 1117 N Dixieland, Lowell, AR.

Section 1: Contract Documents. The Contract Documents consist of this Contract. The Contractor agrees to furnish all labor & equipment required to complete the work, as set forth in Section 2 ("Scope of Work"), in accordance with the Contract Documents.

Section 2: Scope of Work. The Project "Scope of Work" or "Work" includes dewatering, excavation, exposure of damage, and any additional work as directed by the Owner. The Contractor agrees to furnish labor, materials, equipment, subcontractors & other services required to complete the Scope of Work as directed by the Owner. This includes, but is not limited to, erosion control, demolition & remediation. Repair design, plans, specifications & repair methods will be the responsibility of the Owner.

All Work to be performed shall be at the direction of the Owner or its agent designated by Owner in writing to the Contractor.

Section 3: Price and Payment. The Owner agrees to pay the Contractor for the strict performance of the Work. Hourly cost of labor and in-house equipment (rate sheet listed in Section 3.1), other equipment, materials & services necessary to complete the Work cost ("Cost") plus ten percent (10%) of the Cost will be the total payment due ("Payment"). Payment due to Contractor by Owner is subject to adjustments for changes in the Work as may be mutually agreed upon by the Owner and Contractor, or as may be required under this Contract. The Owner agrees to pay the Contractor in monthly progress payments for all Work completed. Payments will be due and payable within thirty (30) days of invoice. Final payment to the Contractor shall be made within forty-five (45) days after substantial completion of the Contract and submission of the final invoice, and lien releases conditioned on receipt of final payment, to Owner. The Owner shall not offset any portion of the payment due hereunder against any claim the Owner may have or make against the Contractor.

3.1: Labor and In-House Hourly Equipment Rates:

Description	Rate/HR	Note
Project Manager	$ 125.00	includes phone, fuel, truck, labor burden
Superintendent	$ 120.00	includes phone, fuel, truck, labor burden
Assistant PM	$ 85.00	includes phone, fuel, truck, labor burden
Highly Skilled Operator	$ 52.00	includes labor burden
Operator	$ 46.00	includes labor burden
Skilled Laborer	$ 41.00	includes labor burden
36-44 Ton Excavator	$ 132.76	In case a smaller machine is needed
44-55 Ton Excavator	$ 163.36	planned to be utilized
55-73 Ton Excavator	$ 257.98	In case a larger excavator is needed
2501 - 2850 LB Track Loader	$ 45.81	In case a track loader is needed
150-174 HP Wheel Loader	$ 63.04	In case a wheel loader is needed

Section 4: Entire Agreement. The Contract Documents represent the entire agreement between the Contractor and the Owner regarding the Work and supersede any prior written or oral agreements or representations as to that Work.

Section 5: Time. Time is of the essence of this agreement. Work shall commence within 7 days following Contractor's receipt of Owner's notice to proceed. The Contractor shall work diligently and consistently to complete the Project efficiently.

Section 6: Differing Site Conditions. Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing of any:

(1) Hazardous Material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, or that the handling of which may subject Contactor to legal liability.
(2) Subsurface or latent physical conditions at the site materially different from those indicated in the Contract Documents or apparent from a surface review; or
(3) Unknown physical or other conditions at the site of an unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.

The Owner shall promptly investigate such conditions. If the Owner finds that the worksite conditions do materially differ, or involve Hazardous Material, the Owner shall make an equitable adjustment in the Contract Time for such work by issuing a change order under Article 7.

Section 7: Changes in Work. The Work shall be subject to changes by additions, deletions, or revisions by the Owner. The Owner shall notify Contractor of such changes by delivery of additional and/or revised drawings, specifications, exhibits or written orders. Whenever an adjustment in the Contract time is required because of Owner's change request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including acts of any governmental authority, acts of a public enemy, fire, flood, unusual delay in transportation, abnormal weather conditions, labor disputes, strikes, lack of worksite access, acts of God, natural disasters, or acts

of third parties), the Contractor shall submit to the Owner, within a reasonable time, a detailed estimate with supporting calculations, together with any adjustments to the Contract time. Cost of the change or the amount of the adjustment shall be determined based on the cost to the Contractor plus reasonable amounts for overhead and profit. The Contractor shall not be obligated to perform changes in the Work or additional work until the Owner has approved, in writing, the changes to the Contract time.

Section 8: Suspension of Work. The Contractor, at its option, may suspend Work under the Contract as a result of the following: (1) Owner's failure to timely pay sums due to the Contractor, until such payment is made; (2) a dispute over payment for extra work, differing site conditions, changes by Owner or other circumstances beyond Contractor's control if such circumstance will cause the Contractor to suffer substantial financial hardship if Contractor is required to continue the Work; or (3) Owner's failure to provide Owner's ability to pay Contractor for the work remaining to be performed by Contractor. Any suspension of Work under this Contract will also suspend the progress and completion dates set forth in Section 5.

Section 9: Inspection of the Work. The Contractor shall make the Work accessible at all times for inspection by the Owner. The Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the Contractor's work.

Section 10: Site Access and Rights of Way. The Owner shall provide, no later than the date when needed by the Contractor, all necessary access to the site or sites upon which the Work is to be performed, including convenient access to the site or sites and any other site or sites designated in the Contract Documents for use by the Contractor. Owner shall continue to provide such access until completion of the Contract. Any delay in providing such access shall entitle the Contractor to an equitable adjustment in the Contract time.

Section 11: Surveys and Reports. The Owner shall furnish to Contractor for the Work, prior to the start of the Work, all necessary surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal descriptions that might assist the Contractor in properly evaluating the extent and character of the Work required. The Owner shall provide all site surveys and baselines necessary for the Contractor to locate the principal parts of the Work and perform the Work.

Section 12: Permits, Licenses and Regulations. Unless otherwise provided in the Contract Documents, the Contractor shall obtain and pay (and Owner shall reimburse Contractor) for all permits and licenses of a temporary nature necessary for the prosecution of the Work. The Owner and Contractor shall assist the other in obtaining such permits and licenses. Unless otherwise provided, the Owner shall secure and pay for all permits, licenses and easements for permanent structures or permanent changes in existing facilities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the performance of the Work. If the Contractor observes that drawings, specifications, or other Contract documents are at variance with such laws, ordinances, rules and regulations, the Contractor shall promptly notify Owner of such variance. If any such variances result in any necessary changes in the Work, then the Contractor shall be entitled to an equitable adjustment to the Contract time.

Section 13: Termination. The Owner reserves the right to terminate the Work for its convenience upon notice in writing to the Contractor. In such an event, the Contractor shall be paid its actual costs,

including currently earned overhead and profit, for the portion of the Work performed to the date of termination, and for all of Contractor's incurred costs of termination, including demobilization and any termination charges by vendors and subcontractors. Should the Owner become insolvent or commit a material breach or default under the Contract, including, but not limited to, failure to pay timely undisputed sums due to the Contractor, then the Contractor may terminate this contract.

Section 14: Insurance.

14.1 Contractor's Insurance. The Contractor shall, at its expense, procure and maintain insurance of its operations under this Contract consisting of the following insurance:

a. Worker's Compensation (per statutory requirements and Employers' Liability Insurance ($1,000,000 limit)

b. Commercial General Liability Insurance ($2,000,000 per occurrence & $4,000,000 aggregate limits)

c. Automobile Liability Insurance ($1,000,000 combined single limit)

d. Builder's Risk Insurance (100% of Contract amount)

14.2 Owner's Insurance. The Owner is a public entity and thus does not maintain liability insurance.

14.3 Waiver of Subrogation. Owner and Contractor waive all rights against each other and against all other subcontractors and Owners for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to proceeds of such insurance. If any applicable policies or insurance require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be endorsed or obtain such consent.

14.4 Additional Insured. The Owner shall be named as an additional insured on Contractor's Commercial General Liability, Automobile, and Builder's Risk Insurance.

Section 15: Disputes. Any controversy or claim arising out of or relating to this Contract or its alleged breach, which cannot be resolved by mutual agreement, shall be determined by litigation. The prevailing party in any action or proceeding to enforce this Contract shall recover its reasonable attorney's fees and costs (including expert witnesses) in that action or proceeding.

Section 16: Warranty. Except to the extent of Owner specified items, the Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new, unless otherwise specified, of good quality, free from faults and defects, and in conformance with the Contract Documents, and that all Work under this Contract will be performed in a good and workmanlike manner. Until one year after substantial completion, the Owner shall promptly notify the Contractor in writing upon discovery of any defective Work performed under this Contract, which the Contractor shall correct at its expense. If the Owner fails to promptly notify the Contractor or fails to give the Contractor the opportunity to correct, then the Owner's claim for breach of warranty with respect to the defective Work is waived. The Contractor's warranty under this section excludes remedy for damage or defect caused by abuse (including damage to the Work and materials caused or contributed to by existing

connecting facilities), alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. Further this warranty does not extend to or include specification of materials, any design or repair methods or damages arising from such design or repair methods.

Section 17: Mutual Waiver of Consequential Damages. The Owner and Contractor waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement.

Section 18: Time Limit on Claims. The Owner and Contractor waive all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract that are not commenced within 5 years after the date of Substantial Completion of the Work.

Section 19: Governing Law. This Contract shall be governed by Arkansas law.

City of Bentonville, AR (Owner)	Crossland Heavy Contractors, Inc. (Contractor)
Name	Name
Title	Title
Signature	Signature
Date:	Date:

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE EMERGENCY REPAIR OF THE CITY OF BENTONVILLE'S 48-INCH WATER TRANSMISSION MAIN NEAR DIXIELAND ROAD IN ROGERS, ARKANSAS BY CROSSLAND HEAVY CONTRACTORS, INC., PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, an emergency repair of the City of Bentonville's 48-inch water transmission main was required to preserve the public health and welfare; and

WHEREAS, Crossland Heavy Contractors, Inc. completed the emergency repair and due to the critical timing and health and welfare concerns, competitive bidding was not feasible; and

WHEREAS, a budget adjustment in the amount of one hundred thousand dollars ($100,000.00) to Account #503020-47321 Improvements Other - Line Improvements is necessary to fund this expense.

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 Crossland Heavy Contractors, Inc. for the emergency repair of the City of Bentonville's 48-inch water transmission main near Dixieland Road in Rogers, Arkansas known as the Dixieland Repair Site; and

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; and

Section 3: The 2024 budget should be and the same is hereby amended to appropriate one hundred thousand dollars ($100,000.00) to Account #503020-47321 Improvements Other – Line Improvements in order to fund this expense; and

Section 4 – Emergency Clause: The need to make this purchase is immediate and 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; and

Section 5 - 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 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts pf the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED and APPROVED this ____ day of _____, 2024.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Mike Bender
Phone:	479-271-3140	**For Department(s):**	Water Utilities
Email:	mbender@bentonvillear.com		

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:	Ordinance Approving a Waiver of Bid for Emergency Repair of a 48" Water Transmission Main
Action Recommendation & Justification:	Ordinance waiving the requirement of competitive bidding and entering into an agreement with Crossland Heavy Contractors, Inc. for emergency repair of 48-inch water transmission main located west of Arkansas State Hwy 112 north of W. Wallis Road in Cave Springs, Arkansas. This is a time and material contract for emergency repair after water main was damaged. This is not a budgeted item, and a budget adjustment will be required and requested after the project is completed.
Additional Comments for Consideration (Optional):	Cost of emergency repair contract for Crossland Heavy Contractors, Inc. is $200,000.00. This does not include time, material and equipment provided by the City. Final budget adjustment will include all costs. Utility Board approved this item 5-0.
Amount for Approval:	**$** 200,000.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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
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):

CROSSLAND
HEAVY CONTRACTORS

501 S. East Ave, P.O. Box 350
Columbus, KS 66725
Tel: 620.429.1410

Wednesday, April 03, 2024

SHORT FORM PRIME CONTRACT BETWEEN OWNER & CONTRACTOR

This Agreement ("Contract") is made this 3rd day of April 2024, between Crossland Heavy Contractors, Inc. ("Contractor") and The City of Bentonville, AR ("Owner") with respect to the project, "48" Water Line Point Repair" ("Project").

The project is located on the west side of N Main St (Hwy 112) in Cave Springs between Pace Ln & Evening Star Rd.

Section 1: Contract Documents. The Contract Documents consist of this Contract. The Contractor agrees to furnish all labor & equipment required to complete the work, as set forth in Section 2 ("Scope of Work"), in accordance with the Contract Documents.

Section 2: Scope of Work. The Project "Scope of Work" or "Work" includes dewatering, excavation, exposure of damage, and any additional work as directed by the Owner. The Contractor agrees to furnish labor, materials, equipment, subcontractors & other services required to complete the Scope of Work as directed by the Owner. This includes, but is not limited to, erosion control, demolition & remediation. Repair design, plans, specifications & repair methods will be the responsibility of the Owner.

All Work to be performed shall be at the direction of the Owner or its agent designated by Owner in writing to the Contractor.

Section 3: Price and Payment. The Owner agrees to pay the Contractor for the strict performance of the Work. Hourly cost of labor and in-house equipment (rate sheet listed in Section 3.1), other equipment, materials, subcontractors & services necessary to complete the Work cost ("Cost") plus ten percent (10%) of the Cost will be the total payment due ("Payment"). Payment due to Contractor by Owner is subject to adjustments for changes in the Work as may be mutually agreed upon by the Owner and Contractor, or as may be required under this Contract. The Owner agrees to pay the Contractor in monthly progress payments for all Work completed. Payments will be due and payable within thirty (30) days of invoice. Final payment to the Contractor shall be made within forty-five (45) days after substantial completion of the Contract and submission of the final invoice, and lien releases conditioned on receipt of final payment, to Owner. The Owner shall not offset any portion of the payment due hereunder against any claim the Owner may have or make against the Contractor.

3.1: Labor and In-House Hourly Equipment Rates:

Description	Rate/HR	Note
Project Manager	$ 125.00	includes phone, fuel, truck, labor burden
Superintendent	$ 120.00	includes phone, fuel, truck, labor burden
Assistant PM	$ 85.00	includes phone, fuel, truck, labor burden
Highly Skilled Operator	$ 54.00	includes labor burden
Operator	$ 46.00	includes labor burden
Skilled Laborer	$ 41.00	includes labor burden
36-44 Ton Excavator	$ 132.76	In case a smaller machine is needed
44-55 Ton Excavator	$ 163.36	planned to be utilized
55-73 Ton Excavator	$ 257.98	In case a larger excavator is needed
85 – 104 HP Crawler Dozer	$ 75.35	planned to be utilized
150-174 HP Wheel Loader	$ 63.04	In case a wheel loader is needed

Section 4: Entire Agreement. The Contract Documents represent the entire agreement between the Contractor and the Owner regarding the Work and supersede any prior written or oral agreements or representations as to that Work.

Section 5: Time. Time is of the essence of this agreement. Work shall commence within 7 days following Contractor's receipt of Owner's notice to proceed. The Contractor shall work diligently and consistently to complete the Project efficiently.

Section 6: Differing Site Conditions. Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing of any:

(1) Hazardous Material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, or that the handling of which may subject Contactor to legal liability.
(2) Subsurface or latent physical conditions at the site materially different from those indicated in the Contract Documents or apparent from a surface review; or
(3) Unknown physical or other conditions at the site of an unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.

The Owner shall promptly investigate such conditions. If the Owner finds that the worksite conditions do materially differ, or involve Hazardous Material, the Owner shall make an equitable adjustment in the Contract Time for such work by issuing a change order under Article 7.

Section 7: Changes in Work. The Work shall be subject to changes by additions, deletions, or revisions by the Owner. The Owner shall notify Contractor of such changes by delivery of additional and/or revised drawings, specifications, exhibits or written orders. Whenever an adjustment in the Contract time is required because of Owner's change request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including acts of any

governmental authority, acts of a public enemy, fire, flood, unusual delay in transportation, abnormal weather conditions, labor disputes, strikes, lack of worksite access, acts of God, natural disasters, or acts of third parties), the Contractor shall submit to the Owner, within a reasonable time, a detailed estimate with supporting calculations, together with any adjustments to the Contract time. Cost of the change or the amount of the adjustment shall be determined based on the cost to the Contractor plus reasonable amounts for overhead and profit. The Contractor shall not be obligated to perform changes in the Work or additional work until the Owner has approved, in writing, the changes to the Contract time.

Section 8: Suspension of Work. The Contractor, at its option, may suspend Work under the Contract as a result of the following: (1) Owner's failure to timely pay sums due to the Contractor, until such payment is made; (2) a dispute over payment for extra work, differing site conditions, changes by Owner or other circumstances beyond Contractor's control if such circumstance will cause the Contractor to suffer substantial financial hardship if Contractor is required to continue the Work; or (3) Owner's failure to provide Owner's ability to pay Contractor for the work remaining to be performed by Contractor. Any suspension of Work under this Contract will also suspend the progress and completion dates set forth in Section 5.

Section 9: Inspection of the Work. The Contractor shall make the Work accessible at all times for inspection by the Owner. The Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the Contractor's work.

Section 10: Site Access and Rights of Way. The Owner shall provide, no later than the date when needed by the Contractor, all necessary access to the site or sites upon which the Work is to be performed, including convenient access to the site or sites and any other site or sites designated in the Contract Documents for use by the Contractor. Owner shall continue to provide such access until completion of the Contract. Any delay in providing such access shall entitle the Contractor to an equitable adjustment in the Contract time.

Section 11: Surveys and Reports. The Owner shall furnish to Contractor for the Work, prior to the start of the Work, all necessary surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal descriptions that might assist the Contractor in properly evaluating the extent and character of the Work required. The Owner shall provide all site surveys and baselines necessary for the Contractor to locate the principal parts of the Work and perform the Work.

Section 12: Permits, Licenses and Regulations. Unless otherwise provided in the Contract Documents, the Contractor shall obtain and pay (and Owner shall reimburse Contractor) for all permits and licenses of a temporary nature necessary for the prosecution of the Work. The Owner and Contractor shall assist the other in obtaining such permits and licenses. Unless otherwise provided, the Owner shall secure and pay for all permits, licenses and easements for permanent structures or permanent changes in existing facilities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the performance of the Work. If the Contractor observes that drawings, specifications, or other Contract documents are at variance with such laws, ordinances, rules and regulations, the Contractor shall promptly notify Owner of such variance. If any such variances result in any necessary changes in the Work, then the Contractor shall be entitled to an equitable adjustment to the Contract time.

Section 13: Termination. The Owner reserves the right to terminate the Work for its convenience upon notice in writing to the Contractor. In such an event, the Contractor shall be paid its actual costs, including currently earned overhead and profit, for the portion of the Work performed to the date of termination, and for all of Contractor's incurred costs of termination, including demobilization and any termination charges by vendors and subcontractors. Should the Owner become insolvent or commit a material breach or default under the Contract, including, but not limited to, failure to pay timely undisputed sums due to the Contractor, then the Contractor may terminate this contract.

Section 14: Insurance.

14.1 Contractor's Insurance. The Contractor shall, at its expense, procure and maintain insurance of its operations under this Contract consisting of the following insurance:

a. Worker's Compensation (per statutory requirements and Employers' Liability Insurance ($1,000,000 limit)

b. Commercial General Liability Insurance ($2,000,000 per occurrence & $4,000,000 aggregate limits)

c. Automobile Liability Insurance ($1,000,000 combined single limit)

d. Builder's Risk Insurance (100% of Contract amount)

14.2 Owner's Insurance. The Owner is a public entity and thus does not maintain liability insurance.

14.3 Waiver of Subrogation. Owner and Contractor waive all rights against each other and against all other subcontractors and Owners for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to proceeds of such insurance. If any applicable policies or insurance require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be endorsed or obtain such consent.

14.4 Additional Insured. The Owner shall be named as an additional insured on Contractor's Commercial General Liability, Automobile, and Builder's Risk Insurance.

Section 15: Disputes. Any controversy or claim arising out of or relating to this Contract or its alleged breach, which cannot be resolved by mutual agreement, shall be determined by litigation. The prevailing party in any action or proceeding to enforce this Contract shall recover its reasonable attorney's fees and costs (including expert witnesses) in that action or proceeding.

Section 16: Warranty. Except to the extent of Owner specified items, the Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new, unless otherwise specified, of good quality, free from faults and defects, and in conformance with the Contract Documents, and that all Work under this Contract will be performed in a good and workmanlike manner. Until one year after substantial completion, the Owner shall promptly notify the Contractor in writing upon discovery of any defective Work performed under this Contract, which the Contractor shall correct at its expense. If the Owner fails to promptly notify the Contractor or fails to give the Contractor the opportunity to correct, then the Owner's claim for breach of warranty with respect to the defective

Work is waived. The Contractor's warranty under this section excludes remedy for damage or defect caused by abuse (including damage to the Work and materials caused or contributed to by existing connecting facilities), alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. Further this warranty does not extend to or include specification of materials, any design or repair methods or damages arising from such design or repair methods.

Section 17: Mutual Waiver of Consequential Damages. The Owner and Contractor waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement.

Section 18: Time Limit on Claims. The Owner and Contractor waive all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract that are not commenced within 5 years after the date of Substantial Completion of the Work.

Section 19: Governing Law. This Contract shall be governed by Arkansas law.

City of Bentonville, AR (Owner)	Crossland Heavy Contractors, Inc. (Contractor)
Name	Name
Title	Title
Signature	Signature
Date:	Date:

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE EMERGENCY REPAIR OF THE CITY OF BENTONVILLE'S 48-INCH WATER TRANSMISSION MAIN NEAR ARKANSAS STATE HIGHWAY 112 IN CAVE SPRINGS, ARKANSAS BY CROSSLAND HEAVY CONTRACTORS, INC., PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, an emergency repair of the City of Bentonville's 48-inch water transmission main was required to preserve the public health and welfare; and

WHEREAS, Crossland Heavy Contractors, Inc. completed the emergency repair and due to the critical timing and health and welfare concerns, competitive bidding was not feasible; and

WHEREAS, a budget adjustment in the amount of two hundred thousand dollars ($200,000.00) to Account #503020-47321 Improvements Other - Line Improvements is necessary to fund this expense.

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 Crossland Heavy Contractors, Inc. for the emergency repair of the City of Bentonville's 48-inch water transmission main near Arkansas State Highway 112 in Cave Springs, Arkansas known as the Osage Repair Site; and

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; and

Section 3: The 2024 budget should be and the same is hereby amended to appropriate two hundred thousand dollars ($200,000.00) to Account #503020-47321 Improvements Other – Line Improvements in order to fund this expense; and

Section 4 – Emergency Clause: The need to make this purchase is immediate and 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; and

Section 5 - 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 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts pf the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED and APPROVED this_____ day of_____, 2024.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

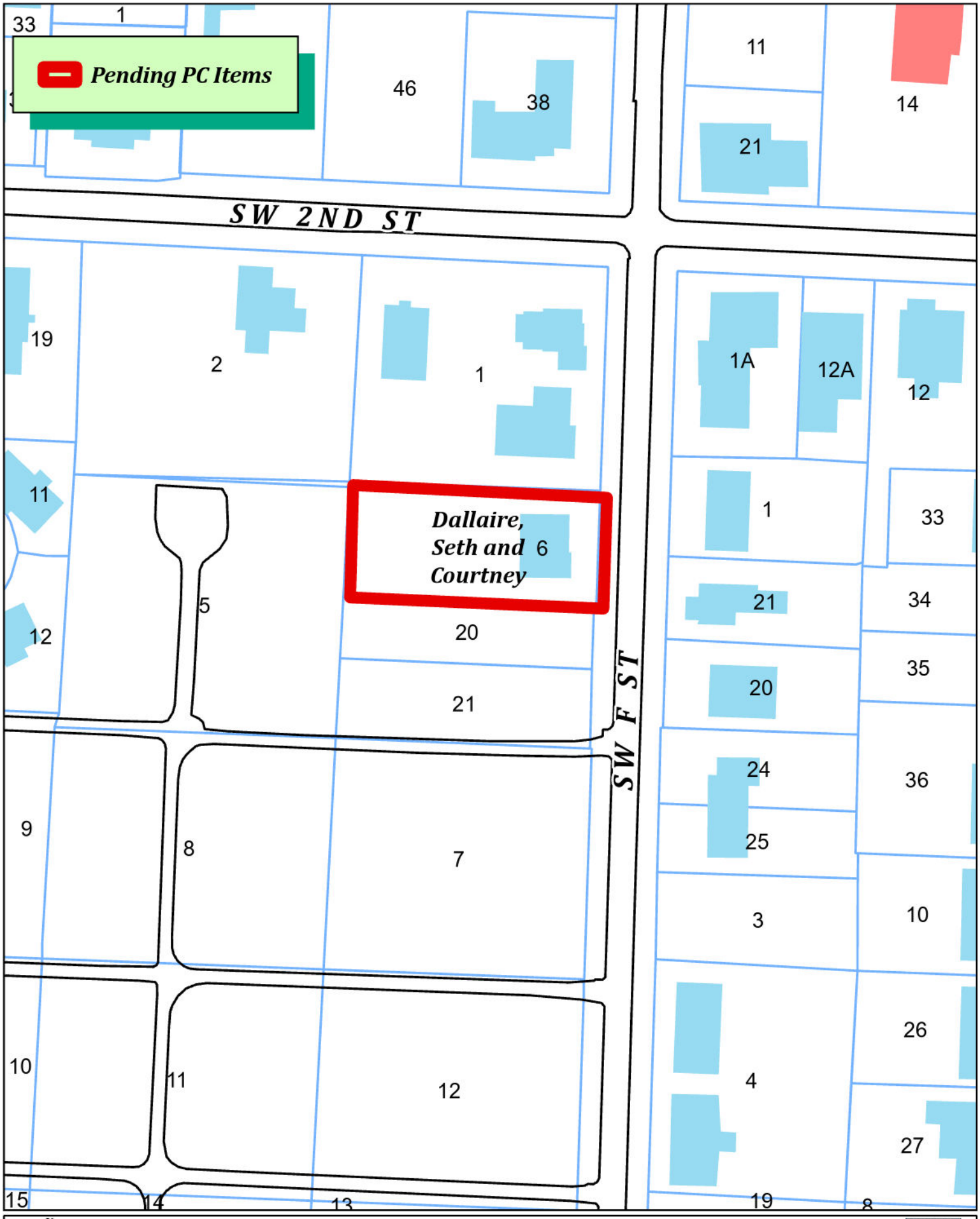
Consent Agenda Item PLA24-0007

For the Planning Commission meeting on April 22, 2024

Details

Property Line Adjustment: Lot 24 of Corelys Addition, Seth Dallaire and Courtney Colodner Dallaire, Trustees, 206 Southwest F Street, R-1, Low-Density Single-Family Residential, PLA24-0007

A property line adjustment of part of Lot 6 of Corelys Addition, creating new Lot 24 of Corelys Addition. This plat dedicates right-of-way along Southwest F Street and a 10' utility easement along F Street. A mutual access easement exists between this property and the one to the north. No other dedications are proposed. No waiver or variances are requested with this lot split.



PLA24-0007
Seth and Courtney Dallaire
Creating Lot 24 Corley Addition

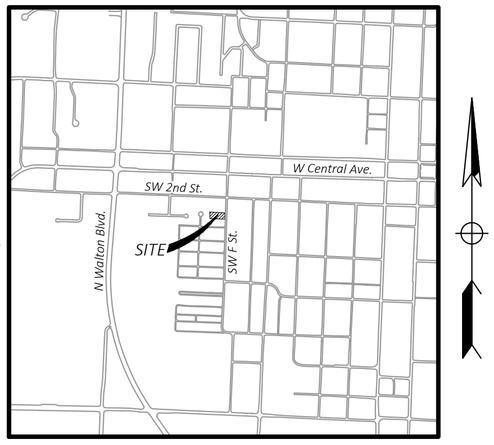
Replat of Lot 6 of Corleys Addition, Creating Lot 24 of Corleys Addition Hufft Projects, LLC.

206 SW F Street

Bentonville, Benton County, Arkansas

GENERAL NOTES:

1. *Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate: Easements, other that possible easements which were visible at the time of making of this survey; building setback lines, restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.*
2. *This plat represents a Replat of Lot 6 of Corley's Addition Subdivision recorded in Deed Instrument #L202313243 in the public records of Benton County, Arkansas.*
3. *Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.*
4. *A title search was not conducted by a certified title company. No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. All documents were provided by the client/clients and/or researched by CEI Engineering Associates, Inc., and may be subject to record/unrecorded: easements, rights of way, covenants, building setback lines, subdivision restrictions, zoning, land regulations or other facts which an accurate and current title search may reveal. There may exist other documents of record which would affect this parcel.*
5. *Basis of Bearings: All bearing and distances shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone, as established by a Static observation processed through Trimble RTX.*
6. *This survey is valid only if the drawing includes the seal and signature of the surveyor.*
7. *This survey meets the current Arkansas Standards of Practice for Property Boundary Surveys and Plats.*
8. *Subsurface and environmental conditions were not examined nor considered a part of this survey.*
9. *No attempt has been made as a part of this boundary survey to obtain or shown data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.*
10. *Underground utilities were located by visible above ground markings as marked by utility locators and shown hereon as located by CEI Engineering Associates, Inc. survey field crews. All utility locations shown hereon are approximate. All utilities may not have been marked/located by the appropriate locators. No excavation has taken place as of this date to determine the exact location of existing underground utilities shown on this survey.*
11. *The contractor is advised to contract the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contract all non-members as well as the One-Call System.*
12. *The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.*
13. *By scaled map location and graphical plotting only. This property is located unshaded Zone "X" which are areas determined to be outside the 0.2% annual chance floodplain determined by the National Flood Insurance Program, Flood Insurance Rate Map for Benton County, Arkansas.*
    Map Number: 05007C0255K
    Map Revised: June 5, 2012
14. *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.*
15. *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.*
16. *Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.*
17. *Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.*
18. *There may not be fences or any other structures built in any drainage easements.*
19. *There are no waivers, variances and/or conditional uses at the time of preparing this plat or plan.*



VICINITY MAP

NOT TO SCALE

Latitude: 36°22'16"N
Longitude: 94°13'02"W

Owners:

Parcel #01-01871-000
Dallair, Seth & Dallair, Courtney Colodner Trustees
206 SW F Street
Bentonville, Arkansas, 72712

Surveyors:

CEI Engineering Associates, Inc.
3108 SW Regency Parkway
Bentonville, AR 72712
Phone: (479) 273-9472
Fax:(479) 271-0536
Surveyor: Dustin Riley, Arkansas PLS#1618

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:* _____

Name & Address: _____

_____

Print Name: _____

Source of Title: *Inst. No. #L202313243*

Subscribed and sworn before me, this _____ *day of* _____, *20*_____.

_____ _____
Notary Public *My Commission Expires*

CERTIFICATE OF APPROVAL:

Pursuant to the Bentonville Land Development Code and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of said rules and regulations.

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

PARENT TRACT DESCRIPTION:

Replat of seventy-five feet (75') of equal width squarely off the North side of Lot 6 in Corley's Addition. Also the South 4 feet of a vacated 8 foot alley to, and North of said Lot 6 in Corley's Addition to the City of Bentonville, Arkansas according to Deed Instrument #L202313243

CERTIFICATE OF SURVEYING ACCURACY:

I Dustin Riley, 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. The field work was completed on May, 30, 2023.

Date of Execution: _____

Signed: _____
Registered Land Surveyor
No.1618
State of Arkansas

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

ATLAS PAGE: 403B

City of Bentonville Project #PLA 24-0007

State Survey Code: 500-20N-30W-0-31-440-04-1618

Solutions for Land and Life

CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING

BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX

CEI ENGINEERING ASSOCIATES, INC.
2600 NE 11TH ST, SUITE 300
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Replat
Hufft Projects, LLC.
206 SW F Street
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

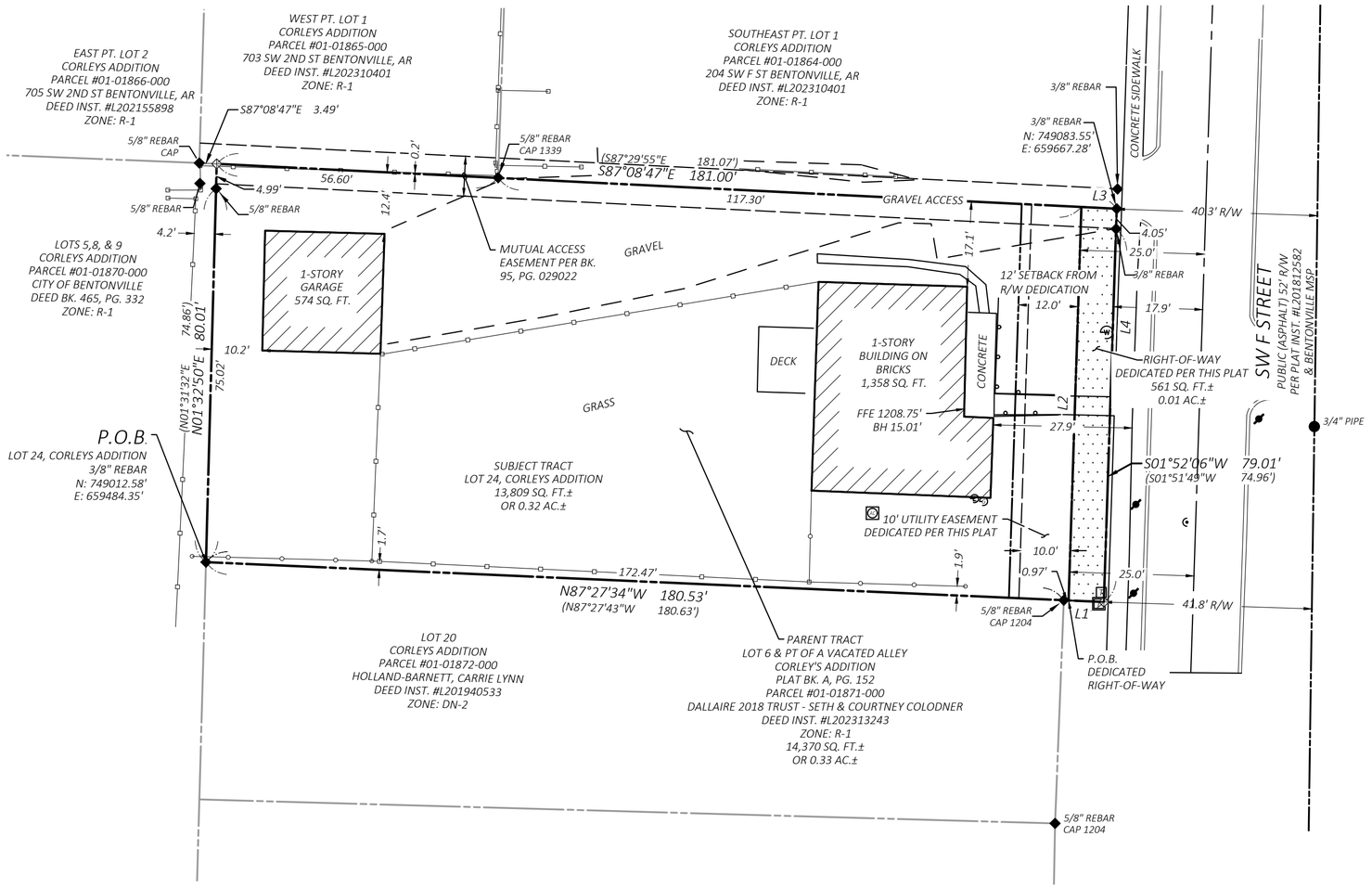
PROFESSIONAL OF RECORD	DGR
DESIGNER	EPL
FIELD WORK	KDM
CEI PROJECT NUMBER	33229
DATE	3/19/2024
REVISION	REV-0

Cover
SHEET TITLE

SHEET NUMBER
1 OF 2

DRAWING LOCATION - S:\33000\33229\DRAWINGS\SURVEY\WORKING\33229RP.DWG -- SAVED BY - PLAMBERT

© 2024 CEI ENGINEERING ASSOCIATES, INC.



0 20' 30' 40'

SCALE IN FEET

Legend

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
- Easement Line
- Chainlink Fence Line
- Wood Fence Line
- Setback Line
- Found Monument (As Noted)
- Set 5/8" Rebar "LS#1618"
- Found Pipe (As noted)
- Sewer Clean Out
- Utility Pole
- Electric Meter
- Gas Meter
- Air Conditioner Unit
- Telephone Riser
- Sewer Manhole (SMH)
- Telephone Vault
- Water Meter
- MSP — Master Street Plan
- R/W — Right-of-Way
- (XXXX) — Record Bearing & Distance per Plat Instrument #L201812582
- Dedicated Right-Of-Way (R/W)

Property Line Table		
Line #	Direction	Length
L1	N87°27'34"W	7.09'
L2	N01°51'36"E	79.05'
L3	S87°08'47"E	7.10'
L4	S01°52'06"W	79.01'

Survey Description:

Subject Tract Description

A part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 31 Township 20 North and Range 30 West, also being a tract of land shown in Deed Instrument #L202313243 in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

BEGINNING at the Northwest Corner of Lot 20 of Corleys Addition Subdivision;
THENCE North 01°32'50" East, 80.01 feet to a 5/8-inch rebar;
THENCE South 87°08'47" East, 173.90 feet to a 3/8-inch rebar at the Southwest F Street Right-Of-Way;
THENCE South 01°51'36" West, 79.05 feet along said Right-of-Way;
THENCE North 87°27'34" West, 173.44 feet to a 3/8-inch rebar; then to the
POINT OF BEGINNING containing 13,809 square feet or 0.32 acres, more or less.

ATLAS PAGE: 403B

City of Bentonville Project #PLA 24-0007

State Survey Code: 500-20N-30W-0-31-440-04-1618

CEI ENGINEERING ASSOCIATES, INC.
2600 NE 11TH ST, SUITE 300
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Replat
Hufft Projects, LLC.
206 SW F Street
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	EPL
FIELD WORK	KDM
CEI PROJECT NUMBER	33229
DATE	3/19/2024
REVISION	REV-0

Replat
SHEET TITLE

SHEET NUMBER
2 OF 2

DRAWING LOCATION - S:\33000\33229\DRAWINGS\SURVEY\WORKING\33229RP.DWG -- SAVED BY - PLAMBERT

© 2024 CEI ENGINEERING ASSOCIATES, INC.

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 6 OF CORLEYS ADDITION AND A VACATED ALLEY CREATING NEW LOT 24 OF CORLEYS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA24-0007)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOT 6 OF CORLEYS ADDITION AND A VACATED ALLEY creating new LOT 24 OF CORLEYS ADDITION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on April 16, 2024;

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 LOT 6 OF CORLEYS ADDITION AND A VACATED ALLEY creating new LOT 24 OF CORLEYS 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 _____, 2024.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

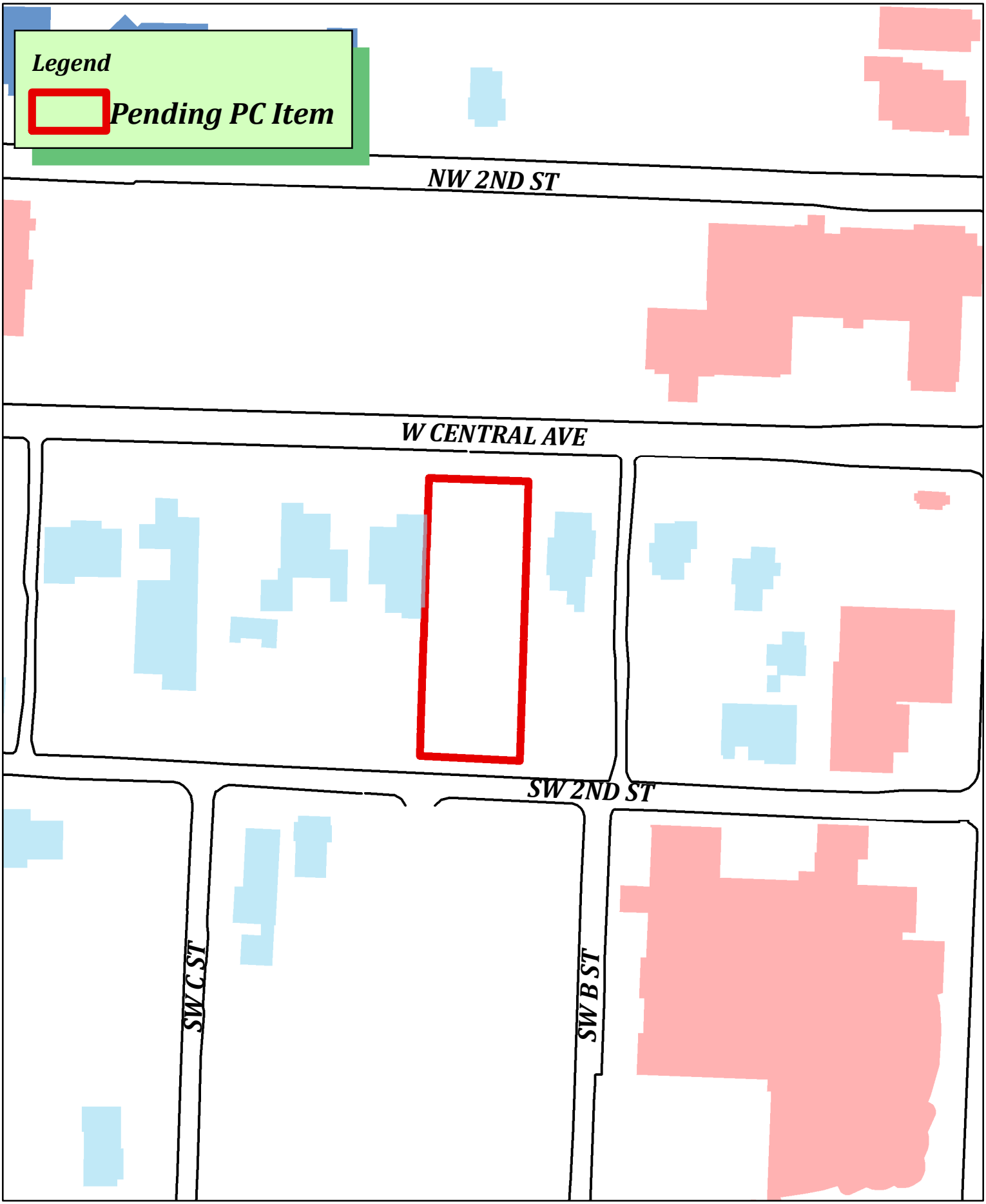
Consent Agenda Item LS23-0053

For the Planning Commission meeting on April 22, 2024

Details

Lot Split: Lots 231 and 232 of the Original Town of Bentonville Subdivision, Mitchell Whiddon, 303 West Central Avenue, R-1, Low-Density Single-Family Residential, *LS23-0053*

A lot split of part of Lot 147 and all of Lot 148 of the Original Town of Bentonville Subdivision, creating new lots 231 and 232 of the Original Town of Bentonville Subdivision. This plat dedicates a small portion of right-of-way along West Central Avenue and a 15' utility easement along both Central and Southwest 2nd Street. An existing 5' utility easement is provided along the east boundary line to accompany a 5' easement on the adjacent lot split to provide adequate access for utilities to all newly created lots. No other dedications are proposed. No waiver or variances are requested with this lot split.



N
W E
S

LS23-0053
Whiddon-303 W. Central Ave
Creating Lots 231 and 232

THE CITY OF BENTONVILLE

LOT SPLIT FOR LOTS 147 & 148 OF THE ORIGINAL TOWN OF BENTONVILLE SUBDIVISION CREATING NEW LOTS 231 & 232

303 WEST CENTRAL AVENUE, BENTONVILLE, ARKANSAS 72712

RECORD DESCRIPTION

THE WEST HALF (W1/2) OF LOTS 147 AND 148 IN THE ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "S" AT PAGE 75.

SURVEY DESCRIPTION

LOT 231
PART OF LOTS 147 AND 148 OF THE ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "S" AT PAGE 75, BEING DESCRIBED AS FOLLOWS:
BEGINNING AT A SET 5/8" REBAR OCCUPYING THE NORTHWEST CORNER OF SAID LOT 147 OF THE ORIGINAL TOWN OF BENTONVILLE, SAID REBAR BEING LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF WEST CENTRAL AVENUE; THENCE ALONG SAID RIGHT-OF-WAY LINE S88°40'37"E 81.06 FEET TO A SET 5/8" REBAR; THENCE LEAVING SAID RIGHT-OF-WAY S01°39'54"W 260.70 FEET TO A FOUND 1/2" REBAR; THENCE N87°48'24"W 5.00 FEET TO A SET 5/8" REBAR; THENCE N01°39'54"E 127.02 FEET TO A SET 5/8" REBAR; THENCE N88°30'44"W 76.22 FEET TO A SET 5/8" REBAR; THENCE N01°44'00"E 137.04 FEET TO THE POINT OF BEGINNING, CONTAINING 0.270 ACRES (11,764 SQUARE FEET), MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

LOT 232
PART OF LOTS 147 AND 148 OF THE ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "S" AT PAGE 75, BEING DESCRIBED AS FOLLOWS:
COMMENCING FROM A SET 5/8" REBAR OCCUPYING THE NORTHWEST CORNER OF SAID LOT 147 OF THE ORIGINAL TOWN OF BENTONVILLE, LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF WEST CENTRAL AVENUE; THENCE LEAVING SAID RIGHT-OF-WAY LINE S01°44'00"W 137.04 FEET TO A SET 5/8" REBAR BEING THE TRUE POINT OF BEGINNING; THENCE S88°30'44"E 76.22 FEET TO A SET 5/8" REBAR; THENCE S01°39'54"W 127.02 FEET TO A SET 5/8" REBAR; THENCE N87°48'24"W 81.37 FEET TO A FOUND 1" PINCHED PIPE OCCUPYING THE SOUTHWEST CORNER OF SAID LOT 148; THENCE N01°44'00"E 126.08 FEET TO THE POINT OF BEGINNING, CONTAINING 0.222 ACRES (9,655 SQUARE FEET),, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

MISCELLANEOUS NOTES

COMPLETED FIELD WORK:
SEPTEMBER 13, 2023

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILE NO. L202261732.
2. SURVEY PLAT FILED IN PLAT BOOK A-15 AT PAGE 246.
3. SURVEY PLAT FILED IN PLAT BOOK 2011 AT PAGE 284.
4. SURVEY PLAT FILED IN PLAT BOOK S AT PAGE 75.
5. SURVEY PLAT FILED IN PLAT BOOK 15 AT PAGE 11.

BASIS OF BEARING:
THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD83.

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.

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.

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

SIGNATURE BLOCKS

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, HEATH A. MYERS, 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

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. AR 1826
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

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0255K, WHICH BEARS AN EFFECTIVE DATE OF 06/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

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.

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 23RD DAY OF JANUARY, 2024.

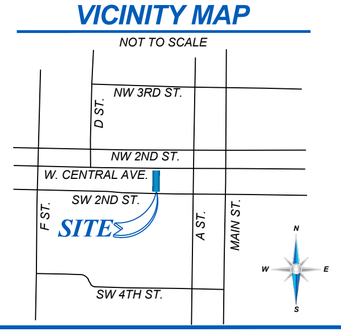
CERTIFICATE OF AUTHORIZATION — BLEW & ASSOCIATES, PA: No. 1534 — ARKANSAS

LICENSED PROFESSIONAL SURVEYOR — STATE OF ARKANSAS No. 1826 — SIGNATURE — HEATH A MYERS

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.

VICINITY MAP

NOT TO SCALE



OWNER DEVELOPER

MITCHELL WHIDDON
MITCHELL.WHIDDON@YAHOO.COM
5901 COLLEGE BOULEVARD, SUITE 100
OVERLAND PARK, KANSAS 66211
APN: 01-01087-000

TOTAL LAND AREA

21,419 ± SQUARE FEET
0.492 ± ACRES

SHEET 1 OF 2

DATE	REVISION HISTORY	BY
01/23/2024	PLANNING COMMENTS	TPN

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL:SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 ·FAX: 479.582.1883
WWW.BLEWINC.COM

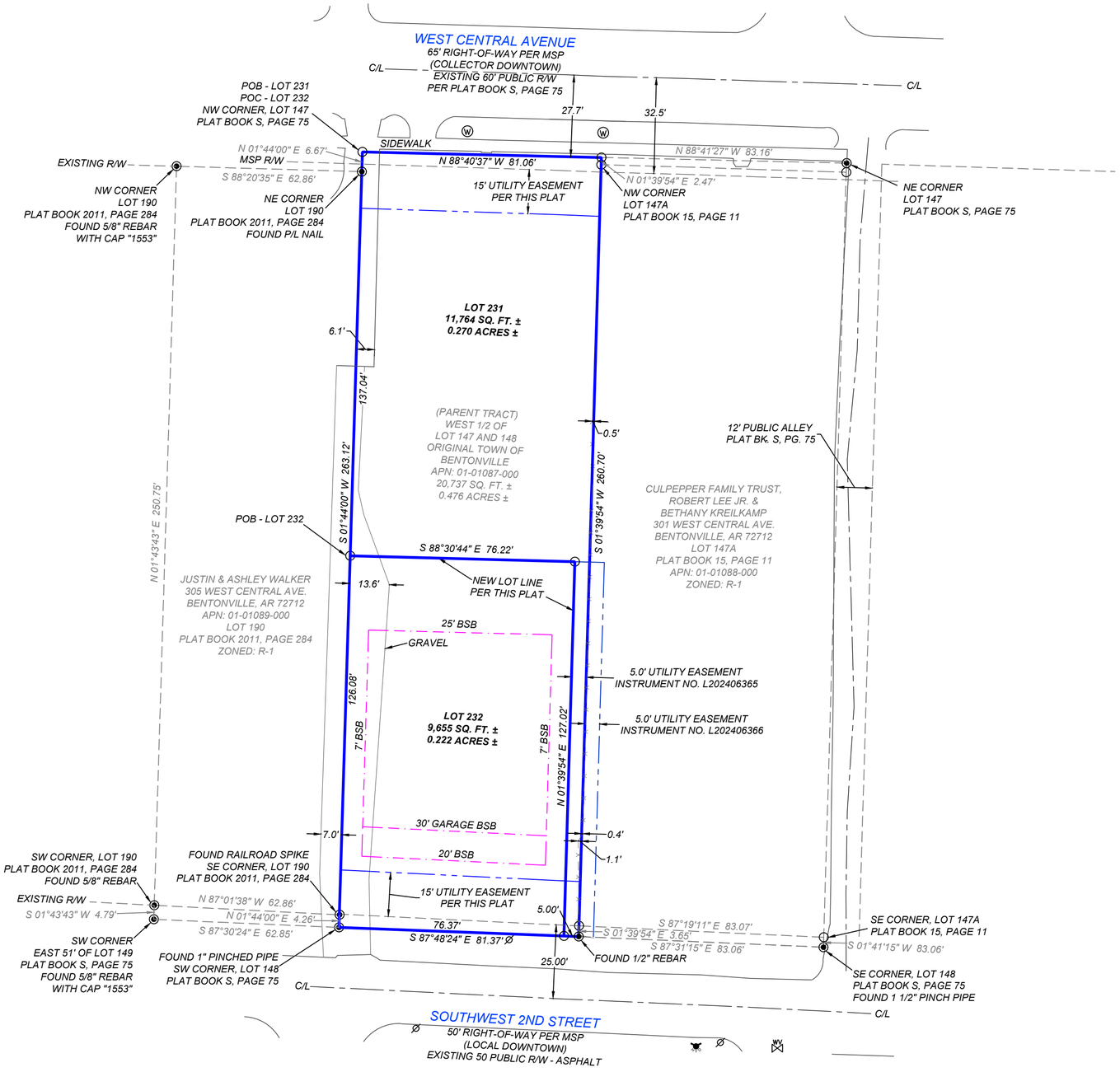
SURVEYOR JOB NUMBER: 23-6352	**SURVEY DRAWN BY:** DLS - 09/19/2023
SURVEY REVIEWED BY: TPN & JV	**SCALE:** 1" =30'
FOR THE USE AND BENEFIT OF: MITCHELL WHIDDON	**COB PROJECT NUMBER:** LS23-0053

LOT SPLIT FOR LOTS 147 & 148 OF THE ORIGINAL TOWN OF BENTONVILLE SUBDIVISION CREATING NEW LOTS 231 & 232

303 WEST CENTRAL AVENUE, BENTONVILLE, ARKANSAS 72712

N
W E
S

1" = 30'
GRAPHIC SCALE
0 15' 30' 60'



LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- SET 5/8" REBAR WITH CAP "AR 1826"
- COMPUTED POINT
- POWER POLE
- LIGHT POLE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- GRV GRAVEL
- POB POINT OF BEGINNING
- MSP MASTER STREET PLAN
- BOUNDARY LINE
- RIGHT-OF-WAY LINE (R/W)
- CENTERLINE (C/L)
- FENCE LINE
- SETBACK LINE
- EASEMENT LINE

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 23RD DAY OF JANUARY, 2024.

BLEW & ASSOCIATES, PA
CERTIFICATE OF AUTHORIZATION
No. 1534
ARKANSAS

PROFESSIONAL LICENSED SURVEYOR
STATE OF ARKANSAS
No. 1826
SIGNATURE
HEATH A MYERS

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

SURVEYOR JOB NUMBER: 23-6352	**SURVEY DRAWN BY:** DLS - 09/19/2023
SURVEY REVIEWED BY: TPN & JV	**SCALE:** 1" =30'
FOR THE USE AND BENEFIT OF: MITCHELL WHIDDON	**COB PROJECT NUMBER:** LS23-0053

SHEET 2 OF 2

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 147 AND THE WEST HALF OF LOT 148 OF THE ORIGINAL TOWN OF BENTONVILLE SUBDIVISION CREATING NEW LOTS 231 AND 232 OF THE ORIGINAL TOWN OF BENTONVILLE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS23-0053)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 147 AND THE WEST HALF OF LOT 148 OF THE ORIGINAL TOWN OF BENTONVILLE SUBDIVISION creating new LOTS 231 AND 232 OF THE ORIGINAL TOWN OF BENTONVILLE SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 16, 2024;

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 LOT 147 AND THE WEST HALF OF LOT 148 OF THE ORIGINAL TOWN OF BENTONVILLE SUBDIVISION creating new LOTS 231 AND 232 OF THE ORIGINAL TOWN OF BENTONVILLE SUBDIVISION 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 _____, 2024.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

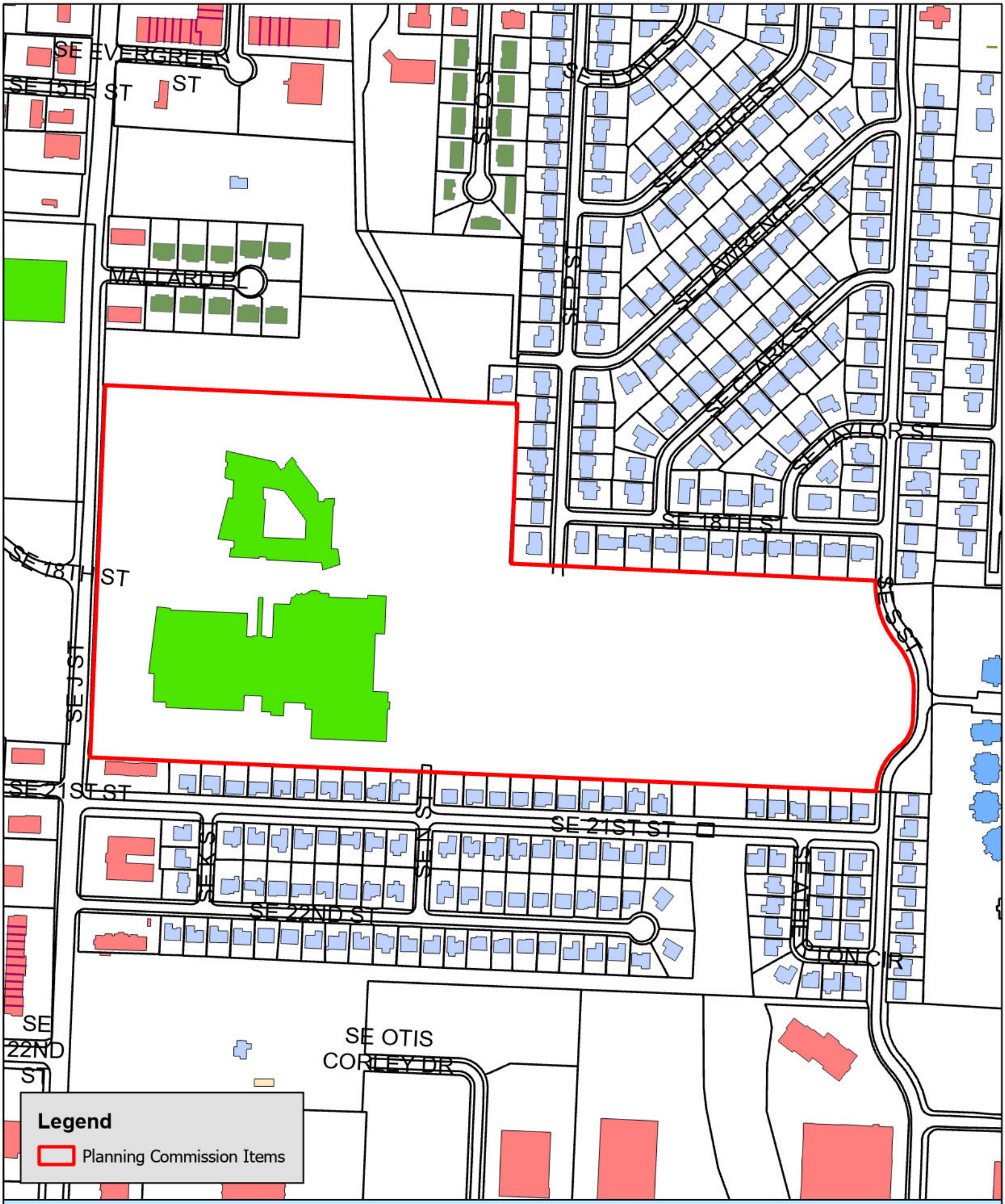
Consent Agenda Item LS23-0063

For the Planning Commission meeting on April 22, 2024

Details

Lot Split: Lots 2 and 3 of School Subdivision, Bentonville School District, 1801 Southeast J Street, A-1, Agriculture, *LS23-0063*

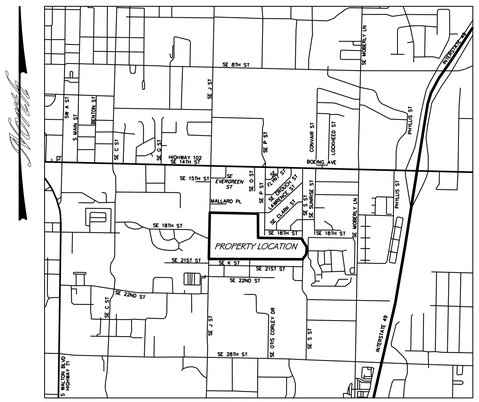
A lot split of existing Lot 1 of School Subdivision, creating new Lots 2 and 3 of School Subdivision. Per the requirements of the current Master Street Plan, this plat dedicates a small portion of right-of-way along Southeast J Street and Southeast S Street. The plat also dedicates easement for existing infrastructure that was not previously dedicated for reasons unknown to staff. No other dedications are proposed and no waivers or variances are requested with this lot split.



LS23-0063
Lot Split
Affordable Housing Bentonville

SCHOOL SUBDIVISION - LOTS 2 & 3

BEING A LOT SPLIT OF LOT 1, SCHOOL SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS


Arkansas
SE 8TH ST
SE 10TH ST
SE 13TH ST
SE 15TH ST
SE 16TH ST
SE 18TH ST
SE 21ST ST
SE 22ND ST
SE 28TH ST
S WALTON BLVD
S MAIN ST
S WALNUT ST
S COLLEGE ST
S BENTON ST
S WILLOW ST
S ELM ST
S WALNUT ST
S ELM ST
S MAIN ST
S COLLEGE ST
S BENTON ST
S WILLOW

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 OF SCHOOL SUBDIVISION CREATING NEW LOTS 2 AND 3 OF SCHOOL SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS23-0063)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 1 OF SCHOOL SUBDIVISION creating new LOTS 2 AND 3 OF SCHOOL SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 16, 2024;

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 LOT 1 OF SCHOOL SUBDIVISION creating new LOTS 2 AND 3 OF SCHOOL SUBDIVISION 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 _____, 2024.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Future Land Use Map Amendement - Willey - Residential Estate to High Density Residential (HDR)

1200 Southwest Elm Tree Road

PC Date: 4/16/2024

Staff Report Details

Project Number	RZ24-0010
Applicant / Current Owner	Joseph Willey
Site Area	+/- 1.0 Acres
Current Zoning	A-1, Agriculture
Requested Zoning	R-3, Medium-High Density Multifamily Residential
Current Future Land Use Map Designation	Residential Estate (R-E)
Requested Future Land Use Map Designation	Medium Density Residential (MDR)
Development Type / Use	Townhome or Multifamily
Related projects	N/A

Property Description

The subject property is located at 1200 Southwest Elm Tree Road, just north of the intersection of Southwest Elm Tree Road and Arkansas State Highway 102. It is currently the location of a non-conforming single-family dwelling, and zoned A-1, Agriculture. The current land use is Residential Estate (R-E). The property has direct access to Southwest Elm Tree Road.

Project Details

The applicant is requesting a land use map amendment from Residential Estate (R-E) to Medium Density Residential (MDR) and a zoning change from A-1, Agriculture to R-3, Medium-High Density Multifamily Residential. The applicant states that they intend to develop the property for townhomes or multifamily residential dwellings.

Relationship to the General Plan / Projected Traffic Impact

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

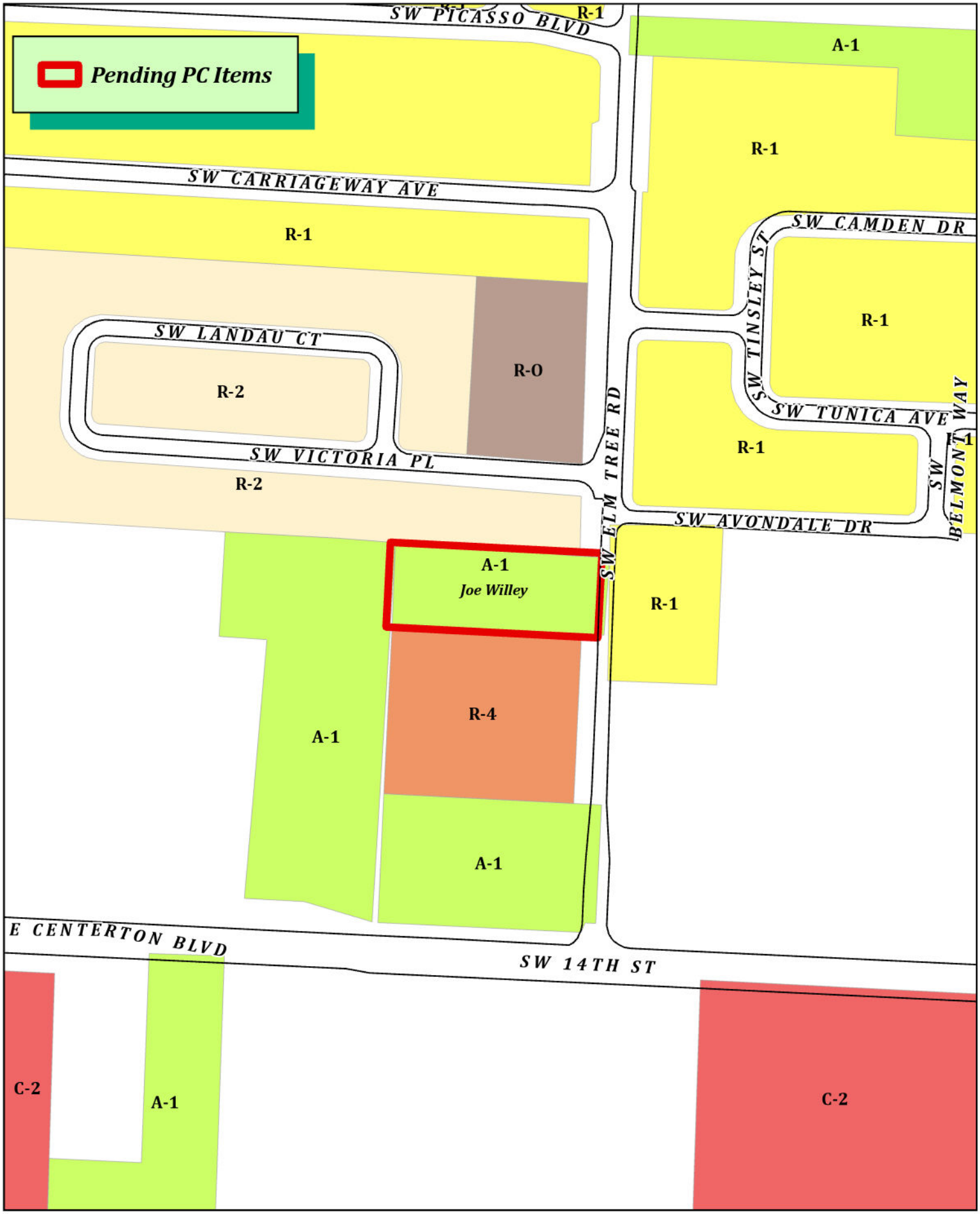
Higher densities are appropriate along higher capacity roadways such as collectors. This request would follow a pattern of development that includes a mix of single-family, two-family and multifamily developments along the Southwest Elm Tree corridor. The property's proximity to Hwy 102 also puts it adjacent to R-4, High Density Multifamily Residential and close to C-2, General Commercial zonings near the Southwest ELm Tree Road and Highway 102 intersection.

A downstream sewer capacity analysis will be required with the submittal of the preliminary plat or Large Scale Development . This will ensure that there is capacity in the system for the additional dwelling units proposed by this request.

Conclusion

This rezoning request is not consistent with the Future Land Use Plan, but there are compelling reasons why the Planning Commission may want to find that the proposal is consistent with the vision of growth and development for this area of the city. The property is located in Priority Area 3 "Edge Growth" as indicated in the city's comprehensive plan. The "Edge Growth" areas focus on development in areas proximity to existing infrastructure in order to capitalize on municipal investments that have already taken place.

Additional Details



RZ24-0010
Joe Willey
A-1 to R-3

March 8, 2024

Planning Department
City of Bentonville
305 SW A Street
Bentonville, AR 72712

Re: 1200 SW Elm Tree Road
Bentonville, AR 72712
Rezoning Request

We are representing Joe Willey to rezone property on the west side of SW Elm Tree Road, located at the above referenced address. The property is currently a single-family residence, and the owner would like to rezone the property to R-3, Medium Density Residential to facilitate a desired multi-family development.

1. The current zoning designation is A-1, Agricultural. The proposed zoning designation is R-3, Medium Density Residential.
2. The R-3 designation will allow the owner to develop the property into a multi-family residential development.
3. Currently, future land use for this property is Residential Estates, so in addition to the rezone request we are requesting the future land use be amended to Medium-High Density Residential to facilitate the R-3 zoning.
4. The use of the property is desired to be Multi-Family Residential with a goal of achieving 16-20 total units.
5. The property will have access directly to SW Elm Tree.
6. Signage, if any, will meet all city sign ordinances.
7. The appearance of the development is not known at this time. The development will follow the Bentonville Municipal Code.
8. There is an 8" PCV sanitary sewer approximately 250' south of the development with existing utility easement to allow extension to the property. There is an existing 12" waterline along SW Elm Tree to service the property.

Sincerely,
HALFF

[redacted]

Patrick Foy P.E.
Land Development Lead

NOTICE OF INTENT TO REZONE

Mr. Joseph Willey has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from A-1, Agriculture to R-3, Medium-Density Residential

The legal description of the property is as follows:

A part of the SE ¼ of the SW ¼ of Section 35, Township 20 North, Range 31 West, Benton County, Arkansas, described as beginning at a point 660 feet North and 330 feet West of the SE corner of the said SE ¼ of the SW ¼; thence South 132 feet, thence East 330 feet to the center of Elm Tree Road; thence North along said road 132 feet; thence West 330 feet to the point of beginning as shown on plat record 5 at page 188. Subject to the right of way of Elm Tree Road along the East side thereof.

The common description of the property is: 1200 SW Elm Tree Road

The public hearing will be held April 16, 20 24 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☑ I / we have no objections to the rezoning. ☐ I / we object to the rezoning because:

[redacted]

72712

Signature and Physical Address

Signature and Physical Address

WILLIAM D. OLDHAM, Mgr. SUITE SPACES, LLC

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM RESIDENTIAL ESTATE TO HIGH-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0010)

WHEREAS, Joseph Willey duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of RESIDENTIAL ESTATE and to HIGH-DENSITY RESIDENTIAL, which property is described as follows:

A PART OF THE SE ¼ OF THE SW ¼ OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT A POINT 660 FEET NORTH AND 330 FEET WEST OF THE SE CORNER OF THE SAID SE ¼ OF THE SW ¼; THENCE SOUTH 132 FEET, THENCE EAST 330 FEET TO THE CENTER OF ELM TREE ROAD; THENCE NORTH ALONG SAID ROAD 132 FEET; THENCE WEST 330 FEET TO THE POINT OF BEGINNING AS SHOWN ON PLAT RECORD 5 AT PAGE 188. SUBJECT TO THE RIGHT OF WAY OF ELM TREE ROAD ALONG THE EAST SIDE THEREOF;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 16, 2024 at 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 future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of RESIDENTIAL ESTATE to HIGH-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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 ___ day of _____, 2024.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0010)

WHEREAS, Joseph Willey 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 A-1, AGRICULTURAL to R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE SE ¼ OF THE SW ¼ OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT A POINT 660 FEET NORTH AND 330 FEET WEST OF THE SE CORNER OF THE SAID SE ¼ OF THE SW ¼; THENCE SOUTH 132 FEET, THENCE EAST 330 FEET TO THE CENTER OF ELM TREE ROAD; THENCE NORTH ALONG SAID ROAD 132 FEET; THENCE WEST 330 FEET TO THE POINT OF BEGINNING AS SHOWN ON PLAT RECORD 5 AT PAGE 188. SUBJECT TO THE RIGHT OF WAY OF ELM TREE ROAD ALONG THE EAST SIDE THEREOF;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 16, 2024 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 A-1, AGRICULTURAL to R-3, MEDIUM-HIGH DENSITY MULTIFAMILY 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 A-1, AGRICULTURAL to R-3, MEDIUM-HIGH DENSITY MULTIFAMILY 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 _____, 2024.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Sponberg

202 Southwest D Street

PC Date: 4/16/2024

Staff Report Details

Project Number	RZ24-0011
Applicant / Current Owner	Will Kellstrom/Donna Sponberg
Site Area	+/- 0.57 Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	DN-2, Downtown Medium Density Residential
Current Future Land Use Map Designation	Low Density Residential (LDR)
Requested Future Land Use Map Designation	Medium Density Residential (MDR)
Development Type / Use	
Related projects	

Property Description

The subject property is located at 202 Southwest D Street, the southwest corner of D and Southwest 2nd Street. The property is presently zoned R-1, Low-Density Single-Family Residential, with a land use designation of Low Density Residential (LDR). The property has direct access to both D and 2nd Street. Surrounding zoning districts include R-1, Low-Density Single-Family Residential to the North, East, and West, and RC-2, Central Residential to the South.

Project Details

The applicant has requested a rezoning of the property from R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential, with an accompanying land use amendment request from Low Density Residential (LDR) to Medium Density Residential (MDR). The applicant states in their narrative that they are not anticipating any specific project, but want to redesignate the property to be more in line with neighboring properties' land use and zoning designations.

Relationship to the General Plan / Projected Traffic Impact

Relationship to the General Plan / Projected Traffic Impact

The property is presently designated as Low Density Residential (LDR). The block just to the east of the request is designated as Medium Density Residential (MDR), as well as the block two blocks to the west. Additionally, further south along the subject property's block, MDR picks up ahead of 3rd Street.

Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

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.

This location is also well within Priority Area 1 of the Community Plan which calls for intensification in the downtown area.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

The subject property is located in an area with a mix of land use designations. Within just a few block of this request are Low Density Residential (LDR), Medium Density Residential (MDR), Downtown Commercial, and Public/Semi-public. It is also located in Priority Area 1 Downtown Intensification which this request would meet the intent of, as the land use and thereby zoning, would allow for more intense uses than those found in the R-1, Low-Density Single-Family Residential district.

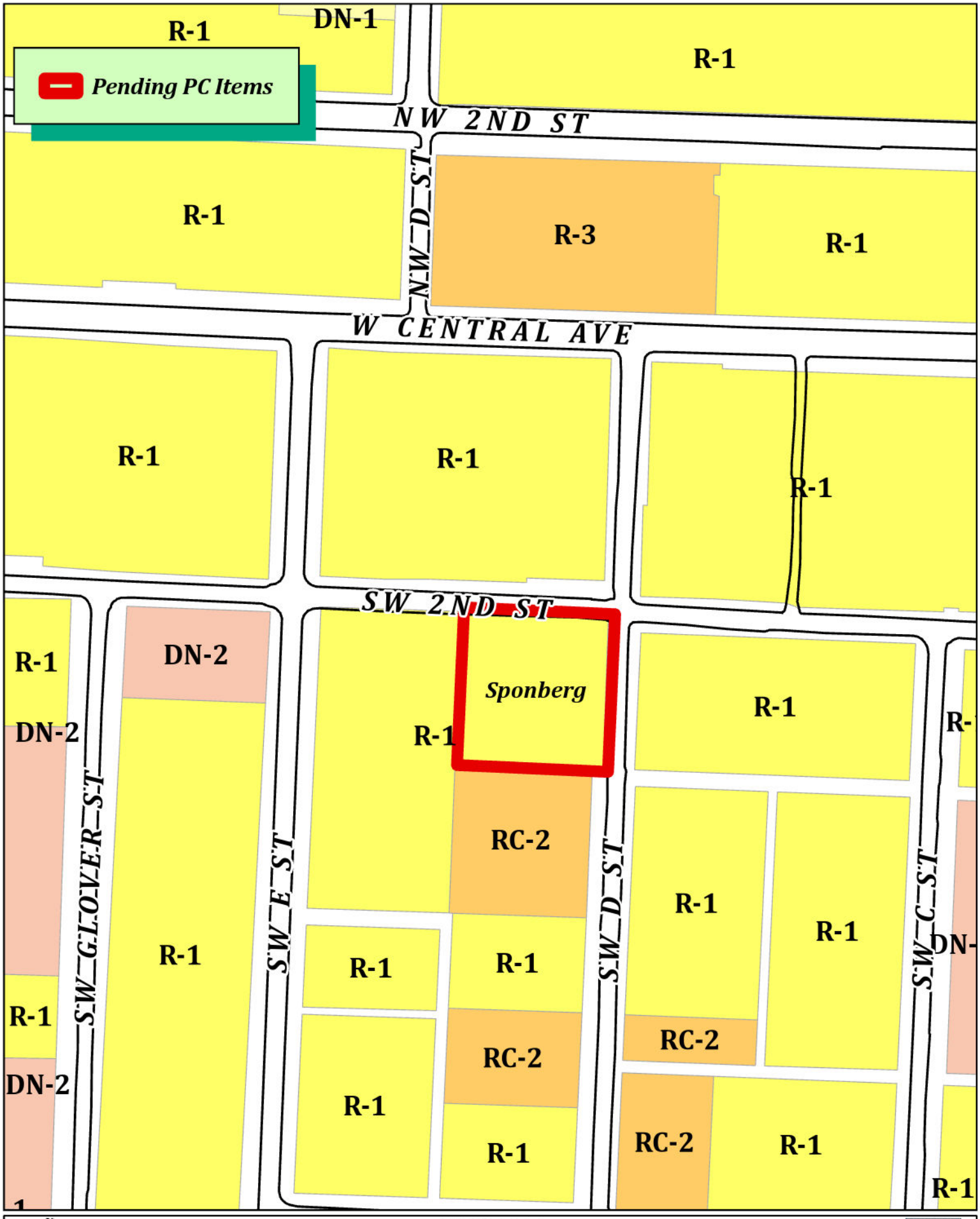
Similarly, this property lies within an area with a mix of zoning districts. To the south is RC-2 zoning, which is roughly equivalent to DN-2 zoning. Within a few blocks though are R-1, Low-Density Single-Family Residential, DN-2, Downtown Medium Density Residential, DE, Downtown Edge, and DC, Downtown Core.

From a built environment lens, this neighborhood, being generally the Southwest Downtown area, constitutes a mix of residential unit types, including: large and small lot single-family, duplexes, and townhomes. All public utilities exist and currently service this site.

Conclusion

Given this property's location within a mix of land uses, zoning districts, and building types, as well as the Community Plan's call for this area to be intensified in Downtown, staff recommends approval of this request.

Additional Details



RZ24-0011
Sponberg
R-1 to DN-2

WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER (OF COUNSEL)
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

March 12, 2024

City of Bentonville
Planning Department
305 SW A Street
Bentonville, Arkansas 72712

RE: Rezoning Parcel No. 01-01764-000 from R-1, Low Density Residential, to DN-2, Downtown Medium Density Residential; AND
Requesting an Amendment of the Future Land Use Plan from LDR, Low Density Residential to MDR, Medium Density Residential

Dear Planning Staff:

My name is Will Kellstrom and I have been retained to assist the applicant, Donna Sponberg, with respect to this rezoning request. The applicant is requesting that the property, Parcel No. 01-01764-000 (hereinafter "the Property"), be rezoned from R-1, Low Density Residential, to DN-2, Downtown Medium Density Residential, and for the Future Land Use Plan ("FLUP") designation of the Property to be amended from Low Density Residential ("LDR") to Medium Density Residential ("MDR").

The applicant would like to rezone the property to bring it into conformance with the FLUP designation of the surrounding properties, as well as to obtain a zoning which would allow development in conformity with nearby developments. Because the Property is currently designated as LDR on the FLUP, the designation would need to be amended to MDR in order to facilitate a rezoning to DN-2.

The Property is located on the corner of SW D St. and SW 2nd St.. The vast majority of SW D St. from SW 4th St. to SW 2nd St. on both the East and West sides of the street are already designated as MDR on the FLUP. A portion of the FLUP with the subject property highlighted has been enclosed herewith. Essentially all parcels in the aforementioned section of D St. have already designated as MDR, except for the seven (7) northernmost parcels on the West side of SW D St.

1106 WEST POPLAR STREET
ROGERS, AR 72756
PH: 479-636-2168
FX: 479-636-6098
WWW.WATKINSLAWOFFICE.COM

REAL ESTATE, CONSTRUCTION & LIEN LAW, LAND USE & PLANNING
CORPORATE & COMMERCIAL LAW, BANKING, BANKRUPTCY
CRIMINAL LAW, FAMILY LAW, GUARDIANSHIPS, LANDLORD-TENANT
ESTATE PLANNING, ELDER LAW, PROBATE, TRUST LITIGATION
CIVIL LITIGATION, COMMERCIAL & CONSUMER DEBT COLLECTION

Of the seven parcels, several are already developed at a lot width of less than fifty (50) feet, and four are already zoned RC-2, which was a precursor to DN-2 in the Bentonville Zoning Code. Essentially, the Property is the sole remaining property in this portion of SW D St. which is not designated as MDR on the FLUP, or otherwise already developed in an MDR-fashion–i.e. in a similar style to what would be permitted under DN-2 zoning. Accordingly, the Property would be more in conformity with surrounding properties and uses if it were designated as MDR and zoned DN-2.

The applicant is not contemplating any particular project for this property at the current time, other than to split it as would be allowed under DN-2 zoning. Traffic generated would be similar to other redevelopment on SW D St. Lastly, there are six inch (6") water and eight inch (8") sewer lines available at SW D St..

Thank you for considering this request for rezoning. If you have any questions, please contact me at 479-636-2168 or at wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ *Will A. Kellstrom*

Will A. Kellstrom

WK:
pc:

NOTICE OF INTENT TO REZONE

Donna Sponberg has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential to DN-2, Downtown Medium Density Residential

The legal description of the property is as follows:

See attached.

The common description of the property is: 202 SW D St.

The public hearing will be held April 16th, 2024 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☐ I / we have no objections to the rezoning.
☒ I / we object to the rezoning because:

I object because this a single home Street/neighborhood

[redacted]

Signature and Physical Address

DelKondiK LLC
Joe Delacruz, operating manager/owner

NOTICE OF INTENT TO REZONE

Donna Sponberg has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential to DN-2, Downtown Medium Density Residential

The legal description of the property is as follows:

See attached.

The common description of the property is: 202 SW D St.

The public hearing will be held April 16th, 2024 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☒ I / we have no objections to the rezoning.
☐ I / we object to the rezoning because:

[redacted]

BENTONVILLE, AR

Signature and Physical Address

NOTICE OF INTENT TO REZONE

Donna Sponberg has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1, Low Density Single-Family Residential to DN-2, Downtown Medium Density Residential

The legal description of the property is as follows:

See attached.

The common description of the property is: 202 SW D St.

The public hearing will be held April 16th, 2024 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☒ I / we have no objections to the rezoning.
☐ I / we object to the rezoning because:

[redacted]

Signature and Physical Address

Edward A. Gold

[redacted]

Bentonville, AR 72712

[redacted]

Signature and Physical Address

Kerri L. Ruttenberg

[redacted]

Bentonville, AR 72712

NOTICE OF INTENT TO REZONE

Donna Sponberg has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential to DN-2, Downtown Medium Density Residential

The legal description of the property is as follows:

See attached.

The common description of the property is: 202 SW D St.

The public hearing will be held April 16th, 2024 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☒ I / we have no objections to the rezoning.
☐ I / we object to the rezoning because:

* We encourage the lot sizes and house architecture to match that of existing homes on SW D Street. (row style)

[redacted]

Signature and Physical Address

[redacted]

Bentonville Ar 72712

Signature and Physical Address

[redacted]

Bentonville, AR 72712

NOTICE OF INTENT TO REZONE

Donna Sponberg has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential to DN-2, Downtown Medium Density Residential

The legal description of the property is as follows:

See attached.

The common description of the property is: 202 SW D St.

The public hearing will be held April 16th, 2024 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

- [x] I / we have no objections to the rezoning.
- [ ] I / we object to the rezoning because:

[redacted]

Signature and Physical Address

[redacted]

St. Bentonville, AR 72712

Signature and Physical Address

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM LOW-DENSITY RESIDENTIAL TO MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0011)

WHEREAS, Donna Sponberg duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of LOW-DENSITY RESIDENTIAL and to MEDIUM-DENSITY RESIDENTIAL, which property is described as follows:

> THE EAST HALF OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT: PART OF THE NE ¼ OF THE NW ¼ AND PART OF THE NW ¼ OF THE NE ¼ OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 18 LINKS SOUTH AND 1.29 CHAINS WEST OF THE QUARTER SECTION CORNER ON THE NORTH SIDE OF SAID SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND RUNNING THENCE EAST 20 RODS, THENCE SOUTH 10 RODS AND 11 LINKS, THENCE WEST 20 RODS, THENCE NORTH 10 RODS AND 11 LINKS TO THE PLACE OF BEGINNING, EXCEPT SO MUCH THEREOF AS MAY BE OCCUPIED BY THE PUBLIC STREETS ON THE NORTH AND EAST SIDES THEREOF, AS SHOWN IN PLAT RECORD 9 AT PAGE 130;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 16, 2024 at 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 future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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 ___ day of _____, 2024.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

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-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0011)

WHEREAS, Donna Sponberg 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-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

> THE EAST HALF OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT: PART OF THE NE ¼ OF THE NW ¼ AND PART OF THE NW ¼ OF THE NE ¼ OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 18 LINKS SOUTH AND 1.29 CHAINS WEST OF THE QUARTER SECTION CORNER ON THE NORTH SIDE OF SAID SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND RUNNING THENCE EAST 20 RODS, THENCE SOUTH 10 RODS AND 11 LINKS, THENCE WEST 20 RODS, THENCE NORTH 10 RODS AND 11 LINKS TO THE PLACE OF BEGINNING, EXCEPT SO MUCH THEREOF AS MAY BE OCCUPIED BY THE PUBLIC STREETS ON THE NORTH AND EAST SIDES THEREOF, AS SHOWN IN PLAT RECORD 9 AT PAGE 130;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 16, 2024 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-2, DOWNTOWN MEDIUM-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-2, DOWNTOWN MEDIUM-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 _____, 2024.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Future Land Use Map Amendment - Greenhouse-Highway 12 LLC - Open Space to General Commercial

Southwest Regional Airport Boulevard and Greenhouse Road

PC Date: 4/16/2024

Staff Report Details

Project Number	RZ24-0012
Applicant / Current Owner	HALFF ASSOCIATES / GREENHOUSE-HIGHWAY 12 LLC
Site Area	+/- 1.53 Acres
Current Zoning	A-1, Agriculture
Requested Zoning	C-2, General Commercial
Current Future Land Use Map Designation	Open Space
Requested Future Land Use Map Designation	General Commercial
Development Type / Use	Gas Station
Related projects	WAV24-0008

Property Description

This property is located on the northwest corner of Greenhouse Road and Southwest Regional Airport Boulevard. The property is currently zoned A-1, Agriculture, and has a land use classification of Open Space. The property has Planned Residential Development (PRD) and Planned Unit Development (PUD) to the north and east, R-1, Low-Density Single-Family Residential to the west, and C-2, General Commercial to the south. Adjacent properties are a mix of land uses.

Project Details

N/A

Relationship to the General Plan / Projected Traffic Impact

The Future Land Use Plan currently shows this property as Open Space, in which the proposed rezoning of C-2, General Commercial, is not compatible. As such, the applicant is requesting a Future Land Use Map Amendment to General Commercial. General commercial areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include

Relationship to the General Plan / Projected Traffic Impact

retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged, but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impact of parking should be minimized through site design and landscaping.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

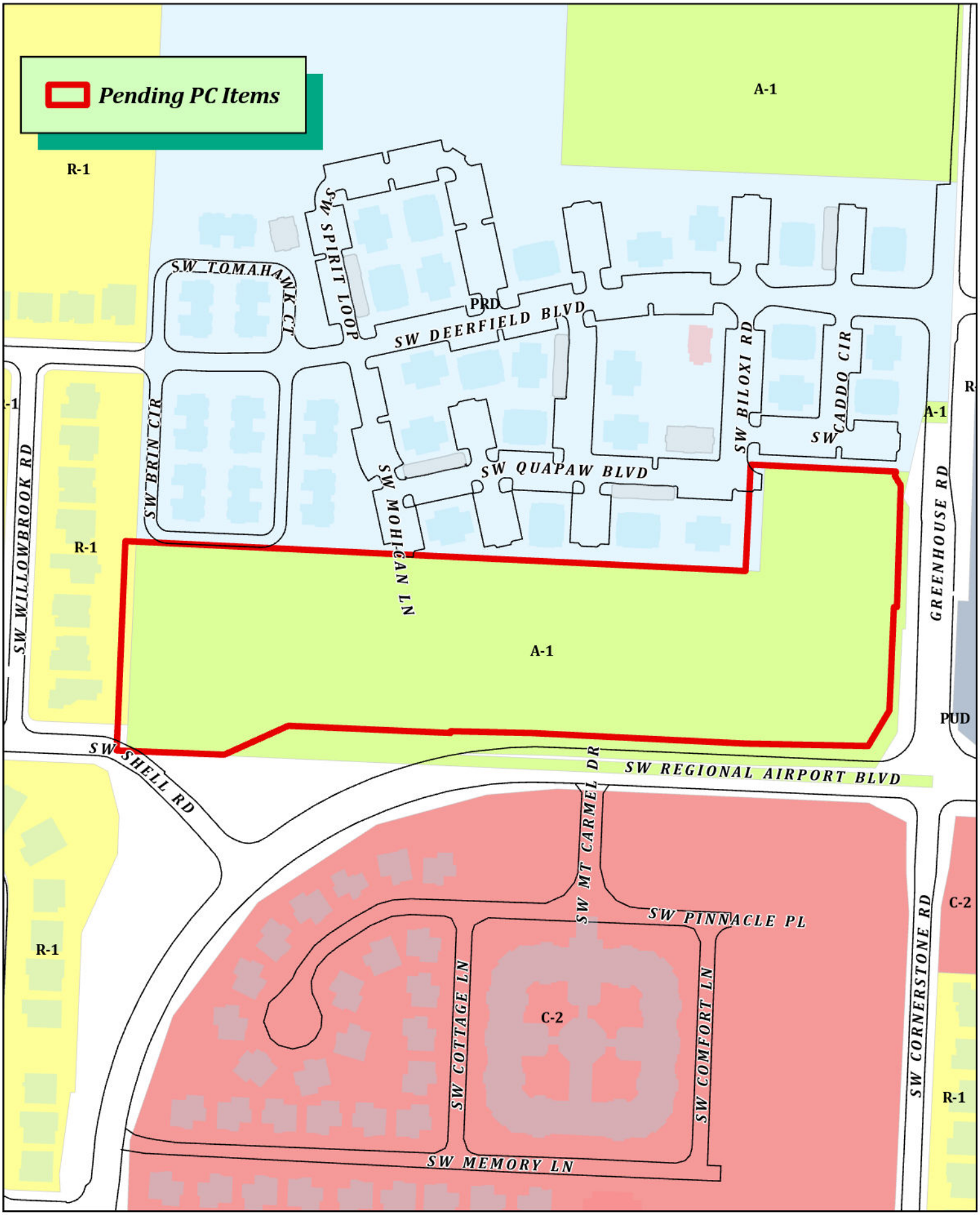
The requested C-2, General Commercial zoning district represents the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries.

There is currently another gas station across Greenhouse Road to the west of the proposed rezoning. The applicant has submitted a waiver request to orient the structure away from the corner of Regional Airport and Greenhouse (WAV24-0008). There is a city project to improve Greenhouse Road that will need to be coordinated once a large scale application has been submitted.

Conclusion

This rezoning request is not consistent with the Future Land Use Plan without the approval of the amendment to General Commercial. The applicant states in their narrative that they wish to develop the lot into a gas station.

Additional Details



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RZ24-0012
Casey's General Store
REZONE A-1 to C-2

March 5, 2024

Planning Department
City of Bentonville
305 SW A Street
Bentonville, AR 72712

Re: Greenhouse-Highway 12 LLC (Parcel #01-19682-000)
Bentonville, AR 72713
Rezoning Request

We are representing Casey's General Store and Greenhouse-Highway 12 LLC, to rezone property on the corner of Greenhouse Rd and Airport Blvd. The property is currently undeveloped, and the owner would like to rezone the property to C-2, Commercial to facilitate the use of the property as a Fueling Station and Convenience Store.

1. The current zoning designation is A-1 Agricultural. The proposed zoning is C-2 – General Commercial Purpose.
2. The C-2 designation will allow the owner to develop the property as needed to house a fueling station and convenience store.
3. Currently the future land use map shows this property as Agricultural, however surrounding uses include low density residential to the southwest side, High density residential to the south, as well as general commercial to the east. However, zoning shows C-2 to the south and southeast of the lot, not matching the future land use map. With this rezone request we also ask that an amendment be made to the future land use map, this request is compatible with the surrounding uses as general commercial is present directly to the east of the property.
4. The proposed use of the property is to house a Casey's General Store, a Fueling station and Convenience Store
5. The property will have access points on Greenhouse Rd on the East as well as an access point on Airport Blvd to the South.
6. Signage will meet all city sign ordinances.
7. The appearance of the development includes, a 4,000 Sq Ft building, parking lot, as well as fueling bays with a canopy matching the buildings appearance.
8. There is an existing 12" water line on the east and south side of the building. There is an existing 8" sanitary sewer line on the north side of the property.

Sincerely,
Halff

[redacted]

Dustin Higgins, E.I

Project Manager

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM OPEN SPACE TO GENERAL COMMERCIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0012)

WHEREAS, GREENHOUSE-HIGHWAY 12 LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of OPEN SPACE and to GENERAL COMMERCIAL, which property is described as follows:

A PART OF LOT 1, THE RESERVE SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT OF SUBDIVISION FILED FOR RECORD AS INSTRUMENT NO. L202161297, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A MAG NAIL MARKING THE SOUTHWEST CORNER OF SAID LOT 1, ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER, NORTHWEST QUARTER (SW1/4, NW 1/4) OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, BENTONVILLE, BENTON COUNTY, ARKANSAS; THENCE BY BEARING AND DISTANCE (BASIS OF BEARINGS, GRID NORTH), SOUTH 87°46'01" EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 176.91 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY 12 (SOUTHWEST REGIONAL AIRPORT BOULEVARD) AS ESTABLISHED BY ARDOT, JOB NO. 090251; THENCE NORTH 65°42'51" EAST CONTINUING ALONG SAID SOUTH LINE AND ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 115.33 FEET; THENCE SOUTH 87°28'06" EAST CONTINUING ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 267.25 FEET; THENCE NORTH 09°11'47" WEST CONTINUING ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 2.98 FEET TO A TWO-INCH (2") ALUMINUM MONUMENT STAMPED BY GARVER-PS 1392; THENCE SOUTH 88°40'59" EAST CONTINUING ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 134.79 FEET TO A TWO-INCH (2") ALUMINUM MONUMENT STAMPED BY GARVER-PS 1392; THENCE SOUTH 87°10'35" EAST CONTINUING ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 349.47

FEET TO A ONE-HALF INCH (1/2") REBAR WITH PS #1347 CAP AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, NORTH 02°28'53" EAST A DISTANCE OF 290.30 FEET TO A ONE-HALF INCH (1/2") REBAR WITH PS #1374 CAP; THENCE SOUTH 87°31'07" EAST A DISTANCE OF 238.70 FEET TO A ONE-HALF INCH (1/2") REBAR WITH PS #1507 CAP ON THE WEST RIGHT-OF-WAY LINE OF GREENHOUSE ROAD AS ESTABLISHED BY SAID ARDOT, JOB NO. 090251, ALSO BEING THE EAST LINE OF SAID LOT 1; THENCE SOUTH 01°48'26" WEST ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID EAST LINE A DISTANCE 55.76 FEET TO A FIVE-EIGHTHS INCH (5/8") REBAR WITH PS #1392 CAP; THENCE NORTH 88º11'34" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID EAST LINE A DISTANCE OF 5.00 FEET TO A FIVE-EIGHTHS INCH (5/8") REBAR WITH PS #1392 CAP; THENCE SOUTH 02º28'53" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID EAST LINE A DISTANCE OF 170.01 FEET TO A TWO-INCH (2") ALUMINUM MONUMENT STAMPED BY GARVER-PS 1392; THENCE SOUTH 30º56'29" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID EAST LINE A DISTANCE OF 67.96 FEET TO A TWO-INCH (2") ALUMINUM MONUMENT STAMPED BY GARVER-PS 1392 ON SAID NORTH RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY 12 (SOUTHWEST REGIONAL AIRPORT BOULEVARD); THENCE NORTH 88º52'35" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 200.06 FEET TO A TWO-INCH (2") ALUMINUM MONUMENT STAMPED GARVER-PS 1392; THENCE NORTH 87°10'35" WEST A DISTANCE OF 1.97 FEET TO THE POINT OF BEGINNING, CONTAINING 1.53 ACRES, MORE OR LESS;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 16, 2024 at 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 future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of OPEN SPACE to GENERAL COMMERCIAL on the City of Bentonville Future Land Use Map;

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 _____ day of _____, 2024.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-2, GENERAL COMMERCIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0012)

WHEREAS, GREENHOUSE-HIGHWAY 12 LLC 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 A-1, AGRICULTURAL to C-2, GENERAL COMMERCIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF LOT 1, THE RESERVE SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT OF SUBDIVISION FILED FOR RECORD AS INSTRUMENT NO. L202161297, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A MAG NAIL MARKING THE SOUTHWEST CORNER OF SAID LOT 1, ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER, NORTHWEST QUARTER (SW1/4, NW 1/4) OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, BENTONVILLE, BENTON COUNTY, ARKANSAS; THENCE BY BEARING AND DISTANCE (BASIS OF BEARINGS, GRID NORTH), SOUTH 87°46'01" EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 176.91 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY 12 (SOUTHWEST REGIONAL AIRPORT BOULEVARD) AS ESTABLISHED BY ARDOT, JOB NO. 090251; THENCE NORTH 65°42'51" EAST CONTINUING ALONG SAID SOUTH LINE AND ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 115.33 FEET; THENCE SOUTH 87°28'06" EAST CONTINUING ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 267.25 FEET; THENCE NORTH 09°11'47" WEST CONTINUING ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 2.98 FEET TO A TWO-INCH (2") ALUMINUM MONUMENT STAMPED BY GARVER-PS 1392; THENCE SOUTH 88°40'59" EAST CONTINUING ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE A DISTANCE

OF 134.79 FEET TO A TWO-INCH (2”) ALUMINUM MONUMENT STAMPED BY GARVER-PS 1392; THENCE SOUTH 87°10'35” EAST CONTINUING ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 349.47 FEET TO A ONE-HALF INCH (1/2") REBAR WITH PS #1347 CAP AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, NORTH 02°28'53” EAST A DISTANCE OF 290.30 FEET TO A ONE-HALF INCH (1/2”) REBAR WITH PS #1374 CAP; THENCE SOUTH 87°31'07” EAST A DISTANCE OF 238.70 FEET TO A ONE-HALF INCH (1/2”) REBAR WITH PS #1507 CAP ON THE WEST RIGHT-OF-WAY LINE OF GREENHOUSE ROAD AS ESTABLISHED BY SAID ARDOT, JOB NO. 090251, ALSO BEING THE EAST LINE OF SAID LOT 1; THENCE SOUTH 01°48'26” WEST ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID EAST LINE A DISTANCE 55.76 FEET TO A FIVE-EIGHTHS INCH (5/8”) REBAR WITH PS #1392 CAP; THENCE NORTH 88º11'34" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID EAST LINE A DISTANCE OF 5.00 FEET TO A FIVE-EIGHTHS INCH (5/8”) REBAR WITH PS #1392 CAP; THENCE SOUTH 02º28'53" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID EAST LINE A DISTANCE OF 170.01 FEET TO A TWO-INCH (2”) ALUMINUM MONUMENT STAMPED BY GARVER-PS 1392; THENCE SOUTH 30º56'29" WEST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND SAID EAST LINE A DISTANCE OF 67.96 FEET TO A TWO-INCH (2”) ALUMINUM MONUMENT STAMPED BY GARVER-PS 1392 ON SAID NORTH RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY 12 (SOUTHWEST REGIONAL AIRPORT BOULEVARD); THENCE NORTH 88º52'35" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 200.06 FEET TO A TWO-INCH (2") ALUMINUM MONUMENT STAMPED GARVER-PS 1392; THENCE NORTH 87°10'35" WEST A DISTANCE OF 1.97 FEET TO THE POINT OF BEGINNING, CONTAINING 1.53 ACRES, MORE OR LESS;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 16, 2024 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 A-1, AGRICULTURAL to C-2, GENERAL COMMERCIAL.

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 A-1, AGRICULTURAL to C-2, GENERAL COMMERCIAL 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 _____, 2024.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Future Land Use Map Amendment - Skylight Homes LLC - Agriculture to Medium-Density Residential

3820 GINN RD

PC Date: 4/16/2024

Staff Report Details

Project Number	RZ24-0014
Applicant / Current Owner	CK Civil / Skylight Homes LLC
Site Area	+/- 49.85 Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	R-2, Medium Density Two Family and Townhome Residential
Current Future Land Use Map Designation	Agriculture
Requested Future Land Use Map Designation	Medium Density Residential (MDR)
Development Type / Use	A mix of single and multi-family developments
Related projects	N/A

Property Description

This property is located at 3820 Ginn Road. The property is currently zoned R-1, Low-Density Single-Family Residential, and has a land use classification of Agriculture. The property is surrounded by R-1, Low-Density Single-Family Residential properties on all sides. There are a majority of Agriculture land use classifications around the property with a few Low Density Residential (LDR) to the north.

Project Details

N/A

Relationship to the General Plan / Projected Traffic Impact

The Future Land Use Plan currently shows this property as Agriculture, in which the proposed rezoning of R-2 is not compatible. As such, the applicant is requesting a Future Land Use Amendment to Medium Density Residential (MDR). Medium-density residential areas include townhouses or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including

Relationship to the General Plan / Projected Traffic Impact

neighborhood parks, places of worship, etc.

This property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. Edge growth focuses on development in areas proximate to existing infrastructure in order to capitalize on municipal investment that has already taken place. Depending on the size of any proposed project, a traffic study may be required to analyze impacts on the community at the time of project submittal.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

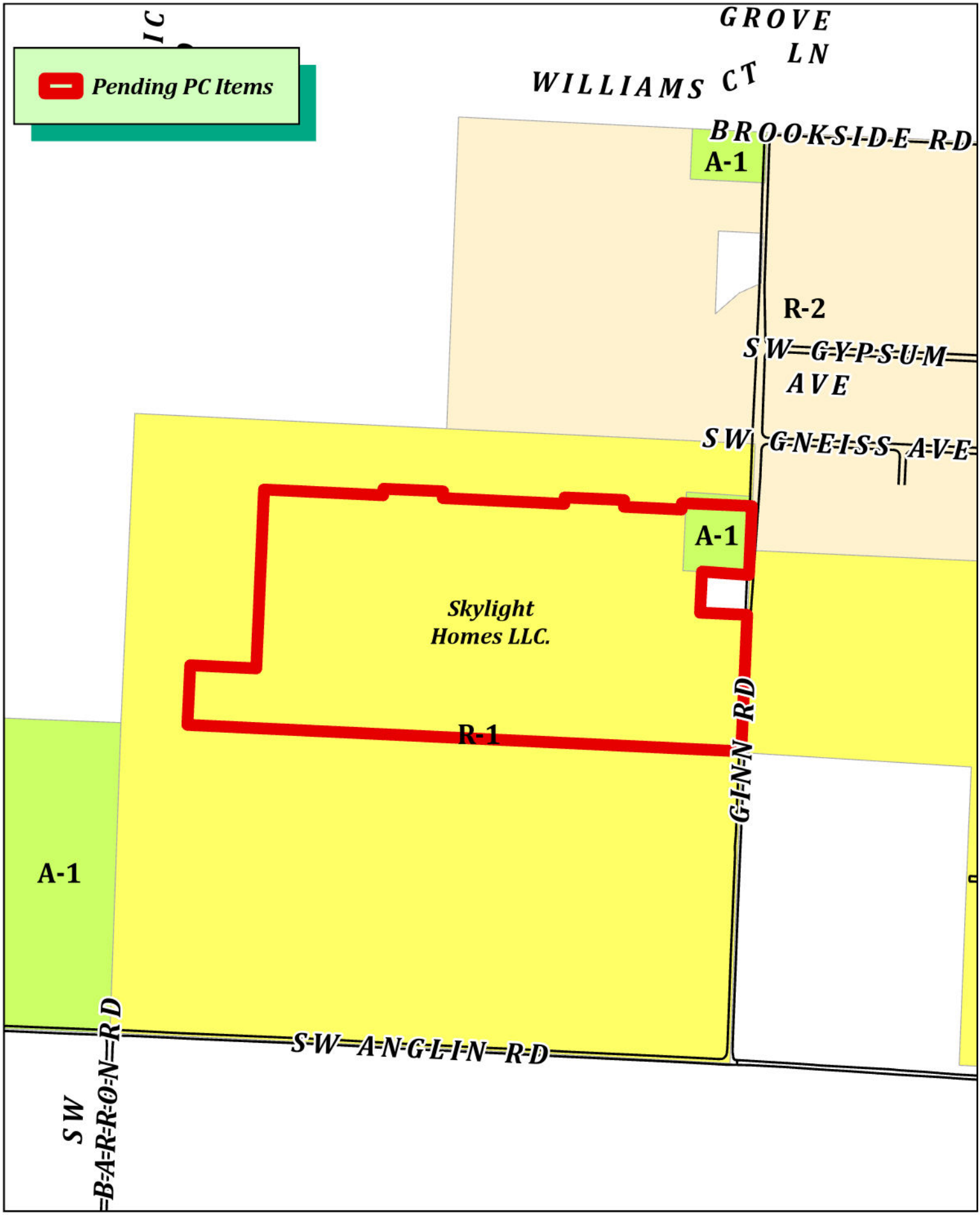
Analysis / Waivers

The R-2 District encourages the basic land use restrictions as the R-1 District. It allows slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations. The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate conversion of one family residences to two-family use in established developed areas. The district may be located in developed areas or undeveloped areas of the City where an environment compatible with moderate density residential development can be established. Such a district can also be located in medium density areas where conversion may facilitate their continuation as a desirable area. is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district. Rezoning matches the Master Land Use Plan.

Conclusion

This rezoning request is not consistent with the Future Land Use Plan but is in line with the vision of growth and development for this area of the city. The applicant states in their narrative that they wish to develop the lot into a mix of single and multi-family developments

Additional Details



RZ24-0014
Skylight Homes LLC.
R-1 to R-2

March 11, 2024

CK CIVIL ENGINEERING

Rishi Valley Rezone

101 Parkwood St #1, Suite C
Lowell, AR 72745
479-200-5242
ck-civil.com

REZONE NARRATIVE

1.1. The current zoning is R-1 Single Family and the requested zoning R-2 Medium Density Single-family Residence

1.2. Sklylight Homes LLC owns the property.

1.3. No land sale has been proposed.

1.4. Allow for a mix of single and multi-family developments.

1.5. Property west and northwest are zoned R-2. As a mix of single and multi-family dwellings, this will fit in well with surrounding properties.

1.6. The addition of a small development of the lot would have a minimal impact on the existing traffic counts. A traffic study has been done and is included.

1.7. The proposed signage would be monument sign that aligns with the city's codes and ordinances. The exact nature of the sign is unknown at this time will adapt to city comments.

1.8. Appearance would be in a style appropriate for the development and within the city code.

1.9. Water is available on-site with a 12" water line from Centerton Utilities to the east. The sewer is available on-site at the NW corner for Centerton Utilities. BEUD has power lines on Ginn Road.

Prepared by Clint Karstetter with CK Civil Engineering.

Clint Karstetter, PE

Principal, Civil Engineer

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM AGRICULTURE TO MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0014)

WHEREAS, SKYLIGHT HOMES LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of AGRICULTURE and to MEDIUM-DENSITY RESIDENTIAL, which property is described as follows:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT COMMENCING AT AN EXISTING MAG NAIL FOR THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9 AND RUNNING THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER S02°29'49”W 277.82' TO A POINT, FROM WHICH A SET 1/2" REBAR BEARS N87°30'55”W 43.50', THENCE CONTINUING ALONG SAID EAST LINE S02°29'49”W 293.33' TO AN EXISTING MAG NAIL, THENCE LEAVING SAID EAST LINE N85'53'30'W 200.36' TO AN EXISTING 1/2" REBAR, THENCE S02°42'07”W 175.12' TO AN EXISTING 1/2" REBAR, THENCE S87°25’58”E 200.91' TO AN EXISTING MAG NAIL ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE ALONG SAID EAST LINE S02°29'49'W 581.87' TO AN EXISTING 1/2" REBAR FOR THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER SAID SECTION 9 N87°15'34’’W 2360.75' TO A SET 1/2" REBAR, THENCE N02°44'26”E 254.01' TO A SET 1/2" REBAR, THENCE S87°15'34”E 281.33' TO A SET 1/2” REBAR, THENCE N02°29'05”E 762.03' TO A SET 1/2" REBAR, THENCE S87°15'34"E 508.02' TO A SET 1/2" REBAR, THENCE N02°29'05’’E 27.54' TO A SET 1/2" REBAR, THENCE S87°30'55”E 254.01' TO A SET 1/2" REBAR, THENCE S02°29’05”W 28.68' TO A SET 1/2" REBAR, THENCE S87°15'34”E 517.83' TO A SET 1/2" REBAR. THENCE N02°29'05”E 27.54' TO A SET 1/2" REBAR, THENCE S87°30'55”E 254.01' TO A SET 1/2” REBAR, THENCE S02°29'05”W 28.68' TO A SET 1/2” REBAR, THENCE S87°15'34”E 246.01' TO A SET 1/2" REBAR,

THENCE N02°29'05”E 27.54' TO A SET 1/2" REBAR, THENCE S87°30'55”E 298.62' TO THE POINT OF BEGINNING. CONTAINING 49.85 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 16, 2024 at 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 future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of AGRICULTURE to MEDIUM-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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 _____ day of _____, 2024.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

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 R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER: RZ24-0014)

WHEREAS, SKYLIGHT HOMES LLC 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 R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT COMMENCING AT AN EXISTING MAG NAIL FOR THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 9 AND RUNNING THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER S02°29'49”W 277.82' TO A POINT, FROM WHICH A SET 1/2" REBAR BEARS N87°30'55”W 43.50', THENCE CONTINUING ALONG SAID EAST LINE S02°29'49”W 293.33' TO AN EXISTING MAG NAIL, THENCE LEAVING SAID EAST LINE N85'53'30'W 200.36' TO AN EXISTING 1/2" REBAR, THENCE S02°42'07”W 175.12' TO AN EXISTING 1/2" REBAR, THENCE S87°25’58”E 200.91' TO AN EXISTING MAG NAIL ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE ALONG SAID EAST LINE S02°29'49'W 581.87' TO AN EXISTING 1/2" REBAR FOR THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER SAID SECTION 9 N87°15'34’’W 2360.75' TO A SET 1/2" REBAR, THENCE N02°44'26”E 254.01' TO A SET 1/2" REBAR, THENCE S87°15'34”E 281.33' TO A SET 1/2” REBAR, THENCE N02°29'05”E 762.03' TO A SET 1/2" REBAR, THENCE S87°15'34"E 508.02' TO A SET 1/2" REBAR, THENCE N02°29'05’’E 27.54' TO A SET 1/2" REBAR, THENCE S87°30'55”E 254.01' TO A SET 1/2" REBAR, THENCE S02°29’05”W 28.68' TO A SET 1/2" REBAR, THENCE S87°15'34”E 517.83' TO A SET 1/2" REBAR. THENCE

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WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 16, 2024 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 R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME 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 R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME 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 _____, 2024.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

Rezoning - Downtown Bentonville Pocket Community - R-1, Low-Density Single-Family Residential to Planned Residential Development (PRD)

204 Northeast 7th Street and 606 Northeast A Street

PC Date: 4/16/2024

Staff Report Details

Project Number	PRD24-0001
Applicant / Current Owner	Ecological Design Group/Meadowglade II LTD Partnership
Site Area	+/- 0.77 Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	Planned Residential Development (PRD)
Current Future Land Use Map Designation	Medium Density Residential (MDR)
Requested Future Land Use Map Designation	
Development Type / Use	Duplex, Townhome, Multifamily Residential
Related projects	

Property Description

The subject property is presently two lots addressed as 606 Northeast A Street and 204 Northeast 7th Street. They are contiguous to each other, and are currently home to two duplexes, or four units, total. Together, the properties have direct access to both A and 7th Streets.

The property is presently zoned R-1, Low-Density Single-Family Residential with a land use designation of Medium Density Residential (MDR). The current use in the R-1 zoning district would make these properties legal non-conforming uses. Surrounding zoning districts include DN-2, Downtown Medium Density Residential to the North and R-1, Low-Density Single-Family Residential to the East, West, and South. Land uses include MDR to the North, West, and South, and Open Space to the East.

Project Details

The applicant is proposing a PRD on the subject property, to include four total structures collectively consisting of fifteen units. Between the four structures, one would be a duplex, two would be townhomes, and one would be a 6-plex multifamily structure. One townhome unit would directly front A Street, while the three of the units on the 6-plex, and two of the units on the other townhome would face the Razorback Greenway to the East. The unit mix is six studios, six 1-bed, and three 2-bed. The proposed

Project Details

structures will be constituted from a palette of materials including metal panel, cementitious stucco, cast-in-place concrete, treated wood, and fiber-cement panel. The two-story building scale is generally in keeping with the existing homes nearby.

The site incorporates the 15% greenspace requirement throughout the site, breaking it down into for distinct areas. A promenade off of A Street connects the site to the public realm and access the lower and upper courts. Another space off of 7th Street, and connected to the other side of the lower and upper courts, is a trailhead designed to integrate with the public space and Greenway to the east. In total, 22.5% of the site is given to accessible open space. These spaces, as shown in the applicant's material, appear programmed with high quality landscaping, walking paths, seating areas, and generally designed as communal space for both the development and the public at-large.

The applicant is proposing to build 9 off-street parking and 5 on-street public parking spaces for the development. While the spaces on 7th Street are public and liable to be used by non-residents, overnight, these spaces will likely be vacated during the peak demand for parking for residents of the development. The only allowable uses the applicant is proposing are the three uses they are showing, being two-family, townhomes, and multifamily. No street improvements are proposed on A Street, however the on-street parking and small widening are proposed along 7th Street.

Relationship to the General Plan / Projected Traffic Impact

This property has a future land use designation of Medium Density Residential (MDR), which aligns with a PRD zoning request. This is also located in Priority Area 1, Downtown Intensification. This proposed development does intensify the property, and does so with respect to the surrounding neighborhood, keeping the building scale and form limited. This property is located on a collector street, so a higher intensity would be appropriate along that frontage. The development fronts and has access to the Razorback Greenway and mountain bike trail system. While vehicle traffic will increase from the site due to the increase in total units, many trips will be replaced by walking or biking due to the proximity of the trail system and also the well-established street grid in this part of town.

Public Comment

Has Staff received Public Comment at the time of this report? : **Yes**

Analysis / Waivers

This proposal appears to meet the intent of the Community Plan in increasing intensity in the downtown area. This proposal accomplishes this by utilizing the site in a way that keeps the building form to a low profile while increasing the total number of units, allowing the proposed development to mix into the neighborhood in a subdued manner. The total lot coverage of the proposed buildings would be in line or similar to the total lot coverage of some of the large single-family homes nearby.

The increased intensity is well-situated along both a collector roadway, Northeast A Street, and the main spine of the regional trail system, the Razorback Greenway. The intensity would be appropriate along the relatively higher trafficked corridor of A Street, and also provide more Bentonville residents an opportunity to have access to use the trail system for commuting and recreation.

The property proposes a high-quality product, being both the site design and landscaping as well as the

Analysis / Waivers

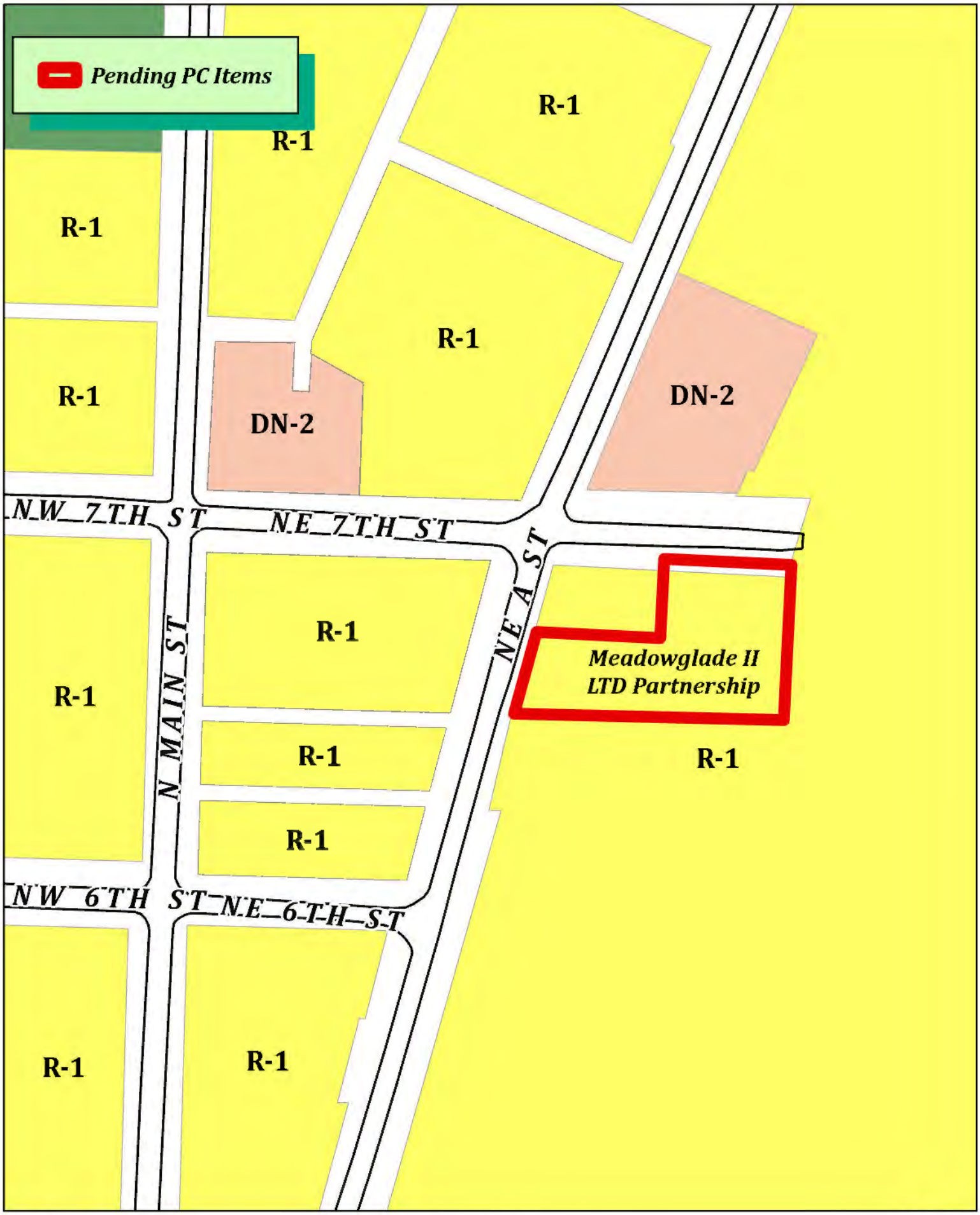
building design and form. The site is designed to welcome the public into it and through it to the trail system, adding a potential amenity to this neighborhood. While the immediate neighborhood is predominately single-family, the zoning nearby is somewhat more of a mix, with some DN-2 located across the street and one block west. The neighborhood Northeast of downtown has slowly seen a mix of zoning and housing types of late, with more density showing up in areas within a few blocks North of downtown. This proposal follows others that have been constructed in the last few years to take advantage of the trail system including Oz Village and Black Apple.

All landscape requirements, including buffering, will be followed and reviewed at the LSD stage. These items are not modifiable through the PRD.

Conclusion

Staff recommends approval of this PRD request as it follows the intent of the Bentonville Community Plan and aligns with the land use designation the property currently has.

Additional Details



PRD24-0001
Meadowglade II LTD Partnership
R-1 to PRD

SANDERS PACE ARCHITECTURE T. 865 329 0316 F. 865.546 2348 514 W Jackson Ave Knoxville, Tennessee 37902

E|D|G

COMMUNITY DEVELOPMENT NWA

PRD SUBMISSION

PRD24-0001

February 29, 2024

OWNER REPRESENTATIVE:
CD NWA
Casey Kleinheinz
808 North Main Street
Bentonville, AR 72712
(479) 273-7344
ckleinhenz@cdcbentonville.com

ARCHITECT:
Sanders Pace Architecture
Brandon Pace
514 West Jackson Avenue Suite 102
Knoxville, Tennesssee 37902
(865) 329-0319
bpace@sanderspace.com

CIVIL ENGINEER + LANDSCAPE ARCHITECT:
EDG Ecological Design Group
Brahm Driver
216 West Birch Street
Rogers, AR 72756
(501) 944-3090

DOWNTOWN BENTONVILLE POCKET COMMUNITY

Project Description

In 2022, Community Development NWA (formerly known as Community Development Corporation of Bentonville/Bella Vista) initiated a project to address the need of housing for local Bentonville employees in the Downtown Core. The project is part of the Walton Family Foundation Northwest Arkansas Design Excellence program. Two public forums were hosted that presented housing opportunities in Bentonville for the community. This PRD is the resultant of the multiple voices and feedback that we received from the local Bentonville community.

CDNWA currently owns several properties within this area and these aging properties have reached their useful lifespan. Bentonville's growth over the last 20+ years has significantly impacted property values generating economic strain in its community which has created few new housing opportunities for its residents. With the redevelopment of CDNWA's holdings imminent, they seek to offer new housing opportunities that are inserted contextually and sensitively to the scale of Bentonville.

This application is for one of these holdings which consists of two attached parcels at the corner of NW A Street and 7th Street. The property is currently zoned R-1 with a future land use of DN-2 which recommends a density of 8-12 dwelling units per acre. This submission seeks to replace two existing 2-family homes with 4 new buildings which add a total of 15 new units distributed within these combined parcels. resulting in a total density of 24 dwelling units per acre. The footprint, massing, and site relationship of each of the 4 buildings is similar in scale to neighoring buildings which helps to preserve the character and historic development pattern while also providing increased housing opportunities for Bentonville residents.

Description of Proposed Residential Land Uses and Zoning + Building Code

Current Zoning: R-1 Single-family Residential

Future Land Use: Medium Density Residential (DN-2)

The PRD includes the following building allocations:

Housing:
4 buildings are proposed with 15 units total. Unit Mix:

Studio Units: 40% (6 Units)
1 Bedroom: 40% (6 Units)
2 Bedroom: 20% (3 Units)

The buildings proposed are as follows:

Building A (Footprint: 1602 SF/5.9% of Total Land Area):
Townhouses (3 units), unsprinklered.
3 x 1 bedroom
Building B (Footprint: 1,127 SF/4.1% of Total Land Area):
Duplex (2 units), unsprinklered.
1 x 1 bedroom
1 x 2 bedroom
Building C (Footprint: 2,219 SF/8.1% of Total Land Area):
Multifamily (4 units), sprinklered.
2 x 2 bedroom
2 x 1 bedroom
Building D (Footprint: 1,609 SF/5.9% of Total Land Area)
Multifamily (6 units), sprinklered.
6 studios

Parking:
Off-street parking will be treated as an extension of accessible public space so the area can be utilized for a variety of uses rather than parking. Our aim is that the on site parking could be utilized as a courtyard when it is under utilized.

9 off-street parking spaces
5 parking spaces accessed from 7th Street (on-street)
14 parking spaces total (.94/Unit)

Accessible Public Space:
The site planning strategy takes advantage of its proximity and walkability to Bentonville's Downtown Square and its unique position at a trail entrance by exceeding the 15% minimum with 22.5% of the site dedicated to common useable open space and recreation opportunities which are accessible to both residents and non-residents alike. Spaces include:

A Street Promenade (2,062 SF/ 7.5% of Total Land Area)
Lower Court (2,223 SF/ 8.1% of Total Land Area)
7th Street Trailhead Terrace (1,495.5 SF/ 5.4% of Total Land Area)
Upper Court (350.2 SF/ 1.3% of Total Land Area)

Description of Compliance with PRD Development Criteria

This residential development project utilzes Smart Growth and Traditional Neighborhood Design principals to provide a variety of housing types and densities with varrying price points on 2 parcels located within the Downtown Intensification Zone defined in the 2018 Bentonville Community Plan.

This proposal includes 4 detached structures on 2 parcels each providing a mix of unit types including Studios, 1-Bedroom, and 2-Bedroom units. The footprint, massing, and site relationship of each of the 4 buildings is similar in scale to neighoring buildings which helps to preserve the character and historic development pattern while also providing increased housing opportunities for Bentonville residents.

The site planning strategy takes advantage of its proximity and walkability to Bentonville's Downtown Square and its unique position at a trail entrance by exceeding the 15% minimum with 22.5% of the site dedicated to common useable open space and recreation opportunities which are accessible to both residents and non-residents alike. Though parking is not considered as open space in the PRD regulations, our aim is that the on site parking in our project can be utilized as courtyard when it is not occupied as parking. The distribution of the public space to housing is equitable as it seeks to follow the scale of the surrounding neighborhood. The project is meant to be an invitation to the public. It is meant to be seen as positive example of a combination of housing and open space.

The building layouts and site access points limit disturbance by varying entry elevation points to cloesly match existing grade. This strategy will help preserve natural features and limit soil erosion while also providing a variety of high quality public spaces including an entry promenade which provides access to upper and lower court spaces overlooking Bentonville's famous network of trails. An upper plaza space is also provided which will become a more intimate gathering place and organizing feature for the development.

Universal accessibility is also a goal of this project. Accessible routes are incorporated into the sidewalk and open space network of the moderately sloped site which allows for an accessible entry point to each of the development's 15 units.

Allowable Building Uses
Duplex (Two Family Residential)
Townhomes
Multi-family Residential

Description of Structural Design

The project will consist of four building that are two stories high.
The buildings will be built out of CLT (cross laminated timber). It is a sustainable and renewable material that is stronger than conventional wood construction and acts both as structure and also an interior finish. The project will act as an example and precedent for other housing projects in Northwest Arkansas. It will be following the momentum of other construction projects in the region that use CLT like the new Walmart Headquarters, the University of Arkansas library annex, and the University of Arkansas Adohi Hall residential building.

The buildings offer a variety of types and forms. The roof lines have varied articulation and are sensitive to the surrounding buildings and context. The four buildings are meant to follow the building scale of the neighborhood as they have similar building footprints and heights to the existing context. Not only does it intend to follow the scale of the forms of the neighborhood but also follow the scale of the residual spaces in between buildings. Our aim is to be respectable of the existing scale of the neighboorhood while also acting as an exemplary missing middle housing or gentle density project.

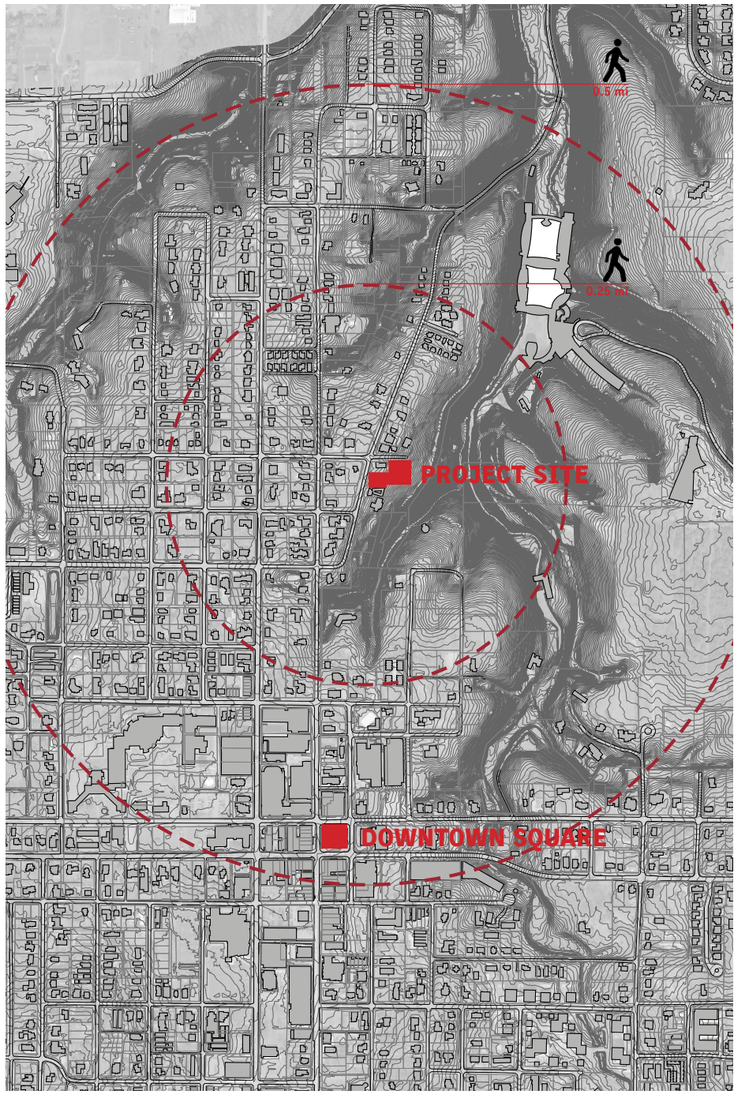
Property Ownerhip + Management

The two existing tracts/parcels will be combined into one as part of this process. Community Development Northwest Arkansas will continue to own and manage the property, and the new buildings will consist entirely of rental units. The northernmost lot line will be adjusted to accommodate on-street ninety degree parking fully within the right-of-way.

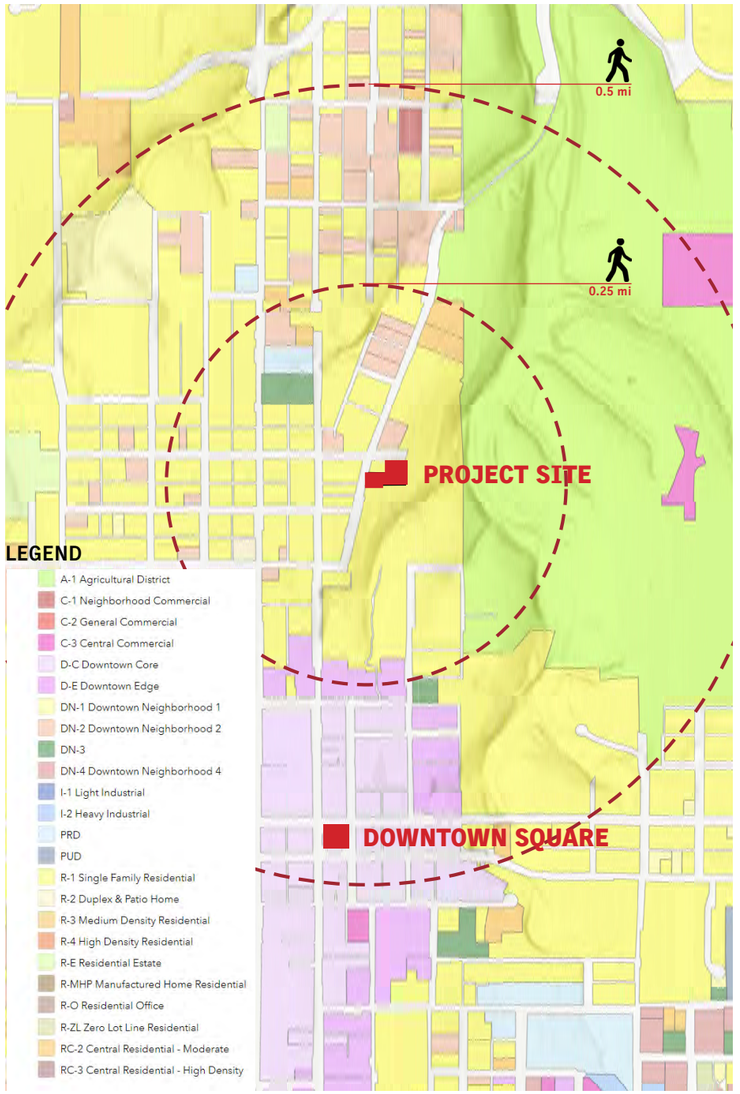
Street Improvements

The property is located at the corner of NE A Street and NE 7th Street. NE A Street is classified as a Downtown Collector. The design team will not be widening the curb line along NE A Street due to the short length of property frontage. Additionally, the project will provide a 32'-6" ROW dedication per the Master Street Plan along with a 5' sidewalk on NE A St. NE 7th Street is classified as a Downtown Local. The design along this street will include road widening, 9' wide landscape buffer, 8' wide sidewalk, and 90 degree on-street parking. While the full design doesn't meet the Master Street Plan, we are providing additional ROW dedication than required.

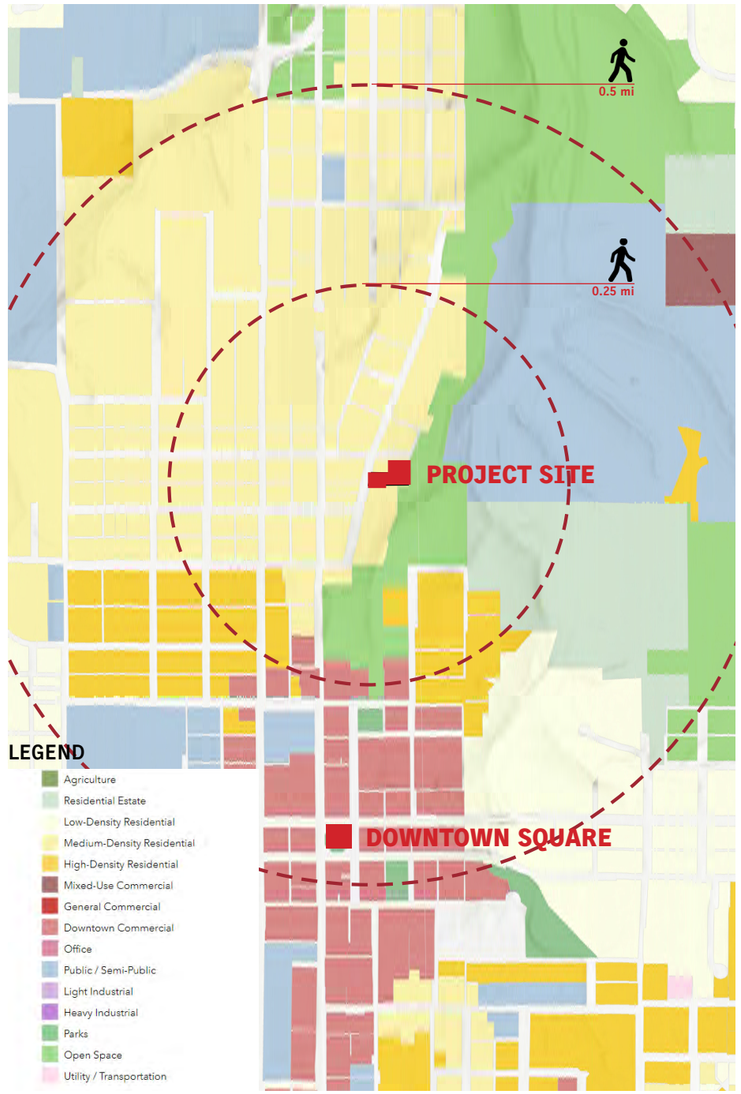
Location Plan



Current Zoning R-1 Single Family Residential



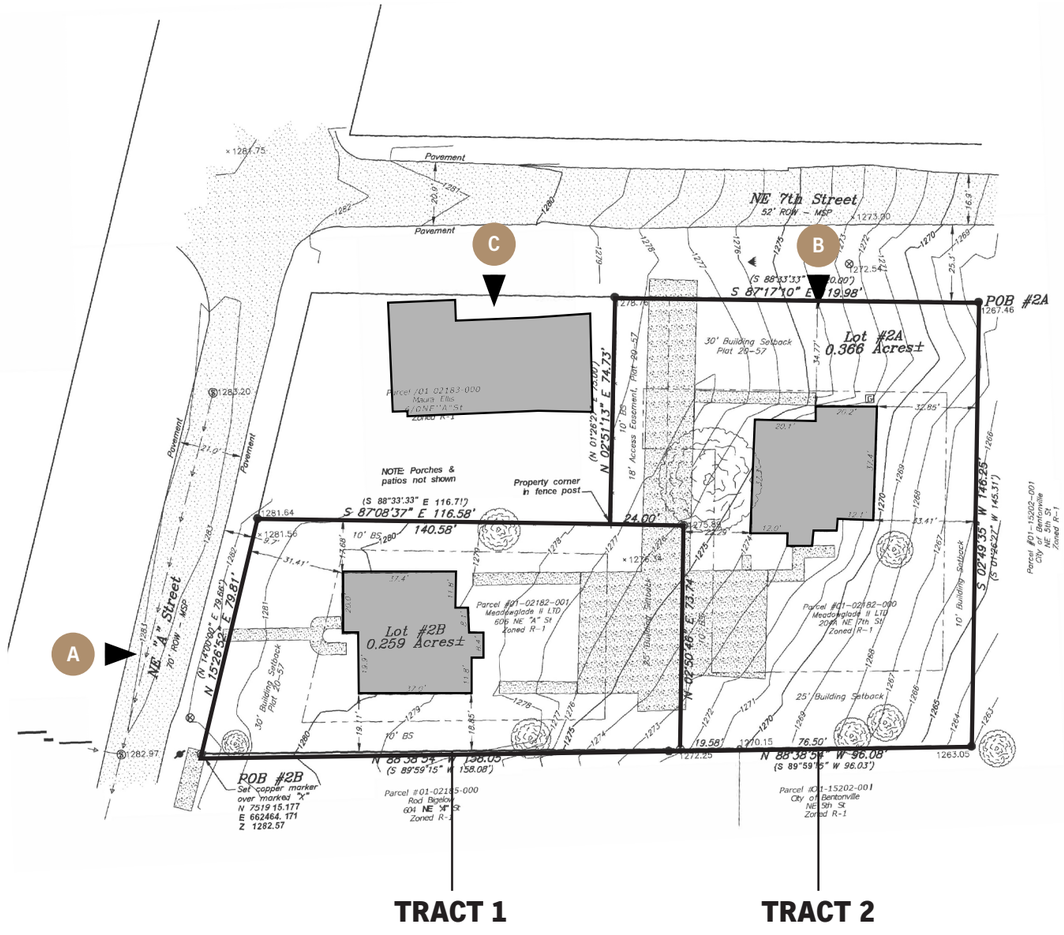
Future Land Use Medium Density Residential



Survey/Existing Conditions

Site Summary:

Total Site Area:	27,247 SF (0.63 Acres)
Area Tract 1 (Parcel 01-02182-001):	11,301 SF (0.26 Acres)
Area Tract 2 (Parcel 01-02182-000):	15,946 SF (0.37 Acres)
Existing Density:	4 units (6.3 du/ac)



SCALE: 1" = 50'

N

0' 25' 50'

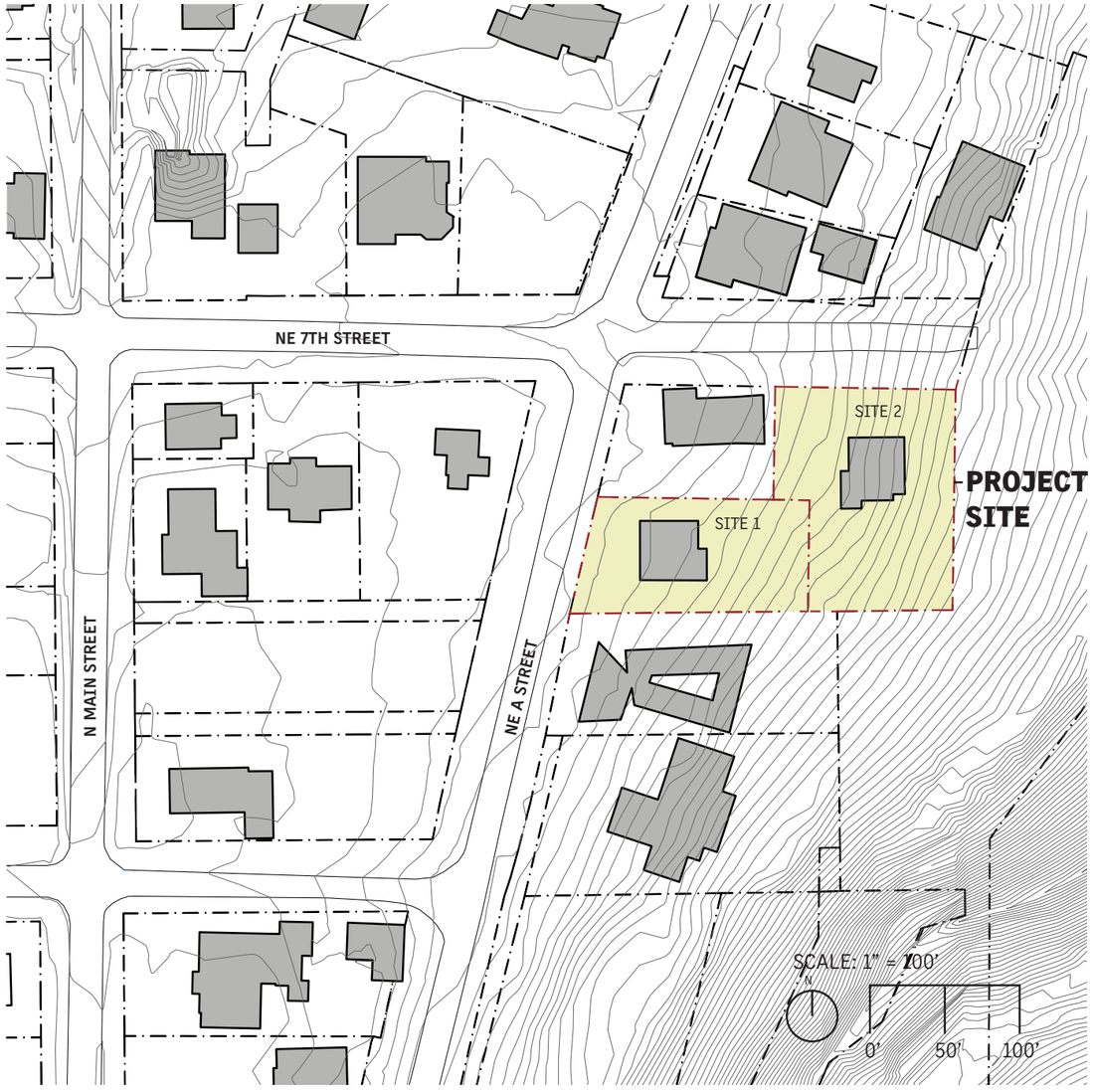
DOWNTOWN BENTONVILLE POCKET COMMUNITY
PRD Submission
February 29, 2024

A

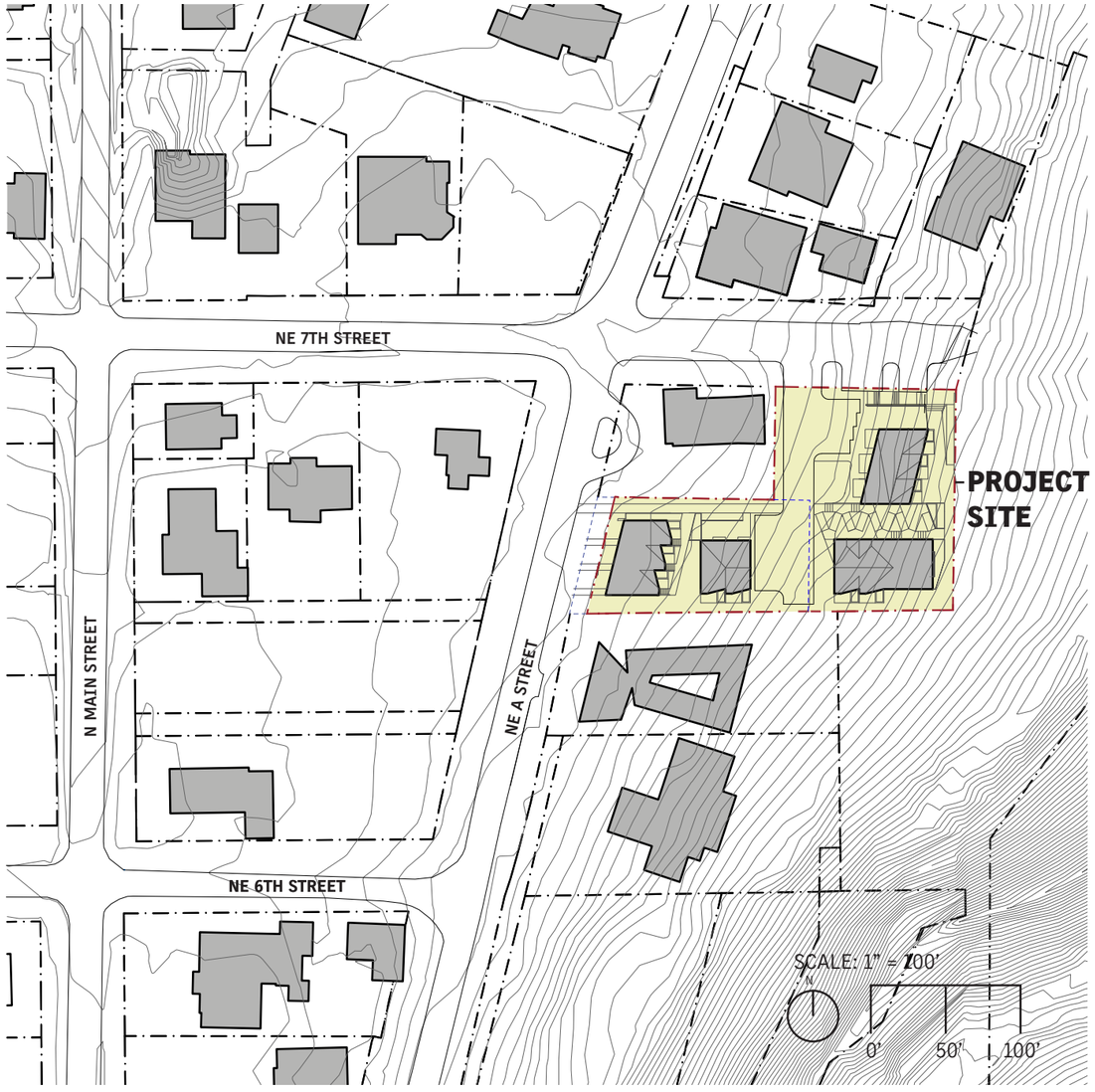
B

C

Existing Conditions (Two tracts)



Proposed Site Plan (Consolidated tract)



DOWNTOWN BENTONVILLE POCKET COMMUNITY
PRD Submission
February 29, 2024

PLAN SET

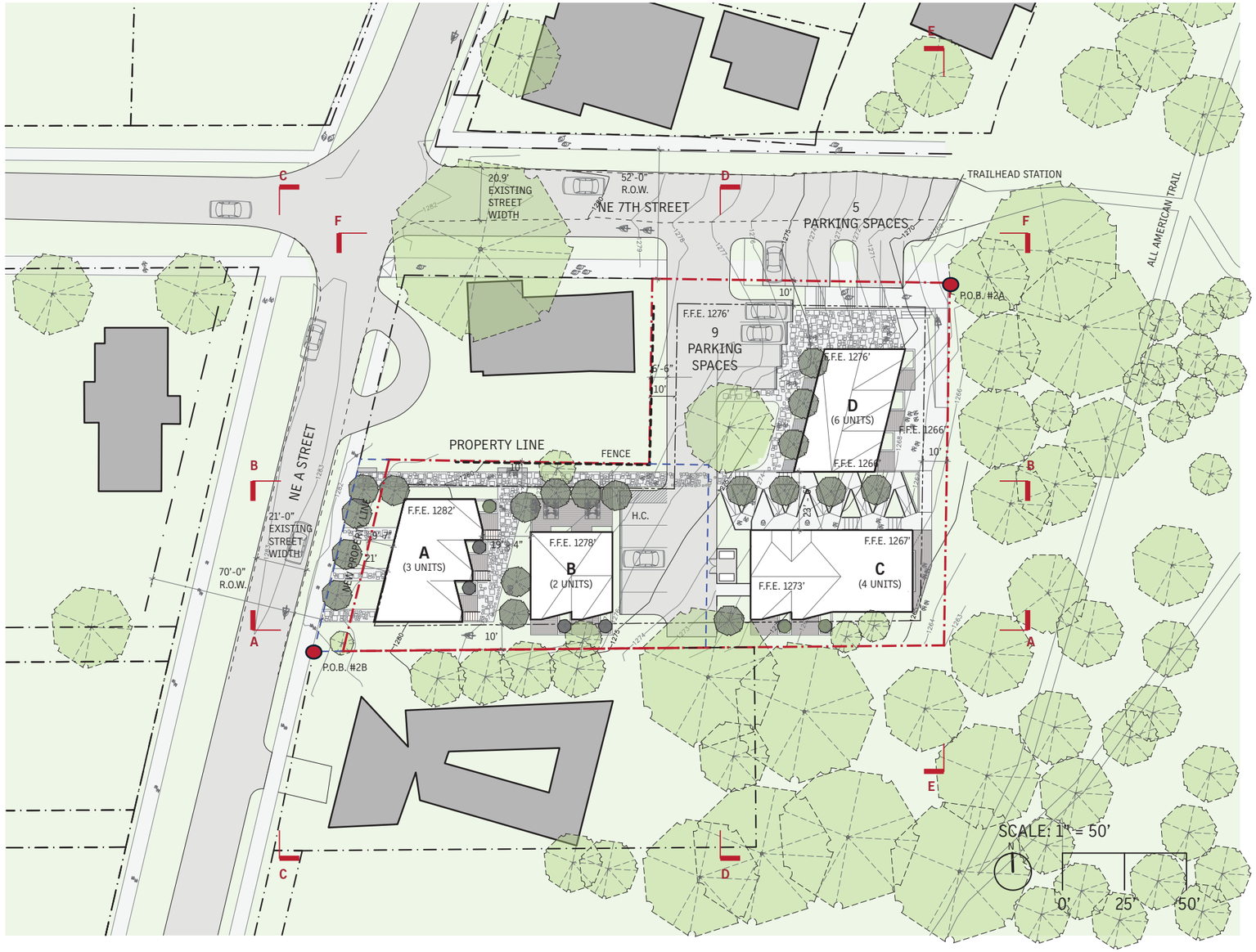
Master Site Plan

Project Summary:

Building Height Proposed:	30'-0" (Top of Ridge)
Maximum Building Height Permitted:	36'-0"
Proposed Density:	15 units total (24 du/ac)
Building A:	3 x 1 bedroom
Building B:	1 x 1 bedroom 1 x 2 bedroom
Building C:	2 x 2 bedroom 2 x 1 bedroom
Building D:	6 x Studios
Minimum Lot Area:	26,000 SF
Minimum Lot Width:	79.81'
R.O.W. Frontage:	79.81'
Site Setbacks:	Front: 8' - 0" Side: 10'-0" Rear: 10'-0" Between Bldgs: 10' Min.
Percentage of Common Open Space: (15% minimum per city code)	22.5% (0.14 ac/ 6131 SF) (Not including Parking area 4,900 SF)
Total Parking:	14 spaces. (0.93 ratio)
Off-Street Parking:	9 spaces.
On-Street Parking:	5 spaces.

Legend

PRD Property Lines	
Outside PRD Property Lines	
Setbacks	
Existing Property Line to be removed	



DOWNTOWN BENTONVILLE POCKET COMMUNITY

PRD Submission

February 29, 2024

PLAN SET

Common Useable Open Space

Percentage of Common Open Space: (15% minimum per city code) — 22.5% (0.14 ac/ 6131 SF) (Not including Parking area 4,900 SF)

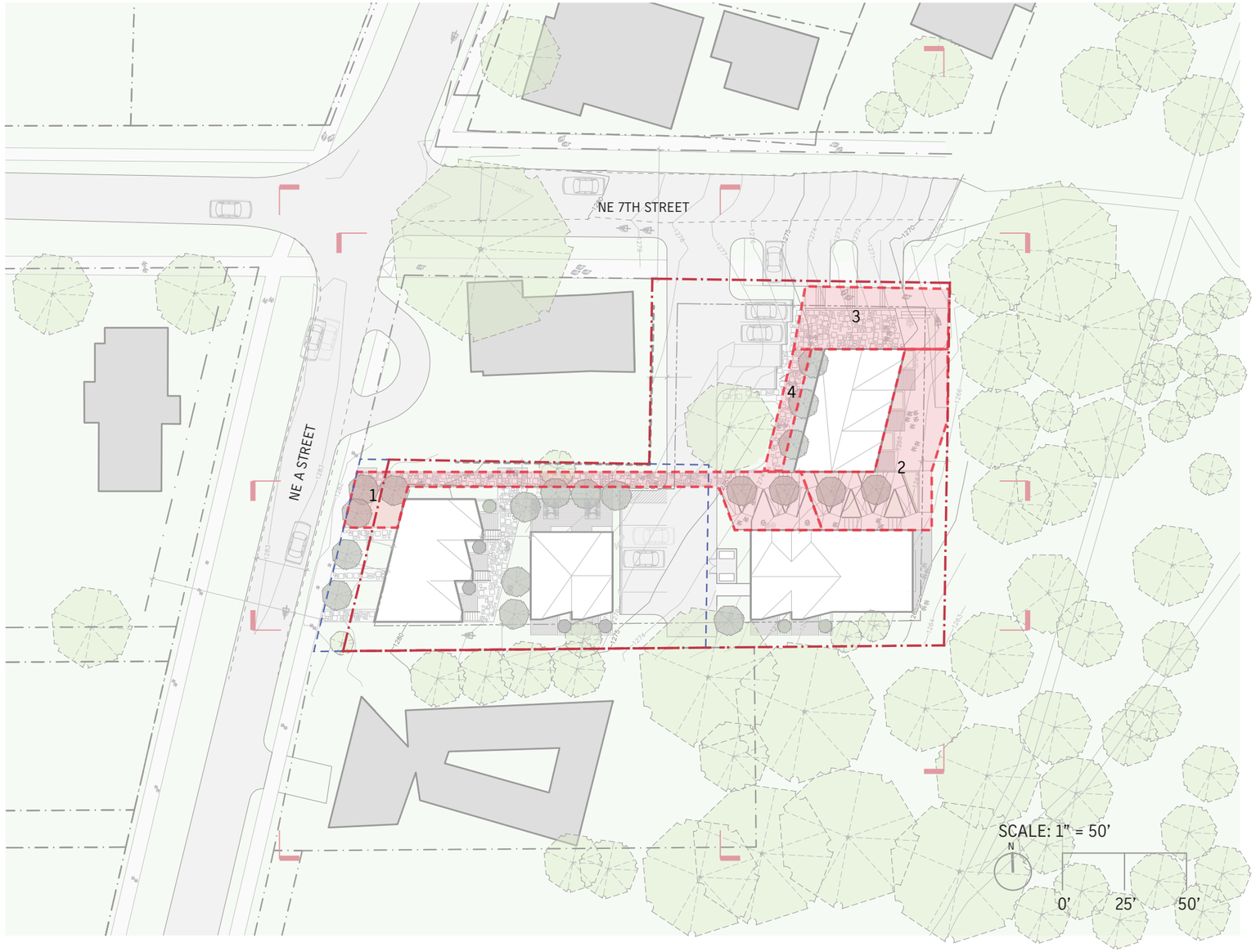
Legend

1. A Street Promenade (2,062 SF/ 7.5% of Total Land Area)

2. Lower Court (2,223 SF/ 8.1% of Total Land Area)

3. 7th Street Trailhead Terrace (1,495.5 SF/ 5.4% of Total Land Area)

4. Upper Court (350.2 SF/ 1.3% of Total Land Area)



DOWNTOWN BENTONVILLE POCKET COMMUNITY
PRD Submission
February 29, 2024

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E | D | G COMMUNITY DEVELOPMENT NWA

PLAN SET

Traffic Circulation Pattern

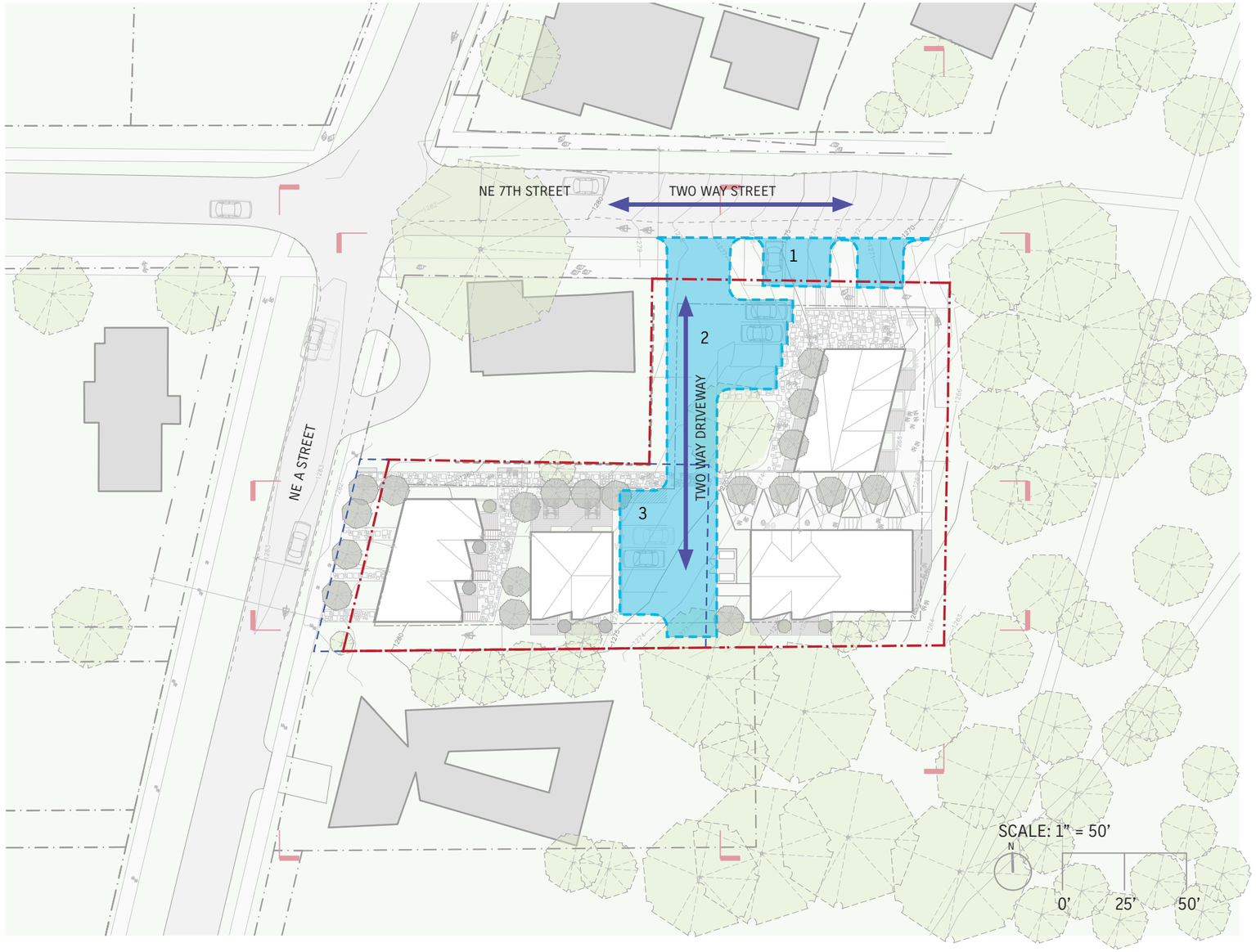
Legend

1. 5 Spaces (7th Street Access)

2. 4 Spaces (Driveway Access)

3. 5 Spaces (Driveway Access)

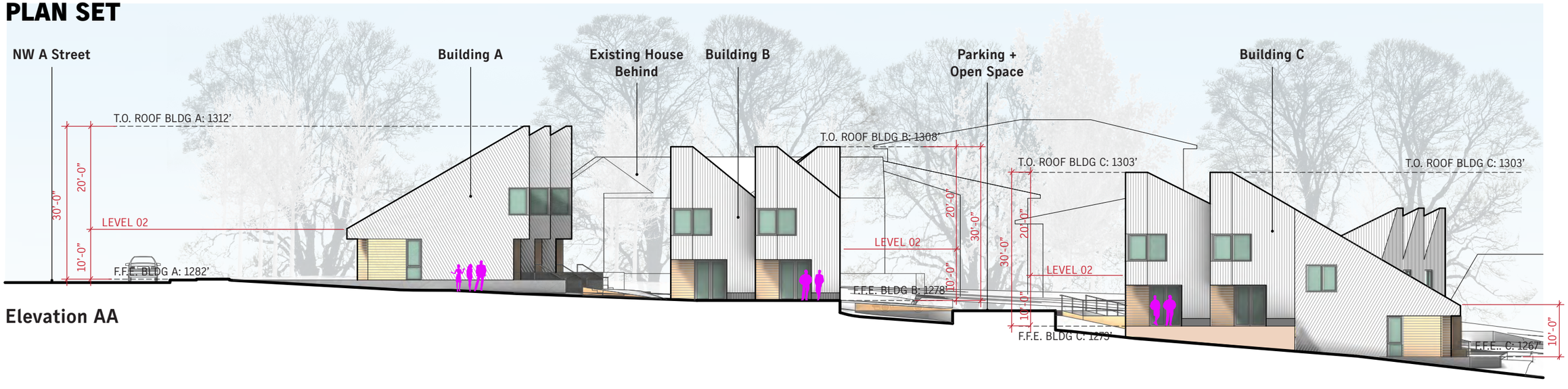
Vehicular Circulation



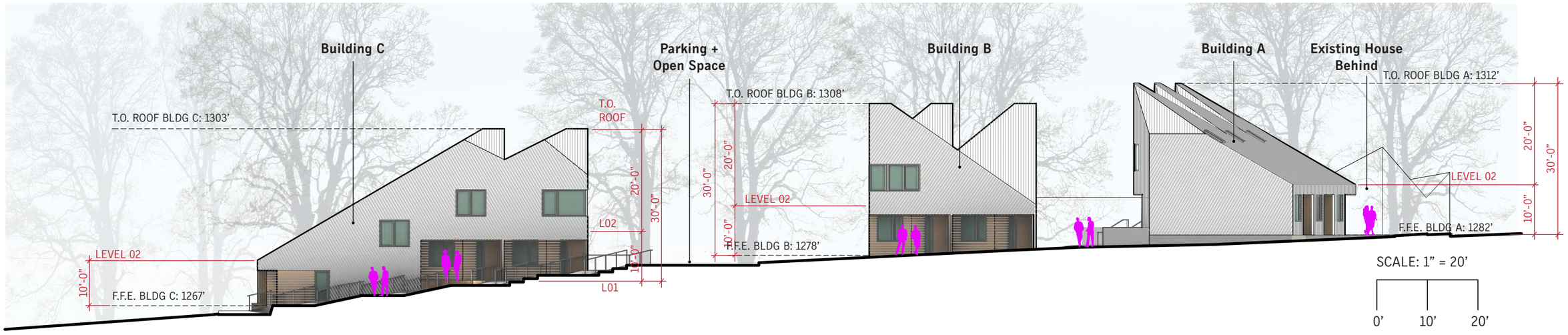
DOWNTOWN BENTONVILLE POCKET COMMUNITY
PRD Submission
February 29, 2024

PRD24-0001 10

PLAN SET



Elevation AA

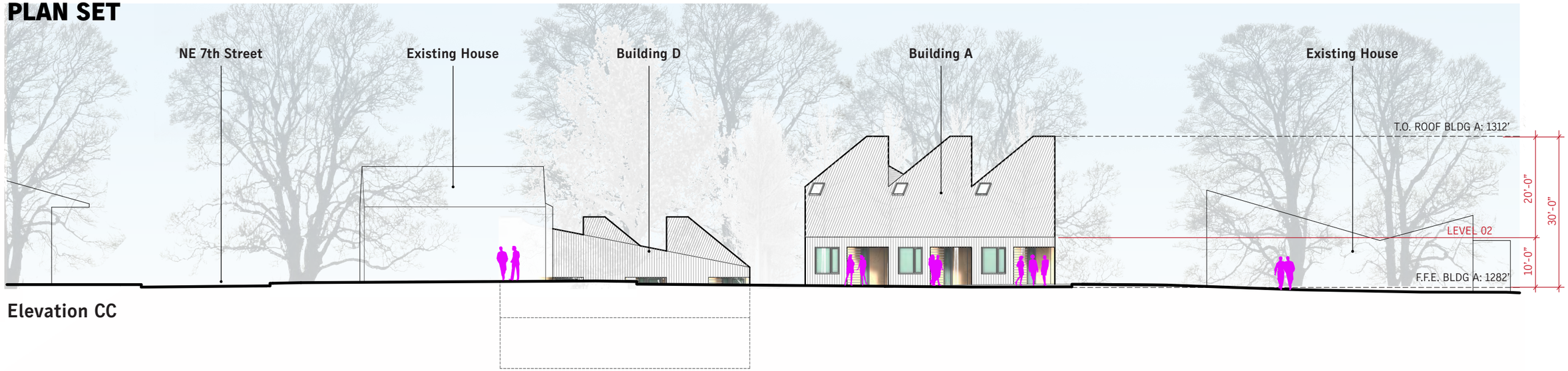


Elevation BB

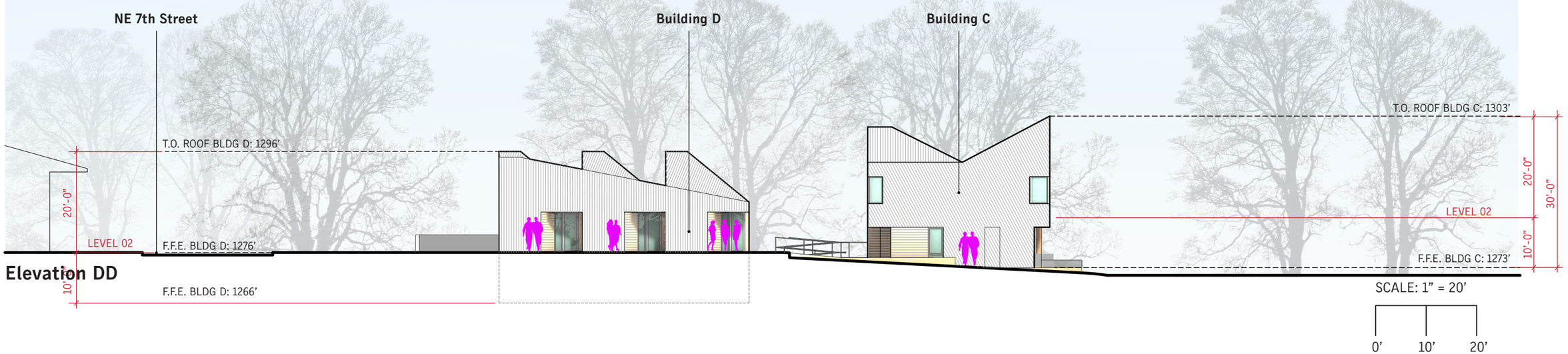
DOWNTOWN BENTONVILLE POCKET COMMUNITY
Architectural Elevations
February 29, 2024

PRD24-0001 11

PLAN SET



Elevation CC



Elevation DD

DOWNTOWN BENTONVILLE POCKET COMMUNITY

Architectural Elevations

February 29, 2024

PRD24-0001 12

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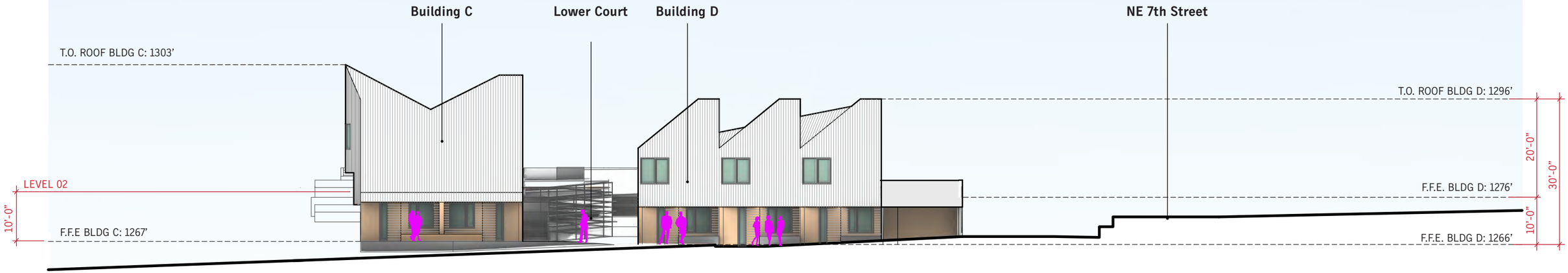
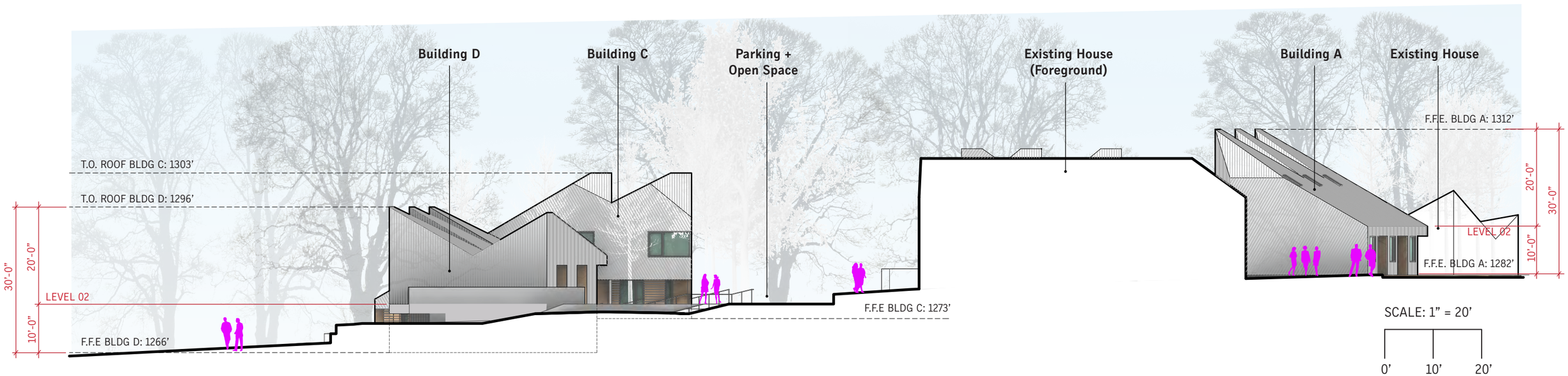
PLAN SET



Elevation EE



Elevation FF

DOWNTOWN BENTONVILLE POCKET COMMUNITY
PRD Submission
February 29, 2024

PRD24-0001 13

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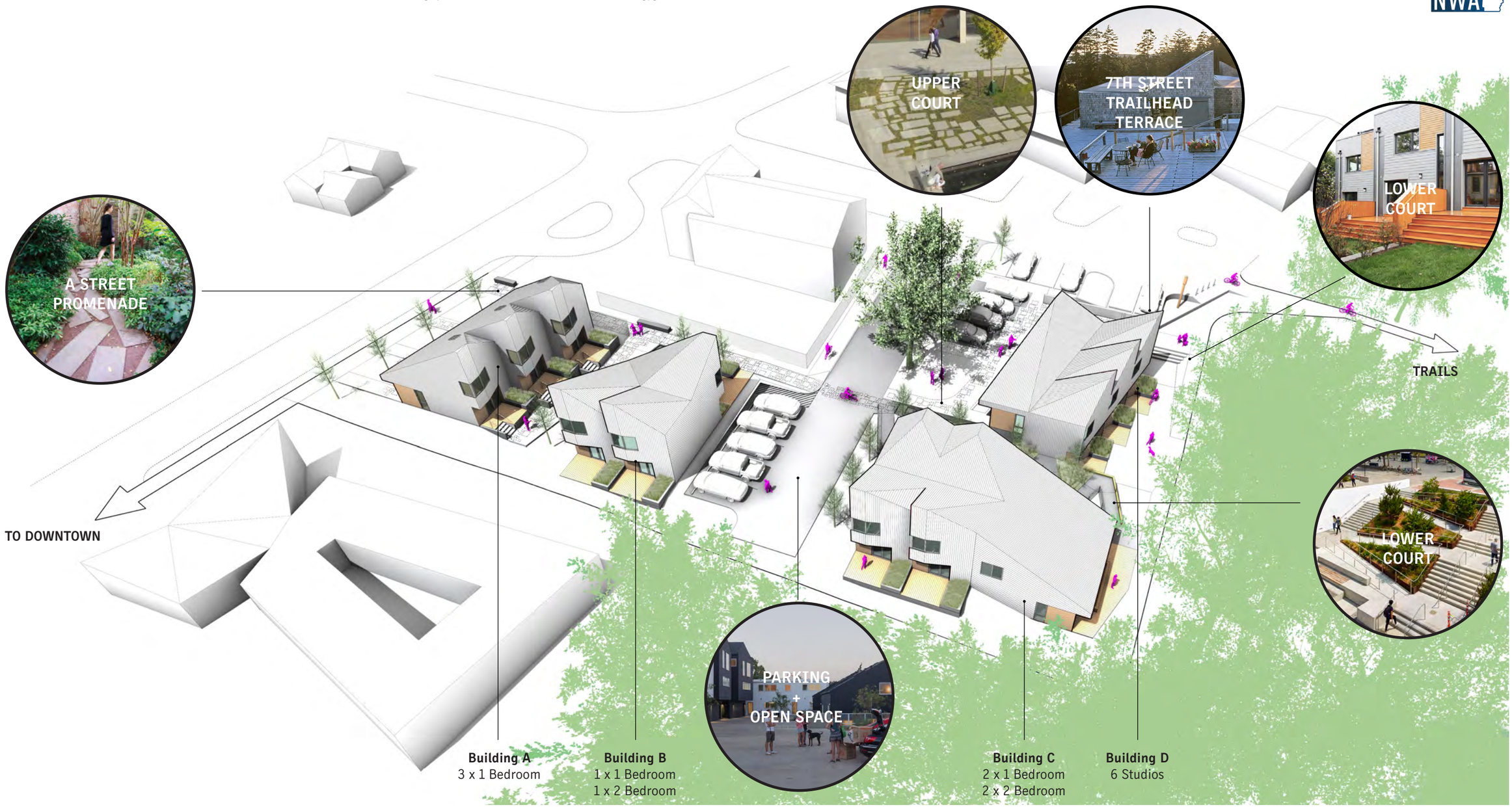
E | D | G

COMMUNITY DEVELOPMENT NWA



Aerial View

DOWNTOWN BENTONVILLE POCKET COMMUNITY
PRD Submission
February 29, 2024

PLAN SET

Exterior Material Options

Palette 01

ROOFING

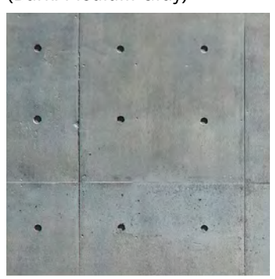
Standing Seam Metal Roof
(Dark/Medium Gray)

SIDING

Material A:
S. Seam Metal Rainscreen
(Dark/Medium Gray)

Material B:
Cementitious Stucco Insets

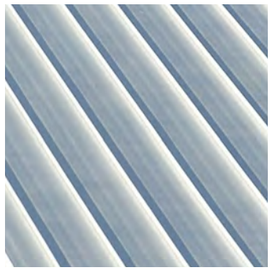
FOUNDATIONS



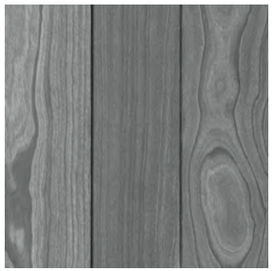
Cast-in-place Concrete

Palette 02

Option 01:
Standing Seam Metal Roof
(Dark/Medium Gray)

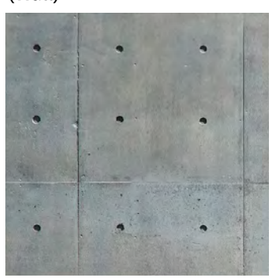


Alternate:
Standing Seam Metal Roof
(Light/Galvalume)



Material A:
Weathered Wood Rainscreen
(Wall)

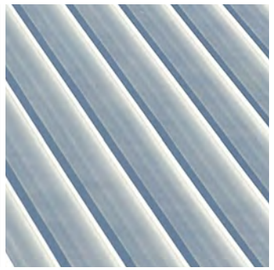
Material B:
Stained Wood Rainscreen Insets



Cast-in-place Concrete

Palette 03

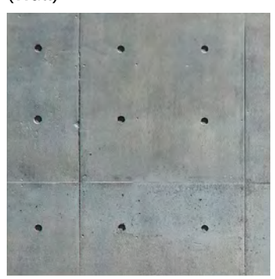
Option 01:
Standing Seam Metal Roof
(Dark/Medium Gray)



Alternate:
Standing Seam Metal Roof
(Light/Galvalume)

Material A:
Fibercement Board + Batten
(Wall)

Material B:
Stained Wood Rainscreen Insets



Cast-in-place Concrete

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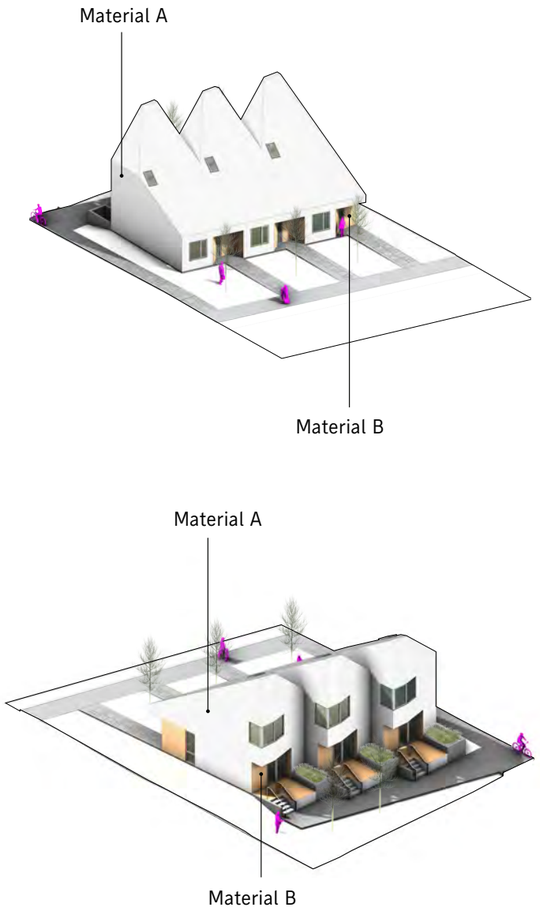
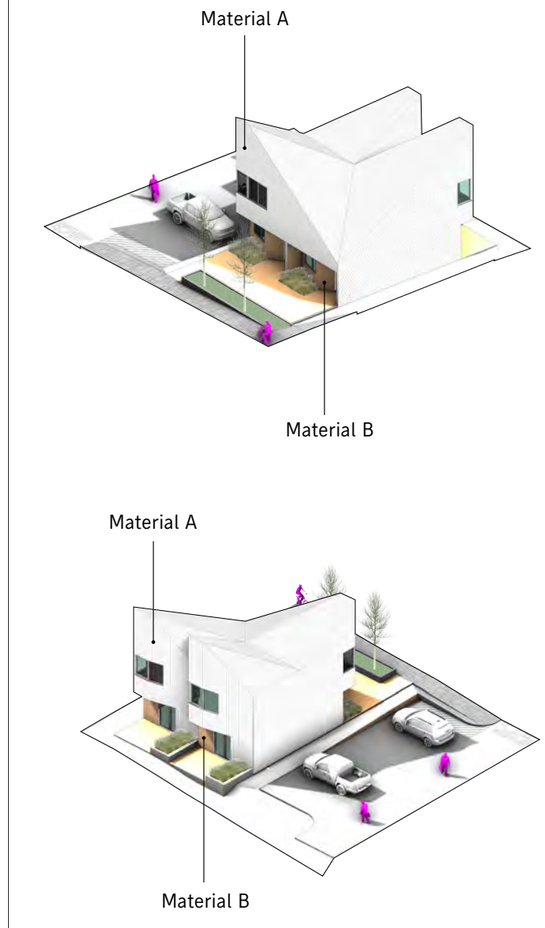
PLAN SET

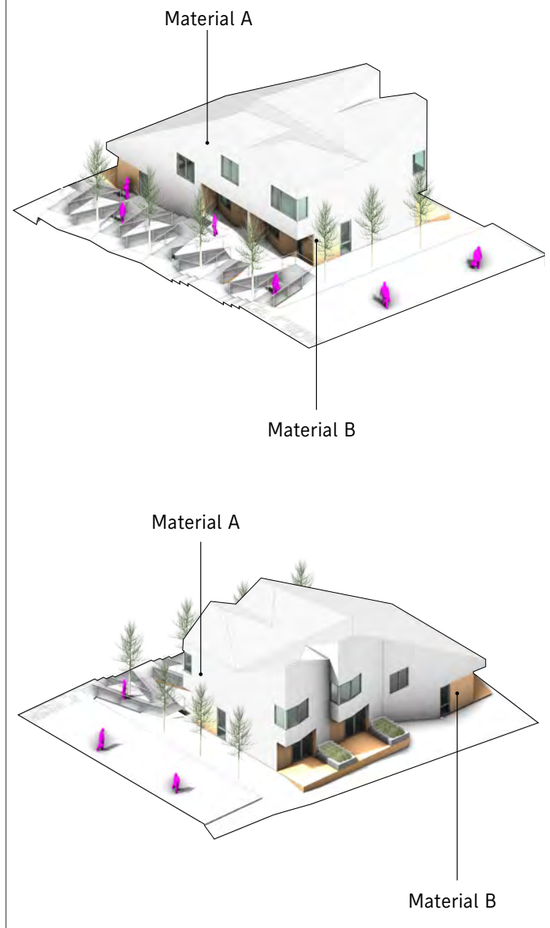
Materials Palette



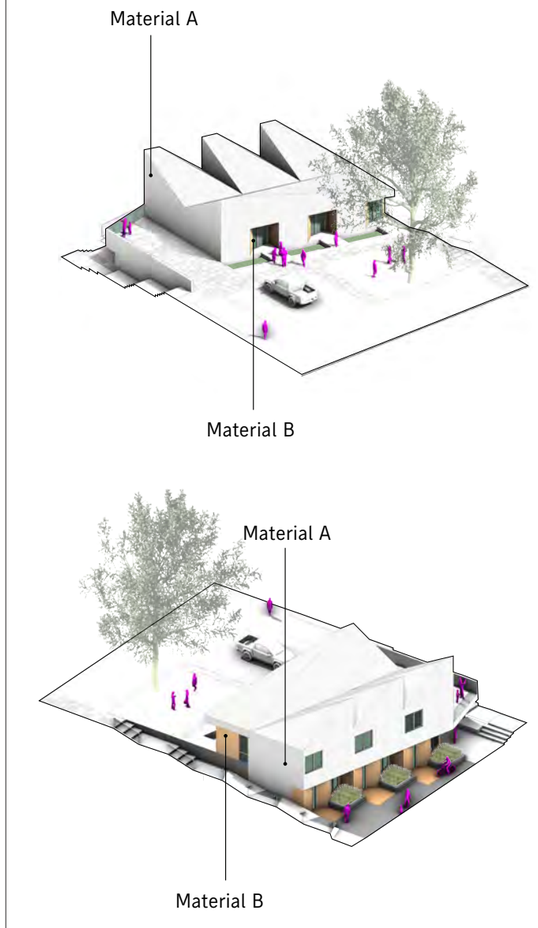
Building A



Building B



Building C



Building D

DOWNTOWN BENTONVILLE POCKET COMMUNITY
PRD Submission
February 29, 2024

PERSPECTIVES

VIEW FROM A STREET PROMENADE

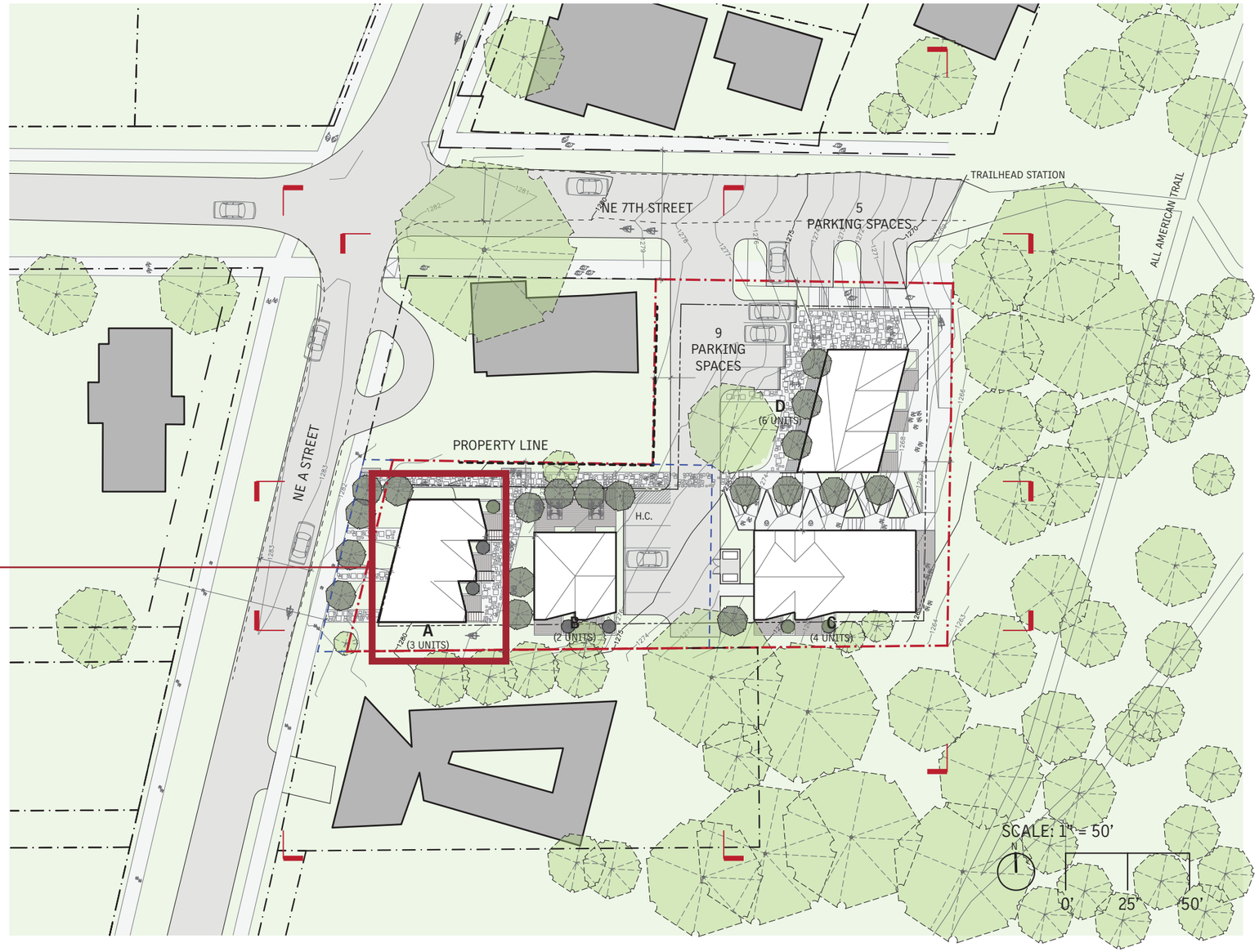
PERSPECTIVES

VIEW FROM UPPER COURT

BUILDING A

Building A

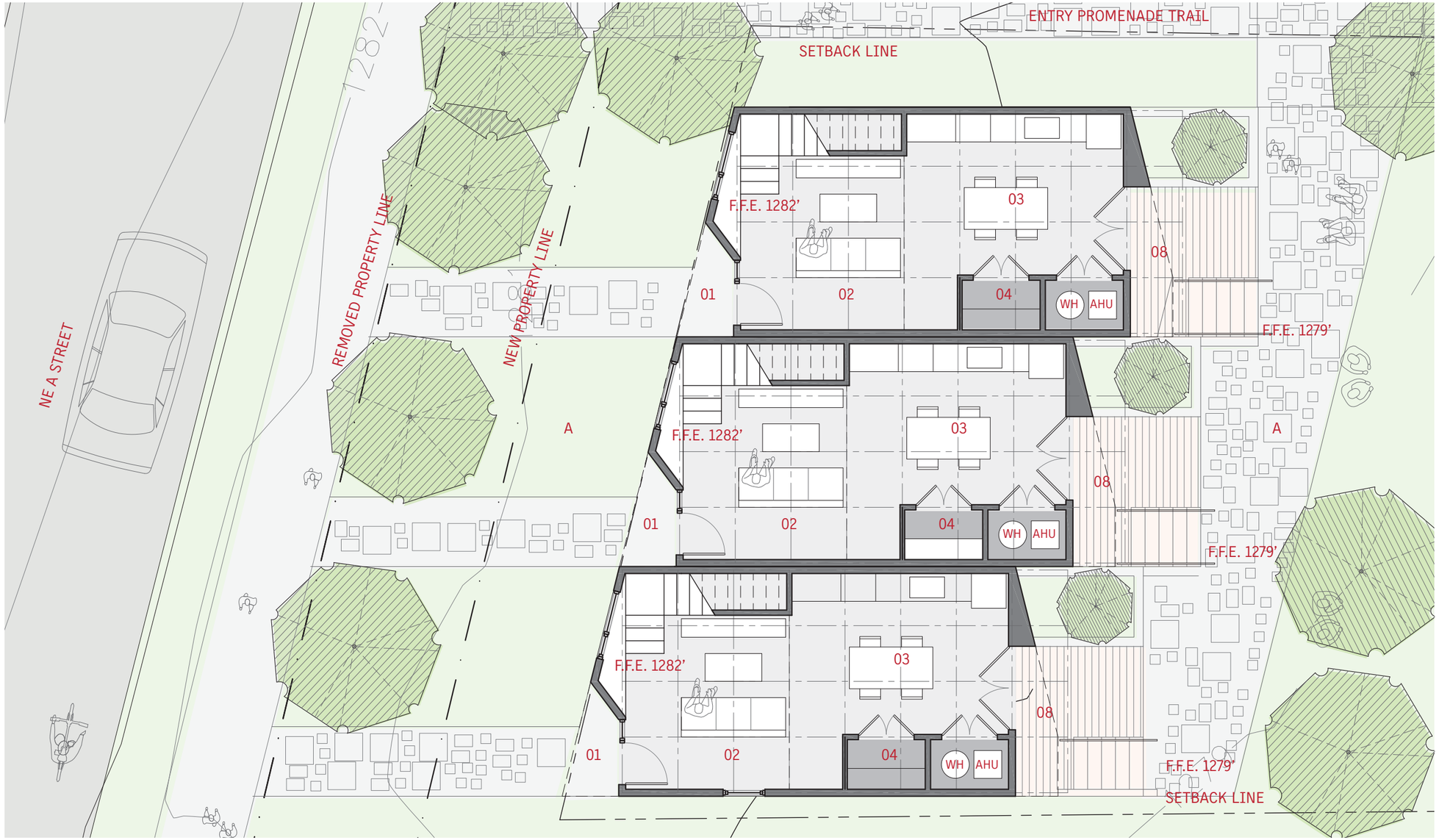
Legend
PRD Property Lines
Outside PRD Property Lines
Setbacks
Existing Property Line to be removed



SITE PLAN
SCALE: 1" = 50'-0"

BUILDING A

3 x 1 Bedroom



LEGEND

01	COVERED ENTRY
02	LIVING ROOM
03	KITCHEN
04	PANTRY/ MECH
05	BATHROOM
06	BEDROOM
07	BEDROOM
08	OUTDOOR PORCH

FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

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BUILDING A

3 x 1 Bedroom

LEGEND

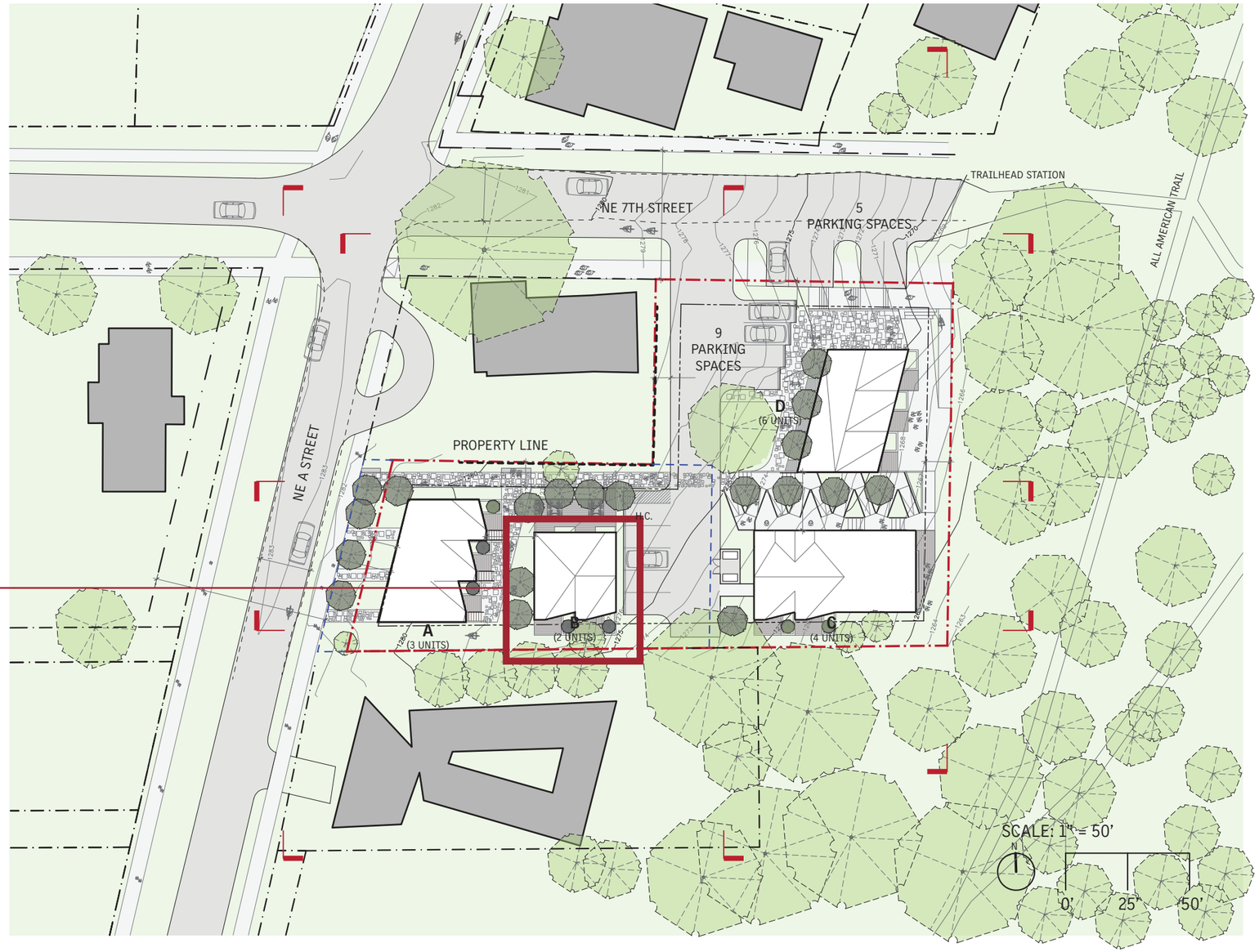
01	COVERED ENTRY
02	LIVING ROOM
03	KITCHEN
04	PANTRY/ MECH
05	BATHROOM
06	BEDROOM
07	BEDROOM
08	OUTDOOR PORCH

SECOND FLOOR PLAN

SCALE: 1/8” = 1’-0”

BUILDING B

Building B



SITE PLAN
SCALE: 1" = 50'-0"

Legend
PRD Property Lines
Outside PRD Property Lines
Setbacks
Existing Property Line to be removed

PRD24-0001 22

E | D | G

COMMUNITY DEVELOPMENT NWA

BUILDING B

1 x 1 Bedroom
1 x 2 Bedroom

LEGEND

01	COVERED ENTRY
02	LIVING ROOM
03	KITCHEN
04	PANTRY/ MECH
05	BATHROOM
06	BEDROOM
07	BEDROOM
08	OUTDOOR PORCH

FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

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COMMUNITY DEVELOPMENT NWA

BUILDING B

1 x 1 Bedroom
1 x 2 Bedroom

LEGEND

01	COVERED ENTRY
02	LIVING ROOM
03	KITCHEN
04	PANTRY/ MECH
05	BATHROOM
06	BEDROOM
07	BEDROOM
08	OUTDOOR PORCH

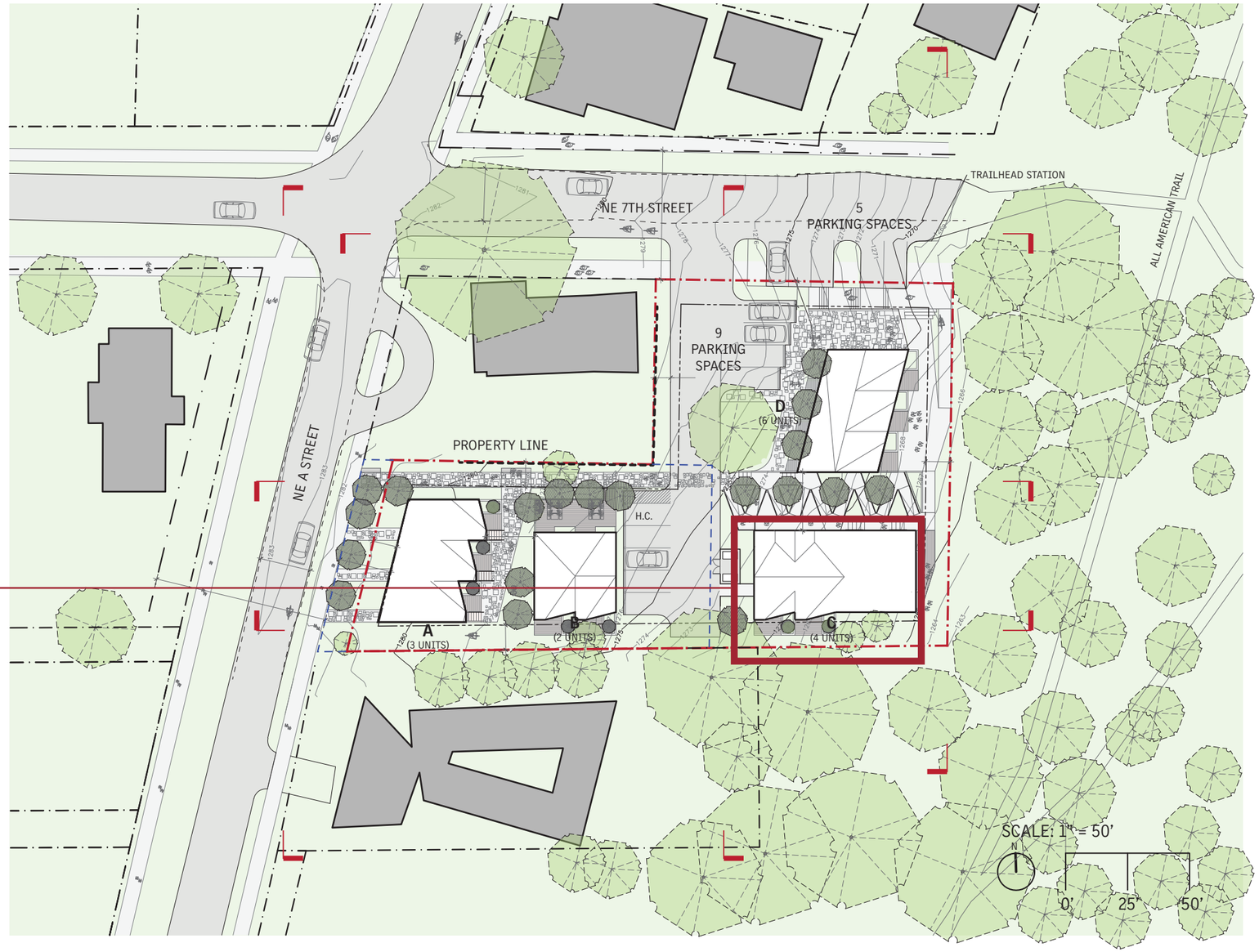
SECOND FLOOR PLAN

SCALE: 1/8” = 1’-0”

BUILDING C

Building C

Legend
PRD Property Lines
Outside PRD Property Lines
Setbacks
Existing Property Line to be removed



SITE PLAN
SCALE: 1" = 50'-0"

BUILDING C

2 x 1 Bedroom
2 x 2 Bedroom

LEGEND

01	COVERED ENTRY
02	LIVING ROOM
03	KITCHEN
04	PANTRY/ MECH
05	BATHROOM
06	BEDROOM
07	BEDROOM
08	OUTDOOR PORCH
09	SPRINKLER ROOM

FIRST FLOOR PLAN

SCALE: 1/8” = 1’-0”

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BUILDING C

2 x 1 Bedroom
2 x 2 Bedroom

LEGEND

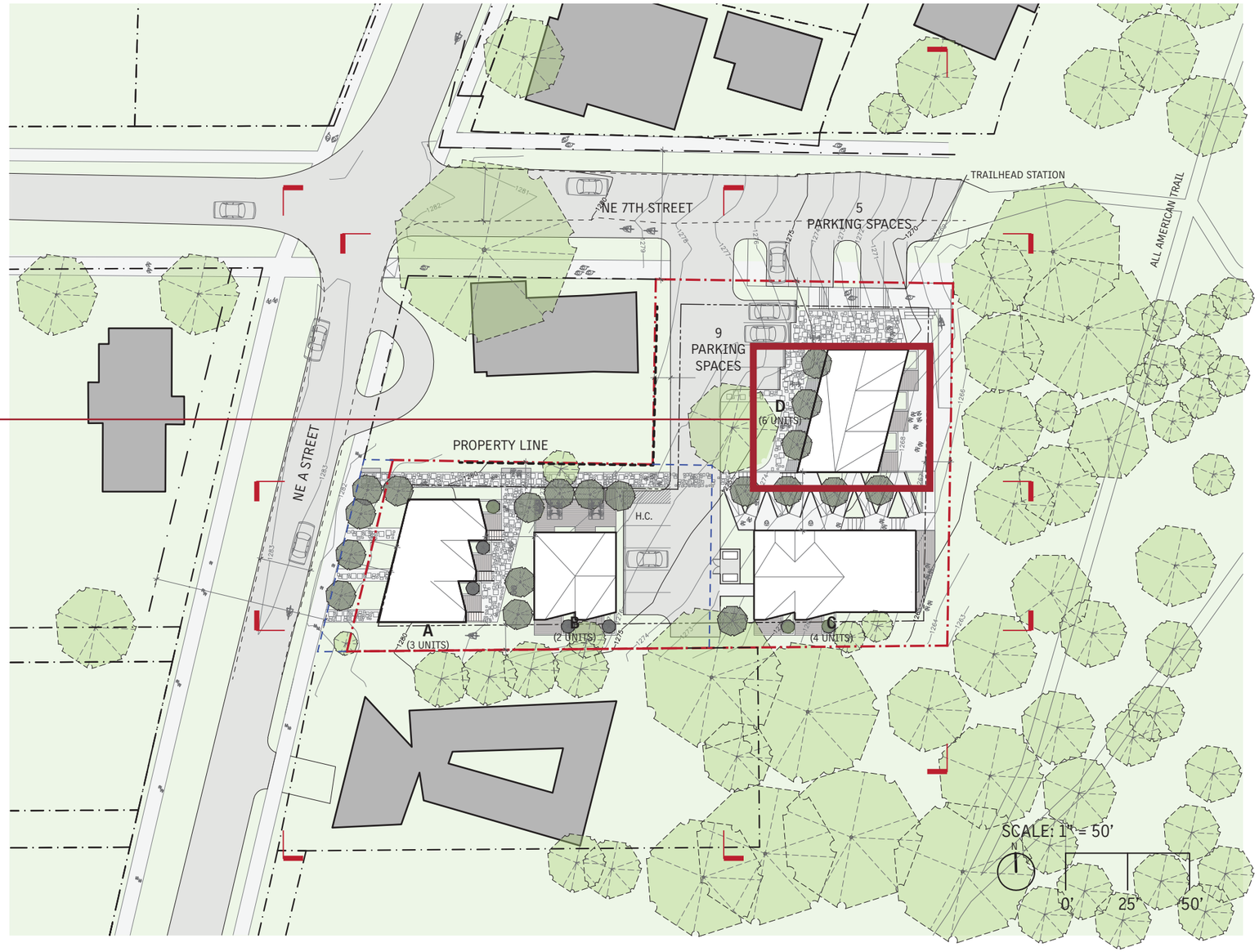
01	COVERED ENTRY
02	LIVING ROOM
03	KITCHEN
04	PANTRY/ MECH
05	BATHROOM
06	BEDROOM
07	BEDROOM
08	OUTDOOR PORCH
09	SPRINKLER ROOM

SECOND FLOOR PLAN

SCALE: 1/8” = 1’-0”

BUILDING D

Building D

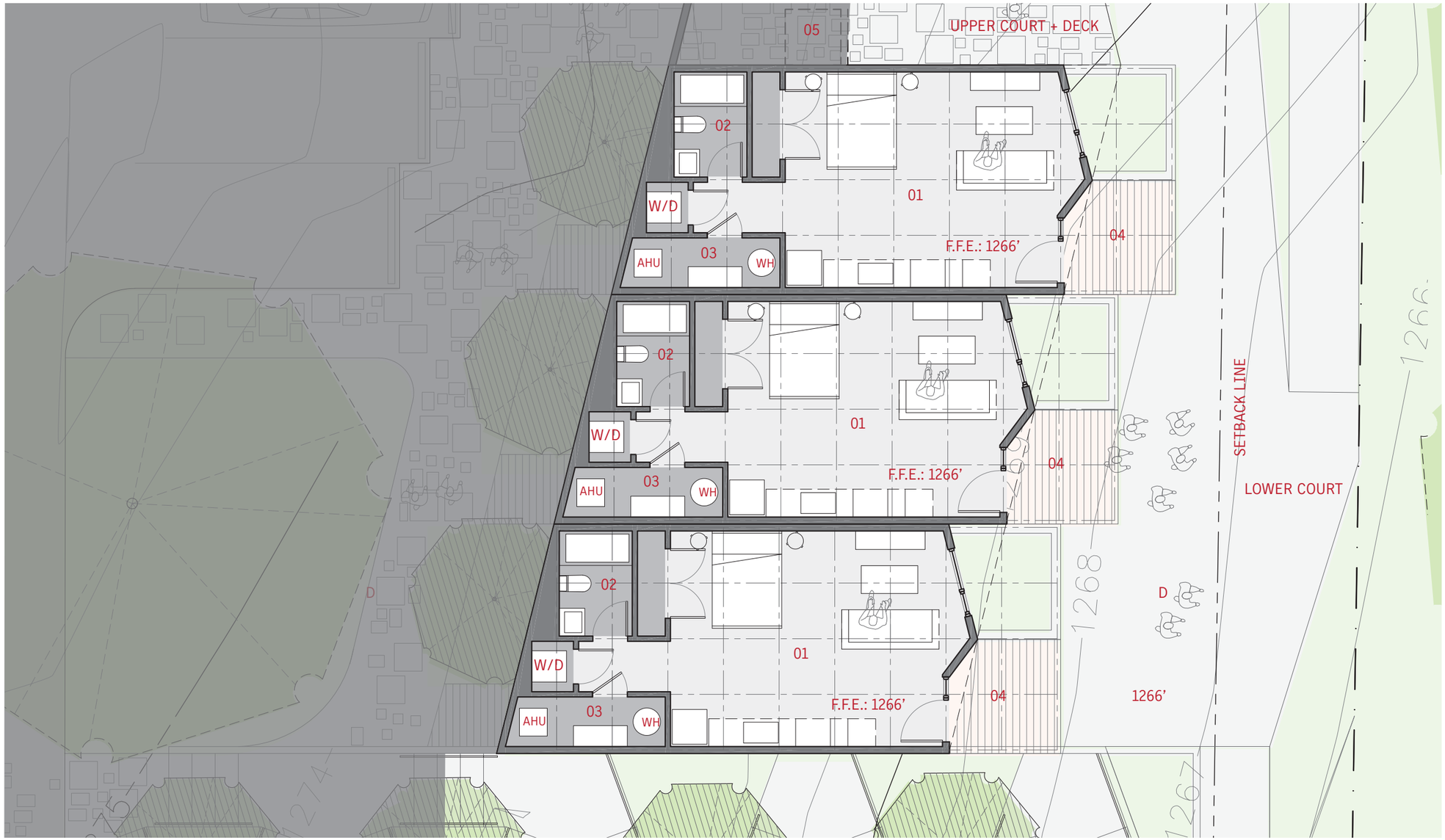


SITE PLAN
SCALE: 1" = 50'-0"

Legend
PRD Property Lines
Outside PRD Property Lines
Setbacks
Existing Property Line to be removed

BUILDING D

6 Studios
3 x Standard Studios:
3 x ADA Studios



LEGEND

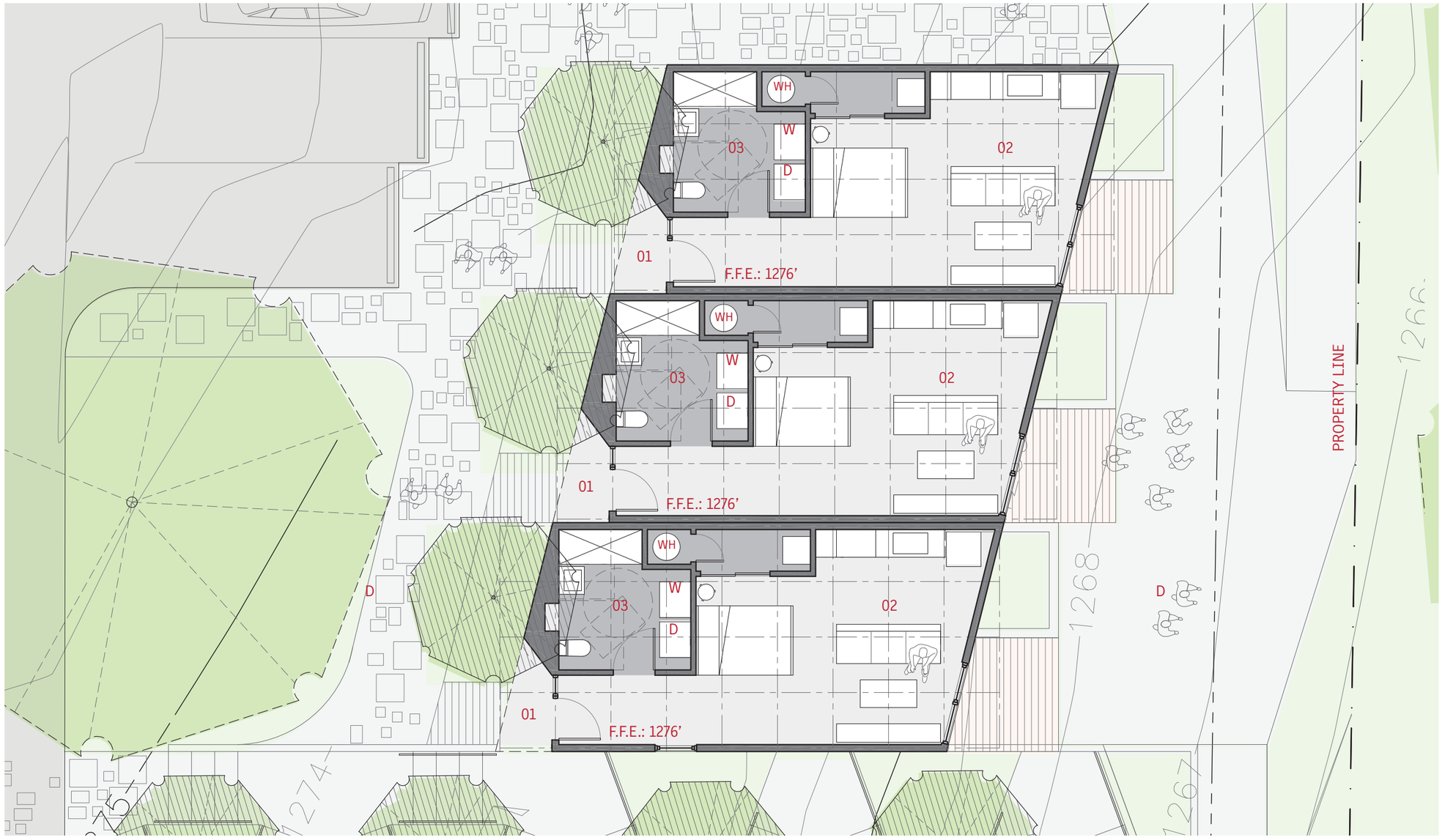
01	LIVING / KITCHEN
02	BATHROOM
03	PANTRY/ MECH
04	OUTDOOR PORCH
05	SPRINKLER ROOM

FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

BUILDING D

6 Studios
3 x Standard Studios
3 x ADA Studios



LEGEND

01	ENTRY
02	LIVING / KITCHEN
03	BATHROOM
04	PANTRY/ MECH
05	OUTDOOR PORCH

SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

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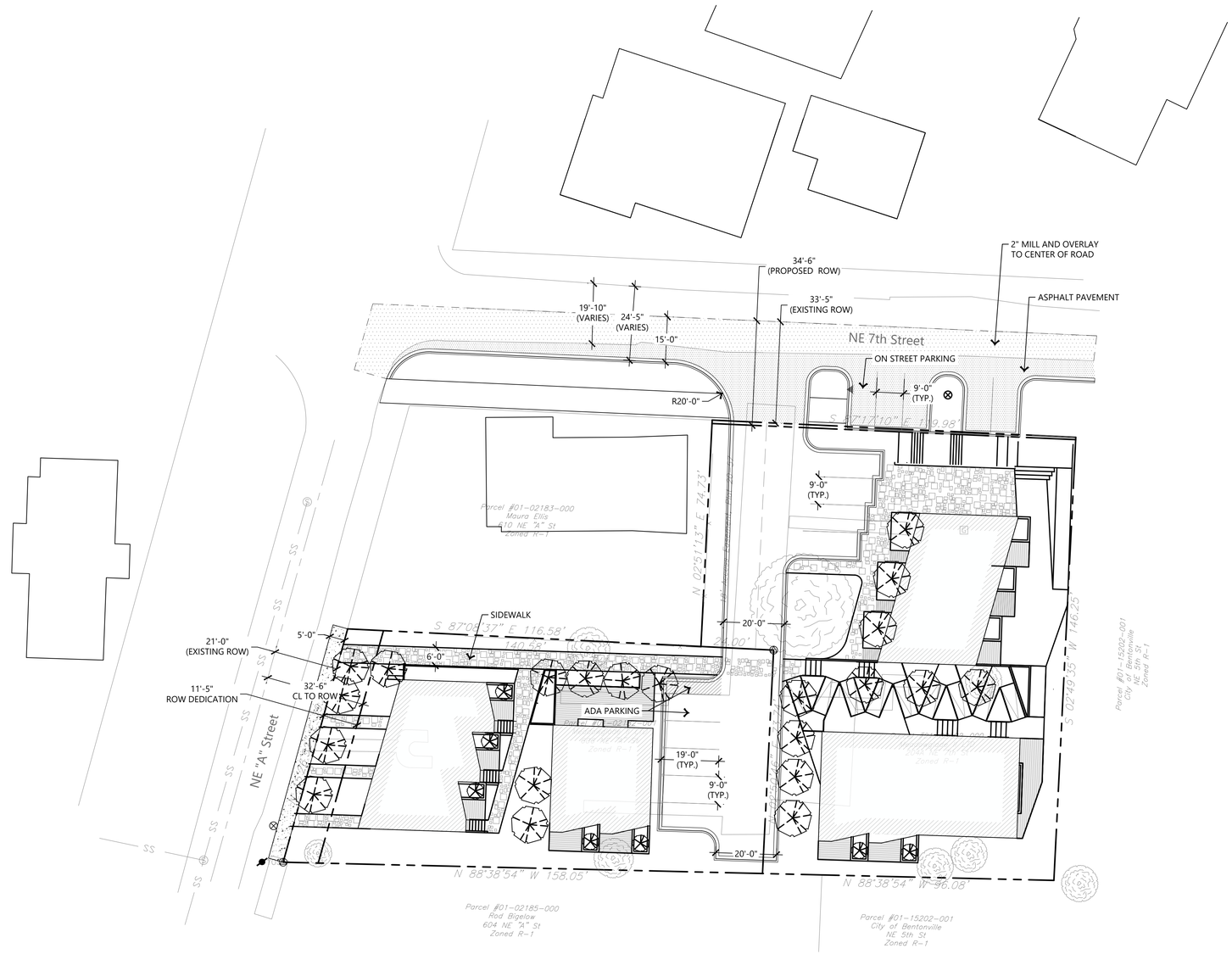

1 SITE PLAN

SCALE: 1" = 20'-0"

NORTH

0' 20' 40' 80'

CDNWA WORKFORCE HOUSING
Bentonville, Arkansas

EDG PROJECT NO.	23-058
DATE	2024.03.20

REVISIONS

Mark	Date	Description

PHASE SCHEMATIC DESIGN

TITLE SITE PLAN

SHEET NO. C1.00
PRD24-0001

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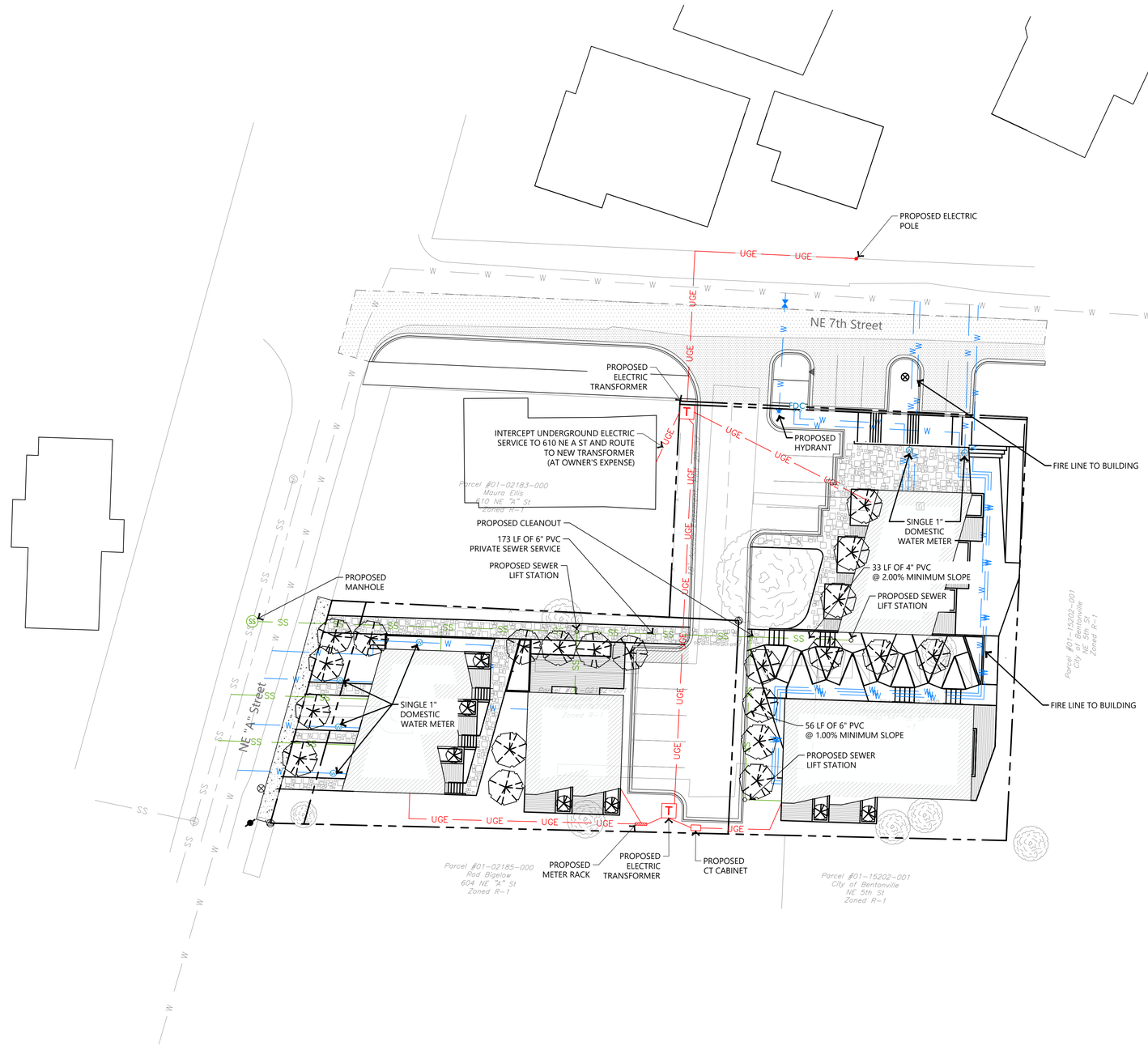

1 UTILITY PLAN

SCALE: 1" = 20'-0"

NORTH

0' 20' 40' 80'

CDNWA WORKFORCE HOUSING
Bentonville, Arkansas

EDG PROJECT NO.	23-058
DATE	2024.03.20

REVISIONS

Mark	Date	Description

PHASE SCHEMATIC DESIGN

TITLE UTILITY PLAN

SHEET NO. C2.00
PRD24-0001

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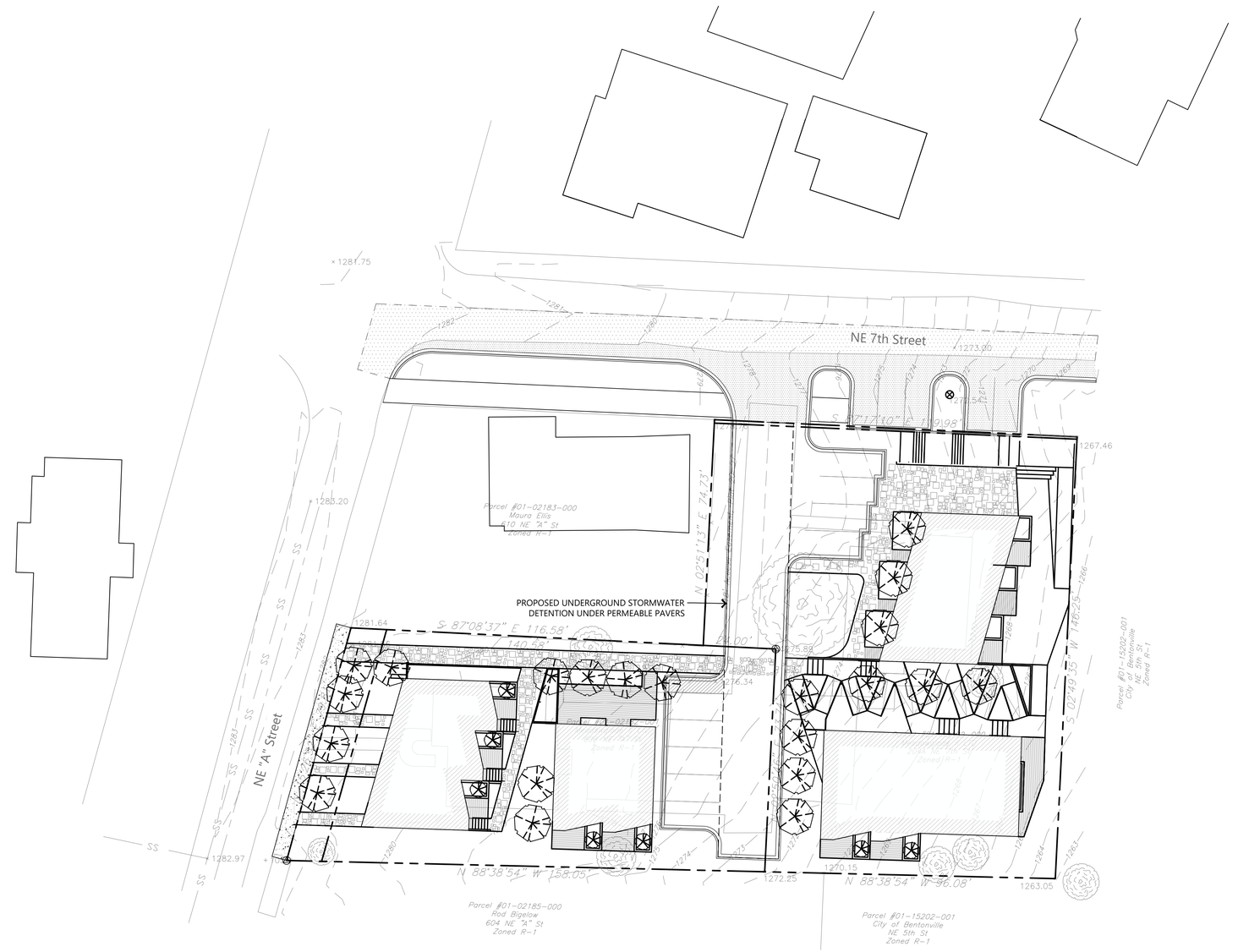

1 GRADING AND DRAINAGE PLAN

SCALE: 1" = 20'-0"

NORTH

0' 20' 40' 80'

CDNWA WORKFORCE HOUSING
Bentonville, Arkansas

EDG PROJECT NO.	23-058
DATE	2024.03.20

REVISIONS

Mark	Date	Description

PHASE SCHEMATIC DESIGN

TITLE GRADING AND DRAINAGE PLAN

SHEET NO. C3.00
PRD24-0001

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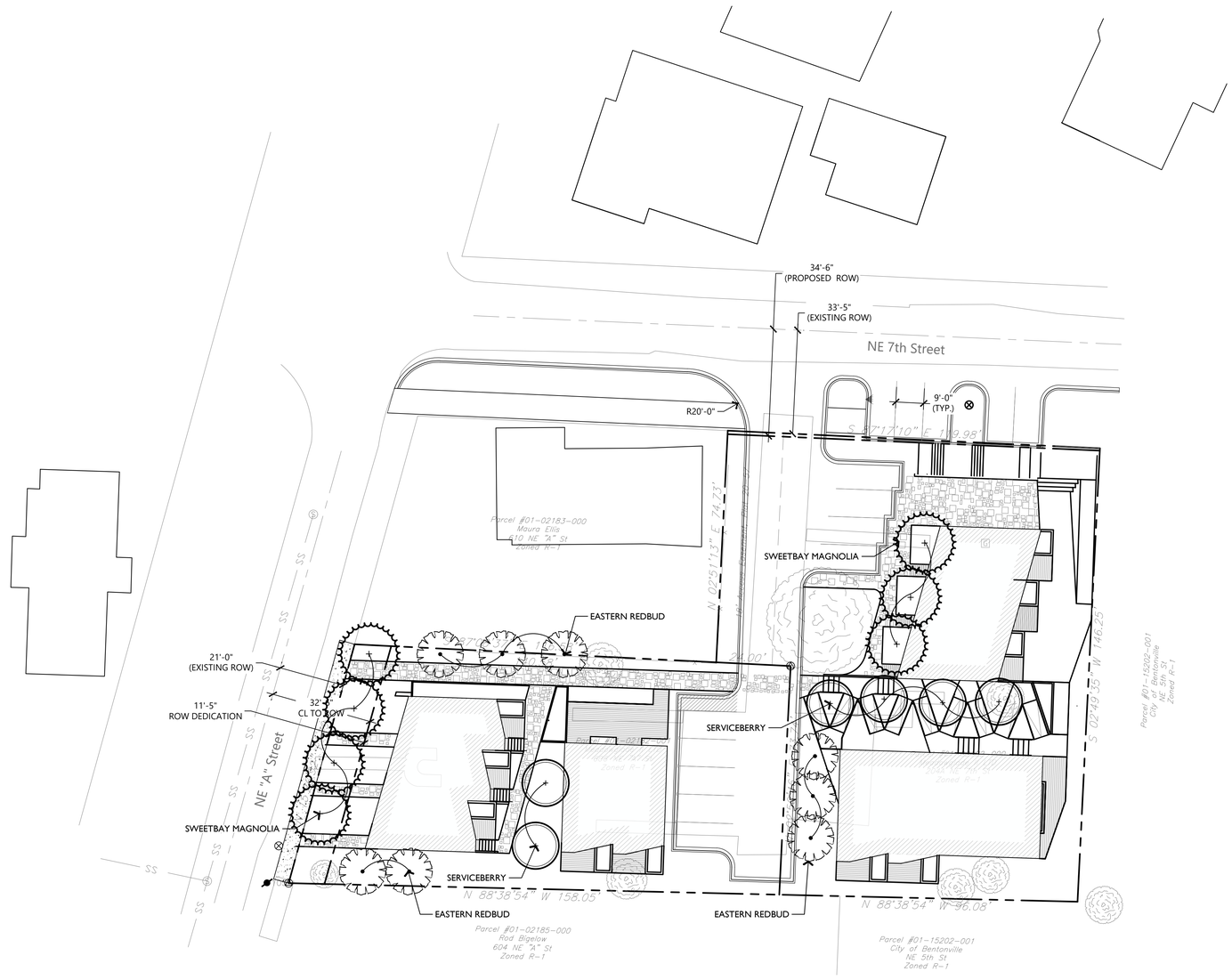

PLANT SCHEDULE						
TREES	QTY	BOTANICAL NAME	COMMON NAME	CALIPER	CONTAINER	SPACING
	8	CERCIS CANADENSIS	EASTERN REDBUD	2.5" CAL	BALL & BURLAPPED	AS SHOWN
	7	MAGNOLIA VIRGINIANA	SWEETBAY MAGNOLIA	2.5" CAL	30 GAL	AS SHOWN
	6	AMELANCHIER ALNIFOLIA	SERVICEBERRY	2.5" CAL	BALL & BURLAPPED	AS SHOWN

1 PRELIMINARY LANDSCAPE PLAN

SCALE: 1" = 20'-0"

NORTH

0' 20' 40' 80'

CDNWA WORKFORCE HOUSING
Bentonville, Arkansas

EDG PROJECT NO. 23-058
DATE 2024.03.20

REVISIONS

Mark	Date	Description

PHASE SCHEMATIC DESIGN

TITLE PRELIMINARY LANDSCAPE PLAN

SHEET NO. L1.00
PRD24-0001

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NOTICE OF INTENT TO REZONE

MEADOWGLADE II, LP has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential to PRD, Planned Residential Development

The legal description of the property is as follows:

Survey Description of Parcel #01-02182-000:
All of Lot 2A, Block 10, Deming's 2nd Addition in Bentonville, Benton County, Arkansas as shown on Plat Record 20-57, more precisely described as follows: Starting at a found ½" rebar at the Northeast Corner of said Lot 2A for the true POINT OF BEGINNING; Thence South 02 Degrees 49 Minutes 35 Seconds West, 146.25 Feet to a found ½" rebar; Thence North 88 Degrees 39 Minutes 54 Seconds West, 96.06 Feet to a set 5/8" rebar; Thence North 02 Degrees 50 Minutes 46 Seconds East, 73.74 Feet to a set copper marker; Thence North 87 Degrees 08 Minutes 37 Seconds West, 24.00 Feet; Thence North 02 Degrees 51 Minutes 13 Seconds East, 74.73 Feet to a found ½" rebar; Thence South 87 Degrees 17 Minutes 10 Seconds East, 119.98 Feet to a found ½" rebar and the true POINT OF BEGINNING containing 0.366 acres more or less and being subject to the right-of-way of NE 7th Street and any easements of record.

Survey Description of Parcel #01-02182-001:
All of Lot 2B, Block 10, Deming's 2nd Addition in Bentonville, Benton County, Arkansas as shown on Plat Record 20-57, more precisely described as follows: Starting at a set copper marker at the Southwest Corner of said Lot 2B for the true POINT OF BEGINNING; Thence North 15 Degrees 26 Minutes 52 Seconds East, 75.81 Feet to a found ½" rebar; Thence South 87 Degrees 08 Minutes 37 Seconds East, 140.58 Feet to a set copper marker; Thence South 02 Degrees 50 Minutes 46 Seconds West, 73.74 Feet to a set 5/8" rebar; Thence North 88 Degrees 39 Minutes 54 Seconds West, 156.05 Feet to a set copper marker and the true POINT OF BEGINNING containing 0.260 acres more or less and being subject to the right-of-way of NE "A" Street and any easements of record.

The common description of the property is: 204A NE 7TH ST, 606A & B NE A ST

The public hearing will be held April 16, 2024 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☑ I / we have no objections to the rezoning.
☐ I / we object to the rezoning because:

* Must include onsite Parking
* Greenway Trail Access

[redacted] [redacted]

Signature and Physical Address Signature and Physical Address

NOTICE OF INTENT TO REZONE

MEADOWGLADE II, LP has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential to PRD, Planned Residential Development

The legal description of the property is as follows:

Survey Description of Parcel #01-02152-000:
All of Lot 2A, Block 10, Deming's 2nd Addition in Bentonville, Benton County, Arkansas as shown on Plat Record 20-57, more precisely described as follows: Starting at a found ½" rebar at the Northeast Corner of said Lot 2A for the true POINT OF BEGINNING; Thence South 02 Degrees 49 Minutes 35 Seconds West, 148.25 Feet to a found ½" rebar; Thence North 88 Degrees 38 Minutes 54 Seconds West 98.08 Feet to a set 5/8" rebar, Thence North 02 Degrees 50 Minutes 46 Seconds East, 73.74 Feet to a set copper marker; Thence North 87 Degrees 08 Minutes 37 Seconds West, 24.00 Feet; Thence North 02 Degrees 51 Minutes 18 Seconds East, 74.70 Feet to a found ½" rebar; Thence South 87 Degrees 17 Minutes 10 Seconds East, 119.99 Feet to a found ½" rebar and the true POINT OF BEGINNING containing 0.366 acres more or less and being subject to the right-of-way of NE 7th Street and any easements of record.

Survey Description of Parcel #01-02152-001:
All of Lot 2B, Block 10, Deming's 2nd Addition in Bentonville, Benton County, Arkansas as shown on Plat Record 20-57, more precisely described as follows: Starting at a set copper marker at the Southwest Corner of said Lot 2B for the true POINT OF BEGINNING; Thence North 15 Degrees 26 Minutes 52 Seconds East, 79.81 Feet to a found ½" rebar; Thence South 87 Degrees 08 Minutes 37 Seconds East, 140.58 Feet to a set copper marker; Thence South 02 Degrees 50 Minutes 46 Seconds West, 73.74 Feet to a set 5/8" rebar; Thence North 88 Degrees 38 Minutes 54 Seconds West, 158.05 Feet to a set copper marker and the true POINT OF BEGINNING containing 0.259 acres more or less and being subject to the right-of-way of NE "A" Street and any easements of record

The common description of the property is: 204A NE 7TH ST, 606A & B NE A ST

The public hearing will be held April 16, 2024 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☐ I / we have no objections to the rezoning.
☒ I / we object to the rezoning because:

This is a quiet, old neighborhood, and any multi-house unit would be totally out of place. The development would completely surround 601 NE A which is my daughter's home. This is a terrible idea.

[redacted]

Signature and Physical Address

Signature and Physical Address

You seem intent on destroying everything that makes Bentonville special. If you want Manhatten, move to New York →

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 PRD, PLANNED RESIDENTIAL DEVELOPMENT; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PRD24-0001)

WHEREAS, MEADOWGLADE II LTD PARTNERSHIP 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 PRD, PLANNED RESIDENTIAL DEVELOPMENT to be used in accordance with city zoning laws and state laws, which property is described as follows:

ALL OF LOT 2A, BLOCK 10, DEMING'S 2ND ADDITION IN BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD 20-57, MORE PRECISELY DESCRIBED AS FOLLOWS: STARTING AT A FOUND ½" REBAR AT THE NORTHEAST CORNER OF SAID LOT 2A FOR THE TRUE POINT OF BEGINNING;THENCE SOUTH 02 DEGREES 49 MINUTES 35 SECONDS WEST, 146.25 FEET TO A FOUND ½" REBAR;THENCE NORTH 88 DEGREES 38 MINUTES 54 SECONDS WEST, 96.08 FEET TO A SET 5/8" REBAR;THENCE NORTH 02 DEGREES 50 MINUTES 46 SECONDS EAST, 73.74 FEET TO A SET COPPER MARKER;THENCE NORTH 87 DEGREES 08 MINUTES 37 SECONDS WEST, 24.00 FEET;THENCE NORTH 02 DEGREES 51 MINUTES 13 SECONDS EAST, 74.73 FEET TO A FOUND ½" REBAR;THENCE SOUTH 87 DEGREES 17 MINUTES 10 SECONDS EAST, 119.98 FEET TO A FOUND ½" REBAR AND THE TRUE POINT OF BEGINNING CONTAINING 0.366 ACRES MORE OR LESS AND BEING SUBJECT TO THE RIGHT-OF-WAY OF NE 7TH STREET AND ANY EASEMENTS OF RECORD. ALL OF LOT 2B, BLOCK 10, DEMING'S 2ND ADDITION IN BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD 20-57, MORE PRECISELY DESCRIBED AS FOLLOWS: STARTING AT A SET COPPER MARKER AT THE SOUTHWEST CORNER OF SAID LOT 2B FOR THE TRUE POINT OF BEGINNING;THENCE NORTH 15 DEGREES 26 MINUTES 52 SECONDS EAST, 79.81 FEET TO A FOUND ½" REBAR;THENCE SOUTH 87 DEGREES 08 MINUTES 37 SECONDS EAST, 140.58 FEET TO A SET COPPER MARKER;THENCE SOUTH 02 DEGREES 50 MINUTES 46 SECONDS WEST, 73.74 FEET TO A SET 5/8" REBAR;THENCE NORTH 88 DEGREES 38 MINUTES 54 SECONDS WEST, 158.05 FEET

TO A SET COPPER MARKER AND THE TRUE POINT OF BEGINNING CONTAINING 0.259 ACRES MORE OR LESS AND BEING SUBJECT TO THE RIGHT-OF-WAY OF NE "A" STREET AND ANY EASEMENTS OF RECORD;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 16, 2024 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 PRD, PLANNED RESIDENTIAL DEVELOPMENT.

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 PRD, PLANNED RESIDENTIAL DEVELOPMENT 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 _____, 2024.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk