



**City Council  
Meeting Agenda  
November 12, 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](mailto: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 virtually, please register at the following link by 4:00 p.m. on November 12, 2024:

[https://us02web.zoom.us/webinar/register/WN\\_Xu7oi\\_YSwyuvPM2G5qrTQ](https://us02web.zoom.us/webinar/register/WN_Xu7oi_YSwyuvPM2G5qrTQ)

**Council Questions/Discussion Concerning the Business Meeting**

**Call to Order**

**Pledge of Allegiance**

**Moment of Silence**

**Roll Call**

**Approval of Minutes**

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

1. **Approve a Motion to Execute Form  
Related to Benton County's 2024 Millage  
Rollback**

**Motion**

Approve a motion to authorize the Mayor and City Clerk to execute the Computation and Certification form related to Benton County's 2021 Certification of Assessment Data (Millage Rollback), including future adjustments, if required. No budget adjustment is needed.

2. **Resolution Authorizing a Budget  
Adjustment for 2024 Storm Expenses**

**Resolution**

Resolution authorizing a budget adjustment of \$2,752,687.83 for 2024 storm expenses. These expenses include overtime wages, mutual aid, temporary labor, minor repairs, and equipment purchases. A budget adjustment is needed.

3. **Ordinance to Waive Competitive Bidding and Enter into a Contract with AT&T for 9-1-1 Equipment** **Ordinance\***

Ordinance waiving the requirement to competitive bidding and enter into a five-year contract with AT&T for E9-1-1 equipment and upgrades. Due to Benton County owning the contract for this equipment with AT&T, it is not feasible for the City to competitively bid for this purchase. This will also include adding an additional 9-1-1 console and equipment within the contract. This is a yearly budgeted item. No budget adjustment is needed.
4. **Ordinance Waiving Competitive Bidding for Storm Damage Repairs to Public Safety Radio System** **Ordinance\***

Ordinance waiving competitive bidding authorizing payment to RACOM in the amount of \$81,777.95 to cover additional expenses for the public safety radio system caused from storm damage on May 26, 2024. Note: this amount has been submitted under FEMA for reimbursement. A budget adjustment is needed.
5. **Public Hearing and Ordinance Vacating Utility Easement (VAC24-0010)** **Ordinance\***

Public Hearing and approval of Ordinance vacating Utility Easement located at Lot 16 of Loesche Subdivision (VAC24-0010). No budget adjustment is needed.
6. **Resolution Setting a Public Hearing for Street Right of Way Vacations (VAC24-0011)** **Resolution**

Resolution to set a Public Hearing for November 26, 2024 for Street Right of Way Vacations located at Wal-Mart Campus Subdivision, Lot 2 (VAC24-0011). No budget adjustment is needed.
7. **Resolution Approving Amendment #6 with McClelland Consulting Engineers for Water Tower Road** **Resolution**

Resolution to approve an amendment with McClelland Consulting Engineers for additional professional services. Additional services include extended time for construction observation and additional utility design. This will be funded by Street bond funds. No budget adjustment needed.
8. **Resolution to Approve Change Order #3 with Sy-Con for VBT Hangar Access Road Project** **Resolution**

Resolution to approve Change Order #3 to the Sy-Con Contract to include work for the Access Road construction in the amount of \$18,970.00 for the Hangar Development project. No budget adjustment is needed.
9. **Resolution to Approve Change Order #1 with APAC for the VBT Southeast Taxiway B Extension** **Resolution**

Resolution to approve Change Order No. 1, with APAC Central, Inc. for the VBT Southeast Taxiway B Extension (Phase 2) project. No budget adjustment is needed.
10. **Resolution to amend the Fixed Base Operator (FBO) agreement with Summit Aviation** **Resolution**



Resolution to approve changes to the City's FBO agreement with Summit Aviation, removing office and operation space no longer used by the FBO. AAB approved this change at the 11/7/24 meeting. No budget adjustment is needed.

11. **Ordinance Authorizing a Contract Amendment with Challenger Sports for Soccer Camp Services** **Ordinance\***

Ordinance authorizing a contract amendment with Challenger Sports for soccer camp services. No budget adjustment is needed.

12. **Resolution Approving the Purchase a Curbtender Quantum 8YD Rear Loader through Sourcewell** **Resolution**

Resolution authorizing the purchase of a Curbtender Quantum 8YD Rear Loader from River City Hydraulics Inc. through the participation in the Sourcewell Cooperative, in the amount of \$157,166.00. No budget adjustment is needed.

## **II. Utility Board**

1. **Ordinance to Waive Competitive Bids to Order 1/0 Underground Wire** **Ordinance\***

Approval of an Ordinance to waive competitive bidding to purchase 1/0 UG Wire from Stuart Irby. Unit Prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Approved by Utility Board 5-0. No budget adjustment is needed.

2. **Resolution to Award Bid #IFB-24-72 to Stuart Irby Company for Electric Materials** **Resolution**

Resolution to award bid IFB-24-72 for Electric Materials to Stuart Irby Company per the unit prices attached. Stuart Irby was the sole bid received. Approved by Utility Board 5-0. No budget adjustment is needed.

3. **Resolution to Award Bid #IFB-24-73 to M & K Imports for Wood Poles** **Resolution**

Resolution to award bid IFB-24-73 Wood Poles to M&K Imports in the amount of \$65,750.00 plus applicable taxes. M&K was the sole bid received. Approved by Utility Board 5-0. No budget adjustment is needed.

4. **Ordinance Waiving Competitive Bidding and Entering into an Agreement with PTTI** **Ordinance\***

An ordinance waiving competitive bidding and entering into an agreement with PTTI to purchase a new transformer for Substation A for \$2,148,915.22 including taxes. This cost is the total for the transformer, spare bushings and gaskets, and a 5-yr. warranty. There is \$1,747,500.00 remaining in the 2024 budget to fund this purchase. The difference will be funded by Utility Fund reserves. Approved by Utility Board 5-0. A budget adjustment is needed.

5. **Resolution to Award IFB-24-68 to Gulf Coast Underground, LLC for SE 14th St CIPP Sewer Lining Project** **Resolution**

Resolution to award IFB-24-68 to Gulf Coast Underground, LLC per the attached unit prices, for a contract amount not to exceed \$298,434.00, for the installation of approximately 2,792 feet of cured in place pipe (CIPP) lining in main sewer lines identified along SE 14th Street. Gulf Coast Underground, LLC was the lowest responsive bidder per the attached bid

tabulation. This project identified last year is approved in the 2024 budget. Utility Board approved 5-0. No budget adjustment is needed.

6. **Resolution to Award IFB-24-70 for IDIQ Water Service Line Replacement** **Resolution**

Staff requests a Resolution to award IFB-24-70 IDIQ to both Calcon, Inc. and MO-ARK Utilities per the attached unit prices. Calcon, Inc. was the lowest responsive bidder with MO-ARK Utilities the second lowest. Each contract will be for a one year term, not to exceed \$500,000.00 per year, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years. Utility Board approved 5-0. A budget adjustment is needed.

7. **Resolution Approving a Budget Adjustment Related to 2024 Bonds** **Resolution**

An ordinance was approved on September 10, 2024 to allow the issuance of revenue bonds to finance the cost of improvements to the Water Resource Recovery Facility. The bonds were issued on October 24, 2024. This budget adjustment is to allocate the bonds and account for legal fees and 2024 interest. Approved by Utility Board 5-0. A budget adjustment is needed.

**III. Planning**

1. **Lot Split - Lots 5 & 6 of RSB Subdivision - 5500 Southwest Gunstock Road (LS24-0037)** **Ordinance\***

**The Planning Commission voted 7-0, recommending approval.**

An Ordinance Accepting A Lot Split Of Lot 1 Of RSB Subdivision Creating New Lots 5 And 6 Of RSB Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Property Line Adjustment - Lots 1-3, 8th St. Gateway Park Subdivision - Southwest 8th Street (PLA24-0022)** **Ordinance\***

**The Planning Commission voted 7-0, recommending approval.**

An Ordinance Accepting A Property Line Adjustment Of Lots 1, 2, And 4 Of Allen Subdivision South, Lot 2 Of North AR Wholesale 8th Street, And Tracts 10 And 12 Of Hardcastle Estates Subdivision Creating New Lots 1, 2, And 3 Of 8th Street Gateway Park Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Property Line Adjustment - Lots 1 & 2 of Thaden South Addition - 1000 Benton Street (PLA24-0023)** **Ordinance\***

**The Planning Commission voted 7-0, recommending approval.**

An Ordinance Accepting A Property Line Adjustment Of Lots 1B, 2B, 3B, 2, 3, 6, 7, 8, 9, And 10, Block 2 Of Banks Addition And Unplatted Section Land Creating New Lots 1 And 2 Of Thaden South Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Property Line Adjustment - Lot 32, Block 1, Crabtree Addition - 810 Northwest B Street (PLA24-0024)** **Ordinance\***

**The Planning Commission voted 7-0, recommending approval.**

An Ordinance Accepting A Property Line Adjustment Of Lots 1B, 2B, 3B, 2, 3, 6, 7, 8, 9, And

10, Block 2 Of Banks Addition And Unplatted Section Land Creating New Lots 1 And 2 Of Thaden South Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

5. **Final Plat - Osage Hills Phase 3 - Southwest Adams Road and Southwest Anglin Road (FP24-0009)** **Ordinance\***

**The Planning Commission voted 7-0, recommending approval.**

An Ordinance Accepting A Final Plat Of Lots 1-147 Of Osage Hills Subdivision, Phase 3 To The City Of Bentonville, Arkansas; And For Other Purposes.

6. **Rezoning - Adams - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential - 504 Northwest B Street (RZ24-0040)** **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.

7. **Planned Unit Development Amendment - Opal Park - Southwest Regional Airport Boulevard (PUD22-0003)** **Ordinance\***

**The Planning Commission voted 7-0, recommending approval.**

An Ordinance Amending ORD 2023-054; And For Other Purposes.

8. **Rezoning - Canvas Church - R-1, Low-Density Single-Family Residential to C-1, Neighborhood Commercial - 1106 Northwest 10th Street (RZ24-0039)** **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 C-1, Neighborhood Commercial; And For Other Purposes.

#### **IV. Other Business/Announcements/Comments**

##### **Adjournment**

##### **Public Comments Concerning Matters of City Related Business**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                             |                           |                  |
|------------------------------|-----------------------------|---------------------------|------------------|
| <b>Council Meeting Date:</b> | 11/12/2024                  | <b>Submitted By:</b>      | Patrick Johndrow |
| <b>Phone:</b>                | 479-271-6781                | <b>For Department(s):</b> | Finance          |
| <b>Email:</b>                | pjohndrow@bentonvillear.com |                           |                  |

#### Item Type (Check all that apply)

|                                            |                                            |                                                  |                                           |
|--------------------------------------------|--------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Approve a Motion to Execute Form Related to Benton County's 2024 Millage Rollback                                                                                                                                                                                                                                                                                              |
| <b>Action Recommendation &amp; Justification:</b>        | Approve a motion to authorize the Mayor and City Clerk to execute the Computation and Certification form related to Benton County's 2021 Certification of Assessment Data (Millage Rollback), including future adjustments, if required. No budget adjustment is needed.                                                                                                       |
| <b>Additional Comments for Consideration (Optional):</b> | This form is necessary in order for the County to adjust tax rates for each city based on the increase in property values from a countywide reappraisal. The computation was prepared by the County Clerk using data and information provided by the Arkansas Assessment Coordination Division. Execution of this form limits the taxes collected based on legal requirements. |
| <b>Amount for Approval:</b>                              | \$                                                                                                                                                                                                                                                                                                                                                                             |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

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

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

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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# BENTON COUNTY

STATE OF ARKANSAS

## BETSY HARRELL

### COUNTY CLERK & VOTER REGISTRAR

215 EAST CENTRAL, SUITE 217  
BENTONVILLE, AR 72712-5373  
479-271-1013  
Fax: 479-271-1019

### PROBATE COURT CLERK

COURTHOUSE, 102 N.E. "A" STREET  
BENTONVILLE, AR 72712-5350  
479-271-5727  
FAX: 479-271-1712

October 11, 2024

TO: ALL MAYORS AND GOVERNING BODIES OF CITIES/TOWNS

FROM: BETSY HARRELL, COUNTY CLERK

RE: 2024 CERTIFICATION OF ASSESSMENT DATA (MILLAGE ROLLBACK)

In accordance with A.C.A. §26-26-402, et seq., the attached documents are being provided to your taxing entity by the County Clerk's office.

1. Base Year Certification of Assessment Data on Real Estate  
This Certificate is for Benton County, and is being sent as required by law, showing the data required. (1 page) This certificate is for you to keep.
2. Base Year Millage Rollback Computation and Certification – A.C.A. §26-26-404  
This document shows the computation of the real estate rollback of millage rates as prepared by our office using the rollback test data sheet provided to us by the Arkansas Assessment Coordination Division. We are also enclosing a blank form if you wish to perform the calculations yourself.

The Mayor and City Clerk should sign the Computation and Certification form, date it, and return to the office of the County Clerk no later than **Monday, November 18, 2024**.

Any questions regarding the rollback process may be directed to your entity's legal counsel.

ROGERS OFFICE  
2111 W. WALNUT  
(479) 636-3727  
FAX (479) 636-4922

ROGERS ARCHIVES  
2111 W. WALNUT  
(479) 636-1037  
FAX (479) 636-1053

SILAM SPRINGS OFFICE  
707 S. LINCOLN  
479-271-1013  
FAX (479) 524-8534

26-26-403 Certification of Assessed Value Data (Cities Form)  
Base Year Certification of Assessment Data on Real Estate

Please review

Bentonville

Enter Information only in green fields.

Once Information is entered, form 26-26-404 below will be automatically completed.

COUNTY:

Benton

TAXING UNIT:

Bentonville

DATE:

10/09/24

Ex. 00/00/xxxx

1. Total Assessment

1,703,937,742

Current Year Real Property Value from Rollback Test  
(Auto filled)

2. Total Newly Discovered  
Property List

84,162,864

Newly Discovered number for School District  
(Auto filled)

3. Total Taxes Certified  
for Collection

Previous Year Real Property Value multiplied by Present millage rate

Previous Year Real Property Value From Rollback Test

1,486,389,844 (Auto filled)

0.00550 5.500

Present Millage Rate

Ex. If millage rate is 59 mills  
enter 59

8,175,144

8,175,144

4. Millage Levy for  
General

0.00500

5

5. Other

0.00050

0.5

6. Other

-

7. Other

-

Total Millage

0.00550

5.50

Mills

County Clerk Certification:

Base Year Millage Rollback Computation and Certification Form

COUNTY: Benton

TAXING UNIT: Bentonville

DATE: 9-Oct-24

1. Compute the following to discover total of reassessed property:
- a. Total base year assessments

1,703,937,742
- b. Less newly discovered, new construction properties

84,162,864
- c. Equals total reassessed properties

1,619,774,878
2. Compute the following to find the zero-increase millage adjustment:
- a. Base-year taxes certified for collection

8,175,144
- b. Divided by reassessed properties

1,619,774,878
- c. Equals zero-increase millage

0.005048
3. Compute the following to find the percentage of newly discovered property:
- a. Newly discovered, new construction properties

84,162,864
- b. Divided by total assessed properties

1,703,937,742
- c. Equals percent newly discovered

4.9400%
4. Millage adjustment option:
- a. Maximum increase option

10.0%
- b. Minus newly discovered property percentage

4.9400%
- c. Allowable optional millage increase

5.0600%
5. To compute millage adjustment option if applicable:
- a. Rolled back zero-base millage

0.005048
- b. Times allowed optional millage increase percent

1.051
- c. Equals indicated overall millage of

0.005304
6. Each tax source or levy shall be adjusted by applying the following computed multipliers and adjusting to the next highest one-tenth (1/10) mill:
- a. Overall millage from 5.c above or 2c

0.005304
- b. Divided by previous millage prior to base year

0.0055
- c. Equals multiplier

0.9644

7. Compute each tax source or levied millage in the following table:

| Tax Source           | Previous<br>Millage | x | Multiplier    | = | Adjusted<br>Millage / | Rounded<br>Millage |
|----------------------|---------------------|---|---------------|---|-----------------------|--------------------|
| <u>M &amp; O</u>     | <u>0.00500</u>      | x | <u>0.9644</u> | = | <u>0.004822</u>       | <u>0.00483</u>     |
| <u>Debt</u>          | <u>0.00050</u>      | x | <u>0.9644</u> | = | <u>0.000482</u>       | <u>0.00049</u>     |
| <u>Other</u>         | <u>-</u>            | x | <u>0.9644</u> | = | <u>-</u>              | <u>-</u>           |
| <u>Other</u>         | <u>-</u>            | x | <u>0.9644</u> | = | <u>-</u>              | <u>-</u>           |
| <u>Other</u>         | <u>-</u>            | x | <u>0.9644</u> | = | <u>-</u>              | <u>-</u>           |
| Total of Millage     |                     |   |               | = | 0.00532               |                    |
|                      |                     |   |               |   |                       | <b>Rollback</b>    |
| <i>Please review</i> |                     |   |               |   |                       |                    |

CERTIFICATION: SIGNATURES





### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                             |                           |                  |
|------------------------------|-----------------------------|---------------------------|------------------|
| <b>Council Meeting Date:</b> | 11/12/2024                  | <b>Submitted By:</b>      | Patrick Johndrow |
| <b>Phone:</b>                | 479-271-6781                | <b>For Department(s):</b> | Finance          |
| <b>Email:</b>                | pjohndrow@bentonvillear.com |                           |                  |

#### Item Type (Check all that apply)

|                                            |                                                       |                                                  |                                           |
|--------------------------------------------|-------------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award                    | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                  |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Authorizing a Budget Adjustment for 2024 Storm Expenses                                                                                                                                                               |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution authorizing a budget adjustment of \$2,752,687.83 for 2024 storm expenses. These expenses include overtime wages, mutual aid, temporary labor, minor repairs, and equipment purchases. A budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | All eligible items are being submitted to FEMA for reimbursement however only expenses not able to be absorbed in the 2024 budget are included in this adjustment. The detailed budget adjustment follows on the next page.      |
| <b>Amount for Approval:</b>                              | \$ 2,752,687.83                                                                                                                                                                                                                  |

#### 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 |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☒ General Fund ☒ Utility Fund ☒ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ADJUSTING THE 2024 BUDGET; APPROPRIATING TWO MILLION SEVEN HUNDRED FIFTY-TWO THOUSAND SIX HUNDRED EIGHTY-SEVEN DOLLARS AND EIGHTY-THREE CENTS (\$2,752,687.83) FROM THE GENERAL, UTILITY, AND STREET FUND RESERVES INTO VARIOUS ACCOUNTS FOR 2024 STORM EXPENSES; AND FOR OTHER PURPOSES.**

**WHEREAS**, due to the storm on May 26<sup>th</sup>, 2024, a budget adjustment is needed for storm expenses;

**WHEREAS**, these expenses include overtime wages, mutual aid, temporary labor, minor repairs, and equipment purchases; and

**WHEREAS**, the detailed budget adjustment is shown on Exhibit “A”;

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

Section 1: The 2024 Budget is adjusted to appropriate two million seven hundred fifty-two thousand six hundred eighty-seven dollars and eight-three cents (\$2,752,687.83) from the General, Utility, and Street Fund Reserves into various accounts as listed in Exhibit “A”;

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**

## EXHIBIT "A"

### BUDGET ADJUSTMENT – 2024 STORM EXPENSES

| Account Number (ORG-OBJECT) | Account Description           | Expense      | Revenue |
|-----------------------------|-------------------------------|--------------|---------|
| 101050-43310                | Technical/Data Processing     | 3,600.00     |         |
| 102010-44430                | Building/Ground Maintenance   | 21,558.27    |         |
| 105030-43110                | Temporary Staffing            | 33,762.26    |         |
| 105030-44430                | Building/Ground Maintenance   | 42,521.40    |         |
| 203810-41310                | Overtime Wages                | 14,366.47    |         |
| 203810-41510                | FICA and Medicare Expense     | 1,099.03     |         |
| 203810-41810                | Retirement - APERS            | 2,200.94     |         |
| 203810-44440                | Machine/Equipment Maintenance | 1,079.14     |         |
| 203810-44450                | Pub Works by Proj Maint       | 8,935.87     |         |
| 503010-41310                | Overtime Wages                | 154,224.97   |         |
| 503010-41510                | FICA and Medicare Expense     | 11,798.21    |         |
| 503010-41810                | Retirement - APERS            | 23,627.27    |         |
| 503010-43310                | Technical/Data Processing     | 3,969.70     |         |
| 503010-44430                | Building/Ground Maintenance   | 6,117.79     |         |
| 503010-44450                | Pub Works by Proj Maint       | 27,051.87    |         |
| 503010-45810                | Travel & Training             | 42,724.59    |         |
| 503010-47311                | Ovrhead Prim Construction     | 1,997,667.69 |         |
| 503010-47313                | Improv - Undgrnd Prim Const   | 32,153.03    |         |
| 503010-47314                | Improv - Secondary Meter      | 24,256.38    |         |
| 503030-41310                | Overtime Wages                | 18,288.28    |         |
| 503030-41510                | FICA and Medicare Expense     | 1,399.05     |         |
| 503030-41810                | Retirement - APERS            | 2,801.76     |         |
| 503030-43210                | Legal & Professional Services | 276,850.00   |         |
| 503040-44440                | Machine/Equipment Maintenance | 633.84       |         |
| Total                       |                               | 2,752,687.83 | -       |



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                                      |                           |             |
|------------------------------|--------------------------------------|---------------------------|-------------|
| <b>Council Meeting Date:</b> | 11/12/2024                           | <b>Submitted By:</b>      | Ray Shastid |
| <b>Phone:</b>                | 479-271-3170                         | <b>For Department(s):</b> | Police      |
| <b>Email:</b>                | ray.shastid@bentonville.arkansas.gov |                           |             |

#### Item Type (Check all that apply)

|                                               |                                            |                                                             |                                                      |
|-----------------------------------------------|--------------------------------------------|-------------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Informational        | <input type="checkbox"/> Bid Award         | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order                |
| <input type="checkbox"/> Recognizing Funds    | <input type="checkbox"/> Budget Adjustment | <input checked="" type="checkbox"/> Waiver of Bid           | <input checked="" type="checkbox"/> Emergency Clause |
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution        | <input type="checkbox"/> Informational                      |                                                      |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Ordinance to Waive Competitive Bidding and Enter into a Contract with AT&T for 9-1-1 Equipment                                                                                                                                                                                                                                                                                                                                                        |
| <b>Action Recommendation &amp; Justification:</b>        | Ordinance waiving the requirement to competitive bidding and enter into a five-year contract with AT&T for E9-1-1 equipment and upgrades. Due to Benton County owning the contract for this equipment with AT&T, it is not feasible for the City to competitively bid for this purchase. This will also include adding an additional 9-1-1 console and equipment within the contract. This is a yearly budgeted item. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | Attachments:<br>Memorandum<br>AT&T NG9-1-1 PSAP multi-service agreement<br>Memo from Benton County (dated 2020)                                                                                                                                                                                                                                                                                                                                       |
| <b>Amount for Approval:</b>                              | \$ 120,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                         |

#### Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER: 2024-2025 budgeted item.

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

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

#### Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



# POLICE DEPARTMENT

908 SE 14<sup>TH</sup> STREET  
BENTONVILLE, AR 72712  
479-271-3173 FAX 479-271-3187  
[www.bentonvillear.com](http://www.bentonvillear.com)

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## MEMORANDUM

To: Mayor Stephanie Orman and City Council members  
From: Chief Ray Shastid  
Date: November 12, 2024  
Re: Emergency 9-1-1 Call Handling Equipment

Please accept this Memorandum to better explain the Waiver of Bid request for Emergency 9-1-1 call handling equipment.

Benton County Administration has lawful oversight of the 9-1-1 Public Safety Answering Points (PSAP), as established in the county. Bentonville is one of three primary PSAP's operated by the City of Bentonville Police Department. We currently operate five 9-1-1 consoles with the equipment currently housed in our Emergency Communications Center. Funding for the PSAP's 9-1-1 answering software and hardware/equipment (including ours) has historically been funded by landline telephone taxes. These tax dollars would go directly to Benton County and were used in part to purchase each PSAP's 9-1-1 phone lines and equipment as well as data/phone lines and service.

Over the past several years, landline taxes continue to decrease due to the change in telephone technology (cellular phone and voice over internet protocol or VOIP). Cellphone taxes have been increased due to these technology changes however it still creates a shortfall in landline tax money to fund the 9-1-1 service for Benton County. These cellular taxes go directly to the city hosting the PSAP, such as the City of Bentonville.

Emergency 9-1-1 technology is updated/upgraded every 5 years consistent with the City of Bentonville's technology needs. 2025 marks the renewal mark for this equipment, which was previously updated in 2020. In anticipation of this, our 2025 budget includes \$120,000.00 (account 102010-43410) and any additional expenses that may be needed outside of this contract. These funds include an additional console position within the dispatch center that will be implemented in 2025, giving the center six 9-1-1 consoles with equipment.



# MEMORANDUM

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## PURCHASING OFFICE

**TO:** ADMINISTRATION

**FROM:** Kelsi Frederick, Purchasing Manager

**DATE:** November 12, 2024

**SUBJECT:** AT&T for 9-1-1 Equipment

---

The Purchasing Department is requesting the City Council approve an ordinance waiving the competitive bidding requirement and authorize a five-year contract with AT&T for E9-1-1 equipment, upgrades, and an additional 9-1-1 console.

The City relies on E9-1-1 systems to provide critical emergency response services to our residents. Benton County currently holds the contract for this equipment with AT&T, making it impractical for the City to pursue competitive bidding on these essential upgrades and additions. Engaging in a separate bidding process would risk compatibility issues and service continuity for our emergency response infrastructure.

The Purchasing Department has determined it to not be feasible or practical under Arkansas Statute §14-58-104. Purchasing recommends that City Council approve the ordinance waiving competitive bidding and authorize the City to enter into the five-year contract with AT&T, leveraging Benton County's existing contract framework.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

[kfrederick@bentonvillear.com](mailto:kfrederick@bentonvillear.com)



## **Benton County, AR.**

Robert McGowen  
215 E. Central Avenue  
Bentonville, AR. 72712  
[www.BentonCountyAr.gov](http://www.BentonCountyAr.gov)

---

August 14, 2020

To Whom it May Concern:

Benton County 911 Administration signed a contract with ATT to upgrade the 911 system county wide. The county signed the contract because with the purchase of 24 positions we were able to reduce the cost from \$80,000.00 per position to \$69,000.00 per position.

911 Administration has previously paid for all of the upgrades to 911 equipment across the county. Because of the loss of revenue due to the reduction in the number of landlines, 911 Administration is not able to pay for the entire cost of the upgrade. 911 Administration is paying half of the total cost upfront and request that each entity with 911 equipment pay the additional cost over a five-year period. ATT will bill each entity separately at the cost of \$575.00 per 911 position, plus tax.

If you have any questions please don't hesitate to contact me at 479-271-1004.

Regards,

  
Robert McGowen, MS, CEM  
Administrator of Public Safety



**AT&T NG9-1-1 PSAP Solutions  
CPE Hosted NG9-1-1 Service Pricing Schedule**

AT&T MA Reference Number: \_\_\_\_\_  
AT&T Pricing Schedule Number: \_\_\_\_\_

|                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Customer ("Customer")</b>                                                                                                                                                                                                                             | <b>AT&amp;T ("AT&amp;T")</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Bentonville PD, AR                                                                                                                                                                                                                                       | AT&T Enterprises, LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Customer Contact (for notices)</b>                                                                                                                                                                                                                    | <b>AT&amp;T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Sales Contact</b>                                                                                                                                                                                                                                                                                                                                                                 |
| Name: Stephanie Orman<br>Title: Mayor<br>Street Address: 908 SE 14 <sup>th</sup> St.<br>City: Bentonville<br>State/Province: AR<br>Zip Code: 72711<br>Country: USA<br>Telephone: 479-531-7223<br>Fax:<br>Email: Ronya.marveggio@bentonville.arkansas.gov | Name: Justin L. Vaughn<br>Street Address: 612 E Walnut<br>City: Belton State/Province: MO<br>Zip Code: 64012 Country: USA<br>Telephone: 816-808-7264 Fax:<br>Email: jv6080@att.com<br>Sales/Branch Manager: Dustin Alexander<br>SCVP Name: Jean-Claude Rizk<br>Sales Strata: Sales Region:<br><u>With a copy to:</u><br>AT&T Enterprises L.L.C<br>208 S. Akard Street<br>Dallas, Texas 75202<br>ATTN: Master Agreement Support Team<br>Email: <a href="mailto:mast@att.com">mast@att.com</a> |
| <b>AT&amp;T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact</b>                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Name: _____ Company Name: _____<br>Agent Street Address: _____ City: _____ State: _____ Zip Code: _____<br>Telephone: _____ Fax: _____ Email: _____ Agent Code: _____                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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

This Pricing Schedule consists of this Pricing Schedule and any Attachments hereto (e.g., Statement of Work ("SOW"); Scope of Work ("SCOW"); Inventory Schedule and Payment Terms; Bill of Material; Project Implementation Guide; Implementation Timeline; or Certificate of Acceptance) that currently, or may in the future, reference this Pricing Schedule. In the event of a conflict between this Pricing Schedule and any Attachments hereto, this Pricing Schedule shall take precedence.

|                                                 |                                                 |
|-------------------------------------------------|-------------------------------------------------|
| <b>CUSTOMER</b>                                 | <b>AT&amp;T</b>                                 |
| By: _____<br>(by its authorized representative) | By: _____<br>(by its authorized representative) |
| (Typed or Printed Name)                         | (Typed or Printed Name)                         |
| (Title)                                         | (Title)                                         |
| (Date)                                          | (Date)                                          |



**AT&T NG9-1-1 PSAP Solutions**  
**CPE Hosted NG9-1-1 Service Pricing Schedule**

**SERVICE:** An enhanced 9-1-1 ("E 9-1-1") Service provisioned by AT&T that utilizes AT&T Premises to house certain E 9-1-1 Call Handling Equipment for purposes of receiving and transporting E 9-1-1 calls from within a predetermined service area to authorized Public Safety Answering Points (PSAPs) identified by Customer. As part of the Service, AT&T will install Customer End User Equipment identified in the Statement of Work at Customer PSAP Sites; will train Customer's employees on the use of the Customer End User Equipment; and will test the Customer End User Equipment and verify that it is operating as designed. AT&T will also provision the necessary network elements (set forth below) required to deliver E 9-1-1 calls to the Customer PSAP Sites. AT&T will be responsible for the maintenance of the Equipment necessary to provision the Service, as more fully described in the Statement of Work.

**SERVICE PROVIDER:** AT&T Enterprises, LLC.

**TERM:** The Pricing Schedule Term shall begin on Cutover and continue to the latter of: (a) 10 years from Cutover; or (b) until such time as no Service Components are provided to Customer under this Pricing Schedule.

**SERVICE COMPONENTS AND PRICING:** The following prices shall apply to the various Service Components offered as part of the Service. Any Service Components that are offered under an AT&T Tariff or Guidebook are offered under the terms and conditions set forth therein unless modified in this Pricing Schedule.

**Network Transport Components:** The 9-1-1 tariff prices apply to trunking between AT&T Premises and the Customer PSAP Sites.

**9-1-1 Database Components:** Customer will provide Enhanced 9-1-1 utilizing AT&T's Tandem/Selective Router and utilizing the Automatic Number Identification system and the Automatic Location identification system. The charges and terms and conditions for these features are listed in the AT&T Tariff or Guidebook, as may be modified from time to time.

**Other Components:** Customer will also order the following Service Components on terms and conditions set forth in the applicable AT&T Tariff or Guidebook.

- I. AT&T Bandwidth Services provided under an "AT&T Integrated Data Services Pricing Schedule"
- II. AT&T VPN Service provided under an "AT&T VPN Pricing Schedule"
- III. AT&T Managed Internet Service provided under an "AT&T Managed Internet Service Pricing Schedule"
- IV. AT&T Managed Router Solution provided under an "AT&T Managed Router Solution Pricing Schedule"
- V. Point-to-point DS-1 Service provided under an "ILEC Intrastate Services Pricing Schedule Pursuant to Custom Terms"

**Equipment and Maintenance:** The rates and charges for Equipment (consisting of Customer End User Equipment and Call Handling Equipment) and maintenance of the Equipment are as follows:

| Site Name       | Address | City | State | Quantity of Positions | Non-Recurring Costs | Monthly Recurring Costs |
|-----------------|---------|------|-------|-----------------------|---------------------|-------------------------|
| Bentonville, AR |         |      |       | 6                     | \$ 0.00             | \$ 6,850.00             |
|                 |         |      |       |                       | \$                  | \$                      |
|                 |         |      |       |                       | \$                  | \$                      |
|                 |         |      |       |                       | \$                  | \$                      |
|                 |         |      |       |                       | \$                  | \$                      |
|                 |         |      |       |                       | \$                  | \$                      |
|                 |         |      |       |                       | \$                  | \$                      |
|                 |         |      |       |                       | \$                  | \$                      |
| Total Charges   |         |      |       |                       | \$                  | \$                      |

**Payment Terms:**

- (1) Charges for Host Locations not due until Hosts are installed and accepted and first PSAP is on-line and accepted.
- (2) PSAP Location: Charges Per Position not due until PSAP installed and accepted:

Service Plan Payment Terms: ☐ Monthly Payments ☐ Annual Payments ☐ Financing: (Name of Leasing Company)  
Monthly Price: \$ \_\_\_\_\_ Annual Price: \$ \_\_\_\_\_





AT&T NG9-1-1 PSAP Solutions  
CPE Hosted NG9-1-1 Service Pricing Schedule

**ADDITIONAL TERMS AND CONDITIONS**

**1. Definitions**

**"AT&T E9-1-1 Hosted Service"** means the Service as described above, provided on the terms and conditions set forth herein.

**"AT&T Premises"** means an AT&T owned or operated facility specified in an Order where E9-1-1 Call Handling Equipment will be installed, and certain elements of the Service are performed.

**"Call Handling Equipment"** means the equipment and Licensed Software that AT&T will acquire and install at AT&T Premise(s) for purpose of providing the Services to be provisioned under this Pricing Schedule.

**"Customer Premises"** means Customer's facility or location specified in an Order where the Equipment will be installed, or Services performed. Customer Premises will be deemed Site(s) for purposes of the Agreement.

**"Cutover"** means (i) for a Service, when the Service is first provisioned or made available to Customer's use at any Site; and/or (ii) for Equipment, when it is delivered to a carrier for shipment, or if AT&T provides installation as part of the Services, then upon AT&T's installation of the Equipment and acceptance by Customer.

**"Customer End User Equipment"** means the equipment and Licensed Software that AT&T licenses or leases, as applicable, to Customer or for which AT&T provides Services as provided hereunder that is installed at a Site. Ownership of, and title to, Customer End User Equipment shall at all times remain with AT&T. Upon termination of this Pricing Schedule, AT&T shall have the right to re-possess the Customer End User Equipment at a mutually agreeable date and time.

**"Equipment"** unless otherwise defined, means Customer End User Equipment and Call Handling Equipment.

**"Order"** means any purchase order issued by Customer for Equipment or Services that references this Pricing Schedule, is signed by Customer's authorized representative, and is accepted by AT&T. Orders will be deemed Attachments to this Pricing Schedule once accepted by AT&T.

**"PSAP"** means a Public Safety Answering Point. The location of a PSAP will be deemed a Site for purposes of the Agreement.

**"Statement of Work"** or **"SOW"** means the attached statement(s) of work and/or other ordering documents that describe materials and Services to be provided pursuant to this Pricing Schedule. On occasion, SOWs may be entitled Statement of Work (SOW), Scope of Work (SCOW) or Pre-Installation Guide (PIG).

**2. Scope**

AT&T will procure the Equipment and provision the Service as specified in this Pricing Schedule and any attachments hereto.

**3. Customer End User Equipment; Delivery and Installation by AT&T**

AT&T will deliver the Customer End User Equipment FOB origin, prepaid and add. Title to the Customer End User Equipment and all risk of loss to the Customer End User Equipment shall pass to Customer at the time of delivery to the carrier for shipment. Origin is defined as the manufacturer's site when the Customer End User Equipment is shipped

directly to Customer Site and as AT&T's staging facility when AT&T performs staging on the Customer End User Equipment before delivery to Customer. Customer acknowledges and agrees that AT&T's ability to provide Customer End User Equipment during the term of this Pricing Schedule is contingent upon the supply and delivery schedules of the Customer End User Equipment manufacturer(s). AT&T shall have no liability for delays in any delivery schedule. Customer End User Equipment is described in the SOW attached hereto.

**4. AT&T Call Handling Equipment**

AT&T shall have no liability for delays in any delivery schedule pertaining to AT&T Call Handling Equipment. AT&T is solely responsible for the installation of AT&T Call Handling Equipment on AT&T Premises.

**5. Customer Responsibilities for Installation Services at Customer Premise(s)**

AT&T's obligations under this Pricing Schedule and the timely fulfillment thereof, are contingent upon timely receipt from Customer of all reasonably necessary assistance and cooperation in all matters relating to this Pricing Schedule, including reasonable access to relevant personnel, records, information, and facilities. Customer shall provide AT&T, in a timely fashion, with all information reasonably required for the performance of the Services by AT&T. Customer represents that all information presently known to be necessary to AT&T's understanding of the Services to be performed have been disclosed or provided to AT&T and Customer will keep AT&T timely informed of any new information which may be necessary to AT&T's understanding of the Services to be performed. Customer shall provide AT&T with reasonable access to the premises necessary for the performance of the Services required under this Pricing Schedule as more fully described in Section 3.1 of the Master Agreement. In the event of Customer's failure to perform its responsibilities hereunder, AT&T may, at AT&T's option, assume or fulfill any and/or all of Customer's responsibilities, directly or through contract with third parties. In such instance, it shall be considered an increase in the scope of the Services. AT&T may charge Customer all charges incurred by AT&T due to Customer's failure to timely fulfill its obligations under this Section.

Notwithstanding any other part of this Pricing Schedule: (a) AT&T shall have the right to suspend performance or to pursue any other remedies provided for under the Agreement where Customer delays or fails to comply with this provision; and (b) where any of the measures described above are unreasonably expensive, Customer may request that AT&T suspend its performance until such time as an alternative remedy or course of performance is secured or agreed upon; provided, however, that AT&T may terminate this Pricing Schedule or an Order where any such suspension lasts longer than thirty (30) days.

**6. Invoicing and Payment Terms**

Invoices for all Customer End User Equipment and AT&T Call Handling Equipment will be issued upon Customer's Acceptance of the Services and Customer End User Equipment, as defined in Section 7 hereof, on a PSAP-by-PSAP basis. Invoices for maintenance Services will be issued pursuant to the terms of the Master Agreement.



**AT&T NG9-1-1 PSAP Solutions  
CPE Hosted NG9-1-1 Service Pricing Schedule**

**7. Initial Acceptance of Services and Customer End User Equipment**

On a PSAP-by-PSAP basis, Customer shall have a designated staff member on-site at the initial completion of Services and installation of the Customer End User Equipment to sign the acceptance document, acknowledging the Services were performed in accordance with the SOW and are complete as to each PSAP. If any installation Services are incomplete or nonconforming at the time of initial installation, Customer must provide written notice to AT&T identifying such installation Services within ten (10) business days of notice by AT&T of completion of said Services at a PSAP, or else Customer waives remedy. Upon written notification, AT&T will then have thirty (30) business days to re-perform or complete the nonconforming installation Services. If AT&T is unable to, or fails to, correct such nonconformance in all material respects, AT&T may, as AT&T's sole liability and Customer's sole remedy, refund to Customer all amounts paid by Customer for the nonconforming portion of the installation Services.

**8. Licensed Software**

Software is provided subject to the particular licensor's standard software license that accompanies Customer End User Equipment. The standard software license is a separate agreement between Customer and the licensor. Customer's assent to the terms and conditions of this Pricing Schedule binds Customer to the terms and conditions of the licensor's standard software license, as if the terms and conditions of the licensor's standard software agreement were fully set forth in this Pricing Schedule, and Customer shall comply with the terms and conditions of the licensor's standard license and associated documentation.

**9. Limited Warranty, Limitation of Liability and Limitation of Remedy.**

**In addition to any similar protections set forth under the Master Agreement, the following provisions apply to Services and Equipment offered under this Pricing Schedule:**

**9.1 WARRANTIES.**

(a) **Equipment.** The Equipment will be provided to Customer on an "As Is" basis. (i) AT&T DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ARISING BY VIRTUE OF USAGE OF TRADE). (ii) AT&T WILL NOT HAVE ANY OBLIGATION OR BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN ANY EQUIPMENT OR ANY OF THE SERVICES. AT&T DOES NOT WARRANT THAT THE OPERATION OF EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. AT&T HAS NO WARRANTY OBLIGATION FOR EQUIPMENT THAT CUSTOMER ACQUIRES THROUGH AT&T AND EQUIPMENT THAT IS NOT MANUFACTURED BY AT&T AND THAT DOES NOT BEAR AN AT&T LOGO OR COPYRIGHT NOTICE. Customer, not AT&T, is responsible for selecting Equipment to achieve its intended results and for promptly verifying that the Equipment performs as specified by the manufacturer

or licensor.

(b) **Manufacturer's Warranty:** Notwithstanding the disclaimer set forth in the subsection (a) of this section, AT&T shall pass through to Customer any hardware warranties available from Equipment manufacturers and subsection (a) does not negate any software warranty that Customer may obtain directly from the licensor under the particular licensor's standard software license.

**9.2 WORKMANSHIP WARRANTY(a)** The provision of Services and any deliverables under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in any Attachments, including, but not limited to, any SOWs. No other warranties are provided by AT&T under this Pricing Schedule.

(b) **Further Disclaimer as to Information Provided by Customer.** The Services, as described herein and any Attachments, are based upon, among other things, information provided by CUSTOMER. IN THIS REGARD, AT&T MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO AT&T BY CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) NONE OF THE INFORMATION FURNISHED BY CUSTOMER IN CONNECTION WITH AT&T SERVICES AND/OR DELIVERABLES HAS BEEN INDEPENDENTLY VERIFIED BY AT&T AND (II) AT&T EXPRESSLY DISCLAIMS, AND WILL NOT BE SUBJECT TO, ANY LIABILITY WHICH MAY BE BASED ON SUCH INFORMATION, OR ANY ERRORS OR OMISSIONS IN SUCH INFORMATION, WHETHER OR NOT AT&T KNEW OR SHOULD HAVE KNOWN OF ANY SUCH ERRORS OR OMISSIONS, OR WAS RESPONSIBLE FOR OR PARTICIPATED IN THEIR INCLUSION IN OR OMISSION FROM THE SERVICES AND/OR DELIVERABLES. If AT&T does become aware of any errors or omissions in information are made or provided by Customer, AT&T will promptly notify Customer, in writing, of such errors and omissions.

**10. Storage of Equipment**

AT&T and/or its designated subcontractors may store a reasonable amount of Equipment, materials, tools, and other items necessary for the performance of the Services on a Site or in such other secure location(s) as Customer may designate, at no charge. Customer will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to Customer's Site when AT&T personnel are not available to accept delivery and place or direct the placement of such items on the Site or other secure location(s). In the event Customer accepts delivery of any items under this Pricing Schedule, Customer will promptly notify AT&T of the delivery and location of the items delivered.

**11. Amendments; Termination**

Customer will be charged for any additions, deletions, or changes ("Change") in the Equipment and/or Services. If Customer desires a Change, Customer will notify AT&T by written request, and AT&T will provide Customer a revised Bill of Materials and/or Statement of Work reflecting the Equipment, Service and price changes shipping dates,



**AT&T NG9-1-1 PSAP Solutions**  
**CPE Hosted NG9-1-1 Service Pricing Schedule**

Cutover dates, and other terms. Any increase or decrease in the price occasioned by a Change will be added to/subtracted from the amount of Customer's invoice. After the Effective Date of this Pricing Schedule, any changes to an Order or SOW requested by Customer will be processed as a "Change Order". If AT&T does not receive the executed change documents within 30 (thirty) days, no changes will be made to the original document. This Pricing Schedule may be amended or modified only by written instrument signed by an authorized representative of each party.

If Customer changes the work schedule in a SOW or if compliance with such schedule becomes impractical, due to no fault of AT&T, AT&T reserves the right to reevaluate and amend the pricing for Equipment and Services or to submit change notice for any additional costs incurred as a consequence of such changes.

Either party may terminate this Agreement in whole or in part by giving the other party at least thirty (30) days' prior written notice. Either Party may terminate an Order or Change Order by giving the other Party written notice prior to Cutover. In the event Customer terminates an Order or Change Order: (i) prior to the date of delivery of any Equipment, Customer shall pay as a cancellation fee, and not as a penalty, an amount equal to twenty percent (20%) of the total purchase price of the Equipment cancelled (and once Equipment is delivered to Customer, the relevant Order(s) may not be cancelled); and (ii) Customer shall be liable for an amount equal to fifty percent (50%) of the fees for Services for the remaining term of this Pricing Schedule (or any applicable Order) plus any non-recoverable costs including, but not limited to, amounts incurred by AT&T in connection with the provisioning of cancelled Equipment and Services. Upon termination, Customer agrees to pay all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any costs or expenses (including restocking fees) incurred by AT&T in connection with the performance of the Order. In the event the Customer terminates an Order or Change Order prior to Cutover, the Customer shall be liable for all expenses incurred by AT&T under that Order or Change. Upon termination, Customer agrees to pay AT&T all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any nonrecoverable restocking fees or other costs incurred by AT&T. Such payment will constitute a full and complete discharge of Customer's payment obligations. Termination will also constitute a full and complete discharge of AT&T's obligations. Any Order in progress or requested prior to the termination of this Pricing Schedule will be completed and Customer agree to pay AT&T for the Services performed and/or any Equipment delivered or installed under the Order.

Customer will only be liable for the charges incurred in connection with termination as described in this Section 11. Customer shall not be responsible for any other termination charges specified in the Master Agreement.

## **12. Termination of Purchase Order; Suspension of Service**

Except as otherwise expressly provided in this Pricing Schedule, Order(s) may not be terminated, suspended or canceled unless: a) the other party is in material breach of or default under such Order, and such breach or default continues for a period of thirty (30) days after the

giving of written notice by the party not in breach or default; or b) any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Order or this Agreement.

## **13. General Provisions**

AT&T is entitled to increased compensation and/or time for completion where AT&T encounters concealed physical conditions which differ materially from those indicated in any documents provided under this Agreement or otherwise represented by Customer, or latent physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in the installation and/or maintenance activities contemplated by this Pricing Schedule, where such conditions would materially interfere with, delay or increase cost of performance under this Pricing Schedule.

All intellectual property in all Services and Equipment shall be the sole and exclusive property of AT&T or its suppliers.

### **Attachments:**

- |                                                 |                          |
|-------------------------------------------------|--------------------------|
| 1. Statements of Work e.g. SOW, SCOW, PIG       | <input type="checkbox"/> |
| 2. Bill of Materials for Equipment and Services | <input type="checkbox"/> |
| 3. Invoicing Schedule and Payment Terms         | <input type="checkbox"/> |
| 4. Implementation Timeline                      | <input type="checkbox"/> |
| 5. Certificate of Acceptance                    | <input type="checkbox"/> |
| 6. Other: [       ]                             | <input type="checkbox"/> |

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR 911 EQUIPMENT;  
AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH  
AT&T; IN THE TOTAL AMOUNT OF ONE HUNDRED TWENTY THOUSAND DOLLARS  
(120,000.00); PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Bentonville Police Department request to enter into a five-year contract with AT&T for E911 equipment, upgrades, and additional equipment;

**WHEREAS**, due to Benton County owning the contract for this equipment with AT&T, it is neither practical or feasible to solicit competitive bids; and

**WHEREAS**, this is budgeted item.

**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 an agreement with AT&T, for the purchase of 911 equipment, in a total amount of one hundred twenty thousand dollars (\$120,000.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of 911 equipment;

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

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

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**ATTEST:**

\_\_\_\_\_  
**MALORIE MARRS, City Clerk**



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                                      |                           |             |
|------------------------------|--------------------------------------|---------------------------|-------------|
| <b>Council Meeting Date:</b> | 11/12/2024                           | <b>Submitted By:</b>      | Ray Shastid |
| <b>Phone:</b>                | 479-271-3170                         | <b>For Department(s):</b> | Police      |
| <b>Email:</b>                | ray.shastid@bentonville.arkansas.gov |                           |             |

#### Item Type (Check all that apply)

|                                               |                                                       |                                                             |                                                      |
|-----------------------------------------------|-------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Informational        | <input type="checkbox"/> Bid Award                    | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order                |
| <input type="checkbox"/> Recognizing Funds    | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid                      | <input checked="" type="checkbox"/> Emergency Clause |
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution                   | <input type="checkbox"/> Informational                      |                                                      |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Ordinance Waiving Competitive Bidding for Storm Damage Repairs to Public Safety Radio System                                                                                                                                                                                                                |
| <b>Action Recommendation &amp; Justification:</b>        | Ordinance waiving competitive bidding authorizing payment to RACOM in the amount of \$81,777.95 to cover additional expenses for the public safety radio system caused from storm damage on May 26, 2024. Note: this amount has been submitted under FEMA for reimbursement. A budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | A budget adjustment in the amount of \$81,777.95 from general fund reserves to building/ground maintenance (102010-44430) to cover additional expenses for the public safety radio system caused from storm damage on May 26, 2024.<br>Attachments:<br>Memo and Invoice                                     |
| <b>Amount for Approval:</b>                              | \$ 81,777.95                                                                                                                                                                                                                                                                                                |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

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

|                             |                             |              |         |
|-----------------------------|-----------------------------|--------------|---------|
| 102010-44430                | building/ground maintenance | \$ 81,777.95 | \$      |
| Account Number (ORG-OBJECT) | Account Description         | Expense      | Revenue |
|                             |                             | \$           | \$      |
| Account Number (ORG-OBJECT) | Account Description         | Expense      | Revenue |
|                             |                             | \$           | \$      |
| Account Number (ORG-OBJECT) | Account Description         | Expense      | Revenue |
|                             |                             | \$           | \$      |
| Account Number (ORG-OBJECT) | Account Description         | Expense      | Revenue |

#### Fund(s) Impacted

(check all that apply)

☒ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Page 23 of 284





# MEMORANDUM

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PURCHASING OFFICE

**TO:** ADMINISTRATION

**FROM:** Kelsi Frederick, Purchasing Manager

**DATE:** November 12, 2024

**SUBJECT:** Storm Damage Repairs to Public Safety Radio System

---

The purpose of this memo is to provide background and request approval for an ordinance waiving competitive bidding requirements and authorizing payment to RACOM in the amount of \$81,777.95. This payment will cover additional expenses incurred due to repairs made to the public safety radio system following significant storm damage sustained on May 26, 2024.

The damage to the radio system has impacted critical public safety communications, and immediate repair was essential to restore service. RACOM, the provider of our radio system, responded quickly and completed necessary repairs.

Please note that this expense has been submitted to FEMA for reimbursement. The City anticipates partial or full recovery of these funds, pending FEMA's processing and approval.

The Purchasing Department recommends the City Council approve the waiver of the bidding process and authorize payment with to RACOM for the repairs to the Public Safety Radio System.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

[kfrederick@bentonvillear.com](mailto:kfrederick@bentonvillear.com)



RACOM CORPORATION  
201 West State Street  
Marshalltown IA 50158  
United States  
[www.racom.net](http://www.racom.net)

# INVOICE

RACOM CORPORATION  
201 West State Street  
Marshalltown IA 50158  
United States  
Tax ID: Duns#: 040608036  
[www.racom.net](http://www.racom.net)

**DATE:**  
8/22/2024

**INVOICE #:**  
INV21480

**BILL TO:**

Attn: Purchasing Dept  
Bentonville, Ar  
1000 SW 14th Street  
2nd Floor  
Bentonville AR 72712  
United States

**SHIP TO:**

Attn: Purchasing Dept  
Bentonville, Ar  
1000 SW 14th Street  
2nd Floor  
Bentonville AR 72712  
United States

## REMITTANCE INFORMATION

**PAYMENT BY ACH/WIRE**

**Bank Name:** California Bank & Trust  
**Checking Account#** 5802148493  
**ACH Routing#** 122232109  
**Wire Routing#** 121002042  
**Email Remittance Advice to:** [ar@racom.net](mailto:ar@racom.net)

**CONTACT INFORMATION**

**Accounts Receivable Dept.** [ar@racom.net](mailto:ar@racom.net)  
**Customer Success Team** [orders@racom.net](mailto:orders@racom.net)  
**Main Office** (p) 641-752-5820  
(f) 641-752-0674

| SALES REP         | PO # | SHIPPING METHOD | DUE DATE  | TERMS  | TRACKING # |
|-------------------|------|-----------------|-----------|--------|------------|
| Timothy Romanelli |      |                 | 9/21/2024 | Net 30 |            |

| ITEM       | DESCRIPTION                  | TAX RATE | QTY Ordered | QTY Billed | Unit Price  | Extended Price |
|------------|------------------------------|----------|-------------|------------|-------------|----------------|
| Labor-PM_C | Labor Time (ST and OT Rates) | 9.5%     |             | 130        | \$199.48    | \$25,932.37    |
| Travel     | Travel Expenses              | 9.5%     |             | 1          | \$2,669.67  | \$2,669.67     |
| Auto       | Truck, Trailer & Mileage     | 9.5%     |             | 1          | \$2,512.00  | \$2,512.00     |
| Services   | Tower MRL                    | 9.5%     |             | 1          | \$37,674.00 | \$37,674.00    |



RACOM CORPORATION  
201 West State Street  
Marshalltown IA 50158  
United States  
[www.racom.net](http://www.racom.net)

# INVOICE

| ITEM          | DESCRIPTION                    | TAX RATE | QTY Ordered | QTY Billed | Unit Price | Extended Price |
|---------------|--------------------------------|----------|-------------|------------|------------|----------------|
| Misc-Material | Generator Emergency Oil Change | 9.5%     |             | 1          | \$1,300.00 | \$1,300.00     |
| Services      | Ka-Comm (OT Cutover)           | 9.5%     |             | 1          | \$4,595.02 | \$4,595.02     |

**Customer Note:**

|                    |             |
|--------------------|-------------|
| <b>SUBTOTAL</b>    | \$74,683.06 |
| <b>TAX TOTAL</b>   | \$7,094.89  |
| <b>TOTAL</b>       | \$81,777.95 |
| <b>AMOUNT PAID</b> | \$0.00      |
| <b>AMOUNT DUE</b>  | \$81,777.95 |



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADJUSTING THE 2024 BUDGET; AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH RACOM; FOR STORM DAMAGE REPAIR TO PUBLIC SAFETY RADIO SYSTEM, IN THE AMOUNT OF EIGHTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND NINETY-FIVE CENTS (\$81,777.95) FROM GENERAL FUND BALANCE TO ACCOUNT #102010-44430 – BUILDING/GROUND MAINTENANCE; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Bentonville Police Department is requesting a waiver of bid authorizing payment, to RACOM, for the public safety radio system caused from storm damage on May 26, 2024;

**WHEREAS**, this amount has been submitted under FEMA for reimbursement; and

**WHEREAS**, a budget adjustment will be needed to cover additional expenses.

**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 RACOM for storm damage repair to Public Safety Radio System, in the total amount of eighty-one thousand seven hundred seventy-seven dollars and ninety-five cents (\$81,777.95);

Section 2: Because of the immediate need to repair storm damage to the Public Safety Radio System, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3: The 2024 Budget is amended to appropriate eighty-one thousand seven hundred seventy-seven dollars and ninety-five cents (\$81,777.95) from General Fund Balance to Account #102010-44430 – Building/Ground Maintenance;

Section 4 - Emergency Clause: The need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 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 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:**

**ATTEST:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

\_\_\_\_\_  
**MALORIE MARRS, City Clerk**



# City of Bentonville, Arkansas Agenda Item Form

## Item Details

|                              |                             |                           |                |
|------------------------------|-----------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 11/12/2024                  | <b>Submitted By:</b>      | Tracy Billings |
| <b>Phone:</b>                | 479-696-0229                | <b>For Department(s):</b> | Transportation |
| <b>Email:</b>                | tbillings@bentonvillear.com |                           |                |

## Item Type (Check all that apply)

|                                               |                                            |                                                  |                                           |
|-----------------------------------------------|--------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational        | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds    | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           |                                           |

## Title, Recommendation & Justification

|                                                          |                                                                                                                                                           |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Public Hearing and Ordinance Vacating Utility Easement (VAC24-0010)                                                                                       |
| <b>Action Recommendation &amp; Justification:</b>        | Public Hearing and approval of Ordinance vacating Utility Easement located at Lot 16 of Loesche Subdivision (VAC24-0010). No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                           |

|                             |      |
|-----------------------------|------|
| <b>Amount for Approval:</b> | \$ 0 |
|-----------------------------|------|

## 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 |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

## Fund(s) Impacted

(check all that apply)

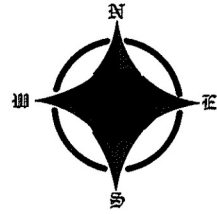
☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

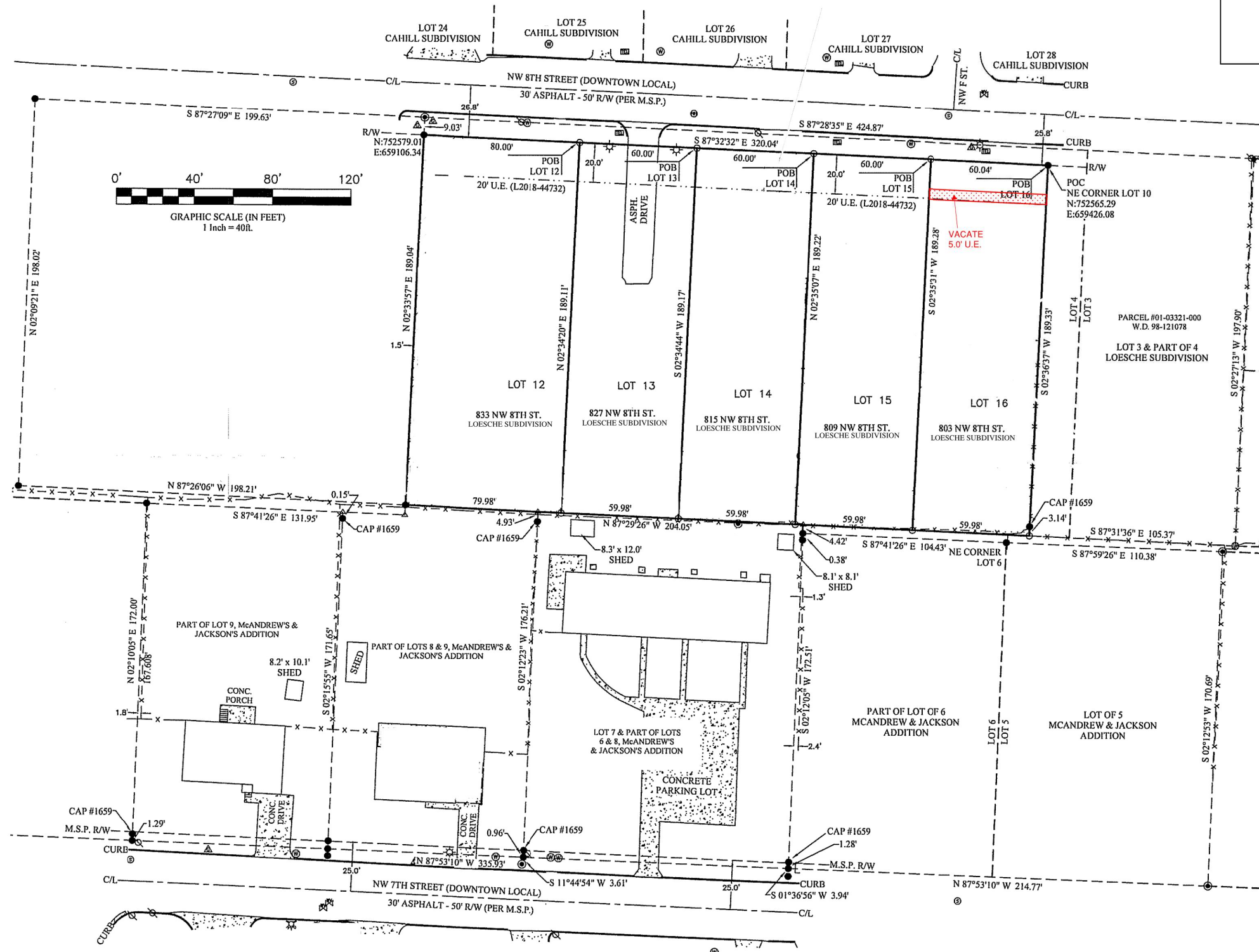
305 SW A Street Bentonville, AR 72712



# UTILITY EASEMENT VACATION 803 NW 8TH ST

## LEGEND

 EASEMENT VACATION



RECORDING NUMBER/DATE

ORDINANCE NO \_\_\_\_\_

**AN ORDINANCE VACATING UTILITY EASEMENT LOCATED AT LOT 16 OF  
LOESCHE SUBDIVISION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON  
COUNTY ARKANSAS (VAC24-0010).**

**WHEREAS,** a petition was filed with the City Council of the City of Bentonville, Arkansas, by Steve Domahidy asking the City Council to vacate 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 LOT 16 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 15.00' FROM AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 16 AND RUNNING THENCE S02°36'37"W 5.00', THENCE N87°32'32"W 60.04', THENCE N02°36'37"E 5.00', THENCE S88°32'32"E TO THE POINT OF BEGINNING, CONTAINING 0.0069 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 utility easement designated as follows:

**A PORTION OF AN EXISTING UTILITY EASEMENT LOCATED ON A PART OF LOT 16 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 15.00' FROM AN EXISTING REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 16 AND RUNNING THENCE S02°36'37"W 5.00', THENCE**

**N87°32'32"W 60.04', THENCE N02°36'37"E 5.00', THENCE S88°32'32"E TO THE  
POINT OF BEGINNING, CONTAINING 0.0069 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

|                              |                             |                           |                |
|------------------------------|-----------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 11/12/2024                  | <b>Submitted By:</b>      | Tracy Billings |
| <b>Phone:</b>                | 479-696-0229                | <b>For Department(s):</b> | Transportation |
| <b>Email:</b>                | tbillings@bentonvillear.com |                           |                |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                        |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Setting a Public Hearing for Street Right of Way Vacations (VAC24-0011)                                                                                                     |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution to set a Public Hearing for November 26, 2024 for Street Right of Way Vacations located at Wal-Mart Campus Subdivision, Lot 2 (VAC24-0011). No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | Resolution and GIS Vicinity Map attached.                                                                                                                                              |
| <b>Amount for Approval:</b>                              | \$ 0                                                                                                                                                                                   |

#### 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 |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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**VAC24-0011**

**SE J ST**



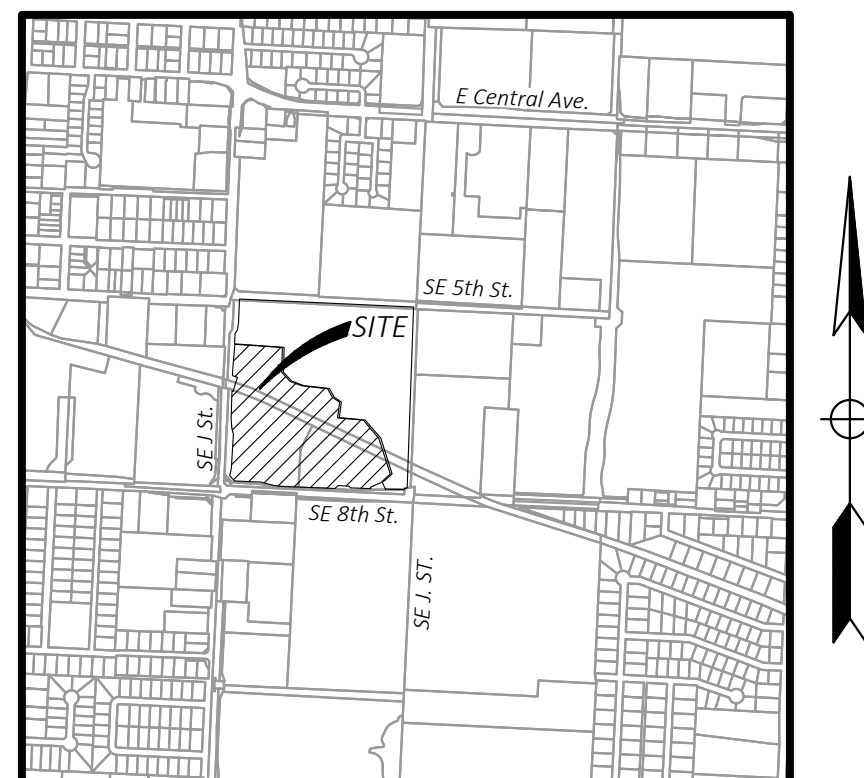
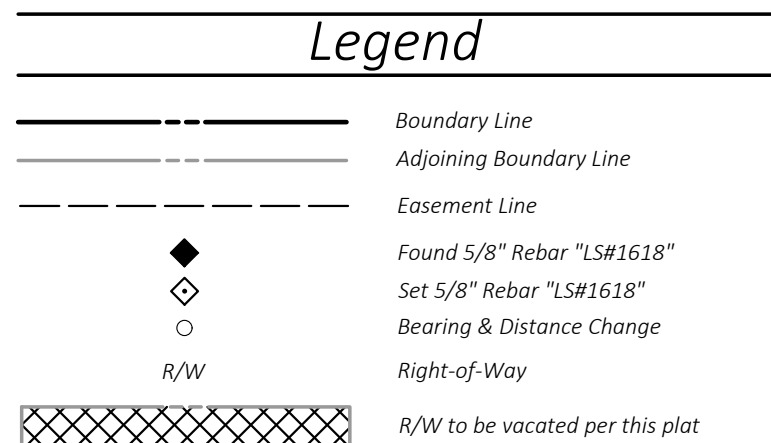
**SE 8TH ST**



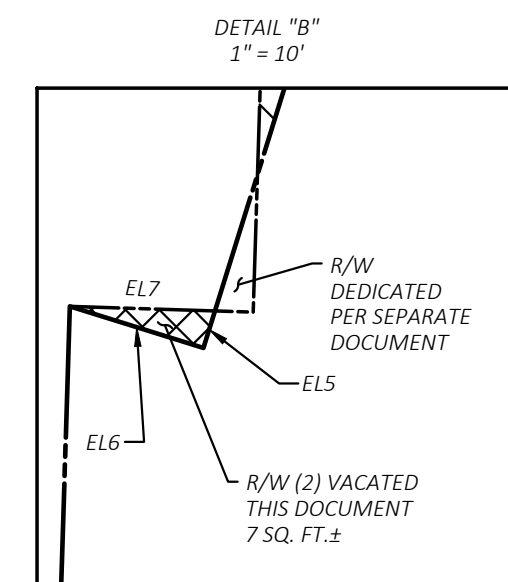
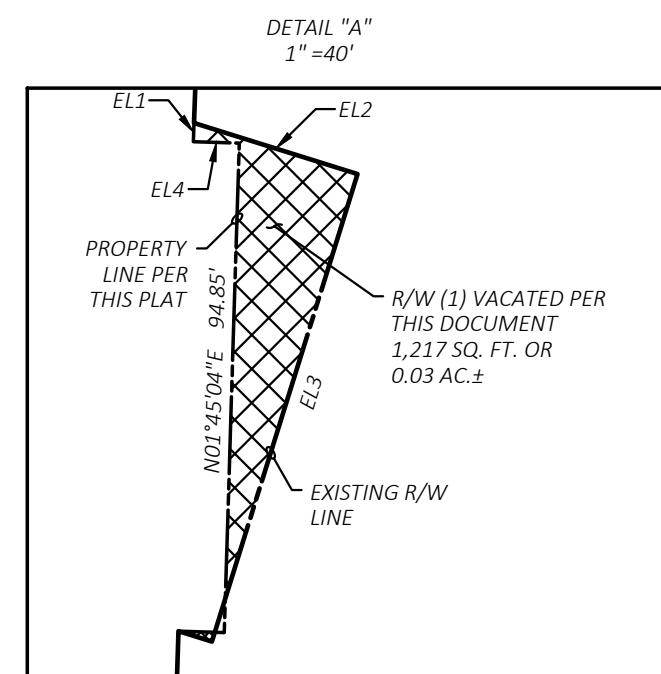
**VAC24-0011**  
**Proposed ROW Vacation**  
**WMC Welcome Center/Hotel ROW Vacation**



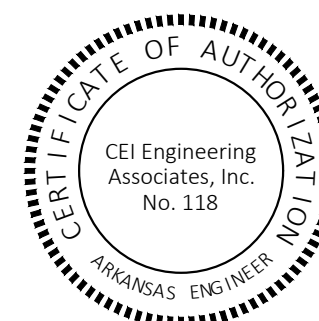
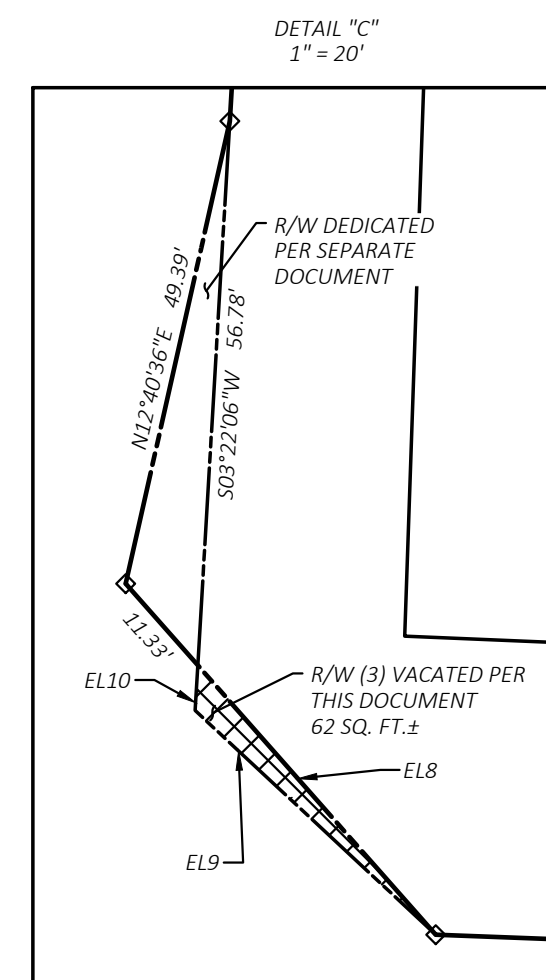




NOT TO SCALE  
Latitude: 36°21'54"N  
Longitude: 94°11'42"W



| Easement Line Table |             |          |
|---------------------|-------------|----------|
| LINE                | BEARING     | DISTANCE |
| EL1                 | N01°50'13"E | 3.89'    |
| EL2                 | S72°41'13"E | 35.69'   |
| EL3                 | S17°18'47"W | 92.56'   |
| EL4                 | N88°15'54"W | 9.56'    |
| EL5                 | S17°18'47"W | 2.02'    |
| EL6                 | N72°41'19"W | 7.29'    |
| EL7                 | S88°10'33"E | 7.57'    |
| EL8                 | N41°23'20"W | 37.41'   |
| EL9                 | S46°57'34"E | 34.22'   |
| EL10                | S03°22'06"W | 4.72'    |



CEI ENGINEERING ASSOCIATES, INC.  
3108 SW REGENCY PKWY  
BENTONVILLE, AR 72712  
PHONE: (479) 273-9472  
FAX: (479) 273-0844  
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100  
DALLAS, TX 75234  
PHONE: (972) 488-3737  
FAX: (972) 488-6732

R/W Vacation Exhibit  
Walmart Campus  
1301 SE 8TH St  
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               | WAP      |
| FIELD WORK             | CSS      |
| CEI PROJECT NUMBER     | 31470    |
| DATE                   | 8/6/2024 |
| REVISION               | REV - 0  |

Exhibit "B"

SHEET TITLE  
SHEET NUMBER

1 OF 1

Page 34 of 284

**RESOLUTION NO. \_\_\_\_\_**

**IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:**

**WHEREAS**, a petition was duly filed with the City Council of Bentonville, Arkansas by NORTH ARKANSAS WHOLESALE CO, INC. requesting right of way easement vacations (VAC24-0011) within the City of Bentonville, Arkansas be vacated, which said right of way easements is described as follows:

**R/W Vacation Description 1**

A part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 32, Township 20 North, Range 30 West also being a part of the Right-of-way of SE J Street per Plat Book 2011, Page 509 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

**COMMENCING** at a 5/8-inch rebar with cap LS1618 found at the Southwest Corner of Lot 2, Wal-Mart Campus Subdivision, Phase 3 per Plat Instrument #L202361008;

**THENCE** along the East Right-of-way SE J Street, South 04°44'46" West, 174.40 feet to a 5/8-inch rebar with cap LS1618;

**THENCE** continuing along said Right-of-way, South 02°11'23" West, 43.10 feet to the **POINT OF BEGINNING**;

**THENCE** along said Right-of-way, South 72°41'13" East, 35.69 feet to a 5/8-inch rebar with cap LS1618;

**THENCE** continuing along said Right-of-way, South 17°18'47" West, 92.56 feet;

**THENCE** departing said Right-of-way, North 01°45'04" East, 94.85 feet;

**THENCE** North 88°15'54" West, 9.56 feet;

**THENCE** North 01°50'13" East, 3.89 feet to the **POINT OF BEGINNING** containing 1,217 square feet or 0.03 acres, more or less.

**R/W Vacation Description 2**

A part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 32, Township 20 North, Range 30 West also being a part of the Right-of-way of SE J Street per Plat Book 2011, Page 509 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

**COMMENCING** at a 5/8-inch rebar with cap LS1618 found at the Southwest Corner of Lot 2, Wal-Mart Campus Subdivision, Phase 3 per Plat Instrument #L202361008;

**THENCE** along the East Right-of-way SE J Street the following four (4) courses:

1. South 04°44'46" West, 174.40 feet to a 5/8-inch rebar with cap LS1618;
2. South 02°11'23" West, 43.10 feet;
3. South 72°41'13" East, 35.69 feet;
4. South 17°18'47" West, 99.98 feet to the **POINT OF BEGINNING**;

**THENCE** departing said Right-of-way, South 88°10'33" East, 7.57 feet;

**THENCE** South 17°18'47" West, 2.02 feet;

**THENCE** North 72°41'19" West, 7.29 feet to the **POINT OF BEGINNING** containing 7 square feet more or less.

**R/W Vacation Description 3**

A part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 32, Township 20 North, Range 30 West also being a part of the Right-of-way of SE J Street per Plat Book 2011, Page 509 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

**COMMENCING** at a 5/8-inch rebar with cap LS1618 found at the Southwest Corner of Lot 2, Wal-Mart Campus Subdivision, Phase 3 per Plat Instrument #L202361008;

**THENCE** along the East Right-of-way SE J Street the following four (4) courses:

1. South 04°44'46" West, 174.40 feet to a 5/8-inch rebar with cap LS1618;
2. South 02°11'23" West, 43.10 feet to a 5/8-inch rebar with cap LS1618;
3. South 72°41'13" East, 35.69 feet to a 5/8-inch rebar with cap LS1618;
4. South 17°18'47" West, 102.00 feet to a 5/8-inch rebar with cap LS1618;
5. North 72°41'19" West, 7.29 feet to a 5/8-inch rebar with cap LS1618;
6. South 01°46'25" West, 192.86 feet to a 5/8-inch rebar with cap LS1618;
7. South 04°15'29" East, 60.69 feet to a 5/8-inch rebar with cap LS1618;
8. Southerly along the arc of a curve to the left 44.78 feet, having a radius of 357.85 feet, through a central angle of 07°10'11", having a chord bearing and distance of South 13°59'43" East, 44.75 feet to a 5/8-inch rebar with cap LS1618;
9. South 03°22'06" West, 238.32 feet to a 5/8-inch rebar with cap LS1618;
10. South 12°40'36" West, 49.39 feet to a 5/8-inch rebar with cap LS1618;
11. South 41°27'02" East, 11.33 feet to the **POINT OF BEGINNING**;

**THENCE** departing said Right-of-way, South 41°23'20" East, 37.41 feet to a 5/8-inch rebar with cap LS1618;

**THENCE** North 46°57'34" West, 34.22 feet to a 5/8-inch rebar with cap LS1618;

**THENCE** North 03°22'06" East, 4.72 feet to the **POINT OF BEGINNING** containing **62** square feet, more or less.

**WHEREAS**, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Bentonville, Arkansas, that the petition to close the above described right of way easement is set for a hearing November 26, 2024 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the \_\_\_\_ day of \_\_\_\_\_, 2024 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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**Malorie Marrs, City Clerk**  
**Bentonville, Arkansas**

---

**Stephanie Orman, Mayor**  
**City of Bentonville, Arkansas**



## City of Bentonville, Arkansas Agenda Item Form

### Item Details

|                              |                          |                           |             |
|------------------------------|--------------------------|---------------------------|-------------|
| <b>Council Meeting Date:</b> | 11/12/2024               | <b>Submitted By:</b>      | Dan Weese   |
| <b>Phone:</b>                | 479-254-2042             | <b>For Department(s):</b> | Engineering |
| <b>Email:</b>                | dweese@bentonvillear.com |                           |             |

### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                                  |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input checked="" type="checkbox"/> Change Order |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause        |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                                  |

### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                    |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Approving Amendment #6 with McClelland Consulting Engineers for Water Tower Road                                                                                                                                                        |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution to approve an amendment with McClelland Consulting Engineers for additional professional services. Additional services include extended time for construction observation and additional utility design. No budget adjustment required. |
| <b>Additional Comments for Consideration (Optional):</b> | This firm was selected following the City's Purchasing Policy for professional services.                                                                                                                                                           |
| <b>Amount for Approval:</b>                              | \$ 39,750.00                                                                                                                                                                                                                                       |

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

### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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Page 37 of 284

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 24<sup>th</sup>, 2015.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 6**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: June 24th, 2015
- b. Owner: City of Bentonville
- c. Engineer: McClelland Consulting Engineers, Inc
- d. Project: Water Tower Road and 8<sup>th</sup> Street Extension - Phase II

2. *Description of Modifications:*

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: shall perform or furnish the following Additional Services charged at current hourly rates:

*I. Phase II:*

- a. *Provide extended Construction Observation & Administration Services not included within Initial Contract Fee because of 8-month construction contract extension (Current revised F.C date on Contractor's Schedule shown as Feb 2025).*
- b. *Provide additional design and construction administration services associated with AT&T fiber conflict.*
- c. *Survey of new water line and sanitary sewer, and compilation of As-Builts for City review & approval.*

.....\$ 39,750.00

- d. *For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation...an amount not exceeding \$362,300.00, including reimbursables.*

5. *Agreement Summary (Reference only)*

- a. Original Agreement amount: \$ 777,500.00
- b. Net change for prior amendments: \$ 513,637.00
- c. This amendment amount: \$ 39,750.00
- d. Adjusted Agreement amount: \$ 1,330,887.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C of the original agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_, 2024.

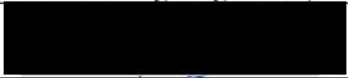
OWNER:

ENGINEER:

City of Bentonville

McClelland Consulting Engineers, Inc

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: Vice President

Date  
Signed: \_\_\_\_\_

Date Signed: 09.19.2024





8/7/2023

McCLELLAND CONSULTING ENGINEERS, INC.

**\*STANDARD HOURLY RATES**

|                                         |                      |
|-----------------------------------------|----------------------|
| <b>Chief Draftsman</b>                  | <b>\$110 - \$120</b> |
| <b>Clerical</b>                         | <b>\$45 - \$85</b>   |
| <b>Construction Observer</b>            | <b>\$75 - \$165</b>  |
| <b>Draftsman</b>                        | <b>\$70 - \$120</b>  |
| <b>Environmental Scientist/Designer</b> | <b>\$125 - \$145</b> |
| <b>Geotech Engineer</b>                 | <b>\$125 - \$200</b> |
| <b>GIS Technician</b>                   | <b>\$80 - \$140</b>  |
| <b>HR/Payroll Admin</b>                 | <b>\$75-\$115</b>    |
| <b>Landscape Architect</b>              | <b>\$95 - \$200</b>  |
| <b>Media Specialist</b>                 | <b>\$85 - \$120</b>  |
| <b>Principal</b>                        | <b>\$185 - \$275</b> |
| <b>Project Accountant</b>               | <b>\$70 - \$155</b>  |
| <b>Project Designer - Intern</b>        | <b>\$50 - \$80</b>   |
| <b>Project Designer</b>                 | <b>\$80 - \$165</b>  |
| <b>Project Engineer</b>                 | <b>\$120 - \$175</b> |
| <b>Project Manager</b>                  | <b>\$130 - \$210</b> |
| <b>Registered Land Surveyor</b>         | <b>\$100 - \$175</b> |
| <b>Soils Lab Technician</b>             | <b>\$50 - \$140</b>  |
| <b>Specification Writer</b>             | <b>\$50 - \$100</b>  |
| <b>Sr. Project Manager</b>              | <b>\$160 - \$250</b> |
| <b>Structural Engineer</b>              | <b>\$140 - \$180</b> |
| <b>Survey (2 man or Robotic) Crew</b>   | <b>\$115 - \$165</b> |
| <b>Survey (3 man) Crew</b>              | <b>\$150 - \$200</b> |
| <b>Survey Field (1 Man or Rodman)</b>   | <b>\$45 - \$120</b>  |
| <b>Survey GPS</b>                       | <b>\$75 - \$135</b>  |
| <b>Survey Technician</b>                | <b>\$65 - \$110</b>  |
| <b>Expenses</b>                         | <b>@ Cost</b>        |
| <b>Mileage</b>                          | <b>.705/mi</b>       |

*\* Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDMENT NO. 6 TO THE AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC., FOR PROFESSIONAL SERVICES FOR THE WATER TOWER ROAD AND 8<sup>TH</sup> STREET EXTENSION PROJECT, IN AN AMOUNT NOT TO EXCEED THIRTY-NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$39,750.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville previously entered into an agreement with McClelland Consulting Engineers, Inc. for design services related to the Water Tower Road and 8<sup>th</sup> Street Extension Project,

**WHEREAS**, the City request approval for Amendment No. 6, with McClelland Consulting Engineers, Inc., to provide professional services which include extended time for construction observation and additional utility design; and

**WHEREAS**, this amendment will be paid from the 2017 and 2021 Street Bond monies;

**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 Amendment No. 6 to the agreement with McClelland Consulting Engineers, Inc. for professional services for Water Tower Road and 8<sup>th</sup> Street Extension (PIIP20-0001; PIIP21-0013; MUNIS 20ST000005) in an amount of thirty-nine thousand seven hundred fifty dollars (\$39,750.00) as set forth in Amendment No. 6;

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

|                              |                          |                           |                          |
|------------------------------|--------------------------|---------------------------|--------------------------|
| <b>Council Meeting Date:</b> | 11/12/2024               | <b>Submitted By:</b>      | Dennis Birge             |
| <b>Phone:</b>                | 479-271-5964             | <b>For Department(s):</b> | Transportation - Airport |
| <b>Email:</b>                | dbirge@bentonvillear.com |                           |                          |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                                  |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input checked="" type="checkbox"/> Change Order |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause        |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                                  |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                            |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to Approve Change Order #3 with Sy-Con for VBT Hangar Access Road Project                                                                                                                                                       |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution to approve Change Order #3 to the Sy-Con Contract to include work for the Access Road construction in the amount of \$18,970.00 for the Hangar Development project. No budget adjustment is needed.                             |
| <b>Additional Comments for Consideration (Optional):</b> | Change Order No. 3 authorizes Sy-Con to complete adjustments to valves, manholes, and a fire hydrant under their current contract. This change order would cover the cost and allow the project to continue moving forward without delays. |
| <b>Amount for Approval:</b>                              | \$ 18,970.00                                                                                                                                                                                                                               |

#### 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 |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

# Memorandum



**To:** City Council, Mayor Orman

**From:** Dennis Birge, Transportation Director

**Date:** October 31, 2024

**Re:** Airport – Hangar Access Road for Hangar Development Project Sy-Con Change Order #3

---

Staff recommend a Resolution to approve change order #3 for a total of \$18,970 additional funds to the Sy-Con contract.

This project has Grant funding and City match funding. To reduce the request for City General fund to match this grant, City departments are performing some of the work to get “in-kind” credit toward the City match portion. Street Department will perform subgrade and paving work for a portion of the project, and it was anticipated that Water and Sewer would complete adjustments to valves, manholes and a fire hydrant. Water and Sewer do not have the time to dedicate man power to the project currently, so we have asked Sy-Con to add this work to their contract. This change order would cover the cost and allow the project to continue moving forward without delays. No budget adjustment required for this change order.

Thanks for your consideration and please don’t hesitate to contact me with questions.

Dennis Birge  
Transportation Director  
479-751-5964  
[dbirge@bentonvillear.com](mailto:dbirge@bentonvillear.com)

| Construction Contract Change Order                                                                                                                                                                                                                                                                                                   |              |                                                                                     |                 |                           |                                                                                              |                           |                    |                        |                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------------------------------------------------------------|-----------------|---------------------------|----------------------------------------------------------------------------------------------|---------------------------|--------------------|------------------------|-----------------------|
| <b>Project:</b><br>VBT Hangar Development<br>Bentonville Municipal Airport, Bentonville, AR<br>Garver Job No. 21A13192                                                                                                                                                                                                               |              |                                                                                     |                 |                           | <b>Change Order No.</b> 3                                                                    |                           |                    |                        |                       |
|                                                                                                                                                                                                                                                                                                                                      |              |                                                                                     |                 |                           | <b>Date Prepared:</b> September 27, 2024<br><b>Prepared by:</b> Virginia Lantz, Garver       |                           |                    |                        |                       |
| <b>Owner:</b><br>City of Bentonville<br>305 SW A Street<br>Bentonville, AR 72712                                                                                                                                                                                                                                                     |              |                                                                                     |                 |                           | <b>Contractor:</b><br>Sy-Con Excavation and Utilities, LLC<br>261 Hwy 62<br>Rogers, AR 72758 |                           |                    |                        |                       |
| <b>Description of Work Included in Contract</b><br>Construction of approximately 1,800 SY of asphalt taxilane pavement, grading and drainage improvements, domestic water infrastructure improvements, and associated work.                                                                                                          |              |                                                                                     |                 |                           |                                                                                              |                           |                    |                        |                       |
| <b>Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)</b><br><br>A. Transfer of utility improvements associated with the Hangar Access Road project (PIIP24-0002). Scope was originally to be performed by City of Bentonville as In-Kind Services, but will now be completed by Sy-Con.<br><br>Attachments: |              |                                                                                     |                 |                           |                                                                                              |                           |                    |                        |                       |
| Contract Changes                                                                                                                                                                                                                                                                                                                     | Bid Item No. | Bid Item Description                                                                | Unit of Measure | Current Contract Quantity | Contract Unit Price                                                                          | Revised Contract Quantity | Revised Unit Price | Original Contract Cost | Revised Contract Cost |
| A.                                                                                                                                                                                                                                                                                                                                   | CO-3.1       | Water Valve Adjustment to Grade                                                     | EA              | 0.00                      | \$0.00                                                                                       | 3.00                      | \$830.00           | \$0.00                 | \$2,490.00            |
| A.                                                                                                                                                                                                                                                                                                                                   | CO-3.2       | Sewer Manhole Adjustment to Grade                                                   | EA              | 0.00                      | \$0.00                                                                                       | 1.00                      | \$8,500.00         | \$0.00                 | \$8,500.00            |
| A.                                                                                                                                                                                                                                                                                                                                   | CO-3.3       | Fire Hydrant and Valve Adjustment to Grade                                          | EA              | 0.00                      | \$0.00                                                                                       | 3.00                      | \$2,660.00         | \$0.00                 | \$7,980.00            |
| <b>Summation of Cost</b>                                                                                                                                                                                                                                                                                                             |              |                                                                                     |                 |                           |                                                                                              |                           |                    | <b>\$0.00</b>          | <b>\$18,970.00</b>    |
| <b>Net Cost for this Change Order</b>                                                                                                                                                                                                                                                                                                |              |                                                                                     |                 |                           |                                                                                              |                           |                    |                        | <b>\$18,970.00</b>    |
| <b>Estimated Project Cost</b>                                                                                                                                                                                                                                                                                                        |              |                                                                                     |                 |                           | <b>Time Change</b>                                                                           |                           |                    |                        |                       |
| Estimated Project Cost                                                                                                                                                                                                                                                                                                               |              |                                                                                     |                 |                           | Contract Start Date September 18, 2023                                                       |                           |                    |                        |                       |
| Original Contract Amount <b>\$935,478.00</b>                                                                                                                                                                                                                                                                                         |              |                                                                                     |                 |                           | Original Contract Time (calendar days) 75                                                    |                           |                    |                        |                       |
| Previously Approved Changes <b>\$386,852.61</b>                                                                                                                                                                                                                                                                                      |              |                                                                                     |                 |                           | Previously Approved Changes (calendar days) 49                                               |                           |                    |                        |                       |
| This Change Order <b>\$18,970.00</b>                                                                                                                                                                                                                                                                                                 |              |                                                                                     |                 |                           | Additional Contract Time This Change Order (calendar days) 0                                 |                           |                    |                        |                       |
| New Contract Amount <b>\$1,341,300.61</b>                                                                                                                                                                                                                                                                                            |              |                                                                                     |                 |                           | Suspended Time (calendar days) 288                                                           |                           |                    |                        |                       |
|                                                                                                                                                                                                                                                                                                                                      |              |                                                                                     |                 |                           | New Construction Completion Date November 3, 2024                                            |                           |                    |                        |                       |
| <b>THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS</b>                                                                                                                                                                                                                                      |              |                                                                                     |                 |                           |                                                                                              |                           |                    |                        |                       |
| <b>ISSUED FOR REASONS INDICATED ABOVE</b>                                                                                                                                                                                                                                                                                            |              |  |                 |                           | <b>Project Manager</b>                                                                       |                           | <b>10-10-2024</b>  |                        |                       |
| <b>Engineer: Garver</b>                                                                                                                                                                                                                                                                                                              |              |                                                                                     |                 |                           | Title                                                                                        |                           | Date               |                        |                       |
|                                                                                                                                                                                                                                                                                                                                      |              | Engineer's Signature                                                                |                 |                           |                                                                                              |                           |                    |                        |                       |
| <b>ACCEPTED BY CONTRACTOR</b>                                                                                                                                                                                                                                                                                                        |              |  |                 |                           | <b>Estimator</b>                                                                             |                           | <b>10/10/24</b>    |                        |                       |
|                                                                                                                                                                                                                                                                                                                                      |              |                                                                                     |                 |                           | Title                                                                                        |                           | Date               |                        |                       |
|                                                                                                                                                                                                                                                                                                                                      |              | Contractor's Signature                                                              |                 |                           |                                                                                              |                           |                    |                        |                       |
| <b>APPROVED BY OWNER</b>                                                                                                                                                                                                                                                                                                             |              |                                                                                     |                 |                           |                                                                                              |                           |                    |                        |                       |
|                                                                                                                                                                                                                                                                                                                                      |              |                                                                                     |                 |                           | Title                                                                                        |                           | Date               |                        |                       |
|                                                                                                                                                                                                                                                                                                                                      |              | Owner's Signature                                                                   |                 |                           |                                                                                              |                           |                    |                        |                       |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO CHANGE ORDER NO. 3 WITH SY-CON EXCAVATION AND UTILITIES, LLC, FOR THE VBT HANGAR ACCESS ROAD PROJECT, IN AN AMOUNT NOT TO EXCEED EIGHTEEN THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$18,970.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, Change Order No.3 will include work for the Access Road Construction for the VBT Hangar Development Project at the Bentonville Municipal Airport; and

**WHEREAS**, this project is funded with grant funds and other budgeted airport funds; therefore, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into Change Order No. 3 with Sy-Con Excavation and Utilities, LLC, for additional work on the VBT Hangar Access Road project, in an amount not to exceed eighteen thousand nine hundred seventy dollars (\$18,970.00);

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

|                              |                          |                           |                          |
|------------------------------|--------------------------|---------------------------|--------------------------|
| <b>Council Meeting Date:</b> | 11/12/2024               | <b>Submitted By:</b>      | Dennis Birge             |
| <b>Phone:</b>                | 479-271-5964             | <b>For Department(s):</b> | Transportation - Airport |
| <b>Email:</b>                | dbirge@bentonvillear.com |                           |                          |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                                  |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input checked="" type="checkbox"/> Change Order |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause        |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                                  |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                           |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to Approve Change Order #1 with APAC for the VBT Southeast Taxiway B Extension                                                                                                                 |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution to approve Change Order No. 1, with APAC Central, Inc. for the VBT Southeast Taxiway B Extension (Phase 2) project. No budget adjustment is needed.                                            |
| <b>Additional Comments for Consideration (Optional):</b> | This change order allows the contractor to adjust pricing on two line items without changing the overall cost of the project, to better comply with grant requirements. This change order has a \$0 cost. |
| <b>Amount for Approval:</b>                              | \$ 0                                                                                                                                                                                                      |

#### 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 |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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| Construction Contract Change Order                                                                                                                                                                                                |              |                                         |                 |                                                       |                                                                                         |                            |                    |                         |                        |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------------------------|-----------------|-------------------------------------------------------|-----------------------------------------------------------------------------------------|----------------------------|--------------------|-------------------------|------------------------|-----|
| <b>Project:</b><br>VBT Southeast Taxiway B Extension (Phase 2)<br>Bentonville Municipal Airport, Bentonville, AR<br>Garver Job No. 2401153                                                                                        |              |                                         |                 |                                                       | <b>Change Order No.</b> 1                                                               |                            |                    |                         |                        |     |
|                                                                                                                                                                                                                                   |              |                                         |                 |                                                       | <b>Date Prepared:</b> September 24,2024<br><b>Prepared by:</b> Virginia Lantz, Garver   |                            |                    |                         |                        |     |
| <b>Owner:</b><br>City of Bentonville<br>1000 SW 14th Street<br>Bentonville, AR 72712                                                                                                                                              |              |                                         |                 |                                                       | <b>Contractor:</b><br>APAC-Central, Inc.<br>755 E. Millsap Rd<br>Fayetteville, AR 72703 |                            |                    |                         |                        |     |
| <b>Description of Work Included in Contract</b><br>Construction of approximately 600 linear feet of 35 foot wide asphalt parallel taxiway extension, including airfield signage and associated grading and drainage improvements. |              |                                         |                 |                                                       |                                                                                         |                            |                    |                         |                        |     |
| <b>Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)</b><br>A. Negotiation of as-bid unit prices to meet the project budget.                                                                             |              |                                         |                 |                                                       |                                                                                         |                            |                    |                         |                        |     |
| Attachments:                                                                                                                                                                                                                      |              |                                         |                 |                                                       |                                                                                         |                            |                    |                         |                        |     |
| Contract Changes                                                                                                                                                                                                                  | Bid Item No. | Bid Item Description                    | Unit of Measure | Original Contract Quantity                            | Contract Unit Price                                                                     | Revised Estimated Quantity | Revised Unit Price | Original Estimated Cost | Revised Estimated Cost |     |
| A.                                                                                                                                                                                                                                | C-105-6.1    | Mobilization (Maximum 10% of Total Bid) | LS              | 1                                                     | \$92,000.00                                                                             | 1                          | \$115,499.00       | \$92,000.00             | \$115,499.00           |     |
| A.                                                                                                                                                                                                                                | SP-C-01      | Owner's Protective Insurance            | LS              | 1                                                     | \$23,500.00                                                                             | 1                          | \$1.00             | \$23,500.00             | \$1.00                 |     |
| <b>Summation of Cost</b>                                                                                                                                                                                                          |              |                                         |                 |                                                       |                                                                                         |                            |                    | <b>\$115,500.00</b>     | <b>\$115,500.00</b>    |     |
| <b>Net Cost for this Change Order</b>                                                                                                                                                                                             |              |                                         |                 |                                                       |                                                                                         |                            |                    | <b>\$0.00</b>           | <b>\$0.00</b>          |     |
| <b>Estimated Project Cost</b>                                                                                                                                                                                                     |              |                                         |                 | <b>Time Change</b>                                    |                                                                                         |                            |                    |                         |                        |     |
| Estimated Project Cost                                                                                                                                                                                                            |              |                                         |                 | Original Contract Start Date                          |                                                                                         |                            |                    |                         |                        | TBD |
| Original Contract Amount                                                                                                                                                                                                          |              |                                         |                 | Original Contract Time (calendar days)                |                                                                                         |                            |                    |                         |                        | 90  |
| This Change Order                                                                                                                                                                                                                 |              |                                         |                 | Additional Calendar Days granted by this Change Order |                                                                                         |                            |                    |                         |                        | 0   |
| New Contract Amount                                                                                                                                                                                                               |              |                                         |                 | New Contract Time (calendar days)                     |                                                                                         |                            |                    |                         |                        | 90  |
|                                                                                                                                                                                                                                   |              |                                         |                 | Suspended Time                                        |                                                                                         |                            |                    |                         |                        | 0   |
|                                                                                                                                                                                                                                   |              |                                         |                 | New Construction Completion Date                      |                                                                                         |                            |                    |                         |                        | TBD |
| THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS                                                                                                                                          |              |                                         |                 |                                                       |                                                                                         |                            |                    |                         |                        |     |
| <b>ISSUED FOR REASONS INDICATED ABOVE</b>                                                                                                                                                                                         |              |                                         |                 |                                                       |                                                                                         |                            |                    |                         |                        |     |
| <b>Engineer: Garver</b>                                                                                                                                                                                                           |              |                                         |                 |                                                       |                                                                                         |                            |                    |                         |                        |     |
| _____<br>Engineer's Signature                                                                                                                                                                                                     |              |                                         |                 | _____<br>Title                                        |                                                                                         |                            | _____<br>Date      |                         |                        |     |
| <b>ACCEPTED BY CONTRACTOR</b>                                                                                                                                                                                                     |              |                                         |                 |                                                       |                                                                                         |                            |                    |                         |                        |     |
| _____<br>Contractor's Signature                                                                                                                                                                                                   |              |                                         |                 | _____<br>Title                                        |                                                                                         |                            | _____<br>Date      |                         |                        |     |
| <b>APPROVED BY OWNER</b>                                                                                                                                                                                                          |              |                                         |                 |                                                       |                                                                                         |                            |                    |                         |                        |     |
| _____<br>Owner's Signature                                                                                                                                                                                                        |              |                                         |                 | _____<br>Title                                        |                                                                                         |                            | _____<br>Date      |                         |                        |     |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK  
TO ENTER INTO CHANGE ORDER NO. 1 WITH APAC CENTRAL, INC,  
FOR THE VBT SOUTHEAST TAXIWAY B EXTENSION (PHASE TWO)  
PROJECT, AT NO COST; AND FOR OTHER PURPOSES.**

**WHEREAS**, Change Order No.1 allows APAC Central, Inc. to adjust pricing on two line items to better comply with grant requirements; and

**WHEREAS**, there is no cost to this change order.

**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 Change Order No. 1 with APAC Central, Inc., changing pricing on two line items with no total price increase, for the VBT Southeast Taxiway B Extension (Phase Two);

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

|                              |                          |                           |                          |
|------------------------------|--------------------------|---------------------------|--------------------------|
| <b>Council Meeting Date:</b> | 11/12/2024               | <b>Submitted By:</b>      | Dennis Birge             |
| <b>Phone:</b>                | 479-271-5964             | <b>For Department(s):</b> | Transportation - Airport |
| <b>Email:</b>                | dbirge@bentonvillear.com |                           |                          |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                                  |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input type="checkbox"/> Enter into an Agreement | <input checked="" type="checkbox"/> Change Order |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause        |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                                  |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to amend the Fixed Base Operator (FBO) agreement with Summit Aviation                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution to approve changes to the City's FBO agreement with Summit Aviation, removing office and operation space no longer used by the FBO. AAB approved this change at the 11/7/24 meeting. No budget adjustment is needed.                                                                                                                                                                                                                                                                       |
| <b>Additional Comments for Consideration (Optional):</b> | Resolution 01-13-15B adopted the current FBO agreement. This gave the FBO exclusive use of space in the old terminal building and office space to the south of the open T-Hangar. The FBO no longer utilizes this space and has allowed the Ignite program use for instructional and educational purposes. Bentonville Public Schools and the City desire to enter into a lease allowing the school long term use of the space for the Ignite program. Changes to the agreement are reflected in red. |
| <b>Amount for Approval:</b>                              | \$ 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

#### 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 |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



RESOLUTION NO. 1-13-15B

A RESOLUTION APPROVING THE FIXED BASE  
OPERATOR AGREEMENT FOR THE BENTONVILLE  
MUNICIPAL AIRPORT.

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

Section 1: That the Fixed Base Operator Agreement with Summit Aviation, as  
attached hereto as Exhibit "A", should be and the same is hereby approved.

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

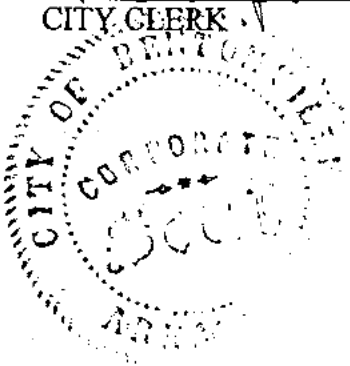
PASSED and APPROVED this 13th day of January, 2015.

APPROVED:

[REDACTED]  
MAYOR

ATTEST:

[REDACTED]  
CITY CLERK





# Memorandum

**To:** Mayor Bob McCaslin, City Council  
**CC:** Travis Matlock, Engineering Director  
**From:** Ben Peters, City Engineer *B.P.*  
**Date:** 1/5/2015  
**Re:** Fixed Based Operator

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Summit Aviation has served as the Fixed Based Operator (FBO) at Bentonville Municipal Airport since 2006. They have performed their contracted duties well and are well liked by the local pilot community and transient pilots.

A new FBO agreement is needed to provide stability and promote long term visions at Louise M Thaden field. The new agreement has the following basic terms:

- Non-exclusive rights for Summit Aviation to serve as an FBO at Bentonville Municipal Airport.
- Length of agreement is for 33 years, expiring on August 18, 2048. This corresponds to Summit Aviation's other hangar leases.
- Charges are \$0.10 per gallon flowage fee on full service fuel sales, \$0.75 per square foot exclusive space in the Terminal, \$0.50 per square foot exclusive space in the Open T Hangar. Charges are to be reviewed periodically by the Airport Advisory Board and adjusted as necessary.

The FBO agreement has been reviewed by the Airport Advisory Board. The Board voted unanimously to forward the agreement to City Council with a recommendation for approval.

Staff recommends approval of the agreement as presented.

## **F.B.O. AGREEMENT**

THIS AGREEMENT, made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the CITY OF BENTONVILLE, ARKANSAS, a municipal corporation, acting with guidance from the Airport Advisory Board, hereinafter referred to as the "City", and SUMMIT AVIATION, LLC, an Arkansas limited liability company, hereinafter referred to as "Operator".

WITNESSETH:

1. **FBO CONTRACT**

For One Dollar and 00/100 (\$1.00) and other good and valuable consideration, City shall grant and Operator shall accept, upon the terms and conditions hereinafter set forth, a nontransferable and a nonexclusive contract to operate a fixed base operations (FBO) at the Bentonville Municipal Airport, upon the premises in the exclusive possession of Operator under three (3) existing Land Lease Agreements dated August 13, 2013, for parcels known as the Blackwell Hangar (6,400 square feet), the Summit Maintenance Hangar (7,200 square feet), a part of the Southwest ¼ of the Southeast ¼ of Section 6 (9,600 square feet), the above ground fuel farm storage facility and in the terminal building the exclusive use of the manager's office, customer service reception area, end of hall closet and the lockable closet behind the customer service desk (also shared with the City). Additionally the FBO has the exclusive use of the office area on the south side of the parking lot currently used for the flight school, all designated for use by Operator (collectively, as "Premises"), together with non-exclusive rights to the use of common areas of said airport including other terminal building areas, runways, taxiways, aprons, roadways, lights, signals, ingress, egress, and other conveniences consistent with the operation of the FBO. As an (FBO), Operator may provide aeronautical services such as charter operations, aircraft rental, sale of petroleum products and fueling, aircraft

maintenance, aircraft sales and service, aircraft photography, hangar rental and storage, ground and flight instruction, and any other activity which, because of its relationship to the operation of aircraft and/or the FBO, can be regarded as an aeronautical activity.

2. TERM

This Agreement is effective from the date hereof and shall remain in force until midnight on August 18, 2048, unless sooner terminated as herein provided.

3. USE OF FBO CONTRACT

A. Operator agrees to conduct its FBO for the use and benefit of the public, and to:

- (1) Furnish good, prompt, friendly and efficient service adequate to meet all of the demands for its services at the airport;
- (2) Furnish services on a fair, equal, and nondiscriminatory basis to all users thereof;
- (3) Charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers;
- (4) Not discriminate in any employment or other commercial practice on the basis of race, color, religion, age, sex, or national origin.
- (5) Customer Complaints. In the event the City shall receive verifiable complaints from customers of Operator concerning any aspect of Operator's business, City shall notify Operator of all such complaints when received.

- B. The Operator, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that, in the event facilities are constructed, maintained, or otherwise operated on the said property described in paragraph I of this Agreement, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, the Operator shall maintain and operate such facilities and services in compliance with all of the requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act 1964 and as said regulation may be amended.
- C. It is clearly understood by the Operator that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the airport from performing any service on its own aircraft with its own regular employees (including, but not limited to, maintenance and repairs) that it may choose to perform.
- D. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to operate an FBO.
- E. The City reserves the right to further develop or improve the landing area of the airport and all publicly owned facilities of the airport as it sees fit, regardless of the desires or view of the Operator and without interference or hindrance.
- F. The City reserves the right, but shall not be obligated to Operator, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right

to direct and control all activities of the Operator in this regard (subject to the Land Lease Agreements and this Agreement).

- G. During the time of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military, and if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
- H. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Operator from erecting or maintaining, or permitting to be erected, any building or other structure on or adjacent to the airport which, in the opinion of the City, would limit the usefulness of the airport or constitute a hazard to aircraft.
- I. This Agreement shall be subordinated to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- J. No Liability for Exercise of Powers. The City shall not be liable to Operator for any diminution or deprivation of its rights which may result from the proper exercise of any power reserved to the City in this Agreement or by reason of governmental requirements; Operator shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall interfere with Operator's rights hereunder so as to constitute a constructive or actual termination of this Agreement by operation of law or otherwise.

4. ASSIGNMENT

Assignment by the City. The City may transfer or assign this Agreement to any successor in interest to whom the airport may be sold or assigned; however, the successor in interest shall execute and deliver to the City, with a copy to Operator, an instrument assuming the obligations of the City under this Agreement.

Assigning and Encumbering. Operator shall not assign this Agreement in whole or in part without the prior written consent of the City, which consent shall not be unreasonably withheld. Any consent by the City to an assignment of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of Operator's creditors or otherwise by operation of law shall not be effective to transfer or assign Operator's interest under this Agreement unless the City shall have first consented thereto in writing. Neither Operator's interest in this Agreement, nor any estate created hereby in Operator nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code.

5. INSURANCE

Operator's obligations with respect to property insurance are contained in the Land Lease Agreements described in paragraph 1 and not hereunder. Operator shall also maintain in force during the Term and any extended term, public liability insurance including, airport liability for property damage, personal injury or death, and any excess liability in umbrella form, with such coverage and limits as reasonably may be required by the City from time to time, but in no event for less than the sum of one million (\$1M) Dollars combined single limit. In addition, the FBO will insure as appropriate for services performed in moving aircraft

(hangarkeepers liability), aircraft maintenance (return to service) liability, and aircraft rental and instruction liability, such coverage shall be one million (\$1M) Dollars with a sublimit of \$100,000 per passenger. An insurer licensed to do business in the State of Arkansas shall issue the insurance. The City shall be named as an additional insured on said liability policies, at no expense to the City.

Concurrent with the execution of this Agreement, Operator shall provide the City a certificate of Operator's insurance coverage, a copy of the declarations page of the insurance policy, and a copy of all endorsements. The certificates of insurance, or endorsements attached thereto, shall provide that:

Insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City;

The City of Bentonville, and its Commissioners, Advisory Boards, trustees, agents, officers, servants, and employees shall be named as additional insured;

The policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insurance retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only;

The limits of liability required therein are on an occurrence basis; and

The policy shall be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage shall act for each insured and each additional insured; however, nothing contained therein shall act to increase the limits of liability of the insurance company.



Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the City may require that either:

The Operator shall reduce or eliminate such deductibles or self-insured retentions as it relates to the City, and their councilors, trustees, agents, officers, and employees.

If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Operator shall, within fifteen (15) days of receipt of notice from the City, but in no event later than the effective date of cancellation, change or reduction, provide to the City a certificate showing that insurance coverage has been reinstated or provided through another insurance company.

Upon failure to provide such certificate, the City may, without further notice, and at its option either:

Exercise the City's rights as provided in the default provisions of this Agreement; or

Procure insurance coverage at Operator's expense whereupon Operator promptly shall reimburse the City for such expense.

6. CHARGES

The Operator shall initially pay to the City for the contract herein granted a flowage fee of Ten Cents (\$.10) per gallon for full service aircraft fuel sold by the Operator to customers. Fuel sold through the self-serve dispenser is subject to a Five Cents (\$0.00) per gallon flowage fee. The City may adjust the flowage fee from time to time following consultation with Operator upon delivery of written notice of such adjustments to said flowage fee. Operator will pass through such flowage fee to customers and collect and remit same to City pursuant hereto. Operator hereby

agrees and covenants to submit monthly reports to the City in the form prescribed by the City showing the amount of fuel received by Operator from suppliers and the amount of fuel sold to customers. Such reports shall be submitted by the 20<sup>th</sup> day of each month for the preceding month. Verification of such reports may be made by inspection of the Operator's records by representatives of the City. Payment for fuel flowage for the preceding month shall accompany the monthly report.

The Operator shall initially pay to the City for the contract herein granted a monthly rental rate of Seventy Five Cents (\$0.75) per square foot for all exclusive use area of the terminal and a monthly rental rate of Fifty Cents (\$0.50) for the exclusive use of the office area in the open T Hangar (flight school area). The City may adjust the rental rate from time to time in keeping with fair market value following consultation with the Operator upon delivery of written notice of said adjustments to the rental rate.

7. TERMINATION

This Agreement shall continue until superseded by a new FBO Agreement or (i) upon ninety (90) days' written notice of termination by City following a material default of a material provision of this Agreement which was not cured within fifty (50) days of receipt of written notice of such default delivered by City; or (ii) upon one hundred eighty (180) days' written notice of termination by Operator. As to any curing of a default (other than payment of a fee) which would reasonably require a greater period of time for curing than is provided for above, if the Operator shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Operator reasonable opportunity to do so.

8. SERVICES

During the term of the FBO Agreement, Operator contracts and agrees to perform the following services:

A. Airport operations:

- (1) Insure that a qualified person shall remain at said airport, as far as practical, during the appropriate business hours of the FBO;
- (2) Be familiar with operational policies and regulations established by federal, state, and local governments;
- (3) Provide courtesy services for pilots and visitors;
- (4) Maintain fueling services approximately on the following schedule: 8:00 a.m. to 5:00 p.m. seven (7) days a week except for holidays, as posted in advance. Operator agrees to provide "on-call" fueling and emergency services during all unscheduled hours.
- (5) Provide air-to-ground and ground-to-air radio communications and monitor flight operations for compliance with federal, state, and local rules and regulations.

B. Maintenance:

- (1) Perform day to day minor maintenance on the terminal building and keep the City advised of other maintenance needs on the building. Provided, however, that the City shall provide janitorial services and utility services to the terminal building. Utility services shall consist of electric, water, sanitary sewer, and cable television.
- (2) Keep airport premises clean, neat, and sanitary, and the FBO lawn area and areas immediately adjacent to hangars and airplanes mowed with City provided equipment. Provided, however, that the City will mow all other airport areas.
- (3) All displays and advertisements shall be approved in advance by the City prior to display.

- (4) All furnishings in the terminal building shall be provided by the City, unless otherwise agreed in advance.

C. General:

- (1) The Operator agrees to cooperate and communicate with the Bentonville Airport Advisory Board on a monthly basis.

D. Indemnity.

- (1) The City shall not be responsible or liable at any time for any loss or damage to the Operator's merchandise, equipment, fixtures, machinery, airplanes, or airplane parts, or any other personal property of the Operator or its business on or upon the Premises; and the Operator shall give prompt notice to the City in case of fire or accident on airport property or a defect in the runways, taxiways, lighting system or other airport operation of which the Operator may be aware. The minimum limits of any insurance coverage required herein shall not limit the Operator's liability hereunder.
- (2) Operator shall indemnify, protect, defend and hold completely harmless, the City, the Bentonville Airport Advisory Board, the Bentonville Municipal Airport, and their trustees, directors and Commissioners, councilors, officers, agents and employees, in their individual and official capacities ("City Indemnitees"), from and against all liability, losses suits, claims, property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to Operator's use of occupancy of the Bentonville Municipal Airport premises, the rights, licenses, or privileges granted

Operator herein, or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent arising out of or incident to the acts or omissions of a City Indemnatee.

- (3) City shall give notice to Operator, via certified U.S. mail, of any such liability, loss, suit, claim or demand, and Operator shall defend the indemnified party or parties using legal counsel acceptable to the City and the indemnified party. The provisions of this section shall survive the expiration or early termination of the Agreement.

9. COOPERATION

The City agrees, by and through its employees and agents, to cooperate with Operator in the carrying on of the FBO in order to insure that the best and most efficient service to the aeronautical community can be provided. The City further agrees to do all things reasonably necessary to aid Operator.

10. NOTICES

All notices or demands required or permitted under the terms of this FBO Contract shall be considered duly given and served upon deposit with the U.S. Postal Service, "certified mail" with postage prepaid to the following addresses:

City: Mayor  
City of Bentonville  
City Hall  
117 W. Central  
Bentonville, Arkansas 72712  
With copy to Airport Advisory Board Chairman

Operator: Summit Aviation, LLC  
2500 S.W. Aviation Street

Bentonville, Arkansas 72712

Said addresses shall remain in effect until changed by notice under the procedure herein set out.

11. LIEN

A lien is hereby created and granted by Operator to the City of Bentonville as security for the payment of the per gallon flowage fee for aviation fuel sold and other undertakings hereunder upon all the property of the Operator, which may, at any time during the term of this Agreement, be in, about, or upon the airport premises.

12. DEFAULT

If Operator uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, defaults as to any of its obligations incurred hereunder, or as to any other covenant herein provided, for more than thirty (30) days after date of notice received from City specifying such default, or if any petition be filed in bankruptcy, including petitions for arrangements or reorganizations, by or against Operator, and such petition be not dismissed within thirty (30) days after the service of notice, or if a receiver or trustee be appointed for Operator by reason of its insolvency or inability to pay its creditors, the City shall have the right, without limitation upon any other rights which it may be given by law or by any other provision of this FBO Agreement, to re-enter the Premises and contract the same as agent for Operator upon the best terms and conditions reasonably obtainable, and Operator shall be liable to the City for the difference, if any, between the fee so obtained and the fee stipulated to be paid under this Agreement, and shall receipt and deliver to Operator excess fees, if any. Operator agrees that, in the event of default, it will vacate the Premises without further notice.

In the event the Operator fails to make timely payments of all taxes or fees, fails to provide proof of required insurance or bond, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for \_7 consecutive days, or violates any of the terms and conditions of this contract agreement, the Sponsor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of the Operator.

13. WASTE

Operator agrees not to commit waste nor permit waste to result or to be done to or upon the airport property or improvements thereon; not to permit to be operated, nor to exist thereon or therein, any public or private nuisance.

Indemnities - Hazardous Substance. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Arkansas, or the United States Government. "Hazardous Substance" includes any material or substances that are defined as "Hazardous Waste", "Extremely Hazardous Waste", or a "Hazardous Substance" pursuant to state, federal or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCB's"), and petroleum and petroleum related products.

This indemnification agreement includes but is not limited to the Operator's use of the aboveground aviation fuel storage farm.

If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises, or if the Premises or any other airport property become contaminated in any manner for which and to the extent which Operator

has caused and is responsible and legally liable, Operator shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Premises or other airport property, damages caused by loss or restriction of rentable or usable space as a part of the Premises, or any damages caused by adverse impact on marketing of the Premises or other airport property, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Term hereof and arising as a result of that contamination by Operator or Operator's agents, employees, contractors or invitees. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the airport or any cleanup, removal, or restoration mandated by a federal, state or local agency or political subdivision.

Without limitation of the foregoing, if Operator causes or permits the presence of any Hazardous Substance on the Premises or other airport property that results in contamination, Operator shall promptly take, at its own expense, any and all necessary actions to return the contaminated premises to the condition existing prior to the presence of any such Hazardous Substance. Operator shall immediately notify the City of such remedial action.

14. CHOICE OF LAW AND VENUE

The laws of Arkansas govern this Agreement which shall be interpreted thereunder. The parties agree that any mediation, arbitration or litigation concerning this Agreement must be brought in the 19<sup>th</sup> Judicial District, in and for Benton County, State of Arkansas, and each party shall pay its own costs and attorney fees.

15. FORCE MAJEURE



Neither the City nor Operator shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions; sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder.

16. CONSENT NOT UNREASONABLY WITHHELD

Whenever it is provided herein that the consent of the City or Operator is required, such consent shall not be unreasonably withheld, conditioned or delayed, except as provided herein.

17. RECOVERY OF ATTORNEY FEES AND COSTS

If either party shall bring any legal or equitable action against the other, the losing party shall pay the reasonable attorney fees and costs incurred by the prevailing party in such action including any appeal. For purposes of this section, "costs" shall include expert witness fees and court costs.

18. BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon City, Operator and their respective successors and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

WITNESS the execution of our hands and seals the day and year first above set out.

City:  
City of Bentonville, Arkansas

Operator:  
Summit Aviation, LLC

By: \_\_\_\_\_

Mayor

Attest: \_\_\_\_\_

City Clerk

Date: \_\_\_\_\_

Approved by:

Airport Advisory Board

\_\_\_\_\_

Chairman

Date: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO  
ENTER INTO AN AMENDED FIXED BASE OPERATOR (FBO)  
AGREEMENT WITH SUMMIT AVIATION; AND FOR OTHER  
PURPOSES.**

**WHEREAS**, Resolution No. 01-13-15B approved the current FBO agreement with Summit Aviation for the Bentonville Municipal Airport;

**WHEREAS**, Summit Aviation no longer uses certain office and operation space and has allowed the Ignite program to occupy the space for educational purposes;

**WHEREAS**, Bentonville Public Schools wishes to enter into a long term lease with the city, allowing the Ignite program to continue its educational program at the airport; and

**WHEREAS**, there is no cost to this amendment.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into an amended FBO agreement with Summit Aviation as shown, and incorporated herein, in the attached Exhibit “A”;

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**

## F.B.O. AGREEMENT

THIS AGREEMENT, made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the CITY OF BENTONVILLE, ARKANSAS, a municipal corporation, acting with guidance from the Airport Advisory Board, hereinafter referred to as the "City", and SUMMIT AVIATION, LLC, an Arkansas limited liability company, hereinafter referred to as "Operator".

WITNESSETH:

### I. FBO CONTRACT

For One Dollar and 00/100 (\$1.00) and other good and valuable consideration, City shall grant and Operator shall accept, upon the terms and conditions hereinafter set forth, a nontransferable and a nonexclusive contract to operate a fixed base operations (FBO) at the Bentonville Municipal Airport, upon the premises in the exclusive possession of Operator under three (3) existing Land Lease Agreements dated August 13, 2013, for parcels known as the Blackwell Hangar (6,400 square feet), the Summit Maintenance Hangar (7,200 square feet), a part of the Southwest ¼ of the Southeast ¼ of Section 6 (9,600 square feet), the above ground fuel farm storage facility ~~and in the terminal building the exclusive use of the manager's office, customer service reception area, end of hall closet and the lockable closet behind the customer service desk (also shared with the City). Additionally the FBO has the exclusive use of the office area on the south side of the parking lot currently used for the flight school,~~ All designated for use by Operator (collectively, as "Premises"), together with non-exclusive rights to the use of common areas of said airport including other terminal building areas, runways, taxiways, aprons, roadways, lights, signals, ingress, egress, and other conveniences consistent with the operation of the FBO. As an (FBO), Operator may provide aeronautical services such as charter operations, aircraft rental, sale of petroleum products and fueling, aircraft

maintenance, aircraft sales and service, aircraft photography, hangar rental and storage, ground and flight instruction, and any other activity which, because of its relationship to the operation of aircraft and/or the FBO, can be regarded as an aeronautical activity.

2. TERM

This Agreement is effective from the date hereof and shall remain in force until midnight on August 18, 2048, unless sooner terminated as herein provided.

3. USE OF FBO CONTRACT

A. Operator agrees to conduct its FBO for the use and benefit of the public, and to:

- (1) Furnish good, prompt, friendly and efficient service adequate to meet all of the demands for its services at the airport;
- (2) Furnish services on a fair, equal, and nondiscriminatory basis to all users thereof;
- (3) Charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service, provided that the Operator may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers;
- (4) Not discriminate in any employment or other commercial practice on the basis of race, color, religion, age, sex, or national origin.
- (5) Customer Complaints. In the event the City shall receive verifiable complaints from customers of Operator concerning any aspect of Operator's business, City shall notify Operator of all such complaints when received.

- B. The Operator, for itself: its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that, in the event facilities are constructed, maintained, or otherwise operated on the said property described in paragraph 1 of this Agreement, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, the Operator shall maintain and operate such facilities and services in compliance with all of the requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination Federally-Assisted Programs of the Department of Transportation  
- Effectuation of Title VI of the Civil Rights Act 1964 and as said regulation may be amended.
- C. It is clearly understood by the Operator that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the airport from performing any service on its own aircraft with its own regular employees (including, but not limited to, maintenance and repairs) that it may choose to perform.
- D. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to operate an FBO.
- E. The City reserves the right to further develop or improve the landing area of the airport and all publicly owned facilities of the airport as it sees fit, regardless of the desires or view of the Operation and without interference or hindrance.
- F. The City reserves the right, but shall not be obligated to Operator, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right

to direct and control all activities of the Operator in this regard (subject to the Land Lease Agreements and this Agreement).

- G. During the time of war or national emergency, the City shall have the right to lease the landing area or any part thereof to the United States Government for military, and if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
- H. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Operator from erecting or maintaining, or permitting to be erected, any building or other structure on or adjacent to the airport which, in the opinion of the City, would limit the usefulness of the airport or constitute a hazard to aircraft.
- I. This Agreement shall be subordinated to the provisions of any existing or future agreement between the City and the United States, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.
- J. No Liability for Exercise of Powers. The City shall not be liable to Operator for any diminution or deprivation of its rights which may result from the proper exercise of any power reserved to the City in this Agreement or by reason of governmental requirements; Operator shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall interfere with Operator's rights hereunder so as to constitute a constructive or actual termination of this Agreement by operation of law or otherwise.

4. ASSIGNMENT

Assignment by the City. The City may transfer or assign this Agreement to any successor in interest to whom the airport may be sold or assigned; however, the successor in interest shall execute and deliver to the City, with a copy to Operator, an instrument assuming the obligations of the City under this Agreement.

Assigning and Encumbering. Operator shall not assign this Agreement in whole or in part without the prior written consent of the City, which consent shall not be unreasonably withheld. Any consent by the City to an assignment of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of Operator's creditors or otherwise by operation of law shall not be effective to transfer or assign Operator's interest under this Agreement unless the City shall have first consented thereto in writing. Neither Operator's interest in this Agreement, nor any estate created hereby in Operator nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code.

5. INSURANCE

Operator's obligations with respect to property insurance are contained in the Land Lease Agreements described in paragraph I and not hereunder. Operator shall also maintain in force during the Term and any extended term, public liability insurance including, airport liability for property damage, personal injury or death, and any excess liability in umbrella form, with such coverage and limits as reasonably may be required by the City from time to time, but in no event for less than the sum of one million (\$1M) Dollars combined single limit. In addition, the FBO will insure as appropriate for services performed in moving aircraft



(hangarkeepers liability), aircraft maintenance (return to service) liability, and aircraft rental and instruction liability, such coverage shall be one million (\$1M) Dollars with a sublimit of \$100,000 per passenger. An insurer licensed to do business in the State of Arkansas shall issue the insurance. The City shall be named as an additional insured on said liability policies, at no expense to the City.

Concurrent with the execution of this Agreement, Operator shall provide the City a certificate of Operator's insurance coverage, a copy of the declarations page of the insurance policy, and a copy of all endorsements. The certificates of insurance, or endorsements attached thereto, shall provide that:

Insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City;

The City of Bentonville, and its Commissioners, Advisory Boards, trustees, agents, officers, servants, and employees shall be named as additional insured;

The policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insurance retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only;

The limits of liability required therein are on an occurrence basis; and

The policy shall be endorsed with a severability of interest or cross- liability endorsement, providing that the coverage shall act for each insured and each additional insured; however, nothing contained therein shall act to increase the limits of liability of the insurance company.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the City may require that either:

The Operator shall reduce or eliminate such deductibles or self-insured retentions as it relates to the City, and their councilors, trustees, agents, officers, and employees.

If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Operator shall, within fifteen (15) days of receipt of notice from the City, but in no event later than the effective date of cancellation, change or reduction, provide to the City a certificate showing that insurance coverage has been reinstated or provided through another insurance company.

Upon failure to provide such certificate, the City may, without further notice, and at its option either:

Exercise the City's rights as provided in the default provisions of this Agreement; or

Procure insurance coverage at Operator's expense whereupon Operator promptly shall reimburse the City for such expense.

6. CHARGES

The Operator shall initially pay to the City for the contract herein granted a flowage fee of Ten Cents (\$.10) per gallon for full service aircraft fuel sold by the Operator to customers. Fuel sold through the self-serve dispenser is subject to a Zero Cents (\$0.00) per gallon flowage fee. The City may adjust the flowage fee from time to time following consultation with Operator upon delivery of written notice of such adjustments to said flowage fee. Operator will pass through such flowage fee to customers and collect and remit same to City pursuant hereto. Operator hereby

agrees and covenants to submit monthly reports to the City in the form prescribed by the City showing the amount of fuel received by Operator from suppliers and the amount of fuel sold to customers. Such reports shall be submitted by the 20<sup>th</sup> day of each month for the preceding month. Verification of such reports may be made by inspection of the Operator's records by representatives of the City. Payment for fuel flowage for the preceding month shall accompany the monthly report.

The Operator shall initially pay to the City for the contract herein granted a monthly rental rate of Seventy Five Cents (\$0.75) per square foot for all exclusive use area of the terminal and a monthly rental rate of Fifty Cents (\$0.50) for the exclusive use of the office area in the open T Hangar (flight school area). The City may adjust the rental rate from time to time in keeping with fair market value following consultation with the Operator upon delivery of written notice of said adjustments to the rental rate.

7. TERMINATION

This Agreement shall continue until superseded by a new FBO Agreement or (i) upon ninety (90) days' written notice of termination by City following a material default of a material provision of this Agreement which was not cured within fifty (50) days of receipt of written notice of such default delivered by City; or (ii) upon one hundred eighty (180) days' written notice of termination by Operator. As to any curing of a default (other than payment of a fee) which would reasonably require a greater period of time for curing than is provided for above, if the Operator shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Operator reasonable opportunity to do so.

8. SERVICES

During the term of the FBO Agreement, Operator contracts and agrees to perform the following services:

A. Airport operations:

- (1) Insure that a qualified person shall remain at said airport, as far as practical, during the appropriate business hours of the FBO;
- (2) Be familiar with operational policies and regulations established by federal, state, and local governments;
- (3) Provide courtesy services for pilots and visitors;
- (4) Maintain fueling services approximately on the following schedule: 8:00 a.m. to 5:00 p.m. seven (7) days a week except for holidays, as posted in advance. Operator agrees to provide "on-call" fueling and emergency services during all unscheduled hours.
- (5) Provide air-to-ground and ground-to-air radio communications and monitor flight operations for compliance with federal, state, and local rules and regulations.

B. Maintenance:

- (1) Perform day to day minor maintenance on the terminal building and keep the City advised of other maintenance needs on the building. Provided, however, that the City shall provide janitorial services and utility services to the terminal building. Utility services shall consist of electric, water, sanitary sewer, and cable television.
- (2) Keep airport premises clean, neat, and sanitary, and the FBO lawn area and areas immediately adjacent to hangars and airplanes mowed with City provided equipment. Provided, however, that the City will mow all other airport areas.
- (3) All displays and advertisements shall be approved 111 advance by the City prior to display.

- (4) All furnishings in the terminal building shall be provided by the City, unless otherwise agreed in advance.

C. General:

- (I) The Operator agrees to cooperate and communicate with the Bentonville Airport Advisory Board on a monthly basis.

D. Indemnity.

- (I) The City shall not be responsible or liable at any time for any loss or damage to the Operator's merchandise, equipment, fixtures, machinery, airplanes, or airplane parts, or any other personal property of the Operator or its business on or upon the Premises; and the Operator shall give prompt notice to the City in case of fire or accident on airport property or a defect in the runways, taxiways, lighting system or other airport operation of which the Operator may be aware. The minimum limits of any insurance coverage required herein shall not limit the Operator's liability hereunder.
- (2) Operator shall indemnify, protect, defend and hold completely harmless, the City, the Bentonville Airport Advisory Board, the Bentonville Municipal Airport, and their trustees, directors and Commissioners, councilors, officers, agents and employees, in their individual and official capacities ("City Indemnitees"), from and against all liability, losses suits, claims, property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to Operator's use of occupancy of the Bentonville Municipal Airport premises, the rights, licenses, or privileges granted

Operator herein, or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent arising out of or incident to the acts or omissions of a City Indemnitee.

- (3) City shall give notice to Operator, via certified U.S. mail, of any such liability, loss, suit, claim or demand, and Operator shall defend the indemnified party or parties using legal counsel acceptable to the City and the indemnified party. The provisions of this section shall survive the expiration or early termination of the Agreement.

9. COOPERATION

The City agrees, by and through its employees and agents, to cooperate with Operator in the carrying on of the FBO in order to insure that the best and most efficient service to the aeronautical community can be provided. The City further agrees to do all things reasonably necessary to aid Operator.

IO. NOTICES

All notices or demands required or permitted under the terms of this FBO Contract shall be considered duly given and served upon deposit with the U.S. Postal Service, "certified mail" with postage prepaid to the following addresses:

City: Mayor  
City of Bentonville City  
Hall  
117 W. Central  
Bentonville, Arkansas 72712  
With copy to Airport Advisory Board Chairman

Operator: Summit Aviation, LLC  
2500 S.W. Aviation Street  
Bentonville, Arkansas 72712

Said addresses shall remain in effect until changed by notice under the procedure herein set out.

11. LIEN

A lien is hereby created and granted by Operator to the City of Bentonville as security for the payment of the per gallon flowage fee for aviation fuel sold and other undertakings hereunder upon all the property of the Operator, which may, at any time during the term of this Agreement, be in, about, or upon the airport premises.

12. DEFAULT

If Operator uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, defaults as to any of its obligations incurred hereunder, or as to any other covenant herein provided, for more than thirty (30) days after date of notice received from City specifying such default, or if any petition be filed in bankruptcy, including petitions for arrangements or reorganizations, by or against Operator, and such petition be not dismissed within thirty (30) days after the service of notice, or if a receiver or trustee be appointed for Operator by reason of its insolvency or inability to pay its creditors, the City shall have the right, without limitation upon any other rights which it may be given by law or by any other provision of this FBO Agreement, to re-enter the Premises and contract the same as agent for Operator upon the best terms and conditions reasonably obtainable, and Operator shall be liable to the City for the difference, if any, between the fee so obtained and the fee stipulated to be paid under this Agreement, and shall receipt and deliver to Operator excess fees, if any. Operator agrees that, in the event of default, it will vacate the Premises without further notice.

has caused and is responsible and legally liable, Operator shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Premises or other airport property, damages caused by loss or restriction of rentable or usable space as a part of the Premises, or any damages caused by adverse impact on marketing of the Premises or other airport property, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Term hereof and arising as a result of that contamination by Operator or Operator's agents, employees, contractors or invitees. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the airport or any cleanup, removal, or restoration mandated by a federal, state or local agency or political subdivision.

Without limitation of the foregoing, if Operator causes or permits the presence of any Hazardous Substance on the Premises or other airport property that results in contamination, Operator shall promptly take, at its own expense, any and all necessary actions to return the contaminated premises to the condition existing prior to the presence of any such Hazardous Substance. Operator shall immediately notify the City of such remedial action.

14. CHOICE OF LAW AND VENUE

The laws of Arkansas govern this Agreement which shall be interpreted thereunder. The parties agree that any mediation, arbitration or litigation concerning this Agreement must be brought in the 19<sup>th</sup> Judicial District, in and for Benton County, State of Arkansas, and each party shall pay its own costs and attorney fees.



15. FORCE MAJEURE

Neither the City nor Operator shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions; sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder.

16. CONSENT NOT UNREASONABLY WITHHELD

Whenever it is provided herein that the consent of the City or Operator is required, such consent shall not be unreasonably withheld, conditioned or delayed, except as provided herein.

17. RECOVERY OF ATTORNEY FEES AND COSTS

If either party shall bring any legal or equitable action against the other, the losing party shall pay the reasonable attorney fees and costs incurred by the prevailing party in such action including any appeal. For purposes of this section, "costs" shall include expert witness fees and court costs.

18. BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon City, Operator and their respective successors and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

WITNESS the execution of our hands and seals the day and year first above set out.

**City:**

City of Bentonville, Arkansas

**Operator:**

Summit Aviation, LLC

By: \_\_\_\_\_

Mayor

By: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by:**

**Airport Advisory Board**

\_\_\_\_\_

Chairman

Date: \_\_\_\_\_



### City of Bentonville, Arkansas Agenda Item Form

#### Item Details

|                              |                           |                           |             |
|------------------------------|---------------------------|---------------------------|-------------|
| <b>Council Meeting Date:</b> | 11/12/2024                | <b>Submitted By:</b>      | Greg Hughes |
| <b>Phone:</b>                | 479-696-0204              | <b>For Department(s):</b> | Parks       |
| <b>Email:</b>                | ghughes@bentonvillear.com |                           |             |

#### Item Type (Check all that apply)

|                                               |                                            |                                                             |                                           |
|-----------------------------------------------|--------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational        | <input type="checkbox"/> Bid Award         | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds    | <input type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution        | <input type="checkbox"/> Informational                      |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Ordinance Authorizing a Contract Amendment with Challenger Sports for Soccer Camp Services                                                                                                                                                                                                                                                                       |
| <b>Action Recommendation &amp; Justification:</b>        | Ordinance authorizing a contract amendment with Challenger Sports for soccer camp services. No budget adjustment is needed.                                                                                                                                                                                                                                      |
| <b>Additional Comments for Consideration (Optional):</b> | Challenger Sports was selected during the RFP-23-62 Camp Soccer proposal process. City Council approved the original agreement on January 9, 2024. The success of the camp resulted in a higher payment to the contractor. Competitive bidding was originally waived with Ordinance No. 2024-2. This amendment is needed to reflect the accurate contract total. |
| <b>Amount for Approval:</b>                              | \$ 123,000.00                                                                                                                                                                                                                                                                                                                                                    |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: funded by program registration fees

#### 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 |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

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# Memo



To: City Council, Mayor Orman  
From: Greg Hughes, Recreation Services Manager  
CC: David Wright, Parks and Recreation Director  
Date: November 7, 2024  
Re: Council approval of an Ordinance authorizing the Mayor and City Clerk to enter into an amended contract agreement with Challenger Sports.

---

Parks and Recreation Staff is seeking City Council's approval of an ordinance authorizing the Mayor and City Clerk to enter into an amended agreement with Challenger Sports (Challenger) in the amount of \$123,000 for soccer camp services.

On January 9, 2024, City Council approved a contract with Challenger, who was selected during the RFP 23-62 process, for soccer camp services. Due to the increased demand for this service, the total payment to Challenger increased from the original projection. Also, since the contract was signed, the City's internal policies have changed to now require City Council approval for the full potential payment of the contract versus the annual payment. The new annual payment for this contract is \$41,000 per year with a total payment expectation of \$123,000 for the three years. All fees paid to Challenger for this agreement are covered 100% by registration fees.

If you have any questions regarding this item, please contact Greg Hughes at [ghughes@bentonvillear.com](mailto:ghughes@bentonvillear.com) or call 696.0204.

*Attachments:*  
*Challenger Sports Contract*

ORDINANCE NO. 2024-2

**AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR SOCCER CAMP SERVICES FOR BENTONVILLE PARKS AND RECREATION; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CHALLENGER SPORTS FOR SAID SERVICES, IN AN APPROXIMATE AMOUNT OF THIRTY-SIX THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$36,780.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, due to the high demand and success of the soccer camp programs, the amount payable exceeds the competitive bid threshold;

**WHEREAS**, Challenger Sports was selected during the RFP-23-62 Camp Soccer proposal process;

**WHEREAS**, competitive bidding should be waived as it would be impractical for the City to create this bid process; and

**WHEREAS**, this is a budgeted item.

**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 an agreement with Challenger Sports, in an approximate amount of thirty-six thousand seven hundred eighty dollars (\$36,780.00) for soccer camp services;

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for soccer camp services;

Section 3 - Severability Provision: If any part of this Ordinance 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 Ordinance are repealed to the extent of such conflict.

PASSED this 9 day of JANUARY, 2024.

APPROVED:

  
STEPHANIE ORMAN, Mayor

ATTEST:

  
KIRBY ROMINES, City Clerk





# CITY OF BENTONVILLE, ARKANSAS

1000 SW 14<sup>th</sup> Street Bentonville, Arkansas 72712

## AMENDMENT TO AGREEMENT

### Multi Year Service Contract Agreement: Challenger Sports

This amendment (the “Amendment”) dated October (month) 31 (day), 2024 is made by the City of Bentonville, Arkansas (“City”) and Challenger Sports, parties to the Multi-Year Service Contract, for Camp Soccer, dated January 9, 2024 (the “Agreement”).

1. The original Agreement (RFP-23-62 / Ordinance 2024-2) provided for an approximate amount of \$36,780.00 payment for Soccer Camp Instruction.
2. The Agreement is Amended as follows:
  - a. The payment amount for Soccer Camp Instruction shall be anticipated at \$41,000.00 per contract year for a total amount not to exceed \$123,000.00 over the duration of the contract.
3. This Amendment shall be retroactively effective for completed Soccer Camp July 30, 2024.
4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

CONTRACTOR

BY: \_\_\_\_\_  
Stephanie Orman, Mayor

BY: \_\_\_\_\_

Name(printed): \_\_\_\_\_



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AMENDMENT WITH CHALLENGER SPORTS, FOR SOCCER CAMP SERVICES, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-THREE THOUSAND DOLLARS (\$123,000.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, on January 9, 2024, City Council passed Ordinance 2024-2, which authorized the Mayor and City Clerk to enter into an agreement with Challenger Sports for soccer camp services and waived competitive bidding;

**WHEREAS**, due to the success of the soccer camp program and increased participant registration, the contract amount due is higher than originally anticipated; and

**WHEREAS**, this item is funded through program registration fees.

**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 an amended contract agreement with Challenger Sports, in the amount of one hundred twenty-three thousand dollars (\$123,000.00) for soccer camp services;

Section 2 - Severability Provision: If any part of this Ordinance 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 Ordinance 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

|                              |                               |                           |                      |
|------------------------------|-------------------------------|---------------------------|----------------------|
| <b>Council Meeting Date:</b> | 11/12/2024                    | <b>Submitted By:</b>      | Scott Mendenhall     |
| <b>Phone:</b>                | 479-271-3190                  | <b>For Department(s):</b> | Parks and Recreation |
| <b>Email:</b>                | smendenhall@bentonvillear.com |                           |                      |

#### Item Type (Check all that apply)

|                                            |                                                |                                                             |                                           |
|--------------------------------------------|------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award             | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational                      |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Approving the Purchase a Curbtender Quantum 8YD Rear Loader through Sourcewell                                                                                                                                                                      |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution authorizing the purchase of a Curbtender Quantum 8YD Rear Loader from River City Hydraulics Inc. through the participation in the Sourcewell Cooperative, in the amount of \$157,166.00. No budget adjustment is needed.                            |
| <b>Additional Comments for Consideration (Optional):</b> | Use of a cooperative is allowed pursuant to Arkansas State Statute §19-11-249. Purchasing performed an evaluation of Contract No. 110223-CRB, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. |
| <b>Amount for Approval:</b>                              | \$ 157,166.00                                                                                                                                                                                                                                                  |

#### 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 |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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# Memo



To: City Council, Mayor Orman  
Thru: David Wright, Parks and Recreation Director  
From: Scott Mendenhall, Parks Maintenance Manager  
Date: October 24, 2024  
Re: Resolution to purchase a Curbtender\* Quantum 8YD Rear Loader from River City Hydraulics Inc. through participation in the Sourcewell Cooperative, Contract Number 110223-CRB in the amount of \$157,166.00.

---

Parks and Recreation is requesting City Council approval to purchase a 2024 8-yard Curbtender Quantum Rear Loader Trash Truck from River City Hydraulics Inc. through participation in the Sourcewell Cooperative, Contract Number 110223-CRB in the amount of \$157,166.00. This purchase will enable our department to manage waste collection safely and efficiently, reducing the environment for injuries and overall workload. Currently, we manually remove trash from the downtown area and transport it back to the park's maintenance yard, where it is placed in dumpsters serviced by Republic Services.

The trash truck will operate along the A Street Promenade, downtown business fronts and City parks. Given the growth in population and the increase in events and projects, this truck will minimize the need for multiple vehicles, minimize encounters with hazardous waste and reduce trips to the maintenance facility. This will enable our team to focus more on maintaining cleanliness throughout the park system and city rather than repeatedly transporting trash. The selected truck will be equipped with advanced features necessary for efficient waste collection and management, ensuring a high standard of cleanliness.

The compact truck is easy to operate and does not require a CDL to drive. Its size and performance enable it to efficiently pick up residential receptacles and 4-yard dumpsters, compacting trash effectively while navigating tight areas.

If you have any questions regarding this item, please let me know. Please call me at 479-271-3190, or email: [smendenhall@bentonvillear.com](mailto:smendenhall@bentonvillear.com)



# MEMORANDUM

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## PURCHASING OFFICE

**TO:** ADMINISTRATION

**FROM:** Kelsi Frederick, Purchasing Manager

**DATE:** November 12, 2024

**SUBJECT:** The purchase of 8YD Rear Loader

---

The proposed agenda item seeks approval for the Curbtender\* Quantum 8YD Rear Loader from River City Hydraulics Inc. through the participation in the Sourcewell Cooperative, Contract Number 110223-CRB in the amount of \$157,166.

As part of Purchasing's commitment to efficient, cost-effective procurement, we reviewed the multiple Sourcewell options Parks and Recreation provided for this vehicle purchase. The selected quote from River City Hydraulics is approximately \$17,000 under budget and offers a significant savings compared to the nearest Sourcewell competitor's proposal.

Use of a cooperative is allowed pursuant to Arkansas State Statute §19-11-249; Purchasing performed an evaluation of 110223-CRB, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy.

Approval of this purchase will not only provide the Parks and Recreation Department with a high-performing vehicle for waste management operations but also reflects substantial cost savings through competitive cooperative pricing.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

[kfrederick@bentonvillear.com](mailto:kfrederick@bentonvillear.com)



River City Hydraulics, Inc.

PO Box 6033  
Sherwood, AR 72124  
Phone: (501) 835-5230  
Fax: (501) 834-1233

## Purchase Agreement

| Date       | Estimate # |
|------------|------------|
| 10/30/2024 | 22952      |

|                                                                     |
|---------------------------------------------------------------------|
| Name / Address                                                      |
| City of Bentonville<br>1000 SW 14th Street<br>Bentonville, AR 72712 |

|                                                                     |
|---------------------------------------------------------------------|
| Ship To                                                             |
| City of Bentonville<br>401 NE Moberly Lane<br>Bentonville, AR 72712 |

PRICE IS VALID FOR 5 BUSINESS DAYS

| P.O. No.          | Terms                                                                                                           | Rep | Unit Number | Serial Number | VIN         |
|-------------------|-----------------------------------------------------------------------------------------------------------------|-----|-------------|---------------|-------------|
|                   | Due on receipt                                                                                                  | CK  |             |               |             |
| Item              | Description                                                                                                     | Qty | U/M         | Rate          | Total       |
| Curbtender Qua... | Curbtender Quantum 8 YD Rearloader mounted on New and Unused Isuzu NRR Diesel Chassis ( Vin# JALESW164R7303511) | 1   | ea          | 153,166.00    | 153,166.00T |
| Options           | Kick Bar                                                                                                        |     |             | 0.00          | 0.00T       |
|                   | 4,0000 lbs Winch                                                                                                |     |             |               |             |
|                   | Lip and Latch ( Bolt-On)                                                                                        |     |             |               |             |
|                   | Center Mount Tipper Prep                                                                                        |     |             |               |             |
|                   | Perkins D6405 Rotary Tipper ( Single )                                                                          |     |             |               |             |
|                   | Tap-in-Kit                                                                                                      |     |             |               |             |
|                   | Hyd Tank Clean Out & Inspection Port                                                                            |     |             |               |             |
|                   | Hydraulic Tank Shutoff Ball Valve                                                                               |     |             |               |             |
|                   | Rear Riding Steps (std)                                                                                         |     |             |               |             |
|                   | LED Stop/Tail/Turn/Reverse Lighting (Std)                                                                       |     |             |               |             |
|                   | LED Dual Hopper Work Lights                                                                                     |     |             |               |             |
|                   | LED Rear Reverse Flood Lights                                                                                   |     |             |               |             |
|                   | LED Dual Rear Oval Alternating                                                                                  |     |             |               |             |
|                   | LED Dual Front Oval Alternating                                                                                 |     |             |               |             |
|                   | Access Door Interlock, Streetside (Std)                                                                         |     |             |               |             |
|                   | City of Bentonville Sourcewell # 93163                                                                          |     |             |               |             |
|                   | Dual PTO Shut off (Std)                                                                                         |     |             |               |             |
|                   | Driver Alert, Curbside (Std)                                                                                    |     |             |               |             |
|                   | Sub Total                                                                                                       |     |             |               | 153,166.00  |
| SOURCEWELL...     | Sourcewell Discount                                                                                             |     |             | -2,000.00     | -2,000.00T  |
|                   |                                                                                                                 |     |             | 0.00          | 0.00        |
| FREIGHT           | Freight                                                                                                         |     |             | 4,000.00      | 4,000.00T   |

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date \_\_\_\_\_

Print



River City Hydraulics, Inc.

PO Box 6033  
Sherwood, AR 72124  
Phone: (501) 835-5230  
Fax: (501) 834-1233

## Purchase Agreement

| Date       | Estimate # |
|------------|------------|
| 10/30/2024 | 22952      |

|                                                                     |
|---------------------------------------------------------------------|
| Name / Address                                                      |
| City of Bentonville<br>1000 SW 14th Street<br>Bentonville, AR 72712 |

|                                                                     |
|---------------------------------------------------------------------|
| Ship To                                                             |
| City of Bentonville<br>401 NE Moberly Lane<br>Bentonville, AR 72712 |

PRICE IS VALID FOR 5 BUSINESS DAYS

| P.O. No.                                                                                                                                                                              | Terms                                                                                             | Rep | Unit Number | Serial Number                  | VIN       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----|-------------|--------------------------------|-----------|
|                                                                                                                                                                                       | Due on receipt                                                                                    | CK  |             |                                |           |
| Item                                                                                                                                                                                  | Description                                                                                       | Qty | U/M         | Rate                           | Total     |
| Options                                                                                                                                                                               | PDI aand Training<br>City of Bentonville Sourcewell # 93163<br>Curbtender Sourcewell #1102333-CRB |     |             | 2,000.00                       | 2,000.00T |
| All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery. |                                                                                                   |     |             |                                |           |
| Signature _____ Date _____                                                                                                                                                            |                                                                                                   |     |             | <b>Subtotal</b> \$157,166.00   |           |
| Print _____                                                                                                                                                                           |                                                                                                   |     |             | <b>Sales Tax (0.0%)</b> \$0.00 |           |
|                                                                                                                                                                                       |                                                                                                   |     |             | <b>Total</b> \$157,166.00      |           |

All payments made by credit card will be assesed a 4% processing fee. Overdue invoices will be subject to a monthly finance charge of 3%.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO  
ENTER INTO AN AGREEMENT WITH RIVER CITY HYDRAULICS, INC.,  
FOR THE PURCHASE OF A CURBTENDER QUANTUM 8YD REAR  
LOADER, IN THE AMOUNT OF ONE HUNDRED FIFTY-SEVEN  
THOUSAND ONE HUNDRED SIXTY-SIX DOLLARS (\$157,166.00); AND  
FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Parks and Recreation Department requests to enter into an agreement with River City Hydraulics, Inc., for the purchase of a Curbtender Quantum 8YD Rear Loader;

**WHEREAS**, this purchase is through participation in the Sourcewell Cooperative purchasing contract number 110223-CRB;

**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 River City Hydraulics, Inc., for the purchase of a Curbtender Quantum 8YD Rear Loader, in the amount of one hundred fifty-seven thousand one hundred sixty-six dollars (\$157,166.00);

Section 2: As this purchase is being made through a cooperative purchasing contract adhering to State law and the City's Purchasing Policy, competitive bidding is not required;

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

|                              |                            |                           |                     |
|------------------------------|----------------------------|---------------------------|---------------------|
| <b>Council Meeting Date:</b> | 11/12/2024                 | <b>Submitted By:</b>      | Travis Matlock      |
| <b>Phone:</b>                | 479-271-5941               | <b>For Department(s):</b> | Inventory Warehouse |
| <b>Email:</b>                | tmatlock@bentonvillear.com |                           |                     |

#### Item Type (Check all that apply)

|                                               |                                            |                                                   |                                                      |
|-----------------------------------------------|--------------------------------------------|---------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Informational        | <input type="checkbox"/> Bid Award         | <input type="checkbox"/> Enter into an Agreement  | <input type="checkbox"/> Change Order                |
| <input type="checkbox"/> Recognizing Funds    | <input type="checkbox"/> Budget Adjustment | <input checked="" type="checkbox"/> Waiver of Bid | <input checked="" type="checkbox"/> Emergency Clause |
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution        | <input type="checkbox"/> Informational            |                                                      |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Ordinance to Waive Competitive Bids to Order 1/0 Underground Wire                                                                                                                                                                                                                                                                                                              |
| <b>Action Recommendation &amp; Justification:</b>        | Approval of an Ordinance to waive competitive bidding to purchase 1/0 UG Wire from Stuart Irby. Unit Prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Approved by Utility Board 5-0. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | Award is based on the low responsive quote per line item, for estimated totals:<br><br>Irby in the estimated amount of \$449,000.00 plus applicable taxes.<br>Techline is not an authorized distributor of Okonite wire.                                                                                                                                                       |
| <b>Amount for Approval:</b>                              | \$ 449,000.00                                                                                                                                                                                                                                                                                                                                                                  |

#### 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 |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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**City of Bentonville Electric Utilities Department  
15KV Underground Primary Cable  
Quote Form**

| <u>BEUD Inventory Part<br/>Number</u> | <u>Wire Size</u>    | <u>Feet Required</u>        | <u>Price Per Foot Irby</u> | <u>Price Per Foot<br/>Techline</u> | <u>Price Per Foot<br/>AECI</u> |
|---------------------------------------|---------------------|-----------------------------|----------------------------|------------------------------------|--------------------------------|
| 2147                                  | 1/0 Full Neutral AL | 100,000                     | \$4.49                     | \$3.80                             | \$4.57                         |
|                                       |                     | 40 reels @ 2500' on<br>each |                            | vendor does not<br>meet spec       |                                |
|                                       |                     |                             | \$449,000.00               | \$380,000.00                       | \$457,000.00                   |
|                                       |                     |                             |                            |                                    |                                |
|                                       |                     |                             |                            |                                    |                                |
|                                       |                     |                             |                            |                                    |                                |
|                                       |                     |                             |                            |                                    |                                |
|                                       |                     |                             |                            |                                    |                                |
|                                       |                     |                             |                            |                                    |                                |

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH STUART IRBY, FOR 1/0 UNDERGROUND WIRE AT A PER UNIT PRICE, IN THE ESTIMATED TOTAL AMOUNT OF FOUR HUNDRED FORTY-NINE THOUSAND DOLLARS (\$449,000.00) PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Inventory Department requires 1/0 underground wire to provide for Electric Utility installations and projects;

**WHEREAS**, Stuart Irby provided the most responsive quote that was within BEUD specifications;

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

**WHEREAS**, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Stuart Irby, for the purchase of 1/0 underground wire at a per unit price in the amount of four hundred forty-four thousand dollars (\$449,000.00.00), plus applicable taxes;

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

Section 3 - Emergency Clause: 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 and after 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 Provisions: 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

|                              |                            |                           |                     |
|------------------------------|----------------------------|---------------------------|---------------------|
| <b>Council Meeting Date:</b> | 11/12/2024                 | <b>Submitted By:</b>      | Travis Matlock      |
| <b>Phone:</b>                | 479-271-5941               | <b>For Department(s):</b> | Inventory Warehouse |
| <b>Email:</b>                | tmatlock@bentonvillear.com |                           |                     |

#### Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input checked="" type="checkbox"/> Bid Award  | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                     |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to Award Bid #IFB-24-72 to Stuart Irby Company for Electric Materials                                                                                                                                    |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution to award bid IFB-24-72 for Electric Materials to Stuart Irby Company per the unit prices attached. Stuart Irby was the sole bid received. Approved by Utility Board 5-0. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | The City received a late bid submission from Techline, Inc. after the 1:00 PM Bid Opening, which resulted in the bid submission being rejected.                                                                     |
| <b>Amount for Approval:</b>                              | \$ per the unit prices                                                                                                                                                                                              |

#### 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 |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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

Date of Bid Opening:

10/22/2024

Time of Bid Opening:

1:00 PM

IFB-24-72

Solicitation Title: Electric Material

| Bidders:                                                                                                                                        |          |                 |             |                                                                                           | Irby Utilities |
|-------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|-------------|-------------------------------------------------------------------------------------------|----------------|
| Line Item                                                                                                                                       | Quantity | Unit of Measure | BEUD Part # | Description                                                                               | Unit Price     |
| 1                                                                                                                                               | 2        | EA              | 1922        | SWITCHGEAR AIS-9 3PH DEADFRONT CHANCE #A090A2OU - NO SUB                                  | \$25,817.67    |
| 2                                                                                                                                               | 10,000   | FT              | 2183        | WIRE 4/0 TRI-U/G SWEETBRIAR 4/0-4/0-2/0 PHASES MUST BE MARKED - 1000' PER REEL            | \$2.36         |
| 3                                                                                                                                               | 12       | EA              | 1905        | SWITCH FUSE UNIT END FIT SML-20 (PFC) CAT. #3097                                          | \$460.00       |
| 4                                                                                                                                               | 360      | EA              | 1889        | STUD-MNT TRANS CONNECTOR CMC/BMC #N5SC350-61 5/8-11 6 POSTION - NO SUB                    | \$24.90        |
| 5                                                                                                                                               | 200      | EA              | 1042        | ARRESTER LIGHTNING 10KV COOPER #UNS10050A1A1B1A - NO SUB                                  | No Bid         |
| 6                                                                                                                                               | 32       | EA              | 1118        | BRACKET FIBERGLASS MACLEAN #G1MAO118DDB - NO SUB                                          | \$63.70        |
| 7                                                                                                                                               | 400      | EA              | 1154        | CAP PROTECTIVE/INSULATED GROUND ELASTIMOLD #167-DRG NO SUB                                | \$47.61        |
| 8                                                                                                                                               | 200      | EA              | 1370        | CONDUIT STRANDOFF BRKT, 12" ALUMAFORM 9-CSO-12-4WT - ALUMAFORM ONLY NO SUB                | \$58.16        |
| 9                                                                                                                                               | 400      | EA              | 1437        | DEADEND SHOE 3/0 477ACSR SPRING LOAD SIDE OPENING HUBBELL ANDERSON #ADEZ88N ONLY - NO SUB | \$26.69        |
| 10                                                                                                                                              | 450      | EA              | 1449        | ELBOW 1/0 15KV 220 MIL 162LRJS-B-5240 W/T.POINT INSL. DIA. 16.0-23.1 NO SUB               | \$66.17        |
| 11                                                                                                                                              | 24       | EA              | 1470        | ENCLOSURE BURIAL CONCAST 200 AMP 3PH. LID FIBERCRETE MOUNTING PAD LID FC-37-73-2-3PH-1    | \$639.91       |
| 12                                                                                                                                              | 20       | EA              | 1473        | ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD, 3PH FC39-75-36-3PH                           | \$797.79       |
| 13                                                                                                                                              | 200      | EA              | 1499        | FAULT INDICATOR UNDERGROUND LOAD TRKR LM #29-6114-0F8 NO SUB                              | \$238.65       |
| 14                                                                                                                                              | 24       | EA              | 1456        | ELBOW DEADFRONT 750TR/XLP 15KV 220MIL K655LRM-0380 YELLOW OR ORANGE LUG FOR 750 WIRE      | \$271.10       |
| 15                                                                                                                                              | 6        | EA              | 1557        | FUSE S&C SMU-20 200K CAT NO. 702200                                                       | \$178.00       |
| 16                                                                                                                                              | 250      | EA              | 1524        | FUSE CUTOUT 100AMP POLYMR-MPS #SC15-H-G-1-10-B-D90 NO SUB                                 | \$174.24       |
| 17                                                                                                                                              | 200      | EA              | 1617        | HOTLINE CLAMP COP-ALUM CHANCE #S1530AC NO SUB                                             | \$17.11        |
| 18                                                                                                                                              | 400      | EA              | 1627        | INSULATOR PIN F-NECK MCLEAN #DP55-4 NP21D8/GAMMA PT8196GR                                 | No Bid         |
| 19                                                                                                                                              | 265      | EA              | 1634        | INSULATOR SUSPEN/DEADEND OHIO BRASS #401015-0215                                          | \$18.92        |
| 20                                                                                                                                              | 100      | EA              | 1636        | KADDAS KE-1068BGR FUSE CUTOUT COVER - NO SUB                                              | \$20.77        |
| 21                                                                                                                                              | 75       | EA              | 1656        | LOADBREAK JUNC 4-POINT ELAST#164J4-5 W/STRAPS                                             | \$282.43       |
| 22                                                                                                                                              | 300      | EA              | 1711        | PIN SADDLE CHANGE 14322 OR MALEAN J3322Z                                                  | \$33.24        |
| 23                                                                                                                                              | 200      | EA              | 1716        | PLUG STAND OFF ELASTIMOLD #161SOP                                                         | \$61.29        |
| The City received a late bid submission from Techline, Inc. after the 1:00 PM Bid Opening, which resulted in the bid submission being rejected. |          |                 |             |                                                                                           |                |
| <a href="mailto:purchasing@bentonvillear.com">purchasing@bentonvillear.com</a> - (479) 271-3115                                                 |          |                 |             |                                                                                           |                |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDDING BID IFB-24-72, TO STUART IRBY COMPANY, FOR ELECTRIC MATERIALS, PER THE UNIT PRICES ATTACHED; PLUS APPLICABLE TAXES; AND FOR OTHER PURPOSES.**

**WHEREAS**, Stuart Irby Company was the sole bid received for bid IFB-24-72;

**WHEREAS**, this agreement covers various electric materials per the unit prices and estimated quantities attached, plus applicable taxes; and

**WHEREAS**, this will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into agreements with Stuart Irby Company, the sole responsive bidder for certain electric materials pursuant to IFB-24-72;

Section 2: The estimated contract costs are per the unit prices and estimated quantities attached, plus applicable taxes;

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

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

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Malorie Marrs, CITY CLERK**



# City of Bentonville, Arkansas Agenda Item Form

## Item Details

|                              |                            |                           |                     |
|------------------------------|----------------------------|---------------------------|---------------------|
| <b>Council Meeting Date:</b> | 11/12/2024                 | <b>Submitted By:</b>      | Travis Matlock      |
| <b>Phone:</b>                | 479-271-5941               | <b>For Department(s):</b> | Inventory Warehouse |
| <b>Email:</b>                | tmatlock@bentonvillear.com |                           |                     |

## Item Type (Check all that apply)

|                                            |                                                |                                                  |                                           |
|--------------------------------------------|------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input checked="" type="checkbox"/> Bid Award  | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational           |                                           |

## Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                               |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to Award Bid #IFB-24-73 to M & K Imports for Wood Poles                                                                                                                                            |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution to award bid IFB-24-73 Wood Poles to M&K Imports in the amount of \$65,750.00 plus applicable taxes. M&K was the sole bid received. Approved by Utility Board 5-0. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                                                                               |

|                             |                                    |
|-----------------------------|------------------------------------|
| <b>Amount for Approval:</b> | \$ 65,750.00 plus applicable taxes |
|-----------------------------|------------------------------------|

## Budget Impact

|                               |                                                                                                                                                     |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Is this Item Budgeted?</b> | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> ITEM HAS NO COST <input type="checkbox"/> 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 |
| Account Number (ORG-OBJECT) | Account Description | Expense | Revenue |

## Fund(s) Impacted

(check all that apply)

|                                       |                                       |                                      |                                          |
|---------------------------------------|---------------------------------------|--------------------------------------|------------------------------------------|
| <input type="checkbox"/> General Fund | <input type="checkbox"/> Utility Fund | <input type="checkbox"/> Street Fund | <input type="checkbox"/> Other(s): _____ |
|---------------------------------------|---------------------------------------|--------------------------------------|------------------------------------------|

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



## CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

### FORMAL SEALED BID TABULATION

|                      |          |                      |         |                         |           |
|----------------------|----------|----------------------|---------|-------------------------|-----------|
| Date of Bid Opening: | 10/22/24 | Time of Bid Opening: | 1:15 PM | Solicitation ID Number: | IFB-24-73 |
|----------------------|----------|----------------------|---------|-------------------------|-----------|

Solicitation Title: Wood Distribution Poles

| Bidders:        |                   |              |                           | M&K Imports LLC |                |
|-----------------|-------------------|--------------|---------------------------|-----------------|----------------|
| Line Item       | Quantity Required | Height/Class | Description               | Unit Price      | Extended Price |
| 1               | 20                | 40/3         | BEUD Inventory Part #1721 | \$477.00        | \$9,540.00     |
| 2               | 48                | 45/3         | BEUD Inventory Part #1724 | \$566.00        | \$27,168.00    |
| 3               | 36                | 50/1         | BEUD Inventory Part #1725 | \$807.00        | \$29,052.00    |
| Total Bid Price |                   |              |                           | \$65,760.00     |                |

purchasing@bentonvillear.com - (479) 271-3115

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDDING BID IFB 24-73 TO M&K IMPORTS, FOR THE PURCHASE OF WOOD POLES, IN THE AMOUNT OF SIXTY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$65,750.00), PLUS APPLICABLE TAXES; AND FOR OTHER PURPOSES.**

**WHEREAS**, M&K Imports was the sole qualified bidder for bid IFB-24-73;

**WHEREAS**, this contract covers the purchase of wood poles that will be ordered on an ‘as needed’ basis; 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 a contract with M&K Imports, for the purchase of wood poles, in the amount of sixty-five thousand seven hundred fifty dollars (\$65,750.00), plus applicable taxes;

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

|                              |                            |                           |                |
|------------------------------|----------------------------|---------------------------|----------------|
| <b>Council Meeting Date:</b> | 11/12/2024                 | <b>Submitted By:</b>      | Travis Matlock |
| <b>Phone:</b>                | 479-271-5941               | <b>For Department(s):</b> | Electric       |
| <b>Email:</b>                | tmatlock@bentonvillear.com |                           |                |

#### Item Type (Check all that apply)

|                                               |                                                       |                                                             |                                                      |
|-----------------------------------------------|-------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Informational        | <input type="checkbox"/> Bid Award                    | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order                |
| <input type="checkbox"/> Recognizing Funds    | <input checked="" type="checkbox"/> Budget Adjustment | <input checked="" type="checkbox"/> Waiver of Bid           | <input checked="" type="checkbox"/> Emergency Clause |
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution                   | <input type="checkbox"/> Informational                      |                                                      |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Ordinance Waiving Competitive Bidding and Entering into an Agreement with PTTI                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Action Recommendation &amp; Justification:</b>        | An ordinance waiving competitive bidding and entering into an agreement with PTTI to purchase a new transformer for Substation A for \$2,148,915.22 including taxes. This cost is the total for the transformer, spare bushings and gaskets, and a 5-yr. warranty. There is \$1,747,500.00 remaining in the 2024 budget to fund this purchase. The difference will be funded by Utility Fund reserves. Approved by Utility Board 5-0. A budget adjustment is needed.                           |
| <b>Additional Comments for Consideration (Optional):</b> | The transformer was sent out for bid under IFB-24-47 but received "no bids". In accordance with Section 4.1 of the City's Purchasing Policy, a formal bid process was conducted to secure a vendor for this purchase. Despite providing ample time for submissions, we received no bids, likely due to current market volatility and extended lead times affecting suppliers in this industry. Given these conditions, we believe that re-advertising would neither be practical nor feasible. |
| <b>Amount for Approval:</b>                              | \$ 2,148,915.22                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

#### Budget Impact

Is this Item Budgeted? ☒ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: Need BA due to total cost

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

|                             |                     |               |         |
|-----------------------------|---------------------|---------------|---------|
| 503010-47210                | Plants and Building | \$ 401,415.22 | \$      |
| Account Number (ORG-OBJECT) | Account Description | Expense       | Revenue |
|                             |                     | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description | Expense       | Revenue |
|                             |                     | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description | Expense       | Revenue |
|                             |                     | \$            | \$      |
| Account Number (ORG-OBJECT) | Account Description | Expense       | Revenue |

#### Fund(s) Impacted

(check all that apply)

☐ General Fund ☒ Utility Fund ☐ Street Fund ☐ Other(s):

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



# MEMORANDUM

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## PURCHASING OFFICE

**TO:** ADMINISTRATION

**FROM:** Kelsi Frederick, Purchasing Manager

**DATE:** November 12, 2024

**SUBJECT:** The purchase of Power Transformer

---

Purchasing is requesting City Council approval for the one-time purchase and delivery of a power transformer and associated accessories for the City of Bentonville Electric Department. This equipment is essential for maintaining service reliability and meeting the City's increasing electrical demands.

In accordance with Section 4.1 of the City's Purchasing Policy, a formal bid process was conducted to secure a vendor for this purchase. Despite providing ample time for submissions, we received no bids, likely due to current market volatility and extended lead times affecting suppliers in this industry. Given these conditions, we believe that re-advertising would neither be practical nor feasible in ensuring timely procurement and delivery of the transformer.

Therefore, we propose to proceed with the acquisition through a direct purchase to avoid further delays and potential service interruptions. Approval from City Council is required to authorize this one-time purchase under these exceptional circumstances.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

[kfrederick@bentonvillear.com](mailto:kfrederick@bentonvillear.com)





## ***Pennsylvania Transformer Technology, LLC***

30 Curry Avenue • Canonsburg, Pennsylvania 15317-0440

Phone: (724) 873-2100 • Fax: (724) 873-2113



October 29, 2024

City of Bentonville, AR

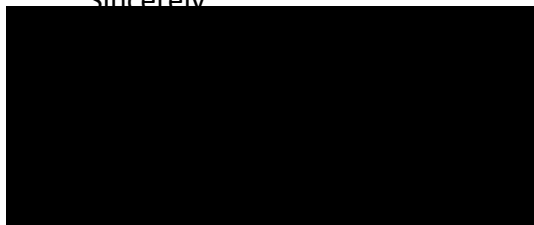
RE: RFQ No. IFB-24-47  
Power Transformer

We are enclosing our proposal P29956 as invited by the referenced inquiry.

We appreciate this opportunity to quote on your transformer requirements and hope that you will find our proposal to be clear, concise, and competitive. If you have any questions, you may contact us directly at [marketing@patransformer.com](mailto:marketing@patransformer.com).

**Please Note:** In the event of and upon receipt of a purchase order, it is understood that this proposal takes precedence over RFQ documents where conflict exists and all exception and qualifications contained herein have been read and accepted by the customer.

Sincerely



Attachments



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING DEPARTMENT  
ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> STREET BENTONVILLE, AR 72712  
(479)-271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

## EXECUTION OF QUOTE PAGE (REQUIRED)

Upon signing this Quote, the Vendor certifies that he/she has read and agrees to the requirements set forth in this proposal including specifications, conditions and pertinent information regarding the articles being Quoted on, and agrees to furnish these articles at the prices stated. All information on this page must be completed. \*per attached

Name of Firm: PTT Phone Number: 724-873-2100

30 Curry Ave.

Business Address (Full Street/City/State/Zip): Canonsburg, PA 15317

Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): X Yes    No

Name of Contact Person: Kirk Karanza Email: kkaranza@patransformer.com

Signature of Authorized Person: [Redacted Signature] Date: 10-29-24

Printed or Typed Name: Kirk Karanza Title: Proposal Engineer

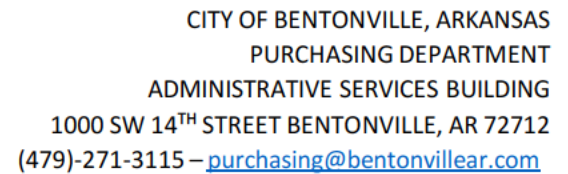
Arkansas Contractor's License Number: N/A (Not required)

Sales or Use Tax ID Number: 31-1226999

Bid Bond Included:    Yes X No (~~Required~~)

*[This space has been intentionally left blank]*





The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. Alternate or extended delivery dates may be considered when in the best interest of the City.

**Delivery Address:** 540 SE A Street, Bentonville, AR 72712

**X One-Time Order Item(s) Delivery Specified Date(s)**

*The City will process payment for the item(s) as quoted once items within the Purchase Order have been delivered and approved for payment.*

Vendors are required to verify that the following required documents and bonds have been included with their quote submission or will be furnished when due.

Page 109 of 284

**PROPOSAL SUMMARY**  
for  
CITY OF BENTONVILLE, ARKANSAS  
**COB-2024-1M – QUOTE SCHEDULE NO. 1 – SH. 1**

Vendor: PTT

**1. PERSONNEL CONTACTS:**

Proposal: Kirk Karanza  
Name  
724-873-2100  
Phone  Fax   
kkaranza@patransformer.com  
Email

Contract: TBD  
Name  
  
Phone  Fax   
  
Email

Design & Construction: TBD  
Name  
  
Phone  Fax   
  
Email

Shipping & Delivery: TBD  
Name  
  
Phone  Fax   
  
Email

# PROPOSAL SUMMARY

for

CITY OF BENTONVILLE, ARKANSAS

## COB-2024-1M – QUOTE SCHEDULE NO. 1 – SH. 2

VENDOR: PTT

The Vendor shall furnish the equipment as specified herein for the following firm amounts.

### 2. PRICING:

TABLE A

| ITEM                                                                         | QUAN | UNIT PRICE          |
|------------------------------------------------------------------------------|------|---------------------|
| POWER TRANSFORMER, 18/24/30 MVA (65C),<br>67-12.47 kV PER SPEC *per attached | 1    | \$ <u>1,628,733</u> |
| FULL TEMPERATURE RISE TEST, PER TRANSFORMER                                  | 1    | \$ <u>7500</u>      |
| AUDIBLE SOUND TEST, PER TRANSFORMER                                          | 1    | \$ <u>7500</u>      |
| SHIPPING/DELIVERY DDP TRANSFORMER FOOTING                                    | 1    | \$ <u>111700</u>    |
| ON-SITE ASSEMBLY AND TESTING                                                 | 1    | \$ <u>79500</u>     |
| SFRA TEST-FIELD, AFTER ASSEMBLY & TESTING, PER<br>TRANSFORMER                | 1    | \$ <u>10000</u>     |
| TOTAL OF TABLE A:                                                            |      | \$ <u>1,844,933</u> |

TABLE B

|                           |   |                 |
|---------------------------|---|-----------------|
| SPARE GASKET SET, PER SET | 1 | \$ <u>12500</u> |
| SPARE HV BUSHING, EACH    | 1 | \$ <u>5200</u>  |
| SPARE XV BUSHING, EACH    | 1 | \$ <u>3800</u>  |
| SPARE X0 BUSHING, EACH    | 1 | \$ <u>3800</u>  |
| TOTAL OF TABLE B:         |   | \$ <u>25300</u> |

TOTAL QUOTE PRICE (SUM OF TABLE A):

\$ 1,844,933

TOTAL QUOTE PRICE IN WORDS:

one million eight hundred forty-four thousand nine hundred thirty-three

DOLLARS AND 00 CENTS

**PROPOSAL SUMMARY**  
for  
CITY OF BENTONVILLE, ARKANSAS  
**COB-2024-1M – QUOTE SCHEDULE NO. 1 – SH. 3**

**BIDDER:** PTT

The Award will be based on the pricing submitted by Vendor in the 'TABLE A' Section of the Quote Schedule. The 'Table B' Section shall not be included in the Total Quoted Price; however, this pricing shall dictate the cost for these items or services as needed.

**3. PROJECT MILESTONE SCHEDULE:**

**Quote Schedule No. 1:**

|            |                                                                             |
|------------|-----------------------------------------------------------------------------|
| <u>24</u>  | Weeks ARO for mechanical approval drawings                                  |
| <u>24</u>  | Weeks ARO for electrical approval drawings                                  |
| <u>2</u>   | Weeks for resubmittal of returned, marked approval drawings                 |
| <u>44</u>  | Weeks after return of final approved drawings to manufacture, ready to test |
| <u>46</u>  | Weeks to test and submit initial report                                     |
| <u>48</u>  | Weeks following Owner's approval to ship to prepare for shipment            |
| <u>TBD</u> | Weeks for shipment to destination                                           |
| <u>TBD</u> | Weeks following delivery to assemble (if option accepted by Owner)          |
| <u>TBD</u> | Weeks following assembly for on-site testing (if option accepted by Owner)  |



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING DEPARTMENT  
ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> STREET BENTONVILLE, AR 72712  
(479)-271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

## QUOTE DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, have visited the actual location of the work (when applicable), and, if applicable, of supply, has satisfied themselves as to all quantities and conditions, and under the terms of the proposal, they waive all right to pleas of any misunderstanding regarding the same.

Company Name: PTT By (Authorized Person's Signature) \_\_\_\_\_

Printed Name and Title: Kirk Karanza, Proposal Engineer

Date: 10-29-24

State of incorporation (required if Company is a corporation): Delaware

Full names of all partners (required if Company is a partnership): N/A





CITY OF BENTONVILLE, ARKANSAS  
PURCHASING DEPARTMENT  
ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> STREET BENTONVILLE, AR 72712  
(479)-271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

## NON-COLLUSION AFFIDAVIT

QUOTE INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE QUOTE

State of Pennsylvania

County of Washington

I Kirk Karanza (Printed Name of Authorized Representative/Agent)  
of lawful age, being first duly sworn, on oath says that:

1. They are the duly authorized representative/agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;
2. They are fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Bids;
3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;
  - a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;
  - b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;
  - d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

*To be completed by Company (Authorized Representative)*

Signature of Authorized Representative/Agent: \_\_\_\_\_

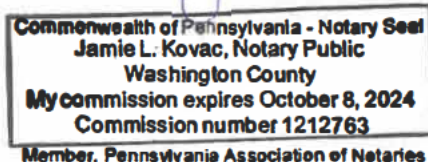
Title (of Authorized Representative/Agent): Proposal Engineer

*To be completed by Notary (include Seal):*

Subscribed and sworn before me this: 19 day of September, 20 24

Notary Public Signature: \_\_\_\_\_ My commission expires: October 8, 2024

Seal:





## Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: PTT

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

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OR

X Check this box if there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.

KK Initials

## INDEX

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## PRICE AND DELIVERY

### 1. PRICE

| ITEM | QTY | MVA                | PHASE | HZ | VOLTAGE       | PRICE EACH (USD) |
|------|-----|--------------------|-------|----|---------------|------------------|
| 1    | 1   | 18/24/30           | 3     | 60 | 67Δ-12.47Y kV | \$1,740,433      |
|      |     | ONAN/ONAF/ONAF     |       |    | LTC           |                  |
| 1a   | 1   | Assemble/Fill/Test |       |    | Adder         | \$79,500         |

- \* If a 5-year warranty is required, please add 5% to the base price.
- \* Pricing does not include letter of credit or bonds of any kind

### 2. FREIGHT AND FOB TERMS

The quoted price is for delivery of the specified equipment F.O.B. Pad via TRUCK with freight prepaid to Bentonville, AR. **Unloading is included. Assembly, vacuum filling, and field testing are not included in the base price (see above adder). As unloading onto pad is included, PTT assumes free and complete access to the pad.**

**NOTE:** Truck shipment to destination is limited to sites that are accessible by the vehicle in which the unit is shipped from the factory. Seller assumes no liabilities for any structures that require relocation or reinforcement in order to reach said destination.

### 3. SHIPPING DETAILS

Radiators, arresters, arrester brackets, and bushings will be removed for shipment. The unit will be sealed with a positive pressure of dry air for shipment. If oil is included in this contract, it will be delivered to the jobsite via tank truck. PTT will not be responsible for demurrage charges after 2 hours. Oil has to be off-loaded within 2 hours of delivery. In case of delays, a detention of \$120/hour will apply.

### 4. SHIPPING SCHEDULE (Exception to RFQ)

The proposed transformer will be scheduled to ship 70-74 weeks or sooner after receipt of a purchase order subject to prior sale. Unit will be manufactured at Raeford, NC factory.

### 5. LATE RECEPTION BY THE COMPANY - STORAGE

If at the scheduled delivery date notified by the Seller to the Company, the Company is unable or unwilling to take delivery for any reason and if the Company so requests in writing, the Seller may accept to arrange for Storage of the Equipment/Material at the Company's risk. In such an event, the Company shall pay the Seller for all costs incurred by such storage and shall pay for the goods at the scheduled delivery dates, as provided for in the Contract/Purchase Order, as if the Equipment/Material had been delivered.

**PENNSYLVANIA TRANSFORMER TECHNOLOGY, INC.  
STANDARD TERMS AND CONDITIONS OF SALE**

ALL QUOTATIONS, ACKNOWLEDGEMENTS AND/OR INVOICES FOR EQUIPMENT AND SERVICES ARE SUBJECT TO THE EXACT TERMS AND CONDITIONS APPEARING ON THE FACE AND REVERSE SIDE HEREOF AND THE TERMS AND CONDITIONS THAT APPEAR IN SELLER'S CURRENT CATALOG WHICH RELATE TO THAT EQUIPMENT AND SERVICES.

IMPORTANT: NO RETURNS ACCEPTED WITHOUT OUR AUTHORIZATION AND SHIPPING INSTRUCTIONS.

1. IF LOSS AND/OR DAMAGE IS DISCOVERED, DEMAND AN INSPECTION REPORT IMMEDIATELY, REGARDLESS OF YOUR OPINION AS TO THE CAUSE.
2. ARRANGE PROMPTLY TO FILE CLAIM AGAINST THE CARRIER.

**General:** These Terms and Conditions of Sale shall apply to all sales of equipment and services by Pennsylvania Transformer Technology, Inc., a corporation of the State of Delaware. As used herein, "Seller", "we", "our" shall refer to Pennsylvania Transformer Technology, Inc.

**Offer and Acceptance:** Seller's quotation or acknowledgement constitutes Seller's offer to sell solely in accordance with the exact terms hereof, and supersedes all previous written and oral quotations, representations and/or agreements. Acceptance can be made by any commercially reasonable means, including Buyer's issuance of an order, acceptance of equipment sold or services provided hereunder, acknowledgement or return of Seller's acknowledgement form, or by electronic transmission. Acceptance hereof by Buyer is expressly limited to the exact terms hereof. If Buyer shall use its own purchase order or other form to order from Seller, such form shall be used for convenience only and shall evidence Buyer's unconditional agreement to these terms and conditions. Any inconsistent or additional terms or conditions contained therein are expressly objected to by Seller. Quotations must be accepted within thirty (30) days from date of quotation. Prices quoted may be withdrawn or changed by Seller at any time prior to receipt of acceptance by Seller. All orders are subject to Government Priorities.

**Modifications:** No salesman or other party is authorized to bind Seller by any agreement, warranty, statement, promise, or understanding not contained herein, and no modifications of these terms and conditions shall be binding on Seller unless the same are approved in writing by an Executive Officer, Product Marketing Manager, or Service Manager of Seller.

**Waiver:** The waiver by Seller of any term, provision, or condition hereof shall not constitute a waiver of any other term, provision, or condition hereof, nor shall such waiver be deemed a waiver of a subsequent breach of the same term or condition.

**Discrepancies in Take-Offs:** Seller's quotation may be based on Seller's interpretation of plans and specifications submitted to Seller by Buyer. In such situations, Buyer shall review Seller's quotation both as to quantities and specifications of material listed. Any discrepancies should be called to Seller's attention immediately, so any change, if necessary, can be made. Seller shall not be liable to Buyer for any damage resulting from any discrepancies which Buyer fails to call to Seller's attention.

**Corrections After Acceptance:** After acceptance by Buyer, quotations are subject to change by Seller for correction of stenographic or clerical errors. Seller shall immediately notify Buyer of any such corrections, and Buyer may thereafter revoke acceptance within ten (10) days of receipt of notice of such corrections. Failure of Buyer to revoke its acceptance within such period shall constitute acceptance of Seller's changes.

**Changes in Specifications:** If Buyer desires changes or revisions in specifications upon [which] Seller's quotation is based, such changes or revisions shall be charged to and paid for by Buyer at Seller's applicable rates therefor, and the time for performance on the part of the Seller shall be extended to cover time lost and/or additional work involved and time required for making any such requested changes and/or revisions.

**Terms of Payment:** Net -- Thirty (30) days from the date of invoice. All accounts are payable in U.S.A. funds at par. Any invoices not paid when due shall be subject to a late charge at the rate of 1-1/2% per month or the highest rate allowable by law, if lower. Should it be necessary for Seller to institute formal proceedings to collect any past due amounts from Buyer, Seller shall be entitled to recover its attorney's fees and other costs associated with the proceedings.

If shipment is delayed by any cause for which Seller is not responsible or which is beyond Seller's reasonable control, the date of completion of the equipment, or any part thereof, shall be regarded as the date of shipment thereof, and an invoice will be issued accordingly. Equipment held for Buyer shall be at Buyer's risk and expense.

Seller's acceptance of orders and shipments and delivering shall be subject to approval of Seller's Credit Department. If, in the sole judgment of Seller, the financial condition of Buyer at time prior to delivery does not justify the continuance of work to be performed by Seller hereunder on the terms of payment agreed upon, Seller may require full or partial payment in advance or cancel any order then outstanding and receive reimbursement for Seller's reasonable and proper cancellation charges. Title to and right to possession of (but not risk of loss to) any material sold hereunder remains in Seller and remains personal property until all payments therefor are made in full by Buyer, and the Buyer agrees to do all acts necessary to protect such right and title. In the event of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, Seller shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate, and Seller shall receive reimbursement for its reasonable and proper cancellation charges. The rights of Seller under this paragraph are cumulative and in addition to all rights available to the Seller at law or in equity. Any and all destination demurrage charges and detention or unloading are Buyer's responsibility.

**Delivery and Risk of Loss:** Unless otherwise specifically stated herein, delivery and prices are f.o.b. Seller's shipping point. Buyer shall assume all risk of loss and damage in transit and shall be liable for costs such as demurrage or detention after equipment has left our loading dock or area.

**Taxes:** Seller's prices do not include sales, use, excise, or other taxes applicable to the equipment or the sale or use thereof. All such taxes, if any, shall be paid by Buyer and may be added to the invoice, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

**Shipment/Force Majeure:** Shipment dates are computed from the date Seller receives acceptance with complete specifications and/or drawing approvals as required. Shipping dates are approximate. Pennsylvania Transformer Technology Inc "PTTI" shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including, but not limited to, acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government regulations, insurrection or riot, epidemic, pandemic (including coronavirus (COVID-19)), embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production. Each shipment shall constitute a separate sale, and Buyer's failure to take one or more deliveries shall not constitute cause for cancellation by Buyer. If Buyer is in default of any payments to Seller on this or any other contract, Seller may withhold shipment on this and any other contract.

**Inspection, Acceptance:** Quotations and acceptances are made on the basis that where Buyer is to inspect, inspection and acceptance of equipment shall be made at Seller's factory prior to shipment.

**Limited Warranty:** Seller warrants to Buyer only, that the goods delivered hereunder will be free from defects in material or workmanship when used and installed in accordance with the Seller's applicable operating instructions and will be the kind and quality specified in the contract.

This warranty shall apply only to defects appearing within one (1) year from date of shipment by Seller. If Seller installs the equipment or supplies technical direction of installation by contract, the warranty shall be for a period of one (1) year from date of completion of field erection, but not exceeding eighteen (18) months from date of shipment. The furnishing of warranty services hereunder shall not extend the warranty period on the equipment furnished hereunder.

Seller shall, in complete fulfillment of its liabilities under this warranty and if given prompt notice by Buyer, correct, by repair or replacement at Seller's option, f.o.b. its factory, any defect which shall appear under proper and normal use of its equipment within one (1) year after date of shipment or within one (1) year after the completion of field erection of the equipment if Seller install the equipment or supplies technical direction of installation by contract, but not exceeding eighteen (18) months from date of shipment. Unless otherwise agreed to in contract with Buyer, Seller shall not be liable for costs of equipment removal, costs for transporting repaired equipment or replacement equipment to site and reinstalling equipment.

The liability of Seller under this warranty (except as to title), or for any loss or damage to equipment, whether the claim is based in contract, in tort (including negligence and strict liability), or otherwise, shall not exceed the cost of correcting defects in the equipment as herein provided, and upon the expiration of the warranty period, all of Seller's liability shall terminate. The foregoing shall constitute the exclusive remedy of Buyer and the exclusive liability of Seller except as may be noted below.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, OR STATUTORY (EXCEPT AS TO TITLE). SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SELLER DOES NOT WARRANT ANY EQUIPMENT OF OTHER MANUFACTURERS DESIGNATED BY BUYER.

**Supervision of Installation:** Unless otherwise provided for by agreement between Seller and Buyer, Seller will neither install nor supervise the installation of the equipment, but the same shall be done by and at the expense of Buyer.

**Tests:** The conditions of any test of any equipment shall be mutually agreed upon by Seller and Buyer, and Seller shall be notified of, and may be represented at, all tests that may be done.

**Protection Against Infringement:** In the event any equipment manufactured by Seller is to be made in accordance with drawings, samples, or manufacturing specifications designated by Buyer, Buyer agrees to indemnify and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from the design, distribution, manufacture or use of the equipment or arising from a claim that such equipment furnished to Buyer by Seller, or the use thereof, infringes any letters patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

In the event any equipment is not to be made in accordance with drawings, samples, or manufacturing specifications designated by Buyer, but rather is the design of Seller, and the equipment has not been modified by Buyer or its customers, Seller agrees to hold Buyer and its customers harmless against any damages awarded by a court of final jurisdiction in any suit or suits for the infringement of any United States letters patent by reason of the sale or use of such equipment furnished by Seller under this agreement, provided that Seller is notified promptly in writing of any claim or suit and is permitted to assume the full direction and control of the defense against such a claim and of any suit brought thereon and is given authority, information and assistance by Buyer (at Seller's expense) for such defense and authority to settle. In case any judgment rendered in such suit shall become final (beyond right of appeal), and where Buyer has complied with the foregoing provisions of this paragraph to Seller's satisfaction, Seller agrees to pay all damages and costs thereby awarded against Buyer. If, subject to the above limitations, Seller agrees to a settlement or compromise preventing, or is otherwise enjoined from, further manufacture, use or sale of the equipment, or any part thereof in a suit in which the equipment, or any part thereof, is finally held to constitute an infringement, Seller shall have the right at its own expense either (a) to procure for the Buyer rights to the patent, or (b) to modify or replace said equipment with non-infringing equipment accomplishing the same purposes as the replaced equipment, or (c) to withdraw such equipment and refund to the Buyer the purchase price thereof, Buyer's remedies for damages resulting from the infringement or claimed infringement of any patent by the equipment are exclusively limited to the provisions of this paragraph.

**Exclusivity of Remedy and Limitation of Liability:** Seller's liability for any claim of any kind (except "Protection Against Infringement"), whether in contract or in tort (including negligence and strict liability) shall not exceed the purchase price of equipment or services furnished, or the portion thereof which gives rise to the claim. In the event that Buyer claims that Seller has breached any of its obligations with respect to the equipment, Seller may request the return of the equipment and tender to Buyer the purchase price paid therefor by Buyer and [in] such event, Seller shall have no further obligation under the contract with Buyer except to refund such purchase price upon redelivery of the equipment. If Seller so requests the return of the equipment, the equipment shall be redelivered to Seller in accordance with the Seller's instructions at Seller's expense. THE REMEDIES PROVIDED FOR IN THIS SECTION AND THE SECTION ENTITLED "LIMITED WARRANTY" SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST SELLER FOR BREACH OF ANY OF SELLER'S OBLIGATIONS UNDER THE CONTRACT WITH BUYER, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, DECEIT, FRAUD, MISREPRESENTATION, OR OTHERWISE. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) AND INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OF EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, IN AND OUT COSTS, OR CLAIMS OF CUSTOMERS OF BUYER FOR SUCH DAMAGES. ANY ACTION AGAINST SELLER UNDER THIS CONTRACT MUST BE COMMENCED WITHIN ONE (1) YEAR OF ACCRUAL OF THE CAUSE OF ACTION.

**Special Containers:** In the event Seller furnishes material requiring containers (such as oil barrels, drums, reels, etc.) or tarpaulins or other special covering, an extra charge will be made for such containers or coverings, and Buyer shall pay the amount thereof, but if specifically agreed upon at the time of purchase, Seller will refund such amount if Buyer returns such containers and/or coverings, in good condition, at Buyer's expense, charges prepaid by Buyer, within four months from the original shipment date, to the proper receiving point designated by Seller, and Buyer promptly forwards an invoice or memorandum and necessary shipping documents to Seller.

**Assignment:** Buyer shall not assign this contract, or any rights therein, without the written consent of Seller.

**Other Laws:** Any clause required to be included in a contract of this type by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein. Seller represents that with respect to the production of the articles and/or the performance of the services covered hereunder, it has fully complied with Section 12(A) of the Fair Labor Standards Act of 1938, as amended. Acceptance and execution of orders accepted by reason of any law or administrative regulation having the effect of law, or in order to carry out the intent or purpose of any such law or regulation or to acquiesce in a request by a government agency or official thereof, or contingent upon the continuation in effect of such law, regulation or request, may be cancelled by Seller upon the expiration or withdrawal of such law, regulation or request, provided, however, that Seller, at its option, may complete such order.

**Cancellation:** Buyer's acceptance of Seller's offer may, upon fifteen (15) days notice in writing, be cancelled by Buyer, in whole or in part, but in no event any later than ninety (90) days prior to the date scheduled for shipment of the particular equipment for which cancellation is desired, and only upon the written consent of Seller and upon terms providing for payment to Seller of a cancellation charge satisfactory to it which shall take into proper account the work already done, facilities and material acquired, and/or commitments made by Seller, together with Seller's lost profits. Cancellation policies may also vary by specific product lines or types of equipment. Buyer should refer to those policies, as applicable.

Seller may cancel this contract with Buyer if Buyer's payments are in default hereunder or on any other contract with Seller, if Buyer breaches any other material provision of this contract, or if substantial changes occur in the availability to Seller of raw materials or components.

**Returned Material:** Material returned for credit or replacement will be accepted by Seller only if a written return authorization and related instructions have previously been obtained by Buyer from Seller's manufacturing location. Only standard products of current design, regularly carried in Seller's stock, and in saleable condition will be accepted for credit.

**Penalty or Liquidated Damages/Premiums for Early Shipment:** Orders from Buyer which include a penalty or liquidated damage clause will not be honored by Seller unless Seller has specifically accepted the clause in writing. In appropriate cases, Seller may request from Buyer a price premium for shipments made prior to Buyer's requested shipping date.

**Governing Law:** All matters relating to the interpretation and effect of these Terms and Conditions of Sale and any authorized changes, modifications or amendments thereto shall be governed by the laws of the Commonwealth of Pennsylvania.

**Complete Agreement:** The complete agreement between Seller and Buyer is contained herein and in the applicable terms and conditions that appear in the Seller's current catalog, and no additional or different terms or conditions stated by Buyer shall be binding upon Seller unless agreed to in writing. No course of dealing or usage of trade shall be relevant to supplement or explain any terms used in this agreement.

## PRICE AND DELIVERY

### 6. **BID VALIDITY (Exception to RFQ)**

This proposal is subject to acceptance within 30 days from the date of this proposal.

### 7. **PRICING & TERMS OF PAYMENT (Exception to RFQ)**

Payment shall be in US Dollars only. Due to the ongoing and dynamic cost developments for raw materials (e.g. metal), packaging material, logistics, etc., we reserve the right to adjust the prices for deliveries as of 1-1-22. PTT offers the following payment options.

- **OPTION 1** - PTT offers firm pricing with payment terms of 50% of contract price due upon order, 25% of the contract price due upon receipt of core steel and copper, 20% on completion of factory acceptance testing (FAT), and the balance due upon shipment, net 30 days. The unit must ship within quoted lead times to qualify for firm pricing. If shipment is contractually scheduled beyond quoted lead times, PTT has the option to firm or escalate the price nine months prior to the scheduled date of shipment.
- **OPTION 2** - PTT offers escalated pricing with payment terms of 15% of contract price due upon order, 25% of the contract price due upon submittal of approval drawings, 25% of the contract price due upon completion of core/coil assembly, 15% on completion of factory acceptance testing (FAT), and the balance due upon shipment, net 30 days. PTT has the option to firm or escalate the price nine months prior to the contractual date of shipment.

## COMMERCIAL INFORMATION

In lieu of acceptance of Purchaser's Terms and Conditions, PTT will be willing to negotiate an agreeable set of terms and conditions in the event of an order. Below are some of the key terms this proposal is based on.

### 1. WARRANTY (Exception to RFQ)

The proposed power transformers are warranted to be free from defects in material and workmanship for a period of time not to exceed **12 months from erection, but not exceeding 18 months from date of shipment**, whichever comes first. Under this warranty, Pennsylvania Transformer Technology, LLC retains the option to repair or replace defective material and/or workmanship FOB factory.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, OR STATUTORY (EXCEPT AS TO TITLE). SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 2. INDEMNIFICATION (Qualification to RFQ)

Indemnity shall be contributory in nature, and each party's liability will be to the extent of each party's negligence. Pennsylvania Transformer Technology, LLC shall not be responsible for any special, indirect, incidental, or consequential damages related to this contract or the performance thereof.

### 3. LIMITATION OF LIABILITY

Seller's liability for any claim of any kind (except "Protection Against Infringement"), whether in contract or in tort (including negligence and strict liability) shall not exceed the purchase price of equipment or services furnished, or the portion thereof which gives rise to the claim.

### 4. COMMERCIAL QUALIFICATIONS (Exception to RFQ)

- PTT takes exception to the phrase "Time is of the essence" and all language meaning the same.
- See PTT terms and conditions on pages 1A & 1B of the proposal.

### 5. SERVICE ENGINEER

A service engineer will be provided per the rate sheet attached.



## COMMERCIAL INFORMATION

### 6. DRAWING SCHEDULE

Drawings will be issued for approval 24 weeks after receipt of an order. Approval drawings must be returned within two weeks. If a design review is required, it must be scheduled within (15) fifteen days of drawing submission. In the event that drawing review exceeds two weeks, the design review is not held within (15) fifteen days of drawing submittal, or specification changes are made requiring resubmission/reapproval, the quoted lead time and date for liquidated damages (if applicable) will be extended. Electronic drawings will be provided in AutoCAD 2004 format on CD.

### 7. TAXES (Exception to RFQ)

Federal Excise Taxes are not applicable to transformers.

This is an INTERSTATE TRANSACTION and, as such, involves no obligation on our part with respect to any Sales, Use or other taxing laws of any State of the United States of America (or of any City or other taxing authority in any such State) in which any purchaser hereunder may be located and/or in which transformers may be located, and this proposal does not include, nor do we assume any such taxes if any.

### 8. CANCELLATION SCHEDULE (Qualification to RFQ)

Cancellation/Termination charges shall be the greater of the following Cancellation Schedule or the contractual invoicing milestones achieved or invoiced by Pennsylvania Transformer Technology LLC (PTT).

| Before Shipment    | % of Transformer Price Due |
|--------------------|----------------------------|
| 0-60 Days          | 100%                       |
| 60-150 Days        | 90%                        |
| 150-250 Days       | 75%                        |
| 250-380 Days       | 60%                        |
| 380-430 Days       | 50%                        |
| 430 Days or sooner | 25%                        |

**NOTE:** In no event shall work be suspended or canceled within 60 days of scheduled shipment. Purchaser may not terminate without cause ninety (90) days prior to scheduled shipment.

## TECHNICAL INFORMATION

### 1. **POWER TRANSFORMER LOSS MEASUREMENTS**

- a. Pennsylvania Transformer Technology, LLC employs a modern state-of-the-art transformer loss measuring system manufactured by Multi-Amp Canada, formerly Olman Instruments.
- b. This system is calibrated yearly, on site, by Multi-Amp Canada using techniques described in NBS Technical Note 1204.
- c. Based on this calibration and other quoted transformer parameters, the loss test errors for the unit or units quoted are

- |     |                         |          |
|-----|-------------------------|----------|
| (a) | Load Loss Test Error    | +/-0.53% |
| (b) | No Load Loss Test Error | +/-0.30% |

### 2. **LOAD TAP CHANGING SWITCH (Qualification to RFQ)**

The LTC switch will be Reinhausen RMV-II vacuum type. The transformer we propose to furnish will have the under load tap changing equipment connected in the low voltage for regulation of the low voltage terminals in approximately +/-10% in 32 approximate 5/8% steps, full capacity/reduced capacity, as defined in paragraph 4.5 of ANSI Standard C57.12.10-1997. AV and PA are layer type windings.

### 3. **ARRESTERS**

Hubbell EVP HV arresters will be rated 42 kV MCOV and LV arresters will be rated 8.4 kV MCOV. \$3,000 has been deducted from the original pricing.

### 4. **OIL PRESERVATION SYSTEM**

The oil preservation system will be a nitrogen pressure type. This nitrogen system includes an Airgas nitrogen bottle and a regulator.

### 5. **OIL (Qualification to RFQ)**

If oil is included in this contract, it will be Type II inhibited.

### 6. **TESTING**

This transformer will be tested in accordance with the latest IEEE standards.

### 7. **TECHNICAL COMPLIANCE**

The transformer(s) described herein will be designed, constructed, and tested in accordance with the latest applicable ANSI/NEMA Standards in effect at the time of this proposal with qualifications and/or exceptions listed in this proposal.

## TECHNICAL INFORMATION

### 8. TECHNICAL QUALIFICATIONS/EXCEPTIONS

- Short circuit testing is not included in the base price. PTT does not offer short circuit testing at this time.
- Transformer rejection/modification will not be an option if missed losses are within ANSI tolerances.
- Manufacturer's test reports will be provided in lieu of accessory testing at PTT plant.
- Painting will utilize PTT standard material and methods. Performance of an accelerated aging test for paint is not included in this proposal.
- PTT's tapped LTC winding will be a layer winding that is wound in two parallel halves (top half and bottom half) where the turns are distributed along the length of the coil and the turns are added or removed symmetrically from each half reducing minimum unbalance and thus minimizing the short circuit forces. The copper conductors will be size sufficiently as to prevent them from climbing over adjacent strands. The additional benefit of this winding, which may reduce the need of a series transformer, will eliminate the unnecessary heating that a fully distributed tap winding inherently causes when you operate at a tap other than the rated tap.
- Messko fittings will be provided with glass lenses on all gauges, LTC and main tank.
- As no special tools are required for maintenance, no tools are provided.

## ATTACHMENT A

### ESCALATED PRICING INDEX

For units subject to escalation, PTT proposes the following price adjustment formula:

$$P = P_o \times \left[ CU \times \frac{L_n}{L_o} + STL \times \frac{H_n}{H_o} + FE \times \frac{C_n}{C_o} + OIL \times \frac{T_n}{T_o} + ACC \times \frac{A_n}{A_o} + LAB \times W_n + FRT \times \frac{FR_n}{FR_o} + FIX \right]$$

Where :

P = Price Payable as adjusted with the above formula for units delivered after 9 months from proposal date.

P<sub>o</sub> = Base Price as quoted

L<sub>o</sub> = COMEX official prices for Copper at time of proposal (\$4.15 per pound\*).

L<sub>n</sub> = Prevailing COMEX official prices for Copper at time of copper delivery for the specific transformer

H<sub>o</sub> = Steel Plate (NA) official prices for plate steel in cwt at time of proposal (\$50.00 per cwt\*)

H<sub>n</sub> = Prevailing Steel Plate (NA) official prices for plate steel two (2) months prior to the EXW delivery for the specific transformer

C<sub>o</sub> = Actual cost from AK Steel for magnetic core at time of proposal (\$2.36/lb.\*)

C<sub>n</sub> = Actual cost from AK Steel for magnetic core steel two (2) months prior to the EXW delivery of the specific transformer

T<sub>o</sub> = Brent Crude official prices for oil at time of proposal (\$76.93 per barrel\*)

T<sub>n</sub> = Prevailing average spot settlement price for Brent Crude Oil in the month of delivery of the oil for the specific transformer

A<sub>o</sub> = Base Producer Price Index of WPU117409 for accessories used in the specific transformer as published by the US Bureau of Labor Statistics five (5) months prior to the proposal date (339.140- Apr 2024)

A<sub>n</sub> = Prevailing Producer Price Index of WPU117409 for accessories used in the specific transformer as published by the US Bureau of Labor Statistics five (5) months prior to the contractual EXW delivery date

**ATTACHMENT A**

Wn = The following factors will be used for labor costs based on forecasted wage increases:

| Year | Wn   |
|------|------|
| 2024 | 1.00 |
| 2025 | 1.08 |
| 2026 | 1.14 |
| 2027 | 1.20 |

FRo = Trucking Cost Index (USA) at time of proposal (115.07\*)

FRn = Prevailing Trucking Cost Index (USA) at the EXW delivery of the specific transformer

**CU** = Weighted Percentage of Copper content in EX WORKS Price from Factor Table

**FE** = Weighted Percentage of Grain Oriented Electrical Steel content in EX WORKS Price from Factor Table

**LAB** = Weighted Percentage of Labor in EX WORKS Price from Factor Table

**OIL** = Weighted Percentage of Oil in EX WORKS Price from Factor Table

**ACC** = Weighted Percentage of Accessories in EX WORKS Price from Factor Table

**STL** = Weighted Percentage of Plate Steel in EX WORKS Price from Factor Table

**FRT** = Proposed freight costs at time of proposal

**FIX** = Weighted Percentage of pricing not subject to escalation.

\* Values provided from ProPurchaser.com September 2024.

**FACTOR TABLE**

| Item | Core (FE) | Copper (CU) | Plate (STL) | Oil (OIL) | Access. (ACC) | Labor (LAB) | Freight (FRT) | Fixed (FIX) |
|------|-----------|-------------|-------------|-----------|---------------|-------------|---------------|-------------|
| 1    | 15%       | 10%         | 6%          | 5%        | 25%           | 18%         | 5%            | 16%         |

## ANSI PERFORMANCE DATA

For: City Of Bentonville, AR

| RATING        |       |       |           |                  |           |
|---------------|-------|-------|-----------|------------------|-----------|
| Type          | Power | CLASS | H Winding | X Winding        | Y Winding |
| Phase         | 3     |       | 67000 V   | 12470 Y / 7200 V |           |
| Hertz         | 60    | ONAN  | 18000 KVA | 18000 KVA        |           |
| Temp. Rise    | 65°C  | ONAF  | 24000 KVA | 24000 KVA        |           |
| Insul. Liquid | Oil   | ONAF  | 30000 KVA | 30000 KVA        |           |

| ADDITIONAL TAP VOLTAGES |                                                          |
|-------------------------|----------------------------------------------------------|
| H Winding:              | 70350-68675- <b>67000</b> -65325-63650 (FC)              |
| X Winding:              | +/-10% in 32-5/8% (Equal.) Steps by "RMV-II" Type LTC RC |

| INSULATION LEVELS (KV BIL) |         |         |
|----------------------------|---------|---------|
|                            | Winding | Bushing |
| H Line                     | 350     | 350     |
| H0 Neutral                 | ----    | ----    |
| X Line                     | 110     | 150     |
| X Neutral                  | 110     | 150     |
| Y Line                     | ----    | ----    |

| DIELECTRIC TESTS                                     |              |          |
|------------------------------------------------------|--------------|----------|
| Applied Voltage<br>(to other windings<br>and ground) | H Winding    | 140 KV   |
|                                                      | X Winding    | 34 KV    |
|                                                      | Y Winding    |          |
| Induced Voltage                                      | Line to Line | 120.6 KV |
|                                                      |              |          |
|                                                      |              |          |

| PERFORMANCE DATA: Based on <b>85°C</b> Reference Temperature and Rated <b>18 MVA, 67D-12.47Y kV</b> |         |                  |                |                  |                            |
|-----------------------------------------------------------------------------------------------------|---------|------------------|----------------|------------------|----------------------------|
| Losses and Exciting Current                                                                         |         |                  |                |                  | Regulation @ <b>18 MVA</b> |
| Excitation                                                                                          | % Ex. I | No Load @ 20°C   | Load Loss      | Total Loss       | Power Factor               |
| 100%                                                                                                | 0.5     | <b>17000 W *</b> | <b>60500 W</b> | <b>77500 W *</b> | 1                          |
| 105%                                                                                                | 0.8     | 21250 W          |                |                  | 0.9                        |
| 110%                                                                                                | 1.2     | 25500 W          |                |                  | 0.8                        |
|                                                                                                     |         |                  |                |                  | 5.59                       |

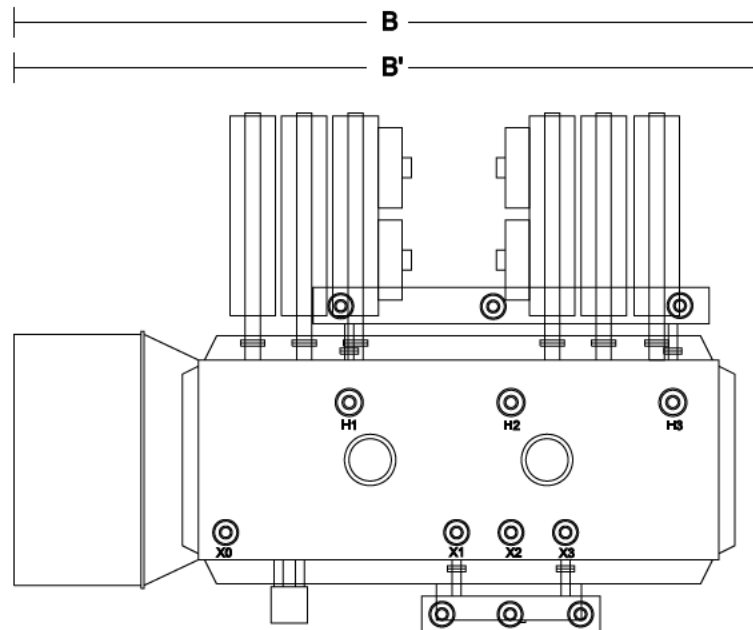
| AUXILIARY LOSSES                                  |       |                  |
|---------------------------------------------------|-------|------------------|
| Transformer KVA                                   | Class | Aux Loss (Watts) |
| 24000 KVA                                         | ONAF  | <b>1600 W *</b>  |
| 30000 KVA                                         | ONAF  | <b>3200 W *</b>  |
|                                                   |       |                  |
| Sound Level : <b>No Load Sound: 61/63/64 dBA*</b> |       |                  |

| PERCENT IMPEDANCE |          |             |                  |          |        |
|-------------------|----------|-------------|------------------|----------|--------|
| % IZ              | Btwn Wdg | At MVA      | %Iz <sub>o</sub> | Btwn Wdg | At MVA |
| <b>8.5</b>        | H-X      | <b>18 *</b> |                  |          |        |
|                   |          |             |                  |          |        |
|                   |          |             |                  |          |        |
|                   |          |             |                  |          |        |

| EFFICIENCIES @ 18 MVA |           |          |          |          |
|-----------------------|-----------|----------|----------|----------|
| Load %                | Full Load | 3/4 Load | 1/2 Load | 1/4 Load |
| 100                   | 99.57     | 99.62    | 99.64    | 99.54    |

| MECHANICAL DATA             |     |               |          |
|-----------------------------|-----|---------------|----------|
| Dimensions                  |     | Assembled     | Shipping |
| Height                      | (A) | 180           | 142      |
| Width                       | (B) | 243           | 243      |
| Depth                       | (C) | 172           | 104      |
| Height Over Cover           | (D) | 142           |          |
| Untanking (Plus Sling)      | (E) | 296           |          |
|                             |     |               |          |
| Weights (Approx.) (Pounds)  |     |               |          |
| Core & Coils                |     | 64450         |          |
| Tank & Fittings             |     | 33750         |          |
| Oil (5371 Gal) Main         |     | 40283         |          |
| Oil (345 Gal) LTC           |     | 2590          |          |
| Shipping Weight without Oil |     | 91553         |          |
| <b>Total Weight</b>         |     | <b>146938</b> |          |

\* Guaranteed Parameters



## Standard Bill of Material

(Actual accessories, quantities and placement may vary)

H.V. Bushing, CAT. #PCORE-B-88013-70  
 L.V. Bushing, CAT. #PCORE-B-88723-70  
 L.V. Neutral Bushing, CAT. #PCORE-B-88723-70  
 Weatherproof compartment for Load Tap Changer switch  
 Weatherproof Control Cabinet  
 Structural Steel Base  
 Jack Pads with provisions for pulling in either direction  
 Detachable Plate type Radiators  
 Cooling Fans  
 Nitrogen Pressure Equipment

## Standard Accessories

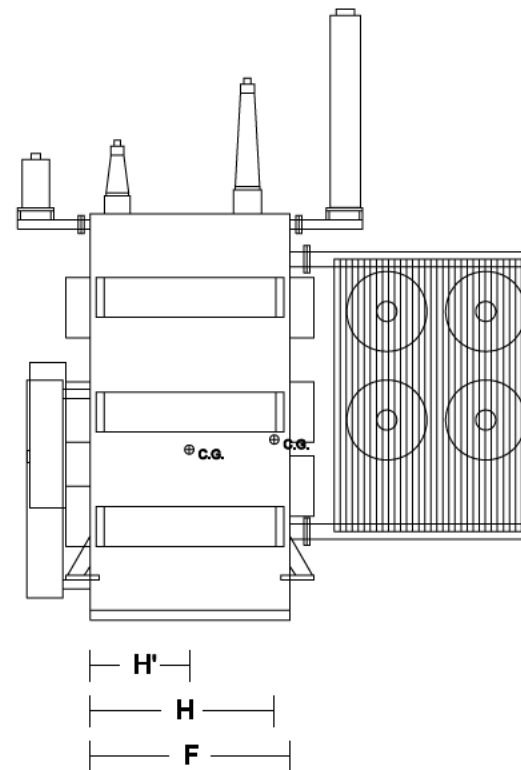
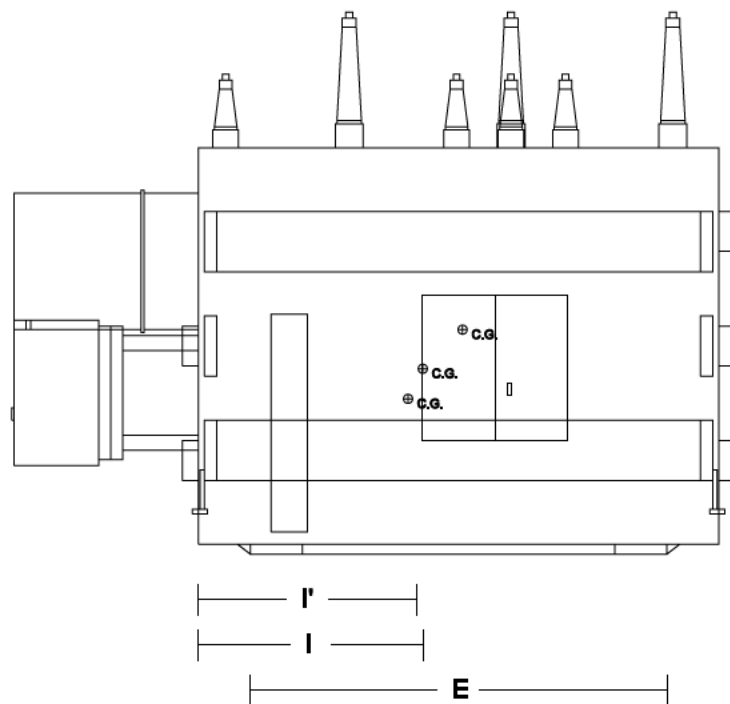
Hot Spot Thermometer  
 Top Oil Gage  
 Pressure Vacuum Gage  
 Core Ground Box  
 FILLER VALVE (2")  
 DRAIN VALVE (2") WITH 3/8 SIDE SAMPLER  
 Ground Pads @ base of unit on Diagonal corners  
 4" VACUUM FLANGE  
 Removable Plate in Control Cabinet  
 Nameplate  
 Mechanical Pressure Relief Device  
 Oil Level Gage  
 LTC  
 Oil Level Gage  
 OIL DRAIN VALVE (2") WITH 3/8 SIDE SAMPLER  
 OIL FILLER VALVE (2")  
 Mechanical Pressure Relief Device

## DIMENSIONS (IN INCHES +/- 6")

|                                                 |       |
|-------------------------------------------------|-------|
| A - (Height)                                    | = 180 |
| B - (Width)                                     | = 243 |
| C - (Depth)                                     | = 172 |
| D - (Stripped Height)                           | = 142 |
| E - (Base Bearing Length)                       | = 137 |
| F - (Base Bearing Depth)                        | = 66  |
| G - (Complete Vertical Center of Gravity)       | = 59  |
| H - (Complete HV to LV Center of Gravity)       | = 60  |
| I - (Complete Left to Right Center of Gravity)  | = 74  |
| A' - (Shipping Height)                          | = 142 |
| B' - (Shipping Width)                           | = 243 |
| C' - (Shipping Depth)                           | = 104 |
| G' - (Shipping Vertical Center of Gravity)      | = 56  |
| H' - (Shipping HV to LV Center of Gravity)      | = 32  |
| I' - (Shipping Left to Right Center of Gravity) | = 72  |
| Untanking Height                                | = 298 |

## Weights (in pounds +/- 10%)

|                                |          |
|--------------------------------|----------|
| Core and Coils                 | = 64450  |
| Tank and Fittings              | = 33750  |
| LTC Mechanism                  | = 4475   |
| Oil ( 5371) Main Tank and Rads | = 40283  |
| Oil ( 345) LTC Compartment     | = 2590   |
| Untanking Weight               | = 64450  |
| Shipping Weight Without oil    | = 91553  |
| Total Weight                   | = 146838 |



PENNSYLVANIA TRANSFORMER  
 TECHNOLOGY, INC.

City Of Bentonville, AR  
 KVA: 18000 / 24000 / 30000. KVA POWER TRANSFORMER  
 Temperature Rise: 65 °C  
 HV - LV : 67000 - 12470.V / 7200. VOLT

## Preliminary:

See final outline for complete Bill of Materials.

SK-P29956

Date: 08/18/24

Time: 07:51:59

(v 7.0)



## CERTIFICATE OF APPROVAL

This is to Certify that the Quality Management System of:

**Pennsylvania Transformer T** **LLC**  
**30 Curry Avenue**  
**Canonsburg, PA 15317, USA**

(Page 1 of 2)

has been assessed and approved by Smithers Quality Assessments, Inc., to  
the following Quality management system standards and requirements:

### **ISO 9001:2015 with Design**

The Quality Management System is Applicable to:

The design, manufacture and test of small (<10 MVA), medium (10 to 60 MVA) and large (>60 MVA) power transformers.

Approval Certificate Number: 05.294.3

Original Approval: October 21, 2005

Current Certificate: September 11, 2023

Certificate Expires: September 10, 2026



*The use of the accreditation mark indicates  
accreditation in respect of those activities  
covered by the above certificate number.*



on behalf of SQA - J. Michael Hochschwender, CEO

The approval is subject to the company maintaining its system to the required standards which will be monitored by  
Smithers Quality Assessments, Inc., 121 S. Main St. Suite 300, Akron, Ohio, 44308, USA





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## APPENDIX A

### TO THE REGISTRATION OF

### REGISTRATION NO.: 05.294.3

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Page 2 of 2

**SMITHERS QUALITY ASSESSMENTS, INC.**

Pennsylvania Transformer Technology, LLC  
30 Curry Avenue  
Canonsburg, PA 15317, USA

Scope of activities: The design, manufacture and test of small (<10 MVA), medium (10 to 60 MVA) and large (>60 MVA) power transformers.

The above site is certified by Smithers Quality Assessments, Inc. with regard to ISO 9001:2015 with Design. The following locations are included utilizing a Multi-Site (with Sampling) approach.

#### **Location(s):**

Pennsylvania Transformer Technology, LLC  
201 Carolina Drive  
Raeford, NC 28376, USA  
Scope of activities: Manufacturing.

**Applicable Standard: ISO 9001:2015 with Design**

*This appendix applies only to those sites listed above. As other sites are assessed and approved, or as sites already approved are removed from active services, this appendix will be amended to show the current status.*

Sites not listed on this appendix shall not be viewed as approved.





## Pennsylvania Transformer Technology, Inc.

30 Curry Avenue • Canonsburg, Pennsylvania 15317-

Phone: (724) 873-2100

Fax: (724)-873-2570

Email: [service@patransformer.com](mailto:service@patransformer.com)



### FIELD SERVICE STANDARD

**SERVICE PERSONNEL PRICE SCHEDULES**  
**EFFECTIVE JULY 1, 2013**  
**REVISED JUNE 1, 2013**

**NUMBER: 210-05-004**  
**DATE: JUNE 10, 2013**  
**SUPERSEDES: JULY 31, 2008**

The following rates are applicable for Pennsylvania Transformer Technology, Inc. personnel working within the continental United States.

**DAILY RATE** \_\_\_\_\_ **\$1400.00**

**OVERTIME RATE (per hour)** \_\_\_\_\_ **\$265.00**

**WEEKEND/HOLIDAY RATE** \_\_\_\_\_ **\$2,000.00**

**WEEKEND/HOLIDAY OVERTIME RATE (per hour)** \_\_\_\_\_ **\$385.00**

The rates above only cover the service engineer's time. They do not include expenses or other charges below

The **Daily Rate** is applicable to time worked or traveled during a normal eight hour workday. A normal workday is Monday through Friday, eight (8) consecutive hours falling between 7:00 AM and 5:00 PM. It may be possible to schedule other work arrangements within the daily rate pricing.

The **Weekend/Holiday Rate** is applicable to all Holidays (Federal Holidays), Saturdays, and Sundays that are actually worked. Saturdays on assignment but not worked will be billed at the "**DAILY RATE**". All Sundays and Holidays worked or on assignment will be billed at the "**WEEKEND/HOLIDAY RATE**"

The **overtime rate** is applicable to all the time that is worked outside the normal workday or exceeds eight (8) hours.

The **weekend/holiday overtime rate** is applicable to Saturdays, Sundays or Holidays on which the time worked exceeds (8) hours.

**Travel Time** Travel Time shall be billed at the "**DAILY RATE**" for traveling to and from the location or site. Sunday and Holiday travel time will be billed at the "**WEEKEND/HOLIDAY RATE**".

**Travel Expense** All travel expense will include, airfare, rental car, tolls, lodging, meals and other local living expenses etc. and will be billed at actual cost plus 15%.

**Company Vehicle** The cost based on mileage, for company vehicles to travel to and from a job site will be billed at \$.95/mi

**Minimum Billing** A minimum billing for one day's service will be charged at the applicable rate for each day or fraction of a day assigned to the job, whether actually worked or not.

**Standby Time** Any waiting time when the service engineer is available to work--up to a maximum of eight (8) hours on any one workday or holiday--will be regarded as time actually worked and will be billed at the applicable rate.

**Emergency Work** The minimum time off for a service engineer during any 24-hour period will be eight (8) hours.

**Emergency Request** A premium may be required when a Service engineer is scheduled with less that the required notice.

**Terms of Payment** Standard terms of sale are net 30 days from invoice date. A late payment charge of net 1-½% per month will be applied to any late payments unless otherwise specifically amended by the proposal.



## ***Pennsylvania Transformer Technology, Inc.***

30 Curry Avenue • Canonsburg, Pennsylvania 15317-  
Phone: (724) 873-2100  
Fax (724)-873-2570

Email: [service@patransformer.com](mailto:service@patransformer.com)



### **FIELD SERVICE STANDARD**

|                                                                |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Responsibility</b>                                          | Pennsylvania Transformer Technology, Inc. cannot accept responsibility for the quality of workmanship, equipment or materials provided by others.                                                                                                     |
| <b>Insurance Certificates</b>                                  | Insurance certificates for workmen's compensation and liability can be provided by Pennsylvania Transformer Technology, Inc. upon sufficient advance notice. Allow for approximately four weeks from date of request for receipt of the certificates. |
| <b>Foreign Travel</b>                                          | Request for rates must be made directly to the Service Section for travel outside the continental United States. Note that this includes Alaska and Hawaii.                                                                                           |
| <b>Non-Transferable</b>                                        | The Service days provided for a C-order under the original contract and are not transferable to other C-orders.                                                                                                                                       |
| <b>Scheduling</b>                                              | A minimum of two (2) weeks advance notice and a description of the exact services to be rendered shall be provided to the Service Department when scheduling a service engineer.                                                                      |
| <b>Design Engineer</b>                                         | The services of a design engineer are available at a cost of \$2,475/day plus travel expenses as described above. This cost will also apply to any time used to prepare and to furnish an Engineering report and/or written recommendations.          |
| <b><u>Other charges</u></b>                                    |                                                                                                                                                                                                                                                       |
| <b>Small Expendable Tools</b>                                  | If a job requires a small expendable tools not normally carried by the service engineer, a charge for the tool will be billed at cost.                                                                                                                |
| <b>Material purchased from other Vendors or Subcontractors</b> | If a job requires the purchase of material or services from other vendors or subcontractors, they will be billed at cost plus a 15% handling charge.                                                                                                  |
| <b>Special tools and equipment</b>                             | A rental charge shall be assessed for specialized tools, equipment and instruments.                                                                                                                                                                   |

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# **PENNSYLVANIA TRANSFORMER TECHNOLOGY, INC.**

## **FIVE - YEAR LIMITED TRANSFORMER WARRANTY**

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Seller warrants to Buyer only, that the goods delivered hereunder will be free from defects in material or workmanship when used and installed in accordance with Seller's applicable operating instructions and will be the kind and quality specified in the contract.

Unless specified otherwise in the Seller's proposal and the contract, this warranty shall apply only to defects appearing within 60 months from date of erection or 66 months from date of shipment, whichever comes first. The furnishing of warranty services hereunder shall not extend the warranty period on the equipment furnished hereunder.

Power transformer warranty shall apply only to those materials and that workmanship provided by the Seller such as the transformer's active parts and tank. Components and accessories, if manufactured by parties other than Seller, are excluded from this warranty and are covered under those accessories' individual manufacturer's warranties, unless defects are a direct result of the Seller's workmanship.

Seller shall, in complete fulfillment of its liabilities under this warranty and if given prompt notice by Buyer, correct, by repair or replacement, any defect which shall appear under proper or normal use of its equipment within the warranty period. In and out will be included for the first year capped at 10% of the transformer price. Customer is responsible for properly storing all materials not required to be returned to factory (including oil) if equipment is returned for a cure. After twelve months, PTTI will provide warranty services FOB Factory.

As condition of this warranty, Buyer shall strictly follow all maintenance and testing schedules in the equipment's operating manuals and maintain a complete and up-to-date log of all work performed on the equipment including oil analyses, tests and work performed, reasons for performing tests or work, dates of tests or work performed, testers or workers names or identifications and test results and conditions during tests. The log shall also record all unusual events encountered by the equipment such as system faults and overvoltages, vandalism, earthquakes, floods, fires, tornadoes or other severe weather or service conditions, with dates of all such events recorded. The Buyer shall promptly notify the Seller of any unusual events or test results which could result in or indicate possible damage to the transformer or its accessories. The Buyer shall strictly follow the Seller's recommendations regarding the need for repairs, de-energization and inspection or further testing, following notice of unusual events and possible damage, if such recommendations are made. In the event of a claim against this warranty, the Buyer shall furnish one (1) copy of the equipment's log to the Seller for review. All work on the equipment, including the accessories and protective relays, performed by the Buyer shall be performed by trained qualified personnel only and all replacement parts for any part, component or accessory shall be obtained directly from the Seller or approved by the Seller, in writing, prior to installation. Failure to follow the instructions in the operating manuals, failure to maintain adequate and complete documentation regarding the maintenance and test history of the equipment, failure to follow the Seller's recommendations following unusual events, work by unqualified personnel or installation of unapproved parts, components or accessories shall void this warranty.

The liability of Seller under this warranty (except as to title), or for any loss or damage to equipment, whether the claim is based on contract, in tort (including negligence and strict liability), or otherwise, shall not exceed the cost of correcting defects in the equipment as herein provided, and upon the expiration of the warranty period, all of the Seller's liability shall terminate. The foregoing shall constitute the exclusive remedy of Buyer and the exclusive liability of Seller except as may be noted below. This warranty does not include any expressed or implied warranty of merchantability or fitness for a particular purpose, nor does the warranty cover any special, indirect or consequential damages, whether in contract or in tort, including, but not limited to loss of revenue, loss of use, costs of substitute equipment facilities or services or claims of customer of Buyer for such damages. Any action against Seller under this contract must be commenced within one (1) year of accrual of the cause of action.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH PTTI, FOR THE PURCHASE OF A TRANSFORMER FOR SUBSTATION “A” IN THE AMOUNT OF TWO MILLION ONE HUNDRED FORTY-EIGHT THOUSAND NINE HUNDRED FIFTEEN DOLLARS AND TWENTY-TWO CENTS (\$2,148,915.22); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AMENDING THE 2024 BUDGET TO APPROPRIATE FOUR HUNDRED ONE THOUSAND FOUR HUNDRED FIFTEEN DOLLARS AND TWENTY-TWO CENTS (\$401,415.22) FROM THE UTILITY FUND RESERVES TO ACCOUNT #503010-47210 – PLANTS AND BUILDINGS; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Electric Utilities Department request to enter into an agreement with PTTI to purchase a new transformer for Substation “A” in the amount of two million one hundred forty-eight thousand nine hundred fifteen dollars and twenty-two cents (\$2,148,915.22), including tax;

**WHEREAS**, the total cost for this purchase includes the transformer, spare bushings and gaskets and a (5) five-year warranty;

**WHEREAS**, in accordance with Section 4.1 of the City’s Purchasing Policy, a formal bid process was conducted (IFB-24-47) but received no bids, re-advertising would be neither practical nor feasible; and

**WHEREAS**, this agreement will require a budget adjustment in the amount of four hundred one thousand four hundred fifteen dollars and twenty-two cents (\$401,415.22).

**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 PTTI for the purchase of new transformer for Substation “A” in the total amount of two million one hundred forty-eight thousand nine hundred fifteen dollars and twenty-two cents (\$2,148,915.22);

Section 2: Because of the immediate need to purchase this transformer and receiving no bids regarding the formal bid (IFB-24-47), it would be neither practical nor feasible to re-advertise for competitive bidding so that requirement is herein waived;

Section 3: The 2024 Budget is hereby amended to appropriate four hundred one thousand four hundred fifteen dollars and twenty-two cents (\$401,415.22) from the Utility Fund Reserves to Account #503010-47210 – Plants and Buildings;

Section 4 - Emergency Clause: The need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 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 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

|                              |                            |                           |                               |
|------------------------------|----------------------------|---------------------------|-------------------------------|
| <b>Council Meeting Date:</b> | 11/12/2024                 | <b>Submitted By:</b>      | Donald Schmidt                |
| <b>Phone:</b>                | (479) 271-3140             | <b>For Department(s):</b> | Water Utilities - Sewer Rehab |
| <b>Email:</b>                | dschmidt@bentonvillear.com |                           |                               |

#### Item Type (Check all that apply)

|                                            |                                                |                                                             |                                           |
|--------------------------------------------|------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input checked="" type="checkbox"/> Bid Award  | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input type="checkbox"/> Budget Adjustment     | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Informational                      |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to Award IFB-24-68 to Gulf Coast Underground for SE 14th St CIPP Sewer Lining Project                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Action Recommendation &amp; Justification:</b>        | Resolution to award IFB-24-68 to Gulf Coast Underground, LLC per the attached unit prices, for a contract amount not to exceed \$298,434.00, for the installation of approximately 2,792 feet of cured in place pipe (CIPP) lining in main sewer lines identified along SE 14th Street. Gulf Coast Underground, LLC was the lowest responsive bidder per the attached bid tabulation. This project identified last year is approved in the 2024 budget. Utility Board approved 5-0. No budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> | The project will include rehabilitation of approximately 1,638ft of 8 inch and 1,154ft of 10 inch ductile sewer main due to deterioration caused by Hydrogen Sulfide. The CIPP liner is a proven and reliable trenchless repair solution that effectively restores the structural integrity of pipes. It provides strong resistance against corrosion from hydrogen sulfide and effectively eliminates inflow and infiltration.                                                                                     |
| <b>Amount for Approval:</b>                              | \$ 298,434.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

#### 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 |
| 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):

Project will be funded out of GL account 503040-47341.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

**CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT****FORMAL SEALED BID TABULATION****Date of Bid Opening:****10/3/2024****Time of Bid Opening:****1:00 PM****Solicitation ID Number:****IFB-24-68****Solicitation Title: SE 14th Street CIPP Sewer Lining Project**

| Bidders:                                      |                    |                 |                                                                                                                   | Gulf Coast Underground, LLC |                | Humbard Contracting, Inc. |                |
|-----------------------------------------------|--------------------|-----------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------|---------------------------|----------------|
| Line Item                                     | Estimated Quantity | Unit of Measure | Description                                                                                                       | Unit Price                  | Extended Price | Unit Price                | Extended Price |
| 1                                             | 1                  | LS              | Traffic Control Plan, As Specified                                                                                | \$4,862.00                  | \$4,862.00     | \$1,500.00                | \$1,500.00     |
| 2                                             | 1                  | LS              | Traffic Control on Sidewalk, Trail, and Roadway, As Specified                                                     | \$37,500.00                 | \$37,500.00    | \$7,500.00                | \$7,500.00     |
| 3                                             | 1                  | LS              | Heavy Cleaning and Debris Removal per Provided CCTV                                                               | \$4,862.00                  | \$4,862.00     | \$49,000.00               | \$49,000.00    |
| 4                                             | 1,154              | LF              | UV Cured CIPP Rehabilitation (10in) - this shall include sealing off the liner at the manholes and light cleaning | \$77.00                     | \$88,858.00    | \$76.25                   | \$87,992.50    |
| 5                                             | 1,638              | LF              | UV Cured CIPP Rehabilitation (8in) - this shall include sealing off the liner at the manholes and light cleaning  | \$83.00                     | \$135,954.00   | \$65.00                   | \$106,470.00   |
| 6                                             | 1                  | LS              | Surface Remediation                                                                                               | \$9,723.00                  | \$9,723.00     | \$12,000.00               | \$12,000.00    |
| 7                                             | 10                 | EA              | Quality Control Testing                                                                                           | \$973.00                    | \$9,730.00     | \$550.00                  | \$5,500.00     |
| 8                                             | 1                  | LS              | Bypass Sewage Pumping                                                                                             | \$6,945.00                  | \$6,945.00     | \$75,000.00               | \$75,000.00    |
| Total Bid Price                               |                    |                 |                                                                                                                   | \$298,434.00                |                | \$344,962.50              |                |
| purchasing@bentonvillear.com - (479) 271-3115 |                    |                 |                                                                                                                   |                             |                |                           |                |





## CITY OF BENTONVILLE, ARKANSAS

### **SERVICE CONTRACT: IFB-24-68-SE 14th Street Cured-in-Place Pipe (CIPP) Sewer Lining Project**

**THIS CONTRACT** is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Gulf Coast Underground, LLC, 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-24-68-SE 14th Street Cured-in-Place Pipe (CIPP) Sewer Lining Project (attached hereto as **Exhibit B**). The work shall consist of performing the services, including all labor, material, equipment, 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 \_\_\_\_\_ . The primary contact for the City shall be the City of Bentonville Operations/Maintenance Manager, or designated assignee.

**3. CONTRACT TERM.** The term for this Contract shall be six (6) months, commencing on the effective date of this Contract.

**a. Effective Date:** The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.

**b. Project Timeline:**

- 1. Pre-Project Meeting:** The Parties shall meet prior to work beginning to review the Scope of Work.
- 2. Work Beginning:** Contractor shall begin work within sixty (60) days from Notice of Award.
- 3. Material Ordering:** Contractor shall order all necessary materials within fourteen (14) days from Notice of Award.



## CITY OF BENTONVILLE, ARKANSAS

**4. 100% Completion:** Contractor shall reach 100% completion within sixty (60) days from work beginning.

**c.** 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.

**b. Change Orders and Amendments.** Any changes to the Scope of Work shall be handled via Change Order or Amendment to this Contract, as applicable. No Change Order or Amendment shall be approved unless approved in writing by the City. All Change Orders or Amendments must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the change. The City shall not be responsible for changes in work unless the Change Order or Amendment is pre-approved in writing by the City.

**1. Owner's (City's) Contingency:** Not Applicable

**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



## CITY OF BENTONVILLE, ARKANSAS

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 Project:** \$298,434.00 (two hundred ninety-eight thousand, four hundred thirty-four dollars and zero cents).

**b. Owner's Contingency:** Not Applicable

**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. Payment will only be made for actual work completed and approved by the City's Contact. All invoices submitted pertaining to work performed or items delivered for this Contract must include IFB-24-68.

**a.** The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion and the Contractor has furnished the one (1) year warranty Bond.

## **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



## CITY OF BENTONVILLE, ARKANSAS

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 Subcontractor has been identified by Contractor in their Bid Submission to IFB-24-68:



## CITY OF BENTONVILLE, ARKANSAS

1. Not Applicable – Gulf Coast Underground intends to self-perform all aspects of this contract.

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 (\$298,434.00), as specified and in accordance with the Bonds Section of **Exhibit B** attached hereto.

**b. Maintenance Bond/Guarantee Bond:** Upon City's approval of 100% completion, Contractor shall provide City with a Maintenance Bond/Guarantee Bond, in an amount at least equal to the final Contract Price (inclusive of any approved Change Orders) for the one (1) year guarantee/warranty of the workmanship and materials.

**c. Bonds Due Prior to Work Commencing:** The original copies of Performance and Payment Bonds must be received by the City prior to work beginning. Digital copies



## CITY OF BENTONVILLE, ARKANSAS

may be accepted in situations where an original is not feasible, however the originals must be received within two (2) business days of the digital copies.

**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



## CITY OF BENTONVILLE, ARKANSAS

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**.

*[Signature Page Follows]*



**CITY OF BENTONVILLE, ARKANSAS**

**SIGNATURE PAGE**

The Parties hereto have caused this Contract to be executed this  
\_\_\_\_\_ (the effective date).

CITY OF BENTONVILLE, ARKANSAS

By: \_\_\_\_\_  
Stephanie Orman, Mayor

By: \_\_\_\_\_  
(Signature)

*\*By signing this Contract, Signor attests that they are  
authorized to bind this Company to this Contract.*

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Gulf Coast Underground, LLC

Address: \_\_\_\_\_

\_\_\_\_\_

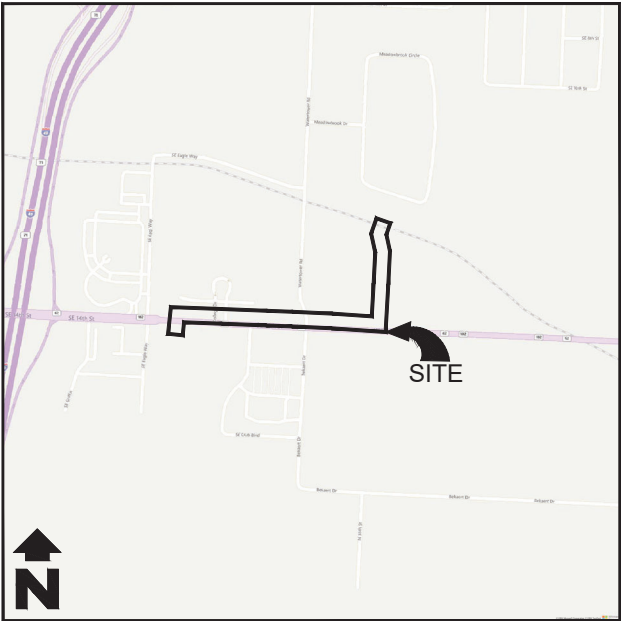
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# CONSTRUCTION PLANS: SE 14TH STREET CIPP LINING PROJECT BENTONVILLE, AR

## GENERAL NOTES:

1. ALL WATER AND SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2021 CITY OF BENTONVILLE WATER AND SEWER SPECIFICATIONS AND STANDARD DETAILS.
2. RIGHT-OF-WAY LINES, PROPERTY LINES, AND EASEMENT LINES, WHERE SHOWN, ARE FOR REFERENCE ONLY AND ARE BASED UPON MARKERS LOCATED IN THE FIELD AND PUBLIC RECORDS. NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS AS SHOWN ON THIS PLAN.
3. NO ATTEMPT HAS BEEN MADE TO IDENTIFY OR LOCATE EXISTING UTILITIES IN THE VICINITY OF WORK. INSTALLATION CREW MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE AN EXCAVATION TO REQUEST IDENTIFICATION AND EXACT FIELD LOCATION OF UTILITIES.
4. PAVED AREAS TO BE FULL DEPTH CRUSHED STONE (CLASS 7) BACKFILL PER SPECIFICATION.
5. THE INFORMATION REGARDING THE EXISTING SEWER SYSTEM CONTAINED IN THESE PLANS IS BASED ON VARIOUS SOURCES OF RECORD INFORMATION AND IS NOT TO BE RELIED ON AS A COMPLETE AND ACCURATE REPRESENTATION OF FIELD CONDITIONS.



VICINITY MAP  
NOT TO SCALE

## SHEET LIST

1. COVER SHEET
2. EXISTING SEWER LAYOUT 1
3. EXISTING SEWER LAYOUT 2

## QUANTITY SUMMARY

| PIPE NUMBER  | SIZE (INCHES) | LENGTH (FEET) |
|--------------|---------------|---------------|
| P1           | 10            | 171           |
| P2           | 10            | 382           |
| P3           | 10            | 381           |
| P4           | 10            | 220           |
| <b>TOTAL</b> | <b>10</b>     | <b>1154</b>   |
| P5           | 8             | 347           |
| P6           | 8             | 398           |
| P7           | 8             | 326           |
| P8           | 8             | 283           |
| P9           | 8             | 155           |
| P10          | 8             | 129           |
| <b>TOTAL</b> | <b>8</b>      | <b>1638</b>   |

## ANTICIPATED WASTEWATER FLOWS

| PIPE SIZE (INCHES) | DRY WEATHER PEAK (GPM) | WET WEATHER PEAK (GPM) |
|--------------------|------------------------|------------------------|
| 8                  | 250                    | 470                    |
| 10                 | 470                    | 720                    |

\* PROVIDED FOR REFERENCE ONLY. CONTRACTOR TO VERIFY FLOW AND SIZE BYPASS SYSTEM APPROPRIATELY.



Know what's below.  
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

CITY OF BENTONVILLE INVITATION FOR BID (24-08)

## REVISION CHART

| △ | TITLE | DATE       | NOTES |
|---|-------|------------|-------|
| △ | REV-0 | 09/03/2024 | IFC   |
|   |       |            |       |
|   |       |            |       |
|   |       |            |       |
|   |       |            |       |
|   |       |            |       |

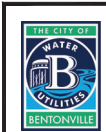
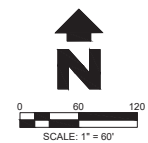
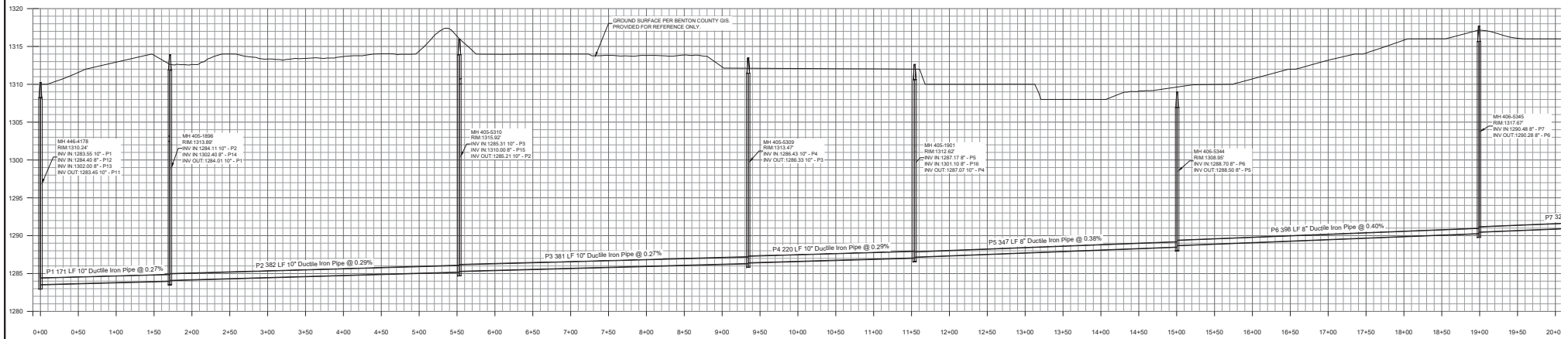
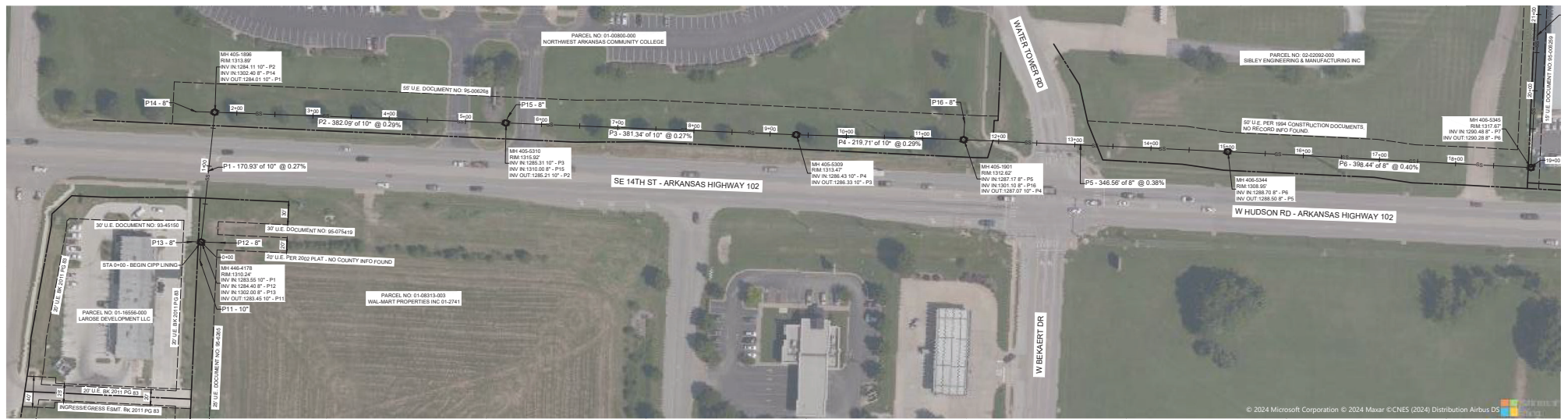


3200 SW MUNICIPAL DRIVE  
BENTONVILLE, AR 72712  
PH: (479) 273-3140  
WWW.BENTONVILLEAR.COM

CONSTRUCTION PLANS:  
SE 14TH STREET  
CIPP LINING PROJECT

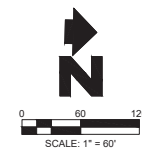
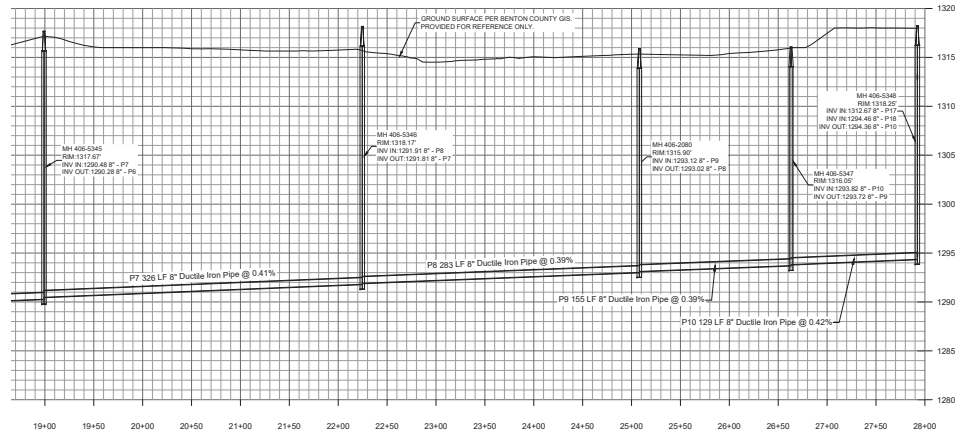
DATE: 09/03/2024 REVISION: REV-0  
DRAWN BY: AW  
CHECKED BY: AW  
SHEET

SS-1  
Page 16 of 167



CONSTRUCTION PLANS:  
SE 14TH STREET  
CIPP LINING PROJECT

SS-2



|                                                                                                                                                                                                 |                                                                       |                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|------------------------|
|  <p>3200 SW MUNICIPAL DRIVE<br/>BENTONVILLE, AR 72712<br/>PH: (479) 273-3340<br/>WWW.BENTONVILLEAR.COM</p> | <p>CONSTRUCTION PLANS:<br/>SE 14TH STREET<br/>CIPP LINING PROJECT</p> |                        |
|                                                                                                                                                                                                 | <p>DATE: 05/02/2024<br/>DRAWN BY: AW</p>                              | <p>REVISION: REV-0</p> |
|                                                                                                                                                                                                 | <p>CHECKED BY: AW<br/>SHEET</p>                                       |                        |
|                                                                                                                                                                                                 | <p>SS-3</p>                                                           |                        |

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDDING BID IFB-24-68 TO GULF COAST UNDERGROUND, LLC., FOR INSTALLATION OF THE SE 14<sup>TH</sup> STREET CIPP SEWER LINING PROJECT, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED THIRTY-FOUR DOLLARS (\$298,434.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, Gulf Coast Underground, LLC. was the lowest responsive bidder for bid IFB-24-68;

**WHEREAS**, this agreement will be for the installation of approximately 2,792 feet of cured in place pipe (CIPP) lining in main sewer lines along SE 14<sup>th</sup> Street; and

**WHEREAS**, this will be paid with budgeted funds on per unit prices.

**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 Gulf Coast Underground, LLC. for the installation of the SE 14<sup>th</sup> Street CIPP Sewer Lining Project;

Section 2: The estimated contract cost will be in an amount not to exceed two hundred ninety-eight thousand four hundred thirty-four dollars (\$298,434.00);

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 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

|                              |                            |                           |                         |
|------------------------------|----------------------------|---------------------------|-------------------------|
| <b>Council Meeting Date:</b> | 11/12/2024                 | <b>Submitted By:</b>      | Donald Schmidt          |
| <b>Phone:</b>                | (479) 271-3140             | <b>For Department(s):</b> | Water Utilities - Water |
| <b>Email:</b>                | dschmidt@bentonvillear.com |                           |                         |

#### Item Type (Check all that apply)

|                                            |                                                       |                                                             |                                           |
|--------------------------------------------|-------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input checked="" type="checkbox"/> Bid Award         | <input checked="" type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid                      | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution        | <input type="checkbox"/> Informational                      |                                           |

#### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution to Award IFB-24-70 for IDIQ Water Service Line Replacement                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Action Recommendation &amp; Justification:</b>        | Staff requests a Resolution to award IFB-24-70 IDIQ to both Calcon, Inc. and MO-ARK Utilities per the attached unit prices. Calcon, Inc. was the lowest responsive bidder with MO-ARK Utilities the second lowest. Each contract will be for a one year term, not to exceed \$500,000.00 per year, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years. Utility Board approved 5-0. A budget adjustment is needed.                                             |
| <b>Additional Comments for Consideration (Optional):</b> | Due to the increased failure rate of City water service lines exceeding our existing staff and current IDIQ contractor's ability to meet demand, it is necessary to bid this replacement work out. This is an aggressive, turnkey measure being taken to help mitigate the City's water loss as quickly as possible. Each contractor will be required to replace an average of 45 service lines within a calendar month. The bid includes all excavation work, new service line install, and all associated surface restoration. |
| <b>Amount for Approval:</b>                              | \$ \$1,000,000.00 (\$500,000.00 per contract)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

#### Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

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

|                             |                         |              |         |
|-----------------------------|-------------------------|--------------|---------|
| 503020-44450                | Pub Works by Proj Maint | \$ 1,000,000 | \$      |
| 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):

The work from this bid award will be funded by Utility Fund Reserves.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



## CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

## FORMAL SEALED BID TABULATION

|                      |            |                      |         |                         |           |
|----------------------|------------|----------------------|---------|-------------------------|-----------|
| Date of Bid Opening: | 10/10/2024 | Time of Bid Opening: | 1:00 PM | Solicitation ID Number: | IFB-24-70 |
|----------------------|------------|----------------------|---------|-------------------------|-----------|

Solicitation Title: Indefinite Delivery - Indefinite Quantity (IDIQ) Water Service Line Replacement Work

| Bidders:  |                    |                 |             | Calcon, Inc |                | Goins Enterprises, Inc |                | Mo-Ark Utilities |                |
|-----------|--------------------|-----------------|-------------|-------------|----------------|------------------------|----------------|------------------|----------------|
| Line Item | Estimated Quantity | Unit of Measure | Description | Unit Price  | Extended Price | Unit Price             | Extended Price | Unit Price       | Extended Price |

## Unit Prices: Concrete Work

All concrete work shall include demolition and haul off.

|   |     |    |                                                                             |          |             |          |             |          |             |
|---|-----|----|-----------------------------------------------------------------------------|----------|-------------|----------|-------------|----------|-------------|
| 1 | 100 | LF | Construct curb and gutter per Street Specifications (include base in price) | \$200.00 | \$20,000.00 | \$75.00  | \$7,500.00  | \$95.00  | \$9,500.00  |
| 2 | 100 | SY | Construct sidewalks per Street Specifications (include base in price)       | \$360.00 | \$36,000.00 | \$135.00 | \$13,500.00 | \$195.00 | \$19,500.00 |
| 3 | 100 | SY | Construct driveways (include base in price)                                 | \$360.00 | \$36,000.00 | \$135.00 | \$13,500.00 | \$195.00 | \$19,500.00 |

## Unit Prices: Water Service line replacement (Corporation and Meter Setter to remain)

Short side services are generally 10ft in length or less, not to exceed 20ft. Long side services are generally 50ft in length or less, not to exceed 70ft. All services must be installed with PEX A service line material with tracer wire. Long side services must be installed in a 2" conduit. All yard work shall be included in these line items. Seed or Sod will be required to match existing species.

|   |     |    |                                                                                               |            |              |            |                |            |                |
|---|-----|----|-----------------------------------------------------------------------------------------------|------------|--------------|------------|----------------|------------|----------------|
| 4 | 250 | EA | Furnish and Install New service line 1", Main side (Includes all excavation at 0 ft to 7 ft)  | \$2,630.00 | \$657,500.00 | \$4,500.00 | \$1,125,000.00 | \$3,275.00 | \$818,750.00   |
| 5 | 250 | EA | Furnish and Install New service line 1", Main side (Includes all excavation at 8 ft to 13 ft) | \$2,905.00 | \$726,250.00 | \$5,000.00 | \$1,250,000.00 | \$4,075.00 | \$1,018,750.00 |
| 6 | 250 | EA | Furnish and Install New service line 1", Long Side (Includes all excavation at 0 ft to 7 ft)  | \$3,305.00 | \$826,250.00 | \$5,000.00 | \$1,250,000.00 | \$4,187.00 | \$1,046,750.00 |
| 7 | 250 | EA | Furnish and Install New service line 1", Long Side (Includes all excavation at 8 ft to 13 ft) | \$3,580.00 | \$895,000.00 | \$5,500.00 | \$1,375,000.00 | \$4,987.00 | \$1,246,750.00 |
| 8 | 250 | EA | Furnish and Install New Service Line Only 1" Main Side (No excavation needed)                 | \$675.00   | \$168,750.00 | \$2,000.00 | \$500,000.00   | \$450.00   | \$112,500.00   |
| 9 | 250 | EA | Furnish and Install New Service Line Only 1" Long Side (No excavation needed)                 | \$810.00   | \$202,500.00 | \$2,300.00 | \$575,000.00   | \$675.00   | \$168,750.00   |

## Unit Prices: Directional Boring

Long side services generally cross city streets that are 20' to 30' back of curb to back of curb. The bore includes 2" conduit and shall extend 2' behind the curb.

|    |       |    |                                                    |         |                |         |                |         |                |
|----|-------|----|----------------------------------------------------|---------|----------------|---------|----------------|---------|----------------|
| 10 | 30000 | LF | Directional Boring of 2" conduit. (long side only) | \$60.00 | \$1,800,000.00 | \$40.00 | \$1,200,000.00 | \$64.00 | \$1,920,000.00 |
|----|-------|----|----------------------------------------------------|---------|----------------|---------|----------------|---------|----------------|

## Labor Rate

|    |   |          |                                                                                                                                                                                                                    |          |          |          |          |          |          |
|----|---|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|----------|----------|----------|----------|
| 11 | 1 | Per Hour | (In dollars per hour for miscellaneous items) (This dollar amount is outside of the Line Items in this Bid – all other Line Items shall include labor rates in addition to all other costs)                        | \$50.00  | \$50.00  | \$95.00  | \$95.00  | \$50.00  | \$50.00  |
| 12 | 1 | Per Hour | Equipment and Operator (In dollars per hour for miscellaneous items) (This dollar amount is outside of the Line Items in this Bid – all other Line Items shall include labor rates in addition to all other costs) | \$200.00 | \$200.00 | \$220.00 | \$220.00 | \$150.00 | \$150.00 |

|                                                                               |  |  |  |                                                                                |  |                                                                                |  |                                                                                |  |
|-------------------------------------------------------------------------------|--|--|--|--------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------|--|
| Total Bid Price                                                               |  |  |  | \$5,368,250.00                                                                 |  | \$7,309,500.00                                                                 |  | \$6,380,750.00                                                                 |  |
| Surcharge for Priority Start (within 7 calendar days of Work Assignment Date) |  |  |  | \$2,500.00                                                                     |  | \$500.00                                                                       |  | \$1,200.00                                                                     |  |
| Surcharge for Emergency Start (within 12 hours of written notification)       |  |  |  | \$5,000.00                                                                     |  | \$2,000.00                                                                     |  | \$4,500.00                                                                     |  |
|                                                                               |  |  |  | *Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation. |  | *Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation. |  | *Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation. |  |

purchasing@bentonville.com - (479) 271-3115





## CITY OF BENTONVILLE, ARKANSAS

### **SERVICE CONTRACT: IFB-24-70-Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service**

#### **Line Replacement Work**

**THIS CONTRACT** is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Calcon, 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-24-70-Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement Work (attached hereto as **Exhibit B**).

**2. PRIMARY CONTACTS.** The primary contact for the Contractor shall be \_\_\_\_\_ . The primary contact for the City shall be the City of Bentonville Water Utility Construction Manager, or designated assignee.

**3. CONTRACT TERM.** The term for this Contract shall be one (1) year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years, commencing on the effective date of this Contract.

- a. Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.
- b. Contractor shall be available to begin services within two (2) weeks from the Effective Date of this Contract, and shall be available after that date in accordance with this Contract and the Exhibits attached hereto, as directed by the City’s contact, on an as needed basis.
- c. Contractor shall be in an on-call rotation based on the Bid Tabulation (attached hereto as **Exhibit C**) with the second lowest bidder.
- d. Any changes to the Term of this Contract 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.



**CITY OF BENTONVILLE, ARKANSAS**

**4. WORK PROCEDURES.** All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

**a. Initial Meeting.** Representatives of the City and the Contractor shall meet prior to performance of the work, to review the scope of the work to be completed.

**b. Specifications.** All work shall confirm to the specifications in the Exhibits attached hereto.

**c. Delays.** Any decision to delay scheduled work shall be pre-approved by the City's contact and shall be confirmed between the Parties in writing. The work shall resume and take place as directed by the City.

**d. Unsatisfactory Results.** Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

**e. 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 **Exhibit C** of this Contract for actual work performed. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. There shall be no change in fees permitted during the original term of this Contract or for any mutually agreed upon renewal year.

**a.** All schedules shall be in accordance with the Exhibits attached hereto.





## CITY OF BENTONVILLE, ARKANSAS

**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, for work completed, to the City's Contact for review. Payment will only be made for actual work completed and approved by the City's Contact. All invoices submitted pertaining to work performed or items delivered for this Contract must include IFB-24-70.

- a. 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.



## CITY OF BENTONVILLE, ARKANSAS

**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. 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**.

**a. U.S. Dirt Works**

1. Work to be performed: Directional Boring
2. Does Subcontractor's portion exceed \$50,000.00: No



## CITY OF BENTONVILLE, ARKANSAS

### **b. Schooley Brothers Excavation**

1. Work to be performed: Service Connections and Landscaping
2. Does Subcontractor's portion exceed \$50,000.00: No

**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. 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.

**14. 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.

**15. TAXES, LICENSES AND PERMITS.** The Contractor shall pay all Local, State and Federal



## CITY OF BENTONVILLE, ARKANSAS

taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

**16. 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.

**17. 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.

**18. NO THIRD PARTY BENEFICIARIES.** Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

**19. INDEPENDENT CONTRACTOR.** Contractor is an independent contractor and is not an agent or employee of City.

**20. 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.

**21. 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.

**22. 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



**CITY OF BENTONVILLE, ARKANSAS**

be valid and enforceable.

**23. 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**.

*[Signature Page Follows]*

Administrative Services  
Purchasing Department  
1000 SW 14<sup>th</sup> 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  
\_\_\_\_\_ (the effective date).

CITY OF BENTONVILLE, ARKANSAS

By: \_\_\_\_\_  
Stephanie Orman, Mayor

By: \_\_\_\_\_  
(Signature)

*\*By signing this Contract, Signor attests that they are  
authorized to bind this Company to this Contract.*

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Calcon, Inc.

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## CITY OF BENTONVILLE, ARKANSAS

### **SERVICE CONTRACT: IFB-24-70-Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service**

#### **Line Replacement Work**

**THIS CONTRACT** is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Mo-Ark Utilities, 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-24-70-Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement Work (attached hereto as **Exhibit B**).

**2. PRIMARY CONTACTS.** The primary contact for the Contractor shall be \_\_\_\_\_ . The primary contact for the City shall be the City of Bentonville Water Utility Construction Manager, or designated assignee.

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- d. Any changes to the Term of this Contract 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.



**CITY OF BENTONVILLE, ARKANSAS**

**4. WORK PROCEDURES.** All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

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## CITY OF BENTONVILLE, ARKANSAS

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**CITY OF BENTONVILLE, ARKANSAS**

**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.

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**a. Hickman Underground, LLC**

1. Work to be performed: Directional Boring
2. Does Subcontractor's portion exceed \$50,000.00: Yes
3. Contractor's License: ARK 0449600225



## CITY OF BENTONVILLE, ARKANSAS

### **b. Jackson Brothers Concrete**

1. Work to be performed: Concrete
2. Does Subcontractor's portion exceed \$50,000.00: No

**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. 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.

**14. 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.

**15. TAXES, LICENSES AND PERMITS.** The Contractor shall pay all Local, State and Federal



## CITY OF BENTONVILLE, ARKANSAS

taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

**16. 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.

**17. 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.

**18. NO THIRD PARTY BENEFICIARIES.** Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

**19. INDEPENDENT CONTRACTOR.** Contractor is an independent contractor and is not an agent or employee of City.

**20. 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.

**21. 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.

**22. 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.



**CITY OF BENTONVILLE, ARKANSAS**

**23. 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**.

*[Signature Page Follows]*

Administrative Services  
Purchasing Department  
1000 SW 14<sup>th</sup> 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  
\_\_\_\_\_ (the effective date).

CITY OF BENTONVILLE, ARKANSAS

By: \_\_\_\_\_  
Stephanie Orman, Mayor

By: \_\_\_\_\_  
(Signature)

*\*By signing this Contract, Signor attests that they are  
authorized to bind this Company to this Contract.*

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Mo-Ark Utilities

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDING BID IFB-24-70 TO CALCON, INC. AND MO-ARK UTILITIES, FOR WATER SERVICE LINE REPLACEMENT AT THE PER UNIT PRICES SET FORTH THEREIN, IN THE TOTAL AMOUNT NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000.00); AMENDING THE 2024 BUDGET TO APPROPRIATE MONIES, FROM UTILITY FUND TO ACCOUNT #503020-44450 – PUBLIC WORKS BY PROJECT MAINTENANCE; AND FOR OTHER PURPOSES.**

**WHEREAS**, City of Bentonville recommends awarding IFB-24-70 to both Calcon, Inc. and MO-ARK Utilities, per attached prices;

**WHEREAS**, Calcon, Inc. was the lowest responsive bidder and MO-ARK Utilities the second lowest;

**WHEREAS**, each contract will be for a one year term, not to exceed five hundred thousand dollars (\$500,000.00) per year, renewable annually upon mutual written agreement via Amendment, for a total maximum term not to exceed three (3) years; and

**WHEREAS**, a budget adjustment of one million dollars (\$1,000,000.00), five hundred thousand (\$500,000.00) per contract, is needed for this bid award.

**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 Calcon, Inc. and MO-ARK Utilities at the per unit prices set forth in IFB-24-70, for the Water Service Line Replacement, in the total amount not to exceed one million dollars (\$1,000,000.00);

Section 2: The 2024 Budget is hereby amended to appropriate one million dollars (\$1,000,000.00) from Utility Funds to Account #503020-44450 – Public Works by Project Maintenance;

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

|                              |                             |                           |                  |
|------------------------------|-----------------------------|---------------------------|------------------|
| <b>Council Meeting Date:</b> | 11/12/2024                  | <b>Submitted By:</b>      | Patrick Johndrow |
| <b>Phone:</b>                | 479-271-6781                | <b>For Department(s):</b> | Finance          |
| <b>Email:</b>                | pjohndrow@bentonvillear.com |                           |                  |

### Item Type (Check all that apply)

|                                            |                                                       |                                                  |                                           |
|--------------------------------------------|-------------------------------------------------------|--------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Informational     | <input type="checkbox"/> Bid Award                    | <input type="checkbox"/> Enter into an Agreement | <input type="checkbox"/> Change Order     |
| <input type="checkbox"/> Recognizing Funds | <input checked="" type="checkbox"/> Budget Adjustment | <input type="checkbox"/> Waiver of Bid           | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Ordinance         | <input checked="" type="checkbox"/> Resolution        | <input type="checkbox"/> Informational           |                                           |

### Title, Recommendation & Justification

|                                                          |                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                                            | Resolution Approving a Budget Adjustment Related to 2024 Bonds                                                                                                                                                                                                                                                                                                             |
| <b>Action Recommendation &amp; Justification:</b>        | An ordinance was approved on September 10, 2024 to allow the issuance of revenue bonds to finance the cost of improvements to the Water Resource Recovery Facility. The bonds were issued on October 24, 2024. This budget adjustment is to allocate the bonds and account for legal fees and 2024 interest. Approved by Utility Board 5-0. A budget adjustment is needed. |
| <b>Additional Comments for Consideration (Optional):</b> |                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Amount for Approval:</b>                              | \$ 97,759,381.00                                                                                                                                                                                                                                                                                                                                                           |

### Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: \_\_\_\_\_

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

|                             |                       |               |               |
|-----------------------------|-----------------------|---------------|---------------|
| 503030-39320                | Revenue Bonds         | \$            | \$ 97,759,381 |
| Account Number (ORG-OBJECT) | Account Description   | Expense       | Revenue       |
| 503030-47210                | Plants and Building   | \$ 97,696,381 | \$            |
| Account Number (ORG-OBJECT) | Account Description   | Expense       | Revenue       |
| 503030-48120                | Series 2024 Interest  | \$ 205.00     | \$            |
| Account Number (ORG-OBJECT) | Account Description   | Expense       | Revenue       |
| 503030-48220                | Series 2024 Bond Fees | \$ 63,000.00  | \$            |
| Account Number (ORG-OBJECT) | Account Description   | Expense       | Revenue       |

### Fund(s) Impacted

(check all that apply)

☐ General Fund ☒ Utility Fund ☐ Street Fund ☐ Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING THE 2024 BUDGET; TO RECOGNIZE AND APPROPRIATE FUNDS RELATED TO 2024 REVENUE BONDS, IN AN AMOUNT OF NINETY-SEVEN MILLION SEVEN HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED EIGHTY-ONE DOLLARS (\$97,759,381.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, an Ordinance was approved on September 10, 2024, to allow the issuance of revenue bonds to finance the cost of improvements to the Water Resource Recovery Facility;

**WHEREAS**, the bonds were issued on October 24, 2024; and

**WHEREAS**, this budget adjustment is needed to allocate bonds and account for legal fees and 2024 interest.

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

Section 1: The 2024 Budget is hereby adjusted to recognize said revenue bond funds into Account #503030-39320 – Revenue Bonds;

Section 2: The 2024 Budget is further adjusted to appropriate ninety-seven million six hundred ninety-six thousand three hundred eighty-one dollars (\$97,696,381.00) into Account #503030-47210 – Plants and Building, two hundred five dollars (\$205.00) into Account #503030-48120 – Series 2024 Interest, and sixty-three thousand dollars (\$63,000.00) into Account #503030-48220 – Series 2024 Bond Fees;

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:**

\_\_\_\_\_  
**Stephanie Orman, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Malorie Marrs, CITY CLERK**



## Lot Split - Lots 5 & 6 of RSB Subdivision

5500 Southwest Gunstock Road

**PC Date:** 11/5/2024

### Staff Report Details

|                                                  |                                        |
|--------------------------------------------------|----------------------------------------|
| <b>Project Number</b>                            | LS24-0037                              |
| <b>Applicant / Current Owner</b>                 | CABLE, GUY J JR & ELIZABETH A TRUSTEES |
| <b>Site Area</b>                                 | +/- <b>[Site_Area]</b> Acres           |
| <b>Current Zoning</b>                            | A-1, Agriculture                       |
| <b>Requested Zoning</b>                          | NA                                     |
| <b>Current Future Land Use Map Designation</b>   | Residential Estate                     |
| <b>Requested Future Land Use Map Designation</b> | NA                                     |
| <b>Development Type / Use</b>                    | Single-family, Agriculture             |
| <b>Related projects</b>                          |                                        |

### Property Description

Lot Split: of Lot 1 of RSB Subdivision Creating New Lots 5 and 6 of RSB Subdivision. 5500 Southwest Gunstock Road. CABLE, GUY J JR & ELIZABETH A TRUSTEES, R-1, Low-Density Single-Family Residential, LS24-0037

A lot split of Lot 1 of RSB Subdivision Creating New Lots 5 and 6 of RSB Subdivision. Per the requirements of the Master Street Plan, the plat will dedicate 3,529 square feet of Right of Way along Southwest Adams Road. The plat will dedicate a 10-foot utility easement where Southwest Gunstock Road connects to Lot 6. The plat will also dedicate a 20-foot utility easement along Southwest Adams Road.

### Project Details

### Relationship to the General Plan / Projected Traffic Impact

**Public Comment**

Has Staff received Public Comment at the time of this report? : **No**

**Analysis / Waivers****Conclusion****Additional Details**



Pending PC Item

SW OPAL RD

SW ADAMS RD

**RSB SUBDIVISION  
CREATING  
LOTS 5 AND 6**

SW GUNSTOCK RD

SW FAIRVIEW BLVD

SW SHADY SIDE AVE

SW HERITAGE AVE

SW  
OSAGE ST

SW KNOTTY PINE RD

SW NORTH FORK ST

SW  
BEAR RD

SW REGIONAL AIRPORT BLVD

PLA24-0023

Lot Split RSB Sub Creating Lots 5 and 6  
5500 SW GUNSTOCK RD



EASEMENT DEDICATION PER THIS PLAT:

We hereby grant to the City of Bentonville a blanket Avigation Easement over Lot 6 of the Lot Split, pursuant to Municipal Code Section 401.12.

BENCHMARK:

BM-1  
Bolt between the Letters "E" and "L" in the word "MUELLER" on top flange of fire hydrant located on East of Gunstock Rd. where road meets subject property.  
Northing: 730414.43  
Easting: 639494.81  
Elev: 1223.36'

BM-2  
NE Bolt on top flange of fire hydrant located on East side of Adams Rd. approx. 56' East of the SE Corner of subject property.  
Northing: 730385.40  
Easting: 640314.26  
Elev: 1209.35'

| Parcel Line Table |             |        |
|-------------------|-------------|--------|
| Line #            | Direction   | Length |
| L1                | N87°08'51"W | 12.10  |
| L2                | S83°15'05"E | 10.19  |
| L3                | N2°51'09"E  | 20.12  |
| L4                | S87°08'51"E | 76.94  |

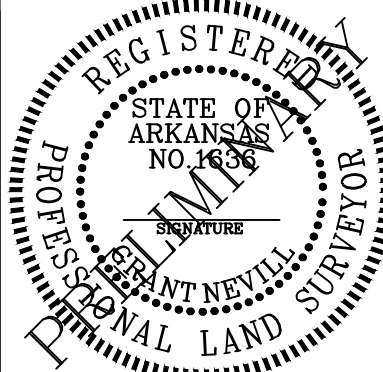
OWNER INFORMATION:  
Guy Cable  
5500 SW Gunstock Rd.  
Bentonville, AR. 72713  
(479) 220-8365  
gcable@grandsavingsbank.com

LOT SPLIT OF LOT 1

CREATING LOTS 5 & 6  
OF RSB SUBDIVISION  
BENTONVILLE, ARKANSAS

SHEET:

PROJECT:



SAND CREEK  
Engineers and Land Surveying  
Bentonville, Arkansas (479) 464-9262

SITE LEGEND

- MONUMENT SET (5/8" REBAR w/CAP "PLS1002")
- MONUMENT FOUND (AS NOTED)
- BENCH MARK
- UTILITY POLE
- SIGN
- GAS SIGN
- TELEPHONE SIGN
- CABLE SIGN
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- HOSE BIB
- DRAINAGE MANHOLE
- ELECTRIC METER
- CLEANOUT
- SANITARY MANHOLE
- HVAC / AC UNIT
- CABLE RISER
- TELEPHONE RISER
- ELECTRIC RISER
- MAILBOX
- DECIDUOUS TREE

- PROPERTY LINES
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- FENCE (CHAINLINK)
- FENCE (BARB WIRE)

- CONCRETE
- GRAVEL
- ASPHALT

FLOOD STATEMENT:

(BY GRAPHICAL PLOTTING ONLY)  
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0235K. Revised date June 04, 2012.

DETAIL

SCALE 1"=20'

SURVEYOR'S CERTIFICATE:

I, Grant E. Nevill, 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 Property Boundary Surveys and Plans have been met.

Date of Execution:

Grant E. Nevill  
Registered Land Surveyor  
State of Arkansas  
Registration No. 16336

C.O.B. Project No. LS24-0037  
State Filing Code: 500-19N-31W-0-16-240-04-1636

PLS: CEG

CAD: MJH

FIELD: MS/MJH

SCE PROJECT #: 24048

DATE: 10/15/2024

SHEET: 2 OF 2

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 OF RSB SUBDIVISION  
CREATING NEW LOTS 5 AND 6 OF RSB SUBDIVISION TO THE CITY OF  
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: LS24-0037)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 1 OF RSB SUBDIVISION creating new LOTS 5 AND 6 OF RSB SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 5, 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 RSB SUBDIVISION creating new LOTS 5 AND 6 OF RSB 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:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**

|                                                                                   |                                                                              |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------|
|  | <b>Property Line Adjustment - Lots 1-3, 8th St. Gateway Park Subdivision</b> |
|                                                                                   | Southwest 8th Street                                                         |
|                                                                                   | <b>PC Date:</b> 11/5/2024                                                    |

| Staff Report Details                             |                                                                         |
|--------------------------------------------------|-------------------------------------------------------------------------|
| <b>Project Number</b>                            | PLA24-0022                                                              |
| <b>Applicant / Current Owner</b>                 | Brittany Gillen / City of Bentonville                                   |
| <b>Site Area</b>                                 | +/- 85.57 Acres                                                         |
| <b>Current Zoning</b>                            | A-1, Agriculture                                                        |
| <b>Requested Zoning</b>                          | N/A                                                                     |
| <b>Current Future Land Use Map Designation</b>   | A-1, Agriculture, I-1, Light Industrial, Office, and General Commercial |
| <b>Requested Future Land Use Map Designation</b> | N/A                                                                     |
| <b>Development Type / Use</b>                    | Park, Open Space                                                        |
| <b>Related projects</b>                          | LSD23-0047                                                              |

| Property Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Property Line Adjustment: Existing Lots 1, 2, and 4 of Allen Subdivision South, Lot 2 of North AR Wholesale 8<sup>th</sup> Street, and Tracts 10 and 12 of Hardcastle Estates Subdivision Creating New Lots 1-3 of 8<sup>th</sup> Street Gateway Park Subdivision, Southwest 8<sup>th</sup> Street, A-1, Agricultural, PLA24-0022</b></p> <p>A Property Line Adjustment of Existing Lots 1, 2, and 4 of Allen Subdivision South, Lot 2 of North AR Wholesale 8th Street, and Tracts 10 and 12 of Hardcastle Estates Subdivision Creating New Lots 1-3 of 8th Street Gateway Park Subdivision. Per the requirements of the Master Street Plan, the existing right-of-way is adequate along Southwest 8<sup>th</sup> Street and Melissa Drive. The plat will dedicate 15,550 square feet of utility easement on Lot 1, a 20-foot water utility easement on Lot 1, a 20-foot utility easement on Lot 1, a 15-foot utility easement along Southwest 8<sup>th</sup> Street and west of Melissa Drive, 20,405 square feet of utility easement along Southwest 8<sup>th</sup> Street and east of Melissa Drive, and a 20-foot utility easement on Lot 3.</p> |

| Project Details |
|-----------------|
|                 |

|                                                                    |
|--------------------------------------------------------------------|
| <b>Relationship to the General Plan / Projected Traffic Impact</b> |
|                                                                    |

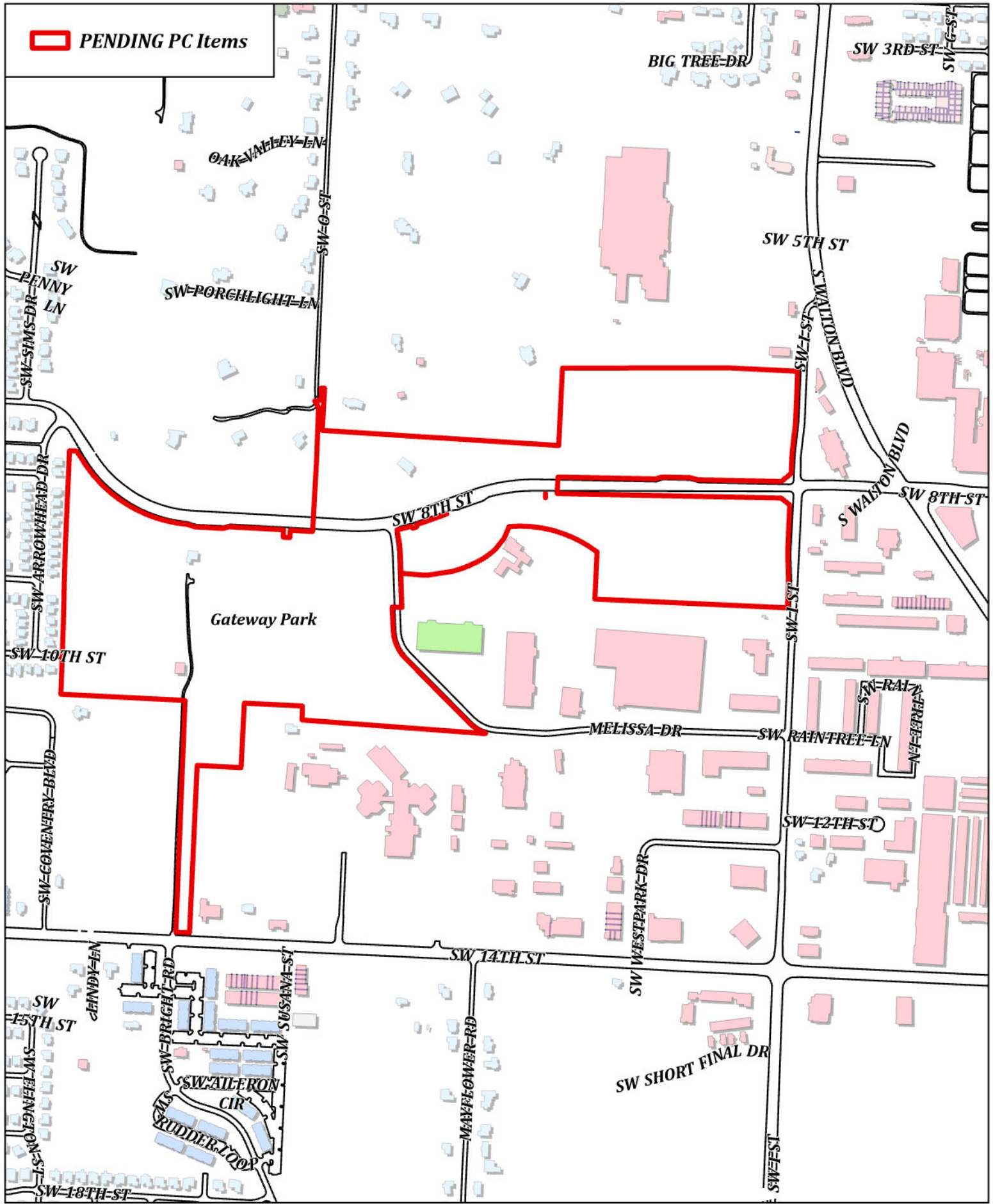
|                                                                                  |
|----------------------------------------------------------------------------------|
| <b>Public Comment</b>                                                            |
| Has Staff received Public Comment at the time of this report? : <b><u>No</u></b> |

|                           |
|---------------------------|
| <b>Analysis / Waivers</b> |
|                           |

|                   |
|-------------------|
| <b>Conclusion</b> |
|                   |

|                           |
|---------------------------|
| <b>Additional Details</b> |
|                           |





PLA24-0022  
Gateway Park  
Property Line Adjustment



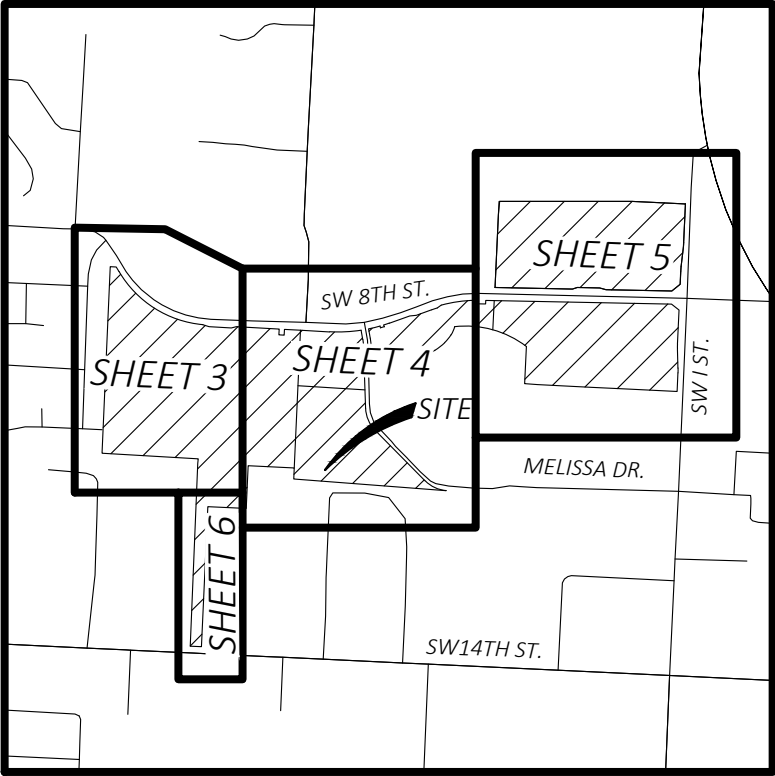
Lot Combination of Lots 1, 2, & 4, Allen Sub. South, Lot 2, North AR Wholesale 8th St., and Tracts 10 and 12, Hardcastle Estates Sub., creating Lots 1-3, 8th St. Gateway Park Sub.

# City of Bentonville

8th Street Gateway Park  
Bentonville, Benton County, Arkansas

GENERAL NOTES:

- 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 than 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.
- 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.
- This plat represents a Lot Combination of parcel #'s 01-17301-000, 01-05068-009, 01-05068-000, 01-05068-002, 01-19575-000, & 01-19574-000 recorded in Deed Inst. #L202355141 in the public records of Benton County, Arkansas.
- The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
- Basis of Bearings: All bearings and distances shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone, as established by a Static observations processed through Trimble RTX.
- This survey is valid only if the drawing includes the seal and signature of the surveyor.
- This survey meets current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
- This survey is based on a title commitment provided by Title Insurance Company, File Number countersigned by Countersigner1, Effective Date: Effective Date1.
- Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
- No attempt was made to show building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.
- Subsurface and environmental conditions were not examined nor considered a part of this survey.
- Multiple utility services are located within easements abutting or within the bounds of subject tract.
- 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.
- The contractor is advised to contact 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 contact all non-members as well as the One-Call System.
- By scaled map location and graphical plotting only. This property is located in shaded Zone "X" which are areas of 0.2% annual flood chance; areas of 1% annual flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 1% annual chance flood as determined by the National Flood Insurance, Flood Insurance Rate Map for Benton County, Arkansas.  
Map Number: 05007C0255K  
Dated: June 05, 2012  
  
Graphical floodplain shown on this survey is derived from Base Level Engineering data from FEMA at <https://webapps.usgs.gov/infrm/estbfe/>. There is currently no updated FIRM panel to reference new data for the 100 year floodplain.
- Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit <http://www.bentonvilleplanning.com/> or call the Planning Department @ 479-271-3122. GIS map.
- There are no waivers, variances and/or conditional uses at the time of preparing this plat or plan.
- We hereby grant to the City of Bentonville a blanket Avigation Easement over the entirety of this (Subdivision, Lot Split, Property Line Adjustment) pursuant to Municipal Code Section 401.12.
- No residential lot shall be permitted direct access to a collector or arterial street. All residential subdivision development contiguous to a collector or arterial street shall orient frontage to a local street, and back of the project, without access to the said major streets.
- 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.



VICINITY MAP

NOT TO SCALE  
Latitude: 36°21'50"N  
Longitude: 94°13'28"W

**Owner:**  
Parcel #'s 01-17301-000, 01-05068-010, 01-05068-002, 01-19577-000, 01-19575-000, & 01-19574-000  
City of Bentonville  
8th Street Gateway Park  
Bentonville, Arkansas, Benton County  
Contact: Stephanie Orman, 479-271-3112

**Surveyors:**  
CEI Engineering Associates, Inc.  
2600 NE 11th St, Suite 300  
Bentonville, AR 72712  
Phone: (479) 273-9472  
Fax: (479) 271-0536  
Surveyor: Dustin Riley, Arkansas PLS #1618



Certificate of Ownership & Dedication:

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 and Address: \_\_\_\_\_

Print Name: \_\_\_\_\_

Certificate of 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 said rules and regulations.

Signed: \_\_\_\_\_  
Bentonville Planning Commission Chairman

Signed: \_\_\_\_\_  
Mayor, City of Bentonville

Signed: \_\_\_\_\_  
City Clerk, City of Bentonville

SHEET INDEX

- Cover Sheet
- Overview & Descriptions
- Lot Combination: West
- Lot Combination: Middle
- Lot Combination: East
- Lot Combination: South

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.

Date of Execution: \_\_\_\_\_

Signed: \_\_\_\_\_  
Registered Land Surveyor  
No. 1618  
State of Arkansas

ATLAS PAGE: 402

City of Bentonville Project # PLA24-0022

State Survey Code: 500-20N-31W-0-36-000-04-1618



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

Lot Combination  
City of Bentonville  
8th Street Gateway Park  
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               | WAP        |
| FIELD WORK             | KDM        |
| CEI PROJECT NUMBER     | 33535      |
| DATE                   | 10/10/2024 |
| REVISION               | REV-2      |

Cover Sheet

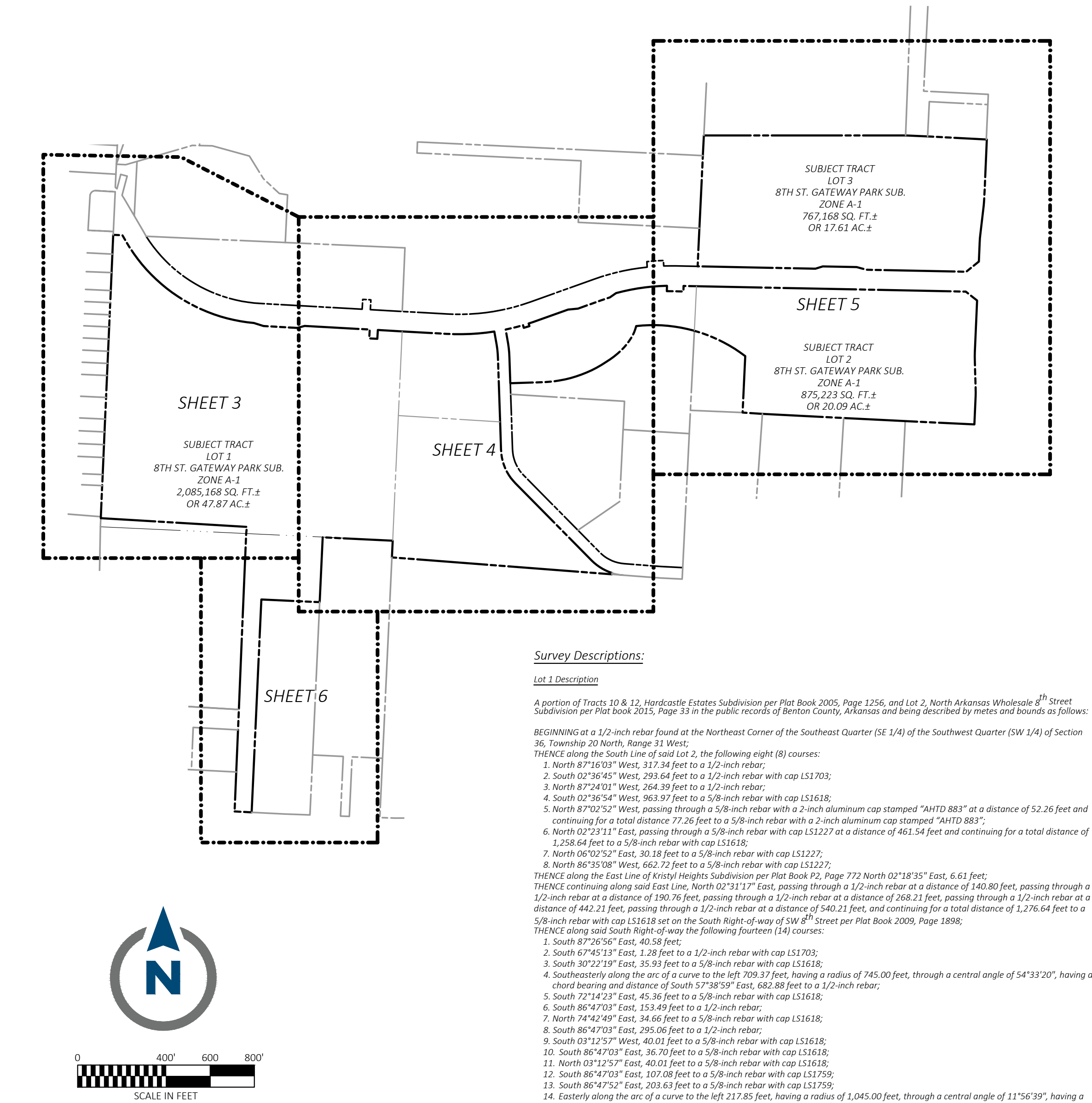
SHEET TITLE

SHEET NUMBER

1 OF 6



DRAWING LOCATION - S:\320001\32025\DRAWINGS\SURVEY\WORKING\32025\CD.DWG -- SAVED BY - WPIERSON



| Legend |                                              |
|--------|----------------------------------------------|
|        | Boundary Line                                |
|        | Adjoining Boundary Line                      |
|        | Right-of-Way Line                            |
|        | Easement Line                                |
|        | Utility Easement Dedicated per this Document |

Survey Descriptions:

Lot 1 Description

A portion of Tracts 10 & 12, Hardcastle Estates Subdivision per Plat Book 2005, Page 1256, and Lot 2, North Arkansas Wholesale 8<sup>th</sup> Street Subdivision per Plat book 2015, Page 33 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

BEGINNING at a 1/2-inch rebar found at the Northeast Corner of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 36, Township 20 North, Range 31 West;  
THENCE along the South Line of said Lot 2, the following eight (8) courses:  
1. North 87°16'03" West, 317.34 feet to a 1/2-inch rebar;  
2. South 02°36'45" West, 293.64 feet to a 1/2-inch rebar with cap LS1703;  
3. North 87°24'01" West, 264.39 feet to a 1/2-inch rebar;  
4. South 02°36'54" West, 963.97 feet to a 5/8-inch rebar with cap LS1618;  
5. North 87°02'52" West, passing through a 5/8-inch rebar with a 2-inch aluminum cap stamped "AHTD 883" at a distance of 52.26 feet and continuing for a total distance 77.26 feet to a 5/8-inch rebar with a 2-inch aluminum cap stamped "AHTD 883";  
6. North 02°23'11" East, passing through a 5/8-inch rebar with cap LS1227 at a distance of 461.54 feet and continuing for a total distance of 1,258.64 feet to a 5/8-inch rebar with cap LS1618;  
7. North 06°02'52" East, 30.18 feet to a 5/8-inch rebar with cap LS1227;  
8. North 86°35'08" West, 662.72 feet to a 5/8-inch rebar with cap LS1227;  
THENCE along the East Line of Kristyl Heights Subdivision per Plat Book P2, Page 772 North 02°18'35" East, 6.61 feet;  
THENCE continuing along said East Line, North 02°31'17" East, passing through a 1/2-inch rebar at a distance of 140.80 feet, passing through a 1/2-inch rebar at a distance of 190.76 feet, passing through a 1/2-inch rebar at a distance of 268.21 feet, passing through a 1/2-inch rebar at a distance of 442.21 feet, passing through a 1/2-inch rebar at a distance of 540.21 feet, and continuing for a total distance of 1,276.64 feet to a 5/8-inch rebar with cap LS1618 set on the South Right-of-way of SW 8<sup>th</sup> Street per Plat Book 2009, Page 1898;  
THENCE along said South Right-of-way the following fourteen (14) courses:

1. South 87°26'56" East, 40.58 feet;
2. South 67°45'13" East, 1.28 feet to a 1/2-inch rebar with cap LS1703;
3. South 30°22'19" East, 35.93 feet to a 5/8-inch rebar with cap LS1618;
4. Southeasterly along the arc of a curve to the left 709.37 feet, having a radius of 745.00 feet, through a central angle of 54°33'20", having a chord bearing and distance of South 57°38'59" East, 682.88 feet to a 1/2-inch rebar;
5. South 72°14'23" East, 45.36 feet to a 5/8-inch rebar with cap LS1618;
6. South 86°47'03" East, 153.49 feet to a 1/2-inch rebar;
7. North 74°42'49" East, 34.66 feet to a 5/8-inch rebar with cap LS1618;
8. South 86°47'03" East, 295.06 feet to a 1/2-inch rebar;
9. South 03°12'57" West, 40.01 feet to a 5/8-inch rebar with cap LS1618;
10. South 86°47'03" East, 36.70 feet to a 5/8-inch rebar with cap LS1618;
11. North 03°12'57" East, 40.01 feet to a 5/8-inch rebar with cap LS1618;
12. South 86°47'03" East, 107.08 feet to a 5/8-inch rebar with cap LS1759;
13. South 86°47'52" East, 203.63 feet to a 5/8-inch rebar with cap LS1759;
14. Easterly along the arc of a curve to the left 217.85 feet, having a radius of 1,045.00 feet, through a central angle of 11°56'39", having a chord bearing and distance of North 87°13'48" East, 217.45 feet to a 5/8-inch rebar with cap LS1759 found on the West Right-of-way of Melissa Drive per Plat book 2008, Page 50480;

THENCE along said West Right-of-way the following seven (7) courses:

1. South 10°07'08" East, 63.26 feet to a 5/8-inch rebar with cap LS1759;
2. Southerly along the arc of a curve to the right 57.08 feet, having a radius of 473.78 feet, through a central angle of 06°54'13", having a chord bearing and distance of South 05°22'35" East, 57.05 feet to a 5/8-inch rebar;
3. South 01°55'36" East, 290.03 feet to a 5/8-inch rebar;
4. South 01°55'36" East, 126.66 feet to a 5/8-inch rebar with cap LS1618;
5. Southeasterly along the arc of a curve to the left 168.51 feet, having a radius of 226.00 feet, through a central angle of 42°43'16", having a chord bearing and distance of South 23°17'14" East, 164.63 feet to a 5/8-inch rebar with cap LS1759;
6. South 44°38'52" East, 490.78 feet to a 5/8-inch rebar with cap LS1759;
7. Southeasterly along the arc of a curve to the left 109.05 feet, having a radius of 227.67 feet, through a central angle of 27°26'38", having a chord bearing and distance of South 58°29'28" East, 108.01 feet to a 5/8-inch rebar with cap LS1618 set at the Northwest Corner of the Parcel of land described at Deed Book 2011, Page 1130;  
THENCE along the West Line of said Parcel, South 04°21'26" West, 6.11 feet to a 5/8-inch rebar with cap LS1618 set on the South Line of said Tract 12, Hardcastle Estates;  
THENCE along said South Line, North 85°36'39" West, 998.61 feet to a 5/8-inch rebar found on the West Line of said Tract 12;  
THENCE along said West Line, North 02°36'22" East, 75.74 feet to the POINT OF BEGINNING containing 2,085,072 square feet or 47.87 acres, more or less.

Lot 2 Description

All of Lots 2 and 4 of Allen Subdivision South per Plat Instrument #L202130842 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

BEGINNING at a 1/2-inch rebar with cap LS1507 found at the Northwest Corner of said Lot 4;  
THENCE along the South Right-of-way of SW 8<sup>th</sup> Street per Plat Book 2009, Page 1898  
1. Easterly along the arc of a curve to the left 81.19 feet, having a radius of 1,045.00 feet, through a central angle of 04°27'06", having a chord bearing and distance of North 76°09'43" East, 81.17 feet to a 1/2-inch rebar with cap LS1507;  
2. South 16°20'17" East, 12.34 feet to a 1/2-inch rebar with cap LS1507;  
3. Easterly along the arc of a curve to the left 26.72 feet, having a radius of 1,057.34 feet, through a central angle of 01°26'53", having a chord bearing and distance of North 73°12'32" East, 26.72 feet to a 1/2-inch rebar with cap LS1507;  
4. North 17°14'40" West, 12.34 feet to a 1/2-inch rebar with cap LS1507;  
5. Easterly along the arc of a curve to the left 39.47 feet, having a radius of 1,045.00 feet, through a central angle of 02°09'51", having a chord bearing and distance of North 71°23'59" East, 39.47 feet to a 1/2-inch rebar with cap LS1507;  
6. North 70°19'03" East, 149.87 feet to a 1/2-inch rebar with cap LS1507;  
7. North 84°23'47" East, 45.22 feet to a 1/2-inch rebar with illegible cap;  
8. North 70°19'03" East, 110.57 feet to a 1/2-inch rebar with cap LS1507;  
9. Easterly along the arc of a curve to the right 42.26 feet, having a radius of 944.00 feet, through a central angle of 02°33'55", having a chord bearing and distance of North 71°36'00" East, 42.26 feet to a 1/2-inch rebar with cap LS1507;  
10. North 55°06'44" East, 34.22 feet to a 1/2-inch rebar with cap LS1507;  
11. Easterly along the arc of a curve to the right 233.32 feet, having a radius of 955.00 feet, through a central angle of 13°59'53", having a chord bearing and distance of North 81°50'14" East, 232.74 feet to a 1/2-inch rebar with cap LS1507;  
12. South 01°08'57" West, 24.22 feet to a 1/2-inch rebar with cap LS1507;  
13. South 88°51'03" East, 75.00 feet to a 1/2-inch rebar with cap LS1507;  
14. North 01°08'57" East, 25.00 feet to a 1/2-inch rebar with cap LS1507;  
15. South 88°51'03" East, 58.86 feet to a 1/2-inch rebar with cap LS1507;  
16. South 88°51'02" East, 1,219.27 feet to a 5/8-inch rebar with cap LS1618;  
17. South 51°49'32" East, 65.27 feet to a 5/8-inch rebar with cap LS1618 set on the West Right-of-way of SW I Street per Plat Instrument #L202130842;

THENCE along said West Right-of-way the following five (5) courses:

1. South 02°30'40" West, 235.13 feet to a chiseled "X";
2. Southerly along the arc of a curve to the left 36.90 feet, having a radius of 500.00 feet, through a central angle of 04°13'42", having a chord bearing and distance of South 00°23'50" West, 36.89 feet to a 5/8-inch rebar with cap LS1618;
3. South 01°43'00" East, 127.64 feet to a 5/8-inch rebar with cap LS1618;
4. Southerly along the arc of a curve to the right 33.35 feet, having a radius of 452.00 feet, through a central angle of 04°13'38", having a chord bearing and distance of South 00°23'50" West, 33.34 feet to a 5/8-inch rebar with cap LS1618;
5. South 02°30'40" West, 127.89 feet to a 5/8-inch rebar with cap LS1618 set at the Southeast Corner of said Lot 2;

THENCE along the South Line of said Lot 2 the following five (5) courses:

1. North 87°16'02" West, 313.24 feet to a 5/8-inch rebar with cap LS1618;
2. North 87°08'03" West, 279.13 feet to a 5/8-inch rebar with cap LS1618;
3. North 87°05'53" West, 45.00 feet to a 1-inch pipe;
4. North 87°05'53" West, 323.21 feet to a 5/8-inch rebar with cap LS1618;
5. North 86°09'11" West, 90.08 feet to a 5/8-inch rebar with cap LS1618;

THENCE along the West Line of said Lot 2, North 02°42'30" East, 255.54 feet to a 5/8-inch rebar with cap LS1618;  
THENCE continuing along said West Line and along the South Line of said Lot 4, Westerly along the arc of a curve to the left 524.58 feet, having a radius of 687.33 feet, through a central angle of 43°43'45", having a chord bearing and distance of North 74°35'04" West, 511.95 feet to a 5/8-inch rebar with cap LS1618;

THENCE continuing along said South Line the following

1. Southwesterly along the arc of a curve to the right 61.26 feet, having a radius of 189.50 feet, through a central angle of 18°31'23", having a chord bearing and distance of South 23°29'48" West, 61.00 feet to a 5/8-inch rebar with cap LS1618;
2. Southwesterly along the arc of a curve to the right 69.96 feet, having a radius of 295.56 feet, through a central angle of 13°33'44", having a chord bearing and distance of South 39°13'06" West, 69.80 feet to a 5/8-inch rebar with cap LS1618;
3. Southwesterly along the arc of a curve to the right 85.27 feet, having a radius of 401.95 feet, through a central angle of 12°09'18", having a chord bearing and distance of South 52°15'14" West, 85.11 feet to a 5/8-inch rebar with cap LS1618;
4. Westerly along the arc of a curve to the right 304.88 feet, having a radius of 550.00 feet, through a central angle of 31°45'37", having a chord bearing and distance of South 72°15'33" West, 300.99 feet to a 5/8-inch rebar with cap LS1618;
5. South 88°08'21" West, 147.76 feet to a 5/8-inch rebar with cap LS1618 set on said East Right-of-way of Melissa Drive;

THENCE along said East Right-of-way the following three (3) courses:

1. North 01°55'36" West, 116.69 feet to a 1/2-inch rebar with cap LS1507;
2. Northerly along the arc of a curve to the left 63.95 feet, having a radius of 525.76 feet, through a central angle of 06°58'08", having a chord bearing and distance of North 05°24'33" West, 63.91 feet to a 1/2-inch rebar;
3. North 10°07'08" West, 63.89 feet to the POINT OF BEGINNING containing 875,223 square feet or 20.09 acres, more or less.

Lot 3 Description

All of Lot 1, Allen Subdivision South per Plat Instrument #L202130842 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

COMMENCING at a 5/8-inch rebar with cap LS1618 set at the Northeast Corner of said Lot 1, Allen Subdivision;  
THENCE along the West Right-of-way of SW I Street per Plat Instrument #L202130842 the following five (5) courses:

1. South 02°30'40" West, 266.19 feet to a 5/8-inch rebar with cap LS1618;
2. Southerly along the arc of a curve to the right 32.70 feet, having a radius of 452.00 feet, through a central angle of 04°08'42", having a chord bearing and distance of South 04°35'00" West, 32.69 feet to a 5/8-inch rebar with cap LS1618;
3. South 06°39'22" West, 131.57 feet to a 5/8-inch rebar with cap LS1618;
4. Southerly along the arc of a curve to the left 36.17 feet, having a radius of 500.00 feet, through a central angle of 04°08'42", having a chord bearing and distance of South 04°35'00" West, 36.16 feet to a 5/8-inch rebar with cap LS1618;
5. South 02°30'40" West, 87.27 feet to a 5/8-inch rebar with cap LS1618 set on the North Right-of-way of SW 8<sup>th</sup> Street per Plat Book 2009, Page 1898;

THENCE along said North Right-of-way the following six (6) courses:

1. South 51°05'05" West, 73.30 feet to a 5/8-inch rebar with cap LS1618;
2. North 88°51'02" West, 452.51 feet to a 5/8-inch rebar with cap LS1618;
3. North 74°48'51" West, 45.35 feet to a 5/8-inch rebar with cap LS1618;
4. North 88°51'02" West, 153.42 feet to a 5/8-inch rebar with cap LS1618;
5. South 72°42'52" West, 34.79 feet to a 5/8-inch rebar with cap LS1618;
6. North 88°51'02" West, 533.47 feet to a 5/8-inch rebar with cap LS1618 set on the West Line of said Lot 1;  
THENCE along said West Line, North 02°42'54" East, passing through a 5/8-inch rebar at a distance of 172.66 feet and continuing for a total distance of 501.62 feet to a 5/8-inch rebar;  
THENCE continuing along said West Line, North 02°48'56" East, 91.46 feet to a 5/8-inch rebar found on the North Line of said Lot 1;  
THENCE along said North Line the following four (4) courses:  
1. South 89°59'56" East, 4.55 feet to a 1/2-inch rebar;
2. continuing along said South 89°59'56" East, 909.29 feet to a 1/2-inch rebar;
3. South 87°25'44" East, 99.46 feet to a 5/8-inch rebar with cap LS1304;
4. South 87°02'37" East, 268.33 feet to the POINT OF BEGINNING containing 767,168 square feet or 17.61 acres, more or less.

ATLAS PAGE: 402

City of Bentonville Project # PLA24-0022

State Survey Code: 500-20N-31W-0-36-000-04-1618



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) 488-3747  
FAX: (972) 488-6732

Lot Combination  
City of Bentonville  
8th Street Gateway Park  
Bentonville, Benton County, Arkansas

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This document shall  
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purpose and shall not  
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survey document

|                        |            |
|------------------------|------------|
| PROFESSIONAL OF RECORD | DGR        |
| DESIGNER               | WAP        |
| FIELD WORK             | KDM        |
| CEI PROJECT NUMBER     | 33535      |
| DATE                   | 10/10/2024 |
| REVISION               | REV-2      |

Overview &  
Descriptions

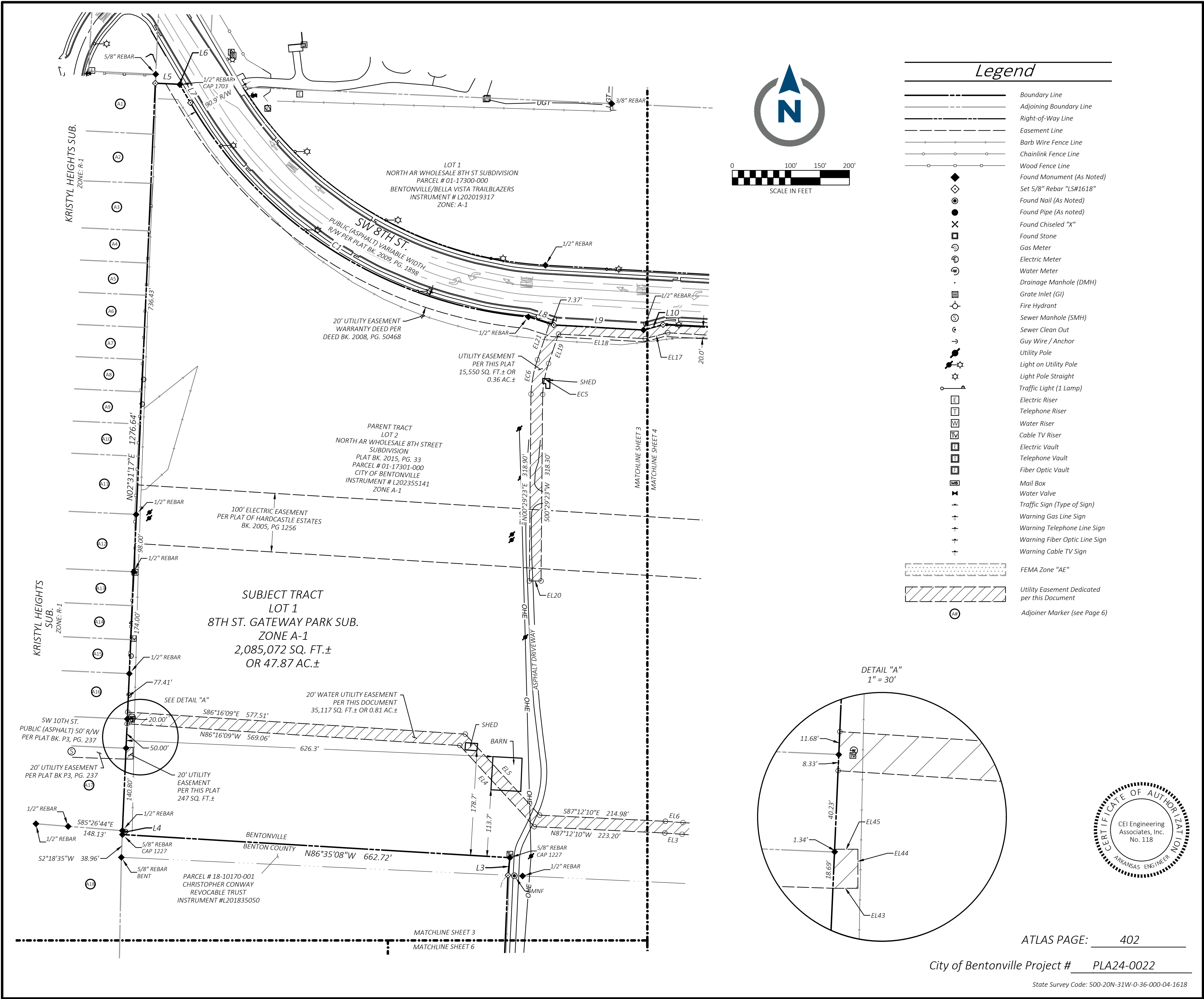
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SHEET NUMBER

2 OF 6



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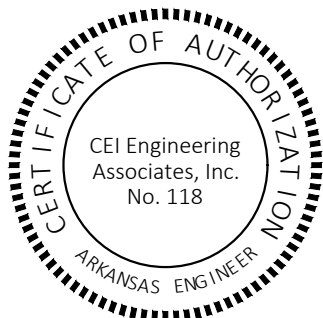


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**Lot Combination**  
**City of Bentonville**  
**8th Street Gateway Park**  
**Bentonville, Benton County, Arkansas**

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| FIELD WORK             | KDM        |
| CEI PROJECT NUMBER     | 33535      |
| DATE                   | 10/10/2024 |
| REVISION               | REV-2      |

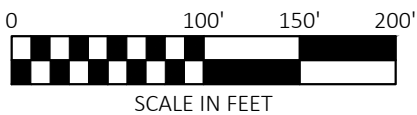
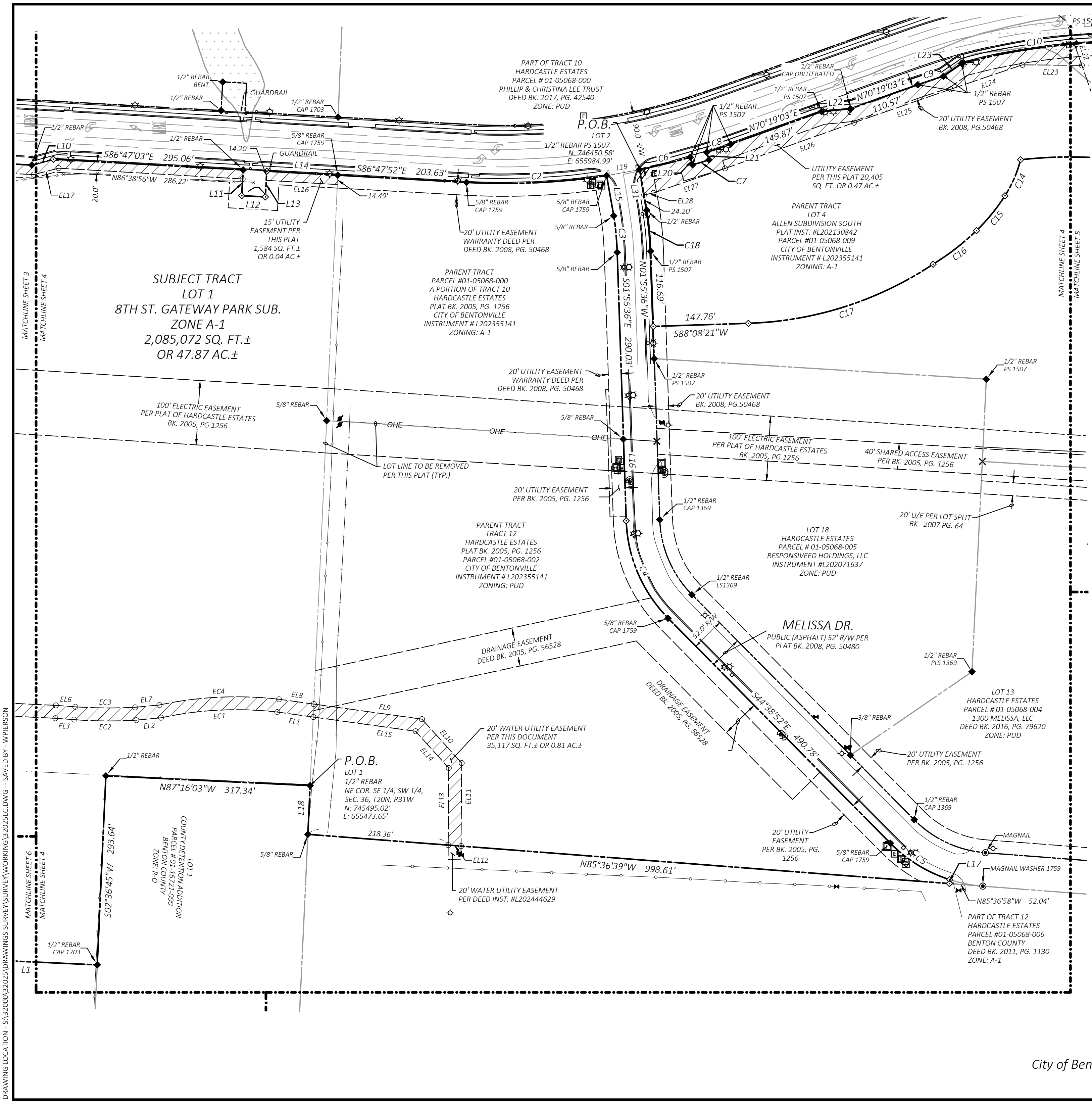
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**SHEET TITLE**

**SHEET NUMBER**

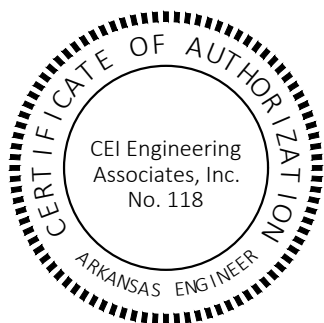
**3** OF **6**





### Legend

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
- Easement Line
- Barb Wire Fence Line
- Chainlink Fence Line
- Wood Fence Line
- Found Monument (As Noted)
- Set 5/8" Rebar "LS#1618"
- Found Nail (As Noted)
- Found Pipe (As noted)
- Found Chiseled "X"
- Found Stone
- Gas Meter
- Electric Meter
- Water Meter
- Drainage Manhole (DMH)
- Grate Inlet (GI)
- Fire Hydrant
- Sewer Manhole (SMH)
- Sewer Clean Out
- Guy Wire / Anchor
- Utility Pole
- Light on Utility Pole
- Light Pole Straight
- Traffic Light (1 Lamp)
- Electric Riser
- Telephone Riser
- Water Riser
- Cable TV Riser
- Electric Vault
- Telephone Vault
- Fiber Optic Vault
- Mail Box
- Water Valve
- Traffic Sign (Type of Sign)
- Warning Gas Line Sign
- Warning Telephone Line Sign
- Warning Fiber Optic Line Sign
- Warning Cable TV Sign
- FEMA Zone "AE"
- Utility Easement Dedicated per this Document
- Adjoiner Marker (see Page 6)



ATLAS PAGE: 402

City of Bentonville Project # PLA24-0022

State Survey Code: 500-20N-31W-0-36-000-04-1618



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Lot Combination  
City of Bentonville  
8th Street Gateway Park  
Bentonville, Benton County, Arkansas

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|                        |            |
|------------------------|------------|
| PROFESSIONAL OF RECORD | DGR        |
| DESIGNER               | WAP        |
| FIELD WORK             | KDM        |
| CEI PROJECT NUMBER     | 33535      |
| DATE                   | 10/10/2024 |
| REVISION               | REV-2      |

Lot Combination  
Middle

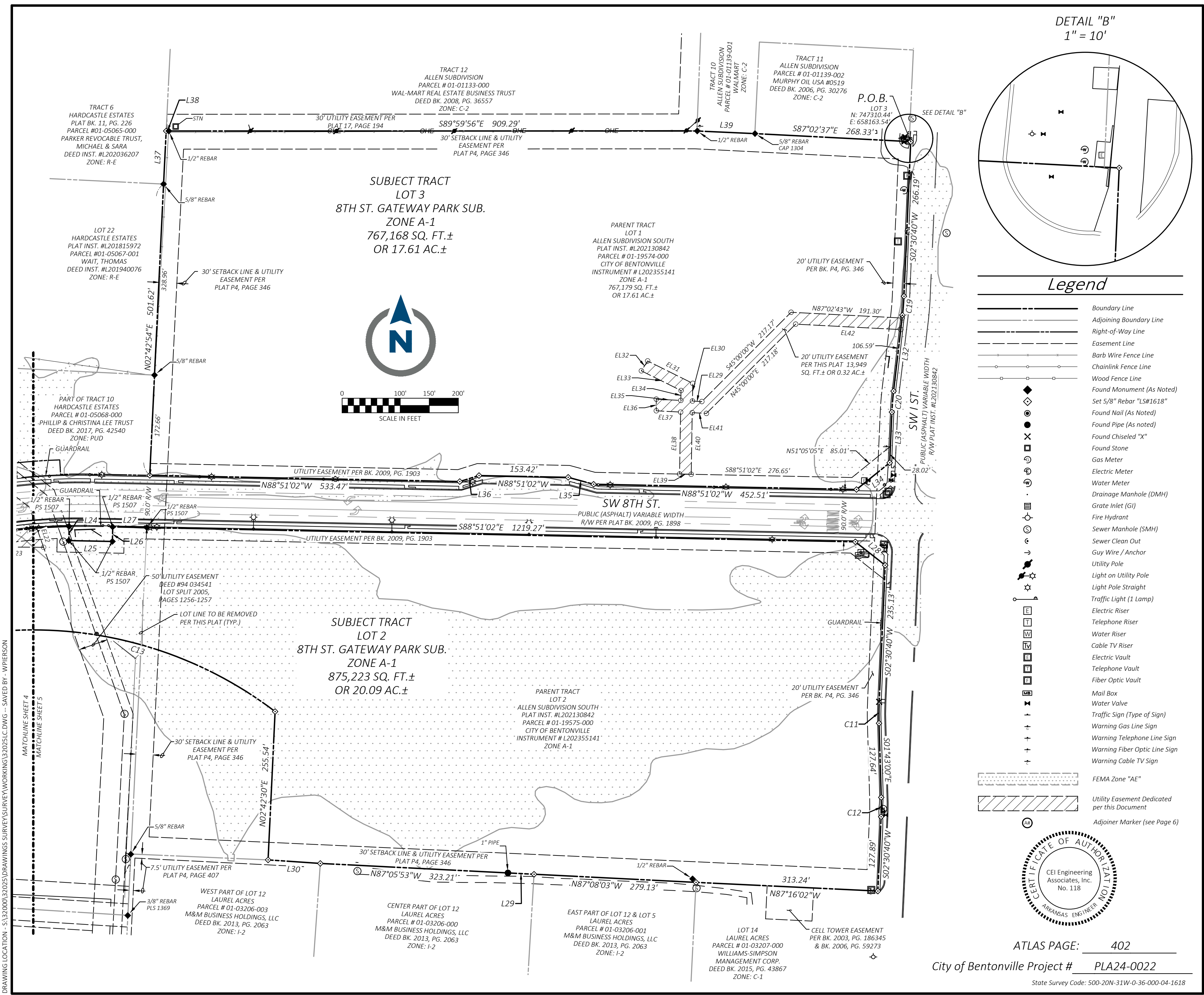
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SHEET NUMBER

4 OF 6

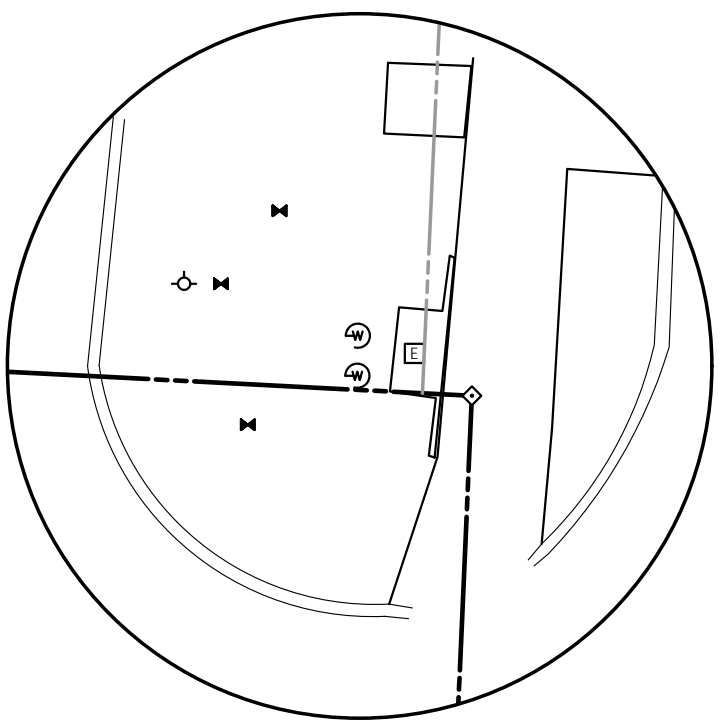


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DETAIL "B"  
1" = 10'



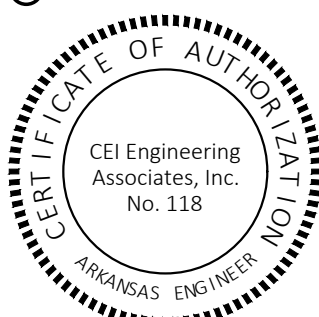
### Legend

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
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- Barb Wire Fence Line
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- Found Monument (As Noted)
- Set 5/8" Rebar "LS#1618"
- Found Nail (As Noted)
- Found Pipe (As noted)
- Found Chiseled "X"
- Found Stone
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- Water Meter
- Drainage Manhole (DMH)
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- Sewer Clean Out
- Guy Wire / Anchor
- Utility Pole
- Light on Utility Pole
- Light Pole Straight
- Traffic Light (1 Lamp)
- Electric Riser
- Telephone Riser
- Water Riser
- Cable TV Riser
- Electric Vault
- Telephone Vault
- Fiber Optic Vault
- Mail Box
- Water Valve
- Traffic Sign (Type of Sign)
- Warning Gas Line Sign
- Warning Telephone Line Sign
- Warning Fiber Optic Line Sign
- Warning Cable TV Sign

FEMA Zone "AE"

Utility Easement Dedicated per this Document

Adjoiner Marker (see Page 6)



ATLAS PAGE: 402

City of Bentonville Project # PLA24-0022

State Survey Code: 500-20N-31W-0-36-000-04-1618



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Lot Combination  
City of Bentonville  
8th Street Gateway Park  
Bentonville, Benton County, Arkansas

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| PROFESSIONAL OF RECORD | DGR        |
| DESIGNER               | WAP        |
| FIELD WORK             | KDM        |
| CEI PROJECT NUMBER     | 33535      |
| DATE                   | 10/10/2024 |
| REVISION               | REV-2      |

Lot Combination East

SHEET TITLE  
SHEET NUMBER

5 OF 6



DRAWING LOCATION - S:\32000132025\DRAWINGS\SURVEY\WORKING\32025\LC.DWG -- SAVED BY - WP/PERSON

| Property Line Table |             |         |
|---------------------|-------------|---------|
| Line #              | Direction   | Length  |
| L1                  | N87°24'01"W | 264.39' |
| L2                  | N87°02'52"W | 77.26'  |
| L3                  | N06°02'52"E | 30.18'  |
| L4                  | N02°18'35"E | 6.61'   |
| L5                  | S87°26'56"E | 40.58'  |
| L6                  | S67°45'13"E | 1.28'   |
| L7                  | S30°22'19"E | 35.93'  |
| L8                  | S72°14'23"E | 45.36'  |
| L9                  | S86°47'03"E | 153.49' |
| L10                 | N74°42'49"E | 34.66'  |
| L11                 | S03°12'57"W | 40.01'  |
| L12                 | S86°47'03"E | 36.70'  |
| L13                 | N03°12'57"E | 40.01'  |
| L14                 | S86°47'03"E | 107.08' |
| L15                 | S10°07'08"E | 63.26'  |
| L16                 | S01°55'36"E | 126.66' |
| L17                 | S04°21'26"W | 6.11'   |
| L18                 | N02°36'22"E | 75.74'  |
| L19                 | N79°42'41"E | 51.94'  |
| L20                 | S16°20'17"E | 12.34'  |

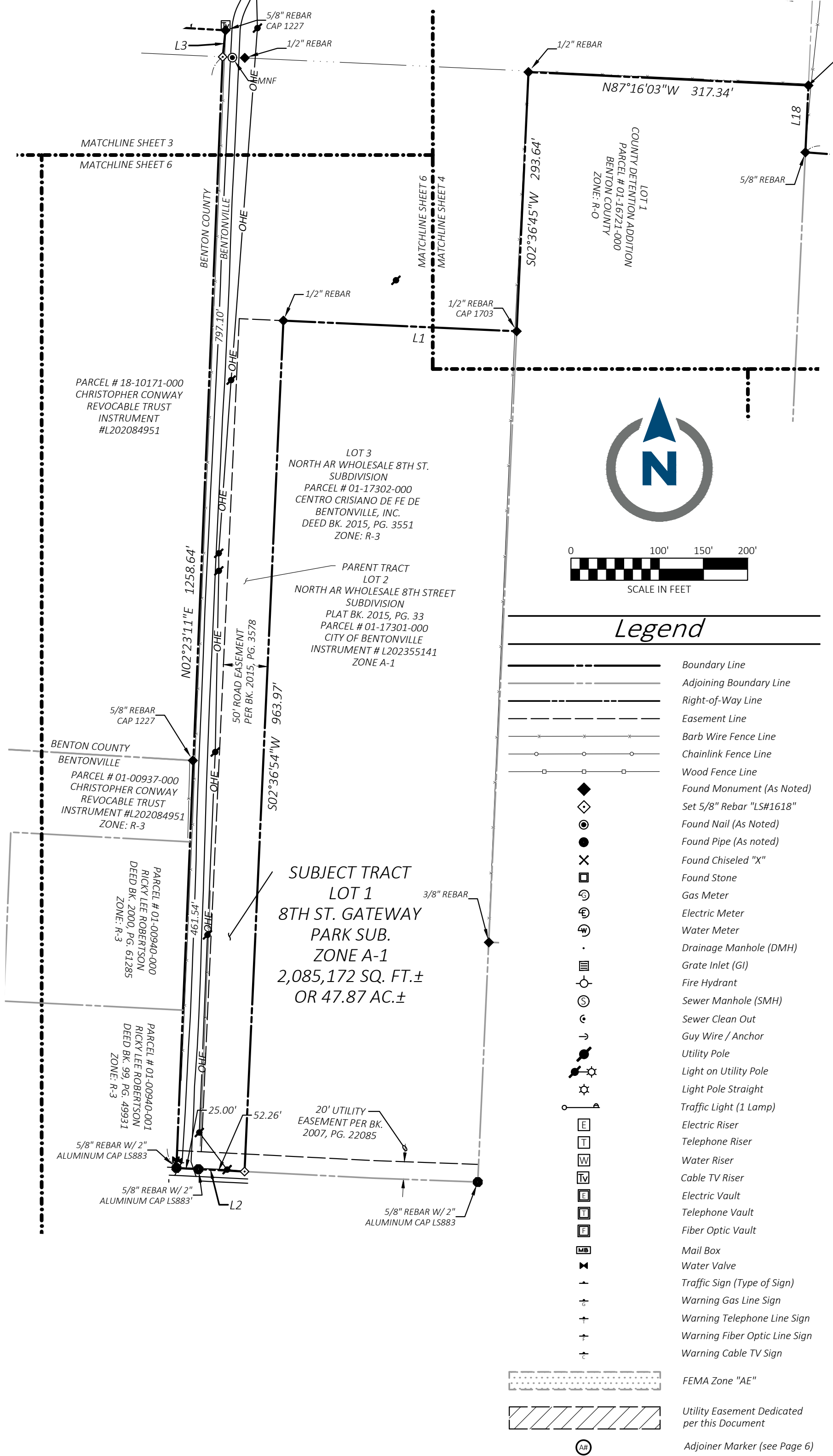
| Property Line Table |             |         |
|---------------------|-------------|---------|
| Line #              | Direction   | Length  |
| L21                 | N17°14'40"W | 12.34'  |
| L22                 | N84°23'47"E | 45.22'  |
| L23                 | N55°06'44"E | 34.22'  |
| L24                 | S01°08'57"W | 24.22'  |
| L25                 | S88°51'03"E | 75.00'  |
| L26                 | N01°08'57"E | 25.00'  |
| L27                 | S88°51'03"E | 58.86'  |
| L28                 | S51°49'32"E | 65.27'  |
| L29                 | N87°05'53"W | 45.00'  |
| L30                 | N86°09'11"W | 90.08'  |
| L31                 | N10°07'08"W | 63.89'  |
| L32                 | S06°39'22"W | 131.57' |
| L33                 | S02°30'40"W | 87.27'  |
| L34                 | S51°05'05"W | 73.30'  |
| L35                 | N74°48'51"W | 45.35'  |
| L36                 | S72°42'52"W | 34.79'  |
| L37                 | N02°48'56"E | 91.46'  |
| L38                 | S89°59'56"E | 4.55'   |
| L39                 | S87°25'44"E | 99.46'  |

| Easement Line Table |             |          |
|---------------------|-------------|----------|
| LINE                | BEARING     | DISTANCE |
| EL1                 | N82°04'48"W | 56.47'   |
| EL2                 | S84°31'59"W | 38.54'   |
| EL3                 | N85°48'29"W | 29.51'   |
| EL4                 | N42°32'10"W | 187.83'  |
| EL5                 | S42°32'10"E | 187.64'  |
| EL6                 | S85°49'08"E | 30.08'   |
| EL7                 | N84°31'59"E | 37.68'   |
| EL8                 | S82°04'48"E | 54.61'   |
| EL9                 | S82°04'48"E | 169.51'  |
| EL10                | S42°07'16"E | 91.88'   |
| EL11                | S00°26'18"W | 128.82'  |
| EL12                | N85°36'40"W | 20.05'   |
| EL13                | N00°26'18"E | 119.65'  |
| EL14                | N42°07'16"W | 76.82'   |
| EL15                | N82°04'48"W | 160.37'  |
| EL16                | N86°38'56"W | 110.50'  |
| EL17                | S75°33'19"W | 39.93'   |
| EL18                | N87°00'32"W | 148.09'  |
| EL19                | S18°44'33"W | 52.97'   |
| EL20                | N90°00'00"W | 20.00'   |
| EL21                | N18°36'44"E | 65.03'   |

| Easement Line Table |             |          |
|---------------------|-------------|----------|
| LINE                | BEARING     | DISTANCE |
| EL22                | N19°25'55"W | 35.04'   |
| EL23                | N89°33'14"W | 92.53'   |
| EL24                | N71°14'01"E | 117.47'  |
| EL25                | N70°54'38"E | 158.88'  |
| EL26                | N70°27'15"E | 212.04'  |
| EL27                | N71°05'48"E | 117.28'  |
| EL28                | S78°18'42"W | 15.08'   |
| EL29                | N87°00'38"W | 16.19'   |
| EL30                | N00°59'53"E | 30.41'   |
| EL31                | N63°35'25"W | 86.67'   |
| EL32                | S32°29'36"W | 20.11'   |
| EL33                | S63°35'25"E | 76.17'   |
| EL34                | S00°59'40"W | 17.07'   |
| EL35                | N87°00'38"W | 42.30'   |
| EL36                | S00°00'00"E | 20.03'   |
| EL37                | S87°00'38"E | 41.95'   |
| EL38                | S00°59'37"W | 106.63'  |
| EL39                | S88°48'42"E | 20.06'   |
| EL40                | N00°57'38"E | 106.00'  |
| EL41                | S87°00'38"E | 24.39'   |
| EL42                | S87°02'43"E | 181.11'  |

| Easement Curve Table |         |         |           |               |                |
|----------------------|---------|---------|-----------|---------------|----------------|
| Curve #              | Radius  | Length  | Delta     | Chord Bearing | Chord Distance |
| EC1                  | 556.96' | 181.25' | 18°38'45" | S87°09'58"W   | 180.45'        |
| EC2                  | 707.75' | 96.45'  | 7°48'29"  | N89°34'27"W   | 96.38'         |
| EC3                  | 794.50' | 92.98'  | 6°42'20"  | S89°32'20"E   | 92.93'         |
| EC4                  | 571.42' | 186.79' | 18°43'45" | N87°15'21"E   | 185.96'        |
| EC5                  | 198.37' | 53.88'  | 15°33'45" | S10°46'16"W   | 53.72'         |
| EC6                  | 218.37' | 59.79'  | 15°41'19" | N10°43'01"E   | 59.61'         |

| ADJOINER INFORMATION TABLE                                                                                                                    |                                                                                                                                |                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| A1                                                                                                                                            | A7                                                                                                                             | A13                                                                                                                                        |
| LOT 21<br>KRISTYL HEIGHTS PH 4C<br>PARCEL # 01-06776-000<br>MELISSA BARR<br>DEED BK. 2009, PG. 22157<br>ZONE: R-1                             | LOT 28<br>KRISTYL HEIGHTS PH 4B<br>PARCEL # 01-06698-000<br>WINMORE ENTERPRISE, LLC<br>DEED BK. 2009, PG. 33227<br>ZONE: R-1   | LOT 34<br>KRISTYL HEIGHTS PH 4B<br>PARCEL # 01-06749-000<br>LYNN & TRICIA MEYER<br>INSTRUMENT #L201812661<br>ZONE: R-1                     |
| A2                                                                                                                                            | A8                                                                                                                             | A14                                                                                                                                        |
| LOT 126<br>KRISTYL HEIGHTS PH 4C<br>PARCEL # 01-06692-000<br>COLLINS REAL ESTATE<br>INVESTMENTS, LLC<br>DEED BK. 2013, PG. 56529<br>ZONE: R-1 | LOT 29<br>KRISTYL HEIGHTS PH 4B<br>PARCEL # 01-06699-000<br>WASHINGTON R WHITE, JR<br>DEED BK. 2009, PG. 66454<br>ZONE: R-1    | LOT 35<br>KRISTYL HEIGHTS PH 4B<br>PARCEL # 01-06750-000<br>ALVA TATIANA PEREZ<br>DEED BK. 2012, PG. 14085<br>ZONE: R-1                    |
| A3                                                                                                                                            | A9                                                                                                                             | A15                                                                                                                                        |
| LOT 127<br>KRISTYL HEIGHTS PH 4C<br>PARCEL # 01-06694-000<br>GENE & CHERYLE NEILL<br>DEED BK. 2014, PG. 24705<br>ZONE: R-1                    | LOT 30<br>KRISTYL HEIGHTS PH 4B<br>PARCEL # 01-06700-000<br>PAMELA MORTENSEN<br>TRUST<br>DEED BK. 2014, PG. 67588<br>ZONE: R-1 | LOT 36<br>KRISTYL HEIGHTS PH 4B<br>PARCEL # 01-06751-000<br>TINA JUANITA SHOOK<br>DEED BK. 2002, PG. 137082<br>ZONE: R-1                   |
| A4                                                                                                                                            | A10                                                                                                                            | A16                                                                                                                                        |
| LOT 25<br>KRISTYL HEIGHTS PH 4B<br>PARCEL # 01-06695-000<br>MALISSA WULFMAN<br>REVOCABLE TRUST<br>DEED BK. 2007, PG. 43249<br>ZONE: R-1       | LOT 31<br>KRISTYL HEIGHTS PH 4B<br>PARCEL # 01-06701-000<br>KHADIA ROLLE<br>DEED BK. 2005, PG. 26337<br>ZONE: R-1              | LOT 37<br>KRISTYL HEIGHTS PH 4B<br>PARCEL # 01-06752-000<br>TROY GENE JUZELER<br>DEED BK. 2017, PG. 43813<br>ZONE: R-1                     |
| A5                                                                                                                                            | A11                                                                                                                            | A17                                                                                                                                        |
| LOT 26<br>KRISTYL HEIGHTS PH 4B<br>PARCEL # 01-06696-000<br>BOWSER SHATTUCK GROUP,<br>LLC<br>INSTRUMENT # L201918814<br>ZONE: R-1             | LOT 32<br>KRISTYL HEIGHTS PH 4B<br>PARCEL # 01-06702-000<br>WALTER & JAN HARNESS<br>DEED BK. 2007, PG. 34554<br>ZONE: R-1      | LOT 38<br>KRISTYL HEIGHTS PH 4B<br>PARCEL # 01-06753-000<br>S3K ESTATES, LLC<br>DEED BK. 2017, PG. 45530<br>ZONE: R-1                      |
| A6                                                                                                                                            | A12                                                                                                                            | A18                                                                                                                                        |
| LOT 27<br>KRISTYL HEIGHTS PH 4B<br>PARCEL # 01-06697-000<br>GARRETT WILLIAMS<br>INSTRUMENT #L201929305<br>ZONE: R-1                           | LOT 33<br>KRISTYL HEIGHTS PH 4B<br>PARCEL # 01-06748-000<br>HORIZON PROPERTIES, LLC<br>DEED BK. 2010, PG. 14780<br>ZONE: R-1   | TRACT 2<br>SMITH MOORE SUB. PH.1<br>PARCEL # 01-15366-000<br>CONWAY REVOCABLE TRUST,<br>CHRISTOPHER<br>DEED INST. #L201835050<br>ZONE: R-1 |



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

Lot Combination  
City of Bentonville  
8th Street Gateway Park  
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               | WAP        |
| FIELD WORK             | KDM        |
| CEI PROJECT NUMBER     | 33535      |
| DATE                   | 10/10/2024 |
| REVISION               | REV-2      |

Lot Combination  
South  
SHEET TITLE  
SHEET NUMBER

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 1, 2,  
AND 4 OF ALLEN SUBDIVISION SOUTH, LOT 2 OF NORTH AR WHOLESALE 8TH  
STREET, AND TRACTS 10 AND 12 OF HARDCASTLE ESTATES SUBDIVISION  
CREATING NEW LOTS 1, 2, AND 3 OF 8TH STREET GATEWAY PARK  
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER  
PURPOSES.**

**(PROJECT NUMBER: PLA24-0022)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 1, 2, AND 4 OF ALLEN SUBDIVISION SOUTH, LOT 2 OF NORTH AR WHOLESALE 8TH STREET, AND TRACTS 10 AND 12 OF HARDCASTLE ESTATES SUBDIVISION creating new LOTS 1, 2, AND 3 OF 8TH STREET GATEWAY PARK SUBDIVISION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on November 5, 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 LOTS 1, 2, AND 4 OF ALLEN SUBDIVISION SOUTH, LOT 2 OF NORTH AR WHOLESALE 8TH STREET, AND TRACTS 10 AND 12 OF HARDCASTLE ESTATES SUBDIVISION creating new LOTS 1, 2, AND 3 OF 8TH STREET GATEWAY PARK 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 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:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**





## Property Line Adjustment - Lots 1 & 2 of Thaden South Addition

1000 Benton Street

**PC Date:**

### Staff Report Details

|                                                  |                                |
|--------------------------------------------------|--------------------------------|
| <b>Project Number</b>                            | PLA24-0023                     |
| <b>Applicant / Current Owner</b>                 | 1000 Benton LLC                |
| <b>Site Area</b>                                 | +/- <b>[6.92]</b> Acres        |
| <b>Current Zoning</b>                            | D-E, Downtown Edge             |
| <b>Requested Zoning</b>                          | NA                             |
| <b>Current Future Land Use Map Designation</b>   | Downtown Commercial and Office |
| <b>Requested Future Land Use Map Designation</b> | NA                             |
| <b>Development Type / Use</b>                    | Educational                    |
| <b>Related projects</b>                          |                                |

### Property Description

Property Line Adjustment: of Lots 1B, 2B, 3B, 2, 3, 6, 7, 8, 9, & 10, Block 2 of Banks Addition and Unplatted Section Land, Creating New Lots 1 and 2 of Thaden South Addition. 1000 Benton LLC, D-E, Downtown Edge.

A Property Line Adjustment of Part of Lots 1B, 2B, 3B, 2, 3, 6, 7, 8, 9, & 10, Block 2 of Banks Addition and Unplatted Section Land, Creating New Lots 1 and 2 of Thaden South Addition. Per the requirements of the Master Street Plan, 1,337 square feet of Right of Way will be dedicated along Southeast 10th Street, and 1,434 square feet of Right of Way will be dedicated along South Main Street.

### Project Details

### Relationship to the General Plan / Projected Traffic Impact

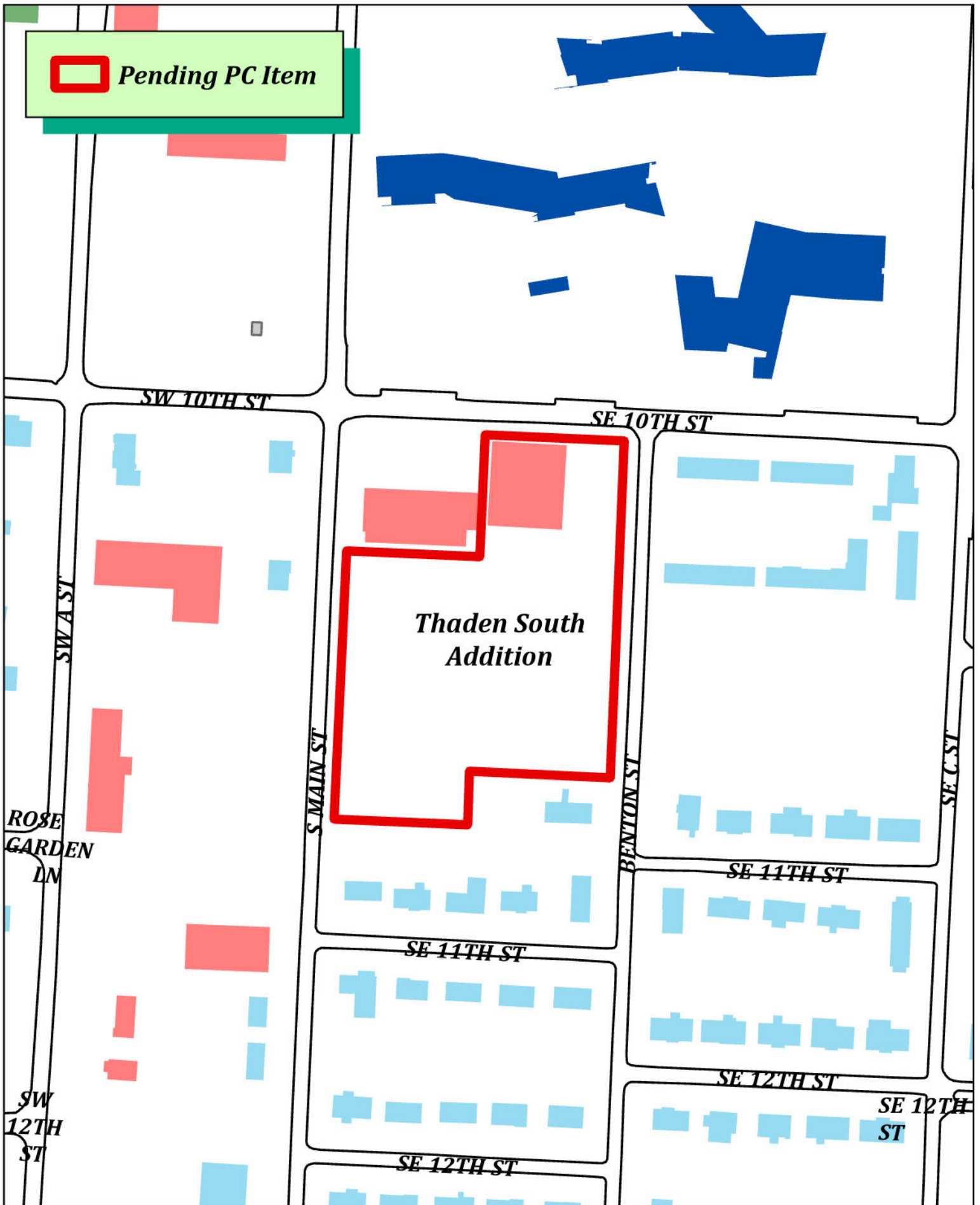
**Public Comment**

Has Staff received Public Comment at the time of this report? : **No**

**Analysis / Waivers****Conclusion****Additional Details**



*Pending PC Item*



PLA24-0023  
Thaden South Addition  
1000 Benton St

Scale  
1" = 200'



DRAWING LOCATION -- S:\33000\33856\DRAWINGS\SURVEY\WORKING\33856PLA.DWG -- SAVED BY -- PLAMBERT

# Property Line Adjustment of Lots 1B, 2B, 3B, 2, 3, 6, 7, 8, 9, & 10, Block 2 of Banks Addition and Unplatted Section Land, Creating New Lots 1 & 2 of Thaden South Addition

# 1000 Benton LLC

1000 Benton Street  
Bentonville, Benton County, Arkansas

GENERAL NOTES:

1.

This survey does not purport to be a proposed tract split or replat, or any other subdivision plat as may be defined by city, county, or state law, The land owner is encouraged to check with the local planning/development authorities for proper platting procedures before proceeding with the development.
2.

This plat represents a Replat of Parcels #01-00636-000, #01-00637-000, #01-00639-000, #01-01205-000, #01-01206-000, #01-01207-000, #01-01207-001, #01-01208-000, and #01-01209-000 recorded in Deed Instrument #L202418433, Deed Instrument #L202414611, and Deed Instrument #L202304268 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.

Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
5.

Basis of Bearings: All bearings and distances shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone, as established by Static observations processed through Trimble RTX.
6.

Basis of Elevation: All elevations shown hereon are based on NAVD88, as established by Static observations processed through Trimble RTX.
7.

This survey is valid only if the drawing includes the seal and signature of the surveyor.
8.

This survey meets the current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
9.

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.
10.

By scaled map location and graphical plotting only. A portion of this property is located within Flood Zone "AE" as determined by the National Flood Insurance Program which is subject to inundation by the 1% annual chance flood (100-year flood) shown on the Flood Insurance Rate Map for Benton County, Arkansas.

Map Number: 05007C0255K  
Map Revised: June 5th, 2012  
LOMR #21-06-0748P  
LOMR Date: March 28th, 2022
11.

Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit <http://www.bentonvilleplanning.com/> or call the Planning Department @ 479-271-3122.
12.

We hereby grant to the City of Bentonville a blanket Avigation Easement over the entirety of this (Subdivision, Lot Split, Property Line Adjustment) pursuant to Municipal Code Section 401.12.
13.

There are no waivers, variances and/or conditional uses at the time of preparing this plat or plan.
14.

No residential lot shall be permitted direct access to a collector or arterial street. All residential subdivision development contiguous to a collector or arterial street shall orient frontage to a local street, and back of the project, without access to the said major streets.
15.

Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.
16.

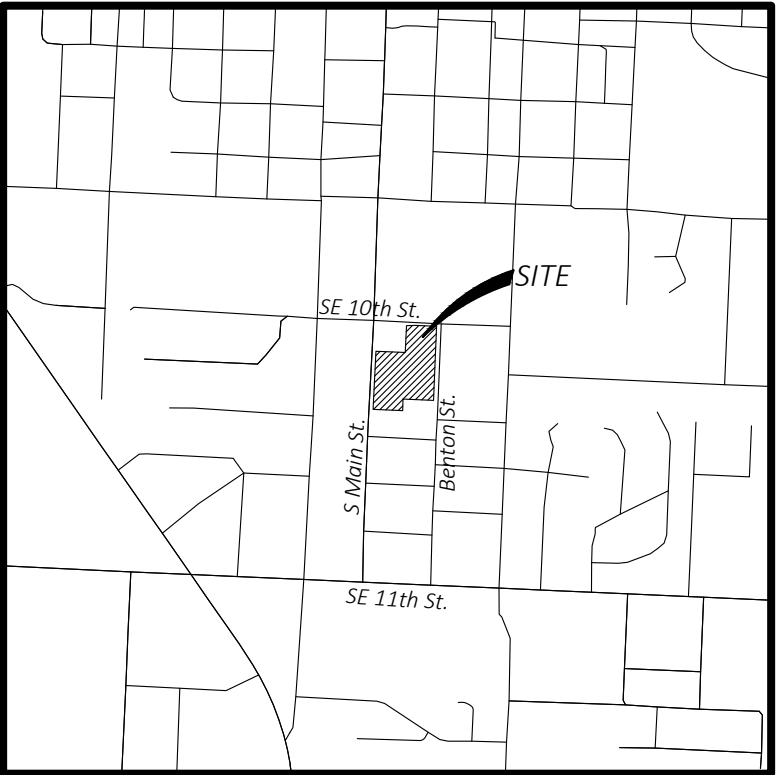
Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
17.

There may not be fences or any other structures built in any drainage easements
18.

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.

Lots 1B, 2B, & 3B, Block 2, Banks Addition to the City of Bentonville per Plat Book 16, Page 237, also Lots 2,3,6,7, & 10, Banks Addition to the City of Bentonville per Plat Book B, Page 42, also the 20-foot alley per Plat Book B, Page 42 vacated per Ordinance \_\_\_\_\_, also the parcels of land conveyed to 1000 Benton LLC at Deed Instrument #L202414611 & #L202418433 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

COMMENCING at a Chiseled "X" located at the Northeast Corner of the parcel of land described at Deed Instrument #L202418433 and the intersection of the South Right-of-Way of SE 10<sup>th</sup> Street and the West Right-of-Way of Benton Street;  
THENCE along said West Right-of-Way, South 02°19'37" West, 7.50 feet to a 5/8-inch rebar with cap LS1618 and the POINT OF BEGINNING  
THENCE along said West Right-of-Way, South 02°19'37" West, 282.39 feet to a 5/8-inch rebar;  
THENCE continuing along said West Right-of-Way, South 02°26'59" West, 219.79 feet to a 5/8-inch rebar with cap LS1618 set at the Southeast corner of Lot 3B, Block 2 Banks Addition per Plat Book 16, Page 237;  
THENCE along the South Line of said Lot 3B, North 87°19'04" West, 200.26 feet to 3/4-inch rebar found at the Northwest Corner of Lot 8, Block 2, Banks Addition per Plat Book B, Page 42;  
THENCE North 87°19'04" West, 9.59 feet to a 5/8-inch rebar with cap LS1618 set at the centerline of a Vacated 20-foot Alley per Ordinance #2000-122;  
THENCE along said centerline, South 01°52'13" West, 79.86 feet to a 5/8-inch rebar with cap LS1618 set on the South Line of said Vacated Alley;  
THENCE along said South Line and the South Line of Lot 10, Block 2, Banks Addition, North 87°33'15" West, 199.30 feet to a 5/8-inch rebar with cap LS1618 set on the proposed East Right-of-Way of South Main Street per Deed Book 2013, Page 45141;  
THENCE along said proposed Right-of-Way, North 02°40'52" East, 400.00 feet to a 5/8-inch rebar with cap LS1618 set on the North Line of the Parcel described at Deed Instrument #L202414611 (as Tract 1, Parcel #01-00639-000);  
THENCE along said North Line, South 87°28'13" East, 187.78 feet to a 1/2-inch rebar with found at the Westernmost Northwest Corner of the Parcel of land described at Deed Instrument #L202418433;  
THENCE along the West Line of said Parcel, South 87°25'45" East, 10.82 feet to a 1/2-inch rebar;  
THENCE continuing along said West Line, North 02°33'03" East, 181.78 feet to a 5/8-inch rebar with cap LS1618 set on the proposed South Right-of-Way of Southeast 10<sup>th</sup> Street;  
THENCE along said proposed Right-of-Way, South 87°28'10" East, 207.20 feet to the POINT OF BEGINNING containing 183,969 square feet or 4.22 acres, more or less.



VICINITY MAP

NOT TO SCALE  
Latitude: 36°21'39"N  
Longitude: 94°12'30"W

Owner:

Parcels #01-00636-000, #01-00637-000, #01-00639-000, #01-01205-000, #01-01206-000, #01-01207-000, #01-01207-001, #01-01208-000, and #01-01209-000  
1000 Benton LLC.  
PO BOX 1860  
Bentonville, Arkansas 72712  
Cheryl Humann, Sr. Project Manager, 720-841-6335

Surveyors:

CEI Engineering Associates, Inc.  
2600 NE 11th ST, Suite 300  
Bentonville, AR 72712  
Phone: (479) 273-9472  
Fax:(479) 271-0536  
Surveyor: Dustin G. Riley, Arkansas PLS #1618



PARENT TRACT DESCRIPTIONS:

Lots 1B, 2B, & 3B, Block 2, Banks Addition to the City of Bentonville per Plat Book 16, Page 237, also parts of Lots 2,3,6,7, & 10, Banks Addition to the City of Bentonville per Plat Book B, Page 42, also the 20-foot alley per Plat Book B, Page 42 vacated per Ordinance \_\_\_\_\_.

The parcel of land conveyed to 1000 Benton LLC at Deed Instrument #L202418433 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

A part of the NE 1/4 of the SE 1/4 of Section 31, Township 20 North, Range 30 West, to the City of Bentonville, Benton County, Arkansas, described as follows: Beginning at a point 260 feet (record 270 feet) East of the Northeast corner of Lot 1, in Wilson's Subdivision; thence East 207.45 feet; thence South 00°13' East 290 feet; thence West 219.3 feet; thence North 00°08'40" West 100 feet; thence East 10.75 feet; thence North 00°04'30" West 190 feet to the Point of Beginning, as shown on Plat Record Z at Page 270. Tract is subject to Easement by usage, if not by record, along Northerly side.

LESS AND EXCEPT:  
A portion of land in the NE 1/4 of the SE 1/4 of Section 31, Township 20 North, Range 30 West as described in Deed Book 2002 at Page 140197 of the Records of Benton County, Arkansas, more particularly described as follows: Beginning at the Northwest corner of said lands, being on the existing right of way line of Southeast 10th Street; thence with said right of way South 87°26'56" East 58.13 feet; thence leaving said right of way South 87°044'57" West 58.33 feet to the Point of Beginning, as shown on Plat Record Z at Page 270. Tract is subject to Easement by usage, if not by record, along Northerly side.

The parcel of land conveyed to 1000 Benton LLC at Deed Instrument #L202414611 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

Part of the NE 1/4 of the SE 1/4 of Section 31, Township 20 North, Range 30 West, Benton County, Arkansas, and being described as beginning 60 feet East of the SE corner of Lot 1 in Wilson's Subdivision to the City of Bentonville, thence South 100 feet; thence East 200 feet; thence North 100 feet; thence West 200 feet to the point of beginning.

LESS AND EXCEPT that portion deeded to the City of Bentonville in Deed Book 2013 at Page 45140 described as beginning at the SW corner of the above described lands, being on the existing right of way line of South Main Street; thence with said right of way, N 02°22'46" E 100.00 feet to the North property line of said lands; thence S 87°26'08" E 9.26 feet; thence S 02°94'00" W 100.00 feet to the South property line of said lands; thence N 87°26'15" W 8.76 feet to the point of beginning, containing 0.02 acre or 901.07 square feet, more or less.

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: Deed Instrument #L202418433, Deed Instrument #L202414611, and Deed Instrument #L202304268

Subscribed and sworn before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_

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 June, 7, 2024.

Date of Execution: \_\_\_\_\_

Signed: \_\_\_\_\_  
Registered Land Surveyor  
No.1618  
State of Arkansas

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



REVISION

| NO. | DESCRIPTION    | DATE       |
|-----|----------------|------------|
| △   | 1st Sub. Comm. | 09/09/2024 |
| △   | 2nd Sub. Comm. | 10/11/2024 |
| △   | 3rd Sub. Title | 10/22/2024 |
|     |                |            |
|     |                |            |

ATLAS PAGE: 403D

City of Bentonville Project # PLA24-0023

State Survey Code: 500-20N-30W-0-31-210-04-1618



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  
1000 Benton LLC  
1000 Benton 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               | WAP        |
| FIELD WORK             | KDM        |
| CEI PROJECT NUMBER     | 33856      |
| DATE                   | 10/22/2024 |
| REVISION               | REV-3      |

Cover Sheet

SHEET TITLE

SHEET NUMBER

1 OF 2





ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 1B, 2B, 3B, 2, 3, 6, 7, 8, 9, AND 10, BLOCK 2 OF BANKS ADDITION AND UNPLATTED SECTION LAND CREATING NEW LOTS 1 AND 2 OF THADEN SOUTH ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: PLA24-0023)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 1B, 2B, 3B, 2, 3, 6, 7, 8, 9, AND 10, BLOCK 2 OF BANKS ADDITION AND UNPLATTED SECTION LAND creating new LOTS 1 AND 2 OF THADEN SOUTH ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on November 5, 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 LOTS 1B, 2B, 3B, 2, 3, 6, 7, 8, 9, AND 10, BLOCK 2 OF BANKS ADDITION AND UNPLATTED SECTION LAND creating new LOTS 1 AND 2 OF THADEN SOUTH 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:**

**ATTEST:**

\_\_\_\_\_  
Stephanie Orman, Mayor

\_\_\_\_\_  
Malorie Marrs, City Clerk



## Property Line Adjustment - Lot 32, Block 1, Crabtree Addition

810 Northwest B Street

**PC Date:** 11/5/2024

### Staff Report Details

|                                                  |                                            |
|--------------------------------------------------|--------------------------------------------|
| <b>Project Number</b>                            | PLA24-0024                                 |
| <b>Applicant / Current Owner</b>                 | SENN, MICHAEL W II & KIMBERLY D            |
| <b>Site Area</b>                                 | +/- <b>[Site_Area]</b> Acres               |
| <b>Current Zoning</b>                            | R-1, Single Family Low Density Residential |
| <b>Requested Zoning</b>                          | NA                                         |
| <b>Current Future Land Use Map Designation</b>   | Medium Density Residential                 |
| <b>Requested Future Land Use Map Designation</b> | NA                                         |
| <b>Development Type / Use</b>                    |                                            |
| <b>Related projects</b>                          |                                            |

### Property Description

**Property Line Adjustment:** of Part of Lots 11, 15, and 14, Block 1, of Crabtree Addition, Creating Lot 32 of Crabtree Addition. SENN, MICHAEL W II & KIMBERLY D, R-1, Single Family Low Density Residential

A Property Line Adjustment of Part of Lots 11, 15, and 14, Block 1, of Crabtree Addition, Creating Lot 32 of Crabtree Addition. Per the requirements of the Master Street Plan, the existing right-of-way is adequate along Northwest B Street. The plat will dedicate a 15-foot utility easement along Northwest B street.

### Project Details

### Relationship to the General Plan / Projected Traffic Impact

**Public Comment**

Has Staff received Public Comment at the time of this report? : **No**

**Analysis / Waivers****Conclusion****Additional Details**





*Pending PC Item*

*NW 9TH ST*

*NW B ST*

***Crabtree Addition  
Creating Lot 32***

*NW OZARK WAY*

*NW A ST*

*NW OZ VILLAGE DR*

*NW 8TH ST*



**PLA24-0024**  
***Crabtree Addition Creating Lot 32***  
***810 NW B ST***



PROPERTY LINE ADJUSTMENT OF PART  
OF LOTS 11 & 15, AND LOT 14, BLOCK 1,  
CRABTREE ADDITION, CREATING LOT 32  
810 NORTHWEST B STREET, BENTONVILLE, ARKANSAS 72712  
BENTON COUNTY

MISCELLANEOUS NOTES

STATE RECORDING NUMBER:  
500-20N-30W-0-30-130-04-1926

COMPLETED FIELD WORK:  
AUGUST 29, 2024

REFERENCE DOCUMENTS:  
1. WARRANTY DEED FILED IN DEED BOOK 2011 AT PAGE 52315.  
2. WARRANTY DEED FILED IN DEED BOOK 2016 AT PAGE 20311.  
3. SURVEY PLAT FILED IN PLAT BOOK A AT PAGE 109.

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.

THE TERM "CERTIFY" OR "CERTIFICATION" AND "CORRECT" AS NOTED HEREON  
AND AS IT PERTAINS TO LAND SURVEYING SERVICES AS SHOWN ON THIS  
DOCUMENT SHALL MEAN, "A STATEMENT SIGNED BY THE PROFESSIONAL LAND  
SURVEYOR BASED ON THE FACTS AND KNOWLEDGE KNOWN TO THE  
PROFESSIONAL LAND SURVEYOR AT THE TIME OF THE SURVEY AND IS NOT A  
GUARANTEE OR WARRANTY, EITHER IMPLIED OR EXPRESSED."

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.

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 ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY  
DRAINAGE EASEMENTS.

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

THE PROPERTY HAS ACCESS TO PUBLIC WATER AND SEWER.

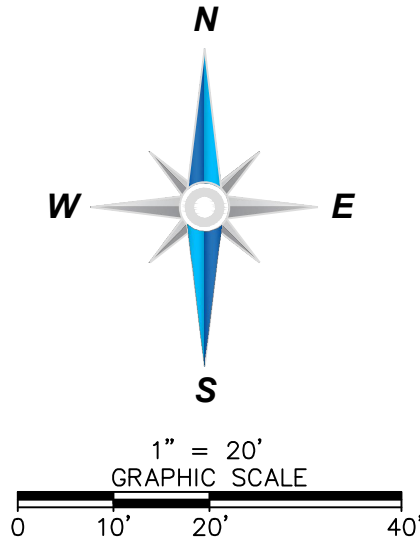
NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR  
OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT  
CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE  
TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE  
SAID MAJOR STREETS.

WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION  
EASEMENT OVER THE ENTIRETY OF THIS PROPERTY LINE ADJUSTMENT  
PURSUANT TO MUNICIPAL CODE SECTION 401.12.

THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME  
OF PREPARING THIS PLAT OR PLAN.

LEGEND & SYMBOLS

- FOUND MONUMENT AS NOTED
- ⊕ COMPUTED POINT
- ⊗ POWER POLE
- ⊙ GAS METER
- ⊙ WATER METER
- P.O.B. POINT OF BEGINNING
- BOUNDARY LINE
- - - EASEMENT LINE
- R/W — RIGHT-OF-WAY LINE
- C/L — CENTERLINE
- x - x - x - FENCE LINE



FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE  
FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0090J,  
WHICH BEARS AN EFFECTIVE DATE OF 09/28/2007 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.

ZONING INFORMATION

CURRENT ZONING: R-1 SINGLE FAMILY RESIDENTIAL

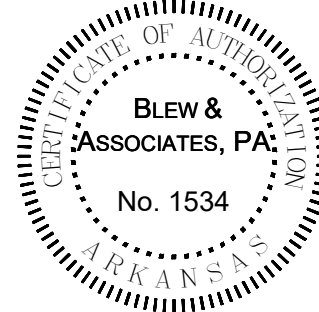
OWNER: INFORMATION

NOW OR FORMERLY: SENN MICHAEL W II & KIMBERLY D  
ADDRESS: 808 NW B ST BENTONVILLE AR 72712  
APN: 01-01906-000  
MICHAEL.SENN2@ME.COM

LAND AREA

14,786 SQ. FEET ±  
0.339 ACRES ±

I, CLAYTON M. MCKELVIN, PROFESSIONAL  
SURVEYOR NO. 1926, IN THE STATE OF ARKANSAS,  
HEREBY CERTIFY THIS TO BE TRUE AND CORRECT  
TO THE BEST OF MY KNOWLEDGE AND BELIEF  
ON THIS THE 26TH DAY OF SEPTEMBER, 2024.



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.

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 THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
BENTONVILLE PLANNING

SIGNED: \_\_\_\_\_  
COMMISSION CHAIRMAN

SIGNED: \_\_\_\_\_  
MAYOR CITY OF BENTONVILLE

SIGNED: \_\_\_\_\_  
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY:  
I, CLAYTON MCKELVIN, 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 \_\_\_\_\_

CLAYTON MCKELVIN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. AR 1926  
STATE OF ARKANSAS

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: \_\_\_\_\_

DATE OF EXECUTION: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME AND ADDRESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SOURCE OF TITLE: D.R. \_\_\_\_\_

PAGE \_\_\_\_\_

PARENT TRACT DESCRIPTION

WARRANTY DEED INSTRUMENT L202047425  
THE SOUTH FIVE (5) FEET OF LOT NUMBERED ELEVEN (11), ALL OF LOT  
NUMBERED FOURTEEN (14), AND THE NORTH FORTY-FIVE (45) FEET OF LOT  
NUMBERED FIFTEEN (15) IN BLOCK NUMBERED ONE (1) IN CRABTREE ADDITION  
TO THE CITY OF BENTONVILLE, ARKANSAS.

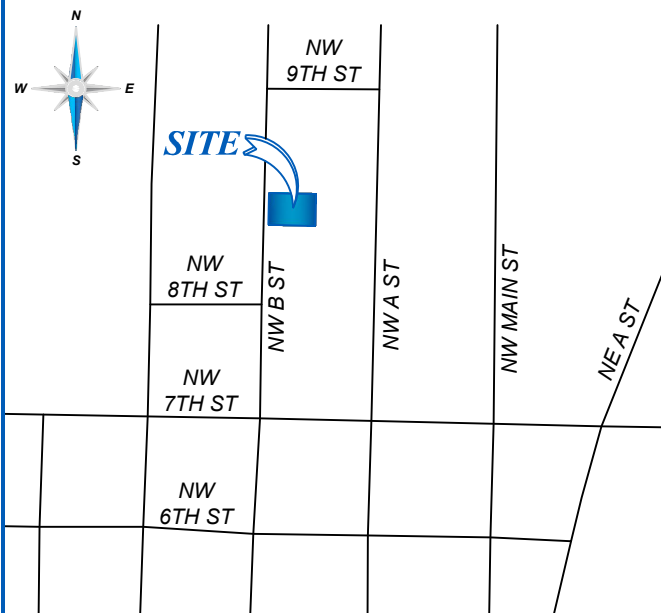
SURVEY DESCRIPTION

NEW LOT 32  
THE SOUTH FIVE (5) FEET OF LOT NUMBERED ELEVEN (11), ALL OF LOT  
NUMBERED FOURTEEN (14), AND THE NORTH FORTY-FIVE (45) FEET OF LOT  
NUMBERED FIFTEEN (15) IN BLOCK NUMBERED ONE (1) IN CRABTREE ADDITION  
TO THE CITY OF BENTONVILLE, ARKANSAS, ALSO BEING DESCRIBED AS  
FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 14, THENCE S02°21'48"W  
95.00 FEET TO A FOUND CAPPED 1/2" REBAR STAMPED "1826";  
THENCE N87°38'18"W 147.92 FEET TO A FOUND CAPPED 1/2" REBAR STAMPED  
"1826" LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST B  
STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE N02°26'00"E 100.00 FEET TO A  
FOUND 5/8" REBAR; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE  
S87°38'18"E 147.80 FEET TO A FOUND CAPPED 1/2" REBAR STAMPED "1826";  
THENCE S02°21'48"W 5.00 FEET RETURNING TO THE POINT OF BEGINNING,  
CONTAINING 14,786 SQ. FEET OR 0.339 ACRES MORE OR LESS AND SUBJECT TO  
ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

VICINITY MAP

NOT TO SCALE



| DATE     | REVISION HISTORY  | BY  |
|----------|-------------------|-----|
| 9/26/24  | PLANNING COMMENTS | TPN |
| 10/08/24 | PLANNING COMMENTS | BDM |
|          |                   |     |
|          |                   |     |

|                                                    |                                                       |
|----------------------------------------------------|-------------------------------------------------------|
| <b>SURVEYOR JOB NUMBER:</b><br>24-6006             | <b>SURVEY DRAWN BY:</b><br>BDM - 09/03/2024           |
| <b>SURVEY REVIEWED BY:</b><br>TPN                  | <b>SCALE:</b><br>1" = 20'                             |
| <b>FOR THE USE AND BENEFIT OF:</b><br>MICHAEL SENN | <b>CITY OF BENTONVILLE PROJECT NO.:</b><br>PLA24-0024 |

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF PART OF  
LOTS 11 AND 15, AND LOT 14, BLOCK 1 OF CRABTREE ADDITION CREATING  
NEW LOT 32, BLOCK 1 OF CRABTREE ADDITION TO THE CITY OF  
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: PLA24-0024)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of PART OF LOTS 11 AND 15, AND LOT 14, BLOCK 1 OF CRABTREE ADDITION creating new LOT 32, BLOCK 1 OF CRABTREE ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on November 5, 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 PART OF LOTS 11 AND 15, AND LOT 14, BLOCK 1 OF CRABTREE ADDITION creating new LOT 32, BLOCK 1 OF CRABTREE 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 [FP24-0009](#)

**For the Planning Commission meeting on November 12, 2024**

### Details

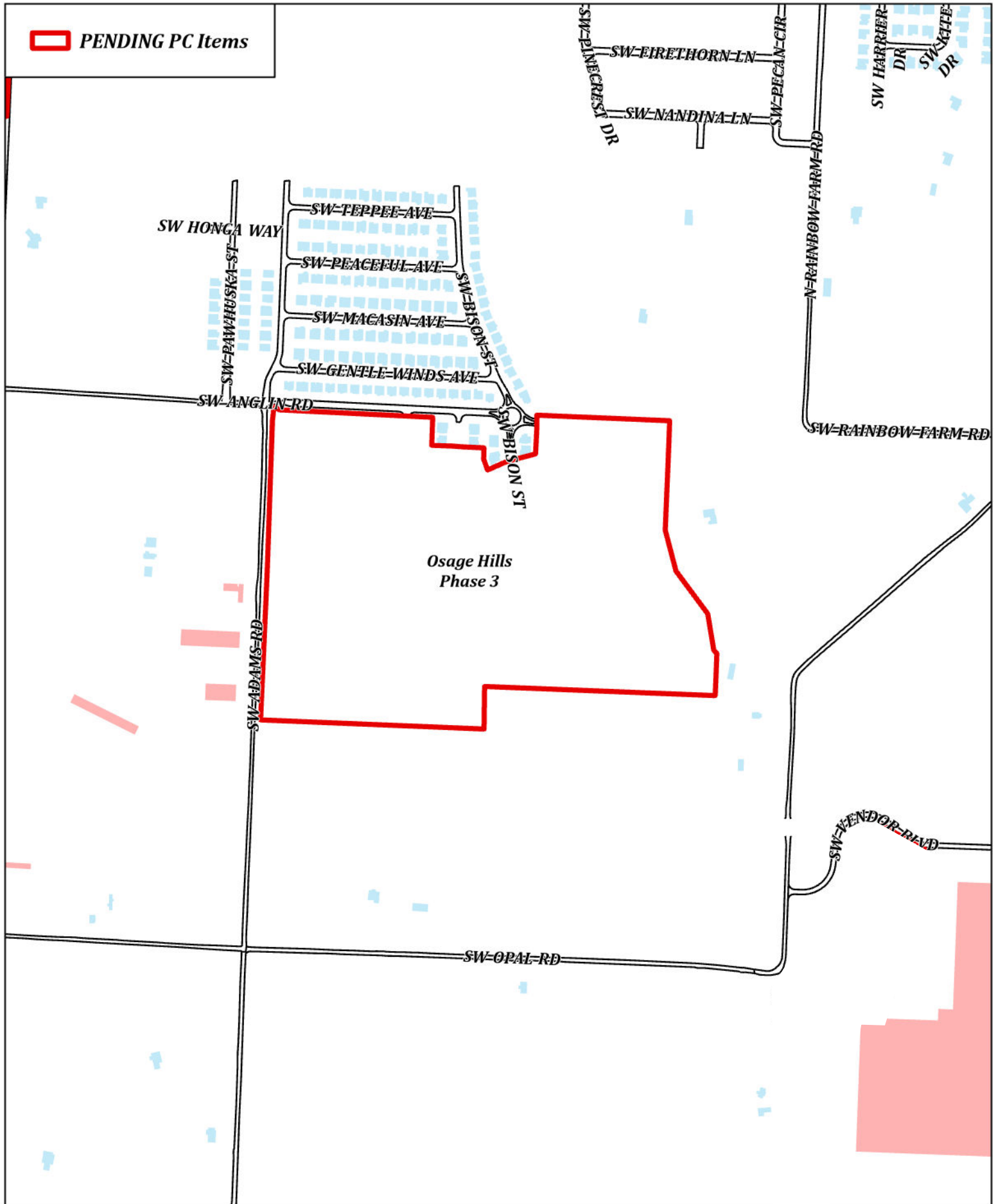
**Final Plat: Osage Hills Subdivision, Phase 3, Southwest Adams Road and Southwest Anglin Road, R-1, Low-Density Single-Family Residential, *FP24-0009***

This property is located at Southwest Adams Road and Southwest Anglin Road. It is currently zoned R-1, Low-Density Single-Family Residential. Adjacent zoning includes R-1, Low-Density Single-Family Residential; A-1, Agriculture; and C-1, Neighborhood Commercial. This applicant is proposing a final plat of Lots 1-147 of Phase 3 of Will Moore Subdivision.

This plat dedicates a 30-foot detention easement on the northwest part of Lot 147. The plat also dedicates a 40-foot utility easement on the northwest part of Lot 147 and a 90-foot utility easement on the south part of Lot 147. The plat also dedicates a 20-foot utility easement along the front and some sides of each lot, a 40-foot utility easement on the east of Lots 36 and 37, a 20-foot utility and detention easement along Lot 134, and a 30-foot detention easement on Lots 36 and 37.



 **PENDING PC Items**



**FP24-0009**  
**Osage Hills Phase 3**  
**Final Plat**



r:\-swope\16-218 osage hills\as built\phase 3\16-218 pr as-built.dwg - Plotted on 10/2/2024 5:19:56 PM @ a scale of 1:1 to .dwg to pdf.pc3 by Clayton Duff

FINAL PLAT OF PHASE 3:  
OSAGE HILLS SUBDIVISION  
REPLAT OF OSAGE HILLS LOT SPLIT, LOTS 1 & 2  
CREATING PHASE 3 OSAGE HILLS SUBDIVISION, LOTS 1-147  
BENTONVILLE, BENTON COUNTY, ARKANSAS

Contact Information:

DEVELOPER / PROPERTY OWNER:  
PARCEL #: 01-18728-000 & 01-18727-000  
ADAMS ROAD LLC  
MMASSEY@CIS2S.COM  
479-601-1516  
301 S 45TH ST  
ROGERS, AR 72758

CIVIL ENGINEER/SURVEYOR  
PHIL SWOPE, P.E.  
PHIL SWOPE, P.S.  
SWOPE ENGINEERING  
3511 SE J STREET, SUITE 9  
BENTONVILLE, ARKANSAS 72712  
479.685.8399 OFFICE  
479.250.4285 FAX

CITY OF BENTONVILLE - ENGINEERING DEPARTMENT  
ATTN: ELLEN NORVELL, CITY ENGINEER  
3200 SW MUNICIPAL DRIVE  
BENTONVILLE, AR,  
PH: (479) 271-5993

CITY OF BENTONVILLE - STORMWATER  
ATTN: ALISON WEST  
3200 SW MUNICIPAL DRIVE  
BENTONVILLE, AR 72712  
PH: (479) 271-6719  
JWEST@BENTONVILLEAR.COM

CITY OF BENTONVILLE - PLANNING DEPARTMENT  
ATTN: TYLER OVERSTREET  
305 SW A STREET  
BENTONVILLE, AR 72712  
PH: (479) 271-3122

CITY OF BENTONVILLE - FIRE DEPARTMENT  
ATTN: JUSTIN SCANTLIN, FIRE CHIEF  
800 SW "A" STREET  
BENTONVILLE, AR 72712  
PH: 479-271-5927  
PH: 479-685-1096

CITY OF BENTONVILLE - STREET DEPARTMENT  
ATTN: TONY DAVIS  
3200 SW MUNICIPAL DRIVE  
BENTONVILLE, AR 72712  
PH: (479) 271-3130

CITY OF BENTONVILLE - WATER DEPARTMENT  
ATTN: BEAU THOMPSON  
3200 SW MUNICIPAL DRIVE  
BENTONVILLE, AR 72712  
PH: (479) 271-3140

CITY OF BENTONVILLE - ELECTRIC DEPARTMENT  
ATTN: CHARLIE BARNES  
3200 SW MUNICIPAL DRIVE  
BENTONVILLE, AR 72712  
PH: (479) 271-3159

CITY OF BENTONVILLE - WASTEWATER DEPARTMENT  
ATTN: CHRIS EARL  
1901 NE A STREET  
BENTONVILLE, AR 72712  
PH: (479) 271-3161

CITY OF BENTONVILLE - BUILDING AND FIRE SAFETY  
ATTN: BRAD ARNOLD  
305 SE A STREET  
BENTONVILLE, AR 72712  
PH: 479-271-3108

Utility Information:

GAS COMPANY  
BLACK HILLS ENERGY  
ATTN: JOSH KNIGHT  
1301 FEDERAL WAY  
PO BOX 2129  
LOWELL, AR 72745  
PH: 479-721-7005  
JOSHUA.KNIGHT@BLACKHILLSCORP.COM

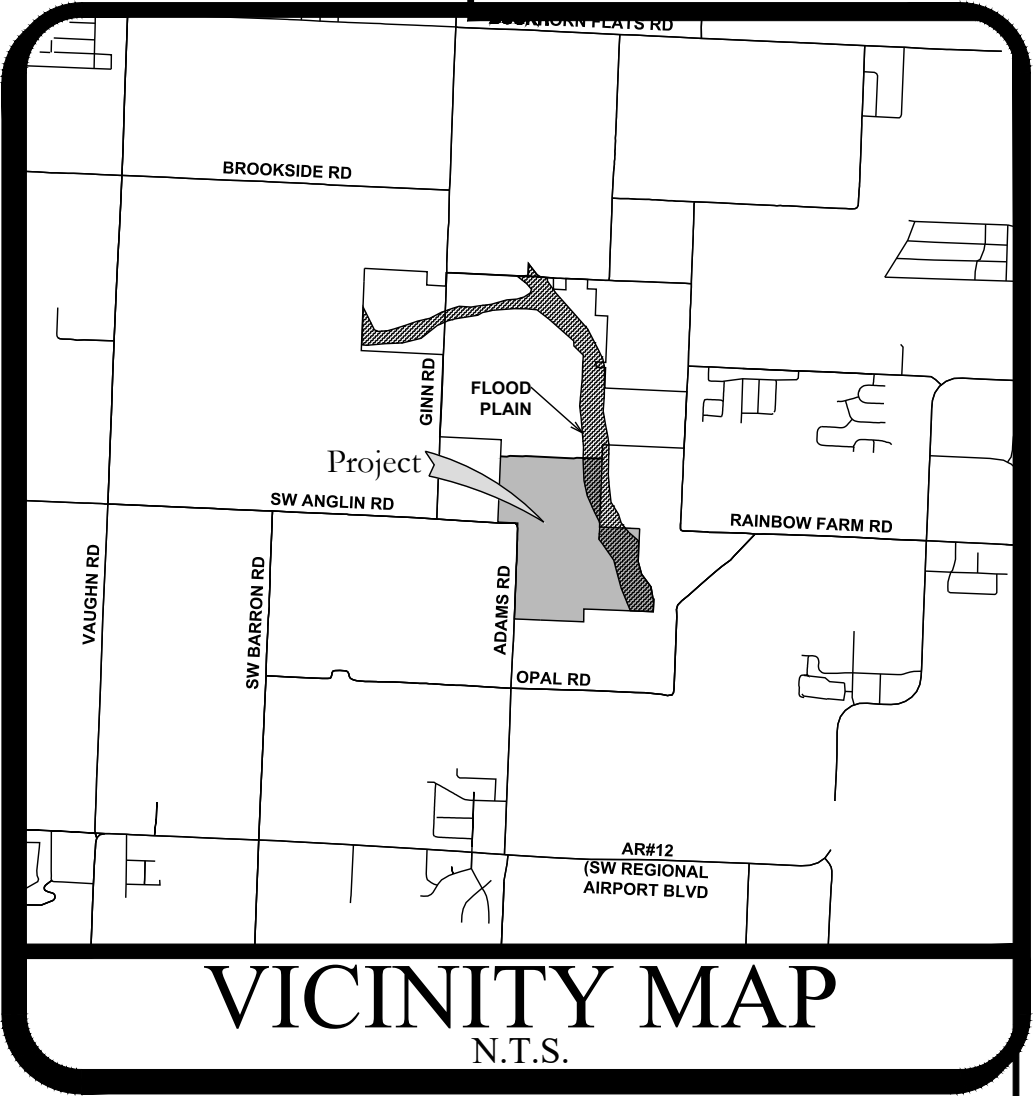
TELEPHONE COMPANY  
AT&T  
ATTN: BRENT BALDWIN  
1133 E. HAROLD ST  
FAYETTEVILLE, AR 72701  
PH: 479-200-9022  
PH: 479-571-6609  
BB6585@ATT.COM

CABLE COMPANY  
COX COMMUNICATIONS  
ATTN: TIMOTHY GOSS  
4901 S. 48TH STREET  
SPRINGDALE, AR 72762  
PH: 479-651-5583  
TIMOTHY.GOSS@COX.COM

ARKANSAS DOT  
ATTN: BEN KERWOOD  
215 INDUSTRIAL PARK ROAD  
PO BOX 610  
HARRISON, AR 72602  
BENJAMIN.KERWOOD@AHTD.GOV

ARKANSAS DEPARTMENT OF HEALTH  
ATTN: ADAM PARKER  
DIVISION OF ENGINEERING, SLOT 37  
4815 W MARKHAM  
LITTLE ROCK, AR 72205  
661-2623 OFFICE  
ADAM.PARKER@ARKANSAS.GOV

CARROLL ELECTRIC  
ATTN: RYAN BUTLER  
PO BOX 329  
BENTONVILLE, AR 72712  
PH: 479-273-2421 EXT 1415  
RBUTLER@CARROLLECC.COM



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 THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
BENTONVILLE PLANNING  
COMMISSION CHAIRMAN

SIGNED: \_\_\_\_\_  
MAYOR CITY OF BENTONVILLE

SIGNED: \_\_\_\_\_  
CITY CLERK OF BENTONVILLE

ZONING: R-1

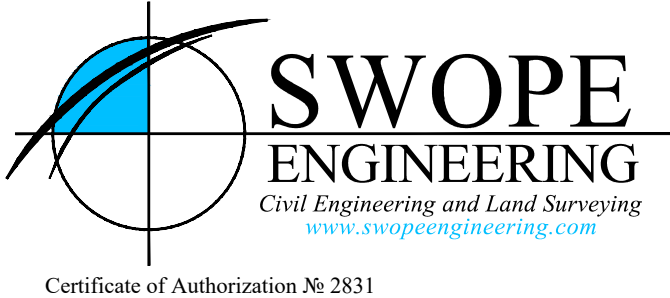
FLOOD INFORMATION

The Eastern portion of the proposed plat is located within flood zone "A" or "AE" as determined by the National Flood Insurance Program Flood Insurance Rate Map for Benton County, Arkansas (Firm Panel #05007C0235K Dated 06/05/2012).

LOMR Case No: 21-06-3202A

SETBACK INFORMATION

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

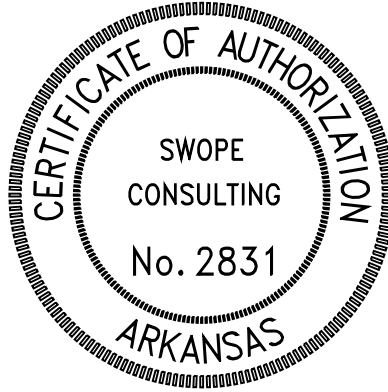


FINAL PLAT  
FOR  
OSAGE HILLS  
PHASE 3  
ADAMS ROAD LLC  
301 S 45TH ST  
ROGERS, AR 72758  
PARCEL# 01-18728-000 & 01-18727-000

CERTIFICATE OF SURVEYING ACCURACY

I, PHILLIP R. SWOPE, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION 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: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
REGISTERED LAND SURVEYOR  
NO.1889  
STATE OF ARKANSAS



BASIS OF BEARING:  
ARKANSAS STATE PLANE,  
COORDINATE SYSTEM,  
(NAD-83) NORTH ZONE.

|                                         |                           |
|-----------------------------------------|---------------------------|
| DRAWN BY:<br>CLAYTON                    | JOB NUMBER:<br>16-218     |
| SUBMITTAL DATE:<br>10/2/2024            | City Number:<br>FP24-0009 |
| DRAWING NAME:<br>16-218 Pr As-Built.dwg |                           |
| SHEET NUMBER:<br>FP1.0                  |                           |

Sheet List Table

| Sheet Number | Sheet Title               |
|--------------|---------------------------|
| FP1.0        | Cover Sheet               |
| FP1.1        | Overall                   |
| FP2.0        | Final Plat                |
| FP2.1        | Final Plat                |
| FP2.2        | Final Plat & Curve Tables |

NOTES:

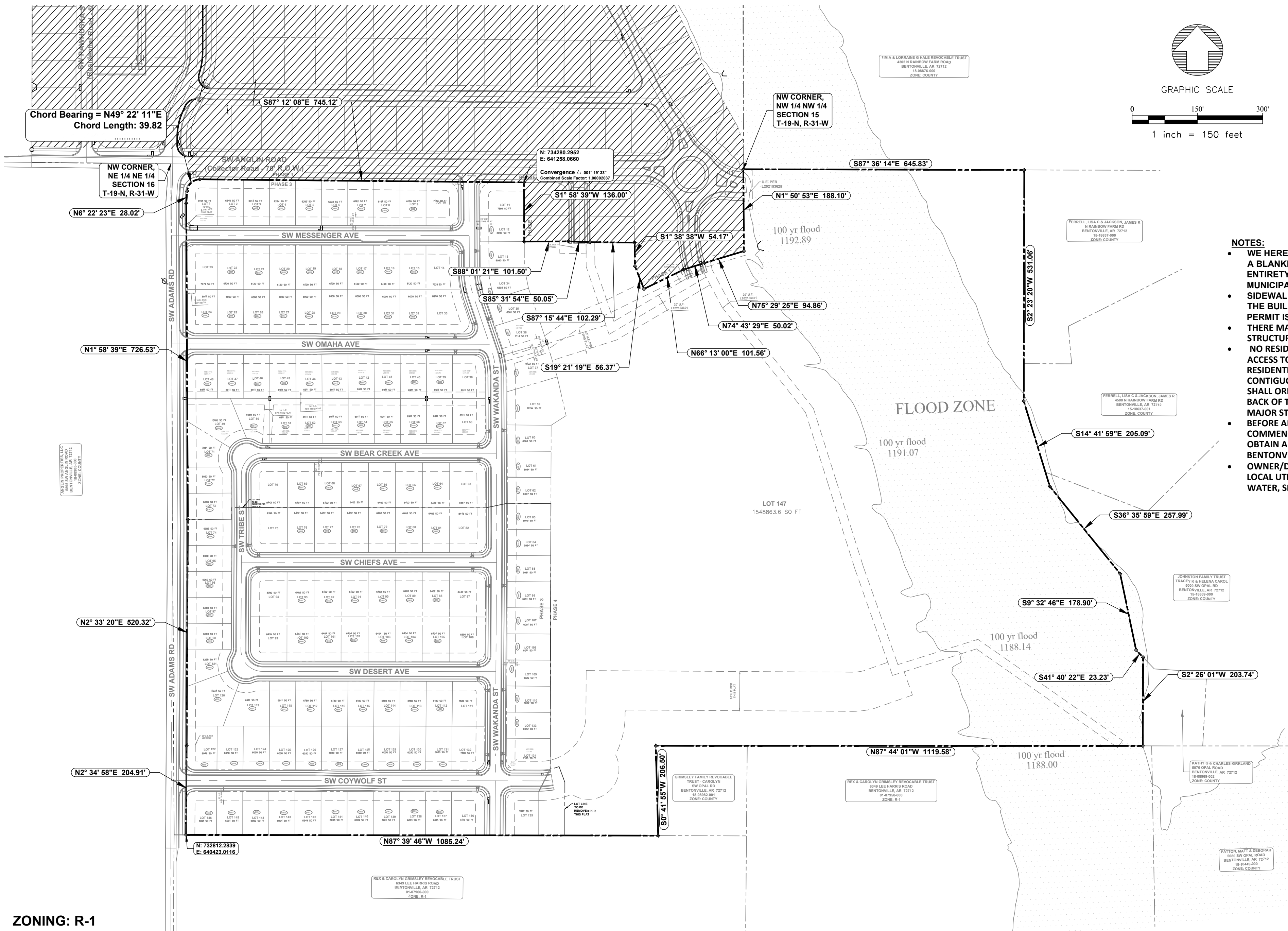
- THERE ARE NO WAIVERS, VARIANCES, AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.

LOTS 1-147  
SURVEY DESCRIPTION

REPLAT OF LOTS 1 AND 2 OF OSAGE HILLS LOT SPLIT FILED AT INSTRUMENT #L201901294, BEING RECORDED IN THE OFFICE OF THE EXOFFICIO RECORDER OF BENTON COUNTY, IN THE CITY OF BENTONVILLE, CREATING LOTS 1 THROUGH 147 OF OSAGE HILLS PHASE 3, BENTON COUNTY, ARKANSAS, BEING SUBJECT TO COVENANTS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD OR FACT.



r:\-swope\16-218 osage hills\as built\phase 3\16-218 pr as-built.dwg - Plotted on 10/2/2024 5:20:02 PM @ a scale of 1:1 to .dwg to pdf.pc3 by Clayton Duff



ZONING: R-1

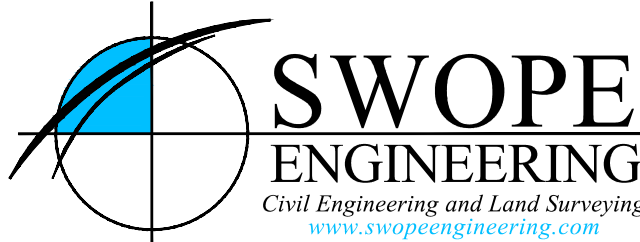
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The Eastern portion of the proposed plat is located within flood zone "A" or "AE" as determined by the National Flood Insurance Program Flood Insurance Rate Map for Benton County, Arkansas (Firm Panel #05007C0235K Dated 06/05/2012).

LOMR Case No: 21-06-3202A

#### SETBACK INFORMATION

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFORMATION VISIT [WWW.BENTONVILLEPLANNING.COM](http://WWW.BENTONVILLEPLANNING.COM) OR CALL THE PLANNING DEPARTMENT AT 479-271-3122.



Certificate of Authorization No 2831

FINAL PLAT  
FOR  
OSAGE HILLS  
PHASE 3  
ADAMS ROAD LLC  
301 S 45TH ST  
ROGERS, AR 72758  
PARCEL# 01-18728-000 & 01-18727-000

#### CERTIFICATE OF SURVEYING ACCURACY

I, PHILLIP R. SWOPE, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION 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 SURVEYS HAVE BEEN MET.  
DATE OF EXECUTION: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
REGISTERED LAND SURVEYOR  
NO.1889  
STATE OF ARKANSAS



|                 |                        |              |           |
|-----------------|------------------------|--------------|-----------|
| DRAWN BY:       | CLAYTON                | JOB NUMBER:  | 16-218    |
| SUBMITTAL DATE: | 10/2/2024              | City Number: | FP24-0009 |
| DRAWING NAME:   | 16-218 Pr As-Built.dwg |              |           |
| SHEET NUMBER:   | FP1.1                  |              |           |

#### Recording Block

BASIS OF BEARING:  
ARKANSAS STATE PLANE,  
COORDINATE SYSTEM,  
(NAD-83) NORTH ZONE.

#### NOTES:

- WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIATION EASEMENT OVER THE ENTIRETY OF THIS SUBDIVISION PURSUANT TO MUNICIPAL CODE SECTION 401.12.
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- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN A 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.



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**ZONING: R-1**

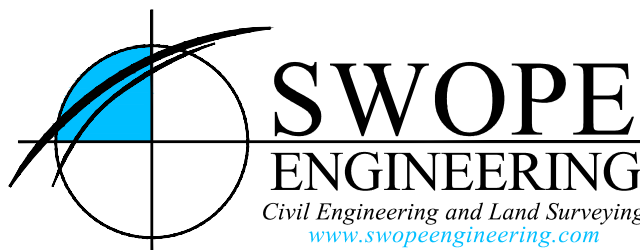
**FLOOD INFORMATION**

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Certificate of Authorization No. 2831

**FINAL PLAT  
FOR  
OSAGE HILLS  
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ADAMS ROAD LLC**  
301 S 45TH ST  
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PARCEL# 01-18728-000 & 01-18727-000

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DATE OF EXECUTION: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
REGISTERED LAND SURVEYOR  
NO. 1889  
STATE OF ARKANSAS



|                 |                        |              |           |
|-----------------|------------------------|--------------|-----------|
| DRAWN BY:       | CLAYTON                | JOB NUMBER:  | 16-218    |
| SUBMITTAL DATE: | 10/2/2024              | City Number: | FP24-0009 |
| DRAWING NAME:   | 16-218 Pr As-Built.dwg |              |           |
| SHEET NUMBER:   | FP2.0                  |              |           |



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ZONING: R-1

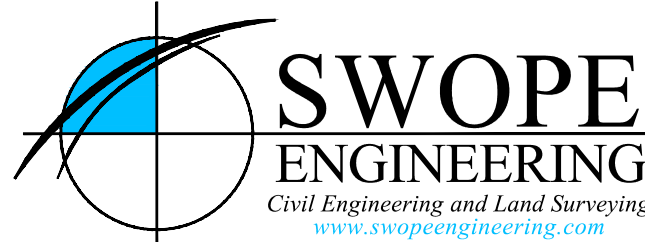
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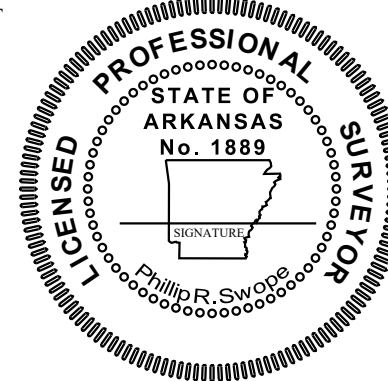
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FINAL PLAT  
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DATE OF EXECUTION: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
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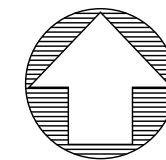


|                                         |                           |
|-----------------------------------------|---------------------------|
| DRAWN BY:<br>CLAYTON                    | JOB NUMBER:<br>16-218     |
| SUBMITTAL DATE:<br>10/2/2024            | City Number:<br>FP24-0009 |
| DRAWING NAME:<br>16-218 Pr As-Built.dwg |                           |
| SHEET NUMBER:<br>FP2.1                  |                           |

#### Recording Block

#### LEGEND

| SURVEY FEATURES           | SURVEYING SYMBOLS        |
|---------------------------|--------------------------|
| BOUNDARY LINE (ONSITE)    | SET FOUND 1/2" REBAR     |
| CENTERLINE OF ROAD        | SET FOUND MAG NAIL       |
| FENCE                     | SET FOUND COTTON SPINDLE |
|                           | FENCE CORNER POST        |
|                           | SET FOUND PK NAIL        |
|                           | FOUND STONE              |
|                           | STATE MONUMENT           |
|                           | FOUND PIPE               |
|                           | COMPUTED POINT           |
|                           | SET FOUND ALUM. MONUMENT |
|                           | SET FOUND COTTON SPINDLE |
|                           | SET FOUND PK NAIL        |
|                           | RAILROAD SPIKE           |
|                           | TEMP BENCH MARK (ELEV.)  |
|                           | STAKE ON LINE            |
|                           | TREE                     |
| EASEMENTS                 | UTILITY SYMBOLS          |
| INGRESS & EGRESS EASEMENT | SANITARY SEWER           |
| UTILITY EASEMENT          | STORM MANHOLE            |
|                           | POWER POLE               |
|                           | WATER VALVE              |
|                           | GAS METER                |
|                           | ELECTRICAL BOX           |
|                           | TELEPHONE PEDESTAL       |
|                           | WATER METER              |
|                           | SEPTIC LID               |
|                           | FIRE HYDRANT             |
|                           | STORM WATER              |
|                           | LIGHT                    |
| UTILITY LINES             | SURVEY FEATURE HATCHES   |
|                           | ASPHALT                  |
|                           | CONCRETE                 |
|                           | GRAVEL                   |
|                           | FLOOD ZONE               |
|                           | POND                     |



GRAPHIC SCALE

0 60' 120'  
1 inch = 60 feet

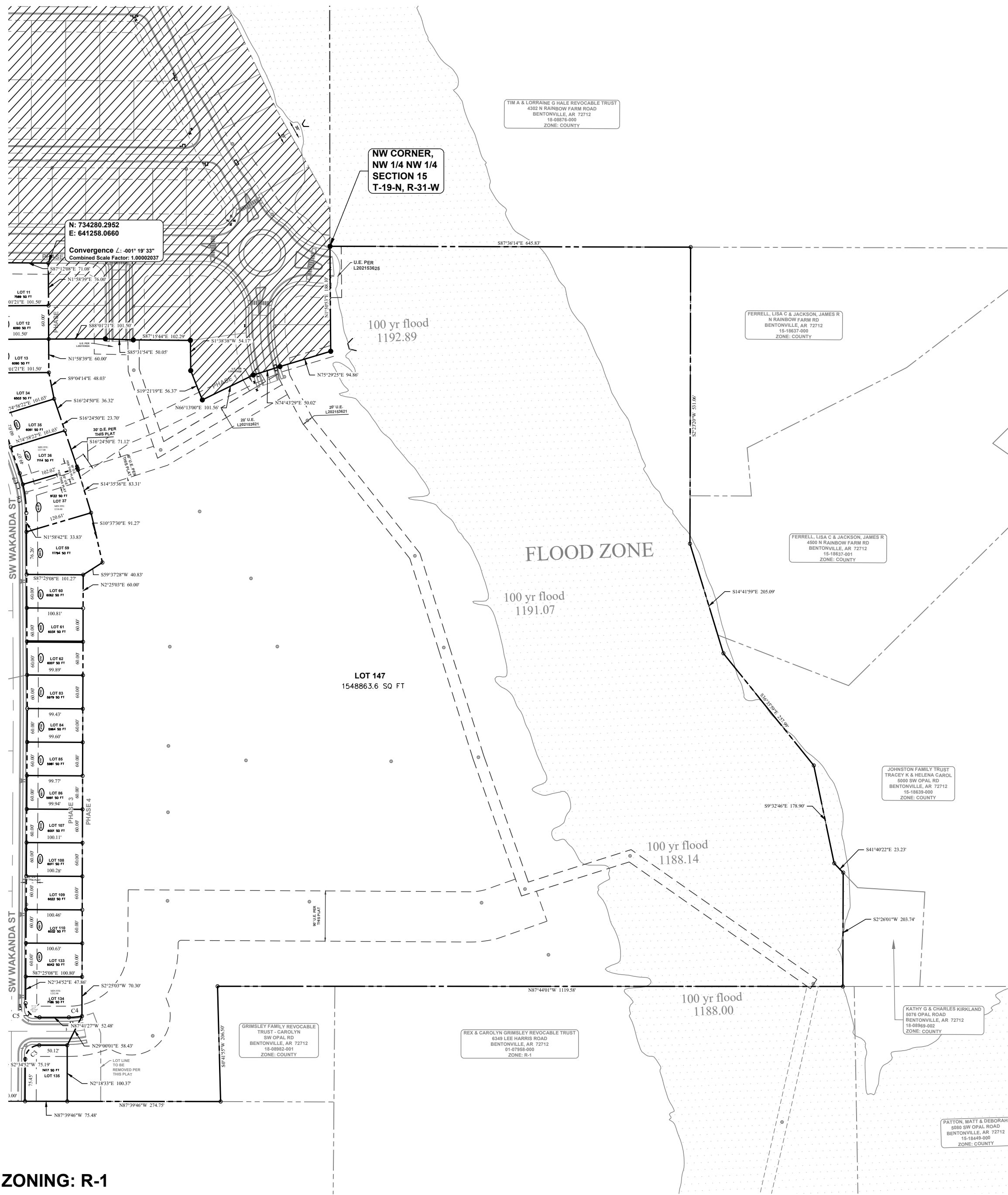
BASIS OF BEARING:  
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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOTS 1-147 OF OSAGE HILLS  
SUBDIVISION, PHASE 3  
TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: FP24-0009)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of LOTS 1-147 OF OSAGE HILLS SUBDIVISION, PHASE 3, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 5, 2024;

**WHEREAS**, said final plat is attached hereto as Exhibit “A”;

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

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

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

Section 1: That the final plat of LOTS 1-147 OF OSAGE HILLS SUBDIVISION, PHASE 3, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



## Rezoning - Adams - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential

504 Northwest B Street

**PC Date:** 11/5/2024

### Staff Report Details

|                                                  |                                                        |
|--------------------------------------------------|--------------------------------------------------------|
| <b>Project Number</b>                            | RZ24-0040                                              |
| <b>Applicant / Current Owner</b>                 | Mason Adams                                            |
| <b>Site Area</b>                                 | +/- <b>[0.08]</b> Acres                                |
| <b>Current Zoning</b>                            | R-1, Low Density Single-Family Residential             |
| <b>Requested Zoning</b>                          | DN-2, Downtown Neighborhood Medium Density Residential |
| <b>Current Future Land Use Map Designation</b>   | Medium Density Residential                             |
| <b>Requested Future Land Use Map Designation</b> | NA                                                     |
| <b>Development Type / Use</b>                    | Single-family                                          |
| <b>Related projects</b>                          | VAR24-0022- Lot Size                                   |

### Property Description

The subject property is located at 504 Northwest B Street. The property is presently zoned R-1, Low Density Single Family Residential, with a land use designation of Medium Density Residential. The property has direct access to Northwest B Street. Surrounding zoning districts include R-1, Low Density Single Family Residential to the North and South, R-2 Medium density residential to the East, and DN-2, Medium Density Residential to the West.

### Project Details

The applicant has requested a rezoning of the property from R-1, Low Density Single Family Residential to DN-2, Downtown Neighborhood Medium Density Residential. The applicant states in their narrative they are requesting the rezoning in order to replat the existing lots and develop single family homes.

### Relationship to the General Plan / Projected Traffic Impact

### Relationship to the General Plan / Projected Traffic Impact

The property is presently designated as Medium Density Residential and is surrounded by Medium Density residential to the east, north, and west. The adjacent blocks on the south are classified as High Density residential.

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

This zoning request aligns with the Future Land Use Map, recommending DN-2, downtown neighborhood medium density residential as an appropriate zoning designation. This location is within Priority Area 1 of the Community Plan, Downtown Intensification, which highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

From a built environment lens, DN-2 and its supported housing types fits within the surrounding development.

The applicant states there is no anticipated increase in traffic from the zoning change.

### Public Comment

Has Staff received Public Comment at the time of this report? : **No**

### Analysis / Waivers

The applicant obtained a variance from the Board of Adjustments to the minimum lot size requirements for DN-2, on the condition that this parcel is rezoned to DN-2. The applicant is seeking to complete a property line adjustment in order to make these lots buildable. Currently, these lots exist as existing non-conformities and are unbuildable per current setback standards under R-1. As we are unable to file a plat with lots that do not meet current lot standards, it was necessary for the applicant to rezone to DN-2 and obtain the variance for lot size.

With the obtained variance and rezoning to DN-2, the applicant will be able to replat this lot and build under the regulations of the DN-2 zoning district.

### Conclusion

This rezoning is consistent with the future land use plan. Given this property's location within medium and high density housing types, as well as the Community Plan's call for Downtown Intensification, staff recommends approval of this request.

### Additional Details







*Pending PC Item*

**DN-2**

**R-1**

**R-1**

**NW 6TH ST**

**R-1**

**R-1**

**R-1**

**NW B ST**

**MARK  
HANEY**

**R-1**

**DN-2**

**R-1**

**R-2**

**NW 5TH ST**

**R-1**

**R-1**



**RZ24-0040**  
**Mark Haney**  
**R-1 to DN-2**

Scale  
1" = 90'







---

Sep 13, 2024

Dear Bentonville Planning Commission,

We are requesting a rezone from R-1 to DN-2 at 504 NW B St in line with the Bentonville land use plan for medium density residential in this area. Nearby parcels are a mix of single family, townhomes, and small multifamily.

Our intention at this time is to develop new single family homes on the site. Existing water, sewer, and electric service are available on NW B St. Traffic impact with new development on this site will be minimal.

Thank you for considering our request.

Respectfully,  
Mark Haney



Legal description of 504 NW B St Parcel #01-02210-000

North 45 feet of Lot 7, and the North 45 feet of the West one-half of Lot 8,  
Block 15, Deming 2nd Addition, to the City of Bentonville, Benton County,  
Arkansas, as shown on Plat Record B at Page 24.



**Adams**

504 Northwest B Street

**BOA Date:** 10/9/2024

### Staff Report Details

|                                  |                                |
|----------------------------------|--------------------------------|
| <b>Project Number</b>            | VAR24-0022                     |
| <b>Applicant / Current Owner</b> | Mason Adams                    |
| <b>Site Area</b>                 | +/- 0.08 Acres                 |
| <b>Current Zoning</b>            | R-1, Single Family Residential |
| <b>Variance Request</b>          | Lot size standards             |
| <b>Related projects</b>          | LS24-0026                      |

### Property Description

The subject property is located on 504 Northwest B Street. The property is presently zoned R-1, Single-family Residential with a future land use designation of Medium-Density Residential.

### Regulation

#### **Sec. 401.07-B Downtown Neighborhood Districts Regulations (d) DN districts lot and area standards**

DN-2, Downtown Medium Density, requires a 2,000 square foot lot size minimum for a single-family attached unit.

The applicant is seeking a 578 square foot variance from the 2000 square foot minimum lot size standard for one of the two presently nonconforming lots.

### Variance Request

This report will consider and analyze this request based upon the six conditions of approval from the Zoning Code. Said conditions of approval will be bolded to differentiate from staff commentary.

## Variance Request

### **1. The applicant demonstrates that:**

#### **a. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structure or buildings in the same district;**

There are no other lots within the district that have the same circumstance regarding lot size and buildable area. Currently, Lot 7 and Lot 8 have a combined square footage of 3,422 square feet which does not meet any zoning district lot size standards that align with low or medium density residential land use.

#### **b. That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter;**

The applicant identifies that the nonconforming lots in question were platted in a way that renders them virtually unbuildable. While the code allows any property owner to build a single-family home on a non-conforming lot of record, the setbacks in R-1, Single Family Residential, would not allow anyone to build a livable home, as the buildable area would be approximately 5' deep and 31 feet wide at a maximum. In order to build on these lots, a property line adjustment and rezoning is required. However, the Planning Commission cannot approve a property line adjustment that creates a nonconforming lot, and City Council cannot rezone a nonconforming lot. Thus, it is necessary to obtain a variance in order for the applicant to receive the same rights commonly enjoyed by other properties in the same district.

#### **c. That special conditions and circumstances do not result from the actions of the applicant; and**

The applicant did not originally plat these lots or create this circumstance.

#### **d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in the same district.**

The granting of this variance does not confer any special privileges onto this applicant.

### **2. No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.**

The applicant makes no reference to any nonconformities or properties in neighboring lands or zoning districts.

### **3. The board of adjustment shall further make a finding that the reasons set forth in the application justify the granting of the variance and that the variance is the minimum variance that will make possible the reasonable use of land, building or structure.**

The applicant is seeking a 578 square foot variance from the DN-2 lot size standards, the minimum variance required to bring these lots into compliance with current city standards.

### **4. The board of adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this chapter, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.**

Granting this variance would not be injurious to the neighborhood, as the applicant will still be required to follow setback and other development standards as per the code.

## Variance Request

**5. Conditions.** In granting any variance, the board of adjustment may prescribe appropriate conditions and safeguards that it deems necessary or desirable. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

The Board has the authority to attach any conditions to a variance request that it deems appropriate. Any conditions proposed with a variance approval should be clearly stated into the record in the approval motion.

**6. Uses.** Under no circumstances shall the board of adjustment grant a variance to allow a use not permissible under the terms of this chapter in the district involved, or any use expressly or by implication prohibited by the terms of this chapter in said district.

The applicant's request does not include a variance to use.

### Conclusion

The applicant's variance request comes from Sec. 401.07-B (d) of the Zoning Code, which houses the lot size regulations for Downtown Neighborhood Districts. In DN-2, the minimum lot size is 2000 square feet for a single-family attached unit. The minimum lot size for the two-family structure is 4,000 square feet. Presently, the applicant has a total of 3,422 square feet available between lots 7 and 8. The applicant is seeking the variance of 578 square feet in order to complete a property line adjustment to orient the lot lines West/East facing along Northwest B Street. These changes would allow the applicants to bring the two nonconforming lots to one conforming lot at 2,000 sqft for single family attached, and one still nonconforming, but buildable lot, at 1,422sqft.

These lots will be served by an alley, which eliminates the need for a private drive within the property lines. The alley is 14' wide by 75' deep running east/west along the north property line.

This variance request seems to indicate a number of unique features affecting this property. First, the lots in question have almost no buildable area when setback standards are taken into account for the R-1 zoning district. Second, there is no path to adjusting the lot lines as the applicant is unable to meet the minimum lot size standards. Third, the applicant is unable to rezone to better meet lot size standards at this time as City Council may not rezone a non-conforming lot.

The applicant has started the rezoning application process and formally submitted a rezone application to the Planning Department, but is waiting to continue with the public hearing process until this variance request is heard.

Ultimately, all six standards of approval in the Zoning Code must be met in order for the Board to grant approval of the variance. This request appears to affirm several of the standards of approval.

## Background

## Public Comment

Has Staff received Public Comment at the time of this report?: **No**

## Conditions of Approval

Staff recommends the following conditions of approval:

1. The approved variance is contingent on the rezoning of Parcel 01-02210-000 to DN-2.
2. The applicant shall be required to obtain an approved building permit for the structure.
3. The applicant may only build an Accessory Dwelling unit on the 2,000 square foot lot so long as it meets development requirements.

### Section 301.10.c, Standards of Approval, of the Zoning Code

*Standards for approval.* A variance from the terms of this chapter shall not be granted by the board of adjustment unless and until:

(1) The applicant demonstrates that:

- a. special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district;
- b. that literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this chapter;
- c. that special conditions and circumstances do not result from the actions of the applicant; and,
- d. that granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, structures, or buildings in the same district.

(2) No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

(3) The board of adjustment shall further make a finding that the reasons set forth in the application justify the granting of the variance and that the variance is the minimum variance that will make possible the reasonable use of land, building or structure.

(4) The board of adjustment shall further make a finding that the granting of the variance will be in harmony with the general purpose and intent of this chapter, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

(5) *Conditions.* In granting any variance, the board of adjustment may prescribe appropriate conditions and safeguards that it deems necessary or desirable. Violations of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

(6) *Uses.* Under no circumstances shall the board of adjustment grant a variance to allow a use not permissible under the terms of this chapter in the district involved, or any use expressly or by implication prohibited by the terms of this chapter in said district.

 Pending BOA Item

NW 6TH ST

NW B ST

NW A ST

NW 5TH ST



VAR24-0022  
HANEY  
504 NW B ST







Sep 20, 2024

Dear Bentonville Board of Adjustments,

We are requesting a lot size variance of 578sqft for 504 NW B St to construct a single family attached two homes and ADU on two platted lots that are nonconforming to current zoning code. This is the minimum variance that would allow for any development on the lot. There are currently two platted lots at this address, with the lot lines oriented North/South in a way that makes both lots unbuildable at their current size and R-1 zoning. The hardship is simply that these old platted lots do not allow for any homes to be constructed under our current zoning and land development codes.

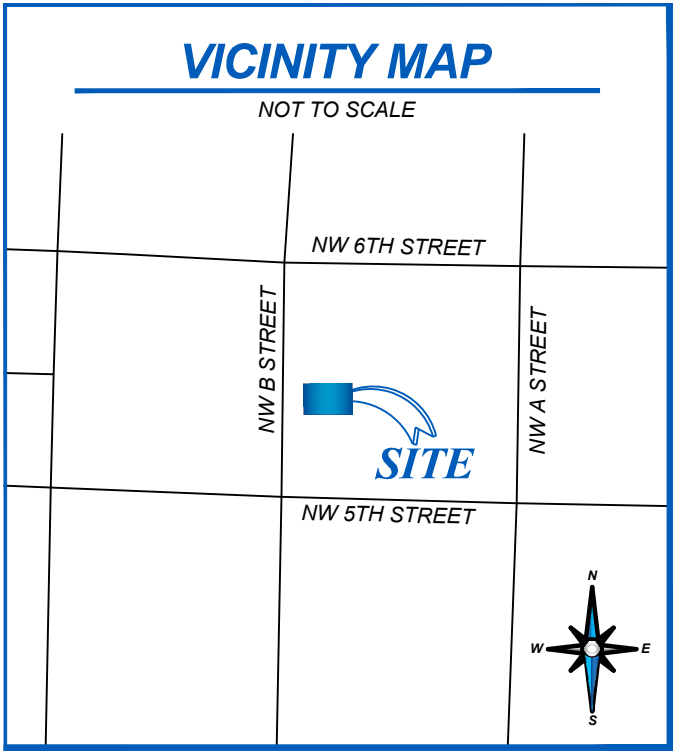
A minimum variance of 578sqft along with a property line adjustment to orient the lot lines West/East facing NW B would allow us to bring two nonconforming lots to one conforming at 2,000sqft for single family attached, and one still nonconforming, but buildable, at 1,422sqft. The adjacent alleyway helps from both a city and developer perspective, in the sense that these homes can be served by the alley, rather than a private driveway, and the alley at 14' wide by 75' deep along this property effectively gives an additional 1,050sqft that otherwise could have been included in a platted lot conforming to today's code with a private drive.

Although Bentonville code allows for a home to be constructed on any "nonconforming lot of record", there is no way to secure a building permit or rezoning with the current zoning and size of the platted lots. City staff have advised that a variance must be secured first for any re-platting or re-zoning of this site. We have submitted a re-platting and a re-zoning request to the planning commission with a DN-2 request, but those requests can not be approved without a variance due to the existing condition of two lots platted below the minimum lot size standards of today's code.

These uniquely small platted lots are not the result of the applicant or the owner. By my rough math according to R-1 setbacks, the buildable area is only 5' deep by 31' wide as-is, thus literal interpretation of the code would not allow anyone the right to build a livable home of any kind without a variance.

Considering the site's uniquely small platted land area, our desire to bring the lot into conformance to the extent that we are able, and our desire to construct new homes in a thoughtful and site-sensitive way, we request a lot size variance of 578sqft. This would allow us to use the land area efficiently, in line with our land use plan, and build attractive new homes in the neighborhood. Thank you for your thoughtful consideration.

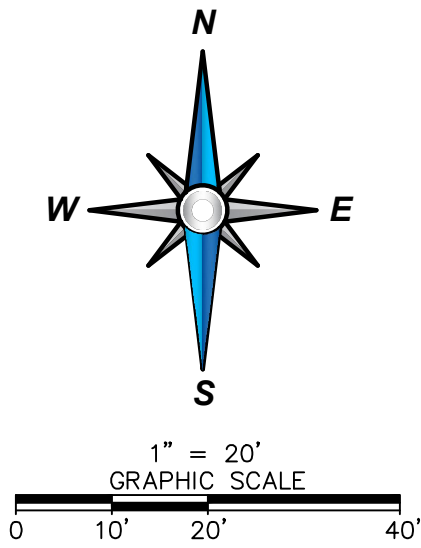
Respectfully,  
Mark Haney



# PROPERTY LINE ADJUSTMENT

LOCATED IN: SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, 5TH P.M.

504 NW B STREET, BENTONVILLE, BENTON COUNTY, ARKANSAS 72712



## RECORD DESCRIPTION

DEED BOOK 1992 AT PAGE 9225  
NORTH 45 FEET OF LOT 7, AND THE NORTH 45 FEET OF THE WEST ONE-HALF OF LOT 8, BLOCK 15, DEMING 2ND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.  
SUBJECT TO ANY OUTSTANDING MORTGAGES, EASEMENTS, RIGHTS-OF-WAY, AND ANY OTHER OTHER ENCUMBRANCES OF RECORD.

## SURVEY DESCRIPTION

PART OF LOTS 7 & 8, BLOCK 15, DEMING 2ND ADDITION, AND A PART OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" REBAR WITH A CAP STAMPED "WINCHESTER AR 1808" LOCATED ON THE EAST RIGHT-OF-WAY LINE OF NORTHWEST B STREET AND MARKING THE NORTHWEST CORNER OF SAID LOT 7; THENCE S87°02'40"E 74.77 FEET TO A FOUND 1/2" REBAR, THENCE S02°39'43"W 46.22 FEET, THENCE N86°18'57"W 74.85 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTHWEST B STREET, THENCE ALONG SAID RIGHT-OF-WAY LINE N02°45'40"E 45.26 FEET TO THE POINT OF BEGINNING, CONTAINING 0.079 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

## MISCELLANEOUS NOTES

STATE RECORDING NUMBER:  
500-20N-30W-0-30-140-04-1808

COMPLETED FIELD WORK:  
FEBRUARY 20, 2024

REFERENCE DOCUMENTS:  
1. WARRANTY DEED FILED IN DEED BOOK 1992 AT PAGE 9225.  
2. SURVEY PLAT FILED IN PLAT BOOK 2014 AT PAGE 15.  
3. SURVEY PLAT FILED IN PLAT L201905249.  
4. SURVEY PLAT FILED IN PLAT 3202020046.

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.

THE TERM "CERTIFY" OR "CERTIFICATION" AND "CORRECT" AS NOTED HEREON AND AS IT PERTAINS TO LAND SURVEYING SERVICES AS SHOWN ON THIS DOCUMENT SHALL MEAN, "A STATEMENT SIGNED BY THE PROFESSIONAL LAND SURVEYOR BASED ON THE FACTS AND KNOWLEDGE KNOWN TO THE PROFESSIONAL LAND SURVEYOR AT THE TIME OF THE SURVEY AND IS NOT A GUARANTEE OR WARRANTY, EITHER IMPLIED OR EXPRESSED."

THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.

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.

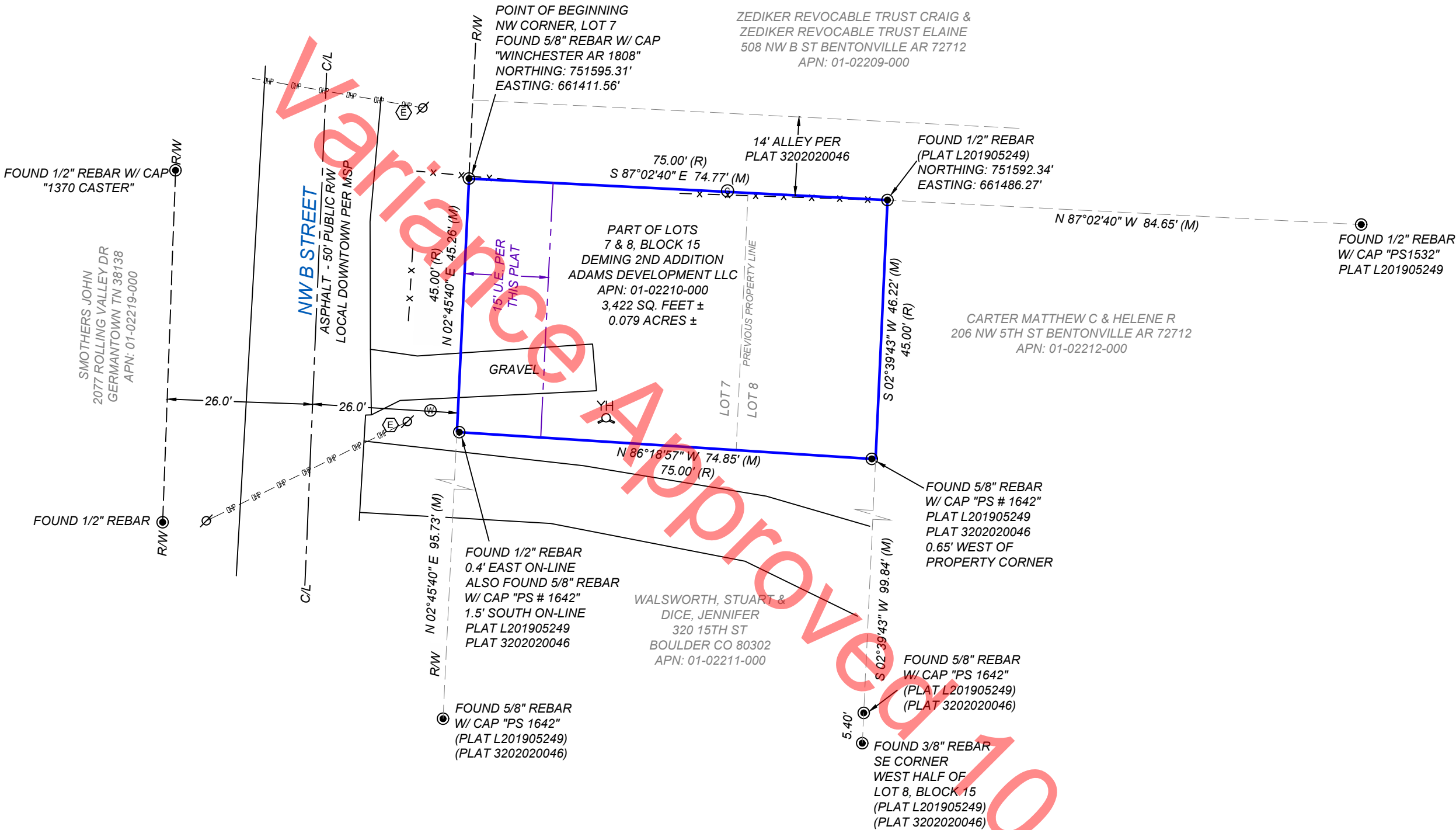
NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.

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

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

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

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



## LAND AREA

3,422 ± SQUARE FEET  
0.079 ± ACRES

## OWNER/DEVELOPER

PARCEL: 01-02210-000  
OWNER: ADAMS DEVELOPMENT LLC  
MAILING: 2979 N APATITE DR FAYETTEVILLE AR 72704  
EMAIL: MASON.ADAMS@DALLASRES.COM

## 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. 05007C0090J, WHICH BEARS AN EFFECTIVE DATE OF 9/28/2007 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

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

## UTILITY INFORMATION

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

## ZONING INFORMATION

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT [HTTP://WWW.BENTONVILLEPLANNING.COM/](http://www.bentonvilleplanning.com/) OR CALL THE PLANNING DEPARTMENT @ 479-271-3122

## LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- ⊕ COMPUTED POINT
- ⊙ GAS METER
- ⊗ POWER POLE
- ⊙ WATER METER
- ⊕ YARD HYDRANT
- ⊕ ELECTRIC VAULT
- (M) MEASURED/CALCULATED DIMENSION
- (R) RECORD DIMENSION
- MSP MASTER STREET PLAN
- BOUNDARY LINE
- — — CENTERLINE (C/L)
- — — RIGHT-OF-WAY (R/W)
- x — x — FENCE LINE
- — — OVERHEAD POWER LINE
- — — ADJACENT/TIE LINE
- — — UTILITY EASEMENT (U.E.)

SHEET 1 OF 1

| DATE     | REVISION HISTORY  | BY  |
|----------|-------------------|-----|
| 8/1/2024 | PLANNING COMMENTS | JDC |
|          |                   |     |
|          |                   |     |
|          |                   |     |
|          |                   |     |

## SIGNATURE BLOCKS

BENTON COUNTY CERTIFICATE OF DEDICATION:  
WE, THE UNDERSIGNED, DO HEREBY SWEAR THAT WE ARE THE SOLE OWNERS OF THE HEREON PLATTED PROPERTY AND DO HEREBY DEDICATE ALL STREET AND EASEMENTS FOR USE BY THE GENERAL PUBLIC AND FOR THE INSTALLATION OF UTILITIES.

OWNER \_\_\_\_\_ DATE \_\_\_\_\_  
OWNER \_\_\_\_\_ DATE \_\_\_\_\_

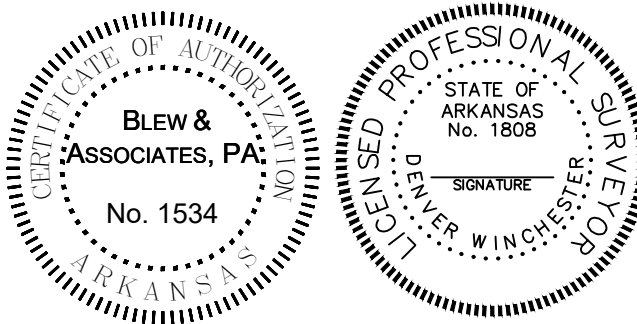
STATE OF ARKANSAS  
COUNTY OF \_\_\_\_\_  
SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

PLANNING BOARD ACCEPTANCE:  
THE PLANNING BOARD, BASED ON AN APPROVAL GRANTED TO THE APPLICANT ON \_\_\_\_\_, 2024, HEREBY ENDORSES THIS PLAN AS MEETING ALL OF THE REQUIREMENTS OF A PROPERTY LINE ADJUSTMENT.

PLANNING REPRESENTATIVE \_\_\_\_\_

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT  
TO THE BEST OF MY KNOWLEDGE AND BELIEF  
ON THIS THE 5TH DAY OF AUGUST, 2024.



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.

Surveying  
Engineering  
Mapping

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

|                                            |                                              |
|--------------------------------------------|----------------------------------------------|
| SURVEYOR JOB NUMBER:<br>24-0958            | SURVEY DRAWN BY:<br>JDC - 7/8/2024           |
| SURVEY REVIEWED BY:<br>MB                  | SCALE:<br>1" = 20'                           |
| FOR THE USE AND BENEFIT OF:<br>MASON ADAMS | CITY OF BENTONVILLE PROJECT NO.<br>LS24-0026 |

November 3, 2024

Subject: Concerns Regarding Property Line Adjustment and Rezoning at 810 Northwest B St.  
Lot 32, Block 1, Crabtree Addition  
PLA24-0024

Dear Planning Commission,

We are writing to regarding Mr. Mark Haney's recent request for a property line adjustment and rezoning at 810 Northwest B St., which is directly diagonal from our home at 505 Northwest B St. As long-time residents of this neighborhood, we feel compelled to express our deep concerns regarding this proposal.

Mr. Haney's plan to construct a duplex along with an additional Accessory Dwelling Unit (ADU) on a lot that is barely large enough to accommodate a modest single-family home raises significant worries. Increasing density in this manner has implications not only for the immediate vicinity but for the community as a whole.

One of the primary concerns is the loss of green space and mature trees that contribute to the character and charm of our neighborhood. The proposed development, which involves the removal of several trees, contradicts our community's values, particularly in light of the devastation caused by the recent May storm. We believe that preserving our existing trees and green spaces is essential for maintaining the environmental health and aesthetic appeal of our area.

Additionally, the parking situation is another pressing issue. Mr. Haney's plan includes provision for just one parking spot per unit, which is inadequate for a duplex and an ADU. Given the limited size of the lot, there will be no possibility of street parking in front of the property itself. This is likely to lead to overflow parking on our street, particularly in front of our home, which would be extremely inconvenient and disruptive.

While we are not opposed to growth and development in our community, we firmly believe it should be responsible and considerate, prioritizing the needs of existing residents and the preservation of our neighborhood's character. Unfortunately, this proposal appears primarily driven by financial gain, neglecting the importance of maintaining the original elements of our community and the well-being of its residents.

We urge you to consider the potential impact of this proposal on our neighborhood as you evaluate Mr. Haney's request. Thank you for your attention to this matter, and I hope you will take our concerns into serious consideration. Feel free to contact me if you have any questions.

Sincerely,

Brent & Sherry Stalls

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: RZ24-0040)**

**WHEREAS**, Mason Adams 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:

NORTH 45 FEET OF LOT 7, AND THE NORTH 45 FEET OF THE WEST ONE-HALF OF LOT 8, BLOCK 15, DEMING 2ND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD B AT PAGE 24;

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 5, 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:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



|                                                                                   |                                      |
|-----------------------------------------------------------------------------------|--------------------------------------|
|  | <b>Opal Park</b>                     |
|                                                                                   | Southwest Regional Airport Boulevard |
|                                                                                   | <b>PC Date:</b> 11/5/2024            |

| Staff Report Details                             |                                |
|--------------------------------------------------|--------------------------------|
| <b>Project Number</b>                            | PUD22-0003                     |
| <b>Applicant / Current Owner</b>                 | Buffington Barron LLC          |
| <b>Site Area</b>                                 | +/- 95.22 Acres                |
| <b>Current Zoning</b>                            | Planned Unit Development (PUD) |
| <b>Requested Zoning</b>                          | Planned Unit Development (PUD) |
| <b>Current Future Land Use Map Designation</b>   | A-1, Agriculture               |
| <b>Requested Future Land Use Map Designation</b> |                                |
| <b>Development Type / Use</b>                    | Residential                    |
| <b>Related projects</b>                          | PP23-0003                      |

| Property Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>This property is approximately 95.22 acres of land in the Opal Subdivision. The property has access to Southwest Regional Airport Blvd. and Southwest Opal Road, which are classified as Arterial and Collector, respectively. The property also has access to the stub of Southwest Fairview Blvd., a local road in the North Fork Addition. The property is presently zoned PUD, Planned Unit Development (approved March 7, 2023) with a Future Land Use Map designation of Agriculture.</p> |

| Project Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The applicant has proposed several modifications to the PUD, specifically to Phases 1 and 2. These modifications include lowering the minimum width for the smaller detached single-family lot from 45' to 44', and reducing the minimum side yard setback for that same lot type from 7' to 5'. The previously required front garage setbacks have been removed as well. The applicant also proposes to move phase 2 open spaces north easterly with an associated modification of streets and utilities to accommodate the new layout. The impetus for this move was the discovery that the previously planned POA amenity lot, (Lot 17) was encumbered by easements, rendering it unavailable for much more than a grass field. This modification will allow the two open space areas to work together, with restrooms and other amenities located closer to lot 17. Total Open Space decreases with this proposed modification from 14.42 acres to</p> |

## Project Details

14.10 acres. There will be additional open space provided with the trail adjacent to the commercial area in phase 3, however, since the commercial area is only conceptual at this time, this area has not been included within the total 14.10 acres. The project provides 20.83% open space with this update and meets the code mandated minimum of 20%.

| Description            | Units Approved in 2023 | Proposed Units |
|------------------------|------------------------|----------------|
| Single Family Detached | 204                    | 204            |
| 3-Unit Townhome        | 1 structure            | 1 structure    |
| 4-Unit Townhome        | 17 structures          | 15 structures  |
| 5-Unit Townhome        | 19 structures          | 23 structures  |
| 6-Unit Townhome        | 6 structures           | 7 structures   |
| <b>Total Units</b>     | <b>406</b>             | <b>424</b>     |

## Relationship to the General Plan / Projected Traffic Impact

The Future Land Use Plan currently depicts this property as Agriculture. Agriculture areas include larger properties used primarily for the raising of crops or livestock. These properties may include residence and farm-related structures.

The property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights thoughtful growth and development along existing infrastructure and the preservation of land for future commercial incorporation.

## Public Comment

Has Staff received Public Comment at the time of this report? : **No**

## Analysis / Waivers

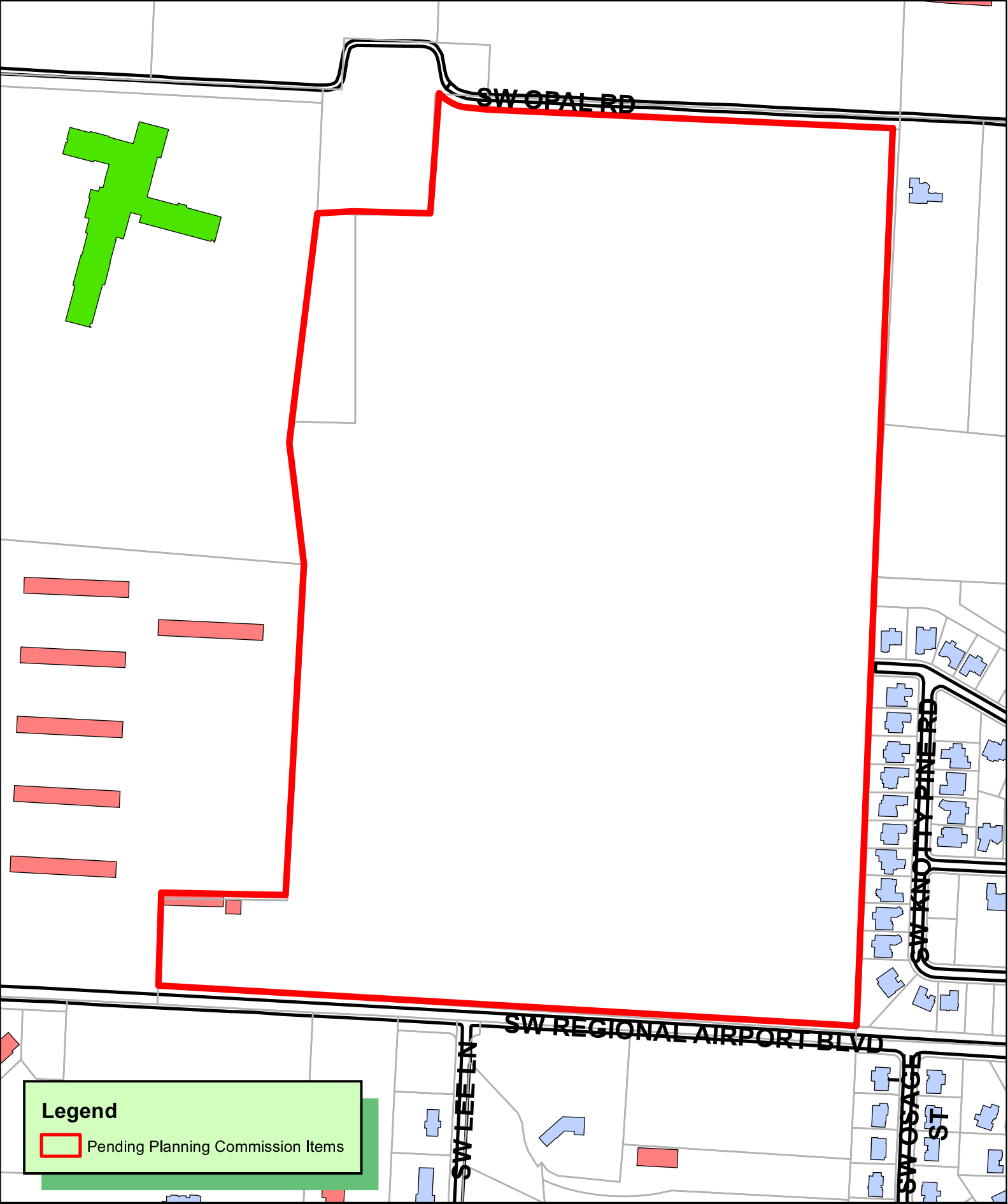
The amount of open space in Phase 2 is reduced, from the large central space in the original request to lot 84 in this request and the total unit count goes up but still meets the minimum requirement of 20%.

Taking the whole development into account, a large amount of open space is preserved throughout the development, particularly in the center. The street layout is amended, but still offers a grid-like system and two stub outs to the west as originally approved.

## Conclusion

Staff recommends approval of the revision with a condition that a pedestrian connection, 10' wide encompassing a 5' sidewalk and 5' planting space, be provided in the vicinity of lots 92-94 to provide direct pedestrian access to the central green space through that row of lots.





**Legend**

 Pending Planning Commission Items



1 inch = 350 feet

**PUD22-0003 2/7/23**  
**PLANNED UNIT DEVELOPMENT**  
**OPAL SUBDIVISION**  
**PHASES 1 THROUGH 4**





November 01, 2024

Planning Department  
305 SW A Street  
Bentonville, AR 72712

RE: Opal Park PUD Revision Letter  
CTA Job No. 21300200  
City PUD No. PUD22-0003  
City PP No. PP23-0003 for Phase 1 Plans

Dear Mr. Stanton,

Please let this letter serve as a summary of the revisions to the Opal Park PUD22-0003.

1. 1C Project Narrative:
  - a. Planning Area 2 (Residential), section b for building setbacks table:
    - i. 45-59' detached SF lot revised to 44-59' detached SF lot
    - ii. Side setback for 44-59' lots reduced from 7' to 5'.
  - b. Planning Area 2 (Residential), section j for garage setbacks removed.
  - c. 401.10(f)(3) PUD Open Space Requirements Structural Design Standards
    - i. Item 'h' discussing garage setbacks removed.
  - d. Planning Area 3 (Open Green Space)
    - i. 401.10(f)(1) PUD Open Space Requirements
      1. Public right-of-way decreased from 21.52 to 21.29 acres due to the revised layout of PH II.
      2. Provided Open Space percentage reduced from 21.4% to 20.83%.
2. 2A Master Site Plan:
  - a. Reverification of adjacent property owners
  - b. New layout for phase 2, as shown in the Planning Area, Phasing, and Unit Mix Maps.  
This new layout affects Diamond State Blvd and the connection between PH I and PH II.  
The new layout affects these following lots:
    - i. PH I—lots #16, 17, 18-25, 86, 87
    - ii. PH II—lots #1, 35-85
  - c. New layout for phase 2, as shown in Site Plans C & D, C-103-104. Rev clouds show limits of revision.
  - d. New utility layout for phase 2, as shown in Utility Plan B, C-106. Rev clouds show limits of revision.
  - e. Lots south of proposed amenity area (previously lots 350-358, now they're numbered as lots 18-25) increased width from 37' to 44'.
  - f. Parking relocated from amenity area lot (now lot #17 PH I) to across the alley on lot #18.
  - g. Lot 16 in Phase I width decreased to 27'.
  - h. Lot 86 in Phase I turned into green space for park.
  - i. Lot 84 in Phase II turned into green space for park.
  - j. Lot 87 in Phase II width increased to 43'.



If you have any questions or concerns, I'm happy to discuss them with you over the phone at 479-878-2475 or via email at [trent.woessner@craftontull.com](mailto:trent.woessner@craftontull.com).

Sincerely,

---

Trent Woessner, P.E.  
Civil Project Engineer

**November 01, 2024**

# **PUD BOOKLET**

**Prepared for:**

Buffington Barron, LLC

## **Opal Park**

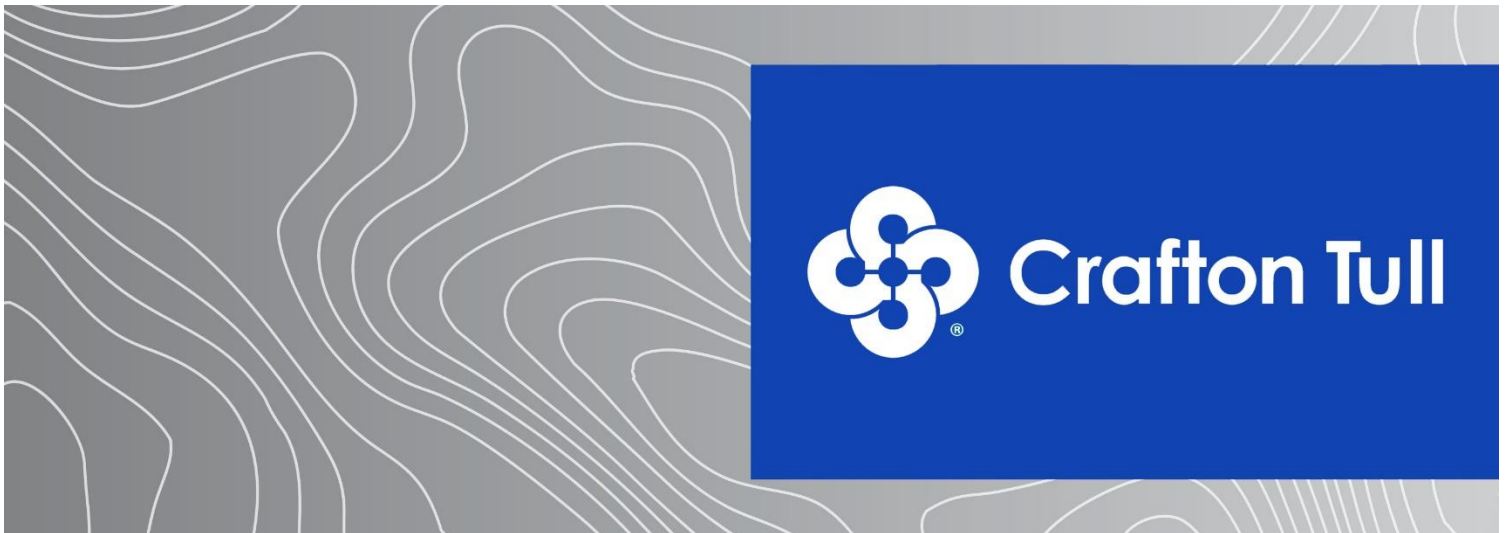
**Submitted to:**

City of Bentonville

305 SW A St.

Bentonville, Arkansas 72712

**CT JOB NO.** 21300200





# INDEX

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## (1) APPLICATION PACKET

- (A) Property Owner Consent Form
- (B) Warranty Deed
- (C) Narrative

## (2) PLAN SET

- (A) Master Site Plan
- (B) Boundary Survey
- (C) Approved Jurisdictional Determination
- (D) Architectural Elevation Renderings
- (E) Draft of Covenants



# 1C NARRATIVE



# 1C NARRATIVE

---

## **401.10(a) Description and Purpose of PUD**

Buffington Homes created Opal Park to be a destination community unlike anything currently in development in the NWA region. The development will incorporate principals of New Urbanism through the creation of a series of interconnected paths and sidewalks, numerous pocket parks, and community green spaces, a mix of housing types and sizes and a centrally featured low impact storm water park.

The purpose of the Planned Unit Development (PUD) request is to create an innovative mixed-use development with high standards, but which do not strictly comply to current options presented by the zoning code. This PUD will allow for commercial properties along the highway, standard single family style housing, row house style single family housing, and attached single family residential which is similar in nature to a townhome. The commercial properties will not only serve this development but also the surrounding areas.

There are ample amounts of open green space within the development, including a dog park, linear park, and a large storm park (over 13 acres) with walking trails and nature elements. The entirety of the development is very pedestrian friendly, with sidewalks and trails which connect all facets of the residential properties to the open green space and commercial units.

The idea behind the proposal was a mixed-use development, but also to cluster the residential together to leave a large area of open green space for the community to enjoy, rather than larger lots to achieve similar density without the green space. This creative approach to the layout of the development is an efficient use of the land that reduces the quantities of streets and utilities, leading to less impervious area, and less impacts to the city's maintenance crews for the public infrastructure. This also preserves and will greatly enhance many of the natural features on-site and will also prevent soil erosion by carefully controlling the water through this area through a series of wet ponds.

## **401.10(b) PUD Districts Require Zoning Designation and Master Plan**

Many detailed site plans are included with this booklet including an Overall Development Plan, Phasing Plan, and a Planning Area Plan to clearly and adequately show what is being proposed. In addition to these overall maps, a detailed site plan is also included which show street sizes, utility locations, setbacks, easements, and dimensions. This PUD application covers an area of 95.22 acres, exceeding the minimum required lot area of 10 acres.



#### **401.10(c) Allowed uses in PUD district**

- **Planning Area 1 (Commercial)** – This area will encompass the lots and areas where commercial uses shall be developed (either by Buffington Baron LLC or by others). This includes the areas along Highway 12, as well as the residential community clubhouse. This district shall be designed to provide convenience goods and personal services for the development as well as the surrounding communities. Commercial developments within this area shall generally conform in architecture and material to the proposed residential planning area.

Goals of this planning area include the following:

- I. Minimize any potential incompatibilities between commercial developments and other types of land use;
- II. Provide opportunities for investment as new residential areas and thoroughfares are built, they are particularly designed to encourage the use of undeveloped lands in existing commercial areas;
- III. Provide sufficient space, at appropriate locations in close proximity to established residential areas for retail and service trade. Such commercial establishments should provide shopping needs of nearby residential areas; and,
- IV. Provide sufficient and appropriate space to meet anticipated future needs for planned commercial developments in central shopping districts, regional, community and neighborhood shopping centers.
- V. Provision of off-street parking in conjunction with commercial area development shall be fostered through commercial district establishments. Establishments will be encouraged through the districts to congregate in planned developments to the consumer and merchant's advantage.

The zoning within this planning area will be based on the existing C1 (Neighborhood Commercial) zoning district. This district is designed to provide convenience goods and personal services for the development as well as the surrounding communities.

**Table 1: Table of Allowed Uses**

| <b>Uses Allowed By Right</b>                                |                                                                                                                                                                                   |                                                                                                 |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Residential                                                 | <ul style="list-style-type: none"> <li>Residential Facility: Assisted Living</li> </ul>                                                                                           | <ul style="list-style-type: none"> <li>Residential Facility: Extended Medical Care</li> </ul>   |
| Recreation, Education, Public Assembly                      |                                                                                                                                                                                   | <ul style="list-style-type: none"> <li>Cultural Studio</li> </ul>                               |
| Services                                                    | <ul style="list-style-type: none"> <li>ATM Machine</li> </ul>                                                                                                                     | <ul style="list-style-type: none"> <li>Adult Day Care</li> </ul>                                |
|                                                             | <ul style="list-style-type: none"> <li>Child Care: Commercial</li> </ul>                                                                                                          |                                                                                                 |
|                                                             | <ul style="list-style-type: none"> <li>Copy Services</li> </ul>                                                                                                                   | <ul style="list-style-type: none"> <li>Financial Institution</li> </ul>                         |
|                                                             | <ul style="list-style-type: none"> <li>Maintenance Service</li> </ul>                                                                                                             | <ul style="list-style-type: none"> <li>Medical Services: Doctor Office</li> </ul>               |
|                                                             | <ul style="list-style-type: none"> <li>Medical Services: Urgent Care Clinic (&lt; 12,000 gsf)</li> </ul>                                                                          |                                                                                                 |
|                                                             | <ul style="list-style-type: none"> <li>Office: Small Scale (&lt; 4,000 gsf)</li> </ul>                                                                                            | <ul style="list-style-type: none"> <li>Office: Large Scale (4,000 gsf to 12,000 gsf)</li> </ul> |
|                                                             | <ul style="list-style-type: none"> <li>Personal Services</li> </ul>                                                                                                               | <ul style="list-style-type: none"> <li>Repair Services: Household</li> </ul>                    |
| Retail                                                      | <ul style="list-style-type: none"> <li>Artisan Shop</li> </ul>                                                                                                                    | <ul style="list-style-type: none"> <li>Bakery</li> </ul>                                        |
|                                                             | <ul style="list-style-type: none"> <li>Bar, Lounge or Tavern</li> </ul>                                                                                                           | <ul style="list-style-type: none"> <li>Convenience Store</li> </ul>                             |
|                                                             | <ul style="list-style-type: none"> <li>Convenience Store that sells beer and/or light wine for off-site consumption</li> </ul>                                                    |                                                                                                 |
|                                                             | <ul style="list-style-type: none"> <li>Convenience Store that sells beer, light wine and/or spirits for off-site consumption</li> </ul>                                           |                                                                                                 |
|                                                             | <ul style="list-style-type: none"> <li>Equipment Rental: Indoor</li> </ul>                                                                                                        |                                                                                                 |
|                                                             | <ul style="list-style-type: none"> <li>Outdoor Vending, Private Property</li> </ul>                                                                                               | <ul style="list-style-type: none"> <li>Pharmacy (&lt; 12,000 gsf)</li> </ul>                    |
|                                                             | <ul style="list-style-type: none"> <li>Retail: Small Scale (&lt; 4,000 gsf)</li> </ul>                                                                                            | <ul style="list-style-type: none"> <li>Retail: Large Scale (4,000 gsf to 12,000 gsf)</li> </ul> |
| <b>Uses Allowed with an Approved Conditional Use Permit</b> |                                                                                                                                                                                   |                                                                                                 |
| Agriculture and Animals                                     |                                                                                                                                                                                   | <ul style="list-style-type: none"> <li>Animal Clinic</li> </ul>                                 |
| Recreation, Education, Public Assembly                      | <ul style="list-style-type: none"> <li>Commercial Recreation Facility: Indoor</li> </ul>                                                                                          | <ul style="list-style-type: none"> <li>Educational Facility</li> </ul>                          |
| Services                                                    | <ul style="list-style-type: none"> <li>Medical Services: Laboratory</li> </ul>                                                                                                    |                                                                                                 |
| Retail                                                      | <ul style="list-style-type: none"> <li>Convenience Store that sells beer and/or light wine for off-site consumption within 500' of a city owned park or trail</li> </ul>          |                                                                                                 |
|                                                             | <ul style="list-style-type: none"> <li>Convenience Store that sells beer, light wine and/or spirits for off-site consumption within 500' of a city owned park or trail</li> </ul> |                                                                                                 |
|                                                             | <ul style="list-style-type: none"> <li>Gas Station</li> </ul>                                                                                                                     | <ul style="list-style-type: none"> <li>Restaurant</li> </ul>                                    |
|                                                             | <ul style="list-style-type: none"> <li>Restaurant: Drive-Through</li> </ul>                                                                                                       | <ul style="list-style-type: none"> <li>Restaurant: Microbrewery</li> </ul>                      |



- **Planning Area 2 (Residential)** - This planning area will encompass residential lots, alleys, houses, and areas where single family, townhomes, or attached homes shall be built or developed. This planning area is the largest of the three proposed planning areas and includes single family detached, and single family attached (2+ units).

Goals of this planning area include the following:

- I. Provisions of adequate space at appropriate locations necessary to create an appropriate mix of housing alternatives for people of all lifestyles;
- II. Consideration to site selection and variety of choice;
- III. Prevention of congestion as much as possible by regulating population density, activity intensity and extent of building bulk in relation to area land use;
- IV. Control of structure height to provide light and air access through windows; and
- V. Promotion of desirable land use and development in order to protect district character and to conserve land and building value.

The zoning within this planning area will be based on the existing R2 (Medium Density Two Family and Townhomes Residential) zoning district. This district is designed to permit residential housing, whether single family detached or single-family attached.

#### **Permitted Uses:**

- |                                                                         |                                                           |
|-------------------------------------------------------------------------|-----------------------------------------------------------|
| - Animal – Domestic or Household                                        | - Park: Mini, Neighborhood, Community                     |
| - Community Garden                                                      | - Child Care- Registered Family Home (5 children or less) |
| - Dwelling – Condominium, Modular, Single Family, Townhouse, Two-Family | - Mobile Food Vendor                                      |
| - Library                                                               |                                                           |

#### **Conditional Uses:**

- |                                                     |                                                 |
|-----------------------------------------------------|-------------------------------------------------|
| - Botanical Garden                                  | - Wireless Communication Facility (Cell Towers) |
| - Urban Farm                                        |                                                 |
| - Group Home                                        |                                                 |
| - Home Occupation Type B                            |                                                 |
| - Community Center                                  |                                                 |
| - Educational Facility                              |                                                 |
| - Golf Course                                       |                                                 |
| - Adult Day Care                                    |                                                 |
| - Child Care – Licensed Center                      |                                                 |
| - Temporary Uses                                    |                                                 |
| - Child Care – Licensed Family Home (6-16 Children) |                                                 |
| - Bed and Breakfast                                 |                                                 |
| - Public Safety Services                            |                                                 |
| - Utility Facility                                  |                                                 |

**Accessory Uses (Not the primary use):**

- Chicken, Hobby
  - Dwelling – Accessory
  - Home Occupation – Type A
  - Solar Energy System
  - Building Accessory – Nonresidential
  - Donation Box
- 
- **Planning Area 3 (Open Green Space)** – This planning area will encompass all the detention, drainage features, forested areas, natural areas, recreational features, and parks on-site. This planning area is designed to permit and encourage the minimum amount of development, protect natural features, encompass all common open space, and recreational features for the property.

These planning areas are further discussed in greater detail in Section E and Section F of this booklet, along with a map delineating each planning area.

This planning area will encompass all the detention, drainage features, forested areas, natural areas, recreational features, and parks on-site. This planning area is designed to permit and encourage the minimum amount of development, protect natural features, encompass all common open space, and recreational features for the property.

**Permitted Uses:**

- |                    |                      |
|--------------------|----------------------|
| - Botanical Garden | - Park: Mini,        |
| - Community Garden | Neighborhood,        |
| - Greenhouse       | Community            |
| - Plant Nursery    | - Mobile Food Vendor |

**Conditional Uses:**

- |                          |                    |
|--------------------------|--------------------|
| - Outdoor Music Venue    | - Utility Facility |
| - Public Safety Services | - Temporary Uses   |

**Accessory Uses (Not the primary use):**

- Solar Energy System
- Wind Energy System
- Building Accessory – Nonresidential
- Donation Box

#### **401.10(d) Density Requirements for PUD district**

Definition: Net residential acres - Gross acreage of the PUD site minus all public rights-of-way and less the area of all parcels or lots devoted to commercial, industrial, or institutional uses not of a residential nature. As it pertains to this PUD, the acreage shall omit Planning Area 1 and the public rights-of-way but include Planning Area 3.

Total Acreage: 95.22 Acres

Commercial: 12.51 Acres

Street R/W: 21.52 Acres

Net Residential Acres: 61.19 Acres

\*All of the above acreages are approximate based on the site maps, and may vary slightly.

#### **401.10(e)(1) PUD district permitted modifications**

- **Planning Area 1 (Commercial)**

- a. Density shall not be regulated for this planning area. The size of the commercial buildings shall be limited by landscaping and off-street parking requirements as well as any additional large scale development requirements.

- b. Setbacks for this planning area shall be as follows:

|            | Front            |                     | Side                                 |                                  | Rear                                 |                                  |
|------------|------------------|---------------------|--------------------------------------|----------------------------------|--------------------------------------|----------------------------------|
| District   | 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 |
| Commercial | 50'              | 20'                 | 7'                                   | 15'                              | 20'                                  | 25'                              |

- c. Building heights within this planning area shall not exceed 40 feet. Where greater than 40 feet is requested, the structure shall be setback an additional foot for each foot in excess of the maximum height allowed.
- d. Lot size shall not be smaller than 7,000 square feet.
- e. Lot width shall not be less than 70 feet.
- f. There shall be no minimum lot depth, but there shall be a maximum lot coverage of 50%.
- g. Landscaping: Landscaping shall be consistent with Article 1400 of the Bentonville Municipal Code.
- h. Parking: Parking shall be associated with the proposed use and will conform to Section 501 of the Bentonville Municipal Code.
- i. Street widths are requested per the included site drawings. All streets shall be public, except for the drive adjacent to the proposed clubhouse, with parking on both sides. That shall be private. Street sections vary in width and right of way but shall meet the minimum street sections for pavement depth, cross-slope, and base and subgrade requirements.
- j. Where allowed, front, rear, and side loading shall be setback a minimum of 20'.

### Additional Details

1. Architectural design standards: Architectural design standards of the proposed commercial use shall generally conform in architecture and material to the proposed residential planning area. These will be reviewed by The Architectural Control Committee (as outlined in the covenants) for final approval.

- **Planning Area 2 (Residential)**

- a. Density shall not be regulated for this planning area, except by the minimum lot sizes as indicated in the below tables.

- b. Building setbacks shall be as follows:

| Residential (R) Districts<br>Minimum Setback Standards |                            |       |          |              |      |
|--------------------------------------------------------|----------------------------|-------|----------|--------------|------|
| District                                               | Building Type              | Front | Side     |              | Rear |
|                                                        |                            |       | Interior | Exterior *** |      |
| Residential District                                   | >59' Detached SF Lot       | 20'   | 7'       | 20'          | 25'  |
| Residential District                                   | 44'-59' Detached SF Lot    | 20'   | 5' *     | 20'          | 20'  |
| Residential District                                   | Attached SF Lot (Townhome) | 20'   | 0'/5' ** | 20'          | 20'  |

\*For the 44' to 59' detached single family lots, a zero side setback is allowable as long as a 7' side setback is proposed on the other property line.

\*\* For the attached single family lots (townhomes), a zero side setback is allowed. At the end of the building, there shall be a minimum of 5' to the lot line. A minimum of 10' must be provided between buildings.

\*\*\* Exterior side setbacks shall be as measured to public streets only, not alleys. Where adjacent to alleys, a minimum of 5' shall be provided.

Note: Setback shall be measured from the face of the building. Roof overhangs are permitted within the setback up to 24".

- c. Buildings shall not exceed a 30' plate height. Elevations are provided with this document detailing proposed heights. No building or structure may exceed this number, which will be enforced by the Architectural Control Committee.
- d. Lot size, (e.) width, and (f.) depth shall be as indicated in the following table.

| Residential District   |                       |                    |                                          |                |                   |                 |
|------------------------|-----------------------|--------------------|------------------------------------------|----------------|-------------------|-----------------|
| Lot and Area Standards |                       |                    |                                          |                |                   |                 |
| District               | Building Type         | Min. Lot Area (SF) | Min. Land Area/<br>Dwelling Unit<br>(SF) | Min. Lot Width | Max. Lot Coverage |                 |
|                        |                       |                    |                                          |                | Interior          | Exterior/Corner |
| Residential District   | Single Family         | 4,000              | N/A                                      | 30'            | 60%               | 65%             |
|                        | Two-Family            | 5,000              | N/A                                      | 40'            | 70%               | 75%             |
|                        | Townhouse-Unit        | 1,500              | N/A                                      | 15'            | N/A               | N/A             |
|                        | All others not listed | 6,000              | N/A                                      | 40'            | 60%               | 65%             |

- g. Landscaping: Landscaping shall be consistent with Article 1400 of the Bentonville Municipal Code.
- h. Parking: Each unit shall be required to provide two off street parking spaces.
- i. Street Widths: Street widths are requested per the included site drawings. All streets shall be public, except for the drive adjacent to the proposed clubhouse, with parking on both sides. That shall be private. Street sections vary in width and right of way but shall meet the minimum street sections for pavement depth, cross-slope, and base and subgrade requirements.

- **Planning Area 3 (Open Green Space)**

- a. Density shall not be regulated for this planning area, except by the minimum lot sizes as indicated in the below tables.
- b. Building setbacks shall be 30' for front, side, and rear setbacks.
- c. Building heights, where allowed, shall not exceed 40'.
- d. Lot Size: There shall be no minimum lot size.
- e. Lot Width: There shall be no minimum lot width.
- f. Lot Depth: There shall be no minimum lot depth.
- g. Landscaping: Landscaping shall be consistent with Article 1400 of the Bentonville Municipal Code.
- h. Parking: Parking shall be associated with the proposed use and will conform to Section 501 of the Bentonville Municipal Code.
- i. Street Widths: Street widths are requested per the included site drawings. All streets shall be public, except for the drive adjacent to the proposed clubhouse, with parking on both sides. That shall be private. Street sections vary in width and right of way but shall meet the minimum street sections for pavement depth, cross-slope, and base and subgrade requirements.
- j. Garages shall not be allowed within this planning area.



#### **401.10(f)(1) PUD Open Space Requirements**

a. *Minimum area devoted to Open Space:*

- o Required Open Space by Code: A minimum of 20% of the total project area, exclusive of public right-of-way and parking lots, shall be devoted to common open space.
  - Total Project Area (TPA): 95.22 acres
  - Public right-of-way (RW): 21.29 acres
  - Commercial Lot Area: 12.51 Acres
  - Total Parking Area (50% of Commercial Assumed): 6.25 Acres
  - Remainder: 67.68 Acres (TPA – RW – Parking)
- o Required Open Space: +/- 13.54 Acres (20%)
- o Provided Open Space: +/- 14.10 Acres (20.83%) \*This does not include the anticipated buffer strip between the residential and commercial properties, which will not be known until designed.

b. *Equitable Distribution:*

- o The proposed open space is equitably distributed throughout the entirety of the project. In the first two phases there is a dog park and open space area. In the middle of the site, the large open space is provided with walking trails and retention ponds. In the final two phases there is a linear park and pocket parks.

c. *Preservation:*

- o All area located within Planning Area 3 will be preserved in accordance with the aforementioned uses and restrictions. A property owners associations and restrictive covenants will be utilized to restrict and manage this area, inclusive of all landscaping and maintenance.

d. *Accessible:*

- o All open space within the proposed PUD shall be connected with a pedestrian network so that all residential and commercial units can fully access each area. These pathways shall be ADA compliant with ramps and warning devices as regulated per federal standards.

e. *Common Open Space Options:*

- o There are multiple open green space areas on-site. This includes a linear park, dog park, pocket park, and the large central area. All of these will be vegetated with interconnectivity to the entire site. The large central area will include walking retention areas with walking trails and benches. Other open space options might be included and are not limited to grilling areas, public pools, tennis courts, basketball courts, soccer fields or any of the uses which were previously defined under Planning Area 3.

#### *(f)(2) Parking Requirements*

Parking shall be in compliance with Article 501 Off-Street Parking and Loading.

Additionally there is on-street parking for guests, parking areas near the clubhouse, and on-street parking near the open green space areas for guest and adjacent developments to utilize.

*(f)(3) Perimeter Requirements*

Setbacks, both internal and on the perimeter of the site shall be in accordance with 401.10(e)(1)

*(f)(3) Structural Design Standards*

The PUD shall meet the design standards for large scale developments in the subdivision code and the following structural design standards.

- a. Residential buildings will have their main entrances oriented toward the adjoining street. There will be no residences that are perpendicular or angled.
- b. All structures shall have a common architectural theme. All structures shall follow the example architecture included with this booklet. All homes will be reviewed for compliance by the owners.
- c. Avoid unbroken building facades of more than 100 feet.
- d. Provide human scale features, especially at street level.
- e. Avoid unarticulated and monotonous building facades and window placement.
- f. Provide a variety of building heights and varied roofline articulation.
- g. Aluminum, vinyl or fiberglass siding or roofing materials on the facades or sides of the building shall not be visible from a public right-of-way.

**401.10(f)(2) PUD district prohibited modifications**

Compliance with the development standards referenced in this code section will be demonstrated by way of the Large Scale Development submission.

**401.10(g)(1) PUD districts common open space requirement**

This proposal exceeds the minimum open space requirements for a PUD district.

**401.10(g)(2) PUD district parking and off-street requirement**

Compliance with the development standards referenced in this code section will be demonstrated by way of the Large Scale Development Surfaces.

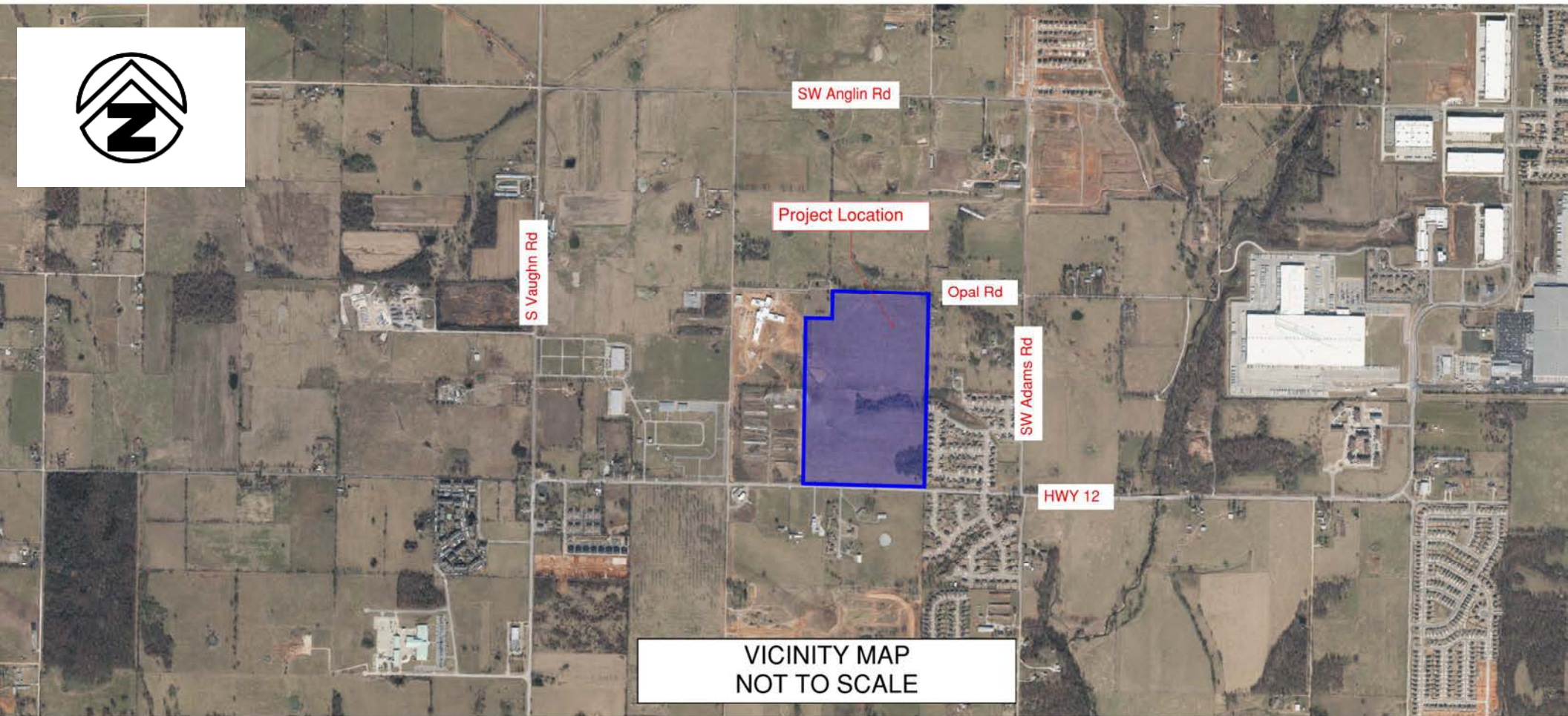
**401.10(g)(3) PUD district perimeter requirement**

The master site plan is designed to ensure maximum compatibility with the surrounding land uses.

**401.10(g)(4) PUD district structural design standard**

Refer to Section 2D for documentation showing compliance with the structural design standards, such as elevations. Single-Family Lot's building materials will consist of brick, stone, lap siding, board and batten siding.

## 2A MASTER SITE PLAN



Buffington Homes  
o:479.251.1106  
w:buffingtonhomesar.com

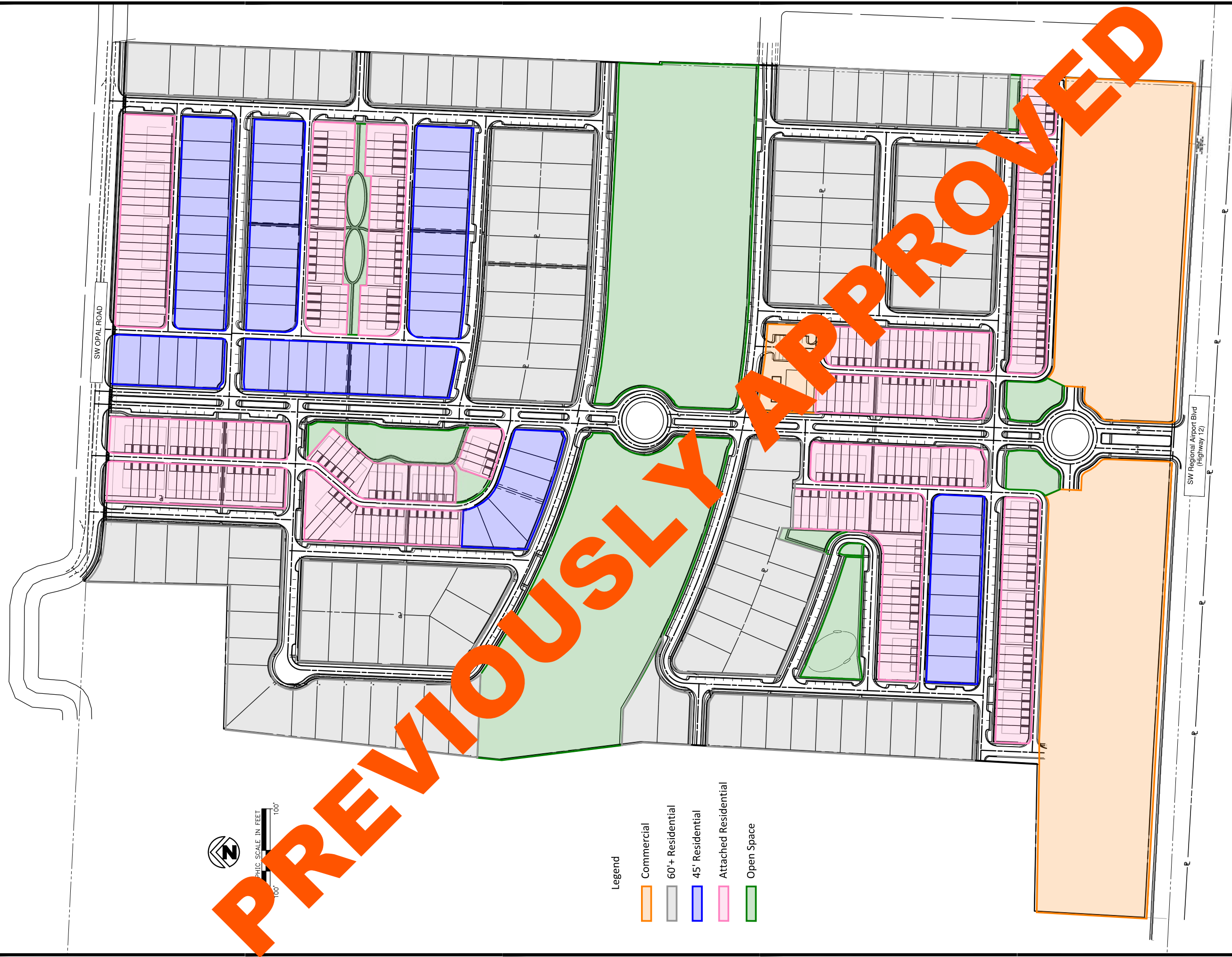
**PUD22-0003**



**Crafton Tull**  
architecture | engineering | surveying

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www.craftontull.com  
Page 240 of 284

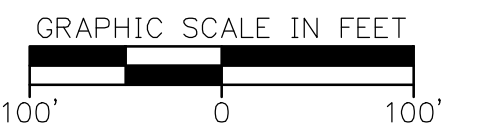




**Unit Mix Map**  
**Opal Park**  
**Bentonville, AR**

300 N College Ave., Suite 317  
Fayetteville, Arkansas 72701  
**Crafton Tull**  
architecture | engineering | surveying  
479.636.4838 t  
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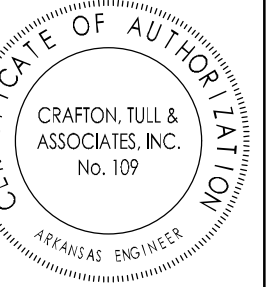
## PLANNING MAP

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STATE OF  
ARKANSAS  
\*\*\*  
LICENSED  
PROFESSIONAL  
ENGINEER  
\*\*\*  
No. 19950  
CONNOR THREET

Page 242 of 284





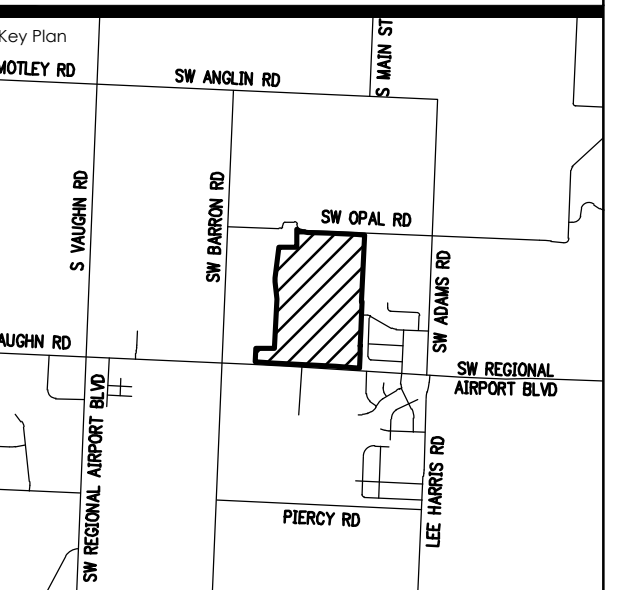
GRAPHIC SCALE IN FEET

A horizontal scale bar with alternating black and white segments. It is marked with '0' at the left end, '50' in the middle, and '100' at the right end.

OPAL PARK PH I  
BENTONVILLE, AR

## UNIT MIX MAP

PUD22-0003

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PROJECT NO: 21300200

ISSUE DATE: 08/22/24  
CONTACT: C. THREET

QC by: M. LOVE  
QC Date: 06/27/23

ISSUED FOR

## CONSTRUCTION

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PP23-0003

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EMAIL: MARY.MCGETRICK@BUFFINGTONHOMESAR.COM  
PHONE: 479-251-1106

LEGEND

60'+ LOTS 

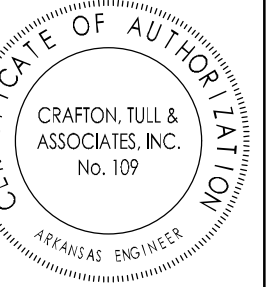
44'+ LOTS

ATTACHED RESIDENTIAL

COMMERCIAL

## OPEN GREEN SPACE





GRAPHIC SCALE IN FEET

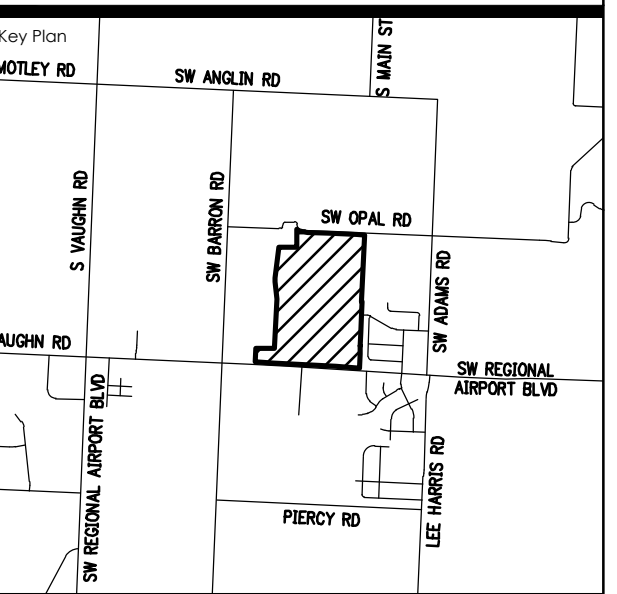


0 50 100 150

OPAL PARK PH I  
BENTONVILLE, AR

## PHASING MAP

PUD22-0003

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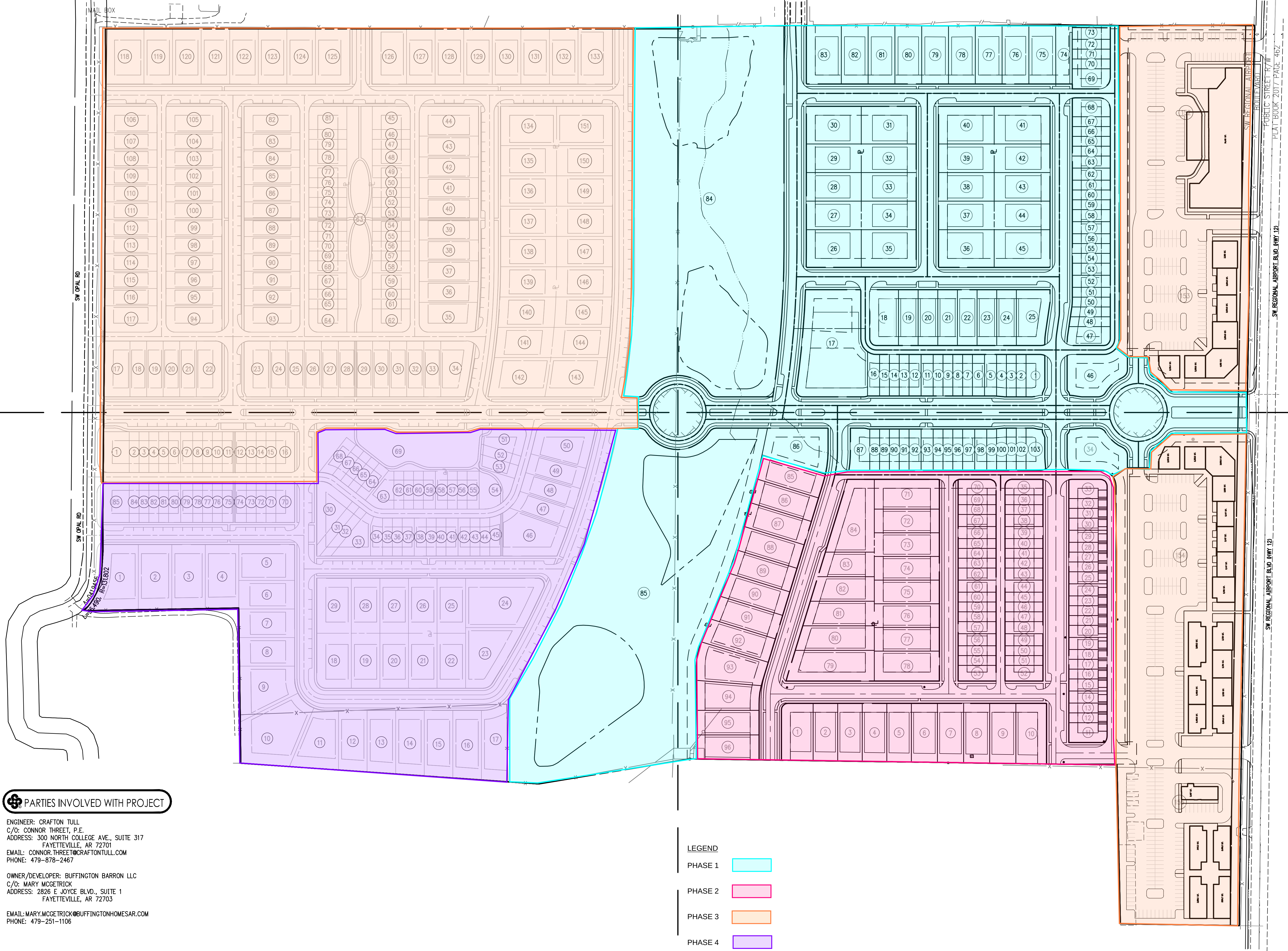
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LEGEND

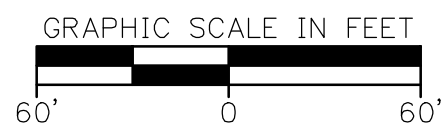
PHASE 1

PHASE 2

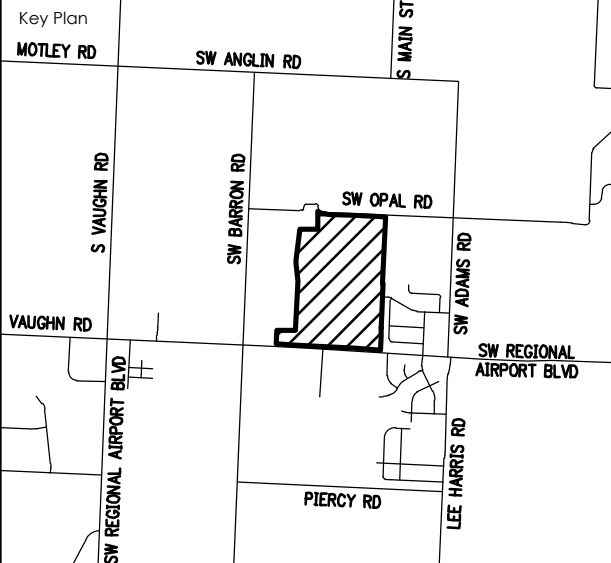
PHASE 3

PHASE 4





PUD22-0003

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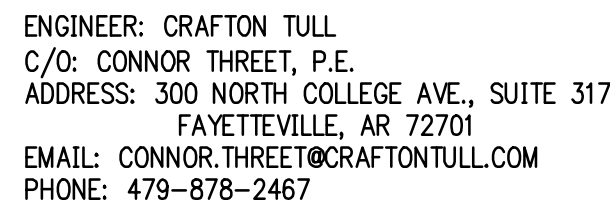
SITE PLAN A

SITE PLAN A

C-101

STATE OF  
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PHONE: 479-251-1106

POB —  
NE CORNER  
LOT 2 OF  
OPAL SUBDIVISION  
PLAT BOOK 2017 PAGE 462

S2° 19' 45"W 1287.36'

S87° 07' 43"E 4.72'-

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

C-104 MATCH LINE

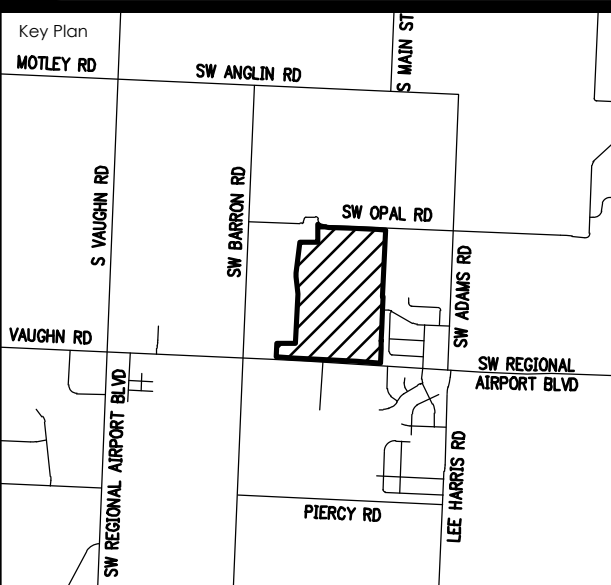
C-103 MATCHLINE

C-101

MATCH LINE

OPAL PARK PH I  
BENTONVILLE, AR

PUD22-0003

[illegible]

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PROJECT NO: 21300200

CONTACT: C. THRETT  
OS: M. LOVE

ISSUED FOR  
CONSTRUCTION

PP23-0003

### SITE PLAN B

C-102

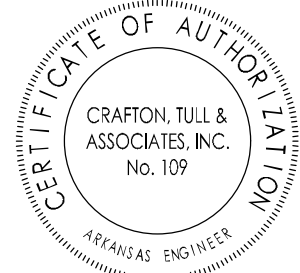
300 N College Ave., Suite 317  
Fayetteville, Arkansas 72701



479.636.4838  
www.craftontull.com

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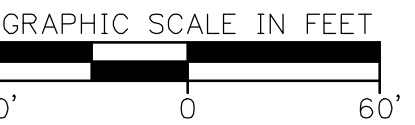


GRAPHIC SCALE IN FEET

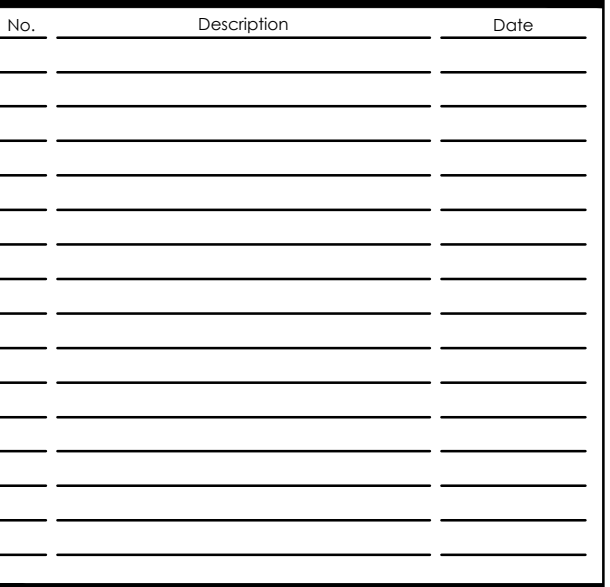








## PUD22-0003

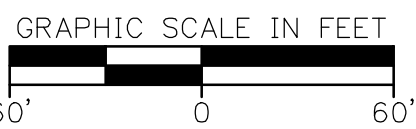


PROJECT NO: 21300200  
ISSUE DATE: 08/22/24  
CONTACT: C. THREET  
QC by: M. LOVE  
QC Date: 06/27/23

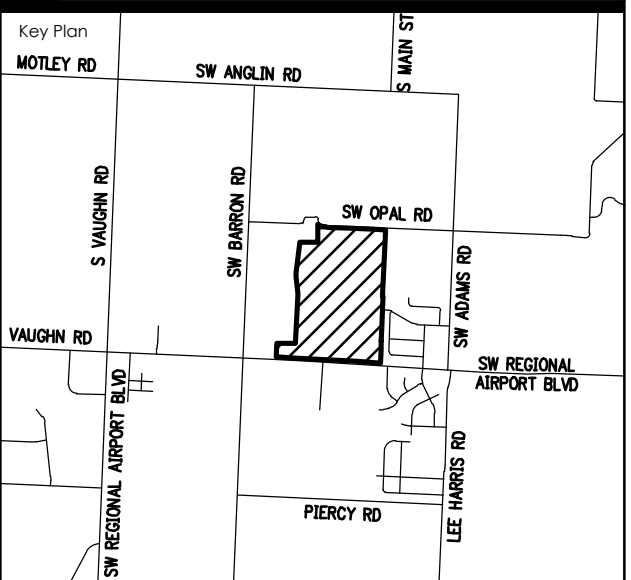
P23-0003  
SITE PLAN D

STATE OF  
ARKANSAS  
\*\*\*  
LICENSED  
PROFESSIONAL  
ENGINEER  
\*\*\*  
No. 19950  
CONNOR THREET





OPAL PARK PH I  
BENTONVILLE, AR  
PUD22-0003

[illegible]

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PROJECT NO: 21300200

CONTACT: C. THREET  
QC by: M. LOVE

ISSUED FOR

## CONSTRUCTION

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UTILITY PLAN A

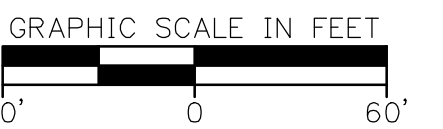
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C-10

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STATE OF  
ARKANSAS  
\*\*\*  
LICENSED  
PROFESSIONAL  
ENGINEER  
\*\*\*  
No. 19950  
CONNOR THREET



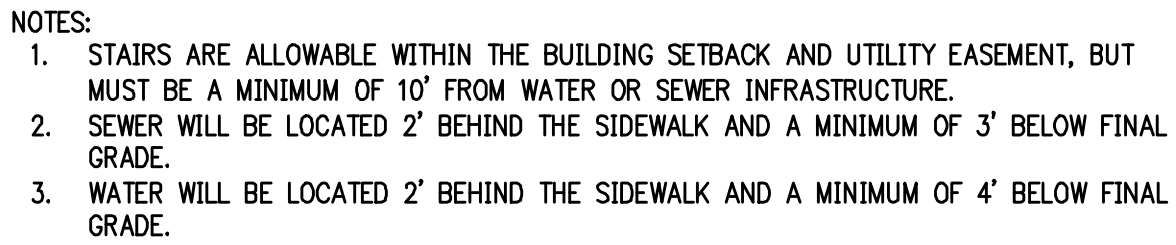
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STATE OF  
ARKANSAS  
\*\*\*  
LICENSED  
PROFESSIONAL  
ENGINEER  
\*\*\*  
No. 19950  
CONNOR THREET

C-106



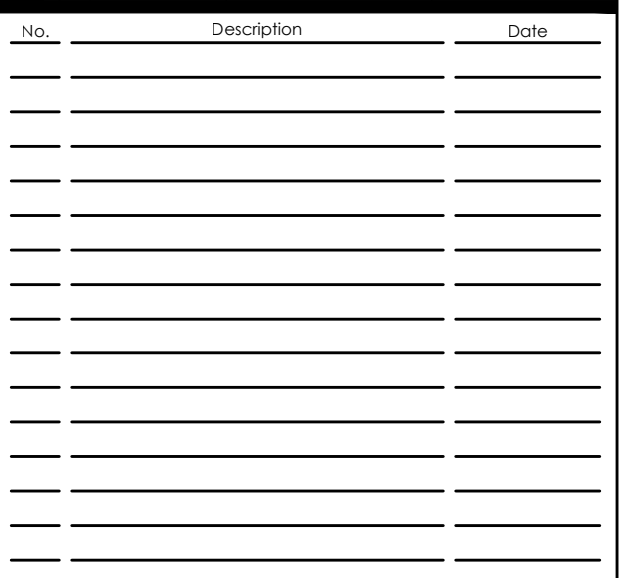
CRAFTON, TULL &  
ASSOCIATES, INC.  
No. 109  
ARKANSAS ENGINEER



NTS

NTS

PHYSICAL ALLEYS  
NTS (HONEY OPAL ALLEY & MOONSTONE ALLEY)



PROJECT NO: 21300200  
ISSUE DATE: 08/22/24  
CONTACT: C. THREET  
QC by: M. LOVE

STATE OF  
ARKANSAS  
\*\*\*  
LICENSED  
PROFESSIONAL  
ENGINEER  
\*\*\*  
No. 19950

08/27/2024

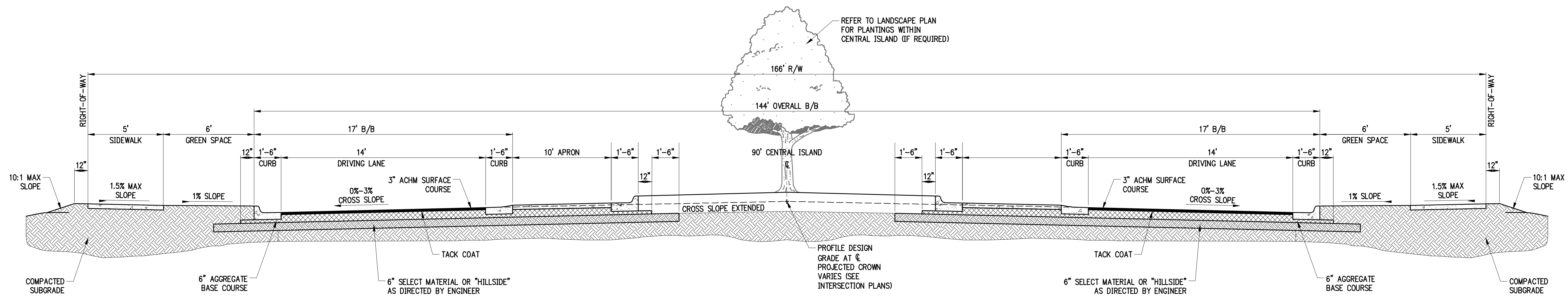
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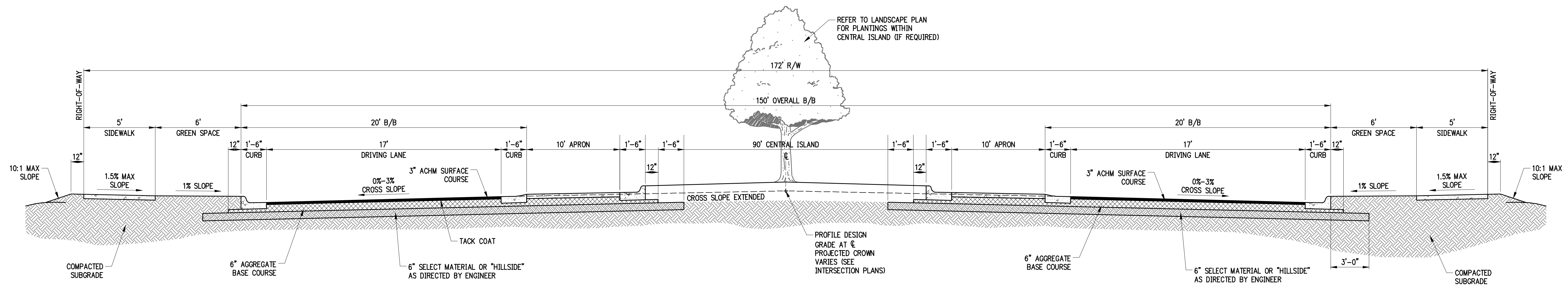




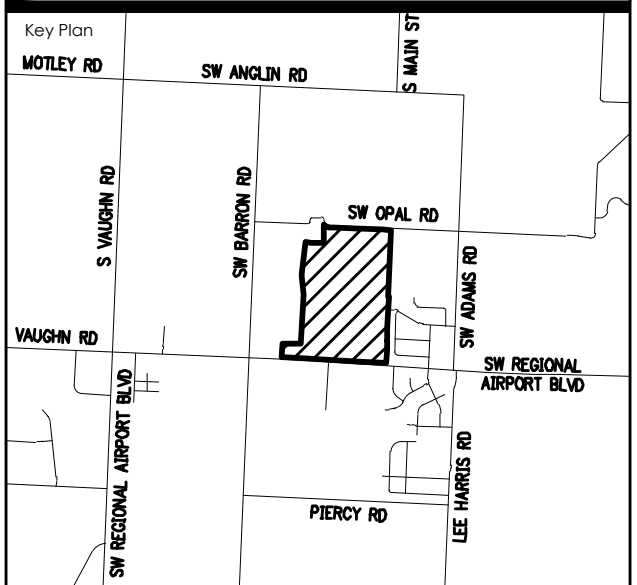
## BENTONVILLE, AR



TYPICAL SECTION – NORTH ROUNDABOUT  
NTS



**TYPICAL SECTION – SOUTH ROUNDABOUT**  
NTS

[illegible]

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ISSUE DATE: 08/22/24  
CONTACT: C. THREET  
QC by: M. LOVE  
QC Date: 06/27/23

ISSUED FOR  
CONSTRUCTION

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PP23-0003

08/27/2024  
TYPICAL STREET SECTIONS R-1

C-503

R-1

# 2D ARCHITECTURAL ELEVATION RENDERINGS



# Material Breakdown per Building

Townhomes:

Brick – 75%

Hardy Board – 25%

45's:

Brick – Approximately 10-25% , predominately on the facade

Hardy Board – Approximately 75-90%, predominately on the sides/rear

60'+:

Brick Only

Commercial:

Per Large Scale Building Requirements







# Optional Wood Front Door Options



Speakeasy

\$675



8-lite  
Clear Bevel  
Glass

\$650



6 Lite  
Water Glass

\$450



Contempo  
Artic White Glass

\$475

# Included Window Color Options

Terra Beige



Pairs well with warm toned or red brick and provides contrast.

White



Pairs well with light grey or pure white brick. Provides the most amount of contrast and therefore is the most noticeable from the street.

Adobe



Pairs well with any brick. Provides the least amount of contrast and therefore is the least noticeable from the street.



| GRAMERCY              |       |       |       |       |
|-----------------------|-------|-------|-------|-------|
| ELEVATION             | A     | B     | C     | D     |
| SQFT                  | 2266+ | 2241+ | 2241+ | 2266+ |
| BuffingtonHomesAR.com |       |       |       |       |





| ASPEN                 |       |       |       |       |
|-----------------------|-------|-------|-------|-------|
| ELEVATION             | A     | B     | C     | D     |
| SQFT                  | 1758+ | 1766+ | 1758+ | 1767+ |
| BuffingtonHomesAR.com |       |       |       |       |





| PRESTON               |       |       |       |       |
|-----------------------|-------|-------|-------|-------|
| ELEVATION             | A     | B     | C     | D     |
| SQFT                  | 2138+ | 2147+ | 2153+ | 2146+ |
| BuffingtonHomesAR.com |       |       |       |       |





| DOGWOOD               |       |       |       |       |
|-----------------------|-------|-------|-------|-------|
| ELEVATION             | A     | B     | C     | D     |
| SQFT                  | 1882+ | 1882+ | 1882+ | 1882+ |
| BuffingtonHomesAR.com |       |       |       |       |





| MAPLE                 |       |       |       |       |
|-----------------------|-------|-------|-------|-------|
| ELEVATION             | A     | B     | C     | D     |
| SQFT                  | 1905+ | 1905+ | 1905+ | 1905+ |
| BuffingtonHomesAR.com |       |       |       |       |

# 4-Unit 3-Story Bldg

Modern Farmhouse A



# 6-Unit 3-Story Bldg

Modern Farmhouse A



# 4-Unit 3-Story Bldg

Modern Farmhouse B



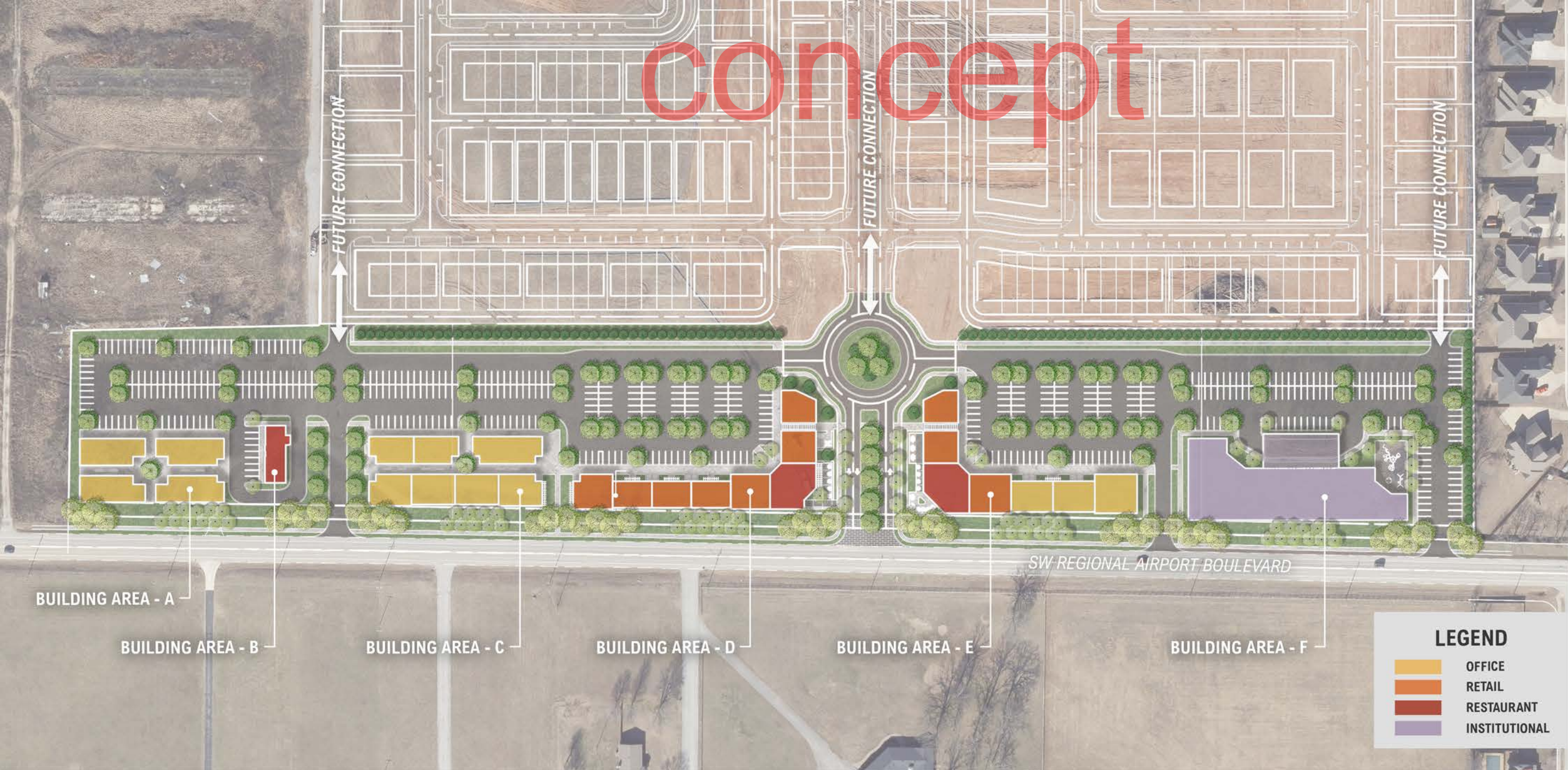
# 6-Unit 3-Story Bldg

Modern Farmhouse B





concept



OPAL PARK - COMMERCIAL

SW REGIONAL AIRPORT BLVD  
BENTONVILLE, ARKANSAS 72713

MASTERPLAN

09/18/2024

LEGEND

- OFFICE
- RETAIL
- RESTAURANT
- INSTITUTIONAL

BUILDING UNIT SUMMARY

|                                                               |                      |           |  |
|---------------------------------------------------------------|----------------------|-----------|--|
| <strong>BUILDING AREA A:</strong>                             |                      |           |  |
| OFFICE SPACE:                                                 | 1 UNIT @ 3,586 SF =  | 3,586 SF  |  |
|                                                               | 1 UNIT @ 3,334 SF =  | 3,334 SF  |  |
|                                                               | 1 UNIT @ 3,412 SF =  | 3,412 SF  |  |
|                                                               | 1 UNIT @ 3,412 SF =  | 3,409 SF  |  |
| <strong>BUILDING AREA B:</strong>                             |                      |           |  |
| RESTAURANT SPACE:                                             | 1 UNIT @ 2,497 SF =  | 2,497 SF  |  |
| <strong>BUILDING AREA C:</strong>                             |                      |           |  |
| OFFICE SPACE:                                                 | 2 UNITS @ 2,403 SF = | 4,806 SF  |  |
|                                                               | 1 UNIT @ 2,665 SF =  | 2,665 SF  |  |
|                                                               | 2 UNITS @ 2,703 SF = | 5,406 SF  |  |
|                                                               | 1 UNIT @ 2,730 SF =  | 2,730 SF  |  |
|                                                               | 1 UNIT @ 3,688 SF =  | 3,688 SF  |  |
| <strong>BUILDING AREA D:</strong>                             |                      |           |  |
| RESTAURANT SPACE:                                             | 1 UNIT @ 3,634 SF =  | 3,634 SF  |  |
| RETAIL SPACE:                                                 | 1 UNIT @ 2,733 SF =  | 2,733 SF  |  |
|                                                               | 3 UNITS @ 2,147 SF = | 6,441 SF  |  |
|                                                               | 1 UNIT @ 2,334 SF =  | 2,334 SF  |  |
|                                                               | 1 UNIT @ 2,825 SF =  | 2,825 SF  |  |
|                                                               | 1 UNIT @ 2,138 SF =  | 2,138 SF  |  |
| <strong>BUILDING AREA E:</strong>                             |                      |           |  |
| RESTAURANT SPACE:                                             | 1 UNIT @ 4,022 SF =  | 4,022 SF  |  |
| RETAIL SPACE:                                                 | 1 UNIT @ 2,133 SF =  | 2,133 SF  |  |
|                                                               | 1 UNIT @ 2,334 SF =  | 2,334 SF  |  |
|                                                               | 1 UNIT @ 3,355 SF =  | 3,355 SF  |  |
| OFFICE SPACE:                                                 | 2 UNITS @ 2,635 SF = | 5,270 SF  |  |
|                                                               | 1 UNIT @ 3,392 SF =  | 3,392 SF  |  |
| <strong>BUILDING AREA F:</strong>                             |                      |           |  |
| INSTITUTIONAL SPACE:                                          | 1 UNIT @ 24,401 SF = | 24,401 SF |  |
| <strong>TOTAL UNIT AREAS:</strong>                            |                      |           |  |
| RETAIL SPACE:                                                 | 10 UNITS @ 24,293 SF |           |  |
| OFFICE SPACE:                                                 | 14 UNITS @ 41,698 SF |           |  |
| RESTAURANT SPACE:                                             | 3 UNITS @ 10,153 SF  |           |  |
| INSTITUTIONAL SPACE:                                          | 1 UNIT @ 24,401 SF   |           |  |
| <strong>TOTAL COMMERCIAL AREA:</strong> 28 UNITS @ 100,545 SF |                      |           |  |

LANDSCAPE REQUIREMENTS

|                                        |                                                     |
|----------------------------------------|-----------------------------------------------------|
| <strong>PERIMETER SCREENING:</strong>  |                                                     |
| REQUIRED:                              | 20' OPAQUE TREE SCREEN WHEN ADJACENT TO RESIDENTIAL |
| PROVIDED:                              | YES, ON NORTH & EAST SIDES                          |
| <strong>INTERIOR PARKING LOT:</strong> |                                                     |
| REQUIRED:                              | 15% GREENSPACE FOR LOTS ≥ 150,000 SF                |
|                                        | 252,789 SF OF PARKING X 15% = 37,918 SF             |
| PROVIDED:                              | 25,962 SF / 252,789 SF = 10.3% GREENSPACE           |
| <strong>STREET TREES:</strong>         |                                                     |
| REQUIRED:                              | 1 TREE PER 20 LF OF FRONTAGE                        |
|                                        | 1,866 LF / 20 LF = 94 TREES                         |
| PROVIDED:                              | 94 TREES                                            |

PARKING REQUIREMENTS

|                                   |                                    |
|-----------------------------------|------------------------------------|
| TOTAL REQUIRED: 345 STALLS        |                                    |
| TOTAL PROVIDED: 511 STALLS        |                                    |
| <strong>SITE INFORMATION</strong> |                                    |
| SIZE:                             | +/- 577,225 SF (+/-13.25 ACRES)    |
| PROPOSED USE:                     | COMMERCIAL                         |
| ZONING:                           | PUD (PLANNING AREA 1 - COMMERCIAL) |
| EXISTING USE:                     | VACANT                             |
| PROPOSED USE:                     | COMMERCIAL                         |



SCALE: 1" = 150'-0"

PRISM  
DESIGN STUDIO

Crafton Tull



concept



**LEGEND**

- OFFICE
- RETAIL
- RESTAURANT
- INSTITUTIONAL

**BUILDING UNIT SUMMARY**

|                                                     |                      |           |  |
|-----------------------------------------------------|----------------------|-----------|--|
| <b>BUILDING AREA A:</b>                             |                      |           |  |
| OFFICE SPACE:                                       | 1 UNIT @ 3,586 SF =  | 3,586 SF  |  |
|                                                     | 1 UNIT @ 3,334 SF =  | 3,334 SF  |  |
|                                                     | 1 UNIT @ 3,412 SF =  | 3,412 SF  |  |
|                                                     | 1 UNIT @ 3,412 SF =  | 3,409 SF  |  |
| <b>BUILDING AREA B:</b>                             |                      |           |  |
| RESTAURANT SPACE:                                   | 1 UNIT @ 2,497 SF =  | 2,497 SF  |  |
| <b>BUILDING AREA C:</b>                             |                      |           |  |
| OFFICE SPACE:                                       | 2 UNITS @ 2,403 SF = | 4,806 SF  |  |
|                                                     | 1 UNIT @ 2,665 SF =  | 2,665 SF  |  |
|                                                     | 2 UNITS @ 2,703 SF = | 5,406 SF  |  |
|                                                     | 1 UNIT @ 2,730 SF =  | 2,730 SF  |  |
|                                                     | 1 UNIT @ 3,688 SF =  | 3,688 SF  |  |
| <b>BUILDING AREA D:</b>                             |                      |           |  |
| RESTAURANT SPACE:                                   | 1 UNIT @ 3,634 SF =  | 3,634 SF  |  |
| RETAIL SPACE:                                       | 1 UNIT @ 2,733 SF =  | 2,733 SF  |  |
|                                                     | 3 UNITS @ 2,147 SF = | 6,441 SF  |  |
|                                                     | 1 UNIT @ 2,334 SF =  | 2,334 SF  |  |
|                                                     | 1 UNIT @ 2,825 SF =  | 2,825 SF  |  |
|                                                     | 1 UNIT @ 2,138 SF =  | 2,138 SF  |  |
| <b>BUILDING AREA E:</b>                             |                      |           |  |
| RESTAURANT SPACE:                                   | 1 UNIT @ 4,022 SF =  | 4,022 SF  |  |
| RETAIL SPACE:                                       | 1 UNIT @ 2,133 SF =  | 2,133 SF  |  |
|                                                     | 1 UNIT @ 2,334 SF =  | 2,334 SF  |  |
|                                                     | 1 UNIT @ 3,355 SF =  | 3,355 SF  |  |
| OFFICE SPACE:                                       | 2 UNITS @ 2,635 SF = | 5,270 SF  |  |
|                                                     | 1 UNIT @ 3,392 SF =  | 3,392 SF  |  |
| <b>BUILDING AREA F:</b>                             |                      |           |  |
| INSTITUTIONAL SPACE:                                | 1 UNIT @ 24,401 SF = | 24,401 SF |  |
| <b>TOTAL UNIT AREAS:</b>                            |                      |           |  |
| RETAIL SPACE:                                       | 10 UNITS @ 24,293 SF |           |  |
| OFFICE SPACE:                                       | 14 UNITS @ 41,698 SF |           |  |
| RESTAURANT SPACE:                                   | 3 UNITS @ 10,153 SF  |           |  |
| INSTITUTIONAL SPACE:                                | 1 UNIT @ 24,401 SF   |           |  |
| <b>TOTAL COMMERCIAL AREA:</b> 28 UNITS @ 100,545 SF |                      |           |  |

**LANDSCAPE REQUIREMENTS**

**PERIMETER SCREENING:**  
REQUIRED: 20' OPAQUE TREE SCREEN WHEN ADJACENT TO RESIDENTIAL  
PROVIDED: YES, ON NORTH & EAST SIDES  
  
REQUIRED: 7' PERIMETER BUFFER  
PROVIDED: YES  
  
**INTERIOR PARKING LOT:**  
REQUIRED: 15% GREENSPACE FOR LOTS ≥ 150,000 SF  
252,789 SF OF PARKING X 15% = 37,918 SF  
PROVIDED: 25,962 SF / 252,789 SF = 10.3% GREENSPACE  
  
**STREET TREES:**  
REQUIRED: 1 TREE PER 20 LF OF FRONTAGE  
1,866 LF / 20 LF = 94 TREES  
PROVIDED: 94 TREES

**PARKING REQUIREMENTS**

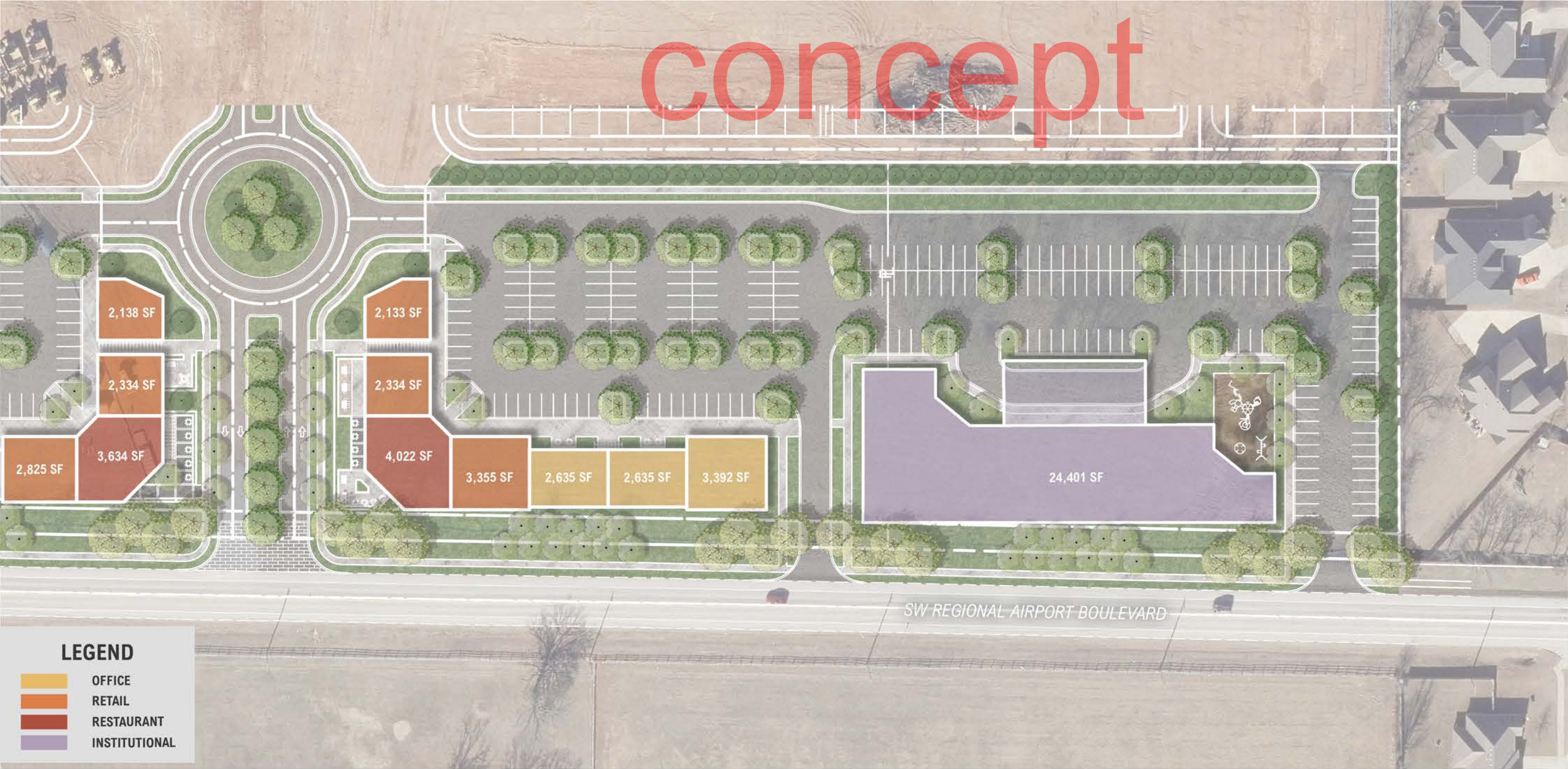
TOTAL REQUIRED: 345 STALLS  
TOTAL PROVIDED: 511 STALLS  
  
**SITE INFORMATION**  
  
SIZE: +/- 577,225 SF (+/-13.25 ACRES)  
  
PROPOSED USE: COMMERCIAL  
  
ZONING: PUD (PLANNING AREA 1 - COMMERCIAL)  
  
EXISTING USE: VACANT  
PROPOSED USE: COMMERCIAL

**OPAL PARK - COMMERCIAL - WEST**

SW REGIONAL AIRPORT BLVD  
BENTONVILLE, ARKANSAS 72713



concept



LEGEND

- OFFICE
- RETAIL
- RESTAURANT
- INSTITUTIONAL

BUILDING UNIT SUMMARY

|                               |                       |           |  |
|-------------------------------|-----------------------|-----------|--|
| <b>BUILDING AREA A:</b>       |                       |           |  |
| OFFICE SPACE:                 | 1 UNIT @ 3,586 SF =   | 3,586 SF  |  |
|                               | 1 UNIT @ 3,334 SF =   | 3,334 SF  |  |
|                               | 1 UNIT @ 3,412 SF =   | 3,412 SF  |  |
|                               | 1 UNIT @ 3,412 SF =   | 3,409 SF  |  |
| <b>BUILDING AREA B:</b>       |                       |           |  |
| RESTAURANT SPACE:             | 1 UNIT @ 2,497 SF =   | 2,497 SF  |  |
| <b>BUILDING AREA C:</b>       |                       |           |  |
| OFFICE SPACE:                 | 2 UNITS @ 2,403 SF =  | 4,806 SF  |  |
|                               | 1 UNIT @ 2,665 SF =   | 2,665 SF  |  |
|                               | 2 UNITS @ 2,703 SF =  | 5,406 SF  |  |
|                               | 1 UNIT @ 2,730 SF =   | 2,730 SF  |  |
|                               | 1 UNIT @ 3,688 SF =   | 3,688 SF  |  |
| <b>BUILDING AREA D:</b>       |                       |           |  |
| RESTAURANT SPACE:             | 1 UNIT @ 3,634 SF =   | 3,634 SF  |  |
| RETAIL SPACE:                 | 1 UNIT @ 2,733 SF =   | 2,733 SF  |  |
|                               | 3 UNITS @ 2,147 SF =  | 6,441 SF  |  |
|                               | 1 UNIT @ 2,334 SF =   | 2,334 SF  |  |
|                               | 1 UNIT @ 2,825 SF =   | 2,825 SF  |  |
|                               | 1 UNIT @ 2,138 SF =   | 2,138 SF  |  |
| <b>BUILDING AREA E:</b>       |                       |           |  |
| RESTAURANT SPACE:             | 1 UNIT @ 4,022 SF =   | 4,022 SF  |  |
| RETAIL SPACE:                 | 1 UNIT @ 2,133 SF =   | 2,133 SF  |  |
|                               | 1 UNIT @ 2,334 SF =   | 2,334 SF  |  |
|                               | 1 UNIT @ 3,355 SF =   | 3,355 SF  |  |
| OFFICE SPACE:                 | 2 UNITS @ 2,635 SF =  | 5,270 SF  |  |
|                               | 1 UNIT @ 3,392 SF =   | 3,392 SF  |  |
| <b>BUILDING AREA F:</b>       |                       |           |  |
| INSTITUTIONAL SPACE:          | 1 UNIT @ 24,401 SF =  | 24,401 SF |  |
| <b>TOTAL UNIT AREAS:</b>      |                       |           |  |
| RETAIL SPACE:                 | 10 UNITS @ 24,293 SF  |           |  |
| OFFICE SPACE:                 | 14 UNITS @ 41,698 SF  |           |  |
| RESTAURANT SPACE:             | 3 UNITS @ 10,153 SF   |           |  |
| INSTITUTIONAL SPACE:          | 1 UNIT @ 24,401 SF    |           |  |
| <b>TOTAL COMMERCIAL AREA:</b> |                       |           |  |
|                               | 28 UNITS @ 100,545 SF |           |  |

LANDSCAPE REQUIREMENTS

|                              |                                                     |
|------------------------------|-----------------------------------------------------|
| <b>PERIMETER SCREENING:</b>  |                                                     |
| REQUIRED:                    | 20' OPAQUE TREE SCREEN WHEN ADJACENT TO RESIDENTIAL |
| PROVIDED:                    | YES, ON NORTH & EAST SIDES                          |
| <b>INTERIOR PARKING LOT:</b> |                                                     |
| REQUIRED:                    | 15% GREENSPACE FOR LOTS ≥ 150,000 SF                |
|                              | 252,789 SF OF PARKING X 15% = 37,918 SF             |
| PROVIDED:                    | 25,962 SF / 252,789 SF = 10.3% GREENSPACE           |
| <b>STREET TREES:</b>         |                                                     |
| REQUIRED:                    | 1 TREE PER 20 LF OF FRONTAGE                        |
|                              | 1,866 LF / 20 LF = 94 TREES                         |
| PROVIDED:                    | 94 TREES                                            |

PARKING REQUIREMENTS

|                            |                                    |
|----------------------------|------------------------------------|
| TOTAL REQUIRED: 345 STALLS |                                    |
| TOTAL PROVIDED: 511 STALLS |                                    |
| <b>SITE INFORMATION</b>    |                                    |
| SIZE:                      | +/- 577,225 SF (+/-13.25 ACRES)    |
| PROPOSED USE:              | COMMERCIAL                         |
| ZONING:                    | PUD (PLANNING AREA 1 - COMMERCIAL) |
| EXISTING USE:              | VACANT                             |
| PROPOSED USE:              | COMMERCIAL                         |

OPAL PARK - COMMERCIAL - EAST

SW REGIONAL AIRPORT BLVD  
BENTONVILLE, ARKANSAS 72713

MASTERPLAN

09/18/2024



SCALE: 1" = 80'-0"

PRISM  
DESIGN STUDIO

Crafton Tull



# concept





concept





**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING ORD 2023-054; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: PUD22-0003)**

**WHEREAS**, on March 7, 2023 City Council approved Ordinance 2023-054 creating PUD22-0003 for the Opal Park;

**WHEREAS**, Buffington Barron LLC has filed a petition to further amend PUD22-0003 with a PUD22-0003;

**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;

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 5, 2024 in the Council Chambers of the City of Bentonville;

**WHEREAS**, the amendments include modifications to Phases 1 and 2; and

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said PUD be amended as shown on the attached “Buffington Barron LLC, for Opal Park (Amendment).”

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

Section 1: That the above described PUD is hereby amended 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:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



## Rezoning - Canvas Church - R-1, Low-Density Single-Family Residential to C-1, Neighborhood Commercial

1106 Northwest 10th Street

**PC Date:** 10/15/2024

### Staff Report Details

|                                                  |                                            |
|--------------------------------------------------|--------------------------------------------|
| <b>Project Number</b>                            | RZ24-0039                                  |
| <b>Applicant / Current Owner</b>                 | Shannon Roberts / Canvas Church            |
| <b>Site Area</b>                                 | +/- 1.63 Acres                             |
| <b>Current Zoning</b>                            | R-1, Low-Density Single-Family Residential |
| <b>Requested Zoning</b>                          | C-2, General Commercial                    |
| <b>Current Future Land Use Map Designation</b>   | General Commercial                         |
| <b>Requested Future Land Use Map Designation</b> | N/A                                        |
| <b>Development Type / Use</b>                    | Commercial                                 |
| <b>Related projects</b>                          | N/A                                        |

### Property Description

The subject property is located at 1106 Northwest 10<sup>th</sup> Street. The property is presently zoned R-1, Low Density Single Family Residential, with a land use designation of General Commercial. The property has direct access to Northwest 10<sup>th</sup> Street. Surrounding zoning districts include R-1, Low Density Single Family Residential to the north, west, and south; C-1, Neighborhood Commercial to the west; C-2, General Commercial to the northwest; and R-2 Medium Density Two Family and Townhome Residential further to the southeast.

### Project Details

The applicant has amended their rezoning request from R-1, Low Density Single Family Residential to C-2, General Commercial, to request a C-1, Neighborhood Commercial zoning classification. The applicant states in their narrative they would like to rezone to conform to the Future Land Use Plan designation of General Commercial.

### Relationship to the General Plan / Projected Traffic Impact



### Relationship to the General Plan / Projected Traffic Impact

The property is presently designated as General Commercial and is surrounded by General Commercial to the north, south, east, and west. The adjacent blocks on the northwest and southeast are classified as Low-Density Residential (LDR).

C-1, Neighborhood commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas while maintaining a character in harmony with residential development.

This zoning request aligns with the Future Land Use Map, recommending C-1, Neighborhood Commercial or C-2, General Commercial zoning for General Commercial land use. This location is within Priority Area 2 of the Community Plan, Infill Development, supporting the development of vacant properties already served by infrastructure within the context of existing development. Infill development supports new commercial and industrial development, strengthening and diversifying the city's tax base and employment opportunities.

There is a possibility traffic may be affected from the zoning change depending on the use of the building.

### Public Comment

Has Staff received Public Comment at the time of this report? : **No**

### Analysis / Waivers

The subject property is surrounded by General Commercial lots with some Low-Density Residential lots to the northwest and southeast. Moreover, the land use and zoning requests support the goals of the Bentonville Community Plan, Priority Area 2 Infill Development

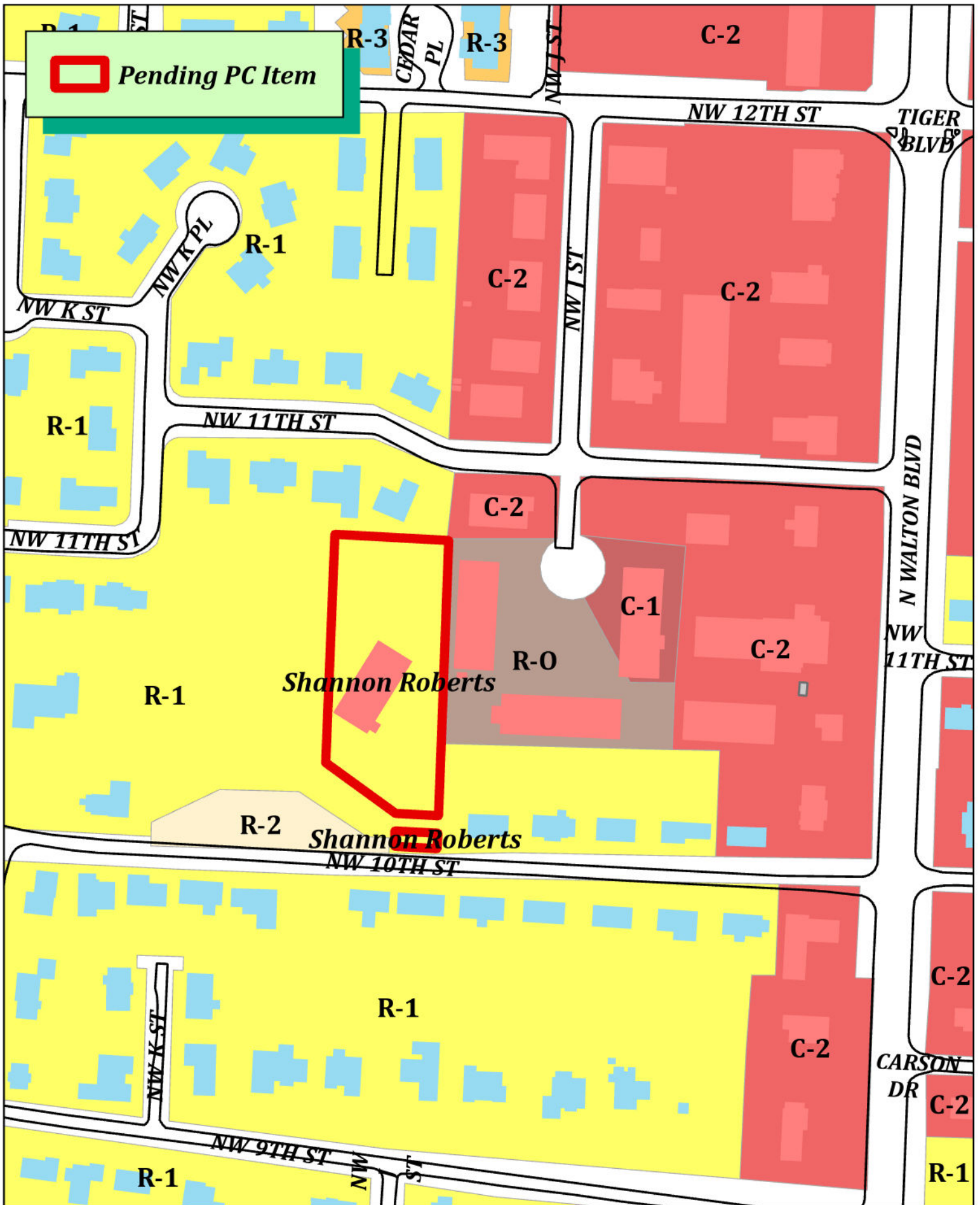
Similarly, this property lies within a couple of zoning districts. The property has R-1, Low Density Single Family Residential to the north, west, and south; C-1, Neighborhood Commercial to the west; C-2, General Commercial to the northwest; and R-2 Medium Density Two Family and Townhome Residential further to the southeast.

From a built environment lens, this area consists of a mix of commercial uses and residential uses. All public utilities exist and currently service this site.

### Conclusion

Given this property's location within commercial land use and a mix of commercial and residential zoning, as well as the Community Plan's call for Infill Development, staff recommends approval of this request.

### Additional Details



## **NARRATIVE**

1106 NW 10<sup>th</sup> St, Bentonville, AR

The applicant desires to rezone to C-2, General Commercial from R-1. The subject property is located adjacent to unattractive high wire telecommunications/cell tower station to the west, single family and short/long term rentals to the south and north and commercial office and retail buildings to the east. The property is located one block of major north south corridor of N. Walton Blvd, near an important retail services hub in north Bentonville with two major grocery stores, Harps and Walmart located within 3 blocks.

The existing building is a metal building with metal roof and siding exterior off 10<sup>th</sup> street. The proposed change in zoning conforms to the City of Bentonville's Future Land Use Plan, General Commercial, and has adequate and complimentary adjoining buffer zoning and uses. The existing zoning of R-1 is inappropriate and does not reflect the growing changes to this submarket. The proposed C-2 zoning would result in greater investment to the subject Property and continue to improve the surrounding neighborhood.

# NOTICE OF INTENT TO REZONE

Canvas Church has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1 to C-2

The legal description of the property is as follows:

The common description of the property is: 1106 NW 10th Street, Bentonville, AR 72712

The public hearing will be held October 15, 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:

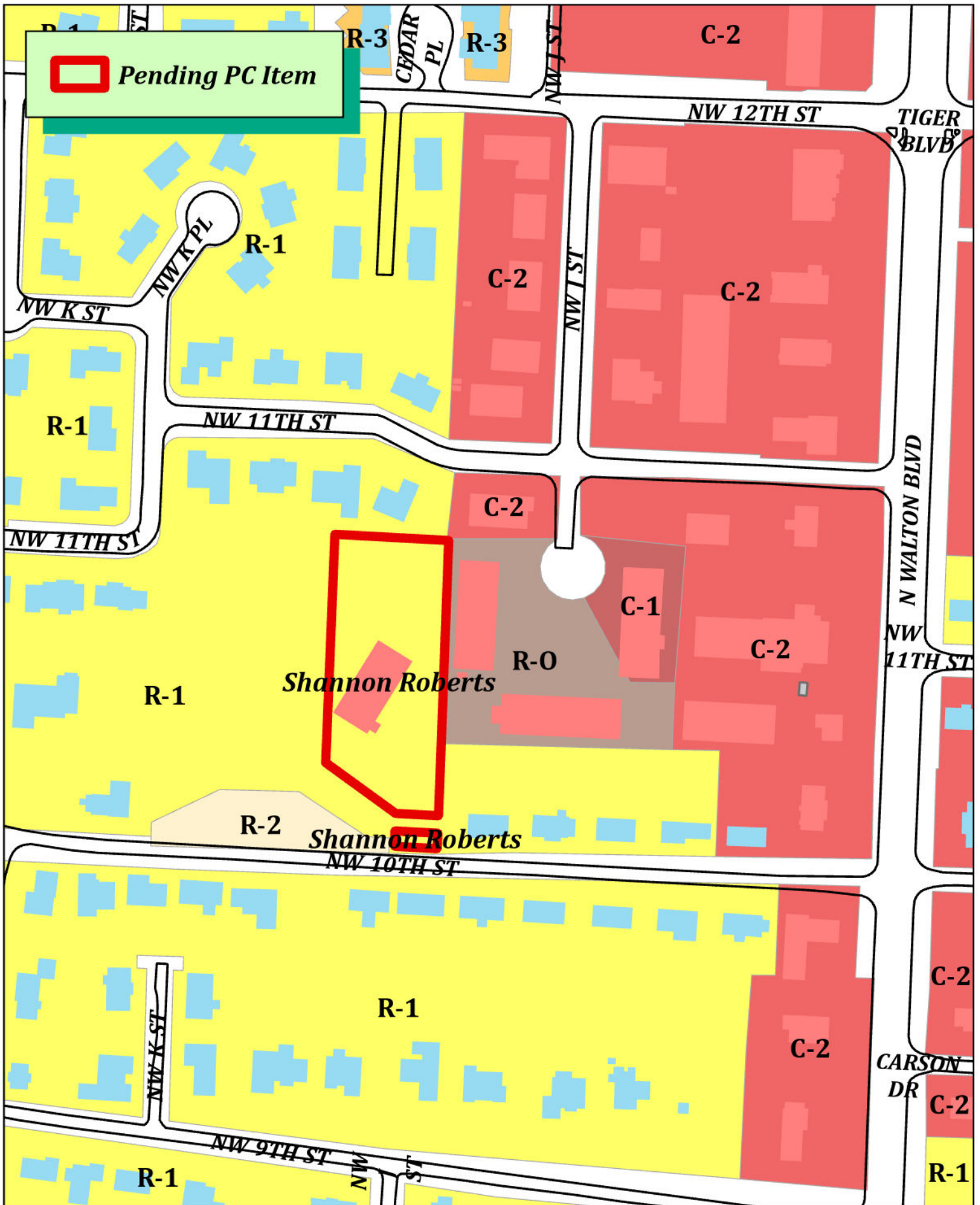
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\_\_\_\_\_  
Signature and Physical Address

\_\_\_\_\_  
Signature and Physical Address





## **NARRATIVE**

1106 NW 10<sup>th</sup> St, Bentonville, AR

The applicant desires to rezone to C-2, General Commercial from R-1. The subject property is located adjacent to unattractive high wire telecommunications/cell tower station to the west, single family and short/long term rentals to the south and north and commercial office and retail buildings to the east. The property is located one block of major north south corridor of N. Walton Blvd, near an important retail services hub in north Bentonville with two major grocery stores, Harps and Walmart located within 3 blocks.

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R-1

to

C-2

The legal description of the property is as follows:

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, BENTONVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING FROM THE SE CORNER OF SAID NE 1/4 OF THE NE 1/4;  
THENCE N 86°52'46" W 859.96 FEET TO A FOUND IRON PIN;  
THENCE N 02°19'57" E 190.19 FEET TO A FOUND IRON PIN;  
THENCE N 02°39'25" E 23.56 FEET TO A FOUND IRON PIN;  
THENCE N 02°04'35" E 26.72 FEET TO A FOUND IRON PIN, THE POINT OF BEGINNING;  
THENCE N 86°54'39" W 65.47 FEET TO A FOUND IRON PIN;  
THENCE N 54°01'27" W 131.56 FEET TO A FOUND IRON PIN;  
THENCE N 02°17'33" E 348.30 FEET TO A FOUND IRON PIN;  
THENCE S 86°53'08" E 173.76 FEET TO A FOUND IRON PIN;  
THENCE S 02°08'34" W 310.64 FEET TO A FOUND IRON PIN;  
THENCE S 02°11'19" W 109.04 FEET TO A FOUND IRON PIN, THE POINT OF BEGINNING, CONTAINING 1.59 ACRES, MORE OR LESS, BEING SUBJECT TO ANY COVENANTS, EASEMENTS, OR RIGHT-OF-WAYS OF RECORD OR FACT.

AND

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, BENTONVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
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THENCE N 86°46'47" W 64.51 FEET TO A FOUND IRON PIN; THENCE N 00°03'14" E 23.37 FEET TO A FOUND IRON PIN;  
THENCE S 86°58'37" E 65.57 FEET TO A FOUND IRON PIN;  
THENCE S 02°39'25" W 23.56 FEET TO A FOUND IRON PIN, TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES, MORE OR LESS, BEING SUBJECT TO ANY COVENANTS, EASEMENTS, OR RIGHT-OF-WAYS OF RECORD OR FACT.

The common description of the property is: 1106 NW 10th Street, Bentonville, AR 72712

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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:

Signature and Physical Address

Signature and Physical Address

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to C-2

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THENCE S 02°06'34" W 310.84 FEET TO A FOUND IRON PIN;  
THENCE S 02°11'19" W 109.04 FEET TO A FOUND IRON PIN, THE POINT OF BEGINNING, CONTAINING 1.59 ACRES, MORE OR LESS, BEING SUBJECT TO ANY COVENANTS, EASEMENTS, OR RIGHT-OF-WAYS OF RECORD OR FACT.

AND

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, BENTONVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
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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:

Spot zoning

Signature and Physical Address

Bentonville, AR  
72712

# NOTICE OF INTENT TO REZONE

Canvas Church

has requested the Bentonville

Planning Commission to set a public hearing date to consider rezoning the following property from

R-1

to

C-2

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THENCE S 88°53'08" E 173.76 FEET TO A FOUND IRON PIN;  
THENCE S 02°06'34" W 310.64 FEET TO A FOUND IRON PIN;  
THENCE S 02°11'19" W 109.04 FEET TO A FOUND IRON PIN, THE POINT OF BEGINNING, CONTAINING 1.58 ACRES, MORE OR LESS, BEING SUBJECT TO ANY COVENANTS, EASEMENTS, OR RIGHT-OF-WAYS OF RECORD OR FACT.

AND

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, BENTONVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
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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:

Nothing has changed the property still is surrounded by residential it should remain the same. R-1

Signature and Physical Address

Signature and Physical Address

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**Re: RZ24-0039**

---

**From** Scott Schroen <scott@ivycabinets.com>

**Date** Fri 10/25/2024 11:14 AM

**To** Sophie McAdara <smcadara@bentonvillear.com>

**Cc** pesterer@mosestucker.com <pesterer@mosestucker.com>; Thomas Adler <tadler@bentonvillear.com>;  
Bradley Gavrielides <bgavrielides@bentonvillear.com>

Yes, please change our zoning request to a C-1.

Thank you!

Scott Schroen

Owner

O (479) 582-4201

C (479) 379-8420

ivycabinets.com

On Oct 25, 2024, at 10:17 AM, Sophie McAdara <smcadara@bentonvillear.com> wrote:

Good morning,

I wanted to reach out as we are writing the staff reports for the 11-5 meeting, to confirm in writing if you would like us to change your rezoning request to C-1 in the report now, or if you would just like to request the change to Planning Commission during the meeting. Either way works for us! Just let me know your preference.

Best,

<Outlook-n1xtotxtc.png>

Have questions about zoning and development?

[Book a meeting here](#)



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 C-1, NEIGHBORHOOD COMMERCIAL; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: RZ24-0039)**

**WHEREAS**, Canvas Church 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 C-1, NEIGHBORHOOD COMMERCIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, BENTONVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE SE CORNER OF SAID NE 1/4 OF THE NE 1/4; THENCE N 86°52'46" W 659.96 FEET TO A FOUND IRON PIN; THENCE N 02°19'57" E 190.19 FEET TO A FOUND IRON PIN; THENCE N 02°39'25" E 23.56 FEET TO A FOUND IRON PIN; THENCE N 02°04'35" E 26.72 FEET TO A FOUND IRON PIN, THE POINT OF BEGINNING; THENCE N 86°54'39" W 65.47 FEET TO A FOUND IRON PIN; THENCE N 54°01'27" W 131.56 FEET TO A FOUND IRON PIN; THENCE N 02°17'33" E 348.30 FEET TO A FOUND IRON PIN; THENCE S 86°53'06" E 173.76 FEET TO A FOUND IRON PIN; THENCE S 02°06'34" W 310.64 FEET TO A FOUND IRON PIN; THENCE S 02°11'19" W 109.04 FEET TO A FOUND IRON PIN, THE POINT OF BEGINNING, CONTAINING 1.59 ACRES, MORE OR LESS, BEING SUBJECT TO ANY COVENANTS, EASEMENTS, OR RIGHT-OF-WAYS OF RECORD OR FACT. AND PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, BENTONVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE SE CORNER OF SAID NE 1/4 OF THE NE 1/4; THENCE N 86°52'46" W 659.96 FEET TO A FOUND IRON PIN; THENCE N 02°19'57" E 190.19 FEET TO A FOUND IRON PIN, THE POINT OF BEGINNING; THENCE N 86°46'47" W 64.51 FEET TO A FOUND IRON PIN; THENCE N 00°03'14" E 23.37 FEET TO A FOUND IRON PIN; THENCE S 86°58'37" E 65.57 FEET TO A FOUND IRON PIN; THENCE S 02°39'25" W 23.56 FEET TO A FOUND IRON PIN, TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES, MORE OR LESS, BEING SUBJECT TO ANY COVENANTS, EASEMENTS, OR RIGHT-OF-WAYS OF RECORD OR FACT;

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 5, 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 C-1, NEIGHBORHOOD 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 R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to C-1, NEIGHBORHOOD 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:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**