

Revised Agenda:
Section III Planning Item 9 has been moved to Section III Planning Item 6.



**City Council
Meeting Agenda
January 14, 2025
6:00 PM
Bentonville City Hall**

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

Bentonville residents can make public comments in the following ways:

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

*If you would like to attend virtually, please register at the following link by 4:00 p.m. on January 14, 2025: [Registration Link](#)

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: December 10, 2024

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

- 1. Public Art Advisory Committee** **Appointment**
Appointment of Elizabeth Miller
Appointment of Elizabeth Miller to Position 1 on the Public Art Advisory Committee (PAAC).
- 2. Public Art Advisory Committee** **Appointment**
Appointment of Allan Paulose
Appointment of Allan Paulose to Position 2 on the Public Art Advisory Committee (PAAC).

3. **Resolution Setting a Public Hearing to Vacate Right-of-Way & Establish Utility Easement (VAC24-0006)** **Resolution**
Approve Resolution to set Public Hearing for January 28, 2025 to vacate Street Right of Way and establish Utility Easement located at Lot 16 of Hillcrest Addition (VAC24-0006).
4. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC24-0012)** **Resolution**
Approve Resolution to set Public Hearing for January 28, 2025 for a Utility Easement Vacation located at Lot 11 of Crystal Bridges Museum Addition (VAC24-0012).
5. **Resolution Approving Amendment #1 with Crafton Tull for PIIP22-0004 SW 7th and C Drainage** **Resolution**
Approval of Amendment #1 to Crafton Tull's Professional Service Agreement, needed due to design changes/coordination with 8th Street construction as well as additional construction administration services based on construction delays. No budget adjustment is needed.
6. **Resolution Awarding Bid IFB-24-89 to Emery Sapp and Sons, Inc. for Asphalt Materials - Quarter 1** **Resolution**
Resolution to award bid IFB-24-89 to Emery Sapp & Sons, Inc. per the unit prices attached for the purchase of asphalt materials as required for street surface repairs and street resurfacing. No budget adjustment is needed.
7. **Resolution Adjusting the 2025 Budget for Library Software and Support Services** **Resolution**
Resolution authorizing a budget adjustment to fund the purchase of RFID software and support services, from Bibliotheca, for the Bentonville Public Library. A budget adjustment is needed to cover a portion of the cost.
8. **Ordinance to Waive Competitive Bidding and Authorizing an Agreement with OverDrive Inc.** **Ordinance***
Ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into an agreement with OverDrive Inc., in the amount of \$58,500.00, for digital products at the Bentonville Public Library. No budget adjustment is needed.
9. **Resolution Adjusting the 2025 Budget for Bentonville Public Library Equipment and Technology** **Resolution**
Resolution authorizing a budget adjustment to purchase adaptive technologies and equipment for the Library's new Business Center and Community Hub. A budget adjustment is needed.
10. **Resolution to Award Bid IFB-24-81 for On-Call Plumbing Services to Multi-Craft Contractors, Inc.** **Resolution**
Resolution awarding bid IFB-24-81 for On-Call Plumbing Services to Multi-Craft Contractors, Inc. per the unit prices attached plus 30% markup on Materials and Parts. No budget adjustment is needed.

11. **Resolution to Award Bid IFB-24-82 On-Call Heating, Ventilation, and Air Conditioning (HVAC) Service** **Resolution**
Resolution awarding bid IFB-24-82 for On-Call Heating, Ventilation, and Air Conditioning Services to A/C Services and Mechanical per the unit prices attached plus 20% markup on Materials and Parts excluding New Units. No budget adjustment is needed.
12. **Resolution to Award Bid IFB-24-75 City Wide Security Alarm Monitoring** **Resolution**
Resolution awarding bid IFB-24-75 for citywide security alarm monitoring to Advantage Security Technologies, LLC per the unit prices attached. No budget adjustment is needed.
13. **Ordinance Waiving Competitive Bidding to Purchase Police Uniforms and Equipment from Galls, LLC** **Ordinance***
Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Galls, LLC in Springdale, Arkansas, for the purchase of police uniforms and equipment, and waiving the requirement for competitive bidding. No budget adjustment is needed.
14. **Ordinance Approving a Waiver of Bid Request for Fire Department Uniforms from Galls, LLC** **Ordinance***
Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Galls, LLC in Springdale, Arkansas, for the purchase of fire uniforms and accessories. No budget adjustment is needed.
15. **Ordinance to Waive Competitive Bidding for Medical supplies for Paramedic Ambulances** **Ordinance***
Ordinance requesting a waiver of bid for various purchases of medical supplies and medications for the ambulance service from the following vendors: Henry Schein, Bound Tree Medical, LiveWell Pharmacy, Stryker, Teleflex, Core Scientific Global, and Zoll Medical. No budget adjustment is needed.
16. **Resolution to Purchase Concession Equipment from Foodservice Equipment Brokers for Phillips Park** **Resolution**
Resolution authorizing the purchase of miscellaneous concession equipment from Foodservice Equipment Brokers, in the amount of \$48,507.61. No budget adjustment is needed.
17. **Amend Exhibit "A" Purchasing Policy in Resolution 6-22-2021T** **Resolution**
Approve a Resolution to amend the City of Bentonville Purchasing Policy, Exhibit "A", in Resolution 6-22-2021T, as described in the proposed revisions (in red) in the attached copy. No Budget Adjustment is needed.
18. **Ordinance Amending Section 2-377 of the City of Bentonville Municipal Code** **Ordinance***
amending section 2-377 of the City of Bentonville Municipal Code updating the Authority of the Mayor; Spending Limit to follow changes in state law. No budget adjustment is needed.
19. **Ordinance Amending Section 2-378 of the City of Bentonville Municipal Code** **Ordinance***

Ordinance amending section 2-378 of the City of Bentonville Municipal Code increasing the competitive bidding threshold \$42,291.00 pursuant to stat law. No budget adjustment is needed.

20. **Resolution Authorizing a Building Lease at 2500 SW Aviation Street with Bentonville Public Schools** **Resolution**

A resolution approving a building lease agreement at the Bentonville Municipal Airport between the City of Bentonville and Bentonville Public Schools. No budget adjustment is needed.

21. **Resolution entering into an agreement - Heartland Business Systems for Data Storage Replacement** **Resolution**

Authorizing an agreement with Heartland Business Systems for Storage Data replacement through participation in TIPS Contract #220105. No budget adjustment is needed.

II. Utility Board

1. **Resolution to Enter an Agreement with Utility Financial Solutions LLC for a Cost of Service Study for the Electric Department** **Resolution**

Resolution to enter into an agreement with Utility Financial Solutions, LLC to conduct a Cost of Service Study for the Electric Dept. for \$58,600.00. The last Cost of Service study was conducted in 2020-2021. This is a 2025 budgeted item. Utility Board approved 5-0. No budget adjustment is needed.

2. **Resolution to Award Bid IFB-24-95 Street Material (Premix) to Emery Sapp & Sons, Inc.** **Resolution**

Resolution awarding IFB-24-95 for Street Material (Premix) to Emery Sapp & Sons, Inc. in the amount of \$62,500.00. Utility Board approved 5-0. No budget adjustment is needed.

3. **Resolution to Award Bid IFB-24-95 for Street Materials to Benton County Stone** **Resolution**

Resolution awarding IFB-24-95 for Street Materials to Benton County Stone in the amount of \$426,586.00. Utility Board approved 5-0. No budget adjustment is needed.

4. **Ordinance to Waive Competitive Bidding for Holophane Lighting** **Ordinance***

An ordinance waiving competitive bidding for the purchase and delivery of various decorative poles, arms and light fixtures on an as needed basis from Holophane, for the City of Bentonville Inventory Department. The items will be ordered on an as needed basis per the unit prices attached. Utility Board approved 5-0. No budget adjustment is needed.

5. **Ordinance Waiving Competitive Bidding for Henard Utility Products, Inc. for Various Badger Water Meters** **Ordinance***

An ordinance waiving competitive bidding for the purchase and delivery of various Badger water meters on an as needed basis from Henard, for the City of Bentonville Inventory Department. The items will be ordered on an as needed basis per the unit prices attached. Utility Board approved 5-0. No budget adjustment is needed.

6. **Ordinance to Waive Competitive Bidding for Mueller Company for Various Water Meters** **Ordinance***

An ordinance waiving competitive bidding for the purchase and delivery of various water meters on an as needed basis from Mueller, for the City of Bentonville Inventory Department. The items will be ordered on an as needed basis per the unit prices attached. Utility Board approved 5-0. No budget adjustment is needed.

7. **Ordinance Waiving Competitive Bidding for Core & Main for Various Sensus Water Meters** **Ordinance***

An ordinance waiving competitive bidding for the purchase and delivery of various water meters on an as needed basis from Core and Main, for the City of Bentonville Inventory Department. The items will be ordered on an as needed basis per the unit prices attached. Utility Board approved 5-0. No budget adjustment is needed.

8. **Resolution to Amend IFB-24-70 - IDIQ Water Service Line Replacement Agreements** **Resolution**

Resolution authorizing the Mayor and City Clerk to amend the IFB-24-70 IDIQ contracts for an increased amount of \$1,000,000.00 (\$500,000.00 per contract). The contract work is an aggressive, turnkey measure taken to directly address the City's water loss and the amendments are necessary to keep both contractors working to replace failing water service lines. Utility Board approved 5-0. A budget adjustment is needed.

9. **Resolution to Enter into an Agreement with Consulting Engineering, Inc. for Leak Detection Services** **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Consulting Engineering, Inc. for leak detection services on the City's water distribution system in the amount of \$149,400.00. Consulting Engineering, Inc. was selected for RFP-24-78 following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with State law. Utility Board approved 5-0. A budget adjustment is needed.

10. **Resolution to Enter into an Agreement with Pure Technologies US, Inc. for Leak Detection Services** **Resolution**

Staff requests a resolution authorizing the Mayor and City Clerk to enter into an agreement with Pure Technologies US, Inc. for leak detection services on the City's 48in Prestressed Concrete Cylinder Pipe (PPCP) water transmission main in the amount of \$159,680.85. Pure Technologies US, Inc. was selected following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with State law. Utility Board approved 5-0. A budget adjustment is needed.

III. Planning

1. **Final Plat - WMC Welcome Center and Hotel Zone 02S - 1301 Southeast 8th Street (FP24-0007)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Final Plat Of Lot 1 Of Walmart Campus Subdivision, Phase 8 To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Lot Split - Lots 6 and 7 of Simpson Family Subdivision - Heagerty Road (LS24-0038)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 2 Of Simpson Family Subdivision Creating New Lots 6 And 7 Of Simpson Family Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Lot Split - Lots 10 and 11, Prime Parc Subdivision - Southwest Regional Airport Boulevard (LS24-0040)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 5 Of Prime Parc-Bentonville Subdivision Creating New Lots 10 And 11 Prime Parc-Bentonville Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Lot Split - Lots 11 and 12 of Bentonville Heights Addition - 810 Northwest 11th Street (LS24-0044)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 6, Block 5 Of Bentonville Heights Addition Creating New Lot 11, Block 5 Of Bentonville Heights Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

5. **Lot Split - Lot 15, Block 3 of Lincoln and Rice Addition - 103 Northeast H Street (LS24-0046)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lots 1, 2, And 3, Block 3 Of Lincoln And Rice Addition Creating New Lot 15, Block 3 Of Lincoln And Rice Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

6. **Rezoning - Kelley - R-1, Low-Density Single-Family Residential to DN-1, Downtown Low Density Residential - 718 West Central Avenue (RZ24-0047)** **Ordinance***

The Planning Commission voted 6-0, 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-1, Downtown Low-Density Residential; And For Other Purposes.

7. **Property Line Adjustment - Lots 52 and 55 of Dicksons Addition - 718 West Central Avenue (PLA24-0001)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lot 12 Of Dicksons Addition Creating New Lots 52 And 55 Of Dicksons Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

8. **Property Line Adjustment - Lot 1 of Airport Road Shopping Center Subdivision - 1261 Southwest Regional Airport Boulevard (PLA24-0025)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Previously Unplatted Land Creating New Lot 1 Of Airport Road Shopping Center Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

9. **Property Line Adjustment - Lot 21, Block 1 of Smartt's Addition - 407 Southwest A Street (PLA24-0032)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lots 10 And 11, Block 1 Of Smartt's Addition Creating New Lot 21, Block 1 Of Smartt's Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

10. **Future Land Use Map Amendment - Amazing Land Development - Open Space to Low Density Residential (LDR) - 1600 and 1602 Northwest 3rd Street (RZ24-0051)** **Resolution**

The Planning Commission voted 6-0, recommending approval.

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

11. **Rezoning - Amazing Land Development - R-E, Residential Estate to R-1, Low-Density Single-Family Residential - 1600 and 1602 Northwest 3rd Street (RZ24-0051)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-E, Residential Estate To R-1, Low Density Single Family Residential; And For Other Purposes.

12. **Lot 1, Walmart Campus Sub Ph 10 (Zone 4 Ph 7) - 1500 Southeast 8th Street (FP24-0015)** **Ordinance***

Previously approved 7-0 vote at the November 19, 2024 Planning Commission meeting, recommending approval

An Ordinance Accepting A Final Plat Of Lot 1 Of Walmart Campus Subdivision, Phase 10, Walmart Campus To The City Of Bentonville, Arkansas; And For Other Purposes.

IV. Other Business/Announcements/Comments

1. **City Council Procedural Discussion** **Informational**

Adjournment

Public Comments Concerning Matters of City Related Business



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Shelli Kerr
Phone:	479-271-3122	For Department(s):	Comprehensive Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Public Art Advisory Committee Appointment of Elizabeth Miller
Action Recommendation & Justification:	Appointment of Elizabeth Miller to Position 1 on the Public Art Advisory Committee (PAAC).
Additional Comments for Consideration (Optional):	Miller's first three-year term begins January 1, 2025 and expires December 31, 2027. Memo and committee application attached.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

MEMO



To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC Date: January 14, 2025
Re: Appointment of Elizabeth Miller to the Public Arts Advisory Committee

I recommend Elizabeth Miller for appointment to Position 1 on the Public Art Advisory Committee (PAAC). Miller's first three-year term begins January 1, 2025, and expires December 31, 2027.

SO

Stephanie Orman, Mayor



Boards and Commissions Application Form

Applicant Information

First Name Elizabeth

Last Name Miller

Address

City Bentonville

State AR

Zip Code 72712

Home / Cell Phone

Email Address

Length of Bentonville
Residency 16 years

Employer Walmart

Occupation Art Collection Manager

Business Phone

(Section Break)

References

Please provide 2 references

Name Chad Alligood

Email Address

Address

City Las Vegas

State NV

Zip Code 89134

Phone Number	[REDACTED]
Name	Amanda Wilson
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	ARKANSAS
Zip Code	72712
Phone Number	[REDACTED]
Fax Number	n/a

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:

Public Art Advisory Committee

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

I have a master's in museum science and have been a part of the art scene in Bentonville since 2008 when I moved to Bentonville to be part of the opening team of Crystal Bridges. I spent 8 years as Head Registrar at Crystal Bridges team, overseeing the care and installation of artwork. In 2019 I took a role with OZ Art NWA where I spent 5 years as Director of Collections and Exhibitions. In this role I oversaw public and private art installations across Bentonville. Earlier this year I transitioned over to be part of the Walmart team, where I am now overseeing art for the new home office campus.

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

I believe my experience would be beneficial to the committee and the city as a whole. I also would like to see Bentonville be the best version of itself that it can be, and public art is a major factor in this. I would love to have the opportunity to help!

3. What do you hope to be able to contribute?

I hope to contribute my time and my expertise.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.	Yes
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(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees	Elizabeth Miller
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Date	11/5/2024
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City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Shelli Kerr
Phone:	479-271-3122	For Department(s):	Comprehensive Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Public Art Advisory Committee Appointment of Allan Paulose
Action Recommendation & Justification:	Appointment of Allan Paulose to Position 2 on the Public Art Advisory Committee (PAAC).
Additional Comments for Consideration (Optional):	Paulose's first three-year term begins January 1, 2025 and expires December 31, 2027. Memo and committee application attached.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

MEMO



To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC Date: January 14, 2025
Re: Appointment of Allan Paulose to the Public Arts Advisory Committee

I recommend Allan Paulose for appointment to Position 2 on the Public Art Advisory Committee (PAAC). Paulose's first three-year term begins January 1, 2025, and expires December 31, 2027.



Stephanie Orman, Mayor



Boards and Commissions Application Form

Applicant Information

First Name Allan

Last Name Paulose

Address

City Bentonville

State AR

Zip Code 72712

Home / Cell Phone

Email Address

Length of Bentonville
Residency 5 years

Employer ARt deCentrale

Occupation Business Owner

Business Phone

(Section Break)

References

Please provide 2 references

Name Liting Ma

Email Address

Address *Field not completed.*

City *Field not completed.*

State *Field not completed.*

Zip Code *Field not completed.*

Phone Number	<i>Field not completed.</i>
Name	Mary Datum
Email Address	
Address	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip Code	<i>Field not completed.</i>
Phone Number	<i>Field not completed.</i>
Fax Number	<i>Field not completed.</i>

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Diversity, Equity and Inclusion ((DEI) Community Task Force, Public Art Advisory Committee
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	Been involved in exhibiting art for over a decade. Own a couple art galleries. Founded several community groups including Northwest Arkansas Mayalalee Association a 501c3 non profit and NWA Senior Citizens group and NWA Desi Artists Group for South Asian artists. Also was the President of Lerner International Students Association and the Rotaract Club which had 600 members. Passionate about accessible art and fairness in treatment for people of all backgrounds. Having faced discrimination myself, on several occasions over the past decade, I can empathize with people of color.
2. Why would you like to be considered for appointment to this commission or board?	An opportunity to serve a community I love in a more impactful way. Creating change where it matters.

3. What do you hope to be able to contribute?	Understand needs and collaborate to find innovative and sustainable solutions
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(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.	Yes
--	-----

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees	Allan Paulose
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Date	10/30/2024
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City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Transportation
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Setting Public Hearing to Vacate Right-of-Way & Establish Utility Easement (VAC24-0006)
Action Recommendation & Justification:	Approve Resolution to set Public Hearing for January 28, 2025 to vacate Street Right of Way and establish Utility Easement located at Lot 16 of Hillcrest Addition (VAC24-0006).
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 0

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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):

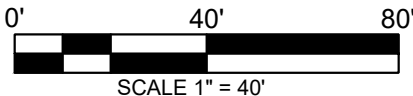
City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

EXHIBIT "A"

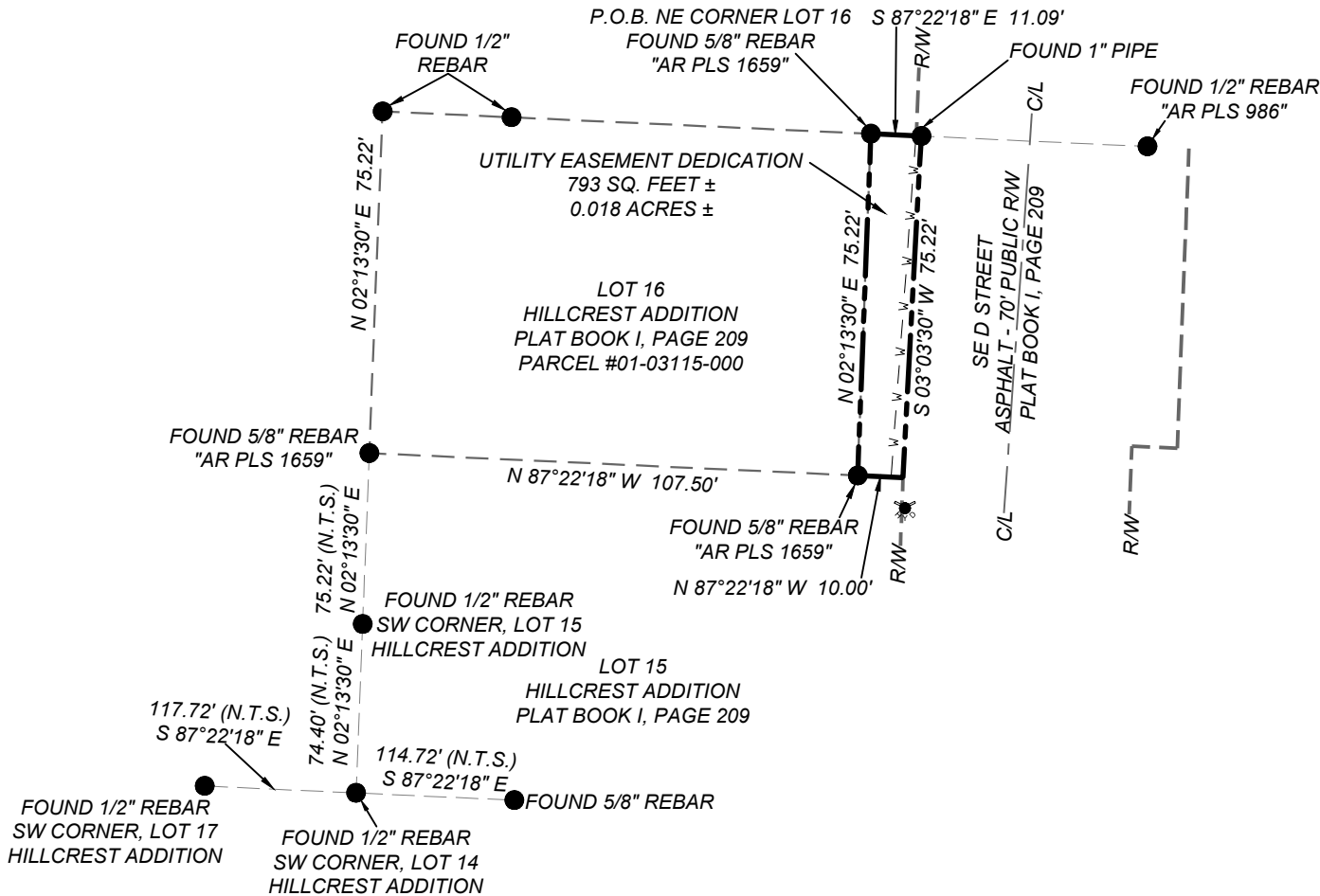
THIS EXHIBIT HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



SHEET 1 OF 1

GRID NORTH, BASED ON ARKANSAS STATE
PLANE COORDINATE SYSTEM, NORTH ZONE
NAD83

LOT 2 BLOCK 2
MEADOWGLADE SUBDIVISION
PLAT BOOK 19, PAGE 158



BEING A 10-FOOT WIDE STRIP OF LAND LYING IN THE RIGHT-OF-WAY OF SOUTHEAST D STREET, LYING EAST OF AND ADJACENT TO THE EAST LINE OF LOT 16 HILLCREST ADDITION, PLAT BOOK I PAGE 209, BENTON COUNTY ARKANSAS; NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 15 OF SAID HILLCREST ADDITION, AND LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF LOT 2 BLOCK 2, MEADOWGLADE SUBDIVISION PLAT BOOK 19 PAGE 158, BENTON COUNTY ARKANSAS, SAID 10-FOOT WIDE STRIP OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16, MARKED BY A 5/8 INCH REBAR WITH CAP INSCRIBED "AR PLS 1659" FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTHEAST D STREET (70' WIDTH);

THENCE ALONG THE SOUTH LINE OF LOT 2, BLOCK 2, MEADOWGLADE SUBDIVISION, A SUBDIVISION IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 19 PAGE 158 SOUTH 87 DEGREES 22 MINUTES 18 SECONDS EAST, A DISTANCE OF 11.09 FEET TO A FOUND 1-INCH PIPE;

THENCE SOUTH 03 DEGREES 03 MINUTES 30 SECONDS WEST, A DISTANCE OF 75.22 FEET TO THE NORTHEAST CORNER OF LOT 15, HILLCREST ADDITION;

THENCE WITH THE NORTH LINE OF SAID LOT 15 NORTH 87 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A 5/8 INCH REBAR WITH CAP INSCRIBED "AR PLS 1659" FOUND AT THE SOUTHEAST CORNER OF LOT 16, HILLCREST ADDITION;

THENCE WITH THE EAST LINE OF SAID LOT 16 NORTH 02 DEGREES 13 MINUTES 30 SECONDS EAST, A DISTANCE OF 75.22 FEET TO THE POINT OF BEGINNING; HAVING AN AREA OF 793 SQUARE FEET, 0.018 ACRES MORE OR LESS.

UTILITY EASEMENT
DEDICATION EXHIBIT

FOR: Verdant Studio

RIGHT-OF-WAY VACATION
ACROSS THE LANDS OF:
FREEDOM REALTY LLC

1208 SE D STREET
BENTONVILLE, AR 72712

DATE: 04/29/2024
DRAWN BY: TS
CHECK BY: DW

JOB NUMBER: 22-11809.01
EXHIBIT #: 1 OF 1
REVISION:

LEGEND

- FOUND MONUMENT AS-NOTED
- ⦿ FIRE HYDRANT
- N/F NOW OR FORMERLY
- EASEMENT LINE
- - - R/W LINE/ADJOINER LINE
- - - QUARTER SECTION LINE
- - - CENTERLINE OF RAILROAD
- W - W - W - UNDERGROUND WATER LINE



3825 N. SHILOH DRIVE,
FAYETTEVILLE, AR 72703
OFFICE: 888-933-2111 EMAIL:
SUPPORT@BLEW.COM

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 requesting Street Right-of-Way Vacation (VAC24-0006) and to establish a Utility Easement within the City of Bentonville, Arkansas be vacated, which said right of way is described as follows:

BEING A 10-FOOT WIDE STRIP OF LAND LYING IN THE RIGHT-OF-WAY OF SOUTHEAST D STREET, LYING EAST OF AND ADJACENT TO THE EAST LINE OF LOT 16 HILLCREST ADDITION, PLAT BOOK I PAGE 209, BENTON COUNTY ARKANSAS; NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 15 OF SAID HILLCREST ADDITION, AND LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF LOT 2 BLOCK 2, MEADOWGLADE SUBDIVISION PLAT BOOK 19 PAGE 158, BENTON COUNTY ARKANSAS, SAID 10-FOOT WIDE STRIP OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16, MARKED BY A 5/8 INCH REBAR WITH CAP INSCRIBED "AR PLS 1659" FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTHEAST D STREET (70' WIDTH);
THENCE ALONG THE SOUTH LINE OF LOT 2, BLOCK 2, MEADOWGLADE SUBDIVISION, A SUBDIVISION IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 19 PAGE 158 SOUTH 87 DEGREES 22 MINUTES 18 SECONDS EAST, A DISTANCE OF 11.09 FEET TO A FOUND 1-INCH PIPE;
THENCE SOUTH 03 DEGREES 03 MINUTES 30 SECONDS WEST, A DISTANCE OF 75.22 FEET TO THE NORTHEAST CORNER OF LOT 15, HILLCREST ADDITION;
THENCE WITH THE NORTH LINE OF SAID LOT 15 NORTH 87 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A 5/8 INCH REBAR WITH CAP INSCRIBED "AR PLS 1659" FOUND AT THE SOUTHEAST CORNER OF LOT 16, HILLCREST ADDITION;
THENCE WITH THE EAST LINE OF SAID LOT 16 NORTH 02 DEGREES 13 MINUTES 30 SECONDS EAST, A DISTANCE OF 75.22 FEET TO THE POINT OF BEGINNING; HAVING AN AREA OF 793 SQUARE FEET, 0.018 ACRES 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 vacate the above described Right-of-Way is set for a hearing January 28, 2025 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 _____, 2025, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Transportation
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC24-0012)
Action Recommendation & Justification:	Approve Resolution to set Public Hearing for January 28, 2025 for a Utility Easement Vacation located at Lot 11 of Crystal Bridges Museum Addition (VAC24-0012).
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$ 0
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

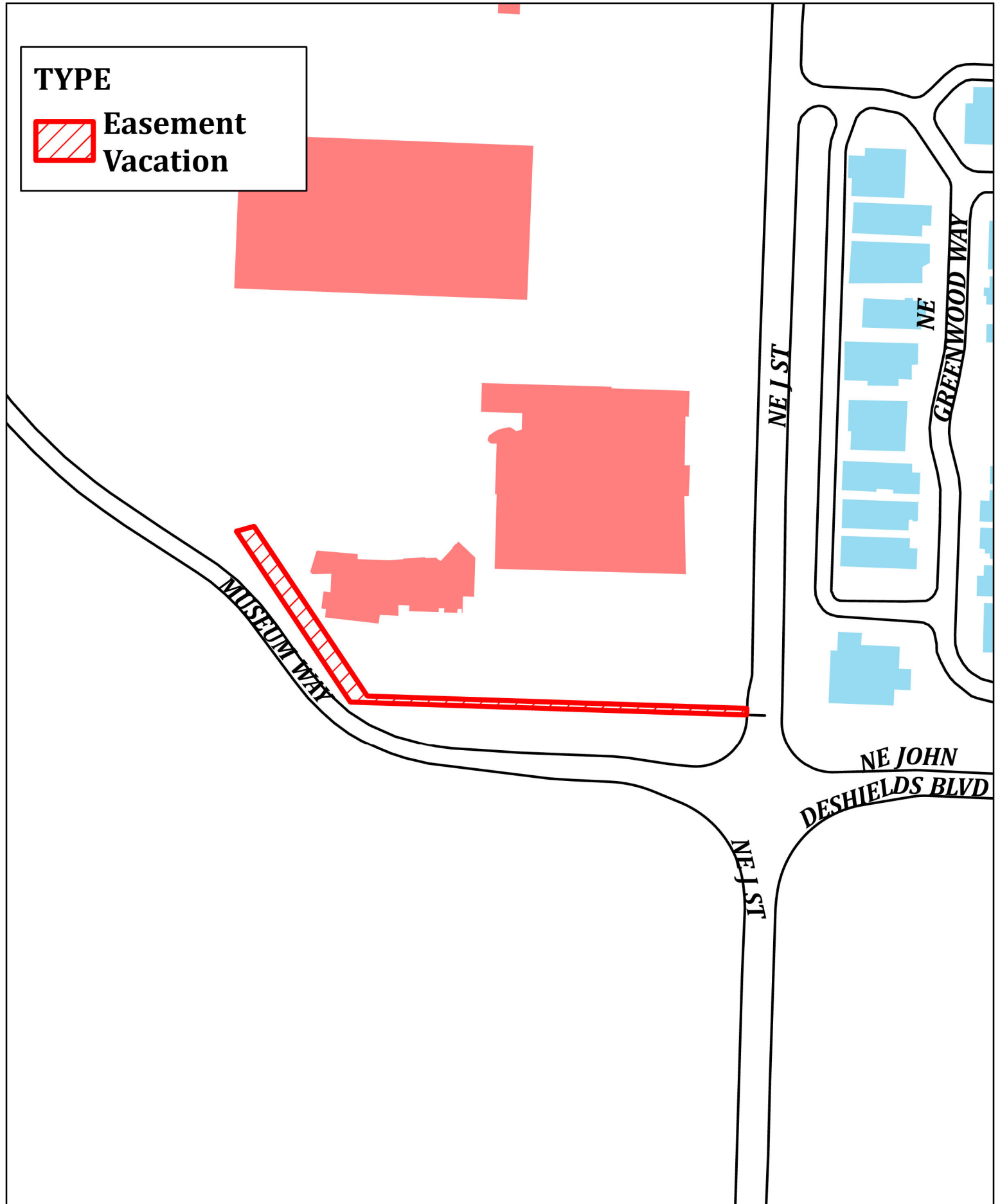
City Hall

305 SW A Street Bentonville, AR 72712

TYPE



**Easement
Vacation**



VAC24-0012
Amazeum Easement Vacation
1009 MUSEUM WAY



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 Children's Museum of Northwest Arkansas requesting a utility easement vacation (VAC24-0012) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A tract of land being a part of Lot 11 as shown on a Lot Split of Lot 4, Crystal Bridges Museum Addition filed for record in Plat Book 2013 at Page 526 in the office of the Circuit Clerk, Benton County, Arkansas also being described by metes and bounds as follows:

Commencing at the Southeast Corner of said Lot 11 (Parcel #01-15205-002); Thence along the South Line of said Lot 11 N88°08'28"W 21.01 feet to the Point of Beginning; Thence continuing along said South Line N88°08'28"W 454.64 feet to the West Line of said Lot 11; Thence leaving said South Line and along said West Line N33°45'01"W 235.13 feet to a 5/8" rebar with cap (PLS 1618); Thence leaving said West Line N74°23'31"E 21.05 feet; Thence S33°45'01"E 233.68 feet; Thence S88°08'28"E 435.39 feet; Thence S01°44'58"W 7.50 feet to the Point of Beginning and containing 8,026 square feet or 0.18 acres 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 utility easement is set for a hearing January 28, 2025 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 _____, 2025, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Jarrold Brightwell
Phone:	479-418-8675	For Department(s):	Transportation
Email:	jbrightwell@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving Amendment #1 with Crafton Tull for PIIP22-0004 SW 7th and C Drainage
Action Recommendation & Justification:	Approval of Amendment #1 to Crafton Tull's Professional Service Agreement, needed due to design changes/coordination with 8th Street construction as well as additional construction administration services based on construction delays. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The construction project contract costs came in \$44,742.50 under budget which will offset the increase for this amendment. The original agreement is not to exceed \$85,500.00. Crafton Tull firm was selected following the City's Purchasing Policy for professional services
Amount for Approval:	\$ 15,564.25

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: 2021 Drainage Bond

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

AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Modification of Services

1. Background Data:

- a. Effective Date of OWNER-ENGINEER Agreement: 7/16/2021
- b. OWNER: City of Bentonville, Arkansas
- c. ENGINEER: Crafton, Tull & Associates, Inc.
- d. Project: SW 7th & C Lateral (MUNIS#21EN0024)

2. Nature of Amendment

The scope of services is being updated to include additional design coordination associated with the 8th Street Project. Additional Construction Administration effort for construction delays is also added.

3. Description of Modifications

See Exhibit A, "Modifications"

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 _____.

OWNER:

CITY OF BENTONVILLE

By: _____
Stephanie Orman

Title: Mayor

Date Signed: _____

ENGINEER:

CRAFTON TULL & ASSOCIATES, INC.

By: _____
Luke Jost, P.E.

Title: Vice President

Date Signed: 12/30/2024

ATTACHMENT 1

MODIFICATIONS

- Additional Services to be performed by ENGINEER:
 - Additional design effort related to changes based on the 8th Street Project
 - Additional Construction Administration services based on construction delays.
- Modifications to Payment to ENGINEER:
 - The Not-to-Exceed Fee Total shall increase by \$15,564.25. The total Not-to-Exceed Fee for this project is now updated to \$101,064.25.
 - This fee is broken down as follows:

Original Contract Amount:	\$85,500
Change Order #1	
Add. effort based changes/coordination with 8 th Street	\$8,500
Add. Const. Admin. For const. Delays	\$7,064.25
Revised Total Contract	\$101,064.25

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO AMENDMENT NO. 1 WITH CRAFTON TULL, FOR
PROFESSIONAL SERVICES FOR THE SW 7TH AND C STREET DRAINAGE
PROJECT (PIIP22-0004), IN THE AMOUNT OF FIFTEEN THOUSAND FIVE
HUNDRED SIXTY-FOUR DOLLARS AND TWENTY-FIVE CENTS (\$15,564.25);
AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville previously entered into an agreement with Crafton Tull, for professional services related to SW 7th and SW C Street Drainage Project;

WHEREAS, this amendment covers additional fees incurred due to design changes and coordination with 8th Street construction, as well as additional construction administration services based on construction delays; and

WHEREAS, this amendment will be paid from 2021 Drainage Bond.

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. 1 with Crafton Tull, for professional services for the SW 7th and C Street Drainage Project (PIIP22-0004), in the amount of fifteen thousand five hundred sixty-four dollars and twenty-five cents (\$15,564.25);

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 _____, 2025

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Daniel Clardy
Phone:	479-271-3130	For Department(s):	Transportation - Street
Email:	dclardy@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Awarding Bid IFB-24-89 to Emery Sapp and Sons, Inc. for Asphalt Materials - Quarter 1
Action Recommendation & Justification:	Resolution to award bid IFB-24-89 to Emery Sapp & Sons, Inc. per the unit prices attached for the purchase of asphalt materials as required for street surface repairs and street resurfacing. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Emery Sapp & Sons, Inc. was the sole bid received. State law allows the City to purchase "motor fuels, oil, asphalt, asphalt oil, and natural gas" without soliciting bids. Because price volatility in the crude oil market affects the cost of asphalt, Purchasing proposes to solicit bids on at least a quarterly basis without the need for further approval of City Council through calendar year 2025. Asphalt materials will be for use by the Street Department on an as needed basis.
Amount for Approval:	\$ 0

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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:	12/19/24	Time of Bid Opening:	1:00 PM	IFB-24-89
----------------------	----------	----------------------	---------	-----------

Solicitation Title: Asphalt Materials - Quarter 1

Bidders:				Emery Sapp & Sons, Inc.	
Line Item	Estimated Quantity	Unit of Measure	Service Location Description	Unit Price	Extended Price
Superpave Mix					
1	500	Ton	ACHM 9.5MM Superpave PG 64 - 22 (NO RAS): per AHTD 2014 Specifications Section 407	\$74.25	\$37,125.00
2	500	Ton	ACHM 12.5MM Superpave PG 64 - 22 (NO RAS): per AHTD 2014 Specifications Section 407	\$73.15	\$36,575.00
3	500	Ton	Superpave Performance Graded (PG) Asphalt Binder: PG 64-22: per AHTD 2014 Specifications Section 407	No Bid	No Bid
Miscellaneous Items					
5	1	Lump Sum	Start Up Price for Plant – Estimated One (1) Event each year	\$750.00	\$750.00
6	500	Ton	Delivery – Cost per Ton	No Bid	No Bid
Total Bid Price				\$74,450.00	
purchasing@bentonvillear.com - (479) 271-3115					
TABULATION VERIFICATION					

Jes

X

Kelsi Frederick, Purchasing Manager

RESOLUTION NO. _____

**A RESOLUTION AWARDDING BID IFB-24-89 TO EMERY SAPP AND SONS, INC.,
FOR ASPHALT MATERIALS, ON A PER UNIT PRICE IN AN APPROXIMATE
AMOUNT OF SEVENTY-FOUR THOUSAND FOUR HUNDRED FIFTY DOLLARS
(\$74,450.00); AND FOR OTHER PURPOSES.**

WHEREAS, Emery Sapp and Sons, Inc. was the sole bid received for bid IFB-24-89;

WHEREAS, this contract covers the purchase of asphalt materials as required for street surface repairs and street resurfacing on a per unit price;

WHEREAS, the purchase of materials will be for use by the Street Department on an as needed basis through the end of 2025; 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 a contract with Emery Sapp and Sons, Inc. for the asphalt materials needed for city streets on a per unit price;

Section 2: The estimated contract cost is seventy-four thousand four hundred fifty dollars (\$74,450.00);

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Adjusting the 2025 Budget for Library Software and Support Services
Action Recommendation & Justification:	Resolution authorizing a budget adjustment to fund the purchase of RFID software and support services, from Bibliotheca, for the Bentonville Public Library. A budget adjustment is needed to cover a portion of the cost.
Additional Comments for Consideration (Optional):	Bibliotheca is a sole source vendor for certain RFID hardware and software installed at Bentonville Public Library. This is an annual expense that supports existing library technologies. It covers self-check terminals, security gates, remote lockers, and other specialty equipment. \$32,500.00 is currently budgeted for this item, but total cost is \$41,550.00. The quote came in after the 2025 budget was finalized; therefore, a budget adjustment is needed for the remaining \$9,050.00.
Amount for Approval:	\$ 9,050.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

105050-43310	Technical/Data Processing	\$ 9,050.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Amount includes estimated prorated costs not-yet quoted for technology installed in October 2024.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

January 2nd, 2025

Hadi Dudley, Director
Bentonville Public Library
405 S Main Street
Bentonville, AR 72712

RE: Bibliotheca Sole Source Letter

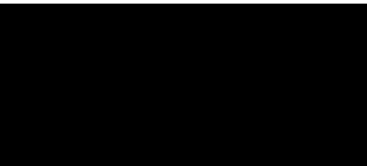
Dear Ms. Dudley:

This sole source letter is to confirm that Bibliotheca provides certain products that are unique to the library market, and as such, can only be acquired through Bibliotheca; namely the remoteLocker™ pick-up locker, open+, selfCheck™ self-service kiosks with the quickConnect™ patron interface and libraryConnect™ central management software, which is designed and manufactured exclusively by Bibliotheca.

Bibliotheca products can only be supported and maintained by Bibliotheca technicians for optimal performance and durability. Furthermore, the costs associated with continuing to use Bibliotheca as your support and maintenance provider are significantly less, as Bibliotheca technicians would not require any additional training and would already have the required parts and tools.

We look forward to continuing to support Bentonville Public Library for all its current and future automation and technology goals.

Sincerely,



Mary K Zilles, VP of Business Development & Sales Administration
m.zilles@bibliotheca.com | 678-336-7980 X 310
3169 Holcomb Bridge Road, Suite 200
Norcross, GA 30071



Service & Maintenance/Extended Warranty Quote

Bill To

Bentonville Public Library
 Attn: Courtney Fitzgerald
 405 South Main Street
 Bentonville AR 72712-5904
 United States

Ship To

Bentonville Public Library
 Attn: Courtney Fitzgerald
 405 South Main Street
 Bentonville AR 72712-5904
 United States

Quote**QUO-US20660****Date**

12/12/2024

Customer:

C0007263-US

Payment Terms:

Net 30 Days

Quote Expiration:

3/12/2025

Contract Number:

24905

Term:

1/5/2025 - 1/4/2026

Item	Quantity	Net Price	Net Extended
remoteLocker 100 v3 central tower inc. RFID (black) B40920 Bentonville Community Center January 05, 2025 - January 04, 2026	1	2,203.95	2,203.95
remoteLocker 115 v3 15 locker tower (black) B40938 Bentonville Community Center January 05, 2025 - January 04, 2026	1	1,211.65	1,211.65
remoteLocker Outdoor Control unit 17 DD020025F029 Bentonville Public Library January 05, 2025 - January 04, 2026	1	2,888.56	2,888.56
SC1000 payment terminal, Comprise Castles UPT1000 512194022437 Bentonville Public Library January 05, 2025 - January 04, 2026	1	660.45	660.45
SC1000 payment terminal, Comprise Castles UPT1000 512194022441 Bentonville Public Library January 05, 2025 - January 04, 2026	1	660.45	660.45
SC1000 payment terminal, Comprise Castles UPT1000 512194022439 Bentonville Public Library January 05, 2025 - January 04, 2026	1	660.45	660.45
SC1000 payment terminal, Comprise Castles UPT1000 512194022455 Bentonville Public Library January 05, 2025 - January 04, 2026	1	660.45	660.45



Item	Quantity	Net Price	Net Extended
selfCheck 1000 black with coin & note (US) B97480 Bentonville Public Library January 05, 2025 - January 04, 2026	1	1,891.00	1,891.00
selfCheck 1000 black with coin & note (US) B97482 Bentonville Public Library January 05, 2025 - January 04, 2026	1	1,891.00	1,891.00
selfCheck 1000 black with coin & note (US) B97483 Bentonville Public Library January 05, 2025 - January 04, 2026	1	1,891.00	1,891.00
selfCheck 1000 black with coin & note (US) B97481 Bentonville Public Library January 05, 2025 - January 04, 2026	1	1,891.00	1,891.00
remoteLocker 115 v3 15 locker tower (black) B41003 Bentonville Community Center January 05, 2025 - January 04, 2026	1	1,211.65	1,211.65
remoteLocker 115 v3 15 locker tower (black) B41004 Bentonville Community Center January 05, 2025 - January 04, 2026	1	1,211.65	1,211.65
remoteLocker Outdoor Add-on 22 DD020025F044 Bentonville Public Library January 05, 2025 - January 04, 2026	1	1,434.30	1,434.30
remoteLocker Outdoor Add-on 22 DD020025F024 Bentonville Public Library January 05, 2025 - January 04, 2026	1	1,434.30	1,434.30
remoteLocker Outdoor Control Unit 17 DD020025F026B Bentonville Public Library January 05, 2025 - January 04, 2026	1	2,888.56	2,888.56
remoteLocker Outdoor Add-on 22 DD020025F030 Bentonville Public Library January 05, 2025 - January 04, 2026	1	1,434.30	1,434.30
selfCheck 1000 black with coin & note (US) B97971 Bentonville Community Center January 05, 2025 - January 04, 2026	1	1,891.00	1,891.00
SC1000 payment terminal, Comprise Castles UPT1000 512194022440 Bentonville Public Library January 05, 2025 - January 04, 2026	1	660.45	660.45



Item	Quantity	Net Price	Net Extended
smartgate 600 (single Aisle) bib020478 Bentonville Public Library January 05, 2025 - January 04, 2026	1	2,107.35	2,107.35
smartgate™ 400 Triple bib020479 Bentonville Public Library January 05, 2025 - January 04, 2026	1	2,594.60	2,594.60
staffConnect gate License Bentonville Public Library January 05, 2025 - January 04, 2026	1	107.00	107.00
libraryConnect devices, 1 year subscription, 6-15 devices TEMPSN07649 Bentonville Public Library January 05, 2025 - January 04, 2026	1	1,998.61	1,998.61
staffConnect gate License Bentonville Public Library January 05, 2025 - January 04, 2026	1	107.00	107.00
Subtotal:			35,590.73
Tax Total:			3,381.18
Total:			38,971.91
Currency:			US Dollar



Terms and Conditions

WHAT WE WILL DO:

Hardware: In consideration of payment of the agreement price, and according to service level purchased, Bibliotheca will furnish labor and replacement parts necessary to maintain the Equipment specified in this agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by an authorized Bibliotheca Service Provider and used as directed. This Service Agreement covers Equipment failure during normal usage. Bibliotheca agrees to provide:

- On-site remedial maintenance during On-Site Coverage Hours (except for depot repair agreements) When Bibliotheca is notified that the Equipment is not in good working order. Bibliotheca will provide a toll-free telephone number for Customer to place, and Bibliotheca will receive equipment maintenance service calls twenty-four (24) hours per day, seven (7) days per Week.
- All labor, service parts and Equipment modifications Bibliotheca deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, Bibliotheca reserves the right to replace the entire unit with new equipment or equipment of equal quality when Bibliotheca determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of Bibliotheca.

Software: In consideration of payment of the agreement price, Bibliotheca will furnish over-the-phone software support and remote troubleshooting of the Bibliotheca Software specified in this agreement as well as updates necessary to maintain the Bibliotheca Software specified in this agreement in proper operating condition during the term of this agreement, provided that the Bibliotheca Software is installed and used as directed. Bibliotheca agrees to provide:

- All software configuration modifications Bibliotheca deems necessary to maintain the Bibliotheca Software in good working order
- Bibliotheca Software updates
- Internet Filter list updates (as applicable)
- A toll-free telephone number for Customer to place and Bibliotheca to receive software support calls. Over-the-phone software support calls may be placed twenty-four (24) hours per day, seven (7) days per week. Calls will be addressed during Bibliotheca Software Support Coverage Hours in the order they were received.

WHAT IS NOT COVERED: The basic maintenance fee does not include and Bibliotheca is not obligated to provide or perform repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer; (ii) accident; (iii) Acts of God, including but not limited to fire, flood, water, wind and lightning; (iv) neglect, abuse or misuse; (v) failure of Customer to follow Bibliotheca's published operating instructions; (vi) modification, service or repair of the Equipment by other than Bibliotheca authorized personnel; (vii) use of Equipment for purposes other than for which designed; (viii) painting or refinishing the equipment; (ix) relocation of the equipment; (x) replacement of broken or damaged cabinetry; to include items such as lattices, base covers, book check covers, etc.; (xi) electrical work external to the Equipment; (xii) cosmetic restoration (e.g., filling of holes in floor or walls, plugging or wire run openings, removal of tape residue, etc.) after removal or relocation of equipment for any reason; (xiii) restoration of Equipment performance when it has been degraded by placement of unauthorized interference sources within the affected range of said equipment; (xiv) service requests related to use of markers (strips) other than those manufactured by Bibliotheca or its authorized distributor(s), (xv) modification, or repair of the Bibliotheca Software by other than Bibliotheca authorized personnel; (xvi) use of the Bibliotheca Software for purposes other than for which designed; (xvii) virus / hacker activity; (xviii) Non- Bibliotheca Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection. (xix) labor or materials associated with consumables such as receipt printer paper, separator jaws, patron counter batteries, and similar items.

RENEWAL: This agreement is NOT automatically renewable. If a renewal agreement is offered by Bibliotheca, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

ENTIRE AGREEMENT: This instrument sets forth the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

Submit Purchase Order by fax to 1-877-689-2269 or by email to service-renewals-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2025 BUDGET, FOR THE PURCHASE OF RFID SOFTWARE AND SUPPORT SERVICES FOR THE BENTONVILLE PUBLIC LIBRARY; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library utilizes self-check terminals, security gates, remote lockers, and other specialty equipment;

WHEREAS, Bibliotheca is a sole source provider and this is an annual Library expense;

WHEREAS, the Bentonville Public Library included thirty-two thousand five hundred dollars (\$32,500.00) in its 2025 budget for this purchase; and

WHEREAS, because final pricing was received after the 2025 budget was finalized, a budget adjustment is needed for the cost difference.

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

Section 1: The 2025 Budget is amended to appropriate nine thousand fifty dollars (\$9,050.00) from General Fund Reserves to Account #105050-43310 – Technical/Data Processing;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance to Waive Competitive Bidding and Authorizing an Agreement with OverDrive Inc.
Action Recommendation & Justification:	Ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into an agreement with OverDrive Inc., in the amount of \$58,500.00, for digital products at the Bentonville Public Library. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	OverDrive is a sole source vendor for certain digital materials and subscriptions. BPL has a long-standing purchase agreement with the vendor and regional consortium libraries. Due to this, and the multi-year partnership with other libraries, it is not practical or feasible to solicit bids. Annual use continues to increase with more than 143,000 downloads this year. This purchase provides ebooks, downloadable audiobooks, magazines, and other digital products.
Amount for Approval:	\$ 58,500.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Amount includes platform fees and costs to purchase ebook content.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: The purchase of Overdrive Software

Purchasing and Compliance recommends approval of an ordinance to waive competitive bidding requirements for an amount not to exceed \$58,500.00 to Overdrive for digital materials and subscriptions for the Bentonville Public Library (BPL).

Overdrive is a sole-source, proprietary vendor for certain eBooks, downloadable audiobooks, magazines, and other digital materials. BPL has maintained a long-standing purchase agreement with Overdrive and participates in a regional consortium with other libraries that leverage Overdrive's services. While other vendors provide digital content, Overdrive offers access to an extensive collection of titles that BPL and its patrons rely on. This vendor's platform has been integral to BPL's digital offerings, and usage continues to grow, with more than 143,000 downloads this year alone.

Waiving competitive bidding requirements will ensure uninterrupted access to Overdrive's digital resources, which are essential to meeting the community's increasing demand for digital materials.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

November 30, 2023



Hadi Dudley
Bentonville Public Library
405 South Main Street
Bentonville, AR 72712-5298

RE: OverDrive as a sole source provider

Dear Hadi:

OverDrive, Inc. uniquely provides a series of digital library services that enable institutions to lend popular ebooks, digital audiobooks, streaming video, and digital magazines to their authorized users via a single platform.

Available from OverDrive as a sole source provider, we offer a comprehensive suite of services that includes:

- A customized website for libraries and the award-winning, proprietary *Libby* app for patrons to access digital content
- OverDrive's proprietary browser-based formats for digital content, *OverDrive Read* for ebooks and *OverDrive Listen* for audiobooks
- OverDrive's proprietary online *Marketplace* for content ordering, content management, and customized usage reports
- OverDrive's proprietary *Local Content* feature, which enables institutions to upload locally produced and self-published digital content for lending to their users, with lending policies set by the institution
- OverDrive's proprietary *Public Library Connect* feature, which leverages cooperation between OverDrive's library and school customers to enable students to access their public library's digital content collection via OverDrive's student reading app, Sora
- OverDrive's *Notify Me* feature, which enables patrons to express interest in a title not currently offered by their library
- *OverDrive APIs*, available via the OverDrive Developer Portal, which allow for deep integration of digital content with library discovery tools
- Download ebooks in the Kindle format and compatibility with all generations of Amazon Kindle (*exclusive to OverDrive*)
- Popular and educational streaming videos available through Kanopy (*exclusive to OverDrive*)
- Digital magazines available through Zinio (*exclusive to OverDrive*)
- Online music lessons from master musicians available through ArtistWorks (*exclusive to OverDrive*)
- Integration with the institution's ILS for real-time patron authentication

As a result of the combination of the above referenced items, as well as OverDrive's continued innovation, market leadership, proven success, and secret processes, OverDrive is the sole vendor to offer these unique services and sought-after materials.

Very truly yours,

Steve Potash
Founder & CEO
OverDrive, Inc.



Library Consent Form

LIBRARY INFORMATION

Name of Public Library/Participating Library/Consortium ("Library"): **Bentonville Public Library**

OverDrive-Hosted Website URL: (ex: mylib.overdrive.com) **https://lib2go.overdrive.com/**

PRIMARY CONTACT

Name: **Hadi Dudley**

Telephone: **479-271-3194**

Title: **Library Director**

Email: **hdudley@bentonvillear.com**

Public Library Connect (PLC) enables students in designated schools within the library's service area to directly access their OverDrive digital collection.

Terms and Conditions:

- The undersigned consents to allowing students from designated schools and/or school districts ("Participating School") to utilize student IDs or school or district sign on credentials to be authenticated and borrow Digital Content from the Library's OverDrive Digital Collection.
- Access for students using PLC is provided to the Library at no cost and does not require any Library integration or other ILS changes.
- Titles checked out by students using PLC will be reported in the Library's Marketplace Checkout report under "Borrowed from: Sora."
- Participating Schools using PLC shall be limited to schools or districts within Library's legal service area and are subject to OverDrive approval. Each Participating School shall execute a consent form to agree to the terms of Library's service agreement with OverDrive.
- The term of PLC shall run concurrent with the Library's OverDrive agreement. In the event of termination or expiration of Library's OverDrive agreement, Participating Schools will no longer have access to PLC.

Sign us up!

On behalf of Library, my signature below indicates acceptance of the above Terms and Conditions, as well as authority for my library to enter into this agreement.

By: (signature)

Title: **Mayor**

Name: (Print) **Stephanie Orman**

Date: **6/22/20**

Please complete this consent form and email to connect@overdrive.com or return by fax to +1 216-573-6889.



One OverDrive Way, Cleveland, OH 44125 • P: 1+ 216-573-6886 F: 1+ 216-573-6889

©2020 OverDrive, Inc.

OverDrive® Advantage 2.0 Enrollment Form

Shared Collection Information

Name of Shared Collection: Arkansas Library 2 Go

URL of Shared Collection: www.lib2go.overdrive.com

Participating Library Information

Participating Library Name: Bentonville Public Library

Sample Library Card Number (for testing purposes): 20296000061820 PIN (If Applicable): 1234

Participating Library Accounting Contact

Name: Vira Kousol Email: vkousol@bentonvillear.com

Telephone: 479-271-6771 Fax: 479-271-6775

Address: 405 South Main Street City Bentonville State AR ZIP 72712

Participating Library Collection Development Contact

Name: Heather Hays Email: hhays@bentonvillear.com

Telephone: 479-271-5976 Fax: _____

☐ OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

Terms and Conditions:

- Participating Library must be a current OverDrive customer and participating in an OverDrive consortium or shared collection and have the ability to authenticate library patrons as part of an individual library.
- Participating Library must set up a separate account with OverDrive and will be invoiced separately for their titles.
- Participating Library acknowledges fees or costs related to MARC records, SIP or similar protocol for patron authentication are not included, and shall be at Participating Library's own expense.

Advantage Enrollment Fee:

- The Advantage Enrollment Fee is **\$250 USD**. This fee will be applied as an OverDrive Advantage **content credit**. Participating Library has access to purchase additional content at any time, as long as account is in good standing.

Advantage Collection Development Requests (Please check or complete all that apply):

- Popular Titles _____ Please specify subjects: _____
- High Consortium Holds _____
- Other (Please specify): _____

Acknowledgement and Acceptance:

- Participating Library requests to be invoiced an amount of \$ 0.00 USD (in addition to \$250 Advantage Enrollment Fee) for a deposit on account with OverDrive for future content collection purchases.
- Participating Library will be invoiced in the amount of **\$250 USD** for the OverDrive Advantage Enrollment Fee and agrees to be bound by the OverDrive Advantage Terms and conditions.

Bentonville Public Library
(Participating Library Name)

Date: 07/14/2020

By Signature: _____

Name (Print): Mayor Stephanie Orman
for Hadi Dudley, Library Director

Email: hdudley@bentonvillear.com

Please complete this Enrollment Form and return by fax (216-573-6889) or email (collectionteam@overdrive.com)

For more information on OverDrive Advantage, please contact collectionteam@overdrive.com

Schedule “C”
Library Participation Form – Northwest Arkansas Digital Consortium

1. In consideration of participation in the Consortium, lending digital materials, Participating Library agrees to abide by the terms and conditions of the Agreement and all Schedules.
2. Participating Libraries shall pay OverDrive an Annual Fee for joining and ongoing services provided to the Northwest Arkansas Digital Consortium. The Annual Fee shall include any and all services relating to use of the Application Services including the DLR System License, configuration and customization of website services, third party software licenses, hosting, bandwidth, and maintenance of the application services and staff training. After the first renewal term (after a period of four (4) years from Effective Date), the Annual Fee is subject to change. The Annual Fee shall be based upon Participating Library’s Legal Service Area Population as reported by the then current information available at the National Center for Education Statistics (NCES): <http://nces.ed.gov/surveys/libraries/librarysearch/>

Annual Fees for 2008 - 2012

Please check one:

Tier 1	Legal Service Area Population up to 25,000	\$3,000 per year	<u> </u>
Tier 2	Legal Service Area Population of 25,001 – 55,000	\$6,000 per year	<u> x </u>
Tier 3	Legal Service Area Population of 55,001 – 100,000	\$9,000 per year	<u> </u>

3. Arkansas public libraries with Legal Service Area Populations under 100,000 shall be eligible to join Consortium, on a quarterly basis. Any current OverDrive customer (standalone system) shall not be eligible to join Consortium. The Northwest Arkansas Digital Consortium shall be comprised of a minimum of five (5) Participating Libraries with a maximum of fifteen (15) Participating Libraries. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new libraries that seek to join Consortium.
4. The Annual Fee collected during each year shall be allocated as follows: one-third (1/3) towards configuration, system fees, and maintenance, and two-thirds (2/3) toward selection of Content for the shared collection. At any time during the term of this Agreement, Consortium and/or Participating Libraries may select additional Content subject to standard terms and pricing. Consortium and/or Participating Libraries shall make payments to OverDrive for Content selections within 30 days of receipt of invoice.
5. All Participating Libraries that join Consortium after go-live shall pay OverDrive a one-time Participation Fee of Fifteen Hundred Dollars (\$1,500) per Participating Library. Such Participation Fee shall be waived for Participating Libraries that join Consortium before go-live. Such fee, if applicable, shall be due and payable directly to OverDrive within 30 days of receipt of invoice. The Participation Fee shall include in whole or in part, fees for testing, staff training, and integration of Participating Library into the Consortium Website.
6. Participating Library shall include a direct hyperlink and/or logo linked to the DLR service from Participating Library’s home page and other appropriate sub-pages. Such link or logo shall be featured no less prominently than other electronic resources or services including but not limited to NetLibrary, Recorded Books, and MyLibraryDV.
7. Participating Library acknowledges it may incur additional license fees or costs related to MARC records, SIP or similar protocol for patron authentication. All such fees shall be at Participating Library’s own expense, and are not included in the Annual Fee.
8. Participating Library acknowledges that if Participating Library withdraws from Consortium prior to the expiration of Agreement with OverDrive, all content, products, and services that have been purchased with the Participating Library’s monetary and in-kind contributions to Consortium shall remain with Consortium.

[signature page follows]

Accepted and agreed this 5 day of Nov 2008 by:

Bentonville Public Library
("Participating Library")

By (signature):

Name (Print): Bob McCaslin

Title: Mayor of Bentonville

Please fill out the following with the appropriate contacts:

Billing Contact(s)

Name(s), email address, and billing address of contacts to receive billing:

Name: Hadi Dudley

Name: _____

Email: hdudley@bentonvilliar.com

Email: _____

Address: 405 S. Main ST

Address: _____

Bentonville, AR 72712

ILS Change Contact(s)

Names(s) and email address of contacts allowed to request ILS changes for your library:

Name: Debra Hobbs

Name: _____

Email: dhobbs@bentonvilliar.com

Email: _____

Collection Contact(s)

Name(s) and email address of contacts who will work on collection management:

Name: Heather Hays Bullock

Name: Sue Ann Pikel

Email: hhays@bentonvilliar.com

Email: spekel@bentonvilliar.com

Promotional Materials Contact(s)

Name(s) and email address of contacts to work with our Partner Services Team on promotion:

Name: Heather Hays Bullock

Name: _____

Email: hhays@bentonvilliar.com

Email: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH OVERDRIVE INC. FOR THE PURCHASE OF DIGITAL PRODUCTS, IN AN AMOUNT NOT TO EXCEED FIFTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$58,500.00); WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library and other regional libraries have contracted with OverDrive, Inc. for digital eBooks, downloadable audiobooks, magazines, and other digital products;

WHEREAS, renewal of this service is necessary to purchase new titles and access existing materials; therefore, competitive bidding is neither practical nor feasible; 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 OverDrive, Inc., for the purchase of, and continued access to, digital products in an amount not to exceed fifty-eight thousand five hundred dollars (\$58,500.00);

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, and continued access to, digital products to expand the Bentonville Public Library's catalog;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Adjusting the 2025 Budget for Bentonville Public Library Equipment and Technology
Action Recommendation & Justification:	Resolution authorizing a budget adjustment to purchase adaptive technologies and equipment for the Library's new Business Center and Community Hub. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This project was included in the 2024 budget but purchases were not made due to construction delays. Since the funds could not be utilized, \$10,000.00 was left unspent. The renovated space will be open February 1, 2025, at which time specialty equipment will be purchased for patron use.
Amount for Approval:	\$ 10,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

105050-42510	Minor Equipment	\$ 10,000.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2025 BUDGET, FOR THE PURCHASE OF
EQUIPMENT AND ADAPTIVE TECHNOLOGIES FOR THE BENTONVILLE
PUBLIC LIBRARY; AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Public Library seeks a budget adjustment to purchase equipment and adaptive technologies for the new Business Center and Community Hub;

WHEREAS, because of construction delays, 2024 budgeted funds were not utilized, leaving ten thousand dollars (\$10,000.00) unspent; and

WHEREAS, this budget adjustment will assist with the purchase of adaptive technologies and equipment for the new Business Center and Community Hub.

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

Section 1: The 2025 Budget is amended to appropriate ten thousand dollars (\$10,000.00) from General Fund Reserves into Account #105050-42510 – Minor Equipment;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Kelsi Frederick
Phone:	(479) 271-3115	For Department(s):	Various City Departments
Email:	kfrederick@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-24-81 for On-Call Plumbing Services to Multi-Craft Contractors, Inc.
Action Recommendation & Justification:	Resolution awarding bid IFB-24-81 for On-Call Plumbing Services to Multi-Craft Contractors, Inc. per the unit prices attached plus 30% markup on Materials and Parts. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Multi-Craft Contractors, Inc. was the sole bid received. The contract term is for a one (1) year term, renewable annually for a total maximum term not to exceed three (3) years. Multi-Craft Contractors, Inc. will be responsible for providing comprehensive plumbing services on an as-needed basis, including but not limited to emergency repairs and routine. Public Works will manage this contract.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
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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CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT
FORMAL SEALED BID TABULATION

Date of Bid Opening:	12/18/24	Time of Bid Opening:	1:00 PM	IFB-24-81
----------------------	----------	----------------------	---------	-----------

Solicitation Title: On-Call Plumbing Services

Bidders:			Multi-Craft Contractors, Inc.	
Line Item	Description	Estimated Quantity	Price/Hour	Estimated Cost
1	Journeyman Plumber- Straight/Regular Time	100	\$124.83	\$12,483.00
2	Journeyman Plumber- Nights and Weekends	25	\$187.25	\$4,681.25
3	Journeyman Plumber- Holiday	10	\$249.66	\$2,496.60
4	Apprentice Plumber- Straight/Regular Time	100	\$65.70	\$6,570.00
5	Apprentice Plumber- Nights and Weekends	25	\$98.55	\$2,463.75
6	Apprentice Plumber- Holiday	10	\$131.40	\$1,314.00
7	Plumber’s Helper- Straight/Regular Time	100	\$65.70	\$6,570.00
8	Plumber’s Helper- Nights and Weekends	25	\$98.55	\$2,463.75
9	Plumber’s Helper- Holiday	10	\$131.40	\$1,314.00
10	Foreman/Supervisor- Straight/Regular Time	100	\$124.83	\$12,483.00
11	Foreman/Supervisor- Nights and Weekends	25	\$187.25	\$4,681.25
12	Foreman/Supervisor- Holiday	10	\$249.66	\$2,496.60
13	General Laborer- Straight/Regular Time	100	\$65.70	\$6,570.00
14	General Laborer- Nights and Weekends	25	\$98.55	\$2,463.75
15	General Laborer- Holiday	10	\$131.40	\$1,314.00
Total Bid Price			\$70,364.95	
Line Item	Description	Percent Markup		
1	Materials and Parts (Markup %)	30%		
purchasing@bentonvillear.com - (479) 271-3115				
TABULATION VERIFICATION				

X [Redacted Signature]

Meghan Dillard, Purchasing Specialist

X [Redacted Signature]

Kelsi Frederick, Purchasing Manager

RESOLUTION NO. _____

A RESOLUTION AWARDED BID IFB-24-81 TO MULTI-CRAFT CONTRACTORS, INC., FOR ON-CALL PLUMBING SERVICES PER UNIT PRICING; AND FOR OTHER PURPOSES.

WHEREAS, Multi-Craft Contractors, Inc. was to sole bid received for bid IFB-24-81;

WHEREAS, this agreement covers on-call Plumbing Services, per the unit prices plus thirty percent markup on materials and parts, to be used on an as-needed basis, including but not limited to emergency repairs and routine maintenance, for various City of Bentonville Departments; and

WHEREAS, the contract term is one (1) year, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years.

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 Multi-Craft Contractors, Inc., for on-call Plumbing Services;

Section 2: Costs are per the unit prices plus a thirty percent (30%) markup on materials and parts;

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 _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Kelsi Frederick
Phone:	(479) 271-3115	For Department(s):	Various City Departments
Email:	kfrederick@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-24-82 for On-Call Heating, Ventilation, and Air Conditioning Service
Action Recommendation & Justification:	Resolution awarding bid IFB-24-82 for On-Call Heating, Ventilation, and Air Conditioning Services to A/C Services and Mechanical per the unit prices attached plus 20% markup on Materials and Parts excluding New Units. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The contract term is a (1) year term, renewable annually for a total maximum term not to exceed three (3) years. A/C Services and Mechanical will be responsible for providing comprehensive HVAC maintenance, repair, and installation services for City buildings.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
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 53 of 419



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:

12/18/24

Time of Bid Opening:

1:30 PM

IFB-24-82

Solicitation Title: On-Call Heating, Ventilation, and Air Conditioning (HVAC) Services

Bidders:			A/C Services and Mechanical		Multi-Craft Contractors, Inc		Johnson Controls Inc.	
Line Item	Description	Estimated Quantity	Price/Hour	Estimated Cost	Price/Hour	Estimated Cost	Price/Hour	Estimated Cost
1	Journeyman HVAC/R Technician- Straight/Regular Time	100	\$102.00	\$10,200.00	\$124.83	\$12,483.00	\$131.00	\$13,100.00
2	Journeyman HVAC/R Technician- Nights and Weekends	25	\$129.50	\$3,237.50	\$187.25	\$4,681.25	\$196.00	\$4,900.00
3	Journeyman HVAC/R Technician- Holiday	10	\$173.00	\$1,730.00	\$249.66	\$2,496.60	\$262.00	\$2,620.00
4	Apprentice HVAC/R Technician- Straight/Regular Time	100	\$82.00	\$8,200.00	\$65.70	\$6,570.00	\$131.00	\$13,100.00
5	Apprentice HVAC/R Technician- Nights and Weekends	25	\$109.50	\$2,737.50	\$98.55	\$2,463.75	\$196.00	\$4,900.00
6	Apprentice HVAC/R Technician- Holiday	10	\$153.00	\$1,530.00	\$131.40	\$1,314.00	\$262.00	\$2,620.00
7	HVAC/R Technician's Helper- Straight/Regular Time	100	\$72.00	\$7,200.00	\$65.70	\$6,570.00	\$131.00	\$13,100.00
8	HVAC/R Technician's Helper- Nights and Weekends	25	\$99.50	\$2,487.50	\$98.55	\$2,463.75	\$196.00	\$4,900.00
9	HVAC/R Technician's Helper- Holiday	10	\$143.00	\$1,430.00	\$131.40	\$1,314.00	\$262.00	\$2,620.00
10	Foreman/Supervisor- Straight/Regular Time	100	\$110.00	\$11,000.00	\$135.78	\$13,578.00	\$131.00	\$13,100.00
11	Foreman/Supervisor- Nights and Weekends	25	\$160.00	\$4,000.00	\$203.67	\$5,091.75	\$196.00	\$4,900.00
12	Foreman/Supervisor- Holiday	10	\$180.00	\$1,800.00	\$271.56	\$2,715.60	\$262.00	\$2,620.00
13	General Laborer- Straight/Regular Time	100	\$72.00	\$7,200.00	\$65.70	\$6,570.00	\$131.00	\$13,100.00
14	General Laborer- Nights and Weekends	25	\$99.50	\$2,487.50	\$98.55	\$2,463.75	\$196.00	\$4,900.00
15	General Laborer- Holiday	10	\$143.00	\$1,430.00	\$131.40	\$1,314.00	\$262.00	\$2,620.00
Total Bid Price			\$66,670.00		\$72,089.45		\$103,100.00	
Line Item	Description	Percent Markup			Percent Markup		Percent Markup	
1	Materials (Markup %) – New Units	10%			15%		30%	
2	Material and Parts (Markup %) – Excluding New Units	20%			30%		30%	
					**Total Bid Price corrected during Bid Evaluation			

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

TABULATION VERIFICATION

X

Meghan Dillard, Purchasing Specialist

X

Kelsi Frederick, Purchasing Manager

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-24-82 TO A/C SERVICES AND MECHANICAL, FOR ON-CALL HVAC SERVICES FOR VARIOUS CITY OF BENTONVILLE DEPARTMENTS; AND FOR OTHER PURPOSES.

WHEREAS, A/C Services and Mechanical was the lowest qualified bidder for bid IFB-24-82;

WHEREAS, this agreement covers on-call HVAC Services, per the unit prices plus twenty percent (20%) markup on materials and parts, excluding new units, to be used on an as-needed basis for comprehensive HVAC maintenance, repair, and installation services, for various City of Bentonville Departments; and

WHEREAS, the contract term is for one (1) year, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years.

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 A/C Services and Mechanical for on-call HVAC Services;

Section 2: Costs will be per the unit prices plus a twenty percent (20%) markup on materials and parts, excluding new units which will include a ten percent (10%) markup on materials for new units, on an as needed basis;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Kelsi Frederick
Phone:	479-271-3115	For Department(s):	Various Departments
Email:	kfrederick@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-24-75 for Citywide Security Alarm Monitoring
Action Recommendation & Justification:	Resolution awarding bid IFB-24-75 for citywide security alarm monitoring to Advantage Security Technologies, LLC per the unit prices attached. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Advantage Security Technologies, LLC was the sole bid received. Contract term is for one (1) year, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
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:	12/19/24	Time of Bid Opening:	2:00 PM	IFB-24-75
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Solicitation Title: City Wide Security Alarm Monitoring Service

Bidders:				Advantage Security Technologies, LLC	
Line Item	Estimated Quantity	Unit of Measure	Service Location Description	Unit Price	Extended Price

Category 1 - Monitoring and Monthly Reporting Services (monthly price shall include all monitoring and follow-up services to be provided, including travel time to and from City locations)

1	1	Each	City Hall - 305 SW A Street Bentonville, AR	\$150.00	\$150.00
2	1	Each	Administrative Services Building - 1000 SW 14th Street Bentonville, AR	\$180.00	\$180.00
3	1	Each	Auction Building - 3202 Municipal Drive Bentonville, AR	\$180.00	\$180.00
4	1	Each	Adult Wellness Center - Open in 2026 - 215 SW A Street Bentonville, AR	\$180.00	\$180.00
5	1	Each	Bentonville Community Center - 1101 SW Citizens Circle Bentonville, AR	\$180.00	\$180.00
6	1	Each	Parks Maintenance Facility - 401 NE Moberly Lane Bentonville, AR	\$180.00	\$180.00
7	1	Each	Creekside Park - 3202 SW Bright Road Bentonville, AR	\$180.00	\$180.00
8	1	Each	Philips Park Maintenance Facility - 3108 SE J Street Bentonville, AR	\$180.00	\$180.00
9	1	Each	District Court - 2706 S. Walton Bentonville, AR	\$150.00	\$150.00
10	2	Each	Library - 405 S Main Street Bentonville, AR	\$180.00	\$360.00
11	1	Each	Bomb Squad Building - 801 SW A Street Bentonville, AR	\$150.00	\$150.00

Total Bid Price

\$2,070.00

*Total Bid Price Corrected during bid evaluation.

Line Item	Estimated Quantity	Unit of Measure	Service Location Description	Unit Price	Extended Price
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Category 2 - Other Services - As Needed

1	1	Hourly	Labor rate for other services as needed Monday – Friday 8:00 am – 5:00 pm*	\$85.00	\$85.00
2	1	Hourly	Labor rate for other services as needed after 5:00 pm Monday – Friday & on Weekends or Holidays*	\$190.00	\$190.00
3	1	Each	Install and Program Additional Radio Communicators as needed**	\$208.00	\$208.00
4	1	Monthly	Monitoring and Maintenance of Additional Radio Communicators (unit price stated per month)	\$32.50	\$32.50

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

Surcharge for After-Hours Priority Start (response within two (2) hours of initial contact)

*The Contractor will be required to be on site within twenty-four (24) hours of the contractor's response to the request, unless otherwise directed by the City representative or designee. A Priority Service Call will include items that require a visit to the alarm site to repair and/or replace major and minor components of the intrusion alarm system. This includes motion detectors, beams, wireless receivers, repeaters, keypad alarm panels. These are problems with the system that have degraded its design but have not rendered it inoperable.

\$300.00

Flat Fee

Surcharge for Emergency Start (on-site and begin work within two (2) hours of initial contact)

*The Contractor shall be on-site and begin work within two (2) hours of the initial call or work request for sites. An Emergency Service Call means our system has failed and is completely inoperable. We cannot leave the system off-line, and it must be returned to service in the least amount of time.

\$300.00

Flat Fee

TABULATION VERIFICATION

Jessica Engel, Purchasing Specialist

Kelsi Frederick, Purchasing Manager

RESOLUTION NO. _____

A RESOLUTION AWARDED BID IFB-24-75 TO ADVANTAGE SECURITY TECHNOLOGIES, LLC., FOR CITYWIDE SECURITY ALARM MONITORING; AND FOR OTHER PURPOSES.

WHEREAS, Advantage Security Technologies, LLC. was the sole bid received for bid IFB-24-75;

WHEREAS, this agreement covers citywide security alarm monitoring, per the unit prices; and

WHEREAS, the contract term is for one (1) year, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years.

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 Advantage Security Technologies, LLC. for citywide security alarm monitoring;

Section 2: Costs are per the unit prices;

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 _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Ray Shastid
Phone:	479-271-3170	For Department(s):	Police
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Waiving Competitive Bidding to Purchase Police Uniforms and Equipment from Galls, LLC
Action Recommendation & Justification:	Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Galls, LLC in Springdale, Arkansas, for the purchase of police uniforms and equipment, and waiving the requirement for competitive bidding. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	As the sole source provider, it is impracticable to solicit bids. Galls Springdale location promotes safety and convenience with timely and cost effective uniform measuring, fitting, alterations, and availability. Factors such as new employees, turnover, and general wear and tear, determine the actual yearly expense related to uniforms and replacements.
Amount for Approval:	\$ 154,500.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: The purchase of public safety uniforms and uniform accessories.

In 2019, the Purchasing Office conducted an internal review of public safety uniforms and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories. On March 13, 2020 Purchasing issued a Memo explaining the determination that Galls, LLC was the sole source provider for the City's public safety uniforms; a copy of this Memo is attached.

In January 2025, Purchasing has reviewed the information from previous years and consulted with the City's Police and Fire Departments, determining that there had been no change to sole source justification, or the information included in the original Memo/found in the original review of public safety uniforms and uniform accessory purchases. The current GSA Cooperative Contract (47QSWA21D008H) is used, when possible, by the Police and Fire Departments to obtain co-op pricing for certain items from Galls, LLC.

Purchasing will conduct this review annually, to determine if any change has been found and either communicate that change or adjust the recommendation for the purchase of these items.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GALLS, LLC, FOR THE PURCHASE OF BENTONVILLE POLICE DEPARTMENT UNIFORMS AND EQUIPMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$154,500.00); WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department requires a standardized and centralized provider for uniforms and equipment;

WHEREAS, Galls LLC is the sole provider for such uniforms and equipment in the area, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Galls LLC, for the purchase of uniforms and equipment for the Bentonville Police Department, in an amount not to exceed one hundred fifty-four thousand five hundred dollars (\$154,500.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: 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 uniforms and equipment for the Bentonville Police Department;

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 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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Marcus Williams
Phone:	479-271-3151	For Department(s):	Fire
Email:	mwilliams@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Approving a Waiver of Bid Request for Fire Department Uniforms from Galls, LLC
Action Recommendation & Justification:	Ordinance authorizing the Mayor and City Clerk to enter into an agreement with Galls, LLC in Springdale, Arkansas, for the purchase of fire uniforms and accessories. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	As the sole source provider, it is impracticable to solicit bids. Being located in Springdale, this provider promotes safety and convenience, allowing local, timely, and cost effective uniform measuring, fitting, alterations, and availability. Galls also carries a GSA contract # along with our BuyBoard discounts. The emergency clause is requested due to hiring new personnel that were given a basic set of uniforms because purchasing cut off in Oct. of 2024 and there were shipping delays.
Amount for Approval:	\$ 165,804.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Fire Account 102020-42020

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: The purchase of public safety uniforms and uniform accessories.

In 2019, the Purchasing Office conducted an internal review of public safety uniforms and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories. On March 13, 2020 Purchasing issued a Memo explaining the determination that Galls, LLC was the sole source provider for the City's public safety uniforms; a copy of this Memo is attached.

In January 2025, Purchasing has reviewed the information from previous years and consulted with the City's Police and Fire Departments, determining that there had been no change to sole source justification, or the information included in the original Memo/found in the original review of public safety uniforms and uniform accessory purchases. The current GSA Cooperative Contract (47QSWA21D008H) is used, when possible, by the Police and Fire Departments to obtain co-op pricing for certain items from Galls, LLC.

Purchasing will conduct this review annually, to determine if any change has been found and either communicate that change or adjust the recommendation for the purchase of these items.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GALLS, LLC, FOR THE PURCHASE OF BENTONVILLE FIRE DEPARTMENT UNIFORMS AND ACCESSORIES, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED FOUR DOLLARS (\$165,804.00); WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department requires a standardized and centralized provider for public safety uniforms and accessories;

WHEREAS, Galls LLC is the sole provider for such uniforms and accessories in the area, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Galls LLC, for the purchase of uniforms and uniform accessories for the Bentonville Fire Department, in an amount not to exceed one hundred sixty-five thousand eight hundred four dollars (\$165,804.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: 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 public safety uniforms and uniform accessories for the Bentonville Fire Department;

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 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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Curtis Sharp
Phone:	(479) 271-2151	For Department(s):	Fire
Email:	csharp@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance to Waive Competitive Bidding for Medical supplies for Paramedic Ambulances
Action Recommendation & Justification:	Ordinance requesting a waiver of bid for various purchases of medical supplies and medications for the ambulance service from the following vendors: Henry Schein, Bound Tree Medical, LiveWell Pharmacy, Stryker, Teleflex, Core Scientific Global, and Zoll Medical. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	See attached memo. An emergency clause is needed to keep the medical supplies stocked for the Ambulances.
Amount for Approval:	\$ 115,000.00

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):

102020-42090 Other Operating Supplies (Paramedic Supplies) \$115,000.00

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



Inter-office Memorandum

To: Mayor Orman and City Council
From: Curtis Sharp, Deputy Chief
CC: Justin Scantlin, Fire Chief
Camille Thompson, Staff Attorney
Patrick Johndrow, Finance Director
Kelsi Frederick, Purchasing Manager
Date: January 14, 2025
Re: Purchasing Paramedic Supplies

To ensure the best stewardship of public funding and to maintain flexibility for optimal pricing, specifically during segmented medical trends and volatility resulting from unforeseen circumstances that interrupt the supply chain, the Fire department requests bid waivers to allow purchasing from the following vendors: Henry Schein, Bound Tree Medical, Stryker, Teleflex, Core Scientific Global, Live Well Pharmacy (Tripharma), and Zoll Medical. Any aggregate purchase above \$12,500 will have three quotes to maintain compliance with the City of Bentonville Purchasing Policy.



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: Purchase of Medical Supplies for Paramedic Ambulances.

Purchasing and Compliance Department recommends the approval of bid waivers to purchase medical supplies and medications for ambulance services from the following vendors:

- Henry Schein
- Bound Tree Medical
- Stryker
- Teleflex
- Core Scientific Global
- Live Well Pharmacy (Tripharma)
- Zoll Medical

This recommendation is made to ensure the best stewardship of public funds while maintaining the flexibility needed to secure optimal pricing. The current segmented trends in the medical market and supply chain disruptions caused by unforeseen circumstances underscore the necessity of this approach.

For any aggregate purchase exceeding \$12,500, the Fire Department will secure three quotes to ensure compliance with the City of Bentonville's Purchasing Policy. This process ensures that pricing remains competitive and transparent. The selected vendors have been identified based on their ability to provide critical medical supplies and medications promptly and at competitive prices. Allowing purchases from multiple vendors provides the Fire Department with the necessary agility to respond to medical emergencies without delays caused by restrictive procurement processes.

Purchasing and Compliance recommend the approval of this bid waiver request for the vendors listed above. This will enable the Fire Department to continue delivering high-quality ambulance services to the community while adhering to the established budget and procurement policies.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AGREEMENTS FOR THE PURCHASE OF MEDICAL SUPPLIES AND MEDICATION FOR THE BENTONVILLE FIRE DEPARTMENT AMBULANCE SERVICE, THE AGGREGATE TOTAL NOT TO EXCEED ONE HUNDRED FIFTEEN THOUSAND DOLLARS (\$115,000.00), WITH VARIOUS VENDORS; WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department closely monitors and evaluates purchasing practices for routine emergency medical supplies and medications to ensure availability, compatibility, validity, and related fees;

WHEREAS, the Purchasing and Compliance Department recommends the approval of bid waivers to purchase medical supplies and medications for ambulance services from the following vendors: Henry Schein, Bound Tree Medical, Stryker, Core Scientific Global, Live Well Pharmacy (Tripharma), and Zoll Medical;

WHEREAS, this recommendation is made to ensure the best stewardship of public funds while maintaining the flexibility needed to secure optimal pricing while avoiding supply chain disruptions; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into agreements with Henry Schein, Bound Tree Medical, Stryker, Core Scientific Global, Live Well Pharmacy (Tripharma), and Zoll Medical, for the purchase of medical supplies and medication for the Bentonville Fire Department Ambulance Service, in a total amount not to exceed one hundred fifteen thousand dollars (\$115,000.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: 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 medical supplies and medication for the Bentonville Fire Department Ambulance Service;

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 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 _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Scott Mendenhall
Phone:	479-271-3190	For Department(s):	Parks and Recreation
Email:	smendenhall@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Purchase Concession Equipment from Foodservice Equipment Brokers for Phillips Park
Action Recommendation & Justification:	Resolution authorizing the purchase of miscellaneous concession equipment from Foodservice Equipment Brokers, in the amount of \$48,507.61. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This purchase is through TIPS Contract Number 231104. This is a budgeted item.
Amount for Approval:	\$ 48,507.61

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

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Scott Mendenhall, Parks and Recreation Maintenance Manager
Date: November 27, 2024
Re: Resolution to purchase Phillips Park miscellaneous Concession Equipment through the Tips Contract #231104

Resolution authorizing the purchase of miscellaneous Concession Stand Equipment for the Phillips Park concession operation from Food Service Brokers through participation in Tips Contract id# 231104 in the amount of \$48,507.61.

The new Phillips Park concession building is presently under construction and is projected to open in 2025. The parks team has consulted with food industry professionals to curate a combination of kitchen food storage, preparation and distribution equipment that will serve the requirements of a high-volume concession operation and additionally meet health and food safety regulations.

The equipment components include refrigerated merchandisers, reach in freezer and refrigerators, sandwich/salad preparation refrigerator, evaporators, ice maker, countertop hot food display case, dishwasher, and countertop food pan warmers.

The Phillips Park Concession food service equipment is a 2024 budgeted item and does not require a budget adjustment.

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



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: The purchase of miscellaneous concession stand equipment for Phillips Park

Purchasing and Compliance recommends City Council approval to purchase miscellaneous concession equipment for Phillips Park. The Phillips Park concession building, currently under construction, is a vital addition to the park and is scheduled to open in 2025. This facility will serve visitors by providing food and beverage options and enhancing the overall park experience. To ensure the building is fully operational upon completion, essential concession equipment must be procured in advance.

By leveraging the cooperative purchasing agreement through the TIPS Contract, the City is securing competitive pricing while ensuring compliance with procurement policies. Purchasing performed an evaluation of TIPS Contract # 231104, determining that the solicitation was in line with both Arkansas State Law and the City's Purchasing Policy. Approval of this purchase will allow the City to maintain progress on the Phillips Park project and ensure the facility is fully equipped to meet the needs of park visitors.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com



Invoice

11/27/2024

Project:
Philips Park Bentonville
TIPS CONTRACT # 231104

From:
Foodservice Equipment Brokers
Sean Koch
345 South 40th Street
Springdale, AR 72762-4839
(479)751-1217

Job Reference Number: 21845

Item	Qty	Description	Sell	Sell Total
1	3 ea	REFRIGERATED MERCHANDISER  True Mfg. - General Foodservice Model No. GDM-49-HC~TSL01 Refrigerated Merchandiser, two-section, True standard look version 01, (8) shelves, (2) double pane thermal insulated glass hinged doors, LED interior lights, powder coated steel exterior, white interior with stainless steel floor, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 8.5 amps, NEMA 5-15P, cULus, UL EPH Classified, Made in USA, ENERGY STAR®	\$4,593.43	\$13,780.29
	3 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.		
	3 ea	Self-contained refrigeration standard		
	3 ea	Exterior: Black powder coated steel, standard		
	3 ea	Interior: White aluminum, with white shelving, standard		
	3 ea	Left door hinged left, right door hinged right standard		
	3 ea	Illuminated sign decal: S-TS-02 "TRUE Stripe" graphic, standard		
	16 ea	TrueFlex bottle organizer, per shelf, holds 20oz. bottles	\$65.38	\$1,046.08
ITEM TOTAL:				\$14,826.37
2	1 ea	REACH-IN FREEZER  True Mfg. - General Foodservice Model No. T-49F-HC Freezer, reach-in, two-section, -10°F, (2) stainless steel doors, (6) PVC coated adjustable wire shelves, interior lighting, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, 4" castors, R290 Hydrocarbon refrigerant, 1 HP, 115v/60/1-ph, 9.6 amps, NEMA 5-15P, Made in USA, cULus, UL EPH Classified, ENERGY STAR®	\$6,547.74	\$6,547.74
	1 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.		
	1 ea	Self-contained refrigeration standard		
	1 ea	Left door hinged left, right door hinged right standard		
	1 ea	4" stem castors, standard (adds 5" to OA height)		
ITEM TOTAL:				\$6,547.74
3	1 ea	REACH-IN REFRIGERATOR	\$5,639.57	\$5,639.57

Item	Qty	Description	Sell	Sell Total
		True Mfg. - General Foodservice Model No. TS-49-HC Refrigerator, reach-in, two-section, (2) stainless steel doors, (6) gray PVC coated adjustable wire shelves, LED interior lighting, stainless steel front/sides, stainless steel interior, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1-ph, 5.4 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, Made in USA		
	1 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.		
	1 ea	Self-contained refrigeration standard		
	1 ea	Left door hinged left, right door hinged right standard		
	1 ea	4" stem castors, standard (adds 5" to OA height)		
ITEM TOTAL:				\$5,639.57
4	1 ea	SANDWICH / SALAD PREPARATION REFRIGERATOR	\$3,958.68	\$3,958.68
		True Mfg. - General Foodservice Model No. TSSU-48-12-HC Sandwich/Salad Unit, (12) 1/6 size (4"D) poly pans, stainless steel insulated cover, 11-3/4"D cutting board, (2) full doors, (4) PVC coated adjustable wire shelves, stainless steel top, front, sides, GalFan coated steel back, aluminum interior with stainless steel floor, R290 Hydrocarbon refrigerant, 1/3 HP, 115v/60/1-ph, 5.8 amps, NEMA 5-15P, cULus, UL EPH Classified Made in USA		
	1 ea	7 year compressor warranty, 7 years parts warranty, 7 year labor warranty, standard. Visit www.truemfg.com for specifics.		
	1 ea	Self-contained refrigeration standard		
	1 ea	Castors, 5" (36" work surface height) standard		
		ITEM TOTAL:		\$3,958.68
5	6 ea	EVAPORATOR	\$118.61	\$711.66
True Mfg. - General Foodservice Model No. WICKING KITS 820799				
ITEM TOTAL:				\$711.66
6	1 ea	ICE MAKER, CUBE-STYLE	\$3,834.10	\$3,834.10
		Manitowoc Model No. IYT0450A Indigo NXT™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 30"W x 24"D x 21-1/2"H, production capacity up to 490 lb/24 hours at 70°/50° (378 lb AHRI certified at 90°/70°), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech™ exterior, half-dice size cubes, R410A refrigerant, NSF, cULus, CE, ENERGY STAR®		
	1 ea	WARRANTY-ICE-SC 3 year parts & labor (Machine), 5 year parts &		

Item	Qty	Description	Sell	Sell Total
		labor (Evaporator), 5 year parts & 3 years labor (Compressor), standard		
	1 ea	(-161) 115v/60/1-ph, 11.9 amps		
	1 ea	D570 Ice Bin, 30"W x 34"D x 50"H, with side-hinged front-opening door, side grips, 532 lbs. application capacity, AHRI certified 17.9 cu. ft., for top-mounted ice maker, Duratech exterior, NSF	\$1,634.75	\$1,634.75
	1 ea	WARRANTY-BIN/DISP 3 year parts & labor warranty, standard		
	1 ea	Legs, 6" adjustable stainless steel, standard		
ITEM TOTAL:				\$5,468.85
7	1 ea	DISPLAY CASE, HOT FOOD, COUNTERTOP	\$421.33	\$421.33
		Winco Model No. 51040		
		Benchmark Hot Food Display Case, countertop, pass-thru, 16"W x 16"D x 25-1/2"H, adjustable thermostat, (3) adjustable chrome-plated racks, tempered glass side & door panels, graphics, aluminum & stainless steel construction, 450 watts, NEMA 5-15P, 120v/60/1-ph, 3.8 amps, cETLus, ETL-Sanitation (Qty Break = 1 each)		
	1 ea	One year warranty - parts only, standard		
ITEM TOTAL:				\$421.33
8	1 ea	DISHWASHER, UNDERCOUNTER	\$5,354.71	\$5,354.71
		CMA Dishmachines Model No. L-1X W/HEATER		
		Dishwasher, undercounter, 24"W x 23-1/2"D x 31"H, with sustainer heater, low temperature chemical sanitizing, (30) racks/hour, 12-1/8"H dish clearance, built-in chemical pumps & deliming system, built-in primer switches & instant start, upper & lower stainless steel wash arms with reinforced end caps, pumped drain, pump purging system, built-in strainer for water inlet, door safety switch, electrical components housed in stainless steel drawer, stainless steel construction, 4" adjustable legs, includes (1) open & (1) peg rack, 1 HP wash pump, NSF, UL, cUL		
	1 ea	115v/60/1-ph, 16.0 amps, standard		
ITEM TOTAL:				\$5,354.71
9	1 ea	FOOD PAN WARMER, COUNTERTOP	\$170.28	\$170.28
		Nemco Food Equipment Model No. 6055A		
		Countertop Warmer, wet operation, accepts 12" x 20" full size pan or fractional size pans, adjustable thermostat, cycling indicator pilot light, stainless steel construction, 1200 watts, NEMA 5-15P, 120v/60/1ph, 10 amps, cETLus, NSF		
	1 ea	1 year parts & labor warranty, standard		
ITEM TOTAL:				\$170.28
10	1 ea	DELIVERY	\$250.00	\$250.00
		Foodservice Equipment Brokers Model No. DELIVERY CHARGE		
		Local Delivery		

Item	Qty	Description	Sell	Sell Total
			ITEM TOTAL:	\$250.00
11	1 ea	SET IN PLACE	\$525.00	\$525.00
		Foodservice Equipment Brokers Model No. UNCRATE		
		Delivery, Uncrating, Set In Place		
			ITEM TOTAL:	\$525.00
			Merchandise	\$43,874.19
			Freight	\$425.00
			Tax 9.5%	\$4,208.42
			Total	\$48,507.61

TO THE CUSTOMER: Thank you for the opportunity to provide you with this quote. Please review the terms and conditions below so we can provide you the best possible service. Please note that all quotes do "NOT" include plumbing or electrical hook up unless specifically noted on the quote.

PRICING: The pricing contained in this quote is normally good for 30 calendar days or until the contract is signed whichever is less. HOWEVER, due to the issues concerning tariffs, it is possible that changes occur prior to the expiration of the 30 days in which case we reserve the right to alter the pricing.

PAYMENT: Foodservice Equipment Brokers (FEB) retains ownership of the product quoted until it is paid for in full. As such FEB reserves the right to reclaim the product from the customer premise in the event the amounts due and owed are not remitted timely. This quote is presented to you with the understanding that the products and services listed will be paid via cash or check. Due to the competitive nature of this quote, choosing to pay with a credit card will result in a 3% service charge on the total amount of the project.

A down payment of 50% of the total quote is required before any of the product is ordered. The remaining 50% is due prior to delivery. Any deviation from this payment schedule requires approval from FEB management in advance of product delivery.

Returned checks for insufficient funds will be assessed a \$30.00 fee. No deliveries will be made until the amount of the check, the total balance of the quote and the \$30.00 has been paid. ANY PAST DUE ACCOUNTS ARE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH, 18% PER ANNUM.

RESTOCKING POLICY: Custom made product can never be returned to FEB. It is imperative that you and your salesperson closely review all drawings to insure that all facets of the requested product will meet your needs. Once the product is made to the agreed upon specifications, it can not be returned.

Products that are special order inventory items for FEB can only be returned at the manufacturer's approval. Manufacturer approved items for return require the product to ship back in the original packaging, unused, undamaged, a 30% restock fee, and the cost of freight to send it back.

The purchaser agrees to all of the terms as stated above and acceptance of them is shown through the signature below.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$48,507.61

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH FOODSERVICE EQUIPMENT BROKERS, FOR THE PURCHASE CONCESSION EQUIPMENT AT PHILLIPS PARK, IN AN AMOUNT NOT TO EXCEED FORTY-EIGHT THOUSAND FIVE HUNDRED SEVEN DOLLARS AND SIXTY-ONE CENTS (\$48,507.61); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Parks and Recreation Department requests to enter into an agreement with Foodservice Equipment Brokers, for the purchase miscellaneous concession equipment for Phillips Park;

WHEREAS, this purchase is pursuant to TIPS Contract #231104;

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 Foodservice Equipment Brokers, for the purchase of miscellaneous concession equipment for Phillips Park, in an amount not to exceed forty-eight thousand five hundred seven dollars and sixty-one cents (\$48,507.61);

Section 2: Since this purchase is being made through TIPS Contract #231104, utilizing State law and the City's Purchasing Policy, this does not need to be bid;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Kelsi Frederick
Phone:	479-271-3115	For Department(s):	Purchasing and Compliance
Email:	kfrederick@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Amend Exhibit "A" Purchasing Policy in Resolution 6-22-2021T
Action Recommendation & Justification:	Approve a Resolution to amend the City of Bentonville Purchasing Policy, Exhibit "A", in Resolution 6-22-2021T, as described in the proposed revisions (in red) in the attached copy. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	The City approved the Purchasing Policy via Resolution in June of 2021. Since its approval, we have identified minor corrections needed. These changes include corrections to the updated department name and addressing the modification of purchasing threshold requirements.
Amount for Approval:	\$ 0

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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. _____

**A RESOLUTION ADOPTING REVISIONS TO THE CITY OF
BENTONVILLE PURCHASING POLICY; AND FOR OTHER PURPOSES.**

WHEREAS, the City’s Purchasing Policy was adopted by City Council in June 2021;

WHEREAS, the Purchasing Manager and Legal Department, recommend revisions to the Purchasing Policy to reflect the updated department name and increased competitive bidding threshold authorized by state law; and

WHEREAS, the provision of Arkansas Code Annotated §14-58-303(b)(3) set the parameters for the competitive bidding threshold increase from thirty-five thousand dollars (\$35,000.00) to forty-two thousand nine hundred twenty-one dollars (\$42,921.00).

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

Section 1: That the City of Bentonville Purchasing Policy is updated to reflect the revisions contained 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 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 _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



CITY OF BENTONVILLE PURCHASING **AND COMPLIANCE POLICY**

Adopted: June 22, 2021

Amendment 1 Adopted: October 24, 2023

Amendment 2 Adopted: January 14, 2025

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SECTION 1 **Purchasing and Compliance Department**

Mission Statement

To help administrate City expenditures in a transparent, ethical, personalized and value-added manner, providing clarity and simplification internally, for vendors and for citizens of Bentonville.

Purpose

The Purchasing and Compliance Department assists and directs City Departments with of City funds, ensuring expenditures, contracts, procurements, and sales (surplus property) are processed in an open and competitive, legal manner according to applicable laws, assists in contract and project compliance, and oversees or audits internal programs supporting the efficient and legal expenditure of City funds, including but not limited to Purchase Cards (P-Cards) and vendor membership or reward programs.

SECTION 2

Purchasing and Compliance Policy Introduction

This Policy is intended to govern how the City of Bentonville expends funds for certain purchases, ensuring that the methods used to acquire the goods or services are consistent with applicable laws and this Policy. Such standards shall not permit the procurement of items in violation of existing contractual obligations or any type of illegal procurement practices.

This Policy is not intended to be an exhaustive definition and does not include all procurement requirements and situations, but rather it is intended to govern the specific types of procurement procedures outlined herein.

All procurement requirements, excluding the dollar amount threshold for City Council approval, shall be automatically adjusted in accordance with changes in Arkansas State Law at the time they become effective as if they were included herein.

This Policy has been written to primarily cover the following areas according to dollar amount thresholds, in addition to other policies related to the expenditure of funds:

- a) Quote Thresholds
 - i. Single item over \$2,499.99
 - ii. Aggregate total over \$12,499.99
- b) Professional Service Procurement Threshold
 - i. Agreement total of \$20,000.00 or more, but less than **\$42,921.00**
- c) Council Approval Threshold
 - i. Expenditures of **\$42,921.00** or more that are not on State Contract.

This Policy is designed to:

- a) Ensure practices related to the expenditure of City funds are open and competitive, legal, transparent and fiscally responsible;
- b) Simplify and standardize items or services being purchased;
- c) Make the process of purchasing efficient for both internal Departments and vendors doing business with the City; and
- d) Eliminate unnecessary or unauthorized purchases.

2.1 Applicable Laws

The City's procurement laws, rules and practices shall follow all applicable state and local laws and ordinances, whether or not outlined in this Policy as if they were included herein. .

- a) The dollar threshold for the requirement of Council approval shall be adjusted in accordance with Act 435 of Arkansas State Law, as follows: beginning January 1, **2030**, and on each January **1st** at subsequent five-year intervals. The amounts under this subdivision shall be adjusted to reflect the percentage increase in the Consumer Price Index for All Urban Consumers or its successor, as published by the United States Department of Labor for the five years immediately preceding the percentage increase and rounded to the nearest whole number.
It is the intent of this Policy to bring to City Council a request to increase the amount in accordance with state law at the time an adjustment to the amount is made.
- b) The Legal Department shall evaluate any necessary revisions to this Policy annually. Any material revision to this Policy shall be approved by the Bentonville City Council.

2.2 Authority of the Purchasing and Compliance Manager

The Purchasing and Compliance Manager has the authority to approve or reject purchases, to determine solicitation methods, to approve or reject sole source justification, to waive quote requirements when in the best interest of the City or when the purchase classifies as sole source, and to institute procedures related to procurement and contracting practices. In the event that the need arises, the Staff Attorney or designee shall have the same authority as the Purchasing and Compliance Manager.

2.3 Coordination with Finance Department

The Purchasing and Compliance Manager shall coordinate with the City of Bentonville Finance Department frequently as to the state of the City's finances, as related to funding sources and compliance of items such as bonds, federal funds, and grant funds. In instances where the Purchasing and Compliance Manager becomes aware of Departments spending outside of their budget or engaging in any other financially related activity that warrants review from the Finance Department, the Purchasing and Compliance Manager shall alert the Staff Attorney and the Finance Director or designee, and assist as needed.

SECTION 3

Expenditure Below the Council Threshold

3.1 Quote Requirements

The quote requirements are internal controls in place to ensure fiduciary responsibility in expenditure of City funds (state law does not govern these thresholds).

The quote requirements apply to all expenditures under this Section unless otherwise specified.

1. Exceptions to the Quote Requirements

- a) Expenditures under the quote thresholds outlined in this policy;
- b) Repairs;
- c) Replacement items, which require use of the same exact item due to equipment or processes currently in place where the functionality or façade is dependent on use of the exact item;
- d) Sole Source purchases (with documentation/justification approved by the **Purchasing and Compliance** Manager);
- e) Waivers to the quote requirements approved by the **Purchasing and Compliance** Manager in writing;
- f) When quotes are not required, purchasers are still encouraged to obtain quotes when possible, or when pricing appears not to be in the best interest (value) to the City.

2. Amounts Included in Quote Requirement Thresholds

The total expenditure, including all taxes, delivery fees and other charges is subject to the quote thresholds. Taxes, delivery fees and accessorial charges do not constitute as multiple items.

Example: If a single item has a cost of \$2,450.00 pre-tax, the single item quote threshold would apply since the total cost for that item would be \$2,682.75 after tax (9.5%).

3. Single Item Quote Requirement: \$2,500.00 or More

- a) **Definition:** Expenditures for a single item with a cost of \$2,500.00 or more.
- b) **Requirement:** Three quotes. Quotes can either be notated on the Requisition by the purchaser or hard copy quotes can be attached. Hard copy means written format and can include emails, online shopping carts etc. Documentation of the quotes obtained must be included in the Requisition submitted for the purchase.

4. Aggregate Total Quote Requirement: \$12,500.00-\$42,921.00

- a) **Definition:** Expenditures for multiple items (aggregate total) with a total cost of \$12,500.00 or more. The Single Item Quote Threshold applies for any single item in the purchase with a cost of \$2,500.00 or more.
- b) **Requirement:** Three hard copy quotes. Hard copy means written format and can include emails, online shopping carts etc. Documentation of the quotes obtained must be included in the Requisition submitted for the purchase.

3.2 Procurement for Professional Services: Formal Selection Process Threshold

A Professional service is defined as a service that has been declared in Arkansas State Law (§19-11-800), or has been declared a professional service by a 2/3 vote from the City Council.

- a) The procurement policies for professional services, as outlined in this Section, apply to agreements with a total cost of \$20,000.00 or more (but less than **\$42,921.00**).
- b) Agreements with a total cost less than \$20,000.00 do not require a formal selection process.

1. Procurement for Declared Professional Services

This Section shall govern the procurement methods used for professional services as declared by state law or City ordinance that meet the Formal Selection Process Threshold.

- A) Annual Statement of Qualifications:** Annually, the **Purchasing and Compliance** Department shall solicit Statements of Qualifications from firms providing the professional services for the City's 'Annual Statement of Qualifications List' (hereinafter referred to as the 'List').
- (1) **Advertisement:** The request shall be published statewide in a newspaper (or in other approved manners, such as online, pursuant to current applicable laws).
 - a. A minimum of three weeks shall be allowed for firms to submit their Statement of Qualifications.
 - (2) **Submissions Post Deadline:** Firms may submit their Statement of Qualifications after the deadline listed in the advertisement, if they meet all requirements; however, depending on when the firm submits, they may not be considered for projects that are already initiated.
 - (3) **Selection:** The City Department in charge of the project shall select a minimum of three (3) firms from the List for evaluation.
 - a. In the event that the List does not contain three (3) applicable firms, all firms on the List whom offer the services needed shall be selected for evaluation.
 - b. The firms selected shall be notified of their selection.
 - c. A Selection Committee shall be formed consisting of at least three (3) City employees to evaluate the submissions.
 - d. Evaluation shall be based on the criteria included in §19-11-800 et seq., as well as additional project specific criteria based on the Department's needs.
 - e. Selection shall be in accordance with §19-11-800 et seq.
 - f. Once selection has been made and contract negotiations have been finalized, firms shall be notified of their status (i.e. not selected for award).
 - (4) **Award:** The selected firm shall be formally notified that they have been awarded the contract.
 - (5) **Agreement:** The agreement shall be fully executed prior to Requisition entry.
- B) Request for Qualifications:** For procurement of professional services, when use of the List is not practical, a Request for Qualifications shall be issued.
- (1) **Notification:** Notification shall be published on the City's website and emailed to potential service providers.
 - (2) **Solicitation Period:** A minimum of ten days shall be allowed for firms to submit Statements of Qualifications.
 - (3) **Deadline:** No submissions shall be accepted past the deadline stated in the notification.
 - (4) **Evaluation:** Evaluation of the submissions shall be in accordance with §19-11-800 et seq.
 - (5) **Selection:**
 - a. A Selection Committee shall be formed consisting of at least three (3) City employees to evaluate the submissions.
 - b. Evaluation shall be based on the criteria included in §19-11-800 et seq., as well as additional project specific criteria based on the City Department's needs.
 - c. The Selection Committee may choose to, but is not required to, conduct interviews with any or all of the submitting firms.
 - d. Selection shall be in accordance with §19-11-800 et seq.
 - e. Once selection has been made and contract negotiations have been finalized, firms shall be notified of their status.
 - (6) **Award:** The selected firm shall be formally notified that they have been awarded the contract.
 - (7) **Agreement:** The agreement shall be fully executed prior to Requisition entry.

3.3 Emergency Purchases

Emergency purchase means the acquisition of commodities or services, which if not immediately initiated, will endanger life, health, or safety of the City, citizens, or other state property, or the functional capability of the City.

- a) The requesting Department is required to notify the **Purchasing and Compliance** Manager of the emergency purchase need and state that the emergency applies to the meaning of an 'Emergency Purchase'.
- b) The **Purchasing and Compliance** manager shall have the authority to approve or reject the emergency purchase, based on the justification submitted by the Department for the purchase.

3.4 Arkansas State Contract Purchases

- a) Purchases from Arkansas State Contract are excluded from the quote requirements.
- b) Documentation of the State Contract, including documentation that each item being purchased is included on the Contract, is required to be included on the Requisition for the purchase.

3.5 Cooperative (Co-Op) Purchases

- a) Purchases through a cooperative contract meeting the following requirements are excluded from the quote requirements:
 - i. The City is a member of the cooperative;
 - ii. The cooperative is intended or otherwise directed for municipal use, as determined by the **Purchasing and Compliance** Manager.
 - iii. Documentation of the Co-Op contract, including documentation that each item being purchased is included on the Contract, is required to be included on the Requisition for the purchase.

SECTION 4

Expenditures Meeting or Exceeding the Council Threshold

Except as provided for herein or by law otherwise, any expenditure for any purchase or contract with a cost of \$42,921.00 or more requires approval from the Bentonville City Council prior to purchase, signing of any documents or any other type of purchase completion.

- a) This Section is governed by Arkansas State Law and City of Bentonville Ordinance including, but not limited to:
 - i. State Law: §14-47-138, §14-58-303; and
 - ii. City Ordinance: Sec.2-377-Sec.2-378.
- b) Expenditures of \$42,921.00 or more are subject to the formal procurement methods herein, in accordance with laws applicable to the specific type of expenditure (type of service, item, project, associated funds, etc.).
 - i. If the required procurement method is not contained in this Policy, Arkansas State Law shall govern the type of procurement and process used.
- c) Purchases excluded from this shall be in accordance with §14-58-104.
- d) City Departments are required to consult with the Purchasing and Compliance Manager for any expenditure of \$42,921.00 or more to ensure procurement is in accordance with applicable laws and requirements.
- e) When this Section references a minimum requirement for the advertisement/solicitation period (ten (10) days) it shall be understood that while this is the minimum requirement, the Purchasing and Compliance Department's recommendation for any solicitation is to have an advertisement/solicitation period of twenty-one (21) days or more (not to exceed ninety (90) days).

4.1 Formal Sealed Competitive Bids

Except as provided for otherwise herein or in accordance with state law, where the amount of the expenditure for any purchase or contract exceeds the sum of \$42,921.00 formal competitive sealed bids must be solicited in accordance with state law (§14-58-303).

- A) General:** Contracts made for purchases of goods, services or other items exceeding \$42,921.00 shall be made by legal advertisement published in a newspaper with local circulation (or in other approved manners, such as online, pursuant to current applicable laws). The advertisement shall state that bids will be received, opened, and read in public at a particular time, place and date. Bids received pursuant to such advertisement shall be opened no less than ten (10) days (excluding the first day of advertisement) from the first day of advertisement. Such bids shall be made on the bid documents and specifications prepared by the Purchasing and Compliance Department, or engineer/architect prepared bid documents approved by the Purchasing and Compliance Manager, and shall be received in a sealed envelope or other appropriate container and not opened until the time established by the advertisement.
- B) Purchase Type Specific Requirements:** Advertisement, solicitation period, pre-bid meeting, bid and performance and payment bond, and other process requirements apply to certain types of purchases dependent on the funding, type of project or application of particular items. The Purchasing and Compliance Manager is responsible for identifying the specific requirements for any sealed competitive bid solicitation to ensure it is in accordance with applicable laws.
- C) Invitation for Bid (IFB) Document and Bid Evaluation:** The bid documents and specifications shall be definite and specific. Award shall be made to the most responsive and responsible, qualified, lowest bidder, with evaluation factors including, but not limited to cost, determination of compliance with the specifications and conditions specified in the bid documents, and the bidders past performance with the City. The Purchasing and Compliance Manager may use judgmental consideration to determine if the bidder's offer complies with the specifications and conditions if such considerations can be demonstrated to be reasonable, appropriate, and fairly applied. The Purchasing and Compliance Manager will rely on the Department for determination of any bidder's ability to meet the technical specifications of the bid.

- D) Signing of Bid Submission:** All bid submissions must be signed by a person authorized to bind the individual or company to the agreement.
- E) Non-Responsive Bids:** The **Purchasing and Compliance** Manager has the authority to reject any bid, which is materially non-responsive to the requirements set forth in the bid documents, as determined by the **Purchasing and Compliance** Manager. The following non-responsive items shall result in automatic rejection of any bid submission:
- (1) The bid is submitted late (ex. if the bid opening time is 1:30pm, all bids must be submitted prior to 1:30pm);
 - (2) The bid is unsigned;
 - (3) A Bid Bond is not included (when required).
 - (4) A Non-Collusion Affidavit is not included, signed and notarized (when required).
- F) Cancellation of Award:** The **Purchasing and Compliance** Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.
- G) City's Right to Reject and Waive Informalities:** The City of Bentonville shall have the right to reject any or all bids and to waive informalities according to the City's best interest.
- H) Withdrawal of Bids:** Bids may be withdrawn by the bidder after submission for revisions or modifications at any time prior to the deadline for receipt of bids (or bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the bidding documents, hand delivered or mailed communication. After bids are opened, they shall be irrevocable for the period specified in the bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the **Purchasing and Compliance** Manager, is suspected by the **Purchasing and Compliance** Manager or the bidder, or unless bidder is permitted to withdraw their bid pursuant to Arkansas State Law.
- I) Nonjudgmental Bid Document Mistakes:** If a nonjudgmental mistake is suspected, such as a math error, the bidder shall submit a written request to the **Purchasing and Compliance** Department requesting either to withdraw their bid submission or to correct the nonjudgmental mistake. If the City becomes aware of the mistake prior to the bidder, the bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the **Purchasing and Compliance** Department to verify a correction or requesting to withdraw their bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the bidding documents), hand delivered or mailed communication. Once a bid has been verified, it shall be considered submitted, as verified.
- (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
 - (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the bid shall be considered nonresponsive and shall be rejected.
- J) Permit to Withdraw:** The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.
- K) Multiple Bids:** Bidders are prohibited from submitting multiple bids for the same product in response to a competitive sealed bid solicitation. If a bidder submits multiple bids for the same product, all bids from that bidder will be rejected.
- L) Exception for Different Models:** If the bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the bidder may submit multiple bids in response to a competitive sealed bid solicitation as long as the following requirements are met:
- (1) The bids are submitted in separate sealed envelopes; and
 - (2) The products being proposed in each submission are different makes, models or otherwise types of products.

- M) Tie Bids:** If two or more bids are submitted for the same price, award shall be made to the most responsive and responsible, qualified, bidder as determined through evaluation by the **Purchasing and Compliance** Manager and Department requesting the bids.
- N) Bid Security/Bid Bond:** If it is determined that a bid security (bond) is required for a certain sealed bid solicitation, the bid security shall be in the form of a bid bond, certified check or cashier's check in the amount specified in the bidding documents. The cashier's check shall not have an expiration date causing the check to be void less than 120 days of the bid opening date. No personal or company checks shall be accepted as a bid security. Unless otherwise specified in the bidding documents, the amount of the bid security shall be 5% of the total bid price. The bid security shall be payable without condition to the City of Bentonville.
- (1) The bid security for the lowest three (3) bids shall be retained until the bid has been awarded.
 - (2) The bid security, if in the form of a certified check or cashier's check, shall be returned to unsuccessful bidders after the bid has been awarded; the bid security may be returned to unsuccessful bidders prior to the bid award if they did not submit one of the lowest three bids. If submitted in the form of a bid bond, the bid bond shall only be returned to the bidder if requested by the bidder via written communication.
 - (3) Applicable laws shall govern the requirement for a bid security or, if there are no applicable laws, at the discretion of the **Purchasing and Compliance** Manager.
- O) Re-Bid:** The **Purchasing and Compliance** Manager may re-solicit bids for any reasons determined to be in the City's best interest. Such re-solicitation shall not be for the purpose of directing the award to a particular bidder. If the original request for bids received no responses or no qualified responses, a re-bid invitation shall be issued. The re-bid invitation shall clearly state that it is a re-bid of the original solicitation, if the exact item/services is being re-bid. If the re-bid invitation receives no responses or no qualified responses and the Department is aware of a vendor able to perform the service, but which did not respond to the invitation for bid or re-bid, it shall be determined to be impractical to re-bid and may be recommended to the City Council as a Waiver of Bid.
- P) Award:** The lowest, most responsible and responsive, qualified bid that meets the City Department's needs and is in the City's best interest shall be selected for award.

4.2 Procurement for Construction

Construction services, including procurement of a Construction Manager, shall be procured in accordance with state law, including but not limited to the following Statutes:

- a) §14-58-303: Purchases-Contracts
- b) §14-58-1001: Projects Exceeding Two Million Dollars
- c) §22-9-203: Public Improvements Generally
- d) Solicitation procedures under these statutes shall be orchestrated and approved by the **Purchasing and Compliance** Manager.

4.3 Emergency Purchases

Emergency purchase means the acquisition of commodities or services, which if not immediately initiated, will endanger life, health, or safety of the City, citizens, or other state property, or the functional capability of the City.

- a) Emergency purchases shall be in accordance with Arkansas Statute §19-11-204.
- b) The requesting City Department is required to notify the **Purchasing and Compliance** Manager of the emergency purchase need and state that the emergency applies to the meaning of an 'Emergency Purchase'.
- c) The **Purchasing and Compliance** Manager shall have the authority to approve or reject the emergency purchase, based on the justification submitted by the City Department for the purchase.
- d) In the event that the emergency purchase exceeds the \$42,921.00 threshold, the emergency purchase requires approval from the Mayor and shall be presented to the City Council at the next available City Council meeting for notification of the emergency purchase made.

4.4 Waiver of Bid

Waiver of Bid is waiving the requirement to competitively solicit bids.

- A) A City Department may request a Waiver of Bid if the following applies:
 - (1) It is an Emergency Purchase (as defined in Section 2, 2.01, 4-Emergency Purchases);
 - (2) It is a Sole Source purchase, meeting the following requirements:
 - i. The item or service is only available from one supplier or manufacturer. For the sole source purchase of an item, a formal letter is required from the manufacturer stating the sole source nature;
 - ii. Replacement items, which require use of the same exact item due to equipment or processes currently in place where the functionality is dependent on use of the exact item; or
 - iii. The item or service has been approved by the **Purchasing and Compliance** Manager in writing, as sole source based on the evidence provided by the City Department;
 - (3) The sealed competitive bid process is determined to be not feasible or practical by the **Purchasing and Compliance** Manager in writing, or as provided under state law (§ 14-58-104).
- B) A Waiver of Bid purchase shall not exceed \$1,000,000.00 except in qualifying circumstances where soliciting bids, or use of any other legal form of competitive procurement, is not feasible or practical.
- C) The Waiver of Bid request requires written approval from the **Purchasing and Compliance** Manager, Staff Attorney, or Mayor prior to being submitted to the City Council.

4.5 Arkansas State Contract Purchases

Purchases from Arkansas State Contract, including those pursuant to §14-58-104, are excluded from the requirements set forth for formal procurement processes and approval from the City Council. These contracts are determined to have been solicited through a competitive or otherwise legal manner.

- a) The use of an Arkansas State Contract for purchases of \$42,921.00 or more requires approval from the **Purchasing and Compliance** Department.

4.6 Cooperative (Co-Op) Purchases

- A) Purchases through a cooperative contract shall be permitted when the following requirements are met:
- (1) The City is a member of the cooperative;
 - (2) The cooperative is intended or otherwise directed for municipal use, as determined by the **Purchasing and Compliance** Manager;
 - (3) The cooperative contract has been properly vetted by the **Purchasing and Compliance** Department in regards to its compliance with procurement laws, specifically its similarity to or otherwise compliance with Arkansas procurement laws;
 - (4) The **Purchasing and Compliance** Manager has provided written approval for use of the cooperative contract and subsequent presentation to the City Council for award.

4.7 Procurement for Professional Services

A Professional Service is defined as a service that has been declared in Arkansas State Law (§19-11-800) as such, or has been declared a professional service by a 2/3 vote from the City Council.

- a) In accordance with state law, professional services, as declared by state law or City ordinance, shall not be competitively bid and the procurement methods for 'Declared Professional Services' herein shall apply;
- b) For services requiring a professional, which are not declared professional services by state law or City ordinance, the procurement methods for 'Procurement for Undeclared Professional Service' herein shall apply;
- c) For services resulting in revenue for the City, the procurement methods for 'Procurement for Services Resulting in Revenue' herein shall apply; and
- d) The final Agreement for any declared professional services, undeclared professional services and services resulting in revenue shall be included in the packet for presentation to City Council.

1. Procurement for Declared Professional Services

This Section shall govern the procurement methods used for professional services as declared by state law or City ordinance.

- A) **Annual Statement of Qualifications:** In accordance with §19-11-800 et seq., annually, the **Purchasing and Compliance** Department shall solicit Statements of Qualifications from firms providing the professional services for the City's 'Annual Statement of Qualifications List' (hereinafter referred to as the 'List').
- (1) **Advertisement:** The request shall be published statewide in a newspaper (or in other approved manners, such as online, pursuant to current applicable laws).
 - i. A minimum of three (3) weeks shall be allowed for firms to submit their Statement of Qualifications.
 - (2) **Submissions Post Deadline:** Firms may submit their Statement of Qualifications after the deadline listed in the advertisement, if they meet all requirements; however, depending on when the firm submits, they may not be considered for projects that are already initiated.
 - (3) **Review with **Purchasing and Compliance** Department:** The City Department requiring use of the List shall notify the **Purchasing and Compliance** Department and review the project and budget amount. The **Purchasing and Compliance** Manager shall have the authority to approve use of the List for these Projects or to require a Request for Qualifications be issued based on the **Purchasing and Compliance** Manager's determination after evaluation of factors such as the project type, budget amount and number of firms on the List whom offer the services needed.

- (4) **Evaluation:** The City Department in charge of the project shall select a minimum of three firms from the List for evaluation.
 - i. In the event that the List does not contain the minimum amount of firms to be selected for evaluation whom offer the services needed, all firms on the List whom offer the services needed shall be selected for evaluation.
 - ii. The firms selected shall be notified of their selection.
 - iii. A Selection Committee shall be formed to evaluate the submissions. Evaluation shall be based on the criteria included in §19-11-800 et seq., as well as additional project specific criteria.
- (5) **Selection:** Selection shall be in accordance with §19-11-800 et seq.
 - i. Once selection has been made and contract negotiations have been finalized, firms shall be notified of their status (i.e. not selected for award).

B) Request for Qualifications: For procurement of professional services, when use of the List is not deemed practical, a Request for Qualifications shall be issued.

- (1) **Advertisement:** An advertisement shall be published in a newspaper with local circulation (or in other approved manners, such as online, pursuant to current applicable laws) requesting Statements of Qualifications for the services.
 - i. A minimum of ten (10) days shall be allowed for firms to submit sealed Statements of Qualifications.
- (2) **Deadline:** No submissions shall be accepted past the deadline stated in the advertisement. Submissions received after the deadline shall be rejected and may be returned to the submitting party at their expense.
- (3) **Evaluation:** Evaluation of the submissions shall be in accordance with §19-11-800 et seq.
 - i. A Selection Committee shall be formed consisting of at least three members to evaluate the submissions.
 - ii. Evaluation shall be based on the criteria included in §19-11-800 et seq., as well as additional project specific criteria.
 - iii. The Selection Committee may choose to, but is not required to, conduct interviews with any or all of the submitting firms.
- (4) **Selection:** Selection shall be in accordance with §19-11-800 et seq.
 - i. Once selection has been made and contract negotiations have been finalized, firms shall be notified of their status.
- (5) **Software:** Software shall be procured through an RFP or other procurement method consistent with the procurement of professional services as approved by the **Purchasing and Compliance** Manager. When City employees are reviewing software for a potential need, they may watch demonstrations or webinars to form a baseline opinion of the software; however, they shall not proceed into negotiations or contract discussions with a software provider without a formal solicitation process (RFP or other approved method).

2. Procurement for Undeclared Professional Services

A Service that has not been declared a professional service by state law or City ordinance may be evaluated for procurement through a Request for Proposals solicitation and awarded through the City Council as a Waiver of Bid, provided that the service is one that is not feasible or practical to bid, as determined by the **Purchasing and Compliance** Manager's review of the City Department's justification. If a Request for Proposals solicitation is approved by the **Purchasing and Compliance** Manager, solicitation shall be in accordance with the below.

- (1) **Advertisement:** An advertisement shall be published in a newspaper with local circulation (or in other approved manners, such as online, pursuant to current applicable laws) requesting sealed proposals.
 - i. A minimum of ten days shall be allowed for interested parties to submit their proposals.
- (2) **Deadline:** No submissions shall be accepted past the deadline stated in the advertisement.
 - i. Submissions received after the deadline shall be rejected and may be returned to the submitting party at their expense.
- (3) **Evaluation Criteria:** The criteria which will be used for evaluation shall be clearly defined in the solicitation documents and may also be included in the advertisement.
- (4) **Selection:** A Selection Committee shall be formed, consisting of a minimum of three (3) members.
 - i. The Selection Committee shall evaluate the proposals and rate them based on the criteria outlined in the Request for Proposals.
 - ii. Interviews may be conducted, but are not required.
 - iii. The Selection Committee shall select the Proposal which received the highest rating.
- (5) **Negotiation:** The City Department may negotiate pricing and services with the selected proposer.

4.8 Procurement for Services Resulting in Revenue

Services for the City which result in revenue (such as concessions), shall be solicited via a Request for Proposals solicitation. A solicitation for these types of services requires approval from the **Purchasing and Compliance** Manager. If a Request for Proposals solicitation is approved by the **Purchasing and Compliance** Manager, solicitation shall be in accordance with the below.

- (1) **Advertisement:** An advertisement shall be published in a newspaper (or in other approved manners, such as online, pursuant to current applicable laws) with local circulation requesting sealed proposals.
 - i. A minimum of ten (10) days shall be allowed for interested parties to submit their proposals.
- (2) **Deadline:** No submissions shall be accepted past the deadline stated in the advertisement. Submissions received after the deadline shall be rejected and may be returned to the submitting party at their expense.
- (3) **Evaluation:** The criteria which will be used for evaluation shall be clearly defined in the solicitation documents or advertisement.
- (4) **Selection:** A Selection Committee shall be formed, consisting of a minimum of three (3) members.
 - i. The Selection Committee shall evaluate the proposals and rate them based on the criteria outline in the Request for Proposals.
 - ii. Interviews may be conducted, but are not required.
 - iii. The Selection Committee shall select the Proposal which received the highest rating.
- (5) **Negotiation:** The City Department may negotiate payments to the City and services with the selected proposer.

SECTION 5

Procurement Procedure Policies

5.1 Local Procurement Preference: Purchases Under \$42,921.00

Pursuant to §14-58-105, in the procurement of public works projects, capital improvements, commodities, materials, equipment, and services procured by the City, where the expense is under the formal bid threshold of \$42,921.00, the following local preference shall be granted:

- A) Local Firm Resident:** For bidders whom meet the definition of “local firm resident” in the City of Bentonville, the following percentage preference shall be applied: Five Percent (5%) preference from the total cost proposed.
- (1) In no event shall the total amount of the preference exceed \$1,000.00.
 - (2) In no event shall the total amount of the preference cause the purchase price to exceed the budget amount or other dollar figure set (such as an engineer’s estimate) for the item or service. If the preference causes the purchase price to exceed the budget amount or other dollar figure set for the item or service, there shall be no local preference granted.
 - (3) To be eligible the vendor claiming preference must request application of the preference in writing and provide proof that they are eligible to meet the definition of a “local firm resident”. In no event shall the City be responsible for researching or otherwise determining a bidder to be a “local firm resident” when that Bidder has not clearly identified and proven themselves to be eligible as such. Furthermore, the City shall not be responsible for the automatic application of the preference in instances where a vendor does not claim the preference in writing.
 - (4) The Local Procurement Preference shall only apply in comparing pricing when one or more quotes (or other pricing document) are by a firm resident and the other quote or quotes are by a nonresident firm.
 - (5) The Local Procurement Preference shall not apply to the procurement of professional services as declared by state law or City ordinance.
 - (6) The Local Procurement Preference shall not apply to expenditures of \$42,921.00 or more (see Section 5.2).

5.2 Local Procurement Preference: Purchases \$42,921.00 or more

In the procurement of public works projects by the City, where the expense is or exceeds \$42,921.00, the Local Procurement Preference as described in §19-11-259 shall apply.

- A) Purchasing and Compliance** Policy Section 5.1 shall not apply in this instance and instead §19-11-259 shall apply.

5.3 Encouragement for Participation

- a) For the expenditure of funds, it shall be the policy of the City of Bentonville to encourage the development and participation of small, minority owned and women owned businesses. The City shall actively encourage utilization of these businesses for City contracts as both prime and subcontractors, and each City Department shall be encouraged to develop goals for the inclusion of these businesses.
- b) It shall be the policy of the **Purchasing and Compliance** Department to make reasonable accommodations, as permitted by law, to encourage the participation of these businesses in the procurement of goods and services. These accommodations may include but are not limited to offering introductory meetings for information regarding how the City procures goods and services, offering solicitation instructions in the business's primary spoken language when possible, and the prohibiting of solicitation methods and/or timelines which would knowingly prohibit participation by small, minority owned, women owned or disadvantaged businesses.
- c) The City shall refer to state and federal definitions of small, minority owned, women owned businesses.

5.4 Split Purchasing Prohibited

- a) No City employee shall cause a purchase to be split into smaller amounts for the purpose of avoiding applicable procurement laws or City policies. Split purchasing means separating a purchase that exceeds a purchase limit or threshold into two or more transactions as a means of avoiding the rules or restrictions that apply to purchases above the limit or threshold.

5.5 Gifts Prohibited

- a) Any City of Bentonville employee in the **Purchasing and Compliance** Department shall be prohibited from receiving gifts of any kind, for any dollar amount, from vendors or parties otherwise interested in or currently doing business with the City.
- b) Gifts include, but shall not be limited to: food for the Purchasing staff, drinkware, shirts, tickets, candies, discounts, or any other type of gift.
- c) If an employee of the **Purchasing and Compliance** Department is not on-site to refuse receipt of a gift delivered, the **Purchasing and Compliance** Manager shall deliver the items to the Human Resource Department for donation or use in other Departments and alert the gifting party of the City's policy for employees of the **Purchasing and Compliance** Department.

5.6 Purchase Card Program (P-Card Program)

The City operates a Purchase Card (P-Card) program, which City Departments may choose to participate in by requesting a P-Card for themselves, their Department, or other City staff members in their Department.

- A) The P-Card shall not be used to replace traditional procurement methods; however, P-Cards are essential when placing orders over the Internet and they simplify the purchase of low-dollar value goods.
- B) The P-Card may be issued directly in the name of the cardholder or in the Department's name (for group use). Graphics on the card make it easy to distinguish the City's P-Card from a personal card. The City's P-Card is a privilege granted by the City and this privilege may be revoked at any time for any reason.
- C) P-Card holder shall strictly follow the policies and practices set forth herein.
- D) The City's purchasing guidelines (quote requirements, etc.), City ordinances, and state laws apply to all P-Card purchases.
- E) A City P-Card shall only be used for official City of Bentonville business. Cardholders shall not make unauthorized or prohibited purchases. The unauthorized or prohibited use of a City P-Card is grounds for immediate revocation of all P-Card privileges.
- F) Only authorized City of Bentonville employees may use the P-Card.
- G) In situations where a Department is supplied with a P-Card, a designated person should be appointed for reconciling the Statements and keeping track of receipts. In this situation, the Department Head is considered the cardholder and is responsible for all charges, receipts and for approval of Department staff using the P-Card.

- H) If a cardholder authorizes another City staff member to use their P-Card, the cardholder is fully responsible for all charges and receipts and for retrieving their P-Card.
- I) A violation is considered anything that is an improper, unauthorized or prohibited use, handling and/or reporting of a P-Card. Two (2) instances of violations within a one (1) year period will result in loss of P-Card use for one (1) year and may result in additional disciplinary action.
- J) In the event that the P-Card is used for purchases and/or services that require a contract or agreement to be signed, the purchase is prohibited until the contract or agreement is reviewed by the Legal Department and signed by the Mayor.
- K) The cardholder is responsible for and must ensure that there are sufficient funds (credit limit) in the account that will be used to pay for the purchase.
- L) Cardholders or Department's designated persons can check their credit limit by logging into centresuite.com using credentials provided to them upon P-Card issuance.
- M) A temporary credit limit increase can be requested from the Finance Department, with the **Purchasing and Compliance** Department copied; no credit limit increase shall be granted without Department Head approval.
- N) The cardholder must obtain a receipt at the point of purchase and verify it for accuracy. The cardholder is responsible for all receipts and charges. Lost or delayed receipts will be considered a violation and will be grounds for revocation of all P-Card privileges. Receipts are required to include at minimum, the following information:
 - (1) Vendor name
 - (2) Vendor address (when applicable)
 - (3) Itemized amounts for items, taxes, fees and any other charges
 - (4) Total charge amount
 - (5) Description of items being purchased
 - (6) Date of transaction
- (O) The cardholder is responsible for the timely review and reconciliation of P-Card Statements, and for adhering to all requirements for reconciling P-Card Statements. Untimely or improper P-Card Statement reconciliation is considered a violation.
- (P) For Departments utilizing one card for the Department, the employee(s) using the P-Card must promptly submit receipts for their purchases to their designated person.
- (Q) The P-Card must be kept secure at all times. Cardholders should keep their P-Card in a locked drawer or other locked location unless it is in use. When in use, cardholders must ensure that it is being stored in a secure manner that prevents fraudulent or unauthorized charges, theft, or loss of the P-Card.
- (R) The cardholder must notify the Finance Department by emailing immediately of a lost or stolen P-Card, fraudulent activity, discrepancies, and unauthorized or prohibited purchases.
- (S) P-Cards are property of the City of Bentonville, and the City has the unconditional right to cancel or revoke a P-Card at any time. Cardholders shall immediately surrender the card upon the City's request, or upon the end of their employment with the City.
- (T) P-Cards can only be surrendered to a Department Head or a manager or other authorized employee in the Finance Department.
- (U) The least expensive item that suits the needs of the purchase should be what is purchased.
- (V) Cardholders shall adhere to the City's Travel Policy when using their P-Card for travel related expenses.
- (W) Cardholders should limit saving the P-Card on any mobile applications or web browsers to reduce the chance of fraudulent or unauthorized activity. If a P-Card must be saved or used in an mobile application (such as a vendor's mobile app) or web browser, the cardholder should immediately delete the P-Card from the payment methods to avoid the accidental use of a P-Card for personal purchases.
- (X) Saving a P-Card on some vendor websites (such as Amazon) is often unavoidable; however, cardholders should frequently check their account for fraudulent or unauthorized activity.
- (Y) Unauthorized use, including prohibited purchases, requires that the cardholder immediately submit repayment of all unauthorized charges to the City's Finance Department. When reconciling the P-Card Statement containing the unauthorized charge, the cardholder must upload a Memo explaining the unauthorized use and stating that repayment has been submitted to the City.

- (Z) All cardholders must complete P-Card training and sign the Purchase Card User Agreement prior to issuance of a P-Card.

5.7 Purchase of Travel Related Expenses

Whenever possible, a City's P-Card should be used for travel related expenses, such as airfare, lodging, event registrations etc.

- A) All travel related expenses shall be executed in accordance with the then current Travel Policy.
- B) Unless approved by the **Purchasing and Compliance** Manager or designee, City employees are prohibited from paying for City travel related expenses (such as airfare, lodging, event registrations etc.) using a personal credit card (or other personal payment method) resulting in the employee acquiring points or other benefits, when it is feasible to pay in advance using a City P-Card.
- C) In instances where it is not feasible to pay with a City P-Card for travel related expenses, with the exception of Per Diem, City employees should make every attempt to utilize a personal payment method that does not result in the acquiring of points or other personal benefits.
 - a. In these instances, City employees shall not charge coworker's travel related expenses to their own personal payment methods without prior approval from the **Purchasing and Compliance** Manager, or Designee.
- D) The intent of this Section is to avoid City employees personally gaining from the expenditure of public funds. The **Purchasing and Compliance** Manager, or Designee, has the authority to make exceptions for irregularities and special circumstances (such as emergencies, issues with P-Cards etc.).

5.8 Purchase of Food

The City is not authorized to expend funds for the purchase of food and beverages, unless the purchase conforms to the following criteria:

- A) The purchase is for water, coffee, hot tea, or other items generally related to a breakroom and specifically for use in such an area (such as plastic silverware, paper plates etc.).
- B) The purchase of food is for a mandatory training, interview, or other type of mandatory engagement, which employees are required to attend, and the only available time for this training is during standard mealtime hours. This specifically excludes any optional hosting of "lunch and learns".
- C) The purchase is for a training hosted by the City of Bentonville where breakroom type refreshments (such as water, donuts etc.) is expected to be provided by the host.
- D) The purchase is for a budgeted expense specifically for the purchase of food items (such as an employee event) approved by Council.

Failure to adhere to this Policy may result in the employee being required to reimburse the City for the non-compliant expense. The Mayor has the authority to authorize exceptions to this Purchase of Food Policy.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Kelsi Frederick
Phone:	(479) 271-3115	For Department(s):	Purchasing and Compliance
Email:	kfrederick@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Amending Section 2-377 of the City of Bentonville Municipal Code
Action Recommendation & Justification:	Ordinance amending section 2-377 of the City of Bentonville Municipal Code updating the Authority of the Mayor; Spending Limit to follow changes in state law. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Arkansas Code 14-58-303 put forth parameters in which the competitive bid threshold is increased. As of January 1, 2025, it has been increased from \$35,000.00 to \$42,921.00. Historically, section 2-377 of the municipal code has tracked the statutory complete bidding amount to avoid process confusion and ensure consistency. This provision only applies to purchases that have already been authorized by City Council in its approval of the budget.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 2-377 OF THE CITY OF BENTONVILLE
MUNICIPAL CODE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR
OTHER PURPOSES**

WHEREAS, Section 2-377 of the City of Bentonville Municipal Code should be amended to reflect the change in state law increasing the competitive bidding threshold for Cities of the First Class;

WHEREAS, this Ordinance amendment will establish consistency between the Code, the City's purchasing policy, and state law allowing the Mayor to authorize budgeted purchases that fall below the competitive bidding amount; and

WHEREAS, this amendment implements the current competitive bidding increase from thirty-five thousand dollars (\$35,000.00) to forty-two thousand nine hundred twenty-one dollars (\$42,921.00).

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

Section 1: That Section 2-377 of the City of Bentonville Municipal Code should be and the same is hereby amended as shown in Exhibit "A", increasing the Authority of the Mayor; Spending Limit to forty-two thousand nine hundred twenty-one dollars (\$42,921.00) pursuant to Arkansas Code Annotated §14-58-303;

Section 2 - Emergency Clause: The need to make this amendment 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 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 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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK

Exhibit “A”

Sec 2-377 Authority Of Mayor; Spending Limit

The mayor of the city or his duly authorized representative, shall have exclusive power and responsibility to make purchases of all supplies, apparatus, equipment, materials and other things requisite for public purposes for the city and to make all necessary contracts for work or labor to be done or material or other necessary things to be furnished for the benefit of the city where the amount of the expenditure for any purpose or contract does not exceed the sum of ~~\$35,000~~ \$42,921.00 or when the contract for work or labor to be done or material or other necessary things to be furnished for the benefit of the city is to be purchased from a contract solicited and awarded by the State of Arkansas or formally participated in by the State of Arkansas, and the budget for the State Contract purchase has been previously approved by City Council.

(Code 1994, § 3.04.01; Ord. No. 95-52, § 1; Ord. No. 2006-65, § 1, 4-25-2006)

State Law reference— Authority for above section, A.C.A. § 14-58-303.

HISTORY

Amended by Ord. [2022-58](#) on 3/8/2022



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Kelsi Frederick
Phone:	(479) 271-3115	For Department(s):	Purchasing and Compliance
Email:	kfrederick@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Amending Section 2-378 of the City of Bentonville Municipal Code
Action Recommendation & Justification:	Ordinance amending section 2-378 of the City of Bentonville Municipal Code increasing the competitive bidding threshold \$42,291.00 pursuant to stat law. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This establishes consistency between the Cod, state law, the City's purchasing policy, and current practice.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-378 OF THE CITY OF BENTONVILLE MUNICIPAL CODE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES

WHEREAS, Section 2-378 of the City of Bentonville Municipal Code should be updated to reflect changes in state law increasing the competitive bidding threshold for Cities of the First Class;

WHEREAS, this Ordinance amendment will establish consistency between the Code, the City's purchasing policy, and state law; and

WHEREAS, this amendment implements the current competitive bidding increase from thirty-five thousand dollars (\$35,000.00) to forty-two thousand nine hundred twenty-one dollars (\$42,921.00).

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

Section 1: That Section 2-378 of the City of Bentonville Municipal Code should be and the same is hereby amended as shown in Exhibit "A", increasing the competitive bidding threshold to forty-two thousand two hundred ninety-one dollars (\$42,291.00);

Section 2 - Emergency Clause: The need to make this amendment 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 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 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 _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK

Exhibit “A”

Sec 2-378 Bidding For Amounts Over ~~\$35,000.00~~ \$42,921.00; Exception

Except as provided otherwise herein, where the amount of expenditure for any purchase or contract exceeds the sum of ~~\$35,000.00~~ \$42,921.00, the mayor of the city, or his duly authorized representative, shall invite competitive bids thereon by legal advertisement in any local newspaper. Bids received pursuant to said advertisement shall be opened and read on the date set for receiving said bids, in the presence of the mayor, or his duly authorized representative. The contract shall be awarded to the lowest responsible bidder; provided, however, the mayor, or his duly authorized representative, may reject any and all bids received. The requirement of competitive bidding may be waived by ordinance of the city council in cases where it is not feasible. Pursuant to state law, contracts for professional services shall not be subject to competitive bidding.

(Code 1994, § 3.04.02; Ord. No. 95-52; Ord. No. 2006-65, § 2, 4-25-2006)



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/8/2025	Submitted By:	Mark Slaughter
Phone:	479-254-2084	For Department(s):	Municipal Airport
Email:	mslaughter@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Authorizing a Building Lease at 2500 SW Aviation Street with Bentonville Public Schools
Action Recommendation & Justification:	A resolution approving a building lease agreement at the Bentonville Municipal Airport between the City of Bentonville and Bentonville Public Schools. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This building lease is specifically for the purpose of instruction of the Ignite Aviation – Air Mobility program which enables students to work with drones, simulators, and planes to gain practical, hands-on experience with the technology as well as an understanding of career possibilities and potential of aviation. The lease rate is EIGHT HUNDRED SIX DOLLARS AND FIVE CENTS per month which equates to \$.35 per square foot for 2303 square feet, for a 10 year term.
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: income/accounts receivable

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

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RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE
BENTONVILLE MUNICIPAL AIRPORT AND BENTONVILLE PUBLIC SCHOOLS FOR
INSTRUCTIONAL USE; AND FOR OTHER PURPOSES.**

WHEREAS, the City requests authorization to enter into a lease authorizing Bentonville Public Schools to utilize empty building/office space, at the Bentonville Municipal Airport, for instructional purposes for its Ignite Aviation – Air Mobility program;

WHEREAS, portions of this space are already being used by the Ignite Program under an agreement with the Summit Aviation, the Airport’s FBO;

WHEREAS, at its November 12, 2024 meeting, this body approved an amended FBO agreement wherein Summit Aviation released its interest in said property being used by Bentonville Public Schools; and

WHEREAS, in support of the continued educational endeavors of Bentonville Public Schools and the Ignite Aviation – Air Mobility program, the City strongly encourages authorization to enter a ten (10) year building lease agreement.

**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 execute a building lease agreement with Bentonville Public Schools, utilizing unused space for expanding educational opportunities, for a ten (10) year period at a rate of thirty-five cents (\$.35) per square foot for two thousand three hundred three feet (2,303) of space;

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

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

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Dennis Hayes
Phone:	479-271-3127	For Department(s):	Police
Email:	dhayes@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution entering into an agreement - Heartland Business Systems for Data Storage Replacement
Action Recommendation & Justification:	Authorizing an agreement with Heartland Business Systems for Storage Data replacement through participation in TIPS Contract #220105. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Use of a purchasing cooperative is allowed pursuant to Arkansas State Statute 19-11-249 as the awarded contract has already gone through a competitive bidding. Funding for this Project was included in the approved 2025 budgeted through Information Police Capital Expenditures.
Amount for Approval:	\$ 238,681.51

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):

Account No. 47520

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Memo

To: Mayor Stephanie Orman and City Council

From: Dennis Hayes, IT Director

cc: Patrick Johndrow, Finance Director; Bonnie Bridges, Staff Attorney; Kelsi Frederick, Purchasing Manager.

Date: 1/8/2025

Re: Police Data Storage Replacement

The Police department data storage replacement refreshes equipment going out of warranty.

The storage array holds a vast majority of Police department information and is essential for department operations. Funding covers the hardware and services to migrate existing data to the replacement storage.

The item has been budgeted in the CIP plan and funds have been allocated in the 2025 Budget (47520)

Respectfully,

Dennis Hayes

IT Director

City of Bentonville

Statement of Work

City of Bentonville

PD UNITY REFRESH

SOW Prepared By:

Sam Karnatz

Senior Solutions Consultant
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9140 West Dodge Rd, Suite 200
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jherman@hbs.net



Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for City of Bentonville (hereinafter referred to as “Customer Abrv.” or “Customer”).

The City of Bentonville has reached out to HBS for assistance with installing/configuring 1 new Dell-EMC Unity Array as well as migrating data off the old storage array and onto the new.

The objectives of the project are:

- To replace the existing Unity 450F with Unity XT 480F.
- To migrate data from the Unity 450F to new storage array

Project Scope

HBS will provide the following services (hereinafter referred to as the “Scope”):

This project is expected to take less than 2 weeks to complete from the project kick-off. In the event that an extension to the project timeline is required, the parties shall utilize the Change Order process.

In Scope

- Assist customer with data gathering for Pre-Engagement Questionnaire (PEQ)
 - Unity NIC Configuration (mgmt and data)
 - Unity System Configuration
 - Update Unity to latest GA code level if needed
 - Create Unity LUNs to be presented as VMware VMFS Datastores
 - Map new Unity LUNs to ESXi Hosts
 - Perform Storage Re-scan in vCenter to ensure new Datastores are present
 - Migrate 1 test VM to new storage¹
 - Create LUNs/Datastores on the Unity 480f to be used by the Windows File Server Failover Cluster Manager
 - Map new LUNs to ESXi Hosts
 - Perform Storage Re-scan in vCenter to ensure new Datastores for are present
 - Attach new LUNs/Datastores to the WSFC Node 1 as RDM type and assign Drive Letters within the Windows OS
 - Attach new LUNs/Datastores to the WSFC Node 2 as RDM type and assign Drive Letters within the Windows OS
 - Make sure newly created LUNs are present in Windows Server Failover Clustering (WSFC)
 - Create ESXi Host Affinity Rules to keep WSFC nodes on different Hosts for WFCS Configuration
 - Use Robocopy tool to copy User/Department Shares and User Profiles from the Unity 450F to the Unity 480F
-
- Two 1 hour 1 on 1 Knowledge Transfer Sessions with the City of Bentonville IT Staff

Out of Scope

- Project management is not included for this project.

¹ Additional VMs can be migrated on a T&M basis with a Change Order



- Any work or material not specifically identified in this document is not included in this Agreement. The out-of-scope items shall include the following: Deployment of any additional equipment not specifically listed in this SOW or Quote for the project.
- Dependent applications issues not caused by migration
- Firewall changes – Heartland Business Systems will advise on any necessary changes
- Any work or material not specifically identified in this document is not included in this Agreement.

Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- HBS Engineering shall provide updates to Customer regarding the project. The Solutions Consultant shall be the Customer's primary contact for any questions regarding billing.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors. Any shipping and delivery dates are approximate and are not guaranteed and are subject to the current availability of products from third party vendors, production schedules of third party vendors, and supply chain delays and shortages, all of which are outside the control of HBS. Such delays may extend the duration of the project and may result in budget impacts and increased time to manage resources against the estimated product delivery. In the event that a delay may impact the project, the parties shall utilize the change order process in order to address the impacts of such delay.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.

Customer Responsibilities

Site and System(s) Readiness

The items listed below shall be the responsibility of the customer:

- Customer to provide remote access prior to and throughout the project
- Customer will do the initial Racking/Cabling/IP Config of the new Unity 480F
- Customer will provide sufficient ports and connections for 1Gb (1x for mgmt.) and 10Gb (4x for data traffic) as well as 2 NEMA 515 for Unity 480F connectivity
- Customer will provide enough Rack Space for installing the new equipment (Unity 480F)

Working Conditions and Access

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.



- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

Testing, Notification and Change Control

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing and validation of the project Deliverables .
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

Deliverables

The following are the deliverables HBS will provide to Customer (hereinafter referred to as “Deliverables”) for this project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverables
1	Implementation of one new Unity 480F Storage Array
2	Migration of VM's, File Data and User Profiles from the old Storage Array to the new Storage Array



3	KT Session with IT Staff to go over the New Environment Components
---	--

Fixed Fee Pricing

- This SOW is fixed fee. Any additional work required under a Change Order will also be billed to City of Bentonville

Service and equipment identified in this SOW do not include any taxes that may be applicable. Any such taxes shall be specified on an invoice as a separate line item.

Project Completion

Project will be complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.

Terms

Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing. In the event that any change to the above-stated work hours is required, whether due to shipping or delivery delays or any other reason, the parties shall utilize the Change Order process.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.



Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

Approval

An authorized signature below indicates acceptance of all terms of this SOW. The individual signing warrants and represents that the individual is a duly authorized representative with full authority to enter into this Agreement on behalf of the individual’s organization.

City of Bentonville

Heartland Business Systems, LLC

Authorized Signature

Authorized Signature

Printed Name / Title

Printed Name / Title

Date

Date

Dell Unity Upgrade 2025

Quote #345917 v3



Prepared For:

Bentonville, City of
 Don Chase
 1000 SW 14th Street
 Bentonville, AR 72712

P: (479) 271-3127

E: dhayes@bentonvillear.com

Prepared By:

Fayetteville, AR Office
 Sam Karnatz
 3775 N Mall Ave Suite 4
 Fayetteville, AR 72703

P: 4793326952

E: skarnatz@hbs.net

Date Issued:

01.08.2025

Expires:

01.31.2025

Dell Unity	Price	Qty	Ext. Price
Unity XT 480F DPE 25 x 2.5 Dell FLD RCK LL	\$7,722.99	1	\$7,722.99
Unity 2X4 Port Card 25GbE OPT AF	\$2,440.15	1	\$2,440.15
Unity DPE Install Kit AF	\$76.43	1	\$76.43
DELL HARDWARE LIMITED WARRANTY	\$5.16	1	\$5.16
PROSUPPORT PLUS MISSION CRITICAL 4-HOUR	\$324.77	1	\$324.77
PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 2 YEARS EXTENDED	\$859.87	1	\$859.87
PROSUPPORT PLUS MISSION CRITICAL 7X24 TECHNICAL SUPPORT AND ASSISTANCE 5 YEARS	\$2,397.34	1	\$2,397.34
Unity F 7.68TB ALL FLASH 25X2.5 SSD	\$7,590.80	18	\$136,634.40
Unity 2X4 Port IO 25GbE OPT AF	\$2,142.49	1	\$2,142.49
C19 Power Cord Pair NEMA5-15P plugs 2Mtr	\$15.43	1	\$15.43
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Medium Capacity SSD Add-On 5 Years	\$2,968.76	18	\$53,437.68
Subtotal			\$206,056.71

HBS Implementation	Price	Qty	Ext. Price
Fixed Fee Project	\$9,900.00	1	\$9,900.00
Subtotal			\$9,900.00

Cisco Cables	Price	Qty	Ext. Price
25GBASE Active Optical SFP28 Cable, 7M	\$504.32	4	\$2,017.28
Subtotal			\$2,017.28

TIPS	Price	Qty	Ext. Price
TIPS Contract #220105			

Non-Returnable/Non-Refundable Language

Dell Note:

Customer understands that all orders for Dell are final when accepted by Dell. No cancellations, returns, exchanges or refunds are allowed.

Quote Summary		Amount
Dell Unity		\$206,056.71
HBS Implementation		\$9,900.00
Cisco Cables		\$2,017.28
Total:		\$217,973.99

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2021.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2024.v1.0

Acceptance		
Fayetteville, AR Office		Bentonville, City of
		
Sam Karnatz		
Signature / Name		Signature / NameInitials
01/08/2025		
Date		Date

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO AN AGREEMENT WITH HEARTLAND BUSINESS
SYSTEMS, FOR DATA STORAGE REPLACEMENT, IN AN AMOUNT NOT
TO EXCEED TWO HUNDRED THIRTY-EIGHT THOUSAND SIX
HUNDRED EIGHTY-ONE DOLLARS AND FIFTY-ONE CENTS
(\$238,681.51); AND FOR OTHER PURPOSES.**

WHEREAS, the Police Department data storage replacement refreshed equipment going out of warranty;

WHEREAS, this purchase is pursuant to TIPS Contract #220105;

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 Heartland Business Systems, for data storage replacement, in an amount not to exceed two hundred thirty-eight thousand six hundred eighty-one dollars and fifty-one cents (\$238,681.51);

Section 2: Since this purchase is being made through TIPS Contract #220105, utilizing State law and the City's Purchasing Policy, this does not need to be bid;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Enter an Agreement with UFS for a Cost of Service Study for the Electric Department
Action Recommendation & Justification:	Resolution to enter into an agreement with Utility Financial Solutions, LLC to conduct a Cost of Service Study for the Electric Dept. for \$58,600.00. The last Cost of Service study was conducted in 2020-2021. This is a 2025 budgeted item. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 58,600.00

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



City of Bentonville

Electric Cost of Service Study

November 13, 2024



Corporate location:

Utility Financial Solutions, LLC

185 Sun Meadow Court

Holland, MI USA 49424

(616) 393-9722

Fax (888) 566-4430

Submitted Respectfully by:

Mark Beauchamp, CPA, CMA, MBA

President, Utility Financial Solutions, LLC

mbeauchamp@ufsweb.com

(616) 393-9722

mbeauchamp@ufswest.com
O: 616.393.9722
C: 616-403-5450
F: 888.566.4430

Utility Financial Solutions, LLC
185 Sun Meadow Ct
Holland MI, 49424



November 13, 2024

Travis Matlock, PE
Electric Utility Director
City of Bentonville
3200 Municipal Drive
Bentonville, AR 72712

Utility Financial Solutions, LLC (UFS) is pleased to submit a proposal to provide an electric cost of service, financial projection, and rate design for the City of Bentonville. Our proposal is based on years of experience navigating complex financial challenges for municipal utilities around the United States.

We approach challenges strategically, partnering with your team to understand your goals before using innovative processes and in-depth research to determine the best solution to suit your needs. We stay on top of industry trends and anticipate challenges to help you solve existing problems and prepare your utility for long-term success. Our methodology and educational components have earned us a reputation as the preferred provider of rate studies in the United States.

Our project team members are experts in their respective fields and instruct for leading utility groups including the American Public Power Association, Southern Gas Association, and the National Association of Regulatory Utility Commissioners. Our specialized team of accountants, engineers, and economists have years of industry-specific experience to help ensure that you reach your goals. UFS was incorporated in 2001 and brings decades of experience to your utility.

For your project, UFS will complete the study and provide an executive report detailing the process to help communicate with members of your governing body and community. The goal of these efforts is to:

- Establish and maintain long-term financial stability.
- Educate on principals of cost of service and financial planning.
- Earn positive engagement from members of government

We appreciate the opportunity to submit this proposal and look forward to discussing it with you. If you have questions or need additional information, please contact me at (616) 403-5450.

Sincerely,



Mark Beauchamp, CPA, MBA, CMA
President, Utility Financial Solutions, LLC

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Understanding of Project Requirements

Summary of Scope of Services for the Electric Department

Described below is an overview of the services UFS will provide. Greater detail is included within the detailed scope of service section. The list below includes sections not directly identified within the proposal but are critical in meeting the needs of the community and the utility department.

- **Development of Long-Term Financial Projections** – These studies are included as part of the UFS scope and are critical in development of a long-term rate strategy. Our study incorporates the strategic plan, funding of long-term capital plans, amount, and timing of any financing needs, and balances the financial stability of the electric department. The long-term financial projection and development of key financial targets is discussed in the detailed work plan of our proposal.
 - *Using the most current and accurate financials, analyze the state of the overall Utility Fund and the Utility Fund specific to the Electric Department*
- **Cost of Service Study** – This study identifies the cost of providing services to each class of customer. Our electric study identifies the cost by customer class for general rate components including variable charges (commodity), capacity related costs (demand), and facilities charges for each customer based on meter sizes or service level. The cost of service study will break out each rate component. Examples of these breakouts include identification of power supply costs, transmission costs, and distribution costs by service level. These breakouts allow the utility to develop rates that meet future challenges including time of use rates, economic development rates, electric vehicle rates, single phase and three phase service rates, or high load factor rates.
 - *Review of the franchise fee and the effects of modifying from 5% to a 4%/4%/1% (residential/commercial/large power) to line up with other electric providers in the area*
 - *Review of “shared services” and “inventory” cost allocation to the Electric fund*
 - *Split Utility Fund available cash between funds*
 - *Spreadsheet to internally track cash flows*
 - *Review and breakout of “city accounts”*
 - *Provide scenario for City Account rate design*
 - *Sensitivity analysis for adding “funded depreciation” to the rates*
- **Customer Rate Designs** – The cost of service study provides solid empirical input on sustainable long-term rate structures, however, rate impacts on customers and achieving goals and objectives of each community is a significant factor in proper design of utility rates. UFS’ rate design study identifies impacts on customers at various levels of usage. This function assists the governing body in making informed decisions and understanding impacts on customers and the community.
 - *Make recommendations for the electric rates on a 3-year time period for all rate classes*
 - *Review avoided cost value of solar buy-back*

- **Cash Reserve Policies** – Review cash reserve policies for the electric departments. The policy will determine the minimum cash reserves to have on hand per utility for day to day operations along with emergencies and capital improvements. The policy would ensure funds exist to pay the Utility’s expenses and fund normal capital improvements from the cash reserves to maintain system reliability. Cash reserve policies will help ensure the Utility to maintain adequate reserve levels to meet current and future needs.
 - *Review of the SCR (Strategic Cash Reserves) to determine if any adjustments need to be made*

- **Presentation to Staff & Governing Body** – The presentation to staff and the governing body serves two purposes:
 - i. Obtain approval of rate adjustments, rate designs, and to obtain guidance during the rate design process.
 - ii. Equally important is the education provided to the governing body to understand the importance of maintaining financial stability, how rates are used to achieve community goals and objectives, and why certain components such as a customer charge are used by utilities. UFS staff are skilled at obtaining guidance needed to develop rates and providing education to allow the governing body to make informed decisions during this process.
 - *Coordinate with Water/Sewer Rate Consultant to ensure the overall “health” of the Utility Fund*
 - *Two onsite presentations to the Utility Board and City Council (consecutive Tuesdays) concerning the rates, Utility Fund, depreciation (funded vs. non-funded), etc.*
 - *Up to five (5) remote meetings between Committee of the Whole, City Council, and the Utility Board*
 - *Onsite training (2 hours) to the City Council – Good Financial Practices and Current State of Utility*

- **Reports (PDF)**
 - i. **Executive Summary Report** –
 - ~ Summarization of the financial projection results, key financial targets and recommended long term rate track needed to achieve financial stability for the utility.
 - ~ Summarization of the cost of service results and cost-based rate structures for consideration in design of utility rates.
 - ~ Description of the major assumptions used in development of the financial projection and cost of service study.
 - ~ Considerations on future rate adjustments and movement toward cost of service
 - ~ The executive summary is used to obtain input from the governing body prior to designing utility rates.
 - ii. **Rate Design Report** –
 - ~ Summary of anticipated revenue to be received from the rate design and impacts on customers at various usage levels.

Summary of Ability

A summary of the firm's ability to achieve the Utility's project goals.

Introduction

The Utility is requesting an Electric Cost of Service Study and Financial Plan to assess and evaluate the existing rates to ensure the utility operations and maintenance, capital improvement program, depreciation, and debts are adequately funded, while rate impacts are minimized. UFS has the staff available to complete the project in the Utility's desired timeframe. UFS' ability to achieve the Utility's project goals is best demonstrated by our references (noted in a later section) and our organized and well thought out processes outlined below.

Project Set Up

After project award, if selected, UFS will conduct a kick-off meeting to review the information request and confirm the project schedule and deliverables. As data is gathered by the Utility, UFS will process and enter it into the study. Progress calls will be scheduled to address any questions and to review outstanding data requests. UFS will analyze revenues by completing a revenue "proof" to ensure that the monthly billing units provided calculate out to the reported sales revenue when multiplied by current rate schedules.

Revenue Requirements

We will analyze operating expenses and test year budgets. Expenses are itemized at the finest level of detail available from the Utility and forecasted for the test year. Expenses are then categorized such that appropriate allocations can be applied, and costs distributed to the contributing rate class. A similar approach is applied to the Utility's fixed asset net book value and depreciation costs and incorporates the capital improvement program for interim and test years. Together, the expenses, depreciation and a rate of return comprise the revenue requirements of the system. These revenue requirements will flow through to both the cost of service study and the financial projection study.

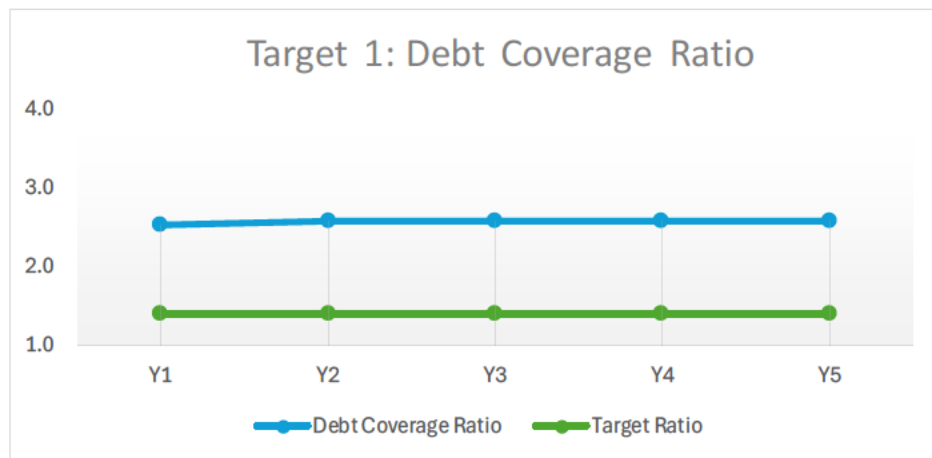
Financial Projection

UFS' financial analysis and the subsequent cost of service studies are unique in their ability to easily change from cash basis revenue requirements to Utility Basis revenue requirements. The financial analysis includes both cash basis targets such as cash reserves and debt coverage; and accrual basis targets such as rate of return. UFS studies also include a review of secondary financial matrices such as debt to equity ratios, age of system, days cash on hand and working capital requirements as part of the overall assessment of the financial health of the utility. The financial projection will incorporate assumptions such as inflation, anticipated changes in expenses, debt issuances, and capital improvements. The financial projection incorporates targets to help ensure the long-term financial stability of the Utility is maintained or improved and develop a plan for rate adjustments.

Target One: Debt Coverage Ratio

Based on review of bond issues and debt service schedules, the principal and interest expense will be identified and incorporated into the analysis. We will provide a table as shown below to compare projected Debt Service Ratios with requirements in the Bond Ordinance.

Sample Report Table: Debt Coverage Ratio graph and calculation:



Description	Projected Y1	Projected Y2	Projected Y3	Projected Y4	Projected Y5
Net Income	\$ 996,826	\$ 997,462	\$ 945,213	\$ 826,113	\$ 758,497
Add Depreciation/Amortization Expense	2,565,601	2,609,101	2,732,859	2,921,523	3,057,531
Add Interest Expense	764,408	726,408	688,408	648,408	606,408
Cash Generated from Operations	\$ 4,326,835	\$ 4,332,971	\$ 4,366,480	\$ 4,396,044	\$ 4,422,436
Debt Principal and Interest	\$ 1,714,408	\$ 1,676,408	\$ 1,688,408	\$ 1,698,408	\$ 1,706,408
Projected Debt Coverage Ratio (Covenants)	2.52	2.58	2.59	2.59	2.59
Minimum Debt Coverage Ratio	1.40	1.40	1.40	1.40	1.40

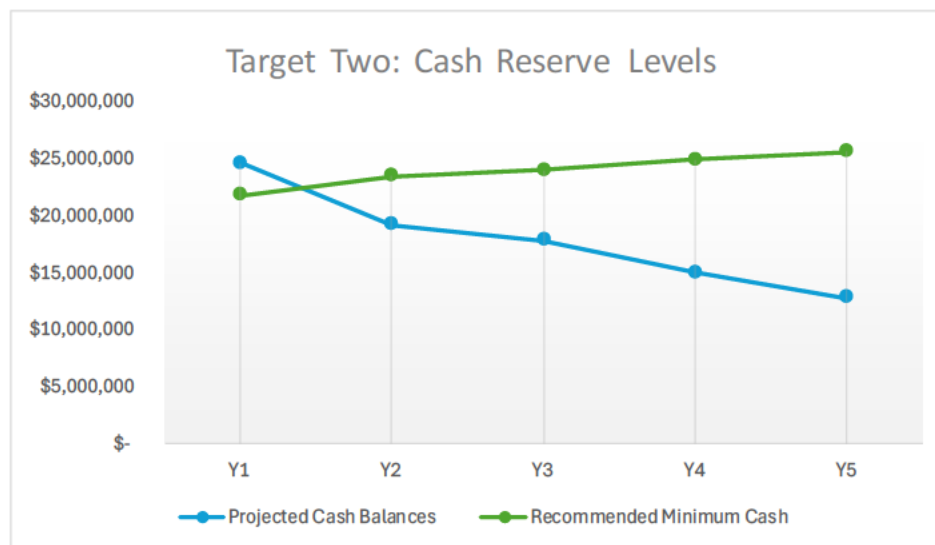
Target Two: Minimum Cash Reserve Calculation

To help ensure timely completion of capital improvements and enable the utility to meet requirements for large, unexpected expenditures and risk factors, the recommended minimum level of cash reserves will be identified. Development of the minimum cash reserves considers several factors.

A sample list is below:

- Working capital
- Variations in expenses
- Capital improvement programs
- Annual bond payments
- Exposure to catastrophic events such as extreme weather

Sample Report Table: Minimum Cash Reserves



Description	Projected Y1	Projected Y2	Projected Y3	Projected Y4	Projected Y5
Minimum Cash Reserve Allocation					
Operation & Maintenance Less Depreciation Expense	25%	25%	25%	25%	25%
Supply Expense	25%	25%	25%	25%	25%
Historical Rate Base	2%	2%	2%	2%	2%
Current Portion of Debt Service Payment	83%	83%	83%	83%	83%
Five Year Capital Improvements - Net of Bond Proceeds	20%	20%	20%	20%	20%
% Plant Depreciated	56%	54%	55%	55%	59%
Calculated Minimum Cash Level					
Operation & Maintenance Less Depreciation Expense	\$ 6,589,952	\$ 6,762,400	\$ 6,941,318	\$ 7,153,036	\$ 7,281,393
Supply Expense	8,381,482	9,722,132	9,982,984	10,548,544	11,075,971
Historical Rate Base	1,527,454	1,689,254	1,769,511	1,877,918	1,877,918
Current Portion of Debt Service Payment	1,391,419	1,401,379	1,409,679	1,416,319	1,462,799
Five Year Capital Improvements - Net of Bond Proceeds	3,939,646	3,939,646	3,939,646	3,939,646	3,939,646
Minimum Cash Reserve Levels	\$ 21,829,953	\$ 23,514,811	\$ 24,043,138	\$ 24,935,463	\$ 25,637,727
Projected Cash Reserves	\$ 24,692,803	\$ 19,224,903	\$ 17,829,253	\$ 15,047,239	\$ 12,790,153

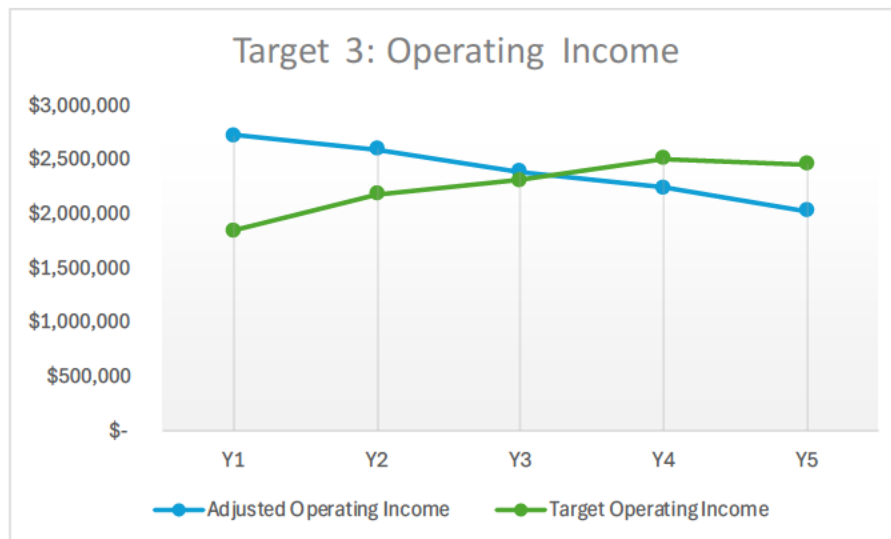
Target Three: Operating Income

The optimal target for setting rates is the establishment of a target operating income to consistently fund capital improvements and replacements.

Development of this target considers the following:

- Interest expense on the outstanding debt
- Inflationary increase on asset replacement costs
- Assets contributed by customers to the Utility

Sample Report Table: Target Operating Income



Description	Projected Y1	Projected Y2	Projected Y3	Projected Y4	Projected Y5
Target Operating Income Determinants					
Net Book Value/Working Capital	\$ 33,525,928	\$ 38,888,526	\$ 39,931,938	\$ 42,194,174	\$ 38,927,644
Outstanding Principal on Debt	\$ 18,160,200	\$ 17,210,200	\$ 16,210,200	\$ 15,160,200	\$ 14,060,200
System Equity	\$ 15,365,728	\$ 21,678,326	\$ 23,721,738	\$ 27,033,974	\$ 24,867,444
Target Operating Income Allocation					
Interest on Debt	4.21%	4.22%	4.25%	4.28%	4.31%
System Equity	7.06%	6.73%	6.87%	6.90%	7.48%
Target Operating Income					
System Equity	\$ 1,085,106	\$ 1,459,590	\$ 1,629,338	\$ 1,864,944	\$ 1,859,437
Target Operating Income	\$ 1,849,514	\$ 2,185,998	\$ 2,317,746	\$ 2,513,352	\$ 2,465,845
Projected Operating Income	\$ 2,728,770	\$ 2,599,641	\$ 2,394,956	\$ 2,247,337	\$ 2,037,669
Rate of Return in %	5.5%	5.6%	5.8%	6.0%	6.3%

Five-Year Projection Summary

The projections will be summarized, and development of alternative rate tracks will be reviewed and compared to each financial target to help ensure the future financial stability of the utility. We will work with Management and the Governing body in review and development of five-year strategies and rate track. All adjustments are tied to the cost of service study for the test year, so results can easily be updated, and sensitivities run within the same study.

Projected Summary Financial before Rate Adjustments

Fiscal Year	Projected Rate Adjustments	Adjusting Operating Income	Target Operating Income	Projected Cash Balances	Recommended Minimum Cash	Capital Improvements Plan	Debt Coverage Ratio
Year 1	0.0%	\$ 2,728,770	\$ 3,038,480	\$ 16,392,621	\$ 18,099,160	\$ 6,065,000	1.10
Year 2	0.0%	2,711,845	3,019,772	14,592,541	19,169,551	2,175,000	1.11
Year 3	0.0%	2,622,411	3,061,319	10,964,992	19,674,886	4,012,870	1.11
Year 4	0.0%	2,473,225	3,149,568	5,938,354	20,516,844	5,420,360	1.12
Year 5	0.0%	2,380,491	3,098,229	4,959,247	20,862,261	1,380,000	1.12

Projected Summary Financials with Rate Adjustment and \$5.0 Million Bond Issuance

Fiscal Year	Projected Rate Adjustments	Adjusting Operating Income	Target Operating Income	Projected Cash Balances	Recommended Minimum Cash	Capital Improvements Plan	Debt Coverage Ratio
Year 1	2.0%	\$ 3,350,054	\$ 3,038,480	\$ 17,013,904	\$ 18,099,160	\$ 6,065,000	1.26
Year 2	2.0%	3,972,613	3,019,772	22,477,689	19,169,551	2,175,000	1.44
Year 3	2.0%	4,216,200	3,061,319	21,453,355	19,674,886	4,012,870	1.53
Year 4	2.0%	4,407,444	3,149,568	21,578,377	20,516,844	5,420,360	1.62
Year 5	2.0%	4,662,614	3,098,229	21,908,593	20,862,261	1,380,000	1.71

Development of Cost of Service Study

The development of the cost of service study incorporates the revenue requirement identified as part of the financial projection. This section describes the additional procedures used in development of the cost of service study and sample outputs from previous studies.

Load Profile Information

Load profile information identifies how customers use electricity at various times of the day and is critical to ensure the cost of service study is accurate and defensible. UFS works with utility staff in identification of the appropriate sources of load research information. We will analyze information from the following sources:

- Electronic meters installed on time of use and other customers
- Load research information available from other sources
- Analysis of substation feeders
- Utilize our data base of existing load research obtained from other utilities

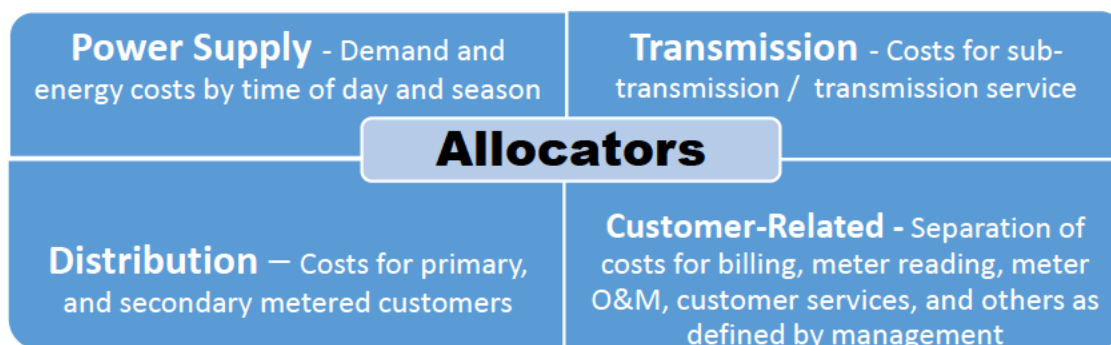
The load research information identifies the monthly load factors for each class, how much is being used by the class at the peak time of the day when power supply demand or transmission demand charges are determined. The load research information is compared with the hourly system hourly load data to determine the class contributions. The information is then used to determine the class share of transmission and power supply costs.

System Losses

Losses can vary substantially depending on system loading and temperature. We will identify the system loss at the various voltage levels of service to customers. To determine the overall system losses, we typically use a three-year average of losses to reduce the impact of changing weather patterns between the last and first month of each year. The losses are then allocated between voltage level such as transmission, substations, primary service, and secondary voltage levels.

Development of Allocators

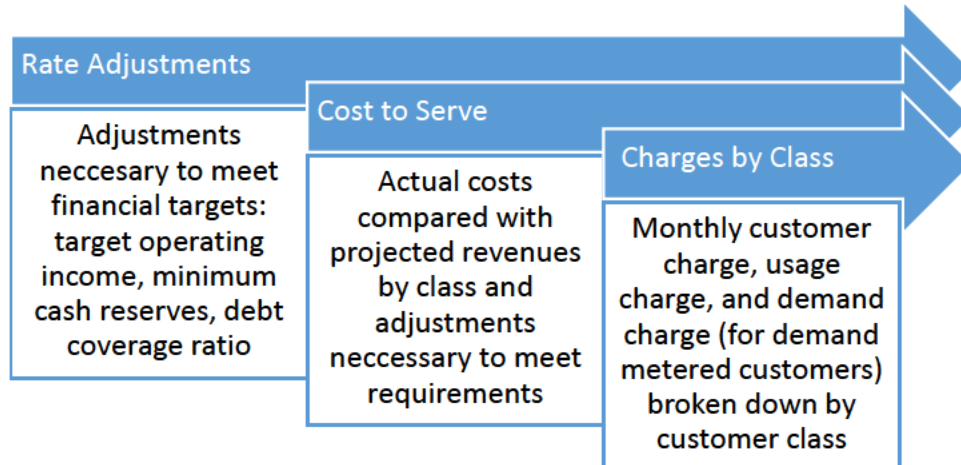
The load profile information for each class is used to determine the allocation factors used to allocate expenses based on cost-causation. Examples of cost causation include the identification of the date and time power supply demand charges are determined and each class usage at the time of the peak demands. There are over 40 allocation factors often developed as part of a UFS cost of service study. Allocation factors are developed for each season and developed for specific expenses. A summary of the costs where specific allocation factors need to be developed are listed below.



Prepare Cost of Service Analysis

Customer classes are typically established based on differences in load and usage patterns. How customers use electricity dictates the cost of providing many utility services.

The cost of service portion of the study will determine the following:



A summary of the cost of service analysis is developed similar to the following table:

Customer Class	Cost of Service	Projected Revenues	% Change
Residential A	\$ 4,672,077	\$ 4,183,897	11.7%
General Secondary B	3,032,446	2,974,374	2.0%
Street Light Service S	144,370	133,504	8.1%
Secondary Energy & Demand C	3,144,714	3,072,174	2.4%
Primary Energy & Demand D	20,191,294	20,700,210	-2.5%
	\$ 31,184,901	\$ 31,064,159	0.4%

The cost of service column from the table above identifies the cost to provide service to each class of customers and is compared with the projected revenues from each class. The percent change is the rate adjustment necessary for each class to achieve cost of service. We typically do not recommend rates move fully to cost of service, but as part of the discussions with staff and Council we develop a plan to move classes toward cost of service to minimize rate impacts on any specific customer class.

Development of new rate classes

As part of the initial discussions with management and review of the existing rate tariffs, we will discuss with utility staff if new rate classes should be considered or if existing rate classes should be combined. Rate classes are created based on similarity in usage patterns, but often utilities will develop new rate classes to create incentives for customers to shift usage to periods of time where power supply costs are lower such as on and off peak time periods for time of use rates.

Examples of new rate class developments are listed below.

- **Standby charges** – Cost isolated by investment in facilities to serve customers on a standby basis.
- **Interruptible Loads** – Rates to promote interruptible loads that reflect the savings to the Utility. Our study will isolate costs by power supply demand, energy, and transmission to identify the potential cost savings of an interruptible customer.
- **Seasonal Rates** – The cost of service study allocates costs to each rate class based on seasonal time period. The time periods will be identified through review of system loads and power supply and transmission costs.
- **Time of Use** – For time of use rates to be effective in sending the proper price signal, the cost of service analysis is supplemented with marginal costs to identify and recommend appropriate charges on a time of use basis.
- **Economic Development Rates** – Rates can be developed to promote economic development by attracting new customers or expansion of existing customers. It is important economic development rates be developed using a marginal cost approach to ensure existing customers are not unduly subsidizing any reduce rates or fees charged under an economic development program.
- **Other Potential Rates are listed below:**
 - ~ Public education rates
 - ~ Green Rates
 - ~ Net Metering Rates
 - ~ Aggregation Rates

New rate designs may result in additional charges for the services provided by UFS. As part of the initial kick off conference call, we should discuss if any potential new rate classes are being considered.

Breakdown of cost of service rate structure by type of expense for each class of customers

UFS cost of service studies identify cost in a summary and a detail cost breakdown for each class of customers. For example, the summary of costs identifies the class cost breakdown by customer charge, power supply demand, transmission demand, distribution demand and energy costs. An example is shown below:

Customer Class	Monthly Customer Charge	Distribution Rate	Power Supply			
			Summer		Winter	
			Demand	Energy	Demand	Energy
Residential A	\$ 13.65	\$ 0.0249	\$ 0.0181	\$ 0.0479	\$ 0.0101	\$ 0.0353
General Secondary B	26.60	0.0288	0.0311	0.0550	0.0136	0.0319
Street Light Service S	-	0.0175	-	0.0689	-	0.0300
Secondary Energy & Demand C	120.60	8.52	12.09	0.0577	4.88	0.0313
Primary Energy & Demand D	223.90	7.24	12.38	0.0573	4.85	0.0296

In addition, further breakdowns are available in the studies depending on the needs of the utility. A sample detailed breakdown of distribution costs is shown below:

Rate Breakdown	kWh		kWh		KW		KW	
	Residential A		General Secondary B		Secondary Energy & Demand C		Primary Energy & Demand D	
Demand Breakdown								
Distribution	\$	0.0110	\$	0.0117	\$	3.44	\$	2.95
Transmission		0.0059		0.0084		2.91		2.91
Transformer		0.0027		0.0029		0.73		-
Substation		0.0052		0.0057		1.43		1.39
Direct		-		-		-		-
Subtotal - kWh, kW, HP Charge	\$	0.0248	\$	0.0287	\$	8.51	\$	7.25
Customer Breakdown								
Distribution Customer Costs	\$	6.07	\$	12.13	\$	54.59	\$	109.18
Transformer Customer Costs		2.07		4.14		18.62		-
Meter O&M		0.57		0.57		2.87		39.11
Meter Reading		0.13		0.13		1.15		2.30
Billing		0.08		0.15		0.70		1.39
Services		1.20		2.41		10.83		8.23
Customer Service		3.54		7.08		31.84		63.68
Customer Charge \$/Meter	\$	13.66	\$	26.61	\$	120.60	\$	223.89

Rate Design

A five-year rate track will be provided with the financial projection, along with a 3-year rate design. Design of electric rates uses input from the cost of service study as guidance on changes to rate classes and the rate components for each rate class. Cost of service results are one factor in design of electric rates for customers. Other factors must be considered such as impact on customers, social and environmental issues, and philosophy of the utility's governing body.

The rate design study identifies the impacts on customers at various usage levels and is listed by rate class, meter size and usage level.

Please note that all rate designs outside of the current rate structure will be charged hourly.

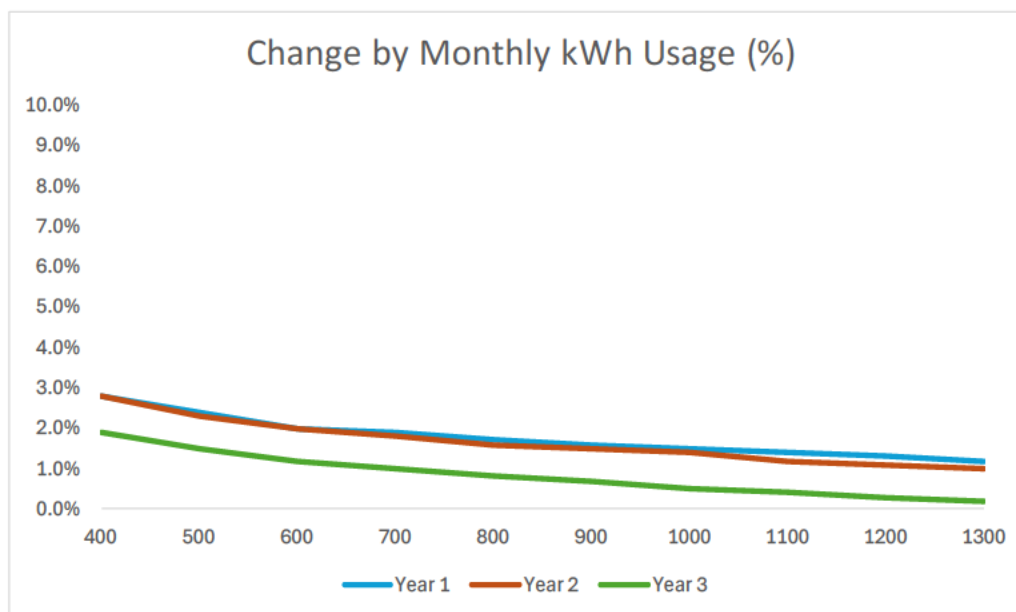
Summary of overall rate adjustments for each class – Electric

Customer Class	Projected Revenues Under Current Rates	Projected Revenues Under Proposed Rates Year 1	Projected Percentage Change Year 1
Residential A	\$ 4,183,897	\$ 4,272,065	2.11%
General Secondary B	2,974,374	3,019,822	1.53%
Street Light Service S	133,504	135,687	1.64%
Secondary Energy & Demand C	3,072,174	3,125,649	1.74%
Primary Energy & Demand D	20,700,210	20,956,423	1.24%
Totals	\$ 31,064,159	\$ 31,509,646	1.43%

Electric Sample Rate Design, Multi Year

Projected Residential Rates

Rates	Current	Year 1	Year 2	Year 3	COS Rates
Monthly Facilities Charge:					
All Customers	\$ 11.75	\$ 13.25	\$ 14.75	\$ 16.25	\$ 18.86
Energy Charge:					
Winter All Energy	\$ 0.1018	\$ 0.1019	\$ 0.1020	\$ 0.1020	\$ 0.10383
Summer Block 1 (First 20 kWhs per day)	0.1100	0.1100	0.1100	0.1070	0.10383
Summer Block 2 (Excess)	0.1249	0.1240	0.1220	0.1190	0.10383
Revenue from Rate	\$ 10,337,868	\$ 10,553,155	\$ 10,762,483	\$ 10,879,557	\$ 11,175,415
Change from Previous		2.1%	2.0%	1.1%	



Average Monthly Bill Increase by Usage

	Year 1		Year 2		Year 3	
All Energy	\$	%	\$	%	\$	%
400	\$1.52	2.8%	\$1.53	2.8%	\$1.10	1.9%
500	\$1.52	2.4%	\$1.53	2.3%	\$1.00	1.5%
600	\$1.53	2.0%	\$1.54	2.0%	\$0.90	1.2%
700	\$1.20	1.9%	\$1.49	1.8%	\$0.80	1.0%
800	\$1.47	1.7%	\$1.42	1.6%	\$0.70	0.8%
900	\$1.44	1.6%	\$1.35	1.5%	\$0.60	0.7%
1000	\$1.41	1.5%	\$1.29	1.4%	\$0.50	0.5%
1100	\$1.38	1.4%	\$1.22	1.2%	\$0.40	0.4%
1200	\$1.35	1.3%	\$1.15	1.1%	\$0.30	0.3%
1300	\$1.32	1.2%	\$1.09	1.0%	\$0.20	0.2%

Meetings, Reports, and Presentations

Meetings

The following meetings are anticipated (conducted virtually):

- Kickoff meeting – Clarify scope of services and expectations of management.
- Data Verification – Verify data collected.
- Financial Review – Review assumptions used in the long-term projections.
- Review draft reports with management.
- Presentation as requested by management such as review report with Governing body.

Format of Reports

UFS reports are typically separated into the reports listed below:

- **Power Point Summary** – A concise presentation of study results that is shared with management and staff. This summary will include graphs, charts, tables, and findings.
- **Executive Summary Report (PDF)** – An overview that identifies the objectives, process, and results of the rate study in a clear and concise format.
- **Rate Design** – The rate design includes the following:
 - ~ Comparison of the current and proposed rates.
 - ~ Expected revenues generated from proposed rates.
 - ~ Impact on customer classes at various usage levels or load factors within each rate class.

Presentation of Cost of Service and Rate Design Study

A critical aspect of the study is the clear and concise presentation to the governing body of the utility. UFS professionals are skilled at explaining and working with advisory and governing bodies to ensure decisions are based on information they can understand and apply to their community.

Two onsite presentations to the Utility Board and City Council (consecutive Tuesdays) discussing the cost of service, rates, the Utility Fund, depreciation, etc.

Up to five (5) remote meetings between the Committee of the Whole, City Council, and the Utility Board

An additional onsite training (2 hours) will be given to the City Council on good financial practices and what is currently happening with the utility.

Firm Qualifications

This section discusses UFS' experience and qualifications assisting municipalities with cost of service and financial analysis. UFS personnel are recognized as national experts and include highly qualified, motivated, experienced, and knowledgeable professionals. UFS' reputation has resulted in industry leading status shown by the number of clients we serve, our frequent requests to instruct classes and speak at conferences around the nation and our frequent requests to serve as expert witnesses on rate related issues.

UFS' experience includes completion of rate studies in 43 states, Guam, several Caribbean Islands and Canada. This provides UFS with the experience and knowledge to provide creative solutions.

UFS is the industry leader in electric, water, and sewer studies. Our national experience is summarized below:

In Demand → UFS has completed numerous rate studies for electric, water, sewer, gas, telecommunications, and solid waste.

Diverse → UFS is the preferred provider of rate services for municipalities, electric cooperatives, and members of Joint Action Agencies.

Innovative → UFS is leading the industry in development of Time of Use rates including variations of Variable Peak Pricing, Dynamic Pricing and Real Time Pricing.

Reliable → Our methodologies on establishing financial targets and cash reserve policies have become industry standards and have assisted utilities in improving bond ratings with Fitch, S&P and Moody's.

Supported → Our establishment of rates for customers located outside city limits have been accepted in State Courts and resulted in UFS becoming expert witnesses and arbitrators on rate disputes across the United States.

Experienced → UFS has provided electric, gas, water, wastewater, and telecommunications services to some of largest utilities in the country including Nashville TN, Knoxville TN, Sacramento Municipal Utility District, Rochester MN, Imperial Irrigation District CA, Austin TX, Huntsville AL, Columbia MO, and Lansing MI.

Knowledgeable → We are frequent speakers on special rate topics around the United States including APPA's National Conference, APPA's Educational Institutes, E&O Workshop, Legal Conferences, Business and Financial Workshop, numerous webinars topics and state conferences in over 15 states.

A sample of recent presentations are listed below:

- ~ Development of Key Financial Targets
- ~ Information provided by Cost of Service Studies
- ~ Cash Reserve Policies for Municipal Utilities
- ~ Development of Utility Extension Policies
- ~ Cost of Service Challenges and Solutions
- ~ Appropriate levels of Contributions to City (Payment in lieu of Tax)
- ~ The Rate Race
- ~ Development of Avoided Cost and Rate Designs for Distributed Generation

Teachers → UFS personnel are the instructors on cost of service and financial planning courses offered through the American Public Power Association (APPA), American Water Works Association (AWWA), and the National Association of Regulatory Utility Commissioners (NARUC), EUCI, and Southern Gas Association. UFS' industry leading status has resulted in courses on distributed generation to the US Department of Energy.

These courses include the following:

- ~ Basic Cost of Service
- ~ Intermediate Cost of Service
- ~ Advanced Cost of Service
- ~ Financial Planning
- ~ Utility Financial Check-up
- ~ Cost of Service and Rate Design for Distributed Generation
- ~ Development of Line Extension Policies
- ~ Rate Structures to promote Energy Conservation
- ~ Rate Structures to create Revenue Stability
- ~ Advanced issues in Rate Design
- ~ Advanced issues in Cost Allocations

UFS holds a commitment to the following:

- **Quality Control** – Proper quality control and management help ensure the accomplished work is in alignment with the project scope, is completed timely, within budget and the results are accurate and defensible. The quality controls developed by UFS are specific to utility rate studies and are based on our prior experience working with electric utilities.
- **Timeliness of Studies** – Part of the quality control includes the timely completion of the rate studies. UFS experience in completing studies provides us the ability to complete the studies as requested and discussed in the initial kick-off meeting.
- **Financial Strength** – UFS commenced business in 2001 and has the highest financial rating by Dunn and Bradstreet.
- **Independence** – UFS maintains its independence throughout its engagements to help ensure unbiased recommendations to the governing bodies. We do not provide services that could impair our independence such as engineering, accounting, or auditing services.
- **Diverse Staff Backgrounds** – Proper development of rate studies require knowledge in accounting, finance, economics, and engineering. UFS staff has diverse backgrounds that include degrees in accounting (CPA), engineering, finance, economics, information technology and degrees in Water Purification Technology.

Proposed service team including titles:

Mark Beauchamp – President

Dawn Lund – Vice President

Dan Kasbohm – Manager

Mike Johnson – Manager

Chris Lund – Business and Technology Manager

Jillian Jurczyk – Manager

Joan Bakenhus – Senior Financial Analyst

Robert Blank – Financial Analyst

Janel Albrecht – Financial Analyst

Staff Availability

UFS has adequate staff available to complete the tasks in the timeline requested.

Resumes

The next section consists of resumes of UFS team members.

	Mark Beauchamp, CPA, CMA, MBA President, Utility Financial Solutions, LLC
	<i>Email:</i> mbeauchamp@ufsweb.com <i>Cellular:</i> 616-403-5450 <i>Location:</i> Holland, MI

Education

- AAS Water Purification Technology
- ABA Business Administration
- BBA Major – Accounting
- MBA Master’s Degree in Business

Expert Witness Service

- Detroit Edison vs. Ameritech – Provided expert witness services for Detroit Edison on development of Pole Attachment Rates for Ameritech
- Nebraska State Unicameral – Served as an expert witness before the State of Nebraska Unicameral on proper rate setting and credits to provide customer installed renewable generation
- Dayton Power & Light – Provided expert witness services on pole attachment rates. Case was resolved prior to Court appearance
- Coldwater Board of Public Works – Provide expert witness services on rate challenge by large industrial customer. Case was dropped after deposition was provided
- Smethport PA – Provided deposition and responses to Pennsylvania Public Service Commission on Rate Filing for Smethport

Industry Involvement

- Member of the American Public Power Association
- Member of the American Water Works Association
- Member of the Institute of Management Accountants
- Speaker at national conferences on Financial Planning for Municipal Utilities, Pricing for Water Utilities, Pricing Fiber Optic backbone systems, Unbundling Electric Rates, and Ways to Attract and Retain Customers
- Author of articles appearing in national magazines and newsletters regarding pricing fiber optics, training electric rates, and designing water rates

License and Qualifications

- Class “A” license in wastewater treatment from the State of Michigan
- (CPA) Certified Public Accountant – Wisconsin
- (CMA) Certified Management Accountant – Institute Certified Management Accountants

Course Instructor

- **American Public Power Association (APPA)**
 - Advanced Cost of Service Course (Cash Basis & Utility Basis of Ratemaking)
 - Intermediate Cost of Service (Cash Basis & Utility Basis of Ratemaking)
 - Basic Cost of Service (Cash Basis & Utility Basis of Ratemaking)
 - Financial Planning for Municipal Utilities
 - Financial Planning for Board & Councils
 - Financial Planning and Rate Setting for Managers (Part of Managers Certificate Program)
- **American Municipal Power (AMP)**
 - Financial Planning and Rate Designs for Electric Utilities
- **Michigan State University**
 - Advanced Issues in Cost Allocation (Utility Basis of Rate Making)
 - Retail Costing and Pricing of Electricity
 - Wholesale Costing and Pricing of Electricity
- **Southwest American Water Works Association**
- **Michigan Rural Water Association**
 - Cost of Service & Rate Making for Water Utilities
- **Michigan Finance Government Officers Association**
 - Cost of Service & Rate Making for Water & Wastewater Utilities

Dawn Lund

Vice-President, Utility Financial Solutions, LLC



Dawn has utility energy experience pricing and marketing utility services for electric, water and wastewater beginning in 1996. Dawn has worked with UFS since 2006 and previously worked with a large utility and held positions as Cost and Rate Specialist and Marketing and Communications Specialist. Dawn works with utilities across the country teaching financial concepts and is also the instructor for Financial Planning courses for the American Public Power Association. She is also a regularly requested speaker for various regional and national organizations.

Email: dlund@ufsweb.com

Cellular: 231-218-9664

Location: Traverse City, MI

Cost of Service (COS)

- Completed electric, water, and wastewater cost of service and rate design studies for utilities across the country, Guam, the Caribbean, and Canada
- Determining appropriate allocations of overhead costs between utility services

Long-term Financial Analysis

- Development of long-term sales and expense projections for electric, water, and wastewater utilities
- Development of long-term financial plan and rate track for electric, water, and wastewater

Presentation & Training

- Presentations to City Councils and Boards for approval of utility rates and proposed rate tracks
- Instructor for APPA's Financial Planning and Basic Cost of Services courses
- Monthly presentations to various organizations on topics such as: cost of service, financial planning, key financial targets, cash policies, and how to explain rate increases to the end user, cost of services challenges/solutions, and introduction to allocation studies

Rate Design

- Development of equitable rates between inside-city and outside-city customers
- Development of wholesale contract rates
- Development of special rates; Economic and Time of Use
- Development of Connection Fees
- Development of rate designs to meet financial objectives of utility

Other Professional Involvement

- Member of AWWA Finance, Accounting, Management and Controls Committee
- Member of AWWA Rates and Charges Committee
- Member of MI-AWWA Education Committee
- Developing MI-AWWA Water Academy material for Cost of Service and Financial Planning
- Developed the Basic Cost of Service and Financial Planning courses for APPA
- Preferred consulting firm for Hometown Connections Financial Planning, Cost of Service, and Rate Design

Dan Kasbohm

Manager, Utility Financial Solutions, LLC



Dan joined Utility Financial Solutions, LLC in 2007 and has experience in conducting cost of service and financial analysis for electric, water, wastewater, and cable utilities around the nation. He has a Bachelor of Science degree in Engineering and was employed in the automotive industry. Dan is a co-instructor for the Basic and Intermediate Cost of Service courses for the American Public Power Association.

Email: dkasbohm@ufsweb.com

Cellular: 616-402-7045

Location: Grand Haven, MI

Cost of Service (COS)

- Identification of fixed/variable costs related to:
 - Customer availability to be served
 - Commodity based costs
 - Demand based costs
- Identification of class to class subsidization
- Utility cost breakdown by function
- Detailed cost unbundling

Long-term Financial Analysis & Identification of:

- Utility revenue requirements (utility and cash-based methods)
- Debt Coverage conformance
- Minimum cash requirements
- Optimal operating income targets
- Optional rate adjustments in projected years

Presentation & Training

- Presenting study results to management and governing body of utility
- Provide utility training on use of projection & COS models
- Co-Instructor for the American Public Power Association Academy
 - Basic & Intermediate Cost of Service

Rate Design

- Current Utility rate structure updates
 - Utility revenue impact
 - Customer bill impacts at various usage levels
 - Identify revenue stability of rates
 - Rate survey analysis
- Development of new rates including:
 - Time of Use (seasonal, daily, hourly)
 - Power Cost Adjustment (PCA)
 - Coincidental-Peak Rates
 - Economic Development rates
 - Street lighting rates

Other Utility Tools

- Power Cost Adjustment mechanisms based on utility cash position, objectives, and dispatch profile
- Street Light Cost of Service by light and pole types
- Load Profile Analysis to identify utility and customer usage patterns
- Power supply forecasting
- Implementation of a justified minimum cash policy
- Calculation of fees for standard utility work
- Development of line extension policies

Mike Johnson Manager, Utility Financial Solutions, LLC	
	Mike joined Utility Financial Solutions, LLC in 2011 and has experience assisting utilities since 1995. He has a Higher National Diploma in Mechatronics (Combined Electrical/Mechanical Engineering). Mike is experienced in cost of service, rate making, financial/operational modeling, automation, electric utility operations, and power supply. <i>Email:</i> mjohnson@ufsweb.com <i>Cellular:</i> 608-230-5849 <i>Location:</i> Madison, WI

Cost of Service (COS)

- Development of cost of service studies for electric, communication, gas, water, and wastewater utilities
- Forecasts utility revenue requirements
- Cost allocation model development

Long-term Financial Analysis

- Develops utility financial analysis models
- Identifies growth and load forecasting
- Models rate and revenue effect for customer change within utilities (loss of customers/additional load)
- Develops target metrics for utilities including cash policies, operating income, debt coverage

Expert Witness Services

- Prepared and testified on filings to Public Utility Commission

Rate Design

- Provides cost of services class allocations and rate making
- Designs time of use rates
- Identify effects for different usage patterns within the same class
- Development of rates for alternative fuels and vehicles
- Evaluate marginal costs and development of line extension policies and economic development rates

Other Utility Tools

- Computes cost functionalization and allocation systems for designing and managing complex changes
- Evaluates data and system integration issues associated with new software implementations
- Provides market analysis, bidding, and settlement processes analysis
- Identification and valuation of fixed assets
- Assessment of utility value for sales/purchase
- Development of risk mitigation tools, power/fuel cost adjustment mechanisms

Chris Lund

Business & Technology Manager, Utility Financial Solutions, LLC



Chris has a bachelor's degree in Business Administration with concentration in Computer Science and Speech Communications. He has been a technology and management consultant since 1992 and has utility experience since 2005. Chris is an employee of UFS since 2012 and has also sub-consulted on a variety of technology projects for UFS since 2003.

Email: clund@ufsweb.com

Cellular: 231-342-9798

Location: Traverse City, MI

Financial Consulting

- Completed cost of service and rate design studies for electric, water, wastewater, telecommunications, and refuse utilities
- Designed, wrote, and implemented long term financial projection model including revenue requirements and rate track
- Determined avoided cost for solar (photovoltaic - PV) and wind for renewable energy rates
- Lead consultant for electric vehicle (EV) rates and service study
- Conducted multiple fiber optic cost of service and rate design studies
- Presentations to Governing Bodies for approval of utility rates and proposed rate tracks

Data Analytics

- Data mining and analysis specialist for electric load data research
- Specialist with data mining, data conversion and custom reporting
- Experienced with various ODBC (database connectivity)
- Implemented job costing solution for manufacturing companies
- Designed, written, implemented, supported multiple, custom bar coding and data collection systems for wholesale distribution and manufacturing organizations
- Data collection systems pushed data to payroll for time and attendance, automated inventory tracking and job costing

Technology Experience

- Experienced in Microsoft Excel automation – including payroll data, job costing and automated billing (office automation)
- Experienced in Microsoft Access custom database, programming, and reporting – including electronic data interchange (EDI) mapping using Microsoft VBA
- Lead consultant for multiple mission critical, corporate wide enterprise resource planning (ERP) technology solutions
- Implemented, trained, and supported multiple telecommunications projects
- Implemented and supported some of the first voice over internet protocol (VOIP) telecommuting systems
- Guide management with technology related strategy and business integration
- Modification and complete custom program solutions on midrange and PC
- Wrote automated bill of material (BOM) purchasing forecasting system
- Specify, install, and maintain mission critical PC network infrastructure, servers, workstation, and related software
- Experienced in network security and virtual private network (VPN) technology
- Implemented and supported web storefronts integrated with corporate backend database solution for inventory management, order processing, billing, and account status

Jillian Jurczyk Manager, Utility Financial Solutions, LLC	
	Jill has been with UFS since 2013. She has a Bachelor’s degree in Mathematics and a Master’s degree in Applied Economics from Johns Hopkins University. Jill has populated and analyzed cost of service models, developed long-term financial projections, and designed rates for utilities. Jill specializes in econometric modeling and statistical analysis to project sales and usage. She has worked with a variety of econometric software packages and is competent in handling seasonality, trend, heteroscedasticity, and other economic inefficiencies that arise in data analysis. <i>E-mail:</i> jjurczyk@ufsweb.com <i>Cellular:</i> 616-283-8502 <i>Location:</i> Holland, MI

Cost of Service (COS)

Prepares and analyzes cost of service studies to determine appropriate allocations of cost between customer classes, including identification of fixed and variable costs, and assigning appropriate cost drivers to utility expenses, such as kWh sales and non-coincident peak.

Long-term Financial Analysis

Extensive experience utilizing client data to build financial projections, determine revenue requirements, forecast utility sales, and develop cost allocations.

Rate Design

Identifies cross-subsidization between rate classes through cost of service analysis and develops rate design plans to assist in moving utilities toward more equitable rate structures. Analyzes customer bill impacts at various usage levels and identifies revenue stability of rates.

Presentation/Training

Skilled at presenting study results to management and educating governing body of utility. Speaker at various industry conference events.

Management

Excels at managing project workflow and timelines, including consistent and clear client communication among UFS, client, and other stakeholders, throughout the project, and ensuring complete fulfillment of project deliverables.

Other Utility Tools

- Technical expertise in conducting long-term econometric forecasts for electric and water load forecasting
- Proficient at using system and class load data to develop load curves, calculate load factors, and identify system coincidence factors
- Conducting time of use studies, including identification of on-peak and off-peak time periods, and identifying time-based cost to adequately set rates
- Development of power cost adjustment methodology that allows for proper power cost recovery
- Setting avoided cost rates for distributed generation resources
- Development of sales and expense projections to adequately determine a financial plan and rate track
- Innovating rate designs to meet the financial and social objectives of the utility
- Evaluating rate impacts at various usage levels prior to rate implementation

Certifications and Professional Affiliations

- American Water Works Association
- Solid Waste Association of North America
- 2024 American Public Power Association Business and Finance Committee Corporate Officer
- Women in leadership, Cornell University

Joan Bakenhus

Senior Financial Analyst, Utility Financial Solutions, LLC



Joan has experience working with municipal utilities from 1986-1996 and came back to industry in 2006. Joan has a degree in Business Administration. Joan has worked as a Rate Analyst for one of the largest public power systems in the nation (Lincoln Electric System) and for Utility Financial Solutions, LLC since 2006. Joan is experienced in development of long-term financial plans, rate design models and cost of service studies for electric, water, and wastewater utilities.

Email: jbakenhus@ufsweb.com

Cellular: 402-483-2542

Location: Nebraska

Cost of Service (COS)

- Working with Utilities to identify information requirements to complete cost of service and financial plans
- Set up and develop utility revenue requirements, cost of service program and utility revenue proof
- Balancing and set up of models for development of cost of service for water, wastewater, and electric utilities to determine commodity and customer charges
- Responsible for analysis, preparation and updating cost of service models for several electric, water utilities

Long-term Financial Analysis

- Development of long-term financial forecasts for water, wastewater, and electric utilities to determine the amount of timing of rate adjustments

Rate Design

- Balancing and set up of models for development rate design for water, wastewater, and electric utilities to determine commodity and customer charges
- Development of rate design models for electric, water utilities
- Development of rate surveys

Other Utility Tools

- Balancing of sales with revenue to help ensure proper billing statistics are used in cost of service models

Robert Blank Financial Analyst, Utility Financial Solutions, LLC	
	Robert has been working for Utility Financial Solutions, LLC since May of 2014 and has a Bachelor of Business Administration with a major in Finance from Davenport University. Over his time at UFS he has conducted Utility rate surveys as well as developed rate designs. Robert has experience with long term financial projections and cost of service studies for Electric, Water, Wastewater, and Gas utilities. <i>E-mail:</i> bblank@ufsweb.com <i>Cellular:</i> 616-403-9926 <i>Location:</i> Holland, MI

Robert's experience includes:

- Developing rate design models for electric utilities
- Conducting Rate Surveys
- Responsible for analysis of financial statements and preparation of cost of service models
- Working with utilities to identify the information needed to conduct an accurate cost of service study
- Calculating Minimum Cash Reserve levels, Target Operating Income, and Debt Coverage Ratios

Janel Albrecht Financial Analyst, Utility Financial Solutions, LLC	
	Janel began working for Utility Financial Solutions, LLC in February 2024. She has 24 years of experience as an administrative professional. Janel worked in the paper industry with a wide variety of responsibilities. For 7 years, she managed a small group and scheduled onsite service work. <i>E-mail:</i> jalbrecht@ufsweb.com <i>Cellular:</i> 920-213-7491 <i>Location:</i> Neenah, WI

Janel is skilled in the following:

- Billing and invoicing
- Customer service and correspondence
- Maintain customer information and databases
- Order entry and schedule production
- Prepare proposals and reports

References

Holland Board of Public Works – Holland, MI

Client Contact: Dave Koster

Phone: 616-355-1562

Email: dkoster@hollandbpw.com



Holland Board of Public Works

Utility	Electric	Water	Wastewater
Services Provided	2009 – Present	2009 – Present	2009 – Present
Scope of Work	- Long-term financial projections, review of financial targets, and long term rate track - Cost of service study and multi-year rate design - Updates between 2016 and 2022		
	- Large customer rate for high load factor - Green Rate Alternatives - Time of use rate analysis - Value of solar analysis - Solar with storage analysis - Pole attachment study - Stranded cost study - Large customer rate alternatives - EV charging rates for public and residential	- Review of wholesale water rates - Consolidation study with neighboring utility	- Rate designs updated annually - Planned funding for a large anaerobic digester project - Review of debt defeasance for a large project and impact on financials - Additional capacity valuation - Financial capability assessment
Additional Information	In addition to the studies listed above, UFS has provided a financial projection and feasibility study for HBPW's fiber utility.		

Laurens Commission of Public Works – Laurens, SC

Client Contact: Blake Davis, Administrative Director

Phone: 864-681-4347

Email: bdavis@lcpw.com



Utility	Electric	<u>Gas</u>	Water	Wastewater
Services Provided	2023 – 2024	2023	2023	2023
Scope of Work	- Long-term financial projections, review of financial targets, and long term rate track - Cost of service study, and five-year rate design - Reports and presentation to governing body			
Additional Information	- Review of Power Cost Adjustments - Analysis of street lighting - Develop line extension policy	Review of Purchased Gas Adjustments		

North Little Rock Electric – North Little Rock, AR

Client Contact: Jill Ponder, Director of Business Operations

Phone: 501-835-9398

Email: jponder@nlr.ar.gov



Utility	Electric
Services Provided	2008 – 2024
Scope of Work	• Long-term financial projections, review of financial targets, and long term rate track • Cost of service study, and multi-year rate design • Development of power cost adjustment and true-up • Financial projection annual updates • Avoided cost study and annual updates • Street lighting cost of service • Value of solar study • Time of use study • Reports and presentations to governing body

Project Schedule

Our experience with cost of service and rate design studies allows us to conduct a cost effective and efficient study. The following is the tentative project schedule for completion of the cost of service and rate design. This schedule will be finalized during the initial project kick-off meeting with management.

UFS understands the City of Bentonville would expect the cost of service study to be completed by April 2025.

<i>Task</i>	<i>Expected Completion – Twelve Weeks</i>
Initial Meeting – Preparation of Information Request	Week One
Completion of Information Request by Client	Week Two
Planning/Set-up Study	Week Three – Five
Development of Revenue Requirements	Week Six – Seven
Cost of Service Analysis Component/Functional Costs	Week Eight - Nine
Review Rate Design and Alternatives	Week Ten
Report, Recommendations & Presentation of Draft	Week Eleven
Final Report	Week Twelve

The completion of the project on the proposed schedule is dependent on the cooperation of various departments within the Utility to prepare the information request in a timely manner.

Proposed Professional Services Agreement

Prices, terms, and conditions are good for a period of 90 days from this proposal date of November 13, 2024. Payment will be made through submission of invoice which itemizes the work performed.

Electric Cost of Service, Financial Projection, & 3-Year Rate Design.....	\$ 34,000
Avoided Cost for Solar Buy Back	\$ 4,000
Ancillary Services	\$ 14,000

Totals above do not include onsite meetings, out of pocket travel expenses, or travel time.

Onsite Training (2-Hour)	\$ 3,000
Two (2) Onsite Presentations to Board and Council	\$ 3,600

Onsite meetings listed above do not include out of pocket expenses.

Anticipated Meetings (Virtual, unless noted):

- Project kickoff
- Data collection summary
- Financial review summary
- Draft report with management
- Final report with management

Onsite presentations to the Utility Board and City Council will be held on consecutive Tuesdays

Deliverables (for all utilities):

- Final Report (PDF), detailing:
 - Long-term Financial Projection and Rate Track
 - Minimum cash reserve determination
 - Debt service ratio
 - Target operating income (rate of return)
 - Cost of Service Analysis
 - Three-Year Rate Design
 - Avoided cost for Solar Buy-Back
 - Ancillary Services: Review of cash reserves (SCR), franchise fee scenarios, shared services/inventory allocation, city account rates, depreciation funding, internal cash flow for utility fund

Out of Scope Pricing:

Out of scope items and work hours will be billed at the hourly rates listed on this page.

Onsite meetings, if requested and agreed upon, will be billed as out of scope.

All rate designs outside of the current rate structure or additional years of rate design will be charged hourly.

Hourly Rates (travel is discounted at 50%)

Mark Beauchamp	\$ 360.00
Dawn Lund	\$ 325.00
Dan Kasbohm	\$ 290.00
Mike Johnson	\$ 290.00
Chris Lund	\$ 290.00
Jillian Jurczyk	\$ 250.00
Joan Bakenhus	\$ 175.00
Support Staff	\$ 65.00 – \$ 165.00

We look forward to exceeding your expectations. Please sign, date, and return to jjurczyk@ufswb.com at your earliest convenience.

Sincerely,



Mark Beauchamp, CPA, MBA, CMA
President, Utility Financial Solutions, LLC

Date: _____

Accepted By: _____

City of Bentonville

RESOLUTION NO. _____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH UTILITY FINANCIAL SOLUTIONS, LLC., TO CONDUCT A COST OF SERVICE STUDY FOR THE CITY OF BENTONVILLE ELECTRIC DEPARTMENT; IN THE AMOUNT OF FIFTY-EIGHT THOUSAND SIX HUNDRED DOLLARS (\$58,600.00); AND FOR OTHER PURPOSES.

WHEREAS, Utility Financial Solutions, LLC. will conduct a Cost of Service Study for the Bentonville Electric Department;

WHEREAS, the last Cost of Service Study was conducted in 2020-2021; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Utility Financial Solutions, LLC., to conduct a Cost of Service Study for the Bentonville Electric Department, in the amount of fifty-eight thousand six hundred dollars (\$58,600.00);

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

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-24-95 Street Material (Premix) to Emery Sapp & Sons, Inc.
Action Recommendation & Justification:	Resolution awarding IFB-24-95 for Street Material (Premix) to Emery Sapp & Sons, Inc. in the amount of \$62,500.00. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Lowest bidders: Emery Sapp & Sons in the amount of \$62,500.00
Amount for Approval:	\$ 62,500.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
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:	12/17/24	Time of Bid Opening:	1:00 PM	IFB-24-95
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Solicitation Title: 2025 Street Material, As Needed

Bidders:				Benton County Stone		Emery Sapp & Sons, Inc	
Line Item	Annual Quantity	Unit of Measure	Description	Unit Price with Haul Charge	Extended Price	Unit Price	Extended Price
1	15,000	TON	City # 7008 SB2/CLASS 7 BASE	\$15.47	\$232,050.00	No Bid	No Bid
2	8,000	TON	City # 7005 CHAT 3/4" CLASS 67 BEDDING MATERIAL	\$22.47	\$179,760.00	No Bid	No Bid
3	800	TON	City # 7004 B-STONE (LARGE ROCK FOR DRAINAGE)	\$18.47	\$14,776.00	No Bid	No Bid
4	500	TON	City # 7007 PREMIX	No Bid	No Bid	\$125.00	\$62,500.00
Total Bid Price				\$426,586.00		\$62,500.00	

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

TABULATION VERIFICATION



Meghan Dillard, Purchasing Specialist



Kelsi Frederick, Purchasing Manager

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-24-95 TO EMERY SAPP AND SONS, INC. FOR THE PURCHASE OF STREET MATERIAL (PREMIX), IN THE AMOUNT OF SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500.00); AND FOR OTHER PURPOSES.

WHEREAS, Emery Sapp and Sons, Inc. is the lowest qualified bidder for bid IFB-24-95;

WHEREAS, this contract covers the purchase of street material (premix) 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 Emery Sapp and Sons, Inc. for the purchase of street material (premix), in the amount of sixty-two thousand five hundred dollars (\$62,500.00);

Section 2: This purchase will be made using budgeted funds;

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 _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-24-95 for Street Materials to Benton County Stone
Action Recommendation & Justification:	Resolution awarding IFB-24-95 for Street Materials to Benton County Stone in the amount of \$426,586.00. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Lowest bidders: Benton County Stone in the amount of \$426,586.00
Amount for Approval:	\$ 426,586.00

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, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	12/17/24	Time of Bid Opening:	1:00 PM	IFB-24-95
----------------------	----------	----------------------	---------	-----------

Solicitation Title: 2025 Street Material, As Needed

Bidders:				Benton County Stone		Emery Sapp & Sons, Inc	
Line Item	Annual Quantity	Unit of Measure	Description	Unit Price with Haul Charge	Extended Price	Unit Price	Extended Price
1	15,000	TON	City # 7008 SB2/CLASS 7 BASE	\$15.47	\$232,050.00	No Bid	No Bid
2	8,000	TON	City # 7005 CHAT 3/4" CLASS 67 BEDDING MATERIAL	\$22.47	\$179,760.00	No Bid	No Bid
3	800	TON	City # 7004 B-STONE (LARGE ROCK FOR DRAINAGE)	\$18.47	\$14,776.00	No Bid	No Bid
4	500	TON	City # 7007 PREMIX	No Bid	No Bid	\$125.00	\$62,500.00
Total Bid Price				\$426,586.00		\$62,500.00	

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

TABULATION VERIFICATION



Meghan Dillard, Purchasing Specialist



Kelsi Frederick, Purchasing Manager

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-24-95 TO BENTON COUNTY STONE FOR THE PURCHASE OF VARIOUS STREET MATERIALS, IN THE AMOUNT OF FOUR HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS (\$426,586.00); AND FOR OTHER PURPOSES.

WHEREAS, Benton County Stone is the lowest qualified bidder for bid IFB-24-95;

WHEREAS, this contract covers the purchase of various street materials 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 Benton County Stone for the purchase of various street materials, in the amount of four hundred twenty-six thousand five hundred eighty-six dollars (\$426,586.00);

Section 2: This purchase will be made using budgeted funds;

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 _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance to Waive Competitive Bidding for Holophane Lighting
Action Recommendation & Justification:	An ordinance waiving competitive bidding for the purchase and delivery of various decorative poles, arms and light fixtures on an as needed basis from Holophane, for the City of Bentonville Inventory Department. The items will be ordered on an as needed basis per the unit prices attached. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Holophane is designated as the preferred vendor for these items due to maintaining consistency in our system, it is neither practical nor feasible to solicit competitive bids. All totals listed are approximate; the award will be based on the unit prices provided in the attached documentation.
Amount for Approval:	\$ 4,177,940.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

☐ General Fund ☐ Utility Fund ☐ Street Fund ☒ Other(s): 2024 Inventory Items

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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MEMORANDUM

PURCHASING AND COMPLIANCE OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: 2025 Holophane Bid Waiver

This memo recommends the approval of an ordinance waiving competitive bidding for the purchase of decorative poles, arms, and light fixtures from Holophane. These items will be acquired on an as-needed basis to ensure consistency in the City of Bentonville's inventory and lighting systems.

The Purchasing Department has thoroughly reviewed the bid waiver request and supports its approval. It is recommended that the City Council approve the waiver of competitive bidding to procure these items directly from Holophane. The total estimated cost for approval is \$4,177,940, with no additional budget adjustment required.

The Purchasing Department recommends approval of this waiver to maintain consistency in the City's lighting system and streamline procurement processes. This action will benefit the community and support operational efficiency.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: 2025 Holophane Lighting

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Holophane, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Quote (attached hereto as **Exhibit B**) to the City’s Waiver of Bid, for the purchase and delivery of various decorative poles, arms, and light fixtures on an as needed basis, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Inventory Manager, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, 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. Service Timeline:

1. Service Meeting: The Parties shall meet prior to services beginning to review the Scope of Work.
2. Various decorative poles, arms, and light fixtures shall be ordered on an as needed basis per the unit prices attached herein.

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.



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CITY OF BENTONVILLE, ARKANSAS

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. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

1. Owner's (City's) Contingency: 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 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 total quote price including tax, as defined herein, for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibit attached hereto. Fees and contingencies shall be as follows:



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1000 SW 14th Street
Bentonville, AR 72712

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

a. Total Fee for Construction: Not to Exceed \$4,177,940.00 (four million one hundred seventy-seven thousand nine hundred forty dollars and zero cents), including all taxes, materials, equipment and other items necessary to perform the work to 100% completion.

b. Owner's Contingency: Not applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit 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.

a. The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion.

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



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
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City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

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 without first obtaining the written approval of the City. Any Subcontractor approved by the City must be fully licensed and insured to perform the work.

12. INSURANCE. Contractor shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the Contractor's performance of the work; whether it is to be performed by the Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

The policies of insurance required are as follows:

- 1) Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
- 2) Comprehensive or Commercial General Liability: \$1,000,000.00 – Each Occurrence

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 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 taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.



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Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

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305 SW A Street
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CITY OF BENTONVILLE, ARKANSAS

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 Exhibit 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.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference to the terms and conditions of this



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Contract.

[Signature Page Follows]



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CITY OF BENTONVILLE, ARKANSAS

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (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: _____

Holophane

Address: _____

Date: _____



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CITY OF BENTONVILLE, ARKANSAS

EXHIBIT A

SCOPE OF WORK



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
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City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SCOPE OF WORK

Contractor will perform the following services for this Project:

- The items attached in Exhibit B will be ordered on an as needed basis per the unit prices.



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CITY OF BENTONVILLE, ARKANSAS

EXHIBIT B

CONTRACTOR'S QUOTE

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

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
POLES						
1	500	BEN-1745	WDA 12 F5J 17D C03 BK LAB	Wadsworth, 12', 5" Fluted, Cast Aluminum, Black	\$ 1,153.00	\$ 576,500.00
2	10	BEN-1742	NYA 12 F5J 17D C03 BK LAB	North Yorkshire, 12', 5" Fluted, Cast Aluminum, 17" Diameter Base, Black	\$ 1,736.00	\$ 17,360.00
3	10	BEN-1737	CHA 12 F5J 16D C03 BK LAB	Charleston Series Pole, 12' Tall, 5" Fluted Shaft, 16" Diameter Base, Cast Aluminum, Black Finish	\$ 1,736.00	\$ 17,360.00
4	10	BEN-1794	WDA 12 SL4 17D C03 BK LAB	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 1,238.00	\$ 12,380.00
5	5	BEN-1793	WDA 12 SL4 17D C03 BK LAB RP60A ASSY10023	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, PROVISION FOR RECEPTACLE, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK	\$ 1,264.00	\$ 6,320.00
6	5	BEN-1792	WDA 08 SL4 17D C03 BK LAB	SITELINK SL4 SERIES ALUMINUM POLE, 8' TALL, 3"X3" TENON, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 1,052.00	\$ 5,260.00
7	5	BEN-1791	CHA 12 SL4 12D PLN BK LAB	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, PLAIN POLE CAP, 12" DIAMETER BASE. FINISHED HOLOPHANE BLACK, CHARLESTON BASE	\$ 1,615.00	\$ 8,075.00
8	5	BEN-1790	CHA 12 SL4 12D C03 BK LAB	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, 12" DIAMETER CHARLESTON BASE. FINISHED HOLOPHANE BLACK.	\$ 1,615.00	\$ 8,075.00
9	100	BEN-1740	FTA30E1-P9-BK-R	FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, PROVISION FOR RECEPTACLE, BLACK;	\$ 5,479.00	\$ 547,900.00
10	10	BEN-1518	FTA30E1-P9-BK RFD 256014	FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, BLACK;	\$ 5,479.00	\$ 54,790.00
11	10	BEN-2096	WDA 12 F5J 17D G12 BK LAB	WADSWORTH CAST ALUMINUM POLE, 12' TALL, 5" STRAIGHT FLUTED SHAFT WITH A 4.38"X12" TENON, 17" DIAMETER. BASE. FINISHED HOLOPHANE BLACK. TYPICALLY USED WITH HALLBROOK	\$ 1,192.00	\$ 11,920.00
12	10	BEN-1718	RTS 30 66B B04 NDR GR LA	30FT, 6.6 x 2.4 x 11 Gauge Wall: Tenon 2.38O.D. X 4inch LG., No Drill Pattern, Gray Paint, Less Anchor Bolts.	\$ 1,661.00	\$ 16,610.00

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

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
13	10	BEN-1242	CLS 22 FTB 24D C03 BK LAB RP252A ASSY10024	COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X3" TENON, PROVISION FOR RECEPTACLE, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK.	\$ 4,165.00	\$ 41,650.00
14	300	BEN-1738	CLS 22 FTB 24D C09 BK LAB	COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X 9" TENON, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK. LESS ANCHOR BOLTS	\$ 4,145.00	\$ 1,243,500.00
15	100	BEN-1243	C26CSBU055A RFD 309925	COLUMBIA SERIES CAST ALUMINUM CLAMSHELL BASE. 26" DIAMETER, FINISHED HOLOPHANE BLACK. DESIGNED TO FIT AROUND POLE #FTA30E1F1U931C	\$ 2,233.00	\$ 223,300.00
FIXTURES						
16	500	BEN-1584	GVD3 P40 40K MVOLT MS GL3LU BK PR7 PCLL	Granville LED Performance Package 40, 4000 Series CCT, Auto-Sensing Voltage (120-277), Modern Style - Swing Open Design, Black, Symmetric Lunar Optic Type V, No Trim, No Finial, No Trim and Clear or No Finial, NEMA Twistlock Photocontrol Receptacle, Extended Lift Option with AS (120-277 V only)	\$ 985.00	\$ 492,500.00
17	400	BEN-2255	MGLEDM P25 40K MVOLT ZT MR VH BKSD PR7 NBR AO PCLL	MONGOOSE FIXTURE: LED MEDIUM (MGLEDM) 28,900 LUMENS, 4000K CCT, AUTO-SENSING VOLTAGE (120 THRU 277), MEDIUM ROADWAY, VERTICAL TENON/HORIZONTAL ARM, VITRACOAST SDRC BLACK, 7 PIN, NEMA PHOTOCONTROL RECEPTACLE, DLL PHOTOCONTROL.	\$ 1,071.00	\$ 428,400.00
19	10	BEN-2093	GVD3 P40 40K MVOLT GL3LU BK RB ST TGL PR7 PCLL	Utility GranVille (GVU) : Utility Granville Standard M Housing, LED, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only,Black,Lunar Optics Asymmetric, IES Type III Distribution,Ribs and Bands,Painted Cast Aluminum Standard,Gold,NEMA twistlock photocontrol receptacle,Protected Starter	\$ 1,338.00	\$ 13,380.00

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

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
20	10	BEN-1927	GVD3 P40 40K MVOLT MS GL3LU BK SY ST TBK PR7 PCLL	Syracuse, with Utility Granville Optic (GVU): Utility Granville Standard M Housing, LED, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, Lunar Optics Asymmetric, IES Type III Distribution, Syracuse Style with Cover, Painted Cast Aluminum Standard Finial, Black, NEMA twistlock photocontrol receptacle	\$ 1,365.00	\$ 13,650.00
ARMS						
21	200	BEN-1036	WLDF NPT15S BK	ARM LEVELING FITTER: WEST LIBERY DECORATIVE ARM FITTER, SPLIFIT 2" NOMINAL PIPE, SWIVEL, CAST ALUMINUM, BLACK	\$ 189.00	\$ 37,800.00
24	10	BEN-1038	WLC 72IN 2A TN BK	WLC144/2CABKHWLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 144" Roadway Arm For 2 Units at 180,Cast Aluminum, Black. REQUIRES A 3"X9" TENON	\$ 1,451.00	\$ 14,510.00
25	300	BEN-2239	WLC 48IN 1A TN BK	ARM WLC SERIES, ROADWAY ARM 48" ONE WAY ARM, CAST ALUM, BLACK, REQUIRES A 3" X 9" TENON	\$ 802.00	\$ 240,600.00
26	100	BEN-1039	WLC 72IN 1A TN BK	WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm,72" Roadway One Way Arm,Cast Aluminum,Black REQUIRES A 3"X9" TENON	\$ 1,106.00	\$ 110,600.00
27	100	BEN-2114	BA 24IN 1A CO F5J HB 100P BK	BANNER ARM, 24", SINGLE ARM, CLAMP ON, SHAFT 5" DIAMETER FLUED, .25WALL, HALF SPHERE, 1.00 SCH PIPE (1.315" ACTUAL) BLACK BA 24IN For Pole WDA12F5J17DC03BKLAB	\$ 355.00	\$ 35,500.00
List of misc. LED fixtures in this section - 12 items						

\$ 4,177,940.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HOLOPHANE LIGHTING FOR THE PURCHASE OF DECORATIVE LIGHTING FIXTURES; PER UNIT PRICES ATTACHED; IN THE AMOUNT NOT TO EXCEED FOUR MILLION ONE HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED FORTY DOLLARS (\$4,177,940.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Utilities Department currently utilizes Holophane Lighting for decorative lighting within the City of Bentonville;

WHEREAS, the City of Bentonville Electric Utilities Department has negotiated with Holophane Lighting for the purchase of decorative lighting fixtures, per unit price attached, in order to match current installed equipment;

WHEREAS, soliciting bids is not feasible as this equipment matches existing equipment throughout the City of Bentonville; and

WHEREAS, this purchase will be made on an “as needed” basis 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 for decorative lighting from Holophane Lighting, per unit prices attached, in an amount not to exceed four million one hundred seventy-seven thousand nine hundred forty dollars (\$4,177,940.00);

Section 2: Because this equipment matches existing equipment used throughout the City of Bentonville, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3: This purchase will be made using budgeted funds;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Waiving Competitive Bidding for Henard Utility Products for Various Badger Water Meters
Action Recommendation & Justification:	An ordinance waiving competitive bidding for the purchase and delivery of various Badger water meters on an as needed basis from Henard, for the City of Bentonville Inventory Department. The items will be ordered on an as needed basis per the unit prices attached. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Henard has been designated as the preferred vendor for these items due to maintaining consistency in our system. As a result, it is neither practical nor feasible to solicit competitive bids. All totals listed are approximate; the award will be determined based on the unit prices provided in the attached documentation.
Amount for Approval:	\$ 183,430.00

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): 2024 Inventory Items

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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Please Recycle!



MEMORANDUM

PURCHASING AND COMPLIANCE OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: 2025 Henard Bid Waiver

This memo recommends the approval of an ordinance waiving competitive bidding for the purchase of various Badger water meters from Henard Utility Products. These meters will be acquired on an as-needed basis to ensure consistency in the City of Bentonville's utility systems.

The Purchasing Department has thoroughly reviewed the bid waiver request and recommends its approval. It is proposed that the City Council approve the waiver of competitive bidding to procure these items directly from Henard Utility Products. The total estimated cost for approval is \$183,430.00, with no additional budget adjustment required.

The Purchasing Department recommends approval of this waiver to maintain consistency and operational efficiency in the City's utility systems. This action supports effective management of City resources and services.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com



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1000 SW 14th Street
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CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: 2025 Henard-Badger Water Meters

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Henard Utility Products, Inc., hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Quote (attached hereto as **Exhibit B**) to the City’s Waiver of Bid, for the purchase and delivery of various badger water meters on an as needed basis, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Inventory Manager, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, 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. Service Timeline:

1. Service Meeting: The Parties shall meet prior to services beginning to review the Scope of Work.

2. Various badger water meters shall be ordered on an as needed basis per the unit prices attached herein.

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.



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CITY OF BENTONVILLE, ARKANSAS

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. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

1. Owner's (City's) Contingency: 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 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 total quote price including tax, as defined herein, for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibit attached hereto. Fees and contingencies shall be as follows:



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a. Total Fee for Construction: Not to Exceed \$183,430.00 (one hundred eighty-three thousand four hundred thirty dollars and zero cents), including all taxes, materials, equipment and other items necessary to perform the work to 100% completion.

b. Owner's Contingency: Not applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit 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.

a. The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion.

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



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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 without first obtaining the written approval of the City. Any Subcontractor approved by the City must be fully licensed and insured to perform the work.

12. INSURANCE. Contractor shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the Contractor's performance of the work; whether it is to be performed by the Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:



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The policies of insurance required are as follows:

- 1) Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
- 2) Comprehensive or Commercial General Liability: \$1,000,000.00 – Each Occurrence

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 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.

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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.

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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.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference to the terms and conditions of this



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Purchasing and Compliance Department
1000 SW 14th Street
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CITY OF BENTONVILLE, ARKANSAS

Contract.

[Signature Page Follows]



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CITY OF BENTONVILLE, ARKANSAS

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (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: _____

Henard Utility Products, Inc.

Address: _____

Date: _____



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CITY OF BENTONVILLE, ARKANSAS

EXHIBIT A

SCOPE OF WORK



Administrative Services
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1000 SW 14th Street
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305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SCOPE OF WORK

Contractor will perform the following services for this Project:

- The items attached in Exhibit B shall be ordered on an as needed basis per the unit prices.



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CITY OF BENTONVILLE, ARKANSAS

EXHIBIT B

CONTRACTOR'S QUOTE

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY SMITH

BADGER WATER METERS 2025

ITEM NO.	Qty	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	1,000	EA.	4606	BADGER MODEL M25 - 5/8" X 3/4" NSF-61 POSITIVE DISPLACEMENT METER - CAST IRON BOTTOM - HR-E LCD ENCODER -7 DIAL 1 US GALLONS - NICOR CONNECTOR. PART NUMBER 107-6685	\$157.20	\$157,200.00
2	100	EA.	4607	BADGER MODEL M55 - 1" NSF-61 POSITIVE DISPLACEMENT METER - CAST IRON BOTTOM HR-E LCD ENCODER - 7 DIAL US GALLONS - NICOR CONNECTOR. PART NUMBER 103-4665	\$262.30	\$26,230.00
						\$183,430.00

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF CERTAIN WATER METERS FOR THE BENTONVILLE INVENTORY DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, PER UNIT PRICES ATTACHED, IN THE APPROXIMATE AMOUNT OF ONE HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$183,430.00), WITH HENARD UTILITY PRODUCTS INC., FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires various Badger water meters in order to meet required specifications;

WHEREAS, these items will be ordered on an as needed basis, per unit prices attached;

WHEREAS, Henard Utility Products Inc. is the sole provider for the standardized water meters in the State of Arkansas, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Henard Utility Products Inc. for the purchase of Badger water meters for the Bentonville Inventory Department, per unit prices attached, in an approximate amount not to exceed one hundred eighty-three thousand four hundred thirty dollars (\$183,430.00);

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 electric meters for the Bentonville Inventory Department;

Section 3: This purchase will be made using budgeted funds;

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 _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance to Waive Competitive Bidding for Mueller Company for Various Water Meters
Action Recommendation & Justification:	An ordinance waiving competitive bidding for the purchase and delivery of various water meters on an as needed basis from Mueller, for the City of Bentonville Inventory Department. The items will be ordered on an as needed basis per the unit prices attached. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Mueller has been designated as the preferred vendor for these items due to maintaining consistency in our system. Therefore, it is neither practical nor feasible to solicit competitive bids. All totals listed are approximate; the award will be determined based on the unit prices provided in the attached documentation.
Amount for Approval:	\$ 469,250.00

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): 2024 Inventory Items

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

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MEMORANDUM

PURCHASING AND COMPLIANCE OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: 2025 Mueller Bid Waiver

This memo recommends the approval of an ordinance waiving competitive bidding for the purchase of various water meters from Mueller. These meters will be acquired on an as-needed basis to ensure consistency in the City of Bentonville's utility systems.

The Purchasing Department has reviewed the bid waiver request and recommends its approval. It is proposed that the City Council approve the waiver of competitive bidding to procure these items directly from Mueller. The total estimated cost for approval is \$469,250.00, with no additional budget adjustment required.

The Purchasing Department recommends approval of this waiver to maintain consistency and operational efficiency in the City's utility systems. This action supports effective management of City resources and services.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com



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CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: 2025 Mueller Water Meters

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Muller Systems, LLC, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Quote (attached hereto as **Exhibit B**) to the City’s Waiver of Bid, for the purchase and delivery of various water meters on an as needed basis, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Inventory Manager, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, 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. Service Timeline:

1. Service Meeting: The Parties shall meet prior to services beginning to review the Scope of Work.

2. Various water meters shall be ordered on an as needed basis per the unit prices attached herein.

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.



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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. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

1. Owner's (City's) Contingency: 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 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 total quote price including tax, as defined herein, for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibit attached hereto. Fees and contingencies shall be as follows:



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CITY OF BENTONVILLE, ARKANSAS

a. Total Fee for Construction: Not to Exceed \$469,250.00 (four hundred sixty-nine thousand two hundred fifty dollars and zero cents), including all taxes, materials, equipment and other items necessary to perform the work to 100% completion.

b. Owner's Contingency: Not applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit 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.

a. The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion.

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



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CITY OF BENTONVILLE, ARKANSAS

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 without first obtaining the written approval of the City. Any Subcontractor approved by the City must be fully licensed and insured to perform the work.

12. INSURANCE. Contractor shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the Contractor's performance of the work; whether it is to be performed by the Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:



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CITY OF BENTONVILLE, ARKANSAS

The policies of insurance required are as follows:

- 1) Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
- 2) Comprehensive or Commercial General Liability: \$1,000,000.00 – Each Occurrence

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 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 taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.



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CITY OF BENTONVILLE, ARKANSAS

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 Exhibit 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.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference to the terms and conditions of this



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Contract.

[Signature Page Follows]



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CITY OF BENTONVILLE, ARKANSAS

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (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: _____

Muller Systems, LLC

Address: _____

Date: _____



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1000 SW 14th Street
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CITY OF BENTONVILLE, ARKANSAS

EXHIBIT A

SCOPE OF WORK



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
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305 SW A Street
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CITY OF BENTONVILLE, ARKANSAS

SCOPE OF WORK

Contractor will perform the following services for this Project:

- The items attached in Exhibit B shall be ordered on an as needed basis per the unit prices.



Administrative Services
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CITY OF BENTONVILLE, ARKANSAS

EXHIBIT B

CONTRACTOR'S QUOTE

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY SMITH

MUELLER WATER METERS 2025

ITEM NO.		UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	1,500	EA.	4377	METER 5/8 X 3/4 420B, BB, SSR, 5' NIC VOGB23N	\$126.00	\$189,000.00
2	150	EA.	4375	METER 1" 452, BB, SSR, 5' NIC VOKS23N	\$235.00	\$35,250.00
3	2500	EA.	4586	MOUNTING KIT MI.NET TTL MS-TTL-A	\$20.00	\$50,000.00
4	1500	EA.	4399	NODE ONLY 5' WIRE WITH NICOR MSW-NODE6S-1P-05-PO	\$130.00	\$195,000.00
						\$469,250.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH MUELLER COMPANY FOR THE PURCHASE OF VARIOUS WATER METERS, PER UNIT PRICES ATTACHED, IN THE APPROXIMATE AMOUNT OF FOUR HUNDRED SIXTY-NINE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$469,250.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Water Department currently utilizes Mueller water meters within the City of Bentonville;

WHEREAS, the City of Bentonville Water Department has negotiated with Mueller for the purchase of water meters in order to match current installed equipment;

WHEREAS, soliciting bids is not feasible as this equipment is required to match existing equipment throughout the City of Bentonville; and

WHEREAS, this purchase will be made on an “as needed” basis, per unit prices attached, 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 for water meters from Mueller Company, per unit prices attached, in the approximate amount not to exceed four hundred sixty-nine thousand two hundred fifty dollars (\$469,250.00);

Section 2: Because this equipment matches existing equipment used throughout the City of Bentonville, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3: This purchase will be made using budgeted funds;

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

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

PASSED and APPROVED this ____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Waiving Competitive Bidding for Core & Main for Various Sensus Water Meters
Action Recommendation & Justification:	An ordinance waiving competitive bidding for the purchase and delivery of various water meters on an as needed basis from Core and Main, for the City of Bentonville Inventory Department. The items will be ordered on an as needed basis per the unit prices attached. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Core and Main has been designated as the preferred vendor for these items due to maintaining consistency in our system. Consequently, it is neither practical nor feasible to solicit competitive bids. All totals listed are approximate; the award will be determined based on the unit prices provided in the attached documentation.
Amount for Approval:	\$ 231,474.00

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): 2024 Inventory Items

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

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MEMORANDUM

PURCHASING AND COMPLIANCE OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 14, 2025

SUBJECT: 2025 Sensus Bid Waiver

This memo recommends the approval of an ordinance waiving competitive bidding for the purchase of various water meters from Core & Main LP. These meters will be acquired on an as-needed basis to ensure consistency in the City of Bentonville's utility systems.

The Purchasing Department has reviewed the bid waiver request and recommends its approval. It is proposed that the City Council approve the waiver of competitive bidding to procure these items directly from Core & Main LP. The total estimated cost for approval is \$231,474.00, with no additional budget adjustment required.

The Purchasing Department recommends approval of this waiver to maintain consistency and operational efficiency in the City's utility systems. This action supports effective management of City resources and services.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com



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CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: 2025 Sensus Water Meters

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Core & Main LP, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Quote (attached hereto as **Exhibit B**) to the City’s Waiver of Bid, for the purchase and delivery of various water meters on an as needed basis, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Inventory Manager, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, 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. Service Timeline:

1. Service Meeting: The Parties shall meet prior to services beginning to review the Scope of Work.

2. Various water meters shall be ordered on an as needed basis per the unit prices attached herein.

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.



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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. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

1. Owner's (City's) Contingency: 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 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 total quote price including tax, as defined herein, for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibit attached hereto. Fees and contingencies shall be as follows:



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1000 SW 14th Street
Bentonville, AR 72712

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305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

a. Total Fee for Construction: Not to Exceed \$231,474.00 (two hundred thirty-one thousand four hundred seventy-four dollars and zero cents), including all taxes, materials, equipment and other items necessary to perform the work to 100% completion.

b. Owner's Contingency: Not applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit 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.

a. The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion.

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



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CITY OF BENTONVILLE, ARKANSAS

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 without first obtaining the written approval of the City. Any Subcontractor approved by the City must be fully licensed and insured to perform the work.

12. INSURANCE. Contractor shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the Contractor's performance of the work; whether it is to be performed by the Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:



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CITY OF BENTONVILLE, ARKANSAS

The policies of insurance required are as follows:

- 1) Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
- 2) Comprehensive or Commercial General Liability: \$1,000,000.00 – Each Occurrence

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 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 taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.



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CITY OF BENTONVILLE, ARKANSAS

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 Exhibit 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.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference to the terms and conditions of this



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CITY OF BENTONVILLE, ARKANSAS

Contract.

[Signature Page Follows]



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (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: _____

Core & Main LP

Address: _____

Date: _____



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

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305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

EXHIBIT A

SCOPE OF WORK



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SCOPE OF WORK

Contractor will perform the following services for this Project:

- The items attached in Exhibit B shall be ordered on an as needed basis per the unit prices.



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

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305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

EXHIBIT B

CONTRACTOR'S QUOTE

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY SMITH

SENSUS WATER METERS 2025

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST
1	200	EA	4002	2" T2 OMNI METER T21G1BA	\$980.00
2	1	EA	4004	3" T2 OMNI METER T31G1BA	\$1,245.00
3	4	EA	4376	4" T2 OMNI METER T41G1AA	\$2,400.00
4	2	EA	4007	6" T2 OMNI METER T61G1AA	\$4,399.00
5	6	EA	4001	2" T2 DROP ASSEMBLY T29G1BA	\$742.00
6	1	EA	4003	3" T2 DROP ASSEMBLY T39G1BA	\$899.00
7	4	EA	4005	4" T2 DROP ASSEMBLY T49G1AA	\$910.00
8	4	EA	4006	6" T2 DROP ASSEMBLY T69G1AA	\$1,710.00

total: \$231,474.00

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF VARIOUS SENSUS WATER METERS FOR THE BENTONVILLE INVENTORY DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, IN AN APPROXIMATE AMOUNT OF TWO HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS (\$231,474.00), WITH CORE AND MAIN, FOR THIS PURCHASE, AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires various Sensus water meters in order to meet required specifications;

WHEREAS, Core and Main is the sole provider for the various Sensus water meters in the State of Arkansas, and bidding would not result in competitive submittals; and

WHEREAS, this purchase will be made on an “as needed” basis using budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Core and Main for the purchase of various Sensus water meters for the Bentonville Inventory Department at a per unit price in an estimated amount of two hundred thirty-one thousand four hundred seventy-four dollars (\$231,474.00);

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 various Sensus water meters for the Bentonville Inventory Department;

Section 3: This purchase will be made using budgeted funds;

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 and APPROVED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2024	Submitted By:	Donald Schmidt
Phone:	(479) 271-3140	For Department(s):	Water Utilities - Water
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Amend IFB-24-70 - IDIQ Water Service Line Replacement Agreements
Action Recommendation & Justification:	Staff requests a Resolution authorizing the Mayor and City Clerk to amend the IFB-24-70 IDIQ contracts for an increased amount of \$1,000,000.00 (\$500,000.00 per contract). The contract work is an aggressive, turnkey measure taken to directly address the City's water loss and the amendments are necessary to keep both contractors working to replace failing water service lines. Utility Board approved 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This specific contract work was not budgeted for 2025 but was identified as a need late 2024 due to the increased failure rate of City water service lines exceeding our existing staff and current Water/Sewer IDIQ contractor's ability to meet demand. The original contract was approved by City Council on 11/12/2024. Both contractors continue to exceed production expectations and are helping to reduce water loss with every service line that is replaced.
Amount for Approval:	\$ \$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):

These contract amendments will be funded by Utility Fund Reserves.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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Please Recycle!



CITY OF BENTONVILLE, ARKANSAS

Purchasing Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated _____ is made by the City of Bentonville, Arkansas (“City”) and Calcon, Inc. (“Contractor”), parties to the Invitation for Bid (IFB)-24-70 with Bentonville Water Department, for Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement, dated November 20, 2024 (the “Agreement”).

1. The Original Agreement that was approved by City Council on November 12, 2024, in an amount not to exceed \$500,000 per year for each contract awarded.
2. The Agreement is Amended as follows:
3. The estimated total of payments for the contract is estimated to be \$1,000,000.00 per contract term.
4. This Amendment shall be effective immediately when fully executed.
5. 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

BY: _____
Stephanie Orman, Mayor

DATE: _____

Company Name: _____

BY: _____

Name(printed): _____

DATE: _____



CITY OF BENTONVILLE, ARKANSAS

Purchasing Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated _____ is made by the City of Bentonville, Arkansas (“City”) and Mo-Ark Utilities (“Contractor”), parties to the Invitation for Bid (IFB)-24-70 with Bentonville Water Department, for Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement, dated November 20, 2024 (the “Agreement”).

1. The Original Agreement that was approved by City Council on November 12, 2024, in an amount not to exceed \$500,000 per year for each contract awarded.
2. The Agreement is Amended as follows:
3. The estimated total of payments for the contract is estimated to be \$1,000,000.00 per contract term.
4. This Amendment shall be effective immediately when fully executed.
5. 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

BY: _____
Stephanie Orman, Mayor

DATE: _____

Company Name: _____

BY: _____

Name(printed): _____

DATE: _____

RESOLUTION NO. _____

A RESOLUTION AMENDING BID IFB-24-70 IDIQ CONTRACTS WITH CALCON, INC. AND MO-ARK UTILITIES, FOR WATER SERVICE LINE REPLACEMENT, AS SET FORTH IN BID IFB-24-70, IN THE TOTAL AMOUNT NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000.00); AMENDING THE 2025 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 amending bid IFB-24-70 IDIQ Contracts, to both Calcon, Inc. and MO-ARK Utilities, for an increased amount of one million dollars (\$1,000,000.00);

WHEREAS, the contract work is an aggressive, turnkey measure taken to directly address the City's water loss and the amendments are necessary to keep both contractors working to replace failing water service lines; 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 amended contracts with Calcon, Inc. and MO-ARK Utilities, as set forth in Bid 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 2025 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 _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Donald Schmidt
Phone:	(479) 271-3140	For Department(s):	Water Utilities - Water
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Enter into an Agreement with Consulting Engineering, Inc. for Leak Detection Services
Action Recommendation & Justification:	Staff requests a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Consulting Engineering, Inc. for leak detection services on the City's water distribution system in the amount of \$149,400.00. Consulting Engineering, Inc. was selected for RFP-24-78 following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with State law. Utility Board approved 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The project will involve comprehensive leak detection and correlation services across 360 miles of the City's water distribution infrastructure. The goal is to identify and potentially quantify water leaks that are not visible on the surface. This is another critical step being taken to help reduce water loss and improve resource management.
Amount for Approval:	\$ 149,400.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

503020-43410	Professional Services/Other	\$ 149,400	\$
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):

This project will be funded by Utility Fund Reserves.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: RFP-24-78-Water Leak Detection Services

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Consulting Engineering, Inc., hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Proposal Submission (attached hereto as **Exhibit A**) to the City's request for proposal-24-78-Water Leak Detection Services (attached hereto as **Exhibit B**). The work shall consist of performing the comprehensive leak detection survey of approximately 360 miles of water transmission and distribution mains, with the findings summarized in a report based on the requirements 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 Water Utilities O/M 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 maximum term not to exceed five (5) 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. Service Timeline:

- 1. Initial Meeting Meeting:** The Parties shall meet prior to work beginning to review the Scope of Work.
- 2.** Work shall begin within seven (7) days from Notice of Award.
- 3.** The contractor shall furnish the City with a weekly copy of leak reports for any possible leaks that are identified, as well as a final report within thirty (30) days from the end of the project.



CITY OF BENTONVILLE, ARKANSAS

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.

c. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the cost per mile basis, as defined herein, for actual work performed. Contractor agrees to only



CITY OF BENTONVILLE, ARKANSAS

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 Service: \$149,400.00 (one hundred forty-nine thousand four hundred dollars and zero cents), including all taxes, delivery charges, and other items necessary to perform the work to 100% completion.

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 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-24-78.

a. The Contractor may choose to submit progress invoices (for actual work performed) or one invoice after 100% completion.

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



CITY OF BENTONVILLE, ARKANSAS

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 without first obtaining the written approval of the City. Subconsultant approved by the City must be fully licensed and insured to perform the work.

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



CITY OF BENTONVILLE, ARKANSAS

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 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



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.

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.

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 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (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: _____

Consulting Engineering, Inc.

Address: _____

Date: _____

Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT A

CONTRACTOR'S PROPOSAL SUBMISSION TO RFP-24-78



CONSULTING ENGINEERING, INC.

**Proposal for
Water System Leak Detection Services
RFP-24-78**

City of Bentonville, AR

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3 Experience

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4 Cost Proposal

- Price pp.22

1. Introduction

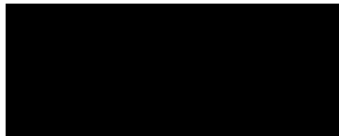
Cover Letter

Consulting Engineering Inc. (CEI) is pleased to submit its technical proposal through this letter to the City of Bentonville for their Leak Detection Program.

We believe our response meets the requirements set out by the City of Bentonville where CEI's methodology will abide by the City of Bentonville's technical specifications. If the City of Bentonville determines that CEI's response is deficient in any way, CEI respectfully requests to be notified and, where appropriate, given the opportunity to correct any such deficiency.

Please, forward any questions, comments, or concerns regarding this solicitation response to Y Chan via the contact information below. On behalf of the CEI team, we thank you for the opportunity to respond to these contract documents and look forward to serving the City of Bentonville.

Sincerely,



Y Chan
Civil Engineer & Principal Owner
Consulting Engineering Inc.
440-238-9699 x206
Y.Chan@cengr.co

Company Profile

CEI has no existing or past financial relationships with the Authority's Governing Board, staff, and/or entities for which said members are employed or have an interest.

History

Founded in 1984 as an S-corp, Consulting Engineering, Inc. (CEI) is a bona fide RSB/MBE/DBE/CSB/EDGE-certified team of consultants specially trained for the requirements of this project. CEI has successfully completed hundreds of design, study, forensic, administration, and inspection projects including transportation systems, water systems, site improvements, land surveying, structural design, construction inspection & administration, and leak detection surveys & pinpointing with expertise across North America.

Equipment

We utilize state-of-the-art leak detection equipment to identify, pinpoint, measure, and reduce water losses in metallic and non-metallic systems with varying pressure zones in rural, suburban, and high-density areas with varied distances between assets such as hydrants, valves, and meters. We are equipped with analog and digital devices from Vivax-Metrotech, Subsurface Leak Detection, Itron, Zcorr, CST/Berger, SebaKMT, Samsung, and Apple to stop water loss.

Philosophy

CEI uses the Plan-Do-Study-Act (PDSA) iterative problem-solving model. We believe what gets measured gets improved. By planning a detailed work program with scheduled metrics, we execute comprehensive leak detection services on solid footing with results going back into the PDSA feedback loop. CEI has the experience breadth, history, depth, and qualifications needed to make this program a resounding success.

Our DNA

Our partnership with ESRI allows us to utilize [ArcGIS](#) to capture valuable data such as asset conditions, mapping conditions, photos, and virtually any field condition allowing municipalities a means to update their system and receive accurate reports. This data is collected in real-time with GPS-enabled, devices so accountability and safety are built into the DNA of our process.

Safety

As an engineering firm, we are MUTCD and OSHA compliant. We recognize the importance of making our customers happy along with those they serve so our conduct, dress, communication, and visibility are made clear before our boots touch the ground.



2. Approach for Work Completion

Approach

Prior to the daily execution of leak detection activities, all pre-work and planning will have been completed to abide by state DOT & MUTCD standards. CEI requests all water maps and areas of interest, preferably as shapefiles, to be provided before the start of field work to maximize efficiency in scheduling the route.

Daily, the sequence of work will include all the following activities with the Field Services Leader overseeing these activities which will primarily be done during normal work hours:

- Safety meeting.
- Anticipated work areas will be communicated weekly with daily updates by street, block areas, or ArcGIS polygons.
 - Permission for nighttime, weekend, & holiday work will be communicated.

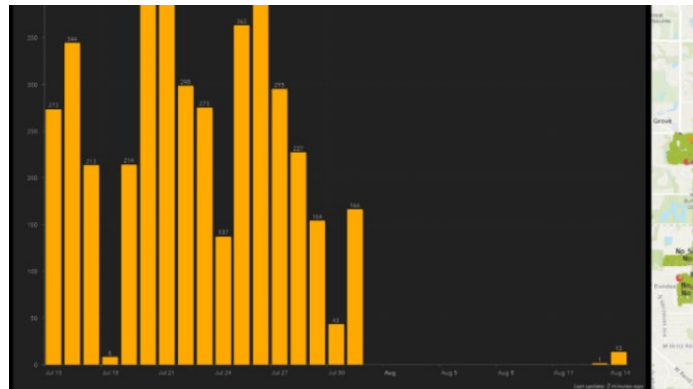
Phase 1, Sounding:

- Listen to all accessible hydrants, hydrant auxiliary valves, main line valves, and curb stops (if needed)
 - For non-metallic water mains, apply a ground microphone over the main at a maximum of ten (10') foot intervals with attention to known main tie-ins, bends, and service taps.
 - Where mains are located off the roadway, the edge of the paved surface may be used as the listening surface when the main is within 3' of the road edge. Where the main is more than 3' from the road edge, the ground mic shall be applied directly over the main.
- Collect asset data in ArcGIS during sounding: sound intensity, identified leaks, asset defects, mapping discrepancies, visual water, photos, and comments. Move to the next identified asset in survey.
- During pinpointing, identify nearby assets to determine if leak noise is audible at other locations to narrow leak location points and assess the probable size of the leak (valves/meter boxes, etc.).

Phase 2, Pinpointing:

- Begin correlation between the two assets then place correlator sensors on two identified assets.
- Enter all know information on control box (distance, pipe material, diameter, etc.).
- Identify nearby assets to determine if leak noise is audible at other locations to narrow leak location points and assess the probable size of the leak (valves/meter boxes, etc.).
- If a leak is identified & the main location is known, then use a measuring wheel to paint or tack & hub.
- Document leak location markings with a digital photograph then upload to ArcGIS. Video is optional.
- Record pinpointed leak characteristics including, but not limited to:
 - Location information, address, and GPS coordinates
 - Suspected leak type with estimated GPM
 - Recommended corrective action(s) with any information that will assist repairs.
- Leakage rates will be determined by measurements and results obtained be as recorded by the listening device(s) and the size and shape of the correlation graph.

Real-time online data visualization



Reports

Reporting will be cumulative where applicable.

- Where info is available the date, location, pressure zone, service area, leak type, size, material, volume, cost, visibility, priority, technician, and comments will be reported.
- Immediately, reports will be for visible or potentially hazardous conditions such as water main breaks, broken services, or erosion.
- Daily reports will be emailed indicating the amount of pipe surveyed and leaks with accompanying severity, urgency, mapping discrepancies, and assets irregularities.
- Weekly, reports will include areas and assets surveyed. Comments including productions rates & variation, suspicious noise, correlation activities, and pinpointed leaks.
- Monthly, reports will include survey areas, summary of critical components, disruptions, discussion of results, identified leaks, discrepancies, and graphical summarization of findings along with upcoming work.
- A final report will include compiled, pertinent data with findings, recommendations, methodology, equipment used, tabulated summary, maps, photos, analysis, and results.
- Deliverables will be transmitted electronically to our client in Microsoft Project and emailed in printable PDF format.

Inspection of water mains will be based on pipe material with the following guidelines to maximize both effectiveness and efficiency:

- Metallic Pipelines - listening through direct contact with water assets 300 linear ft (91.4m), which may include hydrants and mainline valves.
- Non-Metallic pipelines - listening through direct contact to all accessible water assets including valves, hydrants, service connections, air releases, visible pipe sections, etc. Digital correlating loggers with the ability to record sound for desktop analysis may also be utilized.

Equipment Utilization

The standard equipment listed in our proposal is the expected equipment to be available and utilized on this project. Our equipment has been proven to achieve the desired results of locating and pinpointing potential leaks on various pipe materials. All equipment has been used for 7+ projects. We perpetually carry brand new backups. The sound attenuation of non-metallic pipe demands a more frequent testing interval so we will be utilizing more contact points. The digital loggers will be utilized when there is a lack of contact points or ambient noise becomes problematic and testing of overnight pipe sections is desired.

Repaired Leak Sites

After each leak has been successfully repaired or stopped, the Surveyor shall electronically re-survey each repaired leak site to verify a positive repair by the utility owner, plus detect and locate any possible undiscovered leakage whose sound may have coincidentally been masked or overpowered by the original leak's sound. Verification and cancellations are recorded in ArcGIS for data-analysis and historical purposes.



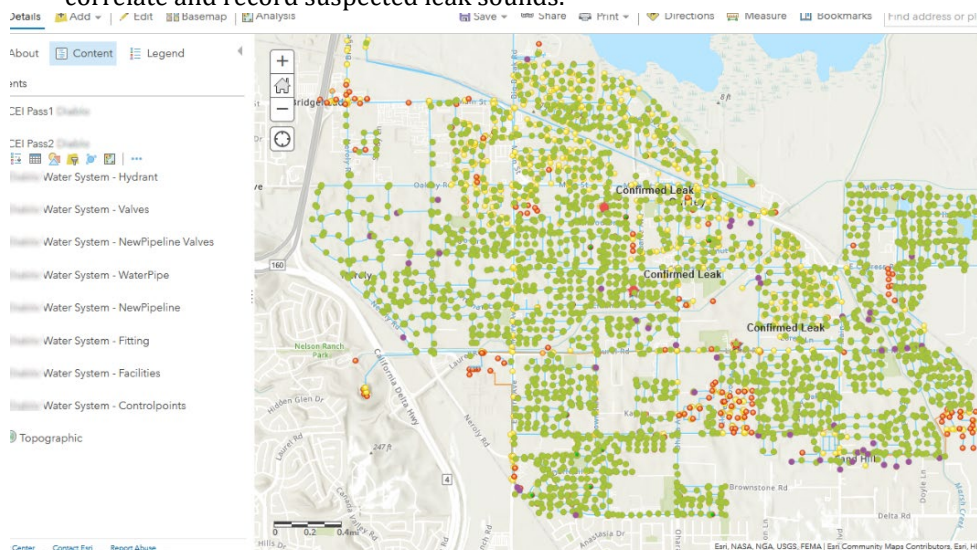
Large Diameter Mains

To eliminate vehicular, pedestrian, airplane, train, and any other environmental ambient noise, CEI recommends night work for large diameter mains. This will allow us to avoid consumption while mains are fully pressurized for clear sounding. CEI will sound all listening points on large diameter mains. These mains will be reserved for our most experienced personnel who have shown a history of locating main breaks, joint leaks, packing leaks on open geared valves and bypass valves, bypass bonnet leaks, and abandoned corporations.

Adverse Conditions

CEI understands that the team may encounter various topographies, pipe materials, soil types, vegetation conditions, roadway surface covers, etc. which may add additional constraints to the leak identification effort. To combat these conditions, CEI will utilize additional techniques to pinpoint the source of a suspected leak.

- Line Locator
 - Confirming the pipeline location will be the first step in pinpointing a leak in adverse conditions. This allows the technician to prioritize the search area leading to visual inspection of other utility assets for water infiltration.
- Visual Inspection of other utilities
 - Identifying the location of other utility assets and manholes allows the technician to perform visual inspections where they may see water infiltration from the suspected leak which will in turn reduce the search area and aid in the pinpointing effort.
- Water sampling
 - Taking a residual chlorine measurement of any visible water or water infiltration of another utility will add confidence that a leak is present.
- Ground mic utilization
 - In situations where there are not 2 assets to correlate on either side of a suspected leak, a ground mic may be utilized for pinpointing.
 - A ground mic may be used to confirm correlated results. A ground mic plate will be used on non-paved surfaces as most ground mics are designed for paved roads.
- Static pressure testing
 - Pinpointing crews will be equipped with gauges that can be affixed to a fire hydrant to check the system pressure to see if a leak may be present.
- Overnight loggers
 - For high ambient noise situations, CEI may utilize overnight loggers with the ability to correlate and record suspected leak sounds.



Quality and Features of Proposed Equipment

CEI uses a variety of listening devices in order to leverage filtering options, annual services, and calibrations. All equipment is recharged daily while teams are outfitted with backup batteries, devices, and attachments such as headphones, attachments, cords, and lanyards. The use of different devices allows for greater comparison, re-calibration, and training options. Naturally, these devices have different performances based on material differences so the variety of equipment means greater accuracy for our customer.

SebaKMT HL 50-BT with GM-80

This ubiquitous instrument was created by Vivax-Metrotech and compatible with the GM-80 ground mic. This SebaKMT water network survey leak locator tool has outstanding acoustic properties which enable the operator to locate large and small water leaks. Three basic filter settings allow the user to adjust to any leak scenario. The integrated LCD screen displays the actual measured sound level as a number and simultaneously as a bar graph. After each new measurement, the previous level will still be displayed to compare sound levels.



This listening device can be used to investigate potential leak noises. Based on the digital readout, verification and pinpointing can be prioritized. In addition, upon the follow-up visit, the applicable appurtenance can be rechecked to confirm a leak noise is still present, at or greater than the value of the initial visit. This confirms a leak is indeed present and eliminates false-positive reporting.

SebaKMT HL 5000 with GM-80

Along with being compatible with the GM-80 ground mic, this equipment uses modern digital signal processing technology (DSP) to clearly recognize the leak sound, even with substantial environmental ambient noise. The sounds are both audibly perceived and graphically displayed using dual segment analysis (DSA) technology. For the user this means greater reliability in locating water losses.



HWM L-mic

The well-known HWM L-mic is an easy-to-use, low cost, electronic listening stick and ground microphone combined. It is ideal for general leak sounding operations and can be fitted with either a tripod foot (for use as a ground microphone) or probe rods (for sounding at fittings or in soft ground). The control unit is hand-held with a 'trigger' operation and a volume/sensitivity rotary control. An LED indicates operation and battery status. This lightweight unit can be used to confirm the position of underground leaks audibly from ground level, sound pipe fittings penetrate soft ground to listen for leaks and carry out traditional acoustic surveys.



Subsurface Leak Detection LD 8

Accurate and reliable, the SubSurface LD 8 is a lightweight instrument for water leak detection of hydrants and fixtures. This leak detection tool uses contact rods attached to a piezoelectric sensor and amplifier to connect to water line fixtures so the construction professional can listen for the sound of unwanted water flows. Also, the amplifier comes with an amplification range of 55 decibels with a frequency range of 100 to 2,000 Hertz.



The LD-8 includes a short contact rod used for listening to hydrants while the long contact rods are used for below-grade meters and valves. Also, this water leak detector has a two-digit LCD display that is easy-to-read.

Subsurface Leak Detection LD 15

The SubSurface Instruments LD-15 Leak Survey Equipment offers the best solution for listening to leaks at hydrants, valves, and meters. It features a high-sensitivity sensor with a sealed waterproof Neodymium magnet. Equipped with an amplifier, this device has superior audio quality and amplifies to 56 db. This device includes three filter ranges and comes with both survey & pinpoint functions for water leaks. Plus, the sensor has a resonance frequency of 950 Hertz which can detect the faintest of sounds. With an IP68 protection rating, this unit is dustproof and water submersible up to 3 feet for 3 hours. It comes with a large meter display for easy reading and up to 80 hours of battery life.



Subsurface Leak Detection LC 2500

The SubSurface LC-2500 Leak Noise Correlator is lightweight and compact, yet it offers full capabilities for programming and correlating leak noise from many different pipe materials and diameters. Great Sensors, powerful radios and fast processing of sounds make the LC-2500 truly the best performing correlator on the market.

This correlator is used for QA/QC and pinpointing of the leak noises often qualified by the HL-50 in sounding. Multiple correlations are used to localize suspected leak source(s) to be verified by ground mics or additional inspection. The graphical display indicates to the technician the possible size and characteristics of the leak.



CST/Berger Magna-Trak Locator

The Magna-Trak locates ferromagnetic objects which may be concealed by earth, road surface, snow, and/or water. These objects may include hydrants, marker magnets, manhole covers, valve rods, surveying marks and rods, water meters, etc.

This metal detector will be used to locate potentially buried assets which may prove especially useful during nighttime operations, areas of heavy vegetation, or where visibility may be poor.



Vivax-Metrotech VM-810 Line Locator

The antenna system in the locator is different from a normal locator. Rather than place antennas on the same center line, one antenna is offset to the right and another to the left. Coupled with extremely sensitive electronics enables the locator to find which antenna is receiving the strongest signal, indicating which direction one should move to be over the buried line. The VM-810's Distance Sensitive Left/Right Guidance provides a sharper, crisper, response, allowing for greater accuracy in line location.



This line locator will verify the line location in the street to enable accurate pinpointing and field markings of leak locations.

Lovibond Chlorine Tester

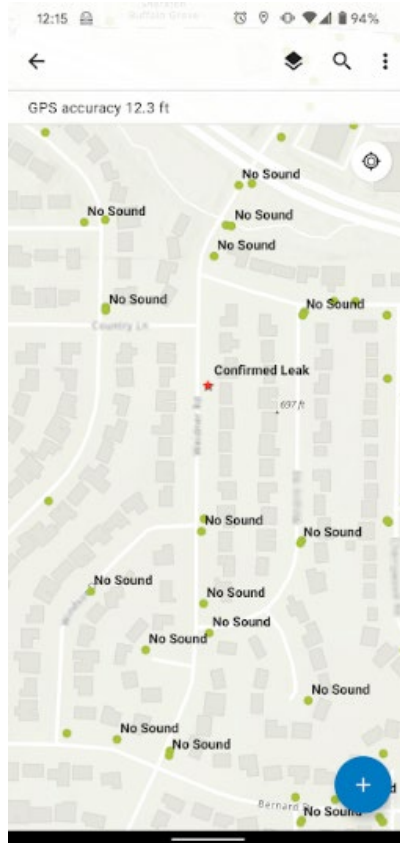
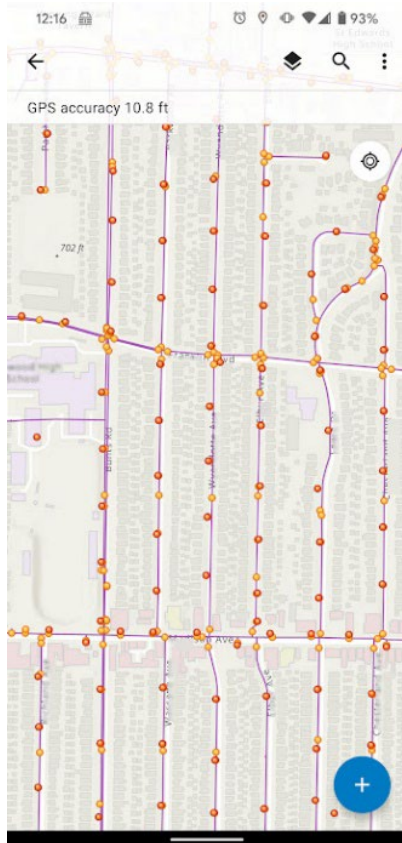
Free Chlorine (hypochlorous acid) reacts with Ammonia and certain Nitrogenous compounds to form Combined Chlorine. With Ammonia, the reaction produces chloramines which have very little disinfecting power; thus, it is important to be able to determine the various fractions of Chlorine present at any one time. DPD (NN Diethyl p Phenylene Diamine Sulphate) is the preferred reagent for the determination of Free, Combined and Total Chlorine. It is available in Tablet, Liquid and Powder form.

Total Chlorine can also be measured using a Potassium Iodide reagent. This can measure concentrations of up to 300 mg/l chlorine and is widely used in food manufacturing and industrial water treatment.



Data-Enabled Collection Devices with [ArcGIS](#)

GPS & data-enabled devices with ArcGIS Field Maps allow our specialists to collect photos, videos, acoustics, mapping discrepancies, and all assessment data. Our devices include Samsung, Apple, and LG phones, tablets, & PCs. With interactive mapping, we import GIS shapefile(s), update GIS information, and provide valuable information using our flexible data-driven solutions and analysis tools. By creating customizable layers, our leak detection specialists can collect information which can be represented visually and represent patterns in whatever manner we find valuable. Though this information is visually stunning, the power behind this is our teams can share and access information through mapping, embedded information, and dashboards.



12:14

Collect

Leak Investigator
41.340849°N 81.820057°W

TAKE PHOTO ATTACH

Leak Severity *

Yes Sound

Comments

Location Error

CNI, valve

No

CNI, hydrant

No

Missing Op Nut *

No

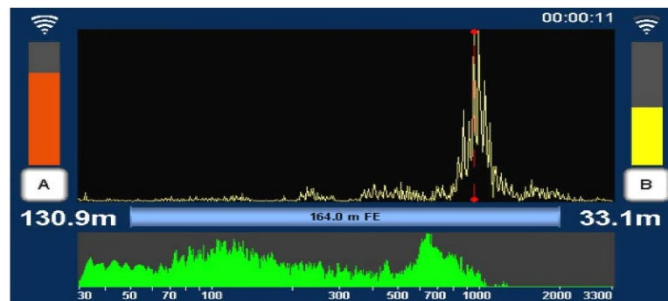
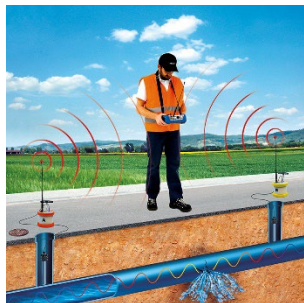
Behind Fence

Under Vehicle

SebaKMT Corelux C-3 Correlator

The acoustics of pressurized water travel in all directions of the pipe. This noise is recorded, amplified, and sent wirelessly to the correlator by 2 sensors (piezo mic, hydrophone) which are attached to the pipe (e.g. valve, hydrants). The C-3 compares the signals then calculates the distance based on the delays time of the signals, sensor distance, and sound velocity in the pipe.

This hybrid correlator can be used for online and offline correlations. The C-3 is capable of multi-correlation without pipe parameter input, possesses a touch display with an intuitive user interface, has long operating times, has inductive sensor charging, and can pinpoint using multi-sensors or a ground mic. This device is perfect for all piping materials.



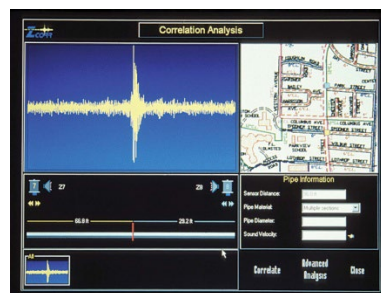
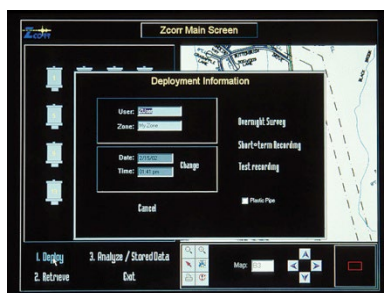
ZCorr Digital Correlating Loggers

ZCorr digital correlating loggers offer significant advantages over listening loggers by detecting and pinpointing multiple leaks in a zone overnight. ZCorr's technical advances make leak surveying viable for water utilities at less effort and cost.

ZCorr is a software-driven approach that allows a distribution system leak survey to be efficiently directed from the office, integrating leak detection data, maps, and database tools to:

- Plan the survey and print deployment orders.
- Pinpoint leaks and print repair reports.
- Track survey progress and performance.

The ZCorr survey has 3 steps: DEPLOY, RETRIEVE and ANALYZE. Each step can be taken either in the office or in the field.



Policy & Affiliation Statements

Health & Safety Policy

It is the policy of Consulting Engineering Inc. to provide a safe and healthy culture for our employees and to observe all State and Federal Laws and Regulations, including but not limited to training and certifications associated with our tasks in the context with which they are performed to follow safe practices and to recognize, correct, and/or avoid unsafe working conditions.

Active participation and adherence to the Safety Program is a condition of employment. No individual should work at a job that he or she knows is not safe. Therefore, we must make every workplace safe by detecting, correcting, and reporting unsafe conditions, as well as the detection of unsafe work practices.

Our Safety Policy has equal importance with Consulting Engineering Inc.'s policies of providing the best quality and most productive service in our industry with a goal of preventing all accidents and injuries. Because of the many different hazards of our industry, we must maintain a constant safety awareness to achieve this goal.

Public Safety

We recognize the importance of making our customers happy along with those they serve so our conduct, dress, communication, and visibility are made clear before our boots touch the ground. Operations are planned & conducted to maximize convenience to the public including permission to access inaccessible areas.

Our plan conforms to the MUTCD (Section 6G.02 Type of Temporary Traffic Control Zone Activities, Work Duration). Our work follows the guidelines of mobile work (work that moves intermittently or continuously) which specifically mention frequent stops for activities such as utility operations. Our traffic plan satisfies Canada's Traffic Control Manual (Sections 18.3 Standards of Traffic Control and 8.24 High-visibility Apparel).

CEI's work vehicle(s) maintain an oscillating dome light, traffic cones, 4-way blinkers, CEI branded magnets & DOT-approved Class III reflective high-visibility clothing, and a survey sign for advanced traffic warning to increase visibility. The survey sign is periodically retrieved and repositioned in advanced warning areas.

CEI requests a laminated letter from the Water Utility Superintendent to be displayed in-vehicle and presented to residents and authorities should they have questions including contact information. Additionally, we carry branded identification which matches our equipment.



Any additional concerns may be found in the adverse conditions detailed in the methodology and will be addressed in the kickoff meeting.

Meter or AMR Manufacturer Affiliation

CEI has no affiliation with any meter or AMR manufacturers.

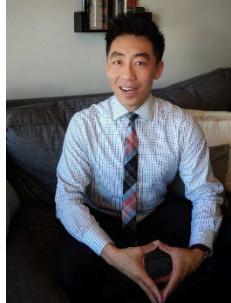
Cleanup

CEI maintains neat, orderly working conditions to ensure environmental and fire safety. Proper disposal of rubbish and maintenance of natural beauty is a part of our office and field culture.

3. Experience

Key Personnel

Project Manager – 20+ years of experience



Y Chan is the Principal Owner and a Civil Engineer with a BSCE from the Ohio State University with a specialization in Structural Engineering (2003) who has managed civil design projects and leak detection programs for CEI since 2013. He managed all projects listed in this proposal while performing sounding and pinpointing, as needed. In addition to managing leak detection and water audit projects, Mr. Chan has managed and designed civil engineering and construction administration projects around the nation for ODOT, OTIC, PATH, NYCDOT, NYSDOT, PennDOT, MTA, MetroNorth, NHDES, GSA, Veterans Affairs, and numerous government entities. He is the architect of CEI's ESRI/ArcGIS program used for documenting listening points including asset defects, GIS mapping errors, photos, and acoustic results in ArcGIS Field Maps so the data is readily accessible. He is a DOT-certified flagger, CPR-certified, and experienced in all Bentley programs, all AutoDesk programs, and Cartegraph. He manages all budgeting, scheduling, communications, data analysis, and reports.

Experienced Oversight – 30+ years of experience



Ray C. S. Chan, P.E., is the founder of CEI. He is a Structural and Hydraulic Engineer with his BSCE from the University of Illinois at Urbana-Champaign and masters from Virginia Tech. He is well-acquainted with water infrastructure projects, specializing in leak detection in the Cleveland Water System; the majority of the Cleveland master-metered suburban cities, including City of East Cleveland, Cleveland Heights (a client since 1990), the City of Bedford, the City of Lakewood, and other surrounding suburbs; and across North America.

Ray C. S. Chan, P.E., will be responsible for the program oversight. Mr. Chan has specialized in leak detection and location since 1974. He was the engineer-in-charge for the Pitometer Associates, assigned to the Cleveland Water Department in the early '80s where he detected and pinpointed leaks for the entire system (5,360 miles) including applying first generation leak correlation technique to pinpointing. Being in business for over thirty years, Mr. Chan believes in a safety-oriented team effort focused on clear communication while emphasizing quality assurance. Deliverables are expected to stay under budget while meeting established deadlines.

Field Services Leader – 15+ years of experience



Maurice Little's input is critical in the purchase of all water leak detection equipment. He is an expert in the use of all CEI leak detection equipment and the training of field technicians.

With thousands of miles of water utility experience, he has performed & executed all field services in this proposal. His conceptual skills, leak detection training, and field experience provide for the skills, knowledge, and expertise to evaluate and pinpoint leaking assets, document findings, and make recommendations for rehabilitation. Training and Certifications include ArcGIS Field Maps, Cartegraph, OSHA 30, Field Operations Classroom Training, Valve Operator, Truck Safety, Equipment and Inspection Training, Trimble Operation and Data Management Training, First Aid/CPR Certification, Confined Space Entry Trained, Flagger Certification, Hydrant Flushing/Flow Trained (AWWA M17, NFPA 291), DOT Certified Vehicle Driver.

In addition to CEI projects, Mr. Little has performed the following:

19655 Tanbark Ln | Strongsville, OH 44149
Tel: 440.238.9699 | Email: ce@cengr.co | Website: www.cengr.co

Client	Years	Leak Detection	Valve &/or Hydrant Assessment	UDF	Confined Space	System Iso. (Shut-downs)	On-Call Services	Metallic	Non-Metallic	Miles
Anne Arundel County, MD	2017	Yes	Yes					Yes		210
Baltimore City, MD	2007-2013	Yes	Yes		Yes	Yes	Yes	Yes		160
Baltimore County, MD	2007-2013	Yes	Yes		Yes	Yes	Yes	Yes		220
Batavia, IL	2017-2018	Yes						Yes		190
Bayonne, NJ	2015	Yes						Yes		130
Buffalo Grove	2020-2022	Yes					Yes	Yes		183
Carol Stream, IL	2018	Yes	Yes	Yes				Yes		140
Charles County, MD	2017	Yes	Yes					Yes		150
Cleveland, OH (CWD)	2016-2017	Yes	Yes				Yes	Yes		2,100
DC Water	2010	Yes	Yes					Yes		660
Dupage, IL	2014	Yes		Yes				Yes		160
Edenton, NC	2009	Yes	Yes					Yes		130
Flagstaff, AZ	2017-2018	Yes	Yes					Yes	Yes	220
Georgia Environmental Finance Authority	2015	Yes						Yes		1,200
Hays, KS	2015	Yes						Yes		106
Howard County, MD	2016-2017	Yes	Yes				Yes	Yes		500
Jersey City, NJ	2015	Yes						Yes		210
Lakewood, OH	2020-2022	Yes						Yes		240
Lowell, MA	2019	Yes						Yes		215
Massachusetts Water Resources Authority	2015, 2016, 2018	Yes					Yes	Yes		3,735
McKinney, TX	2011	Yes						Yes	Yes	120

Client	Years	Leak Detection	Valve &/or Hydrant Assessment	UDF	Confined Space	System Iso. (Shut-downs)	On-Call Services	Metallic	Non-Metallic	Miles
Middleborough, MA	2016	Yes						Yes		135
Minneapolis, MN	2015	Yes						Yes		440
Needham, MA	2012	Yes						Yes		150
New Hampshire Department of Environmental Services	2018	Yes						Yes		732
Norridge, IL	2017	Yes		Yes				Yes		44
North Kentucky, KY	2016	Yes					Yes	Yes		160
Pagosa Springs, CO	2015	Yes						Yes		240
Piqua, OH	2017	Yes					Yes	Yes		110
Pontiac, MI	2015	Yes	Yes					Yes		
Puerto Rico Aqueducts & Sewers Authority	2015	Yes					Yes	Yes	Yes	1,700
San Antonio Water System	2015	Yes						Yes		2,400
Surrey, British Columbia Canada	2017	Yes					Yes	Yes	Yes	180
Waco, TX	2014	Yes						Yes	Yes	190
Monroe County Water Authority, FL	2014	Yes	Yes	Yes				Yes	Yes	170
Wilson, NC	2015	Yes	Yes					Yes		130
WSSC, MD	2014, 2015	Yes	Yes					Yes		1,700

Field Services Technician – 15+ years of experience

Damian Booker has conducted acoustic surveying and valvebox assessment & cleaning for Tucson, AZ; Buffalo Grove, IL; Carol Stream, IL; Oak Park, IL; Park Ridge, IL; Montgomery, PA; Baltimore, MD; Cleveland, OH, & Lakewood, OH. Mr. Booker has experience with Vivax-Metrotech, CST-Berger, Sub-Surface and SebaKMT products as well as traditional equipment. Mr. Booker has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.

Field Services Technician – 5+ years of experience

Calvin Roberts has conducted acoustic surveying and valvebox assessment & cleaning for Flagstaff, AZ; Springfield, IL; Carol Stream, IL; Lowell, MA; Buffalo Grove, IL; Oak Park, IL; Park Ridge, IL; Diablo, CA; Montgomery, PA; Cleveland, OH; & Lakewood, OH. Mr. Roberts has experience with Vivax-Metrotech, CST-Berger, Sub-Surface and SebaKMT products as well as traditional equipment. He has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.



Field Services Technician – 3+ years of experience

Michael Scott is a Leak Detection Specialist who has conducted acoustic surveying and valvebox assessment & cleaning for Lowell, MA; Park Ridge, IL; Buffalo Grove, IL; Oak Park, IL; Park Ridge, IL; Diablo, CA; Montgomery, PA; Cleveland, OH; & Lakewood, OH. He has experience with Vivax-Metrotech, CST-Berger, and SebaKMT products as well as traditional equipment. He has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.

Field Services Technician – 2+ years of experience

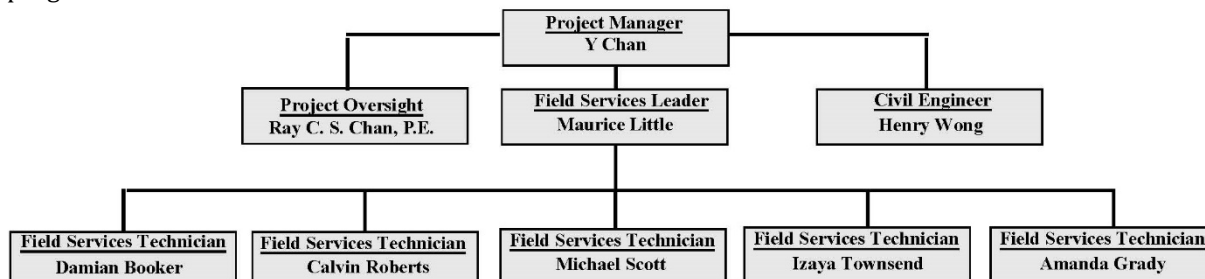
Izaya Townsend has conducted acoustic surveying and valvebox assessment & cleaning for Arlington Heights, IL; Buffalo Grove, IL; Glenview, IL; Montgomery, PA; Cleveland, OH; & Lakewood, OH. Mr. Gaither has experience with Vivax-Metrotech, CST-Berger, Sub-Surface, and SebaKMT products. He has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.

Field Services Technician – 2+ years of experience

Amanda Grady has conducted acoustic surveying and valvebox assessment & cleaning for Springfield, IL; Buffalo Grove, IL; Montgomery, PA; Cleveland, OH; & Lakewood, OH. He has experience with Vivax-Metrotech, CST-Berger, and SebaKMT products as well as traditional equipment. She has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.

Data Integrity, Office Support, Civil Engineer – 30+ years of experience

Henry Wong was a Leak Detection Specialist with CEI in the '80s and '90s who now provides support to field services using ArcGIS online, scheduling access to inaccessible areas, tracking crew production, verifying data integrity, generating daily reports, etc. He is familiar with all ESRI, Cartegraph, Bentley, and AutoDesk programs.





Representative Projects

Customer: Naperville, IL (\$545,292.00 Contract/yr)
Contact: Tony Conn | Deputy Director
Material: Metallic & Non-metallic | Completed: 2024 (2025, 2026) |
System Age: ~100 yrs.
Services Rendered: Leak detection of 748 miles twice a year while documenting all listening points, defects, mapping discrepancies, sounds, and leaks along with emergency services.

Customer: Clearwater, FL (\$199,771 Contract/yr)
Contact: Adam Brugman | Distribution Manager
Material: Metallic & Non-metallic | Completed: 2024 (2025, 2026) |
System Age: ~100 yrs.
Services Rendered: Leak detection of 730 miles while documenting all listening points, defects, mapping discrepancies, sounds, and leaks along with emergency services.

Customer: E Source and Cal Water (\$317,850 Contract/yr)
Contact: Kate Gasner | Vice-President of Operations
Material: Metallic & Non-metallic | Completed: 2022-2023 | System Age: ~100 yrs.
Services Rendered: Comprehensive leak detection of 815 miles and satellite leak detection of 163 Asterra POIs for the Hermoso Redondo, Livermore, Mid-Peninsula, and Westlake water systems in California.

Customer: Sweetwater, CA (\$154,5000 Contract/yr)
Contact: Adam Brugman | Distribution Manager
Material: Metallic & Non-metallic | Completed: 2024 | System Age: ~100 yrs.
Services Rendered: Comprehensive leak detection of 395 miles and satellite leak detection of 618 Asterra POIs while documenting all listening points, defects, mapping discrepancies, sounds, and leaks.

Customer: E Source and Cal Water (\$57,420 Contract/yr)
Contact: Kate Gasner | Vice-President of Operations
Material: Metallic & Non-metallic | Completed: 2024 | System Age: ~100 yrs.
Services Rendered: Comprehensive leak detection of 174 miles and satellite leak detection of 36-mile equivalent of Echologic logger POIs for the Bear Gulch water system in California.

Customer: Cleveland Water Department (\$130,000 Contract; \$640,750 Contract)
Material: Metallic | Completed: 2017, 2021-2023 | System Age: ~100 yrs.
Services Rendered: 2017 Leak detection survey services for 2,100 miles while documenting all listening points in ArcGIS/ESRI. 2021-2023 comprehensive leak detection of Utilis/Asterra's 750 POIs along with emergency services.

Customer: Cambridge, MA (\$57,750 Contract/yr)
Contact: Mark F. Gallagher | Director of Engineering & Distribution
Material: Metallic | Completed: 2022, 2023 (2024) | System Age: ~100 yrs.
Services Rendered: Annual leak correlation survey for 185 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks using the 100% correlation method.





CONSULTING ENGINEERING, INC.

Customer: Yarmouth, MA (\$48,576 Contract/yr)

Contact: Laurie J. Ruzala, P.E. | Superintendent of Water and Wastewater

Material: Metallic | Completed: 2023 (2024, 2025) | System Age: ~100 yrs.

Services Rendered: Leak detection for 264 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks.

Customer: City of Sandwich, MA (\$29,274 Contract/yr)

Contact: Dan Mahoney | Water Superintendent

Material: Metallic | Completed: 2021, 2022, 2023 | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for 145 miles while documenting all listening points and leak detection results.

Customer: Lowell, MA Regional Water Utility (\$24,72, \$44,075 Contracts)

Contact: Paul Pires | Superintendent of Distribution

Material: Metallic | Completed: 2019, 2023, (2024) | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for 215 miles while documenting all listening points and leak detection results.

Customer: Asterra/Utilis | (\$51,550 Contract)

Locations: Aqua, VA; Bristol, RI; Kline, PA; N. Kingstown, RI; Oak Creek, WI; Warren, OH

Contact: Fareed Nazaryfar | Customer Success Manager

Material: Metallic & Non-Metallic | Completed: 2022 | System Age: ~100 yrs.

Services Rendered: Comprehensive investigations of satellite POIs for water distribution piping while documenting all listening points, defects, mapping discrepancies, sounds, and leaks.

Customer: Montgomery, PA (\$43,171 Contract/yr)

Contact: David Quinn | Project Manager at North Wales Water Authority

Material: Metallic | Completed: 2020, 2021, 2022, 2023, (2024) | System Age: ~100 yrs.

Services Rendered: Annual leak correlation survey for 136 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks using the 100% correlation method.

Customer: Bellevue, WA (\$15,750 Contract/yr)

Contact: Nathan Rauscher | Senior Engineering Technician, Water Operations & Maintenance

Material: Metallic & Non-metallic | Completed: 2022, 2023 (2024) | System Age: ~100 yrs.

Services Rendered: Leak comprehensive survey for 70 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, & leaks.

Customer: U.S. Air Force (\$22,000 Contract)

Contact: Gary Krivokapich, P.E., CEM | Energy Utility Manager & Engineer of Davis Monthan AFB

Material: Metallic & Non-metallic | Completed: 2022 | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for DM AVB water distribution piping while documenting all listening points and leak detection results.

Customer: City of Normal, IL (\$46,600 Contract/yr)

Contact: John Burkhart | Director of Water

Material: Metallic | Completed: 2023 | System Age: ~100 yrs.

Services Rendered: Annual leak detection services for 200 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Arlington Heights, IL (\$30,940 Contract/yr)
Contact: Scott Schweda | Water Superintendent
Material: Metallic | Completed: 2021, 2022, 2023, 2024 (2025-2026) |
System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 286 miles while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Glenview, IL (\$29,274 Contract/yr)
Contact: Jack Fragassi | Water and Sewer Supervisor
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 246 miles while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Northbrook, IL (\$24,395 Contract/yr)
Contact: Joseph Rizzo | Utilities Superintendent
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 205 miles of water distribution and 2020 POIs piping while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Carol Stream, IL (\$23,120 Contract/yr)
Contact: Phil Modaff | Director of Public Works
Material: Metallic | Completed: 2021, 2022, 2023, (2024) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 177 miles and private mains while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Lake Forest, IL (\$22,230 Contract/yr)
Contact: Rich Volpe | Water & Sewer Superintendent
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 170 miles while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Winnetka, IL (\$25,526 Contract/yr)
Contact: Drew Ceckowski | Water & Electric Analyst
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 103 miles, twice a year, while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Niles, IL (\$24,564 Contract/yr)
Contact: Jack Grana | Utilities Superintendent
Material: Metallic | Completed: 2021, 2022, 2023 (2024-2026) | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 103 miles while documenting all listening points and leak detection results with ongoing emergency services.



Customer: Village of Buffalo Grove, IL (\$25,000 Contract/yr)
Contact: David K. Haisma | Superintendent of Water Operations
Material: Metallic | Completed: 2020-2022 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 183 miles with ongoing emergency services while all listening points, defects, mapping discrepancies, sounds, and leaks of 4,894 assets were documented in ArcGIS. Confirmed leaks were documented and reported in Cartegraph.

Customer: Springfield, IL Water, Light, and Power (\$29,000 Contract/yr)
Contact: Josh Stewart, P.E. | Water Distribution Engineer
Material: Metallic | Completed: 2019-2022 | System Age: ~100 yrs.
Services Rendered: Leak detection survey services for 224 miles while documenting all listening points and leak detection results.

Customer: City of Lakewood, OH (\$23,000 Contract/yr)
Contact: Nicholas DeVecchio | City of Lakewood Division Manager
Material: Metallic | Completed: 2020-2022, 2023, (2024-2027) | System Age: ~100 yrs.
Services Rendered: Bi-annual leak detection services for 240 miles/year with ongoing emergency services while all listening points, defects, mapping discrepancies, sounds, asset types, and leaks were documented in ArcGIS.

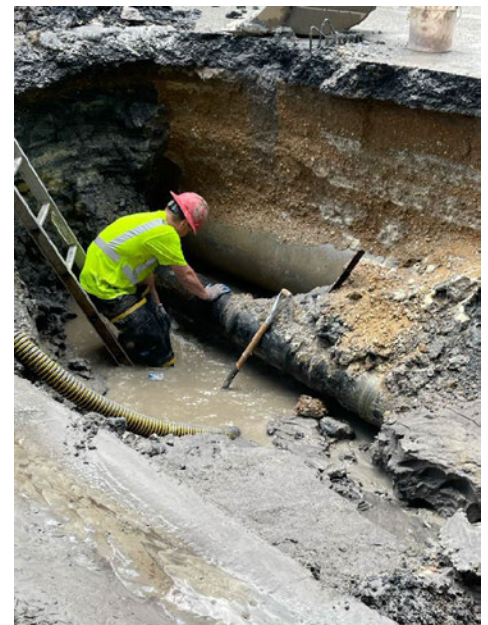
Customer: City of Bensenville, IL (\$13,200 Contract/yr)
Contact: Vincent Smith | Operation Superintendent
Material: Metallic | Completed: 2021, 2022, & 2023 (2024) | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 80 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Cary, IL (\$10,200 Contract/yr)
Contact: John Stein | Deputy Director of Public Works
Material: Metallic | Completed: 2023 (2024-2025) | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 30 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Park Ridge, IL (\$19,320 Contract/yr)
Contact: Mark Miller | Superintendent of Public Works
Material: Metallic | Completed: 2020-2022 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 138 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Oak Park, IL (\$17,490.00 Contract/yr)
Contact: James Eggen, P.E. | Superintendent of Water & Sewer Division
Material: Metallic | Completed: 2020 & 2022 | System Age: ~100 yrs.
Services Rendered: Leak detection services for 106 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: Rotterdam, NY (\$19,963 Contract/yr)
Contact: Jeffrey Trzeciak, P.E. | Senior Project Manager II of Prime AE
Material: Metallic | Completed: 2023 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for Water District 3, 4, & 5 with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.





CONSULTING ENGINEERING, INC.

Customer: City of St. Clair Shores, MI (\$29,400 Contract/yr)
Contact: Russ Miller | Water Department Superintendent
Material: Metallic | Completed: 2023 (2024-2025) | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 210 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Ecorse, MI (\$9,675 Contract/yr)
Contact: Dulanga Pathirana, P.E. | P.E. for Andersen, Eckstein, & Westrick
Material: Metallic | Completed: 2023 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 43 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Havre de Grace, MD (\$9,000 Contract/yr)
Contact: Joe Conway | Chief of Construction and Program Management
Material: Metallic | Completed: 2022 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 45 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Milton-Freewater, OR (\$10,335 Contract/yr)
Contact: Steven Patten | Public Works Technician
Material: Metallic & Non-metallic | Completed: 2022 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 39 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Diablo, CA (\$27,125 Contract)
Contact: Dan Muelrath | General Manager of the Diablo Water District
Material: Metallic & Non-Metallic | Completed: 2020 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 175 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: St. Joseph, MI (\$5,400 Contract)
Contact: Tom MacDonald | Director of Public Works (retired)
Material: Metallic | Completed: 2021 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 50 miles while documenting all listening points and leak detection results.

Customer: City of Darien, IL (\$12,916.80 Contract/yr)
Contact: Kris Throm | Superintendent of Municipal Services
Material: Metallic | Completed: 2022-2023 | System Age: ~100 yrs.
Services Rendered: Annual leak detection services for 90 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: Erie, CO (\$14,816 Contract/yr)
Contact: Jared Muir | Utilities Superintendent
Material: Metallic | Completed: 2023, 2024 | System Age: ~100 yrs.
Services Rendered: Leak detection services for 45 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

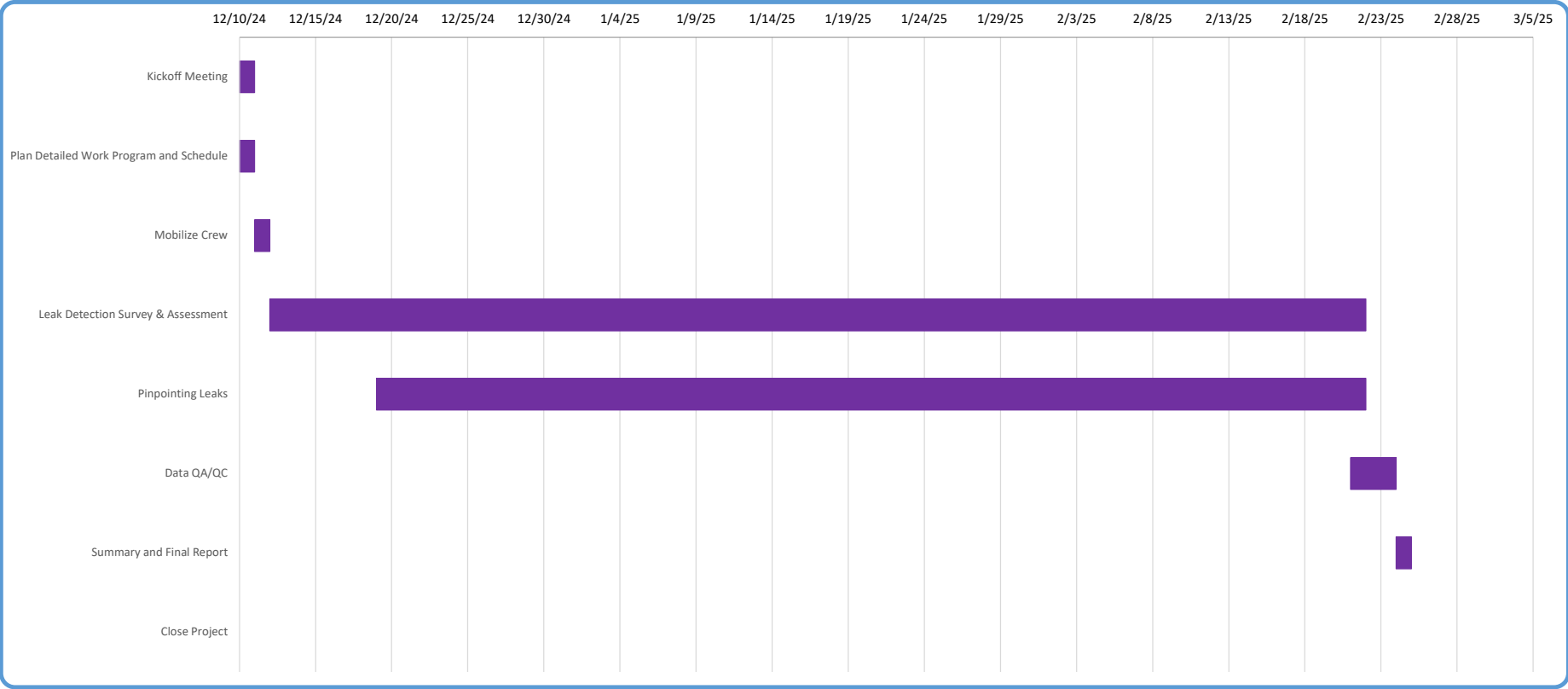
4. Cost Proposal

Price

Quantity = 360 miles

Unit Cost = \$415 per mile

Total Cost = 360 miles * \$415 per mile = \$149,400.00





September 13, 2024

To Whom It May Concern

It is my pleasure to recommend Consulting Engineering Inc. (CEI) for leak detection services. CEI has annually performed a comprehensive leak detection survey for us on over a 170 miles of water main the past four years.

I have been more than pleased with the results. Through Maurice Little, Field Manager, and his crew's efforts and dedication, they consistently meet deadlines and communicate progress and issues that arise. This has allowed us to make repairs on larger leaks and uncertain assets while they are still in town.

The final report CEI provides is thorough and precise. They have accurately identified leaks on hydrants, valves, service lines and distribution mains. CEI's consistency, accuracy and proactive approach has significantly contributed to the success of our projects.

I highly recommend CEI for leak detection services. Their professionalism, integrity and commitment to delivering accurate results will be beneficial to your city's projects.

Sincerely,

Rich Volpe
City of Lake Forest
Water & Sewer Supervisor
847-810-3570
volper@cityoflakeforest.com

7/19/2024

To Whom it May Concern,

It is my pleasure to recommend Consulting Engineering Inc. (CEI) for leak detection services.

CEI performed comprehensive leak detection surveys of nearly 80 miles of water distribution system for the past 5 years for the Village of Bensenville.

Their performance fulfilled the terms and scope outlined in our agreement. They were within budget, on-time, responsive, communicative, and efficient. Their team stayed in constant contact, provided daily updates, and provided a concise report upon completion.

Specifically, we found the qualities of Maurice Little to be exceptional. Maurice showed a true passion for the work he was doing. He relayed updates at regular intervals and made certain the work was being done to the standards and expectations of the Village. He answered any questions and provided detailed responses in a timely manner. Working with Maruice was a real pleasure.

I confidently recommend CEI to conduct leak detection services as their expertise and passion will provide a great benefit to your community.

Respectfully,

Frank Palumbo

Superintendent of Operations
Department of Public Works
Village of Bensenville, Illinois
C: (630) 202-5444 | Fpalumbo@bensenville.il.us



CITY OF CAMBRIDGE
MASSACHUSETTS
Water Department



7/29/2022

To: Whom it May Concern

From: Mark Gallagher, Director of Engineering and Distribution, CWD

Date: 7/29/2022

Re: Recommendation Letter - Consulting Engineering Inc. (CEI)
City Wide Leak Detection Survey

During the Spring of 2022, CEI staff conducted a City-Wide Leak Detection Survey of the 186 miles of water main that comprise the City of Cambridge Water Distribution System. Although Cambridge is a densely populated city that presents many challenges while working in the public right of way, the CEI staff always conducted themselves in a professional manner and often adjusted their scope of work to get past these challenges. These adjustments often caused their staff to work through the night in order to complete the survey in heavily trafficked areas. The staff's flexibility, hard work and diligence resulted in the project being completed on time and within budget. To date all the locations identified by CEI have been proven to be very accurate and has allowed the City of Cambridge to repair the leaks and stop the wasting of water.

Overall CEI has proven themselves to be a reliable and professional company which resulted in a very successful project. Therefore, I would highly recommend them for any large-scale Leak Detection services.

Sincerely,

Mark Gallagher,
Director of Engineering and Distribution
Cambridge Water Department
617-349-7754



Sandwich Water District
72 TUPPER ROAD, BOX 600
SANDWICH, MASSACHUSETTS 02563-0600

(508) 888-2775
Fax (508) 888-9675

To whom it may concern:

I write this letter of recommendation for the firm, Consulting Engineering, Inc. (CEI), based on consideration of personnel, equipment and references – we awarded Consulting Engineering Inc. the contract for leak detection in Sandwich, MA for FY 2021 with options to renew in FY 2022 and FY 2023.

Using the latest electronic acoustic devices, loggers, and correlators, CEI identified potential leak locations by sounding assets connected to water mains. Implementing real-time, synchronized data collection through ESRI's ArGIS, CEI provided us with well-documented, measurable results; clearly communicated their areas of work and deployments; and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

We decided to purchase offline mapping tablets from CEI for our field technicians so we would have the latest information on our water system. CEI's mapping solution included iPads with screen protectors, engraving, and drop-proof and water-resistant casing.

In closing, it has been a positive and professional experience working with Y Chan and his team for our leak detection project. Y is responsive, as are the field staff they employ. Maurice Little, our main field contact with CEI, worked with our personnel. For these reasons, I confidently and highly recommend CEI for leak detection and water distribution maintenance needs.

Regards

Dani Mahoney

Superintendent

Sandwich Water District

508-888-2775 or dmahoney@sandwichmass.org



Department of Public Works
Fifty One Raupp Blvd.
Buffalo Grove, IL 60089-2198
Fax 847-537-5845

David K. Haisma
Supt. of Utility Operations
Phone 847-459-2545
dhaisma@vbg.org

To whom it may concern:

It is with pleasure I write this letter of recommendation for the firm, Consulting Engineering, Inc. (CEI). I have come to know their work through a 3-year contract they won for leak detection for Buffalo Grove, IL, for 2020-2022.

CEI implemented real-time and synchronized data collection through ESRI's ArGIS. Using electronic acoustic devices and loggers, CEI identified potential leak locations by sounding assets connected to water system. By sounding all accessible assets in Phase 1, then identified points of interest in Phase 2, CEI performed 183 miles of main line leak detection for Buffalo Grove to date. CEI provided us with measurable results, clearly communicated their whereabouts and deployments, and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

In closing, it has been a great to work with Y Chan and the field staff. Y is responsive, as are the field staff they employ. Our main field contact for CEI, Maurice Little, provided his expertise with our personnel. For these reasons, I recommend CEI for leak detection and water distribution maintenance needs.

I can be reached at (847) 459-2045 or DHAISMA@VBG.ORG with any questions.

X

David Haisma

December 15, 2020

To Whom It May Concern,

I write this letter of recommendation for the firm Consulting Engineering, Inc. (CEI). CEI was the lowest bidder on a Contract for leak detection for 2021. North Wales Water Authority conducts full system leak detection on a three (3) year rotating basis, surveying approximately 180 miles of main and appearances annually.

CEI performed real time and synchronized data collection through ESRI's ArGIS. Using the latest electronic acoustic devices and loggers, CEI identified potential leak locations by sounding assets connected to water mains. Using the 100% correlation method, CEI performed 180 miles of leak detection for the North Wales Water Authority to date. CEI provided us with measurable results, clearly communicated their whereabouts and deployments, and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

In closing, Y Chan and the field staff are very responsive to work with. Our main field contact for CEI, Maurice little, worked well with our personnel. For these reasons, I feel confident in recommending CEI for leak detection and water distribution maintenance needs.

I can be reached at dquinn@nwwater.com with any questions.

Thank you.

David Quinn,
Administrator



87 Carol Lane
P.O. Box 127
Oakley, CA 94561-0127
925-625-3798
Fax 925-625-0814
www.diablowater.org

Directors:
Edward Garcia
President

John H. de Fremery
Vice President

Kenneth L. Crockett
Howard Hobbs
Paul Seger

*General Manager &
Secretary:*
Daniel Muelrath

General Counsel:
Jeffrey D. Polisner

December 15, 2020

RE: Leak Detection Services by Consulting Engineering Inc.

To Whom it May Concern:

Diablo Water District recently (Nov/Dec 2020) had 175 miles of water mains leak detected by Consulting Engineering Inc. We were happy with their services, staff, and management, as they finished the project on time and within budget.

Feel free to reach out to me if you have any questions about the scope of services they performed.

Sincerely,

Dan Muelrath
General Manager



City of Flagstaff

September 20, 2018

RE: Letter of recommendation for Consulting Engineering, Inc.

To whom it may concern:

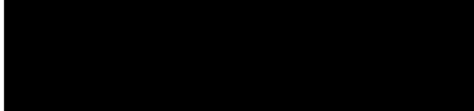
It is with pleasure to write a letter of recommendation for the firm, Consulting Engineering, Inc. (CEI) I have become to know their work through a contract they won for a leak detection and valve box maintenance, in 2017.

CEI has performed nearly 255 miles of leak detection and valve-box maintenance for the City to date. 220 of these miles were completed on the first contract, during FY18, and another 35 of 90 miles have been completed in FY19. The original contract was written such that continuation each fiscal year could occur provided the work performed followed the scope of work, met the City's expectations, and City Council passed the budget.

Our evaluation team was impressed with CEI's proposal. Flagstaff is working towards real-time or synchronized data collection with our GIS and City-Works systems and CEI was very comfortable performing these tasks. Their strength is in completing the on-the-ground work. They provided us weekly updates consistently. We are working with CEI in this FY to better follow the scope of work, including collecting a photo of each valve box to populate our Collector App. Traffic control, a daily field work plan are also focus areas of our in working with CEI this FY.

In closing, it has been a delight to work with Y Chan and the field staff. Y is very responsive, as are the field staff they employ. Our main field contact for CEI, Maurice Little, has provided many recommendations for making better use of our Collector App, many or all of which we have implemented. For these reasons, I highly recommend CEI for leak detection and valve-box maintenance needs.

I can be reached at (928) 213-2405 or eyoung@flagstaffaz.gov with any questions.


Erin M. Young, RG
Water Resources Manager
City of Flagstaff, Water Services Division



City of Cleveland
Frank G. Jackson, Mayor

Department of Public Utilities

Division of Water
1201 Lakeside Avenue
Cleveland, Ohio 44114-1175
(216) 664-2444
www.clevelandwater.com



March 22, 2017

Re: Recommendation of Consulting Engineering, Inc.

To whom it may concern:

This is to verify that the firm of Consulting Engineering, Inc. of Strongsville, OH has been employed as a sub-consultant to our prime consultant on our current leak detection and water audit project.

In that capacity, they have been a member of the CH2M Hill project team working on this project. Specifically, they have worked directly for their consultant, Wachs Water Services. Central Engineering's role in the project has been surveying the CWD water distribution system to identify potential leak locations by electronically listening to fire hydrants connected to water mains. As of this time, they have listened to approximately 35,900 fire hydrants covering 2,430 miles of water mains. So far, this work has eventually led to the identification and pin pointing of approximately 400 leaks by Wachs Water Services as part of this project.

To-date, their performance has fulfilled the terms of the Scope of Services outlined in our agreement. At the current rate, Consulting Engineering's role in this project is scheduled to be completed on-time and within budget. I confidently recommend Consulting Engineering for conducting leak surveying services.

Best regards.

Very truly yours,


J. Christopher Kocsan
Sr. Budget and Management Analyst
Cleveland Division of Water

AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. BOX 1768
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499
WWW.AMORYENGINEERS.COM

March 23, 2017

To Whom It May Concern

Subject: **Comprehensive Leak Detection Survey Reference**

It is my pleasure to recommend Consulting Engineering, Inc. (CEI), of Strongsville, OH for leak detection services. CEI successfully performed a comprehensive leak detection survey of approximately 135 miles of the water distribution system for the Town of Middleborough, MA in 2016.

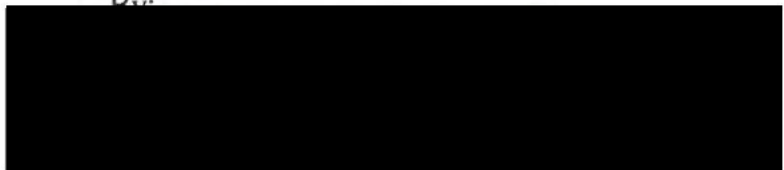
CEI's performance fulfilled the terms of the Scope of Services for the project. The comprehensive leak survey was completed on-time and within budget. Their field and office personnel were knowledgeable, cooperative and highly professional during the work.

I would recommend CEI to conduct leak detection services in the future.

Very truly yours,

AMORY ENGINEERS, P.C.

By:



Richard S. Johnson, P.E.

Consulting Engineer for the Town of Middleborough

RSJ

March 20th, 2017

TO WHOM IT MAY CONCERN

It is my pleasure to recommend Consulting Engineering, Inc. (CEI) for civil engineering and leak detection services.

CEI performed a comprehensive leak detection survey, intermittently, from 1986-2011 for 60 miles of the water distribution system for the City of East Cleveland.

Their performance fulfilled the terms of the Scope of Services outlined in our agreement. This project was a resounding success as it was completed on-time and within budget.

I confidently recommend CEI to conduct leak detection services as their expertise will provide a benefit to your city.

Respectfully,



Ross Brankatelli, P.E.

Retired Service Director for the City of East Cleveland



March 20, 2017

Re: Letter of Recommendation – Consulting Engineering

To Whom This May Concern:

Consulting Engineering performed leak surveys for the City of Cleveland Heights for more than 10 years. During this period the company delivered high quality services, locating hundreds of leaks and saving the City of Cleveland Heights millions of dollars over this period by reducing wasted water and preserving this very valuable resource. During my tenure at the City of Cleveland Heights and in my previous position as Director of Water in a neighboring community, I used the services of Consulting Engineers annually. I have found Ray Chan to be very responsive and committed to helping communities address their leak issues within the water distribution system.

I wholeheartedly recommend Consulting Engineering to provide leak and engineering services. The City looks forward to continuing our relationship with the company in other capacities in the future. If you would like to discuss this company in more detail, please feel free to contact me at 216-291-5990 or via email at cclinkscale@clvhts.com.

Sincerely,



Collette Clinkscale
Utilities Commissioner



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA
(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned Proposals will be rejected without exception.**

NAME OF FIRM (Must match W-9): Consulting Engineering Inc.	PHONE NUMBER: 440-238-9699 x206	EMAIL: y.chan@cengr.co	
BUSINESS STREET ADDRESS: 19655 Tanbark Ln.	CITY: Strongsville	STATE: OH	ZIP: 44149
SIGNATURE OF AUTHORIZED PERSON 	DATE: 11/04/2024		
PRINTED OR TYPED NAME: Y Chan	TITLE: Principal Owner & Civil Engineer		
ARKANSAS SALES OR USE TAX NUMBER (if applicable): N/A			

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
1	



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
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1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Consulting Engineering Inc.

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.

N/A

OR



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.**

gc Initials



EXHIBIT B

CITY OF BENTONVILLE SOLICITATION RFP-24-78-Water Leak Detection Services



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: October 27, 2024

NOTICE

Water System Leak Detection Services REQUEST FOR PROPOSALS (RFP)-24-78

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured organization to perform a leak detection survey of the City's water distribution system. The project will include a comprehensive leak detection survey of approximately 360 miles of water transmission and distribution mains, with the findings summarized in a report based on the requirements set forth in the request for proposals for the City of Bentonville Water Utilities Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years. The City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open RFQs and RFPs'; however, the City encourages any Parties whom download the Response Packet to alert the Purchasing Department via the contact information above to ensure they receive any issued Addenda or Q&A. Interested Parties should note that there may be a 24-48 hour delay in the Response Packets being uploaded on the City's website from the date of publication.

The **deadline for submission of a Proposal in response to this request is November 14, 2024 at 4:00 PM CST.** Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

The City of Bentonville encourages all qualified small, minority and women owned business enterprises to submit proposals/bids for City contracts.

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is November 8, 2024 at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

Department Responsible for Advertising Costs: Legal



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-24-78	Date of Issuance:	October 27, 2024
Brief Description:	Water System Leak Detection Services		
Agency:	The City of Bentonville, Arkansas: Water Utilities Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	November 14, 2024	Proposal Submission Deadline: (Time)	4:00 PM CST

Proposals must be received by the Purchasing Department prior to 4:00 PM CST on Thursday, November 14, 2024. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	<u>Outer packaging</u> must be sealed and properly marked with the following information: • Proposal Number: RFP-24-78 • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original and (1) One digital copy (USB Flash Drive, CD) of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Kelsi Frederick	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2 nd Floor 1000 SW 14 th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is November 8, 2024 at 4:30 PM CST



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA
(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. ***Unsigned Proposals will be rejected without exception.***

NAME OF FIRM (Must match W-9):	PHONE NUMBER:	EMAIL:
BUSINESS STREET ADDRESS:	CITY:	STATE: ZIP:
SIGNATURE OF AUTHORIZED PERSON:	DATE:	
PRINTED OR TYPED NAME:	TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):		

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
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SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured organization to perform a leak detection survey of the City's water distribution system. The project will include a comprehensive leak detection survey of approximately 360 miles of water transmission and distribution mains, with the findings summarized in a report based on the requirements set forth in the request for proposals for the City of Bentonville Water Utilities Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
 - o You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 3 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

B Advertisement Published, Requesting Proposals: October 27, 2024

B **Deadline to Submit Questions: November 8, 2024 (4:30 PM CST)**

B **Deadline to Submit Proposals: November 14, 2024 (4:00 PM CST)**

**The hard copy Submission must be delivered prior to the deadline date/time in a SEALED envelope.*

PROPOSALS CANNOT BE EMAILED.

The City reserves the right to award the Contract in its best interest.



SCOPE OF WORK

The City of Bentonville manages a water distribution system that supplies potable water to approximately 61,000 customers within its corporate limits and nearby areas, including four wholesale customers. The system comprises five water storage tanks, two booster stations, and around 360 miles of distribution mains, varying in size from 2 inches to 24 inches in diameter and made from various materials, predominantly PVC pipe.

The City seeks a qualified contractor to perform a comprehensive leak detection survey of the distribution system utilizing the latest procedures and technologies. This survey must adhere to the most recent edition of the “Manual of Water Supply Practices, Water Audits and Loss Control Programs” published by the American Water Works Association (AWWA M36). The findings should be presented in a detailed report that includes a summary of the project, a review of the survey, area survey sheets with documented observations, information on each individual leak—including location and estimated leakage rate—and a conclusion. A dashboard and GPS coordinates are preferred.

The project shall be conducted in accordance with the following general scope of services:

- A. The contractor will review maps and GIS data of the water distribution system for familiarization of the pipe network and available appurtenances (valves, hydrants, meter setters, etc.) to be used for contact points.
- B. The contractor shall conduct a comprehensive survey by making physical contact with all available main line appurtenances (valves, hydrants, meter setters, etc.) and selected customer water services. The contractor shall use a sonic leak detection sound amplification instrument designed for this purpose. Contact with pipe appurtenances shall be made at intervals as short as possible where contact points are accessible.
- C. Where contact points are not available a sonic ground listening device and/or probe rod shall be used. Probe rods may only be used in locations where hard surfaces (asphalt pavement, etc.) are not present over the pipe. The distance between probe rod use shall be established within the agreement.
- D. All indications of leaks found during the survey are to be verified a second time after initial indication. A different means of leak detection shall be used on the second verification.
- E. Equipment used for leak detection shall not normally require valves to be operated during surveying and pinpointing. However, on occasion, services or valves may be operated to eliminate service noise or to change velocity noise. Operation of valves and appurtenances will be performed by City of Bentonville personnel only.
- F. The contractor shall furnish the City with a weekly copy of leak reports for any possible leaks that are identified, as well as a final report within thirty (30) days from the end of the project. The final report will include:
 - a. Executive summary showing individually recorded time for correlating, surveying and other time spent on the project. The summary shall include footage covered, approximate water loss rate, types of leaks identified, and quantity of leaks encountered.
 - b. Survey review explaining the procedures and methods used during this study.
 - c. Leak reports with detailed drawing showing each leak location that is identified including a photograph of the location, address and/or cross street, GPS coordinates, type of leak, visual water, and an estimate of water loss quantity (gpm).



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d. An electronic version in PDF format shall be provided.

The proposal should provide a straightforward, concise description of the organization's capabilities to deliver the products and services. The following is the requested format:

- A. Organization Name, Business Address, and Telephone Number including a point of contact for additional information.
- B. Type of organization (individual, partnership or corporation) and year the organization was established.
- C. Profile of the organization's experience, qualifications, and technical capabilities in providing requested products and services. Organizations should list contact references for representative services.
- D. Description of proposed methods and equipment to be used to complete the leak detection study.
- E. The organization's estimated schedule for completion of the study. The City assumes approval of an agreement December 10, 2024 with an alternative date of January 14, 2025.
- F. Non-Binding Cost Proposal. The respondent shall include a cost proposal for leak detection services. Cost proposals shall be submitted on a cost per mile basis.
- G. The proposal shall be signed by an authorized representative of the organization.



Required Response Information

Responses to this Request for Proposals are required to, but are not limited to include the following information:

1. General Requirements:

Demonstrate the qualifications, competence and capacity of the firm seeking to perform the services listed herein and provide the necessary items to do so and as requested.

The response should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements set forth in this RFP and in the SCOPE OF WORK.

2. References for Similar Engagements:

Please provide at least three (3) references and descriptions for similar engagements that the Proposer has completed. References must include the customer's business name, primary contact name, address and telephone number. References may be contacted by the City as part of the evaluation process.

3. Insurance:

The Proposer shall provide proof in their submission that the Proposing firm maintains the following insurances:

- Workers Compensation
 - State = Statutory
 - Applicable Federal (e.g USL&H) = Statutory
 - Employer's Liability = \$2,000,000.00 Each Accident
- Comprehensive or Commercial General Liability

4. Proposed Method of Doing Work

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers should pay special attention for providing the description of proposed methods and equipment to be used to complete the leak detection study.

5. Proposed Cost of Performing Services:

The Proposed Cost of Performing the services, as specified herein, shall be conveyed only on a cost per mile basis. All costs shall be conveyed rounded to the nearest cent.

All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.



EVALUATION FACTORS

Proposers should address each of these factors in their Submission for the Committee's review when ranking.

These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points); the Selection Committee Members will use this to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from the three Proposers deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee.

Point Value: 20

1. Response and General Information

- How complete, thorough and responsive the Proposer is to the Request for Proposal and documents.
- Organization name, business address, and telephone number including a point of contact for additional information.
- Type of organization (individual, partnership or corporation) and year the organization was established.

Point Value: 20

2. Qualifications: Experience, Competence and Capacity

- Proposer's experience, competence, and capacity for performance of the services.
- The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein.
- Proposer's should provide past experience, including but not limited to:
 - Services provided within the last three (3) years, including information about the frequency of the service.
 - References for whom the Proposer has provided the same or similar services.
- Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used.
- Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information.

*Proposers **ARE REQUIRED** to provide a list of similar jobs performed and contact information for each job (references).*

Point Value: 25

3. Method of Doing Work

- The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.
- Description of proposed methods and equipment to be used to complete the leak detection study.

Point Value: 20

4. Estimated Schedule

- The capacity and ability that the Proposer has to realistically meet the City's request for completion of the study.
- The City assumes approval of an agreement December 10, 2024, with an alternative date of January 14, 2025.

Point Value: 15

5. Price

- The Proposed Cost of Services, as described herein.
- The Proposed Cost of Services must only be conveyed by COST PER MILE BASIS. Deviation from using this unit of measure (per mile) may be considered failure to be responsive and the Proposal may be rejected.

All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.



TERMS & CONDITIONS

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Provider", or "Contractor" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
 - **RFP Number:** RFP-24-78
 - **Proposer's Information:** Name and address

No telephone, electronic, or facsimile Proposals will be considered.

4. Proposers shall include all information in the Required Response Section of this RFP, as well as any additional information of their choosing.

There are no Proposal format restrictions, except as stated herein.

5. The City reserves the right to:
 - Reject any and all Proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
 - Adopt all or any part of the Proposal.
 - Negotiate changes in the scope of work or services to be provided.
 - Withhold the award of contract.
 - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.



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8. All Proposals and other materials submitted shall become the property of the City.
9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Term:** The term of the awarded Contract is a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and applicable laws.
17. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
18. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
19. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
20. **Timeline:** The City intends to award the contract at the December 10, 2024 Council Meeting, however this date is subject to change, an estimate, and is not guaranteed.
21. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the



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Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

22. Proposer Qualifications: The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

23. Cancellation/Rescheduling: The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to pick up material as specified. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

24. Taxes and Other Costs: The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.

25. Copyrights: By submitting a Proposal, the Proposer certifies that no products offered to the City infringe upon any copyrights and furthermore that Proposer owns all rights to the products or owns the right to sell (and/or resale) the products provided under the awarded Contract. The awarded Proposer(s) shall solely responsible for any copyright infringement or any other recourse sought against them for the sale or use of any products or graphics provided under the Contract.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: _____

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.

OR

☐ 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.**

_____ **Initials**



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	RFP-24-78	Solicitation Title:	Water System Leak Detection Services
RFI RESPONSE NUMBER	1	Date of Issuance:	November 8, 2024

TO: Prospective Submitters

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Submission.

Line Number	Submitted Question	City's Response
1	Can the utility provide a pipe inventory by size and materials? This would aid in pricing for the survey, especially for the larger diameter mains.	See separate attachment.
2	Has a leak detection program been conducted in the past, and if so, how long ago, and how often is the system surveyed?	This is the first system wide leak survey.
3	Has Bentonville done an AWWA Water Audit and if so, what is the current Infrastructure Leakage Index (ILI)?	The City has completed an AWWA Water Audit. The current Infrastructure Leakage Index (ILI) is 4.3.
4	Are meters located in meter boxes/pits at the property line, curbside, or are the meters inside buildings, residences and businesses?	Meters are located in meter boxes and meter pits at curbs, lot lines, and on the parcel they are serving. Meters are not located in buildings.
5	Can the number of mainline valves and hydrants be given along with the service line connection count?	The City of Bentonville System consists of 26,155 meters. Several of these are double sets, therefore we are unable to provide an accurate count of service lines.
6	Will the Utility be available to mark the approximate location and alignment of the buried water pipeline as needed? This could be required for correlation work or ground listening, particularly in cases where pipeline features are inaccessible for standard listening and assessment.	The City will provide shape files and access to the City's GIS. The Waterline location per the GIS is an accurate representation of the field location. City Locators can provide the location for water mains and service lines as needed, but requests should be limited.



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Line Number	Submitted Question	City's Response
7	Under the Scope of Work section, second paragraph, it states that "the findings should be presented in a detailed report... including estimated leakage rate – and a conclusion." Could the City clarify its expectations regarding the "conclusion" section in these reports?	The Conclusion shall include but not limited to: • Average leaks per mile • Total water loss in various measurements • Loss by leak type • Loss by pipe material • Number of leaks • Leaks and GPM by line type All data and analytical information are welcome.
8	We understand that a per-mile rate is requested. Would it be acceptable to propose separate per-mile rates for assessments on PVC and Metallic pipelines? If so, could the City provide an estimate of the total miles for PVC and Metallic pipes?	Two prices may be provided within the proposal but shall be combined with a total price per mile.
9	Would the City consider a one-week extension on the response deadline? We are collaborating with a leading provider of comprehensive water system evaluations, and the additional time would enable us to deliver a more technically detailed response, offering the City the best options currently available on the market.	The City is not considering a one week extension at this time.
10	Can the umbrella limit be combined with the underlying limits to satisfy the employer liability insurance requirements?	Yes

Pipe Inventory

Water Mains			System Valves	
Material	Diameter	Miles	Valves	6,299
PVC	1"	0.018		
PVC	2"	3.25		
PVC	3"	0.56		
PVC	4"	0.92		
PVC	6"	32.62		
PVC	8"	179.84		
PVC	10"	0.42		
PVC	12"	37.35		
PVC	16"	0.26		
PVC	18"	2.65		
PVC	24"	2.26		
PVC	Unknown	0.06		
PVC	Other	0.18		
Total		260.388		
Galvanized	2"	1.31		
Galvanized	3"	0.038		
Galvanized	12"	0.0019		
Total		1.3499		
Ductile Iron	2"	0.0026		
Ductile Iron	6"	0.00017		
Ductile Iron	8"	5.23		
Ductile Iron	10"	0.0048		
Ductile Iron	12"	10.65		
Ductile Iron	14"	0.17		
Ductile Iron	16"	0.84		
Ductile Iron	18"	2.35		
Ductile Iron	24"	4.17		
Ductile Iron	Unknown	0.0015		
Total		23.41907		
Cast Iron	2"	0.14		
Cast Iron	4"	2.62		
Cast Iron	6"	2.73		
Cast Iron	8"	1.55		
Cast Iron	12"	4.3		
Cast Iron	16"	1.68		
Cast Iron	24"	1.26		
Total		14.28		
Asbestos Cement	2"	0.0081		
Asbestos Cement	4"	0.57		
Asbestos Cement	6"	24.55		
Asbestos Cement	8"	6.04		
Asbestos Cement	12"	2.67		
Total		33.8381		
Unknown	1"	0.03		
Unknown	2"	1.51		
Unknown	3"	0.088		
Unknown	4"	0.51		
Unknown	6"	5.14		
Unknown	8"	8.87		
Unknown	10"	0.37		
Unknown	12"	1.99		
Unknown	16"	0.0035		
Unknown	24"	0.044		
Unknown	Unknown	0.68		
Total		19.2355		
All Water Mains				
Total		352.5106		



EXHIBIT C

IFB-24-78 EVALUATION RESULTS



RFP-24-78 Water System Leak Detection Services

INITIAL EVALUATION RESULTS

EVALUATION CRITERIA:

1. Response and General Information: • How complete, thorough and responsive the Proposer is to the Request for Proposal and documents. • Organization name, business address, and telephone number including a point of contact for additional information. • Type of organization (individual, partnership or corporation) and year the organization was established.	20 points
2. Qualifications: Experience, Competence and Capacity: • Proposer's experience, competence, and capacity for performance of the services. • The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. • Proposer's should provide past experience, including but not limited to: ○ Services provided within the last three (3) years, including information about the frequency of the service. ○ References for whom the Proposer has provided the same or similar services. • Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used. • Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information. <i>Proposers ARE REQUIRED to provide a list of similar jobs performed and contact information for each job (references).</i>	20 points
3. Method of Doing Work: • The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals. • Description of proposed methods and equipment to be used to complete the leak detection study.	25 points
4. Estimated Schedule • The capacity and ability that the Proposer has to realistically meet the City's request for completion of the study. • The City assumes approval of an agreement December 10, 2024, with an alternative date of January 14, 2025.	20 Points
5. Price • The Proposed Cost of Services, as described herein. • The Proposed Cost of Services must only be conveyed by COST PER MILE BASIS. Deviation from using this unit of measure (per mile) may be considered failure to be responsive and the Proposal may be rejected. <i>All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.</i>	15 Points



Submissions were evaluated by Selection Committee Members based on the Evaluation Criteria and points possible, with the highest number being the highest possible rating.

Rating Points
1. 1-20
2. 1-20
3. 1-25
4. 1-20
5. 1-15

Selection Committee Members:

1. Committee Member 1
2. Committee Member 2
3. Committee Member 3
4. Committee Member 4
5. Committee Member 5

Submitter's Name: Consulting Engineering, Inc.

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	17	16	20	18	13	84
Committee Member 2	15	16	20	18	12	81
Committee Member 3	18	18	18	18	14	86
Committee Member 4	16	15	20	16	11	78
Committee Member 5	14	15	14	15	10	68
Total Points (sum of points: criteria 1-5)						397



Submitter's Name: Utility Services Associates

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	15	13	17	16	14	75
Committee Member 2	15	15	18	18	14	80
Committee Member 3	15	12	18	18	14	77
Committee Member 4	15	14	15	13	12	69
Committee Member 5	12	10	8	14	11	55
Total Points (sum of points: criteria 1-5)						356

Submitter's Name: Freese and Nicols, Inc.

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	18	16	20	10	5	69
Committee Member 2	17	17	20	10	7	71
Committee Member 3	18	17	20	18	10	83
Committee Member 4	16	14	17	12	3	62
Committee Member 5	15	13	10	14	4	56
Total Points (sum of points: criteria 1-5)						341



Submitter's Name: M.E. Simpson Co., Inc

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	15	14	14	16	9	68
Committee Member 2	14	15	17	15	8	69
Committee Member 3	15	12	15	15	10	67
Committee Member 4	15	14	15	14	5	63
Committee Member 5	13	13	8	10	7	51
Total Points (sum of points: criteria 1-5)						318

Submitter's Name: Wachs Water Services

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	18	18	20	10	11	77
Committee Member 2	18	17	20	12	12	79
Committee Member 3	18	17	18	12	14	79
Committee Member 4	15	14	10	13	10	62
Committee Member 5	12	12	8	8	8	48
Total Points (sum of points: criteria 1-5)						345

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CONSULTING ENGINEERING, INC., IN AN AMOUNT OF ONE HUNDRED FORTY-NINE THOUSAND FOUR HUNDRED DOLLARS (\$149,400.00); AMENDING THE 2025 BUDGET TO APPROPRIATE THE SAME INTO ACCOUNT #503020-43410, PROFESSIONAL SERVICES/OTHER; AND FOR OTHER PURPOSES.

WHEREAS, request to enter into a professional services agreement with Consulting Engineering, Inc. for leak detection services on the City's water distribution system;

WHEREAS, the City of Bentonville selected this firm following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with state law; and

WHEREAS, a budget adjustment is needed for this agreement.

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 Consulting Engineering, Inc., in an amount not to exceed one hundred forty-nine thousand four hundred dollars (\$149,400.00), for professional services associated with leak detection on the City's water distribution system;

Section 2: The 2025 Budget is adjusted to appropriate one hundred forty-nine thousand four hundred dollars (\$149,400.00) from Utility fund, into Account #503020-43410, Professional Services/Other, to fund said agreement;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Donald Schmidt
Phone:	(479) 271-3140	For Department(s):	Water Utilities - Water
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Enter into an Agreement with Pure Technologies US, Inc. for Leak Detection Services
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with Pure Technologies US, Inc. for leak detection services on the City's 48in Prestressed Concrete Cylinder Pipe (PPCP) water transmission main in the amount of \$159,680.85. Pure Technologies US, Inc. was selected following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with State law. Utility Board approved 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The project will employ advanced technology to conduct a thorough leak detection survey on the City's primary water transmission line without the need to take it out of service. This approach will enable the identification and potential quantification of water leaks on this line that are not visible on the surface. This is another critical step being taken to help reduce water loss and improve resource management.
Amount for Approval:	\$ 159,680.85

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

503020-43410	Professional Services/Other	\$ 159,680.85	\$
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):

This project will be funded by Utility Fund Reserves.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: RFP-24-94-48 Inch Transmission Main Leak Detection Services

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Pure Technologies US, Inc., hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Proposal Submission (attached hereto as **Exhibit A**) to the City's request for proposal-24-94-48 Inch Transmission Main Leak Detection Services (attached hereto as **Exhibit B**). The work shall consist of performing the comprehensive leak detection survey of approximately 13.79 miles of 48-inch Prestressed Concrete Cylinder Pipe (PPCP) transmission mains, with the findings summarized in a report based on the requirements set forth 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 Water Utilities O/M 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 maximum term not to exceed five (5) 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. Service Timeline:

- 1. Initial Meeting Meeting:** The Parties shall meet prior to work beginning to review the Scope of Work.
- 2.** Work shall begin within seven (7) days from Notice of Award.
- 3.** The contractor shall furnish the City with a weekly copy of leak reports for any possible leaks that are identified, as well as a final report within thirty (30) days from the end of the project.



CITY OF BENTONVILLE, ARKANSAS

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.

c. **Unsatisfactory Results.** Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

d. **General.** The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the cost per mile basis, as defined herein, for actual work performed. Contractor agrees to only



CITY OF BENTONVILLE, ARKANSAS

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 Service: \$159,680.85 (one hundred fifty-nine thousand six hundred eighty dollars and eighty-five cents), including all taxes, delivery charges, and other items necessary to perform the work to 100% completion.

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 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-24-94.

a. The Contractor may choose to submit progress invoices (for actual work performed) or one invoice after 100% completion.

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



CITY OF BENTONVILLE, ARKANSAS

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 without first obtaining the written approval of the City. Subconsultant approved by the City must be fully licensed and insured to perform the work.

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



CITY OF BENTONVILLE, ARKANSAS

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 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



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.

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.

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 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (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: _____

Pure Technologies US, Inc.

Address: _____

Date: _____



EXHIBIT A

CONTRACTOR'S PROPOSAL SUBMISSION TO RFP-24-94



48 INCH TRANSMISSION MAIN LEAK DETECTION SERVICES, REQUEST FOR PROPOSALS, (RFP)-24-94

REVISED (DECEMBER 20, 2024)

December 20, 2024



City of Bentonville, Arkansas,
Purchasing Department,
Administrative Services Building – 1000
SW 14th St. Bentonville, Arkansas
72712

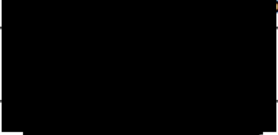


CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA
(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. **Unsigned Proposals will be rejected without exception.**

NAME OF FIRM (Must match W-9): Pure Technologies US Inc.	PHONE NUMBER: 443-766-7873	EMAIL: bryon.boyd@xylem.com
BUSINESS STREET ADDRESS: 8920 State Route 108 Suite D	CITY: Columbia	STATE: MD ZIP: 21045
SIGNATURE OF AUTHORIZED PERSON: 	DATE: December 6, 2024	
PRINTED OR TYPED NAME: Bryon Boyd	TITLE: Regional Sales Manager	
ARKANSAS SALES OR USE TAX NUMBER (if applicable): 86-0853190		

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: _____ Pure Technologies US Inc. _____

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.

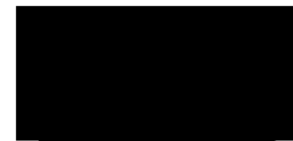
Immediate Relation includes:

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

OR

☒ 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.**



Initials

December 20, 2024

City of Bentonville, Arkansas,
Purchasing Department,
Administrative Services Building - 1000 SW 14th St.
Bentonville, Arkansas
72712

RE: 48 INCH Transmission Main Leak Detection Services, RFP 24-94

Pure Technologies Ltd., a Xylem Brand, is a recognized industry leader with decades of experience in the inspection, assessment, and management of pressurized water pipelines and are please to submit this response to the City of Bentonville to perform a comprehensive leak detection survey on approximately 13.79 miles of 48" transmission main.

We propose using our SmartBall® free-swimming inspection platform to complete this project. SmartBall inspects pipelines while they are in service, detects acoustic activity associated with leaks and trapped air pockets, and uses motion data to map the pipelines' true alignment. Features that make Pure Technologies' SmartBall platform the ideal solution for this project include:

- Reporting the location of leaks and air pockets within ± 6 feet of their actual location
- The ability to live track and locate the actual position of the SmartBall tool within the pipeline
- 24-hour preliminary analysis to identify and investigate medium and large leaks prior to demobilizing
- 15+ years of experience successfully inspecting over 9,968 miles and reporting over 4,549 leaks

At Pure Technologies, we are committed to providing peace of mind to our clients by showing them the true lifecycle of their pipeline infrastructure. We have assembled a seasoned team of professionals to fulfill the scope of this project. This team has extensive experience in leak detection on a wide variety of pipe material and sizes. In addition, we have the capacity, expertise, and knowledge of the required standards to safely deliver this project for the City of Bentonville.

Best regards,



Steve Purkiss
Business Development Manager
760-644-5392
Steve.Purkiss@Xylem.com

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Response and General Information

Response and General Information	
Organization Name	Pure Technologies US Inc.
Business Address	Columbia, Maryland 8920 State Route 108, Suite D Columbia, MD 21045 Dallas, Texas 2310 McDaniel Drive Carrollton, TX 75006
Telephone Number (Head Office)	443-766-7873
Point of Contact	Steve Purkiss Business Development Manager 760-644-5392 Steve.Purkiss@Xylem.com
Type of organization	Corporation
Year the organization was established	1997

Qualifications: Experience, Competence and Capacity

Established in 1997, Pure Technologies US Inc., a Xylem brand (Pure Technologies, Pure) is a recognized industry leader in the inspection, assessment, and management of pressurized pipelines. Pure has provided inspection, condition assessment, monitoring, and management solutions for owners and operators of critical infrastructure around the world. Our technologies provide clients with actionable data allowing them to proactively manage critical assets. This approach has significantly extended the useful life of assets resulting in capital improvement/replacement dollar savings, avoidance of high emergency repair costs, and improved public confidence and utility reputation. Our extensive patent portfolio, which includes over 80 patents or patents pending worldwide, is a testament to our innovation and commitment to excellence.

Having the largest inspection results database in the industry and analytical portfolio provides the actionable information and solutions utilities need to cost effectively focus resources with precision, by prolonging asset life, improving safety, and increasing reliability. That means the City of Bentonville (City) can focus their resources on the right place, at the right time, and eliminate budget waste, lost hours, and disruption.

Acoustic Leak Surveys

Our SmartBall® free-swimming inspection platform is the best solution for detecting pipeline leaks as it brings the leak detection sensor directly to the source of the leak, providing greater sensitivity and accuracy. Our inline leak detection works equally well in all pipe materials because the acoustic signal of the leak does not have to travel as far as external methods.



CTRL + CLICK TO FOLLOW
VIDEO LINK

Our non-destructive leak detection technologies can accurately locate even pinhole leaks and gas pockets, allowing for immediate repairs and reducing future failures.

SmartBall® Capabilities and Benefits

- Available for both water and wastewater pipelines
- Locates leaks and gas pockets within ± 6 feet of their actual location
- Typically inserted through a 4-inch or larger valve into an active line.
- Once deployed, the tool is propelled by the hydraulic flow and can navigate inline valves, 90-degree bends, tees, diameter changes, profile changes, and vertical risers.
- Tool is continuously tracked to determine the actual position of the tool inside the pipeline during an inspection using proprietary external tracking devices synchronized with the tool.
- (Water) Typically extracted by using an expandable retrieval net through a pressurized stack attached to a 4-inch full-bore flanged valve.
- (Wastewater) Typically extracted from the pipeline by installing a metal bar screen at a gravity transition manhole or other depressurized feature.

- 24-hour turnaround of preliminary analysis to identify and investigate medium and large leaks prior to demobilizing

SmartBall	North America	Globally
Total Inspection Distance	4,578 miles	9,968 miles
Total Leaks	1,317 leaks detected	4,549 leaks detected
Total Projects	1,250	2,286

Our Team (Competence)

Pure hires technicians with documented mechanical aptitudes and engineering backgrounds, primarily. Since most of our technology is proprietary, no one starts with us qualified to operate our equipment. There is an extensive training program consisting of online, shop, classroom, and field training that prepares technicians to operate our tools safely and to gather usable pipeline data on every deployment of our tools. There are also minimum quarterly and annual requirements to maintain certifications at a given level in each technology. There is well over 100 years of project experience concentrated in the team that develops and delivers our training program.

Each inspection platform that Pure offers has a dedicated field staff training and certification program. The certification programs follow the following structure:

1. Field Technician Assistant: Entry level technicians that only require field safety training and rudimentary training on the platform. Pure ensures that a minority of the team is at the assistant level, and these technicians receive additional supervision and are never given responsibility for critical field tasks.

2. Field Technician Level 1: Experienced technicians that have received training and participated in numerous and regular inspections with the platform to be certified.

3. Field Technician Level 2: Experienced technical leaders that have been certified to lead an inspection team for the platform in question. All inspections have at least one FT2 for the appropriate inspection platform assigned for each platform that is utilized.

4. Field Technician Level 3: The most experienced technicians that also have the capability to implement special applications of the platform that go beyond standard operating procedures. These technicians are usually not needed on site, but will be incorporated if, during project planning, a high risk is identified, or highly specialized equipment features are required.

5. Site/Field Manager: This role is designated at the beginning of the project as the on-site field liaison with the client and technician team(s), able to keep your staff informed and up to date on inspection activities. Depending on the project complexity, a dedicated Site Manager may be brought in to manage multiple teams or a Senior Field Technician may be assigned the role for simpler, single team inspections.

Management Approach

Quality assurance activities focus on the processes used to proactively manage quality and prevent quality failures throughout the project lifecycle. Quality assurance involves methods to ensure the project will satisfy the quality standards, and that the team will define and record quality reviews, test performance, and the client's acceptance. Quality assurance also helps uncover causes of unsatisfactory results and establish lessons learned to avoid similar issues in this and other projects.

Pure Technologies houses all its processes on Microsoft SharePoint, named "Process Central." Sections of the site include sales, delivery, supply chain, finance, human resources, and information technology. Process documents, process reviews and performance checks, point kaizens, non-conformance reports and root cause analyses are also documented and saved online.

Quality Assurance

Quality assurance activities are performed continually to verify that project management and project deliverables are of high quality and meet quality standards. Effective quality management involves more than just reviewing work once complete but integrating a quality verification process into the overall work plan; effective quality assurance is the result of a continuous process, not a single quality control check. Project deployment practices include the incorporation of various internal QA reviews into the project schedule. This approach ensures that the deliverables have been reviewed for completeness and correctness by internal reviewers before asking for comments.

Pure Technologies operates a comprehensive Continuous Improvement department that sets and tracks performance and efficiency goals on a monthly, quarterly, and yearly basis. Continuous Improvement works with project delivery stakeholders to guide, train, and provide feedback on non-conformance reporting, root cause analysis, and process improvements.

Data Validation and Verification

Pure Technologies' Infrastructure Solutions group, led by the Quality Officer, often leads a team of analysts, engineers, and the client through the findings of field validations, data verifications, and unexpected failures. Root causes of the failure, both in terms of the pipeline and the data analysis, are reported internally and externally to improve the data analysis and pipeline condition assessment process that is employed at Pure Technologies. The findings and refinements in the strategy are communicated across the industry as lessons learned and improvements.

Deliverable Review

Deliverable review procedures are documented and must be followed to ensure all deliverables are completed and delivered on time, within budget, and at the quality level expected by Pure Technologies and external stakeholders. After completion, all documents require, at minimum, readability and technical reviews. Major deliverables require a detailed review by specific staff prior to submission. Specific processes have been implemented based on the deliverable type.



FIGURE 1 - PURE TECHNOLOGIES DELIVERABLE REVIEW PROCESS

Document quality is controlled by three levels of review:

An **Editorial Review** is performed for all distributed documents, internal or external.

- This review focuses on readability, grammar, and formatting.

A **Technical Review** is performed by the appropriate Technical Product Lead, and focuses on technical correctness, data review, including pipe attributes, and any pertinent project history.

- A Technical Reviewer familiar with the goals and standards required by the client addresses any technical flaws or discrepancies in the document.

The **Client Expectations and Contractual Review** is performed for all documents with recommendations and all reports.

- If a report offers recommendations of any kind, they are reviewed for accuracy and feasibility by a qualified individual. This final document review focuses on meeting client expectations and contractual completeness.

Planning Documents and Installation Plans

A planning document is typically the first document generated during the execution of a project and requires at least an editorial and technical review. This document is typically sent to the client, as it pertains to the coordination of their resources.

Therefore, the document is required to conform to a level that is acceptable for distribution outside of Pure Technologies. Valuable input can be provided by reviewers regarding the scope of work, likelihood of success, and important aspects to include or exclude from the document. Along with providing a high-quality technical document, grammatical and formatting consistency will be expected.

Safety Documentation

All safety documentation is required to be completed during the planning phase of the project. The documentation includes the Planning Document as well as a Site Safety Plan. Following the Safety Manager's review, the Site Safety Plan should be submitted to the Project Manager to ensure that it is approved by all responsible parties.

Summary Letters and Memorandums

Following the completion of any inspection and assessment activities or engineering evaluation, Pure Technologies may provide the client with a summary letter or memorandum prior to development of the final report. The summary letter may provide the client guidance in calibration, validation, or preliminary repair actions.

These documents are normally time-sensitive, as clients may require the results in order to mitigate risk of pipeline failure with the continued operation of the asset. A summary document will follow a similar quality assurance review process to that of the planning document; however, prior to submittal, the summary letter must go through a Level 3 Review if recommendations are included.

Technology Reports

Whether Pure Technologies is delivering a single technology or a suite of services to a client, each technology delivers a report detailing the inspection results. These reports may be the sole and final deliverable or may expand on results detailed in a summary document. Technology reports may also be included as appendices in a larger condition assessment report.

Engineering Reports

Engineering reports are the highest-level deliverable provided by Pure Technologies. These reports (see Appendix B for a sample PCCP report) typically consist of multiple inspection technologies and engineering analyses, providing actionable information to the client, or they can be the product of a purely analytical service.

It is the Project Manager's responsibility to combine all relevant results into the engineering report and ensure that the pipeline condition assessment is performed based on all of the available information. The Project Manager must also ensure that the quality level meets or exceeds both Pure Technologies' and the client's standards.

Health and Safety

Accept only Zero

Accept only Zero is our Company Wide Environment, Safety, Health and Security Philosophy. It emphasizes our commitment to an incident-free workplace. Xylem values the importance of providing our employees with a safe and secure workplace, an environment of continuous improvement, and an education to empower them to identify and address hazards.

Safety management

Safety is a priority for Pure Technologies, a Xylem brand. Pure Technologies invest heavily in Safety training and certifications and empower it employees to make the right decisions when it comes to ensure a safe workplace, at office and in the field, and to use the Stop Work authority if a safe operation cannot be achieved.



Pure Technologies standard safety training and certifications for field staff include the following, as minimum requirements:

- Ontario Occupational Health and Safety Act and Regulations
- WHMIS
- Confined Space Entry and Permit
- Working at Heights / Fall Protection – CPO approved
- Using Personal Protective Equipment
- First Aid /CPR/AED – Level C Training – Red Cross
- Traffic control for managers / supervisors
- Hoisting and Rigging
- Excavation Safety and Awareness Training
- Working with Pressure training

For standard confined space entries into chambers, pure utilizes non-entry rescue method, using tripods or davit arms and self-retracting lines. Pure attendants and confined space supervisors are responsible to ensure compliance with Pure and OSHA standards and to fill the confined space entry permit. In accordance with O-Reg. 632/05 and Pure Technologies safety policies, all confined space entries are treated as permit-required entry.

Whenever non-entry rescue into confined spaces is not doable, Pure Technologies retain qualified contractors to be onsite to coordinate confined space, provide confined space rescue equipment and rope support, and perform onsite rescue if needed.

In addition, Pure Technologies has an extensive curriculum of online training through its VelocityEHS and XLC (Xylem Learning Centre) training platforms.

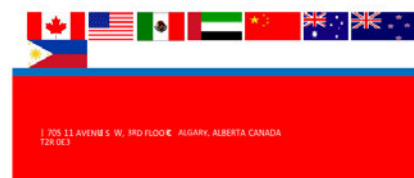
Pure Technologies holds its subcontractors to the same expectations and safety standards. It is the responsibility of the Project Manager, with the assistance of the Environmental, Health and Safety (EHS) manager, to ensure that only qualified contractors are retained. Pure Technologies is in the process of rolling out Avetta Contractor Management to evaluate and vet contractors, starting with onsite rescue providers (critical).

Expectations are set before the mobilization and during pre-inspection meetings with contractors, as well as through the master subcontractor agreement. The Field Supervisor ensures compliance during the field activities, with the Project Manager's support.

A detailed Site Safety Plan (SSP) will be developed for the condition assessment of the 900/750-mm raw water main (if needed Pure can provide a copy of our Environmental, Health and Safety Manual).



Health and Safety Manual



In general, the activities listed below are the common high-risk activities present in each and every condition assessment project. The specifics along with other conditions not listed below will be addressed in the SSP.

References

Reference #1: Central Arkansas Water (CAW)

Contact Name: Jim Ferguson, P.E. – Director of Engineering

Contact Number: (501) 377-1298

Contact Address: 221 East Capitol Avenue, Little Rock, AR 72203

Contact Email: jim.ferguson@carlw.com

Scope of Work: In March of 2024, CAW retained the services of Pure Technologies to perform a SmartBall inspection of the Lake Maumelle Water Supply Line consisting of roughly 7.5-mile 48/72-inch Prestressed Concrete Cylinder Pipeline (PCCP). Additionally, Temporary Transient Pressure Monitoring (TPM), Internal free-swimming PipeDiver for the condition assessment of the line, and a full Engineering evaluation/analysis were also performed.

Reference #2: City of Arlington, TX

Contact Name: Robert Stanley – Senior Engineer – Planning and Asset Management

Contact Number: (817) 459-6824

Contact Address: 101 W. Abram Street, Arlington, TX 76010

Contact Email: Robert.Stanley@arlingtontx.gov

Scope of Work: The City of Arlington, Texas, retained the services of Pure Technologies in March of 2023 to perform a condition assessment of the Bowen Road Water Transmission Main consisting of approximately 3.3 miles of 16-inch bar wrapped pipe (BWP). This included the use of the SmartBall acoustic leak and air pocket detection platform, the PipeDiver electromagnetic platform, transient pressure monitoring (TPM), and a structural design check, and finite element analyses (FEA).

Reference #3: City of McKinney, TX

Contact Name: Tahmidur Rahman – Civil Engineer II – Public Works

Contact Number: (972) 547-3487

Contact Address: 3501 N. Central Expressway, McKinney, TX 75071

Contact Email: trahman@mckinneytexas.org

Scope of Work: In May of 2024, the City of McKinney, Texas retained the services of Pure Technologies to perform a SmartBall leak and air pocket detection assessment on a roughly 1.5-miles 18/20-inch Ductile Iron (DIP) and Bar Wrapped Pipe (BWP) of the Gerrish Street Water Main.

Method of Doing Work

Inline leak detection is the best solution for detecting leaks in transmission mains as it brings the leak detection sensor directly to the source of the leak, providing greater sensitivity and accuracy, and covering long distances in a single deployment. The SmartBall inspection platform can be deployed in an active pipeline, avoiding the inconveniences associated with shutting off water flow for the duration of the inspection. Using the SmartBall inspection platform, Pure Technologies has located thousands of leaks saving millions of gallons of water.

Leak Detection and Mapping for Condition

Assessment. Buried infrastructure typically accounts for a majority of the asset value of most utilities. The SmartBall platform is a valuable addition to a proactive pipeline management program, helping pipeline owners better understand the condition and location of their buried assets. By detecting leaks and air pockets, SmartBall empowers utilities to address problem areas before they result in larger failures, reducing unplanned capital expenditures while increasing operational confidence.

Known Leak Resolution. Finding and resolving a known leak can be a challenge for any utility. Evidence of leaks can be misleading, making them difficult to locate and sometimes creating a public relations issue. Inline leak detection can confirm or deny the existence and locate a known leak with absolute confidence.

Real Water Losses. Identifying non-revenue water is becoming an urgent priority with water scarcity, regulation, and increasingly stringent targets calling for tighter control of water from source to tap. Proven technologies to reduce water loss can be critical tools for utilities. While there are many external methods of locating leaks in small diameter distribution systems, they are less reliable and inefficient on large diameter pipes. By detecting leaks and air pockets, the SmartBall platform empowers utilities to reduce water loss and address problem areas before they result in larger failures.

The Pure Technologies team and technical solution bring a host of benefits to bear on this project:

- Project planning site visit that includes GPS point collection
- Development of an in-depth project planning document
- All travel and shipping costs included in our proposed fee

Utilities around the world have relied on the SmartBall platform to inspect more than 9,968 miles of pipeline and detect over 4,549 leaks.

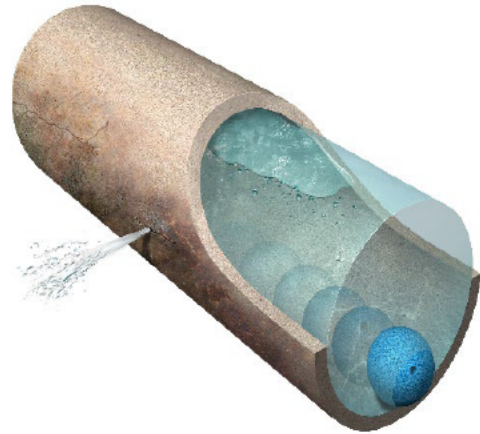


FIGURE 2: SMARTBALL FREE-SWIMMING INSPECTION PLATFORM FOR PIPELINE LEAK, AIR POCKET DETECTION AND MAPPING

- Confined space entry certified personnel equipped with safety equipment
- Use of current pipeline features where possible, such as existing 4-inch taps, reservoirs and hydrants
- Minimal onsite support requirement from the utility – typically limited to escorting tracking teams, opening manholes, and operating the pipeline
- Post-project support to ensure results and reports are clear and accurate to support excavation, if required.

The best way to proactively manage any pipeline is to better understand its health using proven condition assessment solutions combined with advanced analysis.

A comprehensive condition assessment of water pipelines involves deploying tools to accurately assess the health of the buried infrastructure along with advanced engineering analysis to provide a clearer understanding of risks that inform short- and long-term repair and replacement strategies.

SmartBall

The SmartBall inspection platform is a free-swimming, nondestructive inline inspection technology that detects acoustic activity associated with leaks and pockets of trapped air in pressurized pipelines. Optionally, SmartBall can map the pipeline using the motion data of the tool along with field-collected GPS data.

The SmartBall tool is typically inserted through a valve into an active line. Once deployed, the tool is propelled by the hydraulic flow and can navigate inline valves, 90-degree bends, tees, diameter changes, profile changes, and vertical risers. It is typically extracted by inserting an expandable retrieval net through a pressurized stack attached to a 4-inch full-bore flanged valve.

The SmartBall tool is continuously tracked during an inspection using proprietary tracking devices synchronized with the tool and tracking sensors installed along the pipeline prior to deployment.

The collected data is evaluated by experienced data analysts using proprietary software and methods to report the location of leaks and air pockets, as well as provide a qualitative estimate of leak magnitudes to help prioritize further investigation and repair activities. When mapping of the pipeline is included in the project scope, advanced location algorithms are used to evaluate motion data recorded by the SmartBall tool in combination with field-collected GPS data to determine the alignment of the pipeline.

An overview of the SmartBall platform inspection process is shown in **Figure 2**.

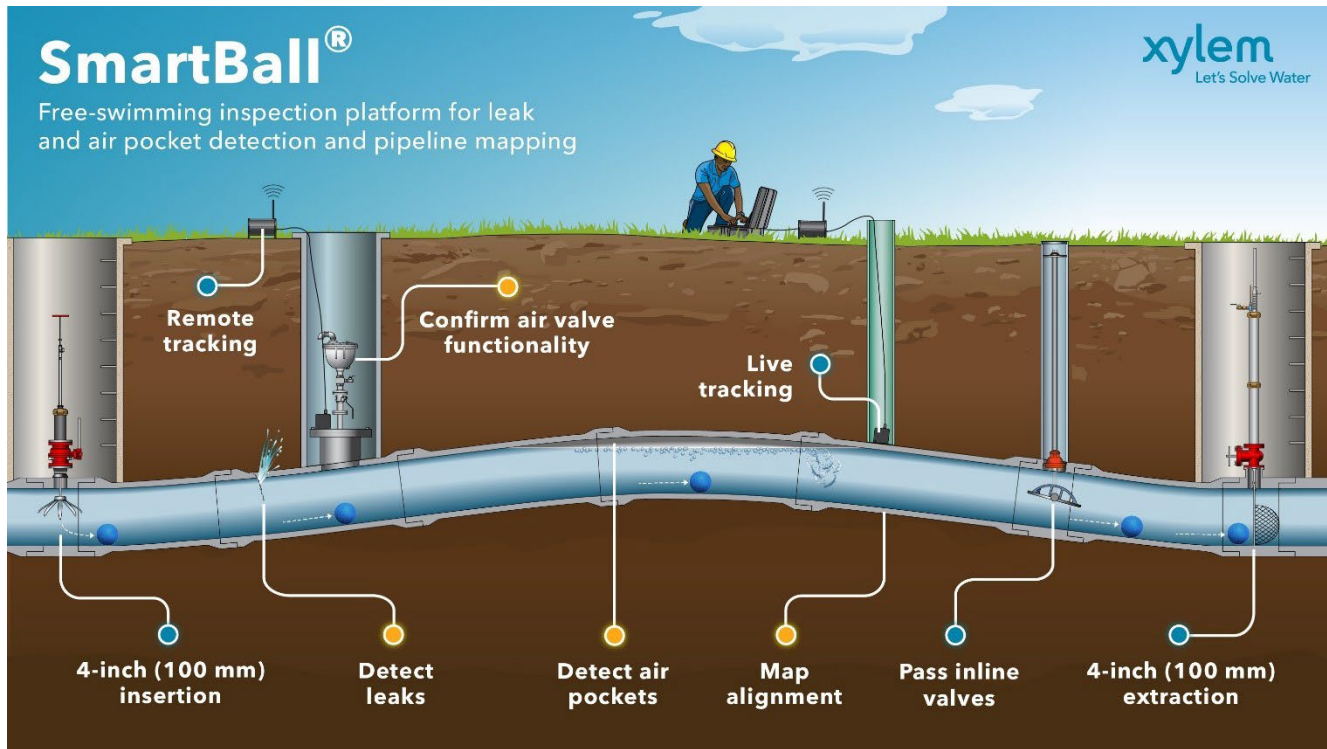


Figure 2. SmartBall Inspection Overview

Project Milestones and Deliverables

Planning and Mobilization

The planning process is an integral element of a successful project. It allows the team to identify features of the site or the pipe that could prevent a successful inspection. Actions can then be implemented to mitigate any potential risk.

Pure Technologies will meet with the City to perform a site visit to assess access to the pipeline and identify potential challenges and risks. As much information as possible on the pipeline will be requested during the planning process. It is our understanding that the City will facilitate all civil activity for pipeline access and tracking sensor installation, which may require modification to existing features, excavation, tapping, traffic control, scaffolding and other activities identified during the planning process necessary to access pipeline features determined to be critical to the inspection. Pure Technologies will make every effort to utilize existing pipeline features where feasible.

Activities undertaken as part of the planning and mobilization process include, but are not necessarily limited to the following:

- Project document review
- Project planning site visit and review
- Pre-inspection coordination/meetings

- Planning document development, including tracking plan and tracking sensor installation details
- Equipment and staffing logistics
- Tool preparation
- Pre-inspection activities required in advance of the scheduled inspection date

Based on the information gathered from the project planning site visit and all available documents, a detailed Project Planning Document (PPD) outlining the inspection plan, including insertion and extraction procedures and tracking sensor locations will be submitted prior to commencing the work. The PPD will be submitted to the City in electronic PDF format at least two weeks prior to the inspection, dependent on the receipt of project data, or as soon as possible in cases of urgent mobilization. The City should review and provide comments or approval of the PPD prior to mobilization. Any changes to the scope that arise in the planning process which impact the pricing in this proposal will be discussed with the City and mutually agreed upon before proceeding.

Planning and Mobilization Deliverables

Project Planning Document that outlines the inspection plan, including insertion and extraction procedures and tracking sensor locations.

Inspection

SmartBall tracking sensor installation will be completed the day prior to inspection and may take one to two days, depending on sensor locations and accessibility. It is expected that the City will aid with any sensor installations that require soft digs or pavement coring to access the pipeline and will provide appropriate traffic control during tracking installations, if required, as outlined in the PPD.

Leak locations are determined using data recorded by the sensors onboard the SmartBall tool as well as that recorded by the tracking devices. This data is also used to determine if a leak is occurring on a pipe joint, barrel, or pipeline feature. Leaks occurring on the barrel of a pipe may indicate the pipe has been structurally weakened and is in danger of failing. Experience has shown our analysis methods are accurate to within approximately ± 6 feet.

The inspection is expected to take one to two days to complete. Immediately preceding the deployment of the SmartBall tool, Pure Technologies personnel will measure the flow speed, flow direction, and pipeline operating pressure to verify the conditions in the pipeline. Several tracking teams will be assigned to monitor the tool's movement through the pipeline. If required, The City will provide traffic control during the inspection at each tracking sensor location. Coordination with operations staff will be required throughout the duration of the inspection, particularly for activities such as valve operation, pump management, etc. These activities will be outlined in the PPD. Upon completion of the inspection, data will be downloaded from the SmartBall tool and shared with the Pure Technologies analysis team.

Prior to demobilizing from the inspection, the Pure Technologies team will review data recorded by the SmartBall tool and investigate suspected medium and large leaks identified during the inspection. The results from this analysis will be communicated directly to the City through

email, phone, or in-person. To investigate, personnel will travel to the location of the suspected leak to look for obvious signs of leakage, listen with a ground microphone, investigate nearby pipeline features and manholes, and will record additional GPS points used to improve the final reported location of the leak that will be delivered in the draft report.

Further details on considerations related to the pipeline inspection such as pressure, flow requirements, or insertion/extraction requirements can be found in Appendix A, Inspection Considerations.

Optional Inspection Services

Flow Rate Verification. Onsite verification of flow rates under inspection conditions can be conducted during initial site visit. This can be an essential step in the planning process for complex pipeline networks that require numerous valves to be operated or for utilities needing additional assistance to verify that operating conditions in the pipeline are suitable for inline inspection.

Hydrant extraction. Pure Technologies can provide equipment to safely retrieve the SmartBall tool from pipelines utilizing existing fire hydrants when other access points are unavailable. The SmartBall tool can also be inserted into the pipeline using hydrants. This method of insertion is performed at no additional fee from Pure Technologies but may require the utility to provide pumping services.

Data Analysis

The Pure Technologies analysis team will analyze the data collected by the SmartBall platform to document details of acoustic events including acoustic intensity plots and tracking details. A dig sheet will be developed for each leak to aid in location and excavation. Dig sheets include an aerial view of the pipeline alignment and detail a leak location based on the distance from the leak to the nearest upstream and downstream pipeline features.

Data Analysis Deliverables

1. Immediate notification of suspected medium and large leaks, if needed
2. Draft Inspection Report including:
 - Project background and inspection details
 - Details of acoustic events including acoustic intensity plots and tracking details
 - A table of results identifying locations of acoustic events (e.g., leaks and/or air pockets)
 - Dig sheets to aid in locating and excavating reported leaks, including an aerial view of the pipeline alignment and detail of each leak location
3. Final Inspection Report incorporating comments from the City.

The City's Responsibilities

It is expected that the activities listed below will be completed by the City of Bentonville. Requirements will be determined in more detail during the inspection planning process.

- Provide information about the pipeline at least four weeks prior to the inspection date including, but not limited to, plan and profile drawings, lay sheets, shop drawings, manufacturing details, and details of access structures and appurtenances – if available.
- Obtain any required legal right-of-entry on the property.
- Provide support personnel during the inspection for locating the access structures, traffic control, valve operation, pump operation, and other support as necessary.
- Provide Pure Technologies with the typical flow velocities and pressures for pipeline operation, and the expected minimum and maximum values for each. If this data is unavailable, Pure Technologies would like the opportunity to verify flow velocities recommended prior to performing the inspection.
- Provide and maintain safe and reasonable access to all work sites throughout the inspection and obtain permits as required.
- Prepare and/or modify existing pipeline fittings and structures as indicated by Pure Technologies to accommodate insertion and extraction of the equipment as outlined in the Planning Document.
- Render confined areas safe for the services, including lockout tagout of pumps, valves and motors; dewatering chambers and vaults to permit movement of persons and equipment; and vector and rodent control as necessary.
- Provide scaffolding to support SmartBall insertion or extraction if needed.
- Excavate, dewater, shore up, and/or provide scaffolding of job area and other civil activity as necessary in compliance with Occupational Safety and Health Administration and local standards and regulations.
- Provide pumping services to allow for insertion of the SmartBall tool through a hydrant, if necessary.
- Operate the pipeline in a manner that will achieve the minimum required flow velocity indicated in the Planning Document throughout the inspection.

SmartBall Insertion Consideration

Pipeline Pressure

Inline leak detection technology is inherently more sensitive than external methods and correlators because it brings the acoustic sensor within one pipe diameter of the leak. Acoustic leak detection functions by detecting the acoustic signature generated by the sudden drop in pressure of water exiting the pipeline at the site of a leak. SmartBall technology requires a minimum pressure differential between internal and external pipeline conditions of 15 psi (1 bar) for acoustic leak detection. For pipelines in high water tables or river crossings, the resultant hydrostatic head acting against the exterior of the pipe wall must be taken into consideration.

During the SmartBall inspection, City staff will need to operate the system to maintain pipeline pressures as necessary to accommodate the needs of its customers. A review of the pipeline will be performed as part of the planning process to identify potential areas where the pressure may drop below the minimum required pressure differential for acoustic leak detection. Additional factors that affect acoustic leak detection include tunnels and encasements where the sudden drop in pressure that causes the acoustic signature generated by the leak may not occur at the site of the leak inside the pipeline, but rather at the point where the fluid exits the tunnel or encasement if the 'leak path' becomes pressurized between the pipe wall and the tunnel or encasement. Approximate pressure measurements may be requested prior to and/or during the inspection to ensure the pipeline is operating within expected conditions.

Insertion and Extraction Requirements

The SmartBall tool is typically inserted through a 4-inch (100mm) or larger full-bore flanged valve into an active pipeline. When using standard insertion equipment, the valve should have direct access to the pipeline with no bends in the connecting riser. The minimum internal diameter of valve opening and pipeline access must be no less than 3.75 inches (95.3mm). A minimum of 4 feet (1.3m) of overhead clearance is required above the flange of the insertion valve. Alternative methods for insertion include utilizing check valves in pump stations, areas where the pipeline transitions to gravity, or pumping the SmartBall through offset piping such as a hydrant or bypass.

If a hot tap is being performed to add an access point, the drill bit must be at least 3.75 inches (95.3mm) in diameter and centered within the newly installed valve. Note that a 4-inch valve on an access point installed with a drill bit smaller than 3.75 inches will not provide the clearance needed.

The SmartBall tool is typically extracted from the pipeline by installing a pressurized stack on a 4-inch (100mm) full bore flanged valve, or larger, with a minimum internal diameter no less than 3.75 inches (95.3mm). The valve should be on the crown of the pipe and be located on a flat section of pipeline with no vertical slopes or horizontal bends 30 feet (9m) upstream of the valve. A minimum of 16 feet (5m) of overhead clearance is required above the flange of the extraction valve. It is possible to core the roof of a vault above the valve with a 6-inch (150mm) or greater opening if the vault does not have enough overhead clearance. The extraction net utilizes a tracking sensor and a camera to confirm the SmartBall tool has been caught. Other

extraction methods, such as retrieval from a reservoir using a remotely operated vehicle, are possible and can be evaluated by the SmartBall technical experts for feasibility.

Tracking

Prior to the inspection, tracking sensors will be installed along the pipeline to track the position of the SmartBall tool. The tracking sensors function best when installed as close as possible to the water column in the pipeline and are attached to metal surfaces of pipeline appurtenances, such as air release valves, flanges, valves, or any other contact point on the pipeline. At these locations, Pure Technologies staff clean an area of the pipe approximately 3 inches by 3 inches (75mm by 75mm) and will adhere tracking sensors using a fast-drying epoxy. Computers synchronized with the SmartBall tool will be connected to the tracking sensors to calculate the location and velocity of the SmartBall tool as it approaches and passes the tracking location. Tracking teams will set up at tracking sensors before deploying the SmartBall tool and will 'leap-frog' to subsequent tracking locations as the SmartBall tool traverses the pipeline on its way to the extraction point. A tracking plan and details for installing tracking sensors will be included in the PPD submitted to the City prior to the inspection.

Flow Requirements

The SmartBall tool requires a fluid velocity of 0.5 feet per second (0.15 meters per second) to traverse flat sections of pipeline. The ideal fluid velocity for most pipelines is 2 to 4 feet per second (0.6 to 1.2 meters per second) for traversing slopes and allowing tracking teams to relocate to the next tracking location. The maximum fluid velocity before data quality is impacted is 6 feet per second (1.8 meters per second) for leak and air pocket inspection and 3 feet per second (0.9 meters per second) for SmartBall mapping. The SmartBall tool usually travels at approximately 70% of average fluid velocity. City staff will control the flow rate to confirm the requisite velocity during tool deployment as defined in the PPD. Pure Technologies will also evaluate pumping rates and cycle times to determine if supplemental water will be required to complete the inspection. It should be noted that air pocket and leak detection surveys should be performed as close to typical operating conditions as feasible.

Live Pipeline Inspection Risks

Despite meticulous planning and preparation, live pipeline inspection carries an inherent risk that cannot be avoided. There is a possibility that the inspection platform could encounter problems during the inspection run that could lead to loss of data, requiring a re-inspection or at worst the tool getting stuck in the pipeline due to unforeseen or unknown obstructions. The planning process is used to mitigate any potential risks.

Accuracy of Technology Proposed

Below we provide our technical operating specifications for SmartBall.

TABLE 1 - SMARTBALL OPERATING ENVIRONMENT

Pipe Materials	PCCP, RCP, AC, PVC, HDPE, Steel, Ductile Iron, Cast Iron, GRP, and other
Maximum Pressure	500 psi (34.5 bar), higher available upon request
Minimum Recommended Pressure Differential	15 psi (1 bar) <i>Consult with the SmartBall Technical Team for pipe diameters 72 inches (1800 mm) and larger</i>
Leak Sensitivity	Between 0.03 gallons/minute at 100 psi and 0.35 gallons/minute at 15 psi (Between 0.11 l/min at 6.9 bar and 1.32 l/min at 1 bar) <i>Pipeline pressure, leak volume, and leak shape affect acoustic leak detection capability</i>
Pipeline Diameters	12 inches (300 mm) and greater for unlined metallic water pipes 6 inches (150 mm) and greater for all other pipe material and wastewater pipes
Maximum Flow Velocity	6 feet/second (1.8 m/s) <i>Maximum when mapping is 3 feet/second (0.9 m/s)</i>
Minimum Flow Velocity	0.5 foot/second (0.15 m/s) in flat terrain <i>For vertical shafts, consult with the SmartBall Technical Team</i> <i>Mapping requires a consistent flow rate</i>
Maximum Deployment Time	24 hours
Maximum Fluid Temperature	158 °F (70 °C)
Maximum Degree of Bends from Insertion Point	Unlimited

Estimated Schedule

SmartBall Project Schedule

Pure Technologies understands that a clear schedule of the work is paramount to the City of Bentonville as there are many factors that weigh on a timely project. In all cases, Pure Technologies makes it a priority to accommodate the necessary needs of its customers and strive to meet expectations on the scheduling of field work and reporting.

The proposed schedule for the project is shown below and can be assumed for any and all future inspections going forward for the contract.

Leak Detection	
Task	Timing
Site visit	Within 30 days following Notice to Proceed (NTP)
Project Planning Document	2 weeks before inspection
Inspection	8-10 weeks following NTP
Leak investigation prior to demobilization	24 hours after completion of inspection
Draft Report	4 weeks after inspection
Leak and air pocket detection only	
Final Report	2 weeks after receipt of comments on Draft Report

Price

Following conversations with the City of Bentonville on December 19, 2024, the optional transient pressure monitoring (TPM) study was elected to be removed from the scope. In addition, for the SmartBall leak investigation, it was agreed to approach the inspection as a single mobilization as well remove the need to re-insert the tool as the line is continuous. The revised pricing for this is shown below.

PRICING FOR LEAK AND AIR POCKET INSPECTION					
Sections 1 & 2 Combined in Single Mobilization					
1	SmartBall Leak and Air Pocket Inspection ¹	Per Mile	\$12,571.49	13.79	\$173,360.85
2	Temporary Transient Pressure Monitoring	Lump Sum	-\$7,500.00	1	-\$7,500.00
3	SmartBall Re-insertion Fee for additional insertion on same or different pipeline	Lump Sum	-\$6,180.0	1	-\$6,180.00
Total					\$159,680.85

¹ - PRICING INCLUDES SITE VISIT, DETAILED PLANNING, FIELD WORK, AND COORDINATION, AND REPORTING

Notes and Assumptions

- Any modifications to the distance to be inspected within this scope, or for any additional inspections outside this scope, may result in an altered per-mile rate.
- A charge of \$5,150 will apply should the work be delayed by the City of Bentonville within two weeks prior to an agreed mobilization date. A project delayed into the next calendar year may incur a price increase in the amount of the local Consumer Price Index.
- A rescheduling charge of \$10,300 will apply should the work be cancelled by the City of Bentonville within two weeks prior to the agreed mobilization date and the crew/equipment resources are already in transit to the work site.
- A stand-by charge of \$10,815 per crew day will apply if the project is delayed for 24 hours or more by the City of Bentonville after mobilization.
- Pricing does not include custom equipment fabrication, traffic control, civil works, permitting, confined space rescue support, lighting for night inspections, or valve exercising. These tasks and their respective costs are the responsibility of the City of Bentonville unless otherwise agreed or is included in the project estimate above.
- Suitable access points for insertion and extraction of the inspection tool are the responsibility of the City of Bentonville.
- Additional services required for hydrant insertion, such as pumping are the responsibility of the City of Bentonville.
- Costs associated with scaffolding to support SmartBall insertion or extraction are not included in this proposal.

- Hydrant extraction pricing does not include additional services if necessary, such as dichlorination or water discharge permitting.

Xylem is excited to partner with the City of Bentonville on this project. We are committed to providing you with a successful proposal and we thank you for this opportunity.





EXHIBIT B

CITY OF BENTONVILLE SOLICITATION

RFP-24-94-48 Inch Transmission Main Leak

Detection Services



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: November 17, 2024

NOTICE

48 Inch Transmission Main Leak Detection Services REQUEST FOR PROPOSALS (RFP)-24-94

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured organizations to perform a leak detection survey of the City's 48-inch water distribution system transmission main. The project will include a comprehensive leak detection survey of approximately 13.79 miles of 48-inch Prestressed Concrete Cylinder Pipe (PCCP) transmission mains, with the findings summarized in a report based on the requirements set forth in the request for proposals for the City of Bentonville Water Utilities Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years. The City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open RFQs and RFPs'; however, the City encourages any Parties whom download the Response Packet to alert the Purchasing Department via the contact information above to ensure they receive any issued Addenda or Q&A. Interested Parties should note that there may be a 24-48 hour delay in the Response Packets being uploaded on the City's website from the date of publication.

The **deadline for submission of a Proposal in response to this request is December 11, 2024 at 4:00 PM CST.** Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

The City of Bentonville encourages all qualified small, minority and women owned business enterprises to submit proposals/bids for City contracts.

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is December 5, 2024 at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

Department Responsible for Advertising Costs: Legal



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REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-24-94	Date of Issuance:	November 17, 2024
Brief Description:	48 Inch Transmission Main Leak Detection Services		
Agency:	The City of Bentonville, Arkansas: Water Utilities Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	December 11, 2024	Proposal Submission Deadline: (Time)	4:00 PM CST

Proposals must be received by the Purchasing Department prior to 4:00 PM CST on Wednesday, December 11, 2024. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2 nd Floor 1000 SW 14 th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	<u>Outer packaging</u> must be sealed and properly marked with the following information: • Proposal Number: RFP-24-94 • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original and (1) One digital copy (USB Flash Drive, CD) of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Kelsi Frederick	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2 nd Floor 1000 SW 14 th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is December 5, 2024 at 4:30 PM CST



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EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA
(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. ***Unsigned Proposals will be rejected without exception.***

NAME OF FIRM (Must match W-9):	PHONE NUMBER:	EMAIL:
BUSINESS STREET ADDRESS:	CITY:	STATE: ZIP:
SIGNATURE OF AUTHORIZED PERSON:	DATE:	
PRINTED OR TYPED NAME:	TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):		

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



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SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured organizations to perform a leak detection survey of the City's 48-inch water distribution system transmission main. The project will include a comprehensive leak detection survey of approximately 13.79 miles of 48-inch Prestressed Concrete Cylinder Pipe (PCCP) transmission mains, with the findings summarized in a report based on the requirements set forth in the request for proposals for the City of Bentonville Water Utilities Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
 - o You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 3 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

B Advertisement Published, Requesting Proposals: November 17, 2024

B **Deadline to Submit Questions: December 5, 2024 (4:30 PM CST)**

B **Deadline to Submit Proposals: December 11, 2024 (4:00 PM CST)**

**The hard copy Submission must be delivered prior to the deadline date/time in a SEALED envelope.*

PROPOSALS CANNOT BE EMAILED.

The City reserves the right to award the Contract in its best interest.



SCOPE OF WORK

The City of Bentonville manages a water distribution system that supplies potable water to approximately 61,000 customers within its corporate limits and nearby areas, including four wholesale customers. The system comprises five water storage tanks, two booster stations, and around 368 miles of distribution mains, varying in size from 2 inches to 48 inches in diameter and made from various materials.

The City seeks a qualified contractor to perform a comprehensive leak detection survey on approximately 13.79 miles of 48" transmission main. The preferred technological method of obtaining the leak data is by utilizing the SmartBall free swimming platform by Pure Technologies. The transmission line may not be taken out of service therefore the technology must be deployed in a live line without service disruptions. The leak detection device must also be able to navigate inline butterfly valves. The findings of the survey should be presented in a detailed report that includes a summary of the project, a review of the survey, area survey sheets with documented observations, information on each individual leak—including location and estimated leakage rate—and a conclusion. GPS coordinates are required.

General Scope

The project shall be conducted in accordance with the following general scope of services:

- A. The contractor will review maps and GIS data of the 48" transmission main for familiarization of the pipe network and available appurtenances (valves, hydrants ARVs, etc.) to be used for access points.
- B. The contractor shall use internal inspection equipment to conduct a comprehensive leak detection survey of the live transmission line. Service interruption will not be permitted.
- C. Operation of valves and appurtenances will be performed by City of Bentonville personnel only.
- D. The contractor shall furnish the City with a final report within twenty (20) days from the end of the project. The final report will include:
 - a. Executive summary showing individually recorded time for correlating, surveying and other time spent on the project. The summary shall include footage covered, approximate water loss rate, types of leaks identified, and quantity of leaks encountered.
 - b. Survey review explaining the procedures and methods used during this study.
 - c. Leak reports with detailed drawing showing each leak location that is identified including a photograph of the location, address and/or cross street, GPS coordinates, type of leak, visual water, and an estimate of water loss quantity (gpm).
 - d. An electronic version in PDF format shall be provided.

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Proposal Content

The proposal should provide a straightforward, concise description of the organization's capabilities to deliver the products and services. The following is the requested format:

- A. Organization Name, Business Address, and Telephone Number including a point of contact for additional information.
- B. Type of organization (individual, partnership or corporation) and year the organization was established.
- C. Profile of the organization's experience, qualifications, and technical capabilities in providing requested products and services. Organizations should list contact references for representative services.
- D. Description of proposed methods and equipment to be used to complete the leak detection study.
- E. The organization's estimated schedule for completion of the study. The city assumes approval of an agreement January 14, 2025.
- F. Non-Binding Cost Proposal. The respondent shall include a cost proposal for leak and detection services. The proposal should include separate pricing for each of the two specified sections as follows:
 - a. Section 1 – Roughly 5.85 miles
 - b. Section 2 – Roughly 7.95 miles
- G. The proposal shall be signed by an authorized representative of the organization.

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Required Response Information

Responses to this Request for Proposals are required to, but are not limited to include the following information:

1. General Requirements:

Demonstrate the qualifications, competence and capacity of the firm seeking to perform the services listed herein and provide the necessary items to do so and as requested.

The response should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements set forth in this RFP and in the SCOPE OF WORK.

2. References for Similar Engagements:

Please provide at least three (3) references and descriptions for similar engagements that the Proposer has completed. References must include the customer's business name, primary contact name, address and telephone number. References may be contacted by the City as part of the evaluation process.

3. Insurance:

The Proposer shall provide proof in their submission that the Proposing firm maintains the following insurances:

- Workers Compensation
 - State = Statutory
 - Applicable Federal (e.g USL&H) = Statutory
 - Employer's Liability = \$2,000,000.00 Each Accident
- Comprehensive or Commercial General Liability

4. Proposed Method of Doing Work

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers should pay special attention for providing the description of proposed methods and equipment to be used to complete the leak detection study.

5. Proposed Cost of Performing Services:

The Proposed Cost of Performing the services, as specified herein, shall be conveyed only on a cost per mile basis. All costs shall be conveyed rounded to the nearest cent.

All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.



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EVALUATION FACTORS

Proposers should address each of these factors in their Submission for the Committee's review when ranking.

These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points); the Selection Committee Members will use this to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from the three Proposers deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee.

Point Value: 20

1. Response and General Information

- How complete, thorough and responsive the Proposer is to the Request for Proposal and documents.
- Organization name, business address, and telephone number including a point of contact for additional information.
- Type of organization (individual, partnership or corporation) and year the organization was established.

Point Value: 20

2. Qualifications: Experience, Competence and Capacity

- Proposer's experience, competence, and capacity for performance of the services.
- The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein.
- Proposer's should provide past experience, including but not limited to:
 - Services provided within the last three (3) years, including information about the frequency of the service.
 - References for whom the Proposer has provided the same or similar services.
- Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used.
- Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information.

*Proposers **ARE REQUIRED** to provide a list of similar jobs performed and contact information for each job (references).*

Point Value: 25

3. Method of Doing Work

- The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.
- Description of proposed methods and equipment to be used to complete the leak detection study.

Point Value: 20

4. Estimated Schedule

- The capacity and ability that the Proposer has to realistically meet the City's request for completion of the study.
- The City assumes approval of an agreement January 14, 2025.

Point Value: 15

5. Price

- The Proposed Cost of Services, as described herein.
- The Proposed Cost of Services must only be conveyed by COST PER MILE BASIS. Deviation from using this unit of measure (per mile) may be considered failure to be responsive and the Proposal may be rejected.

All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.



TERMS & CONDITIONS

1. Firms responding to this Request for Proposal (“RFP”) must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as “City”. The Proposer submitting a Proposal in response to this RFP will be referred to as “Proposer”, “Submitter”, “Provider”, or “Contractor” periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
 - **RFP Number:** RFP-24-94
 - **Proposer’s Information:** Name and address

No telephone, electronic, or facsimile Proposals will be considered.

4. Proposers shall include all information in the Required Response Section of this RFP, as well as any additional information of their choosing.

There are no Proposal format restrictions, except as stated herein.

5. The City reserves the right to:
 - Reject any and all Proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
 - Adopt all or any part of the Proposal.
 - Negotiate changes in the scope of work or services to be provided.
 - Withhold the award of contract.
 - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City’s requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer’s risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.



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8. All Proposals and other materials submitted shall become the property of the City.
9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Term:** The term of the awarded Contract is a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed five (5) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and applicable laws.
17. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
18. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
19. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
20. **Timeline:** The City intends to award the contract at the January 14, 2025 Council Meeting, however this date is subject to change, an estimate, and is not guaranteed.
21. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

22. Proposer Qualifications: The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

23. Cancellation/Rescheduling: The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to pick up material as specified. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

24. Taxes and Other Costs: The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.

25. Copyrights: By submitting a Proposal, the Proposer certifies that no products offered to the City infringe upon any copyrights and furthermore that Proposer owns all rights to the products or owns the right to sell (and/or resale) the products provided under the awarded Contract. The awarded Proposer(s) shall solely responsible for any copyright infringement or any other recourse sought against them for the sale or use of any products or graphics provided under the Contract.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
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APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: _____

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.

OR

☐ 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.**

_____ **Initials**



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	RFP-24-94	Solicitation Title:	48 Inch Transmission Main Leak Detection Services
RFI RESPONSE NUMBER	1	Date of Issuance:	November 22, 2024

TO: Prospective Submitters

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Submission.

Line Number	Submitted Question	City's Response
1	Would it be possible for the City to provide us with a map of the pipe?	Once the Proposer is awarded the RFP-24-94, they shall have access to the maps of the pipe to complete this project. The City believes there is enough information for proposers to submit based on the information given in the Response Packet.
2	What we need is the map and GIS Data as described on page 6 of the attached: General Scope The project shall be conducted in accordance with the following general scope of services: A. The contractor will review maps and GIS data of the 48" transmission main for familiarization of the pipe network and available appurtenances (valves, hydrants ARVs, etc.) to be used for access points. Please send this data or links to it.	See response to Question 1.



EXHIBIT C

IFB-24-94 EVALUATION RESULTS



RFP-24-94 48 Inch Transmission Main Leak Detection Services

INITIAL EVALUATION RESULTS

EVALUATION CRITERIA:

1. Response and General Information: • How complete, thorough and responsive the Proposer is to the Request for Proposal and documents. • Organization name, business address, and telephone number including a point of contact for additional information. • Type of organization (individual, partnership or corporation) and year the organization was established.	20 points
2. Qualifications: Experience, Competence and Capacity: • Proposer's experience, competence, and capacity for performance of the services. • The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. • Proposer's should provide past experience, including but not limited to: ○ Services provided within the last three (3) years, including information about the frequency of the service. ○ References for whom the Proposer has provided the same or similar services. • Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used. • Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information. <i>Proposers ARE REQUIRED to provide a list of similar jobs performed and contact information for each job (references).</i>	20 points
3. Method of Doing Work: • The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals. • Description of proposed methods and equipment to be used to complete the leak detection study.	25 points
4. Estimated Schedule • The capacity and ability that the Proposer has to realistically meet the City's request for completion of the study. • The City assumes approval of an agreement January 14, 2025.	20 Points
5. Price • The Proposed Cost of Services, as described herein. • The Proposed Cost of Services must only be conveyed by COST PER MILE BASIS. Deviation from using this unit of measure (per mile) may be considered failure to be responsive and the Proposal may be rejected. <i>All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.</i>	15 Points



Submissions were evaluated by Selection Committee Members based on the Evaluation Criteria and points possible, with the highest number being the highest possible rating.

Rating Points
1. 1-20
2. 1-20
3. 1-25
4. 1-20
5. 1-15

Selection Committee Members:

1. Committee Member 1
2. Committee Member 2
3. Committee Member 3
4. Committee Member 4
5. Committee Member 5

Submitter's Name: PICA Corp

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	9	10	10	5	11	45
Committee Member 2	10	10	19	5	10	54
Committee Member 3	8	8	15	8	8	47
Committee Member 4	9	8	8	9	10	44
Committee Member 5	10	8	4	4	5	31
Total Points (sum of points: criteria 1-5)						221



Submitter's Name: Pure Technologies Inc.

Selection Committee Member	Evaluation Criteria					Total
	Scores					
	Criteria 1 (1-20)	Criteria 2 (1-20)	Criteria 3 (1-25)	Criteria 4 (1-20)	Criteria 5 (1-15)	
Committee Member 1	17	18	22	15	10	82
Committee Member 2	18	18	22	18	10	86
Committee Member 3	15	15	23	15	12	80
Committee Member 4	15	15	14	16	11	71
Committee Member 5	10	15	15	12	8	60
Total Points (sum of points: criteria 1-5)						379

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH PURE TECHNOLOGIES US, INC., IN AN AMOUNT OF ONE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED EIGHTY DOLLARS AND EIGHTY-FIVE CENTS (\$159,680.85); AMENDING THE 2025 BUDGET TO APPROPRIATE THE SAME INTO ACCOUNT #503020-43410, PROFESSIONAL SERVICES/OTHER; AND FOR OTHER PURPOSES.

WHEREAS, request to enter into a professional services agreement with Pure Technologies US, Inc., for leak detection services on the City's (48in) forty-eight inch Prestressed Concrete Cylinder Pipe (PPCP) water transmission main;

WHEREAS, the City of Bentonville selected this firm following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with state law; and

WHEREAS, a budget adjustment is needed for this agreement.

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 Pure Technologies US, Inc., in an amount not to exceed one hundred fifty-nine thousand six hundred eighty dollars and eighty-five cents (\$159,680.85), for professional services associated with leak detection on the City's (48in) forty-eight inch Prestressed Concrete Cylinder Pipe (PPCP) water transmission main;

Section 2: The 2025 Budget is adjusted to appropriate one hundred fifty-nine thousand six hundred eighty dollars and eighty-five cents (\$159,680.85) from Utility fund, into Account #503020-43410, Professional Services/Other, to fund said agreement;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



Consent Agenda Item [FP24-0007](#)

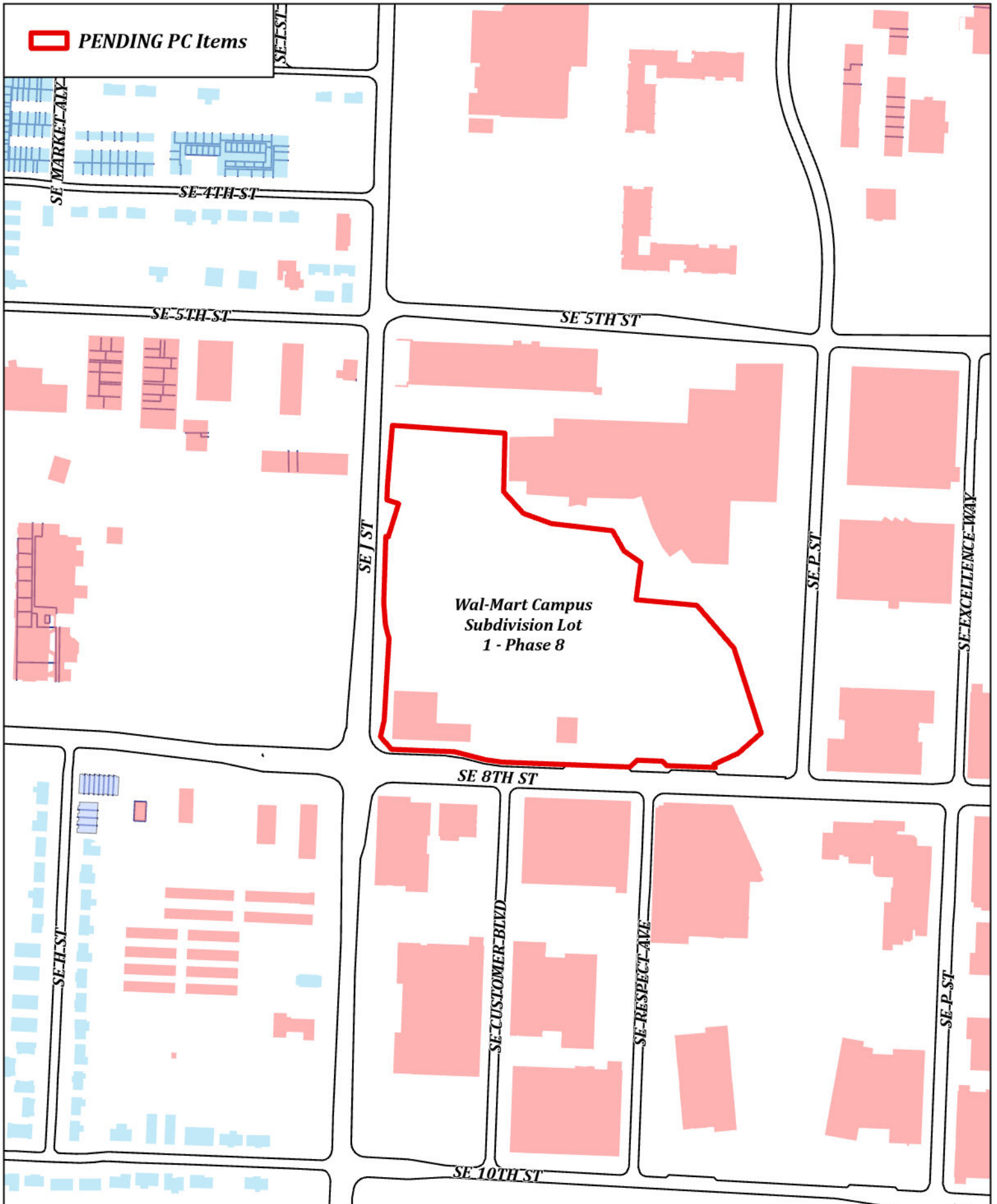
For the Planning Commission meeting on January 14, 2025

Details

Final Plat: Lot 1, Walmart Campus Subdivision, Phase 8 Walmart Campus, Zone 02S, Hotel Ventures Bentonville LLC, Southeast 8th Street, Planned Unit Development (PUD), FP24-0007

A final plat of a portion of the Walmart Campus, creating one new lot. This plat dedicates several utility and drainage easements, as well as right-of-way, and incorporates vacations already approved by City Council. This plat requests no variances or waivers.

 **PENDING PC Items**



FP24-0007
Wal-Mart campus Subdivision Lot 1 Ph 8
Final Plat



Final Plat of Lot 1, Walmart Campus Subdivision, Phase 8 Walmart Campus, Zone 02S

Bentonville, Benton County, 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: _____

Name & Address: Walmart Stores Inc.

Print Name: _____

Source of Title: D.R. 2003, Page 22275

Subscribed and sworn before me, this _____ day of _____, 20_____.

Notary Public _____ My Commission Expires _____

Date of Execution: _____ Signed: _____

Name & Address: Wal-Mart Realty Company

Print Name: _____

Source of Title: D.R. 524, Page 831

Subscribed and sworn before me, this _____ day of _____, 20_____.

Notary Public _____ My Commission Expires _____

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: Benchmark Realty Advisors Inc.

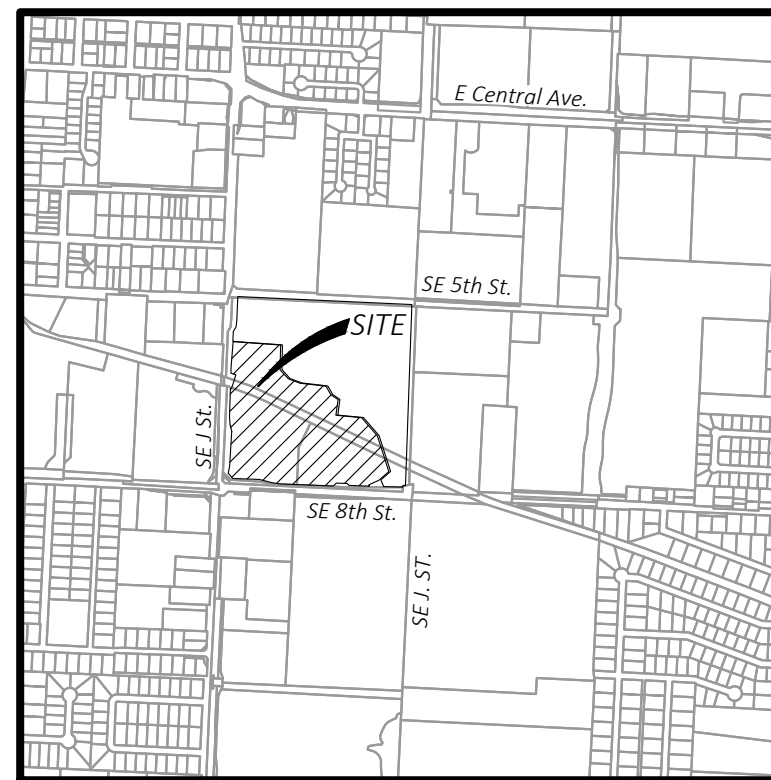
Print Name: _____

Source of Title: D.R. 2016, Page 66641

Subscribed and sworn before me, this _____ day of _____, 20_____.

Notary Public _____ My Commission Expires _____

Date of Execution: _____ Signed: _____



VICINITY MAP

NOT TO SCALE

Latitude: 36°21'54"N
Longitude: 94°11'42"W

Owner:
Parcel #01-15905-000
Wal-mart Realty Co.
PO BOX 8050 MS 0555
BENTONVILLE AR 72712-8050
Contact: Joe Allbright, (479) 273-4000

Owner:
Parcel #01-10795-000
Hotel Ventures Bentonville LLC
2608 SE J Street
Bentonville, AR 72712
Contact: Joe Allbright, (479) 273-4000

Surveyors:
CEI Engineering Associates, Inc.
2600 NE 11th Street, Suite 300
Bentonville, AR 72712
Phone: (479) 273-9472
Fax: (479) 271-0536
Surveyor: Dustin Riley, Arkansas PLS#1618

Owner:
Parcel #01-10796-000
Benchmark Realty Advisors Inc.
124 W CAPITOL AVE STE 1900
LITTLE ROCK AR 72201-3717
Contact: Joe Allbright, (479) 273-4000

Owner:
Parcel #01-16704-000
Wal-Mart Stores Inc.
PO BOX 8050 MS 0555
BENTONVILLE AR 72712-8050
Contact: Joe Allbright, (479) 273-4000

CERTIFICATE OF APPROVAL:

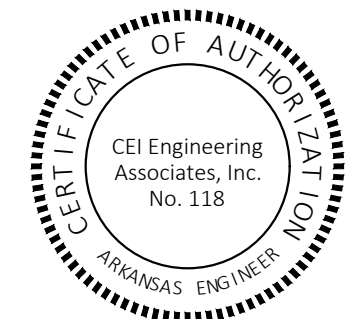
Pursuant to the Bentonville Land Development Code and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of said rules and regulations.

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville



SHEET INDEX:

1. Cover Sheet
2. Final Plat
3. Final Plat - Easements
4. Tables
5. Notes & Descriptions



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

REVISION		
NO.	DESCRIPTION	DATE
△	1st Sub. Comments	07/19/2024
△	2nd Sub. Comments	08/02/2024
△	Easement Revision	12/04/2024

ATLAS PAGE: 404

City of Bentonville Project # FP24-0007

State Survey Code: 500-20N-30W-0-32-130-04-1618



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

Final Plat of Lot 1
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

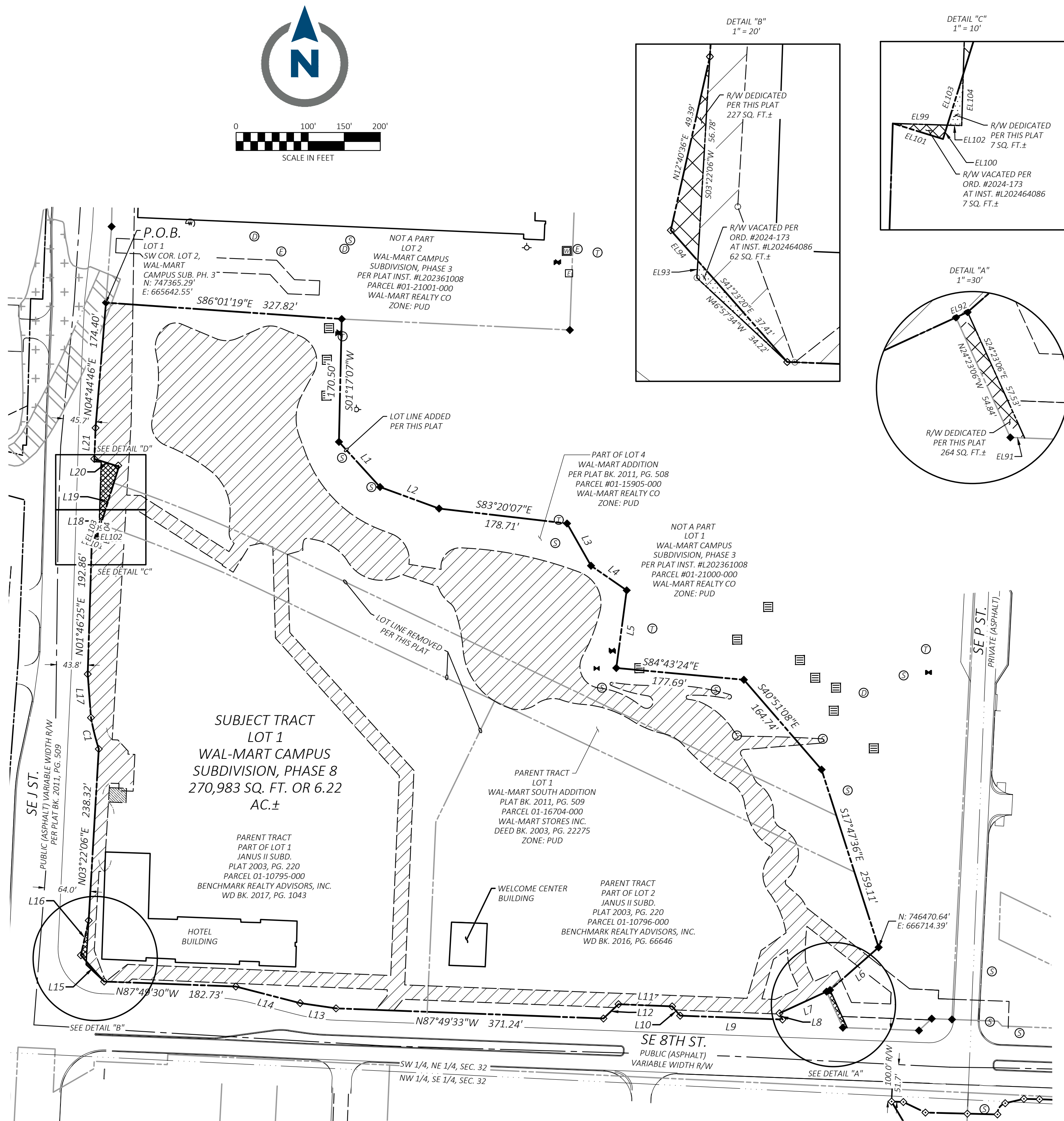
PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	CSS
CEI PROJECT NUMBER	31470
DATE	12/3/2024
REVISION	REV-3

Cover Sheet

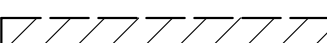
SHEET TITLE

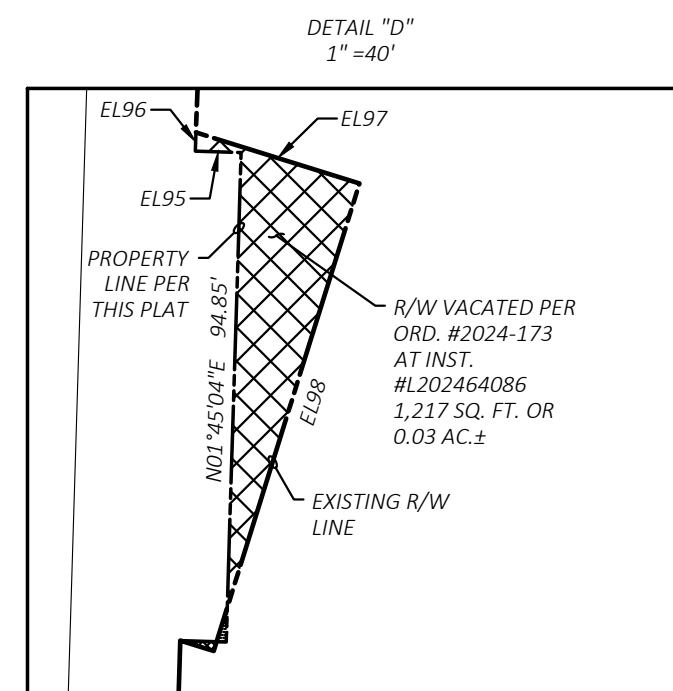
SHEET NUMBER

1 OF 5



Legend

	Boundary Line
	Adjoining Boundary Line
	Easement Line
	Centerline
	Found 5/8" Rebar "LS#1618"
	Set 5/8" Rebar "LS#1618"
	Bearing & Distance Change
	Drainage Manhole (DMH)
	Grate Inlet (GI)
	Grate Inlet (Circular) (GIC)
	Telephone Manhole (TMH)
	Sewer Manhole (SMH)
	Sewer Clean Out
	Water Valve
	Fire Hydrant
	Water Vault
	Electric Riser
	Electric Vault
	Electric Manhole (EMH)
	Right-of-Way
	R/W to be dedicated per this plat
	R/W to be vacated per this plat
	FEMA Zone "AE"
	FEMA Floodway
	Utility Easement (UE) per Deed Inst. #L202110326



ATLAS PAGE: 404
City of Bentonville Project # FP24-0007

State Survey Code: 500-20N-30W-0-32-130-04-1618



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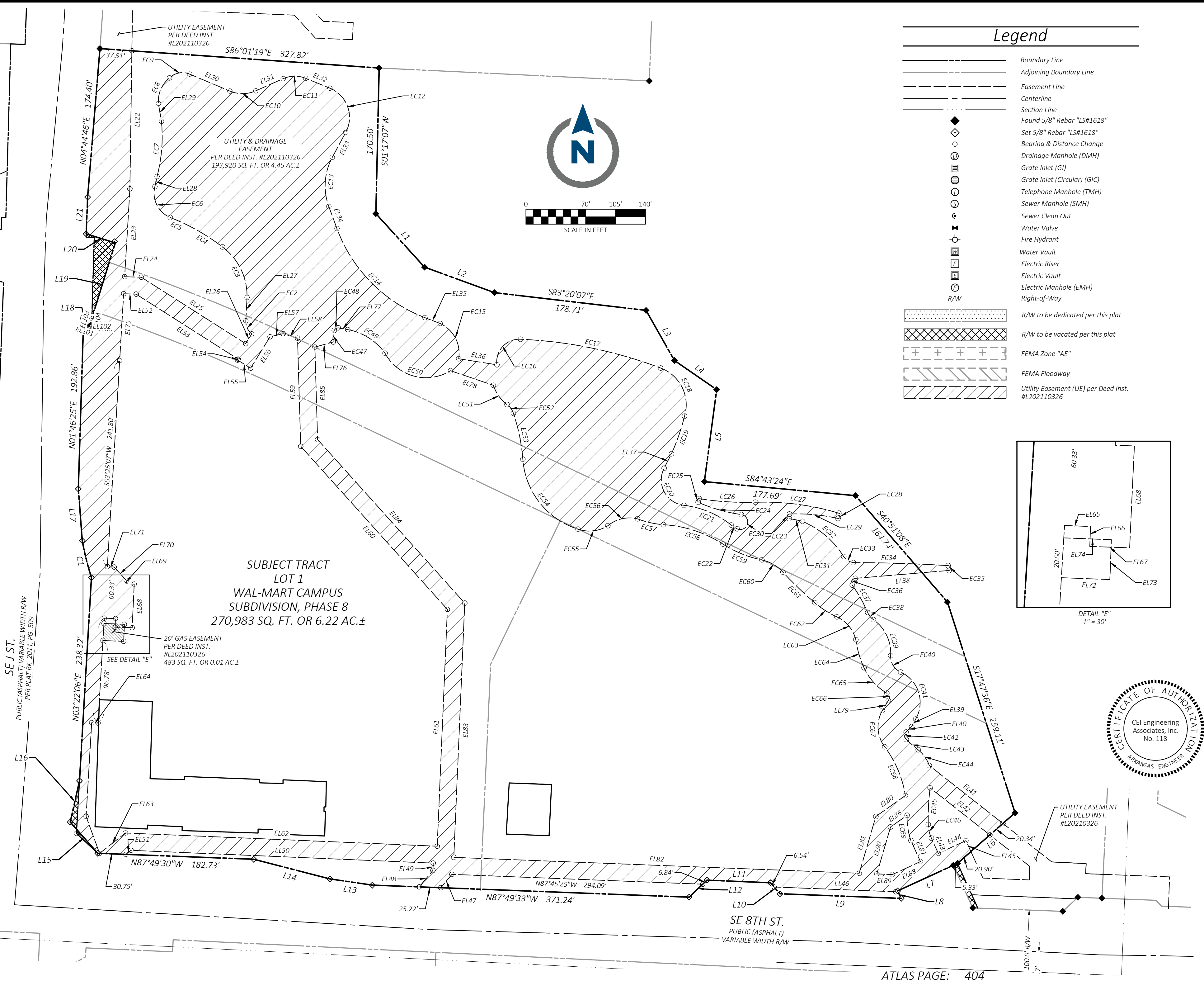
PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	CSS
CEI PROJECT NUMBER	31470
DATE	12/3/2024
REVISION	REV-3

Final Plat

SHEET TITLE

SHEET NUMBER

DRAWING LOCATION - S:\31000\31470\DRAWINGS\SURVEY\31470FP HOTEL & WELCOME.DWG - SAVED BY - WPIERSON



CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
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Final Plat of Lot 1
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	12/3/2024
REVISION	REV-3

Final Plat - Easements

SHEET TITLE
SHEET NUMBER

3 OF 5

DRAWING LOCATION - S:\31000\31470\DRAWINGS\SURVEY\31470FP HOTEL & WELCOME.DWG -- SAVED BY - WPIERSON

Easement Line Table		
LINE	BEARING	DISTANCE
EL22	S00°49'30"W	161.63'
EL23	S03°25'00"W	103.04'
EL24	S88°14'40"E	19.50'
EL25	S57°32'05"E	144.91'
EL26	N31°44'56"E	13.49'
EL27	N02°55'28"E	27.30'
EL28	N11°59'44"E	12.09'
EL29	N09°46'20"W	21.13'
EL30	S67°06'54"E	51.18'
EL31	N66°02'23"E	35.11'
EL32	S67°53'07"E	30.60'
EL33	S28°21'17"W	33.13'
EL34	S20°13'15"E	27.44'
EL35	S69°04'15"E	19.13'
EL36	S81°00'08"E	45.30'
EL37	S27°09'10"W	18.94'
EL38	S85°12'24"W	110.14'
EL39	S28°11'03"W	10.06'
EL40	S45°31'17"W	9.01'
EL41	S51°49'01"E	109.75'
EL42	N51°49'01"W	89.04'

Easement Line Table		
LINE	BEARING	DISTANCE
EL43	S24°23'19"E	19.64'
EL44	N65°17'53"E	35.68'
EL45	S24°23'06"E	14.03'
EL46	N87°45'25"W	142.55'
EL47	S39°42'44"W	20.30'
EL48	N39°42'44"E	24.99'
EL49	N02°13'27"E	8.62'
EL50	N87°34'42"W	354.26'
EL51	S51°56'18"W	7.68'
EL52	N88°14'40"W	14.59'
EL53	N57°31'07"W	141.67'
EL54	N30°44'10"E	1.23'
EL55	N58°15'04"W	17.98'
EL56	S31°44'56"W	43.14'
EL57	S76°49'26"W	15.77'
EL58	N72°50'34"W	17.64'
EL59	N01°40'58"W	126.65'
EL60	N41°59'09"W	256.84'
EL61	N02°27'57"E	277.48'
EL62	S87°34'42"E	365.50'
EL63	N51°44'01"E	38.53'

Easement Line Table		
LINE	BEARING	DISTANCE
EL64	N86°52'46"W	7.44'
EL65	N87°42'09"W	13.05'
EL66	N02°01'08"E	10.00'
EL67	N87°58'52"W	20.00'
EL68	S02°40'38"W	51.15'
EL69	S03°24'37"W	4.15'
EL70	S42°23'14"E	20.96'
EL71	S87°22'19"E	7.98'
EL72	N87°49'33"W	24.35'
EL73	S02°10'22"W	20.00'
EL74	S87°49'38"E	23.91'
EL75	S03°25'00"W	78.30'
EL76	N74°25'42"E	22.30'
EL77	S79°40'33"E	11.38'
EL78	S71°15'17"E	52.86'
EL79	S31°07'42"W	13.60'
EL80	S54°43'52"W	42.42'
EL81	S16°19'40"W	69.21'
EL82	N87°45'25"W	475.21'
EL83	N02°27'57"E	297.87'
EL84	N41°59'09"W	257.68'

Easement Line Table		
LINE	BEARING	DISTANCE
EL85	N01°40'58"W	108.28'
EL86	S54°43'52"W	23.73'
EL87	N24°23'19"W	27.18'
EL88	N65°17'53"E	36.23'
EL89	S87°45'25"E	18.20'
EL90	S16°19'40"W	57.22'
EL91	N87°49'45"W	5.96'
EL92	N65°17'53"E	5.33'
EL93	N03°22'06"E	4.72'
EL94	N41°27'02"W	11.33'
EL95	N88°15'54"W	9.56'
EL96	N01°50'13"E	3.89'
EL97	S72°41'13"E	35.69'
EL98	S17°18'47"W	92.56'

Property Line Table		
Line #	Direction	Length
L1	S42°16'59"E	84.67'
L2	S69°58'16"E	87.24'
L3	S29°31'58"E	67.38'
L4	S55°25'48"E	60.14'
L5	S07°37'10"W	108.74'
L6	S48°42'55"W	89.70'
L7	S65°17'53"W	77.19'
L8	S25°34'07"E	9.67'
L9	N87°49'33"W	142.07'
L10	N40°48'02"W	16.99'
L11	N87°40'00"W	74.45'

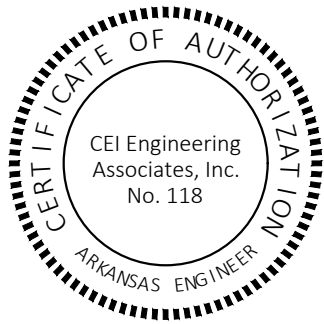
Property Line Table		
Line #	Direction	Length
L12	S46°28'19"W	28.83'
L13	N81°40'58"W	50.29'
L14	N75°32'23"W	92.19'
L15	N41°27'02"W	48.78'
L16	N12°40'36"E	49.39'
L17	N04°15'29"W	60.69'
L18	S72°41'19"E	7.29'
L19	N17°18'47"E	102.00'
L20	N72°41'13"W	35.69'
L21	N02°11'23"E	43.10'

Property Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C1	357.85'	44.78'	7°10'11"	N13°59'43"W	44.75'

Easement Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
EC2	18.35'	17.46'	54°31'34"	N24°20'19"W	16.81'
EC3	71.13'	68.44'	55°07'45"	N25°58'05"W	65.83'
EC4	240.65'	49.49'	11°46'55"	N58°08'30"W	49.40'
EC5	249.54'	20.87'	4°47'31"	N66°23'21"W	20.86'
EC6	30.95'	44.06'	81°33'49"	N26°28'35"W	40.44'
EC7	182.76'	65.21'	20°26'41"	N4°34'47"E	64.87'
EC8	35.31'	33.92'	55°02'57"	N23°29'35"E	32.63'
EC9	21.62'	25.43'	67°24'53"	N79°10'39"E	23.99'
EC10	38.17'	31.21'	46°50'43"	N89°27'44"E	30.35'
EC11	33.64'	27.06'	46°04'31"	N89°04'38"E	26.33'
EC12	36.97'	62.11'	96°14'23"	S19°45'55"E	55.06'
EC13	70.20'	59.51'	48°34'32"	S4°04'01"W	57.75'
EC14	177.36'	151.21'	48°51'00"	S44°38'45"E	146.68'
EC15	38.47'	50.10'	74°36'45"	S27°41'42"E	46.63'
EC16	26.57'	46.50'	100°15'23"	N42°47'35"E	40.79'
EC17	529.05'	168.26'	18°13'19"	S78°22'54"E	167.55'
EC18	45.80'	69.28'	86°39'59"	S26°28'18"E	62.86'
EC19	260.24'	46.74'	10°17'28"	S19°09'51"W	46.68'
EC20	30.00'	57.87'	110°30'59"	S28°06'20"E	49.30'
EC21	109.03'	60.79'	31°56'35"	S67°23'31"E	60.00'
EC22	41.00'	8.18'	11°26'04"	S57°08'16"E	8.17'
EC23	8.78'	30.20'	197°06'26"	N16°29'35"E	17.36'
EC24	194.37'	52.80'	15°33'47"	N74°05'34"W	52.63'

Easement Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
EC25	2.22'	6.41'	165°22'14"	N16°22'26"E	4.41'
EC26	348.66'	66.14'	10°52'10"	S86°22'32"E	66.04'
EC27	305.93'	99.01'	18°32'34"	S82°32'20"E	98.58'
EC28	3.14'	9.06'	165°17'54"	S9°50'20"W	6.23'
EC29	221.01'	57.25'	14°50'28"	N84°51'03"W	57.09'
EC30	2.75'	8.21'	170°57'34"	S2°14'56"W	5.48'
EC31	94.70'	15.87'	9°36'10"	S78°25'46"E	15.85'
EC32	103.88'	64.55'	35°36'11"	S49°31'11"E	63.52'
EC33	17.30'	13.55'	44°53'00"	S58°11'29"E	13.21'
EC34	1866.90'	111.02'	3°24'26"	S88°10'37"E	111.00'
EC35	3.01'	7.91'	150°45'49"	S11°32'13"E	5.82'
EC36	5.00'	10.56'	120°57'22"	S24°43'42"W	8.70'
EC37	166.87'	36.86'	12°39'22"	S29°25'18"E	36.79'
EC38	20.00'	10.81'	30°57'56"	S38°34'35"E	10.68'
EC39	48.03'	48.84'	58°15'59"	S25°42'22"E	46.76'
EC40	20.00'	23.95'	68°36'46"	S31°15'33"E	22.54'
EC41	39.00'	65.13'	95°41'05"	S17°43'24"E	57.82'
EC42	6.00'	9.72'	92°51'13"	S0°54'19"E	8.69'
EC43	289.14'	18.50'	3°40'00"	S49°09'56"E	18.50'
EC44	41.22'	22.77'	31°38'39"	S35°10'37"E	22.48'
EC45	291.26'	42.87'	8°26'02"	S2°54'48"W	42.83'
EC46	41.00'	16.52'	23°05'06"	S12°50'46"E	16.41'
EC47	31.28'	13.74'	25°09'26"	N5°06'10"E	13.63'

Easement Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
EC48	5.40'	5.73'	60°46'53"	N57°24'23"E	5.47'
EC49	68.89'	53.00'	44°04'29"	S57°38'19"E	51.70'
EC50	54.63'	88.96'	93°18'31"	S75°03'56"E	79.45'
EC51	46.59'	28.01'	34°26'35"	S35°20'48"E	27.59'
EC52	19.66'	13.13'	38°16'32"	S36°06'15"E	12.89'
EC53	215.59'	54.90'	14°35'30"	S11°36'50"E	54.76'
EC54	92.75'	110.87'	68°29'16"	S38°17'07"E	104.38'
EC55	40.62'	36.36'	51°17'07"	N83°24'52"E	35.15'
EC56	39.70'	37.09'	53°32'02"	N77°01'29"E	35.76'
EC57	106.66'	31.12'	16°42'51"	S77°19'08"E	31.01'
EC58	144.22'	74.22'	29°29'05"	S71°57'06"E	73.40'
EC59	132.47'	49.37'	21°21'16"	S67°53'11"E	49.09'
EC60	46.80'	29.04'	35°32'58"	S59°45'24"E	28.57'
EC61	467.91'	51.69'	6°19'45"	S46°10'44"E	51.66'
EC62	108.80'	30.91'	16°16'32"	S57°28'52"E	30.80'
EC63	39.95'	35.91'	51°30'33"	S39°42'03"E	34.72'
EC64	117.18'	34.31'	16°46'39"	S16°13'41"E	34.19'
EC65	67.29'	40.61'	34°34'49"	S41°54'25"E	40.00'
EC66	6.00'	9.99'	95°26'20"	S11°28'39"E	8.88'
EC67	38.81'	44.95'	66°21'50"	S3°41'10"E	42.48'
EC68	129.91'	62.72'	27°39'46"	S23°02'11"E	62.11'
EC69	83.83'	29.93'	20°27'12"	N8°32'26"W	29.77'



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

Final Plat of Lot 1
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	12/3/2024
REVISION	REV-3

Tables

SHEET TITLE

SHEET NUMBER

4 OF 5

ATLAS PAGE: 404

City of Bentonville Project # FP24-0007

State Survey Code: 500-20N-30W-0-32-130-04-1618

DRAWING LOCATION -- S:\31000\31470\DRAWINGS\SURVEY\31470FP HOTEL & WELCOME.DWG -- SAVED BY - WPIERSON

GENERAL NOTES:

1.

This plat represents a Final Plat of a portion of Lot 1 of Wal-Mart South Addition per Plat Book 2011, Page 509, a portion of Lot 2 of Janus II Subdivision per Plat 2003, Page 220 and Lot 4 of Wal-Mart East Addition per Replat Book 2011, Page 508 in the public records of Benton County, Arkansas.
2.

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.
3.

Declaration is made to the original purchaser of the survey and those listed in the certification for the use of this transaction only and is not transferable to any additional or subsequent owners.
4.

Basis of Bearings: All bearings shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone, as established by Static observations processed through OPUS.
5.

This survey is valid only if the drawing includes the seal and signature of the surveyor.
6.

This survey meets the current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
7.

The locations of underground utilities as shown hereon are based on above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.
8.

The contractor is advised to contract the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contract all non-members as well as the One-Call System.
9.

The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
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 5, 2012
11.

No attempt was made to show the zoned 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.
12.

No current zoning report or letter regarding zoning classification was provided to the Surveyor. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonville-planning.com or call the Planning Department @ 479-271-3122.
13.

Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
14.

There may not be fences or any other structures built in any drainage easements.
15.

Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.
16.

Owner is to contact New Service coordinator (479-271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.
17.

All structures must maintain minimum of 20' clearance from all electric lines.
18.

BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
19.

It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.
20.

Relocation of any existing electrical facilities shall be at the owner's expense.
21.

Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.
22.

Subject areas are subject to public utility, drainage, and emergency access easements as shown at Deed Instrument #L202110326.
23.

No residential lot shall be permitted direct access to a collector, minor, or major arterial street. All residential subdivision development contiguous to a collector, minor, or major arterial street shall orient frontage to a local street, and back of the project, without access to the said major streets.
24.

There are no waivers, variances and/or conditional uses at the time of preparing this plat.
25.

The buildings contained in the area of this final plat fall within Zone C of the Municipal Airport Overlay District pursuant to Bentonville Municipal Code Section 401.12

CITY AND UTILITY CONTACT INFORMATION:

Black Hill Energy: Josh Knight, 1301 Federal Way, PO Box 2129, Lowell, AR 72745, (479) 721-4543, Joshua.knight@blackhillscorp.com

AT&T: Brent Baldwin, 1133 E. Harold St., Fayetteville, AR 72701, (479) 200-9022 or (479) 571-6609, bb6585@att.com

Cox Communications: Timothy Goss, 4901 S. 48th Street, Springdale, AR 72762, (479) 651-5583 timothy.goss@cox.com

Fire Dept.: City of Bentonville, Justin Scantlin, Fire Chief, 800 SW A Street, Bentonville, AR 72712, (479) 271-5927 or (479) 685-1096

Street Dept.: City of Bentonville, Tony Davis, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3130

Water Dept.: City of Bentonville, Beau Thompson, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3140

Electric Dept.: City of Bentonville, Charlie Barnes, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3159

Wastewater Dept.: City of Bentonville, Chris Earl, 1901 NE A Street, Bentonville, AR 72712, (479) 271-3161

Planning Dept.: City of Bentonville, Tyler Overstreet, 305 SW A Street, Bentonville, AR, (479) 271-3122

Building and Fire Safety: City of Bentonville, Brad Arnold, 305 SW A Street, Bentonville, AR, (479) 271-3108

City Engineer: City of Bentonville, Ellen Norvell, 3200 SW Municipal Drive, Bentonville, AR, (479) 271-5993

Stormwater: City of Bentonville, Alison West, 3200 SW Municipal Drive, Bentonville, AR, (479) 271-6719, jwest@bentonvillear.com

PARENT TRACT DESCRIPTIONS:

LOT 4, Wal-Mart East Addition (per Plat Book 2011, Page 508):

Part of Lot 3 of Wal-Mart East Addition, City of Bentonville, Benton County, Arkansas, as shown in Plat Book 2007, Page 954 of the Benton County Records, and being more particularly described as:

Commencing at the SW corner of said Lot 3, said point being on the east right-of-way line of SE "J" Street (Arkansas Highway 112), Thence along a curve to the right, said curve having a radius of 2272.03 feet, a central angle of 00°23'32", an arc length of 15.55 feet, and a chord bearing and distance of S72°08'04"E 15.55 to the POINT OF BEGINNING, Thence N02°35'18" 307.88 feet, Thence N31°03'03"E 35.79 Feet, Thence N06°48'34"E 46.40 Feet, Thence N02°22'20"E 154.28 Feet, Thence N02°26'13"E 9.71 Feet to the south right-of-way line of SE 5th Street, Thence along said South right-of-way line S87°21'21"E 550.43 Feet, Thence continuing along said south right-of-way line S87°21'37"E 649.19 Feet to the west right-of-way line of SE "P" Street, Thence along said west right-of-way line S01°56'51"W 1046.31 Feet, Thence N64°35'41"W 1041.80 Feet, Thence along a curve to the left, said curve having a radius of 2272.03 Feet, A central angle of 07°14'02", an arc length of 286.86 feet, and a chord bearing and distance of N68°19'17"W 286.67 to the POINT OF BEGINNING, containing 961,254.57 square feet or 22.067 acres, more or less.

LOT 1, Wal-Mart South Addition (per Plat Book 2011, Page 509):

Part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 32, Township 20 North, Range 30 West, City of Bentonville, Benton County, Arkansas, and being more particularly described as:

Commencing at the SE corner of the SW 1/4 of the NE 1/4 of said Section 32, Thence along the east line of said SW 1/4 of the NE 1/4 N01°57'01"E 208.17 Feet, Thence N88°03'09"W 25.00 Feet to the POINT OF BEGINNING, said point being on the west right-of-way line of SE "P" Street, Thence N64°35'41"W 1067.84 Feet, Thence along a curve to the left, said curve having a radius of 2212.03 Feet, a central angle of 06°32'14", an arc length of 252.24 Feet, Thence N02°05'33"W 63.79 Feet, Thence along a curve to the right, said curve having a radius of 2272.03 Feet, a central angle of 07°06'44", an arc length of 282.03 Feet, and a chord bearing and distance of S68°15'37"E 281.85 Feet, Thence S64°35'41"E 1041.80 Feet to the west right-of-way line of SE "P" Street, Thence along said west right-of-way line S01°56'51"W 65.41 Feet to the POINT OF BEGINNING, containing 79,283.60 Square Feet of 1.820 Acres, more or less.

Tract of land being a portion of Lot 1 and Lot 2, Janus II Subdivision, Plat Bk. 2003, Pg. 220; All of Lot 1, Wal-Mart South Addition, Plat Bk. 2011, Pg. 509; All of Lot 4, Wal-Mart South Addition, Plat Bk. 2011, Pg. 508; All of the above described land being situated in City of Bentonville, Benton County, Arkansas and being more particularly described as follows:

COMMENCING at a found railroad spike at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section 32, Township 20 North, Range 30 West, according to Plat Book 23L, Page 178; THENCE along the East line of said Southwest Quarter of the Northeast Quarter, North 02°19'49" East 65.65 feet; THENCE leaving said Southwest Quarter of the Northeast Quarter, North 87°40'11" West 25.35 feet to a found mag nail on the North Right-of-Way of SE 8th Street per Deed Bk. 2015, Pg. 51712 and the POINT OF BEGINNING;

THENCE along said North Right-of-Way the following six (6) courses:

- 1.)

along a curve to the left, with a length of 79.37 feet, having a radius of 2042.00 feet, through a central angle of 02°13'37" and having a chord which bears North 89°25'16" West, 79.37 feet to a found mag nail;
- 2.)

South 89°27'56" West 254.98 feet to a found 60d nail;
- 3.)

along a curve to the right, with a length of 108.59 feet, having a radius of 1958.00 feet, through a central angle of 03°10'39" and having a chord which bears North 88°56'45" West, 108.58 feet to a found 60d nail;
- 4.)

North 87°19'58" West 442.52 feet to a found 60d nail;
- 5.)

North 81°06'59" West 100.58 feet to a found 60d nail;
- 6.)

North 87°19'42" West 197.55 feet to a found 60d nail;

THENCE departing said North Right-of-way, North 47°41'26" West 74.98 feet to a found 60d nail to the East Right-of-Way of SE J Street;

THENCE along the East Right-of-Way the following eleven (11) courses:

- 1.)

North 02°33'21" East 49.18 feet to a set 5/8" rebar with cap "LS#1759";
- 2.)

North 86°53'13" West 2.38 feet to a found chiseled "X";
- 3.)

North 02°32'32" East 557.54 feet to a found chiseled "X" according to Plat Book 2011, Page 509;
- 4.)

along a curve to the right, with a length of 20.55 feet, having a radius of 2149.76 feet, through a central angle of 00°32'51" and having a chord which bears South 71°32'27" East, a distance of 20.55 feet to a set 5/8" rebar with cap "LS#1759";
- 5.)

North 02°03'15" West 64.05 feet to a set 5/8" rebar with cap "LS#1759";
- 6.)

along a curve to the left, with a length of 5.11 feet, having a radius of 2209.76 feet, through a central angle of 00°07'57" and having a chord which bears North 71°55'22" West, a distance of 5.11 feet to a set 5/8" rebar with cap "LS#1759" as shown on Plat Book 2011, Page 208;
- 7.)

North 02°37'37" East 307.82 feet to a set 5/8" rebar with cap "LS#1759";
- 8.)

North 31°05'22" East 35.78 feet to a set 5/8" rebar with cap "LS#1759";
- 9.)

North 06°50'53" East 46.39 feet to a set 5/8" rebar with cap "LS#1759";
- 10.)

North 02°24'39" East 154.25 feet to a set 5/8" rebar with cap "LS#1759";
- 11.)

North 02°28'32" East 9.71 feet to a set 5/8" rebar with cap "LS#1759" on the South Right-of-Way of SE 5th Street according to Plat Bk. 2011, Pg. 508;

THENCE along said South Right-of-Way the following two (2) courses:

- 1.)

South 87°19'03" East 550.43 feet to a set 5/8" rebar with cap "LS#1759";
- 2.)

South 87°19'19" East 649.19 feet to a found mag nail on the West Right-of-Way of SE P Street according to Plat Bk. 2009, Pg. 94;

THENCE along said West Right-of-Way South 01°58'13" West 1254.23 feet to the POINT OF BEGINNING and containing 1,555,447 square feet or 35.71 acres, more or less, subject to any easements, covenants or restrictions of record or fact.

LOT 1 DESCRIPTION:

Lot 1 Description

A part of Lot 4, Wal-Mart East Addition as shown in Plat Book 2011, Page 508, Lot 1, Wal-Mart South Addition as shown in Plat Book 2011 Page 509, and a portion of Lot 2, Janus Subdivision Phase 2 as shown in Plat Book 2003, Page 220 all in the public records of Benton County, Arkansas and being more particularly described by metes and bounds as follows:

BEGINNING 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 South Line of said Lot 2South 86°01'19" East, 327.82 feet to a 5/8-inch rebar with cap LS1618 found on the South Line of Lot 1, of said Wal-Mart Campus Subdivision;

THENCE along said South Line the following eleven (11) courses:

1.

South 01°17'07" West, 170.50 feet to a 5/8-inch rebar with cap LS1618;
2.

South 42°16'59" East, 84.67 feet to a 5/8-inch rebar with cap LS1618;
3.

South 69°58'16" East, 87.24 feet to a 5/8-inch rebar with cap LS1618;
4.

South 83°20'07" East, 178.71 feet to a 5/8-inch rebar with cap LS1618;
5.

South 29°31'58" East, 67.38 feet to a 5/8-inch rebar with cap LS1618;
6.

South 55°25'48" East, 60.14 feet to a 5/8-inch rebar with cap LS1618;
7.

South 07°37'10" West, 108.74 feet to a 5/8-inch rebar with cap LS1618;
8.

South 84°43'24" East, 177.69 feet to a 5/8-inch rebar with cap LS1618;
9.

South 40°51'08" East, 164.74 feet to a 5/8-inch rebar with cap LS1618;
10.

South 17°47'36" East, 259.11 feet to a 5/8-inch rebar with cap LS1618;
11.

South 48°42'55" West, 89.70 feet to a 5/8-inch rebar with cap LS1618;

THENCE departing said South Line, South 65°17'53" West, passing through a 5/8-inch rebar with cap LS1618 at a distance of 5.33 feet and continuing for a total distance of 77.19 feet to a 5/8-inch rebar with cap LS1618 set on the North Right-of-way of SE 8th Street;

THENCE along said North Right-of-way the following ten (10) courses:

1.

South 25°34'07" East, 9.67 feet to a 5/8-inch rebar with cap LS1618;
2.

North 87°49'33" West, 142.07 feet to a 5/8-inch rebar with cap LS1618;
3.

North 40°48'02" West, 16.99 feet to a 5/8-inch rebar with cap LS1618;
4.

North 87°40'00" West, 74.45 feet to a 5/8-inch rebar with cap LS1618;
5.

South 46°28'19" West, 28.83 feet to a 5/8-inch rebar with cap LS1618;
6.

North 87°49'33" West, 371.24 feet to a 5/8-inch rebar with cap LS1618;
7.

North 81°40'58" West, 50.29 feet to a 5/8-inch rebar with cap LS1618;
8.

North 75°32'23" West, 92.19 feet to a 5/8-inch rebar with cap LS1618;
9.

North 87°49'30" West, 182.73 feet to a 5/8-inch rebar with cap LS1618;
10.

North 41°27'02" West, 48.78 feet to a 5/8-inch rebar with cap LS1618 set on the East Right-of-way of SE J Street per Plat Book 2011, Page 509;

THENCE along said East Right-of-way the following

1.

North 12°40'36" East, 49.39 feet to a 5/8-inch rebar with cap LS1618;
2.

North 03°22'06" East, 238.32 feet to a 5/8-inch rebar with cap LS1618;
3.

Northerly along the arc of a curve to the right 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 North 13°59'43" West, 44.75 feet to a 5/8-inch rebar with cap LS1618;
4.

North 04°15'29" West, 60.69 feet to a 5/8-inch rebar with cap LS1618;
5.

North 01°46'25" East, 192.86 feet to a 5/8-inch rebar with cap LS1618;
6.

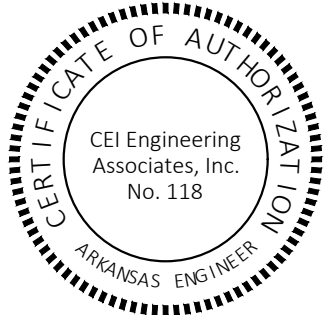
South 72°41'19" East, 7.29 feet to a 5/8-inch rebar with cap LS1618;
7.

North 17°18'47" East, 102.00 feet to a 5/8-inch rebar with cap LS1618;
8.

North 72°41'13" West, 35.69 feet to a 5/8-inch rebar with cap LS1618;
9.

North 02°11'23" East, 43.10 feet to a 5/8-inch rebar with cap LS1618;
10.

North 04°44'46" East, 174.40 feet to the POINT OF BEGINNINGcontaining 725,944 square feet or 16.67 acres, more or less.



ATLAS PAGE: 404

City of Bentonville Project # FP24-0007

State Survey Code: 500-20N-30W-0-32-130-04-1618



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

Final Plat of Lot 1
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	12/3/2024
REVISION	REV-3

Notes & Descriptions

SHEET TITLE
SHEET NUMBER

5 OF 5

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOT 1 OF WALMART CAMPUS
SUBDIVISION PHASE 8, TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR
OTHER PURPOSES.**

(PROJECT NUMBER: FP24-0007)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of LOT 1 OF WALMART CAMPUS SUBDIVISION, PHASE 8 to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 7, 2025;

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 LOT 1 OF WALMART CAMPUS SUBDIVISION, PHASE 8 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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Lot Split - Lots 6 and 7 of Simpson Family Subdivision

Heagerty Road

PC Date:

Staff Report Details

Project Number	LS24-0038
Applicant / Current Owner	Steven W Simpson Trustee
Site Area	+/- 19 Acres
Current Zoning	A-1, Agriculture
Requested Zoning	
Current Future Land Use Map Designation	Agriculture
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	

Property Description

Lot Split: Existing Lot 2 of Simpson Family Subdivision, Creating New Lots 6 and 7 of Simpson Family Subdivision, Heagerty Road, A-1, Agriculture, LS24-0038

A Lot Split of existing Lot 2 of Simpson Family Subdivision, Creating New Lots 6 and 7 of Simpson Family Subdivision. The plat is dedicating 1,575 square feet of right-of-way along Sears Road and 11,112 square feet of right-of-way along Heagerty Road in accordance to the Master Street Plan.

Project Details

Relationship to the Community Plan

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers**Conclusion****Additional Details**



Pending PC Item

SEARS RD

*OSAGE
RIDGE LN*

HEAGERTY RD

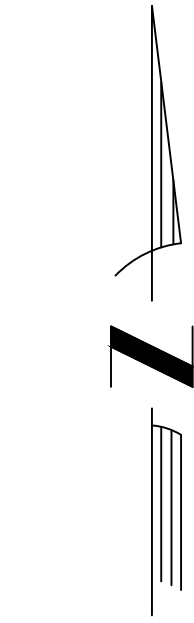
*Lot 2 Simpson
Family
Subdivision*



*LS24-0038
Lot 2 Simpson Family Sub
Heagerty Rd*



RAIL ROAD SPIKE
PLAT 2016-186
PLAT 2018-06468
NW CORNER
NW 1/4, NW 1/4
SECTION 26
T-19-N, R-31-W



PARCEL: 15-18617-000
OWNER: LIGHTHALL, CHRISTIAN &
BRANDER & KUYKENDALL, LEE
10400 OSAGE RIDGE LN
BENTONVILLE AR 72713

AREA TO BE DEDICATED
PER THIS PLAT. 25' FROM
CENTERLINE.
0.26 ACRES+/-
11,112 SQ. FEET+/-

PARCEL: 15-18618-000
OWNER: LARSON, BENJAMIN
W & DARLA K
10401 OSAGE RIDGE LN
BENTONVILLE AR 72713

COMPUTED POINT
PLAT 2016-186
NW CORNER
SW 1/4, NW 1/4
SECTION 26
T-19-N, R-31-W

PARENT LOT 2 DESCRIPTION:

LOT 2 OF THAT CERTAIN INFORMAL PLAT AS RECORDED IN THE LAND RECORDS OF BENTON COUNTY, ARKANSAS, AT INSTRUMENT NO. L201831197 ON JUNE 18, 2018 AS FOLLOWS:

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 02°38'17" WEST A DISTANCE OF 45.00 FEET TO A SET 5/8" REBAR BEING THE POINT OF BEGINNING; THENCE SOUTH 02°38'17" WEST A DISTANCE OF 1270.87 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 87°41'31" WEST A DISTANCE OF 1275.81 FEET TO A SET 5/8" REBAR; THENCE NORTH 02°33'05" EAST A DISTANCE OF 621.08 FEET TO A SET 5/8" REBAR; THENCE SOUTH 87°27'22" EAST A DISTANCE OF 1241.73 TO A SET 5/8" REBAR; THENCE NORTH 02°38'17" EAST A DISTANCE OF 654.97 TO A SET 5/8" REBAR; THENCE SOUTH 87°33'35" EAST A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 812,242 SQUARE FEET OR 18.65 ACRES MORE OR LESS AND BEING FURTHER SUBJECT TO ANY RIGHTS-OF-WAYS, EASEMENTS, LIENS, OR ENCUMBRANCES WHICH MAY OR MAY NOT BE OF RECORD.

NEW LOT 6 DESCRIPTION:

A PART OF LOT 2 OF THAT CERTAIN INFORMAL PLAT AS RECORDED IN THE LAND RECORDS OF BENTON COUNTY, ARKANSAS, AT INSTRUMENT NO. L201831197 ON JUNE 18, 2018 AS FOLLOWS:

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 02°38'17" WEST A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°38'17" WEST A DISTANCE OF 962.95 FEET TO A SET 5/8" REBAR; THENCE NORTH 87°03'26" WEST A DISTANCE OF 1303.43 FEET; THENCE NORTH 02°27'57" EAST A DISTANCE OF 298.84 FEET; THENCE SOUTH 87°27'22" EAST A DISTANCE OF 1269.31 FEET TO A FOUND REBAR; THENCE NORTH 02°38'17" EAST A DISTANCE OF 654.97 FEET; THENCE SOUTH 87°33'35" EAST A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 912,242 SQUARE FEET OR 18.65 ACRES MORE OR LESS. SUBJECT TO ANY RIGHTS-OF-WAYS, EASEMENTS, LIENS, OR ENCUMBRANCES WHICH MAY OR MAY NOT BE OF RECORD.

NEW LOT 7 DESCRIPTION:

A PART OF LOT 2 OF THAT CERTAIN INFORMAL PLAT AS RECORDED IN THE LAND RECORDS OF BENTON COUNTY, ARKANSAS, AT INSTRUMENT NO. L201831197 ON JUNE 18, 2018 AS FOLLOWS:

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST QUARTER OF SAID SECTION 26; THENCE SOUTH 02°38'17" WEST A DISTANCE OF 1007.95 FEET TO A SET 5/8" REBAR BEING THE POINT OF BEGINNING; THENCE SOUTH 02°38'17" WEST A DISTANCE OF 307.92 FEET TO A FOUND REBAR; THENCE NORTH 87°41'31" WEST A DISTANCE OF 1302.46 FEET; THENCE NORTH 02°33'05" EAST A DISTANCE OF 322.35 FEET; THENCE SOUTH 87°03'26" EAST A DISTANCE OF 1303.43 FEET TO THE POINT OF BEGINNING, CONTAINING 9.43 ACRES OR 410,593 SQUARE FEET MORE OR LESS. SUBJECT TO ANY RIGHTS-OF-WAYS, EASEMENTS, LIENS, OR ENCUMBRANCES WHICH MAY OR MAY NOT BE OF RECORD.

CITY NOTES:

- ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
- BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
- OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE.
- 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.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
- IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.

CERTIFICATE OF OWNERSHIP

I 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: _____

SIMPSON EXEMPT TRUST, STEVEN W C/U SIMPSON FAMILY
REVOCABLE LIVING TRUST
HEAGERTY RD

AREA TO BE DEDICATED
PER THIS PLAT. 45' FROM
CENTERLINE.
0.04 ACRES+/-
1,575 SQ. FEET+/-

SEARS RD. (GRAVEL)
90' R/W PER MASTER STREET PLAN

S87°33'35"E
35.00'

DEED L201922817

45.00' OFFSET

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE SUBDIVISION REGULATION 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: _____

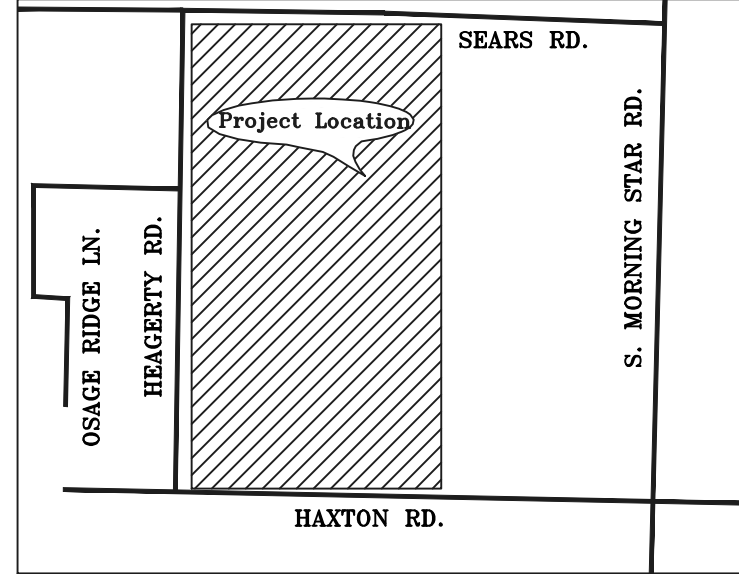
SIGNED: _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: _____
MAYOR, CITY OF BENTONVILLE

SIGNED: _____
CLERK, CITY OF BENTONVILLE

POB PARENT LOT 2
POC NEW LOT 6 & 7
COMPUTED POINT
PLAT 2018-06468
NE CORNER
NW 1/4, NW 1/4
SECTION 26
T-19-N, R-31-W

P.O.B NEW LOT 6
45.00' OFFSET
N: 723430.10
E: 647900.40



VICINITY MAP
NOT TO SCALE

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 boundary survey of the parcel recorded in Deed Records, Book L201854686 & L201922817 at the Office of the Circuit Clerk 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: Arkansas State Plane System North Zone (NAD83).
- This survey is valid only if the drawing includes the seal and signature of the surveyor.
- This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats."
- No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.
- Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
- For the latest zoning/building setback information please check with the City of Bentonville Planning Department at 479-271-3122 or www.bentonvilleplanning.com.
- No attempt was made to show building setback lines graphically on the survey.
- Subsurface and environmental conditions were not examined nor considered a part of this survey.
- No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.
- (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 05007C0245K. Revised date 6/5/2012.
- 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 AVIATION EASEMENT OVER THE ENTIRETY OF THIS (SUBDIVISION, LOT SPLIT, PROPERTY LINE ADJUSTMENT) PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.
- ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.

CERTIFICATE OF SURVEYING ACCURACY

I, MATTHEW JAMES, 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. 1845

STATE OF ARKANSAS

PARCEL: 01-18515-000
OWNER: MORTENSEN, PAMELA S TRUSTEE
791 SNOWHILL, TUL
COPPELL TX 75019
ZONE: A-1
LOT 9

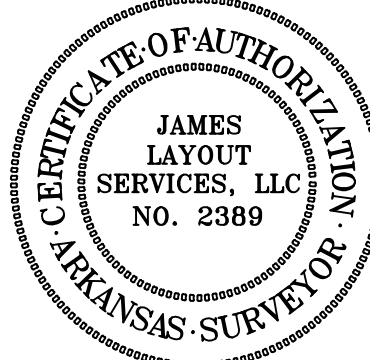
OWNER INFORMATION:
SIMPSON, STEVEN W TRUSTEE
722 E LOWELL AVE
CAVE SPRINGS AR 72718
cssimpson@centurytel.net

100' 0 100'

SCALE: 1" = 100'

ATLAS PAGE: 606

CITY PROJECT: #LS24-0038



Lot Split of Existing Lot 2
Creating New Lots 6 & 7 of Simpson Family Subdivision

James Layout Services, LLC
P.O. Box 611
Farmington, Arkansas 72730
Telephone: (479) 439-9929
survey@jlsnwa.com



Recording Information	
Job Number: 24-230 split final	
Field Work: A.S.	
Drawn By: N.R.	
Checked By: M.J.	
Certificate of Authorization Arkansas Land Surveyor No. 2389	
Date: 9/27/2024	
Scale: 1"=100'	
Basis of Bearings:(NAD83) Arkansas State Plane North Zone	

GAS LINE

TELEVISION CABLE

PROPERTY LINES

EX UTILITY EASEMENTS

UTILITY POLE (WITH GUY WIRE)

TREE LINE

WOOD FENCE

CHAIN LINK FENCE

WIRE FENCE

PAINTED STRIPE

EXISTING WATER LINE

OVERHEAD ELECTRIC LINE

UNDERGROUND ELECTRIC LINE

RECORD DISTANCE

RECORD BEARING

SANITARY SEWER MANHOLE

DECIDUOUS TREE

EVERGREEN TREE

CABLE RISER

TRAFFIC SIGNAL

SIGN

WATER METER

WATER VALVE

FIRE HYDRANT

GAS METER

DRAINAGE MANHOLE

MONUMENT FOUND (AS NOTED)

MONUMENT SET (AS NOTED)

AHTD P-O-W MONUMENT

BENCHMARK

GUARD POST

UTILITY POLE

TELEPHONE RISER

FIBER OPTIC TELEPHONE RISER

ELECTRICAL RISER

LEGEND

SHEET NO.
1 OF 1

Page 363 of 419

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 2 OF SIMPSON FAMILY
SUBDIVISION CREATING NEW LOTS 6 AND 7 OF SIMPSON FAMILY SUBDIVISION,
TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS24-0038)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 2 OF SIMPSON FAMILY SUBDIVISION creating new LOTS 6 AND 7 OF SIMPSON FAMILY SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 7, 2025;

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 2 OF SIMPSON FAMILY SUBDIVISION creating new LOTS 6 AND 7 OF SIMPSON FAMILY 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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Lot Split - Lots 10 and 11, Prime Parc Subdivision

Southwest Regional Airport Boulevard

PC Date: 1/7/2025

Staff Report Details

Project Number	LS24-0040
Applicant / Current Owner	
Site Area	+/- 12.5 Acres
Current Zoning	
Requested Zoning	
Current Future Land Use Map Designation	
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	

Property Description

Lot Split: Existing Lot 5 of Prime Parc Subdivision, Creating New Lots 10 and 11 of Prime Parc Subdivision, Southwest Regional Airport Boulevard, Planned Unit Development (PUD), LS24-0040

A Lot Split of existing Lot 5 of Prime Parc Subdivision, Creating New Lots 10 and 11 of Prime Parc Subdivision. The plat is dedicating various utility and access easements to support the new lots.

Project Details

Relationship to the Community Plan

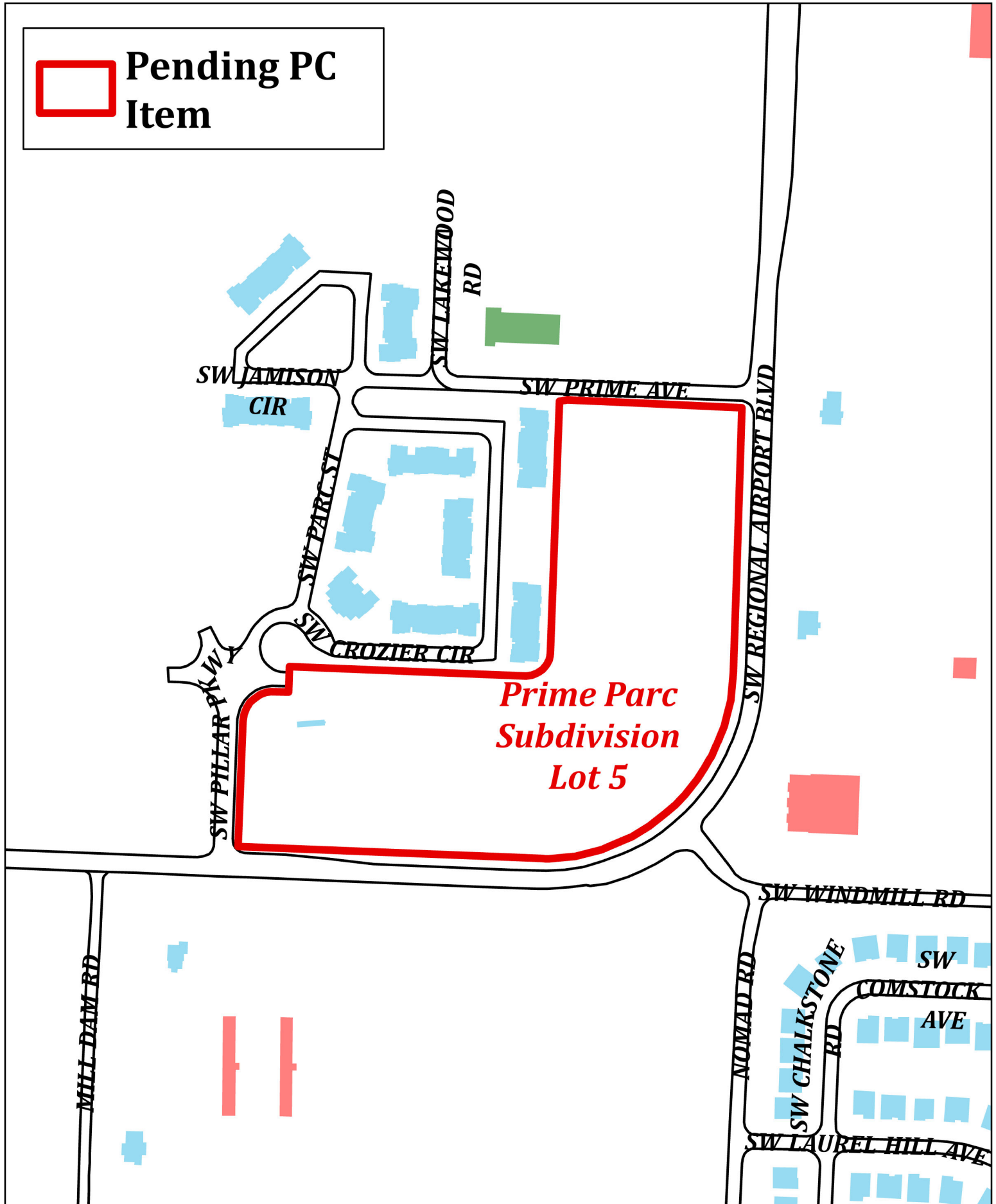
Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers**Conclusion****Additional Details**



**Pending PC
Item**



LS24-0040
Prime Parc Sub Lot 5
SW Regional Airport Blvd



r:\-swope\23-114 parc flex space\external references\23-114sulotsplit.dwg - Plotted on 12/5/2024 8:47:52 AM @ a scale of 1:1 to dwg to pdf.pc3 by Shannon Foskitt

ORIGINAL LOT 5
SURVEY DESCRIPTION

LOT 5 OF PRIME PARC-BENTONVILLE, A SUBDIVISION IN BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7 OF PRIME PARC-BENTONVILLE, A SUBDIVISION IN BENTON COUNTY, ARKANSAS ;
THENCE S 02°00'17" W A DISTANCE OF 346.68' TO A POINT;
THENCE S 87°50'30" E A DISTANCE OF 221.57' TO THE POINT OF BEGINNING BEING THE NW CORNER OF LOT 5;
THENCE S 87°49'59" E A DISTANCE OF 373.60' TO A FOUND 5/8" IRON REBAR;
THENCE S 02°01'58" W A DISTANCE OF 543.07' TO A FOUND 1/2" IRON REBAR;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 616.82', WITH A RADIUS OF 386.50', WITH A CHORD BEARING OF S 46°46'03" W, WITH A CHORD LENGTH OF 553.41', TO A FOUND 1/2" IRON REBAR;
THENCE N 87°42'09" W A DISTANCE OF 604.96' TO A FOUND 1/2" IRON REBAR;
THENCE N 02°05'59" E A DISTANCE OF 258.49' TO A FOUND 5/8" IRON REBAR;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 98.54', WITH A RADIUS OF 61.89', WITH A CHORD BEARING OF N 47°25'13" E, WITH A CHORD LENGTH OF 88.46', TO A FOUND 5/8" IRON REBAR;
THENCE S 87°53'23" E A DISTANCE OF 27.21' TO A FOUND 5/8" IRON REBAR;
THENCE N 02°41'57" E A DISTANCE OF 52.20' TO A FOUND 5/8" IRON REBAR;
THENCE S 87°43'14" E A DISTANCE OF 479.74' TO A FOUND 5/8" IRON REBAR;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 78.75', WITH A RADIUS OF 50.05', WITH A CHORD BEARING OF N 47°04'07" E, WITH A CHORD LENGTH OF 70.87', TO A FOUND 5/8" IRON REBAR;
THENCE N 02°01'17" E A DISTANCE OF 513.49' TO THE POINT OF BEGINNING, CONTAINING 544,519 SQ. FEET, 12.50 ACRES, MORE OR LESS, SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD.

NEW LOT 10
SURVEY DESCRIPTION

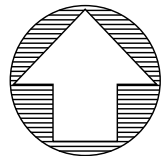
LOT 10, FORMERLY A PORTION OF LOT 5, OF PRIME PARC-BENTONVILLE, A SUBDIVISION IN BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7 OF PRIME PARC-BENTONVILLE, A SUBDIVISION IN BENTON COUNTY, ARKANSAS ;
THENCE S 02°00'17" W A DISTANCE OF 346.68' TO A POINT;
THENCE S 87°50'30" E A DISTANCE OF 221.57' TO A FOUND 5/8" REBAR ALSO BEING THE POINT OF BEGINNING BEING THE NW CORNER OF ORIGINAL LOT 5;
THENCE S 87°49'59" E A DISTANCE OF 219.80' TO A POINT;
THENCE S 02°05'28" W A DISTANCE OF 326.52' TO A POINT;
THENCE N 87°52'15" W A DISTANCE OF 21.74' TO A POINT;
THENCE S 02°07'45" W A DISTANCE OF 10.00' TO A POINT;
THENCE N 87°52'15" W A DISTANCE OF 197.61' TO A POINT;
THENCE N 02°01'17" E A DISTANCE OF 336.52' BACK TO THE POINT OF BEGINNING, CONTAINING 73,714 SQ. FEET, 1.69 ACRES, MORE OR LESS, SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD.

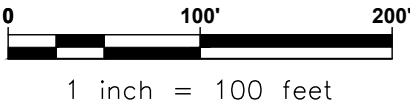
NEW LOT 11
SURVEY DESCRIPTION

LOT 11, FORMERLY A PORTION OF LOT 5, OF PRIME PARC-BENTONVILLE, A SUBDIVISION IN BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 7 OF PRIME PARC-BENTONVILLE, A SUBDIVISION IN DELAWARE COUNTY, OKLAHOMA ;
THENCE S 02°00'17" W A DISTANCE OF 346.68' TO A POINT;
THENCE S 87°50'30" E A DISTANCE OF 221.57' TO A FOUND 5/8" REBAR ALSO BEING THE POINT OF BEGINNING BEING THE NW CORNER OF ORIGINAL LOT 5;
THENCE S 02°01'17" W A DISTANCE OF 336.52' TO A POINT ALSO BEING THE POINT OF BEGINNING;
THENCE S 87°52'15" E A DISTANCE OF 197.61' TO A POINT;
THENCE N 02°07'45" E A DISTANCE OF 10.00' TO A POINT;
THENCE S 87°52'15" E A DISTANCE OF 21.74' TO A POINT;
THENCE N 02°05'28" E A DISTANCE OF 191.62' TO A POINT;
THENCE N 02°05'28" E A DISTANCE OF 134.76' TO A POINT;
THENCE S 87°49'59" E A DISTANCE OF 153.80' TO A FOUND 5/8" REBAR;
THENCE S 02°01'58" W A DISTANCE OF 543.07' TO A FOUND 1/2" REBAR;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 616.82', WITH A RADIUS OF 386.50', WITH A CHORD BEARING OF S 46°46'03" W, WITH A CHORD LENGTH OF 553.41', TO A FOUND 1/2" IRON REBAR;
THENCE N 87°42'09" W A DISTANCE OF 604.96' TO A FOUND 1/2" IRON REBAR;
THENCE N 02°05'59" E A DISTANCE OF 258.49' TO A FOUND 5/8" IRON REBAR;
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 98.54', WITH A RADIUS OF 61.89', WITH A CHORD BEARING OF N 47°25'13" E, WITH A CHORD LENGTH OF 88.46', TO A FOUND 5/8" IRON REBAR;
THENCE S 87°53'23" E A DISTANCE OF 27.21' TO A FOUND 5/8" IRON REBAR;
THENCE N 02°41'57" E A DISTANCE OF 52.20' TO A FOUND 5/8" IRON REBAR;
THENCE S 87°43'14" E A DISTANCE OF 479.74' TO A FOUND 5/8" IRON REBAR;
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 78.75', WITH A RADIUS OF 50.05', WITH A CHORD BEARING OF N 47°04'07" E, WITH A CHORD LENGTH OF 70.87', TO A FOUND 5/8" IRON REBAR;
THENCE N 02°01'17" E A DISTANCE OF 176.97' BACK TO THE POINT OF BEGINNING, CONTAINING 470,805 SQ. FEET, 10.81 ACRES, MORE OR LESS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD.



GRAPHIC SCALE



Recording Block

BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1(M)	50.05	78.75	70.87	S 47°04'07" W	90°09'24"
C2(M)	61.89	98.54	88.46	S 47°25'13" W	91°13'59"
C3(M)	386.50	616.82	553.41	N 46°46'03" E	91°26'22"

LINE TABLE

LINE	BEARING	DISTANCE
L1(M)	N 02°07'45" E	10.00'
L2(M)	S 87°52'15" E	21.74'
L3	N 40°34'59" W	30.66'

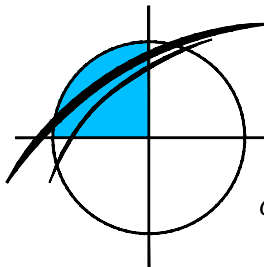
NOTES:

- SURVEYOR CONTACT INFO (479) 877-7388
- 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 AND 401.13
- 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
- ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS
- SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT [HTTP://WWW.BENTONVILLEPLANNING.COM/](http://www.bentonvilleplanning.com/) OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.
- OWNER CONTACT INFO
RUCHI BHATJIWALE
RUCHI@OPENFLOOR.COM
(479) 877-7388

SEE SHEET 2 FOR SURVEY DRAWING

FLOOD INFORMATION

This property lies in Zone 'X' (Special Flood Hazard Areas Inundated by 100-year Flood) as determined from the F.I.R.M. maps of Benton County, Arkansas, and Incorporated Areas, Map Number 05007C37943, effective June 5, 2012.



SWOPE
ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com

Certificate of Authorization No. 2831

Lot Split
For

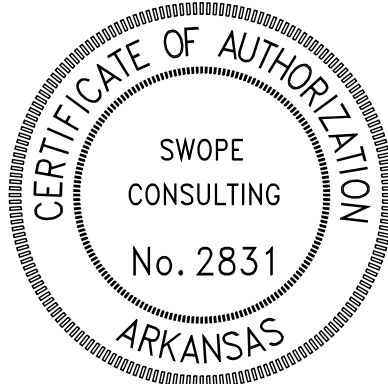
BENCO 12 LLC
SW REGIONAL AIRPORT BLVD
BENTONVILLE, AR 72712

Parcel #01-15899-001

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



DRAWN BY: K.W.R. JOB NUMBER: 23-114

SUBMITTAL DATE: 10/30/2024 City Number: LS24-0040

DRAWING NAME: 23-114suLOTSPLIT.dwg

SHEET NUMBER:

1 of 2

r:\-swope\23-114 parc flex space\external references\23-114su\lotsplit.dwg - Plotted on 12/5/2024 8:47:52 AM @ a scale of 1:1 to dwg to pdf.pc3 by Shannon Foskitt

CURVE TABLE

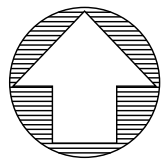
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1(M)	50.05	78.75	70.87	S 47°04'07" W	90°09'24"
C2(M)	61.89	98.54	88.46	S 47°25'13" W	91°13'59"
C3(M)	386.50	616.82	553.41	N 46°46'03" E	91°26'22"

LINE TABLE

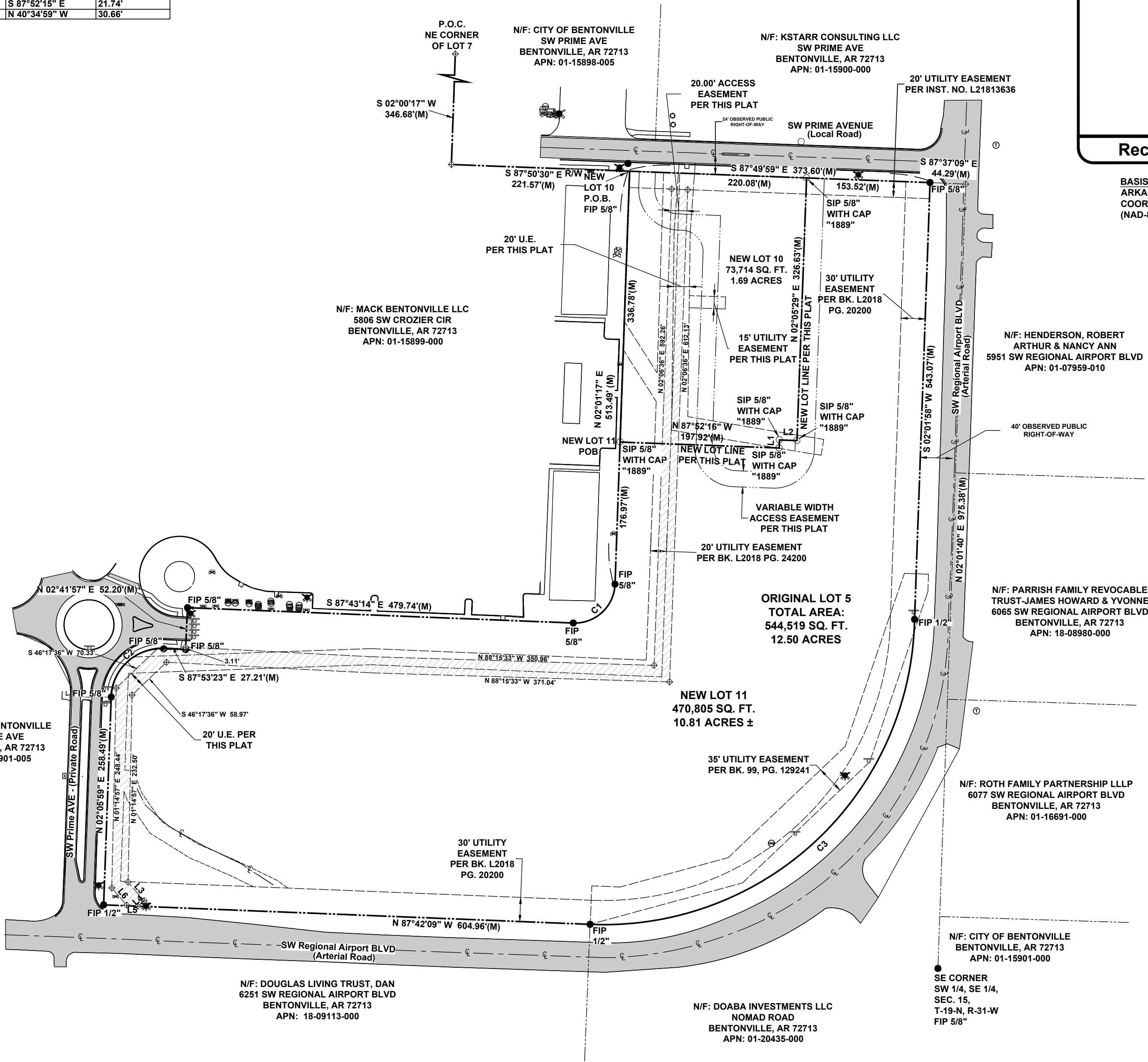
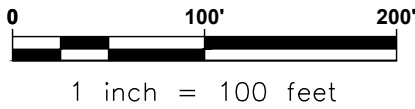
LINE	BEARING	DISTANCE
L1(M)	N 02°07'45" E	10.00'
L2(M)	S 87°52'15" E	21.74'
L3	N 40°34'59" W	30.66'

LEGEND

SURVEY FEATURES	SURVEYING SYMBOLS	
BOUNDARY LINE	● FOUND REBAR AS NOTED	
FORTY LINE	○ SET REBAR AS NOTED	
CENTERLINE OF ROAD	⊕ COMPUTED POINT	
RIGHT-OF-WAY		
(M) FIELD MEASUREMENT		
(R) RECORDED MEASUREMENT		
N/F NOW OR FORMERLY		
P.O.C. POINT OF COMMENCEMENT		
P.O.B. POINT OF BEGINNING		
EASEMENTS	UTILITY SYMBOLS	
INGRESS & EGRESS EASEMENT	SANITARY SEWER	TELEPHONE PEDESTAL
BUILDING SET BACK	STORM MANHOLE	WATER METER
UTILITY EASEMENT	POWER POLE	SEPTIC LID
	WATER VALVE	FIRE HYDRANT
	GAS METER	STORM WATER LIGHT
	ELECTRICAL BOX	
UTILITY LINES	SURVEY FEATURE HATCHES	
OVERHEAD POWER LINE	ASPHALT	CONCRETE



GRAPHIC SCALE

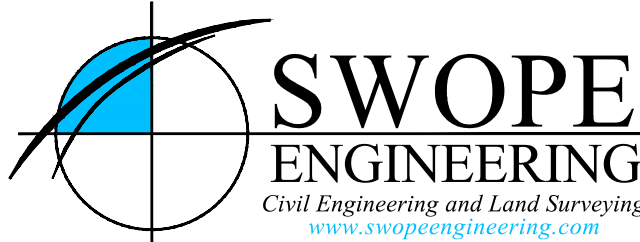


Recording Block

BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

FLOOD INFORMATION

This property lies in Zone 'X' (Special Flood Hazard Areas Inundated by 100-year Flood) as determined from the F.I.R.M. maps of Benton County, Arkansas, and Incorporated Areas, Map Number 05007C37943, effective June 5, 2012.



Certificate of Authorization No. 2831

Lot Split
For

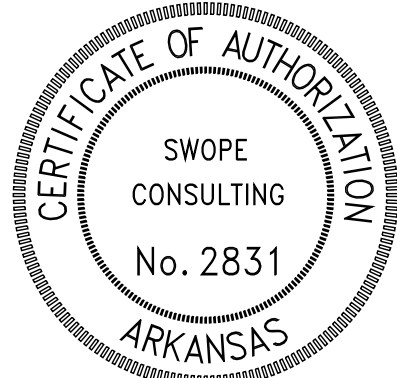
BENCO 12 LLC
SW REGIONAL AIRPORT BLVD
BENTONVILLE, AR 72712

Parcel #01-15899-001

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



DRAWN BY: K.W.R.	JOB NUMBER: 23-114
SUBMITTAL DATE: 10/30/2024	CITY NUMBER: LS24-0040
DRAWING NAME: 23-114suLOTSPLIT.dwg	
SHEET NUMBER: 2 of 2	

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 5 OF PRIME PARC-BENTONVILLE SUBDIVISION CREATING NEW LOTS 10 AND 11 PRIME PARC-BENTONVILLE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND
FOR OTHER PURPOSES.**

(PROJECT NUMBER: LS24-0040)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 5 OF PRIME PARC-BENTONVILLE SUBDIVISION creating new LOTS 10 AND 11 OF PRIME PARC-BENTONVILLE SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 7, 2025;

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 5 OF PRIME PARC-BENTONVILLE SUBDIVISION creating new LOTS 10 AND 11 OF PRIME PARC-BENTONVILLE SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Lot Split - Lots 11 and 12 of Bentonville Heights Addition

810 Northwest 11th Street

PC Date:

Staff Report Details

Project Number	LS24-0044
Applicant / Current Owner	PHIL SWOPE/SEVENTH LIVING LLC
Site Area	+/- [Site_Area] Acres
Current Zoning	
Requested Zoning	
Current Future Land Use Map Designation	
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	

Property Description

Lot Split: Existing Lot 6, Block 5 of Bentonville Heights Addition, Creating New Lots 11 and 12 of Bentonville Heights Addition. SEVENTH LIVING LLC, 810 Northwest 11th Street, DN-1, Downtown Neighborhood Low-Density Single-Family Residential, LS24-0044

A Lot Split of existing Lot 6, Block 5 of Bentonville Heights Addition, Creating New Lots 11 and 12 of Bentonville Heights Addition. The plat is dedicating a 15-foot utility easement along Northwest 11th Street. The right-of-way along Northwest 11th Street is adequate per the Master Street Plan.

Project Details

Relationship to the Community Plan

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers**Conclusion****Additional Details**



LS24-0044
Bentonville Heights Lots 11 and 12 Block 5
810 NW 11TH ST



r:\survey\24-266 munilexternal references\24-266(nw 11th)(su).dwg - Plotted on 12/10/2024 3:31:40 PM @ a scale of 1:1 to dwg to pdf.pc3 by Shannon Foskitt

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: _____ NOTARY
SIGNED: _____ State of: _____
PRINT NAME: _____ County of: _____

Subscribed and sworn before me this _____ day of _____, 2024.

Notary Public

My commission expires

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

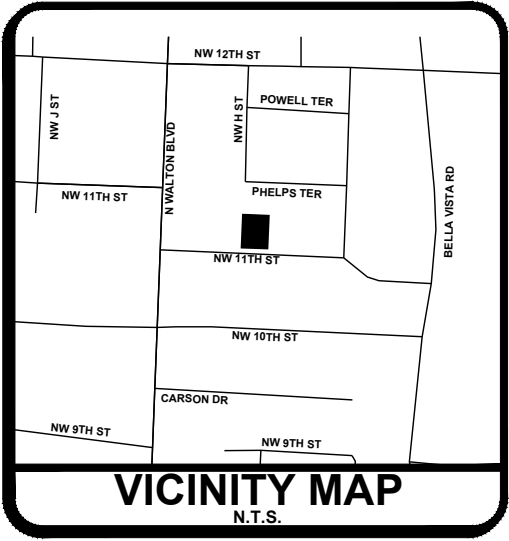
DATE OF EXECUTION: _____

SIGNED: _____

BENTONVILLE PLANNING COMMISSION CHAIRMAN: _____

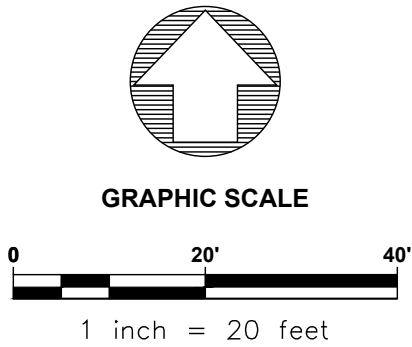
BENTONVILLE MAYOR: _____

CITY CLERK: _____



LOT SPLIT OF EXISTING LOT 6, BLOCK 5 CREATING
NEW LOT 11, BLOCK 5 OF BENTONVILLE HEIGHTS ADDITION

N/F: HAWTHORN FAMILY TRUST-JD & CHARLENE
809 PHELPS TERRACE
BENTONVILLE, AR 72713
APN: 01-01312-000
PT LOT 1, BLOCK 5



Recording Block

SURVEYING SYMBOLS		
○ SET/FOUND REBAR	⊠ AIR CONDITIONER	⊗ POWER POLE
⊠ SET/FOUND MAG NAIL	⊠ CLEANOUT	⊗ SANITARY SEWER
⊠ SET/FOUND ALUM. MONUMENT	⊠ ELECTRIC BOX	⊗ SIGN
⊗ SET/FOUND COTTON SPINDLE	⊠ ELECTRIC METER	⊗ SEPTIC LID
▽ SET / FOUND PK NAIL	⊠ FENCE CORNER POST	⊗ STORM WATER
⊠ FOUND STONE	⊠ FIBER OPTIC VAULT	⊗ TELEPHONE PEDESTAL
⊠ STATE MONUMENT	⊠ FIRE HYDRANT	⊗ TRANSFORMER
⊠ FOUND PIPE	⊠ GAS METER	⊗ WATER METER
⊠ COMPUTED POINT	⊠ GAS VALVE	⊗ WATER VALVE
▲ RAILROAD SPIKE	⊠ GAS RISER	
▲ TEMP BENCH MARK (ELEV.)	⊠ GUY ANCHOR	
△ STAKE ON LINE	⊠ IRRIGATION CONTROL VALVE	
○ TREE	⊠ LIGHT POLE	
	⊠ MANHOLE	
FEATURE LINES		
— BOUNDARY LINE	— FLOW LINE	
— FORTY LINE	— FENCE	
— CENTERLINE OF ROAD	— TREE LINE	
— RIGHT-OF-WAY		
— INGRESS & EGRESS EASEMENT		
— UTILITY EASEMENT		
— BUILDING SET BACK		
(M) FIELD MEASUREMENT		
(R) RECORDED MEASUREMENT		

PARENT
LOT 6, BLOCK 5
14,197 SQ. FEET
0.33 ACRES ±

N/F: FEATHERSTON 902 LLC
902 NW 11TH STREET
BENTONVILLE, AR 72713
APN: 01-01301-000
LOT 8, BLOCK 5

FIP, 5/8"
NEW LOT 11 POB
SW CORNER OF
ORIGINAL LOT 6

NEW LOT 11
7,100 SQ. FEET
0.16 ACRES ±

NEW LOT 12
7,096 SQ. FEET
0.16 ACRES ±

N/F: JOHNSON, BRADLEY DEAN &
REDDICK, JENNIFER E
808 NW 11TH STREET
BENTONVILLE, AR 72713
APN: 01-01319-000
LOT 7, BLOCK 5

15.00' UTILITY EASEMENT
PER THIS PLAT

FIP, 5/8"
NEW LOT 12 POB
SE CORNER OF
ORIGINAL LOT 6

BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

FLOOD INFORMATION
This property lies in Zone 'X' (Special Flood Hazard Areas
Inundated by 100-year Flood) as determined from the
F.I.R.M. maps of Benton County, Arkansas, and Incorporated
Areas, Map Number 05007C0090J, effective September 28th,
2007.



LOT SPLIT
FOR
SEVENTH LIVING LLC
810 NW 11TH ST
BENTONVILLE, AR 72712

PARCEL #01-01318-000

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



DRAWN BY: **K.W.R.** JOB NUMBER: **24-266**
SUBMITTAL DATE: **10/28/2024** City Number: **LS24-0044**
DRAWING NAME: **24-266(NW 11TH)(SU).dwg**
SHEET NUMBER: **2 OF 2**

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 6, BLOCK 5 OF BENTONVILLE
HEIGHTS ADDITION CREATING NEW LOT 11, BLOCK 5 OF BENTONVILLE
HEIGHTS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR
OTHER PURPOSES.**

(PROJECT NUMBER: LS24-0044)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 6, BLOCK 5 OF BENTONVILLE HEIGHTS ADDITION creating new LOT 11, BLOCK 5 OF BENTONVILLE HEIGHTS ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 7, 2025;

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 6, BLOCK 5 OF BENTONVILLE HEIGHTS ADDITION creating new LOT 11, BLOCK 5 OF BENTONVILLE HEIGHTS ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Consent Agenda Item [LS24-0046](#)

For the Planning Commission meeting on January 14, 2025

Details

Property Line Adjustment: The south 70' of Lots 1,2 & 3, Block 3 of Lincoln and Rice Addition, creating new Lot 15, Block 3 of Lincoln and Rice Addition, 103 Northeast H Street, R-1, Low-Density Single-Family Residential, LS24-0046

A lot split of the south 70' existing Lots 1 , 2, and 3, Block 3 of Lincoln and Rice Addition, creating new Lot 15, Block 3 of Lincoln and Rice Addition. The plat is dedicating +/- 92 square feet of right-of-way along Northeast H Street as per the Master Street Plan. A 15-foot utility easement along Northeast H Street is being dedicated as well.



**Pending PC
Item**

NE 2ND ST

*South 70' of
Lots 1-3 Block
3 Lincoln
Rice Addt.*

NE H ST

E CENTRAL AVE

SE G CT

SE H ST



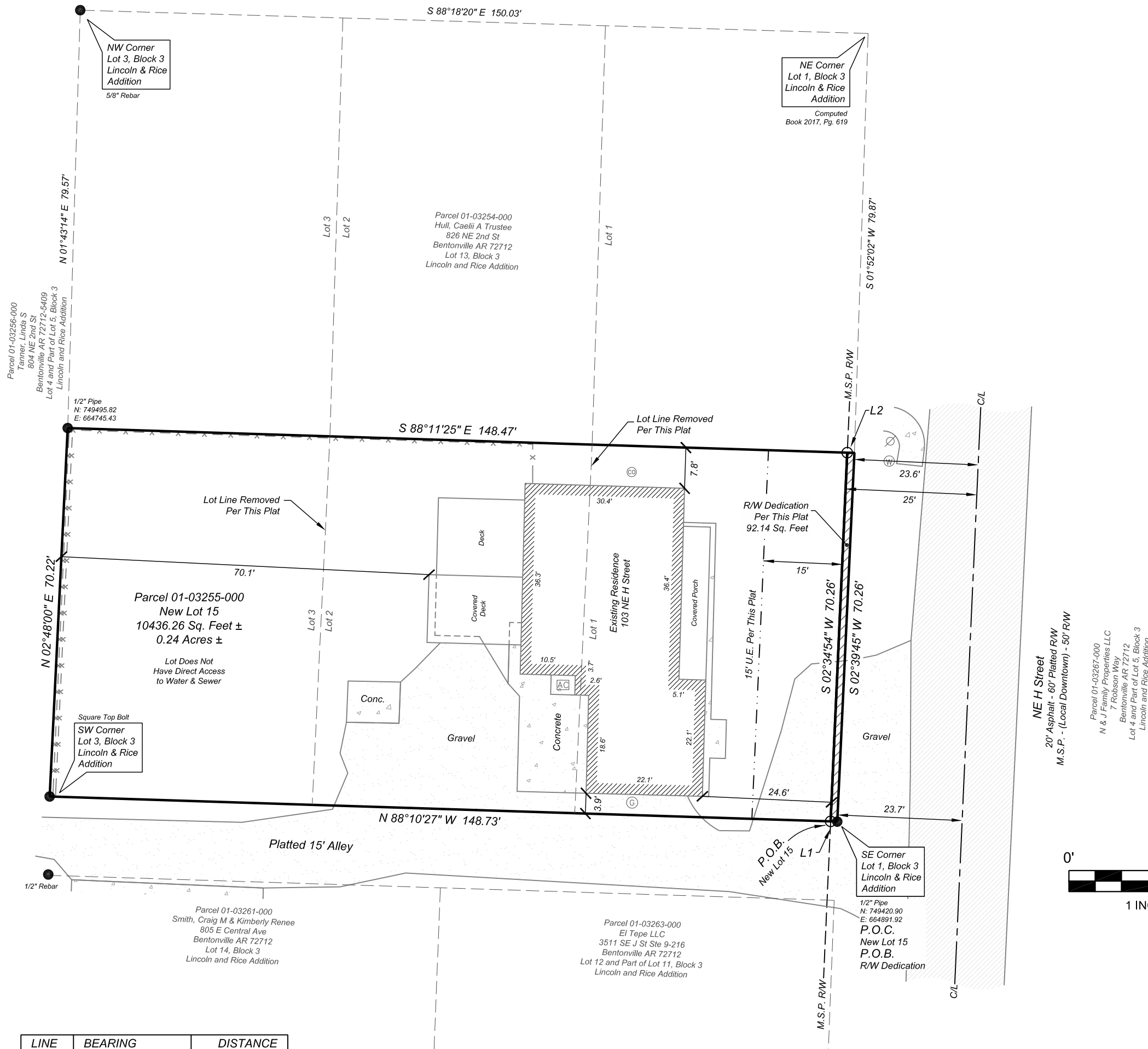
LS24-0046

***South 70' of Lots 1-3 Bk 3 Lincoln Rice Addt
103 NE H ST***



PROPERTY LINE ADJUSTMENT

The South 70' of Lots 1, 2, & 3, Block 3
Lincoln and Rice Addition
Creating New Lot 15, Block 3



LINE	BEARING	DISTANCE
L1	S 88°11'25\"E	1.36'
L2	N 88°10'27\"W	1.26'

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, CITY OF BENTONVILLE

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: _____

PRINT NAME: _____

ADDRESS: _____

DATE OF EXECUTION: _____

SIGNED: _____

PRINT NAME: _____

ADDRESS: _____

Zoning & Setbacks

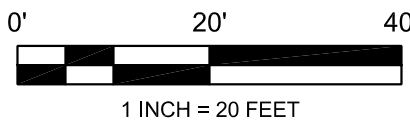
CURRENT ZONING:
R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL

BUILDING SETBACKS NOTE:
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.

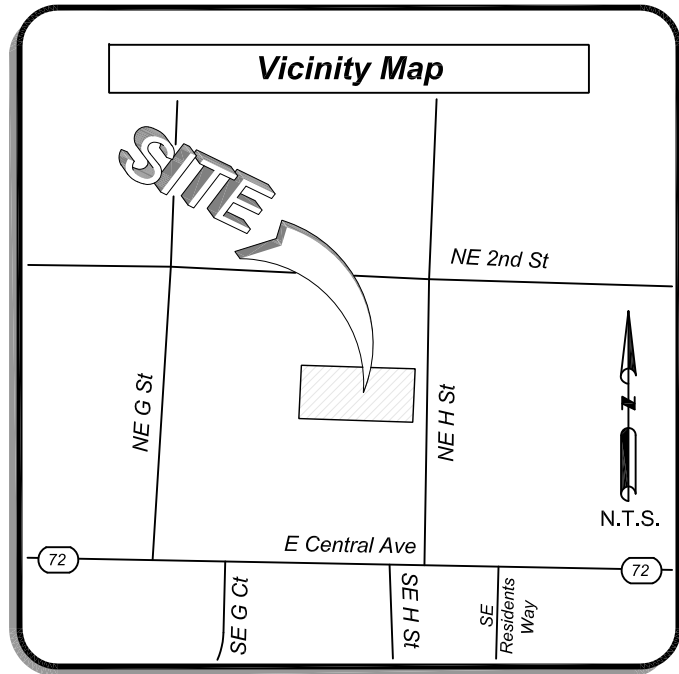
Legend of Symbols & Abbreviations

- BOUNDARY LINE
- CENTERLINE OF ROAD (CL)
- RIGHT-OF-WAY (R/W)
- FENCE
- UTILITY EASEMENT (U.E.)
- POWER POLE
- GAS METER
- WATER METER
- CLEANOUT
- AIR CONDITIONER
- EXISTING MONUMENT AS NOTED
- SET 1/2" REBAR & CAP
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- M.S.P. MASTER STREET PLAN

NE H Street
20' Asphalt - 60' Plowed R/W
M.S.P. - (Local Downtown) - 50' R/W



LEGEND OF SYMBOLS & ABBREVIATIONS:
ARIZONA STATE PLANE, NORTH ZONE, NAD 83
CONVERGENCE ANGLE: -14.4000\"



Miscellaneous Notes

STATE RECORDING NUMBER:
500-20N-30W-0-29-320-04-1873

COMPLETED FIELD WORK:
OCTOBER 18, 2024

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED AS INSTRUMENT NO. L202451101.
2. SURVEY PLAT FILED IN PLAT RECORD BOOK 2 AT PAGE 103.
3. SURVEY PLAT FILED IN PLAT BOOK 2006 AT PAGE 619.

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.

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0255K, WHICH BEARS AN EFFECTIVE DATE OF 06/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

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.

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

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

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 INSURANCE.

ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.

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

ATLAS PAGE 362.

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 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.

LOT HAS RIGHT TO MAINTAIN ACTIVE SERVICES, BUT THERE CAN BE NO NEW WATER AND SEWER SERVICES MADE IN FAVOR OF NEW DEVELOPMENT WITHOUT MAINLINE EXTENSIONS OF BOTH WATER AND SEWER.

DATE	REVISION
12/1/24	PER CITY COMMENTS

Utility Notes

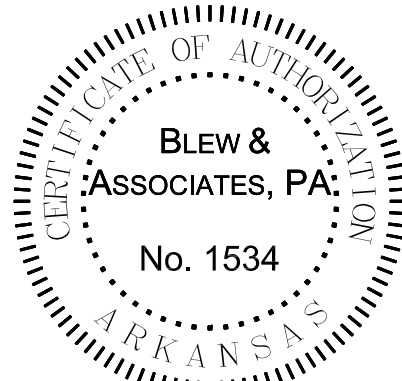
THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

BEFORE DIGGING IN THIS AREA, CALL "ONE CALL" 811 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES.

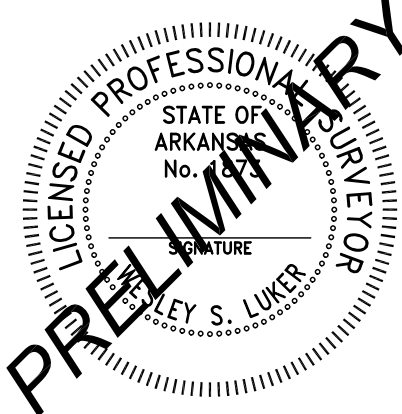


Owner/Developer

CRIFE, BRADEN & DOW, HANNAH
103 NE H ST
BENTONVILLE AR 72712
(612) 581-4542



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE _____ DAY OF _____, 20____.



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.

FIRM:

BLEW & ASSOCIATES, P.A.
CIVIL ENGINEERS & LAND SURVEYORS

3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com

Certificate of Authorization № 1534

DRAWN BY & DATE: J.C. - 10/21/2024	REVIEWED BY: W.L.	SURVEYED BY: R.S.
COUNTY & STATE: BENTON COUNTY, ARKANSAS	JOB NUMBER: 24-7871	
LOCATION: SECTION 29, TOWNSHIP 20 NORTH, RANGE 30 WEST		

FOR THE USE AND BENEFIT OF:

BRADEN CRIFE

LS24-0026

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1, 2, AND 3, BLOCK 3 OF
LINCOLN AND RICE ADDITION CREATING NEW LOT 15, BLOCK 3 OF LINCOLN
AND RICE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR
OTHER PURPOSES.**

(PROJECT NUMBER: LS24-0046)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOTS 1, 2, AND 3, BLOCK 3 OF LINCOLN AND RICE ADDITION creating new LOT 15, BLOCK 3 OF LINCOLN AND RICE ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 7, 2025;

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 LOTS 1, 2, AND 3, BLOCK 3 OF LINCOLN AND RICE ADDITION creating new LOT 15, BLOCK 3 OF LINCOLN AND RICE ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Rezoning - Kelley - R-1, Low-Density Single-Family Residential to DN-1, Downtown Low Density Residential

718 West Central Avenue

PC Date: 1/7/2025

Staff Report Details

Project Number	RZ24-0047
Applicant / Current Owner	Mark Kelley
Site Area	+/- [Site_Area] Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	DN-1, Downtown Low Density Residential
Current Future Land Use Map Designation	Low Density Residential (LDR)
Requested Future Land Use Map Designation	NA
Development Type / Use	Single-family
Related projects	

Property Description

The subject property is located at 718 W Central Avenue. The property is presently zoned R-1, Low Density Single Family Residential, with a land use designation of Low Density Residential. The property has direct access to Northwest 2nd Street and West Central Avenue. Surrounding zoning districts include R-1, Low Density Single Family Residential to the east, west, and south, as well as some RO, Residential Office to the north.

Project Details

The applicant has requested a rezoning of the property from R-1, Low Density Single Family Residential to DN-1, Downtown Neighborhood Low Density Residential. The applicant states in their narrative they are requesting the rezoning in order to develop a downtown-style single-family home.

Relationship to the Community Plan

The property is presently designated as Low Density Residential and is surrounded by Low Density residential to the south, east, north, and west.

Relationship to the Community Plan

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

This zoning request aligns with the Future Land Use Map, recommending DN-1, Downtown Neighborhood Low 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-1 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

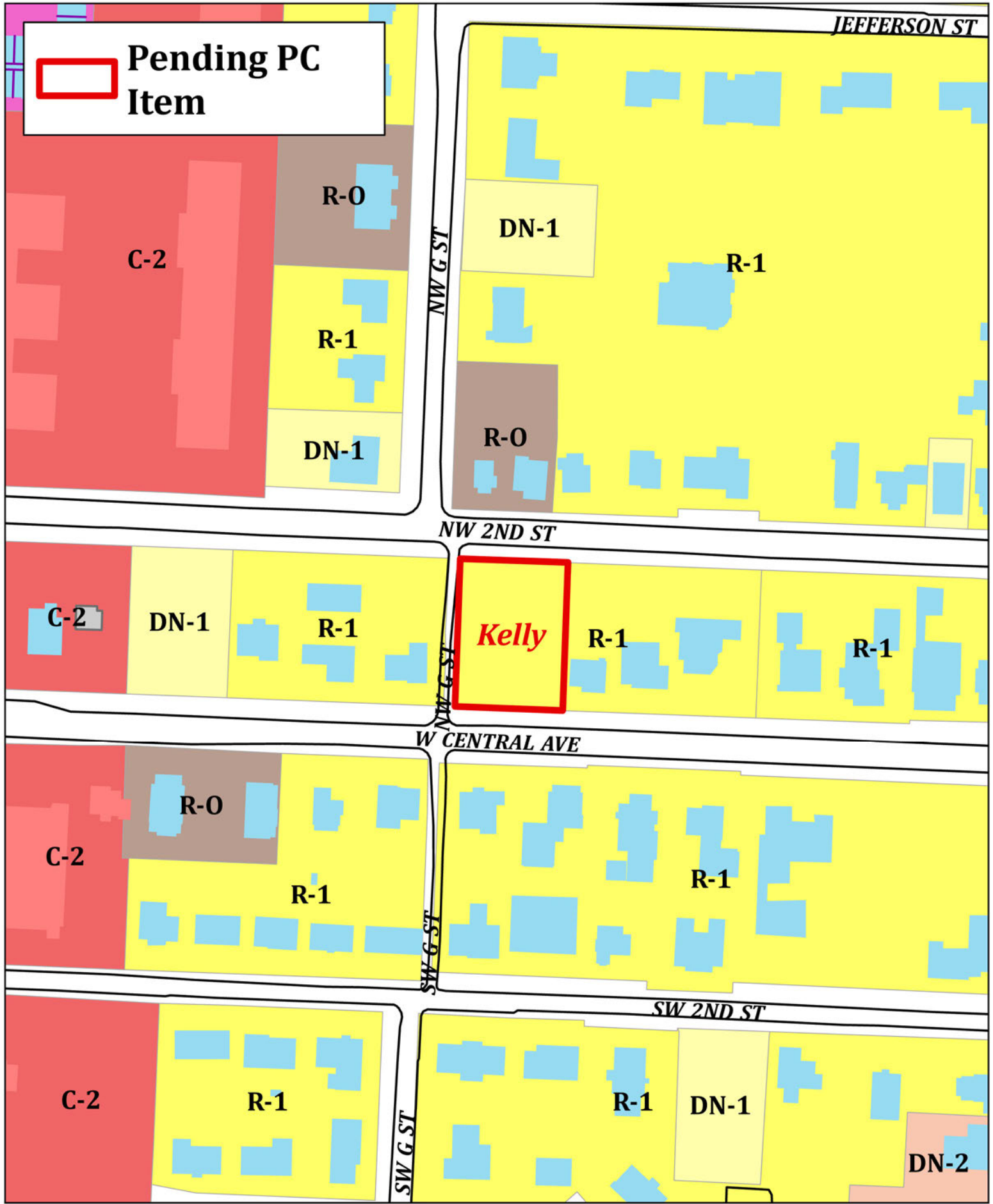
Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

Conclusion

This rezoning is consistent with the future land use plan. Given this property's location within low density housing types, as well as the Community Plan's call for Downtown Intensification, staff recommends approval of this request.

Additional Details



RZ24-0047
Mark Kelly R-1 to DN-1
716 and 718 W. Central Ave.





October 23rd, 2024

City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Rezone Narrative, 716 & 718 W Central Ave
 Zoning from R-1 to DN-1

To whom it may concern:

Please accept this rezoning of the subject land. The developer intends to develop downtown-style homes at the subject address. This rezone will accompany a proposed lot line adjustment, which will include dedication of G Street right-of-way. After the dedication, only enough land remains to split into 50'-wide lots, thus requiring DN-1 zoning.

The newly zoned property will fit in well with surrounding properties, as those range from R-1 to R-O.

The Future Land Use Plan calls for low-density residential in this area, and DN-1 zoning is an acceptable classification.

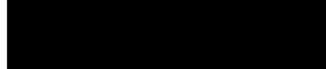
The following bullet points apply.

Intended use of this property will be single-family residential.

- The change in traffic for this area will not change beyond its current zoning. No new/extra lots are proposed with this rezone or the proposed lot-line adjustment.
- No signage is proposed.
- The appearance of these homes will be in-keeping with the surrounding area and the desired look for downtown homes.
- Public water is available on both Central and SW 2nd Streets. Sewer is available on Central and SW G Street.

Please accept this summary narrative, as directed by the city's rezone application, in support of rezoning approval. Please let me know if you have any questions or concerns, so we can address those before and at the public hearing.

Sincerely,



Phil Swope, PÉ
Project Engineer

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY
RESIDENTIAL TO DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL;
AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0047)**

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

PART OF LOT 12, DICKSON ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "Q" AT PAGE 22, DESCRIBED AS BEGINNING AT A POINT 60 FEET EAST OF THE SW CORNER OF SAID LOT 12 AND RUN THENCE EAST 60 FEET; THENCE NORTH 165 FEET, MORE OR LESS TO SECOND STREET N.W.; THENCE WEST 60 FEET; THENCE SOUTH 165 FEET, MORE OR LESS, TO WEST CENTRAL AVENUE TO THE POINT OF BEGINNING. THE WEST 60 FEET OF LOT 12 DICKSONS ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD BOOK "Q" AT PAGE 22;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 7, 2025 in the Council Chambers of the City of Bentonville;

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

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

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Property Line Adjustment - Lots 52 and 55 of Dicksons Addition

718 West Central Avenue

PC Date: 1/7/2025

Staff Report Details

Project Number	PLA24-0001
Applicant / Current Owner	Rachel Elizabeth Blevins
Site Area	+/- [Site_Area] Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	
Current Future Land Use Map Designation	Low Density Residential (LDR)
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	RZ24-0047 and WAV24-0004 (G St ROW waiver, denied 3/5/24)

Property Description

Lot Split: A portion of Lot 12 of Dicksons Addition, Creating New Lots 52 and 55 of Dicksons Addition, 708 West Central Avenue, R-1, Low-Density Single-Family Residential, PLA24-0001

A lot split of a portion of existing Lot 12 of Dicksons Addition, Creating New Lots 52 and 55 of Dicksons Addition. The plat is dedicating right-of-way along Northwest G Street and West Central Avenue per the Master Street Plan. A 15-foot utility and access easement along the northern property line is being dedicated as well. **There is an associated rezone (RZ24-0047) considered earlier on the agenda for January 7, 2024.** If the rezone is approved, staff recommends approval of this item. If the rezone is denied or tabled, staff recommends withdrawing this project as the minimum lot width proposed will not meet the R-1 zoning code.

Project Details

Relationship to the Community Plan

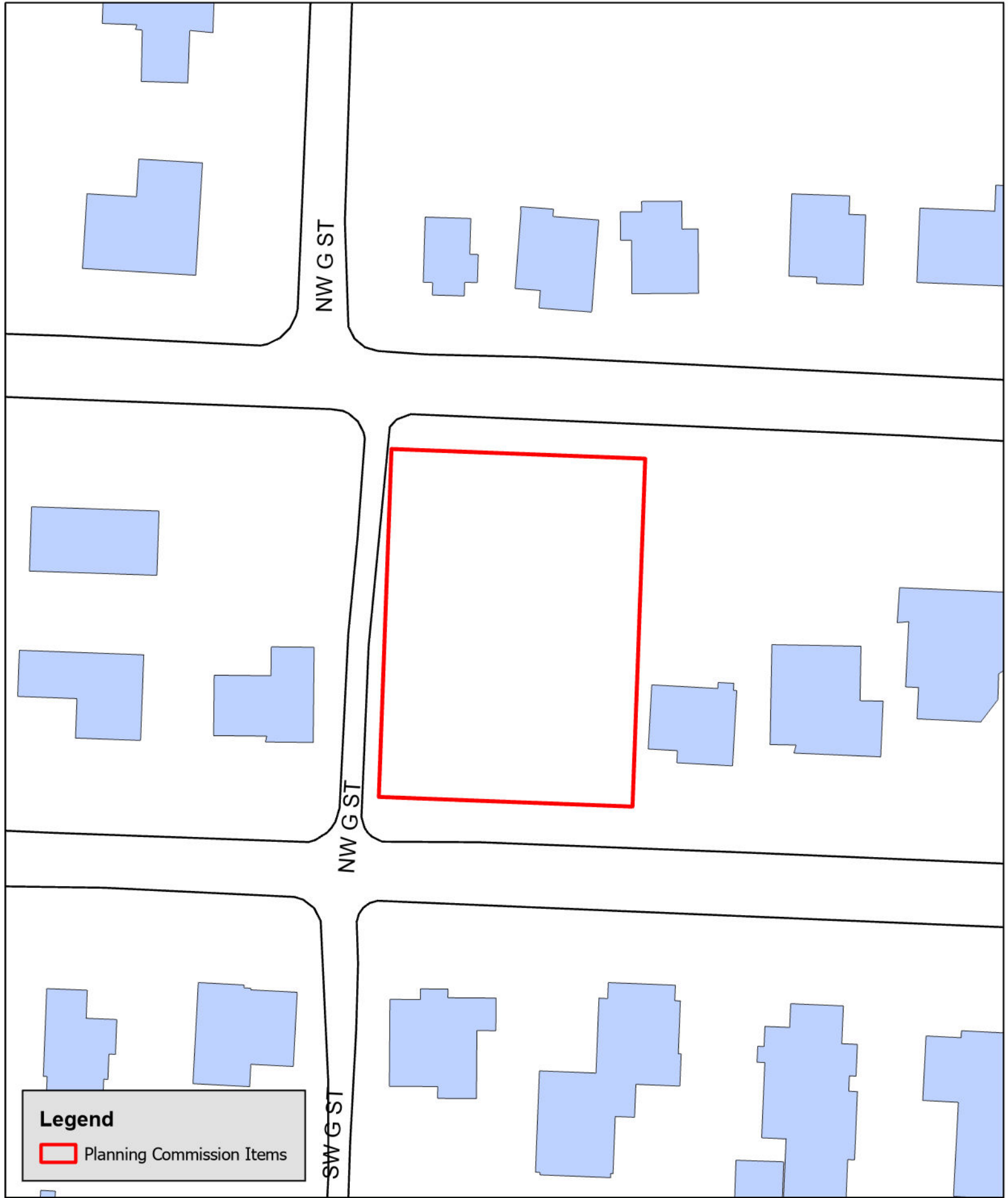
Relationship to the Community Plan

Public Comment
Has Staff received Public Comment at the time of this report? : No

Analysis / Waivers

Conclusion

Additional Details



NW G ST

NW G ST

SW G ST

Legend

 Planning Commission Items



PLA24-0001
Property Line Adjustment
722 W Central Avenue



r:\survey\23-233 central combo\external references\23-233su split.dwg - Plotted on 11/25/2024 7:48:14 AM @ a scale of 1:1 to autocad pdf (general documentation).pc3 by Kyle Rodgers

WEST 60'
OF LOT 12
PARENT
SURVEY DESCRIPTION

THE WEST 60 FEET OF LOT 12 DICKSONS ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD BOOK "Q" AT PAGE 22.

PORTION OF LOT 12
PARENT
SURVEY DESCRIPTION

PART OF LOT 12, DICKSON ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD "Q" AT PAGE 22, DESCRIBED AS EGINNING AT A POINT 60 FEET EAST OF THE SW CORNER OF SAID LOT 12 AND RUN THENCE EAST 60 FEET; THENCE NORTH 165 FEET, MORE OR LESS TO SECOND STREET N.W.; THENCE WEST 60 FEET; THENCE SOUTH 165 FEET, MORE OR LESS, TO WEST CENTRAL AVENUE TO THE POINT OF BEGINNING.

NEW LOT 52
SURVEY DESCRIPTION

BEGINNING AT THE NE CORNER OF THE OLD PORTION OF LOT 12; THENCE S 87°47'29" E A DISTANCE OF 60.13' TO A FOUND 1/2" REBAR; THENCE S 88°08'26" E A DISTANCE OF 10.05' TO A POINT ON THE NORTH LINE OF THE OLD LOT 12 BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE S 88°08'26" E A DISTANCE OF 50.06' TO A POINT ON THE OLD EAST LINE OF LOT 12; THENCE ALONG SAID EAST LINE S 02°17'20" W A DISTANCE OF 162.96' TO A POINT IN THE NORTH RIGHT OF WAY LINE OF HIGHWAY 72; THENCE N 87°42'05" W A DISTANCE OF 52.33' TO A FOUND 1/2" IRON REBAR; THENCE N 03°05'18" E A DISTANCE OF 162.59' TO THE POINT OF BEGINNING, CONTAINING 8,332 SQ. FEET, 0.19 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

NEW LOT 55
SURVEY DESCRIPTION

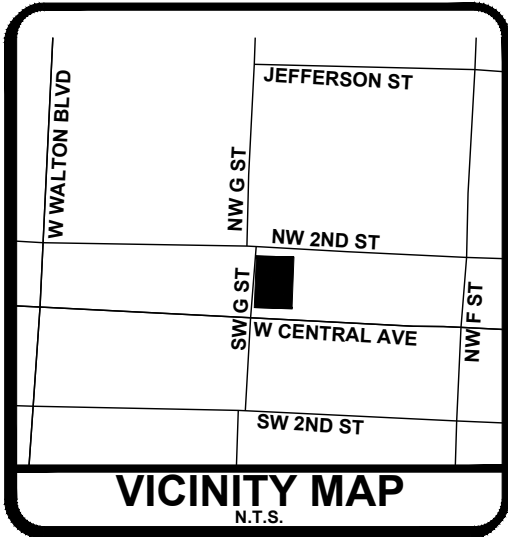
COMMENCING FROM THE NW CORNER OF LOT 12, DICKSON ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD "Q" AT PAGE 22; THENCE S 87°47'29" E A DISTANCE OF 20.11' TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NW G STREET BEING THE POINT OF BEGINNING; THENCE S 87°47'29" E A DISTANCE OF 40.02' TO A FOUND 1/2" IRON REBAR; THENCE S 88°08'26" E A DISTANCE OF 10.05' TO A SET 5/8" IRON REBAR; THENCE S 03°05'18" W A DISTANCE OF 162.59' TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 72; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING BEARINGS AND DISTANCES N 87°41'52" W A DISTANCE OF 52.44' TO A POINT ON THE EAST RIGHT OF WAY LINE OF NW G STREET; THENCE LEAVING THE NORTH RIGHT-OF-WAY LINE OF HIGHWAY 72 ALONG THE EAST RIGHT-OF-WAY LINE OF NW G STREET N 03°55'20" E A DISTANCE OF 162.50' TO THE POINT OF BEGINNING, CONTAINING 8,328 SQ. FEET, 0.19 ACRES, MORE OR LESS.

RIGHT-OF-WAY
SURVEY DESCRIPTION

A PART OF THE SW1/4 OF THE SW1/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF LOT 12, DICKSON ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD "Q" AT PAGE 22, THENCE S 87°47'29" E A DISTANCE OF 20.11' TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NW G STREET; THENCE ALONG SAID RIGHT-OF-WAY S 03°55'20" W A DISTANCE OF 162.50' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHWAY 72; THENCE LEAVING THE EAST RIGHT-OF-WAY OF NW G STREET ALONG THE NORTH RIGHT-OF-WAY OF HIGHWAY 72 RIGHT-OF-WAY THE FOLLOWING BEARINGS AND DISTANCES S 87°41'52" E A DISTANCE OF 52.44' TO A POINT; THENCE S 87°42'38" E A DISTANCE OF 52.33' TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 02°17'20" W A DISTANCE OF 2.53' TO A FOUND 1/2" IRON REBAR; THENCE N 87°44'48" W A DISTANCE OF 120.12' TO A FOUND 1/2" IRON REBAR; THENCE N 02°14'46" E A DISTANCE OF 165.02' TO THE POINT OF BEGINNING, CONTAINING 3,253 SQ. FEET, 0.08 ACRES, MORE OR LESS.

Recording Block



- NOTES:
- ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
 - PLEASE NOTE OWNER MUST CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE
 - ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN BEUD EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY THE COST OF BEUD TO RELOCATE SAID EQUIPMENT TO THE LOT LINE.
 - IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ (479) 271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
 - IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.
 - NO EASEMENT DEEDS FOR THIS PROPERTY LISTED ON G.I.S.
 - THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN
 - 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. ALL ACCESS SHALL BE OFF THE NW G STREET
 - BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
 - OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER, AND ELECTRIC SERVICE
 - SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE
 - THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS
 - SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122
 - OWNER/DEVELOPER MARK KELLEY 479-644-9115
 - ALL NEW LOTS SHALL HAVE DIRECT ACCESS TO WATER AND SEWER.
 - NEW LOT 55 WILL HAVE DRIVEWAY ACCESS TO NW G ST, AND NEW LOT 52 WILL HAVE ACCESS THROUGH NW 2ND ST

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 the said rules and regulations.

Date of Execution: _____

Signed: _____
Bentonville Planning
Commission Chairman

Signed: _____
Mayor City of Bentonville

Signed: _____
City Clerk

NOTARY

State of: _____

County of: _____

Subscribed and sworn before me this ____ day of _____, 2023.

Notary Public

My commission expires

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, easements, etc. as shown on said plat.

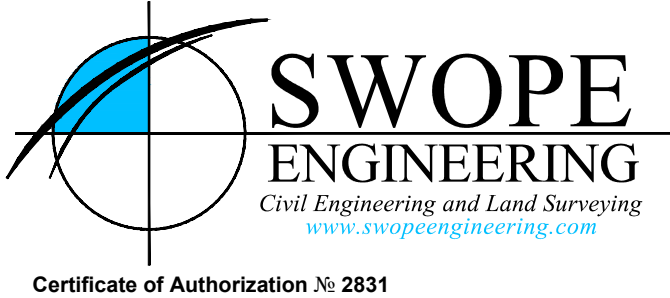
Date: _____

Signed by: _____

Signed by: _____

FLOOD INFORMATION

This property lies in Zone 'X' (Special Flood Hazard Areas inundated by 100-year Flood) as determined from the F.I.R.M. maps of Benton County, Arkansas, and Incorporated Areas, Map Number 05007C0255K, effective June 5, 2012.



Lot Split
FOR
BLEVINS, RACHEL ELIZABETH
& WHIDDON, MITCHELL
W CENTRAL AVE
BENTONVILLE, AR 72712

PARCEL #S 01-02368-000 & 01-02366-000

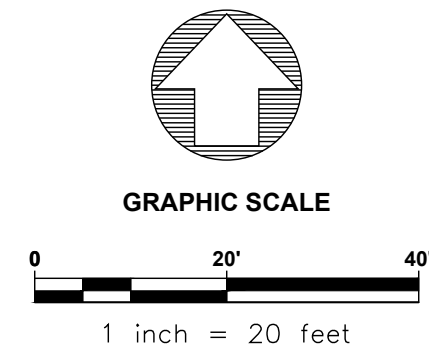
CERTIFICATE OF SURVEYING ACCURACY

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



DRAWN BY: K.W.R.	JOB NUMBER: 23-233
SUBMITTAL DATE: 11/15/2024	City Number: PLA24-0001
DRAWING NAME: 23-233su Split.dwg	
SHEET NUMBER: 1 OF 2	



Recording Block

BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

SURVEYING SYMBOLS					
○	SET/FOUND REBAR	⊗	AIR CONDITIONER	⊗	POWER POLE
■	SET/FOUND MAG NAIL	⊗	CLEANOUT	⊗	SANITARY SEWER
▣	SET/FOUND ALUM. MONUMENT	⊗	ELECTRIC BOX	⊗	SIGN
◆	SET/FOUND COTTON SPINDLE	⊗	ELECTRIC METER	⊗	SEPTIC LID
▽	SET / FOUND PK NAIL	⊗	FENCE CORNER POST	⊗	STORM WATER
▲	FOUND STONE	⊗	FIBER OPTIC VAULT	⊗	TELEPHONE PEDESTAL
■	STATE MONUMENT	⊗	FIRE HYDRANT	⊗	TRANSFORMER
◆	FOUND PIPE	⊗	GAS METER	⊗	WATER METER
⊗	COMPUTED POINT	⊗	GAS VALVE	⊗	WATER VALVE
▲	RAILROAD SPIKE	⊗	GAS RISER		
⬆	TEMP BENCH MARK (ELEV.)	⊗	GUY ANCHOR		
△	STAKE ON LINE	⊗	IRRIGATION CONTROL VALVE		
○	TREE	⊗	LIGHT POLE		
		⊗	MANHOLE		
FEATURE LINES					
=====	FENCE				
-----	BOUNDARY LINE				
-----	FORTY LINE				
-----	CENTERLINE OF ROAD				
-----	RIGHT-OF-WAY				
-----	INGRESS & EGRESS EASEMENT				
-----	UTILITY EASEMENT				
-----	BUILDING SET BACK				
(M)	FIELD MEASUREMENT				
(R)	RECORDED MEASUREMENT				



SURVEYOR'S CERTIFICATION

1. In providing this survey, no attempt has been made to show data concerning size, depth, condition, or capacity of underground utilities existing on site. Only visible utilities and lines marked by the appropriate utility provider have been located on this survey.
2. No abstract of title nor title commitment, or results of a title search were furnished to the surveyor. All documents of record reviewed were provided by Benton County records. There may exist other documents of record that may affect this surveyed parcel.
3. No additional investigation or independent search by Swope Engineering has been made for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
4. This survey is valid only if the drawing includes the seal and signature of the surveyor.
5. Declaration is made to original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.

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2 OF 2

FLOOD INFORMATION

This property lies in Zone 'X' (Special Flood Hazard Areas Inundated by 100-year Flood) as determined from the F.J.R.M. maps of Benton County, Arkansas, and Incorporated Areas, Map Number 05007C0255K, effective June 5, 2012.

Zone R-1 Building Setbacks	
Front/Exterior Side	15'
Side	7'
Rear	25'



**LOT SPLIT
FOR**

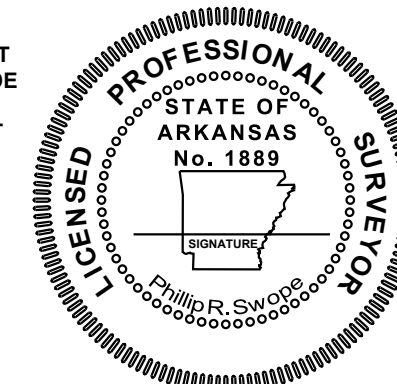
BLEVINS, RACHEL ELIZABETH
& WHIDDON, MITCHELL
722 WEST CENTRAL AVENUE
BENTONVILLE, AR 72712

PARCEL #'S 01-02368-000 & 01-02366-000

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



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 12 OF
DICKSONS ADDITION, CREATING NEW LOTS 52 AND 55 OF DICKSONS ADDITION
TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA24-0001)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line dedication of LOT 12 OF DICKSONS ADDITION CREATING NEW LOTS 52 AND 55 OF DICKSONS ADDITION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 7, 2025;

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 right of way and easement dedication of LOT 12 OF DICKSONS ADDITION CREATING NEW LOTS 52 AND 55 OF DICKSONS 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 _____, 2025.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



Property Line Adjustment - Lot 1 of Airport Road Shopping Center Subdivision

1261 Southwest Regional Airport Boulevard

PC Date: 1/7/2025

Staff Report Details

Project Number	PLA24-0025
Applicant / Current Owner	JP Specialty LLC
Site Area	+/- 3.5 Acres
	C-1, Neighborhood Commercial
Requested Zoning	NA
Current Future Land Use Map Designation	General Commercial
Requested Future Land Use Map Designation	NA
Development Type / Use	
Related projects	

Property Description

Property Line Adjustment: Creating New Lot 1 of Airport Road Shopping Center Subdivision, JP Specialty LLC, 1261 Southwest Regional Airport Boulevard, C-1, Neighborhood Commercial, PLA24-0025

A variable width Utility Easement and a variable width Drainage Easement is dedicated per the plat. Right of Way per the Master Street Plan has been dedicated per separate instrument.

Project Details

Relationship to the Community Plan

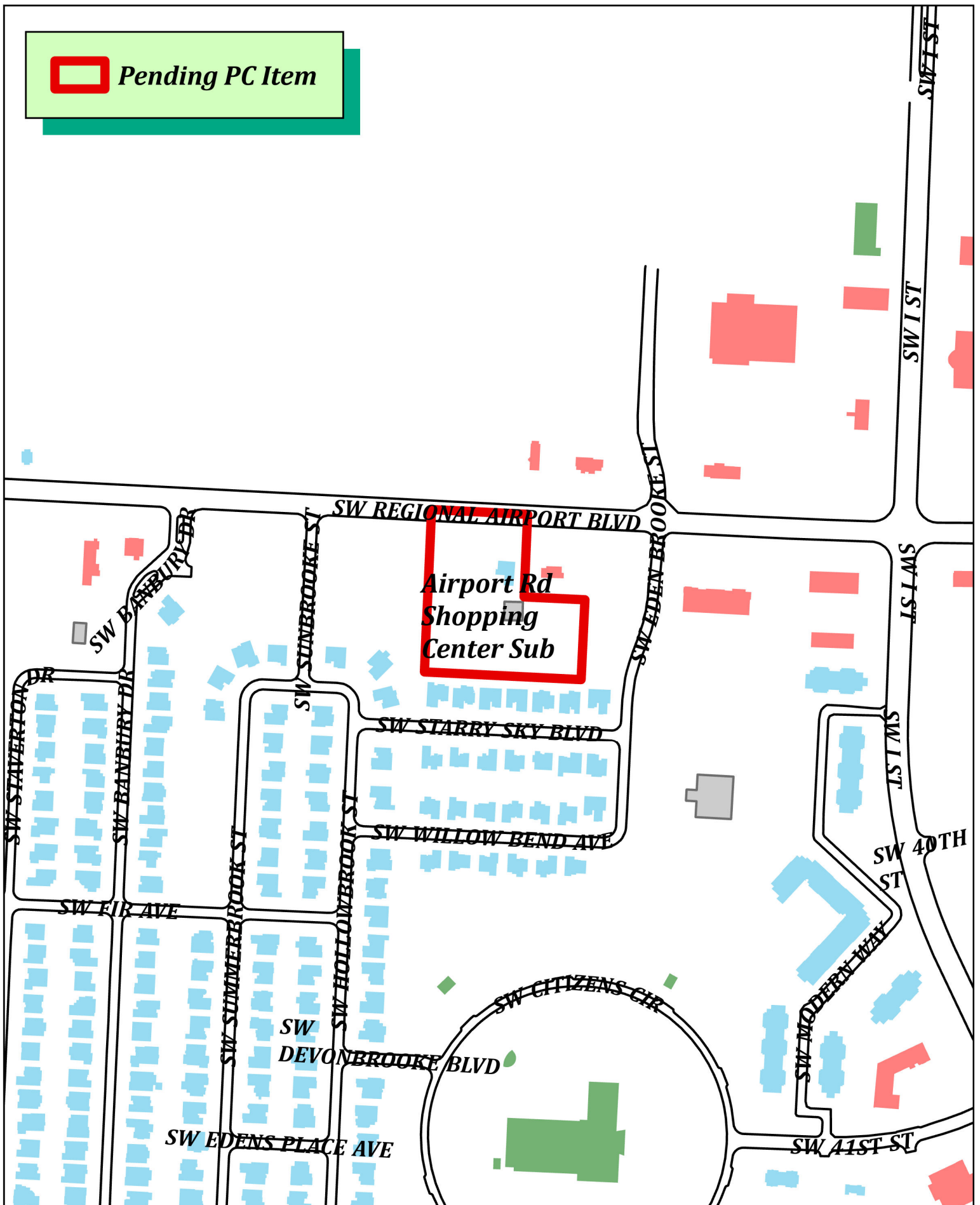
Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers**Conclusion****Additional Details**



Pending PC Item



PLA24-0025

Airport Rd. Shopping Center Sub
1261 SW REGIONAL AIRPORT BLVD



PROPERTY LINE ADJUSTMENT CREATING NEW LOT 1 OF AIRPORT ROAD SHOPPING CENTER SUBDIVISION

ADJACENT LAND OWNERS

- 1) HARMON, DENNIS D & BARBARA J
1662 SW REGIONAL AIRPORT BLVD
BENTONVILLE, AR 72713
PARCEL #18-08905-000
- 2) WAL-MART REAL ESTATE BUSINESS TRUST
SW REGIONAL AIRPORT BLVD
BENTONVILLE, AR
PARCEL #01-15860-002
LOT 22
ZONED: C-2
- 3) 909 FRANKLIN STREET LLC
1200 SW REGIONAL AIRPORT BLVD
BENTONVILLE, AR
PARCEL #01-15860-001
LOT 21
ZONED: C-2
- 4) ROSE PROPERTIES LLC
1253 SW REGIONAL AIRPORT BLVD
BENTONVILLE, AR
PARCEL #01-07948-000
ZONED: C-2
- 5) NWA WIRED LLC
1101 SW REGIONAL AIRPORT BLVD
BENTONVILLE, AR
PARCEL #01-12789-000
LOT 3
ZONED: C-2
- 6) BELLA TERRA LLC
PO BOX 10918
FAYETTEVILLE, AR 72703-0051
PARCEL #01-12790-000
LOT 4
ZONED: C-1
- 7) DIGIACOMO, ROBER FRANK & MARIA MARGARET
1202 SW STARRY SKY BLVD
BENTONVILLE, AR
PARCEL #01-12792-000
LOT 6
ZONED: R-1
- 8) SURE, SREDEVI & VANTERU, SRINIVASULU REDDY
1204 SW STARRY SKY BLVD
BENTONVILLE, AR
PARCEL #01-12793-000
LOT 7
ZONED: R-1
- 9) SHELTON, HEATHER HIERS & MICHAEL WAYNE
1306 SW STARRY SKY BLVD
BENTONVILLE, AR
PARCEL #01-12794-000
LOT 8
ZONED: R-1
- 10) HENNESSEY, IAN EDWARD & KLOSS, ABIGAIL LYNN
1300 SW STARRY SKY BLVD
BENTONVILLE, AR
PARCEL #01-12795-000
LOT 9
ZONED: R-1
- 11) ZEIDAN, KHALED RIDA ABDUL
1302 STARRY SKY BLVD
BENTONVILLE, AR
PARCEL #01-12796-000
LOT 10
ZONED: R-1
- 12) JOHN, JAMES JOHNSON
1304 SW STARRY SKY BLVD
BENTONVILLE, AR
PARCEL #01-12797-000
LOT 11
ZONED: R-1
- 13) LIDDEKKE, MICHAEL
1400 SW SUMMERFIELD AVE
BENTONVILLE, AR
PARCEL #01-15085-000
LOT 3
ZONED: R-1
- 14) LAM, JACK M & CHERYL
1402 SW SUMMERFIELD AVE
BENTONVILLE, AR
PARCEL #01-15085-000
LOT 3
ZONED: R-1
- 15) BELLA T ERRA LLC
SW REGIONAL AIRPORT BLVD
BENTONVILLE, AR
PARCEL #01-15083-000
LOT 1
ZONED: C-1

SURVEY DESCRIPTIONS:

PREVIOUS PARCEL #01-07949-000:
A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING FROM THE SOUTHWEST CORNER OF SAID EIGHTY ACRE TRACT AND RUNNING THENCE N02°19'34"E 2176.36' TO AN EXISTING REBAR, THENCE N02°18'25"E 109.29' TO AN EXISTING REBAR, THENCE N02°41'51"E 116.94' TO AN EXISTING REBAR MARKING THE TRUE POINT OF BEGINNING AND RUNNING THENCE N02°41'51"E 235.87', THENCE S87°08'24"E 273.89', THENCE S02°40'13"W 234.97' TO AN EXISTING REBAR, THENCE N87°19'47"W 274.00' TO THE POINT OF BEGINNING, CONTAINING 1.48 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION IN SOUTHWEST REGIONAL AIRPORT BOULEVARD MASTER STREET PLAN RIGHT-OF-WAY ON THE NORTH SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PREVIOUS PARCEL #01-07950-000:
A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR WHICH IS N02°19'34"E 2176.36' FROM THE SOUTHWEST CORNER OF SAID EIGHTY ACRE TRACT AND RUNNING THENCE N02°18'25"E 109.29' TO AN EXISTING REBAR, THENCE N02°41'51"E 116.94' TO AN EXISTING REBAR, THENCE S87°19'47"E 447.37' TO AN EXISTING REBAR, THENCE S02°45'35"W 227.22' TO AN EXISTING REBAR, THENCE N87°12'04"W 446.38' TO THE POINT OF BEGINNING, CONTAINING 2.33 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 1:
A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR WHICH IS N02°19'34"E 2176.36' FROM THE SOUTHWEST CORNER OF SAID EIGHTY ACRE TRACT AND RUNNING THENCE N02°18'25"E 109.29' TO AN EXISTING REBAR, THENCE N02°41'51"E 303.57' TO THE SOUTH RIGHT-OF-WAY IN SOUTHWEST REGIONAL AIRPORT BOULEVARD/ARKANSAS HIGHWAY #12, THENCE LEAVING SAID WEST LINE AND ALONG SAID RIGHT-OF-WAY S87°06'29"E 273.91', THENCE LEAVING SAID RIGHT-OF-WAY S02°40'13"W 185.58' TO AN EXISTING REBAR, THENCE S87°19'47"E 173.37' TO AN EXISTING REBAR, THENCE S02°45'35"W 227.22' TO AN EXISTING REBAR, THENCE N87°12'04"W 446.38' TO THE POINT OF BEGINNING, CONTAINING 3.50 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

MASTER STREET PLAN RIGHT-OF-WAY DEDICATION:
A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING FROM THE SOUTHWEST CORNER OF SAID EIGHTY ACRE TRACT AND RUNNING THENCE N02°19'34"E 2176.36', THENCE N02°18'25"E 109.29' TO AN EXISTING REBAR, THENCE N02°41'51"E 303.57' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE N02°41'51"E 49.24', THENCE S87°08'24"E 273.89', THENCE S02°40'13"W 49.39', THENCE N87°06'29"E 273.91' TO THE POINT OF BEGINNING, CONTAINING 0.31 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

VARIABLE WIDTH DRAINAGE EASEMENT PER THIS PLAT:
A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING FROM THE SOUTHWEST CORNER OF SAID EIGHTY ACRE TRACT AND RUNNING THENCE N02°19'34"E 2176.36', THENCE N02°18'25"E 109.29' TO AN EXISTING REBAR, THENCE N02°41'51"E 34.89' TO THE POINT OF BEGINNING AND RUNNING THENCE N02°41'51"E 268.69', THENCE S87°06'29"E 39.65', THENCE S02°49'46"W 156.82', THENCE S87°18'04"E 83.69', THENCE S02°41'53"W 34.30', THENCE N87°18'07"W 64.49', THENCE S02°41'53"W 7.17', THENCE S03°21'39"W 70.00', THENCE N87°18'06"W 16.07' TO THE POINT OF BEGINNING, CONTAINING 0.28 ACRES, MORE OR LESS.

VARIABLE WIDTH UTILITY EASEMENT PER THIS PLAT:
A VARIABLE WIDTH UTILITY EASEMENT LOCATED IN A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 A VARIABLE WIDTH UTILITY EASEMENT LOCATED IN A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING FROM THE SOUTHWEST CORNER OF SAID EIGHTY ACRE TRACT AND RUNNING THENCE N02°19'34"E 2176.36' TO AN EXISTING REBAR, THENCE N02°18'25"E 109.29' TO AN EXISTING REBAR, THENCE N02°41'51"E 11.63', THENCE N87°16'44"W 90.52', THENCE N02°47'45"E 30.00', THENCE S87°17'46"E 21.14', THENCE N02°41'53"E 11.80', THENCE S87°18'07"E 28.00' THENCE S02°41'53"W 21.82', THENCE S87°16'44"E 33.05', THENCE N47°42'14"E 20.33', THENCE N02°39'29"E 115.48', THENCE N87°17'46"W 28.83', THENCE N02°42'14"E 20.00', THENCE S87°17'46"E 28.83', THENCE N02°42'14"E 11.99', THENCE S87°29'19"E 19.86', THENCE S02°40'13"W 153.29' TO AN EXISTING REBAR, THENCE S87°19'47"E 173.37' TO AN EXISTING REBAR, THENCE S02°45'35"W 32.36' TO THE POINT OF BEGINNING, CONTAINING 0.29 ACRES, MORE OR LESS.

BEUD NOTES:

- OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE.
- BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
- ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
- IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479-271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
- IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE

OWNER'S CERTIFICATION:

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.

JP BENTONVILLE LLC
174 W STAVE MILL RD
ROGERS, AR 72756

PROPERTY OWNER/DEVELOPER:
JP BENTONVILLE LLC
174 W STAVE MILL RD
ROGERS, AR 72756

SOURCE OF TITLE: WARRANTY DEED L202403802

DATE OF EXECUTION: _____

CONTACT INFO:
josan-gurmeet@yahoo.com

PRINTED: _____ SIGNED: _____

SUBSCRIBED AND SWORN BEFORE ME, THIS ____ DAY OF ____, 2024.

NOTARY PUBLIC

PLAT NOTES:

1) RECORD (R) BEARINGS AND DISTANCES ARE SHOWN PER WARRANTY DEED L2024-3802 WHERE POSSIBLE. SOME BEARINGS & DISTANCES CANNOT BE SHOWN DUE TO RIGHT-OF-WAY ACQUISITION.

2) SOME FEATURES AND/OR SYMBOLS ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR VISUAL CLARITY.

3) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES, GIS, AND/OR UTILITY MAPS PROVIDED BY LOCAL UTILITY COMPANIES. NOT ALL UTILITY COMPANIES MAY HAVE RESPONDED TO OUR REQUEST FOR MAPS AND/OR INFORMATION. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.

4) THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OF PLAN.

5) 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.

6) 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.

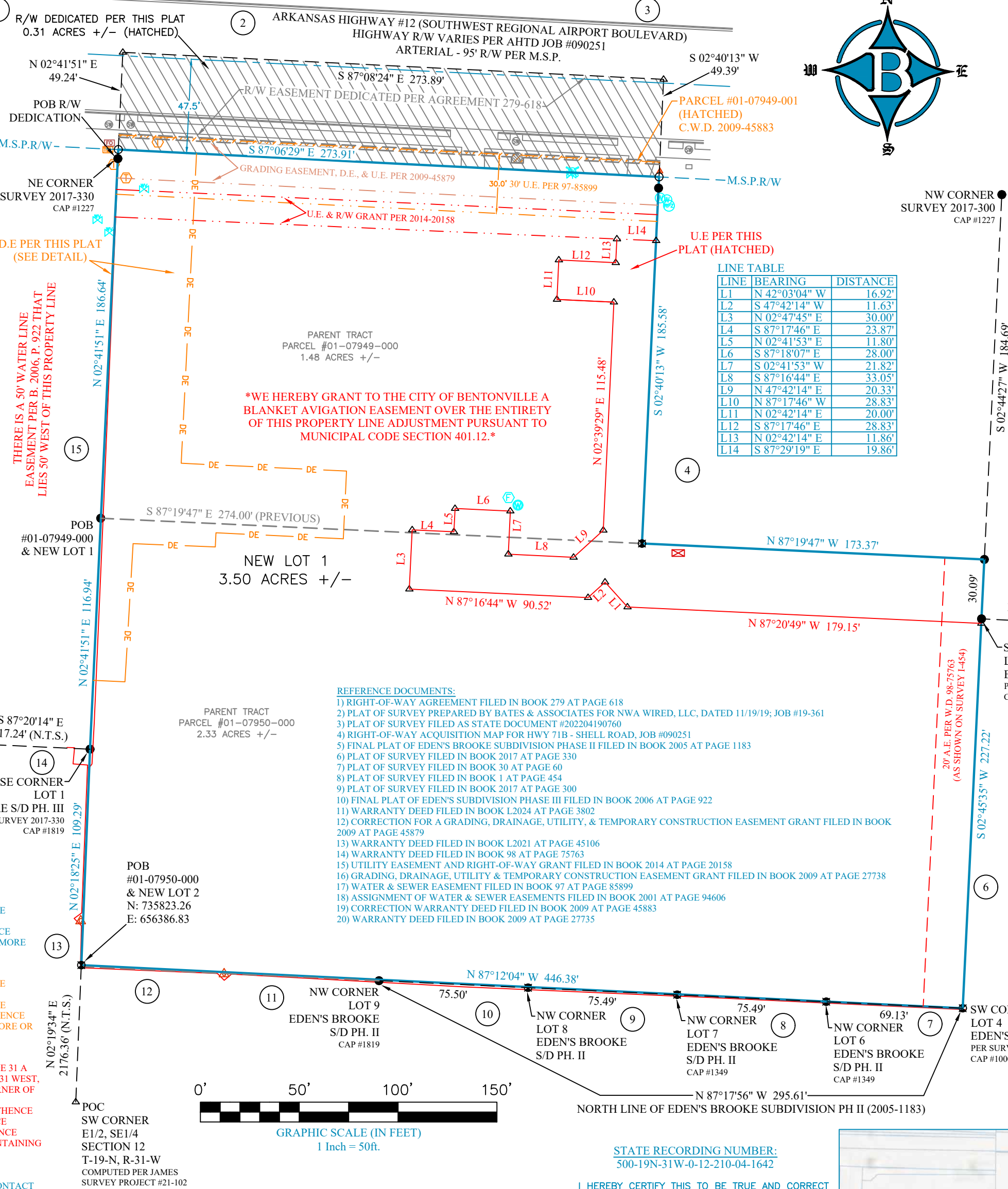
7) BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

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

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

10) ALL SIDEWALKS SHALL BE INSTALLED BY THE TIME FRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.

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

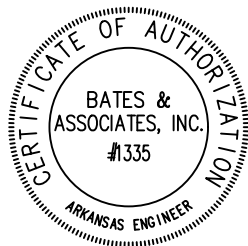


REFERENCE DOCUMENTS:

- RIGHT-OF-WAY AGREEMENT FILED IN BOOK 279 AT PAGE 618
- PLAT OF SURVEY PREPARED BY BATES & ASSOCIATES FOR NWA WIRED, LLC, DATED 11/19/19; JOB #19-361
- PLAT OF SURVEY FILED AS STATE DOCUMENT #20204190760
- RIGHT-OF-WAY ACQUISITION MAP FOR HWY 71B - SHELL ROAD, JOB #090251
- FINAL PLAT OF EDEN'S BROOKE SUBDIVISION PHASE II FILED IN BOOK 2005 AT PAGE 1183
- PLAT OF SURVEY FILED IN BOOK 2017 AT PAGE 330
- PLAT OF SURVEY FILED IN BOOK 30 AT PAGE 60
- PLAT OF SURVEY FILED IN BOOK 1 AT PAGE 454
- PLAT OF SURVEY FILED IN BOOK 2017 AT PAGE 300
- FINAL PLAT OF EDEN'S SUBDIVISION PHASE III FILED IN BOOK 2006 AT PAGE 922
- WARRANTY DEED FILED IN BOOK L2024 AT PAGE 3802
- CORRECTION FOR A GRADING, DRAINAGE, UTILITY, & TEMPORARY CONSTRUCTION EASEMENT GRANT FILED IN BOOK 2009 AT PAGE 45879
- WARRANTY DEED FILED IN BOOK L2021 AT PAGE 45106
- WARRANTY DEED FILED IN BOOK 98 AT PAGE 75763
- UTILITY EASEMENT AND RIGHT-OF-WAY GRANT FILED IN BOOK 2014 AT PAGE 20158
- GRADING, DRAINAGE, UTILITY & TEMPORARY CONSTRUCTION EASEMENT GRANT FILED IN BOOK 2009 AT PAGE 27738
- WATER & SEWER EASEMENT FILED IN BOOK 97 AT PAGE 58599
- ASSIGNMENT OF WATER & SEWER EASEMENTS FILED IN BOOK 2001 AT PAGE 94606
- CORRECTION WARRANTY DEED FILED IN BOOK 2009 AT PAGE 45883
- WARRANTY DEED FILED IN BOOK 2009 AT PAGE 27735

STATE RECORDING NUMBER:
500-19N-31W-0-12-210-04-1642

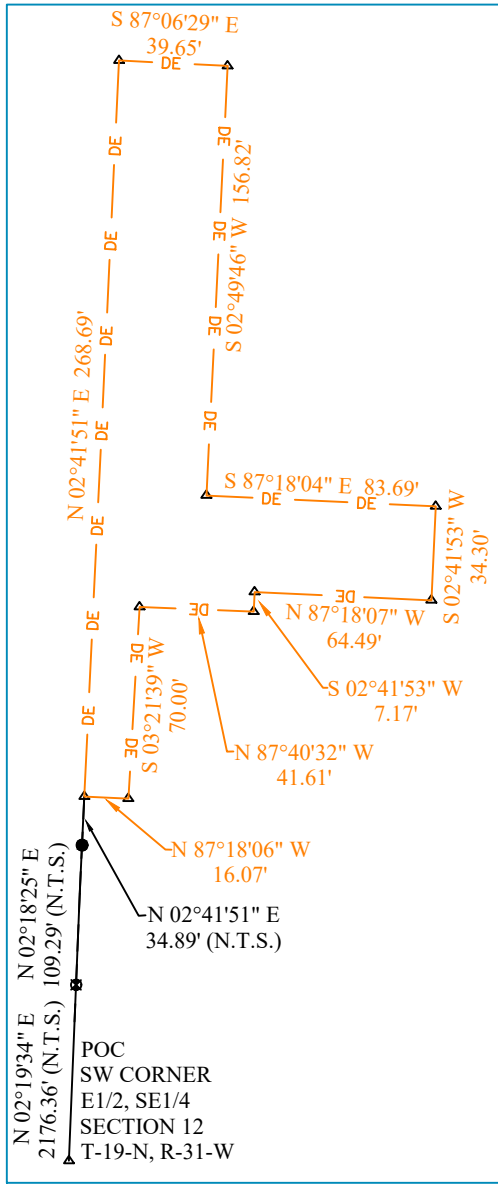
I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 15TH DAY OF AUGUST, 2024.



DATE:

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.

D.E. DETAIL (N.T.S.)



SE CORNER LOT 3 EDEN'S BROOKE S/D PH. II PER SURVEY 2017-300 CAP #1349

LAST SITE VISIT:
AUGUST 15, 2024

ATLAS PAGE:
484

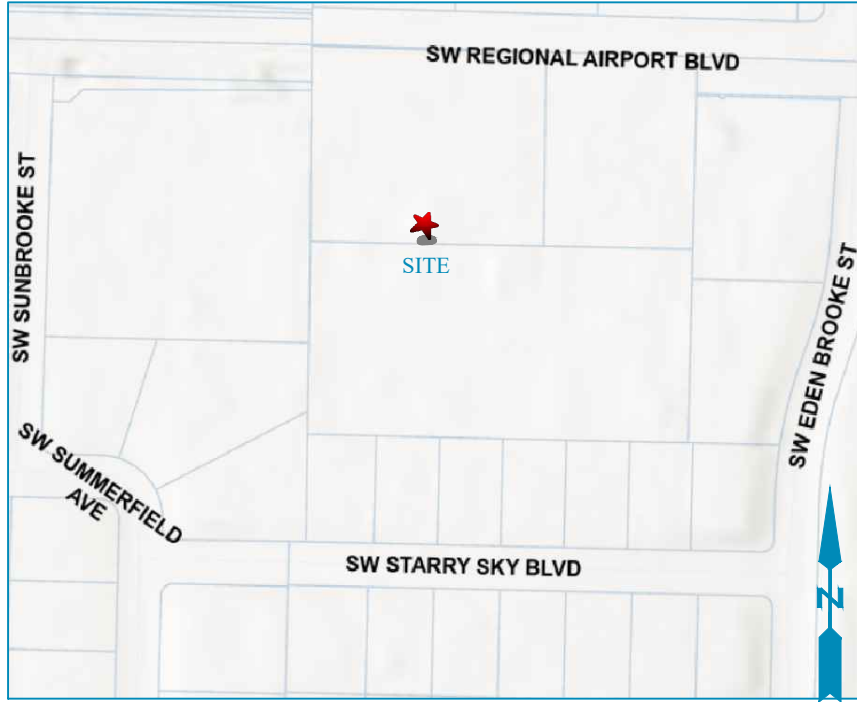
BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE NAD83(2011) HORIZONTAL DATUM

PROPERTY ZONED:
C-1

BUILDING SETBACK NOTE:
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

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY 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 #05007C0255K. DATED 6/5/2012)

VICINITY MAP



VICINITY MAP NOT TO SCALE
BENTONVILLE PROJECT #PLA24-0025

RECORDING NUMBER/DATE			
DATE	REVISION #	REVISION #1	REVISION #2
09/27/24			
10/09/24			
BOUNDARY LINE (MEASURED)			
BOUNDARY LINE (EXISTING)			
FORTY LINE/TILE LINE			
CENTERLINE OF ROAD			
RIGHT-OF-WAY			
FENCE			
INGRESS & EGRESS EASEMENT			
UTILITY EASEMENT			
DRAINAGE EASEMENT			
LEGEND:			
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DISTANCE			
(R) RECORD BEARING & DISTANCE			
(M) MEASURED BEARING & DISTANCE			
FOUND 5/8" REBAR			
FOUND 3/8" REBAR			
COMPUTED POINT			
ADJ. LAND OWNER			
ELECTRIC UNIT			
WATER VALVE			
BACKFLOW PREVENTER			
WELL HEAD			
FIBER OPTIC VAULT			
Location Map:			
R-31-W			
T-19-N			
FOR USE AND BENEFIT OF:			
GURMEET JOSAN			
ADDRESS:			
7230 S. Pleasant Ridge Dr. • Fayetteville, Arkansas 72704 • 479-442-9380			
DATE: 10/09/24	SCALE: 1"=60'		
SURVEYED/DRAFTED:			
CW, PS, BA			
DRAFT DATE: 10/09/24			
REVIEWED: DT			
COA: #1335			
DRAWING #22-005 INC. SUB 2024			

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF PREVIOUSLY
UNPLATTED LAND, CREATING NEW LOT 1 OF AIRPORT ROAD SHOPPING
CENTER SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR
OTHER PURPOSES.**

(PROJECT NUMBER: PLA24-0025)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line dedication of PREVIOUSLY UNPLATTED LAND CREATING NEW LOT 1 OF AIRPORT ROAD SHOPPING CENTER SUBDIVISION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 7, 2025;

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 right of way and easement dedication of PREVIOUSLY UNPLATTED LAND CREATING NEW LOT 1 OF AIRPORT ROAD SHOPPING CENTER 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 _____, 2025.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



Property Line Adjustment - Lot 21, Block 1 of Smartt's Addition

407 Southwest A Street

PC Date: 1/7/2025

Staff Report Details

Project Number	PLA24-0032
Applicant / Current Owner	Roberts Property Development
Site Area	+/- .36 Acres
Current Zoning	DC, Downtown Core
Requested Zoning	NA
Current Future Land Use Map Designation	Downtown Commercial
Requested Future Land Use Map Designation	NA
Development Type / Use	
Related projects	LSD24-0040

Property Description

Property Line Adjustment: Combining Lots 10 and 11, of Block 1 Smartt's Addition creating Lot 21, Block 1 of Smartt's Addition, 407 Southwest A Street. DC, Downtown Core, PLA24-0032

A Property Line Adjustment combining Lots 10 and 11, of Block 1 Smartt's Addition creating New Lot 21, Block 1 of Smartt's Addition. The plat is dedicating a 3.7 foot wide pedestrian easement along Southwest A Street. The Right of Way along Southwest A Street is adequate per the Master Street Plan. A 12.5 foot access and utility easement is being dedicated per this plat.

Project Details

Relationship to the Community Plan

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers**Conclusion****Additional Details**



**Pending PC
Item**

SW 4TH ST

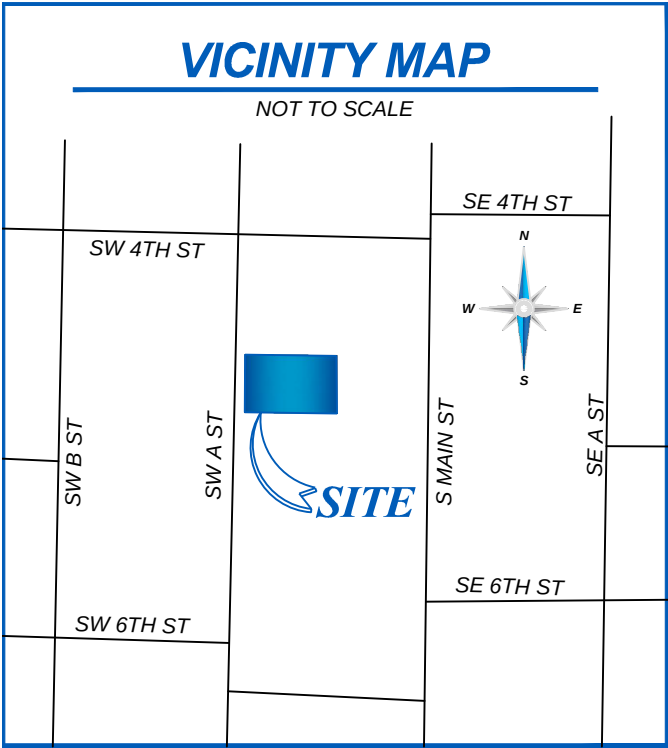
SW A ST

S MAIN ST



PLA24-0032
Smartt's Addition Creating Lot 21 Block 1
407 SW A ST





PROPERTY LINE ADJUSTMENT COMBINING LOTS 10 AND 11, BLOCK 1 SMARTT'S ADDITION CREATING LOT 21, BLOCK 1 SMARTT'S ADDITION

407 SOUTHWEST A STREET, BENTONVILLE, BENTON COUNTY, ARKANSAS 72712

RECORD DESCRIPTION (PARENT TRACT)

INSTRUMENT NO. L202329434
LOT 10, BLOCK 1, SMARTT'S ADDITION, BENTONVILLE, BENTON COUNTY ARKANSAS.

AND

LOT 11, BLOCK 1, SMARTT'S ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS.
TOGETHER WITH RIGHTS, TITLE, AND INTEREST TO A SANITARY SEWER EASEMENT MORE
FULLY SET OUT IN BOOK 2002, PAGE 11324 OF THE RECORDS OF BENTON COUNTY,
ARKANSAS.

SUBJECT TO EASEMENTS, RIGHTS-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF
ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATION AND OIL AND GAS LEASES, IF ANY.

SURVEY DESCRIPTION

LOT 21, BLOCK 1
A PART OF LOT 10, LOT 11, BLOCK 1, SMARTT'S ADDITION, BENTONVILLE, BENTON COUNTY,
ARKANSAS. TOGETHER WITH RIGHTS, TITLE, AND INTEREST TO A SANITARY SEWER
EASEMENT MORE FULLY SET OUT IN BOOK 2002, PAGE 11324 OF THE RECORDS OF BENTON
COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" REBAR MARKING THE NORTHEAST CORNER OF SAID LOT 10,
THENCE S01°31'16"W 99.62 FEET TO A FOUND 5/8" REBAR; THENCE N87°20'30"W 159.21 FEET TO
A FOUND CHISELED "X" IN CONCRETE LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF
SOUTHWEST "A" STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE N02°24'12"E 99.60 FEET TO
A FOUND 5/8" REBAR; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE S87°20'30"E 157.68
FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 15,780 SQ. FEET OR 0.362
ACRES MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

EASEMENT DESCRIPTION

PROPOSED 12.5' ACCESS & UTILITY EASEMENT:

COMMENCING FROM A FOUND 1/2" REBAR MARKING THE NORTHEAST CORNER OF LOT 10,
SMARTT'S ADDITION, PLAT BOOK G, AT PAGE 243, THENCE ALONG THE EAST LINE OF SAID
LOT 10 S01°31'16"W 12.58 FEET; THENCE N88°28'44"W 4.91 FEET TO THE TRUE POINT OF
BEGINNING; THENCE CONTINUING N88°28'44"W 10.09 FEET; THENCE S01°31'16"W 7.41 FEET;
THENCE N87°42'59"W 106.57 FEET; THENCE N57°17'39"W 41.90 FEET; THENCE S87°20'30"E 24.96
FEET; THENCE S57°17'39"E 16.89 FEET; THENCE S87°42'59"E 110.02 FEET; THENCE S30°00'00"E
5.86 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 1,720 SQ. FEET OR 0.039
ACRES MORE OR LESS.

PROPOSED 15' ACCESS & UTILITY EASEMENT:

COMMENCING FROM A FOUND 1/2" REBAR MARKING THE NORTHEAST CORNER OF LOT 10,
SMARTT'S ADDITION, PLAT BOOK G, AT PAGE 243, THENCE ALONG THE EAST LINE OF SAID
LOT 10 S01°31'16"W 12.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE S01°31'16"W 15.00
FEET; THENCE DEPARTING FROM SAID EAST LINE N88°28'44"W 15.00 FEET; THENCE
N01°31'16"E 15.00 FEET; THENCE S88°28'44"E 15.00 FEET RETURNING TO THE POINT OF
BEGINNING, CONTAINING 225 SQ. FEET OR 0.005 ACRES MORE OR LESS AND SUBJECT TO ALL
EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PROPOSED 3.7' PEDESTRIAN ACCESS EASEMENT:

COMMENCING FROM A FOUND 1/2" REBAR MARKING THE NORTHEAST CORNER OF LOT 10,
SMARTT'S ADDITION, PLAT BOOK G, AT PAGE 243, THENCE ALONG THE NORTH LINE OF SAID
LOT 10 N87°20'30"W 157.68 FEET; THENCE DEPARTING FROM SAID NORTH LINE S02°24'12"W
25.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE S87°35'04"E 3.70 FEET; THENCE
S02°24'56"W 85.60 FEET; THENCE N87°35'04"W 3.70 FEET; THENCE N02°24'56"E 85.60 FEET
RETURNING TO THE POINT OF BEGINNING, CONTAINING 317 SQ. FEET OR 0.007 ACRES MORE
OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

RIGHT-OF-WAY DEDICATION

COMMENCING FROM A FOUND 1/2" REBAR MARKING THE NORTHEAST CORNER OF LOT 10,
SMARTT'S ADDITION, PLAT BOOK G, AT PAGE 243, THENCE ALONG THE NORTH LINE OF SAID
LOT 10 N87°20'30"W 157.68 FEET TO THE TRUE POINT OF BEGINNING; THENCE DEPARTING
FROM SAID NORTH LINE S02°24'12"W 99.60 FEET; THENCE N87°20'30"W 6.79 FEET; THENCE
N01°31'16"E 99.62 FEET; THENCE S87°20'30"E 8.32 FEET RETURNING TO THE POINT OF
BEGINNING, CONTAINING 752 SQ. FEET OR 0.017 ACRES MORE OR LESS AND SUBJECT TO ALL
EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

MISCELLANEOUS NOTES

STATE RECORDING NUMBER:
500-20N-30W-0-31-120-04-1926

COMPLETED FIELD WORK:
OCTOBER 28, 2024

REFERENCE DOCUMENTS:
1. WARRANTY DEED RECORDED AS FILE NO. L202329434.
2. SURVEY PLAT RECORDED AS PLAT BOOK G AT PAGE 243.

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.

TO THE SURVEYOR'S KNOWLEDGE, 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 AND 401.13.

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.

ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN
900.08 OF THE STREET SPECIFICATIONS.

LAND AREA

15,780 SQ. FEET ±
0.362 ACRES ±

SIGNATURE BLOCKS

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 AND ADDRESS: _____

PRINT NAME: _____

SOURCE OF TITLE: D.R. _____

PAGE _____

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 M. 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 M. MCKELVIN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. AR 1926
STATE OF ARKANSAS

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE
FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0255K,
WHICH BEARS AN EFFECTIVE DATE OF 6/5/2012 AND IS NOT IN A SPECIAL
FLOOD HAZARD AREA

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

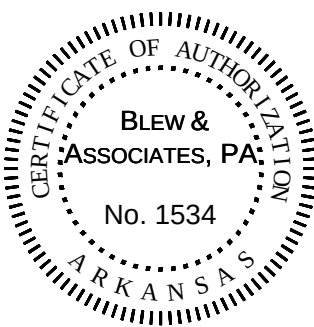
UTILITY INFORMATION

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

OWNER/DEVELOPER

NOW OR FORMERLY: PRISM DESIGN STUDIO, LLC
ADDRESS: 407 SOUTHWEST A STREET, BENTONVILLE, AR 72712
EMAIL: JENNY.BURBIDGE@PRISMDS.COM
PHONE: 479-636-4838
APN: 01-04224-000; 01-04225-000

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 3RD DAY OF DECEMBER, 2024.



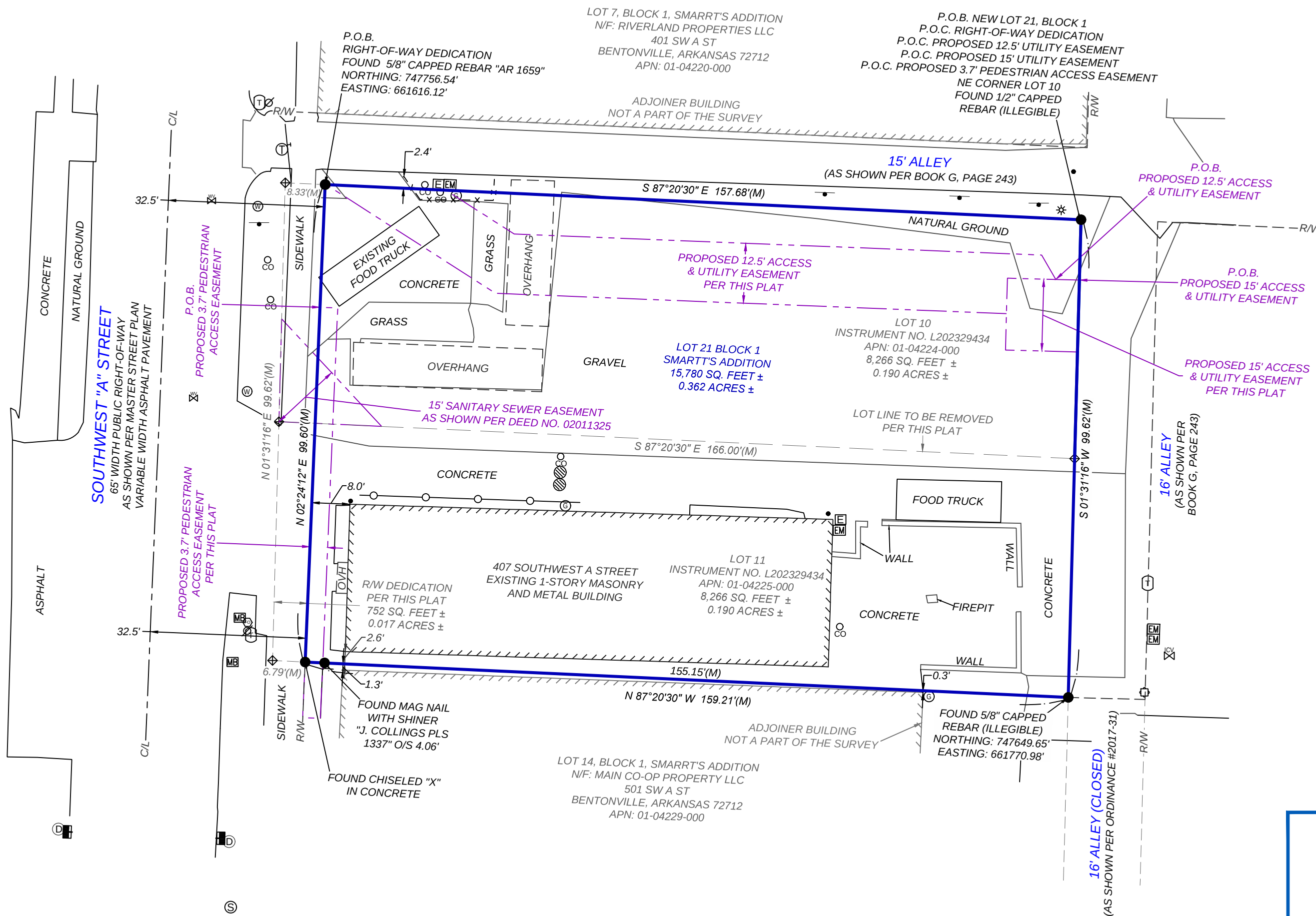
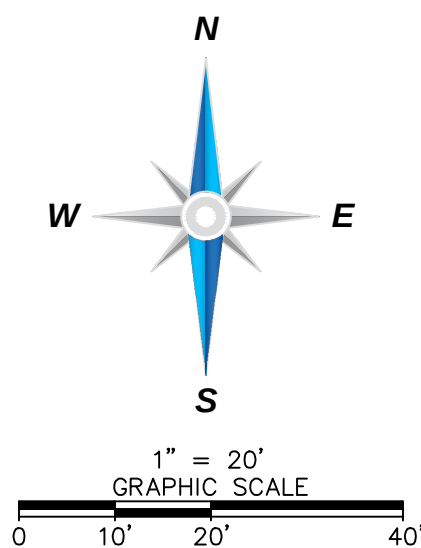
IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND
NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT
THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE
CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT
DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

PROPERTY LINE ADJUSTMENT COMBINING LOTS 10 AND 11, BLOCK 1
SMARTT'S ADDITION CREATING LOT 21, BLOCK 1 SMARTT'S ADDITION

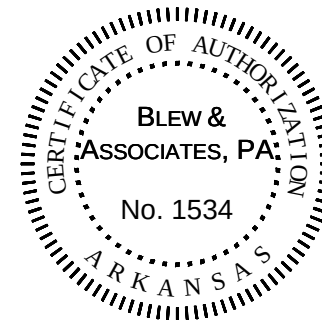
407 SOUTHWEST A STREET, BENTONVILLE, BENTON COUNTY, ARKANSAS 72712

LEGEND & SYMBOLS

- FOUND MONUMENT AS NOTED
- COMPUTED POINT
- SIGN
- WATER VALVE
- SANITARY MANHOLE
- BOLLARD
- POWER POLE
- ELECTRIC METER
- MAILBOX
- ELECTRIC CABINET
- WATER METER
- GAS METER
- LIGHT POLE
- STORM MANHOLE
- CURB INLET
- TELEPHONE PEDESTAL
- CLEANOUT
- TELEPHONE MANHOLE
- GREASE TRAP
- ELECTRIC BOX
- IRRIGATION CONTROL VALVE
- FIBER OPTIC VAULT
- OVH
- P.O.C.
- P.O.B.
- (M)
- BOUNDARY LINE
- EASEMENT LINE
- R/W
- RIGHT-OF-WAY LINE
- FENCE LINE
- GUARDRAIL
- C/L
- CENTERLINE OF ROAD



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 3RD DAY OF DECEMBER, 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.

BLEW & ASSOCIATES, P.A.
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: 24-7735	SURVEY DRAWN BY: BDM - 10/30/2024
SURVEY REVIEWED BY: TPN	SCALE: 1" = 20'
FOR THE USE AND BENEFIT OF: PRISM DESIGN STUDIO, LLC	CITY OF BENTONVILLE PROJECT NO.: PLA-24-0032

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 10 AND 11, BLOCK 1 OF SMARTT'S ADDITION CREATING NEW LOT 21, BLOCK 1 OF SMARTT'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: PLA24-0032)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line dedication of LOTS 10 AND 11, BLOCK 1 OF SMARTT'S ADDITION CREATING NEW LOT 21, BLOCK 1 OF SMARTT'S ADDITION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 7, 2025;

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 right of way and easement dedication of LOTS 10 AND 11, BLOCK 1 OF SMARTT'S ADDITION CREATING NEW LOT 21, BLOCK 1 OF SMARTT'S 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 _____, 2025.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



Future Land Use Map Amendment - Amazing Land Development - Open Space to Low Density Residential (LDR)

1600 and 1602 Northwest 3rd Street

PC Date: 1/7/2025

Staff Report Details

Project Number	RZ24-0051
Applicant / Current Owner	Amazing Land Company LLC
Site Area	+/- [Site_Area] Acres
Current Zoning	R-E, Residential Estate
Requested Zoning	R-1, Low-Density Single-Family Residential
Current Future Land Use Map Designation	Open Space
Requested Future Land Use Map Designation	Low Density Residential (LDR)
Development Type / Use	
Related projects	

Property Description

The subject property is located along Northwest 3rd Street. The property is presently zoned R-E, Residential Estate, with a land use designation of Open Space. The property has direct access to Northwest 3rd Street and Northwest Appaloosa. Surrounding zoning districts include R-1, Low Density Single Family Residential.

Project Details

The applicant has requested a rezoning of the property from R-E, Residential Estate to R-1, Low-Density Single-Family Residential. The applicant states in their narrative they are requesting the rezoning in order to develop a single-family subdivision,

Relationship to the Community Plan

The property is presently designated as Open Space and is surrounded by Low Density residential to the south, east, north, and west.

Relationship to the Community Plan

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

This zoning request does not align with the Future Land Use Map, recommending agricultural as an appropriate zoning designation. But, the location is within Priority Area 2 of the Community Plan, Infill Development which calls for investment into properties that already have access to city services.

From a built environment lens, R-1 and its supported housing types fits within the surrounding development.

The applicant states there is a minimal increase in traffic from the zoning change.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

Conclusion

While the rezoning is not consistent with the Future Land Use Plan, given this property's location within low density housing types, staff recommends approval of this request.

Additional Details



**Pending PC
Item**



RZ24-0051
Amazing Land Development
R-E to R-1



27 November 2024
City of Bentonville
Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Amazing Land Development Rezone Narrative

Below is the narrative of the rezone of Lot 2 of Lot Split Forrest Oaks Subdivision as recorded at Plat #L2017056697, Benton County, Arkansas and a portion of Lot 1 of Lot Split Forrest Oaks Subdivision as recorded at Plat #L2017056697, Benton County, Arkansas located on NW 3rd Street. Please accept this narrative for review in conjunction with the rezone application.

Intent:

Amazing Land Company, LLC, in collaboration with Development Consultants, Inc., are proposing a rezone of Lot 2 and a portion of Lot 1 of Lot Split Forrest Oaks Subdivision along NW 3rd Street in Bentonville, Arkansas. The current zone is R-E, residential estate, and the proposed zoning is R-1, low density single family residential. The rezone is being requested to help fulfill Bentonville's future plan for smart infill by providing R-1 homes which matches the zoning of the surrounding residential neighborhoods. The proposed Future Land Use map shows this parcel as Suburban Neighborhood which closely resembles the R-1 zoning being proposed. The 2018 Land Use Plan denotes the parcel as open space, but as noted above, an R-1 zone is fully compatible with Low-Density Residential. Traffic impacts are expected to be minimal as the size and shape of the lot limits the number of buildable lots that conform to R-1 standards. Signage and appearance will conform to Bentonville UDC standards for the R-1 designation. A 12" water line is available along NW 3rd Street and an 8" water line is available at NW Appaloosa. An 8" sewer main is also available at NW Appaloosa.

If you have any questions regarding the request of this letter, please do not hesitate to reach out to me at 479-444-7880, or at ChaseH@DCIUS.PRO

Sincerely,


Chase Henrichs, P.E.

NOTICE OF INTENT TO REZONE

AMAZING LAND COMPANY LLC & GARRETT, JEFFREY & GARRETT, TYLER KELSEY has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-E to R-1

The legal description of the property is as follows:

EXHIBIT A - PROPERTY DESCRIPTION

The common description of the property is: 1600 & 1602 NW 3RD STREET, BENTONVILLE +/- 2.75 ACRES

The public hearing will be held January 7th, 2025 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:

Signature and Physical Address

Signature and Physical Address

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE
MAP FOR A SPECIFIC AREA FROM OPEN SPACE TO LOW-DENSITY
RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0051)**

WHEREAS, Amazing Land Company LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of OPEN SPACE to LOW-DENSITY RESIDENTIAL, which property is described as follows:

LOT 2 OF LOT SPLIT FORREST OAKS SUBDIVISION AS RECORDED AT PLAT #L2017056697, BENTON COUNTY, ARKANSAS. AND PART OF LOT 1 OF LOT SPLIT FORREST OAKS SUBDIVISION AS RECORDED AT PLAT #L2017056697, BENTON COUNTY, ARKANSAS. COMMENCING AT A FOUND 5/8" FOUND REBAR AT THE SOUTHEAST CORNER OF SAID LOT. THENCE N 02°28'10" E, A DISTANCE OF 159.01 FEET TO THE POINT OF BEGINNING; THENCE N 87°23'20" W, A DISTANCE OF 19.86 FEET; THENCE N 02°29'34" E, A DISTANCE OF 528.39 FEET; THENCE S 87°31'53" E, A DISTANCE OF 19.60 FEET TO THE WEST LINE OF STURRBRIDGE SUBDIVISION (PLAT #19-289); THENCE S 02°28'10" W, A DISTANCE OF 528.44 FEET TO THE POINT OF BEGINNING, CONTAINING 0.24 OF AN ACRE MORE OR LESS;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 7, 2025 at the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of OPEN SPACE to LOW-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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

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

PASSED AND APPROVED this ____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-E, RESIDENTIAL ESTATE TO R-1, LOW
DENSITY SINGLE FAMILY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0051)**

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

LOT 2 OF LOT SPLIT FORREST OAKS SUBDIVISION AS RECORDED AT PLAT #L2017056697, BENTON COUNTY, ARKANSAS. AND PART OF LOT 1 OF LOT SPLIT FORREST OAKS SUBDIVISION AS RECORDED AT PLAT #L2017056697, BENTON COUNTY, ARKANSAS. COMMENCING AT A FOUND 5/8" FOUND REBAR AT THE SOUTHEAST CORNER OF SAID LOT. THENCE N 02°28'10" E, A DISTANCE OF 159.01 FEET TO THE POINT OF BEGINNING; THENCE N 87°23'20" W, A DISTANCE OF 19.86 FEET; THENCE N 02°29'34" E, A DISTANCE OF 528.39 FEET; THENCE S 87°31'53" E, A DISTANCE OF 19.60 FEET TO THE WEST LINE OF STURRBRIDGE SUBDIVISION (PLAT #19-289); THENCE S 02°28'10" W, A DISTANCE OF 528.44 FEET TO THE POINT OF BEGINNING, CONTAINING 0.24 OF AN ACRE MORE OR LESS;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 7, 2025 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-E, RESIDENTIAL ESTATE to R-1, LOW DENSITY SINGLE FAMILY 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-E, RESIDENTIAL ESTATE to R-1, LOW DENSITY SINGLE FAMILY 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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Lot 1, Walmart Campus Sub Ph 10 (Zone 4 Ph 7)

1500 Southeast 8th Street

PC Date: 11/19/2024

Staff Report Details

Project Number	FP24-0015
Applicant / Current Owner	Brittany Gillen
Site Area	+/- 3.22 Acres
Current Zoning	Planned Unit Development (PUD)
Requested Zoning	N/A
Current Future Land Use Map Designation	General Commercial
Requested Future Land Use Map Designation	N/A
Development Type / Use	Commercial
Related projects	LSD21-0006

Property Description

Final Plat: Lot 1, Walmart Campus Subdivision, Phase 10, 1500 Southeast 8th Street, PUD, Planned Unit Development, *FP24-0015*

This property is located at 1500 Southeast 8th Street. It is currently zoned PUD, Planned Unit Development. The property is surrounded by PUD, Planned Unit Development zoning. The applicant is proposing a final plat of Lot 1 of Phase 10 of Walmart Campus Subdivision. This plat adjusts existing lot lines.

The plat does not dedicate any new utility easements to serve the new lot adjustment. All requirements of the Zoning and Land Development code are being met. This plat dedicates 8,425 square feet or approximately 0.19 acres of right-of-way along Southeast 8th Street to the north of Lot 1 to meet the requirements of the Master Street Plan. There are no waivers associated with this project.

Project Details

Relationship to the Community Plan

Public Comment
Has Staff received Public Comment at the time of this report? : No

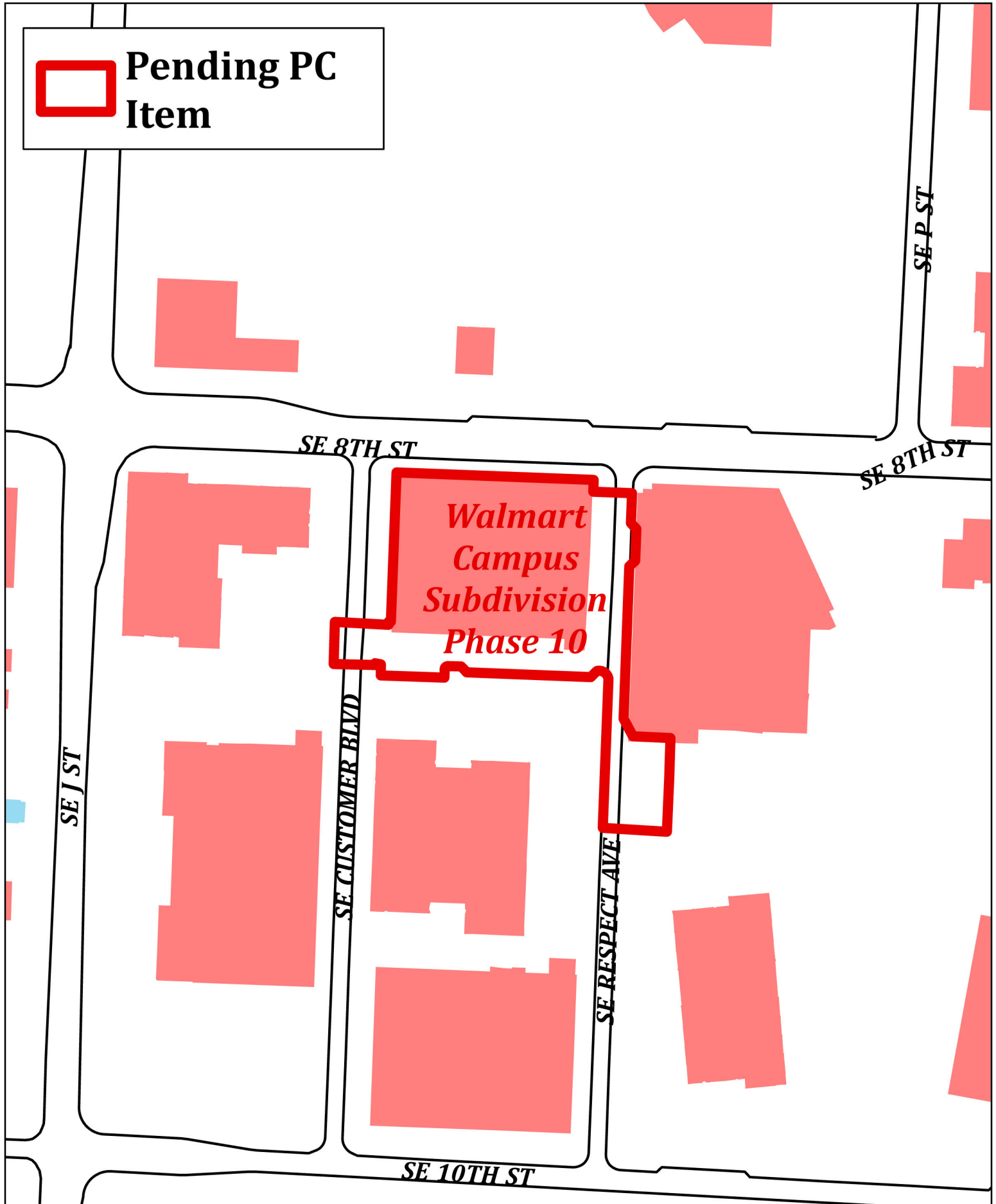
Analysis / Waivers

Conclusion

Additional Details



**Pending PC
Item**



FP24-0015
Walmart Campus Sub Phase 10

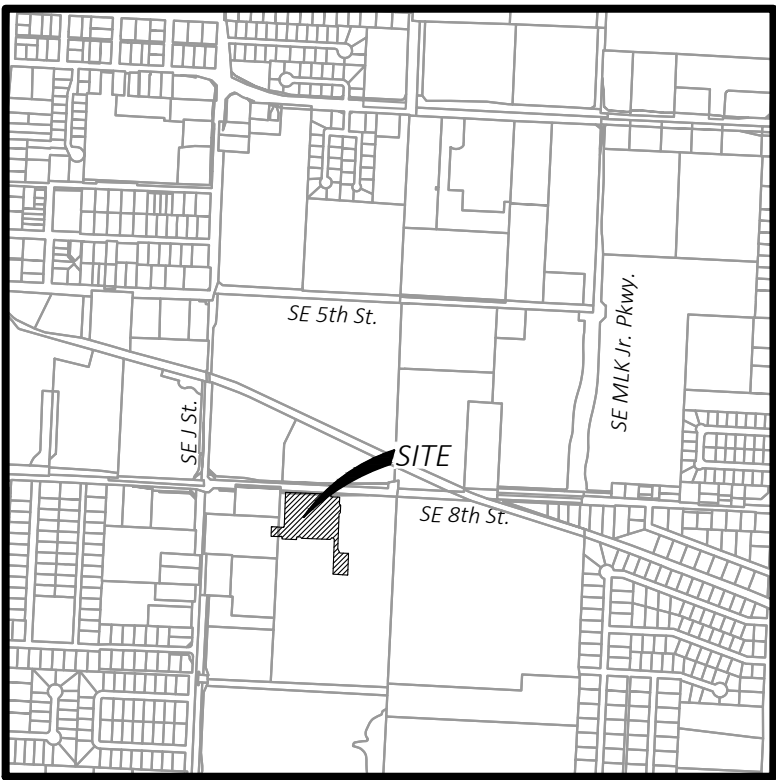


Final Plat of Lot 1,
Walmart Campus Subdivision, Phase 10
Walmart Campus

1500 SE 8TH St
Bentonville, Benton County, Arkansas

GENERAL NOTES:

1. This plat represents a Final Plat of Lots 2 & 3, Mid-Continent Addition to the City of Bentonville per Replat Book 2009, Page 94 in the public records of Benton County, Arkansas.
2. 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.
3. Declaration is made to the original purchaser of the survey and those listed in the certification for the use of this transaction only and is not transferable to any additional or subsequent owners.
4. Basis of Bearings: All bearings shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone, as established by a Static observation processed through OPUS.
5. This survey is valid only if the drawing includes the seal and signature of the surveyor.
6. This survey meets the current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
7. The locations of underground utilities as shown hereon are based on above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.
8. The contractor is advised to contract the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contract all non-members as well as the One-Call System.
9. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
10. By scale map location and graphical plotting only. This property is located n 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
Map Revised: June 5, 2012
11. No attempt was made to show the zoned 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.
12. No current zoning report or letter regarding zoning classification was provided to the Surveyor. 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.
13. Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
14. There may not be fences or any other structures built in any drainage easements.
15. Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.
16. Owner is to contact New Service coordinator (479-271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.
17. All structures must maintain minimum of 20' clearance from all electric lines.
18. BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
19. It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.
20. Relocation of any existing electrical facilities shall be at the owner's expense.
21. Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.
22. Subject areas are subject to public utility, drainage, and emergency access easements as shown at Deed Instrument #L202110326.
23. No residential lot shall be permitted direct access to a collector, minor, or major arterial street. All residential subdivision development contiguous to a collector, minor, or major arterial street shall orient frontage to a local street, and back of the project, without access to the said major streets.
24. There are no waivers, variances and/or conditional uses at the time of preparing this plat.
25. The buildings contained in the area of this final plat fall within Zone C of the Municipal Airport Overlay District pursuant to Bentonville Municipal Code Section 401.12.
26. The Platted area falls in Zone 4, Phase 7 of the Walmart Campus PUD at the time of submittal.



VICINITY MAP

NOT TO SCALE
Latitude: 36°21'49"N
Longitude: 94°11'42"W

Owner:
Parcel #'s 01-09122-000 &
01-04108-000
Wal-Mart Stores Inc.
PO BOX 8050 MS 0555
BENTONVILLE AR 72712-8050
Contact: Joe Albright, (479) 273-4000

Owner:
Parcel #01-04106-000
North Arkansas Wholesale Co. Inc.
WAL MART PROPERTY TAX DEPT
PO BOX 8050 MS 0555
BENTONVILLE AR 72712-8050
Contact: Joe Albright, (479) 273-4000

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:

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: Wal-Mart Stores Inc.

Print Name: _____

Source of Title: D.R. 1996, Page 68430 & D.R. 2014, Page 65023

Subscribed and sworn before me, this _____ day of _____, 20_____.

Notary Public _____ My Commission Expires _____

Name & Address: North Arkansas Wholesale Co. Inc.

Print Name: _____

Source of Title: D.R. 2005, Page 42358

Subscribed and sworn before me, this _____ day of _____, 20_____.

Notary Public _____ My Commission Expires _____

CERTIFICATE OF APPROVAL:

Pursuant to the Bentonville Land Development Code and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of said rules and regulations.

Date of Execution: _____
Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

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: 404

City of Bentonville Project # FP24-0015



REVISION

NO.	DESCRIPTION	DATE
Δ	1st Sub. Comments	10/22/2024



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

Final Plat of Lot 1, Phase 10
Walmart Campus
1500 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	10/22/2024
REVISION	REV-1

Cover Sheet

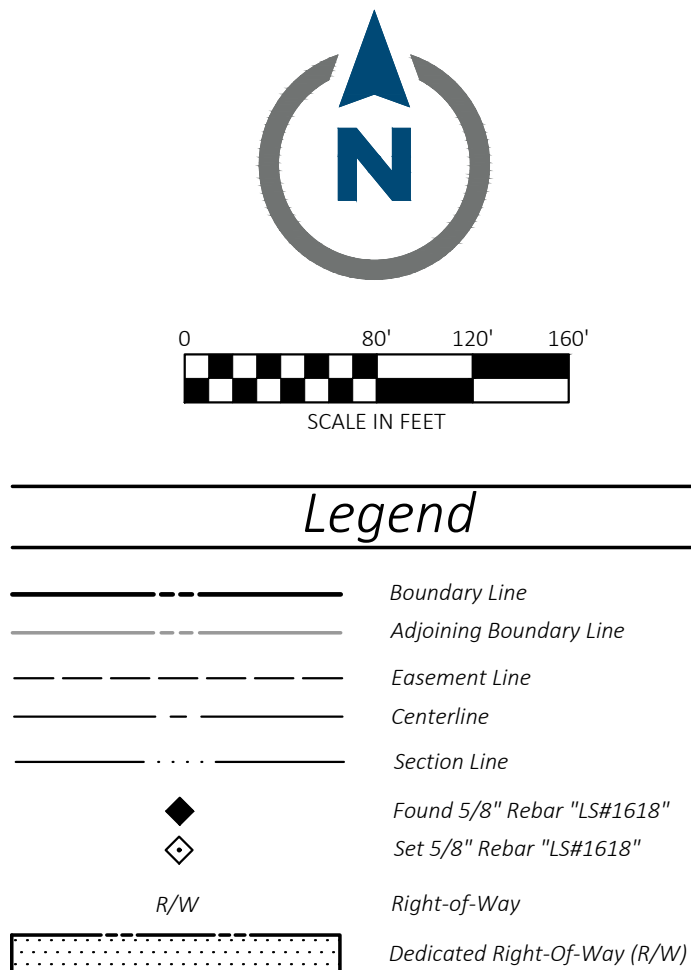
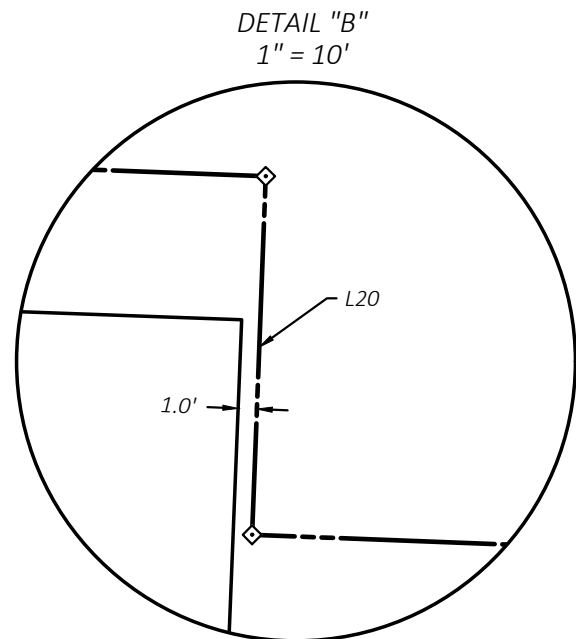
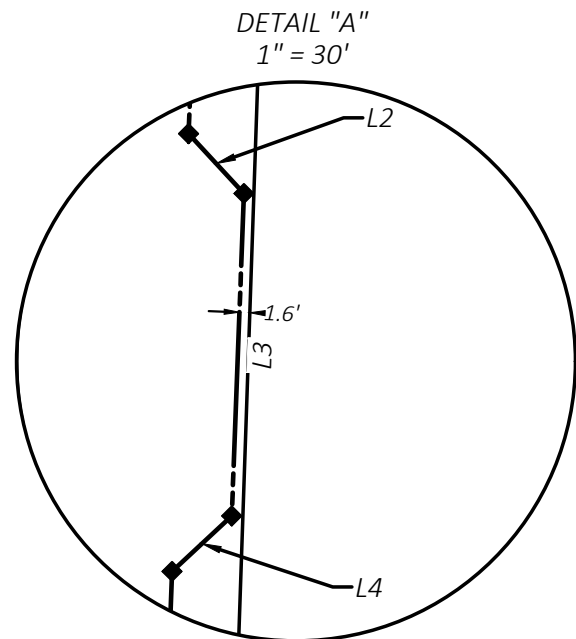
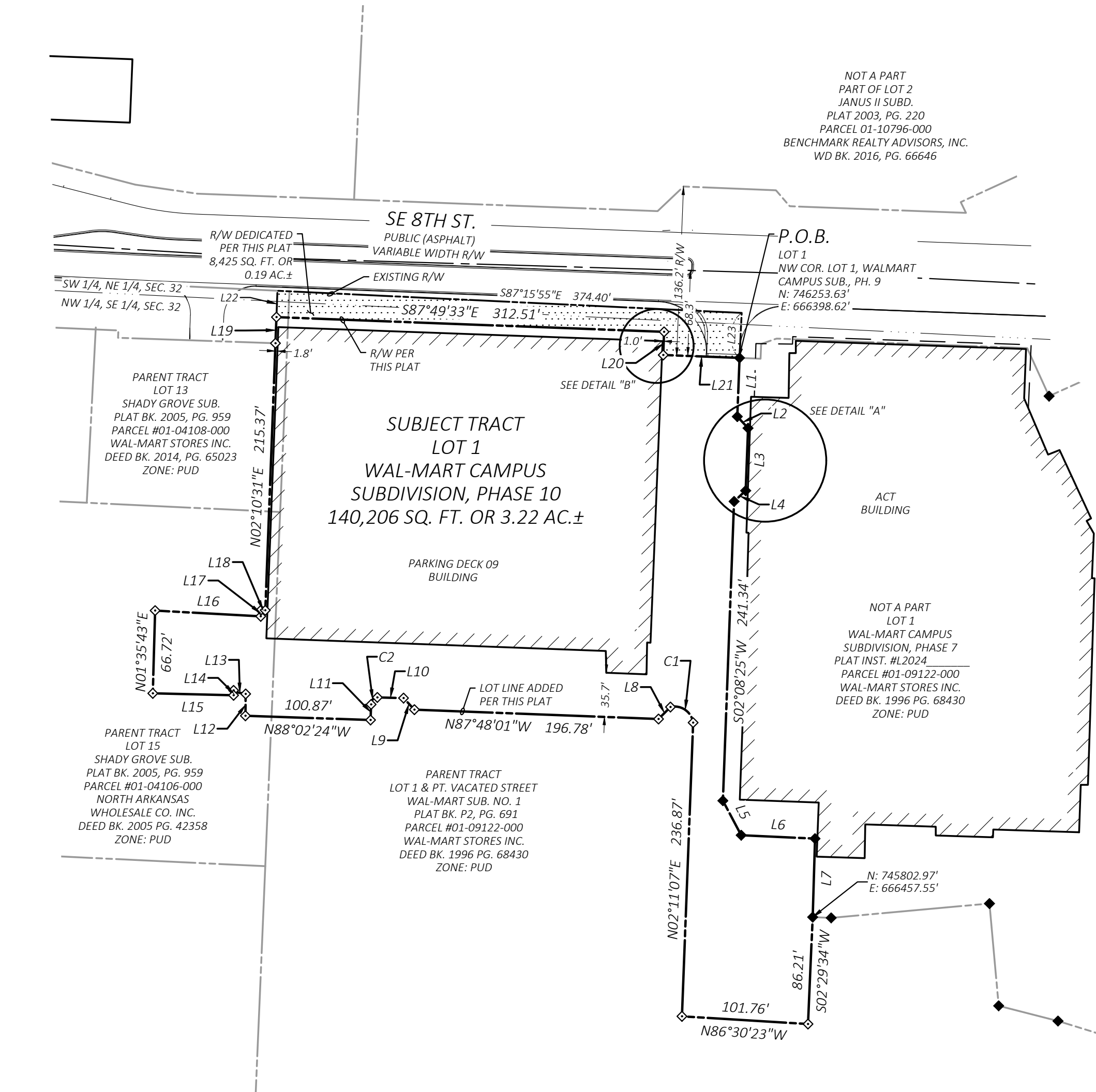
SHEET TITLE

SHEET NUMBER

1 OF 2

DRAWING LOCATION - S:\31000\31470\DRAWINGS\SURVEY\31470FP PD09.DWG - - SAVED BY - WP/PERSON

© 2024 CEI ENGINEERING ASSOCIATES, INC.



LOT 1 DESCRIPTION:

A part of Lot 1, Part of Vacated Street, and Part of Lot 2, Wal-Mart East Subdivision Number 1 per Plat Book P2, Page 691, Part of Lot 13 and Lot 15, Shady Grove Subdivision per Plat Book 2005, Page 959 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

BEGINNING at the Northwest Corner of Lot 1, Walmart Campus Subdivision, Phase 7 per Plat Instrument #L2024 _____; THENCE along the West Line of said Lot 1, the following six (6) courses:
1. South 02°10'12" West, 47.32 feet to a 5/8-inch rebar with cap LS1618;
2. South 42°49'48" East, 12.73 feet to a 5/8-inch rebar with cap LS1618;
3. South 02°10'12" West, 50.41 feet to a 5/8-inch rebar with cap LS1618;
4. South 47°10'12" West, 12.73 feet to a 5/8-inch rebar with cap LS1618;
5. South 02°08'25" West, 241.34 feet to a 5/8-inch rebar with cap LS1618;
6. South 27°58'57" East, 31.48 feet to a 5/8-inch rebar with cap LS1618;
7. South 87°20'41" East, 59.52 feet to a 5/8-inch rebar with cap LS1618;
8. South 01°43'18" West, 63.30 feet to a 5/8-inch rebar with cap LS1618 found at the Southwest Corner of said Lot 1;
THENCE departing said West Line, South 02°29'34" West, 86.21 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 86°30'23" West, 101.76 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 02°11'07" East, 236.87 feet to a 5/8-inch rebar with cap LS1618;
THENCE Northwesterly along the arc of a curve to the left 24.92 feet, having a radius of 15.05 feet, through a central angle of 94°53'48", having a chord bearing and distance of North 55°26'19" West, 22.17 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 44°55'08" West, 13.66 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 87°48'01" West, 196.78 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 43°14'24" West, 12.80 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 88°36'12" West, 21.08 feet to a 5/8-inch rebar with cap LS1618;
THENCE Southwesterly along the arc of a curve to the left 8.54 feet, having a radius of 4.99 feet, through a central angle of 97°57'27", having a chord bearing and distance of South 41°44'43" West, 7.54 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 02°02'39" West, 12.60 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 88°02'24" West, 100.87 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 00°41'02" East, 17.57 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 79°13'58" West, 9.60 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 06°59'38" West, 2.86 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 88°38'41" West, 65.07 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 01°35'43" East, 66.72 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 86°51'37" East, 85.21 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 02°10'12" East, 5.00 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 87°49'48" East, 3.50 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 02°10'31" East, 215.37 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 02°07'59" East, 21.08 feet to a 5/8-inch rebar with cap LS1618 set on the Proposed South Right-of-way of Southeast 8th Street;
THENCE along said Right-of-way the following three (3) courses:
1. South 87°49'33" East, 312.51 feet to a 5/8-inch rebar with cap LS1618;
2. South 02°10'27" West, 18.68 feet to a 5/8-inch rebar with cap LS1618;
3. South 87°49'32" East, 61.50 feet to the POINT OF BEGINNING containing 140,206 square feet or 3.22 acres, more or less.

PARENT TRACT DESCRIPTIONS:

Lots 1 and Part of a Vacated Street, Wal-Mart East Subdivision Number 1, per Plat Book P2, Page 691 in the public records of Benton County, Arkansas.

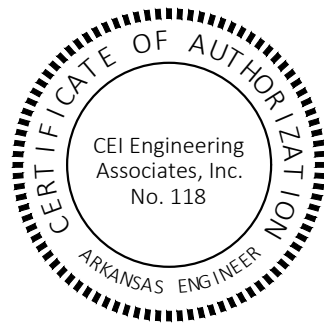
AND

Lots 13 & 15, Shady Grove Subdivision per Plat Book 2005, Page 959 in the Public Records of Benton County, Arkansas.

Property Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C1	15.05'	24.92'	94°53'48"	N55°26'19"W	22.17'
C2	4.99'	8.54'	97°57'27"	S41°44'43"W	7.54'

Property Line Table		
Line #	Direction	Length
L1	S02°10'12"W	47.32'
L2	S42°49'48"E	12.73'
L3	S02°10'12"W	50.41'
L4	S47°10'12"W	12.73'
L5	S27°58'57"E	31.48'
L6	S87°20'41"E	59.52'
L7	S01°43'18"W	63.30'
L8	S44°55'08"W	13.66'
L9	N43°14'24"W	12.80'
L10	N88°36'12"W	21.08'
L11	S02°02'39"W	12.60'

Property Line Table		
Line #	Direction	Length
L12	N00°41'02"E	17.57'
L13	N79°13'58"W	9.60'
L14	S06°59'38"W	2.86'
L15	N88°38'41"W	65.07'
L16	S86°51'37"E	85.21'
L17	N02°10'12"E	5.00'
L18	S87°49'48"E	3.50'
L19	N02°07'59"E	21.08'
L20	S02°10'27"W	18.68'
L21	S87°49'32"E	61.50'



ATLAS PAGE: 404

City of Bentonville Project # FP24-0015

State Survey Code: 500-20N-30W-0-32-200-04-1618



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

Final Plat of Lot 1, Phase 10
Walmart Campus
1500 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	10/22/2024
REVISION	REV-1

Final Plat

SHEET TITLE

SHEET NUMBER

2 OF 2

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOT 1 OF WALMART CAMPUS
SUBDIVISION, PHASE 10, WALMART CAMPUS
TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: FP24-0015)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of LOT 1 OF WALMART CAMPUS SUBDIVISION, PHASE 10, WALMART CAMPUS to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 19, 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 LOT 1 OF WALMART CAMPUS SUBDIVISION, PHASE 10, WALMART CAMPUS 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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/14/2025	Submitted By:	Stephanie Orman, Mayor
Phone:	(479) 271-5966	For Department(s):	Administration
Email:	sorman@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712