Revised Agenda:
Section II Old Business Item 1 Revised
Section III New Business Item 18 Revised

City Council Meeting Agenda
March 11, 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 March 11, 2025: Registration Link

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: February 25, 2025

I. Committee of the Whole - Monday Night Only Items

1. **Water Rate Discussion** — **Informational**

2. **Early Build Permits** — **Informational**
   Staff vetted and approved draft.

3. **Construction Appeals Board Discussion** — **Informational**
   Staff vetted and approved draft.

II. Old Business

1. **Tabled at the February 25, 2025, City Council Meeting: Ordinance Adopting Water Rates for the City of Bentonville, Arkansas** — **Ordinance***

   Adoption of an Ordinance amending section 98-356 of the City of Bentonville Municipal Code, setting water rates for the City of Bentonville, Arkansas. Utility Board unanimously supports the proposed rates. No budget adjustment is needed.

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

1. **Resolution Approving Artwork "Fish of Bentonville" on Two Public Sewer Mains in Town Branch Park** — **Resolution**

   A resolution to approve the installation of artwork titled "Fish of Bentonville", by local student Yenuli Wickramasinghe, on two public sewer mains in Town Branch Park. No budget adjustment is needed.

2. **Public Hearing and Ordinance Vacating a Utility Easement (VAC25-0002)** — **Ordinance***

   Public Hearing and approval of Ordinance vacating a Utility Easement Vacation located at Lots 9, 10 & 11 of Robinnaire Heights Subdivision (VAC25-0002).

3. **Public Hearing and Ordinance Vacating Alley/Street Right of Way (VAC25-0004)** — **Ordinance***

   Public Hearing and approval of Ordinance vacating Alley/Street Right of Way located at Lots 2 & 3 of Curtis Addition (VAC25-0004).

4. **Public Hearing and Ordinance Vacating Utility Easement (VAC25-0005)** — **Ordinance***

   Public Hearing and approval of Ordinance vacating a Utility Easement Vacation located at Lot 1 of The Estates at Woods Creek Subdivision (VAC25-0005).

5. **Setting a Public Hearing for a Utility Easement Vacation (VAC25-0007)** — **Ordinance***

   Approve Resolution to set Public Hearing for April 8, 2025 for Utility Easement Vacation located at Lot 1 of Mason Addition (VAC25-0007).

6. **Resolution for Hwys. 12/279/Vaughn Rd. Intersection Improvement FFY 2026 STBGP-A Application** — **Resolution**

   Staff recommends approving a resolution expressing the willingness of the City of Bentonville to utilize FFY 2026 STBGP-A grant funds for Right of Way and Utilities activities for the improvements to the Airport Boulevard (Hwy 12) and Vaughn Rd (Hwy 279) intersections. No budget adjustment is needed.

7. **Resolution Approving Greenhouse Road FFY 2026 STBGP-A Application** — **Resolution**

   A resolution expressing the willingness of the City of Bentonville to utilize FFY 2026 STBGP-A grant funds for Right of Way and Utilities activities for the Greenhouse Road Safety Improvements project. This is in partnership with Centerton. No budget adjustment is needed.

8. **Resolution Approving RFQ-24-48 Greenhouse Road Acquisition Services and a Budget Adjustment** — **Resolution**

A Resolution adjusting the 2025 budget and authorizing an agreement with Olsson, in the amount of $592,800.00, to perform acquisition services for the Greenhouse Road Safety Improvements project. A budget adjustment is needed to recognize and appropriate grant funds.

9. **Ordinance approving 2025 Public Transit Agreement with Ozark Regional Transit Service** — **Ordinance***

Ordinance allowing the approval of an agreement with Ozark Regional Transit Service in the amount of $568,256.00 to provide transit service to Bentonville citizens for the 2025 calendar year and waiving the requirement of competitive bidding. No Budget Adjustment is needed.

10. **Reappointment of Brian Baldwin to the City of Bentonville's Airport Advisory Board** — **Appointment**

Reappointment of Brian Baldwin to his first full three-year term. He was filling an unexpired term of another board member which ended on September 20, 2024. Reappointment for a three-year term to end September 20, 2027.

11. **Resolution Authorizing a Land Lease Agreement at 2509 SW I ST with IAC, LLC** — **Resolution**

A resolution authorizing the Mayor and City Clerk to enter into a land lease agreement, at the Bentonville Municipal Airport, between the City of Bentonville and Independent Aviation Consultants, LLC. This was approved by the Airport Advisory Board. No budget adjustment is needed.

12. **Resolution Authorizing a Land Lease Agreement at 2511 SW I ST with 6FHangar, LLC** — **Resolution**

A resolution authorizing the Mayor and City Clerk to enter into a land lease agreement, at the Bentonville Municipal Airport, between the City of Bentonville and 6FHangar, LLC. This was approved by the Airport Advisory Board. No budget adjustment is needed.

13. **Resolution Authorizing a Land Lease Agreement at 2513 SW I ST with Hangar One, LLC** — **Resolution**

A resolution authorizing the Mayor and City Clerk to enter into a land lease agreement, at the Bentonville Municipal Airport, between the City of Bentonville and Hangar One, LLC. This action was approved by the Airport Advisory Board. No budget adjustment is needed.

14. **Resolution Authorizing a Land Lease Agreement at 2515 SW I ST with AEROsuites, LLC** — **Resolution**

A resolution authorizing the Mayor and City Clerk to enter into a land lease agreement at the Bentonville Municipal Airport, between the City of Bentonville and AEROsuites, LLC. This action was approved by the Airport Advisory Board. No budget adjustment is needed.

15. **Resolution Authorizing a Land Lease Agreement at 2517 SW I ST with Three Bears, LLC** — **Resolution**

A resolution authorizing the Mayor and City Clerk to enter into a land lease agreement, at the Bentonville Municipal Airport, between the City of Bentonville and Three Bears, LLC. This action was approved by the Airport Advisory Board. No budget adjustment is needed.

16. **Resolution Authorizing a Land Lease Agreement at 2519 SW I ST with Lone Projects, LLC** — **Resolution**

A resolution authorizing the Mayor and City Clerk to enter into a land lease agreement, at the Bentonville Municipal Airport, between the City of Bentonville and Lone Projects, LLC. This action was approved by the Airport Advisory Board. No budget adjustment is needed.

17. **Resolution Awarding Bid IFB-25-08 for Orchards Park Storm Damage and Adjusting the 2025 Budget** — **Resolution**

Resolution adjusting the 2025 budget and awarding bid IFB-25-08 to Milestone Construction Company to complete repairs on the damaged cedar arbor structure in Orchards Park. A budget adjustment is needed.

18. **Resolution Accepting the Climate Pollution Reduction Subrecipient Agreement forTown Branch Creek** — **Resolution**

Resolution authorizing Mayor and Clerk enter into a sub-recipient agreement with MetroPlan, Northwest Arkansas Regional Planning, and Watershed Conservation Resource Center for the Climate Pollution Reduction grant. No budget adjustment is needed.

19. **Resolution to Enter an Airspace Agreement with ARDOT for the Expressway Trail** — **Resolution**

Resolution authorizing Mayor and City Clerk enter into an Airspace Agreement with Arkansas Department of Transportation for the Expressway Trail. No budget adjustment is needed.

20. **Resolution to Recognize and Accept a JAG Grant for Additional Police Equipment** — **Resolution**

Resolution to recognize and accept a Edward Byrne Memorial Justice Assistance Grant in the amount of $12,228.00. A budget adjustment is needed to recognize the funds.

21. **Resolution Awarding IFB-25-05 for Bi-weekly Mowing of City Interchanges Within City Limits** — **Resolution**

A Resolution awarding bid IFB-25-05 to Luttrell Enterprises for the bi-weekly mowing of Arkansas Interstate Interchanges within Bentonville city limits. No budget adjustment is needed.

22. **Resolution Awarding Bid IFB-25-07 for Bi-Weekly Right-of-Way Mowing Within City Limits** — **Resolution**

A Resolution awarding bid IFB-25-07 to Empire Group Property Management for the bi-weekly mowing of Arkansas State Highway rights-of-way, as well as City of Bentonville rights-of-way within Bentonville city limits. No budget adjustment is needed.

IV. Utility Board

1. **Ordinance for a Waiver of Bid to Purchase a 69-KV Substation Breaker for A Sub Expansion** **Ordinance***

Ordinance authorizing the purchase of a 69-KV breaker for the expansion of A Sub and waiving competitive bidding for $76,097.03. Utility Board approved 5-0. A budget adjustment is needed.

2. **Ordinance to Waive Competitive Bidding to Order 750 Underground Wire** **Ordinance***

Approval of an Ordinance waiving competitive bidding to purchase 750 UG Wire from Stuart Irby, unit prices and estimated quantities attached, plus applicable taxes. Utility Board approved 5-0. No budget adjustment is needed.

3. **Resolution Authorizing Sewer Flow Monitoring with TREKK Design Group** **Resolution**

A Resolution authorizing the Mayor and City Clerk to enter in to an agreement with TREKK Design Group in the amount of $93,482.00. Utility Board approved 5-0. A budget adjustment is needed.

V. Planning

1. **Final Plat - I-14 Subdivision** **Ordinance***

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

An Ordinance Accepting A Final Plat Of Lots 1-11 Of I-14 Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Lot Split - Lot 59 & 60 of Skyview Acres** **Ordinance***

1108 Lockheed Street **The Planning Commission voted 7-0, recommending approval.**

An Ordinance Accepting A Lot Split Of Lot 55 Of Skyview Acres Subdivision Creating New Lots 59 And 60 Of Skyview Acres Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Lot Split - Lots 61 & 62 of Skyview Acres Subdivision** **Ordinance***

1100 Lockheed Street **The Planning Commission voted 7-0, recommending approval.**

An Ordinance Accepting A Lot Split Of Lot 56 Of Skyview Acres Subdivision Creating New Lots 61 And 62 Of Skyview Acres Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Property Line Adjustment - Lot 28, Block 5 W. A. Burk's Addition** **Ordinance***

940 North Main Street **The Planning Commission voted 7-0, recommending approval.**

An Ordinance Accepting A Property Line Adjustment Of Lot 27, Block 5 Of W.A. Burk’s Addition Creating New Lot 28, Block 5 Of W.A. Burk’s Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

5. **Rezoning - Gemper - R-ZL, Residential Zero Lot Line to DN-2, Downtown Medium Density Residential** **Ordinance***

401 Southeast G Street **The Planning Commission voted 7-0, recommending approval.**

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present

Zoning Classification Of R-ZL, Zero Lot Line To DN-2, Downtown Medium-Density Residential; And For Other Purposes.

6. **Rezoning - Kaler - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential** **Ordinance***

212 Southwest C Street **The Planning Commission voted 7-0, recommending approval.**

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Low Density Single Family Residential To DN-2, Downtown Medium-Density Residential; And For Other Purposes.

7. **Rezoning - Applejack II Townhomes - RO, Residential Office, R-1, Low-Density Single-Family Residential, and DE, Downtown Edge to Planned Residential Development (PRD)** **Ordinance***

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

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-O, Residential Office, R-1, Low Density Single Family Residential, And DE, Downtown Edge To PRD, Planned Residential Development; And For Other Purposes.

VI. State of the City Report - Mayor Stephanie Orman

VII. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/10/2025	**Submitted By:**	Bill Burckart
Phone:		**For Department(s):**	City Council
Email:	bburckart@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:	Early Build Permits
Action Recommendation & Justification:	Staff vetted and approved draft.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Sec 400.09 Building Permits Prior to Final Plat

1. *Allowed.* Building construction prior to final plat, referenced as an early-build, is allowed with a preliminary plat only pursuant to this section. In preliminary plats containing more than one (1) phase, early-builds are allowed only in the first phase. This section does not apply to model homes, which are separately regulated in Section 400.08
2. *Restrictions.* Building permits for early-builds shall not be issued until:
    1. A preliminary plat is approved for the subdivision.
    2. The developer has executed an Early-Build Development Agreement with the City.
    3. Vehicle access shall be provided by either a temporary or permanent access road capable of handling emergency, utility, and inspection vehicles per Arkansas fire prevention code and city specifications, and designed for an 86,000-pound vehicle. Roads shall pass an inspection by the Engineering Department prior to the issuance of the permit and be maintained to meet the requirements at all times. Grading of the road and material thickness are required to be within 0.10 feet of the design values. The approved SWPPP shall be implemented and maintained at all times.
    4. The following public infrastructure and all proposed crossings shall be installed, inspected, and approved:
        i. Sanitary Sewer
        ii. Storm Water
        iii. Water
        iv. Contractor-Installed Electrical Infrastructure
    5. Fire protection is available to the site and any approved early-build permits in accordance with the Arkansas Fire Prevention Code.
    6. All lots proposed for early-build permits shall be staked by a surveyor prior to the issuance of any permit and shall remain staked until approval of the foundation inspection.
    7. When the above-referenced items are complete, the owner/developer's engineer-of-record shall request an Early-Build Inspection from the Planning Department. No permit shall be issued until the Early-Build Inspection has been completed and approved.
    8. Electric and sewer services shall not be connected to any home until the final plat is recorded with the Benton County Recorder's Office. The permanent connection shall be made prior to any yard line inspection.
    9. No BEUD electric infrastructure will be installed until the final plat is recorded with the Benton County Recorder's Office. All contractor installed infrastructure must be installed prior to final plat approval.

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3. *Right of refusal.* The City of Bentonville reserves the right to refuse a permit for any early-build home based on any one of the following conditions:
    1. Any one of the requirements in Section 400.9(2) are not met.
    2. Past performance indicates that a particular developer is non-compliant with this regulation and/or is attempting to abuse this regulation.
4. Cost of repair to any damage to infrastructure shall be the responsibility of the developer/owner of record.
5. No Certificate of Occupancy shall be issued for any early-build home until the final plat has been approved and filed for the subdivision.

(Ord. No. 2003-100, § 1, 6-10-2003; Ord. No. 2019-57, § 6, 4-9-2019)

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** DRAFT*** **ORDINANCE NO. _____** ***** DRAFT*****

AN ORDINANCE AMENDING BENTONVILLE MUNICIPAL CODE APPENDIX B LAND DEVELOPMENT CODE ARTICLE 400 PRELIMINARY PLATS AND ARTICLE 500 FINAL PLATS TO ESTABLISH A PROCESS FOR ISSUING BUILDING PERMITS PRIOR TO FINAL PLAT APPROVAL (EARLY-BUILDS); AND FOR OTHER PURPOSES.

WHEREAS, the availability and affordability of housing in Bentonville remains a significant challenge; and

WHEREAS, accelerating the introduction of new homes to the market is an effective strategy to address this issue which can be achieved by allowing construction to start before final plat approval.

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

Section 1: That Bentonville Municipal Code, Appendix B Land Development Code, Article 400 Preliminary Plats shall be and is hereby amended with Attachment A: Early-Build Regulations, an electronic copy and paper copy of which is on file with the City Clerk and is hereby adopted by reference as thought it were copied herein fully;

Section 2: That Bentonville Municipal Code, Appendix B Land Development Code, Article 500 Final Plats shall be and is hereby amended by adding the underlined text:

Sec 500.07 Application For Building Permit

No building permits may be issued until proof of the recording of the approved final plat has been presented to the appropriate City department, with the exception of model homes as provided for in Section 400.08 and early-builds in Section 400.09.

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, 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

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City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/10/2025	**Submitted By:**	Bill Burckart
Phone:		**For Department(s):**	City Council
Email:	bburckart@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:	Construction Appeals Board Discussion
Action Recommendation & Justification:	Staff vetted and approved draft.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

ARTICLE 14-XIII CONSTRUCTION ~~APPEALS~~ BOARD OF APPEALS

Sec 14-417 ~~Planning Commission To Act As~~ Creation of the Construction Board Of Appeals
~~Sec 14-418 Emergency Board~~
Sec 14-418~~9~~ Membership
Sec 14-419~~20~~ Organization~~Hearing Procedure~~

Sec 14-420 Meeting Procedure
Sec 14-421Powers and Authority ~~Decision~~
Sec 14-422 Appeals

Sec 14-417 ~~Planning Commission To Act As Board Of Appeals~~ Creation and Scope

There is hereby created a construction ~~planning commission shall act as the~~ board of appeals for staff interpretation of the Arkansas Fire Prevention Code Volumes I, II, and III as well as those Arkansas and City Codes and Standards referenced therein. ~~the fire prevention, electrical, plumbing and building codes of the city. The procedure for appeal for all codes shall be as provided in the building code, except that in-progress construction appeals may be made to the emergency construction appeals board.~~

(Code 1994, § 11.40.01; Ord. No. 83-74, § 1)

~~Sec 14-418 Emergency Board~~

~~There is hereby created an emergency construction appeals board which shall be vested with the authority to hear and decide appeals from the decisions of the building inspector concerning in-progress construction.~~

~~(Code 1994, § 11.40.02; Ord. No. 83-74, § 2)~~

Sec 14-418~~9~~ Membership

The membership of said board shall consist of three (3) members, of whom one (1) shall be a registered architect or engineer, one (1) shall be a member of the building trades industry, and one(1) shall be a member of the ~~p~~Planning ~~c~~Commission. The building official shall be an ex-officio member of said board but shall not vote on any matter before the board. A second member of the Planning Commission ~~The mayor~~ shall serve as an alternate member to the board in the event that a third member is unavailable for a given hearing. ~~The regular b~~Board members shall be appointed by the ~~m~~Mayor with approval of the ~~c~~City ~~c~~Council for two (2)-year terms. Board member terms may be staggered at intervals, to provide continuity. A board member may only serve two (2) full terms. A board member, once

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qualified, can be removed during his/her term of office only for cause by a majority vote of the City Council. In the event of a vacancy during an unexpired term, a successor shall be appointed by the Mayor, with approval of the City Council, to serve out the remainder of the unexpired term. A board member with personal, professional, or financial interest in a matter before the board shall declare such interest and refrain from participating in discussions, deliberations, and voting on such matters.

(Code 1994, § 11.40.03; Ord. No. 83-74, § 3)

Sec 14-4192~~0~~ Organization ~~Hearing Procedure~~

1. *Officers.* A chairperson, vice chairperson, and secretary shall be elected annually by the board from among its membership. The chairperson, or in his/her absence, the vice chairperson, shall preside at all meetings.
2. *Rules and regulations to be adopted.* The board will adopt bylaws to establish rules necessary to conduct its affairs.
3. *Minutes.* The board shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact. It shall keep records of its examinations and other official actions, all of which shall be a public record and retained as such.

Sec 14-420 Meeting Procedure

An appeal to the Construction Board of Appeals shall be made to the Mayor's Office within thirty (30) days of final decision of the building official. The Mayor's Office shall convene a meeting of the board, after notification to the building official, within ten (10) business days of receipt of a notice to appeal. ~~The hearing procedure shall be as the board determines is in the best interests of the parties and the city.~~ Every decision, on an appeal, shall be made by a majority vote of the full board ~~within 24 hours of notice of appeal to the building inspector. In the event the appeal is lodged after 8:30 a.m. on the last working day of any week, a decision must be rendered before 9:00 a.m. of the second working day of the following week~~. Such decision shall be reduced to writing and filed with the original building permit in the office of the building inspector within seven (7) working days of said decision being rendered.

(Code 1994, § 11.40.04; Ord. No. 83-74, § 4)

Sec 14-421 Powers and Authority~~Decision~~

Any person shall have the right to appeal a decision of the building official to the board. A notice for appeal shall be based on a claim that the intent of the City of Bentonville Municipal Code or the rules legally adopted hereunder have been incorrectly interpreted, the

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provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to waive the requirements of the Arkansas Fire Prevention Code Volumes I, II, and III as well as those Arkansas and City Codes and Standards referenced herein. The board may affirm or reverse, in whole or in part, the decision of the building official. A decision of the board shall be binding upon the building inspector as to the project. ~~and an appeal to the board~~Board approval of an appeal shall relieve the building inspector and the city of any liability for any construction deficiencies related to the appeal which might be maintained by either the contractor or the owner of the property.

(Code 1994, § 11.40.05; Ord. No. 83-74, § 5)

Sec 14-422 Appeals

When an appeal to the board, under the provisions referenced Section 14-417 ~~any matter which has been appealed to the board of appeals under the building, fire prevention and electrical codes of the city~~ has been heard ~~by the board of appeals~~ and relief denied, the applicant shall have the right to appeal such denial to the ~~c~~City ~~c~~Council upon filing a written notice of appeal ~~request for such appeal~~ with the ~~c~~City ~~c~~Clerk. The written notice ~~request for such appeal~~ must be filed within fifteen (15) days of the date upon which the board's ~~of appeals' decision~~ was rendered. Such appeal shall be placed on the agenda of the next ~~c~~City ~~c~~Council meeting to be heard on that date or at such other date as the council may elect.

(Code 1994, § 11.40.06; Ord. No. 90-4, § 1)

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City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/11/2025	**Submitted By:**	Mike Bender
Phone:	479-271-6873	**For Department(s):**	Water, Wastewater
Email:	mbender@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Adopting Water Rates for the City of Bentonville, Arkansas
Action Recommendation & Justification:	Adoption of an Ordinance amending section 98-356 of the City of Bentonville Municipal Code, setting water rates for the City of Bentonville, Arkansas. Utility Board unanimously supports the proposed rates. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The City employed Raftelis to review and analyze the information provided by staff concerning the water, wastewater, and sewer rehab O/M and future capital needs in order to develop our future rates and financial plan. The consultants recommended a rate increase to provide for inflation, increased water cost, and continued exploration and repair of water leaks. This is for retail water customers only. The City's current rates were adopted December 8, 2020.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 98-356 OF THE BENTONVILLE MUNICIPAL CODE PERTAINING TO WATER RATES; AND FOR OTHER PURPOSES.

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

Section 1: That Section 98-356 of the Bentonville Municipal Code be amended to reflect the rate changes and modifications set forth in the attached Exhibit "A";

Section 2: By April 20, 2026, City Council will re-examine water rates and determine if any changes would be appropriate;

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

Exhibit "A"

Sec 98-356 Monthly Water Rates

(a) Commencing with bills ~~due~~generated on or after April 14, 2025~~February 1, 2021~~, the following rates be, and there are hereby, fixed as rates to be charged for water furnished by the waterworks system of the city, which rates the city council finds and declares to be reasonable and necessary minimum rates to be charged:

The charges for water service and water usage for each customer shall be determined each month and shall be the sum of: 1) a service charge based on the customer's classification and meter size in accordance with the rates of Schedule A, below; and 2) a user charge based on the customer's metered water usage and computed using the rates of Schedule B, below:

(1) *Schedule A.* The monthly service charge will be billed according to the customer's usage classification and size of the meter. This charge will be in addition to monthly water usage and will be billed at the following rates:

a. *Customers inside city limits:*

Residential Customer	
5/8-inch meter	$~~7.71~~15.42
3/4-inch meter	$~~7.71~~15.42
1-inch meter	$~~19.28~~38.56
1-1/2-inch meter	$~~83.55~~167.10
2-inch meter	$~~89.98~~179.96
3-inch meter	$~~134.97~~269.94
4-inch meter	$~~385.63~~771.26
6-inch meter	$~~835.54~~1671.08
Commercial Customer	
5/8-inch meter	$~~7.71~~15.42
3/4-inch meter	$~~7.71~~15.42
1-inch meter	$~~19.28~~38.56
1-1/2-inch meter	$~~83.55~~167.10
2-inch meter	$~~89.98~~179.96
3-inch meter	$~~134.97~~269.94
4-inch meter	$~~385.63~~771.26
6-inch meter	$~~835.54~~1671.08
Irrigation Customer	
5/8-inch meter	$~~10.14~~20.28
3/4-inch meter	$~~10.14~~20.28

1-inch meter	$~~25.66~~51.32
1-1/2-inch meter	$~~109.97~~219.94
2-inch meter	$~~118.52~~237.04
3-inch meter	$~~177.16~~354.32
4-inch meter	$~~507.06~~1014.12
6-inch meter	$~~1099.64~~2199.28

b. *Customers outside city limits:* All customers outside the city limits receiving electric and water and sewer service, or any of them, from the city, shall be charged an additional monthly service charge of $~~48~~.00.

(2) *Usage rates.* In addition to the monthly service charge, each customer shall be billed for water consumption based on the following schedule of rates:

a. *Customers inside city limits:*

Gallons of Consumption	Per 1,000 Gallons
Residential Customer	
0-4,000	$~~3.58~~7.74
4,001-10,000	$~~3.93~~8.44
Over 10,000	$~~5.43~~11.44
Commercial Customer	
All consumption	$~~3.76~~8.10
Irrigation Customers	
All consumption	$~~4.73~~10.04

b. *Customers outside city limits:*

Gallons of Consumption	Per 1,000 Gallons
Residential Customer	
0-4,000	$~~4.30~~9.18
4,001-10,000	$~~4.72~~10.02
Over 10,000	$~~6.52~~13.62
Commercial Customer	
All consumption	$~~4.51~~9.60
Irrigation Customers	
All consumption	$~~5.68~~11.94

(Ord. No. 2003-186, § 2, 12-8-2003; Ord. No. 2009-80, §§ 1-3, 8-11-2009)

HISTORY
Amended by Ord. Rate Ordinance on 12/8/2020

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/11/2025	**Submitted By:**	Shelli Kerr
Phone:	(479) 271-6822	**For Department(s):**	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

Title, Recommendation & Justification

Title:	Resolution Approving Artwork "Fish of Bentonville" on Two Public Sewer Mains in Town Branch Park
Action Recommendation & Justification:	A resolution to approve the installation of artwork titled "Fish of Bentonville", by local student Yenuli Wickramasinghe, on two public sewer mains in Town Branch Park. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The artwork was selected from submissions in response to the Public Art Advisory Committee's Request for Proposals last fall. Both the Public Art Advisory Committee and the Parks and Recreation Advisory Board recommend approval of the artwork. The cost of this installation is $500 and will be funded from the Public Art Advisory Committee annual budget.
Amount for Approval:	**$** 500.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

MEMO

THE CITY OF BENTONVILLE
PAAC
PUBLIC ART ADVISORY COMMITTEE

To:	Mayor Stephanie Orman and Bentonville City Council
From:	Shelli Kerr, AICP, Comprehensive Planning Manager
On behalf of:	Bentonville Public Art Advisory Committee
CC date:	March 11, 2025
RE:	**Sewer Main Art – "Fish of Bentonville"**

Request. A resolution to approve the installation of artwork titled "Fish of Bentonville" by Bentonville student Yenuli Wickramasinghe on two public sewer mains in Town Branch Park.

Background. The artwork was selected from two submissions in response to the Public Art Advisory Committee's Request for Proposals inviting Bentonville students to submit proposals to install artwork on two raised sewer mains in Town Branch Park.

Description of Artwork. A painted mural of four breeds of fish native to Arkansas: Bluegill, Largemouth Bass, Crappie and Catfish. Spots on the fish are in the shape of a diamond, representative of the Arkansas state gem. The colors of blue, green, yellow, and brown reflect the surrounding nature to create a cohesive design. The artist's intent is to emphasize the importance of Bentonville's nature and the wildlife within.

Display Site. The proposed display site is two raised sewer mains in Town Branch Park.

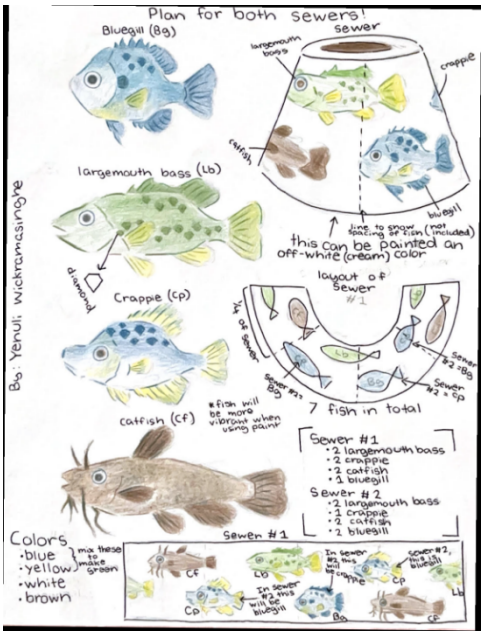
Display Period. This is a temporary display for approximately 18 months.

Approvals. Both the Public Art Advisory Committee and the Parks and Recreation Advisory Board recommend approval of the artwork.

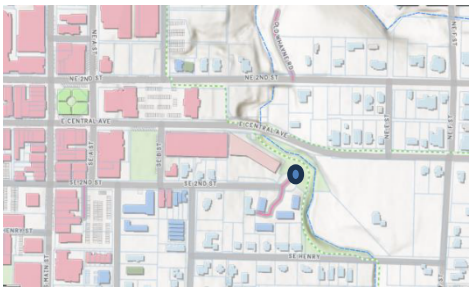
Cost and Funding. Funding is provided by the Public Art Advisory Committee in the total amount of $500. This includes a $150 honorarium and $350 for paint and supplies.

Recommendation. Approval of the resolution.

Proposed Artwork:
Fish of Bentonville by
Yenuli Wickramasinghe



Display Site: Town Branch Park



From: noreply@civicplus.com
To: Shelli Kerr
Subject: Online Form Submittal: Town Branch Park Sewer Main Art Proposal
Date: Wednesday, December 18, 2024 5:26:59 PM

Town Branch Park Sewer Main Art Proposal

Student Information

Name	Yenuli
Email Address	Wickramasinghe
Phone Number	
Address	
City	Bentonville
State	AR
Zip Code	72713-5285
Grade	
School	

Proposed Artwork

Title of Artwork	Fish of Bentonville
Description of Artwork	The creek near the sewers started off as my major source of inspiration. I knew that I wanted to incorporate an aspect of nature that correlates with this waterway. Knowing that Arkansas is a popular place people travel to for fishing and Bentonville is home to many fishers, I chose to include 4 different breeds of fish. These include Bluegills, largemouth bass, crappies, and catfish. These fish are some of the most popular fish in Lake Bentonville with 421 recorded catches of Largemouth bass, 130 Bluegill, 248 catfish, and 21 crappie. Keep in note that these are just the recorded cases! In addition, the “spots” on the fish are in the shape of a diamond. Diamonds hold great significance in Arkansas as the first diamonds ever found in America were founded in Arkansas. Since then, our state has upheld the diamond as our state gem. Furthermore, roughly 120,000 people per year travel to Arkansas to participate in diamond extractions. I chose to include the colors blue, green, yellow, and brown as the surrounding nature includes a similar color scheme allowing the art piece to be more cohesive. In addition, since the sewers are placed along a trail, I hoped to incorporate colors that would

	evoke a sense of tranquility within the viewer while also adding a pop to the scenery. With this piece, I hope to emphasize the importance of Bentonville's nature and the wildlife within it.
Sketch/Image Upload	4f.jpg
Additional Uploads (not required)	*Field not completed.*

Email not displaying correctly? View it in your browser.

Plan for both sewers!

By: Yenuli Wickramasinghe

Bluegill (Bg)

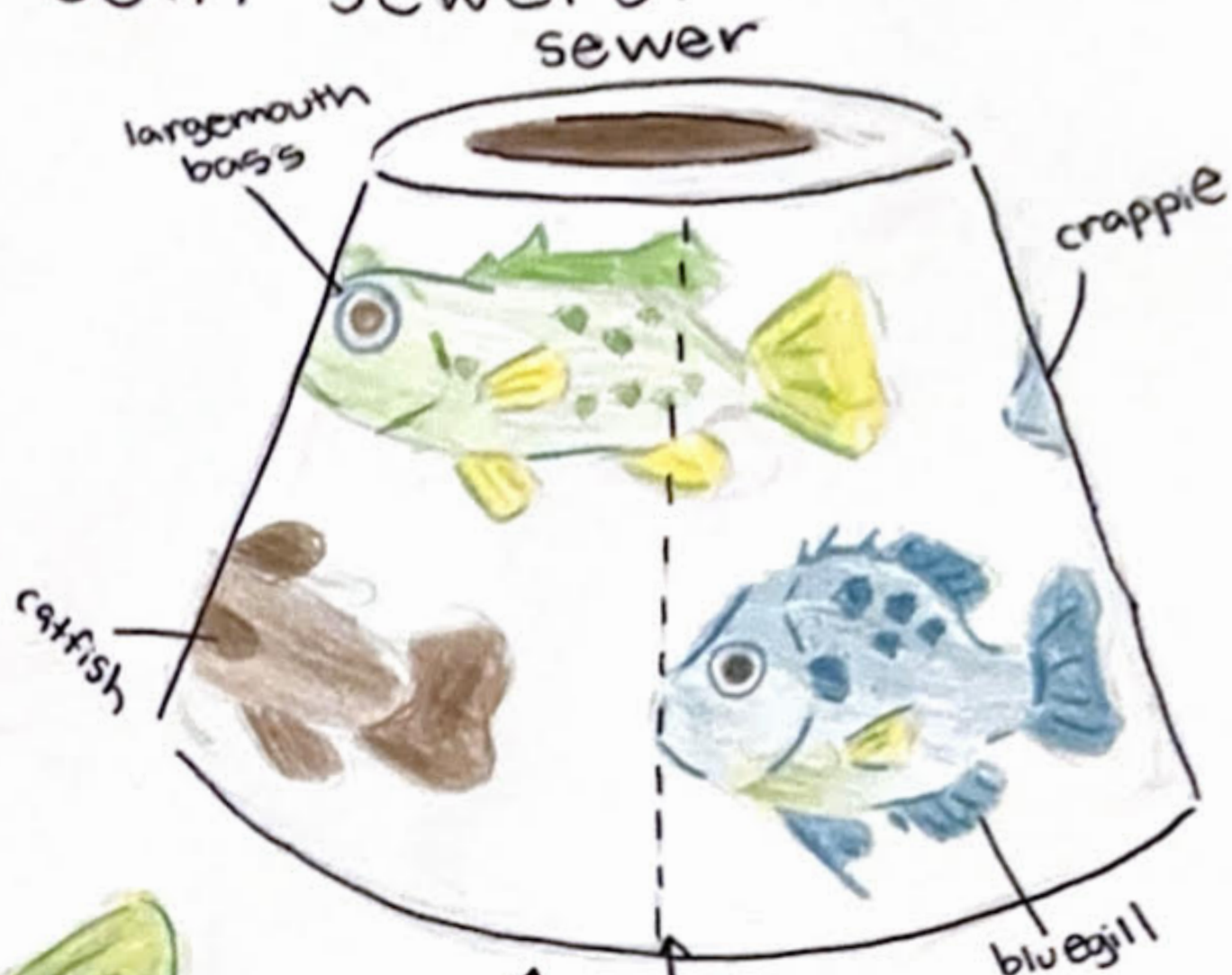
largemouth bass (Lb)

diamond

Crappie (Cp)

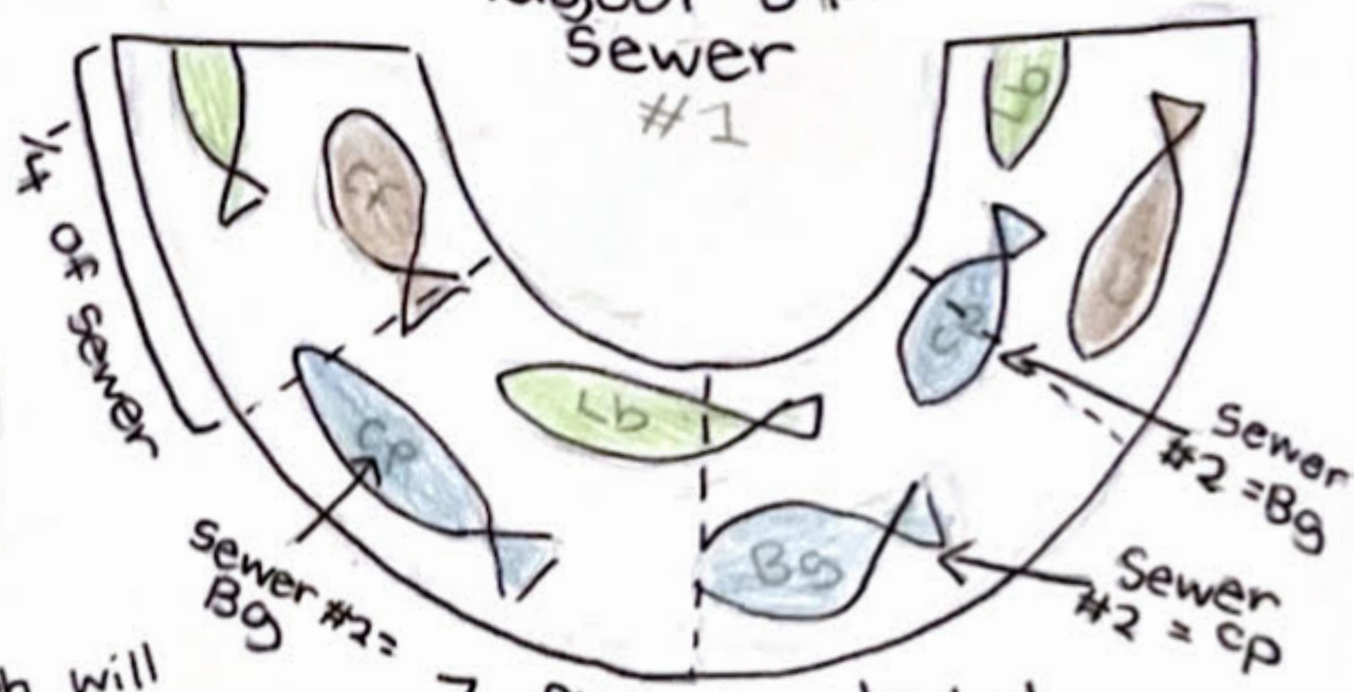
catfish (Cf)

*fish will be more vibrant when using paint



this can be painted an off-white (cream) color

layout of sewer #1



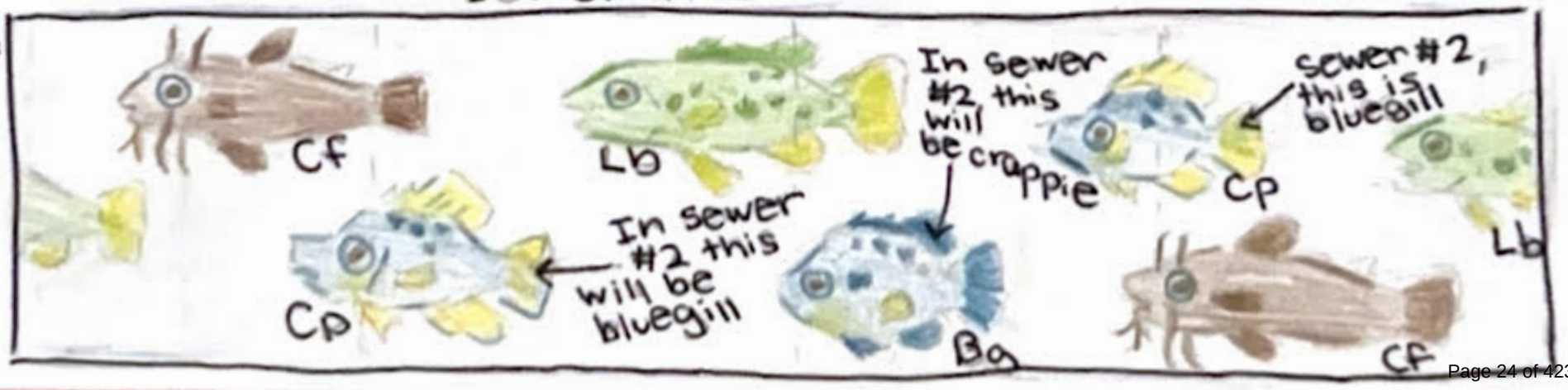
7 fish in total

Colors
- blue
- yellow

} mix these to make green

- white
- brown

Sewer #1



Sewer #1
- 2 largemouth bass
- 2 crappie
- 2 catfish
- 1 bluegill

Sewer #2
- 2 largemouth bass
- 1 crappie
- 2 catfish
- 2 bluegill

RESOLUTION NO. _____

A RESOLUTION TO APPROVE THE INSTALLATION OF ARTWORK TITLED "FISH OF BENTONVILLE" BY BENTONVILLE STUDENT YENULI WICKRAMASINGHE, ON TWO PUBLIC SEWER MAINS IN TOWN BRANCH PARK, FUNDED BY THE PUBLIC ART ADVISORY COMMITTEE; AND FOR OTHER PURPOSES.

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

WHEREAS, the Public Arts Advisory Committee and the Parks and Recreation Advisory Board recommend the proposed artwork at the proposed display location.

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby approves the installation of artwork titled "*Fish of Bentonville*", by Bentonville student Yenuli Wickramasinghe, on two public sewer mains in Town Branch Park;

Section 2: That the project will be funded from the 2025 budget for the Public Art Advisory Committee, to include a one hundred fifty dollar ($150.00) honorarium to the student and approximately three hundred fifty dollars ($350.00) for paint and supplies;

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:	3/11/2025	**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:	Public Hearing and Ordinance Vacating a Utility Easement (VAC25-0002)
Action Recommendation & Justification:	Public Hearing and approval of Ordinance vacating a Utility Easement Vacation located at Lots 9, 10 & 11 of Robinnaire Heights Subdivision (VAC25-0002).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

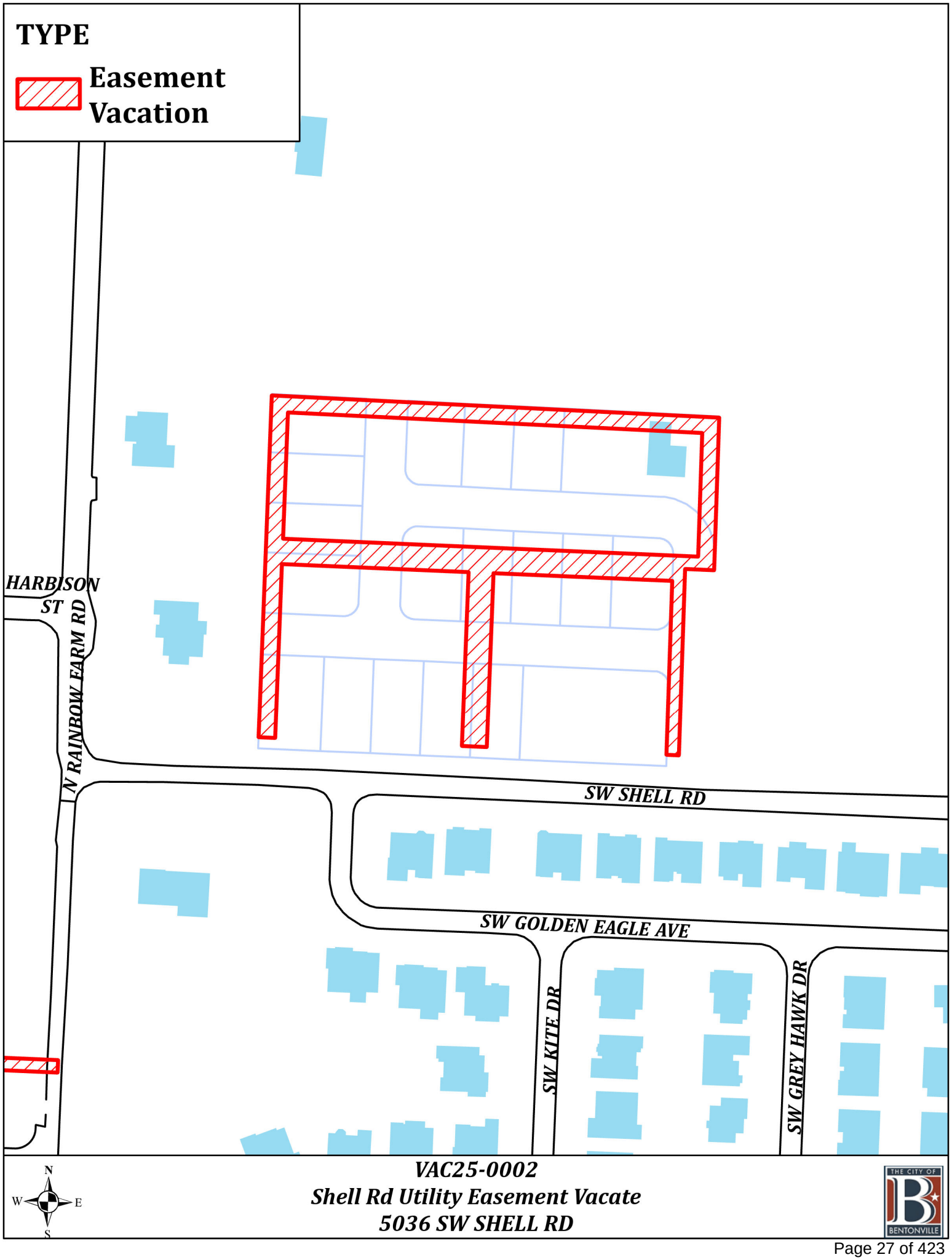
Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

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

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

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

Budget Impact Notes for Consideration (Optional):


TYPE
Easement Vacation
HARBISON ST
N RAINBOW FARM RD
SW SHELL RD
SW GOLDEN EAGLE AVE
SW KITE DR
SW GREY HAWK DR
N
W
E
S
VAC25-0002
Shell Rd Utility Easement Vacate
5036 SW SHELL RD
THE CITY OF BENTONVILLE

r:\-swope\21-164 shell road subdivision\external references\21-164 - ev plat.dwg - Plotted on 1/27/2025 9:42:17 AM @ a scale of 1:1 to dwg to pdf.pc3 by Clayton Duff

SURVEYING SYMBOLS

- SET/FOUND REBAR
- SET/FOUND MAG NAIL
- SET/FOUND ALUM. MONUMENT
- SET/FOUND COTTON SPINDLE
- SET / FOUND PK NAIL
- FOUND STONE
- STATE MONUMENT
- FOUND PIPE
- COMPUTED POINT
- RAILROAD SPIKE
- TEMP BENCH MARK (ELEV.)
- STAKE ON LINE
- TREE
- AIR CONDITIONER
- CLEANOUT
- ELECTRIC BOX
- ELECTRIC METER
- FENCE CORNER POST
- FIBER OPTIC VAULT
- FIRE HYDRANT
- GAS METER
- GAS VALVE
- GAS RISER
- GUY ANCHOR
- IRRIGATION CONTROL VALVE
- LIGHT POLE
- MANHOLE
- POWER POLE
- SANITARY SEWER
- SIGN
- SEPTIC LID
- STORM WATER
- TELEPHONE PEDESTAL
- TRANSFORMER
- WATER METER
- WATER VALVE

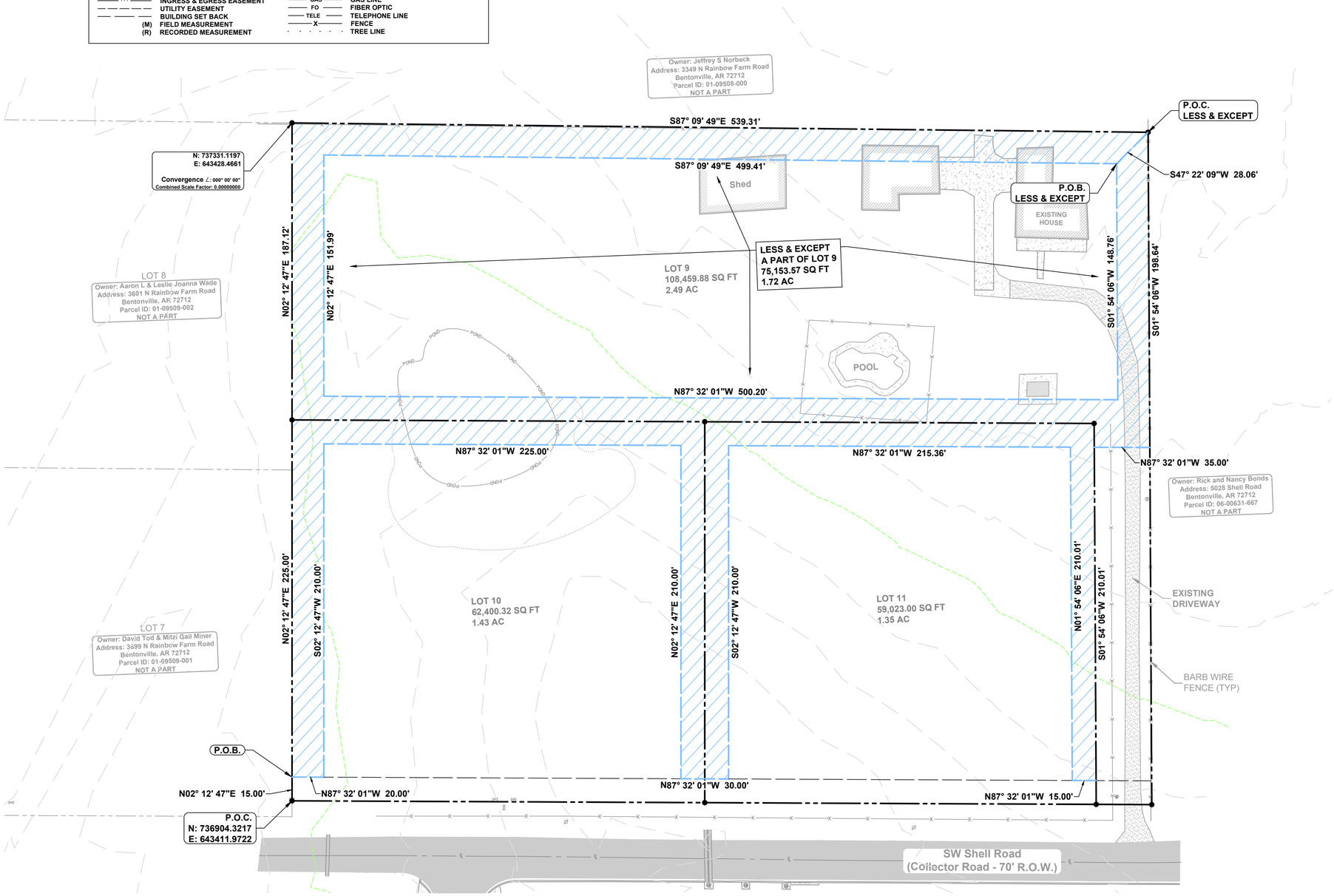
FEATURE LINES

- BOUNDARY LINE
- FORTY LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- INGRESS & EGRESS EASEMENT
- UTILITY EASEMENT
- BUILDING SET BACK
- (M) FIELD MEASUREMENT
- (R) RECORDED MEASUREMENT
- W — WATER LINE
- OHE — OVERHEAD POWER LINE
- SS — SEWER LINE
- FLOW LINE
- GAS — GAS LINE
- FO — FIBER OPTIC
- TELE — TELEPHONE LINE
- X — FENCE
- TREE LINE

GRAPHIC SCALE

0 50' 100'

1 inch = 50 feet



Recording Block

BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

EASEMENT VACATION
DESCRIPTION

A PART OF LOTS 9, 10, & 11, BLOCK 2, ROBINNAIRE HEIGHTS SUBDIVISION IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING FROM THE SOUTH WEST CORNER OF LOT 10.
THENCE N 02°12'47" E 15.00' TO THE POINT OF BEGINNING.
THENCE N 02°12'47" E 225.00' TO A POINT, THENCE N 02°12'47" E 187.12' TO A POINT, THENCE S 87°09'49" E 539.31' TO A POINT, THENCE S 01°54'06" W 198.64' TO A POINT, THENCE N 87°32'01" W 35.00' TO A POINT, THENCE S 01°54'06" W 210.01' TO A POINT, THENCE N 87°32'01" W 15.00' TO A POINT, THENCE N 01°54'06" E 210.01' TO A POINT, THENCE N 87°32'01" W 215.36' TO A POINT, THENCE S 02°12'47" W 210.00' TO A POINT, THENCE N 87°32'01" W 30.00' TO A POINT, THENCE N 02°12'47" E 210.00' TO A POINT, THENCE N 87°32'01" W 225.00' TO A POINT, THENCE S 02°12'47" W 210.00' TO A POINT,
THENCE N 87°32'01" W 20.00' TO THE POINT OF BEGINNING. CONTAINING 121,289.45 SQ. FEET, 2.78 ACRES, MORE OR LESS.

LESS & EXCEPT A PART OF LOT 9, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE NORTH EAST CORNER OF LOT 9.
THENCE S 47°22'09" W 28.06' TO THE POINT OF BEGINNING.
THENCE S 01°54'06" W 148.76' TO A POINT, THENCE N 87°32'01" W 500.20' TO A POINT. THENCE N 02°12'47" E 151.99' TO A POINT, THENCE S 87°09'49" W 499.41' TO THE POINT OF BEGINNING. CONTAINING 75,153.57 SQ. FEET, 1.72 ACRES, MORE OR LESS. VACATING AN EXISTING UTILITY EASEMENT OF A TOTAL OF 46,135.88 SQ. FEET, 1.05 ACRES, MORE OR LESS

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.

FLOOD INFORMATION

This property lies in Zone 'X' as determined from the F.I.R.M. maps of Benton County, Arkansas, and Incorporated Areas, Map Number 05007C0235K, effective June 5, 2012.

SETBACK INFORMATION

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

ZONE R-1

SWOPE ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com
Certificate of Authorization № 2831

EASEMENT VACATION PLAT FOR

LOTS 9, 10, 11 BLOCK 2

ROBINNAIRE HEIGHTS SUBDIVISION

TIMOTHY SRUNN LLC

5036 SW SHELL ROAD
BENTONVILLE, AR 72712
PARCEL# 01-09509-000, 01-09509-003, 01-09509-004

CERTIFICATE OF SURVEYING ACCURACY

I, PHILLIP R. SWOPE, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLANS HAVE BEEN MET.
DATE OF EXECUTION: _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO.1889
STATE OF ARKANSAS

PROFESSIONAL LICENSED SURVEYOR — STATE OF ARKANSAS — No. 1889 — SIGNATURE — Phillip R. Swope

CERTIFICATE OF AUTHORIZATION — SWOPE CONSULTING — No. 2831 — ARKANSAS

DRAWN BY: CLAYTON	JOB NUMBER: 21-164
SUBMITTAL DATE: 1/27/2025	City Number:
DRAWING NAME: 21-164 - EV PLAT.dwg	
SHEET NUMBER: 1 of 1	

ORDINANCE NO_____

AN ORDINANCE VACATING UTILITY EASEMENTS LOCATED AT LOTS 9, 10 & 11 OF ROBINNAIRE HEIGHTS SUBDIVISION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC25-0002).

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

A PART OF LOTS 9, 10, & 11, BLOCK 2, ROBINNAIRE HEIGHTS SUBDIVISION IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING FROM THE SOUTH WEST CORNER OF LOT 10.
THENCE N 02°12'47" E 15.00' TO THE POINT OF BEGINNING.
THENCE N 02°12'47" E 225.00' TO A POINT, THENCE N 02°12'47" E 187.12' TO A POINT, THENCE S 87°09'49" E 539.31' TO A POINT, THENCE S 01°54'06" W 183.64' TO A POINT, THENCE N 87°32'01" W 35.00' TO A POINT, THENCE S 01°54'06" W 225.01' TO A POINT, THENCE N 87°32'01" W 15.00' TO A POINT, THENCE N 01°54'06" E 210.01' TO A POINT, THENCE N 87°32'01" W 215.36' TO A POINT, THENCE S 02°12'47" W 210.00' TO A POINT, THENCE N 87°32'01" W 30.00' TO A POINT, THENCE N 02°12'47" E 210.00' TO A POINT, THENCE N 87°32'01" W 225.00' TO A POINT, THENCE S 02°12'47" W 210.00' TO A POINT,
THENCE N 87°32'01" W 20.00' TO THE POINT OF BEGINNING. CONTAINING 121,289.45 SQ. FEET, 2.78 ACRES, MORE OR LESS.
LESS & EXCEPT A PART OF LOT 9, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING FROM THE NORTH EAST CORNER OF LOT 9.
THENCE S 47°22'09" W 28.06' TO THE POINT OF BEGINNING.
THENCE S 01°54'06" W 148.76' TO A POINT, THENCE N 87°32'01" W 500.20' TO A POINT. THENCE N 02°12'47" E 151.99' TO A POINT, THENCE S 87°09'49" W 499.41' TO THE POINT OF BEGINNING. CONTAINING 75,153.57 SQ. FEET, 1.72 ACRES, MORE OR LESS. VACATING AN EXISTING UTILITY EASEMENT OF A TOTAL OF 46,135.88 SQ. FEET, 1.05 ACRES, MORE OR LESS

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

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

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

A PART OF LOTS 9, 10, & 11, BLOCK 2, ROBINNAIRE HEIGHTS SUBDIVISION IN BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING FROM THE SOUTH WEST CORNER OF LOT 10.
THENCE N 02°12'47" E 15.00' TO THE POINT OF BEGINNING.
THENCE N 02°12'47" E 225.00' TO A POINT, THENCE N 02°12'47" E 187.12' TO A POINT, THENCE S 87°09'49" E 539.31' TO A POINT, THENCE S 01°54'06" W 183.64' TO A POINT, THENCE N 87°32'01" W 35.00' TO A POINT, THENCE S 01°54'06" W 225.01' TO A POINT, THENCE N 87°32'01" W 15.00' TO A POINT, THENCE N 01°54'06" E 210.01' TO A POINT, THENCE N 87°32'01" W 215.36' TO A POINT, THENCE S 02°12'47" W 210.00' TO A POINT, THENCE N 87°32'01" W 30.00' TO A POINT, THENCE N 02°12'47" E 210.00' TO A POINT, THENCE N 87°32'01" W 225.00' TO A POINT, THENCE S 02°12'47" W 210.00' TO A POINT,
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Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 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:	3/11/2025	**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:	Public Hearing and Ordinance Vacating Alley/Street Right of Way (VAC25-0004)
Action Recommendation & Justification:	Public Hearing and approval of Ordinance vacating Alley/Street Right of Way located at Lots 2 & 3 of Curtis Addition (VAC25-0004).
Additional Comments for Consideration (Optional):	New utility easements are to be dedicated by separate document. The dedications have been reviewed and approved by Water & Electric Utilities.
Amount for Approval:	$ 0

Budget Impact

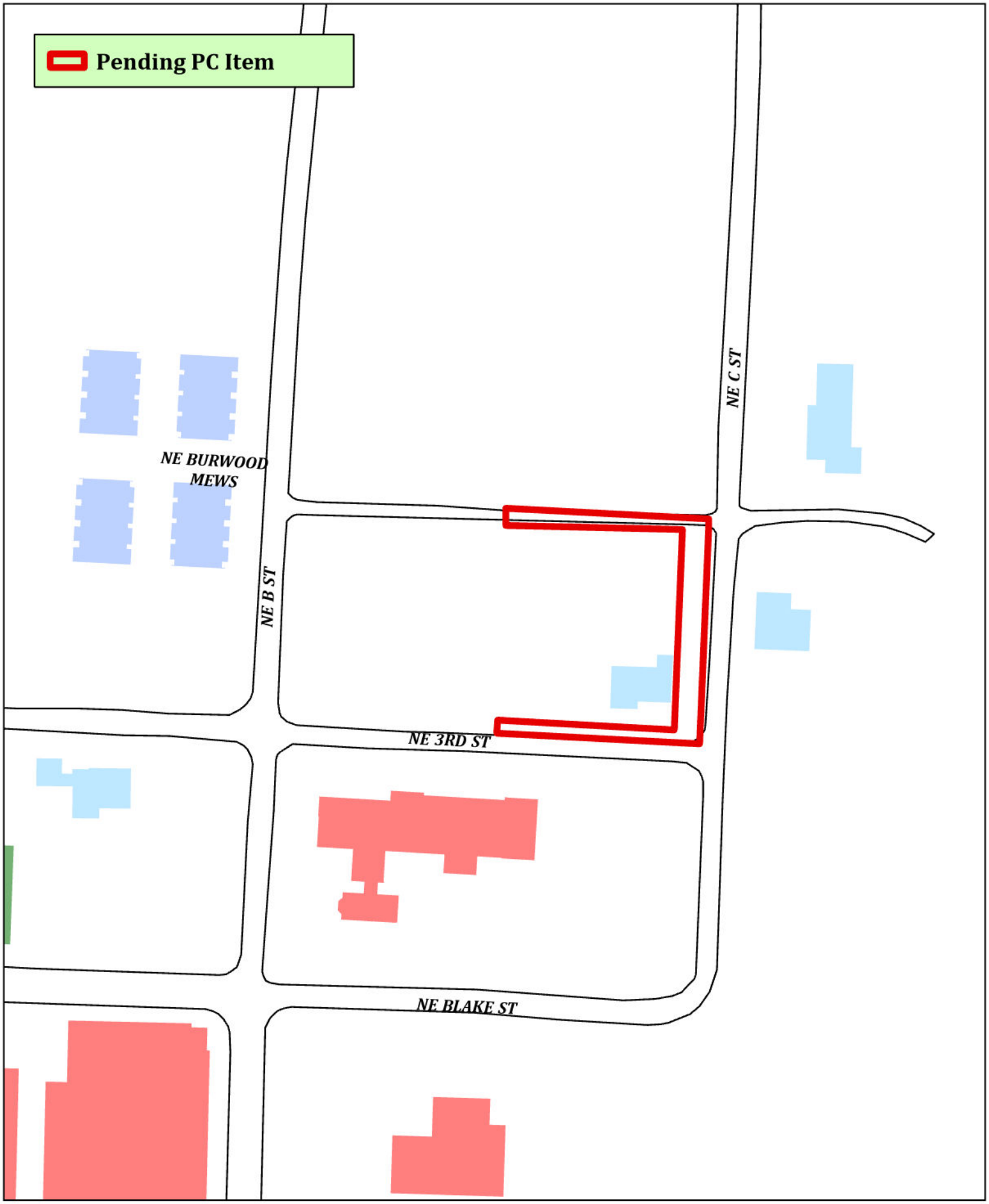
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

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

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

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

Budget Impact Notes for Consideration (Optional):



VAC25-0004
C Street Home, LLC - Alley Vacation
Vacation - 306 NE B St

ORDINANCE NO_____

AN ORDINANCE VACATING STREET /ALLEY RIGHT OF WAY LOCATED AT LOTS 2 & 3 OF CURTIS ADDITION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC25-0004).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by C Street Home, LLC asking the City Council to vacate alley and street right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

An existing alley located between Lots 3 and 4 of the Curtis Addition Subdivision and Lots 1 and 2 of the Curtis Addition Subdivision, said Lots described in Plat Book P4 Page 390 in the public records of Benton County, Arkansas. The alley is in the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 30, Township 20 North, and Range 30 West and is described by metes and bounds as follows:
BEGINNING at a found 1/2-Inch rebar at the Southwest Corner of Lot 4 of the Curtis Addition per Plat Book P4 Page 390 in the public records of Benton County, Arkansas;
THENCE along the South Line of Lot 4 and Lot 3 in said Curtis Addition, South 87°00'48" East, passing through a 1/2-inch rebar 156.11 feet away from said Southwest Corner and continuing for a total of 312.15 feet;
THENCE departing said South Line, South 02°20'12" West, 16.00 feet to the Northeast Corner of Lot 2 of said Curtis Subdivision;
THENCE along the North line of Lots 2 and 1 of said Subdivision, North 87°00'44" West, passing through a found mag nail 155.89 feet away from said Northeast Corner and continuing for a total of 312.14 feet to a found mag nail at the Northwest Corner of said Lot 1;
THENCE departing said North Line, North 02°18'35" East, 15.99 feet to the POINT OF BEGINNING containing 4,993 square feet or 0.11 acres, more or less.

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

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

Section 1: The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to a alley/street right of way designated as follows:

An existing alley located between Lots 3 and 4 of the Curtis Addition Subdivision and Lots 1 and 2 of the Curtis Addition Subdivision, said Lots described in Plat Book P4 Page 390 in the public records of Benton County, Arkansas. The alley is in the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 30, Township 20 North, and Range 30 West and is described by metes and bounds as follows:

BEGINNING at a found 1/2-Inch rebar at the Southwest Corner of Lot 4 of the Curtis Addition per Plat Book P4 Page 390 in the public records of Benton County, Arkansas;
THENCE along the South Line of Lot 4 and Lot 3 in said Curtis Addition, South 87°00'48" East, passing through a 1/2-inch rebar 156.11 feet away from said Southwest Corner and continuing for a total of 312.15 feet;
THENCE departing said South Line, South 02°20'12" West, 16.00 feet to the Northeast Corner of Lot 2 of said Curtis Subdivision;
THENCE along the North line of Lots 2 and 1 of said Subdivision, North 87°00'44" West, passing through a found mag nail 155.89 feet away from said Northeast Corner and continuing for a total of 312.14 feet to a found mag nail at the Northwest Corner of said Lot 1;
THENCE departing said North Line, North 02°18'35" East, 15.99 feet to the POINT OF BEGINNING containing 4,993 square feet or 0.11 acres, more or less.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 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:	3/11/2025	**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:	Public Hearing and Ordinance Vacating Utility Easement (VAC25-0005)
Action Recommendation & Justification:	Public Hearing and approval of Ordinance vacating a Utility Easement Vacation located at Lot 1 of The Estates at Woods Creek Subdivision (VAC25-0005).
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)*

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

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

Budget Impact Notes for Consideration (Optional):

N
W E
S

VAC25-0005
Gas Utility Easement
Vacation - 4104 NE MINER CT

ORDINANCE NO_____

AN ORDINANCE VACATING UTILITY EASEMENTS LOCATED AT LOT 1 OF THE ESTATES AT WOODS CREEK SUBDIVISION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC25-0005).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Elias & Gretchen Otoshi asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A 20' utility easement off of the South Side of Lot 1, The Estates at Woods Creek and shown on Plat Record Book 2016 Page 324 and filed for record at the Benton County Clerk's Office, Benton County, Arkansas and more particularly described as follows.

Beginning at the SW Corner of said Lot 1.
Thence N00°00'00"E, 20.00';
Thence N76°02'15"E, 108.85';
Thence S05°14'47"E, 20.23';
Thence S76°02'15"W, 110.76' to the Point of Beginning.

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

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

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

A 20' utility easement off of the South Side of Lot 1, The Estates at Woods Creek and shown on Plat Record Book 2016 Page 324 and filed for record at the Benton County Clerk's Office, Benton County, Arkansas and more particularly described as follows.

Beginning at the SW Corner of said Lot 1.
Thence N00°00'00"E, 20.00';
Thence N76°02'15"E, 108.85';
Thence S05°14'47"E, 20.23';
Thence S76°02'15"W, 110.76' to the Point of Beginning.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2025 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____	_____
Malorie Marrs, City Clerk	**Stephanie Orman, Mayor**
Bentonville, Arkansas	**City of Bentonville, Arkansas**

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/11/2025	**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:	Setting a Public Hearing for a Utility Easement Vacation (VAC25-0007)
Action Recommendation & Justification:	Approve Resolution to set Public Hearing for April 8, 2025 for Utility Easement Vacation located at Lot 1 of Mason Addition (VAC25-0007).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

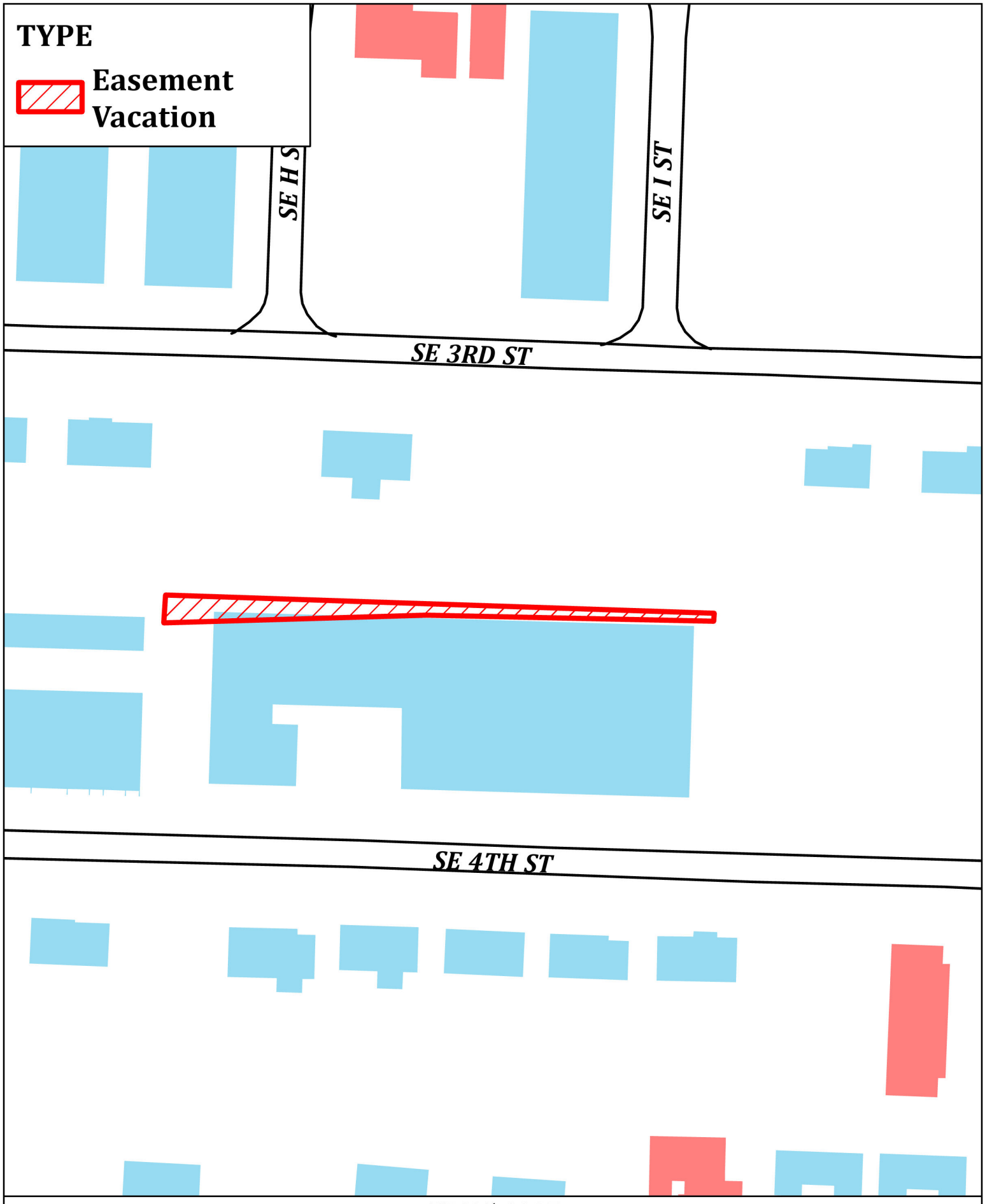
Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

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

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

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

Budget Impact Notes for Consideration (Optional):



VAC25-0007
Lanterns on 4th Utility Easement Vacation
919 SE 4TH ST

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 Market District II, LLC requesting a utility easement vacation (VAC25-0007) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

AN EXISTING SEWER UTILITY EASEMENT LOCATED IN A PART OF LOT 1 OF MASON ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT FILED AS INSTRUMENT NUMBER L202348069, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR MARKING THE NORTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE S88°05'29"E 180.12' TO AN EXISTING REBAR, THENCE S88°06'20"E 209.97', THENCE S03°45'20"W 5.66'. THENCE N88°47'47"W 204.49', THENCE S88°19'11"W 186.40', THENCE N03°40'50"E 19.80' TO THE POINT OF BEGINNING, CONTAINING 0.09 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 April 8, 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:	3/11/2025	**Submitted By:**	Jarrod 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 for Hwys. 12/279/Vaughn Rd. Intersection Improvement FFY 2026 STBGP-A Application
Action Recommendation & Justification:	Staff recommends approving a resolution expressing the willingness of the City of Bentonville to utilize FFY 2026 STBGP-A grant funds for Right of Way and Utilities activities for the improvements to the Airport Boulevard (Hwy 12) and Vaughn Rd (Hwy 279) intersections. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 636,000.00

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

NORTHWEST ARKANSAS
REGIONAL PLANNING COMMISSION (NWARPC)

Surface Transportation Block Grant Program – Attributable (STBGP-A)
FFY 2026 *Existing Project* Additional Funding Request

NWARPC DISCLAIMER: This notice is in accordance with the NWARPC 2045 Metropolitan Transportation Plan, the Infrastructure Investment and Jobs Act (IIJA) in cooperation with local agencies, the Arkansas Department of Transportation, the Missouri Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration. Documents are funded in part through grant(s) from the FHWA, FTA, and/or the U.S. Department of Transportation. The views and opinions of the NWARPC expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation.

TRANSPORTATION IMPROVEMENT PROGRAM (TIP) PUBLIC PARTICIPATION PROCESS FOR PROGRAM OF PROJECTS (POP): The public participation procedures outlined in the NWARPC Public Participation Plan (PPP) with respect to TIP development serve as the public participation process required for the development of transit projects as per FTA Circular 9030.1E. Specifically, the public participation procedures outlined in the PPP will serve to satisfy the Program of Projects (POP) requirements of the Section 5307, Urbanized Area Formula Grant Program for the University of Arkansas/Razorback Transit and Ozark Regional Transit. The NARTS and any and all public transit operators will address the POP requirements as per FTA Circular 9030.1E. Additionally, any and all public transit operator's capital projects and operational costs are included in the NARTS TIP which is developed through a cooperative and collaborative process with interested parties and other private and public transportation providers.

NWARPC NOTICE OF NONDISCRIMINATION POLICY: The NWARPC complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the NWARPC does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in NWARPC's programs and activities, as well as the NWARPC's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the NWARPC's nondiscrimination policies may be directed to Nicole Gibbs, AICP, Regional Planner – EEO/DBE (ADA/504/Title VI Coordinator), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voice/TTY 711 or 1-800-285-1131) or ngibbs@nwarpc.org; Para llamadas en espanol, marques el 866-656-1842; para llamadas en ingles, marques el 711 o directamente al 800-285-1131 o ngibbs@nwarpc.org. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille. If information is needed in another language, contact NWARPC. Si se necesita información en otro idioma, comuníquese con NWARPC.

FFY 2026 STBGP-A Existing Project Funding Request Timeline:

Call for Projects: January 5, 2025
Project Submittal Deadline: April 3, 2025 at 11:59 PM, CT
Project Sponsor Presentation to TAC Committee: April 17, 2025

STBGP-A Funding Background:
In 2012, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) designated the Fayetteville-Springdale-Rogers, AR-MO urbanized area as a Transportation Management Area (TMA). This TMA designation provides Surface Transportation Block Grant Program – Attributable (STBGP-A) funds to the Northwest Arkansas Regional Planning Commission (NWARPC) based on the 2010 Census Urbanized Area population of 295,083. The Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (Nov. 15, 2021) provides federal apportioned suballocated funding to the Fayetteville-Springdale-Rogers AR-MO Urbanized area. Under current BIL, STBGP-A funds can be utilized for all eligible transportation projects at the discretion of the Metropolitan Planning Organization (MPO), which is the Northwest Arkansas Regional Planning Commission/Policy Committee (NWARPC).

Availability of approximately $12 million is anticipated. Availability of FFY 2026 and subsequent years funds are subject to Congressional action.

The STBGP-A is a federally funded, 80% Federal/20% local, reimbursable program and projects must meet and follow the ARDOT Local Public Agency (LPA) federal-aid process for reimbursement. Funds must be used for eligible projects that are submitted by eligible entities and chosen through a competitive process. The LPA Manual can be found at: www.ardot.gov/divisions/local-programs/local-public-agency-project-manual/.

Guidelines:
The MPO will use the following guidelines to allocate STBGP-A funds:

1.1 **Staffing.** Up to $200,000 may be utilized for MPO staffing purposes.

1.2 **Project Types.** (https://www.fhwa.dot.gov/bipartisan-infrastructure-law/stbg.cfm)

1.2.1 **Projects of Regional Significance**. From the remaining funds after staffing, STBGP-A funds will be utilized for Projects of Regional Significance. Regional Significance is defined as an improvement to major routes such as north/south corridors and the east/west corridors and frontage roads that improve access, reduce crash rates, and/or to relieve congestion to the north/south routes. Plans and Studies may be included as regional projects.

1.2.2 **Other Projects.** From the remaining funds after staffing, up to 20% may be utilized for other eligible projects that increase capacity.

1.2.3 **In the case of emergency** for full expenditure of funds, the Policy Committee can authorize funding for any eligible projects.

1.3 **Project Selection and Scoring**. All projects will be scored utilizing the same criteria. Project selection will be based on the overall number of projects submitted, availability of funding, and demonstrated need.

1.4 **Minimum Project Size.** The proposed project shall be a minimum of $125,000 for engineering design projects and $1,250,000 for construction projects. An exception may be made to these minimum amounts to ensure obligation of funds.

1.5 **Maximum Amount Per Project Sponsor.** A goal is to allocate no more than 50% of the Regionally Significant funds to a single project sponsor in one year. There is the understanding that Regionally Significant funding should be equitably distributed within the Urbanized Area over time.

1.6 **Funding of Phased Projects.** When the first year of project funding includes engineering funding (design, engineering and environmental), there will typically be at least a one-year gap before receiving funding for ROW, utilities, and construction. Once a project has been selected for NWARPC STBGP-A funding, it will be reviewed again when resubmitted for funding of subsequent phases.

1.7 **Application and Deadline Requirement.** All project sponsors must submit a request for funding and meet the required deadline, as noted above.

1.8 **Obligation of Funds.** All projects awarded must meet the **obligation deadline of September 30, 2026.** (Note: The project will need to be through the ARDOT process and submitted to FHWA by the end of August to obligate funds before the September deadline).

1.9 **Project Selection Criteria.** Projects will be evaluated and scored based on the following categories:

- Congestion Management
- Regional Significance/Connectivity
- Safety
- Overall Improvement to the Transportation System
- Project Design
- Project Continuation, Partnership, Cost-Sharing

1.10 **Federal-Aid Project Requirements**. Projects are required to be designed to AASHTO and Federal Standards/Guidelines - PE/Environmental, Engineering/Design, ROW, and Utility Relocation

1.11 **Other Considerations.** Projects will be evaluated in consideration of Board-adopted regional plans, policies, and initiatives. Applications are encouraged to demonstrate implementation of regional plans [e.g. Metropolitan Transportation Plan (MTP); Comprehensive Safety Action Plan (CSAP) and Vision Zero Policy; Congestion Management Process; Intelligent Transportation System (ITS) Architecture; Transportation Systems Management and Operations (TSMO); NWA Bicycle Pedestrian Master Plan; Connect NWA Transit Development Plan; NWA Transportation Alternatives Analysis; NWA Energy & Environment Innovation (EEI) Plan; NWA Open Space Plan; and Cave Springs Area Karst Resource Conservation Study].

1.12 **Application Submittal.** Submit paper applications to NWARPC, 1311 Clayton St., Springdale, AR 72762 or submit electronic applications to ngibbs@nwarpc.org. For more information on this program or questions related to the application process, please contact Nicole Gibbs, Transportation Programs Manager/Regional Planner, (479) 751-7125 x105, or visit www.nwarpc.org/funding-programs/.

1.13 **Resolution**. A signed resolution from the Applicant's governing body is **required to be submitted with the application**. See sample resolution at the end of this document.

NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A)
FFY2026 *Existing Project* Funding Request

Project Sponsor Data:

Sponsor Jurisdiction: City of Bentonville Phone Number: 479-254-2066

Primary Contact: Rebecca Pinson E-mail: rpinson@bentonvillear.com

Partners: _____

General Project Data:

Project Title: SW Regional Airport Blvd./S. Vaughn Rd Inters ArDOT Job No. 090613

Project Funding and Future Needs:

Total NWARPC Federal Funds Awarded to Project to Date $ 500,000.00

Updated Total Project Cost Estimate $ 11,925,000.00

FFY 2026 Funding Request: Phase ROW and Utilities Federal (80%) Amount $ 2,544,000.00

FFY 2027 Future Need: Phase _____ Federal (80%) Amount $ _____

FFY 2028 Future Need: Phase _____ Federal (80%) Amount $ _____

Federal Fiscal Year (Oct. to Sept. 30)

	FFY 2025				FFY 2026				FFY 2027				FFY 2028			
	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept
Design																
Environment																
Utilities				X	X	X										
Right-of-Way			X	X	X											
Construction																

Note: Place X in each period for the duration of each phase

Project Authorization: Verify the current request is supported by the original resolution submitted for the existing project (e.g. funding amount, local match, and funding source) – attach a copy.

AUTHORIZED SIGNATURE: _____ DATE: _____

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BENTONVILLE TO UTILIZE THE FEDERAL- AID SURFACE TRANSPORTATION BLOCK GRANT PROGRAM-ATTRIBUTABLE (STBGP-A) (FFY 2026) GRANT FUNDS ADMINISTERED BY THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION (NWARPC) FOR RIGHT OF WAY AND UTILITIES ACTIVITIES TO IMPROVE SOUTHWEST REGIONAL AIRPORT BOULEVARD./S. VAUGHN ROAD INTERSECTION IMPROVEMENT

WHEREAS, The City of Bentonville understands Federal-aid Surface Transportation Block Grant Program-Attributable (STBGP-A)(FFY 2026) funds are available at 80 % federal participation and 20% local match to complete right of way and utility work for the improvement of Southwest Regional Airport Boulevard/South Vaughn Road Intersection; and

WHEREAS, The City of Bentonville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant; and

WHEREAS, the current application requests two million five hundred forty-four thousand dollars ($2,544,000.00) to be put toward right- of- way and utilities work; and

WHEREAS, the total match required for this amount would total 20% of the associated project cost which is six hundred thirty-six thousand dollars ($636,000.00); and

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

Section 1. The City of Bentonville will participate in accordance with its designated responsibility, including maintenance of this project.

Section 2. The City of Bentonville Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the right- of -way and utility work of the above state project.

Section 3. The City of Bentonville pledges its full support and hereby authorizes the City of Bentonville to cooperate with the Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

Section 4. The City of Bentonville will commit the required matching funds for the right- of- way and utility work to improve Vaughn Road, these funds are hereby committed out of the street bond account pending approval of the application.

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:	3/11/2025	**Submitted By:**	Jarrod Brightwell
Phone:	479-418-8675	**For Department(s):**	Transporation
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 Greenhouse Road FFY 2026 STBGP-A Application
Action Recommendation & Justification:	A resolution expressing the willingness of the City of Bentonville to utilize FFY 2026 STBGP-A grant funds for Right of Way and Utilities activities for the Greenhouse Road Safety Improvements project. This is in partnership with Centerton. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Centerton City Council is voting on its Resolution for this funding at its March 11, 2025 meeting.
Amount for Approval:	**$** 643,229.92

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

NORTHWEST ARKANSAS
REGIONAL PLANNING COMMISSION (NWARPC)

Surface Transportation Block Grant Program – Attributable (STBGP-A)
FFY 2026 *Existing Project* Additional Funding Request

NWARPC DISCLAIMER: This notice is in accordance with the NWARPC 2045 Metropolitan Transportation Plan, the Infrastructure Investment and Jobs Act (IIJA) in cooperation with local agencies, the Arkansas Department of Transportation, the Missouri Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration. Documents are funded in part through grant(s) from the FHWA, FTA, and/or the U.S. Department of Transportation. The views and opinions of the NWARPC expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation.

TRANSPORTATION IMPROVEMENT PROGRAM (TIP) PUBLIC PARTICIPATION PROCESS FOR PROGRAM OF PROJECTS (POP): The public participation procedures outlined in the NWARPC Public Participation Plan (PPP) with respect to TIP development serve as the public participation process required for the development of transit projects as per FTA Circular 9030.1E. Specifically, the public participation procedures outlined in the PPP will serve to satisfy the Program of Projects (POP) requirements of the Section 5307, Urbanized Area Formula Grant Program for the University of Arkansas/Razorback Transit and Ozark Regional Transit. The NARTS and any and all public transit operators will address the POP requirements as per FTA Circular 9030.1E. Additionally, any and all public transit operator's capital projects and operational costs are included in the NARTS TIP which is developed through a cooperative and collaborative process with interested parties and other private and public transportation providers.

NWARPC NOTICE OF NONDISCRIMINATION POLICY: The NWARPC complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the NWARPC does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in NWARPC's programs and activities, as well as the NWARPC's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the NWARPC's nondiscrimination policies may be directed to Nicole Gibbs, AICP, Regional Planner – EEO/DBE (ADA/504/Title VI Coordinator), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voice/TTY 711 or 1-800-285-1131) or ngibbs@nwarpc.org; Para llamadas en espanol, marques el 866-656-1842; para llamadas en ingles, marques el 711 o directamente al 800-285-1131 o ngibbs@nwarpc.org. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille. If information is needed in another language, contact NWARPC. Si se necesita información en otro idioma, comuníquese con NWARPC.

FFY 2026 STBGP-A Existing Project Funding Request Timeline:

Call for Projects: January 5, 2025
Project Submittal Deadline: April 3, 2025 at 11:59 PM, CT
Project Sponsor Presentation to TAC Committee: April 17, 2025

STBGP-A Funding Background:
In 2012, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) designated the Fayetteville-Springdale-Rogers, AR-MO urbanized area as a Transportation Management Area (TMA). This TMA designation provides Surface Transportation Block Grant Program – Attributable (STBGP-A) funds to the Northwest Arkansas Regional Planning Commission (NWARPC) based on the 2010 Census Urbanized Area population of 295,083. The Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (Nov. 15, 2021) provides federal apportioned suballocated funding to the Fayetteville-Springdale-Rogers AR-MO Urbanized area. Under current BIL, STBGP-A funds can be utilized for all eligible transportation projects at the discretion of the Metropolitan Planning Organization (MPO), which is the Northwest Arkansas Regional Planning Commission/Policy Committee (NWARPC).

Availability of approximately $12 million is anticipated. Availability of FFY 2026 and subsequent years funds are subject to Congressional action.

The STBGP-A is a federally funded, 80% Federal/20% local, reimbursable program and projects must meet and follow the ARDOT Local Public Agency (LPA) federal-aid process for reimbursement. Funds must be used for eligible projects that are submitted by eligible entities and chosen through a competitive process. The LPA Manual can be found at: www.ardot.gov/divisions/local-programs/local-public-agency-project-manual/.

Guidelines:
The MPO will use the following guidelines to allocate STBGP-A funds:

1.1 **Staffing.** Up to $200,000 may be utilized for MPO staffing purposes.

1.2 **Project Types.** (https://www.fhwa.dot.gov/bipartisan-infrastructure-law/stbg.cfm)

1.2.1 **Projects of Regional Significance**. From the remaining funds after staffing, STBGP-A funds will be utilized for Projects of Regional Significance. Regional Significance is defined as an improvement to major routes such as north/south corridors and the east/west corridors and frontage roads that improve access, reduce crash rates, and/or to relieve congestion to the north/south routes. Plans and Studies may be included as regional projects.

1.2.2 **Other Projects.** From the remaining funds after staffing, up to 20% may be utilized for other eligible projects that increase capacity.

1.2.3 **In the case of emergency** for full expenditure of funds, the Policy Committee can authorize funding for any eligible projects.

1.3 **Project Selection and Scoring**. All projects will be scored utilizing the same criteria. Project selection will be based on the overall number of projects submitted, availability of funding, and demonstrated need.

1.4 **Minimum Project Size.** The proposed project shall be a minimum of $125,000 for engineering design projects and $1,250,000 for construction projects. An exception may be made to these minimum amounts to ensure obligation of funds.

1.5 **Maximum Amount Per Project Sponsor.** A goal is to allocate no more than 50% of the Regionally Significant funds to a single project sponsor in one year. There is the understanding that Regionally Significant funding should be equitably distributed within the Urbanized Area over time.

1.6 **Funding of Phased Projects.** When the first year of project funding includes engineering funding (design, engineering and environmental), there will typically be at least a one-year gap before receiving funding for ROW, utilities, and construction. Once a project has been selected for NWARPC STBGP-A funding, it will be reviewed again when resubmitted for funding of subsequent phases.

1.7 **Application and Deadline Requirement.** All project sponsors must submit a request for funding and meet the required deadline, as noted above.

1.8 **Obligation of Funds.** All projects awarded must meet the **obligation deadline of September 30, 2026.** (Note: The project will need to be through the ARDOT process and submitted to FHWA by the end of August to obligate funds before the September deadline).

1.9 **Project Selection Criteria.** Projects will be evaluated and scored based on the following categories:

- Congestion Management
- Regional Significance/Connectivity
- Safety
- Overall Improvement to the Transportation System
- Project Design
- Project Continuation, Partnership, Cost-Sharing

1.10 **Federal-Aid Project Requirements**. Projects are required to be designed to AASHTO and Federal Standards/Guidelines - PE/Environmental, Engineering/Design, ROW, and Utility Relocation

1.11 **Other Considerations.** Projects will be evaluated in consideration of Board-adopted regional plans, policies, and initiatives. Applications are encouraged to demonstrate implementation of regional plans [e.g. Metropolitan Transportation Plan (MTP); Comprehensive Safety Action Plan (CSAP) and Vision Zero Policy; Congestion Management Process; Intelligent Transportation System (ITS) Architecture; Transportation Systems Management and Operations (TSMO); NWA Bicycle Pedestrian Master Plan; Connect NWA Transit Development Plan; NWA Transportation Alternatives Analysis; NWA Energy & Environment Innovation (EEI) Plan; NWA Open Space Plan; and Cave Springs Area Karst Resource Conservation Study].

1.12 **Application Submittal.** Submit paper applications to NWARPC, 1311 Clayton St., Springdale, AR 72762 or submit electronic applications to ngibbs@nwarpc.org. For more information on this program or questions related to the application process, please contact Nicole Gibbs, Transportation Programs Manager/Regional Planner, (479) 751-7125 x105, or visit www.nwarpc.org/funding-programs/.

1.13 **Resolution**. A signed resolution from the Applicant's governing body is **required to be submitted with the application**. See sample resolution at the end of this document.

NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A)
FFY2026 *Existing Project* Funding Request

Project Sponsor Data:

Sponsor Jurisdiction: City of Bentonville Phone Number: 479-254-2066

Primary Contact: Becky Pinson E-mail: rpinson@bentonvillear.com

Partners: City of Centerton

General Project Data:

Project Title: Greenhouse Road ArDOT Job No. 090628

Project Funding and Future Needs:

Total NWARPC Federal Funds Awarded to Project to Date $ 4,889,964.00

Updated Total Project Cost Estimate $ 42,249,411.83

FFY 2026 Funding Request: Phase ROW and Utilities Federal (80%) Amount $ 2,572,919.68

FFY 2027 Future Need: Phase _____ Federal (80%) Amount $ _____

FFY 2028 Future Need: Phase _____ Federal (80%) Amount $ _____

Federal Fiscal Year (Oct. to Sept. 30)

	FFY 2025				FFY 2026				FFY 2027				FFY 2028			
	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept
Design																
Environment																
Utilities		X	X	X	X	X	X	X								
Right-of-Way		X	X	X	X											
Construction						X	X	X	X	X	X	X	X	X	X	X

Note: Place X in each period for the duration of each phase

Project Authorization: Verify the current request is supported by the original resolution submitted for the existing project (e.g. funding amount, local match, and funding source) – attach a copy.

AUTHORIZED SIGNATURE: _____ DATE: _____

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BENTONVILLE TO PARTNER WITH THE CITY OF CENTERTON TO UTILIZE THE FEDERAL- AID SURFACE TRANSPORTATION BLOCK GRANT PROGRAM-ATTRIBUTABLE (STBGP-A) (FFY 2026) GRANT FUNDS ADMINISTERED BY THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION (NWARPC) FOR RIGHT OF WAY AND UTILITIES ACTIVITIES TO IMPROVE GREENHOUSE ROAD.

WHEREAS, The City of Bentonville understands Federal-aid Surface Transportation Block Grant Program-Attributable (STBGP-A)(FFY 2026) funds are available at 80 % federal participation and 20% local match to complete right of way and utility work for the improvement of Greenhouse Road; and

WHEREAS, The City of Bentonville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant; and

WHEREAS, the City of Bentonville intends to partner with the City of Centerton and apply for STBGP-A funding for this project; and

WHEREAS, the current application requests two million five hundred seventy-two thousand nine hundred nineteen dollars and sixty-eight cents ($2,572,919.68) to be put toward right- of- way and utilities work; and

WHEREAS, the total match required for this amount would total 20% of the associated project cost which is six hundred forty-three thousand two hundred twenty-nine dollars and ninety-two cents ($643,229.92); and

WHEREAS, the local match would be split between the City of Bentonville and the City of Centerton based on the following; and

WHEREAS, The City of Bentonville will be responsible for the costs of the right of way activities proposed under this award based on the right of way parcels located within the City of Bentonville boundaries within the project limits; and

WHEREAS, The City of Centerton will be responsible for the costs of the right-of-way activities proposed under this award based on the right of way parcels located within the City of Centerton boundaries within the project limits.

WHEREAS, The City of Bentonville will be responsible for approximately 55% of the utility work and The City of Centerton will be responsible for approximately 45% of the utility work.

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

Section 1. The City of Bentonville will participate in accordance with its designated responsibility, including maintenance of this project.

Section 2. The City of Bentonville Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the right- of -way and utility work of the above state project.

Section 3. The City of Bentonville pledges its full support and hereby authorizes the City of Bentonville to cooperate with the Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

Section 4. The City of Bentonville will commit the required matching funds for the right- of- way and utility work to improve Greenhouse Road, these funds are hereby committed out of the street bond account pending approval of the application.

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:	3/11/2025	**Submitted By:**	Jarrod 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 RFQ-24-48 Greenhouse Road Acquisition Services and a Budget Adjustment
Action Recommendation & Justification:	A Resolution adjusting the 2025 budget and authorizing an agreement with Olsson, in the amount of $592,800.00, to perform acquisition services for the Greenhouse Road Safety Improvements project. A budget adjustment is needed to recognize and appropriate grant funds.
Additional Comments for Consideration (Optional):	This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law. The contract ceiling price does not include fees for eminent domain proceedings. The schedule of rates includes potential fees should eminent domain become necessary. STBGP-A funds were awarded to the City via 2 grants, to fund this agreement, in partnership with the City of Centerton.
Amount for Approval:	$ 592,800.00

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
203810-33110	Federal Direct Grant	$	$ 3,333,396
203810-33110	Federal Direct Grant	$	$ 461,928
203810-47380	Street Construction	$ 4,744,155	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

The matching portion of both grants is 20%, $833,349.00 for one and $115,482.00 for the second. This will be split 55% Bentonville, 45% Centerton for utilities. Right of way costs will be paid by the parcel's location. There are 35 parcels in Bentonville and 41 parcels in Centerton. The City's matching portion is funded by Street fund set asides in the 2025 budget.

AGREEMENT
FOR
PROFESSIONAL SERVICES

Job No. 090628
Greenhouse Rd. Safety Impvts. (Bentonville) (S)
(City of Bentonville)

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, 2025, by and between City of Bentonville, Arkansas ("Owner"), and Olsson, Inc. ("Consultant"), a corporation existing under the laws of the State of Nebraska, with principal offices at 3537 N. Steele Blvd., Suite 310, Fayetteville, Arkansas 72703.

WITNESSETH:

WHEREAS the Owner is planning to improve Greenhouse Road between Highway 12 and Highway 102 in Bentonville and Centerton, Arkansas; and,

WHEREAS, the Owner's forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, the Consultant's staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Owner to obtain the assistance of the Consultant's organization in connection with professional services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

1.1. "Owner" means the City of Bentonville, Arkansas.

1.2. "Consultant's Representative" shall be Ryan Simpson, until written notice is provided to the Owner designating a new representative.

1.3. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is **$592,800**. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.

1.4. "Default" means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subconsultants in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*

1.5. "Department" or "ARDOT" means the Arkansas Department of Transportation.

1.6. "DOT" means the United States Department of Transportation.

1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 Code of Federal Regulations (CFR).

1.8. "Fee." As used herein, the term means the specific rates of compensation set forth in the schedule in Subsection 3.1.1. The Fee includes compensation for all cost and profit. There shall be no reimbursement of costs incurred by the Consultant in the performance of this Agreement.

1.9. "FHWA" means the Federal Highway Administration.

1.10. "Title I Services" are those services provided by the Consultant before the award of the contract for construction of the Project, consisting primarily of professional services for the planning or design of the Project.

1.11. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is **$592,800**. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.

1.12. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project.

1.13. "Title II Services Ceiling Price." The Title II Services Ceiling Price for this Agreement is not applicable. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

2. TYPE OF AGREEMENT

2.1. This Agreement is a specific rate of compensation contract. The Consultant is being hired to perform professional services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner shall pay to the Consultant the Fee, to be determined according to the activity rates as set forth in Section 3, Fees and Payment. The Fee includes compensation for any cost to be incurred by the Consultant, and the Consultant shall not be reimbursed for additional costs incurred beyond those detailed in Section 3. The Consultant shall bear the costs, and resulting risks, of performing this Agreement.

2.2. Under no circumstances shall the Owner be liable for any amounts, including all costs, which exceed the Contract Ceiling Price that is specified in and set forth in this Agreement unless modified by a supplemental agreement and agreed to by both the Owner and Consultant.

2.3. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments to the Consultant are subject to the requirements and limitations of FAR particularly Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any other information submitted to the Owner with any claim for full or partial payment.

3. FEES AND PAYMENT

3.1. *Fee*. The justification for the fees and the use of the specific rate of compensation method of payment is contained in Appendix A, the scope of services, and the description of the project as provided herein. The Owner shall pay the Consultant a Fee determined by the hourly or other unit rate shown in the following schedule. Partial hours and units shall be pro-rated. Under no circumstances shall Fee payments exceed the Contract Ceiling Price.

3.1.1. Schedule of Rates
See Appendix A-1

3.1.2. The foregoing paragraph does not authorize or permit the Consultant to perform services at the overtime rates shown, but only establishes the appropriate rates in the event that the Owner subsequently authorizes overtime. Payment of the Fee at overtime rates is expressly contingent upon the written approval of the Owner *before* the Consultant, its employees, or its agents begin the work for which the overtime rate will be requested. Regardless whether the Owner authorizes and pays the overtime rates set forth above, the Consultant shall comply with all state and federal wage and hour laws and regulations.

3.2. *Invoices and Payments*. Payments of the Fee shall be made as follows unless modified by the written agreement of both parties

3.2.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher stating the hourly rates and hours for each category of personnel, the unit rates and units for the activities performed, and the amount of the Fee due for the time period covered by the invoice.

3.2.2. Invoices shall be submitted by email in pdf format that cannot be altered to:

Email: jbrightwell@bentonvillear.com
Mail: City of Bentonville
Attn: Jarrod Brightwell
1000 SW 14th Street
Bentonville, AR 72712

3.2.3. Accompanying the invoice, the Consultant shall also submit an estimate of the amount and value of the work accomplished under this Agreement for the period of time covered by the invoice, along with any supporting data required by the Owner. The Consultant shall include in the invoice and estimate only that work, which meets the standards of quality established under this Agreement. At a minimum, the supporting data shall include progress reports in the form and number required by the Owner.

3.2.4. Upon approval of the invoice and estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable.

3.3. *Title I Services, Title II Services Ceiling Price, and Contract Ceiling Prices*. The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I and Title II services under this Agreement, including all costs and fees, shall not exceed the Title I and Title II Services Ceiling Price, respectively. No adjustment, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.4. *Final payment*.

3.4.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of that part of the Fee (if any) earned and approved but not previously paid.

3.4.2. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver a release of all claims discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this Agreement.

3.4.3. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner. Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,

- A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.5. *Owner's Right to Withhold Payment*. The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of negligent performance of the services of the Consultant and made against the Owner and which are covered under the indemnity provision of Section 27; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subconsultants in the time provided by this Agreement; (5) payment requests received including fees for unapproved subconsultants; and/or (6) unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. DISALLOWANCE OF COSTS

4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.

4.2. Failure to issue a notice under this Section shall not affect the Owner's rights to take exception to incurred costs.

4.3. If a subsequent audit reveals that items not properly reimbursable have, in fact, been reimbursed as reimbursable costs, the Owner may offset, or the Consultant shall repay to the Owner, any overpayment.

5. RECORDS & AUDITS

5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

5.2. *Examination.* The Consultant shall maintain, and the Owner, ARDOT, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination that a specific rate of compensation type of agreement is justified, including any CPA audit. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.

5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of the Fee, request for an adjustment, or assertion of a claim, the Owner, ARDOT, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—

- Any proposal for the Agreement, subcontract, or modification;
- Discussions conducted on the proposal(s), including those related to negotiating;
- Fees or costs under the Agreement, subcontract, or modification;
- Performance of the Agreement, subcontract or modification; or,
- The amount and basis of any claim or dispute.

5.4. *Audit.* The Owner, ARDOT, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.

5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, ARDOT, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1)

the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 29, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement and all other pending matters are closed, or for any longer period required by statute or by other clauses of this Agreement. In addition—

5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

6. DESCRIPTION OF THE PROJECT

6.1. The City of Bentonville, in partnership with the City of Centerton, is proposing to engage an acquisition firm to provide acquisition services for improvements to Greenhouse Road between Hwy. 12 and Hwy. 102 in Bentonville and Centerton.

The proposed acquisition will include 76 parcels ranging from Temporary Construction Easements, Utility Easements and Right of Way. This work is to specifically include Review Services, Appraisal Updates, Appraisal Review Updates, Negotiation Services, Closing Services, Property Management Services, and Eminent Domain Proceeding Support as required.

This project includes Surface Transportation Block Grant Program-Attributable (STBGP-A) funds and all work will be reviewed and approved by the Arkansas Department of Transportation (ARDOT). All work and contract requirements shall conform to the requirements of the Federal Highway Administration (FHWA), ARDOT Right of Way Policies and Procedures Manual, the City of Bentonville, and all applicable Federal, State and Local laws and regulations

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT

7.1. The Consultant will provide right of way acquisition in accordance with Appendix A-4. Such services will be provided by the personnel specified in the proposal. Any changes in scope, schedule, consultant personnel or subconsultants must be approved by the Owner in writing prior to the change being made.

8. INFORMATION TO BE PROVIDED BY THE OWNER

8.1. See Appendix A-3.

9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

9.1. Title II Services are not applicable for this Agreement.

10. COORDINATION WITH OWNER

10.1. Throughout the Project, the Consultant shall hold meetings as needed in Bentonville, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, ARDOT, and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

11. OFFICE LOCATION FOR REVIEW OF WORK

11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, ARDOT, and the FHWA at the project office of the Consultant located at 3537 N. Steele Blvd., Suite 310, Fayetteville, Arkansas 72703.

12. ACCESS TO PROPERTY

12.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Owner. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

13. DELIVERABLES

13.1. See Appendix A-5.

14. SUBCONTRACTING

14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subconsultants, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subconsultants shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.

14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions,

(2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.

14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.

14.5. *Prompt Payment*. The Consultant shall pay subconsultants for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subconsultant within 30 days after the subconsultant's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:

- make payments directly to the subconsultant and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due to the Consultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subconsultants have been and will be promptly paid for work performed.

14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF THE CONSULTANT

15.1. Neither the employees of the Consultant, or of its subconsultants, shall be deemed employees of the Owner for the purposes of this Agreement.

15.2. The Consultant and its subconsultants agree that it will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement. Furthermore, the Consultant and its subconsultants shall not enter into any other contract during the term of this Agreement that would create or involve a conflict of interest with the services provided herein or other contracts that may be adverse to the Owner, State, City or County as it relates to this Agreement.

15.3. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation above the Contract Price, correct or revise any errors or deficiencies in its designs, surveys, drawings, specifications, and other services.

15.4. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness

and accuracy of documents, designs, surveys, drawings, specifications, cost estimates, and other services provided.

15.5. The Consultant further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the ARDOT and FHWA, which shall be incorporated herein by reference.

15.6. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consultants engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.

15.7. The Consultant and any subconsultant shall employ qualified and competent personnel to perform the work under this Agreement.

15.8. Neither the Owner's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

15.9. The rights and remedies of the Owner provided under this Agreement are in addition to any other rights and remedies provided by law.

15.10. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

16.1. *Definitions*. *Acceptance,* as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction,* as used in this Agreement, means the elimination of a defect.

16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, conform to the requirements of this Agreement, meet the satisfaction of the Owner, and are performed in accordance to the prevailing industry standards, including standards of conduct and care, format and content.

16.3. If the Consultant is required to correct or re-perform, it shall be at no additional cost to the Owner above the Contract Price, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Fee.

16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Fee.

16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

17. TERM, COMMENCEMENT, AND COMPLETION

17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein, to be completed by **December 31, 2025**, unless extended or terminated by the Owner in accordance with this Agreement.

17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]

17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed as follows:

See Appendix D: Project Schedule.

18. TERMINATION

18.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.

18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.

18.3. Upon receipt of the notice, the Consultant shall:

- Immediately discontinue all services affected (unless the notice directs otherwise).
- Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
- Terminate all subcontracts to the extent they relate to the work terminated.
- In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
- With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
- Complete performance of any work not terminated.
- Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Owner has or may acquire an interest.

18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Fee, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services.* The Owner, upon its own determination, shall pay the Consultant in addition to payment for services rendered and reimbursable costs incurred, for all expenses the Owner determines to have been reasonably incurred by the Consultant in connection with the orderly termination of this Agreement including but not limited to demobilization, reassignment of personnel, associated indirect costs and all other expenses directly resulting from termination.

18.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's Default.

18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 29, Disputes and Claims.

18.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement and shall not constitute a waiver of any other such right or remedy.

19. STOP WORK ORDERS

19.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—

19.1.1. Cancel the stop work order; or

19.1.2. Terminate the work pursuant to Section 18, Termination.

19.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Fee, or both, and the Agreement shall be modified in writing accordingly, if—

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,
- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 29, Disputes and Claims.

20. CHANGES

20.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1)

documents, drawings, surveys, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

20.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

20.3. All claims and disputes shall be governed by Section 29, Disputes and Claims. As provided in Section 29, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

20.4. Failure to agree to any adjustment shall be a dispute under Section 29, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

21. OWNERSHIP OF DOCUMENTS & DATA

21.1. Except for any pre-existing intellectual property, all project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data at no cost to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product. Any Owner use of the Consultant's work product for the purposes other than intended by this Agreement will be without risk to the Consultant.

22. PATENT AND COPYRIGHT INFRINGEMENT

22.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.

22.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.

22.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.

22.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.

22.5. This indemnity shall not apply unless the Consultant has been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall be given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

23.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of ARDOT job numbers and FAP numbers for all contracts with the Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

24. FUNDING LIMITATIONS

24.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated and provided by the State of Arkansas and those to be provided by the United States.

25. RESTRICTIONS ON EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES

25.1. The Consultant shall not be permitted to employ or make an offer of employment, for regular or part-time work related to this Project during the term of this Agreement, to any person who:

- is a present employee of the City of Bentonville or the Department;
- is a former employee of the City of Bentonville and/or the Department and at any time during the person's employment, the person participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, on any particular matter pertaining to this Agreement;
- is a former employee of the City of Bentonville and/or the Department within the twelve (12) months of employee cessation, and under this Agreement will knowingly act as a principal or as an agent in matters which were within this person's official responsibility;

- is a former employee of the City of Bentonville and/or the Department within the twelve (12) months of employment cessation and will engage in selling or attempting to sell commodities or services, including technical or professional consultant services, unless the former employee's last annual salary with the City and/or Department did not exceed ten thousand five hundred dollars ($10,500); or

- is a former employee of the City of Bentonville and/or the Department and at any time was terminated with cause or allowed to resign/retire in lieu of termination with cause.

25.2. Any individual or entity acting as a principal or agent on behalf of any person disqualified pursuant to the terms of provision 25.1 shall not be permitted to perform any work related to any City of Bentonville project for the Consultant during the term of this Agreement.

25.3. This Section is not intended to preclude a former employee from accepting employment with the Consultant solely because the Consultant has entered into this Agreement with the Owner.

26. SUCCESSORS AND ASSIGNS

26.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or having any interest in, this Agreement.

27. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

27.1. *Indemnity*. The Consultant shall hold harmless and indemnify the Owner and the ARDOT, their officers, employees and agents and all other governmental agencies with an interest in the Project, from and for all claims and liabilities stemming from any negligent acts, errors or omissions in the services performed in this Agreement on the part of the Consultant and its subconsultants, and their agents and employees.

27.2. *No Personal Liability*. No director, officer, manager, employee, agent, assign, or representative of the Owner or the ARDOT shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

27.3. *Independent Consultant Relationship*. The parties intend that the Consultant shall be an independent consultant of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subconsultants arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

28. INSURANCE

28.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times

during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts to the extent caused by the performance of professional services under this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or $2,000,000 per claim and aggregate, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subconsultants, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible subject to the terms of the policy.

28.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.

28.3. *Workers' Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Workers' Compensation and Employer's Liability Insurance as required under Arkansas law.

28.4. *Automobile and General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain commercial general liability insurance coverage for bodily injury and property damage in the combined single limit of $1,000,000 per occurrence and aggregate, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of $1,000,000, which shall cover all owned, hired, and non-owned vehicles.

28.5. *Valuable Papers Insurance.* The Consultant shall at all times during the term of this Agreement maintain Valuable Papers Insurance, whether as part of the General Liability Insurance referenced above or as a separate insurance, in an amount sufficient to cover all cost associated with repairing, restoring, or replacing any plans, drawings, field notes, and other documents kept or created by the Consultant as part of the services under this Agreement, in the event of casualty to or loss or theft of such papers.

28.6. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

28.7. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner. In the event that the insurance is cancelled, terminated, or changed during its term and thirty (30) days written notice cannot be provided to the Owner, the Consultant shall provide any insurance required under this

Article for continual coverage upon expiration of the existing policy or become financially responsible for any claims associated with the expired period.

28.8. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage and Valuable Papers Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

28.9. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.

28.10. *Additional Insured.* All liability insurance policies, except the professional liability policy, workers' compensation, and valuable papers policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

29. DISPUTES AND CLAIMS

29.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") ***before beginning the work that gives rise to the claim***.

29.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date. ***The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.***

29.3. *Form*. All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subconsultant, or employee knowledgeable about the facts that gave rise to the claim;

- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;

- The identification and substance of any relevant documents, things, or oral communications related to the claim;

- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;

- If an extension of time is sought, the specific number of days sought and the basis for the extension;

- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,

- Any other information or documents that are relevant to the claim.

29.4. *Decision and Appeal*. If an adverse decision is rendered, the Consultant may submit the claim or dispute in writing to the Mayor within 60 days of the decision. The decision of the Mayor shall be final and conclusive unless within 60 calendar days from the date of the receipt of the Mayor's decision, the Consultant files an action in Benton County Circuit Court. By agreement of the parties, the time to file an action in Circuit Court may be extended to allow any claim or dispute to be mediated. The remedies described herein with regard to disputes are contractual substitutes limiting the rights and remedies otherwise available to the Consultant under the law, including specifically with regard to the statute of limitations, and the Consultant agrees to such contractual substitutes.

29.5. *Continued Performance*. Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.

29.6. *Nonexclusive Remedies.* The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

30. COVENANT AGAINST CONTINGENCY FEES

30.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Fee or consideration, or otherwise recover, the full amount of the contingent fee.

30.2. *Bona fide agency,* as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

30.3. *Bona fide employee,* as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and

manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

30.4. *Contingent fee,* as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

30.5. *Improper influence,* as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

31. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Consultant, for itself, its successors, and its assigns, certifies and agrees as follows:

31.1. *Compliance with Regulations*. The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49 CFR Part 21, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, or national origin be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

31.2. *Nondiscrimination*. The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, or national origin in the selection and retention of subconsultants, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the USDOT Regulations.

31.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment*. In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurements of material and leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

31.4. *Information and Reports*. The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities by the Owner, the ARDOT, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the ARDOT or the USDOT and its Affiliated Modes, as appropriate, and shall set forth the efforts it has made to obtain the records or information.

31.5. *Sanctions for Noncompliance*. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract

sanctions as it, the ARDOT, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

31.6. *Incorporation of Provisions*. The Consultant shall include the terms and conditions of this Section in every subcontract including procurements of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner, the ARDOT, or the USDOT and its Affiliated Modes may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of any direction, the Consultant may request the Owner or the ARDOT to enter into the litigation to protect the interests of the State and litigation to protect the interests of the United States.

32. DBE CLAUSE

32.1. The Consultant or subconsultant shall not discriminate on the basis of race, color, sex, national origin, age, disability, or any other protected classes in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 CFR Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.

32.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

33. COMPLIANCE WITH ALL OTHER LAWS REGARDING NONDISCRIMINATION

33.1. The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

33.2. The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, disability, or any other protected classes, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subconsultants, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

33.3. In accordance with Section 504 regulations 49 CFR Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

34. CERTIFICATION REGARDING LOBBYING

34.1. The Consultant certifies, to the best of their knowledge and belief, that:

34.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

34.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”.

34.1.3. The Consultant shall require that the language of this certification be included in the agreement for all subcontracts and that all subconsultants shall certify and disclose accordingly.

35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

35.1. The Consultant certifies, to the best of its knowledge and belief, that—

35.1.1. The Consultant and any of its Principals—

35.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

35.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

35.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 35.1.1.2; and,

35.1.1.4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for Default by any federal or state agency.

35.2. *Principals,* for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.

35.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

35.4. The certification in Subsection 35.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

36. MISCELLANEOUS

36.1. *General Compliance with Laws*. The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.

36.2. *Licensed Appraisers*. All Appraisers and Review Appraisers shall have the appropriate appraisal license through the State of Arkansas.

36.3. *Choice of Law*. This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.

36.4. *Choice of Forum*. The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.

36.5. *No Waiver of Immunity*. The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.

36.6. *Conflicts Between Laws, Regulations, and Provisions*. In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, Arkansas law and regulations, Department and FHWA Design Standards, and this Agreement.

36.7. *Severability*. If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.

36.8. *No-Waiver*. The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.

36.9. *Modification and Merger*. This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

36.10. *Force Majeure Clause*. Neither party to this Agreement shall be liable for any delay direct or indirect in performance caused by an unforeseen event such as acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party beyond such party's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure.

36.11. *Authorization to Proceed.* Execution of this Agreement by the Owner will be made by written authorization to the Consultant. The Consultant and Subconsultants shall not seek reimbursement for work initiated prior to receiving notice to proceed or work order authorization.

37. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

37.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

38. CERTIFICATION REGARDING CONFLICT OF INTEREST

38.1. The Consultant certifies, that it has no financial interest in the proposed project or construction of the proposed project.

38.1.1. The Consultant nor any of its Principals have no known conflicts with any of the following:

38.1.1.1. No financial interest in work associated with this contract;

38.1.1.2. No ownership interest in work associated with this contract;

38.1.1.3. No financial interest in the results of any agency decisions regarding approvals for work associated with this project;

38.1.1.4. Policies and procedures (provided statutory framework permits) for a contracting agency to pursue a range of civil actions and penalties including fines, suspension, or debarment associated with fraud, waste, abuse, and identified conflict of interest which were not disclosed.

38.2. For the duration of the contract, except for work expressly defined in this contract, the Consultant shall not be party to third party agreements for design or construction on projects associated with contract.

38.3. For the duration of the contract, except for work expressly defined in this contract, the Consultant shall not be party to enforceable promises or guarantees of future work associated with this contract.

39. NOTICE

39.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

39.1.1. To the Owner's Representative:

City of Bentonville
1000 SW 14th Street
Bentonville, AR 72712
Attn: Mayor Stephanie Orman

39.1.2. To the Consultant:

Olsson, Inc.
3537 N. Steele Blvd, Ste. 310
Fayetteville, AR 72703
Attn: Ryan Simpson

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

Olsson, Inc.

BY: [redacted]
Brad Hammond
Client Relationship Manager

City of Bentonville, Arkansas

BY: _____
Stephanie Orman
Mayor

APPENDICES

APPENDIX A JUSTIFICATION OF COSTS AND FEES
- A-1: Schedule of Rates
- A-2: Milestone Payment Schedule
- A-3: Information Provided by the City of Bentonville
- A-4: Services to be Provided by the Consultant
- A-5: Deliverables

APPENDIX B SUBCONTRACTS
- B-1: WACO Title Company
- B-2: Valbridge Property Advisors
- B-3: Reed & Associates, Inc.

APPENDIX C STANDARD CERTIFICATIONS
- C-1: Olsson, Inc.
- C-2: City of Bentonville
- C-3: WACO Title Company
- C-4: Valbridge Property Advisors
- C-5: Reed & Associates, Inc.

APPENDIX D PROJECT SCHEDULE

City of Bentonville, Arkansas
Right of Way Acquisition Services
Job No. 090628 - Greenhouse Rd. Safety Impvts. (Bentonville) (S)
APPENDIX A-1

SCHEDULE OF RATES

Service	No.	Cost Per Tract	Total Cost
Title & Closing Services (WACO)			
Title Commitment - 30 Year Title Search	76	$ 400	$ 30,400
Closing Services		$ -	$ -
Initial Appraisal Services (Valbridge)			
Compensation Estimate / wavier valuation ($10,000 or less)			$ -
Detailed Appraisal - Vacant Residential Land	69	$ 1,900	$ 131,100
Detailed Appraisal - Vacant Agricultural Land	1	$ 1,900	$ 1,900
Detailed Appraisal - Vacant Commercial Land	6	$ 1,900	$ 11,400
Detailed Appraisal - Residential Single Family			$ -
Detailed Appraisal - Residential Multi-Family			$ -
Detailed Appraisal - Small Commercial Property			$ -
Detailed Appraisal - Large Commercial Property			$ -
Detailed Appraisal - Improved Agricultural Property			$ -
Billboard Valuation			$ -
Appraisal Services - Updates (Valbridge)			
Compensation Estimate / wavier valuation ($10,000 or less)			$ -
Detailed Appraisal - Vacant Residential Land			$ -
Detailed Appraisal - Vacant Agricultural Land			$ -
Detailed Appraisal - Vacant Commercial Land			$ -
Detailed Appraisal - Residential Single Family			$ -
Detailed Appraisal - Residential Multi-Family			$ -
Detailed Appraisal - Small Commercial Property			$ -
Detailed Appraisal - Large Commercial Property			$ -
Detailed Appraisal - Improved Agricultural Property			$ -
Billboard Valuation			$ -
Initial Appraisal Review Services (Reed)			
Compensation Estimate / wavier valuation ($10,000 or less)			$ -
Detailed Appraisal - Vacant Residential Land	69	$ 2,000	$ 138,000
Detailed Appraisal - Vacant Agricultural Land	1	$ 2,000	$ 2,000
Detailed Appraisal - Vacant Commercial Land	6	$ 2,000	$ 12,000
Detailed Appraisal - Residential Single Family		$ 2,250	$ -
Detailed Appraisal - Residential Multi-Family		$ 2,500	$ -
Detailed Appraisal - Small Commercial Property		$ 2,500	$ -
Detailed Appraisal - Large Commercial Property		$ 3,000	$ -
Detailed Appraisal - Improved Agricultural Property		$ 2,500	$ -
Billboard Valuation		$ 2,000	$ -

City of Bentonville, Arkansas
Right of Way Acquisition Services
Job No. 090628 - Greenhouse Rd. Safety Impvts. (Bentonville) (S)
APPENDIX A-1

SCHEDULE OF RATES

Service	No.	Cost Per Tract	Total Cost
Appraisal Review Services - Update (Reed)			
Compensation Estimate / wavier valuation ($10,000 or less)			$ -
Detailed Appraisal - Vacant Residential Land	0	$ 1,500	$ -
Detailed Appraisal - Vacant Agricultural Land	0	$ 1,500	$ -
Detailed Appraisal - Vacant Commercial Land	0	$ 1,500	$ -
Detailed Appraisal - Residential Single Family			$ -
Detailed Appraisal - Residential Multi-Family			$ -
Detailed Appraisal - Small Commercial Property			$ -
Detailed Appraisal - Large Commercial Property			$ -
Detailed Appraisal - Improved Agricultural Property			$ -
Billboard Valuation			$ -
Negotiation & Waiver Valuation Services (Olsson)			
Negotiation Services	76	$ 3,500	$ 266,000
Waiver Valuation Services	0	$ 500	$ -
Waiver Valuation Review			$ -
Relocation Assistance Services			
Business Relocation	0	$ -	$ -
Partial Business Relocation	0	$ -	$ -
Landlord Business Relocation	0	$ -	$ -
Residential Relocation	0	$ -	$ -
Personal Property Move	0	$ -	$ -
Property Management Services	0	$ -	$ -
Eminent Domain/Relocation Appeal Hearings			
Pre-Trial Conference (1/2 day)	1	$ 1,250	$ 1,250
Pre-Trial Conference (full day)	1	$ 2,500	$ 2,500
Expert Witness at Trial/Hearing (1/2 day)	1	$ 1,250	$ 1,250
Expert Witness at Trial/Hearing (full day)	1	$ 2,500	$ 2,500
TOTAL			**$ 600,300**

CITY OF BENTONVILLE
RIGHT OF WAY ACQUISITION SERVICES
Job No. 090628
Greenhouse Rd. Safety Impvts. (Bentonville) (S)

APPENDIX A-2

MILESTONE PAYMENT SCHEDULE

ITEM	SCHEDULE
Title Services	Monthly - Per Tract 100% of Title Fee for Title Certificates or Commitments completed in the previous month
Initial and/or Updated Waiver Valuation and Appraisal Services	Monthly - Per Tract 100% of the Appraisal Fee for appraisals reviewed and approved in the previous month
Initial and/or Review Waiver Valuation and Appraisal Services	Monthly - Per Tract 100% of the Appraisal Review Fee for appraisals reviewed and approved in the previous month
Negotiation Services	Monthly – Per Tract 25% Upon Presentation of Offer 25% When Contract to Sell is signed or the Tract is recommended for condemnation 50% After the Contract to Sell has been accepted by the City or Condemnation proceedings have been approved and a fully documented acquisition file has been submitted
Closing Services	Monthly – Per Tract 100% After closing is completed and all original closing documents have been submitted to the City
Relocation Services	Monthly – Per Tract 20% Upon Presentation of Relocation Eligibility 50% Upon Relocation of Occupant/Tenant 30% Upon Final claims paid and submittal of fully documented relocation file
Property Management Services	Monthly – Per Tract 100% of property management services completed in the previous month
Eminent Domain/Relocation Hearings	Monthly – Per Tract 100% of services completed in the previous month

CITY OF BENTONVILLE, ARKANSAS
RIGHT OF WAY ACQUISITION SERVICES
Job No. 090628 – GREENHOUSE RD. SAFETY IMPROVEMENTS (S)
APPENDIX A-3

INFORMATION PROVIDED BY
City of Bentonville

1. Upon completion of right of way plans and environmental handling, prepare a request for authority to appraise and acquire for submission to FHWA.

2. Provide right of way and construction plans.

3. Provide legal descriptions of the property to be acquired and current ownership title certificates.

4. Provide any applicable conceptual stage relocation statement and plan.

5. Provide timely reviews and approval of submissions.

6. Provide examples of standard forms and brochures to be used in the acquisition process.

7. Process and issue all warrants for payments.

8. Provide final approval for all payments including, but not limited to, compensation estimates or appraisals and relocation assistance.

9. Conduct surveys of property owners and displacees to determine quality of performance by the Consultant.

10. Initiate, coordinate, and administer environmental investigation surveys.

11. Process condemnation actions including legal document preparation, filing, settlement or trial actions. Bentonville and Centerton will process condemnation actions separately within their respective jurisdictions.

12. Prepare exhibits used in court cases on condemned tracts as needed.

13. Provide legal opinions or recommendations that arise during the acquisition process, as needed. Consultant must notify the City of Bentonville if legal advice is needed.

14. Forward right of way certifications to ARDOT for review and approval or submission to FHWA.

15. Provide appraisal scope of work, sales brochure, approved appraisal, appraisal review, just compensation and offer letter with concurrence from ARDOT.

CITY OF BENTONVILLE, ARKANSAS
RIGHT OF WAY ACQUISITION SERVICES
Job No. 090628 – GREENHOUSE RD. SAFETY IMPROVEMENTS (S)
APPENDIX A-4

SERVICES TO BE PROVIDED BY CONSULTANT

Consultant Responsibilities: The Consultant agrees to administer professional services for acquisition of properties on the proposed Greenhouse Road Safety Improvements Project including, but not limited to:

1. Administrative Services:

1.1. Provide monthly, or as required, coordination reports to the City of Bentonville.

1.2. Attend meetings including the Consultant, ARDOT, City of Bentonville, FHWA and others as scheduled at the sole discretion of the City of Bentonville Right of Way Division as to date, time and location. The Consultant shall compile and distribute meeting minutes as required.

1.3. Maintain project records including, but not limited to, correspondence and documentation of contacts with property owners.

1.4. Document expenses related to salaries, travel, employee benefits, telephone, equipment, supplies, etc.

1.5. Prepare invoices for payment utilizing City of Bentonville's standard invoicing procedures.

1.6. Provide right of way certification in accordance with City of Bentonville's Right of Way Division Policies and Procedures Manual.

2. Title Services:

2.1. Furnish title work, prepare detailed title certificates and maintain supporting documents.

2.2. Provide title commitments including thirty (30) year title searches in accordance with ARDOT Right of Way procedures.

2.3. Be responsible for furnishing updates or revised information to the City of Bentonville and ARDOT's Right of Way Engineering Section when change of ownership occurs subsequent to the certificates obtained during right of way plan preparation.

2.4. Prepare proper instruments of conveyance and releases upon determination of title status in accordance with 1874 Arkansas Constitutional Amendment 28 and Arkansas State Law Statute 16-22-208.

2.5. Prior to closing or condemnation filing, provide updated title commitments as necessary to include a certification date not older than 120 days.

2.6. Prior to closing, provide title policy to the Department for any acquisitions over $500,000.00.

3. <u>Appraisal Services:</u>

Appraisal services will be provided as assigned by City of Bentonville as follows:

3.1. Review the City of Bentonville's right of way and construction plans.

3.2. Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvement values.

3.3. Provide a Job Cost Estimate of preliminary total estimated cost of acquiring the needed right of way and a tract by tract breakdown.

3.4. Participate in the preparation of the scope of work, which is a written document between City of Bentonville, ARDOT, and the appraiser describing the appraiser's work and the assignment. This is a separate document that will be retained in City of Bentonville's and ARDOT's Right of Way Division files.

3.5. Make corrections or revisions to scope of work as directed by Review Appraiser and the Department.

3.6. Upon completion of the field inspection, cost estimate, and scope of work, notify the Department of any recommended changes to the type of appraisal outlined for each tract in the task order. Authorization to proceed with the recommended changes must be received prior to proceeding. Failure to perform services in accordance with the standard of practice of the Department's Right of Way policies and procedures could result in nonpayment.

3.7. Prepare Sales Brochure for the Reviewer's and Department's Review. Follow Sales Brochure guidelines in the Appraisal Operations Manual.

3.8. Notify property owners as soon as feasible of the City of Bentonville's interest in acquiring the real property, including the City of Bentonville's obligation to secure an appraisal.

3.9. Follow the Uniform Act for contacting property owners and property owner's inspection. This includes inviting the property owners preferably in writing to accompany the appraiser during the appraiser's inspection of the property, and maintain record of contact in file.

3.10. When applicable, the appraiser and the relocation coordinator will meet with the property owner and determine items that are appraised as real estate and which items will be handled as personalty. This realty/personalty list will become a part of the appraisal. Legal counsel may be required if there is a question on any item.

3.11. Prepare compensation estimates or appraisals in accordance with Federal regulations and ARDOT Right of Way policies and procedures.

3.12. For on-premise signs, determine if cost to cure would be less than purchase and prepare compensation estimate or appraisal accordingly.

3.13. For off-premise signs, prepare appraisals utilizing forms provided by City of Bentonville in accordance with Federal regulations and City of Bentonville and ARDOT Right of Way policies and procedures.

3.14. Determine need for specialty report and advise City of Bentonville and ARDOT of recommendation. City of Bentonville will determine extent of report needed and most efficient and cost-effective method of preparation.

3.15. Obtain a listing of contaminated sites (petroleum, solid/hazardous waste) from the Arkansas Department of Environmental Quality (ADEQ).

3.16. Prepare written notification to the City of Bentonville of any environmental concerns associated with the acquisition that could require environmental remediation.

3.17. Assist on any appraisal problems or plan-in-hand inspections, right of way estimates and cost comparisons for public hearings and environmental programs as directed by City of Bentonville.

3.18. Revise, update, or obtain new compensation estimates or appraisals as needed.

3.19. Appear and testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the City of Bentonville.

4. Review Appraisal Services

The Review Appraiser examines the appraisal report to determine that it:

4.1. Is completed in accordance with the FHWA, ARDOT, and City of Bentonville's appraisal specifications and/or contract (for Fee Appraisers).

4.2. Adheres to accepted appraisal principles and techniques in the valuation of real property in accordance with State law and Federal regulations and requirements.

4.3. Contains or references the information necessary to explain, substantiate, and document the conclusions and estimate of fair market value.

4.4. Considers compensable items, damages and benefits, if any, and does not include compensation for noncompensable items.

4.5. Contains an identification or list of the builds, structures, and improvements on the land as well as the fixtures, which were considered as part of the real property.

4.6. Contains an estimate of fair market value for the acquisition, and where appropriate in the case of a partial acquisition, an allocation of the estimate of fair market value for the real property and for damages to the remaining property.

4.7. Requests and obtains from the appraiser any needed corrections or revisions.

4.8. Makes minor corrections, such as mathematical ones, and note and initial his/her action.

4.9. Makes comments and provides additional supporting data as necessary.

4.10. Provide estimate of just compensation including, when applicable, an allocation of compensation for the real property acquired and for damages to the remaining real property, and an identification or listing of the buildings, structures and other improvements on the land as well as the fixtures which are considered to be a part of the real property to be acquired, if such allocation or listing differs from that in the appraisal(s).

4.11. State whether or not field inspections of the subject tract and the comparable sales were a part of the appraisal review. If a field inspection was not made, the reason(s) should be recited.

4.12. Before signing certification, the reviewing appraiser must state that the review appraiser has no direct or indirect present or contemplated future personal interest in the property or in any monetary benefit from its acquisition.

4.13. Must certify that the estimate of just compensation has been reached independently, without collaboration or direction, and is based on appraisals and other factual data.

4.14. If appropriate, a value estimate of items compensable under State law but not eligible for Federal reimbursement.

4.15. Upon completion of the review process, the fair market value is approved by Review Appraiser and just compensation is established by the City of Bentonville as required.

5. Negotiation Services:

5.1. Prior to the initiation of the negotiation process, perform a review of the project and appraisal reports with the negotiator, reviewing appraiser and City of Bentonville personnel.

5.2. Prepare the appropriate acquisition documents and assemble tract packets.

5.3. Present offer letter to the property owner, discuss the offer amount and rationale for compensation and address any concerns. Advise the property owner of their full rights under the laws of eminent domain if no agreement can be reached and condemnation action is necessary.

5.4. Maintain a project log indicating, at a minimum, the dates of the following: compensation estimate or appraisal approved, initiation of negotiations, contract signed and recommendations for condemnation.

5.5. On acquisitions involving relocatees, coordinate property owner meetings with personnel administering relocation assistance.

5.6. Maintain detailed records of all information pertinent to the job: ownership addresses, encumbrances, dated and signed negotiator notes, offer letters, and contracts. Negotiator notes should include a record of each contact, explanation of the plans, offers and counteroffers, property owner requests, opinions, proposed solutions and recommendations for condemnation.

5.7. As negotiations are completed, review tract packets for completeness, prepare acceptance letters for City of Bentonville or City of Centerton execution, and distribute tract packets for further handling.

5.8. Submit proposed changes in right of way or construction design features arising through negotiations to City of Bentonville or City of Centerton utilizing the City of Bentonville “Request for Plan Change” form.

5.9. Submit counteroffers from the property owners to the City of Bentonville with recommendations for acceptance or rejection.

6. **Closing Services**:

6.1. Obtain title opinion identifying legal ownership and necessary parties for execution of conveyance and releases required to obtain clear title.

6.2. Obtain required partial releases of mortgages and other encumbrances.

6.3. Verify personal property taxes have been paid and collect any unpaid real estate taxes that are due and payable from the property owner and submits monies to the County Tax Collector.

6.4. Collect a prorated share for the current tax year only in cases where taxes are delinquent or whole takings are involved.

6.5. Deliver state warrants on negotiated settlements after obtaining proper execution of instruments of conveyance and satisfaction of liens.

6.6. Collect performance bonds and rent at closing from property owners in accordance with the Department's Right of Way Operations Manual

6.7. Record conveyance documents in appropriate county offices and submit all original recorded documents to the Administrative Section of the Right of Way Division immediately after closing.

7. Relocation Assistance Services:

7.1. Appear and testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the City of Bentonville.

EXCLUSIONS:

- Consultant understands there are no total takes or relocations that are to take place as part of this project. If any relocations are to take place Consultant will issue an amendment.
- When negotiations result in condemnation, Consultant shall submit all necessary completed files and documents to the City of Bentonville. This estimate assumes that all right of way will be acquired voluntarily. Any Consultant services associated with potential condemnation would be addressed in an amendment.
- This proposal does not include the compensation paid to landowners.
- Consultant shall provide closing services for those acquisitions that do not require 1) partial releases where a payment is due to the lien holder 2) collecting past due taxes and 3) collecting prorated taxes. For those acquisitions that involve the tasks listed above, Olsson shall engage Waco Title to provide closing services. Waco Title will issue a title policy for each acquisition they close. The cost for the title policy and associated closing services will be reflected in Waco Title's settlement

statement and the City of Bentonville shall pay those costs directly to Waco Title. Those costs are not included in this proposal.

CITY OF BENTONVILLE, ARKANSAS
RIGHT OF WAY ACQUISITION SERVICES
Job No. 090628 – GREENHOUSE RD. SAFETY IMPROVEMENTS (S)
APPENDIX A-5

Deliverables:

1. Monthly, or as required, Project Coordination Reports
2. Minutes of meetings between Consultant, City of Bentonville, ARDOT, FHWA and others
3. Project records including, but not limited to, correspondence and documentation of contacts with City of Bentonville, subcontractors, property owners, tenants, relocatees, mortgage companies, photographs, documents, receipts, quotes, etc.
4. Project Log(s)
5. Right of Way Certification
6. Title work, including title certificates and title commitments with supporting documents
7. Appraisals or compensation estimates
8. Realty/Personalty List as needed
9. List of contaminated sites from ADEQ and notification to City of Bentonville of any environmental concerns
10. Approval of fair market value and recommendation of just compensation as necessary
11. Memorandums or documentation related to review of appraisals submitted by property owners as necessary
12. Requests for Legal Opinions
13. Appropriate acquisition documents
14. Negotiation notes
15. Written communications with property owners
16. Complete tract packets
17. Documentation substantiating ownership and/or authority to act on behalf of owner(s), i.e. affidavits, resolutions, death certificates, corporation documents, etc.
18. Contracts to Sell
19. Transmittal documents for tracts acquired or recommended for condemnation
20. Negotiator Certification
21. Plan changes
22. Title Opinions
23. Recorded Releases
24. Recorded Instruments of Conveyance
25. Relocation Documents including questionnaires, reports, claim forms
26. 30 and 90-day notices, eligibility notices, etc.
27. Relocation Coordinator notes
28. Relocation Contact Logs
29. Bid documents, moving forms and claims with proper documentation
30. Improvement Checklists with supporting documents
31. Inspection Reports including photographs
32. List of structures affected requiring property management
33. Invoices and supporting documentation
34. Sales documents to be included in sales brochure upon approval of review appraiser

SUBCONSULTANT AGREEMENT
FOR
SERVICES
(LOCAL VERSION)

1. SUBCONSULTANT AGREEMENT

1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Professional Services ("Prime Agreement") between the Consultant and the City of Bentonville ("Owner"), dated _____. Olsson, Inc. ("Consultant") and WACO Title Company Inc. ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services, the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.

1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subconsultants, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

1.3. "Title I Services" are those services provided by the Subconsultant before the award of the contract for construction of the Project, consisting primarily of services for the planning or design of the Project.

1.4. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Subconsultant is **$30,400**. The Title I Services Ceiling Price is the maximum aggregate amount of all payments that the Consultant may become obligated to make to the Subconsultant.

1.5. "Title II Services" are those services provided by the Subconsultant after the award of the contract for the construction of the Project, consisting primarily of services during the construction of the Project.

1.6. "Title II Services Ceiling Price." The Title II Services Ceiling Price for this Agreement is not applicable. The Title II Services Ceiling Price is the maximum aggregate amount of all payments that the Consultant may become obligated to make to the Subconsultant.

1.7. "Owner" means the City of Bentonville.

1.8. "Commission", "Department", or "ARDOT" means collectively, the Arkansas State Highway Commission and the Arkansas Department of Transportation regardless of how referenced.

1.9. "DOT" means the United States Department of Transportation.

1.10. "FAR" means the Federal Acquisition Regulations, codified in 48 Code of Federal Regulations (CFR).

1.11. "FHWA" means the Federal Highway Administration.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

2.1. Provide title services and closing services as necessary to acquire right of way for the Greenhouse Road Safety Improvements Project.

3. COSTS, FEES, PAYMENTS, AND RATE SCHEDULES

3.1. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is **$30,400**. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Consultant may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Consultant under this Agreement exceed the Contract Ceiling Price. The Subconsultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Consultant, its officers, agents, employees, or representatives, incur any liability for, any invoice, fee, or cost exceeding the Contract Ceiling Price.

3.2. "Fee." As used herein, the term means the specific rates of compensation set forth in the schedule below. The Fee includes compensation for all cost and profit. There shall be no reimbursement of costs incurred by the Subconsultant in the performance of this Agreement.

3.2.1. SCHEDULE OF RATES

Title & Closing Services – WACO Title Company			
Service	No.	Total Per Unit	Total Cost
Title Commitment – 30 Year Title Search	76	$400	$30,400
Total			**$30,400**

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project, and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 CFR Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. COMMISSION, ARDOT, AND FHWA AS THIRD PARTY BENEFICIARIES

5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Owner, Commission, ARDOT, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Owner, the Commission, the ARDOT, the FHWA, or any of their employees, officers, or agents.

5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.

5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement. However, the Subconsultant shall provide the Consultant all necessary information and assistance to enable the Consultant to comply with the Disputes and Claims provisions.

6. RECORDS & AUDITS

6.1. Records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

6.2. Examination. The Subconsultant shall maintain, and the Owner, ARDOT, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include inspection at all reasonable times of the Subconsultant's offices and facilities, or parts of them, engaged in performing the Agreement.

6.3. Supporting Data. If the Subconsultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of the Fee, request for payment, request for an adjustment, or assertion of a claim, the Owner, ARDOT, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Subconsultant's records, including computations and projections, related to—

- Any proposal for the Agreement, subcontract, or modification;
- Discussions conducted on the proposal(s), including those related to negotiating;
- Fees or allowable costs under the Agreement, subcontract, or modification;

- Performance of the Agreement, subcontract or modification; or,

- The amount and basis of any claim or dispute.

6.4. *Audit*. The Owner, ARDOT, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Subconsultant's records involving transactions related to this Agreement or a subcontract hereunder.

6.5. *Reports*. If the Subconsultant is required to furnish cost, funding, or performance reports, the Owner, ARDOT, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Subconsultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

6.6. *Availability*. The Subconsultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this section and Section 29, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—

6.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

6.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

6.7. The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

7. PATENT AND COPYRIGHT INFRINGEMENT

7.1. The Subconsultant shall report to the Consultant and Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Subconsultant has knowledge.

7.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Subconsultant shall furnish to the Consultant and Owner, when requested, all evidence and information in possession of the Subconsultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Subconsultant.

7.3. The Subconsultant agrees to include, and require inclusion of, the provisions of this section in all subcontracts at any tier for supplies or services.

7.4. The Subconsultant shall indemnify the Consultant and Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Consultant or Owner of such supplies or construction work.

7.5. This indemnity shall not apply unless the Subconsultant has been informed within ten (10) business days following the Consultant's or Owner's receipt of legal notice of any suit alleging such infringement and shall be given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Consultant or Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Subconsultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Subconsultant, unless required by final decree of a court of competent jurisdiction.

8. SUBCONTRACTING

8.1. Unless expressly disclosed in Appendix B, the Subconsultant may not subcontract any of the services to be provided herein without the express written approval of the Consultant and Owner. All subconsultants, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subconsultants shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.

8.2. Unless the consent or approval specifically provides otherwise, neither consent by the Consultant or Owner to any subcontract nor approval of the Subconsultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Subconsultant of any responsibility, obligation, or duty under this Agreement.

8.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.

8.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Consultant or Owner without the express written agreement of the Consultant and Owner.

8.5. Prompt Payment. The Subconsultant shall pay subconsultants for satisfactory performance of their subcontracts within 30 days of receipt of each payment by

the Consultant to the Subconsultant. Any retainage payments held by the Subconsultant must be returned to the subconsultant within 30 days after the subconsultant's work is completed. Failure to comply with this provision shall be considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Consultant, at its sole option and discretion, may:

- make payments directly to the subconsultant and offset such payments, along with any administrative costs incurred by the Consultant, against reimbursements or payments otherwise due the Subconsultant;

- notify any sureties; and/or,

- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subconsultants have been and will be promptly paid for work performed.

8.6. The Subconsultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

9. RESTRICTIONS ON EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES

9.1. The Subconsultant shall not be permitted to employ or make an offer of employment, for regular or part-time work related to this Project during the term of this Agreement, to any person who:

- is a present employee of the City of Bentonville or the Department;

- is a former employee of the City of Bentonville and/or the Department and at any time during the person's employment, the person participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, on any particular matter pertaining to this Agreement;

- is a former employee of the City of Bentonville and/or the Department within the twelve (12) months of employee cessation, and under this Agreement will knowingly act as a principal or as an agent in matters which were within this person's official responsibility;

- is a former employee of the City of Bentonville and/or the Department within the twelve (12) months of employment cessation and will engage in selling or attempting to sell commodities or services, including technical or professional consultant services, unless the former employee's last annual salary with the City and/or Department did not exceed ten thousand five hundred dollars ($10,500); or

- is a former employee of the City of Bentonville and/or the Department and at any time was terminated with cause or allowed to resign/retire in lieu of termination with cause.

9.2. Any individual or entity acting as a principal or agent on behalf of any person disqualified pursuant to the terms of provision 9.1 shall not be permitted to perform any work related to any City of Bentonville project for the Subconsultant during the term of this Agreement.

9.3. This section is not intended to preclude a former employee from accepting employment with the Subconsultant solely because the Subconsultant has entered into this Agreement with the Consultant.

10. INSURANCE

10.1. *Professional Liability Insurance Coverage.* The Subconsultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts to the extent caused by the performance of professional services under this Agreement in an amount per claim of not less than $2,000,000 per claim and aggregate, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Subconsultant's subconsultants, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Subconsultant or alleged to have been committed by the Subconsultant or any person for whom the Subconsultant is legally responsible subject to the terms of the policy.

10.2. *Deductible.* The Subconsultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Consultant if, in the judgment and opinion of the Consultant, the Subconsultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Subconsultant shall submit promptly to the Consultant, upon request as often as quarterly, detailed financial statements and any other information requested by the Consultant to reasonably determine whether or not the Subconsultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.

10.3. *Workers' Compensation Insurance.* The Subconsultant shall at all times during the Term of this Agreement maintain Workers' Compensation and Employer's Liability Insurance as required under Arkansas law.

10.4. *Automobile and General Liability Insurance.* The Subconsultant shall at all times during the term of this Agreement maintain commercial general liability insurance coverage for bodily injury and property damage in the combined single limit of $1,000,000 per occurrence and aggregate, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of $1,000,000, which shall cover all owned, hired, and non-owned vehicles.

10.5. *Valuable Papers Insurance.* The Subconsultant shall at all times during the term of this Agreement maintain Valuable Papers Insurance, whether as part of the General Liability Insurance referenced above or as a separate insurance, in

an amount sufficient to cover all cost associated with repairing, restoring, or replacing any plans, drawings, field notes, and other documents kept or created by the Suconsultant as part of the services under this Agreement, in the event of casualty to or loss or theft of such papers.

10.6. *Insurance Policies and Certificates.* The Subconsultant shall provide the Consultant upon request copies of its insurance policies and evidence satisfactory to the Consultant concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Subconsultant shall furnish to the Consultant certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Subconsultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which the Consultant, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

10.7. *Additional Insurance Requirements.* All insurance maintained by the Subconsultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Consultant, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Consultant. In the event that the insurance is cancelled, terminated, or changed during its term and thirty (30) days written notice cannot be provided to the Consultant, the Subconsultant shall provide any insurance required under this Section for continual coverage upon expiration of the existing policy or become financially responsible for any claims associated with the expired period.

10.8. *Duration of Insurance Obligations.* The Subconsultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Subconsultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage and Valuable Papers Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Subconsultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Subconsultant's services, whichever comes first.

10.9. *Subconsultant's Insurance Primary.* All insurance policies maintained by the Subconsultant pursuant to this Agreement shall provide that the Subconsultant's insurance shall be primary and the Consultant's own insurance shall be non-contributing.

10.10. *Additional Insured.* All liability insurance policies, except the professional liability policy, workers' compensation, and valuable papers policy, maintained by the Subconsultant pursuant to this Agreement shall be endorsed to include the Consultant, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Consultant.

11. COVENANT AGAINST CONTINGENCY FEES

11.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner, the ARDOT and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

11.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

11.3. *Bona fide employee*, as used in this Section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

11.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

11.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

12. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

12.1. *Compliance with Regulations*. The Subconsultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Subconsultant Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, or national origin be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

12.2. *Nondiscrimination*. The Subconsultant, with regard to the work performed by it during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, or national origin in the selection and retention of subconsultants, including procurements of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the USDOT Regulations.

12.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment*. In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurements of material and leases of equipment, each potential subconsultant or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

12.4. *Information and Reports*. The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner, ARDOT, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the Owner, ARDOT, or the USDOT and its Affiliated Modes, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.

12.5. *Sanctions for Noncompliance*. In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the Owner or ARDOT shall impose such contract sanctions as it, the ARDOT, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant under the Agreement until the Subconsultant complies with the provisions and cancellation, termination, or suspension of the Subconsultant Agreement, in whole or in part.

12.6. *Incorporation of Provisions*. The Subconsultant shall include the terms and conditions of this Section in every subcontract including procurements of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subconsultant shall take such action with respect to any subcontract or procurement as the Owner, ARDOT, or USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, however that, in the event the Subconsultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of any direction, the Subconsultant may request the Owner, ARDOT, or the United States to enter into the litigation to protect the interests of the State and the interests of the United States, respectively.

13. DBE CLAUSE

13.1. The Subconsultant shall not discriminate on the basis of race, color, sex, or national origin in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 CFR Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the Owner or ARDOT may determine appropriate.

13.2. The Subconsultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

14. COMPLIANCE WITH ALL OTHER LAWS REGARDING NONDISCRIMINATION

14.1. The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

14.2. The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, disability, or any other protected classes, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subconsultants, including procurements of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

14.3. In accordance with Section 504 regulations 49 CFR Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

15. CERTIFICATION REGARDING LOBBYING

15.1. The Subconsultant certifies, to the best of their knowledge and belief, that:

15.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

15.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".

15.1.3. The Subconsultant shall require that the language of this certification be included in the agreement for all subcontracts and that all subconsultants shall certify and disclose accordingly.

16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

16.1. The Subconsultant certifies, to the best of its knowledge and belief, that—

16.1.1. The Subconsultant and any of its Principals—

16.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

16.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

16.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 16.1.1.2; and,

16.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for Default by any federal or state agency.

16.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.

16.3. The Subconsultant shall provide immediate written notice to the Owner and ARDOT if, at any time prior to contract award, the Subconsultant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

16.4. The certification in subsection 16.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, ARDOT may terminate the contract resulting from this solicitation for Default in addition to any other remedies available to the Owner.

17. CERTIFICATION REGARDING CONFLICT OF INTEREST

17.1. The Subconsultant certifies that it has no financial interest in the proposed project or construction of the proposed project.

17.1.1. The Subconsultant nor any of its Principals have no known conflicts with any of the following:

17.1.1.1. No financial interest in work associated with this contract;

17.1.1.2. No ownership interest in work associated with this contract;

17.1.1.3. No Financial interest in the results of any agency decisions regarding approvals for work associated with this project;

17.1.1.4. Policies and procedures (provided statutory framework permits) for a contracting agency to pursue a range of civil actions and penalties including fines, suspension, or debarment associated with fraud, waste, abuse, and identified conflicts of interest which were not disclosed.

17.2. For the duration of the contract, except for work expressly defined in this contract, the Subconsultant shall not be party to third party agreements for design or construction on projects associated with contract.

17.3. For the duration of the contract, except for work expressly defined in this contract, the Subconsultant shall not be party to enforceable promises or guarantees of future work associated with this contract.

18. NOTICE

18.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

18.1.1. To the Subconsultant:

WACO Title Company Inc.
2592 S. 48th St
Springdale, AR 72762
Attn: Dona Tate

18.1.2. To the Consultant:

Olsson, Inc.
3537 N. Steele Blvd., Ste. 310
Fayetteville, AR 72703
Attn: Ryan Simpson

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective 2-13-25.

Olsson, Inc.

BY: [redacted]
Brad Hammond
Client Relationship Manager

WACO Title Company Inc.

BY: [redacted]
Meredith LaFreniere
Director of Title Operations

SUBCONSULTANT AGREEMENT
FOR
SERVICES
(LOCAL VERSION)

1. SUBCONSULTANT AGREEMENT

1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Professional Services ("Prime Agreement") between the Consultant and the City of Bentonville ("Owner"), dated _____. Olsson, Inc. ("Consultant") and Valbridge Property Advisors ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services, the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.

1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subconsultants, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

1.3. "Title I Services" are those services provided by the Subconsultant before the award of the contract for construction of the Project, consisting primarily of services for the planning or design of the Project.

1.4. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Subconsultant is **$144,400**. The Title I Services Ceiling Price is the maximum aggregate amount of all payments that the Consultant may become obligated to make to the Subconsultant.

1.5. "Title II Services" are those services provided by the Subconsultant after the award of the contract for the construction of the Project, consisting primarily of services during the construction of the Project.

1.6. "Title II Services Ceiling Price." The Title II Services Ceiling Price for this Agreement is not applicable. The Title II Services Ceiling Price is the maximum aggregate amount of all payments that the Consultant may become obligated to make to the Subconsultant.

1.7. "Owner" means the City of Bentonville.

1.8. "Commission", "Department", or "ARDOT" means collectively, the Arkansas State Highway Commission and the Arkansas Department of Transportation regardless of how referenced.

1.9. "DOT" means the United States Department of Transportation.

1.10. "FAR" means the Federal Acquisition Regulations, codified in 48 Code of Federal Regulations (CFR).

1.11. "FHWA" means the Federal Highway Administration.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

2.1. Provide appraisal services as necessary to acquire right of way for the Greenhouse Road Safety Improvements Project.

3. COSTS, FEES, PAYMENTS, AND RATE SCHEDULES

3.1. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is **$144,400**. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Consultant may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Consultant under this Agreement exceed the Contract Ceiling Price. The Subconsultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Consultant, its officers, agents, employees, or representatives, incur any liability for, any invoice, fee, or cost exceeding the Contract Ceiling Price.

3.2. "Fee." As used herein, the term means the specific rates of compensation set forth in the schedule below. The Fee includes compensation for all cost and profit. There shall be no reimbursement of costs incurred by the Subconsultant in the performance of this Agreement.

3.2.1. SCHEDULE OF RATES

Appraisal Services – Valbridge Property Advisors			
Service	No.	Total Per Unit	Total Cost
Detailed Appraisal – Vacant Residential Land	69	$1,900	$131,100
Detailed Appraisal – Vacant Agricultural Land	1	$1,900	$1,900
Detailed Appraisal – Vacant Commercial Land	6	$1,900	$11,400
Detailed Appraisal – Residential Single Family			
Detailed Appraisal – Residential Multi-Family			
Detailed Appraisal – Small Commercial Property			
Detailed Appraisal – Large Commercial Property			
Detailed Appraisal – Improved Agriculture Property			
Billboard Valuation			
Total			**$144,400**

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project, and federal funds will be used, in part, to pay the Consultant and Subconsultant.

Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 CFR Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. COMMISSION, ARDOT, AND FHWA AS THIRD PARTY BENEFICIARIES

5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Owner, Commission, ARDOT, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Owner, the Commission, the ARDOT, the FHWA, or any of their employees, officers, or agents.

5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.

5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement. However, the Subconsultant shall provide the Consultant all necessary information and assistance to enable the Consultant to comply with the Disputes and Claims provisions.

6. RECORDS & AUDITS

6.1. Records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

6.2. Examination. The Subconsultant shall maintain, and the Owner, ARDOT, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include inspection at all reasonable times of the Subconsultant's offices and facilities, or parts of them, engaged in performing the Agreement.

6.3. Supporting Data. If the Subconsultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of the Fee, request for payment, request for an adjustment, or assertion of a claim, the Owner, ARDOT, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Subconsultant's records, including computations and projections, related to—

- Any proposal for the Agreement, subcontract, or modification;
- Discussions conducted on the proposal(s), including those related to negotiating;
- Fees or allowable costs under the Agreement, subcontract, or modification;
- Performance of the Agreement, subcontract or modification; or,
- The amount and basis of any claim or dispute.

6.4. *Audit*. The Owner, ARDOT, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Subconsultant's records involving transactions related to this Agreement or a subcontract hereunder.

6.5. *Reports*. If the Subconsultant is required to furnish cost, funding, or performance reports, the Owner, ARDOT, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Subconsultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

6.6. *Availability*. The Subconsultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this section and Section 29, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—

6.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

6.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

6.7. The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

7. PATENT AND COPYRIGHT INFRINGEMENT

7.1. The Subconsultant shall report to the Consultant and Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Subconsultant has knowledge.

7.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Subconsultant shall furnish to the Consultant and Owner, when requested, all evidence and information in possession of the Subconsultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Subconsultant.

7.3. The Subconsultant agrees to include, and require inclusion of, the provisions of this section in all subcontracts at any tier for supplies or services.

7.4. The Subconsultant shall indemnify the Consultant and Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Consultant or Owner of such supplies or construction work.

7.5. This indemnity shall not apply unless the Subconsultant has been informed within ten (10) business days following the Consultant's or Owner's receipt of legal notice of any suit alleging such infringement and shall be given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Consultant or Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Subconsultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Subconsultant, unless required by final decree of a court of competent jurisdiction.

8. SUBCONTRACTING

8.1. Unless expressly disclosed in Appendix B, the Subconsultant may not subcontract any of the services to be provided herein without the express written approval of the Consultant and Owner. All subconsultants, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subconsultants shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.

8.2. Unless the consent or approval specifically provides otherwise, neither consent by the Consultant or Owner to any subcontract nor approval of the Subconsultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Subconsultant of any responsibility, obligation, or duty under this Agreement.

8.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.

8.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Consultant or Owner without the express written agreement of the Consultant and Owner.

8.5. Prompt Payment. The Subconsultant shall pay subconsultants for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Consultant to the Subconsultant. Any retainage payments held by the Subconsultant must be returned to the subconsultant within 30 days after the subconsultant's work is completed. Failure to comply with this provision shall be considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Consultant, at its sole option and discretion, may:

- make payments directly to the subconsultant and offset such payments, along with any administrative costs incurred by the Consultant, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subconsultants have been and will be promptly paid for work performed.

8.6. The Subconsultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

9. RESTRICTIONS ON EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES

9.1. The Subconsultant shall not be permitted to employ or make an offer of employment, for regular or part-time work related to this Project during the term of this Agreement, to any person who:

- is a present employee of the City of Bentonville or the Department;
- is a former employee of the City of Bentonville and/or the Department and at any time during the person's employment, the person participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, on any particular matter pertaining to this Agreement;
- is a former employee of the City of Bentonville and/or the Department within the twelve (12) months of employee cessation, and under this Agreement will knowingly act as a principal or as an agent in matters which were within this person's official responsibility;

- is a former employee of the City of Bentonville and/or the Department within the twelve (12) months of employment cessation and will engage in selling or attempting to sell commodities or services, including technical or professional consultant services, unless the former employee's last annual salary with the City and/or Department did not exceed ten thousand five hundred dollars ($10,500); or

- is a former employee of the City of Bentonville and/or the Department and at any time was terminated with cause or allowed to resign/retire in lieu of termination with cause.

9.2. Any individual or entity acting as a principal or agent on behalf of any person disqualified pursuant to the terms of provision 9.1 shall not be permitted to perform any work related to any City of Bentonville project for the Subconsultant during the term of this Agreement.

9.3. This section is not intended to preclude a former employee from accepting employment with the Subconsultant solely because the Subconsultant has entered into this Agreement with the Consultant.

10. INSURANCE

10.1. *Professional Liability Insurance Coverage.* The Subconsultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts to the extent caused by the performance of professional services under this Agreement in an amount per claim of not less than $2,000,000 per claim and aggregate, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Subconsultant's subconsultants, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Subconsultant or alleged to have been committed by the Subconsultant or any person for whom the Subconsultant is legally responsible subject to the terms of the policy.

10.2. *Deductible.* The Subconsultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Consultant if, in the judgment and opinion of the Consultant, the Subconsultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Subconsultant shall submit promptly to the Consultant, upon request as often as quarterly, detailed financial statements and any other information requested by the Consultant to reasonably determine whether or not the Subconsultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.

10.3. *Workers' Compensation Insurance.* The Subconsultant shall at all times during the Term of this Agreement maintain Workers' Compensation and Employer's Liability Insurance as required under Arkansas law.

10.4. *Automobile and General Liability Insurance.* The Subconsultant shall at all times during the term of this Agreement maintain commercial general liability insurance coverage for bodily injury and property damage in the combined single limit of $1,000,000 per occurrence and aggregate, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of $1,000,000, which shall cover all owned, hired, and non-owned vehicles.

10.5. *Valuable Papers Insurance.* The Subconsultant shall at all times during the term of this Agreement maintain Valuable Papers Insurance, whether as part of the General Liability Insurance referenced above or as a separate insurance, in an amount sufficient to cover all cost associated with repairing, restoring, or replacing any plans, drawings, field notes, and other documents kept or created by the Suconsultant as part of the services under this Agreement, in the event of casualty to or loss or theft of such papers.

10.6. *Insurance Policies and Certificates.* The Subconsultant shall provide the Consultant upon request copies of its insurance policies and evidence satisfactory to the Consultant concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Subconsultant shall furnish to the Consultant certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Subconsultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which the Consultant, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

10.7. *Additional Insurance Requirements.* All insurance maintained by the Subconsultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Consultant, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Consultant. In the event that the insurance is cancelled, terminated, or changed during its term and thirty (30) days written notice cannot be provided to the Consultant, the Subconsultant shall provide any insurance required under this Section for continual coverage upon expiration of the existing policy or become financially responsible for any claims associated with the expired period.

10.8. *Duration of Insurance Obligations.* The Subconsultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Subconsultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage and Valuable Papers Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Subconsultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Subconsultant's services, whichever comes first.

10.9. *Subconsultant's Insurance Primary.* All insurance policies maintained by the Subconsultant pursuant to this Agreement shall provide that the Subconsultant's insurance shall be primary and the Consultant's own insurance shall be non-contributing.

10.10. *Additional Insured.* All liability insurance policies, except the professional liability policy, workers' compensation, and valuable papers policy, maintained by the Subconsultant pursuant to this Agreement shall be endorsed to include the Consultant, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Consultant.

11. COVENANT AGAINST CONTINGENCY FEES

11.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner, the ARDOT and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

11.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

11.3. *Bona fide employee*, as used in this Section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

11.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

11.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

12. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

12.1. *Compliance with Regulations*. The Subconsultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Subconsultant Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, or national origin be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

12.2. *Nondiscrimination*. The Subconsultant, with regard to the work performed by it during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, or national origin in the selection and retention of subconsultants, including procurements of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the USDOT Regulations.

12.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment*. In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurements of material and leases of equipment, each potential subconsultant or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

12.4. *Information and Reports*. The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner, ARDOT, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the Owner, ARDOT, or the USDOT and its Affiliated Modes, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.

12.5. *Sanctions for Noncompliance*. In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the Owner or ARDOT shall impose such contract sanctions as it, the ARDOT, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant under the Agreement until the Subconsultant complies with the provisions and cancellation, termination, or suspension of the Subconsultant Agreement, in whole or in part.

12.6. *Incorporation of Provisions*. The Subconsultant shall include the terms and conditions of this Section in every subcontract including procurements of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subconsultant shall take such action with respect to any subcontract or procurement as the Owner, ARDOT, or USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, however that, in the event the Subconsultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of any direction, the Subconsultant may request the Owner, ARDOT, or the United States to enter into the litigation to protect the interests of the State and the interests of the United States, respectively.

13. DBE CLAUSE

13.1. The Subconsultant shall not discriminate on the basis of race, color, sex, or national origin in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 CFR Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the Owner or ARDOT may determine appropriate.

13.2. The Subconsultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

14. COMPLIANCE WITH ALL OTHER LAWS REGARDING NONDISCRIMINATION

14.1. The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

14.2. The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, disability, or any other protected classes, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subconsultants, including procurements of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

14.3. In accordance with Section 504 regulations 49 CFR Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

15. CERTIFICATION REGARDING LOBBYING

15.1. The Subconsultant certifies, to the best of their knowledge and belief, that:

15.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

15.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”.

15.1.3. The Subconsultant shall require that the language of this certification be included in the agreement for all subcontracts and that all subconsultants shall certify and disclose accordingly.

16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

16.1. The Subconsultant certifies, to the best of its knowledge and belief, that—

16.1.1. The Subconsultant and any of its Principals—

16.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

16.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

16.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 16.1.1.2; and,

16.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for Default by any federal or state agency.

16.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.

16.3. The Subconsultant shall provide immediate written notice to the Owner and ARDOT if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

16.4. The certification in subsection 16.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, ARDOT may terminate the contract resulting from this solicitation for Default in addition to any other remedies available to the Owner.

17. CERTIFICATION REGARDING CONFLICT OF INTEREST

17.1. The Subconsultant certifies that it has no financial interest in the proposed project or construction of the proposed project.

17.1.1. The Subconsultant nor any of its Principals have no known conflicts with any of the following:

17.1.1.1. No financial interest in work associated with this contract;

17.1.1.2. No ownership interest in work associated with this contract;

17.1.1.3. No Financial interest in the results of any agency decisions regarding approvals for work associated with this project;

17.1.1.4. Policies and procedures (provided statutory framework permits) for a contracting agency to pursue a range of civil actions and penalties including fines, suspension, or debarment associated with fraud, waste, abuse, and identified conflicts of interest which were not disclosed.

17.2. For the duration of the contract, except for work expressly defined in this contract, the Subconsultant shall not be party to third party agreements for design or construction on projects associated with contract.

17.3. For the duration of the contract, except for work expressly defined in this contract, the Subconsultant shall not be party to enforceable promises or guarantees of future work associated with this contract.

18. NOTICE

18.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

18.1.1. To the Subconsultant:

Valbridge Property Advisors | Kansas City
10990 Quivira Road, Suite 100
Overland Park, Kansas 66210
Attn: Daniel Kann

18.1.2. To the Consultant:

Olsson, Inc.
3537 N. Steele Blvd., Ste. 310
Fayetteville, AR 72703
Attn: Ryan Simpson

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

Olsson, Inc.

BY: [redacted]
Brad Hammond
Client Relationship Manager

Valbridge Property Advisors

BY: [redacted]
Daniel Kann
Senior Managing Director

SUBCONSULTANT AGREEMENT
FOR
SERVICES
(LOCAL VERSION)

1. SUBCONSULTANT AGREEMENT

1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Professional Services ("Prime Agreement") between the Consultant and the City of Bentonville ("Owner"), dated _____. Olsson, Inc. ("Consultant") and Reed & Associates, Inc. ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services, the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.

1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subconsultants, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

1.3. "Title I Services" are those services provided by the Subconsultant before the award of the contract for construction of the Project, consisting primarily of services for the planning or design of the Project.

1.4. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Subconsultant is **$152,000**. The Title I Services Ceiling Price is the maximum aggregate amount of all payments that the Consultant may become obligated to make to the Subconsultant.

1.5. "Title II Services" are those services provided by the Subconsultant after the award of the contract for the construction of the Project, consisting primarily of services during the construction of the Project.

1.6. "Title II Services Ceiling Price." The Title II Services Ceiling Price for this Agreement is not applicable. The Title II Services Ceiling Price is the maximum aggregate amount of all payments that the Consultant may become obligated to make to the Subconsultant.

1.7. "Owner" means the City of Bentonville.

1.8. "Commission", "Department", or "ARDOT" means collectively, the Arkansas State Highway Commission and the Arkansas Department of Transportation regardless of how referenced.

1.9. "DOT" means the United States Department of Transportation.

1.10. "FAR" means the Federal Acquisition Regulations, codified in 48 Code of Federal Regulations (CFR).

1.11. "FHWA" means the Federal Highway Administration.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

2.1. Provide appraisal review services as necessary to acquire right of way for the Greenhouse Road Safety Improvements Project.

3. COSTS, FEES, PAYMENTS, AND RATE SCHEDULES

3.1. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is **$152,000**. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Consultant may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Consultant under this Agreement exceed the Contract Ceiling Price. The Subconsultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Consultant, its officers, agents, employees, or representatives, incur any liability for, any invoice, fee, or cost exceeding the Contract Ceiling Price.

3.2. "Fee." As used herein, the term means the specific rates of compensation set forth in the schedule below. The Fee includes compensation for all cost and profit. There shall be no reimbursement of costs incurred by the Subconsultant in the performance of this Agreement.

3.2.1. SCHEDULE OF RATES

Appraisal Review Services – Reed & Associates, Inc.			
Service	No.	Total Per Unit	Total Cost
Detailed Appraisal – Vacant Residential Land	69	$2,000	$138,000
Detailed Appraisal – Vacant Agricultural Land	1	$2,000	$2,000
Detailed Appraisal – Vacant Commercial Land	6	$2,000	$12,000
Detailed Appraisal – Residential Single Family	0	$2250	0
Detailed Appraisal – Residential Multi-Family	0	$2500	0
Detailed Appraisal – Small Commercial Property	0	$2500	0
Detailed Appraisal – Large Commercial Property	0	$3000	0
Detailed Appraisal – Improved Agriculture Property	0	$2500	0
Billboard Valuation	0	$2000	0
Total			**$152,000**

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project, and federal funds will be used, in part, to pay the Consultant and Subconsultant.

Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 CFR Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. COMMISSION, ARDOT, AND FHWA AS THIRD PARTY BENEFICIARIES

5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Owner, Commission, ARDOT, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Owner, the Commission, the ARDOT, the FHWA, or any of their employees, officers, or agents.

5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.

5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement. However, the Subconsultant shall provide the Consultant all necessary information and assistance to enable the Consultant to comply with the Disputes and Claims provisions.

6. RECORDS & AUDITS

6.1. Records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

6.2. Examination. The Subconsultant shall maintain, and the Owner, ARDOT, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include inspection at all reasonable times of the Subconsultant's offices and facilities, or parts of them, engaged in performing the Agreement.

6.3. Supporting Data. If the Subconsultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of the Fee, request for payment, request for an adjustment, or assertion of a claim, the Owner, ARDOT, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Subconsultant's records, including computations and projections, related to—

- Any proposal for the Agreement, subcontract, or modification;
- Discussions conducted on the proposal(s), including those related to negotiating;
- Fees or allowable costs under the Agreement, subcontract, or modification;
- Performance of the Agreement, subcontract or modification; or,
- The amount and basis of any claim or dispute.

6.4. *Audit*. The Owner, ARDOT, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Subconsultant's records involving transactions related to this Agreement or a subcontract hereunder.

6.5. *Reports*. If the Subconsultant is required to furnish cost, funding, or performance reports, the Owner, ARDOT, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Subconsultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

6.6. *Availability*. The Subconsultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this section and Section 29, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—

6.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

6.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

6.7. The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

7. PATENT AND COPYRIGHT INFRINGEMENT

7.1. The Subconsultant shall report to the Consultant and Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Subconsultant has knowledge.

7.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Subconsultant shall furnish to the Consultant and Owner, when requested, all evidence and information in possession of the Subconsultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Subconsultant.

7.3. The Subconsultant agrees to include, and require inclusion of, the provisions of this section in all subcontracts at any tier for supplies or services.

7.4. The Subconsultant shall indemnify the Consultant and Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Consultant or Owner of such supplies or construction work.

7.5. This indemnity shall not apply unless the Subconsultant has been informed within ten (10) business days following the Consultant's or Owner's receipt of legal notice of any suit alleging such infringement and shall be given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Consultant or Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Subconsultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Subconsultant, unless required by final decree of a court of competent jurisdiction.

8. SUBCONTRACTING

8.1. Unless expressly disclosed in Appendix B, the Subconsultant may not subcontract any of the services to be provided herein without the express written approval of the Consultant and Owner. All subconsultants, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subconsultants shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.

8.2. Unless the consent or approval specifically provides otherwise, neither consent by the Consultant or Owner to any subcontract nor approval of the Subconsultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Subconsultant of any responsibility, obligation, or duty under this Agreement.

8.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.

8.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Consultant or Owner without the express written agreement of the Consultant and Owner.

8.5. Prompt Payment. The Subconsultant shall pay subconsultants for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Consultant to the Subconsultant. Any retainage payments held by the Subconsultant must be returned to the subconsultant within 30 days after the subconsultant's work is completed. Failure to comply with this provision shall be considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Consultant, at its sole option and discretion, may:

- make payments directly to the subconsultant and offset such payments, along with any administrative costs incurred by the Consultant, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subconsultants have been and will be promptly paid for work performed.

8.6. The Subconsultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

9. RESTRICTIONS ON EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES

9.1. The Subconsultant shall not be permitted to employ or make an offer of employment, for regular or part-time work related to this Project during the term of this Agreement, to any person who:

- is a present employee of the City of Bentonville or the Department;
- is a former employee of the City of Bentonville and/or the Department and at any time during the person's employment, the person participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, on any particular matter pertaining to this Agreement;
- is a former employee of the City of Bentonville and/or the Department within the twelve (12) months of employee cessation, and under this Agreement will knowingly act as a principal or as an agent in matters which were within this person's official responsibility;

- is a former employee of the City of Bentonville and/or the Department within the twelve (12) months of employment cessation and will engage in selling or attempting to sell commodities or services, including technical or professional consultant services, unless the former employee's last annual salary with the City and/or Department did not exceed ten thousand five hundred dollars ($10,500); or

- is a former employee of the City of Bentonville and/or the Department and at any time was terminated with cause or allowed to resign/retire in lieu of termination with cause.

9.2. Any individual or entity acting as a principal or agent on behalf of any person disqualified pursuant to the terms of provision 9.1 shall not be permitted to perform any work related to any City of Bentonville project for the Subconsultant during the term of this Agreement.

9.3. This section is not intended to preclude a former employee from accepting employment with the Subconsultant solely because the Subconsultant has entered into this Agreement with the Consultant.

10. INSURANCE

10.1. *Professional Liability Insurance Coverage.* The Subconsultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts to the extent caused by the performance of professional services under this Agreement in an amount per claim of not less than $2,000,000 per claim and aggregate, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Subconsultant's subconsultants, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Subconsultant or alleged to have been committed by the Subconsultant or any person for whom the Subconsultant is legally responsible subject to the terms of the policy.

10.2. *Deductible.* The Subconsultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Consultant if, in the judgment and opinion of the Consultant, the Subconsultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Subconsultant shall submit promptly to the Consultant, upon request as often as quarterly, detailed financial statements and any other information requested by the Consultant to reasonably determine whether or not the Subconsultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.

10.3. *Workers' Compensation Insurance.* The Subconsultant shall at all times during the Term of this Agreement maintain Workers' Compensation and Employer's Liability Insurance as required under Arkansas law.

10.4. *Automobile and General Liability Insurance.* The Subconsultant shall at all times during the term of this Agreement maintain commercial general liability insurance coverage for bodily injury and property damage in the combined single limit of $1,000,000 per occurrence and aggregate, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of $1,000,000, which shall cover all owned, hired, and non-owned vehicles.

10.5. *Valuable Papers Insurance.* The Subconsultant shall at all times during the term of this Agreement maintain Valuable Papers Insurance, whether as part of the General Liability Insurance referenced above or as a separate insurance, in an amount sufficient to cover all cost associated with repairing, restoring, or replacing any plans, drawings, field notes, and other documents kept or created by the Suconsultant as part of the services under this Agreement, in the event of casualty to or loss or theft of such papers.

10.6. *Insurance Policies and Certificates.* The Subconsultant shall provide the Consultant upon request copies of its insurance policies and evidence satisfactory to the Consultant concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Subconsultant shall furnish to the Consultant certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Subconsultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which the Consultant, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

10.7. *Additional Insurance Requirements.* All insurance maintained by the Subconsultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Consultant, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Consultant. In the event that the insurance is cancelled, terminated, or changed during its term and thirty (30) days written notice cannot be provided to the Consultant, the Subconsultant shall provide any insurance required under this Section for continual coverage upon expiration of the existing policy or become financially responsible for any claims associated with the expired period.

10.8. *Duration of Insurance Obligations.* The Subconsultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Subconsultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage and Valuable Papers Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Subconsultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Subconsultant's services, whichever comes first.

10.9. *Subconsultant's Insurance Primary.* All insurance policies maintained by the Subconsultant pursuant to this Agreement shall provide that the Subconsultant's insurance shall be primary and the Consultant's own insurance shall be non-contributing.

10.10. *Additional Insured.* All liability insurance policies, except the professional liability policy, workers' compensation, and valuable papers policy, maintained by the Subconsultant pursuant to this Agreement shall be endorsed to include the Consultant, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Consultant.

11. COVENANT AGAINST CONTINGENCY FEES

11.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner, the ARDOT and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

11.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

11.3. *Bona fide employee*, as used in this Section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

11.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

11.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

12. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

12.1. *Compliance with Regulations*. The Subconsultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Subconsultant Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, or national origin be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

12.2. *Nondiscrimination*. The Subconsultant, with regard to the work performed by it during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, or national origin in the selection and retention of subconsultants, including procurements of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the USDOT Regulations.

12.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment*. In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurements of material and leases of equipment, each potential subconsultant or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

12.4. *Information and Reports*. The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner, ARDOT, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the Owner, ARDOT, or the USDOT and its Affiliated Modes, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.

12.5. *Sanctions for Noncompliance*. In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the Owner or ARDOT shall impose such contract sanctions as it, the ARDOT, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant under the Agreement until the Subconsultant complies with the provisions and cancellation, termination, or suspension of the Subconsultant Agreement, in whole or in part.

12.6. *Incorporation of Provisions*. The Subconsultant shall include the terms and conditions of this Section in every subcontract including procurements of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subconsultant shall take such action with respect to any subcontract or procurement as the Owner, ARDOT, or USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, however that, in the event the Subconsultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of any direction, the Subconsultant may request the Owner, ARDOT, or the United States to enter into the litigation to protect the interests of the State and the interests of the United States, respectively.

13. DBE CLAUSE

13.1. The Subconsultant shall not discriminate on the basis of race, color, sex, or national origin in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 CFR Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the Owner or ARDOT may determine appropriate.

13.2. The Subconsultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

14. COMPLIANCE WITH ALL OTHER LAWS REGARDING NONDISCRIMINATION

14.1. The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

14.2. The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, disability, or any other protected classes, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subconsultants, including procurements of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

14.3. In accordance with Section 504 regulations 49 CFR Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

15. CERTIFICATION REGARDING LOBBYING

15.1. The Subconsultant certifies, to the best of their knowledge and belief, that:

15.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

15.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”.

15.1.3. The Subconsultant shall require that the language of this certification be included in the agreement for all subcontracts and that all subconsultants shall certify and disclose accordingly.

16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

16.1. The Subconsultant certifies, to the best of its knowledge and belief, that—

16.1.1. The Subconsultant and any of its Principals—

16.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

16.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

16.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 16.1.1.2; and,

16.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for Default by any federal or state agency.

16.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.

16.3. The Subconsultant shall provide immediate written notice to the Owner and ARDOT if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

16.4. The certification in subsection 16.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, ARDOT may terminate the contract resulting from this solicitation for Default in addition to any other remedies available to the Owner.

17. CERTIFICATION REGARDING CONFLICT OF INTEREST

17.1. The Subconsultant certifies that it has no financial interest in the proposed project or construction of the proposed project.

17.1.1. The Subconsultant nor any of its Principals have no known conflicts with any of the following:

17.1.1.1. No financial interest in work associated with this contract;

17.1.1.2. No ownership interest in work associated with this contract;

17.1.1.3. No Financial interest in the results of any agency decisions regarding approvals for work associated with this project;

17.1.1.4. Policies and procedures (provided statutory framework permits) for a contracting agency to pursue a range of civil actions and penalties including fines, suspension, or debarment associated with fraud, waste, abuse, and identified conflicts of interest which were not disclosed.

17.2. For the duration of the contract, except for work expressly defined in this contract, the Subconsultant shall not be party to third party agreements for design or construction on projects associated with contract.

17.3. For the duration of the contract, except for work expressly defined in this contract, the Subconsultant shall not be party to enforceable promises or guarantees of future work associated with this contract.

18. NOTICE

18.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

18.1.1. To the Subconsultant:

Reed & Associates, Inc.
3739 N. Steele Boulevard, Suite 322
Fayetteville, AR 72703
Attn: Katie Hampton

18.1.2. To the Consultant:

Olsson, Inc.
3537 N. Steele Blvd., Ste. 310
Fayetteville, AR 72703
Attn: Ryan Simpson

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

Olsson, Inc.

BY: [redacted]
Brad Hammond
Client Relationship Manager

Reed & Associates, Inc.

BY: [redacted]
Tom Reed
President

APPENDIX C
C-1

CERTIFICATION OF CONSULTANT

I hereby certify that I, Brad Hammond, am the Client Relationship Manager and duly authorized representative of the firm Olsson, Inc., whose headquarters address is 3537 N. Steele Blvd., and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract;

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract;

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; or

(d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Assurances as outlined in Section 31 of this Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurements of material or equipment. I certify and hereby agree to the conditions of Certification Regarding Lobbying as outlined in Section 34 of this Agreement and shall insert the Certification Regarding Lobbying in all solicitation of work or procurements of material or equipment. I certify and hereby agree to the conditions of Certification Regarding Conflict of Interest as outlined in Section 38 of this Agreement and shall insert the Certification Regarding Conflict of Interest in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

Olsson, Inc. ("Consultant") complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Consultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in the Consultant's programs and activities, as well as the Consultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Consultant's nondiscrimination policies may be directed to Regan Isaacs, Director of Human Resources, 11600 Broadway Ext #300, Oklahoma City, OK 73114, 405-820-9999, or the following e-mail address: risaacs@olsson.com.

[redacted]
Authorized Firm Representative

2/11/2025
Date

CERTIFICATION OF CITY OF BENTONVILLE, ARKANSAS

I, Stephanie Orman, hereby certify that I am the Mayor of the City of Bentonville, Arkansas and that the aforementioned consulting firm or its representative has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fees, contributions, donations, or consideration of any kind:

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____
Stephanie Orman, Mayor Date

CERTIFICATION OF SUBCONSULTANT

I hereby certify that I, Meredith LaFreniere, am the Director of Title Operations and duly authorized representative of the firm WACO Title Company Inc., whose headquarters address is 2592 S. 48th St., Springdale, Arkansas 72762, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract;

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract;

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; or

(d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 12 of this Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurements of material or equipment. I certify and hereby agree to the conditions of Certification Regarding Lobbying as outlined in Section 15 of this Agreement and shall insert the Certification Regarding Lobbying in all solicitation of work or procurement of materials or equipment. I certify and hereby agree to the conditions of Certification Regarding Conflict of Interest as outlined in Section 17 of this Agreement and shall insert the Certification Regarding Conflict of Interest in all solicitation of work or procurements of material or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

WACO Title Company Inc. ("Subconsultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Consultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in the Consultant's programs and activities, as well as the Consultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Consultant's nondiscrimination policies may be directed to Meredith LaFreniere, Director of Title Operations, 2592 S. 48th St., Springdale, Arkansas 72762, 479-573-2814, or the following e-mail address: mlafreniere@wacotitle.com.

[redacted]

Authorized Firm Representative

2-12-25

Date

CERTIFICATION OF SUBCONSULTANT

I hereby certify that I, Daniel Kann, am the Senior Managing Director and duly authorized representative of the firm Valbridge Property Advisors, whose headquarters address is 10990 Quivira Road, Suite 100, Overland Park, Kansas 66210, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract;

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract;

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; or

(d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 12 of this Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurements of material or equipment. I certify and hereby agree to the conditions of Certification Regarding Lobbying as outlined in Section 15 of this Agreement and shall insert the Certification Regarding Lobbying in all solicitation of work or procurement of materials or equipment. I certify and hereby agree to the conditions of Certification Regarding Conflict of Interest as outlined in Section 17 of this Agreement and shall insert the Certification Regarding Conflict of Interest in all solicitation of work or procurements of material or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

Valbridge Property Advisors ("Subconsultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Consultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in the Consultant's programs and activities, as well as the Consultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Consultant's nondiscrimination policies may be directed to Daniel Kann, Senior Managing Director, 10990 Quivira Road, Suite 100, Overland Park, Kansas 66210 (913-647-4094), or the following e-mail address: dkann@valbridge.com.

[redacted]

Authorized Firm Representative

January 30, 2025
Date

CERTIFICATION OF SUBCONSULTANT

I hereby certify that I, Katie Hampton, am the Manager and duly authorized representative of the firm Reed & Associates, Inc., whose headquarters address is 3739 N. Steele Boulevard, Suite 322, Fayetteville, AR, 72703, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract;

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract;

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; or

(d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 12 of this Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurements of material or equipment. I certify and hereby agree to the conditions of Certification Regarding Lobbying as outlined in Section 15 of this Agreement and shall insert the Certification Regarding Lobbying in all solicitation of work or procurement of materials or equipment. I certify and hereby agree to the conditions of Certification Regarding Conflict of Interest as outlined in Section 17 of this Agreement and shall insert the Certification Regarding Conflict of Interest in all solicitation of work or procurements of material or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

Reed & Associates, Inc. ("Subconsultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Consultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in the Consultant's programs and activities, as well as the Consultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Consultant's nondiscrimination policies may be directed to Katie Hampton, Manager of Reed & Associates, Inc., 3739 N. Steele Boulevard, Suite 322, Fayetteville, AR, 72703, 479-521-6313, or the following e-mail address: khampton@reedappraisal.biz.

[redacted]

Authorized Firm Representative

02-13-2025

Date

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
1311 Clayton St., Springdale, Arkansas, 72762
• (479) 751 7125 • Fax: (479) 751 7150 • http://nwarpc.org

August 29, 2023

Mayor Stephanie Orman
City of Bentonville
117 West Central Ave.
Bentonville, AR 72712

Mayor Bill Edwards
City of Centerton
P.O Box 208
Centerton, AR 72719

Re: Job No. 090628 Greenhouse Road Imprvts. – Hwy 12 to Hwy 102 – Right-of-Way and Utilities
FFY 2024 Surface Transportation Block Grant Program - Attributable (STBGP-A)
Total NWARPC Federal Funds Awarded to Greenhouse Road Improvement Project $4,428,036

Dear Mayor Orman and Mayor Edwards:

I am pleased to inform you the Greenhouse Road Improvement Project was selected by the Northwest Arkansas Regional Planning Commission on August 23, 2023, for Federal Fiscal Year (FFY) 2024 STBGP-A funding. The awarded STBGP-A funds and the required local match are shown below:

NWARPC STBGP-A	**$3,333,396 (80% Federal)**
City Match	**$ 833,349 (20% Local)**
Total	**$4,166,745**

The STBGP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2024 funding is published by the Federal Highway Administration (FHWA).

These funds are required to be obligated by the end of the Federal Fiscal Year which ends on September 30, 2024. All required ARDOT submittals and required approvals for this project should be completed by August 15, 2024, to allow sufficient time to obligate the STBGP-A funds for this project.

Please note that STBGP-A projects "...must comply with applicable provisions in Title 23, such as project agreements, authorization to proceed prior to incurring costs, prevailing wage rates (Davis-Bacon), competitive bidding, and other contracting requirements, regardless of whether the projects are located within the right-of-way of a Federal-aid highway."

Training for this program is being provided by ARDOT **on September 12, 2023, from 10:00-11:30** at the NWARPC office. Please send the appropriate staff member(s).

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,

Tim Conklin
Executive Director

Cc: Ms. Keli Wylie, ARDOT
Ms. Erica Adams, ARDOT
Mr. Travis Brooks, ARDOT
Mr. David Siskowski, ARDOT
Ms. Minghua Qiu Miller, ARDOT
Mr. Sunny Farmahan, ARDOT
Mr. Anthony Hunter, ARDOT
Mr. Dennis Birge, Transportation Dir., Bentonville
Ms. Becky Pinson, Grants, Bentonville
Mr. Alan Craighead, City Engineer, Centerton

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
1311 Clayton St., Springdale, Arkansas, 72762
• (479) 751 7125 • Fax: (479) 751 7150 • http://nwarpc.org

June 6, 2024

Mayor Stephanie Orman
City of Bentonville
305 SW "A" St
Bentonville, AR 72712

Mayor Bill Edwards
City of Centerton
PO Box 208
Centerton, AR 72719

Re: Greenhouse Road Improvements - Hwy 12 to Hwy 102 (Job No. 090628) – ROW/Utilities
NWARPC FFY 2025 Surface Transportation Block Grant Program – Attributable (STBGP-A)
Total NWARPC Federal Funds Awarded to Job 090628: $4,889,964

Dear Mayor Orman and Mayor Edwards:

I am pleased to inform you the Greenhouse Road Improvements - Hwy 12 to Hwy 102 (Job No. 090628) was selected by the Northwest Arkansas Regional Planning Commission on May 22, 2024, for Federal Fiscal Year (FFY) 2025 NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A) funding.

The awarded FY2025 NWARPC STBGP-A funds and the required local match are shown below:

NWARPC STBGP-A	**$461,928**	**(80% Federal)**
City Match	**$115,482**	**(20% Local Match)**
Total	**$577,410**	

The NWARPC STBGP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2025 funding is published by the Federal Highway Administration (FHWA).

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2025. All required submittals to Arkansas Department of Transportation (ARDOT) and required approvals for this project should be completed by August 15, 2025, to allow sufficient time to obligate the STBGP-A funds for this project.

ARDOT administers the Local Public Agency (LPA) program, including oversight support for the federal-aid project delivery and applicable provisions in Title 23, U.S.C., and processes reimbursement requests for the NWARPC funding award. Please refer to the ARDOT Local Public Agency Project Manual for more information. Required training for this program is being provided by ARDOT **on Thursday, July 18, 2024, from 9:00 am to 10:00 am** at the NWARPC office. Please send the appropriate staff member(s).

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,

Tim Conklin
Executive Director

Cc: David Siskowski, ARDOT
Minghua Qiu Miller, ARDOT
Carlos Meredith, ARDOT
Ashley Smith, ARDOT
Sunny Farmahan, ARDOT
Anthony Hunter, ARDOT
Dennis Birge, Bentonville Transportation Director
Rebecca Pinson, Bentonville Grant Writer
Jarrod Brightwell, Bentonville Staff Engineer

RESOLUTION NO._____

A RESOLUTION AMENDING THE 2025 BUDGET; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH OLSSON, IN THE AMOUNT OF FIVE HUNDRED NINETY-TWO THOUSAND EIGHT HUNDRED DOLLARS ($592,800.00), FOR GREENHOUSE ROAD ACQUISITON SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, Pursuant to RFQ-24-48, Olsson was selected to perform acquisition services for the Greenhouse Road Safety Improvements project;

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;

WHEREAS, STBGP-A funds have been awarded to the City for these services in partnership with the City of Centerton;

WHEREAS, the City's matching portion of those funds will be paid out of Street Fund set asides in the 2025 budget; and

WHEREAS, a budget adjustment is needed to recognize and appropriate grant funds and to appropriate the 2025 budgeted Street Fund set asides.

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 Olsson, in an amount not to exceed five hundred ninety-two thousand eight hundred dollars ($592,800.00), to provide acquisition services for the Greenhouse Road Safety Improvements project;

Section 2: The 2025 Budget is adjusted to recognize funds from 2 (two) STBGP-A awards, in the total amount of three million seven hundred ninety-five thousand three hundred twenty-four dollars ($3,795,324.00) into Account #203810-33110 – Federal Direct Grant;

Section 3: The 2025 Budget is further adjusted to appropriate the same into Account #203810-47380 – Street Construction;

Section 4: The 2025 Budget is further adjusted to appropriate nine hundred forty-eight thousand eight hundred thirty-one dollars ($948,831.00) from budgeted Street Fund set asides into Account #203810-47380 – Street Construction;

Section 5 - 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 6 - 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:	3/12/2024	**Submitted By:**	Bonnie Bridges
Phone:	479-254-2036	**For Department(s):**	Legal
Email:	bbridges@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 2025 Public Transit Agreement with Ozark Regional Transit Service
Action Recommendation & Justification:	Ordinance allowing the approval of an agreement with Ozark Regional Transit Service in the amount of $568,256.00 to provide transit service to Bentonville citizens for the 2025 calendar year and waiving the requirement of competitive bidding. No Budget Adjustment is needed.
Additional Comments for Consideration (Optional):	2025 agreement provides both on-demand and fixed-route services.
Amount for Approval:	**$** 568,286.00

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):

AGREEMENT FOR CITY OF BENTONVILLE TRANSIT SERVICES

WHEREAS, Ozark Regional Transit (ORT), is a public transit authority organized and existing pursuant to A.C.A 14-334-101 et. seq.;

WHEREAS, the City of Bentonville, Arkansas (City) is a member of said authority;

WHEREAS, ORT provides public transportation to the citizens of the City;

WHEREAS, the City agrees to provide continued funding for transit services from its General Fund; and

WHEREAS, the funding sources for services are as follows:

Total Service Cost (including connectivity)	$1,601,207.00
Federal Share	$664,000.00
City Share	$568,286.00
Fare Income Estimate	$11,506.00
WFF Grant	$368,921.00

WHEREAS, the 2025 Federal Share of funding allocated through 49 USC 5307 Urbanized Area Formula Grants is estimated to be 3% more than the 2024 posted apportionments and is split locally in the following manner:

Federal Allocation: ORT	$2,656,000.00
Fayetteville Share	$664,000.00
Springdale Share	$664,000.00
Rogers Share	$664,000.00
Bentonville Share	$664,000.00

WHEREAS, the City is agreeable to such.

NOW, THEREFORE, IT IS AGREED:

1. ORT will continue to provide services to the citizens of the City of Bentonville as has been traditionally provided in the past.

2. For the sum of $568,286.00 from the City, in conjunction with additional funding provided by the FTA, the State of Arkansas, private grants, and other revenue sources,1` ORT will provide services as follows:
    a. 4 vehicles providing both Fixed Route transit services and On Demand transit services within the boundaries of the attached schedule identified as Exhibit “A” and map identified as Exhibit “B” from on/or about January 1, 2025 through December 31, 2025.
    b. Associated ADA Para-Transit services.

3. If the City’s share of the state sales tax enacted pursuant to Amendment 91 tax generates more than the amount necessary to cover the funding agreed to, any such overage will be retained by the City. If the anticipated revenue is less than $568,286.00 then the City shall pay the difference from other funding sources.

DRAFT

4. The revenue of $568,286.00 referred to herein as the City's share shall be remitted in quarterly installments. The quarterly installments of $142,071.50 shall be billed by ORT.

5. ORT, with input and coordination from City staff, will manage the installation and removal of bus stop locations, bus stop signage, shelter placement, and bench placement when necessary at mutually agreed upon locations. Designs for bus stop signage, shelter placement, and bus stop benches will be presented to City staff for approval. ORT will provide and install bus shelters and benches on concrete pads provided by the City.

6. The term of this Agreement shall be from January 1, 2025, through December 31, 2025; however, said Agreement may be terminated by either party upon sixty (60) days written notice.

7. ORT agrees to provide professionally qualified staff to carry out the terms of this Agreement, understanding and acknowledging that the financial support offered by the City provides for the implementation of this Agreement.

8. ORT shall make monthly reports to the City and furnish any and all information requested by the City.

9. ORT will present a City specific marketing plan during the second quarter, allowing input from City staff and coordination on the implementation of marketing materials or programs. The marketing plan will be designed to promote outreach and increase awareness of ORT's routes and services to Bentonville residents and will include annual ridership growth benchmarks and measures to increase ridership. ORT agrees to devote sufficient time, interests, and energies to promote ridership on the City's routes.

10. ORT shall make, in person, quarterly reports to the Bentonville City Council Finance Committee which include, but are not limited to, marketing and technology updates.

11. During the first quarter, ORT will implement the City's fixed route onto its app. Throughout the duration of this agreement, ORT pledges to continuously work towards ease of public use for its technology with the understanding that ORT is moving towards one app for citizen use.

12. In the event of a performance failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Agreement, the City may withhold sums otherwise due to ORT that are specifically for the service that was not performed in accordance with the Agreement, until the correction of the performance failure is confirmed to the satisfaction of the City. In the event ORT fails to correct the performance failure within forty-eight (48) hours of being notified, or if ORT fails to correct the performance failure in a manner which bring the service into specification as approved by the City's contact, the City reserves the right to cancel the Agreement immediately.

13. ORT represents that is shall, at its sole cost and expense, comply with all applicable municipal, county, state, and federal requirements now in force pertaining to any and all activities contemplated under this Agreement.

DRAFT

14. The parties agree that this Agreement shall be construed under Arkansas law with proper jurisdiction and venue for any cause of action arising from this Agreement vesting in the Circuit Court of Benton County, Arkansas.

15. ORT acknowledges that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to the disclosure under the Arkansas Freedom of Information Act (FOIA) Ark. Code Ann. §25-19-101, et seq. City contracts and documents prepared while performing City contractual work are subject to the FOIA. If a FOIA request is presented to the City, ORT will do everything possible to provide the documents in a prompt and timely manner. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

16. Without the City's prior consent, ORT's duties under this Agreement are not assignable by ORT, either in whole or in part.

17. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision of this agreement shall not affect the other provisions.

18. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

19. Changes, modifications, or amendments in scope, price, or other deliverables pursuant to this Agreement shall not be allowed without a prior formal contractual amendment approved by the City in advance of the change in scope, price, or deliverable. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach of obligation of the other party, under this Agreement, shall constitute a waiver of any other prior or subsequent breach or obligation.

20. This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representation, or warranties with respect to the subject matter of this Agreement other than those expressly provided herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the _____ day of _____, 20__

Ozark Regional Transit

By:_____
Joel Gardner
Executive Director
Ozark Regional Transit

City of Bentonville, Arkansas

By:_____
Stephanie Orman
Mayor, City of Bentonville, Arkansas

DRAFT

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF TRANSIT SERVICE WITHIN THE CITY OF BENTONVILLE; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED FIVE HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-SIX DOLLARS ($568,286.00), WITH OZARK REGIONAL TRANSIT FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Transportation Department wishes to enter into an agreement with Ozark Regional Transit for public transit services within the City of Bentonville;

WHEREAS, Ozark Regional Transit is the sole provider for such service 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 a contract with Ozark Regional Transit for the public transit service within the City of Bentonville, in an amount not to exceed five hundred sixty-eight thousand two hundred eighty-six dollars ($568,286.00);

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 transit services for the Bentonville Transportation Department;

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

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:	3/11/2025	**Submitted By:**	Mark Slaughter
Phone:	479-254-2084	**For Department(s):**	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 ☑ Appointment

Title, Recommendation & Justification

Title:	Reappointment of Brian Baldwin to the City of Bentonville's Airport Advisory Board
Action Recommendation & Justification:	Reappointment of Brian Baldwin to his first full three-year term. He was filling an unexpired term of another board member which ended on September 20, 2024. Reappointment for a three-year term to end September 20, 2027.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

March 11, 2025

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Reappointment of Brian Baldwin to the City of Bentonville's Airport Advisory Board

---

I recommend Brian Baldwin for reappointment to the City of Bentonville's Airport Advisory Board. Mr. Baldwin will be serving his first full term that will expire on September 20, 2027.

SO

Stephanie Orman

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/11/2025	**Submitted By:**	Mark Slaughter
Phone:	479-254-2084	**For Department(s):**	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 ☐ Appointment

Title, Recommendation & Justification

Title:	Resolution Authorizing a Land Lease Agreement at 2509 SW I ST with IAC, LLC
Action Recommendation & Justification:	A resolution authorizing the Mayor and City Clerk to enter into a land lease agreement, at the Bentonville Municipal Airport, between the City of Bentonville and Independent Aviation Consultants, LLC. This was approved by the Airport Advisory Board. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This Land Lease Agreement is one of six that will be presented to City Council as part of the Airport Expansion Project on the West side of the Airport commonly referred to as Neighborhood One. The LSDP was approved by Planning Commission at its March 4, 2025 meeting.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this ___ day of _____, 2024; with an effective date of _____ ,___ 2024, the City of Bentonville, hereinafter referred to as "Lessor," and Independent Aviation Consultants, LLC, hereinafter referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 9,116 square feet marked and identified as:

See Legal Description attached as Exhibit "A"

NOW, THEREFORE, the Parties hereto agree as follows:

1. **LEASEHOLD.** The Lessor does hereby grant, demise, and lease unto Lessee certain premises as set out in the attached **Exhibit A** (the Leased Premises) situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" described on **Exhibit "A"** under a portion of a Building to be constructed on the Leased Premises. The Site Plan and Building description is attached as **Exhibit "B"**. The Leased Premises is defined as the real property described on **Exhibit "A"** located underneath and including the Building located thereon, which Lessee proposes to erect.

2. **TERMS AND CONDITIONS.** Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

3. **TERM.**

3.1 This lease's term is for forty (40) years beginning on the 24th day of January, 2024, and ending at Midnight, 24th day of January, 2064, unless sooner terminated as herein provided. Prior to the end of the term, the parties may negotiate future options or extensions to commence after the end of the term or any extended term and Lessee shall have the right of first refusal to lease the Leased Premises on substantially the same terms and conditions as a third party offer to lease the Leased Premises commencing on or about the end of the term or extended term, for thirty (30) days following receiving written notice of such offer together with a copy of such bonafide third party offer to lease the Leased Premises.

3.2 Lessee shall be responsible for one sixth (1/6) of the cost of the rail fence and gate on I Street in Bentonville, Arkansas. Lessor shall invoice Lessee and said invoice shall be paid within sixty (60) days of receipt.

3.3 Lessee is responsible for the parking area in front of and behind the Leased Premises, as described on **Exhibits "A" and "B"** and shall ensure compliance with all City of Bentonville Ordinances and Regulations. Lessee is responsible for constructing sufficient vehicle parking for Lessee's use a the rear of the hangar. Lessee is responsible for constructing the ramp at the front of the hangar. Maintenance of these areas is the responsibility of the Lessee.

3.4 Lessee must begin the Large-Scale Development process, coordinating with the City of Bentonville Planning Department, by March 31, 2024, completing the process within six (6) months.

3.5 This Land Lease Agreement cannot be transferred until after construction of the Building, described in **Exhibit "B"**, is complete. All transfers or assignments must be approved by the City of Bentonville Airport Advisory Board and City Council.

3.6 Construction on the Building, as described in **Exhibit "B"**, shall be completed within eighteen (18) months after approval of the Large Scale Development Plan.

3.7 Mechanic's or Materialmen's Liens. The Lessee agrees that during the Term of this lease no

mechanic's or materialmen's liens affecting the Leased Premises or any improvements thereon shall be suffered to arise, and that in the event any such life does arise, the Lessee shall promptly discharge or bond over same, and if default in the payment thereof shall continue for forty-five (45) days after receipt of written notice of such lien and demand for its discharge or the posting of a bond given to the Lessor by Lessee, then the Lessor shall have the right and privilege, at its option, to pay the same, and the amount so paid, including expenses, shall at the option of the Lessor be additional rental due from the Lessee at the next succeeding rental payment with interest thereon at the rate of eight percent (8%) per annum from the date on which such payment was made; provided, however, that if the Lessee denies the validity or amount of any asserted mechanic's or materialmen's lien on the Leased Premises or any improvement thereon, the Lessee, at its expense, shall have a reasonable opportunity to contest such validity by appropriate legal proceedings and Lessor shall assist Lessee in prosecuting such contest, including but not limited to, providing necessary information, including necessary documents, and permitting Lessee to contest in the name of Lessor if required by any existing or hereinafter enacted law, regulation, or procedure. It is agreed by the parties hereto that as between the parties hereto, in the event of such contest the Lessee shall be responsible for all litigation costs including court fees and costs, attorney fees, discovery costs, travel costs, and any and all other costs whatsoever, with Lessee holding Lessor harmless thereon.

4. **LEASE PAYMENT.** Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be $.55 cents per square foot. Leased ground space totals 9,116 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI) published each September as compared to the previous September, provided; however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index.

4.1 TAXES - Lessee shall pay all ad valorem taxes and assessments upon the Leased Premises and upon all personal property located upon the Leased Premises, which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

4.2 ASSIGNMENTS & SUB-LEASES. This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board, the Bentonville City Council, and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations and the new Lessee assumes all obligations of this original agreement in full. Any assignment of the lease shall be on the condition that the Building would continue to be owned by one owner, in which case the Lessor agrees that all variances of construction, fire codes, and Ordinances granted for the construction of the Building will continue for such assignee.

5. **INSURANCE.** Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold, the Building, and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy and as a "Loss Payee" as its interest may appear on the policy, giving consideration of Lessor's residual interest in any and all improvement thereon, with any proceeds received by Lessor to be utilized as provided in paragraph 10.1. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

6. **USE OF THE PREMISES.** The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the Leased Premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. In the event that Lessee uses the property for

purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement.

7. **UTILITIES.** Lessee shall be responsible for utilities to the leasehold. Initial utility service to the Leased Premises will be the responsibility of the Lessee and negotiations for terms of utility provision are a matter between the Lessee and each individual service provider including the City of Bentonville. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities.

8. **REPAIRS, MAINTENANCE AND APPEARANCE.**

8.1 Except as otherwise provided in this lease, Lessee shall at all times during the term of this lease agreement, at Lessee's expense, keep and maintain in good repair and safe condition the Leased Premises and its equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent, or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions, and betterments. Lessee will at all times keep the leasehold free and clean of all trash, refuse, and any unsightly conditions or fire hazards.

8.2 The necessity for and adequacy of repairs to the Leased Premises, pursuant to subparagraph 8.1 hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

8.3 Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph 8.2 above as a result of failure by Lessee to maintain or repair the demised premises as required.

9. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall be entitled to make alterations, additions, and improvements to the Leased Premises necessary and desirable for the operation of the Leased Premises. Lessee shall not be entitled to make any significant or material alterations, additions, or changes to the exterior of the Leased Premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions, and improvements, shall become the property of the City of Bentonville, Arkansas, upon the expiration and/or termination of the lease agreement, subject to the provisions of the DEFAULT paragraph below.

10. **WAIVER.** The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

11. **TIME OF THE ESSENCE.** It is understood that time is of the essence of this Lease Agreement.

12. **DEFAULT.** In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council pursuant to the following:

12.1 Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

12.2 No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

12.3 Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

12.4 Following the period for curing or contesting a default provided above, the Bentonville City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in the Leased Premises property and the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

13. **TERMINATION OF USE.** In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

14. **REVERSION.** It is covenanted and agreed that all of Lessee's right, title, and interest in any buildings and improvements remaining on the Leased Premises, at the expiration of the Term of this Lease or termination of this Lease, as set forth herein, shall at such time be and become the property of the Lessor. Until such expiration or termination of this lease, all right, title, and interest in any buildings and improvements on the Leased Premises shall reside in Lessee.

15. **MORTGAGING OF LEASEHOLD.** Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land, building, and improvements erected thereon.

15.1 Notification. Upon the execution and recordation of any such leasehold mortgage or deed of trust, the Lessor shall be notified in writing by Lessee that such leasehold mortgage or deed of trust has been so given and executed by the Lessee, and Lessor shall also be furnished with the address to which Lessee desires copies of notices to be mailed; and Lessor hereby agrees that it will thereafter mail to such assignee of this Lease, guarantor or any indebtedness secured by this Lease, mortgagee, or beneficiary under a leasehold mortgage or deed of trust or other security agreement, a duplicate copy of any and all notices in writing which the Lessor may from time to time give to or serve upon the Lessee under and pursuant to the terms and provisions of this Lease.

16. **GOVERNMENTAL REQUIREMENTS GENERALLY.** Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the Leased Premises. Further Lessor and Lessee agree that this Lease is made subject to all rules and requirements of the FAA.

17. **INDEMNITY.** Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

18. **GRAMMATICAL USAGE.** Whenever used herein: The singular number shall include the plural, the plural the singular, and any gender all genders in any place in which the context so requires.

19. **NOTICES.** Whenever by the terms of this Lease, notice shall or may be given either to the Lessor or to the Lessee, such notice shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, with adequate prepaid postage.

If intended for the Lessor, addressed to:

City of Bentonville Attn: Mayor Stephanie Orman

305 SW A Street, Bentonville, AR 72712

With a Copy To:

Debbie Griffin

305 SW A Street, Bentonville AR 72712

If intended for the Lessee, addressed to:

Mark Marsiglio

403 Torrance Dr. Cave Springs, AR 72718

20. **ENTIRE AGREEMENT.** Unless modified or supplemented in writing and signed by the party or parties to be charged, this Lease constitutes the entire agreement between the parties. Except as aforesaid, and other understandings, agreements, or negotiations are deemed merged herein and shall be interpreted in accordance with the law of the State of Arkansas.

21. **JURISDICTION AND VENUE.** Jurisdiction and Venue for any and all litigation concerning this Lease Agreement shall be Benton County, Arkansas.

WITNESS the execution hereof, by the parties hereto, in any number of counterpart copies each of which counterpart copies shall be deemed as an original for all purposes, as of the effective day and year first above written.

LESSOR:

_____
CITY OF BENTONVILLE,
MAYOR Stephanie Orman

Attest:_____
CITY CLERK Kirby Romines

LESSEE:

Owner/Company [redacted]

Signature: _____

Printed Name: _____

Title: Manager, Independent Aviation Consultants, LLC

APPROVED:

BENTONVILLE AIRPORT ADVISORY BOARD

By: _____
Chairman, Brian Baldwin

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named _____, to me well known, who acknowledged himself to be the _____ of _____, the Lessee in the above and foregoing Lease Agreement, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20____.

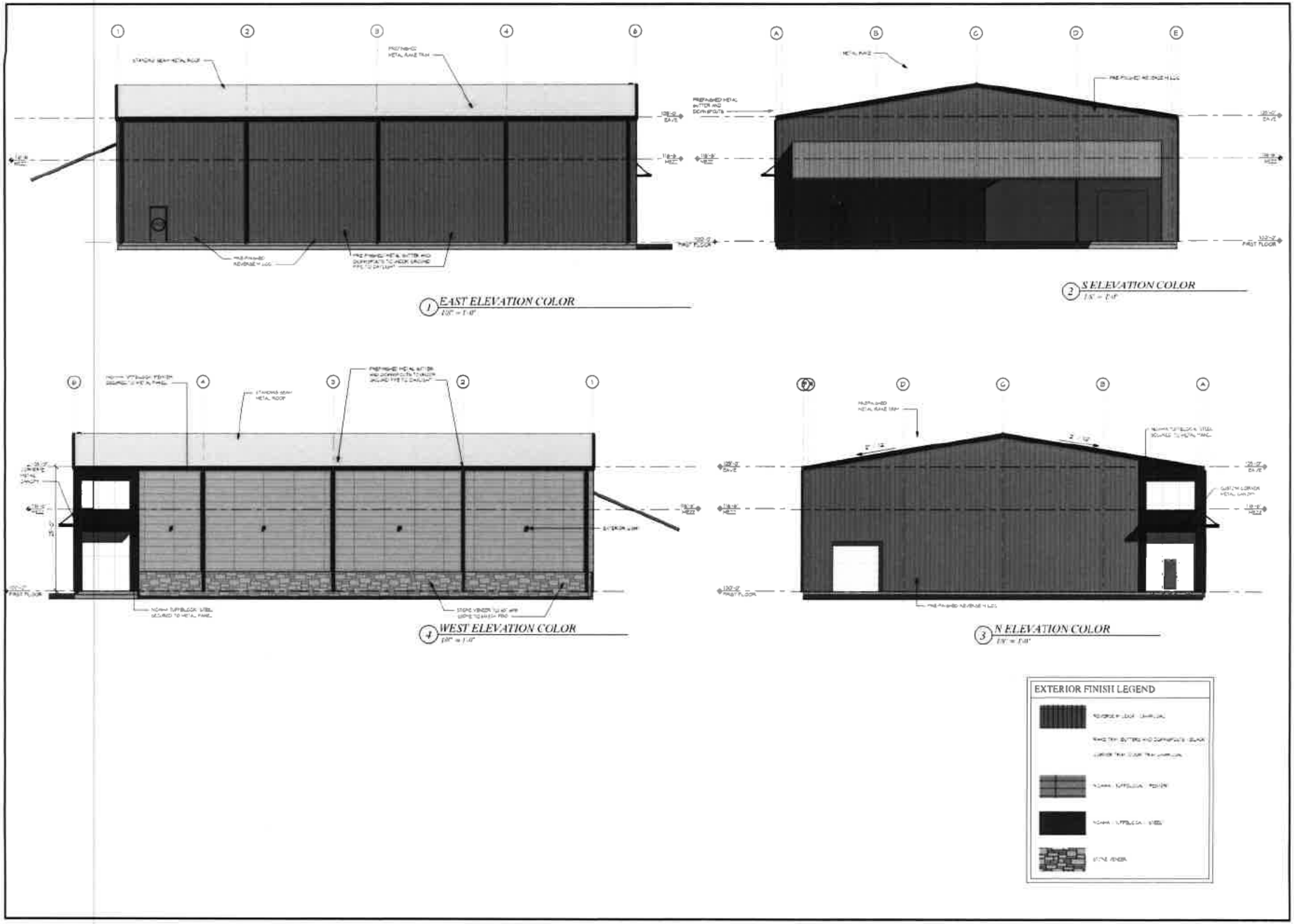
_____
Notary Public

_____
My Commission Expires:

Exhibit “A”

Noted on below exhibits as 2509 SW I Street, Bentonville, Arkansas

3



1 EAST ELEVATION COLOR
1/8" = 1'-0"

2 S ELEVATION COLOR
1/8" = 1'-0"

4 WEST ELEVATION COLOR
1/8" = 1'-0"

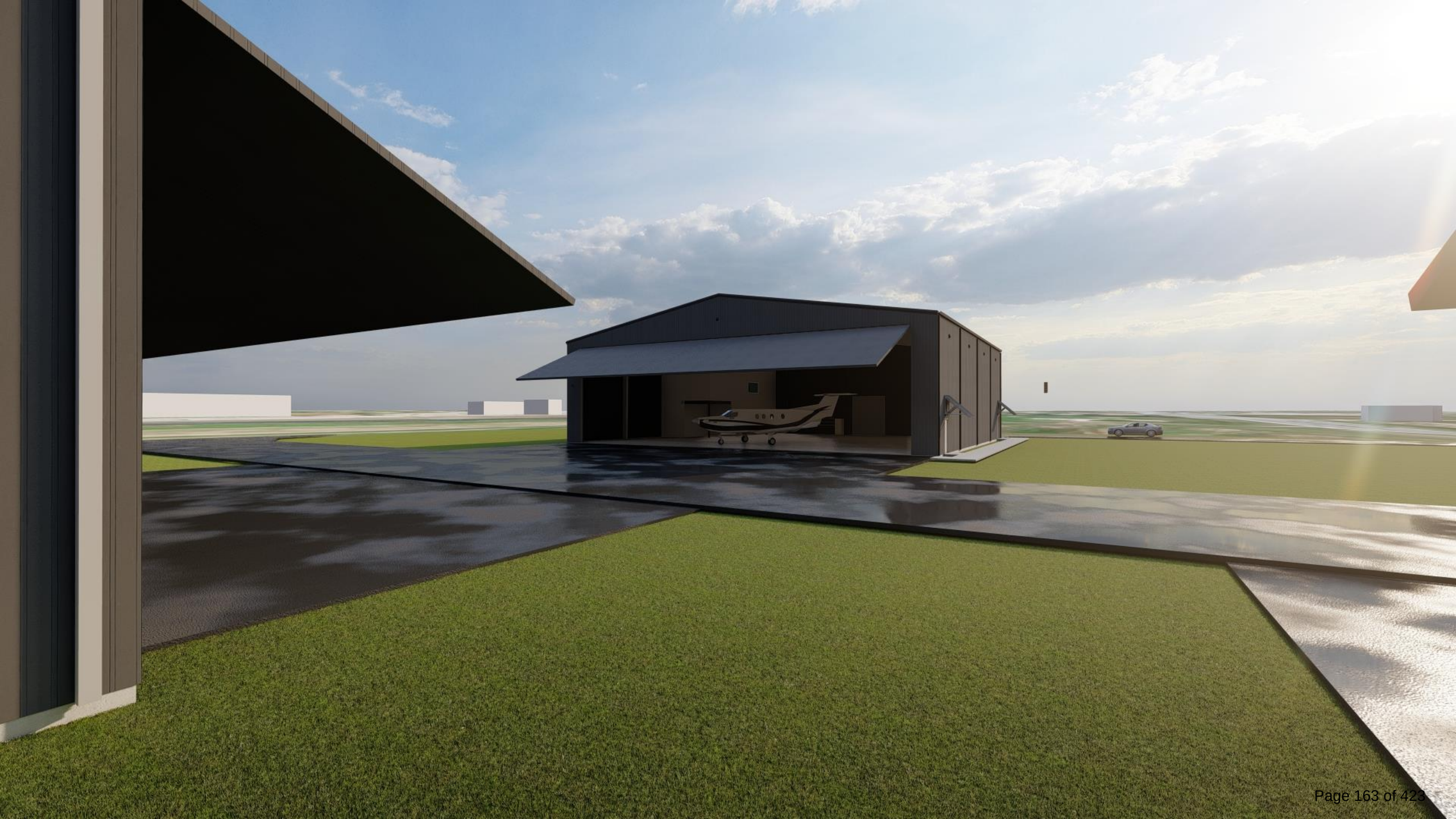
3 N ELEVATION COLOR
1/8" = 1'-0"

EXTERIOR FINISH LEGEND

Burris Architecture
808 Tiger Blvd Suite 4 Bentonville Ar 72712
479-315-4648

MARSIGLIO HANGAR
BENTONVILLE AIRPORT
BENTONVILLE, AR

A7.0



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LAND LEASE AGREEMENT, AT THE BENTONVILLE MUNICIPAL AIRPORT, FOR 2509 SW I STREET WITH INDEPENDENT AVIATION CONSULTANTS, LLC.; AND FOR OTHER PURPOSES.

WHEREAS, City staff request approval of a land lease agreement at the Bentonville Municipal Airport, for 2509 SW I St., between the City of Bentonville and Independent Aviation, LLC.; and

WHEREAS, the Airport Advisory Board recommends approval of this lease agreement and the associated large scale development plan was approved by Planning Commission.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute a land lease agreement with Independent Aviation Consultants, LLC., for 2509 SW I Street at the Bentonville Municipal Airport;

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:	3/11/2025	**Submitted By:**	Mark Slaughter
Phone:	479-254-2084	**For Department(s):**	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 ☐ Appointment

Title, Recommendation & Justification

Title:	Resolution Authorizing a Land Lease Agreement at 2511 SW I ST with 6FHangar, LLC
Action Recommendation & Justification:	A resolution authorizing the Mayor and City Clerk to enter into a land lease agreement, at the Bentonville Municipal Airport, between the City of Bentonville and 6FHangar, LLC. This was approved by the Airport Advisory Board. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This Land Lease Agreement is one of six that will be presented to City Council as part of the Airport Expansion Project on the West side of the Airport commonly referred to as Neighborhood One. The LSDP was approved by Planning Commission at its March 4, 2025 meeting.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this _____of _____, _____; with an effective date of _____, _____, _____the **City of Bentonville**, hereinafter referred to as "Lessor," and **6FHangar, LLC**, hereinafter referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 9,116 square feet marked and identified as:

See Legal Description attached as Exhibit "A"

NOW, THEREFORE, the Parties hereto agree as follows:

1. **LEASEHOLD.** The Lessor does hereby grant, demise, and lease unto Lessee certain premises as set out in the attached **Exhibit A** (the Leased Premises) situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" described on **Exhibit "A"** under a portion of a Building to be constructed on the Leased Premises. The Site Plan and Building description is attached as **Exhibit "B"**. The Leased Premises is defined as the real property described on **Exhibit "A"** located underneath and including the Building located thereon, which Lessee proposes to erect.

2. **TERMS AND CONDITIONS.** Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

3. **TERM.**

3.1 This lease's term is for forty (40) years beginning on the ___ day of ____, 2024, and ending at Midnight, _____ day of _____, 2064, unless sooner terminated as herein provided. Prior to the end of the term, the parties may negotiate future options or extensions to commence after the end of the term or any extended term and Lessee shall have the right of first refusal to lease the Leased Premises on substantially the same terms and conditions as a third party offer to lease the Leased Premises commencing on or about the end of the term or extended term, for thirty (30) days following receiving written notice of such offer together with a copy of such bonafide third party offer to lease the Leased Premises.

3.2 Lessee shall be responsible for one-sixth (1/6) of the cost of the rail fence and gate on I Street in Bentonville, Arkansas. Lessor shall invoice Lessee and said invoice shall be paid within sixty (60) days of receipt.

3.3 Lessee is responsible for the parking area in front of and behind the Leased Premises, as described on **Exhibits "A" and "B"** and shall ensure compliance with all City of Bentonville Ordinances and Regulations. Lessee is responsible for constructing sufficient vehicle parking for Lessee's use a the rear of the hangar. Lessee is responsible for constructing the ramp at the front of the hangar. Maintenance of these areas is the responsibility of the Lessee.

3.4 Lessee must begin the Large-Scale Development process, coordinating with the City of Bentonville Planning Department, by March 31, 2024, completing the process within six (6) months.

3.5 This Land Lease Agreement cannot be transferred until after the construction of the Building, described in **Exhibit "B"**, is complete. All transfers or assignments must be approved by the City of Bentonville Airport Advisory Board and City Council.

3.6 Construction on the Building, as described in **Exhibit "B"**, shall be completed within eighteen (18) months after approval of the Large Scale Development Plan.

3.7 Mechanic's or Materialmen's Liens. The Lessee agrees that during the Term of this lease no

mechanic's or materialmen's liens affecting the Leased Premises or any improvements thereon shall be suffered to arise, and that in the event any such life does arise, the Lessee shall promptly discharge or bond over same, and if default in the payment thereof shall continue for forty-five (45) days after receipt of written notice of such lien and demand for its discharge or the posting of a bond given to the Lessor by Lessee, then the Lessor shall have the right and privilege, at its option, to pay the same, and the amount so paid, including expenses, shall at the option of the Lessor be additional rental due from the Lessee at the next succeeding rental payment with interest thereon at the rate of eight percent (8%) per annum from the date on which such payment was made; provided, however, that if the Lessee denies the validity or amount of any asserted mechanic's or materialmen's lien on the Leased Premises or any improvement thereon, the Lessee, at its expense, shall have a reasonable opportunity to contest such validity by appropriate legal proceedings and Lessor shall assist Lessee in prosecuting such contest, including but not limited to, providing necessary information, including necessary documents, and permitting Lessee to contest in the name of Lessor if required by any existing or hereinafter enacted law, regulation, or procedure. It is agreed by the parties hereto that as between the parties hereto, in the event of such contest the Lessee shall be responsible for all litigation costs including court fees and costs, attorney fees, discovery costs, travel costs, and any and all other costs whatsoever, with Lessee holding Lessor harmless thereon.

4. **LEASE PAYMENT.** Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be $.55 cents per square foot. Leased ground space totals 9,116 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI) published each September as compared to the previous September, provided; however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index.

4.1 TAXES - Lessee shall pay all ad valorem taxes and assessments upon the Leased Premises and upon all personal property located upon the Leased Premises, which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

4.2 ASSIGNMENTS & SUB-LEASES. This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board, the Bentonville City Council, and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations, and the new Lessee assumes all obligations of this original agreement in full. Any assignment of the lease shall be on the condition that the Building would continue to be owned by one owner, in which case the Lessor agrees that all variances of construction, fire codes, and Ordinances granted for the construction of the Building will continue for such assignee.

5. **INSURANCE.** Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold, the Building, and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy and as a "Loss Payee" as its interest may appear on the policy, giving consideration of Lessor's residual interest in any and all improvement thereon, with any proceeds received by Lessor to be utilized as provided in paragraph 10.1. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

6. **USE OF THE PREMISES.** The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the Leased Premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. In the event that Lessee uses the property for

purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement.

7. **UTILITIES.** Lessee shall be responsible for utilities to the leasehold**.** Initial utility service to the Leased Premises will be the responsibility of the Lessee and negotiations for terms of utility provision are a matter between the Lessee and each individual service provider including the City of Bentonville. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities.

8. **REPAIRS, MAINTENANCE AND APPEARANCE.**

8.1 Except as otherwise provided in this lease, Lessee shall at all times during the term of this lease agreement, at Lessee's expense, keep and maintain in good repair and safe condition the Leased Premises and its equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent, or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions, and betterments. Lessee will at all times keep the leasehold free and clean of all trash, refuse, and any unsightly conditions or fire hazards.

8.2 The necessity for and adequacy of repairs to the Leased Premises, pursuant to subparagraph 8.1 hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

8.3 Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph 8.2 above as a result of failure by Lessee to maintain or repair the demised premises as required.

9. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall be entitled to make alterations, additions, and improvements to the Leased Premises necessary and desirable for the operation of the Leased Premises. Lessee shall not be entitled to make any significant or material alterations, additions, or changes to the exterior of the Leased Premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions, and improvements, shall become the property of the City of Bentonville, Arkansas, upon the expiration and/or termination of the lease agreement, subject to the provisions of the DEFAULT paragraph below.

10. **WAIVER.** The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

11. **TIME OF THE ESSENCE.** It is understood that time is of the essence of this Lease Agreement.

12. **DEFAULT.** In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council pursuant to the following:

12.1 Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

12.2 No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

12.3 Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

12.4 Following the period for curing or contesting a default provided above, the Bentonville City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in the Leased Premises property and the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

13. **TERMINATION OF USE.** In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

14. **REVERSION.** It is covenanted and agreed that all of Lessee's right, title, and interest in any buildings and improvements remaining on the Leased Premises, at the expiration of the Term of this Lease or termination of this Lease, as set forth herein, shall at such time be and become the property of the Lessor. Until such expiration or termination of this lease, all right, title, and interest in any buildings and improvements on the Leased Premises shall reside in Lessee.

15. **MORTGAGING OF LEASEHOLD.** Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land, building, and improvements erected thereon.

15.1 Notification. Upon the execution and recordation of any such leasehold mortgage or deed of trust, the Lessor shall be notified in writing by Lessee that such leasehold mortgage or deed of trust has been so given and executed by the Lessee, and Lessor shall also be furnished with the address to which Lessee desires copies of notices to be mailed; and Lessor hereby agrees that it will thereafter mail to such assignee of this Lease, guarantor or any indebtedness secured by this Lease, mortgagee, or beneficiary under a leasehold mortgage or deed of trust or other security agreement, a duplicate copy of any and all notices in writing which the Lessor may from time to time give to or serve upon the Lessee under and pursuant to the terms and provisions of this Lease.

16. **GOVERNMENTAL REQUIREMENTS GENERALLY.** Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the Leased Premises. Further Lessor and Lessee agree that this Lease is made subject to all rules and requirements of the FAA.

17. **INDEMNITY.** Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

18. **GRAMMATICAL USAGE.** Whenever used herein: The singular number shall include the plural, the plural the singular, and any gender all genders in any place in which the context so requires.

19. **NOTICES.** Whenever by the terms of this Lease, notice shall or may be given either to the Lessor or to the Lessee, such notice shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, with adequate prepaid postage.

If intended for the Lessor, addressed to:

City of Bentonville Attn: Mayor Stephanie Orman
305 SW A Street, Bentonville, AR 72712

With a Copy To:

Mark Slaughter
3200 SW Municipal Dr., Bentonville, AR

If intended for the Lessee, addressed to:

_____

_____

20. **ENTIRE AGREEMENT.** Unless modified or supplemented in writing and signed by the party or parties to be charged, this Lease constitutes the entire agreement between the parties. Except as aforesaid, and other understandings, agreements, or negotiations are deemed merged herein and shall be interpreted in accordance with the law of the State of Arkansas.

21. **JURISDICTION AND VENUE.** Jurisdiction and Venue for any and all litigation concerning this Lease Agreement shall be Benton County, Arkansas.

WITNESS the execution hereof, by the parties hereto, in any number of counterpart copies each of which counterpart copies shall be deemed as an original for all purposes, as of the effective day and year first above written.

LESSOR:

_____
CITY OF BENTONVILLE,
MAYOR Stephanie Orman

Attest:_____
CITY CLERK Malorie Marrs

LESSEE:

Owner/Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

APPROVED:

BENTONVILLE AIRPORT ADVISORY BOARD

By: _____
Chairman, Brian Baldwin

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named _____, to me well known, who acknowledged himself to be the _____of _____, the Lessee in the above and foregoing Lease Agreement, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said limited liability company by himself as such officer.

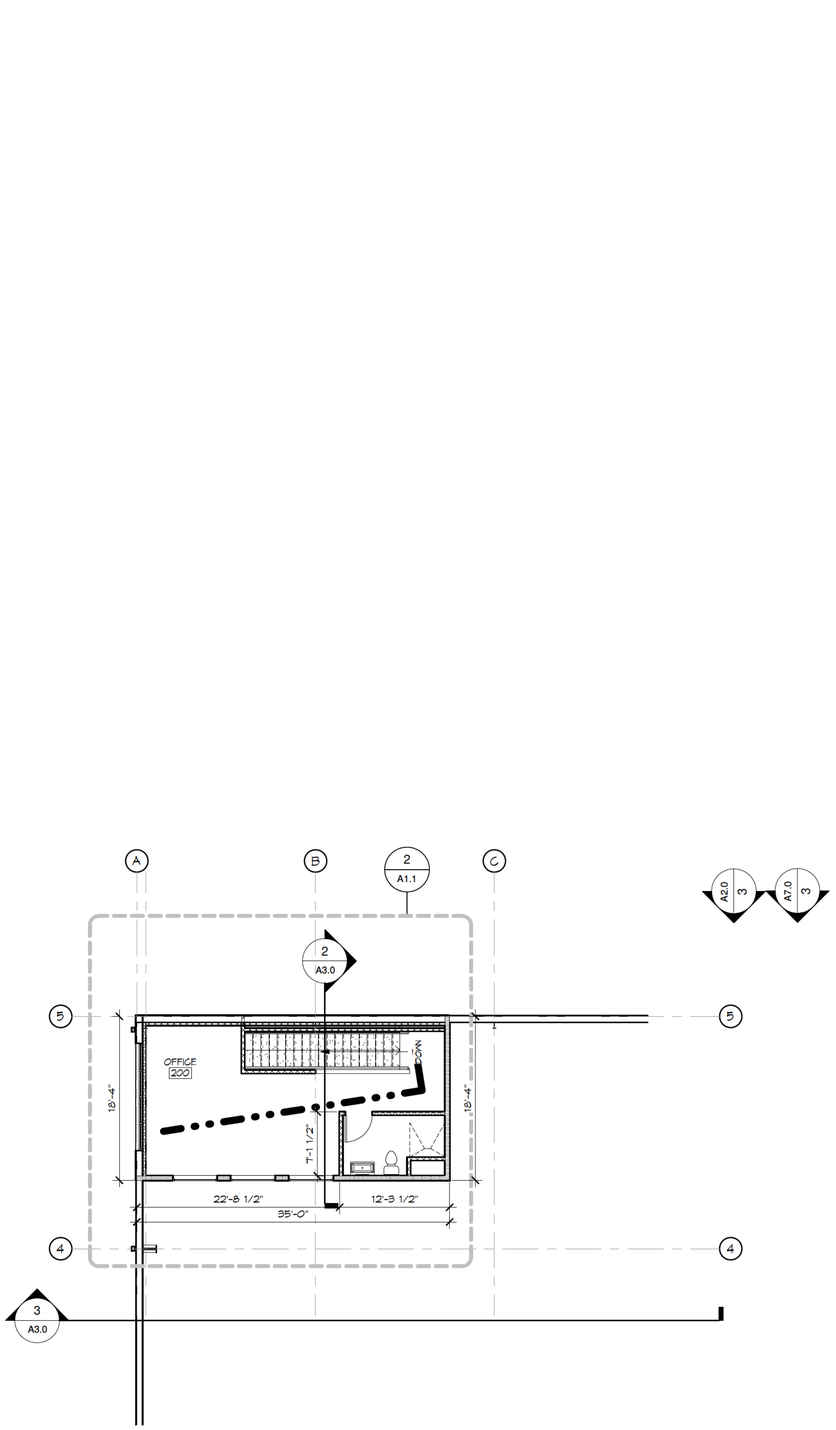
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____day of _____, 20____.

_____
Notary Public

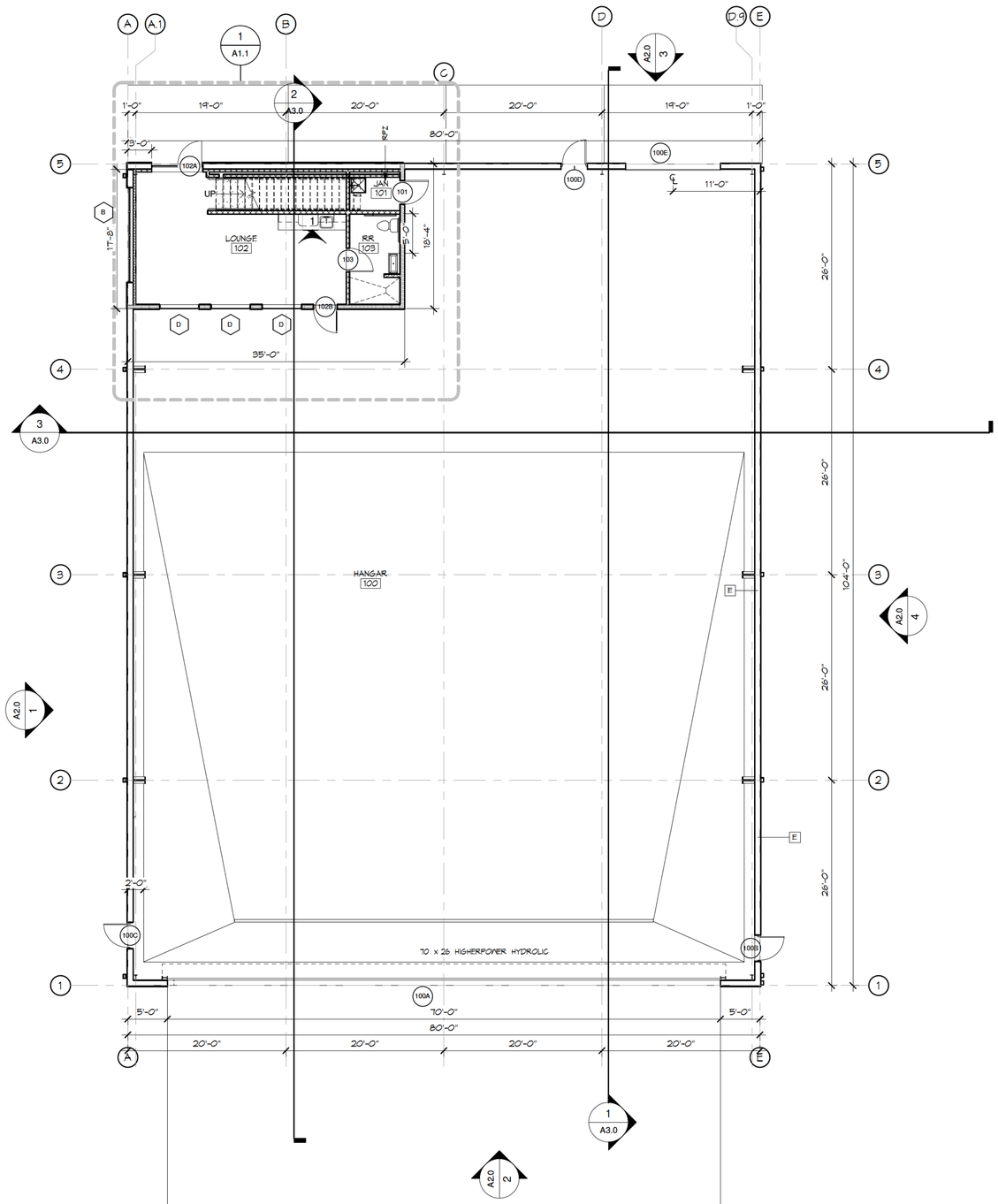
_____
My Commission Expires:

Exhibit “A”

Noted on below exhibits as 2511 SW I Street, Bentonville, Arkansas



2 *mezz*
1/8" = 1'-0"



1 *FIRST FLOOR PLAN*
1/8" = 1'-0"

Burris Architecture
820 Tiger Blvd, Suite 4, Bentonville, Ar 72712
479-319-6045

HANGAR 2
BENTONVILLE AIRPORT
BENTONVILLE, AR

DATE 11-5-24
JOB NO. 24121
REVISIONS

A1.0
FLOOR PLANS

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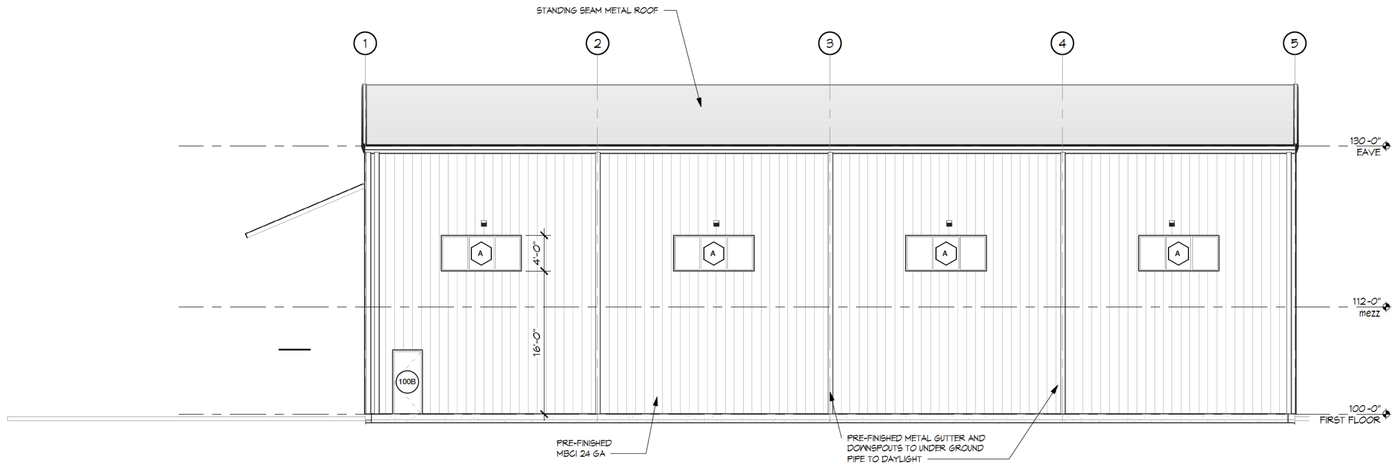
EXTERIOR FINISH LEGEND

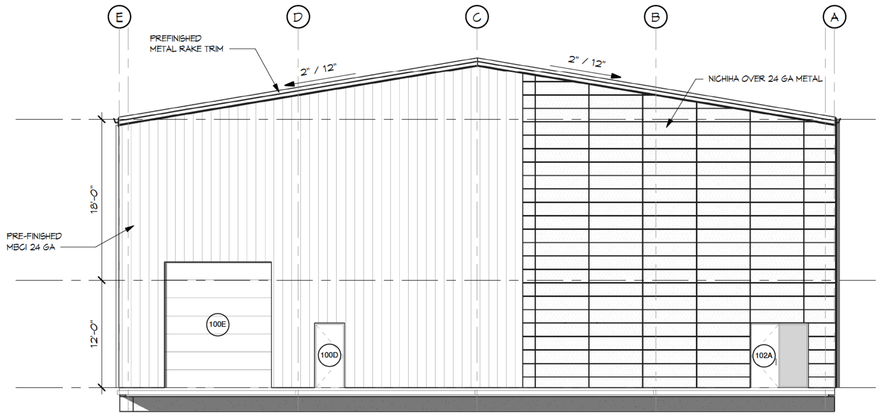
PRE-FIN. MBCI 24 GA 7.2

RAKE TRIM, BUTTERS AND DOWNSPOUTS - BLACK

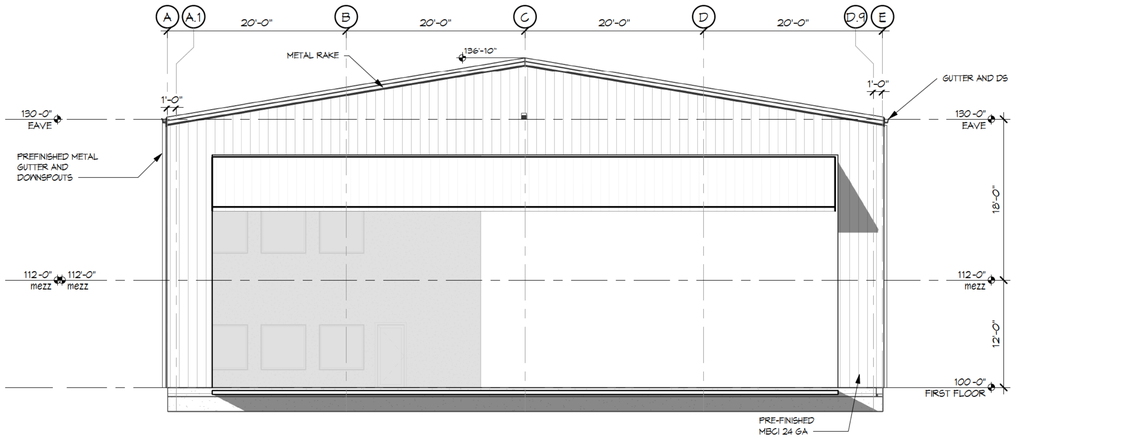
CORNER TRIM, DOOR TRIM, CHARCOAL



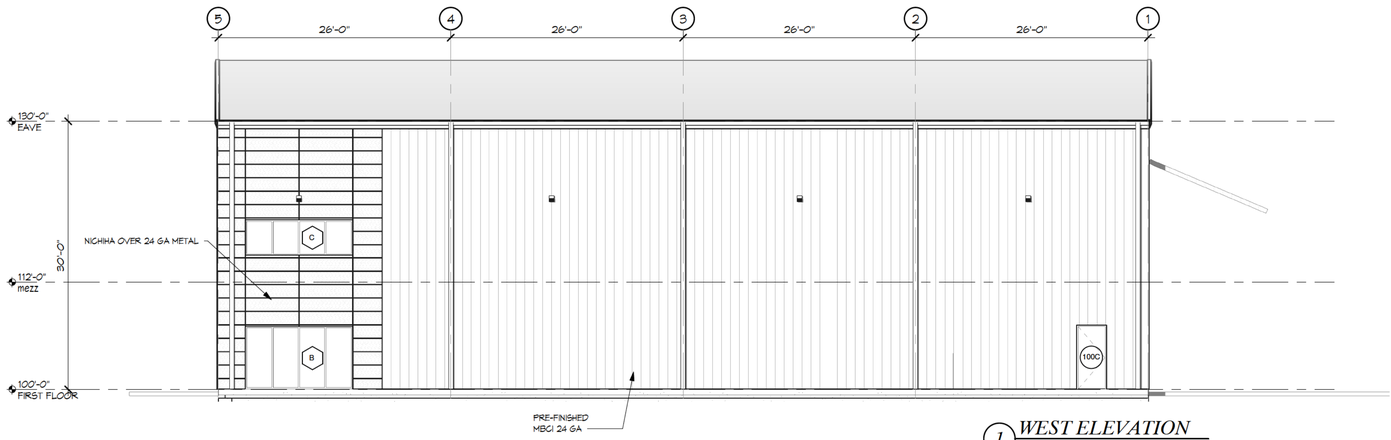
4 *EAST ELEVATION*
1/8" = 1'-0"



3 *NORTH ELEVATION*
1/8" = 1'-0"



2 *SOUTH ELEVATION*
1/8" = 1'-0"



1 *WEST ELEVATION*
1/8" = 1'-0"

Burris Architecture
820 Tiger Blvd, Suite 4, Bentonville, Ar 72712
479-319-6045

HANGAR 2
BENTONVILLE AIRPORT
BENTONVILLE, AR

DATE 11-5-24

JOB NO. 24121

REVISIONS

A2.0
EXTERIOR ELEVATIONS

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DOOR				DOOR			
MARK	DOOR WIDTH	DOOR HEIGHT	ELEVATION	FRAME TYPE	DOOR TYPE	HARDWARE SET	NOTES
100A	10'-0"	26'-0"	4	MTL	HNGR	4	BIFOLDING DOOR PROVIDED BY PEMB
100B	3'-0"	7'-0"	2	HM	1 HM	1	
100C	3'-0"	7'-0"	2	HM	1 HM	1	
100D	3'-0"	7'-0"			1 HM		
100E	12'-0"	14'-0"	3	MTL	OHD	5	
101	3'-0"	7'-0"			SCW		
102A	3'-0 3/4"	7'-0 1/2"					
102B	3'-0"	7'-0"	1	HM	ALUM	1	
103	3'-0"	7'-0"			SCW		
201	3'-0"	7'-0"	1	HM	SCW		

LOCK SETS:

SET 1 - KEYED, PUSH PAD EXIT DEVICE, CLOSER, HC ALUM. THRESHOLD

SET 2 - PRIVACY

SET 3 - PASSAGE

SET 4 - HANGER DOOR HARDWARE BY MANUFACTURER

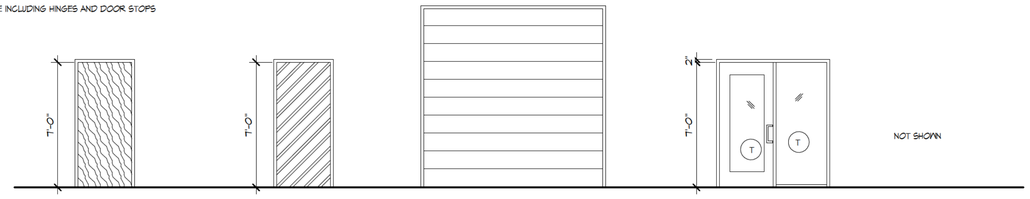
SET 5 - OHD HARDWARE

NOTES:

1. ALL HARDWARE TO BE LEVER ACTION W/ A BRUSHED CHROME FINISH -
2. ALL CLOSERS TO MEET ADA REQUIREMENTS
3. ALL ALUM. DOOR FRAMES ARE TO BE ANODIZED ALUM. FINISH

NOTE: COMPLETE ALL HARDWARE WITH NECESSARY HARDWARE INCLUDING HINGES AND DOOR STOPS

Window Schedule						
Type Mark	Width	Height	Head Height	Sill Height	Description	Count
A	9'-0"	4'-0"	8'-0"	4'-0"	FIXED	4
B	12'-0"	7'-0"	7'-0"	0"	FIXED	1
C	12'-0"	4'-0"	6'-11 85/128"	2'-11 85/128"	FIXED	1
D	5'-0"	5'-0"	<varies>	<varies>	FIXED	6



Door Type 1
SOLID CORE WOOD DOOR IN HOLLOW METAL FRAME.

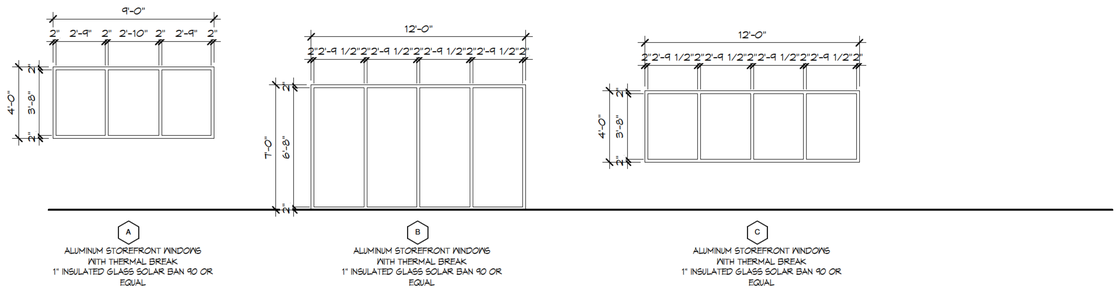
Door Type 2
INSULATED HOLLOW METAL DOOR IN HOLLOW METAL FRAME

Door Type 3
INSULATED METAL OHD

Door Type 4
ANODIZED ALUMINUM DOOR AND FRAME W/ TEMPERED INSULATED GLASS W/ A THERMAL BREAK

Door Type 5
HANGAR DOOR BY HANGAR DOOR MANUFACTURER 2'T CLEAR

6 DOOR ELEVATIONS
1/4" = 1'-0"

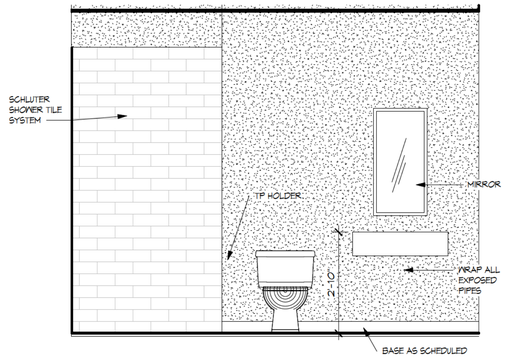


A
ALUMINUM STOREFRONT WINDOWS WITH THERMAL BREAK. 1" INSULATED GLASS SOLAR BAN 90 OR EQUAL

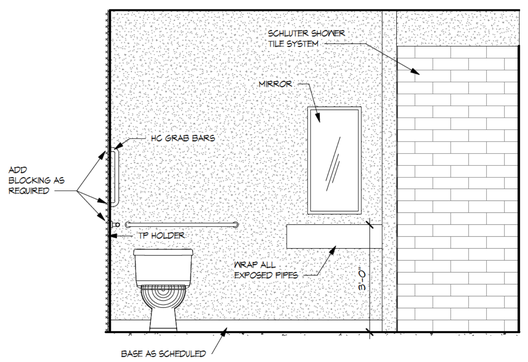
B
ALUMINUM STOREFRONT WINDOWS WITH THERMAL BREAK. 1" INSULATED GLASS SOLAR BAN 90 OR EQUAL

C
ALUMINUM STOREFRONT WINDOWS WITH THERMAL BREAK. 1" INSULATED GLASS SOLAR BAN 90 OR EQUAL

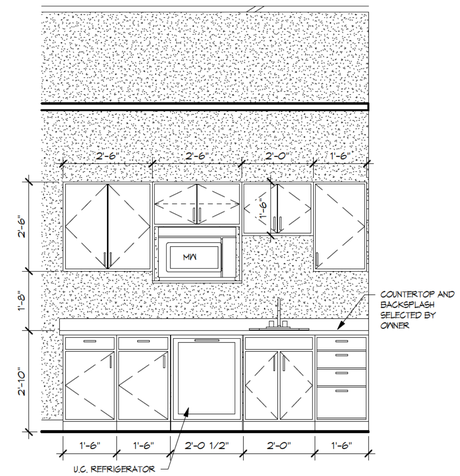
5 WINDOW ELEVATIONS
1/4" = 1'-0"



3 201 RR
1/2" = 1'-0"



2 103 RR
1/2" = 1'-0"



1 102 LOUNGE
1/2" = 1'-0"

Burris Architecture
820 Tiger Blvd, Suite 4, Bentonville, Ar 72712
479-319-6045

HANGAR 2
BENTONVILLE AIRPORT
BENTONVILLE, AR

DATE 11-5-24

JOB NO. 24121

REVISIONS

A4.0
ENLARGED PLANS & DOOR/ WINDOW SCHEDULES

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THIS DRAWING IS PROVIDED AS AN INSTRUMENT OF SERVICE BY THE ARCHITECT, AND IS INTENDED FOR USE ON THIS PROJECT ONLY.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LAND LEASE AGREEMENT, AT THE BENTONVILLE MUNICIPAL AIRPORT, FOR 2511 SW I STREET WITH 6FHANGAR, LLC.; AND FOR OTHER PURPOSES.

WHEREAS, City staff request approval of a land lease agreement at the Bentonville Municipal Airport, for 2511 SW I St., between the City of Bentonville and 6FHangar, LLC.; and

WHEREAS, the Airport Advisory Board recommends approval of this lease agreement and the associated large scale development plan was approved by Planning Commission.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute a land lease agreement with 6Fhangar, LLC., for 2511 SW I Street at the Bentonville Municipal Airport;

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:	3/11/2025	**Submitted By:**	Mark Slaughter
Phone:	479-254-2084	**For Department(s):**	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 ☐ Appointment

Title, Recommendation & Justification

Title:	Resolution Authorizing a Land Lease Agreement at 2513 SW I ST with Hangar One, LLC
Action Recommendation & Justification:	A resolution authorizing the Mayor and City Clerk to enter into a land lease agreement, at the Bentonville Municipal Airport, between the City of Bentonville and Hangar One, LLC. This action was approved by the Airport Advisory Board. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This Land Lease Agreement is one of six that will be presented to City Council as part of the Airport Expansion Project on the West side of the Airport commonly referred to as Neighborhood One. The LSDP was approved by Planning Commission at its March 4, 2025 meeting.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 3rd day of March, 2025; with an effective date of March 3 2025, the City of Bentonville, hereinafter referred to as "Lessor," and Hanger One, LLC, hereinafter referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 13,395 square feet marked and identified as:

See Legal Description attached as Exhibit "A"

NOW, THEREFORE, the Parties hereto agree as follows:

1. **LEASEHOLD.** The Lessor does hereby grant, demise, and lease unto Lessee certain premises as set out in the attached **Exhibit A** (the Leased Premises) situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" described on **Exhibit "A"** under a portion of a Building to be constructed on the Leased Premises. The Site Plan and Building description is attached as **Exhibit "B"**. The Leased Premises is defined as the real property described on **Exhibit "A"** located underneath and including the Building located thereon, which Lessee proposes to erect.

2. **TERMS AND CONDITIONS.** Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

3. **TERM.**

3.1 This lease's term is for forty (40) years beginning on the 3rd day of March, 2025, and ending at Midnight, 4th day of March, 2065, unless sooner terminated as herein provided. Prior to the end of the term, the parties may negotiate future options or extensions to commence after the end of the term or any extended term and Lessee shall have the right of first refusal to lease the Leased Premises on substantially the same terms and conditions as a third party offer to lease the Leased Premises commencing on or about the end of the term or extended term, for thirty (30) days following receiving written notice of such offer together with a copy of such bonafide third party offer to lease the Leased Premises.

3.2 Lessee shall be responsible for one sixth (1/6) of the cost of the rail fence and gate on I Street in Bentonville, Arkansas. Lessor shall invoice Lessee and said invoice shall be paid within sixty (60) days of receipt.

3.3 Lessee is responsible for the parking area in front of and behind the Leased Premises, as described on **Exhibits "A" and "B"** and shall ensure compliance with all City of Bentonville Ordinances and Regulations. Lessee is responsible for constructing sufficient vehicle parking for Lessee's use a the rear of the hangar. Lessee is responsible for constructing the ramp at the front of the hangar. Maintenance of these areas is the responsibility of the Lessee.

3.4 Lessee must begin the Large-Scale Development process, coordinating with the City of Bentonville Planning Department, by March 31, 2025, completing the process within six (6) months.

3.5 This Land Lease Agreement cannot be transferred until after construction of the Building, described in **Exhibit "B"**, is complete. All transfers or assignments must be approved by the City of Bentonville Airport Advisory Board and City Council.

3.6 Construction on the Building, as described in **Exhibit "B"**, shall be completed within eighteen (18) months after approval of the Large Scale Development Plan.

3.7 Mechanic's or Materialmen's Liens. The Lessee agrees that during the Term of this lease no

mechanic's or materialmen's liens affecting the Leased Premises or any improvements thereon shall be suffered to arise, and that in the event any such life does arise, the Lessee shall promptly discharge or bond over same, and if default in the payment thereof shall continue for forty-five (45) days after receipt of written notice of such lien and demand for its discharge or the posting of a bond given to the Lessor by Lessee, then the Lessor shall have the right and privilege, at its option, to pay the same, and the amount so paid, including expenses, shall at the option of the Lessor be additional rental due from the Lessee at the next succeeding rental payment with interest thereon at the rate of eight percent (8%) per annum from the date on which such payment was made; provided, however, that if the Lessee denies the validity or amount of any asserted mechanic's or materialmen's lien on the Leased Premises or any improvement thereon, the Lessee, at its expense, shall have a reasonable opportunity to contest such validity by appropriate legal proceedings and Lessor shall assist Lessee in prosecuting such contest, including but not limited to, providing necessary information, including necessary documents, and permitting Lessee to contest in the name of Lessor if required by any existing or hereinafter enacted law, regulation, or procedure. It is agreed by the parties hereto that as between the parties hereto, in the event of such contest the Lessee shall be responsible for all litigation costs including court fees and costs, attorney fees, discovery costs, travel costs, and any and all other costs whatsoever, with Lessee holding Lessor harmless thereon.

4. **LEASE PAYMENT.** Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be $.55 cents per square foot. Leased ground space totals 13,395 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI) published each September as compared to the previous September, provided; however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index.

4.1 TAXES - Lessee shall pay all ad valorem taxes and assessments upon the Leased Premises and upon all personal property located upon the Leased Premises, which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

4.2 ASSIGNMENTS & SUB-LEASES. This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board, the Bentonville City Council, and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations and the new Lessee assumes all obligations of this original agreement in full. Any assignment of the lease shall be on the condition that the Building would continue to be owned by one owner, in which case the Lessor agrees that all variances of construction, fire codes, and Ordinances granted for the construction of the Building will continue for such assignee.

5. **INSURANCE.** Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold, the Building, and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy and as a "Loss Payee" as its interest may appear on the policy, giving consideration of Lessor's residual interest in any and all improvement thereon, with any proceeds received by Lessor to be utilized as provided in paragraph 10.1. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

6. **USE OF THE PREMISES.** The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the Leased Premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. In the event that Lessee uses the property for

purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement.

7. **UTILITIES.** Lessee shall be responsible for utilities to the leasehold**.** Initial utility service to the Leased Premises will be the responsibility of the Lessee and negotiations for terms of utility provision are a matter between the Lessee and each individual service provider including the City of Bentonville. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities.

8. **REPAIRS, MAINTENANCE AND APPEARANCE.**

8.1 Except as otherwise provided in this lease, Lessee shall at all times during the term of this lease agreement, at Lessee's expense, keep and maintain in good repair and safe condition the Leased Premises and its equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent, or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions, and betterments. Lessee will at all times keep the leasehold free and clean of all trash, refuse, and any unsightly conditions or fire hazards.

8.2 The necessity for and adequacy of repairs to the Leased Premises, pursuant to subparagraph 8.1 hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

8.3 Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph 8.2 above as a result of failure by Lessee to maintain or repair the demised premises as required.

9. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall be entitled to make alterations, additions, and improvements to the Leased Premises necessary and desirable for the operation of the Leased Premises. Lessee shall not be entitled to make any significant or material alterations, additions, or changes to the exterior of the Leased Premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions, and improvements, shall become the property of the City of Bentonville, Arkansas, upon the expiration and/or termination of the lease agreement, subject to the provisions of the DEFAULT paragraph below.

10. **WAIVER.** The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

11. **TIME OF THE ESSENCE.** It is understood that time is of the essence of this Lease Agreement.

12. **DEFAULT.** In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council pursuant to the following:

12.1 Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

12.2 No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

12.3 Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

12.4 Following the period for curing or contesting a default provided above, the Bentonville City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in the Leased Premises property and the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

13. **TERMINATION OF USE.** In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

14. **REVERSION.** It is covenanted and agreed that all of Lessee's right, title, and interest in any buildings and improvements remaining on the Leased Premises, at the expiration of the Term of this Lease or termination of this Lease, as set forth herein, shall at such time be and become the property of the Lessor. Until such expiration or termination of this lease, all right, title, and interest in any buildings and improvements on the Leased Premises shall reside in Lessee.

15. **MORTGAGING OF LEASEHOLD.** Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land, building, and improvements erected thereon.

15.1 Notification. Upon the execution and recordation of any such leasehold mortgage or deed of trust, the Lessor shall be notified in writing by Lessee that such leasehold mortgage or deed of trust has been so given and executed by the Lessee, and Lessor shall also be furnished with the address to which Lessee desires copies of notices to be mailed; and Lessor hereby agrees that it will thereafter mail to such assignee of this Lease, guarantor or any indebtedness secured by this Lease, mortgagee, or beneficiary under a leasehold mortgage or deed of trust or other security agreement, a duplicate copy of any and all notices in writing which the Lessor may from time to time give to or serve upon the Lessee under and pursuant to the terms and provisions of this Lease.

16. **GOVERNMENTAL REQUIREMENTS GENERALLY.** Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the Leased Premises. Further Lessor and Lessee agree that this Lease is made subject to all rules and requirements of the FAA.

17. **INDEMNITY.** Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

18. **GRAMMATICAL USAGE.** Whenever used herein: The singular number shall include the plural, the plural the singular, and any gender all genders in any place in which the context so requires.

19. **NOTICES.** Whenever by the terms of this Lease, notice shall or may be given either to the Lessor or to the Lessee, such notice shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, with adequate prepaid postage.

If intended for the Lessor, addressed to:

City of Bentonville Attn: Mayor Stephanie Orman

305 SW A Street, Bentonville, AR 72712

With a Copy To:

Mark Slaughter

305 SW A Street, Bentonville AR 72712

If intended for the Lessee, addressed to:

Hanger One, LLC Attn: Mark Rockwell

3048 Oakland Zion Rd

Fayetteville, Arkansas 72703

20. **ENTIRE AGREEMENT.** Unless modified or supplemented in writing and signed by the party or parties to be charged, this Lease constitutes the entire agreement between the parties. Except as aforesaid, and other understandings, agreements, or negotiations are deemed merged herein and shall be interpreted in accordance with the law of the State of Arkansas.

21. **JURISDICTION AND VENUE.** Jurisdiction and Venue for any and all litigation concerning this Lease Agreement shall be Benton County, Arkansas.

WITNESS the execution hereof, by the parties hereto, in any number of counterpart copies each of which counterpart copies shall be deemed as an original for all purposes, as of the effective day and year first above written.

LESSOR:

_____
CITY OF BENTONVILLE,
MAYOR Stephanie Orman

Attest:_____
CITY CLERK Kirby Romines

LESSEE:

Hangar One

Signature: [redacted]

Printed Name: Mark Rockwell

Title: Manager

APPROVED:

BENTONVILLE AIRPORT ADVISORY BOARD

By: _____
Chairman, Brian Baldwin

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named _____, to me well known, who acknowledged himself to be the _____ of _____, the Lessee in the above and foregoing Lease Agreement, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said limited liability company by himself as such officer.

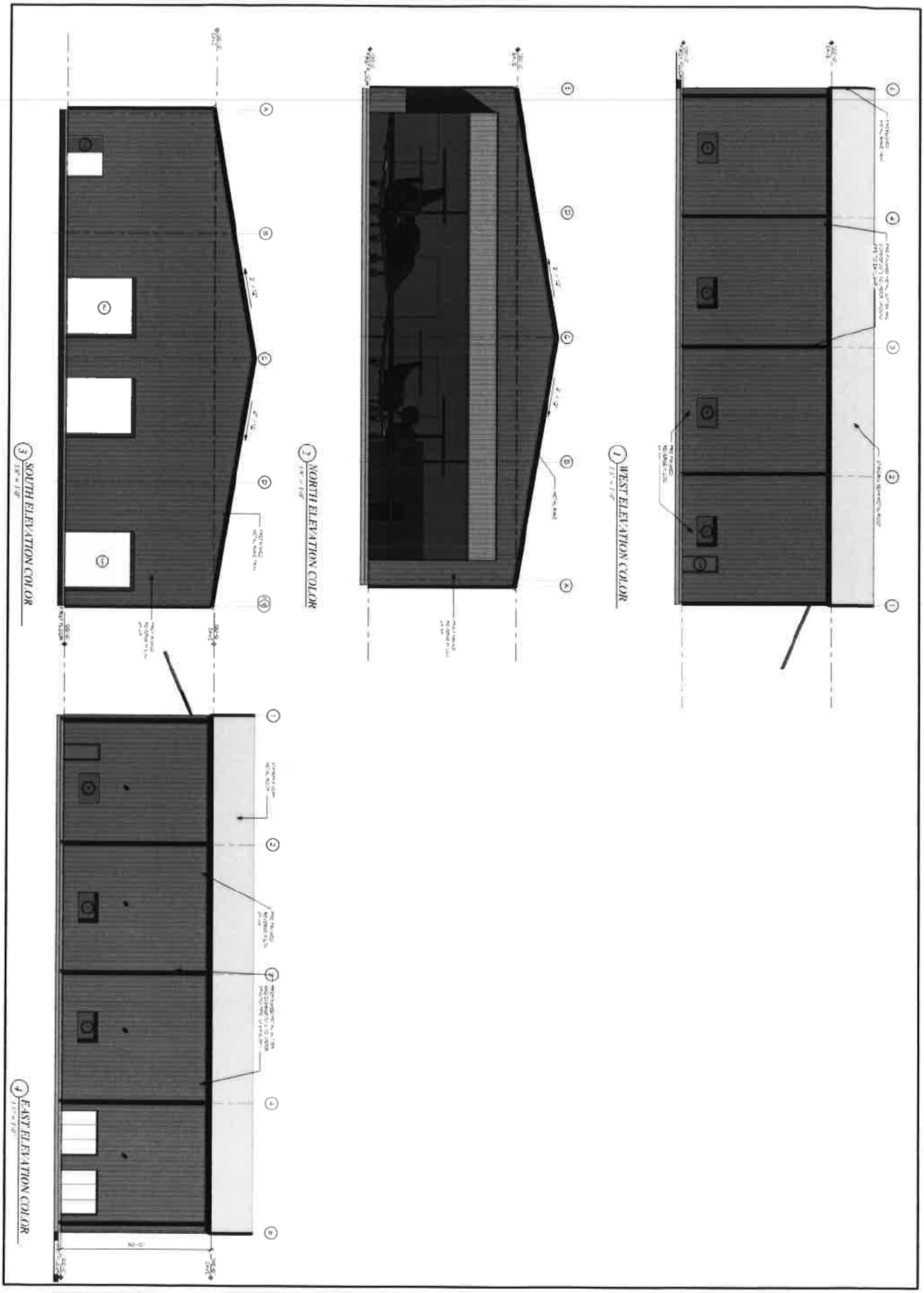
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20____.

_____
Notary Public

_____
My Commission Expires:

Exhibit “A”

Noted on below exhibits as 2513 SW I Street, Bentonville, Arkansas



A7.0

HANGAR ONE LLC - 1
BENTONVILLE AIRPORT
BENTONVILLE, AR

Burris Architecture
820 Tiger Blvd, Suite 4 Bentonville Ar 72712
479-319-6045

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LAND LEASE AGREEMENT, AT THE BENTONVILLE MUNICIPAL AIRPORT, FOR 2513 SW I STREET WITH HANGAR ONE, LLC.; AND FOR OTHER PURPOSES.

WHEREAS, City staff request approval of a land lease agreement at the Bentonville Municipal Airport, for 2513 SW I St., between the City of Bentonville and Hangar One, LLC.; and

WHEREAS, the Airport Advisory Board recommends approval of this lease agreement and the associated large scale development plan was approved by Planning Commission.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute a land lease agreement with Hangar One, LLC., for 2513 SW I Street at the Bentonville Municipal Airport;

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:	3/11/2025	**Submitted By:**	Mark Slaughter
Phone:	479-254-2084	**For Department(s):**	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 ☐ Appointment

Title, Recommendation & Justification

Title:	Resolution Authorizing a Land Lease Agreement at 2515 SW I ST with AEROsuites, LLC
Action Recommendation & Justification:	A resolution authorizing the Mayor and City Clerk to enter into a land lease agreement, at the Bentonville Municipal Airport, between the City of Bentonville and AEROsuites, LLC. This action was approved by the Airport Advisory Board. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This Land Lease Agreement is one of six that will be presented to City Council as part of the Airport Expansion Project on the West side of the Airport commonly referred to as Neighborhood One. The LSDP was approved by Planning Commission at its March 4, 2025 meeting.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 6th of January, 2024; with an effective date of _____, _____, _____the **City of Bentonville**, hereinafter referred to as "Lessor," and **AEROsuites, LLC**, hereinafter referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 9,116 square feet marked and identified as:

See Legal Description attached as Exhibit "A"

NOW, THEREFORE, the Parties hereto agree as follows:

1. **LEASEHOLD.** The Lessor does hereby grant, demise, and lease unto Lessee certain premises as set out in the attached **Exhibit A** (the Leased Premises) situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" described on **Exhibit "A"** under a portion of a Building to be constructed on the Leased Premises. The Site Plan and Building description is attached as **Exhibit "B"**. The Leased Premises is defined as the real property described on **Exhibit "A"** located underneath and including the Building located thereon, which Lessee proposes to erect.

2. **TERMS AND CONDITIONS.** Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

3. **TERM.**

3.1 This lease's term is for forty (40) years beginning on the ___ day of ____, 2024, and ending at Midnight, ____ day of _____, 2064, unless sooner terminated as herein provided. Prior to the end of the term, the parties may negotiate future options or extensions to commence after the end of the term or any extended term and Lessee shall have the right of first refusal to lease the Leased Premises on substantially the same terms and conditions as a third party offer to lease the Leased Premises commencing on or about the end of the term or extended term, for thirty (30) days following receiving written notice of such offer together with a copy of such bonafide third party offer to lease the Leased Premises.

3.2 Lessee shall be responsible for one-sixth (1/6) of the cost of the rail fence and gate on I Street in Bentonville, Arkansas. Lessor shall invoice Lessee and said invoice shall be paid within sixty (60) days of receipt.

3.3 Lessee is responsible for the parking area in front of and behind the Leased Premises, as described on **Exhibits "A" and "B"** and shall ensure compliance with all City of Bentonville Ordinances and Regulations. Lessee is responsible for constructing sufficient vehicle parking for Lessee's use a the rear of the hangar. Lessee is responsible for constructing the ramp at the front of the hangar. Maintenance of these areas is the responsibility of the Lessee.

3.4 Lessee must begin the Large-Scale Development process, coordinating with the City of Bentonville Planning Department, by March 31, 2024, completing the process within six (6) months.

3.5 This Land Lease Agreement cannot be transferred until after the construction of the Building, described in **Exhibit "B"**, is complete. All transfers or assignments must be approved by the City of Bentonville Airport Advisory Board and City Council.

3.6 Construction on the Building, as described in **Exhibit "B"**, shall be completed within eighteen (18) months after approval of the Large Scale Development Plan.

3.7 Mechanic's or Materialmen's Liens. The Lessee agrees that during the Term of this lease no

mechanic's or materialmen's liens affecting the Leased Premises or any improvements thereon shall be suffered to arise, and that in the event any such life does arise, the Lessee shall promptly discharge or bond over same, and if default in the payment thereof shall continue for forty-five (45) days after receipt of written notice of such lien and demand for its discharge or the posting of a bond given to the Lessor by Lessee, then the Lessor shall have the right and privilege, at its option, to pay the same, and the amount so paid, including expenses, shall at the option of the Lessor be additional rental due from the Lessee at the next succeeding rental payment with interest thereon at the rate of eight percent (8%) per annum from the date on which such payment was made; provided, however, that if the Lessee denies the validity or amount of any asserted mechanic's or materialmen's lien on the Leased Premises or any improvement thereon, the Lessee, at its expense, shall have a reasonable opportunity to contest such validity by appropriate legal proceedings and Lessor shall assist Lessee in prosecuting such contest, including but not limited to, providing necessary information, including necessary documents, and permitting Lessee to contest in the name of Lessor if required by any existing or hereinafter enacted law, regulation, or procedure. It is agreed by the parties hereto that as between the parties hereto, in the event of such contest the Lessee shall be responsible for all litigation costs including court fees and costs, attorney fees, discovery costs, travel costs, and any and all other costs whatsoever, with Lessee holding Lessor harmless thereon.

4. **LEASE PAYMENT.** Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be $.50 cents per square foot. Leased ground space totals 9,116 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI) published each September as compared to the previous September, provided; however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index.

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6. **USE OF THE PREMISES.** The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the Leased Premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. In the event that Lessee uses the property for

purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement.

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8.2 The necessity for and adequacy of repairs to the Leased Premises, pursuant to subparagraph 8.1 hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

8.3 Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph 8.2 above as a result of failure by Lessee to maintain or repair the demised premises as required.

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10. **WAIVER.** The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

11. **TIME OF THE ESSENCE.** It is understood that time is of the essence of this Lease Agreement.

12. **DEFAULT.** In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council pursuant to the following:

12.1 Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

12.2 No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

12.3 Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

12.4 Following the period for curing or contesting a default provided above, the Bentonville City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in the Leased Premises property and the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

13. **TERMINATION OF USE.** In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

14. **REVERSION.** It is covenanted and agreed that all of Lessee's right, title, and interest in any buildings and improvements remaining on the Leased Premises, at the expiration of the Term of this Lease or termination of this Lease, as set forth herein, shall at such time be and become the property of the Lessor. Until such expiration or termination of this lease, all right, title, and interest in any buildings and improvements on the Leased Premises shall reside in Lessee.

15. **MORTGAGING OF LEASEHOLD.** Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land, building, and improvements erected thereon.

15.1 Notification. Upon the execution and recordation of any such leasehold mortgage or deed of trust, the Lessor shall be notified in writing by Lessee that such leasehold mortgage or deed of trust has been so given and executed by the Lessee, and Lessor shall also be furnished with the address to which Lessee desires copies of notices to be mailed; and Lessor hereby agrees that it will thereafter mail to such assignee of this Lease, guarantor or any indebtedness secured by this Lease, mortgagee, or beneficiary under a leasehold mortgage or deed of trust or other security agreement, a duplicate copy of any and all notices in writing which the Lessor may from time to time give to or serve upon the Lessee under and pursuant to the terms and provisions of this Lease.

16. **GOVERNMENTAL REQUIREMENTS GENERALLY.** Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the Leased Premises. Further Lessor and Lessee agree that this Lease is made subject to all rules and requirements of the FAA.

17. **INDEMNITY.** Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

18. **GRAMMATICAL USAGE.** Whenever used herein: The singular number shall include the plural, the plural the singular, and any gender all genders in any place in which the context so requires.

19. **NOTICES.** Whenever by the terms of this Lease, notice shall or may be given either to the Lessor or to the Lessee, such notice shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, with adequate prepaid postage.

If intended for the Lessor, addressed to:

City of Bentonville Attn: Mayor Stephanie Orman
305 SW A Street, Bentonville, AR 72712

With a Copy To:

Mark Slaughter
3200 SW Municipal Dr., Bentonville, AR

If intended for the Lessee, addressed to:

_____

_____

20. **ENTIRE AGREEMENT.** Unless modified or supplemented in writing and signed by the party or parties to be charged, this Lease constitutes the entire agreement between the parties. Except as aforesaid, and other understandings, agreements, or negotiations are deemed merged herein and shall be interpreted in accordance with the law of the State of Arkansas.

21. **JURISDICTION AND VENUE.** Jurisdiction and Venue for any and all litigation concerning this Lease Agreement shall be Benton County, Arkansas.

WITNESS the execution hereof, by the parties hereto, in any number of counterpart copies each of which counterpart copies shall be deemed as an original for all purposes, as of the effective day and year first above written.

LESSOR:

_____
CITY OF BENTONVILLE,
MAYOR Stephanie Orman

Attest:_____
CITY CLERK Malorie Marrs

LESSEE:

AREOsuite [redacted]

Signature: [redacted]

Printed Name: PAUL A. CANTRELL

Title: PRESIDENT

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named Paul A Cantrell, to me well known, who acknowledged himself to be the President of AREOSuites, LLC, the Lessee in the above and foregoing Lease Agreement, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 6th day of September, 2024.

Notary Public [redacted]

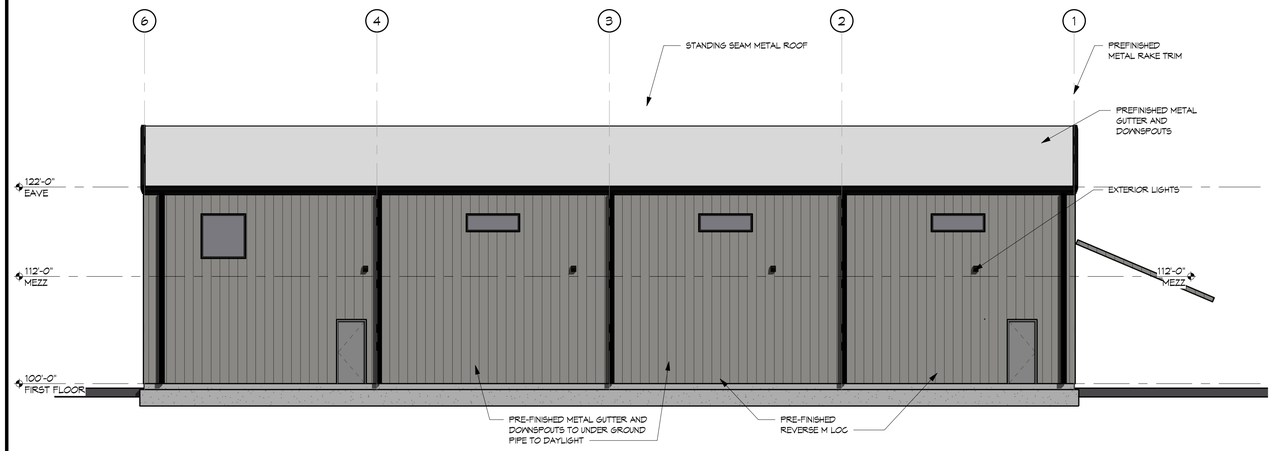
My Commission Expires:
05/10/2033

NINA BRIGHT
Notary Public - Arkansas
Benton County
Commission # 12723234
My Commission Expires May 10, 2033

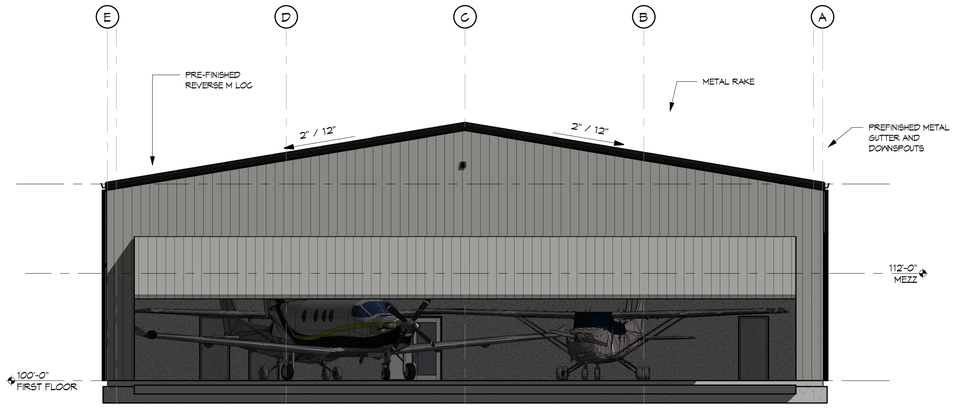
4853-3605-4484.4

Exhibit “A”

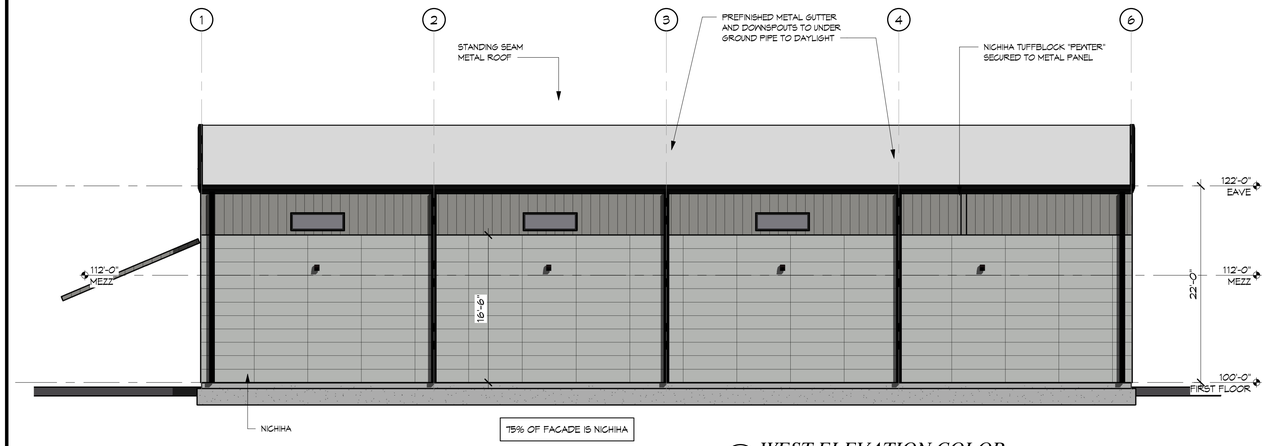
Noted on below exhibits as 2515 SW I Street, Bentonville, Arkansas



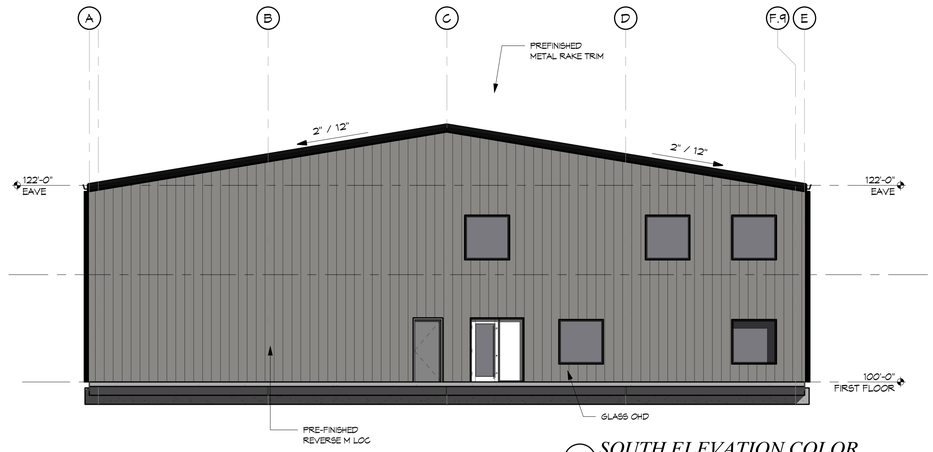
1 *EAST ELEVATION COLOR*
1/8" = 1'-0"



2 *NORTH ELEVATION COLOR*
1/8" = 1'-0"



4 *WEST ELEVATION COLOR*
1/8" = 1'-0"



3 *SOUTH ELEVATION COLOR*
1/8" = 1'-0"

EXTERIOR FINISH LEGEND

- PRE-FINISHED REVERSE M LOG
- RAKE TRIM, BUTTERS AND DOWNSPOUTS - BLACK
- CORNER TRIM, DOOR TRIM, CHARCOAL
- NICHIHA - TUFFBLOCK - "PEWTER"

Burris Architecture
820 Tiger Blvd, Suite 4, Bentonville, Ar 72712
479-319-6045

HANGAR 6
BENTONVILLE AIRPORT
BENTONVILLE, AR

DATE
11-20-24

JOB NO.
24120

REVISIONS

A7.0
COLOR ELEVATION

THIS DRAWING IS PROVIDED AS AN INSTRUMENT OF SERVICE BY THE ARCHITECT AND IS RESERVED FOR USE ON THIS PROJECT ONLY. THIS DRAWING REMAINS THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE USED TO COMPLETION OF THE CONSTRUCTION WORK. ALL DRAWING, POST CUTTING, REUSE AND REPRODUCTION OF THIS DRAWING IS PROHIBITED WITHOUT THE PRIOR CONSENT OF THE ARCHITECT IS STRICTLY PROHIBITED.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LAND LEASE AGREEMENT, AT THE BENTONVILLE MUNICIPAL AIRPORT, FOR 2515 SW I STREET WITH AEROSUITES, LLC.; AND FOR OTHER PURPOSES.

WHEREAS, City staff request approval of a land lease agreement at the Bentonville Municipal Airport, for 2515 SW I St., between the City of Bentonville and AEROsuites, LLC.; and

WHEREAS, the Airport Advisory Board recommends approval of this lease agreement and the associated large scale development plan was approved by Planning Commission.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute a land lease agreement with AEROsuites, LLC., for 2515 SW I Street at the Bentonville Municipal Airport;

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:	3/11/2025	**Submitted By:**	Mark Slaughter
Phone:	479-254-2084	**For Department(s):**	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 ☐ Appointment

Title, Recommendation & Justification

Title:	Resolution Authorizing a Land Lease Agreement at 2517 SW I ST with Three Bears, LLC
Action Recommendation & Justification:	A resolution authorizing the Mayor and City Clerk to enter into an agreement via a Land Lease Agreement between the City of Bentonville and Three Bears, LLC. This action was approved by the Airport Advisory Board and the Planning Commission. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This Land Lease Agreement is one of six that will be presented to City Council as part of the Airport Expansion Project on the West side of the Airport commonly referred to as Neighborhood One.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this of , ; with an effective date of , ,

the **City of Bentonville**, hereinafter referred to as "Lessor," and **Three Bears, LLC**, hereinafter referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 9,116 square feet marked and identified as:

See Legal Description attached as Exhibit "A"

NOW, THEREFORE, the Parties hereto agree as follows:

1. **LEASEHOLD.** The Lessor does hereby grant, demise, and lease unto Lessee certain premises as set out in the attached **Exhibit A** (the Leased Premises) situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" described on **Exhibit "A"** under a portion of a Building to be constructed on the Leased Premises. The Site Plan and Building description is attached as **Exhibit "B"**. The Leased Premises is defined as the real property described on **Exhibit "A"** located underneath and including the Building located thereon, which Lessee proposes to erect.

2. **TERMS AND CONDITIONS.** Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

3. **TERM.**

3.1 This lease's term is for forty (40) years beginning on the _ day of _, 2024, and ending at Midnight, _ day of __, 2064, unless sooner terminated as herein provided. Prior to the end of the term, the parties may negotiate future options or extensions to commence after the end of the term or any extended term and Lessee shall have the right of first refusal to lease the Leased Premises on substantially the same terms and conditions as a third party offer to lease the Leased Premises commencing on or about the end of the term or extended term, for thirty (30) days following receiving written notice of such offer together with a copy of such bonafide third party offer to lease the Leased Premises.

3.2 Lessee shall be responsible for one-sixth (1/6) of the cost of the rail fence and gate on I Street in Bentonville, Arkansas. Lessor shall invoice Lessee and said invoice shall be paid within sixty (60) days of receipt.

3.3 Lessee is responsible for the parking area in front of and behind the Leased Premises, as described on **Exhibits "A" and "B"** and shall ensure compliance with all City of Bentonville Ordinances and Regulations. Lessee is responsible for constructing sufficient vehicle parking for Lessee's use a the rear of the hangar. Lessee is responsible for constructing the ramp at the front of the hangar. Maintenance of these areas is the responsibility of the Lessee.

3.4 Lessee must begin the Large-Scale Development process, coordinating with the City of Bentonville Planning Department, by March 31, 2024, completing the process within six (6) months.

3.5 This Land Lease Agreement cannot be transferred until after the construction of the Building, described in **Exhibit "B"**, is complete. All transfers or assignments must be approved by the City of Bentonville Airport Advisory Board and City Council.

3.6 Construction on the Building, as described in **Exhibit "B"**, shall be completed within eighteen (18) months after approval of the Large Scale Development Plan.

3.7 Mechanic's or Materialmen's Liens. The Lessee agrees that during the Term of this lease no

mechanic's or materialmen's liens affecting the Leased Premises or any improvements thereon shall be suffered to arise, and that in the event any such life does arise, the Lessee shall promptly discharge or bond over same, and if default in the payment thereof shall continue for forty-five (45) days after receipt of written notice of such lien and demand for its discharge or the posting of a bond given to the Lessor by Lessee, then the Lessor shall have the right and privilege, at its option, to pay the same, and the amount so paid, including expenses, shall at the option of the Lessor be additional rental due from the Lessee at the next succeeding rental payment with interest thereon at the rate of eight percent (8%) per annum from the date on which such payment was made; provided, however, that if the Lessee denies the validity or amount of any asserted mechanic's or materialmen's lien on the Leased Premises

or any improvement thereon, the Lessee, at its expense, shall have a reasonable opportunity to contest such validity by appropriate legal proceedings and Lessor shall assist Lessee in prosecuting such contest, including but not limited to, providing necessary information, including necessary documents, and permitting Lessee to contest in the name of Lessor if required by any existing or hereinafter enacted law, regulation, or procedure. It is agreed by the parties hereto that as between the parties hereto, in the event of such contest the Lessee shall be responsible for all litigation costs including court fees and costs, attorney fees, discovery costs, travel costs, and any and all other costs whatsoever, with Lessee holding Lessor harmless thereon.

4. **LEASE PAYMENT.** Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be $.50 cents per square foot. Leased ground space totals 9,116 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI) published each September as compared to the previous September, provided; however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index.

4.1 TAXES - Lessee shall pay all ad valorem taxes and assessments upon the Leased Premises and upon all personal property located upon the Leased Premises, which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

4.2 ASSIGNMENTS & SUB-LEASES. This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board, the Bentonville City Council, and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations, and the new Lessee assumes all obligations of this original agreement in full. Any assignment of the lease shall be on the condition that the Building would continue to be owned by one owner, in which case the Lessor agrees that all variances of construction, fire codes, and Ordinances granted for the construction of the Building will continue for such assignee.

5. **INSURANCE.** Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold, the Building, and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy and as a "Loss Payee" as its interest may appear on the policy, giving consideration of Lessor's residual interest in any and all improvement thereon, with any proceeds received by Lessor to be utilized as provided in paragraph 10.1. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

6. **USE OF THE PREMISES.** The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the Leased Premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. In the event that Lessee uses the property for

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purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement.

7. **UTILITIES.** Lessee shall be responsible for utilities to the leasehold. Initial utility service to the Leased Premises will be the responsibility of the Lessee and negotiations for terms of utility provision are a matter between the Lessee and each individual service provider including the City of Bentonville. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities.

8. REPAIRS, MAINTENANCE AND APPEARANCE.

8.1 Except as otherwise provided in this lease, Lessee shall at all times during the term of this lease agreement, at Lessee's expense, keep and maintain in good repair and safe condition the Leased Premises and its equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent, or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions, and betterments. Lessee will at all times keep the leasehold free and clean of all trash, refuse, and any unsightly conditions or fire hazards.

8.2 The necessity for and adequacy of repairs to the Leased Premises, pursuant to subparagraph 8.1 hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

8.3 Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority

mentioned in subparagraph 8.2 above as a result of failure by Lessee to maintain or repair the demised premises as required.

9. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall be entitled to make alterations, additions, and improvements to the Leased Premises necessary and desirable for the operation of the Leased Premises. Lessee shall not be entitled to make any significant or material alterations, additions, or changes to the exterior of the Leased Premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions, and improvements, shall become the property of the City of Bentonville, Arkansas, upon the expiration and/or termination of the lease agreement, subject to the provisions of the DEFAULT paragraph below.

10. **WAIVER.** The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

11. **TIME OF THE ESSENCE.** It is understood that time is of the essence of this Lease Agreement.

12. **DEFAULT.** In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council pursuant to the following:

12.1 Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

12.2 No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

☐

12.3 Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

12.4 Following the period for curing or contesting a default provided above, the Bentonville City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in the Leased Premises property and the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

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16. **GOVERNMENTAL REQUIREMENTS GENERALLY.** Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the Leased Premises. Further Lessor and Lessee agree that this Lease is made subject to all rules and requirements of the FAA.

Signature: [redacted]

Printed Name: Alex Hodge

Title: Member

APPROVED:

BENTONVILLE AIRPORT ADVISORY BOARD

By: Chairman, Brian Baldwin

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named , to me well known, who acknowledged himself to be the of , the Lessee in the above and foregoing Lease Agreement, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7 day of Oct. , 2024

Notary Public [redacted]

My Commission Expires:

AMALIA SANCHEZ
Notary Public - Arkansas
Benton County
Commission # 12725601
My Commission Expires Dec 22, 2033

17. **INDEMNITY.** Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

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☐

If intended for the Lessor, addressed to:

City of Bentonville Attn: Mayor Stephanie Orman
305 SW A Street, Bentonville, AR 72712

With a Copy To:

Mark Slaughter
3200 SW Municipal Dr., Bentonville, AR

If intended for the Lessee, addressed to:

20. **ENTIRE AGREEMENT.** Unless modified or supplemented in writing and signed by the party or parties to be charged, this Lease constitutes the entire agreement between the parties. Except as aforesaid, and other understandings, agreements, or negotiations are deemed merged herein and shall be interpreted in accordance with the law of the State of Arkansas.

21. **JURISDICTION AND VENUE.** Jurisdiction and Venue for any and all litigation concerning this Lease Agreement shall be Benton County, Arkansas.

WITNESS the execution hereof, by the parties hereto, in any number of counterpart copies each of which counterpart copies shall be deemed as an original for all purposes, as of the effective day and year first above written.

LESSOR:

CITY OF BENTONVILLE,
MAYOR Stephanie Orman

Attest:
CITY CLERK Malorie Marrs

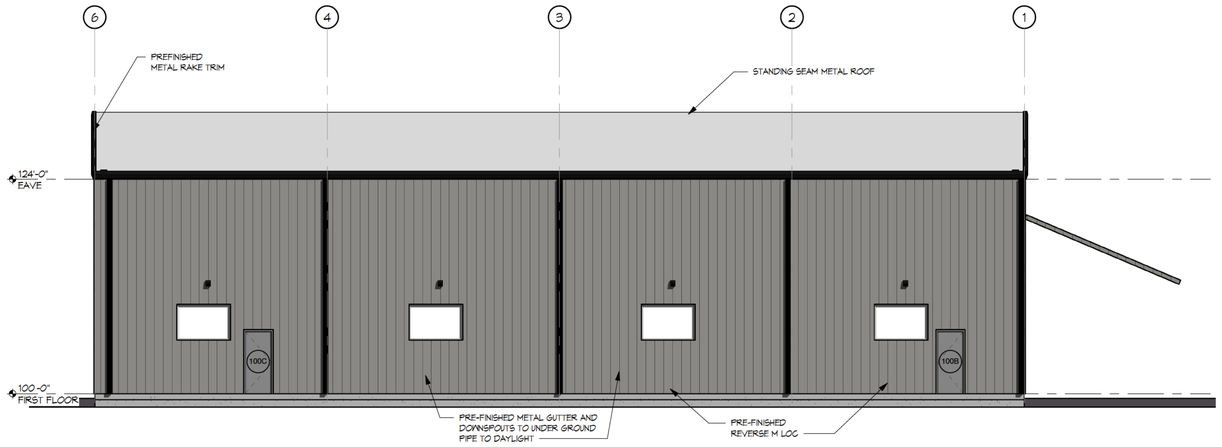
☐

LESSEE:

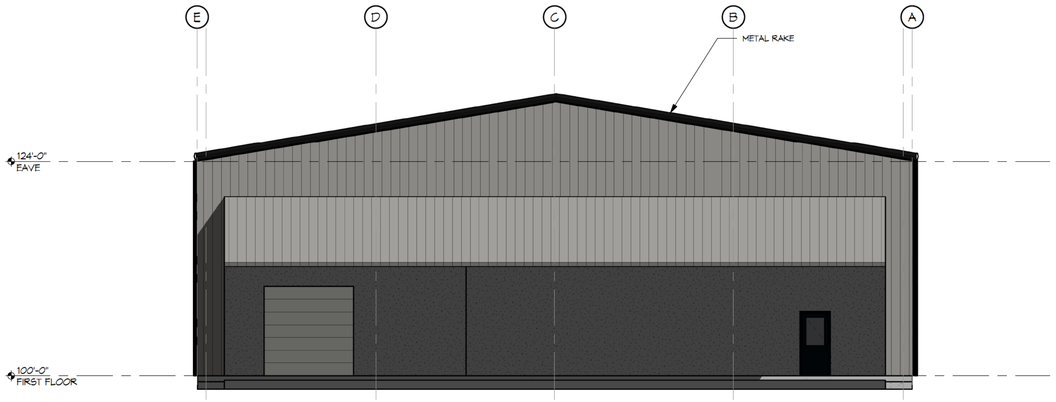
Owner/Company Name:

Exhibit “A”

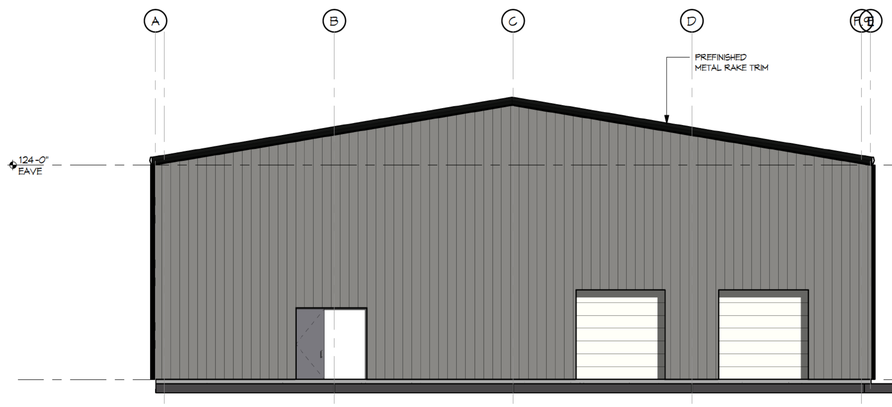
Noted on below exhibits as 2517 SW I Street, Bentonville, Arkansas



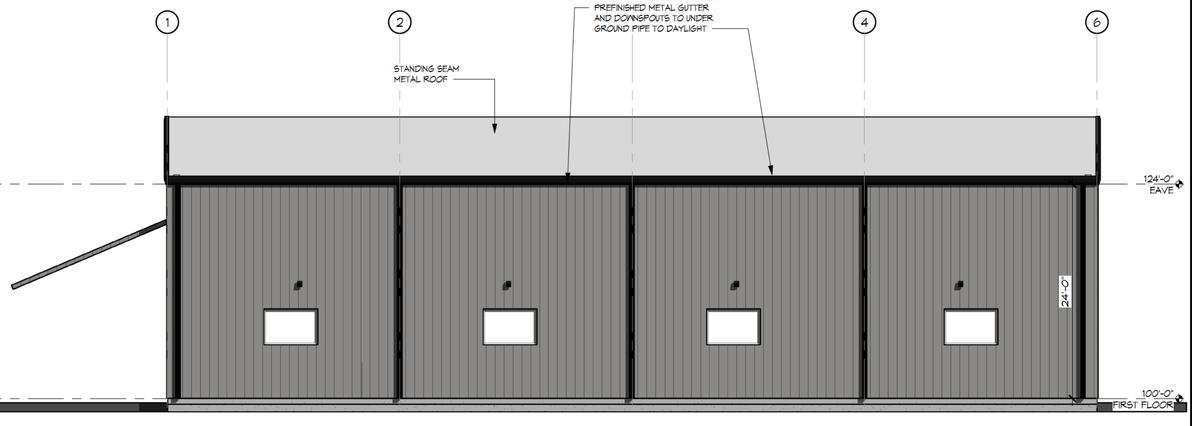
1 *EAST ELEVATION COLOR*
1/8" = 1'-0"



2 *S ELEVATION COLOR*
1/8" = 1'-0"



3 *N ELEVATION COLOR*
1/8" = 1'-0"



4 *WEST ELEVATION COLOR*
1/8" = 1'-0"

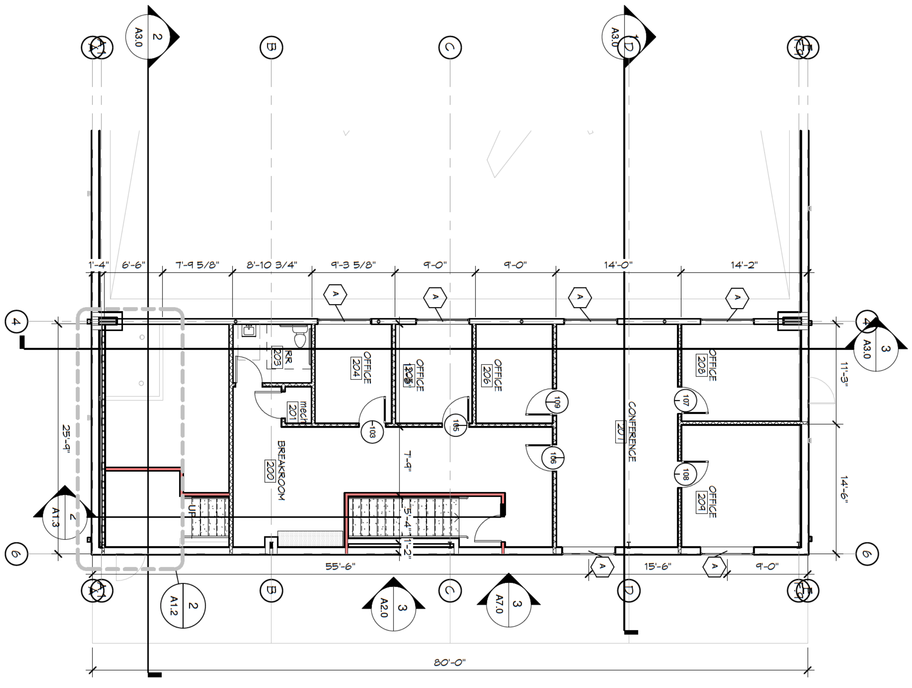
Burris Architecture
820 Tiger Blvd, Suite 4, Bentonville, Ar 72712
479-319-6045

HANGAR - 5
BENTONVILLE AIRPORT
BENTONVILLE, AR

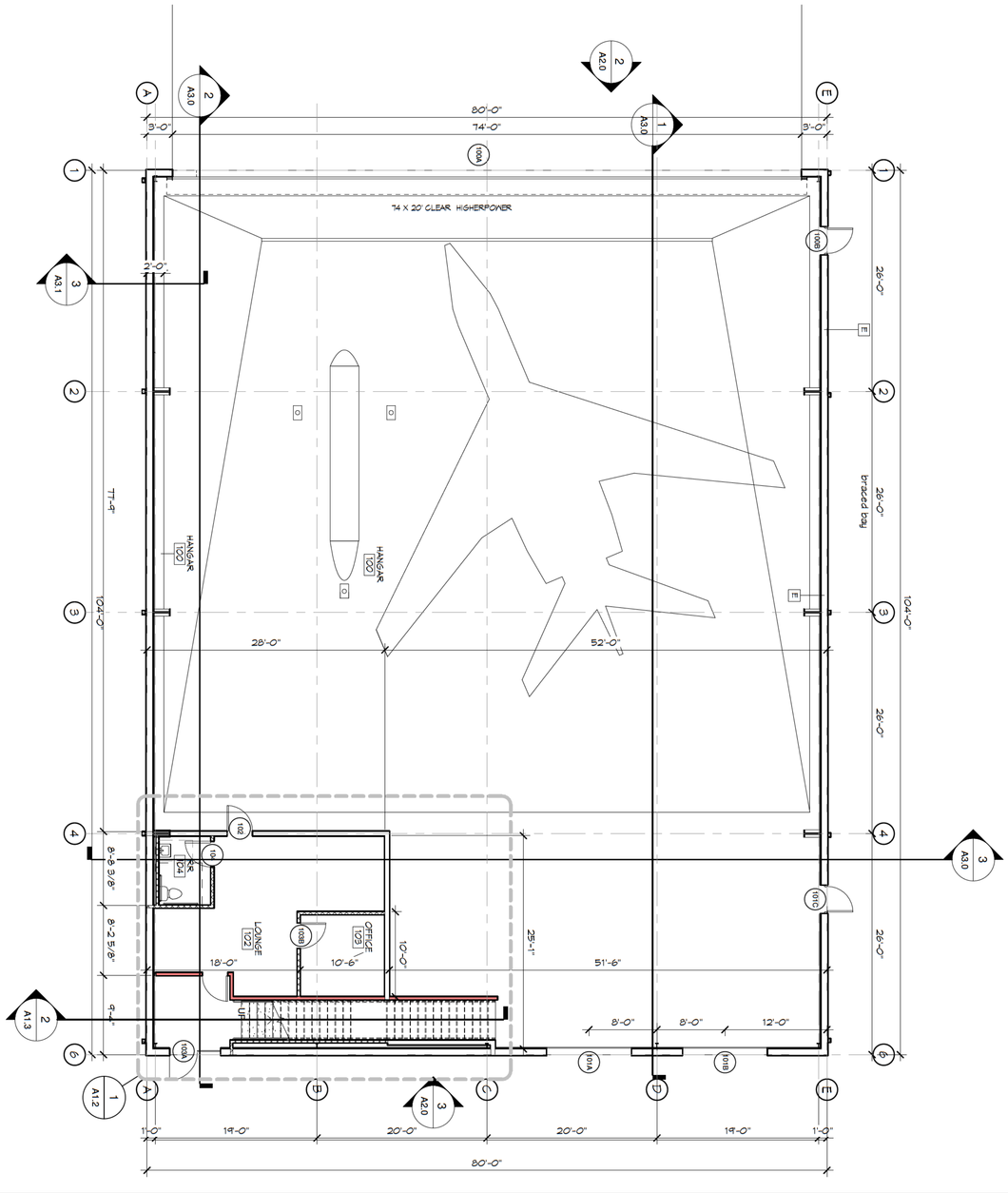
DATE 11-7-24
JOB NO. 25020
REVISIONS

A7.0
COLOR ELEVATION

THIS DRAWING AND ARRANGEMENTS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT. ANY REPRODUCTION, USE, OR DISCLOSURE OF THE PROPRIETARY INFORMATION CONTAINED HEREIN WITHOUT THE PRIOR CONSENT OF THE ARCHITECT IS STRICTLY PROHIBITED.
ALL DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS AND ARRANGEMENTS APPEARING HEREIN CONSTITUTE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE USED TO ANY EXPANSION OF THE CONSTRUCTION WORK.
THIS DRAWING IS PROVIDED AS AN INSTRUMENT OF SERVICE BY THE ARCHITECT AND IS RETAINED BY HIS OR HER PROJECT ONLY.



2 MEZZ
1/8" = 1'-0"



1 FIRST FLOOR PLAN
1/8" = 1'-0"

HANGAR - 5
BENTONVILLE AIRPORT
BENTONVILLE, AR

Burris Architecture
820 Tiger Blvd, Suite 4, Bentonville, Ar 72712
479-319-6045

DATE 11-12-24
JOB NO. 25020
REVISIONS

A1.0
FLOOR PLANS

THIS DRAWING IS PROVIDED AS AN INSTRUMENT OF SERVICE BY THE ARCHITECT, AND IS INTENDED FOR USE ON THIS PROJECT ONLY. THIS DRAWING REMAINS THE PROPERTY OF THE ARCHITECT AND SHALL BE RETURNED TO HIM UPON COMPLETION OF THE CONSTRUCTION WORK. ALL DRAWING, SPECIFICATION, IDEAS, DESIGN AND ARRANGEMENTS APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF THE ARCHITECT. ANY REPRODUCTION, USE, OR DISCLOSURE OF THE PROPRIETARY INFORMATION CONTAINED HEREIN WITHOUT THE PRIOR CONSENT OF THE ARCHITECT IS STRICTLY PROHIBITED.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LAND LEASE AGREEMENT, AT THE BENTONVILLE MUNICIPAL AIRPORT, FOR 2517 SW I STREET WITH THREE BEARS, LLC.; AND FOR OTHER PURPOSES.

WHEREAS, City staff request approval of a land lease agreement at the Bentonville Municipal Airport, for 2517 SW I St., between the City of Bentonville and Three Bears, LLC.; and

WHEREAS, the Airport Advisory Board recommends approval of this lease agreement and the associated large scale development plan was approved by Planning Commission.

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

Section 1: The Mayor and City Clerk are hereby authorized to execute a land lease agreement with Three Bears, LLC., for 2517 SW I Street at the Bentonville Municipal Airport;

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:	3/11/2025	**Submitted By:**	Mark Slaughter
Phone:	479-254-2084	**For Department(s):**	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 ☐ Appointment

Title, Recommendation & Justification

Title:	Resolution Authorizing a Land Lease Agreement at 2519 SW I ST with Lone Projects, LLC
Action Recommendation & Justification:	A resolution authorizing the Mayor and City Clerk to enter into a land lease agreement, at the Bentonville Municipal Airport, between the City of Bentonville and Lone Projects, LLC. This action was approved by the Airport Advisory Board. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This Land Lease Agreement is one of six that will be presented to City Council as part of the Airport Expansion Project on the West side of the Airport commonly referred to as Neighborhood One. The LSDP was approved by Planning Commission at its March 4, 2025 meeting.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

BENTONVILLE MUNICIPAL AIRPORT
LAND LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this 1st day of January, 2024; with an effective date of January 24, 2024, the City of Bentonville, hereinafter referred to as "Lessor," and Lone Projects, LLC, hereinafter referred to as "Lessee."

WHEREAS, the Lessor does intend to lease certain real property consisting of approximately 11,395 square feet marked and identified as:

See Legal Description attached as Exhibit "A"

NOW, THEREFORE, the Parties hereto agree as follows:

1. **LEASEHOLD.** The Lessor does hereby grant, demise, and lease unto Lessee certain premises as set out in the attached **Exhibit A** (the Leased Premises) situated in Benton County, Arkansas, within the boundaries of the Bentonville Municipal Airport, said property being described more particularly as the "footprint" described on **Exhibit "A"** under a portion of a Building to be constructed on the Leased Premises. The Site Plan and Building description is attached as **Exhibit "B"**. The Leased Premises is defined as the real property described on **Exhibit "A"** located underneath and including the Building located thereon, which Lessee proposes to erect.

2. **TERMS AND CONDITIONS.** Lessee agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

3. **TERM.**

3.1 This lease's term is for forty (40) years beginning on the 24th day of January, 2024, and ending at Midnight, 24th day of January, 2064, unless sooner terminated as herein provided. Prior to the end of the term, the parties may negotiate future options or extensions to commence after the end of the term or any extended term and Lessee shall have the right of first refusal to lease the Leased Premises on substantially the same terms and conditions as a third party offer to lease the Leased Premises commencing on or about the end of the term or extended term, for thirty (30) days following receiving written notice of such offer together with a copy of such bonafide third party offer to lease the Leased Premises.

3.2 Lessee shall be responsible for one sixth (1/6) of the cost of the rail fence and gate on I Street in Bentonville, Arkansas. Lessor shall invoice Lessee and said invoice shall be paid within sixty (60) days of receipt.

3.3 Lessee is responsible for the parking area in front of and behind the Leased Premises, as described on **Exhibits "A" and "B"** and shall ensure compliance with all City of Bentonville Ordinances and Regulations. Lessee is responsible for constructing sufficient vehicle parking for Lessee's use a the rear of the hangar. Lessee is responsible for constructing the ramp at the front of the hangar. Maintenance of these areas is the responsibility of the Lessee.

3.4 Lessee must begin the Large-Scale Development process, coordinating with the City of Bentonville Planning Department, by March 31, 2024, completing the process within six (6) months. Lessor and Lessee acknowledge that the effectiveness of this Lease Agreement is contingent upon said LSD approval within that timeframe. If Lessee is unable to obtain LSD approval, Lessee shall have the right to terminate this Lease and neither party shall have any further rights or obligations hereunder. Upon termination of this Lease Agreement pursuant to this contingency, Lessee shall vacate and surrender possession of the Leased Premises and shall have no further liability under this Lease except for any unpaid rent or other obligations accrued as of the termination date.

3.5 This Land Lease Agreement cannot be transferred until after construction of the Building described in **Exhibit "B"**, is complete. All transfers or assignments must be approved by the City of Bentonville Airport Advisory Board and City Council.

3.6 Construction on the Building, as described in **Exhibit "B"**, shall be completed within eighteen (18) months after approval of the Large Scale Development Plan.

3.7 Mechanic's or Materialmen's Liens. The Lessee agrees that during the Term of this lease no

mechanic's or materialmen's liens affecting the Leased Premises or any improvements thereon shall be suffered to arise, and that in the event any such life does arise, the Lessee shall promptly discharge or bond over same, and if default in the payment thereof shall continue for forty-five (45) days after receipt of written notice of such lien and demand for its discharge or the posting of a bond given to the Lessor by Lessee, then the Lessor shall have the right and privilege, at its option, to pay the same, and the amount so paid, including expenses, shall at the option of the Lessor be additional rental due from the Lessee at the next succeeding rental payment with interest thereon at the rate of eight percent (8%) per annum from the date on which such payment was made; provided, however, that if the Lessee denies the validity or amount of any asserted mechanic's or materialmen's lien on the Leased Premises or any improvement thereon, the Lessee, at its expense, shall have a reasonable opportunity to contest such validity by appropriate legal proceedings and Lessor shall assist Lessee in prosecuting such contest, including but not limited to, providing necessary information, including necessary documents, and permitting Lessee to contest in the name of Lessor if required by any existing or hereinafter enacted law, regulation, or procedure. It is agreed by the parties hereto that as between the parties hereto, in the event of such contest the Lessee shall be responsible for all litigation costs including court fees and costs, attorney fees, discovery costs, travel costs, and any and all other costs whatsoever, with Lessee holding Lessor harmless thereon.

4. **LEASE PAYMENT.** Lessee shall pay to the City of Bentonville the annual rental based on the square foot of total leased ground space. The rate charged per foot shall be $.50 cents per square foot. Leased ground space totals 11,395 square feet. Said rental is to be paid in advance in yearly installments on the 1st business day of each year. If the initial calendar year of the lease is less than 12 months the Lessee will pay a pro-rata payment to cover the first partial year at the time of signing this lease. For each subsequent year during the initial term or any renewal Lease Term, the rent shall be increased annually in accordance with changes in the Consumer Price Index (CPI) published each September as compared to the previous September, provided; however, that no single annual increase shall exceed two percent (2%). The Consumer Price Index refers to the Consumer Price Index for all urban consumers (CPI-U), U.S. City Average All Items Index.

4.1 TAXES - Lessee shall pay all ad valorem taxes and assessments upon the Leased Premises and upon all personal property located upon the Leased Premises, which are assessed during the lease term. Lessee shall have the right to contest by appropriate proceedings the amount or validity of any tax or assessment which Lessee is obligated to pay in accordance with the provisions hereof.

4.2 ASSIGNMENTS & SUB-LEASES. This agreement, in whole or any part thereof may not be assigned or transferred by Lessee unless such action receives prior approval by the Airport Advisory Board, the Bentonville City Council, and the Lessor, which such approval can not be unreasonably withheld. Such assignment releases the original Lessee of its obligations and the new Lessee assumes all obligations of this original agreement in full. Any assignment of the lease shall be on the condition that the Building would continue to be owned by one owner, in which case the Lessor agrees that all variances of construction, fire codes, and Ordinances granted for the construction of the Building will continue for such assignee.

5. **INSURANCE.** Lessee shall obtain & maintain property insurance coverage for the repair or replacement of the leasehold, the Building, and any adjacent improvements. The City of Bentonville will be listed as an additional insured on the policy and as a "Loss Payee" as its interest may appear on the policy, giving consideration of Lessor's residual interest in any and all improvement thereon, with any proceeds received by Lessor to be utilized as provided in paragraph 10.1. The Lessee will provide proof of this insurance upon request and keep the policy in effect during the terms of the lease. Lessee acknowledges that it is the Lessee's sole responsibility to maintain insurance on any personal property if desired.

6. **USE OF THE PREMISES.** The development and/or use of any Premises located within the current or future boundaries of the Bentonville Municipal Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Lessee agrees that all uses of the Leased Premises must be approved by the Airport Advisory Board and shall be predominantly for aviation use. All future structure additions shall be subject to prior approval by Lessor. In the event that Lessee uses the property for

purposes other than the purposes stated above, then Lessee shall be deemed to be in default of this agreement.

7. **UTILITIES.** Lessee shall be responsible for utilities to the leasehold. Initial utility service to the Leased Premises will be the responsibility of the Lessee and negotiations for terms of utility provision are a matter between the Lessee and each individual service provider including the City of Bentonville. Lessee shall pay all initial tie-in costs and all monthly ongoing fees for such utilities.

8. **REPAIRS, MAINTENANCE AND APPEARANCE.**

8.1 Except as otherwise provided in this lease, Lessee shall at all times during the term of this lease agreement, at Lessee's expense, keep and maintain in good repair and safe condition the Leased Premises and its equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent, or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions, and betterments. Lessee will at all times keep the leasehold free and clean of all trash, refuse, and any unsightly conditions or fire hazards.

8.2 The necessity for and adequacy of repairs to the Leased Premises, pursuant to subparagraph 8.1 hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Bentonville through its Airport Advisory Board or other governmental agency or entity pursuant to the primary lease referred to above.

8.3 Lessee agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the governing authority mentioned in subparagraph 8.2 above as a result of failure by Lessee to maintain or repair the demised premises as required.

9. **ALTERATIONS AND IMPROVEMENTS.** Lessee shall be entitled to make alterations, additions, and improvements to the Leased Premises necessary and desirable for the operation of the Leased Premises. Lessee shall not be entitled to make any significant or material alterations, additions, or changes to the exterior of the Leased Premises without Lessor's prior written consent. Lessee acknowledges and agrees that all such alterations, additions, and improvements, shall become the property of the City of Bentonville, Arkansas, upon the expiration and/or termination of the lease agreement, subject to the provisions of the DEFAULT paragraph below.

10. **WAIVER.** The waiving of any one or more breaches of the terms or provisions contained herein by the Lessor or Bentonville Airport Advisory Board shall not be deemed a waiver of any other breaches of the terms of provisions.

11. **TIME OF THE ESSENCE.** It is understood that time is of the essence of this Lease Agreement.

12. **DEFAULT.** In the event the Lessee defaults under the terms of the agreement, this lease may be terminated by the Bentonville City Council pursuant to the following:

12.1 Lessor shall give written notice by certified mail, return receipt requested, of default simultaneously to Lessee as well as any assignee, any mortgagee or beneficiary of Lessee's leasehold interest in the leased premises and improvements thereon who are known to the Lessor.

12.2 No default shall be deemed to exist unless Lessee fails to cure said default within thirty (30) days after receipt of written notice thereof, provided, however, that if Lessee fails to cure same within said thirty (30) days, the mortgagee or beneficiary of Lessee's said leasehold interest shall have an additional twenty (20) days after the end of said thirty (30) days period within which to cure same. As to any curing of a default (other than payment of rent) which would reasonably require a greater period of time for curing than is provided for above, if the lessee shall, within the time stipulated, commence such curing and diligently pursue same, then, the above time period shall be extended to allow Lessee reasonable opportunity to do so.

12.3 Lessee shall have the right to contest, in good faith, the existence of any default alleged to have occurred or alleged to exist, and in the event Lessee so elects, the time period for curing any such alleged default shall be extended until thirty (30) days after a final judgment has been entered in a court having jurisdiction over such contest.

12.4 Following the period for curing or contesting a default provided above, the Bentonville City Council may give written notice by certified mail, return receipt requested, of Lessor's exercise of its right to declare this lease forfeited, terminated, null and void. Upon such notice, Lessee agrees to vacate the premises immediately and to forfeit any and all claims, rights, and property interest in the Leased Premises property and the improvements mentioned herein. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this agreement, or reclaim possession of the premises, Lessee agrees to pay a reasonable attorney's fee.

13. **TERMINATION OF USE.** In the event that the Bentonville Airport facility and property are no longer used for aviation purposes, the City of Bentonville or its assign shall purchase the remaining leasehold interest from Lessee at fair market value.

14. **REVERSION.** It is covenanted and agreed that all of Lessee's right, title, and interest in any buildings and improvements remaining on the Leased Premises, at the expiration of the Term of this Lease or termination of this Lease, as set forth herein, shall at such time be and become the property of the Lessor. Until such expiration or termination of this lease, all right, title, and interest in any buildings and improvements on the Leased Premises shall reside in Lessee.

15. **MORTGAGING OF LEASEHOLD.** Lessee is hereby given the absolute right without the Lessor's consent to mortgage its interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land, building, and improvements erected thereon.

15.1 Notification. Upon the execution and recordation of any such leasehold mortgage or deed of trust, the Lessor shall be notified in writing by Lessee that such leasehold mortgage or deed of trust has been so given and executed by the Lessee, and Lessor shall also be furnished with the address to which Lessee desires copies of notices to be mailed; and Lessor hereby agrees that it will thereafter mail to such assignee of this Lease, guarantor or any indebtedness secured by this Lease, mortgagee, or beneficiary under a leasehold mortgage or deed of trust or other security agreement, a duplicate copy of any and all notices in writing which the Lessor may from time to time give to or serve upon the Lessee under and pursuant to the terms and provisions of this Lease.

16. **GOVERNMENTAL REQUIREMENTS GENERALLY.** Lessee shall comply with all governmental requirements applicable to Lessee's use and operation of the Leased Premises. Further Lessor and Lessee agree that this Lease is made subject to all rules and requirements of the FAA.

17. **INDEMNITY.** Lessor shall not be liable for any personal injury to the Lessee or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the leased premises, or for any damage to any property of Lessee or of any other occupant of any part of the leased premises, irrespective of how such injury or damage may be caused, whether from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Lessor as a result of any such personal injury or damage occurring on the leased premises, Lessee agrees to hold Lessor harmless from any liability or responsibility therefor, including attorney's fees or costs of the action.

18. **GRAMMATICAL USAGE.** Whenever used herein: The singular number shall include the plural, the plural the singular, and any gender all genders in any place in which the context so requires.

19. **NOTICES.** Whenever by the terms of this Lease, notice shall or may be given either to the Lessor or to the Lessee, such notice shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, with adequate prepaid postage.

If intended for the Lessor, addressed to:

City of Bentonville Attn: Mayor Stephanie Orman

305 SW A Street, Bentonville, AR 72712

With a Copy To:

Debbie Griffin

305 SW A Street, Bentonville AR 72712

If intended for the Lessee, addressed to:

Lone Projects, LLC

2144 E. Republic Rd, Suite B102

Springfield MO 65804

20. **ENTIRE AGREEMENT.** Unless modified or supplemented in writing and signed by the party or parties to be charged, this Lease constitutes the entire agreement between the parties. Except as aforesaid, and other understandings, agreements, or negotiations are deemed merged herein and shall be interpreted in accordance with the law of the State of Arkansas.

21. **JURISDICTION AND VENUE.** Jurisdiction and Venue for any and all litigation concerning this Lease Agreement shall be Benton County, Arkansas.

WITNESS the execution hereof, by the parties hereto, in any number of counterpart copies each of which counterpart copies shall be deemed as an original for all purposes, as of the effective day and year first above written.

LESSOR:

CITY OF BENTONVILLE,
MAYOR Stephanie Orman

Attest:_____
CITY CLERK Kirby Romines

LESSEE:

Lone Projects, LLC

Signature: [redacted]

Printed Name: Matt Oleilly

Title: managing member

APPROVED:

BENTONVILLE AIRPORT ADVISORY BOARD

By: _____
Chairman, Brian Baldwin

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named _____, to me well known, who acknowledged himself to be the _____ of _____, the Lessee in the above and foregoing Lease Agreement, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 20____.

_____
Notary Public

_____
My Commission Expires:

Exhibit “A”

Noted on below exhibits as 2519 SW I Street, Bentonville, Arkansas

A7.0

128PJ
BENTONVILLE AIRPORT
BENTONVILLE, AR

Burris Architecture
620 Tiger Blvd, Suite 4 Bentonville Ar 72712
479-315-6045

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A LAND LEASE AGREEMENT, AT THE BENTONVILLE MUNICIPAL AIRPORT, FOR 2519 SW I STREET WITH LONE PROJECTS, LLC.; AND FOR OTHER PURPOSES.

WHEREAS, City staff request approval of a land lease agreement at the Bentonville Municipal Airport, for 2519 SW I St., between the City of Bentonville and Lone Projects, LLC.; and

WHEREAS, the Airport Advisory Board recommends approval of this lease agreement and the associated large scale development plan was approved by Planning Commission.

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 land lease agreement with Lone Projects, LLC., for 2519 SW I Street at the Bentonville Municipal Airport;

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:	3/11/2025	**Submitted By:**	Scott Mendenhall
Phone:	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 Awarding Bid IFB-25-08 for Orchards Park Storm Damage and Adjusting the 2025 Budget
Action Recommendation & Justification:	Resolution adjusting the 2025 budget and awarding bid IFB-25-08 to Milestone Construction Company to complete repairs on the damaged cedar arbor structure in Orchards Park. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The structure sustained significant damage in the May 2024 tornado event and all wooden sections need complete replacement. This will be submitted to FEMA for 75% reimbursement. Milestone Construction Company was the lowest bid received.
Amount for Approval:	$ 47,386.00

Budget Impact

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

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

105030-44430	Building/Ground Maintenance	$ 47,386.00	$
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):

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Scott Mendenhall, Parks Maintenance Manager

Date: February 27, 2025

Re: Bid Award and budget adjustment, in the amount of $47,386 for the repair of Damaged Cedar Arbor in Orchards Park for Parks and Recreation.

Parks and Recreation requests approval for the award of IFB-25-08 to Milestone Construction in the amount of $47,386 for the repair and replacement of the cedar arbor damaged during the May 2024 storm.

This structure sustained significant damage and was weakened to the extent that simple repairs were not sufficient. Following a thorough assessment, it was determined that a full replacement of the wooden sections was necessary to ensure the safety and longevity of the structure.

A formal bidding process was conducted, and Milestone Construction submitted the lowest qualified bid. The department recommends awarding the contract to Milestone Construction to complete the necessary repairs. These repairs are essential not only for the safety of park visitors but also for maintaining the visual aesthetics and overall integrity of the park environment.

We respectfully request the City Council's approval to proceed with the award of IFB-25-08 to Milestone Construction.

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

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	2/13/25	Time of Bid Opening:	1:00 PM			IFB-25-08

Solicitation Title: Cedar Arbor Storm Damage Repairs at Orchards Park

			Bidders:	WFC		Sullivan Contracting Services		Milestone Construction Company LLC	
Line Item	Quantity	Description		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Lump Sum	Site Preparation (Incl. Mobilization/Demobilization and Final Cleanup)		$0.00	$0.00	$3,100.38	$3,100.38	$1,768.00	$1,768.00
2	Lump Sum	Demolition of Lumber from Cedar Arbor		$0.00	$0.00	$3,523.16	$3,523.16	$5,780.00	$5,780.00
3	Lump Sum	Installation of New Lumber and Hardware to Cedar Arbor (Incl. Painting of Hardware and Staining of Lumber to match existing structure)		$0.00	$68,500.00	$478.63	$58,994.75	$39,838.00	$39,838.00
			Total Bid Price	$68,500.00		$65,618.29		$47,386.00	

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

TABULATION VERIFICATION

[redacted]
Purchasing & Compliance Specialist

[redacted]
Kelsi Frederick
Purchasing & Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2025 BUDGET; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH MILESTONE CONSTRUCTION COMPANY, IN THE AMOUNT OF FORTY-SEVEN THOUSAND THREE HUNDRED EIGHTY-SIX DOLLARS ($47,386.00), FOR STORM DAMAGE REPAIRS AT ORCHARDS PARK; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Parks and Recreation Department recommend awarding IFB-25-08 to Milestone Construction Company to complete repairs on the damaged cedar arbor structure in Orchards Park;

WHEREAS, Milestone Construction Company was the lowest responsive bidder;

WHEREAS, the structure sustained significant damage in the May, 2024 tornado event and all wooden sections need complete replacement;

WHEREAS, this amount will be submitted to FEMA for seventy-five percent (75%) reimbursement; and

WHEREAS, a budget adjustment will be needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Milestone Construction Company, in the amount of forty-seven thousand three hundred eighty-six dollars ($47,386.00), for storm damage repairs at Orchards Park;

Section 2: The 2025 Budget is hereby adjusted to appropriate forty-seven thousand three hundred eighty-six dollars ($47,386.00) from General Fund Reserves to Account #105030-44430 – Building/Ground 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:	3/11/2025	**Submitted By:**	David Wright
Phone:	479.271.6813	**For Department(s):**	Parks and Recreation
Email:	dwright@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Accepting the Climate Pollution Reduction Subrecipient Agreement forTown Branch Creek
Action Recommendation & Justification:	Resolution authorizing Mayor and Clerk enter into a sub-recipient agreement with MetroPlan, Northwest Arkansas Regional Planning, and Watershed Conservation Resource Center for the Climate Pollution Reduction grant. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The sub-recipient agreement awarded to Bentonville will be utilized for stream restoration, land preservation, and trail reconstruction for Town Branch Creek. No grant funds will be received or expended by the City.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Memo

To: City Council, Mayor Orman

From: David Wright, Parks and Recreation Director

Date: February 27, 2025

Re: Resolution authorizing Mayor and Clerk to enter into a sub-recipient agreement with Northwest Arkansas Regional Planning, MetroPlan, and Watershed Conservation Resource Center for Climate Pollution Reduction Grant, which provides for stream restoration, land preservation, and trail construction at Town Branch Creek.

Though the projects under this sub-recipient agreement are administered locally, all funding for the project(s) will be handled by Regional Planning and will have no impact on the City's operational budget.

In 2023, the City removed a low water crossing and repaired the damaged stream in the area along NW A Street. The project was very successful, stabilizing a stream bank and preserving the park space adjacent to the stream. This grant award allows us to continue the restoration further downstream along the Razorback Greenway.

This is a federal grant and there was some initial concern that the change in federal administration could potentially put this grant award at risk. However, the last message we received from grant administrators was the grant funding is in place and we are encouraged to proceed.

Work can begin anytime after January 1, 2025 and must be completed by August 31, 2029. While we do not anticipate this taking four years to complete, we must complete design and permitting prior to construction. We anticipate actual construction occurring in Fall 2026 or Spring 2027.

If you have any questions regarding this item, please email me at dwright@bentonvillear.com, or call 479.271.6813.

SUBRECIPIENT AGREEMENT
Razorback Greenway and Town Branch
Between
Metroplan
and
Northwest Arkansas Regional Planning Commission
and
Watershed Conservation Resource Center
and
The City of Bentonville, AR, Subrecipient # CPRG-NWA-011

ENVIRONMENTAL PROTECTION AGENCY
CLIMATE POLLUTION REDUCTION GRANT

This Subrecipient Agreement ("Agreement") is entered into on this ____ day of January, 2025 between **Metroplan (**the "Pass-through Entity" or "Metroplan"), the Northwest Arkansas Regional Planning Commission ("NWARPC"), and Watershed Conservation Resource Center ("WCRC"), and the **City of Bentonville**, **Arkansas** (the "City" and, together in partnership with WCRC, collectively the "Subrecipient").

Relative to

Implementation of public land restoration, stream restoration, land protection, and trail construction as described in *Attachment A: Scope of Work/Deliverables* attached hereto (hereafter referred to separately as a "Project" and, collectively, as the "Projects").

Recitals

WHEREAS, Metroplan is the recipient of a United States Environmental Protection Agency (EPA) award entitled the Climate Pollution Reduction Grant (CPRG), which EPA provided for the planning and development of ambitious climate action and air pollution reduction plans and to implement measures from those plans, and for which the Subrecipient's match is 0%; and

WHEREAS, the projects to be implemented pursuant to the terms of this Agreement were recommended by the Northwest Arkansas Regional Planning Commission (NWARPC) and applied for by the Arkansas Energy and Environment Innovation Tri-Region Coalition, which is comprised of Metroplan, NWARPC, and the City of Fort Smith; and

WHEREAS, the Subrecipient has agreed to complete the Projects in accordance with this Agreement; and

WHEREAS, the Subrecipient hereto accepts the specific responsibilities listed in this Agreement to ensure the funding and completion of the Project; and

Subrecipient's Initials: SJF

WHEREAS, the Subrecipient has obtained all necessary approvals and authorizations to execute, deliver and perform this Agreement and to implement and complete the Projects; and

WHEREAS, Metroplan will serve as the Pass-through Entity (grant administrator) for the federal dollars provided by CPRG funds and will report the progress and budget narrative to the CPRG Project Office; and

WHEREAS, the Subrecipient has no knowledge of any legal impediments to the completion of the Projects.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, Metroplan and the Subrecipient agree as follows:

AGREEMENT

Section 1. General Information
Section 2. Federal Requirements
Section 3. Pass-through Entity Requirements
Section 4. Subrecipient Requirements
Section 5. Lead Agency and Project Manager Requirements
Section 6. Right-of-Way and Land Protection Requirements
Section 7. Land Restoration or Stream Restoration Requirements
Section 8. Trail Construction Requirements
Section 9. Metroplan Responsibilities
Section 10. NWARPC Responsibilities

SIGNATURES

ADDENDA

Attachment A. Scope of Work / Deliverables
Attachment B. Approved Budget
Attachment C. Monitoring Plan
Attachment D. Flow Down Provisions
Attachment E. ACORN Memo
Attachment F. ACORN Declaration
Attachment G. Equal Employment Opportunity Certification Form
Attachment H. Certification Regarding Lobbying
Attachment I. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Attachment J. Lead Agency Form (LPA-005)
Attachment K. EPA Grant Agreement (02F75801)

Subrecipient's Initials: SJF

Section 1. General Information (see § 200.332)

1. **INFORMATION REQUIRED BY THE UNIFORM GRANT GUIDANCE (UGG) 2 CFR §200.332:**

a) **Subrecipient Name** (must match the name associated with its Unique Entity Identifier):
City of Bentonville, Arkansas in partnership with WCRC

b) **Subrecipient's Unique Entity Identifier (formerly known as DUNS number):**
City UEI: FLE5EGLSGK66

WCRC UEI: XZ1LGWGULGJ6

c) **Federal Award Identification Number (FAIN):**
02F75801

d) **EPA Award Date:**
October 16, 2024

e) **Subaward Period of Performance Start and End Date:**
Subaward period of performance shall begin on January 1, 2025 and end on August 31, 2029.

f) **Total Amount of Federal Funds Obligated Under the Initial Subaward:**
$2,080,350.00

g) **Total Amount of Federal Funds Obligated to the Subrecipient:**
$2,080,350.00

h) **Name of Federal Awarding Agency and Contact Information:**
U.S. EPA, Region 6, Grants Management Section
ATTN: Silvana Palacios-Guberti, EPA Project Officer
1201 Elm Street, Suite 500, ARDPM
Dallas, TX 75270-2102
Telephone: (800) 887-6063
Website: https://www.epa.gov/

Contact Information for Metroplan:
Metroplan/Casey Covington
ATTN: Leesa Freasier
501 W Markham, Ste B
Little Rock, AR 72201-1409
Telephone: (501) 372-3300
Website: https://metroplan.org/

Subrecipient's Initials: SJF

Contact Information for the Subrecipient:
City of Bentonville, Arkansas
ATTN: Stephanie Orman
Address: SW 14th Bentonville, AR 72712
Telephone: (479) 271-3112
Website: https://bentovillear.com/

i) **Assistance Listings Number (formerly known as the CFDA#) and Title:**
#66.046 – Climate Pollution Reduction Grants
See https://sam.gov/fal/6ccff3d73583450ba88ecef4bee21212/view

j) This subaward is a program grant and not for Research and Development.

k) **Indirect Cost Rate:** The subrecipient's indirect cost rate based on a Federally Negotiated Indirect Rate Agreement is 43.7%

Section 2. Federal Law and Compliance Requirements

COMPLIANCE WITH APPLICABLE LAWS: The Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under EPA Region 6 Federal Award Identification Number (FAIN) 02F75801. The term "federal, state, and local laws" as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term. The term "federal, state, and local laws" shall include, without limitation:

a. Federal Requirements:

i. **Authorizing Program Statute.** This grant was created by Section 60114 of the Inflation Reduction Act, Climate Pollution Reduction Grants, 42 U.S. Code § 7437 (or Public Law 117–169, title VI, Aug. 16, 2022, 136 Stat. 2076), which amended the Clean Air Act (CAA) by creating Section 137 for Greenhouse Gas Air Pollution Plans and Implementation Grants; and

ii. **EPA General Terms and Conditions.** The current Environmental Protection Agency (EPA) General Terms and Conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf; and

These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions, or restrictions cited throughout the award; and

Subrecipient's Initials: SJF

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general; and

Program guidance is available at: https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants.

iii. Federal regulations applicable to this award include, without limitation, the following:

a. **Uniform Administrative Requirements ("UGG")**. Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as EPA may determine are inapplicable to this Award including adherence to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. **Audits.** In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall comply with all audit requirements for non-federal entities that expend federal awards unless and to the extent of any applicable exemption. The Subrecipient is responsible for resolving audit findings and implementing necessary corrective action specifically related to the subaward, and for promptly delivering to Metroplan all information and certifications necessary for Metroplan's compliance with 2 CFR §200.332(e)(4). The Subrecipient will report to Metroplan the corrective action taken to resolve any findings of all audits. Metroplan will send corrective action to be taken to EPA for approval (see https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F).

c. **Conflicts of Interest.** The Subrecipient must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and such conflict of interest policy shall apply to each activity funded under this award. Subrecipients must disclose in writing to Metroplan, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.

Section 3. Pass-through Requirements (see 2 CFR § 200.332)

All parties agree:

1. **Term.** Subject to the United States Environmental Protection Agency, Region 6, Air and Radiation Division, approval and the provisions for terminations as hereinafter provided, the term of this Agreement shall commence on January 1, 2025, and end on August 31, 2029, unless the period is extended by notification or by modification of this Agreement, through mutual agreement of the parties and federal agency approval.

Subrecipient's Initials: SJF

2. **Benefit.** Subrecipient and Metroplan agree, unless specifically stated otherwise, that the provisions of this Agreement are not intended to create or confer a third-party benefit or right on any person or entity, not a party to this Agreement.
3. **Administrative Considerations.** Where policies of the Subrecipient differ from those of Metroplan, such as travel reimbursement, fringe benefits, indirect costs, etc., the policies of the Subrecipient shall be applicable to cost incurrences under the Agreement provided such policies comply with awarding agency regulations.
4. **Compensation.** This subaward agreement utilizes the cost reimbursement method of payment unless provisions are specifically outlined in this Agreement for advanced payment. The amount of the subaward is $2,080,350.00. The Subrecipient may invoice at most monthly and shall invoice at least once every three months. Invoices will state the period for which reimbursement is being requested and will itemize the cost by budget category per the budget summary *(see Attachment B)* Any cost over $2,080,350.00 be the sole responsibility of the Subrecipient at 100% Subrecipient's cost. All deliverables and reports defined in *Attachment A: Scope of Work/Deliverables* and *Attachment B: Budget* are to be submitted to Metroplan for the compensation defined herein. The Subrecipient shall not be entitled to receive any additional or separate compensation from Metroplan in connection with the project without prior approval of Metroplan, followed by an amendment submitted to Metroplan approved by the Federal Awarding Agency. Any unspent funds will be reallocated by NWARPC and Metroplan.
   The Subrecipient agrees to complete a W-9 form and Direct Deposit Authorization form and submit to Metroplan.
5. **Relationship of Parties.** The parties are independent, and neither party is the agent, joint venturer, partner, or employer of the other.
6. **Monitoring Plan and Reporting.** The Subrecipient will ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved, as required by 2 CFR § 200.332(e). Metroplan will monitor program and financial performance in accordance with 2 CFR § 200.332(e) through the adherence to a Monitoring Plan, included in the Addenda as *Attachment C: Monitoring Plan*. The Monitoring Plan will identify any failures in the administration and performance of the award and will also serve to identify whether the Subrecipient needs technical assistance. Metroplan may conduct on-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance, and informal monitoring such as email and telephone interviews. The Subrecipient shall promptly deliver to Metroplan all information and certifications necessary for Metroplan's compliance with 2 CFR § 200.332(e). For reporting, the uniform guidance requires that Metroplan and the Subrecipient collect environmental information as approved in the project's Quality Assurance Project Plan (QAPP) and use OMB-approved government-wide standard information collections when providing performance information and data in reports. Performance measures for the Project's expected outputs and outcomes are included in *Attachment C: Monitoring Plan.*
7. **Audit Costs.** All Parties that are subject to the single audit requirement (§ 200.332) shall bear the cost of their single audit. The Subrecipient shall be responsible for payment of any

Subrecipient's Initials: SJF

and all audit exceptions related to the work performed under this Agreement which are identified by the audit agency. For subrecipients that are not eligible for a single audit, Metroplan may conduct an agreed upon monitoring as an audit strategy. The cost of the agreed upon monitoring will be charged to the Metroplan award. Notwithstanding any other condition of the Agreement, the cooperative audit resolution process may be applied, as appropriate.

8. **Access to Records**. The books and records of all Parties must be made available, if needed and upon request, at the Parties' regular place of business, for audit by personnel authorized by the government. This includes inspections and audits by Metroplan, the Comptroller General of the United States, the EPA Office of Inspector General, other EPA staff, or any authorized representative of the Federal government. Reviews by the EPA Project Officer and the Grants Specialist may occur each year. The Federal Awarding Agency and/or Pass-through Entity has the right to return to audit the program after closeout at any time during the record retention period and as long as the records are retained, to conduct recovery audits including the recovery of funds, as appropriate (§ 200.337(c)).
9. **Record Retention.** All Parties shall retain all records pertinent to program activities and financial expenditures incurred under this Agreement for a period of three years after the date of submission of the final expenditure report under this award (§ 200.334). Notwithstanding the above, if there are litigation, claims, audits, negotiations, written notification from the federal program or cognizant agencies or the Pass-through Entity, or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues (§ 200.334(a)), or the expiration of the three-year period, whichever occurs later.
10. **Risk Assessments, Specific Conditions and Remedies.** Metroplan has conducted a risk assessment as required by 2 CFR § 200.332(c) and determined the Subrecipient's level of risk as low. Risk assessments may be repeated throughout the project period after scheduled reports, audits, unanticipated issues, or other adverse circumstances that may arise. In the event of noncompliance or failure to perform, Metroplan has the authority to implement specific conditions and apply appropriate remedies as authorized under 2 CFR § 200.339, including but not limited to: temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the Subrecipient, debarment, withholding further funds or other available remedies.
11. **Copyright/Intellectual Property.** Metroplan will possess the entire and the Subrecipient will possess shared copyright, title, and interest in all materials, inventions, or deliverables produced as a result of this subaward, including use of logos, as appropriate. As a general principle, subject to the rights of the federal government and with respect to any subject, invention, material, or deliverable in which the Pass-through Entity and the Subrecipient retain title resulting from this subaward, the federal government shall have a nonexclusive, nontransferable, irrevocable paid-up license to practice or have practiced for or on behalf of the United States the subject invention, material, or deliverable throughout the world. Metroplan and the Subrecipient will credit the Federal Awarding Agency on any materials, inventions or deliverables produced under the federal award and subaward.

Subrecipient's Initials: SJF

12. Termination.

a. This Agreement may be terminated at any time by either party, upon giving 30 days written notice to the non-terminating party. Metroplan reserves the right to cancel any Project without liability against Metroplan for any reason including, but not limited to, unreasonable delay or lack of progress, the Subrecipient's inability to provide an audit-worthy reason for the substantial delay in the Project development or completion process, or the Subrecipient's unresponsiveness to Metroplan's requests.

b. PERFORMANCE DEFICIENCIES: Metroplan may terminate this Agreement for the Subrecipient's failure to perform required actions or failure to submit acceptable deliverables as required herein. In the event Metroplan provides notice of deficiency under this Agreement, Subrecipient will have fourteen (14) days to cure identified deficiencies prior to termination.

c. REPAYMENT OF GRANT FUNDS: Once notified of termination by Metroplan, Subrecipient will immediately return all unexpended funds to Metroplan. Metroplan may require additional information regarding previously expended funds including a justification of use of funds for inadequate or insufficient deliverables. Should Subrecipient fail to complete any Project in accordance with Agreement or fail to adequately maintain or operate a Project until at least 2030, Metroplan and EPA may request return of any allocated funds from the applicable Project that has failed to comply with the terms of this Agreement.

d. NON-APPROPRIATION CLAUSE: This Agreement will be automatically terminated in the event that funds under FAIN 02F75801 are discontinued by the Federal Awarding Agency for any reason. Such termination will take effect upon receipt of written notice to the Subrecipient from Metroplan. If there is a need to settle on an early termination, partial payment up to the termination date would be determined by incurrence of allowable cost and available CPRG funds, upon review of the Subrecipient's records. This provision shall not be construed to abridge any other right of termination Metroplan may have.

13. Notice. Any notice required or deemed desirable to be given, shall be in writing and shall be delivered personally or sent by certified or registered mail, postage prepaid to the following addresses:

If to Metroplan:
Casey Covington
501 W Markham Suite B, Little Rock, AR 72201
ccovington@metroplan.org
(501) 372-3300

Secondary Metroplan:
Leesa Freasier
501 W Markham Suite B, Little Rock, AR 72201
lfreasier@metroplan.org
(501) 372-3300

Subrecipient's Initials: SJF

If to Subrecipient: Stephanine Orman
SW 14th Bentonville, AR 72712
sorman@bentonvillear.com
(479) 271-3112

14. **Liability to Others.** The Subrecipient agrees that it will be responsible to defend, and if valid, to satisfy claims against the Subrecipient, which result from the Subrecipient's performance of or failure to perform its duties under this Agreement, and subaward.
15. **Non-Exclusive Jurisdiction.** All disputes and claims relating to any provision of the Agreement or any covenant, representation, or warranty of either party, or the alleged breach thereof (including without limitation any claim that this Agreement or any provision thereof is illegal or is otherwise unenforceable or voidable under law) shall be settled by a court of competent jurisdiction located in Pulaski County, Arkansas.
16. **Entire Agreement.** This Agreement, including all attachments, contains the sole and entire agreement and understanding of the parties with respect to the subject matter hereof. Any and all prior discussions, negotiation, commitments and understanding relating thereto are hereby merged herein. This Agreement may be changed or modified only by writing and signed by the parties hereto, subject to the policies and approvals of Metroplan and the Federal Awarding Agency.
17. **Governing Law.** This Agreement, the relations, rights, and duties of the parties among themselves, and matters pertaining to them in this Agreement, shall be governed by and construed in accordance with the laws of the State of Arkansas.
18. **Indirect Cost Rate** (see § 200.332(b)(4)). The subrecipient's indirect cost rate based on a Federally Negotiated Indirect Rate Agreement is 43.7% for this agreement
19. **Closeout** (see § 200.332(b)(6)). Metroplan will determine whether all applicable administrative actions and all required work have been completed by the subrecipient at the end of the period of performance. If the Subrecipient fails to complete the requirements, the Federal Awarding Agency or Pass-Through Entity will proceed to closeout the award with the information available (§ 200.344). Metroplan will note if closeout relates to the end of a 12-month period and termination of subaward, or if the closeout relates to the end of a 12-month period and preparation for an upcoming continuation period.

    Metroplan must describe requirements for liquidation of financial obligations if the award is ending, or identification of carry-over of funds, if needed, to the next award period (§ 200.344(b)).

    Metroplan must include completion of any other required closeout activities, such as submission of deliverables, payments, if any, due to the Subrecipient from the Pass-through Entity, attribution to the federal agency and/or copyright or patent rights, and any accounting of real or personal property (§ 200.344(d) through (h)).

Subrecipient's Initials: SJF

Section 4. Subrecipient Requirements

1. **Flow Down Provisions.** The Subrecipient agrees to comply with all statutory, regulatory, and Executive Order requirements that apply to EPA funded projects per 2 CFR 200.332(b)(2). Requirements that flow down to Subrecipients are attached hereto as *Attachment D*, all of which are incorporated into this Agreement by reference.
2. **Use of Funds.** The Subrecipient agrees that the CPRG funds distributed to Subrecipient have been awarded specifically for completion of the Projects as required herein, not for Subrecipient to utilize until expended.
3. **Responsibilities.** The Subrecipient agrees to furnish the necessary resources, staff time, materials, services, and otherwise to do all things necessary for the performance of the work described in *Scope of Work / Deliverables*, which is incorporated into the Agreement as *Attachment A*, along with the *Budget* required for that performance, which is incorporated into the Agreement as *Attachment B*.
5. **Assurances.** The Subrecipient agrees to follow applicable EPA Standard Assurances that can be found at EPA's Guidance for Preparing Standard Operating Procedures and SF 424D: Assurances for Construction Programs and agrees to complete, execute, and deliver such document to Metroplan.
6. **Reimbursement Requests.** Reimbursement requests shall be submitted, at minimum, every three (3) months but not more than once per month.
7. **Reporting.** Subrecipient agrees to provide to the Lead Agency a monthly written status report regarding each Project. Lead Agency will determine due dates for report submittal. In accordance with the Federal Funding Accountability and Transparency Act (FFATA), if the award is subject to FFATA Subaward and Executive Compensation Reporting Requirements, then the terms and conditions of that award must link to the Operating Divisions' (OPDIV) website that houses the full text or include the full text of the reporting requirements.
8. **Measurement and Verification.** The Subrecipient accepts responsibility for the inspection, measurement, and documentation of pay items, and certification of all work in accordance with the plans and specifications for each Project and for monitoring the Subrecipient's general contractors and subcontractor(s) for compliance with the provisions of EPA-CPRG Required Contract Provisions, Federal Construction Contracts, and Supplements.
9. **Rebudgeting and Prior Approvals.** The Subrecipient is permitted to rebudget direct costs, if necessary, as described in the uniform guidance (§ 200.308) to better reflect spending requirements, subject to Metroplan written approval, and subject to the Federal Awarding Agency's policy and the uniform grant guidance that would define requirements for prior written approval (§ 200.407) before implementation.
10. **Responsibility for Project Costs.** The Subrecipient accepts responsibility for 100% of its suballocated Project costs incurred, a) should any Project not be completed as specified; b) should any Project be declared non-participating in federal funds, including any such award by the State Claims Commission; or c) should Subrecipient be determined ineligible by EPA.

Subrecipient's Initials: SJF

11. **Project Activities.** Subrecipient accepts responsibility for performing Project activities in accordance with the provided services which include environmental documentation and permitting, preliminary engineering, and inspection for the Projects. If the Subrecipient uses a consultant for any of these services, Subrecipient must notify Metroplan before any work is performed.
12. **Budget and Planning.** Subrecipient accepts responsibility for preparing and approving plans, cost estimates, and invoices, and making payments for each Project.
13. **Permits.** Subrecipient agrees to prepare the necessary environmental documentation and obtain all necessary permits as required by EPA and conduct any required public involvement meetings and public hearings.
14. **Planning Requirements.** Subrecipient agrees to ensure that the plans and specifications for each Project are developed consistent with federal, state, and local law and ensure that the plans and specifications comply with the American with Disabilities Act (ADA) and all other applicable federal, state, and local regulations, including airport clearance, when necessary, for the type of work involved.
15. **Maintenance and Operation.** The Subrecipient accepts responsibility for satisfactory maintenance and operation of all Project improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate any Project in accordance with EPA-CRPG requirements may result in the Subrecipient being required to repay federal funds. The Subrecipient agrees to retain total, direct control over the Projects throughout the life of Project improvements until at least 2050 and not, without prior approval from the EPA: a) sell, transfer, or otherwise abandon any portion of a Project; b) change the intended use of a Project; c) make significant alterations to any Project improvements constructed with EPA-CPRG funds; or d) cease maintenance or operation of a Project due to obsolescence.
16. **Disclosure of Information.** Any confidential or personally identifiable information (PII) acquired by the Subrecipient during the course of the subaward shall not be disclosed by the Subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of Metroplan, either during the term of the Agreement or in the event of termination of the Agreement for any reasons whatsoever. The Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federal supported projects.
17. **Management Fees.** Subrecipient is prohibited from using funds allocated through CPRG for paying management fees, as referenced in *Attachment D.*
18. **UEI and SAM Registration.** Subrecipient agrees to provide Metroplan and EPA with its Unique Entity Identifier (UEI) and agrees to maintain current registrations in the System for Award Management (SAM) (www.sam.gov) at all times during which it has active federal awards funded.
19. **ACORN.** Memorandum M-10-02 *(Attachment E)* guides the use of federal funds regarding the Association of Community Organizations for Reform Now (ACORN). *Attachment F* is an ACORN Funding Declaration. Subrecipient shall complete the bottom section of the declaration and return it to Metroplan with this signed Agreement.

Subrecipient's Initials:

20. **Negligence, Misconduct, or Acts of Omission.** The Subrecipient agrees that any and all claims for damages to property or injury or death to persons caused by any act of omission, negligence, or misconduct from the performance of work by Subrecipient's employees and/or its contractors on the Projects shall be the sole responsibility of the Subrecipient or the applicable contractor(s), as the case may be, and that Metroplan shall have no liability whatsoever for any such claims. In this regard the Subrecipient shall require any contractor and subcontractors on the Projects to procure and maintain a policy or policies of commercial general liability insurance during the duration of the Projects, which shall be endorsed to include broad form general liability and completed operations coverage in forms and amounts reasonably acceptable to Metroplan and which name Metroplan and Subrecipient as additional insureds. The contractors and subcontractors shall furnish Subrecipient and Metroplan with documentation of proof of liability insurance coverage as required hereunder with submission of a signed contract and thereafter at least annually (within thirty (30) days prior to expiration of the applicable policy). The Subrecipient agrees that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of Subrecipient or its employees, agents, or contractors in the performance of the Projects and this Agreement are obligations of Subrecipient or its contractors, as applicable. Further, Subrecipient agrees that Metroplan, as the Pass-through Entity, has no duty or responsibility for the design, construction, maintenance, or operation of the Projects, and therefore shall have no liability related to the design, construction, maintenance, or operation of the Projects. Subrecipient also agrees to assume all risks associated with the Project work to be performed by its agents, employees, and contractors under this Agreement and that Metroplan, as the Pass-through Entity, shall not be responsible or liable for any damages whatsoever from the actions or inactions of Subrecipient, its employees, agents, and contractors. Nothing set forth herein shall be construed as waiving any statutory immunity of Subrecipient.

    The Subrecipient agrees that such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Subrecipient understands and agrees that Metroplan may cause necessary funds to be withheld from the EPA-CPRG subaward if Subrecipient fails to complete any Project as specified or fails to adequately maintain or operate any Project.
21. **Nondiscrimination.** The Subrecipient agrees to assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), and Nondiscrimination in Federally-Assisted Programs of the Department of Transportation. The Subrecipient shall complete and submit to Metroplan an Equal Employment Opportunity Certification Form *(Attachment G)*.

Subrecipient's Initials: SJF

22. **Standards of Work.** The Subrecipient agrees to implement the subaward and perform pursuant to the requirements of the Agreement in a manner consistent with that level of care and skill ordinarily exercised by subrecipients currently practicing under similar conditions, particularly in reference to restricted or sponsored programs. The Subrecipient understands that this Agreement is being issued under a federal award, FAIN 02F75801, Program Code 5E, for the Project to be implemented by Metroplan. The Subrecipient agrees to be bound and abide by all applicable regulations contained herein, with regard to federal assurances and certifications including lobbying and debarment.
23. **Lobbying.** Subrecipients shall complete and submit to Metroplan a Certification Regarding Lobbying Form *(Attachment H).*
24. **Debarment.** Subrecipients shall complete and submit to Metroplan a Certification Regarding Debarment, Suspension, and Other Responsibility Matters *(Attachment I).*

Section 5. Lead Agency and Project Manager Requirements

Lead Agency: WCRC

1. **Project Manager.** The Subrecipient acting as Lead Agency agrees to notify Metroplan in writing who Subrecipient designates as its full-time employee to act as Project Manager to be in responsible charge of the day-to-day oversight of the Projects *(Attachment J: Form LPA-005).* If the designated full-time employee changes, the Subrecipient must promptly notify Metroplan by resubmitting Form LPA-005 for the newly designated Project Manager. The duties and functions of the employee in responsible charge are:
    a. Oversee Project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of the Projects;
    b. Maintain familiarity of day-to-day Project operations, including Project safety issues;
    c. Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
    d. During construction, visit and review the Projects on a daily basis;
    e. Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
    f. Direct Project staff or consultant to carry out Project administration and contract oversight, including proper documentation; and
    g. Be aware of the qualifications, assignments, and on-the-job performance of Project and consultant staff at all stages of the Projects.
2. **Reporting.** Lead Agency agrees to provide a monthly written status report to Metroplan regarding each Project. These monthly status reports are due at the end date of each month. If this date falls on a holiday or weekend, the reports are due the day before the holiday or weekend. After each quarter of the calendar year, the Lead Agency agrees to complete and submit to Metroplan a quarterly status report using the Metroplan template. This report will be due on the 15th of the month immediately following the end of each quarter.

Subrecipient's Initials: SJF

Section 6. Land Restoration or Stream Restoration Requirements

Responsible Subrecipient: WCRC

1. Subrecipient agrees to submit a certification letter (Form LPA-008), including all items noted, to Metroplan prior to initiation of work for each Project.
2. Subrecipient agrees to provide Metroplan a Quality Control Plan with an independent review of work performed.
3. Subrecipient agrees to ensure soil health, water quality, native vegetation, ecosystem connectivity, sustainable practices, monitoring, and maintenance practices guided by the specific laws and regulations of the Bureau of Land Management are followed.
4. If Subrecipient engages any contractors to perform a Project, the Subrecipient agrees to advertise for bids in accordance with all applicable federal procedures, including any applicable Flow Down provisions. After bids are opened and reviewed, Subrecipient agrees to submit to Metroplan a certification letter notifying Metroplan that a contractor has been selected to perform the applicable Project and identifying such contractor.
5. Subrecipient agrees to pay, prior to delinquency, all contractors for Project work accomplished in accordance with the plans and specifications for the applicable Project, and to promptly request reimbursement from Metroplan via invoice. Reimbursement requests shall be submitted, at minimum, every three (3) months but not more than once per month.
6. Subrecipient agrees to retain all records relating to inspection and certification of the Projects, the contractor's billing statements, and any other files necessary to document the performance and completion of the Project work in accordance with requirements of 2 CFR Part 200 – Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards.
7. Subrecipient agrees to promptly deliver to Metroplan from time to time upon request copies of (or full access to) all Subrecipient records pertinent to the Projects, including all contracts, subcontracts, billing, and payment records.

Section 7. Metroplan Responsibilities

Metroplan agrees to:

1. Reimburse Subrecipient an amount not to exceed $2,080,350.00 for land restoration, stream restoration, land preservation, and trail construction through the EPA-CPRG Program to the extent completed in accordance with the requirements of this Agreement.
2. Coordinate with Subrecipient for the duration of each Project.
3. Provide technical assistance and guidance related to EPA-CPRG criteria to Subrecipient for the duration of the Projects.
4. Provide, upon request, technical assistance on communication and promotional activities related to the Projects.

Subrecipient's Initials: SJF

5. Make periodic payments for reimbursable costs and expenses to Subrecipient for duly completed reimbursement requests that are submitted to Metroplan as and when required under this Agreement.
6. Maintain an administrative file for each Project and be responsible for administering CPRG funds.
7. Review documents; however, Subrecipient is responsible for meeting federal requirements and general compliance with 23 CFR 635.
8. Pay the remaining amount due upon completion of each Project and submittal of the certified Final Acceptance Report form (Form LPA-016, available at https://ardot.gov/divisions/local-programs/local-public-agency-project-manual/), subject to the availability of EPA-CPRG funds allocated for the Projects.
9. Review and concur on any changes to Project scope and coordinate with EPA-CPRG recommendations and criteria.
10. Coordinate with NWARPC to conduct bi-annual site visits to the Projects to verify that Project timelines, outcomes, outputs, and milestones are being met by Subrecipient.
11. Maintain accounting records to adequately support reimbursement with federal funds for reimbursable costs directly associated with its administration of the Projects.

Metroplan contacts for the CPRG Program are as follows:

Staff Member	Title	Phone	Email
Casey Covington	Executive Director	501-372-3330, ext. 108	ccovington@metroplan.org
Leesa Freasier	Grant Administrator	501-372-3300	lfreasier@metroplan.org
Bernadette Rhodes	Senior Regional Planner	501-372-3300, ext. 114	brhodes@metroplan.org

Section 8. Northwest Arkansas Regional Planning Commission Responsibilities

Northwest Arkansas Regional Planning Commission (NWARPC) agrees to:

1. Coordinate with Metroplan and Subrecipient to ensure the awarded CPRG funds to be implemented in Benton, Washington, and Madison Counties, as submitted to EPA in March 2024, are implemented and expended in Northwest Arkansas.
2. Assist and coordinate with Metroplan and Subrecipient in implementing the CPRG grant funding awarded to Northwest Arkansas Green Network projects.
3. Assist Metroplan and Subrecipient in processing, documenting, and approving any requested modifications to the 18 CPRG NWA Green Network Projects and two programs.
4. Provide NWARPC conference room space and general meeting support throughout the CPRG grant period to convene, collaborate, and communicate with Metroplan and Subrecipient on CPRG grant implementation.
5. Provide documents, photos, and site inspection as needed for NWA projects.
6. Coordinate with Metroplan to conduct periodic site visits to the Projects to verify projects timelines, outcomes, outputs, and milestones are being met by Subrecipient.

Subrecipient's Initials: SJF

NWARPC contacts for the CPRG Program are as follows:

Staff Member	Title	Phone	Email
Tim Conklin	Executive Director	479-751-7125, ext. 101	tconklin@nwarpc.org
Nicole Gibbs	Transportation Programs Manager/ Regional Planner	479-751-7125, ext. 105	ngibbs@nwarpc.org

Subrecipient's Initials: SJF

SIGNATURES

IN WITNESS WHEREOF, the parties thereto have executed this Agreement by their duly authorized officers to be effective this _____ day of January, 2025.

CERTIFICATION: The undersigned verifies that all funds provided through this Subaward Agreement will be used in accordance with the terms, provisions, and conditions hereof.

FOR METROPLAN

_____ _____

By Authorized Representative: Date

Casey Covington, Executive Director

FOR NWARPC

_____ _____

By Authorized Representative: Date

Tim Conklin, Executive Director

FOR WCRC

_____ _____

By Authorized Representative: Date

Sandi Formica

FOR SUBRECIPIENT

_____ _____

By Authorized Representative: Date

Stephanie Orman, Mayor

Subrecipient's Initials: SJF

ATTACHMENT A:
Scope of Work/Deliverables

The Subrecipient shall be responsible for completing the following scope of work for the Projects:

Land and Stream Restoration Project:

a. Procure engineering/design firm for creation of landscape restoration plans

b. Identify invasive and native plants across site, and level of rehabilitation needed to achieve referenced project

c. Develop land and stream treatment measures for invasive plant removal and native plant establishment

d. Conduct initial site assessment and gather reference reach data

e. Apply for all applicable local, state, and federal permits

f. Develop construction drawings

g. Create initial design that works with current conditions and possibility of revised future roadway conditions

h. Establish and maintenance of native landscape rehabilitation

i. Remove existing invasive plants

j. Perform all earthworks necessary for proposed landscape

k. Establish native vegetation and appropriate seasonal timing

l. Conduct regular project progress checks

m. Inspect invasive plants and conduct follow-up

n. Procure all materials necessary to construct the Projects

o. Construct channel restoration

p. Establish native vegetation as part of channel stabilization

Total for Land and Stream Restoration Project: $1,809,000.00

Subrecipient's Initials: SJF

Subrecipient contacts for this Scope of Work are as follows:

Staff Member	Title	Phone	Email
Sandi Formica	Executive Director	479-444-1916	wcrc@watershedconservation.org
Stephanie Orman	Mayor	479-271-3112	sorman@bentonvillear.com
Lisa Babington	Assistant to Mayor	479-271-3112	Mayor_assistant@bentonvillear.com

Attachment B. Approved Budget

Bentonville Razorback Greenway and Town Branch Creek Project

PROJECT COSTS	
Land Restoration	$248,000.00
Stream Restoration	$1,561,000.00
TOTAL	**$1,809,000.00**

PROJECT ADMINISTRATION	
Personnel	
Fringe	
Travel	
Supplies	
Equipment	
Other	
TOTAL	**$271,350.00**

GRAND TOTAL: **$2,080,350.00**

Lead Partner will submit a detailed project budget before funds are disbursed.

Subrecipient's Initials: SJF

Attachment C. Monitoring Plan

The subaward will be monitored using the following metrics and information collection.

Reporting Periods (Quarterly & Annually)	
# of meetings/presentations	
# of meeting attendees	
# of acres of open space preserved	
# of permits obtained	
Types of permits obtained	
# of wetland acres restored	
# of riparian acres restored	
Linear feet of streambank restored	
# of prairie acres restored	
# of tree seedlings planted	
# of community partners	
Provide list of partners	
# of linear feet of trail constructed	
# of trail amenities installed	
Type of trail amenities installed	
# of wayfinding signs installed	
Type of wayfinding signs installed	
# of LED/solar trail lighting installed	
VMT of nearest road that new trail offsets trips from	
% of investment benefiting LIDAC	
Provide a summary of activities and project progress this period.	
Describe any challenges or delays that could materially impact your ability to accomplish the outputs included in your subaward agreement.	
Financial monitoring provided based on invoices and completion of project phases.	
Environmental information collected in accordance with QAPP and OMB-approved government-wide standard information collections.	

Subrecipient's Initials: SJF

Attachment D. Flow Down Provisions

See https://www.epa.gov/sites/default/files/2020-11/documents/epa_subaward_cross_cutter_requirements.pdf
or most recently revised version of EPA's "Information on Requirements that Pass-Through Entities must 'Flow Down' to Subrecipients"

Subrecipient's Initials: SJF

Attachment E. ACORN Memo

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

THE DIRECTOR

October 7, 2009

M-10-02

MEMORANDUM FOR THE HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Peter R. Orszag
Director

SUBJECT: Guidance on section 163 of the Continuing Resolution regarding the Association of Community Organizations for Reform Now (ACORN)

This memorandum provides guidance to Executive Branch agencies regarding the implementation of section 163 of the Continuing Appropriations Resolution, 2010, Division B of Pub. L. No. 111-68 (CR), which states:

> SEC. 163. None of the funds made available by this joint resolution or any prior Act may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations.

Your agency must immediately commence all necessary and appropriate steps to comply with section 163. This includes the following:

- ***No future obligations of funds.*** No agency or department should obligate or award any Federal funds to ACORN or any of its affiliates, subsidiaries or allied organizations (collectively "affiliates") during the period of the CR. To the extent your agency already has determined that funds should be obligated or awarded to ACORN or its affiliates but has not yet entered into any agreement to provide such funds to ACORN or any of its affiliates, your agency should not provide such funds, or enter into any such agreements to do so. As section 163 makes clear, its prohibition applies not only to the funding that is made available by the CR, but also to the funding that was made available by previously enacted statutes. In addition, the text of section 163 is sufficiently broad to cover funding that was made available for fiscal year (FY) 2009 and prior fiscal years, as well as funding that is or will be made available for FY10.

- ***Suspension of grant and contractual payments.*** If your agency has an existing contract or grant agreement with ACORN or its affiliates, the agency should: (i) where permissible, immediately suspend performance of any obligations under the contract or agreement, including payment of Federal funds; and (ii) consult promptly with the agency's general counsel and, if necessary, the Office of Management and Budget

Subrecipient's Initials: SJF

Attachment F. ACORN Declaration

ACORN FUNDING DECLARATION

On the behalf of the organization identified below ("organization"), I hereby acknowledge that I have been provided a copy of Office of Management and Budget Memorandum M-10-02 and that said organization shall fully comply with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Pub. L. No. 111-68 (CR) which states:

> None of the funds made available by this joint resolution or any prior Act may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations.

I acknowledge that Federal grant or contract funding cannot be made to ACORN or its affiliates as a matter of law. I acknowledge that the organization as a Federal grant or contract recipient is prohibited from providing ANY federal funds to ACORN or its affiliates as subgrantees, subcontractors or other subrecipients. I acknowledge that the organization shall immediately notify DEQ of any existing subgrants, contracts or other subrecipient agreements, it may have with ACORN or its affiliates, as well as the measures that shall be taken by the organization to comply with this prohibition with regards to those subgrants, subcontracts or subrecipient agreements.

Signed on this 10th day of 2024.

Name of Organization: Watershed Conservation Resource Center

Sign [redacted] Title: Executive Director

Subrecipient's Initials: SJF

Attachment G. Equal Opportunity Certification Form

Please click on the link below and fill out the EEOP form.

https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/cert.pdf

Subrecipient's Initials: SJF

Attachment H. Certification Regarding Lobbying

Please click on the link below and fill out the Certification form.

https://www.epa.gov/system/files/documents/2021-08/epa_form_6600_06.pdf

Subrecipient's Initials: SJF

Attachment I. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Please click on the link below and fill out the Certification form.

https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/grants-loans/state-revolving-fund/documents/epa-5700-49-certification-of-debarment-suspension-etc.pdf

Subrecipient's Initials: SJF

Attachment J. Lead Agency Form (LPA-005)

Please click on the link below and fill out the Lead Agency form.

https://www.ardot.gov/wp-content/uploads/Form_LPA-005_Designating-Employee-in-Charge.pdf

Subrecipient's Initials: SJF

Attachment K. EPA Grant Agreement (02F75801)

See email attachment.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SUB-RECIPIENT AGREEMENT, UNDER THE CLIMATE POLLUTION REDUCTION GRANT, FOR TOWN BRANCH CREEK; AND FOR OTHER PURPOSES.

WHEREAS, Parks and Recreation requests to enter into a sub-recipient agreement with MetroPlan, Northwest Arkansas Regional Planning, and Watershed Conservation Resource Center for the Climate Pollution Reduction Grant;

WHEREAS, the sub-recipient agreement will be utilized for stream restoration, land preservation, and trail reconstruction for Town Branch Creek; and

WHEREAS, no City funds will be expended as part of this agreement.

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

Section 1: The Mayor and City Clerk are authorized to enter into a sub-recipient agreement with MetroPlan, Northwest Arkansas Regional Planning, and Watershed Conservation Resource Center allowing for stream restoration, land preservation, and trail reconstruction for Town Branch Creek;

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:	3/11/2025	**Submitted By:**	David Wright
Phone:	479.271.6813	**For Department(s):**	Parks and Recreation
Email:	dwright@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 Airspace Agreement with ARDOT for the Expressway Trail
Action Recommendation & Justification:	Resolution authorizing Mayor and City Clerk enter into an Airspace Agreement with Arkansas Department of Transportation for the Expressway Trail. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	There is no cost to the City for this agreement.
Amount for Approval:	$

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

Memo

To: City Council, Mayor Orman

From: David Wright, Parks and Recreation Director

Date: March 3, 2025

Re: Resolution authorizing Mayor and Clerk to enter into an Airspace agreement Arkansas Department of Transportation (ARDoT) for the Expressway Trail Mountain Bike Trail.

Parks and Recreation requests city council approval of an Airspace Agreement with ARDoT for the Expressway Trail.

The Expressway Trail is a mountain bike trail connecting the Slaughter Pen Mountain Bike Trail System north onto Lake Bella Vista Trails and the two (2) bike networks in Bella Vista. The trail provides a route for the high number of mountain bikers that encourages them to use the Greenway, providing a safer and less crowded feel for the Greenway.

This agreement comes to you for approval since the trail link is not indicated on our master trail map approved by council in 2021. However because this trail is not on our planned system, the Trailblazers have agreed to 100% construction and maintenance costs moving forward. This contract with the Trailblazers is currently being finalized and will be signed by both parties prior to this agreement being signed by Mayor Orman.

If you have any questions regarding this item, please email me at dwright@bentonvillear.com, or call 479.271.6813.

AIRSPACE PERMIT

THE CITY OF BENTONVILLE
US I-49 EXPRESSWAY TRAIL

CITY OF BENTONVILLE

This Airspace Permit ("Permit") is based upon the authority granted the Arkansas State Highway Commission ("Commission") in Ark. Code Ann. § 27-67-304(b) (Repl. 1994), and the Arkansas Department of Transportation ("ARDOT" or "Department"), pursuant to Commission Minute Order No. 2012-008, and is subject to the approval of the Federal Highway Administration ("FHWA"). The parties to this Permit are the Department and the City of Bentonville, Arkansas ("City"). The City has requested use of certain lands owned by the Commission, as more particularly shown on vicinity location aerials in Exhibit "C", described in the legal descriptions contained in Exhibit "A", and their corresponding construction plans contained in Exhibit "B", for an expressway trail that does not interfere with the public use of the property for highway purposes. This Permit shall supersede and replace all terms and conditions of any previous agreement between the City and the Department governing the use of the properties set forth in the Exhibits hereto and made a part hereof, if any.

The City proposes to construct and assume maintenance of a "Bike Trail" along Interstate 49 in Benton County, known as the City of Bentonville US I-49 Expressway Trail, to be constructed on and near the locations set forth as Exhibit "C". The Department's District Engineer has made a preliminary determination that such use will not interfere with the public use of the property for highway purposes. However, any final determination of such issue will not be made until detailed plans and specifications of the improvements the City proposes to make have been submitted to the District Engineer for final approval. The Commission will retain all right, title,

interest, supervision, and jurisdiction in, to, and over such lands. This Permit is a license only and does not convey or create any interest on the part of the City as to the lands set forth in Exhibit "A".

The City further proposes to construct and assume maintenance of the proposed City of Bentonville US I-49 Expressway Trail by making improvements to Interstate 49 in Benton County on and near the locations set forth in Exhibit "C". The Department's District Engineer has made a preliminary determination that such use will not interfere with the public use of the property for highway purposes. However, any final determination of such issue will not be made until detailed plans and specifications of the improvements the City proposes to make have been submitted to the District Engineer for final approval. The Commission will retain all right, title, interest, supervision, and jurisdiction in and over such lands. This Permit is a license only and does not convey or create any interest on the part of the City in the lands set forth on Exhibit "A".

In addition, the City proposes to construct and assume maintenance of the proposed City of Bentonville US I-49 Expressway Trail on and near the locations set forth in Exhibit "C". The Department's District Engineer has made a preliminary determination that such use will not interfere with the public use of the property for highway purposes. However, any final determination of such issue will not be made until detailed plans and specifications of the improvements the City proposes to make have been submitted to the District Engineer for final approval. The Commission will retain all right, title, interest, supervision, and jurisdiction in and over such lands. This Permit is a license only and does not convey or create any interest on the part of the City in the lands set forth on Exhibit "A".

The City understands and agrees that all costs will be borne by the City, that it will be responsible for all Federal Emergency Management Agency (FEMA) and U.S. Army Corps of Engineers (Corps) permits, if any, and construction will be in accordance with the requirements contained in and on Exhibit "B". The Commission will retain all right, title and interest in and to

such lands. This Permit is a license only and does not convey or create any interest on the part of the City in and to the lands described herein.

The Department hereby authorizes, subject to final approval and concurrence by the FHWA, the Commission, ARDOT, and the District Engineer, the City to use the property set forth in Exhibit "A" ("Property") for the terms, purposes and conditions herein set forth:

1) This Permit is expressly contingent upon the approval and concurrence of the FHWA and submission of final plans, specifications of the proposed improvements to the District Engineer, and his issuance of a permit to the City approving its plans and authorizing it to proceed with construction of such permitted improvements.

2) This Permit shall be effective immediately upon its execution by the parties and is intended to be perpetual, beginning immediately upon its execution and subject to the terms and conditions contained herein, provided however, that either party shall have the right to terminate this Permit, with or without cause, upon sixty (60) days written notice to the other party.

3) The City shall use the Property only to construct a bike trail along Interstate 49, which landscaping, irrigation, lighting and signage shall be shown on plans submitted to, and approved by the District Engineer, by issuance of a permit therefore, or such other use as is expressly approved in advance and in writing by the District Engineer. Facilities and improvements presently in place and approved under previous agreements between the Department and the City shall be deemed approved.

4) The City shall not use the Property in any way that interferes with the Property's use for highway purposes. The City shall not access the property for maintenance from the shoulders or embankments of Interstate 49.Notwithstanding any other provision regarding termination of this Permit, this Permit shall terminate upon five (5) days written notice to the City of Bentonville, Arkansas, in the event that the City's use of the Property is changed without the prior written consent

of the FHWA and the Department.

5) All improvements, excavation, construction, and any other condition on the Property shall comply with the then-current ARDOT Standard Specifications, where applicable, including those related to maintaining traffic flow and signs, and shall be subject to the approval of the ARDOT District Engineer for the area. All such improvements, excavation, construction, and other conditions shall also be subject to FHWA concurrence where and if applicable.

6) No permanent or temporary improvements or alterations shall be made in, on, or upon the site without the written consent and approval of the FHWA and the District Engineer.

7) The City shall be solely and exclusively responsible for all costs associated with the removal, modification, or relocation of any utility within the Property, which is caused by the City's use of the Property.

8) The City shall be solely and exclusively responsible for payment of all taxes and assessments that may be legally assessed on the Property as a result of any Permit issued hereunder.

9) No signs, displays, or devices, may be placed within the right of way without the written consent of the District Engineer. No signs, displays, or devices, other than traffic control signs complying with the FHWA Manual on Uniform Traffic Control Devices, shall be erected on the Property unless specifically permitted by the District Engineer. All signs during the construction and maintenance on the Property shall conform to the FHWA Manual on Uniform Traffic Control Devices, as amended. This paragraph shall not be construed to allow the placement of any signs without the permission of the District Engineer.

10) The City, at its sole expense, shall keep and maintain the greenway at all times in an orderly, clean, safe, and sanitary condition. The City shall comply with all applicable federal, state, and local laws, ordinances and regulations while using, or in possession of the Property, including without limitation all environmental laws and regulations and FHWA regulations regarding the

Property's use.

11) The City shall submit all construction plans for any proposed improvements on the Property for approval by the District Engineer prior to commencing any work. Any work performed by the City on the Property shall not unduly interfere with the flow of traffic.

12) The City agrees to occupy and use the Property at its own risk and expense.

13) The City does not waive its sovereign statutory immunity, but acknowledges that the City has full legal responsibility for the proper design, construction, maintenance and operation of this multi-use trail along Interstate 49 rights of way. The City acknowledges that the Highway Department and Highway Commission have no duty or responsibility to users of this multi-use trail, and therefore, can have no liability related to the design, construction, maintenance or operation of this expressway trail.

14) The Commission, the Department, and the FHWA, and any officer, employee or agent thereof, retain and shall have the right to enter the Property at any time without notice to the City.

15) The Commission and Department reserve, and shall have the right, at their sole discretion, to take immediate possession of the Property in case of any national or other emergency (including temporary emergencies such as weather emergencies, traffic accidents, hazardous material spills and any other such events that may be hazardous or obstruct traffic), and for the protection and maintenance of the highway facility, in which event the terms of this Permit shall be suspended.

16) If the City violates any of the conditions contained in this Permit, or if the City discontinues use of the Property for more than sixty (60) days, the Department may, without notice, declare any Permit issued hereunder terminated.

17) Upon termination of this Permit, or any permit issued hereunder, for any reason,

the City shall peaceably surrender the Property to the Commission in good order and repair, excepting reasonable use and wear thereof, damage by earthquake, fire, public calamity, the elements, or other unavoidable casualty. The Property shall be restored to its previous condition at the expense of the City; provided, if any improvements are not removed after thirty (30) days written notice from the Department to the City, the Department may: (a) proceed to remove the improvements and restore the Property, and the City shall pay the Department upon demand the reasonable cost of removal and restoration; or, (b) the Commission may, in its sole and absolute discretion, elect to declare the improvements property of the Commission, whereupon all right, title and interest of the City therein shall forthwith terminate and vest in the Commission. No cost shall be attributed to the FHWA under any part of this Permit.

18) This Permit may not be assigned, and all obligations and duties of the City hereunder shall be considered non-delegable. However, the City may contract with third parties to provide services such as maintenance, repair, and upkeep obligations as is done in the City's normal course of business with the City maintaining oversight of said third party servicers.

19) The City, as a part of the consideration hereof, does hereby covenant and agree that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities on account of race, color, sex, national origin, or disability, and that in the construction of any improvements on, over, and under the Property, and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on account of race, color, sex, national origin, or disability. The City further covenants that it shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Effectuation of Title VI of the Civil Rights Act of 1964, as amended. In the event of breach of any of the

nondiscrimination covenants, the Department shall have the right to terminate this Permit or any permit issued hereunder without further notice.

20) The Property shall retain its character as a public right of way and the City may not charge any person a fee of any kind whatsoever to enter or use the Property, outside of normal registration fees for City races or other events put on by the City's Parks and Recreation Department and charged in the City's normal course of business, nor permit or sublease the exclusive use of the Property to any individual, entity, association, or organization of any kind whatsoever. No registration fees may be collected, nor shall any vending be allowed within the area of the Property.

21) It is understood that the granting of this Permit to the City of Bentonville, Arkansas, does not impair or relinquish the Commission's right to use the Property for right of way purposes for the construction, maintenance, or reconstruction of the traffic facility, nor shall use of the land under this Permit ever be construed as abandonment by the Commission of land acquired for highway purposes. The permitted use by the City shall remain subordinate to the Commission's ownership and use of the property for highway purposes.

22) It is understood by the parties that this Permit may be executed in any number of copies, each of which shall be deemed an original.

23) The City, the Commission, and ARDOT, mutually recognize that each party enjoys sovereign immunity and are subject to the provisions of state law. The parties hereby mutually agree that each is, and may be held, severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided by law. Each party agrees to severally bear all costs of investigation and defense of claims and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or

construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the respective laws. Any claims brought against the Commission or ARDOT are under the exclusive jurisdiction of the Arkansas State Claims Commission.

Executed on this ___day of _____, 20__.

ARKANSAS DEPARTMENT
OF TRANSPORTATION,
PERMITOR

By : _____
Jared Wiley,
Director of Highways
and Transportation

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss
COUNTY OF PULASKI)

BE IT REMEMBERED that on this day came before the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting, Jared Wiley, to me well known as the Director of the Arkansas Department of Transportation, who stated that he had executed the foregoing Airspace Permit for and on behalf of the Arkansas State Highway Commission, for the consideration and purposes therein mentioned and set forth and was authorized so to act by proper resolution of the Commission in Minute Order No. 2012-008, dated the _____day of _____, 20__.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20__.

_____
NOATARY PUBLIC

My Commission Expires: _____

Executed on this____ day of _____, 20__.

CITY OF BENTONVILLE, ARKANSAS,
PERMITEE

By: _____

_____, Mayor

By: _____

_____, City Clerk

ACKNOWLEDGMENT

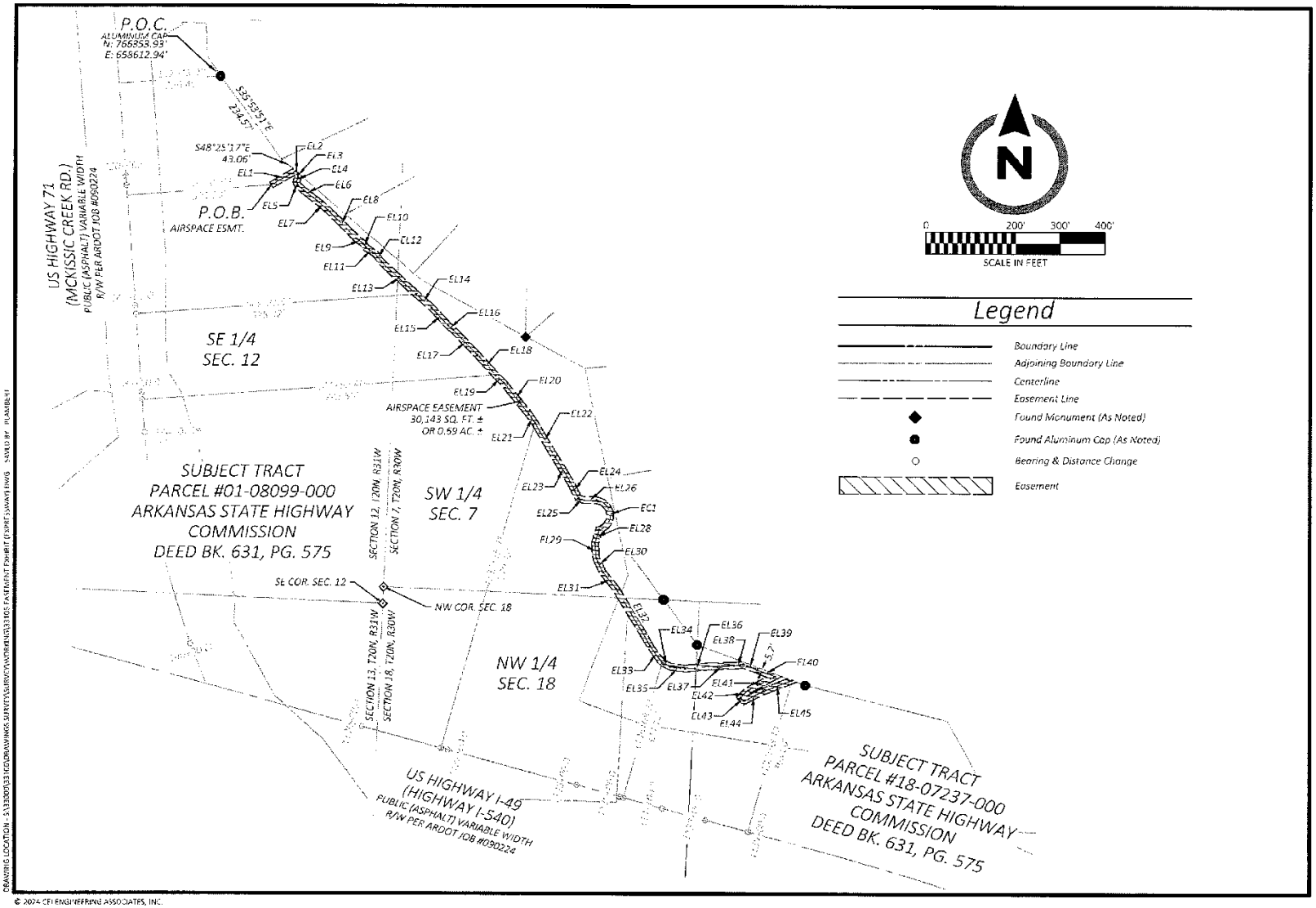
STATE OF ARKANSAS)
)ss
COUNTY OF)

BE IT REMEMBERED that on this day came before the undersigned, a Notary Public, duly commissioned, qualified and acting within and for said County and State aforesaid, the within named _____ and _____, to me well personally well known, who stated that they were the Mayor and the City Clerk, respectively, of the City of Bentonville, Arkansas, and were duly authorized in their capacities to execute the foregoing instrument for and in the name of and on the behalf of said City of Fayetteville, Arkansas, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20___.

_____
NOTARY PUBLIC

My Commission Expires:_____



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CEI
Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
2602 NE 8TH ST, SUITE 300
BENTONVILLE, AR 72712
PHONE: (479) 273-9612
FAX: (479) 273-9614
CORPORATE TBPELS FIRM #10003500

3030 LBJ FREEWAY, SUITE 920
DALLAS, TX 75234
PHONE: (972) 488 3737
FAX: (972) 488 0732

Airspace Easement Exhibit (Expressway)
Trailblazers NWA
US Highway 71 and Interstate 49
City of Bentonville, Benton County, Arkansas

PROFESSIONAL OF RECORD	WGG
DESIGNER	SPI
FIELD WORK	KDM
CEI PROJECT NUMBER	33106
DATE	11/4/2024
REVISION	REV-3

Exhibit
SHEET TITLE

SHEET NUMBER
1 OF 2

Easement Property Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
EC1	35.29'	95.05'	154°20'10"	S4°46'34"E	68.81'

Easement Property Line Table		
Line #	Direction	Length
EL1	N59°58'32"E	63.75'
EL2	S48°25'17"E	7.34'
EL3	S03°36'16"W	10.19'
EL4	S16°57'16"W	10.68'
EL5	S22°09'23"E	8.84'
EL6	S50°51'47"E	54.23'
EL7	S50°01'19"E	32.38'
EL8	S43°58'26"E	91.01'
EL9	S52°47'07"E	20.26'
EL10	S34°16'44"E	11.48'
EL11	S55°54'39"E	22.81'
EL12	S37°23'51"E	25.58'
EL13	S46°41'08"E	107.75'
EL14	S48°35'57"E	47.11'
EL15	S41°38'57"E	55.27'
EL16	S51°52'41"E	14.97'
EL17	S42°58'08"E	80.26'
EL18	S41°13'20"E	62.18'
EL19	S45°52'46"E	24.90'
EL20	S38°09'17"E	90.18'

Easement Property Line Table		
Line #	Direction	Length
EL21	S33°41'24"E	26.50'
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EL23	S29°57'31"E	66.92'
EL24	S25°49'35"E	39.94'
EL25	S68°54'49"E	14.08'
EL26	S89°53'23"E	28.04'
EL28	S16°17'13"W	32.58'
EL29	S05°10'15"E	34.91'
EL30	S24°02'37"E	34.36'
EL31	S38°12'24"E	48.55'
EL32	S30°00'08"E	151.69'
EL33	S35°59'51"E	48.62'
EL34	S62°04'59"E	19.67'
EL35	S81°53'57"E	34.54'
EL36	N83°28'28"E	52.72'
EL37	N88°55'56"E	55.51'
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EL39	S68°09'56"E	34.07'
EL40	S69°21'49"E	42.04'
EL41	S61°32'36"W	67.43'

Easement Property Line Table		
Line #	Direction	Length
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EL45	N68°12'34"E	68.66'

AIRSPACE EASEMENT DESCRIPTION

A 15-foot Airspace Easement, being a part of the Southeast Quarter (SE 1/4) of Section 12, Township 20 North, Range 31 West, also being a part of the Southwest Quarter (SW 1/4) of Section 7, also being a part of the Northwest Quarter (NW 1/4) of Section 18 all in Township 20 North and Range 30 West, Benton County, Arkansas. Said easement being 7.5 feet on either side of the centerline described by the metes and bounds as follows:

COMMENCING at an aluminum capped rebar perpendicular and 226.40 feet offset right of station 152+13.99 on the East Right-of-Way of US Highway 71 per ARDOT Job #090224;
THENCE along said East Right-of-Way, South 35°53'51" East, 234.57 feet;
THENCE continuing along said Right-of-Way, South 48°25'17" East, 43.06 feet;
THENCE leaving said Right-of-Way, South 59°58'32" West, 63.75 feet to a point perpendicular and 321.93 feet offset right of station 149+55.03, also being the POINT OF BEGINNING
THENCE North 59°58'32" East, 63.75 feet to said East Right-of-Way;
THENCE along said Right-of-Way, South 48°25'17" East, 7.34 feet;
THENCE leaving said Right-of-Way, South 03°36'16" West, 10.19 feet;
THENCE South 16°57'16" West, 10.68 feet;
THENCE South 22°09'23" East, 8.84 feet;
THENCE South 50°51'47" East, 54.23 feet;
THENCE South 50°01'19" East, 32.38 feet;
THENCE South 43°58'26" East, 91.01 feet;
THENCE South 52°47'07" East, 20.26 feet;
THENCE South 34°16'44" East, 11.48 feet;
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THENCE South 42°58'08" East, 80.26 feet;
THENCE South 41°13'20" East, 62.18 feet to a point perpendicular and 793.55 feet offset right of station 144+82.40;
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THENCE Southerly, on a curve to the right, 95.05 feet, having a radius of 35.29 feet, through a central angle of 154°20'10", having a chord bearing and distance of South 04°46'34" East, 68.81 feet;
THENCE South 16°17'13" West, 32.58 feet;
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THENCE South 38°12'24" East, 48.55 feet;
THENCE South 30°00'08" East, 151.69 feet;
THENCE South 35°59'51" East, 48.62 feet to a point perpendicular and 324.12 feet offset left of station 1136+08.22;
THENCE South 62°04'59" East, 19.67 feet;
THENCE South 81°53'57" East, 34.54 feet;
THENCE North 83°28'28" East, 52.72 feet;
THENCE North 88°55'56" East, 55.51 feet;
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THENCE North 68°12'34" East, 68.66 feet to the termination of said Centerline perpendicular and 363.60 feet offset left of station 1138+98.19.

The sidelines of said strip of land shall be prolonged or shortened to terminate on the Northeasterly Right-of-Way of Highway 71.

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2600 NE 14TH ST, SUITE 200
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 175-0804
CORPORATE "BPELS FIRM #20038500
3030 LBJ FREEWAY, SUITE 990
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Airspace Easement Exhibit (Expressway)
Trailblazers NWA
US Highway 71 and Interstate 49
City of Bentonville, Benton County, Arkansas

PROFESSIONAL OF RECORD	WGG
DESIGNER	EPL
FIELD WORK	KDM
CEI PROJECT NUMBER	33106
DATE	11/4/2024
REVISION	REV-0

Descriptions and Tables
SHEET TITLE

SHEET NUMBER
2 OF 2

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DRAWING LOCATION: X:\33106\03 SURVEY\SURVEY WORKING\33106 EASEMENT EXHIBIT (EXPRESSWAY).DWG - SAVED BY: EVANSEPL

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PROFESSIONAL OF RECORD	WGS
DESIGNER	EPL
FIELD WORK	KDM
CEI PROJECT NUMBER	33106
DATE	11/4/2024
REVISION	REV-0

Descriptions and Tables

SHEET TITLE

SHEET NUMBER

2 OF 2

DRAWING LOCATION: S:\33XXX\33106\DRAWINGS\SURVEY\WORKING\33106 EASEMENT EXHIBIT (EXPRESSWAY).DWG - SAVED BY - AACBENT

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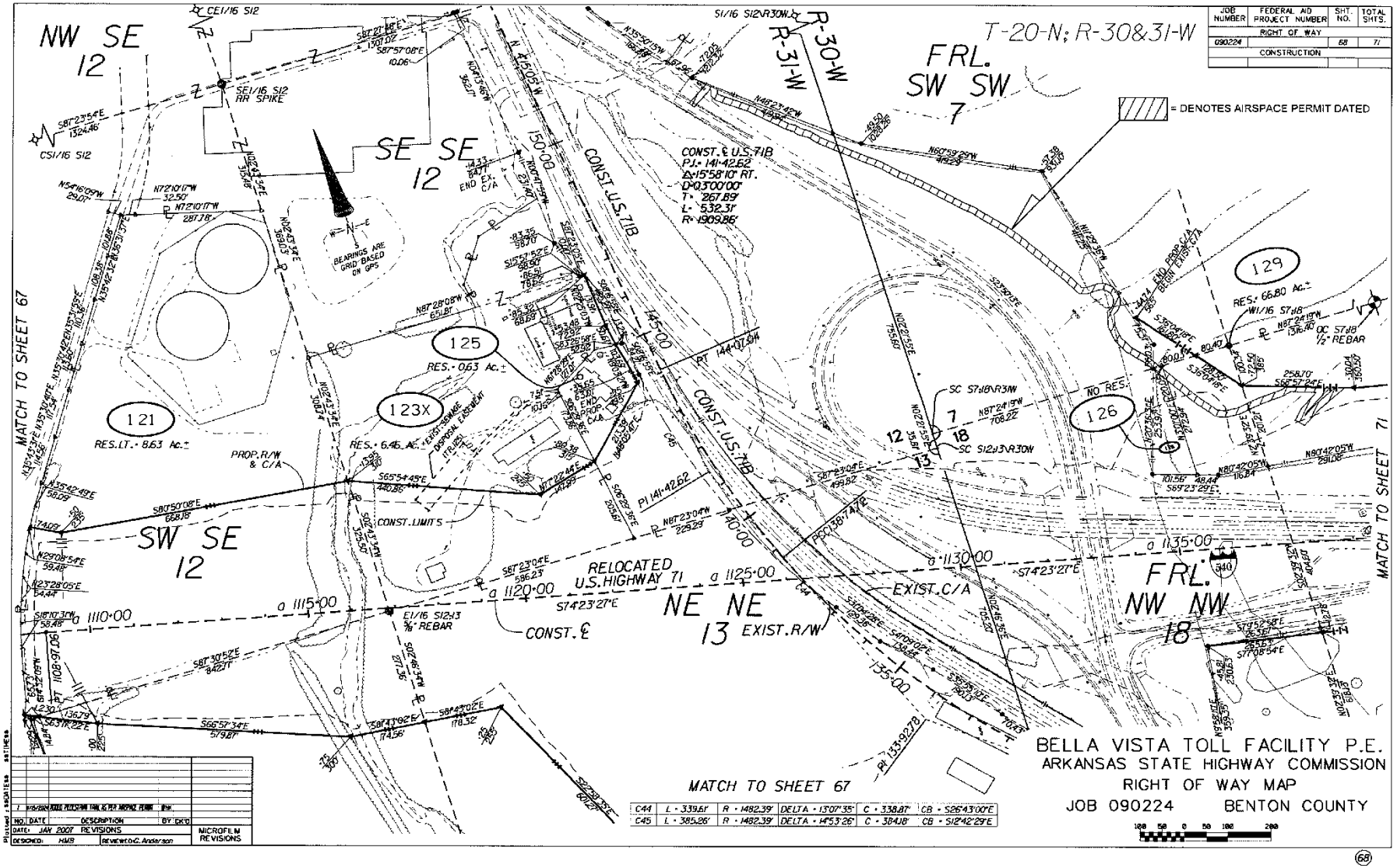
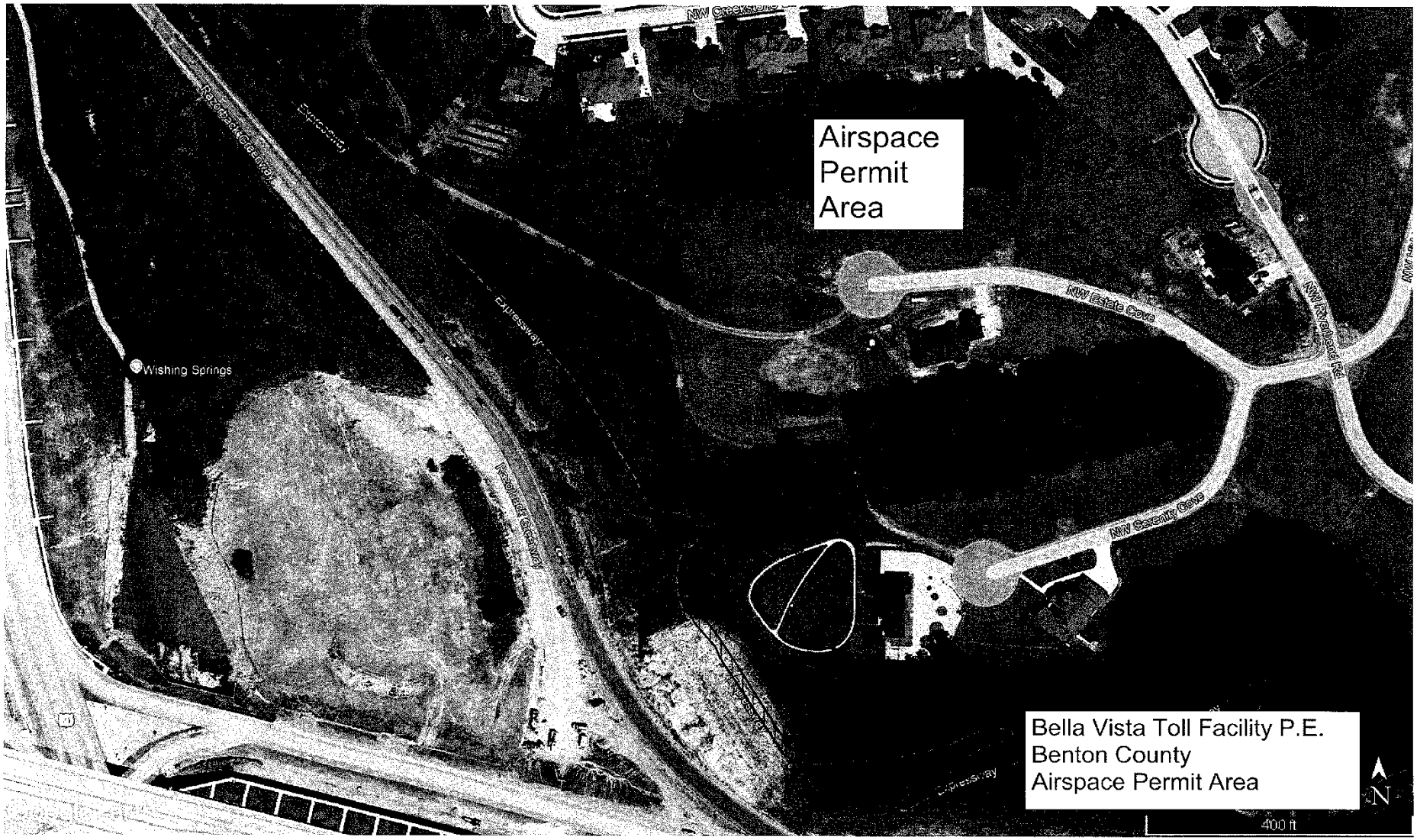
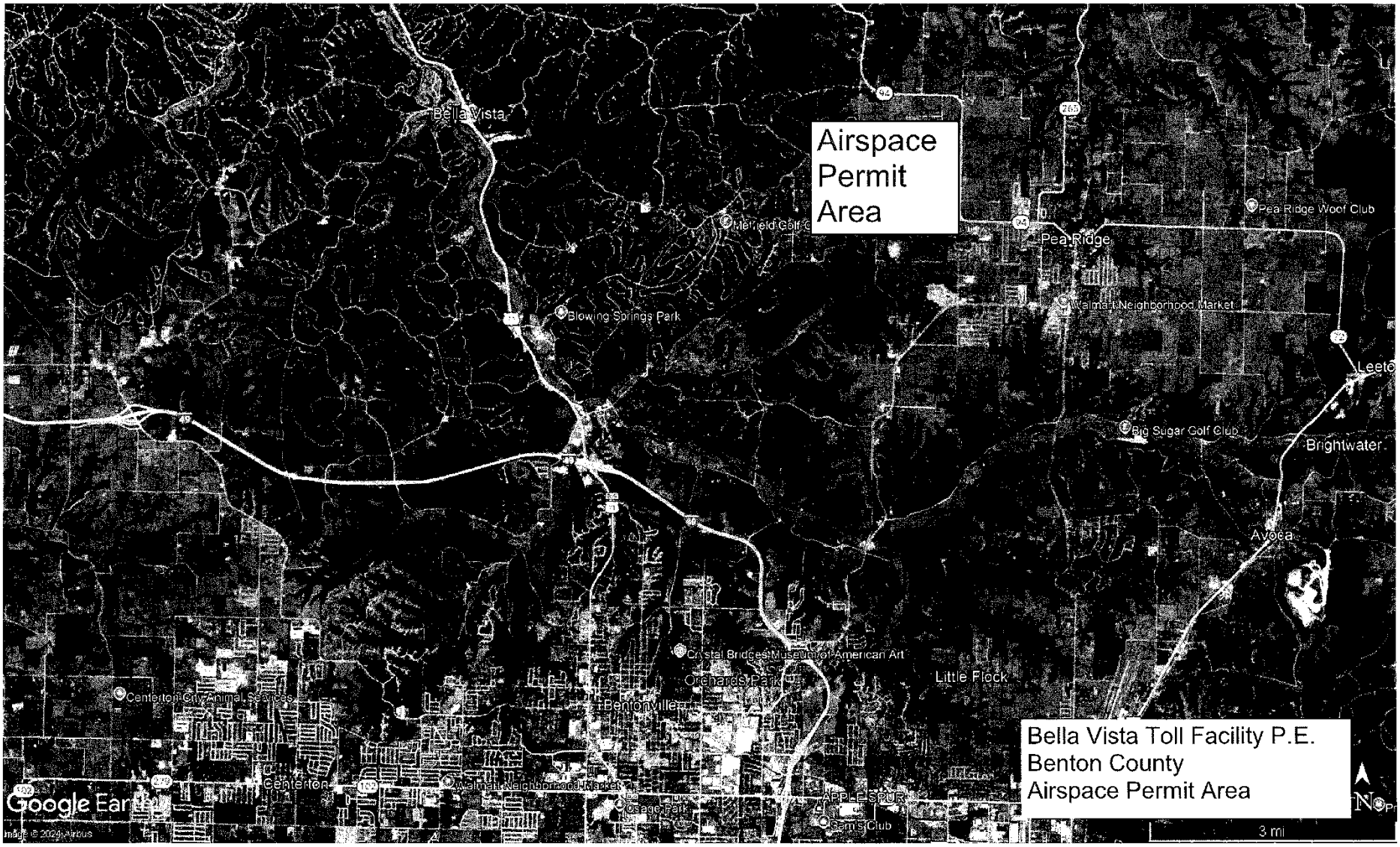

NW SE 12
SE SE 12
SW SE 12
NE NE 13
FRL. SW SW 7
FRL. NW NW 18
T-20-N; R-30&31-W
R-30-W
R-31-W
= DENOTES AIRSPACE PERMIT DATED
CONST. ℄ U.S. 71B
P.I.= 141+42.62
Δ=15°58'10" RT.
D=03°00'00"
T= 267.89'
L= 532.31'
R= 1909.86'
CONST. U.S. 71B
RELOCATED U.S. HIGHWAY 71
EXIST. R/W
EXIST. C/A
CONST. ℄
CONST. LIMITS
PROP. R/W & C/A
MATCH TO SHEET 67
MATCH TO SHEET 71
125
RES.= 0.63 Ac.±
123X
RES.= 6.46 Ac.±
121
RES.LT.= 8.63 Ac.±
126
NO RES.
129
RES.= 66.80 Ac.±
BELLA VISTA TOLL FACILITY P.E.
ARKANSAS STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
JOB 090224 BENTON COUNTY
JOB NUMBER 090224
FEDERAL AID PROJECT NUMBER
RIGHT OF WAY
CONSTRUCTION
SHT. NO. 68
TOTAL SHTS. 71
C41 L=339.61' R=1482.39' DELTA=13°07'35" C=338.87' CB=S26°43'00"E
C45 L=385.26' R=1482.39' DELTA=14°53'26" C=384.18' CB=S12°42'29"E
DESIGNED: HMB
REVISIONS
MICROFILM REVISIONS


Airspace
Permit
Area
Wishing Springs
NW Estate Cove
NW Security Cove
Bella Vista Toll Facility P.E.
Benton County
Airspace Permit Area
N
400 ft


Airspace
Permit
Area
Bella Vista
Pea Ridge
Pea Ridge Woof Club
Blowing Springs Park
Walmart Neighborhood Market
Big Sugar Golf Club
Brightwater
Avoca
Crystal Bridges Museum of American Art
Orchards Park
Little Flock
Bentonville
Centerton City Animal Services
Centerton
Walmart Neighborhood Market
Osage Park
APPLE SPUR
Sam's Club
Google Earth
3 mi
Bella Vista Toll Facility P.E.
Benton County
Airspace Permit Area

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AIRSPACE AGREEMENT, WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION, FOR THE EXPRESSWAY TRAIL; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation Department requests authorization to enter into an airspace agreement with Arkansas Department of Transportation for the Expressway Trail;

WHEREAS, the Expressway Trail is a mountain bike trail connecting the Slaughter Pen Mountain Bike Trail System north onto Lake Bella Vista and the two (2) bike networks in Bella Vista; and

WHEREAS, there is no cost to the City 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 hereby authorized to enter into an airspace agreement with Arkansas Department of Transportation, for the Bentonville Parks and Recreation Expressway Trail;

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:	3/11/2025	**Submitted By:**	Chief Ray Shastid
Phone:	479-271-3170	**For Department(s):**	Police Department
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:	Resolution to Recognize and Accept a JAG Grant for Additional Police Equipment
Action Recommendation & Justification:	Resolution to recognize and accept a Edward Byrne Memorial Justice Assistance Grant in the amount of $12,228.00. A budget adjustment is needed to recognize the funds.
Additional Comments for Consideration (Optional):	JAG funds (15PBJA-24-GG-04839-JAGX) will be used to purchase 3 Assault Shield IIA's (3x $1,942.92=$5,829.00) to assist and protect officers and civilians as needed in the line of duty. The department will also use funds to purchase one electric bicycle ($6,249.00) and the required Police helmet ($150.00) for the rider, to further aid the bike officer program. These three categories total $12,228.00 in funding.
Amount for Approval:	**$** 12,228.00

Budget Impact

Is this Item Budgeted? ☐ YES ☑ NO ☐ ITEM HAS NO COST ☑ OTHER: JAG Funds (Grant)

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

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102010-33110	Federal Grant Account	$	$12,228.00
102010-42510	Minor Equipment	$12,228.00	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2024 JAG funding on behalf of the unit of local government.

_____ _____
Signature of Chief Executive of the Applicant Unit of Local Government — Date of Certification

_____ _____
Printed Name of Chief Executive — Title of Chief Executive

_____
Name of Applicant Unit of Local Government

ESTIMATE

B & M Strategic Solutions
2001 Oak Trail Rd
Bentonville, AR 72712

mmeadors924@gmail.com
+1 (479) 530-0697

Bill to
Captain Tony Marveggio
Bentonville Police Department
908 SE 14th Street
Bentonville, Arkansas 72712
United States

Ship to
Captain Tony Marveggio
Bentonville Police Department
908 SE 14th Street
Bentonville, Arkansas 72712
United States

Shipping info
Ship via: FedEx
TBD

Estimate details
Estimate no.: 1145
Estimate date: 02/01/2025
Expiration date: 07/31/2025

#	Product or service	SKU	Description	Qty	Rate	Amount
1.	**Assault Shield IIIA**	ASLT-24X40-IIIA-Aslt-WVP	24" x 40" - With Viewport, Assault Shield, Assault Tri-Grip Handle- 18.25 lbs.	3	$1,734.36	$5,203.08
2.	**Shipping and Handling**			1	$120.00	$120.00

Subtotal	$5,323.08
Sales tax	$505.69
Total	**$5,828.77**
Expiry date	07/31/2025

Note to customer
Price after February 1.

Accepted date

Accepted by

Volcanic Bikes
PO Box 526
Boys Town, NE 68010
(509) 427-8623
info@volcanicbikes.com
www.volcanicbikes.com

Estimate

ADDRESS
Chief Ray Shastid Bentonville Police Department 908 SE 14th St Bentonville, AR 72712 USA

SHIP TO
Chief Ray Shastid Bentonville Police Department 908 SE 14th St Bentonville, AR 72712 USA

ESTIMATE #	DATE	
2657683	01/21/2025	

SALES REP
Cam Newton

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Volcanic eBike 29" Police Ready	eBike 1x11 34t Wheel Size: 29" Frame Size: LARGE Frame Color: Black Bosch Mid Drive Shimano XT 11s FSA Cranks (34t) Brakes: Shimano XT Hydraulic Brakes (M8120) Wheels: DT Swiss Accessories Included: Topeak MTX Trunk Bag DX-POLICE Topeak MTX Explorer Disc Rack 29" Niterider Lighting System w/Taillight Niterider Siren	1	5,999.00	5,999.00
	Freight / Shipping	FedEx Ground	1	250.00	250.00
	Sales Tax	Sales Tax calculated by AvaTax on Tue Jan 21 04:14:39 UTC 2025	1	0.00	0.00T

Final assembly and tuning required by a trained bicycle mechanic.
Purchaser is required for complying with sales tax requirements in the state the order is being shipped to.
Pay by phone convenience fee will be applied to your total for credit card payments.

SUBTOTAL	6,249.00
TAX	0.00
TOTAL	**$6,249.00**

Accepted By

Accepted Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A JUSTICE ASSISTANCE GRANT, IN THE AMOUNT OF TWELVE THOUSAND TWO HUNDRED TWENTY-EIGHT DOLLARS ($12,228.00); ADJUSTING THE 2025 BUDGET TO RECOGNIZE AND APPROPRIATE SAID GRANT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department requests approval to accept a grant, in the amount of twelve thousand two hundred twenty-eight dollars ($12,228.00), from an Edward Bryne Memorial Justice Assistance Grant;

WHEREAS, this grant will be used to purchase (3) Assault Shield IIA's, (1) Electric Bicycle, and the required Police helmet for the rider; and

WHEREAS, a budget adjustment is needed to recognize funds and reallocate the monies into the appropriate account.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement for a Justice Assistance Grant, in which Bentonville Police Department will receive twelve thousand two hundred twenty-eight dollars ($12,228.00);

Section 2: The 2025 Budget is hereby adjusted to recognize said grant funds into Account #102010-33110 – Federal Grants;

Section 3: The 2025 Budget is further adjusted to appropriate the same into Account #102010-42510- Minor Equipment;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

_____
Stephanie Orman, MAYOR

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/11/2025	**Submitted By:**	Bart Mahony - Manager
Phone:	479-271-5945	**For Department(s):**	Public Works Maintenance
Email:	bmahony@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 IFB-25-05 for Bi-weekly Mowing of City Interchanges Within City Limits
Action Recommendation & Justification:	A Resolution awarding bid IFB-25-05 to Luttrell Enterprises for the bi-weekly mowing of Arkansas Interstate Interchanges within Bentonville city limits. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This agreement may be extended up to three (3) consecutive years upon mutual agreement of both parties and Council allocating funding. Luttrell Enterprises is the second lowest bidder. The lowest bidder did not provide valid liability insurance current for the contracted time frame.
Amount for Approval:	**$** 7,560.35 per cycle

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	2/11/25	Time of Bid Opening:	1:00 PM	IFB-25-05

Solicitation Title: Mowing, Trimming, and Trash Removal for Interchanges

				Bidders:	Hercules Landscaping LLC						Luttrell Enterprises					
					LITTER REMOVAL		MOWING AND TRIMMING		EDGING		LITTER REMOVAL		MOWING AND TRIMMING		EDGING	
Line Item	Street Name	Linear Foot	Acreage		Price Per Acre	Extended Price	Price Per Acre	Extended Price	Price Per Linear Foot	Extended Price	Price Per Acre	Extended Price	Price Per Acre	Extended Price	Price Per Linear Foot	Extended Price
1	SE 28th Street & I-49	1,080	1		*Hercules Landscaping Bid Submission was rejected during bid evaluation.						$38.33	$38.33	$76.86	$76.86	$0.06	$65.70
2	E Battlefield Blvd. & I-49	0	2.86								$17.00	$48.62	$118.00	$337.48	N/A	N/A
3	SE Walton Blvd. & I-49	5,453	7.65								$27.00	$206.55	$130.20	$996.03	$0.06	$328.50
4	SE 14th St. (Hwy 102) & I-49	2,270	12								$18.25	$219.00	$118.62	$1,423.44	$0.09	$197.10
5	East Central Ave. (Hwy 72) & I-49	1,840	27								$10.14	$273.78	$68.16	$1,840.32	$0.11	$197.10
6	NW Walton Blvd.	4,473	6								$10.14	$60.84	$91.75	$550.50	$0.04	$197.10
7	8th Street & I-49	2,304	2.04								$20.00	$40.80	$130.00	$265.20	$0.09	$197.10
				Total Category Price							$887.92		$5,489.83		$1,182.60	
				Notes							*Total bid price corrected during bid evaluation.*					
				Total Bid Price	$0.00						$7,560.35					

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

TABULATION VERIFICATION

[redacted]
Meghan Dillard
Purchasing & Compliance Specialist

X [redacted]
Kelsi Frederick
Purchasing & Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH LUTTRELL ENTERPRISES FOR MOWING OF CITY INTERCHANGES FOR THE CITY OF BENTONVILLE; AND FOR OTHER PURPOSES.

WHEREAS, Luttrell Enterprises is the lowest qualified bidder for bid IFB-25-05;

WHEREAS, this contract covers bi-weekly mowing services of City interchanges within Bentonville city limits for the amount of seven thousand five hundred sixty dollars and thirty-five cents ($7,560.35) per cycle; and

WHEREAS, this agreement may be extended for up to three (3) years upon mutual agreement of both parties and Council allocating 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 Luttrell Enterprises for bi-weekly mowing services of City interchanges within Bentonville city limits;

Section 2: This contract is awarded on a per cycle price as set forth in the bid submission and is to be paid with 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:	3/11/2025	**Submitted By:**	Bart Mahony - Manager
Phone:	479-271-5945	**For Department(s):**	Public Works Maintenance
Email:	bmahony@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-25-07 for Bi-Weekly Right-of-Way Mowing Within City Limits
Action Recommendation & Justification:	A Resolution awarding bid IFB-25-07 to Empire Group Property Management for the bi-weekly mowing of Arkansas State Highway rights-of-way, as well as City of Bentonville rights-of-way within Bentonville city limits. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Public Works Maintenance budgets for approximately 15 mowing cycles and 2 edging cycles per year. This agreement may be extended up to three (3) consecutive years upon mutual agreement of both parties and Council allocating funds. Empire Group is the second lowest bidder. The lowest bidder did not provide valid liability insurance current for the contracted time frame.
Amount for Approval:	**$** 1,474.02 litter removal, $7,779.55 mowing cycle, and $21,985.65 edging cycle

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	2/11/25	Time of Bid Opening:	1:30 PM	IFB-25-07

Solicitation Title: Mowing, Trimming, and Trash Removal for Right-of-Ways

				Bidders:	Empire Group Property Management						Hercules Landscaping LLC					
					LITTER REMOVAL		MOWING AND TRIMMING		EDGING		LITTER REMOVAL		MOWING AND TRIMMING		EDGING	
Line Item	Street Name	Linear Foot	Acreage		Price Per Acre	Extended Price	Price Per Acre	Extended Price	Price Per Linear Foot	Extended Price	Price Per Acre	Extended Price	Price Per Acre	Extended Price	Price Per Linear Foot	Extended Price
1	14th St	146,361.6	17.5		$18.00	$315.00	$95.00	$1,662.50	$0.07	$10,245.31						
2	N Water Tower Rd	0	1		$18.00	$18.00	$95.00	$95.00	N/A	$0.00						
3	SW 41st St	316 8	0.12		$18.00	$2.16	$95.00	$11.40	$0.07	$22.18						
4	SW I St	16,473.6	1.67		$18.00	$30.06	$95.00	$158.65	$0.07	$1,153.15						
5	SW Rainbow Ln	0	0.4		$18.00	$7.20	$95.00	$38.00	N/A	$0.00						
6	SW Regional Airport Blvd	91,872	10.4		$18.00	$187.20	$95.00	$988.00	$0.07	$6,431.04						
7	S Walton Blvd	120,384	15.2		$18.00	$273.60	$95.00	$1,444.00	$0.07	$8,426.88	*Hercules Landscaping's Bid Submission was rejected during bid evaluation.					
8	N Walton Blvd	120,384	11		$18.00	$198.00	$95.00	$1,045.00	$0.07	$8,426.88						
9	City Sign at SW Regional Airport and Orchid Rd	0	0.16		$18.00	$2.88	$95.00	$15.20	N/A	$0.00						
10	Elk Rd and SW H St	2,006.4	0.1		$18.00	$1.80	$95.00	$9.50	$0.07	$140.45						
11	G Substation	0	0.07		$18.00	$1.26	$95.00	$6.65	N/A	$0.00						
12	Morningstar Substation	0	0.46		$18.00	$8.28	$95.00	$43.70	N/A	$0.00						
13	Riverwalk	0	1.1		$18.00	$19.80	$95.00	$104.50	N/A	$0.00						
14	Wildwood	0	3.12		$18.00	$56.16	$95.00	$296.40	N/A	$0.00						
	Streets Running North to South															
15	SW A St	0	1.4		$18.00	$25.20	$95.00	$133.00	N/A	$0.00						
16	S Main St	0	0.6		$18.00	$10.80	$95.00	$57.00	N/A	$0.00						
17	Benton St	0	0.73		$18.00	$13.14	$95.00	$69.35	N/A	$0.00						
18	SE C St	0	0.86		$18.00	$15.48	$95.00	$81.70	N/A	$0.00						
19	Greenhouse Rd	950.4	0.29		$18.00	$5.22	$95.00	$27.55	$0.07	$66.53						
20	SW Featherston Rd	5,491.2	0.57		$18.00	$10.26	$95.00	$54.15	$0.07	$384.38						
21	SW Bright Rd	30,148.8	2.23		$18.00	$40.14	$95.00	$211.85	$0 07	$2,110.42						
22	NW Bright Rd	39,283.2	5.56		$18.00	$100.08	$95.00	$528.20	$0 07	$2,749.82						
23	SW Morning Star and SW Regional Airport Blvd	3,379.2	0.46		$18.00	$8.28	$95.00	$43.70	$0 07	$236.54						
24	SW Old Farm Rd	5,702.4	1		$18.00	$18.00	$95.00	$95.00	$0.07	$399.17						
25	SW Chickadee St and Lift Station	2,270.4	0.37		$18.00	$6.66	$95.00	$35.15	$0.07	$158.93						
	Streets Running East to West															
26	SW 10th St	2,006.4	0.75		$18.00	$13.50	$95.00	$71.25	$0.07	$140.45						
27	SW 28th St	3,960	0.57		$18.00	$10.26	$95.00	$54.15	$0.07	$277.20						
28	SW Briar Creek Ave	105.6	0.26		$18.00	$4.68	$95.00	$24.70	$0.07	$7.39						
29	SW Shell Rd	8,236.8	0.9		$18.00	$16.20	$95.00	$85.50	$0.07	$576.58						
30	SW Gator Blvd	23,443.2	1.89		$18.00	$34.02	$95.00	$179.55	$0.07	$1,641.02						
31	Vendor Blvd	2,534.4	0.45		$18.00	$8.10	$95.00	$42.75	$0.07	$177.41						
32	SW Artillery Rd	2,851.2	0.7		$18.00	$12.60	$95.00	$66.50	$0 07	$199.58						
				Total Category Price	$1,474.02		$7,779.55		$48,971.31							
				Notes	*Total Bid Price was corrected during bid evaluation												
				Total Bid Price	$58,224 88											

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

TABULATION VERIFICATION

[redacted]
Meghan Dillard
Purchasing & Compliance Specialist

[redacted]
Kelsi Frederick
Purchasing & Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH EMPIRE GROUP PROPERTY MANAGEMENT FOR RIGHT-OF-WAY MOWING WITHIN CITY LIMITS, FOR THE CITY OF BENTONVILLE; AND FOR OTHER PURPOSES.

WHEREAS, Empire Group Property Management is the lowest qualified bidder for bid IFB-25-07;

WHEREAS, this contract covers bi-weekly mowing of Arkansas State Highway as well as City of Bentonville rights-of-way within Bentonville city limits for per cycle pricing; and

WHEREAS, this agreement may be extended for up to three (3) years upon mutual agreement of both parties and Council allocating 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 Empire Group Property Management for bi-weekly services for right-of-way mowing within Bentonville city limits;

Section 2: This contract is awarded on a per cycle price as set forth in the bid submission and is to be paid with 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:	3/11/2025	**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:	Ordinance for a Waiver of Bid to Purchase a 69-KV Substation Breaker for A Sub Expansion
Action Recommendation & Justification:	Ordinance authorizing the purchase of a 69-KV breaker for the expansion of A Sub and waiving competitive bidding for $76,097.03. Utility Board approved 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is funded by a portion of a $600,000 payment received from AEP for the usage of a City easement to construct a new transmission line.The lead time for this item is 50 weeks. The expansion of A sub will take place over the course of the next two years. Site work will occur in 2025, and the transformer and breaker will arrive in 2026 to complete the expansion.
Amount for Approval:	$ 76,097.03

Budget Impact

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

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

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
503010-37520	Miscellaneous Income	$	$ 600,000.00
503010-47210	Plants and Building	$ 76,097.03	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SERVICE CONTRACT: A Substation 69 kV Breaker

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and GE Grid Solutions, 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 Invitation for Quotes, for purchase and delivery of 69kV breaker for the A Substation expansion project, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, including all equipment, materials, products and all other items necessary to perform the work, 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 Electric Utilities Director, 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. Services Timeline:

1. Order for the 69kV breaker per the unit prices attached herein, shall be placed by Contractor immediately following Purchase Order received from the City.
2. Contractor shall submit drawings for the City to approve within twelve (12) to fourteen (14) weeks from receipt of order.
3. Contractor shall deliver the 69k breaker within fifty (50) weeks from receipt of order.

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. 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:

a. Total Fee for Service: $76,097.03 (seventy-six thousand ninety-seven dollars and three cents), plus applicable taxes 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.

[This space has been intentionally left blank]

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

10. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract 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.

[This space has been intentionally left blank]

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:

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.

[This space has been intentionally left blank]

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 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 Contract**.**

[Signature Page Follows]

Administrative Services
Purchasing and Compliance 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

_____(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:_____

GE Grid Solutions, LLC

Address:_____

_____

_____

Date:_____

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT A

SCOPE OF WORK

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SCOPE OF WORK

The purchase and delivery of 69kV Breaker for A Substation expansion. Delivery shall be made in accordance with the specified location within the agreed-upon timeframe.

Lead Time: 46-50 Weeks

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

CONTRACTOR'S QUOTE

Grid Solutions

City of Bentonville

January 30, 2025

GE Proposal Number – AR-OP25011462548 – Revision 0

GE Grid Solutions, LLC
One Power Lane
Charleroi, PA 15022
USA
www.GEGridSolutions.com

Contents

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2 Proposal....4
3 Spare Parts, Special Tools & Service....5
4 Comments, Clarifications, and Exceptions....6
5 Commercial Terms of Sale....7
6 Attachments....9

1 Executive Summary

City of Bentonville
Attn: Lauren Haislup

Thank you for your interest in GE Grid Solutions, LLC for the reference opportunity. We are pleased to submit the enclosed proposal for your consideration in accordance with the specification provided and the noted comments, clarifications, and exceptions.

Grid Solutions is an industry leading manufacturer of high voltage circuit breakers with R&D and manufacturing facilities located in Charleroi, Pennsylvania. Our facility is the Competence Center for research and development, testing, and manufacturing of dead tank circuit breakers for worldwide distribution and is certified to ISO 9001-2015 and ISO 14001-2015.

The factory has manufactured and delivered over 45,000 breakers since 1995 to locations all over the world. In addition to the product offered herein, we have a complete range of dead tank circuit breakers, live tank circuit breakers and circuit switchers to meet your needs now and into the future.

Our uniquely qualified team includes industry leaders with decades of experience in the transmission and distribution world as well as the high voltage circuit breaker industry. The members of the Grid Solutions team are available at any time and are dedicated together with our Charleroi staff of over 400 employees to providing you best in industry service and support.

We once again thank you for this opportunity to submit an offer and look forward to answering any questions which arise while reviewing our proposal.

Sincerely,

George Muchesko
Lead Sales & Proposal Manager
Phone: 724-483-7874
Email: George.Muchesko@ge.com

2 Proposal

Item #1

One (1) 72.5 kV Dead Tank Circuit Breakers according to ANSI/IEEE standards for outdoor installation with mechanical spring operating mechanisms including support structures:

▪ Type	DT1-72.5 FK F1
▪ Rated Nominal Voltage	69 kV
▪ Rated Maximum Voltage	72.5 kV
▪ Frequency	60 Hz
▪ Rated Continuous Current	1200 A (up to 2000 A)
▪ Rated Short-Circuit Current	40 kA
▪ BIL	350 kV
▪ Creep Distance / Material / Color	80” / Composite / Gray
▪ Insulating Medium	SF_6 - Included for 1st Fill
▪ Interrupting Time	3 cycles
▪ High-Speed Auto-Reclosure	3 phase, Gang Operated
▪ Current Transformers	(12) 1200:5 MR C800, TRF 2.0
▪ Cabinet Enclosure Rating / Material	NEMA 3R / Painted Steel
▪ Ambient Temperature	-30°C to +50°C without tank heaters
▪ Seismic Rating	Per IEEE 693-2005 Low
▪ Altitude	≤ 3,300’ ASL
▪ Control Voltage	48 VDC
▪ Motor Voltage	48 VDC
▪ Alternate Current Circuit (Lighting / Heating):	120 VAC / 240 VAC

Unit Price: **$67.950.00 - USD, FOB Jobsite, AR**

3 Spare Parts, Special Tools & Service

Item #	Parts Description	DT1-72.5 FK F1 Price per unit in USD
a	(1) Trip Coil or (1) Close Coil	$195.00
b	(1) Spring Charge Motor	$1,350.00

Prices of spare parts are valid only when ordered and delivered with the circuit breaker.

It's recommended for emergency purposes to purchase and stock a spare charging motor, trip coil and close

Special Tools

No special tools are necessary for installation or maintenance of the breakers. We do recommend, however, having one (1) of each of the following SF_6 handling tools on site:

- Gas regulator and fill hose set — One (1) per breaker type per order included
- Doble Transducer Bracket — One (1) per breaker type per order included

Field Service

A field service representative is not included in the base price of the circuit breakers. If service is required, pricing information is listed below.

- Initial Trip (airfare & travel time) — $6,750.00 - USD
- Eight (8) hour day (time, lodging, meals & local transportation) — $5,250.00 - USD

4 Comments, Clarifications, and Exceptions

- This offer is made in accordance with the attached Terms and Conditions for Sale of Products and Services Form EM 104 (Grid Solutions). However, GE Grid Solutions, LLC is open to negotiation of the Terms and Conditions.
- The quoted circuit breaker low voltage controls will be similar to the previous 161kV order for the City of Bentonville, see the attached wiring schematic for details.

5 Commercial Terms of Sale

Validity:	Thirty (30) days after bid date.
Delivery:	Standard lead time forty-six (46) to fifty (50) weeks after receipt of order. All lead times are subject to prior factory loading and material availability at the time of purchase order placement.
Delivery Note:	Drawings will be submitted for approval between twelve (12) to fourteen (14) weeks after receipt of order. Delivery is based upon customer return of approved drawings in two (2) weeks.
Shipping Point:	La Prairie, Quebec, Canada.
PO Remittance:	GE Grid Solutions, LLC., One Power Lane, Charleroi, PA 15022.
Terms of Delivery:	Pricing is firm in USD, FOB Jobsite (DDP per INCOTERMS 2020), pre-paid and allowed. Shipment to destination is limited to sites accessible by the vehicle in which the unit ships from the factory. Unloading is to be provided by others.
Payment Conditions:	30% Down payment 70% Net 30 days after delivery. All Payments by wire transfer.
Instruction Manuals:	One instruction book is shipped inside the control cabinet of the breaker. Remaining instruction books will ship within two weeks of breaker shipment.
Warranty:	Twelve (12) months after installation, not to exceed eighteen (18) months after delivery**.** Warranties exclude wear and tear associated with normal circuit breaker operation, circuit breakers used in special applications not covered by ANSI/IEEE C37.04, and circuit breakers that have exceeded the maximum allowable cumulated current. Warranties are based on strict accordance with the maintenance instructions found in the breaker manual.
Liquidated Damages:	Provisions for liquidated damages are not included in this offer.
Sales Tax:	This offer does not include any sales tax (federal. state or local).
Damages:	The manufacturer shall not be liable for consequential or indirect damages such as loss of use, profit, contract, production, or any financial loss. In addition, the total liability is limited to a maximum of the contract value. The right for technical modifications is reserved.

Cancellation: In the event of order cancellation, a payment will be due based on the table below.

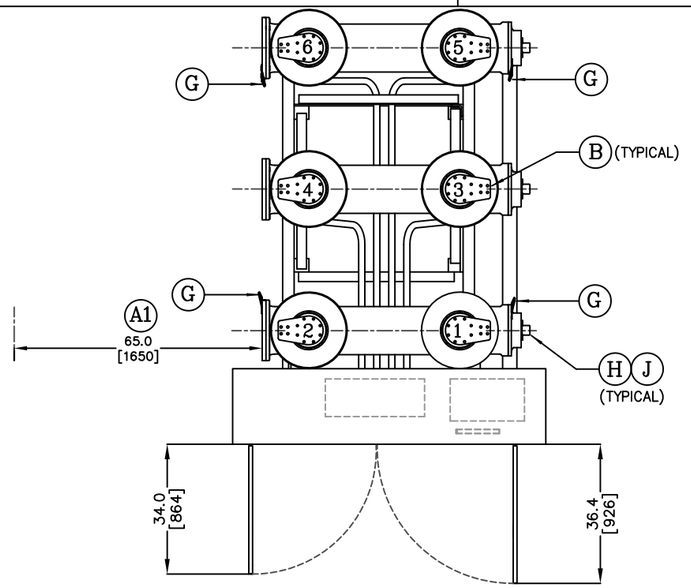
Schedule (based on EXW factory)	Cancellation Charge (% of contract value)
0 – 4 weeks after receipt of order	10.0%
60+ weeks before delivery	30.0%
40 – 60 weeks before shipment	40.0%
42 – 48 weeks before shipment	50.0%
36 – 42 weeks before shipment	60.0%
24 – 36 weeks before shipment	70.0%
12 – 24 weeks before shipment	80.0%
0 – 12 weeks before shipment	100%

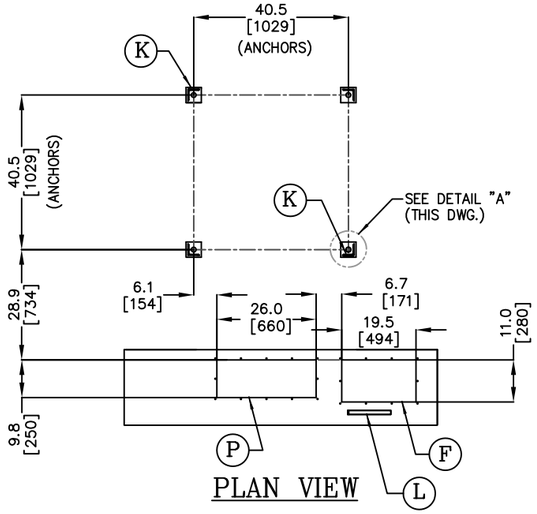
Delays: Depending on the availability of the production slot, some delay requirement from customer might not be accommodated.

In case of delay is accepted by GE, GE is entitled to revisit contract price based on additional project cost due to delay. Projects that have ship date less than 24 weeks, delay on manufacturing is not possible. $1,500 per breaker per week storage fee will be charge for 245kv and below breakers. For 362kv and above breakers and any storage more than 4 weeks, storage and service fee will be quoted at time of request.

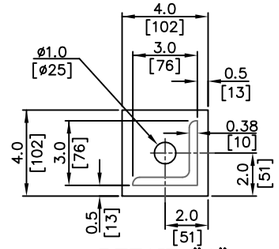
6 Attachments

- DT1-72.5 FK F1 Sample Outline Drawing & Wiring Schematic
- DT1-72.5 FK Product Brochure
- Grid Solutions High Voltage Circuit Breaker Line Card
- Terms and Conditions for Sale of Products and Services Form EM 104 (Grid Solutions)





PLAN VIEW



DETAIL "A"

(BASE PLATE)
(N.T.S.)

LEGEND

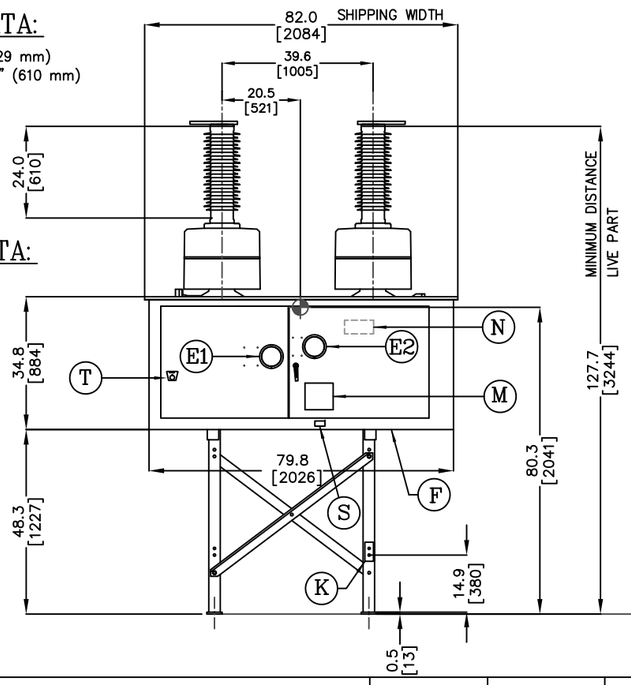
A1 -- MINIMUM DISTANCE FOR INTERRUPTER REMOVAL (65 inches / 1650 mm)
A2 -- MINIMUM DISTANCE FOR BUSHING REMOVAL (27 inches / 686 mm)
B -- NEMA 4-HOLE TERMINAL PAD
C -- SF6 DENSITY MONITOR
D -- SF6 FILL VALVE (DILO DN8)
E1 -- CHARGED/DISCHARGE INDICATORS
E2 -- OPEN/CLOSE INDICATORS & COUNTER
F -- CABLE ENTRANCE
G -- LIFTING LUGS
H -- PRESSURE RELIEF (RUPTURE DISK TYPE)
J -- MOLECULAR SIEVE
K -- NEMA 2 GROUND PAD (DIAMETRICALLY OPPOSED)
L -- CABINET GROUND BAR
M -- RATINGS NAMEPLATE (EXTERNAL)
N -- BCT NAMEPLATE (INTERNAL)
P -- MECHANISM ACCESS PANEL
S -- EXTERNAL GFI RECEPTACLE
T -- EMERGENCY TRIP PUSHBUTTON

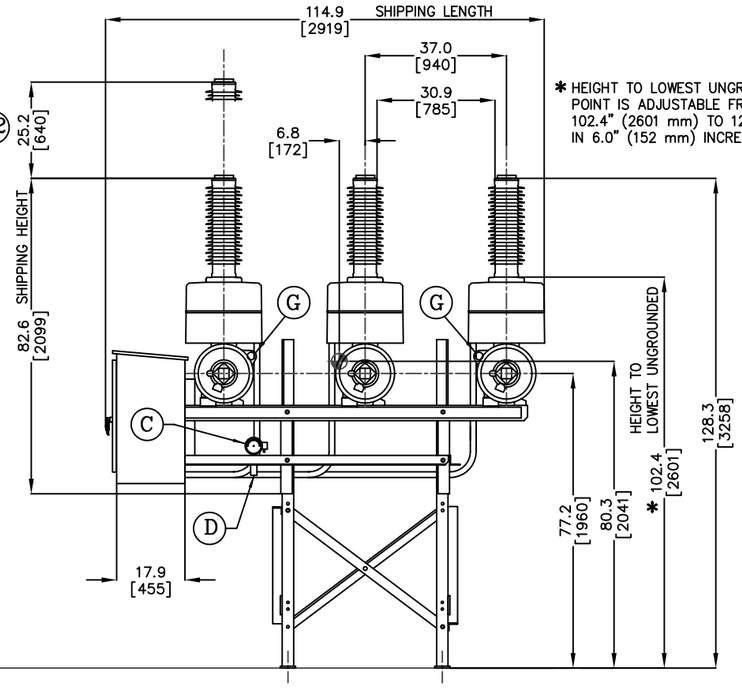
BUSHING DATA:

CREEPAGE: 79.9" (2029 mm)
STRIKE DISTANCE: 24.0" (610 mm)
MATERIAL: COMPOSITE
COLOR: ANSI 70 GRAY

CABINET DATA:

RATING: NEMA 3R
MATERIAL: STEEL
COLOR: ANSI 70 GRAY





* HEIGHT TO LOWEST UNGROUNDED POINT IS ADJUSTABLE FROM 102.4" (2601 mm) TO 120.4" (3058 mm) IN 6.0" (152 mm) INCREMENTS

TYPE:	DT1-72.5FK F1
IMPULSE WITHSTAND:	350 kV
MAXIMUM VOLTAGE:	72.5 kV
INTERRUPTER CURRENT RATING:	40 kA
CURRENT RATING:	2000 A

2,435 lbs (1,105 kg) -- BREAKER WEIGHT
31 lbs (14 kg) -- SF6 GAS WEIGHT
+ 1,200 lbs (544 kg) -- CT WEIGHT
= 3,931 lbs (1,783 kg) -- TOTAL WEIGHT

DIMENSIONS: INCHES / mm

NOTES:

1) FOUR (4) 0.75" (19 mm) DIAMETER ANCHOR BOLTS REQUIRED.
2) 3.0" (76 mm) MINIMUM PROJECTION ABOVE FOUNDATION.
3) ANCHORING TO BE SUPPLIED BY OTHERS.
4) FOUNDATION TO BE LEVEL WITHIN 0.25" (6 mm) AT FOUR (4) BASEPLATES.
5) SHIM AND GROUT AS REQUIRED.
6) RATED LOW SEISMIC QUALIFICATION LEVEL PER IEEE-693 2005 (0.2g USED FOR ANCHOR BOLT CALCULATION)
7) OPERATIONAL FORCES IN ANY DIRECTION = 1100N (247 lbf)
8) HV TERMINAL STATIC HORIZONTAL FORCE (LONGITUDINAL) = 750N (169 lbf)
9) HV TERMINAL STATIC HORIZONTAL FORCE (TRANSVERSE) = 500N (112 lbf)
10) HV TERMINAL STATIC VERTICAL FORCE = 750N (169 lbf)

TOTAL SHEAR ON EACH FOUNDATION BOLT	2795 N	628 lbf
TOTAL TENSION ON EACH FOUNDATION BOLT	12002 N	2697 lbf
TOTAL FOUNDATION OVERTURNING MOMENT	22216 N-m	196626 lbf-in

REV.	DESCRIPTION	DRAWN	CHECKED	DATE

CUSTOMER:
CUSTOMER ORDER No.:
SUBSTATION:
SERIAL No.:
CUSTOMER EQ. NO.:

SAMPLE DRAWING

MATERIAL ID: CCDT1-72.5FK-001

ORDER No. X

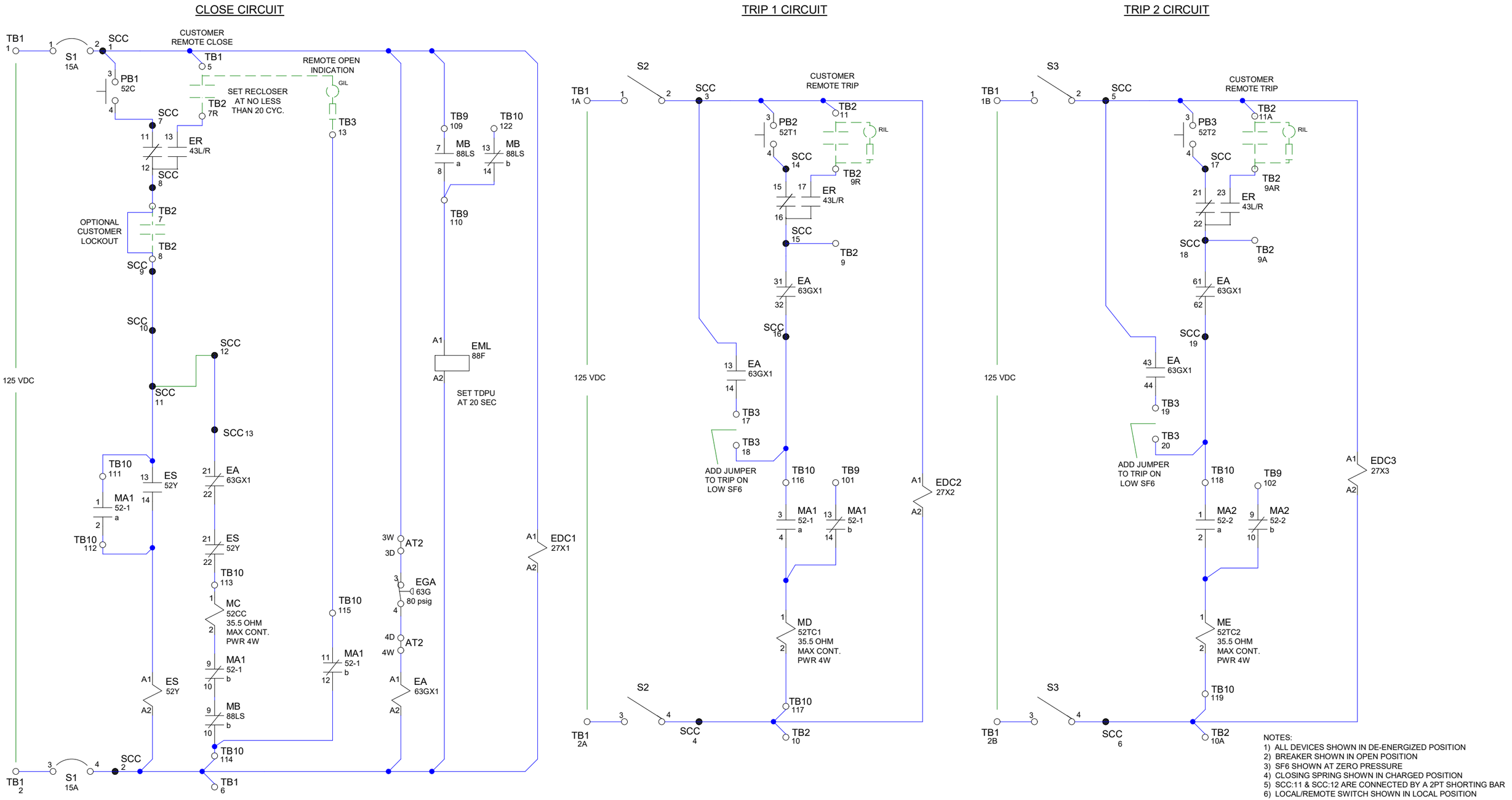
OUTLINE DRAWING

DRAWN	CHECKED	DATE
x	x	x
DRAWN	CHECKED	DATE

Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: DT1-72.5FK F1

SHT 1 OF 1



NOTES:
1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
2) BREAKER SHOWN IN OPEN POSITION
3) SF6 SHOWN AT ZERO PRESSURE
4) CLOSING SPRING SHOWN IN CHARGED POSITION
5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR
6) LOCAL/REMOTE SWITCH SHOWN IN LOCAL POSITION

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
			W. Holt	A. Lisitsa	01/25/2023
			DRAWN	CHECKED	DATE

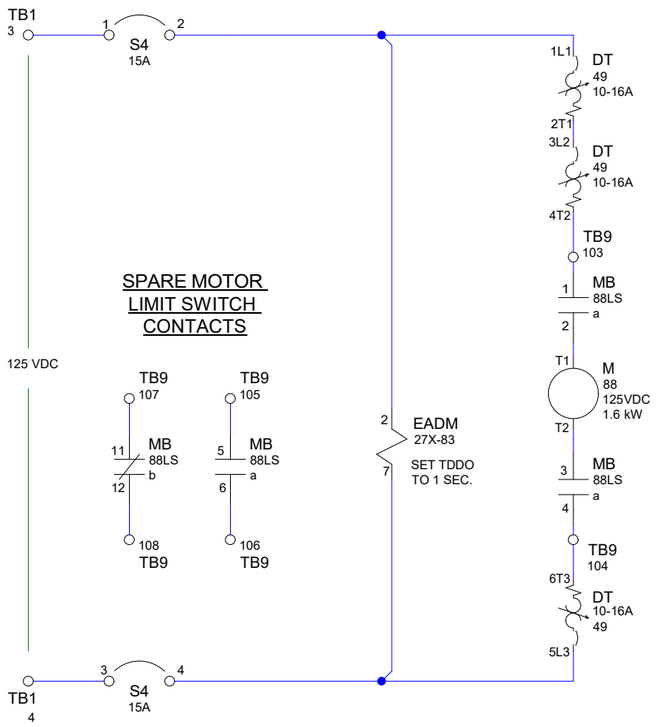
DC CONTROL SCHEMATIC

CUSTOMER: CITY OF BENTONVILLE
CUSTOMER ORDER No.: 22206687
SUBSTATION: SUBSTATION E
SERIAL No.: 3888030010001
CUSTOMER EQ. No.:

Grid Solutions
One Power Lane
Charleroi, PA 15022

MATERIAL ID: CCDT1-170FK-F1-001
ORDER No. 388803
DRAWING No.: E388803010
SHT 2 OF 13

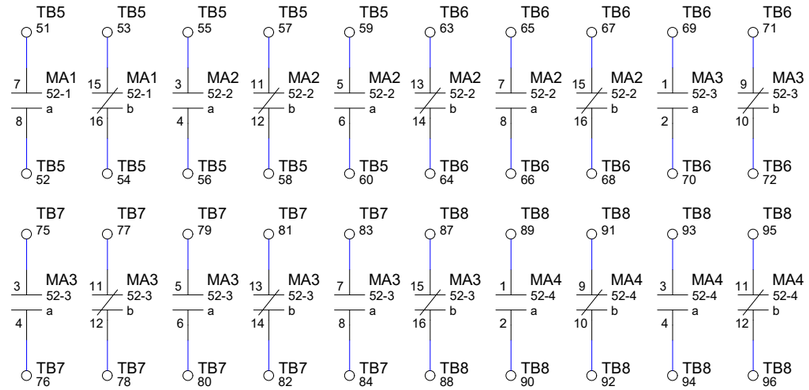
MOTOR CIRCUIT



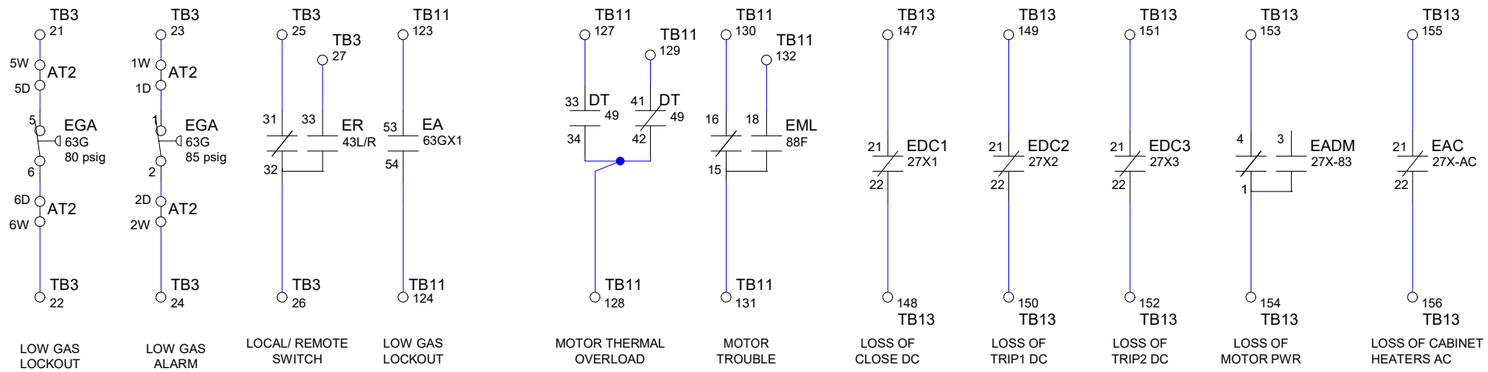
SPARE TERMINAL BLOCKS FOR CUSTOMER USE

TB1 B1	TB1 B2	TB2 B3	TB5 61	TB5 62	TB6 73	TB6 74
TB7 85	TB7 86	TB8 97	TB8 98	TB9 99	TB9 100	
TB11 125	TB11 126	TB11 133	TB11 134	TB13 157	TB13 158	

SPARE AUXILIARY SWITCHES FOR CUSTOMER USE



CUSTOMER ALARMS



NOTES:
1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
2) BREAKER SHOWN IN OPEN POSITION
3) SF6 SHOWN AT ZERO PRESSURE
4) CLOSING SPRING SHOWN IN CHARGED POSITION
5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR
6) LOCAL/REMOTE SWITCH SHOWN IN LOCAL POSITION

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
			W. Holt	A. Lisitsa	01/25/2023
			DRAWN	CHECKED	DATE

CUSTOMER: CITY OF BENTONVILLE
CUSTOMER ORDER No.: 22206687
SUBSTATION: SUBSTATION E
SERIAL No.: 3888030010001
CUSTOMER EQ. No.:

MATERIAL ID: CCDT1-170FK-F1-001

ORDER No. 388803

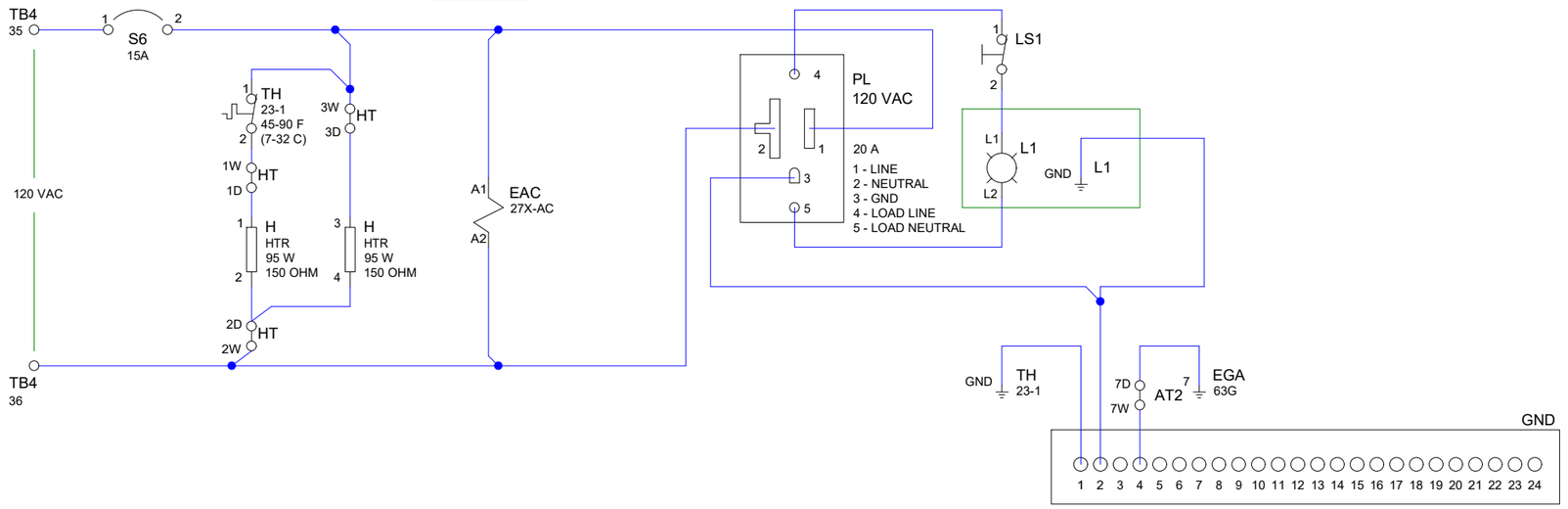
MOTOR CIRCUIT AND ALARMS

Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E388803010

SHT 3 OF 13

AC CIRCUIT



NOTES:
1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
2) BREAKER SHOWN IN OPEN POSITION
3) SF6 SHOWN AT ZERO PRESSURE
4) CLOSING SPRING SHOWN IN CHARGED POSITION
5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR
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REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
			W. Holt	A. Lisitsa	01/25/2023
			DRAWN	CHECKED	DATE

AC SCHEMATIC

CUSTOMER: CITY OF BENTONVILLE
CUSTOMER ORDER No.: 22206687
SUBSTATION: SUBSTATION E
SERIAL No.: 3888030010001
CUSTOMER EQ. No.:

MATERIAL ID: CCDT1-170FK-F1-001

ORDER No. 388803

Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E388803010

SHT 4 OF 13

Grid Solutions
a GE and Alstom joint venture

DT1-72.5

Dead tank circuit breaker for 72.5 kV

One of the keys to safety in your substation is the circuit breaker. Safety can be ensured by using the DT1 circuit breaker, a product based on state-of-the-art technology and manufactured in modern production facilities.

With Grid Solutions, you are choosing a company that you can trust.

Grid Solutions' advanced self-blast interrupters, leak resistant cast aluminum enclosures and durable low energy spring-spring operated mechanisms characterize the DT series. More than 100,000 circuit breakers with self-blast interrupters and FK spring-operated mechanisms have been in service since 1989.

A RUGGED PERFORMER

Thanks to its robust design, the DT1-72.5 is a highly reliable circuit breaker even under the most severe operating conditions and is tested to meet or exceed ANSI and IEC standards, including the definite purpose applications.

UNIQUE PERFORMANCE

The DT1-72.5 is suitable for applications up to nameplate ratings, including definite purpose ratings and is uniquely qualified under the latest ANSI IEC standards as C2 class for capacitance switching including back-to-back (very low restrike probability) and reactor switching applications. Extensive mechanical operation design testing ensures trouble-free operation for the lifetime of the circuit breaker. Intensive production leak testing ensures superior in-service SF_6 performance.

FLEXIBILITY FOR NEW AND RETROFIT APPLICATIONS

The compact DT1-72.5 design can be used in new or retrofit applications. The 3-pole circuit breaker forms a complete, fully assembled, factory-tested, transportable unit. The on-site installation requires only a few simple steps. For installations where truck shipment is impossible, the DT1-72.5 can be readied for standard container shipment as a fully assembled unit.

CERTIFIED QUALITY

Grid Solutions designs, manufactures, tests and delivers its circuit breakers in accordance with IEEE/ANSI and IEC standards, maintaining a quality assurance system according to ISO-9001 and ISO-14001.
The competence center for dead tank circuit breakers is located in Charleroi, PA (USA).

CUSTOMER BENEFITS

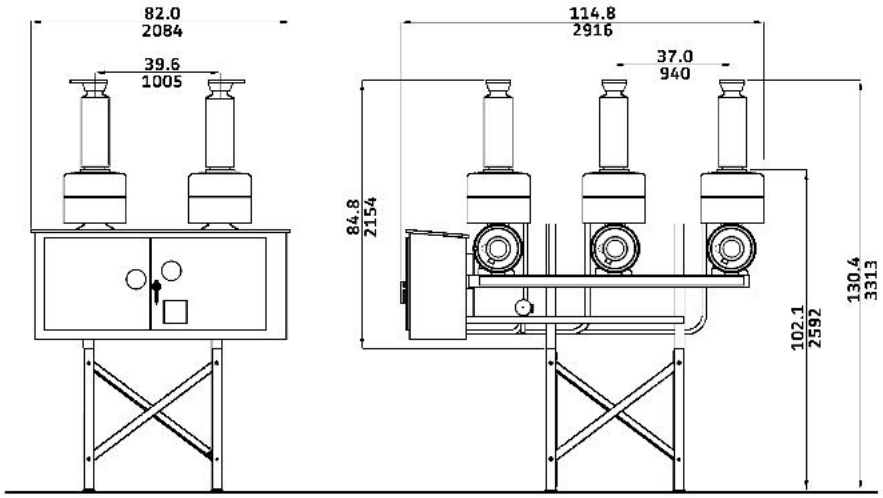
- Proven reliability
- High performance
- ISO quality systems
- Near zero maintenance
- Over 20 years of service experience and over 9,000 in service worldwide

TECHNICAL DATA

	Value	Units
SF_6 pressure	67/0.46	psig/Mpa
Motor	1600	watts
Close coil/Trip coil	440/440	watts
Ambient temperature range*	-40 to +50	degree C
Seismic capability*	High Seismic per IEEE 693	
Weight (without current transformers)	2,700/ 1,227	lb/ kg
Weight of SF_6	29/13	lb/kg

* Optional values available on request.

DIMENSIONS



RATINGS

IEEE/ANSI	IEC	Value	Units
Rated maximum voltage	Rated voltage	72.5	kV
Rated power frequency	Rated frequency	50/60	Hz
Rated dielectric withstand capability: - dry withstand - wet withstand	Rated insulation level - at power frequency, dry - at power frequency, wet	 160 140	 kV kV
Rated lightning impulse withstand voltage	- at lightning impulse	350	kV
Rated chopped wave impulse voltage 2us/3us		452/402	kV
Rated continuous current	Rated normal current	1,200/2,000/3,000	A
Rated short-circuit current	Rated short-circuit breaking current	40	kA
Rated closing, latching and short time carrying current		108	kA
	Rated short-circuit making current	100	kA
Rated capacitance switching		630	A
	Rated single capacitor bank breaking current	1,200	A
Rated interrupting time		3	cycles
	Rated break time	50	ms
Rated standard operating duty	Rated operating sequence	O-CO-15s-CO O-0.3s-CO-180s-CO	

* Standard values: further data is available on request. ** Please contact Grid Solutions for special purpose, high TRV, high X/R or other ratings requirements.

INSTALLATION AND MAINTENANCE

The DT1-72.5 is factory tested and adjusted. It does not need any "special tools" for installation. With a self-contained adjustable support structure, it is recognized worldwide as an easy to install circuit breaker. Thanks to the low-energy mechanism and lifetime lubricants, the DT series is virtually maintenance-free.

For more information please contact
GE Grid Solutions

Worldwide Contact Center
Web: www.GEGridSolutions.com/contact
Phone: +44 (0) 1785 250 070

www.GEGridSolutions.com

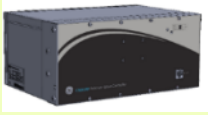
Grid-AIS-L3-DT1_72.5_kV-0121-2015_10-EN. © General Electric Corporation 2015. All rights reserved. Information contained in this document is indicative only. No representation or warranty is given or should be relied on that it is complete or correct or will apply to any particular project. This will depend on the technical and commercial circumstances. It is provided without liability and is subject to change without notice. Reproduction, use or disclosure to third parties, without express written authority, is strictly prohibited.

GE VERNOVA

Line Card
High Voltage Circuit Breakers

Product		Ratings	Features
DT1-38FK-40-F1		• Up to 38kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-72.5FK-40-F1		• 72.5kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-72.5FK-40-F3		• 72.5kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-145FK-40-F1 DT1-170FK-40-F1		• 123kV, 145kV, 170kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-72.5R-40-F1 DT1-145R-40-F1		• 72.5kV, 123kV, 145kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated • Pre-Insertion Resistors (PIR)
DT1-145FK-40-F3 DT1-170FK-40-F3		• 123kV, 145kV, 170kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-72.5-63-F1 DT1-145-63-F1		• 72.5kV, 123kV, 145kV • 1200A to 4000A • 63kA, 3 cycles	• FK3-4 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
DT1-145g-63		• 72.5kV, 123kV, 145kV • 1200A to 4000A • 63kA, 3 cycles	• SF6-FREE FK3-4 SPRING/SPRING mechanism • Gang Operated
DT1-245P-40-F1		• 245kV • 1200A to 4000A • 40kA, 3 cycles	• FK3-4 SPRING/SPRING mechanism • Gang Operated • Optional 2 cycle performance
DT1-245P-40-F3		• 245kV • 1200A to 4000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching

* Special ratings and applications available on request. Contact your GE representative for more information.

Product		Ratings	Features
DT1-245P-63-F1		• 245kV • 1200A to 5000A • 63kA, 2 cycles	• FK3-6 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
DT1-245P-63-F3		• 245kV • 1200A to 5000A • 63kA, 2 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • NO CAPACITORS
MOV for Shunt Reactor Switching		• 38kV to 800kV • Dead Tank, Live Tank, Circuit Switcher • Varistors sized based on user specifications.	• Varistors across HV Terminals extend circuit breaker life • External mounting for increased reliability and ease of maintenance
DT1-362-63-F3 DT1-362R-63-F3		• 362kV • 1200A to 5000A • 63kA, 2 cycles	• FK3-6 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR)
DT2-550-63-H3 DT2-550-63-F3 DT2-550R-63-H3 DT2-550R-63-F3		• 550kV • 1200A to 5000A • 63kA, 2 cycles	• Hydraulic Mechanisms • Independent Pole Operation (IPO) • Optional Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR) • Optional SPRING/SPRING Mechanisms
GL3 Series Live Tank		• 72.5kV to 800kV • 1200A to 4000A • Up to 63kA, 3 cycles	• FK3-x SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Or Gang Operated (voltage dependent)
Live Tank GL309 GL312 GL313 GL314		• 72.5kV to 245kV • 1200A to 3000A • Up to 40kA, 3 cycles	• Circuit Switcher applications • FK SPRING/SPRING operated mechanism • Circuit Breaker performance in a Circuit Switcher footprint
GL314BPS High Speed Bypass Switch		• Up to 800kV system • Up to 170kV across gap • Making Current 120kAp • Insertion Current 5000A • Insertion Voltage 300kVp	• Series Capacitor Bypass Protection • FK3-2 SPRING/SPRING mechanisms • Independent Pole Operation
HYpact		• 72.5 kV to 170kV • 2500A • 40kA, 3 cycles • Hybrid compact switchgear assembly	• FK3-1 SPRING/SPRING mechanism • Gang Operated • Endless configurations –breakers, disconnect switches, CTs, VTs, cable connections.
CBWatch3		• Circuit Breaker Monitoring • IEC 61850 8.1 (DNP3 option)	• Permanent real-time monitoring of CB operational parameters • SF6 emissions trending
Synchronous Control (Point on Wave Switching)		• Cabinet mounted or Rack Mounted	• Point-on-wave (POW) trip/close • Capacitors, reactors, transformers • Residual Flux compensation available

Terms and Conditions for Sale of Products and Services
Form EM 104 (Grid Solutions)

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Firmware" means software provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a third party and software applications licensed separately

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Products" means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these "Terms and Conditions for Sale of Products and Services", including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. Payment

2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts by direct bank transfer in the currency specified by Seller in the Contract, without set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. Remittance advice notifying of payment is to be sent to **Remit.Renewable.Energy@ge.com**. Invoicing and payment shall be in accordance with the Contract. If not otherwise agreed in the Contract, Seller shall issue invoices upon shipment of Products and as Services are performed, or if the Contract Price is U.S. Two Hundred Fifty Thousand Dollars ($250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and Services upon the earlier of Contract signature or issuance of Seller's order acknowledgement and continuing such that ninety percent (90%) of the Contract Price for Products is re-

ceived before the earliest scheduled Product shipment and Services are invoiced as performed ("the Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the price is set by the Contract in a currency other than U.S. dollars, references to U.S. dollars in this Section 2.1 shall mean the equivalent amount in the applicable currency. In case of any increase in material or labor costs over the Contract execution period the Seller shall be entitled to get compensated as per the Contract price escalation mechanism specified in the Seller's offer. In case the Contract does not comprise a price escalation mechanism and if a Party can demonstrate that the continued performance of its contractual obligations has become excessively onerous due to an event as per Clause 10 (which will include evolution of any event preexisting at the time of signature of the Contract), the Parties are bound, within a reasonable time of written notice by one Party to the other, to negotiate alternative contractual terms or a mitigation plan which reasonably permit the consequences of the event to be mitigated or the restoration of the balance that was pre-existing at the signature of the Contract between the Parties. The Party serving notice under this Clause shall provide the other Party with as much commercially available details of the event or events affecting that Party's contractual obligations, the affected obligations themselves and how and to which extent these events are (and will be) affecting the performance of the Contract. The Parties shall act in the spirit of openness and transparency in this communication within the limits set by applicable antitrust laws and regulations. Where an agreement is reached, the Parties shall start implementing the agreed measures immediately, pending the signature of the relevant amendment to the Contract. In the event the Parties are unable to agree on alternative contractual terms or on a mitigation plan as provided above within fifteen (15) days of the written notice, and in the absence of any other agreement, the Party serving notice under this Clause will be entitled to either suspend its performance of the affected portion of the Contract, or to terminate the Contract, without any liability to the other party. If the Contract is suspended for a period greater than 60 consecutive days by that Party, either Party may terminate the Contract by sending written notice of termination to the other Party. In case of termination of the Contract hereunder, the Parties shall settle their accounts accordingly as if the Contract had been terminated through no fault of the Parties, without prejudice to any Party's right to apply the provisions of Clause 16.2 hereof. To support the prevention of fraud, in the event the Buyer is required to make a payment to a bank account that is not the one expressly agreed in the Contract, the Buyer shall before proceeding with payment request confirmation to the Seller that the bank account identified in the invoice or request for payment is valid. Verification must be anticipated not to lead to any delay in making payment.

2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened prior to commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least sixty (60) days prior to commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller shall be entitled to an equitable extension of the schedule. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2020). For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2020). Notwithstanding anything to the contrary, for any importation, Buyer shall be identified as the importer in all applicable documents. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus

up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. In case Buyer and Seller agree on different transportation arrangement with cost of freight and delivery to destination included in the Contract Price, Seller will not be responsible for any increase in transportation costs occurring after the Contract signature unless if caused by Seller's sole negligence, and Seller will be entitled to invoice the Buyer the additional transportation costs it has actually incurred, subject to reasonable justification of such additional costs. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities.

4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer or end user when ready due to any cause attributable to Buyer, its other contractors or the end user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) Seller will be entitled to invoice the Buyer the costs of transportation to the storage facilities plus a lumpsum amount of 0.5% of the Contract Price per full week (or prorata thereof) of storage with a minimum of USD 1000 (one thousand United States Dollars). Invoices shall be on a weekly basis starting the beginning of third week of storage until the shipment of the Products can be made ; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review and issue its response (either approval or disapproval with reasons for disapproval detailed) within 10 days of Seller's submittal. If Buyer fails to provide a response within 10 days, the submittal shall be deemed approved.

4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

5. Warranty

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.

5.2 The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days.

5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

5.5 The warranties and remedies are conditioned upon (a) proper storage, installation (by properly certified installers or under the supervision of properly certified supervisors, if required), use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modifi-

cation or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.6 This Article 5 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

6. Confidentiality

6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller's Confidential Information.

6.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

7.1 Notwithstanding the provisions of section 4.2, Seller grants only a non-exclusive license, and does not pass title, to any Firmware and other software provided by Seller under this Contract, drawings and other documentation delivered for use of Buyer shall remain subject to ownership and/or intellectual property rights of Seller, as applicable and title to any leased equipment remains with Seller.

7.2 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

7.3 Section 7.2 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such

combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications.

7.4 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.5 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.

7.6 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to Firmware and software not expressly granted to Buyer are reserved by Seller. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

8. Indemnity

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

9. Insurance

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of $2,500,000.00; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of $2,500,000.00. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. Excusable Events

Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, pandemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

Buyer recognizes that in case of epidemics or pandemics (or evolution of existing epidemics or pandemics), the precautionary, mitigation or corrective measures implemented by the Seller in the frame of the Contract are implemented in the best interest of the Buyer and the Contract performance, and the Buyer and Seller both agree that the additional costs reasonably incurred by Seller in implementing such measures shall be compensated by the Buyer to the Seller.

11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products or Services.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than ninety (90) days or such other period agreed upon in writing. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, provided that Buyer's payments shall include the cancellation charge for uncompleted Products if the excusable event(s) leading to the termination included an act or omission of the Buyer or Buyer's contractors or suppliers but Buyer shall not be required to pay the cancelation charge if the excusable event(s) leading to termination did not include any act or omission of the Buyer or Buyer's contractors or suppliers.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws and Regulations

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the purchase, application, operation, use and disposal of the Products and Services, including without limitation those regarding anticorruption/antibribery, fair competition (antitrust), and environment, health and safety (EHS). Buyer acknowledges it had access, reviewed, and fully understands GE's Integrity Policies. Seller shall at all times comply with the GE Integrity Policies. The GE Integrity Policies can be accessed electronically at https://www.ge.com/sites/default/files/S&L_Booklet_English_0.pdf

12.2 Seller's obligations are conditioned upon Buyer's compliance with all US, EU, UK and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of equipment, materials, services, technology, technical data, software, or other information or assistance or Product furnished by the Seller under the Contract other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The Buyer hereby certifies that the equipment, materials, services, technology, technical data, software, or other information or assistance or product furnished by the Seller under the Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons. The Buyer shall also ensure that the bank or financial institution or other entity executing any payments or financial transactions under the Contract on behalf of the Buyer (including without limitation the issuance of any payment securities such as a letter of credit) is not subject to any export regulation prohibiting to do business with such bank, financial institution or entity. Should the Buyer fail to comply with any of the obligations as specified above, the Seller may, without prejudice to the exercise of any other rights or remedies which may be available to it, terminate the Contract by giving the Buyer notice in writing to that effect.
In the event of a change in applicable trade control laws and regulations, including but not limited to the laws of the US, EU and UK and changes in the interpretation thereof, or in the event an authorization pursuant to said laws is either denied, revoked, withdrawn or cancelled at any time, preventing the Seller from executing its obligations without breaching such applicable trade control laws and regulations or makes Seller's execution of its obligations unreasonably burdensome or unbalanced, Seller shall have the right without incurring liability to the Buyer to (i) withdraw its proposal, or either (ii) suspend its performance of the Contract or terminate the Contract. If the suspension lasts more than four (4) months, any of the Parties shall have the right to terminate the Contract by giving the other Party notice in writing to that effect.

12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. Environmental, Health and Safety Matters

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.

13.6. Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

13.9 ~~Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.~~

14. Changes

14.1 Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. Limitations of Liability

15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand US dollars (US $10,000) for all claims not part of any particular order.

15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

15.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 15, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 15.

15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. Governing Law and Dispute Resolution

16.1 This Contract shall be governed by and construed in accordance with the laws of (i) the State of New York if Buyer's place of business is in the U.S. or (ii) England and Wales if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

16.2 In the event of any dispute arising out of or in connection with this Contract, including any question regarding its existence or validity, the parties agree to submit the matter to mediation under the ICC mediation Rules, without prejudice to either party's right to seek emergency, interim or conservatory measures of protection at any time.
If the dispute has not been settled pursuant to the ICC Mediation Rules within thirty (30) days following the filing of a request for Mediation or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. In case the arbitral tribunal is constituted of more than one arbitrator, the party-appointed arbitrators shall, for a period of two (2) weeks following the date on which their appointments have both been confirmed, attempt to reach agreement on the president of the arbitral tribunal. For this purpose, the arbitrators may communicate with the parties on an *ex-parte* basis.

If the two arbitrators are unable to agree upon the third, upon request of either Buyer or Seller, the President of the ICC shall appoint the third.
The seat, or legal place, of the mediation and arbitration shall be Geneva, Switzerland.
The language to be used in the mediation and in the arbitration shall be the English language.
The parties' written submissions shall, to the extent possible, contain all arguments and supporting materials on fact, law and damages, including all exhibits on which each party intends to rely, supporting witness statements, expert reports and legal authorities.

17. Inspection and Factory Tests

Seller will apply its normal quality control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work. Travel and living expenses of Buyer personnel to witness such tests shall be borne by Buyer. Unless otherwise agreed, failure by the Buyer or its representative to attend the factory tests on the scheduled date shall entitle the Seller to proceed with such factory tests alone and the Seller shall promptly share the results of such tests with the Buyer. In the event the factory tests or any other tests to be performed under the Contract cannot be either witnessed or performed (as the case may be) by the Buyer for any reason (including as a consequence of any pandemic) and the Buyer cannot delegate any third party to represent it, or to perform the tests in its name and on its behalf, the Seller may propose to the Buyer alternate measures in order to avoid delaying the testing, including but not limited to the use of electronic messaging services such as Skype, Teams or equivalent, recording devices such as cameras, and a distribution of results via electronic storage media such as DVD or streamed videos. The Buyer and the Seller shall make their best efforts to agree on such measures with a view not to delay the testing of the Products. If despite reasonable alternate measures proposed by the Seller, the Buyer instructs the Seller to suspend or postpone the performance of the tests, the Seller shall, notwithstanding anything to the contrary in the Contract, be entitled to a reasonable exten-

sion of the time for completion and compensation by the Buyer for the additional costs incurred as a result of the suspension or postponement of the affected tests.

18. Firmware, Software, Leased Equipment, Remote Diagnostic Services, PCB Services

Seller grants Buyer a non-exclusive license to use Firmware solely in connection with use of the Product for which the Firmware is provided by Seller. Buyer shall not sublicense, assign, or otherwise transfer the license to use the Firmware to any third party, except with that specific Product and to the extent such transfer is not otherwise restricted by the Contract. If Seller provides any software to Buyer other than Firmware, the Software License Addendum shall apply. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the Lease Addendum shall apply. If Seller provides remote diagnostic services to Buyer, the Remote Diagnostic Services Addendum shall apply. If Seller provides PCB Services to Buyer, the PCB Services Addendum shall apply. If there is any conflict between these "Terms and Conditions for the Sale of Products and Services, Form EM 104" and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

19. General Clauses

19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

19.7 Except as provided in Article 15 (Limitations of Liability) and in Section 19.1 (no nuclear use), this Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.

19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement. If permitted by applicable laws, the Contract may be signed by the parties using certified digital signature tools such as Docusign, or any other agreed upon certified means.

20. US Government Contracts

20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

20.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Unless otherwise specifically stated by Seller

in this Contract, Seller makes no representation or warranty as to the country of origin of Products. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GE GRID SOLUTIONS, LLC, IN THE AMOUNT OF SEVENTY-SIX THOUSAND NINETY-SEVEN DOLLARS AND THREE CENTS ($76,097.03), FOR THE PURCHASE OF A 69-KV BREAKER; AMENDING THE 2025 BUDGET; WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Electric Utility Department needs to purchase a 69-KV breaker for the expansion of A Sub;

WHEREAS, the lead time for this item is fifty (50) weeks; therefore, soliciting bids wouldn't be practical; and

WHEREAS, this is funded by a portion of a six hundred thousand dollar ($600,000.00) easement payment from AEP and a budget adjustment is needed to recognize said 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 an agreement with GE Grid Solutions, LLC, for the purchase of a 69-KV breaker, in an amount not to exceed seventy-six thousand ninety-seven dollars and three cents ($76,097.03);

Section 2: The 2025 Budget is hereby adjusted to recognize six hundred thousand dollars ($600,000.00) into Account #503010-37520 – Miscellaneous Income;

Section 3: The 2025 Budget is hereby adjusted to appropriate seventy-six thousand ninety-seven dollars and three cents ($76,097.03) from Account #503010-37520 – Miscellaneous Income into Account #503010-47210 – Plants and Building;

Section 4: 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 off a 69-KV breaker;

Section 5 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 6 - 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 7 - 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:	3/11/2025	**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:	Ordinance to Waive Competitive Bidding to Order 750 Underground Wire
Action Recommendation & Justification:	Approval of an Ordinance waiving competitive bidding to purchase 750 UG Wire from Stuart Irby, unit prices and estimated quantities attached, plus applicable taxes. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Due to market volatility and lead times related to these products, it would be neither practical or feasible. Award is based on the low responsive quote per line item, for estimated totals: Stuart Irby in the estimated amount of $144,531.12
Amount for Approval:	**$** 144,531.12

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):

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SERVICE CONTRACT: 15KV Underground Primary Cable

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Stuart Irby, 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 Invitation for Quotes, for the purchase and delivery of 750 underground wire, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, including all equipment, materials, products and all other items necessary to perform the work, 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 Electric Utilities Director, 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. Order for 750 Underground Wire per the unit prices attached herein, shall be placed by Contractor immediately following Purchase Order received from the City.
2. Contractor shall deliver the order to the City within forty-six (46) weeks from the date of the order being placed.

c. Any changes to the Term of this Contract or to the Service 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. 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 unit price 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:

a. Total Fee for Services: $144,531.12 (one hundred forty-four thousand five hundred thirty-one dollars and twelve cents), plus applicable taxes 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.

[This space has been intentionally left blank]

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

10. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract 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.

[This space has been intentionally left blank]

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:

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.

[This space has been intentionally left blank]

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 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 Contract**.**

[Signature Page Follows]

Administrative Services
Purchasing and Compliance 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

_____(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:_____

Stuart Irby

Address:_____

_____

_____

Date:_____

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT A

SCOPE OF WORK

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SCOPE OF WORK

The purchase and delivery of 750 1/3 Neutral AL underground wire. The Contractor will be responsible for supplying high-quality, durable wire suitable for underground installation. Delivery must be made to the specified location within the agreed-upon timeframe.

Location: Inventory Department - 501 SW 28th Street Bentonville, AR 72712

Lead time: 46 Weeks

Estimated quantity to be ordered: 10,443’

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

QUOTE FORM

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

BEUD Inventory Part Number	Wire Size	Feet Required	Price Per Foot - Irby	Extended Price	Lead Time	AECI	Techline
2192	750 1/3 Neutral AL	2094	$13.84	$28,980.96	46 weeks	$14.75	$19.65
		2115	$13.84	$29,271.60	46 weeks	$14.75	$19.65
		1776	$13.84	$24,579.84	46 weeks	$14.75	$19.65
		2316	$13.84	$32,053.44	46 weeks	$14.75	$19.65
		2142	$13.84	$29,645.28	46 weeks	$14.75	$19.65
						lead time 46 weeks	wire does not meet spec
		total: 10,443'		$144,531.12			
Total Price for All Line Items							

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH STUART IRBY, FOR 750 UNDERGROUND WIRE, AT A PER UNIT PRICE IN THE ESTIMATED TOTAL OF ONE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED THIRTY-ONE DOLLARS AND TWELVE CENTS ($144,531.12) PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Inventory Department requires 750 underground wire to provide for Electric Utility installations and projects;

WHEREAS, Stuart Irby provided the lowest responsive quote per line item, that was within BEUD specifications;

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

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Stuart Irby, for the purchase of 750 underground wire, at a per unit price in the estimated total of one hundred forty-four thousand five hundred thirty-one dollars and twelve cents ($144,531.12), plus applicable taxes;

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

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

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/11/2025	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Utilities- Sewer Rehab
Email:	bthompson@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 Sewer Flow Monitoring with TREKK Design Group
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter in to an agreement with TREKK Design Group in the amount of $93,482.00. Utility Board approved 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The agreement is required for the maintenance and software to monitor the sewer capacity in 9 flow monitors and 6 rain gauges throughout the city core.This will extend the monitoring period for one year, through a period of sewer rehabilitation, enabling staff to track successful Inflow and Infiltration reductions. $90,000.00 was budgeted for this project in account 503040-43410. A budget adjustment is required to move $3,482.00 of savings in account 503040-43310.
Amount for Approval:	$ 93,482.00

Budget Impact

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

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

503040-43410	Professional Services / Other	$ 3,482.00	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
503040-43310	Technical/Data Processing	$ (3,482.00)	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

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

Budget Impact Notes for Consideration (Optional):

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: 2025 Trekk Flow Monitoring ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Trekk Design Group, LLC, hereinafter referred to as "PROFESSIONAL CONSULTANT" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this _____ ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and

B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and PROFESSIONAL CONSULTANT agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, PROFESSIONAL CONSULTANT agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

PROFESSIONAL CONSULTANT shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. PROFESSIONAL CONSULTANT shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT.

D. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.

F. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

G. If the CITY fails to make any payment, not in dispute, due to PROFESSIONAL CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due to the PROFESSIONAL CONSULTANT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, PROFESSIONAL CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until PROFESSIONAL CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:

1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT with policy limit of not less than $1,000,000.00; and

4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and

2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;

3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing

the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

C. CITY recognizes that PROFESSIONAL CONSULTANT's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of PROFESSIONAL CONSULTANT, at no additional cost to the CITY. In the event that PROFESSIONAL CONSULTANT fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to PROFESSIONAL CONSULTANT.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.

B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates,

agents and PROFESSIONAL CONSULTANTs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANTs.

F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform PROFESSIONAL CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which PROFESSIONAL CONSULTANT shall communicate to its employees. PROFESSIONAL CONSULTANT and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. Unless specifically provided in the SCOPE, PROFESSIONAL CONSULTANT shall not have any responsibility for overall job safety at the site. If in the PROFESSIONAL CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, PROFESSIONAL CONSULTANT may immediately suspend performance until such safety standards can be attained.

C. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROFESSIONAL CONSULTANT's performance of this AGREEMENT.

ARTICLE X - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT 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

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the PROFESSIONAL CONSULTANT, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with PROFESSIONAL CONSULTANT's actions. All services to be performed by the PROFESSIONAL CONSULTANT pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The PROFESSIONAL CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

A. CITY and PROFESSIONAL CONSULTANT 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 dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, PROFESSIONAL CONSULTANT will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for PROFESSIONAL CONSULTANT's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - OPINIONS OF PROBABLE COST

A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and

qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.

B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

PROFESSIONAL CONSULTANT shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT 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 AGREEMENT will be in the District Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or PROFESSIONAL CONSULTANT's services.

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XIX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** ninety-three thousand four hundred eighty-two dollars and zero cents ($93,482.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

IN WITNESS THEREOF, the CITY and PROFESSIONAL CONSULTANT have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	TREKK Design Group, LLC.
CITY	PROFESSIONAL CONSULTANT
	[redacted]
BY	BY
MAYOR	CEO / Managing Member
TITLE	TITLE
	3/4/2025
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

Maintenance and oversight of a year-long flow monitoring study including up to 8 flow meters with a total of 9 AV sensors and 6 rain gauges.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the PROFESSIONAL CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the PROFESSIONAL CONSULTANT is accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the PROFESSIONAL CONSULTANT.

SERVICES BY THE PROFESSIONAL CONSULTANT

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:

  Topographical surveys, Right-of-Way Surveys, Utility Surveys and Coordination, Traffic Study, Geotechnical Investigations, Environmental Surveys, Permitting, Major Drainage Study, Conceptual Design Phase (30%), Preliminary Design Phase (60%), Final Design Phase (90%), Public Meetings, Bidding Services, Construction Support Services, Project Management Services, Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.

ATTACHMENT A
SCOPE OF SERVICES FOR
2025 Long Term Flow Monitoring
BENTONVILLE, ARKANSAS

The general scope of this work includes maintenance and oversight of a year-long flow monitoring study including up to 8 flow meters with a total of 9 AV sensors and 6 rain gauges. Flow meter and rain gauge locations have been selected by City of Bentonville Water Utility engineers and staff.

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION:

1. **Project Management and Administration** - The Consultants in-house project management, administration, budget tracking, and monthly billing (based on 12 months).

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

3. **Project Progress Meetings** - The Consultant will attend up to two (2) progress meetings during the Project to discuss work complete and necessary coordination efforts. The project manager and appropriate field team leader involved with current work activities shall attend on behalf of the Consultant. The Consultant shall prepare an agenda for each meeting and a summary following the meeting.

TASK 2 – FLOW METER AND RAIN GAUGE MAINTENANCE:

Consultant shall provide field maintenance for 8 flow meters including 9 AV sensors and 6 rain gauges for a period of 12 months for up to 15 site visits. Vision sensors shall be maintained at all 14 sites. All monitoring equipment will include remote telemetry units which use cellular technology. However, if data connections are lost, meters or rain gauges will be downloaded during the next maintenance visit and data uploaded to Waterspout.

1. **Flow Meter Maintenance** - Flow meter maintenance shall include the upload and interrogation of all flow data, monthly velocity profiting, replacement of batteries, sensor cleaning, and other diagnostic checks.

   Consultant shall use Fulcrum to monitor, manage, and record the field maintenance efforts. Fulcrum will house the collection of field interrogation records, manual verification measurements, and other detailed field note information. A detailed site summary including photos and maintenance visit information will be documented in a Fulcrum report form.

   Following a severe weather event, Consultant will perform a site visit to clean and verify the flow metering equipment and rain gauges are functioning properly. The standard field maintenance frequency is estimated to occur every third week and as needed for maintenance.

FlowWorks Platform - The FlowWorks platform will be configured and made available to allow the City and Engineer to remotely log in and view data at the flow and rainfall monitoring locations. Usernames and passwords will be established as requested, for up to six users. Consultant will configure the platform for the 8 flow meter with 9 AV sensors and the 6 rain gauge sites.

The following will be made available to the Engineering and City staff through the FlowWorks platform:

- Processed data following each maintenance visit.
- Tabular and graphical data of depth, velocity, flow, rainfall, digital camera pictures.
- Scatterplots.
- Map of installed sites with status of function.
- Ability to export raw and engineered flow data.

The price of a FlowWorks license includes access to historical data for up to 365 days from the date of the data logger installation. One year of data access is included in this project.

2. **Remote Diagnostic Inspections (RDI)** - RDI will be routinely completed throughout the monitoring period to verify meters are working properly and to complete engineered data reliability reviews. Consultant will utilize FlowWorks for RDI review and data viewing. The remote data server will allow reviewers to see the network in real-time and schedule maintenance site visits in order to maximize data uptime and minimize data gaps.

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

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

TASK 3 – NEW METER SITE INVESTIGATIONS, REMOVALS, AND RELOCATIONS:

As requested by the Engineer and City staff, the Consultant may relocate up to two (2) of the 8 flow meters after new meter site investigations have been complete. If the new meter site are determined to be adequate during investigations, the selected flow meters for relocation will be installed.

1. **Site Investigations** – The Consultant shall perform flow monitoring site investigations for up to 2 flow meters at locations provided by the Engineer and City staff. The purpose of the site investigations is to confirm each site is conducive for safe and effective flow monitoring that will produce quality data. The following should be taken into consideration when performing the meter site investigations.

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

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

2. **Site Relocation Installation and Calibration** – Once flow meter locations are confirmed through site investigations, the Consultant shall provide and prepare flow monitoring mounting equipment and sensor bands specific to each site. Consultant will install flow meters at up to two (2) confirmed locations and will maintain relocated monitoring equipment as described in Task 2 for the remaining duration of the project from contract execution date.

   Flow meters will be appropriately mounted for each site, with antennae installed and all sensors mounted within the flow using appropriately sized bands. Initial interrogations (manual measurements of velocity and depth) will be recorded to verify initial readings. Consultant shall complete site assessment forms for each relocated flow meter location. The assessment form shall include installation photos, pipe size, pipe material, manhole depth, evidence of surcharge, flow quality, and silt level.

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

End of Scope

2025 Fee Estimate

Project Name & Number City of Bentonville, AR - 2025 Long Term Flow Monitoring Phase III

Estimated NTP February 2025 Contract Time - 12 Months (365 Days)	Labor							Direct Expenses				Labor Sub-total	Direct Exp Sub-Total	TOTAL
	Project Manager QA/QC	Industry Specialist	Project Engineer	Field Manager	Field Technician I	Field Technician II	Administration	Mileage (Mile)	FlowWorks Fee (Per Meter)	Batteries (EA)	Additional Metering Equipment (LS)			
Fee Billing Rate	**$160.00**	**$190.00**	**$125.00**	**$145.00**	**$120.00**	**$92.00**	**$110.00**	**$ 0.70**	**$ 500.00**	**$ 1.30**	**$ 1,000.00**			
WORK TASK DESCRIPTION														
Task 1 - Project Management and Adminstration												**$ 9,190.00**	**$ 29.40**	**$ 9,219.40**
1.1 Project Management and Administation (Based on 12 months)	32	1		4			16					$ 7,650.00	$ -	$ 7,650.00
1.2 Project Kick-Off Meeting (Up to 1 @ 1 hr)	2			2				14				$ 610.00	$ 9.80	$ 619.80
1.3 Project Progress Meetings (Up to 2 @ 1 hr)	4			2				28				$ 930.00	$ 19.60	$ 949.60
Task 2 - Flow Meter and Rain Gauge Maintenance												**$ 70,550.00**	**$ 9,558.60**	**$ 80,108.60**
2.1 Flow Meter Maintenance (Up to 15 Trips)	12		8	50	158	212		300	8	962	1	$ 48,634.00	$ 6,460.60	$ 55,094.60
2.2 Remote Diagnostic Inspections (RDI)	16		86		8							$ 14,270.00	$ -	$ 14,270.00
2.3 Rainfall Meter Maintenance (Up to 7 Trips)	4		2	4	30	28		140	6			$ 7,646.00	$ 3,098.00	$ 10,744.00
SUB TOTAL HOURS / QUANTITY	**70**	**1**	**96**	**62**	**196**	**240**	**16**	**482**	**14**	**962**	**1**			
TOTAL FEE	***$ 11,200.00***	***$ 190.00***	***$ 12,000.00***	***$ 8,990.00***	***$ 23,520.00***	***$ 22,080.00***	***$ 1,760.00***	***$ 337.40***	***$ 7,000.00***	***$ 1,250.60***	***$ 1,000.00***	***$ 79,740.00***	***$ 9,588.00***	***$ 89,328.00***
ADDITIONAL TASKS TO CONSIDER														
Task 3 - New Meter Site Investigations, Removals, and Relocations												**$ 4,112.00**	**$ 42.00**	**$ 4,154.00**
3.1 Site Investigations	2			6		6		30				$ 1,742.00	$ 21.00	$ 1,763.00
3.2 Site Relocation Installation and Calibration				10		10		30				$ 2,370.00	$ 21.00	$ 2,391.00
SUB TOTAL HOURS / QUANTITY	**2**	**0**	**0**	**16**	**0**	**16**	**0**	**60**	**0**	**0**	**0**			
UNIT RATE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$ -	$ -	$ -	$ -			
TOTAL FEE	***$ 320.00***	***$ -***	***$ -***	***$ 2,320.00***	***$ -***	***$ 1,472.00***	***$ -***	***$ 42.00***	***$ -***	***$ -***	***$ -***	***$ 4,112.00***	***$ 42.00***	***$ 4,154.00***
TOTAL FEE WITH ADDITIONAL TASKS	***$ 11,520.00***	***$ 190.00***	***$ 12,000.00***	***$ 11,310.00***	***$ 23,520.00***	***$ 23,552.00***	***$ 1,760.00***	***$ 379.40***	***$ 7,000.00***	***$ 1,250.60***	***$ 1,000.00***	***$ 83,852.00***	***$ 9,630.00***	***$ 93,482.00***

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH TREKK DESIGN GROUP, IN TEHE AMOUNT OF NINETY-THREE THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS ($93,482.00), FOR MONITORING SOFTWARE AND MAINTENANCE; AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the City's Water Utility requests to enter into an agreement with Trekk Design Group for sewer flow monitoring on the City's water distribution system;

WHEREAS, this agreement is required for the maintenance and software to monitor the sewer capacity in nine (9) flow monitors and six (6) rain gauges throughout the city core; and

WHEREAS, the majority of this cost is budgeted; however, a budget adjustment in the amount of three thousand four hundred eighty-two dollars ($3,482.00) is needed to fund 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 Trekk Design Group, in an amount not to exceed ninety-three thousand four hundred eighty-two dollars ($93,482.00), for sewer flow monitoring on the City's water distribution system;

Section 2: The 2025 Budget is adjusted to appropriate three thousand four hundred eighty-two dollars ($3,482.00) from Account #503040-43310 – Technical/Data Processing into Account #503040-43410, Professional Services/Other;

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

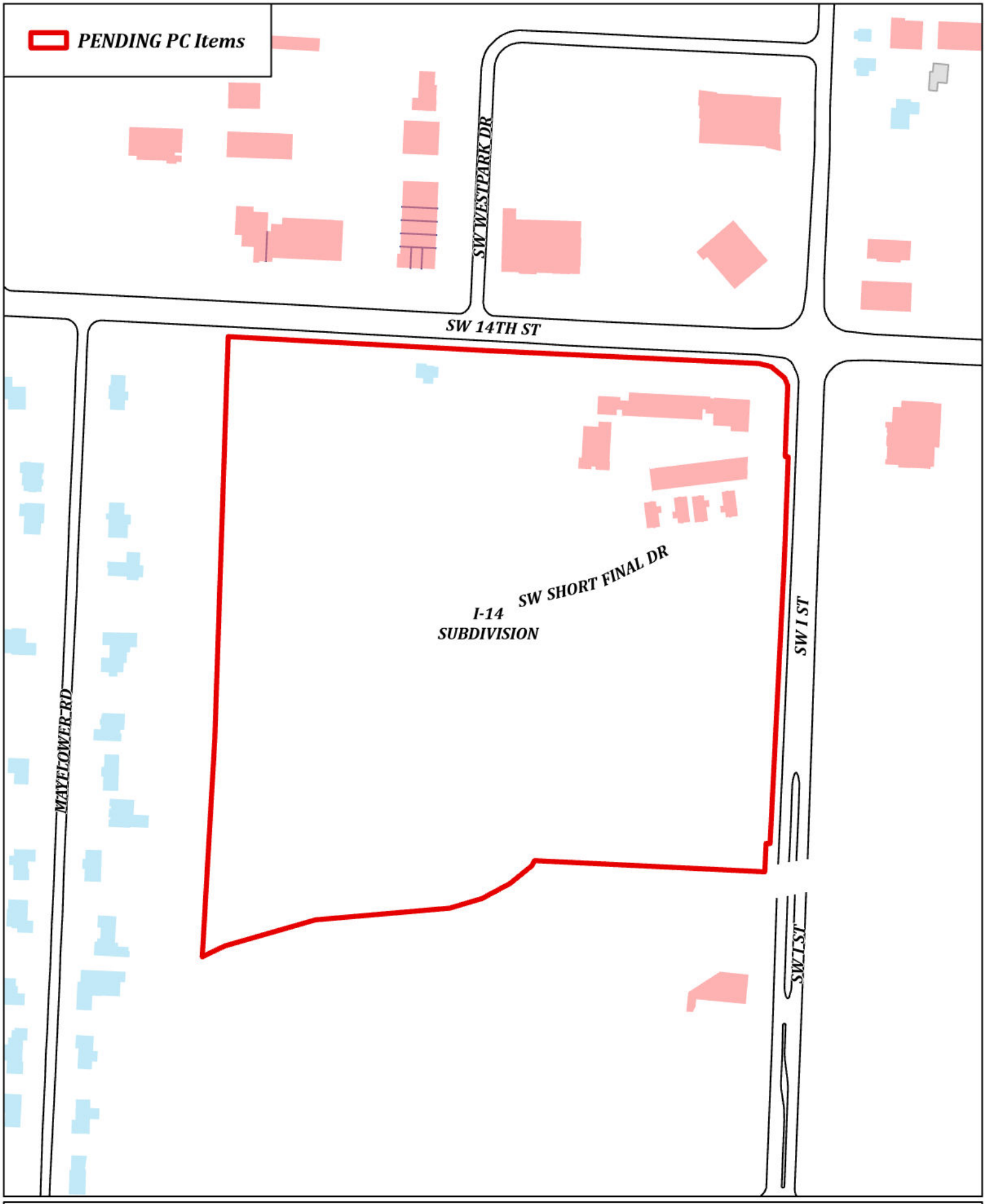
Consent Agenda Item FP24-0008

For the Planning Commission meeting on March 11, 2025

Details

Final Plat: I-14 Subdivision, Southwest I Street, C-2, General Commercial & A-1, Agriculture, *FP24-0008*

A final plat of I-14 Subdivision, creating 11 lots. Lots 1 and 8 are zoned A-1, Agriculture, while the remainder is zoned C-2, General Commercial. Southwest Westpark Drive is dedicated as public right-of-way to the southern lot line of Lot 6. One private drive, Southwest Short Final Drive, runs from Westpark Drive to intersect with Southwest I Street. Lots 9 and 11 are set aside as detention ponds. Lot 10 is wholly encumbered with floodway and floodplain. A 20' wide utility easement is dedicated along the southern side of Short Final Drive, and along the east and west sides of West Park Drive. A 10' wide utility easement is dedicated along the northern line of Lot 11. A 20' wide utility easement is also dedicated along the western boundary of Lot 6. A roughly 20' wide utility easement is dedicated along the western boundary of lots 9 & 10 as well as a roughly 10' wide utility easement along the northern boundary of Lot 9. No waivers or variances are associated with this final plat.



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FP24-0008
I-14 Subdivision
Final Plat

Final Plat of Lots 31, 45, 47 and 48 of Lucas Subdivision, Lots 1-3 in Scott Subdivision, and Lot 2, of Fieldstone Addition,

Creating Lots 1 - 11, I-14 Subdivision

SW 14th Street & SW I Street

Bentonville, Benton County, Arkansas

GENERAL NOTES:

1. 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.
2. This plat represents a Final Plat of the parcel recorded in Deed Instrument #L202184664, L202184663, L202165718, & L202117191 in the public records of Benton County, Arkansas.
3. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
4. Basis of Bearings: All bearings shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83,North Zone.
5. This survey is valid only if the drawing includes the seal and signature of the surveyor.
6. This survey meets current Arkansas State Standards of Practice for Property Boundary Surveys and Plats.
7. This survey is based on a title commitment provided by Fidelity National Title Insurance Company, File Number 19-5387 countersigned by City Title & Closing, LLC, Effective Date: November 6, 2019 , by Chicago Title Insurance Company, File Number 2020955-106 countersigned by Waco Title Company, Effective Date: November 1, 2020, by Chicago Title Insurance Company, File Number 2113588-106 countersigned by Waco Title Company, Effective Date: July 11, 2021, and by Chicago Title Insurance Company, File Number 2022898-106 countersigned by Waco Title Company.
8. No attempt was made to show building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.
9. The contractor is advised to contact the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contact all non-members as well as the One-Call System.
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 05, 2012
    LOMR 13-06-3762P, Effective Date: March 28, 2022
    Base Level Engineering (BLE) elevations are provided per Bentonville GIS.
11. 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.
12. Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
13. There may not be fences or any other structures built in any drainage easements.
14. 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.
15. Owner is 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.
16. All structures must maintain minimum of 20' clearance from all electric lines.
17. BEUD's standard practice is to place underground equipment (transformer, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in out 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.
18. 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.
19. Relocation of any existing electrical facilities shall be at the owner's expense.
20. Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.
21. The pending LOMR for Osage Tributary 2 (21-06-0748) will need to be approved and final elevations reviewed prior to a pre-construction meeting for buildings in the special flood hazard area.
22. Utility locations have been field verified.
23. All signage will require a separate a separate permit.
24. All fencing not shown on this plat will require a separate permit.
25. This property resides within Municipal Airport Zones B & C and meets the requirements of said zones. Please refer to the City of Bentonville Land Development and Zoning Codes for more information.
26. There are no waivers, variances and/or conditional uses at the time of preparing this plat or plan.
27. 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.
28. 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.

CONTACT INFORMATION:

a. Black Hill Energy: Josh Knight, 1301 Federal Way, PO Box 2129, Lowell, AR 72745, (479) 333-7005, Joshua.knight@blackhillscorp.com
b. AT&T: Brent Baldwin, 1133 E. Harold St., Fayetteville, AR 72701, (479) 200-9022 or (479) 571-6609, bb6585@att.com or Layne Rhodes, lr159@att.com, (479) 442-1977
c. Cox Communications: Chad Hodge, 4901 S. 48th Street, Springdale, AR 72762, (479) 263-7057 chad.hodge@cox.com and Timothy Goss, (479) 651-5583 timothy.goss@cox.com
d. Fire Dept.: City of Bentonville, Justin Scantlin, Fire Chief, 800 SW A Street, Bentonville, AR 72712, (479) 271-5927 or (479) 685-1096
e. Street Dept.: City of Bentonville, Tony Davis, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3130
f. Water Dept.: City of Bentonville, Beau Thompson, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3140
g. Electric Dept.: City of Bentonville, Charlie Barnes, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3159
h. Wastewater Dept.: City of Bentonville, Chris Earl, 1901 NE A Street, Bentonville, AR 72712, (479) 271-3161
i. Planning Dept.: City of Bentonville, Tyler Overstreet, 305 SW A Street, Bentonville, AR, (479) 271-3122
j. Building and Fire Safety: City of Bentonville, Brad Arnold, 305 SW A Street, Bentonville, AR, (479) 271-3108
k. City Engineer: City of Bentonville, Ellen Norvell, 3200 SW Municipal Drive, Bentonville, AR, (479) 271-5993
l. Stormwater: City of Bentonville, Alison West, 3200 SW Municipal Drive, Bentonville, AR, (479) 271-6719, jwest@bentonvillear.com

VICINITY MAP

NOT TO SCALE

Latitude: 36°21'23"N
Longitude: 94°13'21"W

Owner

Parcel #'s 01-07433-000
Suroeste 14, LLC
5543 Edmondson Pike Ste. 1122
Nashville, TN 37211
Matt O'Reilly, 479-696-1953

Owner

Parcel #'s 01-03326-000, 01-04103-000, 01-04102-000, 01-03324-000, & 01-03325-000
I-14, LLC
3511 SE J St. #109
Bentonville, AR 72712
Matt O'Reilly, 479-696-1953

Engineers/Surveyors:

CEI Engineering Associates, Inc.
2600 NE 11th St. Suite 300
Bentonville, AR 72712
Phone: (479) 273-9472
Fax:(479) 271-0536
Engineering Contact: Nate Bachelor
Surveyor: Dustin Riley

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: Suroeste 14, LLC
5543 Edmondson Pike PMB 1122
Nashville, TN 37211

Print Name: _____

Source of Title: Deed Instrument # L202117191

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Date of Execution: _____

Signed: _____

Name & Address: I-14, LLC
3511 SE J St. #109
Bentonville, AR 72712

Print Name: _____

Source of Title: Deed Instrument #L202165718, #L202184663 & #L202184664

SHEET INDEX

Sheet 1	Cover
Sheet 2	Overview
Sheet 3	Northwest Property
Sheet 4	Northeast Property
Sheet 5	Southwest Property
Sheet 6	Southeast Property
Sheet 7	Description
Sheet 8	Tables

REVISION

NO.	DESCRIPTION	DATE
1	1st sub comm	07/19/2024
2	2nd sub comm	11/12/2024
3	3rd sub comm	12/05/2024
4	Cert. Update	12/31/2024
5	4th sub comm	01/09/2025
6	6th sub comm	01/29/2025

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 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 Property Boundary Surveys and Plans have been met.

Date of Execution: _____

Signed: _____
Registered Land Surveyor
No.1618
State of Arkansas

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc.
No. 118
ARKANSAS ENGINEER

ATLAS PAGE: 443

City of Bentonville Project # FP24-0008

State Survey Code: 500-19N-31W-0-01-110-04-1618

CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING

BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX

CEI Solutions for Land and Life

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
BRANCH TBPLS FIRM #10194234

Final Plat
I-14, LLC
SW 14th Street & SW I Street
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KTC
CEI PROJECT NUMBER	32158
DATE	1/16/2025
REVISION	REV-6

Cover Sheet

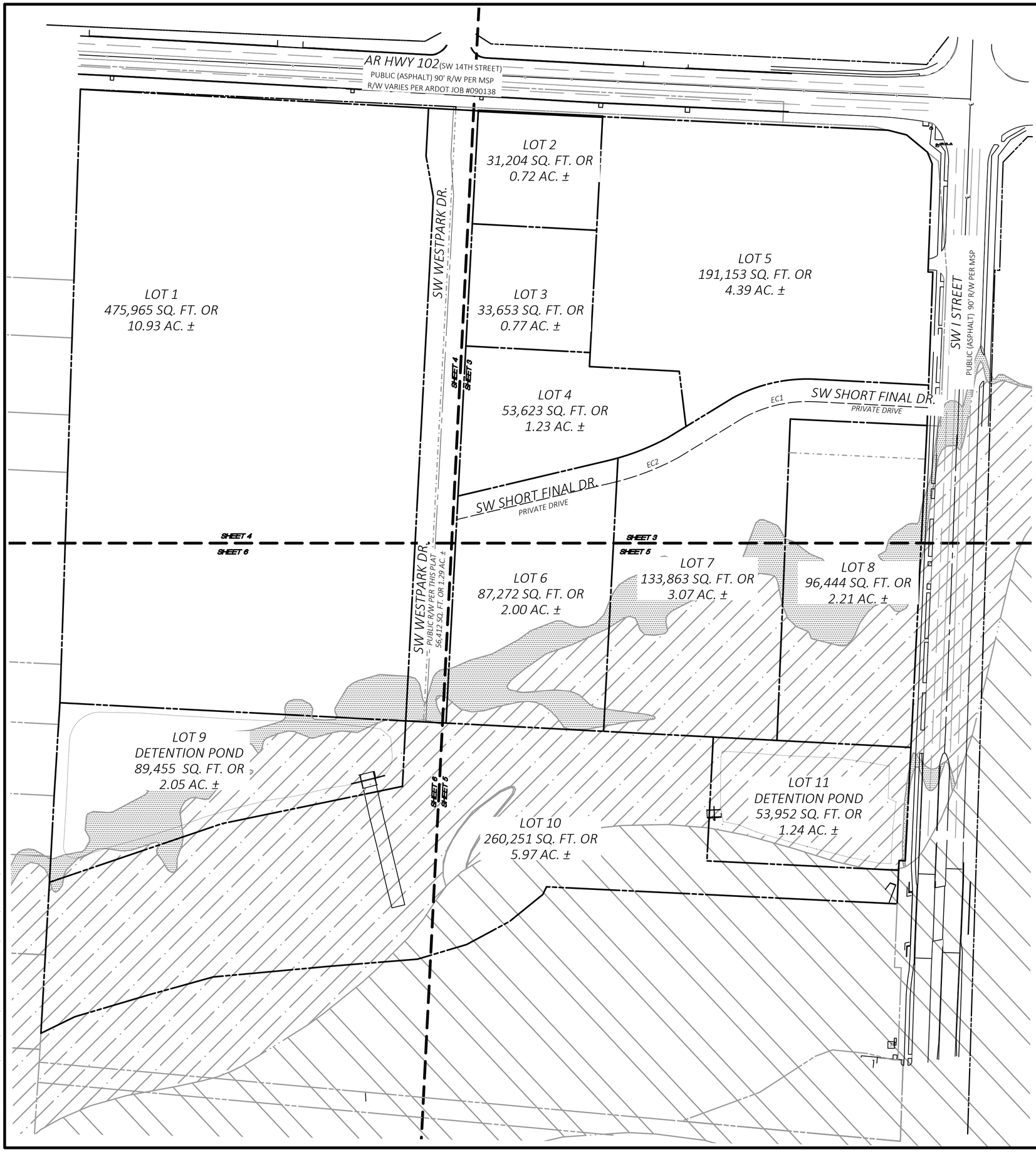
SHEET TITLE

SHEET NUMBER

1 OF 8

DRAWING LOCATION - S:\32000\32158\DRAWINGS SURVEY\SURVEY\WORKING\32158FP.DWG -- SAVED BY - WPIERSON

© 2025 CEI ENGINEERING ASSOCIATES, INC.



Legend

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- Adjoining Boundary Line
- Right-of-Way Line
- Easement Line
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- FEMA Zone x Shaded
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0 100' 150' 200'
SCALE IN FEET

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ATLAS PAGE: 443

City of Bentonville Project # FP24-0008

State Survey Code: 500-19N-31W-0-01-110-04-1618

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PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
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BRANCH TBPLS FIRM #10194234

Final Plat
I-14, LLC
SW 14th Street & SW I Street
Bentonville, Benton County, Arkansas

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DESIGNER	WAP
FIELD WORK	KTC
CEI PROJECT NUMBER	32158
DATE	1/16/2025
REVISION	REV-6

OVERVIEW
SHEET TITLE

SHEET NUMBER
2 OF 8

DRAWING LOCATION - S:\32000\32158\DRAWINGS SURVEY\SURVEY\WORKING\32158FP.DWG -- SAVED BY - WPIERSON

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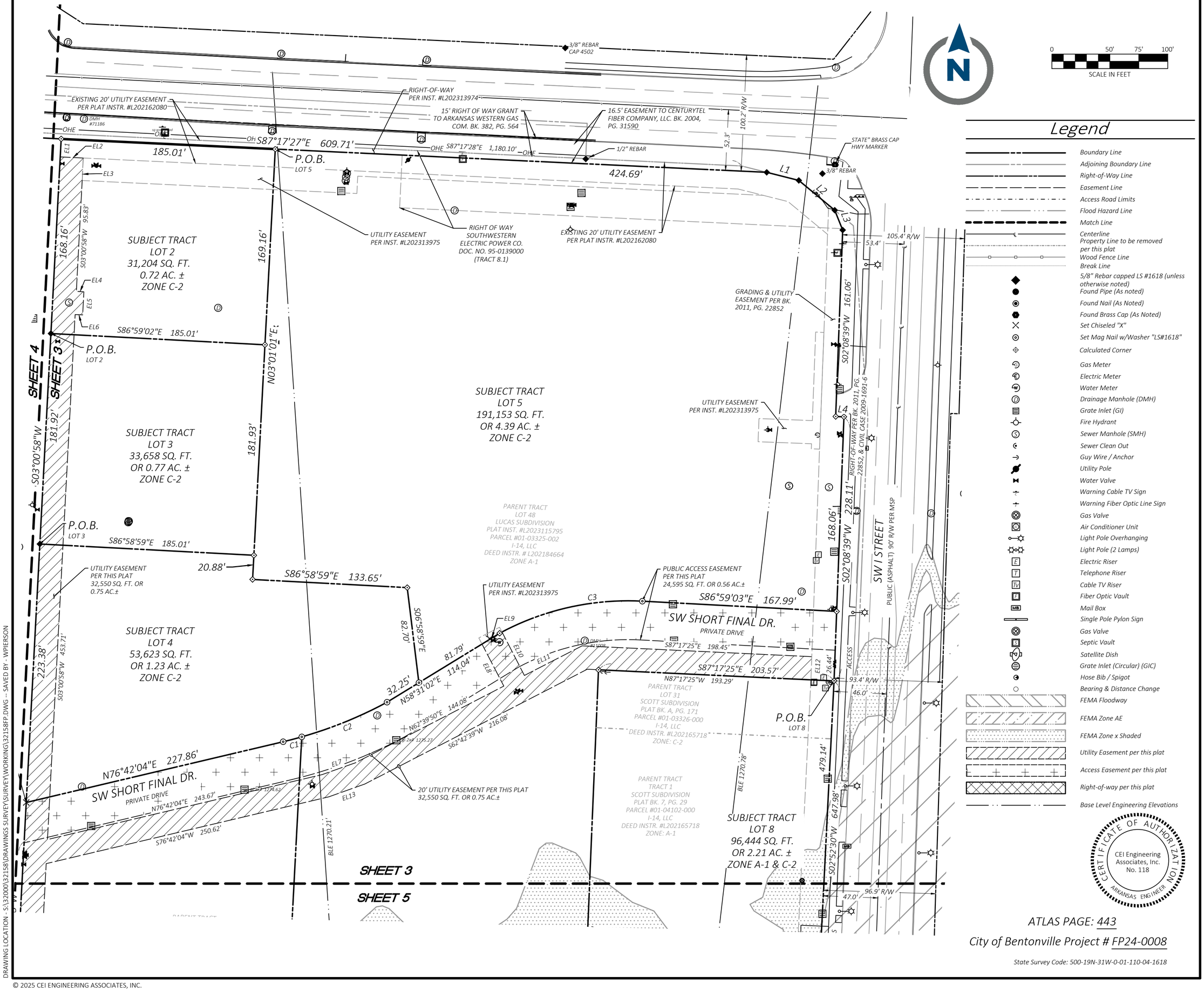

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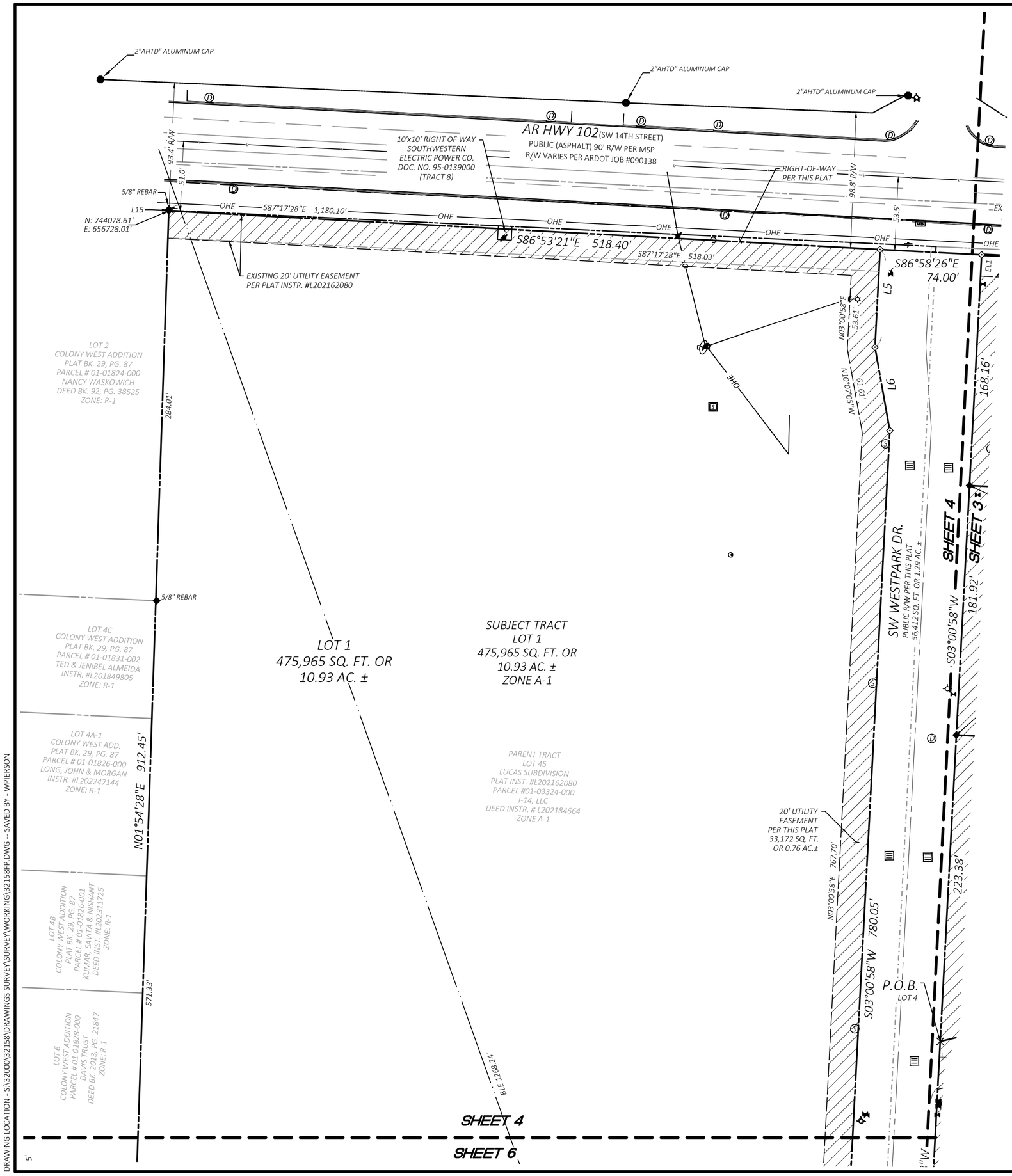
REVISION	REV-6

Northeast Property

SHEET TITLE

SHEET NUMBER

3 OF 8



0 50' 75' 100'

SCALE IN FEET

Legend

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CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

ATLAS PAGE: 443

City of Bentonville Project # FP24-0008

State Survey Code: 500-19N-31W-0-01-110-04-1618

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Final Plat
I-14, LLC
SW 14th Street & SW I Street
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FIELD WORK	KTC
CEI PROJECT NUMBER	32158
DATE	1/16/2025
REVISION	REV-6

Northwest Property

SHEET TITLE

SHEET NUMBER

4 OF 8

DRAWING LOCATION - S:\32000\32158\DRAWINGS SURVEY\SURVEY\WORKING\32158FP.DWG -- SAVED BY - WPIERSON

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SHEET 3

SHEET 5

SHEET 6

SHEET 5

PARENT TRACT
LOT 47
LUCAS SUBDIVISION
PLAT INST. #L202315795
PARCEL #01-03325-000
I-14, LLC
DEED INSTR. # L202209574
ZONE A-1

SUBJECT TRACT
LOT 6
87,272 SQ. FT. OR 2.00 AC. ±
ZONE C-2

SUBJECT TRACT
LOT 7
133,863 SQ. FT.
OR 3.07 AC ±
ZONE C-2

SUBJECT TRACT
LOT 8
96,444 SQ. FT.
OR 2.21 AC. ±
ZONE A-1 & C-2

SUBJECT TRACT
LOT 10
260,251 SQ. FT. OR
5.97 AC. ±
ZONE A-1

SUBJECT TRACT
LOT 11
DETENTION POND
WSE: 1270.3'
53,952 SQ. FT.
OR 1.24 AC. ±
ZONE C-2

PARENT TRACT
TRACT 1
SCOTT SUBDIVISION
PLAT BK. 7, PG. 29
PARCEL #01-04102-000
I-14, LLC
DEED INSTR. #L202165718
ZONE: A-1

PARENT TRACT
LOT 2
PLAT BK. 22L, PG. 100
FIELDSTONE ADDITION
PARCEL # 01-07433-000
SUROESTE 14, LLC
ZONE A-1

PARENT TRACT
PART TRACT 2 &3
PLAT BK. 7, PG. 29
SCOTT SUBDIVISION
PARCEL # 01-04103-000
I-14, LLC
DEED INSTR. #L202165718
ZONE: C-2

TRACT A
FIELDSTONE ADDITION
PLAT BK. 22L, PG. 100
PARCEL # 01-07432-000
SUROESTE 14 LLC
DEED INST. #L202117191
ZONE: C-2

S03°00'58"W 337.84'
S03°00'58"W 276.00'
N03°01'37"E 406.84'
N02°22'49"E 478.12'
N02°56'41"E 184.32'
S02°52'30"W 647.98'
S02°24'03"W 50.00'
N87°13'02"W 521.79'
N87°12'42"W 285.24'
N86°59'39"W 1266.76'
N87°13'29"W 264.64'
N86°40'06"W 137.69'
S86°59'32"E 98.09'
199.44'
234.46'
163.34'
94.77'
168.74'
479.14'
479.14'
47.0'
96.9' R/W
50.2'
20.0'
10.0'
63.88'
S50°55'04"W
72.26'
S61°47'34"W
76.16'
S73°25'09"W
BLE 1270.21'
BLE 1270.78'
L7
L8
L9
EL14
EL17
EL16
EL24
EL25
EL26
EL27
ACCESS
W
P.O.B.
LOT 6
P.O.B.
LOT 11
1/2" REBAR
3/8" REBAR
3/8" REBAR
1" PIPE
TOP OF BERM
TOP OF BERM
NON-BUILDABLE LOT
20' UTILITY EASEMENT PER THIS PLAT 32,550 SQ. FT. OR 0.75 AC.±
20' UTILITY EASEMENT PER PLAT BK. 22L, PG. 100
UTILITY EASEMENT PER THIS PLAT 18,153 SQ. FT. OR 0.42 AC.±
UTILITY EASEMENT PER THIS PLAT 2,406 SQ. FT. OR 0.06 AC.±
UTILITY & DRAINAGE EASEMENT PER THIS PLAT, 53,939 SQ. FT. OR 1.24 AC. ±
20' UTILITY EASEMENT PER PLAT BK. 22L, PG. 100
DRAINAGE, GRADING, & UTILITY, EASEMENT PER PLAT BK. 2009, PG. 33908
SW I STREET
PUBLIC (ASPHALT) 90' R/W PER MSP

Legend

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0 50' 75' 100'
SCALE IN FEET

ATLAS PAGE: 443

City of Bentonville Project # FP24-0008

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ARKANSAS ENGINEER

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CEI Solutions for Land and Life

Final Plat
I-14, LLC
SW 14th Street & SW I Street
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CEI PROJECT NUMBER	32158
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REVISION	REV-6

Southeast Property

SHEET TITLE

SHEET NUMBER

5 OF 8

DRAWING LOCATION - S:\32000\32158\DRAWINGS SURVEY\SURVEY\WORKING\32158FP.DWG -- SAVED BY - WPIERSON

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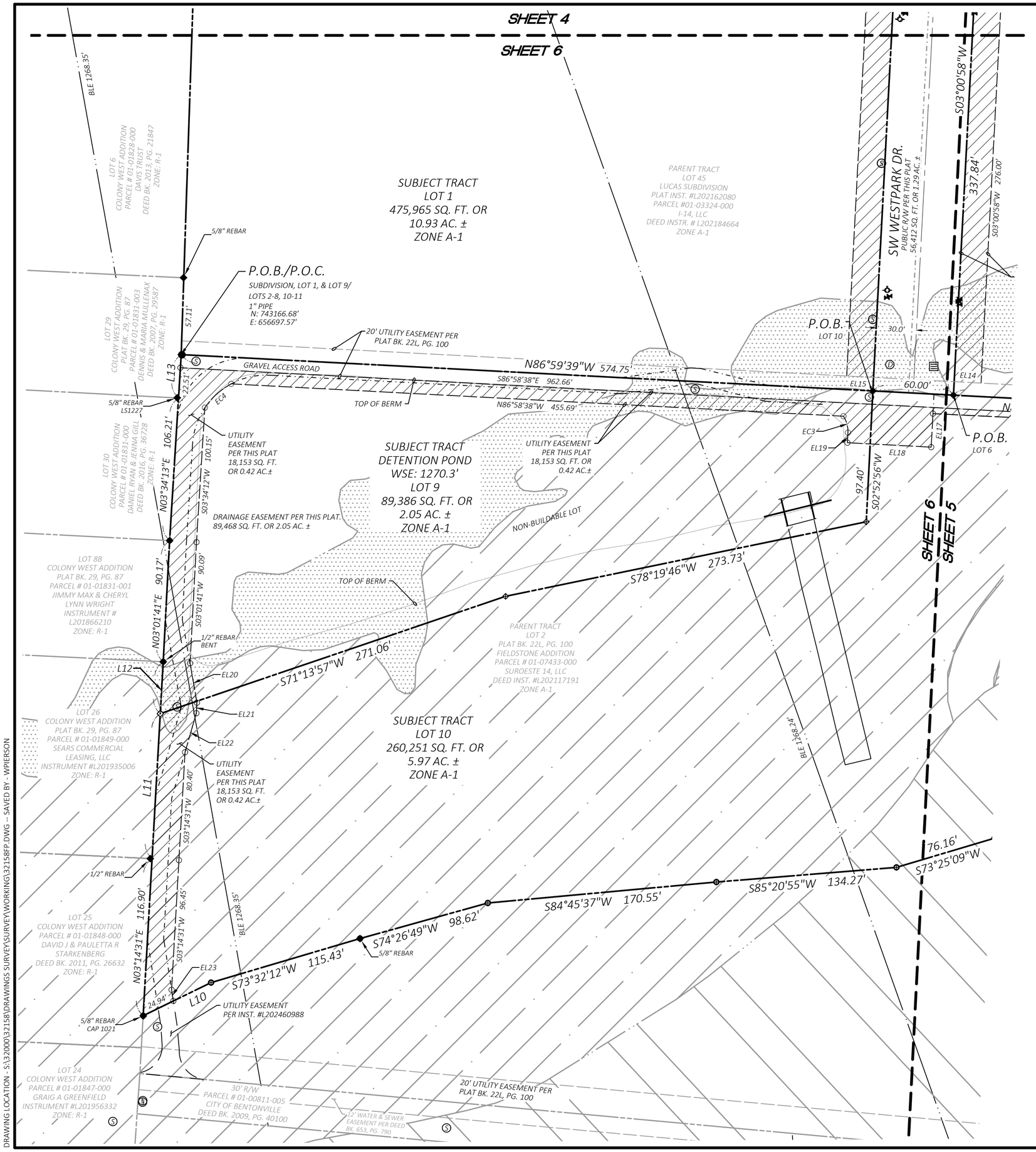

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FIELD WORK	KTC
CEI PROJECT NUMBER	32158
DATE	1/16/2025
REVISION	REV-6

Southwest Property

SHEET TITLE

SHEET NUMBER

6 OF 8

DRAWING LOCATION - S:\32000\32158\DRAWINGS SURVEY\SURVEY WORKING\32158FP.DWG -- SAVED BY - WPIERSON

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Parent Tract Description:

Lot 45, Lucas Subdivision, as shown by the plat recorded at Instrument # L202162080 in the public records of Benton County, Arkansas, and being a part of the Fractional NE¼ of the NE¼ of Section 1, Township 19 North, Range 31 West.

AND
Lots 47 & 48, Lucas Subdivision as shown by the plat recorded at Instrument #L202315795 in the public records of Benton County, Arkansas.

AND
Tract A and Lot 2 of Fieldstone Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Book 22L at Page 100.
LESS AND EXCEPT all that part deeded to the City of Bentonville, as shown by Deed Book 2009 at Page 33905 and Correction Deed Book 2010 at Page 2419 described as beginning at the SE corner of said Tract A; thence N 89°53'57" W along the South boundary of said Tract A a distance of 12.08 feet to the West boundary of herein described right of way; thence leaving said South boundary N 02°08'39" E along said right of way a distance of 137.09 feet; thence along said right of way, N 87°31'34" W a distance of 10.00 feet; thence continuing along said right of way, N 02°28'26" E a distance of 144.24 feet to the North boundary of said Lot 2; thence leaving said right of way S 87°12'53" E along said North boundary of said Lot 2 a distance of 22.29 feet to the NE corner of said Lot 2 from which bears a 1/2" rebar at S 87°12'53" E 1.94 feet; thence S 02°21'29" W along the East boundary of said Lot 2 and Tract A a distance of 280.70 feet to the point of beginning, containing 4,922 square feet or 0.11 acres, more or less.

Survey Subdivision Description:

All of Lot 45, Lucas Subdivision, as shown by the plat recorded at Instrument # L202162080, Lots 47 & 48, Lucas Subdivision as shown by the plat recorded at Instrument #L202315795, Lot 31, Scott Subdivision according to Plat Book A, Page 171, Tract 1, 2, & 3, Scott Subdivision according to Plat Book 7, Page 29 and Lot 2, Fieldstone Addition according to Plat Book 22L, Page 100 in the public records of Benton County, Arkansas and being described by metes and bounds as follows:

BEGINNING at a 5/8" rebar capped LS #1618 set at the southwest corner of said Lot 45;
THENCE along the west boundary of said Lot 45, North 01°54'28" East, 912.45 feet to a 5/8" rebar capped LS #1618 set on the south right-of-way of SW 14th Street (AR Hwy 102);
THENCE along said south right-of-way, the following three (3) calls:
1. *South 86°53'21" East, 518.40 feet to a 5/8" rebar capped LS #1618;*
2. *South 86°58'26" East, 74.00 feet to a 5/8" rebar capped LS #1618;*
3. *South 87°17'27" East, passing through a to a 5/8" rebar capped LS #1618 at a distance of 185.01 feet continuing for a total distance of 609.71 feet to a 5/8" rebar capped LS #1618 set at the intersection of said south right-of-way and the west right-of-way of SW I Street;*

THENCE along said west right-of-way, the following ten (10) calls:
1. *South 75°49'36" East, 28.58 feet to a 5/8" rebar capped LS #1618;*
2. *South 50°19'56" East, 40.28 feet to a 5/8" rebar capped LS #1618;*
3. *South 21°49'50" East, 18.42 feet to a 5/8" rebar capped LS #1618;*
4. *South 02°08'39" West, 161.06 feet to a 5/8" rebar capped LS #1618;*
5. *South 87°51'21" East, 7.12 feet to a 5/8" rebar capped LS #1618;*
6. *South 02°08'39" West, passing through a 5/8" rebar capped LS #1618 at a distance of 168.06 feet, continuing for a total distance of 228.11 feet to a 5/8" rebar capped LS #1618;*
7. *South 02°52'30" West, passing through a to a 5/8" rebar capped LS #1618 at a distance of 479.14 feet, continuing for a total distance of 647.98 feet to a 5/8" rebar capped LS #1618;*
8. *North 86°47'46" West, 9.12 feet to a 5/8" rebar capped LS #1618;*
9. *South 03°12'14" West, 14.53 feet to a 5/8" rebar capped LS #1618;*
10. *South 02°24'03" West, 50.00 feet to a 5/8" rebar capped LS #1618 to the south boundary of aforementioned Lot 2, Fieldstone Addition;*

THENCE along said south boundary, the following ten (10) calls:
1. *North 87°13'02" West, 521.79 feet to a 5/8" rebar capped LS #1618;*
2. *South 26°07'13" West, 12.67 feet;*
3. *South 50°55'04" West, 63.88 feet;*
4. *South 61°47'34" West, 72.26 feet;*
5. *South 73°25'09" West, 76.16 feet;*
6. *South 85°20'55" West, 134.27 feet;*
7. *South 84°45'37" West, 170.55 feet;*
8. *South 74°26'49" West, 98.62 feet to a 5/8" rebar;*
9. *South 73°32'12" West, 115.43 feet;*
10. *South 63°59'13" West, 56.14 feet to the west boundary of said Lot 2, Fieldstone Addition;*

THENCE along said west boundary, the following six (6) calls:
1. *North 03°14'31" East, 116.90 feet;*
2. *North 03°14'31" East 107.96 feet to a 5/8" rebar with cap LS1618;*
3. *North 03°14'31" East 38.61 feet to a 1/2-inch rebar;*
4. *North 03°01'41" East, 90.17 feet to a 5/8-inch rebar;*
5. *North 03°34'13" East, passing through a 5/8-inch rebar with cap LS1227 at a distance of 106.21 feet and continuing for a total distance of 138.53 feet to the POINT OF BEGINNING containing 1,562,942 square feet or 35.88 acres, more or less.*

Survey Description Lot 1:

A part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 1, Township 19 North, Range 31 West also being a part of Lot 45, Lucas Subdivision to the City of Bentonville according to Plat Instrument Number L202184664, in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

BEGINNING at a 5/8" rebar capped LS #1618 set at the southwest corner of said Lot 45;
THENCE along the west boundary of said Lot 45, North 01°54'28" East, 912.45 feet to a 5/8" rebar capped LS #1618 set on the south right-of-way of SW 14th Street (AR Hwy 102);
THENCE along said south right-of-way, South 86°53'21" East, 518.40 feet to a 5/8" rebar capped LS #1618 found at the intersection of said south right-of-way and the west right-of-way of Southwest Westpark Drive;
THENCE along said west right-of-way the following three (3) calls:
1. *South 03°00'58" West, 71.28 feet to a 5/8" rebar capped LS #1618;*
2. *South 10°07'05" East, 61.61 feet to a 5/8" rebar capped LS #1618;*
3. *South 03°00'58" West, 780.05 feet to a 5/8" rebar capped LS #1618 found along the south boundary line of the aforementioned Lot 45;*

THENCE along said south boundary, North 86°59'40" West, 514.75 feet to the POINT OF BEGINNING containing 475,965 square feet or 10.93 acres, more or less.

Survey Description Lot 2:

A part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 1, Township 19 North, Range 31 West also being a part of Lot 47, Lucas Subdivision to the City of Bentonville according to Plat Instrument Number L202315795, in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

COMMENCING at a 5/8" rebar with cap LS1618 set at the southwest corner of said Lot 45;
THENCE along the south boundary line of said Lot 45, South 86°59'39" East, passing through a 5/8" rebar with cap LS1618 at a distance of 514.75 feet and continuing for a total distance of 574.75 feet to a 5/8" rebar with cap LS1618 found on the east right-of-way of Southwest Westpark Drive;
THENCE along said east right-of-way, North 03°00'58" East, passing through a 5/8" rebar with cap LS1618 at a distance of 337.84 feet, passing through a 5/8" rebar with cap LS1618 at a distance of 561.22 feet, and continuing for a total distance of 743.14 feet to a 5/8" rebar with cap LS1618 and the POINT OF BEGINNING;
THENCE continuing along said east right-of-way line, North 03°00'58" East, 168.16 feet to a 5/8" rebar with cap LS1618 on the south right-of-way of Southwest 14th Street;
THENCE departing said east right-of-way line, South 87°17'27" East, 185.01 feet to a 5/8" rebar with cap LS1618;
THENCE South 03°01'01" West, 169.16 feet to a 5/8" rebar with cap LS1618;
THENCE North 86°59'02" West, 185.01 feet to the POINT OF BEGINNING containing 31,204 square feet or 0.72 acres, more or less.

Survey Description Lot 3:

A part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 1, Township 19 North, Range 31 West also being a part of Lot 47, Lucas Subdivision to the City of Bentonville according to Plat Instrument Number L202315795, in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

COMMENCING at a 5/8" rebar with cap LS1618 set at the southwest corner of Lot 45, Lucas Subdivision per Plat Instrument Number L202184664;
THENCE along the south boundary line of said Lot 45, South 86°59'40" East, passing through a 5/8" rebar with cap LS1618 at a distance of 514.75 feet and continuing for a total distance of 574.75 feet to a 5/8" rebar with cap LS1618 found on the east right-of-way of Southwest Westpark Drive;
THENCE along said east right-of-way, North 03°00'58" East, passing through a 5/8" rebar with cap LS1618 at a distance of 337.84 feet and continuing for a total distance of 561.22 feet to a 5/8" rebar with cap LS1618 and the POINT OF BEGINNING;
THENCE continuing along said east right-of-way, North 03°00'58" East, 181.92 feet to a 5/8" rebar with cap LS1618;
THENCE departing said east right-of-way, South 86°59'02" East, 185.01 feet to a 5/8" rebar with cap LS1618;
THENCE South 03°01'01" West, 181.93 feet to a 5/8" rebar with cap LS1618;
THENCE North 86°58'59" West, 185.01 feet to the POINT OF BEGINNING containing 33,658 square feet or 0.77 acres, more or less.

Survey Description Lot 4:

A part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 1, Township 19 North, Range 31 West also being a part of Lot 46, Lucas Subdivision to the City of Bentonville according to Plat Instrument Number L202315795, in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

COMMENCING at a chiseled "X" set at the southwest corner of said Lot 45 per Plat Instrument Number L202184664;
THENCE along the south boundary line of said Lot 45, South 86°59'40" East, passing through a 5/8" rebar with cap LS1618 at a distance of 514.75 feet and continuing for a total distance of 574.75 feet to a 5/8" rebar with cap LS1618 found on the east right-of-way of Southwest Westpark Drive;
THENCE along said east right-of-way, North 03°00'58" East, 337.84 feet to a 5/8" rebar with cap LS1618 and the POINT OF BEGINNING;
THENCE along said east right-of-way, North 03°00'58" East, 223.38 feet to a 5/8" rebar with cap LS1618;
THENCE departing said east right-of-way, South 86°58'59" East, 185.01 feet to a 5/8" rebar with cap LS1618;
THENCE South 03°01'01" West, 20.88 feet to a 5/8" rebar with cap LS1618;
THENCE South 86°58'59" East, 133.65 feet to a 5/8" rebar with cap LS1618;
THENCE South 06°58'59" East, 82.70 feet to a 5/8" rebar with cap LS1618;
THENCE South 58°31'02" West, 32.25 feet to a 5/8" rebar with cap LS1618;
THENCE Westerly along the arc of a curve to the right 96.21 feet, having a radius of 366.50 feet, through a central angle of 15°02'27", having a chord bearing and distance of South 69°10'50" West, 95.93 feet to a 5/8" rebar with cap LS1618;
THENCE South 76°42'04" West, 227.86 feet to a 5/8" rebar with cap LS1618 to the POINT OF BEGINNING containing 53,623 square feet or 1.23 acres, more or less.

Survey Description Lot 5:

A part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 1, Township 19 North, Range 31 West also being a part of Lot 48, Lucas Subdivision to the City of Bentonville according to Plat Instrument Number L202315795, in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

COMMENCING at a 5/8" rebar with cap LS1618 set at the southwest corner of said Lot 45;
THENCE along the south boundary line of said Lot 45, South 86°59'40" East, passing through a 5/8" rebar with cap LS1618 at a distance of 514.75 feet and continuing for a total distance of 574.75 feet to a 5/8" rebar with cap LS1618 found on the east right-of-way of Southwest Westpark Drive;
THENCE along said east right-of-way, North 03°00'58" East, passing through a 5/8" rebar with cap LS1618 at a distance of 337.84 feet, passing through a 5/8" rebar with cap LS1618 at a distance of 561.22 feet, passing through a 5/8" rebar with cap LS1618 at a distance of 743.14 feet, and continuing for a total distance of 911.31 feet to a 5/8" rebar with cap LS1618;
THENCE departing said east right-of-way, South 87°17'27" East, 185.01 feet to a 5/8" rebar with cap LS1618 found on the south right-of-way of Southwest 14th Street and the POINT OF BEGINNING;
THENCE South 87°17'27" East, 424.69 feet to a 5/8" rebar with cap LS1618 found at the intersection of the of the south right-of-way of Arkansas State Highway 102 (SW 14th Street) and the west right-of-way of SW I Street;
THENCE along said west right-of-way, the following six (6) calls:
1. *South 75°49'36" East, 28.58 feet to a 5/8" rebar with cap LS1618;*
2. *South 50°19'56" East, 40.28 feet to a 5/8" rebar with cap LS1618;*
3. *South 21°49'50" East, 18.42 feet to a 5/8" rebar with cap LS1618;*
4. *South 02°08'39" West, 161.06 feet to a 5/8" rebar with cap LS1618;*
5. *South 87°51'21" East, 7.12 feet to a 5/8" rebar with cap LS1618;*
6. *South 02°08'39" West, 168.06 feet to a 5/8" rebar with cap LS1618;*

THENCE departing said west right-of-way, North 86°59'03" West, 167.99 feet to a 5/8" rebar with cap LS1618;
THENCE Westerly along the arc of a curve to the left 127.79 feet, having a central angle of 31°21'16", a radius of 233.51 feet, and a chord that bears South 77°20'19" West with a chord distance of 126.20 feet to a 5/8" rebar with cap LS1618;
THENCE South 58°31'02" West, 81.79 feet to a 5/8" rebar with cap LS1618;
THENCE North 06°58'59" West, 82.70 feet to a 5/8" rebar with cap LS1618;
THENCE North 86°58'59" West, 133.65 feet to a 5/8" rebar with cap LS1618;
THENCE North 03°01'01" East, 20.88 feet to a 5/8" rebar with cap LS1618;
THENCE North 03°01'01" East, passing through a 5/8" rebar with cap LS1618 at a distance of 181.93 feet and continuing for a total distance of 351.08 to the POINT OF BEGINNING, containing 191,153 square feet or 4.39 acres, more or less.

Survey Description Lot 6:

A part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 1, Township 19 North, Range 31 West also being a part of Lot 47, Lucas Subdivision to the City of Bentonville according to Plat Instrument Number L202315795, in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

COMMENCING at a 5/8" rebar with cap LS1618 set at the southwest corner of Lot 45 Lucas Subdivision per Plat Instrument Number L202184664;
THENCE along the south boundary line of said Lot 45, South 86°59'40" East, passing through a 5/8" rebar with cap LS1618 at a distance of 514.75 feet and continuing for a total distance of 574.75 feet to a 5/8" rebar with cap LS1618 found on the east right-of-way of Southwest Westpark Drive and the POINT OF BEGINNING;
THENCE along said east right-of-way, North 03°00'58" East, 337.84 feet to a chiseled "X";
THENCE departing said east right-of-way, North 76°42'04" East, 227.86 feet to a 5/8" rebar with cap LS1618;
THENCE Easterly along the arc of a curve to the left 16.63 feet, having a radius of 366.50 feet, through a central angle of 02°36'01", having a chord bearing and distance of North 75°24'03" East, 16.63 feet to a 5/8" rebar with cap LS1618;
THENCE South 03°01'37" West, 406.88 feet to a 5/8" rebar with cap LS1618 found on the south boundary line of said Lot 46;
THENCE along said south boundary line, North 86°59'04" West, 234.46 feet to the POINT OF BEGINNING containing 87,272 square feet or 2.00 acres, more or less.

Survey Description Lot 7:

A part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 1, Township 19 North, Range 31 West also being a part of Lot 47, Lucas Subdivision to the City of Bentonville according to Plat Instrument Number L202315795, in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

COMMENCING at a 5/8" rebar with cap LS1618 set at the southwest corner of Lot 45 Lucas Subdivision per Plat Instrument Number L202184664;
THENCE along the south boundary line of said Lot 45, South 86°59'40" East, passing through a 5/8" rebar with cap LS1618 at a distance of 514.75 feet and continuing for a total distance of 574.75 feet to a 5/8" rebar with cap LS1618 found at the intersection of the east right-of-way of Southwest Westpark Drive and the west boundary line of said Lot 46;
THENCE along the south boundary line of said Lot 46, South 86°59'05" East, 234.46 feet to a 5/8" rebar with cap LS1618 and the POINT OF BEGINNING;
THENCE departing said south boundary line, North 03°01'37" East, 406.88 feet to a 5/8" rebar with cap LS1618;
THENCE Easterly along the arc of a curve to the left 79.58 feet, having a radius of 366.50 feet, through a central angle of 12°26'26", having a chord bearing and distance of North 67°52'50" East, 79.42 feet to a 5/8" rebar with cap LS1618;
THENCE North 58°31'02" East, passing through a 5/8" rebar with cap LS1618 at a distance of 32.25 feet and continuing for a total distance of 114.04 feet to a 5/8" rebar with cap LS1618;
THENCE Easterly along the arc of a curve to the right 127.79 feet, having a radius of 233.50 feet, through a central angle of 31°21'24", having a chord bearing and distance of North 77°20'19" East, 126.20 feet to a 5/8" rebar with cap LS1618;
THENCE South 86°59'03" East, 167.99 feet to a 5/8" rebar with cap LS1618 found along the west right-of-way line of SW I Street;
THENCE along said west right-of-way line, South 02°08'35" West, 59.95 feet to a 5/8" rebar with cap LS1618;
THENCE departing said west right-of-way line, North 87°17'25" West, 203.57 feet to a 1" Pipe found at the northwest corner of Lot 31, Lucas Subdivision per Deed Instrument #L202165718;
THENCE along the west boundary line of said Lot 31, South 02°22'49" West, 478.12 feet to a 1" Pipe found at the southeast corner of the aforementioned Lot 46;
THENCE along the south boundary line of said Lot 46, North 87°00'11" West, passing through a 1/2" rebar at a distance of 94.77 feet and continuing for a total distance of 258.11 feet to the POINT OF BEGINNING containing 133,863 square feet or 3.07 acres, more or less.

Survey Description Lot 8:

A part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 1, Township 19 North, Range 31 West also being a part of Lot 31, Scott Subdivision per Plat Book A, Page 171 and part of Tract 1, Scott Subdivision per Plat Book 7, Page 29 in the public records of Benton County, Arkansas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" rebar with cap LS1618 found at the northeast corner of said Lot 31 and on the west right-of-way line of SW I Street;
THENCE along said west right-of-way line, South 02°52'30" West, 479.14 feet to a 5/8" rebar with cap LS1618 found at the southeast corner of said Tract 1;
THENCE along the south boundary line of said Tract 1, North 86°59'39" West, 199.44 feet to a 1" pipe found at the southwest corner of said Tract 1;
THENCE departing said south boundary line, North 02°22'49" East, 478.12 feet to a 1" pipe found at the northwest corner of said Lot 31;
THENCE along the north boundary line of said Lot 31, South 87°17'25" East, 203.57 feet to the POINT OF BEGINNING containing 96,444 square feet or 2.21 acres, more or less.

Survey Description Lot 9:

A part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 1, Township 19 North, Range 31 West also being a part of Lot 2, Fieldstone Addition to the City of Bentonville as shown in Plat Book 22L, Page 100 in the public records of Benton County, Arkansas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" rebar with cap LS1618 found at the northwest corner of said Lot 2;
THENCE along the north boundary line of said Lot 2, South 86°59'39" East, 514.75 feet to a 5/8" rebar with cap LS1618;
THENCE departing said north boundary line, South 02°52'56" West, 97.40 feet to a 5/8" rebar with cap LS1618;
THENCE South 78°19'46" West, 273.73 feet to a 5/8" rebar with cap LS1618;
THENCE South 71°13'57" West, 271.06 feet to a 5/8" rebar with cap LS1618 found on the west boundary line of said Lot 2;
THENCE along said west boundary line, North 03°14'31" East, passing through a 1/2" rebar at a distance of 38.61 feet and continuing for a total distance of 128.75 feet;
THENCE continuing along said west boundary line, North 03°34'13" East, passing through a 5/8-inch rebar with cap LS1227 at a distance of 106.21 feet and continuing for a total distance of 138.53 feet to the POINT OF BEGINNING containing 89,455 square feet or 2.05 acres, more or less.

Survey Description Lot 10:

A part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 1, Township 19 North, Range 31 West also being a part of Lot 2, Fieldstone Addition to the City of Bentonville as shown in Plat Book 22L, Page 100 in the public records of Benton County, Arkansas and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" rebar with cap LS1618 found at the northwest corner of said Lot 2;
THENCE South 86°59'40" East, 514.75 feet to a 5/8" rebar with cap LS1618 and the POINT OF BEGINNING;
THENCE along the north boundary line of said Lot 2, South 86°59'39" East, passing through a 5/8" rebar with cap LS1618 at a distance of 60.00 feet, passing through a 5/8" rebar with cap LS1618 at a distance of 294.46 feet, and continuing for a total distance of 457.80 feet to a 1/2" rebar;
THENCE departing said north boundary line, South 02°56'41" West, 184.32 feet to a 3/8" rebar;
THENCE South 87°12'42" East, 285.24 feet to a 5/8" rebar with cap LS1618 found at a point along the west right-of-way of Southwest I Street;
THENCE along said west right-of-way, South 02°24'03" West, 50.00 feet;
THENCE along the south boundary line of said Lot 2 the following ten (10) calls:
1. *North 87°13'02" West, 521.79 feet;*
2. *South 26°07'13" West, 12.67 feet;*
3. *South 50°55'04" West, 63.88 feet;*
4. *South 61°47'34" West, 72.26 feet;*
5. *South 73°25'09" West, 76.16 feet;*
6. *South 85°20'55" West, 134.27 feet;*
7. *South 84°45'37" West, 170.55 feet;*
8. *South 74°26'49" West, 98.62 feet;*
9. *South 73°32'12" West, 115.43 feet;*
10. *South 63°59'13" West, 56.14 feet to the west boundary line of said Lot 2;*

THENCE along said west boundary line, North 03°14'31" East, 116.90 feet
THENCE continuing along said west boundary line, North 03°14'31" East 107.96 feet to a 5/8" rebar with cap LS1618;
THENCE departing said west boundary line, North 71°13'57" East, 271.06 feet to a 5/8" rebar with cap LS1618;
THENCE North 78°19'46" East, 273.73 feet to a 5/8" rebar with cap LS1618;
THENCE North 02°52'56" East, 97.40 feet to the POINT OF BEGINNING containing 260,251 square feet or 5.97 acres, more or less.

Survey Description Lot 11:

A part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 1, Township 19 North, Range 31 West also being a part of Tracts 2 & 3 of Scott Subdivision as shown in Plat Book 7, Page 29 in the public records of Benton County, Arkansas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" rebar with cap LS1618 found at the southeast corner of said Tract 2;
THENCE along the south boundary line of said Tract 2, North 87°12'42" West, 285.24 feet to a 3/8" rebar;
THENCE along the west boundary line of said Tract 2, North 02°56'41" East, 184.32 feet to a 1/2" rebar;
THENCE along the north boundary line of said Tract 2, South 86°59'39" East, passing through a 1" pipe at a distance of 94.77 feet and continuing for a total distance of 294.21 feet to a 5/8" rebar with cap LS1618 found on the west right-of-way of Southwest I Street;
THENCE along said west right-of-way the following three (3) calls:
1. *South 02°52'30" West, 168.74 feet to a 5/8" rebar with cap LS1618;*
2. *North 86°47'46" West, 9.12 feet to a 5/8" rebar with cap LS1618;*
3. *South 03°12'14" West, 14.53 feet to the POINT OF BEGINNING containing 53,952 square feet or 1.24 acres, more or less.*

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

ATLAS PAGE: 443

City of Bentonville Project # FP24-0008

State Survey Code: 500-19N-31W-0-01-110-04-1618

CEI Solutions for Land and Life

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
BRANCH TBPLS FIRM #10194234

Final Plat I-14, LLC

SW 14th Street & SW I Street
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KTC
CEI PROJECT NUMBER	32158
DATE	1/16/2025
REVISION	REV-6

Description

SHEET TITLE

SHEET NUMBER

7 OF 8

DRAWING LOCATION - S:\32000\32158\DRAWINGS SURVEY\SURVEY\WORKING\32158FP.DWG -- SAVED BY - WPIERSON

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Property Line Table		
Line #	Direction	Length
L1	S75°49'36"E	28.58'
L2	S50°19'56"E	40.28'
L3	S21°49'50"E	18.42'
L4	S87°51'21"E	7.12'
L5	S03°00'58"W	71.28'
L6	S10°07'05"E	61.61'
L7	N86°47'46"W	9.12'
L8	S03°12'14"W	14.53'
L9	S26°07'13"W	12.67'
L10	S63°59'13"W	56.14'
L11	N03°14'31"E	107.96'
L12	N03°14'31"E	38.61'
L13	N03°34'13"E	32.31'

Property Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C1	366.50'	16.63'	2°36'01"	N75°24'03"E	16.63'
C2	366.50'	79.58'	12°26'26"	N67°52'50"E	79.42'
C3	233.50'	127.79'	31°21'24"	N77°20'19"E	126.20'

Easement Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
EC1	200.00'	108.82'	31°10'24"	S77°25'49"W	107.48'
EC2	400.00'	105.00'	15°02'27"	S69°10'50"W	104.70'
EC3	20.00'	12.87'	36°52'12"	N15°24'44"W	12.65'
EC4	54.62'	26.62'	27°55'34"	N47°48'54"E	26.36'

Easement Line Table		
LINE	BEARING	DISTANCE
EL1	S03°00'58"W	15.54'
EL2	N87°17'28"W	19.90'
EL3	N02°42'32"E	19.46'
EL4	S86°59'03"E	6.50'
EL5	S03°00'58"W	20.00'
EL6	N86°59'02"W	6.50'
EL7	N70°27'04"E	30.54'
EL8	N27°28'02"W	40.87'
EL9	N58°54'18"E	20.18'
EL10	S27°16'35"E	42.21'
EL11	N62°49'53"E	56.00'
EL12	S02°08'39"W	20.00'
EL13	S70°27'04"W	32.99'
EL14	N86°58'38"W	20.00'

Easement Line Table		
LINE	BEARING	DISTANCE
EL15	S86°58'38"E	20.00'
EL16	S02°56'43"W	4.17'
EL17	S03°01'22"W	24.93'
EL18	N86°58'38"W	62.36'
EL19	N03°01'22"E	7.50'
EL20	S09°50'52"E	29.79'
EL21	S03°14'31"W	7.77'
EL22	S16°09'14"W	30.19'
EL23	S08°48'26"E	8.44'
EL24	S03°19'54"W	14.92'
EL25	N86°40'06"W	97.93'
EL26	N02°56'43"E	24.28'
EL27	S03°19'54"W	9.91'

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

ATLAS PAGE: 443

City of Bentonville Project # FP24-0008

State Survey Code: 500-19N-31W-0-01-110-04-1618

CEI Solutions for Land and Life

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
BRANCH TBPLS FIRM #10194234

Final Plat
I-14, LLC
SW 14th Street & SW I Street
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KTC
CEI PROJECT NUMBER	32158
DATE	1/16/2025
REVISION	REV-6

Tables

SHEET TITLE

SHEET NUMBER

8 OF 8

DRAWING LOCATION - S:\32000\32158\DRAWINGS SURVEY\SURVEY\WORKING\32158FP.DWG -- SAVED BY - WPIERSON

© 2025 CEI ENGINEERING ASSOCIATES, INC.

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A FINAL PLAT OF LOTS 1-11 OF I-14 SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: FP24-0008)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of LOTS 1-11 OF I-14 SUBDIVISION to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on March 4, 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 LOTS 1-11 OF I-14 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 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 - Lot 59 & 60 of Skyview Acres

1108 Lockheed Street

PC Date: 3/4/2025

Staff Report Details

Project Number	LS24-0053
Applicant / Current Owner	
Site Area	+/- **0.16** 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 55 of Skyview Acres Subdivision, Creating New Lots 59 and 60 of Skyview Acres Subdivision, 1108 Lockheed Street, R-2, Medium-Density Residential, LS24-0053.

A lot split of existing Lot 55 of Skyview Acres Subdivision, Creating New Lots 59 and 60 of Skyview Acres Subdivision. The existing right-of-way along Lockheed Street is adequate per the master street plan. The plat is dedicating a 6.5' private utility easement along the southern side of Lot 59 and a 15' public utility easement at the rear of both lots. A 5' private utility easement is also being dedicate on Lot 60.

Project Details

Relationship to the Community Plan

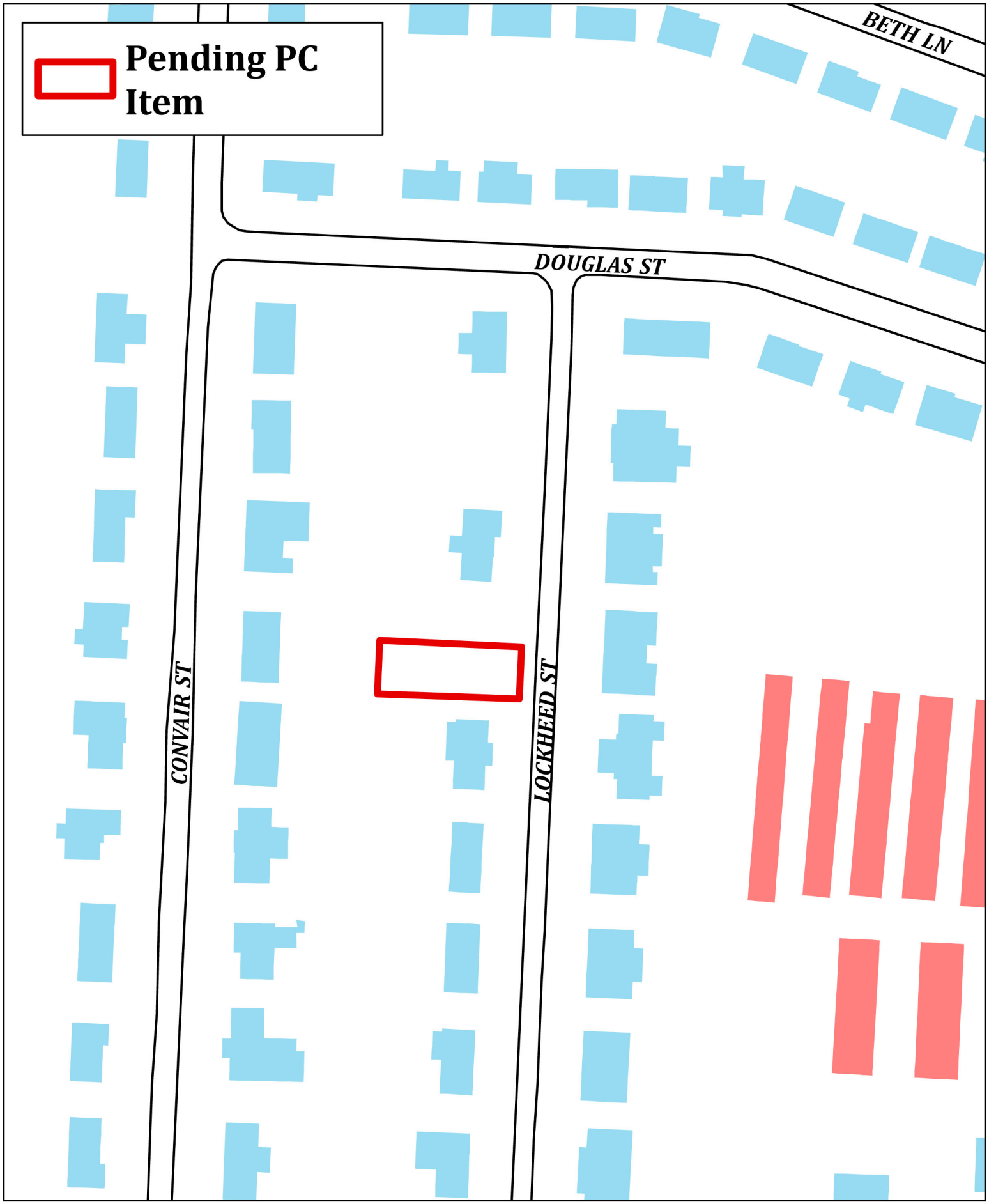
Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

Conclusion

Additional Details



N
W E
S

LS24-0053
Skyview Acres Lot 55
1108 LOCKHEED ST

LOT SPLIT FOR LOT 55 OF SKYVIEW ACRES SUBDIVISION, CREATING NEW LOTS 59 & 60

LOCATED IN: SECTION 33, TOWNSHIP 20 NORTH, RANGE 30 WEST

1108 LOCKHEED STREET

BENTON COUNTY, BENTONVILLE, ARKANSAS 72712

RECORD DESCRIPTION

PARENT TRACT (PARCEL #01-04202-000)
LOTS 36 AND 37, SKYVIEW ACRES SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD E AT PAGE 38.

LOT 55
THE SOUTH HALF OF LOT 36, SKYVIEW ACRES SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD E AT PAGE 38, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2" REBAR AT THE SOUTHWEST CORNER OF SAID LOT 35; THENCE N03°06'27"E A DISTANCE OF 100.08' TO A SET 5/8" CAPPED REBAR "AR PLS 1659" BEING THE TRUE POINT OF BEGINNING; THENCE N03°06'27"E A DISTANCE OF 50.03' TO A SET 5/8" CAPPED REBAR "AR PLS 1659"; THENCE S87°25'42"E A DISTANCE OF 139.86' TO A SET 5/8" CAPPED REBAR "AR PLS 1659" ON THE WEST RIGHT-OF-WAY LINE OF LOCKHEED STREET; THENCE ALONG SAID RIGHT-OF-WAY S03°07'51"W A DISTANCE OF 50.08' TO A SET 5/8" CAPPED REBAR "AR PLS 1659"; THENCE LEAVING SAID RIGHT-OF-WAY N87°24'34"W A DISTANCE OF 139.84' TO THE POINT OF BEGINNING, CONTAINING 0.161 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

MISCELLANEOUS NOTES

COMPLETED FIELD WORK:
NOVEMBER 19, 2024

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DEED BOOK 2022 AT PAGE 11096.
2. WARRANTY DEED FILED IN DEED BOOK 2022 AT PAGE 19114.
3. WARRANTY DEED FILED IN DEED BOOK 2022 AT PAGE 31874.
4. SURVEY PLAT FILED IN PLAT BOOK E AT PAGE 38.

BASIS OF BEARING:
THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH FOR ARKANSAS COORDINATE SYSTEM, NORTH ZONE, NAD83.

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

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

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

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

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

ALL UTILITIES HAVE BEEN FIELD VERIFIED.

ALL EXISTING EASEMENTS ARE BLANKET OR INDETERMINATE IN NATURE.

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.

PROPOSED LAND USE, TWO-FAMILY RESIDENTIAL.

NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.

WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS (SUBDIVISION, LOT SPLIT, PROPERTY LINE ADJUSTMENT) PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.

THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.

ALL SIDEWALKS SHALL BE INSTALLED BY THE TIME FRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.

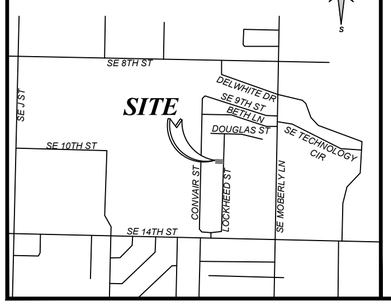
CERTIFICATE OF OWNERSHIP
WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE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

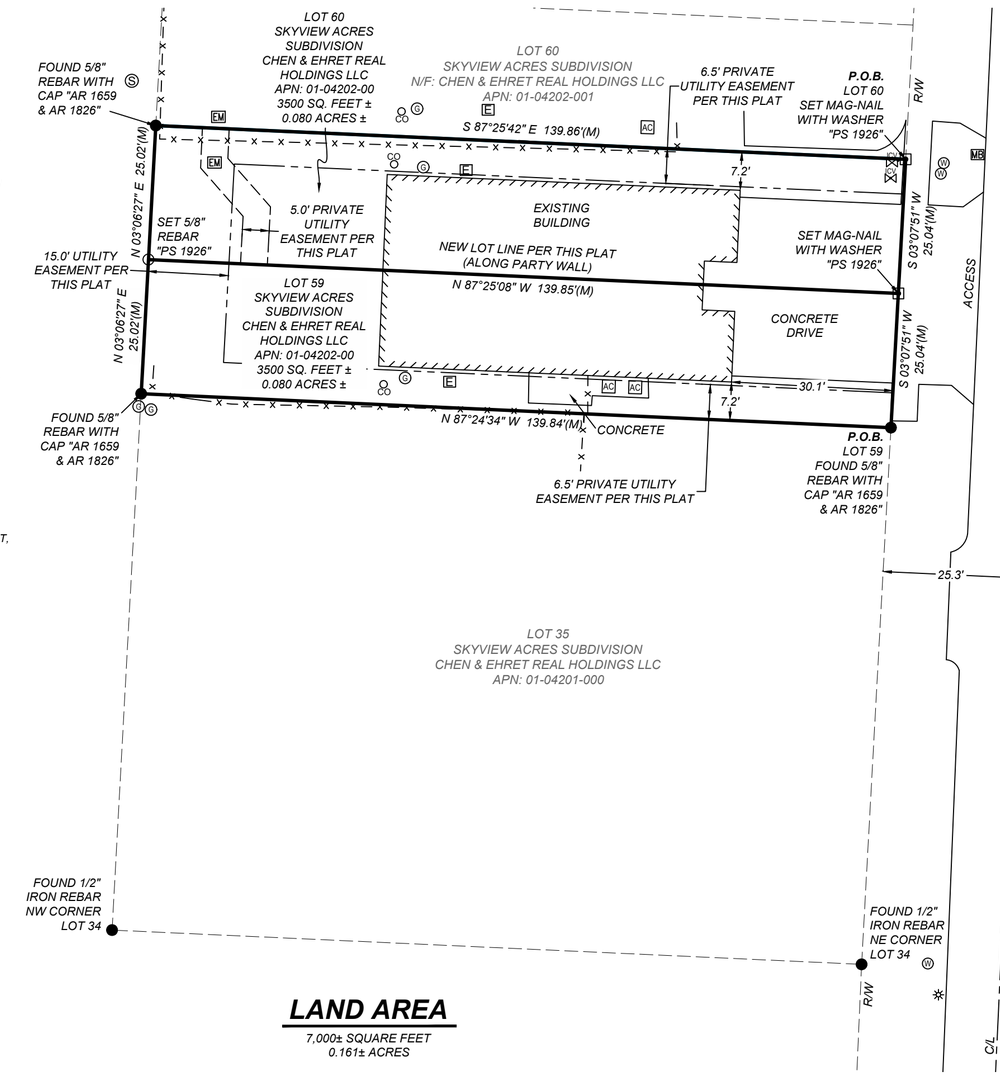
CERTIFICATE OF SURVEYING ACCURACY
I, _____, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLANS HAVE BEEN MET.
DATE OF EXECUTION: _____
SIGNED: _____
REGISTERED LAND SURVEYOR
NO. _____
STATE OF ARKANSAS

CERTIFICATE OF APPROVAL
PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.
DATE OF EXECUTION: _____
SIGNED: _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN
SIGNED: _____
MAYOR CITY OF BENTONVILLE
SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

VICINITY MAP

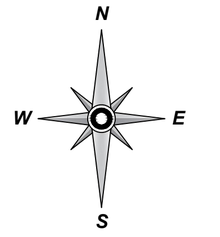
NOT TO SCALE





LAND AREA

7,000± SQUARE FEET
0.161± ACRES



SCALE: 1" = 20'
GRAPHIC SCALE
0 10' 20' 40'

LEGEND & SYMBOLS

- FOUND MONUMENT AS NOTED
- SET MONUMENT AS NOTED
- COMPUTED POINT
- SET MAG-NAIL AS NOTED
- MB MAILBOX
- LIGHT
- AC AIR CONDITIONER
- EM ELECTRIC METER
- G GAS METER
- E ELECTRIC CABINET
- W WATER METER
- WV WATER VALVE
- IRRIGATION CONTROL VALVE
- CO CLEANOUT
- S SANITARY MANHOLE
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION
- N/F NOW OR FORMERLY
- P.O.B. POINT OF BEGINNING
- BOUNDARY LINE
- PROPERTY LINE
- R/W RIGHT-OF-WAY LINE
- C/L CENTERLINE
- FENCE LINE
- W WATER LINE
- EASEMENT LINE
- UTILITY EASEMENT LINE

OWNER/DEVELOPER

CHEN & EHRET REAL HOLDINGS LLC
1054 N MAIN ST BENTONVILLE AR 72712
TELEPHONE NUMBER (609) 647-7808

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 11TH DAY OF FEBRUARY, 2025.

BLEW & ASSOCIATES, PA. CERTIFICATE OF AUTHORIZATION No. 1534 ARKANSAS
REGISTERED PROFESSIONAL SURVEYOR STATE OF ARKANSAS No. 1926 SIGNATURE CLAYTON M. MCKELVIN

PRELIMINARY

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.

SURVEY DESCRIPTION

LOT 60
BEING A PORTION OF LOT 55 AS RECORDED ON PLAT TITLED "LOT SPLIT FOR LOTS 36 & 37 OF SKYVIEW ACRES SUBDIVISION CREATING LOTS 55 & 56", DOCUMENT NO. L202342240, LOCATED IN BENTONVILLE, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS DESCRIPTION:

BEGINNING AT A SET MAG-NAIL WITH WASHER INSCRIBED "PS 1926", SAID WASHER BEING THE NORTHEAST CORNER OF SAID LOT 55 AND BEING SITUATED ON THE WESTERLY RIGHT-OF-WAY LINE OF LOCKHEED STREET (BEING A 50' PUBLIC RIGHT-OF-WAY), THENCE ALONG THE WESTERLY LINE THEREOF THENCE S03°07'51"W A DISTANCE OF 25.04' TO A SET MAG-NAIL WITH WASHER INSCRIBED "PS 1926";

THENCE DEPARTING SAID WESTERLY LINE N87°25'08"W A DISTANCE OF 139.85' TO A SET 5/8" REBAR WITH CAP INSCRIBED "PS 1926", SAID REBAR BEING LOCATED ON THE WESTERLY LINE OF SAID LOT 55;

THENCE ALONG THE WESTERLY LINE THEREOF N03°06'27"E A DISTANCE OF 25.02' TO A FOUND 5/8" REBAR WITH CAP INSCRIBED "AR 1659 & AR 1826", SAID REBAR BEING THE NORTHWEST CORNER OF SAID LOT 55;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 55 S87°25'42"E A DISTANCE OF 139.86' TO THE POINT OF BEGINNING, CONTAINING 3,500 SQUARE FEET OR 0.080 ACRES, MORE OR LESS.

LOT 59
BEING A PORTION OF LOT 55 AS RECORDED ON PLAT TITLED "LOT SPLIT FOR LOTS 36 & 37 OF SKYVIEW ACRES SUBDIVISION CREATING LOTS 55 & 56", DOCUMENT NO. L202342240, LOCATED IN BENTONVILLE, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS DESCRIPTION:

BEGINNING AT A FOUND 5/8" REBAR WITH CAP INSCRIBED "AR 1659 & AR 1826", SAID MAG-NAIL BEING THE SOUTHEAST CORNER OF SAID LOT 55 AND BEING SITUATED ON THE WESTERLY RIGHT-OF-WAY LINE OF LOCKHEED STREET (BEING A 50' PUBLIC RIGHT-OF-WAY), THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 55 N87°24'34"W A DISTANCE OF 139.84' TO A FOUND 5/8" REBAR WITH CAP INSCRIBED "AR 1659 & AR 1826", SAID REBAR BEING THE SOUTHWEST CORNER OF SAID LOT 55;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 55 N03°06'27"E A DISTANCE OF 25.02' TO A SET 5/8" REBAR WITH CAP INSCRIBED "PS 1926";

THENCE DEPARTING SAID WESTERLY LINE S87°25'08"E A DISTANCE OF 139.85' TO A SET MAG-NAIL WITH WASHER INSCRIBED "PS 1926", SAID MAG-NAIL BEING SITUATED ON THE WESTERLY LINE OF SAID LOCKHEED STREET;

THENCE ALONG THE WESTERLY LINE THEREOF S03°07'51"W A DISTANCE OF 25.04' TO THE POINT OF BEGINNING, CONTAINING 3,500 SQUARE FEET OR 0.080 ACRES, MORE OR LESS.

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0260K, WHICH BEARS AN EFFECTIVE DATE OF 06/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA

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

ZONING INFORMATION

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

CURRENT ZONING: R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME.

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.

CITY OF BENTONVILLE PROJECT #LS24-0047

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 24-8361	SURVEY DRAWN BY: JWK - 11/21/2024
SURVEY REVIEWED BY: TS	SHEET: 1 OF 1
FOR THE USE AND BENEFIT OF: CHEN & EHRET REAL HOLDINGS	

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 55 OF SKYVIEW ACRES SUBDIVISION CREATING NEW LOTS 59 AND 60 OF SKYVIEW ACRES SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS24-0053)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 55 OF SKYVIEW ACRES SUBDIVISION creating new LOTS 59 AND 60 OF SKYVIEW ACRES SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on March 4, 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 55 OF SKYVIEW ACRES SUBDIVISION creating new LOTS 59 AND 60 OF SKYVIEW ACRES 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 61 & 62 of Skyview Acres Subdivision
	1100 Lockheed Street
	PC Date: 3/4/2025

Staff Report Details

Project Number	LS24-0047
Applicant / Current Owner	
Site Area	+/- **0.16** Acres
Current Zoning	R-2, Medium Density Two Family and Townhome Residential
Requested Zoning	
Current Future Land Use Map Designation	Medium Density Residential (MDR)
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	

Property Description

Lot Split: Existing Lot 56 of Skyview Acres Subdivision, Creating New Lots 61 and 62 of Skyview Acres Subdivision, 1100 Lockheed Street, R-2, Medium-Density Residential, *LS24-0047.*

A lot split of existing Lot 56 of Skyview Acres Subdivision, Creating New Lots 61 and 62 of Skyview Acres Subdivision. The existing right-of-way along Lockheed Street is adequate per the master street plan. The plat is dedicating a 6.5' private utility easement along the southern side of Lot 61 and a 15' utility easement at the rear of both 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

LOT SPLIT FOR LOT 56 OF SKYVIEW ACRES SUBDIVISION, CREATING NEW LOTS 61 & 62

LOCATED IN: SECTION 33, TOWNSHIP 20 NORTH, RANGE 30 WEST

1100 LOCKHEED STREET

BENTON COUNTY, BENTONVILLE, ARKANSAS 72712

RECORD DESCRIPTION

PARENT TRACT (PARCEL #01-04202-000)
LOTS 36 AND 37, SKYVIEW ACRES SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD E AT PAGE 38.

LOT 56
THE NORTH HALF OF LOT 36, SKYVIEW ACRES SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD E AT PAGE 38, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2" REBAR AT THE SOUTHWEST CORNER OF SAID LOT 35; THENCE N03°06'27"E A DISTANCE OF 150.11' TO A SET 5/8" CAPPED REBAR "AR PLS 1659" BEING THE TRUE POINT OF BEGINNING; THENCE N03°06'27"E A DISTANCE OF 50.04' TO A SET 5/8" CAPPED REBAR "AR PLS 1659"; THENCE S87°26'50"E A DISTANCE OF 139.88' TO A SET 5/8" CAPPED REBAR "AR PLS 1659" ON THE WEST RIGHT-OF-WAY LINE OF LOCKHEED STREET; THENCE ALONG SAID RIGHT-OF-WAY S03°07'51"W A DISTANCE OF 50.08' TO A SET 5/8" CAPPED REBAR "AR PLS 1659"; THENCE LEAVING SAID RIGHT-OF-WAY N87°25'42"W A DISTANCE OF 139.86' TO THE POINT OF BEGINNING, CONTAINING 0.161 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

MISCELLANEOUS NOTES

COMPLETED FIELD WORK:
NOVEMBER 19, 2024

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DEED BOOK 2022 AT PAGE 11096.
2. WARRANTY DEED FILED IN DEED BOOK 2022 AT PAGE 19114.
3. WARRANTY DEED FILED IN DEED BOOK 2022 AT PAGE 31874.
4. SURVEY PLAT FILED IN PLAT BOOK E AT PAGE 38.

BASIS OF BEARING:
THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH FOR ARKANSAS COORDINATE SYSTEM, NORTH ZONE, NAD83.

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

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

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

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

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

ALL UTILITIES HAVE BEEN FIELD VERIFIED.

ALL EXISTING EASEMENTS ARE BLANKET OR INDETERMINATE IN NATURE.

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.

PROPOSED LAND USE, TWO-FAMILY RESIDENTIAL.

NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.

WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS (SUBDIVISION, LOT SPLIT, PROPERTY LINE ADJUSTMENT) PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.

THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.

ALL SIDEWALKS SHALL BE INSTALLED BY THE TIME FRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.

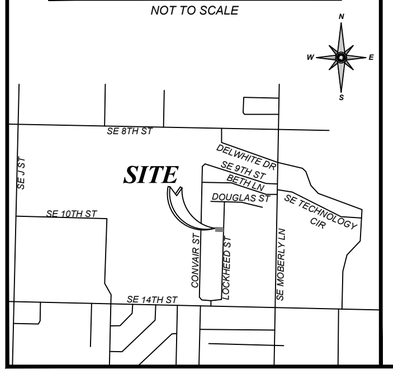
CERTIFICATE OF OWNERSHIP
WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE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

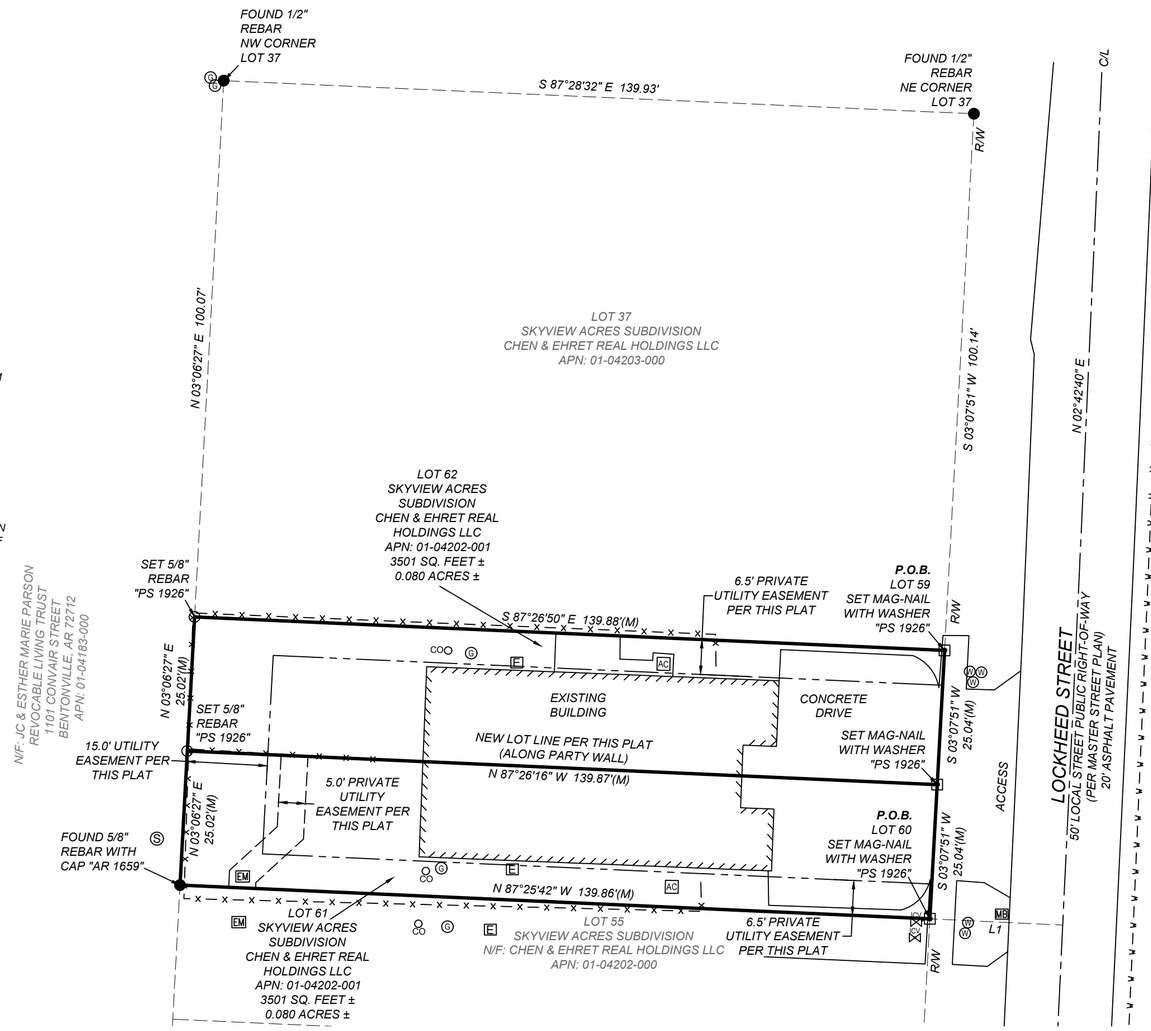
CERTIFICATE OF SURVEYING ACCURACY
I, _____, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLANS HAVE BEEN MET.
DATE OF EXECUTION: _____
SIGNED: _____
REGISTERED LAND SURVEYOR
NO. _____
STATE OF ARKANSAS

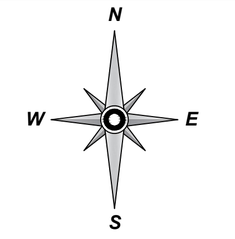
CERTIFICATE OF APPROVAL
PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.
DATE OF EXECUTION: _____
SIGNED: _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN
SIGNED: _____
MAYOR CITY OF BENTONVILLE
SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

VICINITY MAP

NOT TO SCALE







LEGEND & SYMBOLS

- FOUND MONUMENT AS NOTED
- SET MONUMENT AS NOTED
- COMPUTED POINT
- SET MAG-NAIL AS NOTED
- FIRE HYDRANT
- AC — AIR CONDITIONER
- EM — ELECTRIC METER
- G — GAS METER
- E — ELECTRIC CABINET
- W — WATER METER
- WV — WATER VALVE
- ICV — IRRIGATION CONTROL VALVE
- CO — CLEANOUT
- S — SANITARY MANHOLE
- (M) — MEASURED DIMENSION
- (R) — RECORD DIMENSION
- (C) — CALCULATED DIMENSION
- N/F — NOW OR FORMERLY
- P.O.B. — POINT OF BEGINNING
- BOUNDARY LINE
- PROPERTY LINE
- EASEMENT LINE
- R/W — RIGHT-OF-WAY LINE
- C/L — CENTERLINE
- FENCE LINE
- W — WATER LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 87°17'20" E	24.78'(C)

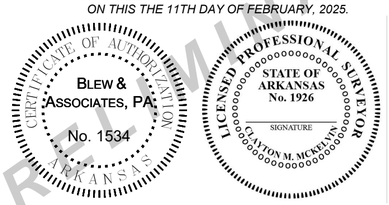
OWNER/DEVELOPER

CHEN & EHRET REAL HOLDINGS LLC
1054 N MAIN ST BENTONVILLE AR 72712
TELEPHONE NUMBER (609) 647-7808

LAND AREA

7,001± SQUARE FEET
0.161± ACRES

I, CLAYTON M. MCKELVIN, PROFESSIONAL SURVEYOR NO. 1926, IN THE STATE OF ARKANSAS, HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 11TH DAY OF FEBRUARY, 2025.



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.

PRELIMINARY

SURVEY DESCRIPTION

LOT 62
BEING A PORTION OF LOT 56 AS RECORDED ON PLAT TITLED "LOT SPLIT FOR LOTS 36 & 37 OF SKYVIEW ACRES SUBDIVISION CREATING LOTS 55 & 56", DOCUMENT NO. L202342240, LOCATED IN BENTONVILLE, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS DESCRIPTION:

BEGINNING AT A SET MAG-NAIL WITH WASHER INSCRIBED "PS 1926", SAID WASHER BEING THE NORTHEAST CORNER OF SAID LOT 56 AND BEING SITUATED ON THE WESTERLY RIGHT-OF-WAY LINE OF LOCKHEED STREET (BEING A 50' PUBLIC RIGHT-OF-WAY), THENCE ALONG THE WESTERLY LINE THEREOF THENCE S03°07'51"W A DISTANCE OF 25.04' TO A SET MAG-NAIL WITH WASHER INSCRIBED "PS 1926";

THENCE DEPARTING SAID WESTERLY LINE N87°26'16"W A DISTANCE OF 139.87' TO A SET 5/8" REBAR WITH CAP INSCRIBED "PS 1926", SAID REBAR BEING LOCATED ON THE WESTERLY LINE OF SAID LOT 56;

THENCE ALONG THE WESTERLY LINE THEREOF N03°06'27"E A DISTANCE OF 25.02' TO A SET 5/8" REBAR WITH CAP INSCRIBED "PS 1926", SAID REBAR BEING THE NORTHWEST CORNER OF SAID LOT 56;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 56 S87°26'50"E A DISTANCE OF 139.88' TO THE POINT OF BEGINNING, CONTAINING 3,501 SQUARE FEET OR 0.080 ACRES, MORE OR LESS.

LOT 61
BEING A PORTION OF LOT 56 AS RECORDED ON PLAT TITLED "LOT SPLIT FOR LOTS 36 & 37 OF SKYVIEW ACRES SUBDIVISION CREATING LOTS 55 & 56", DOCUMENT NO. L202342240, LOCATED IN BENTONVILLE, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS DESCRIPTION:

BEGINNING AT A SET MAG-NAIL WITH WASHER INSCRIBED "PS 1926", SAID MAG-NAIL BEING THE SOUTHEAST CORNER OF SAID LOT 56 AND BEING SITUATED ON THE WESTERLY RIGHT-OF-WAY LINE OF LOCKHEED STREET (BEING A 50' PUBLIC RIGHT-OF-WAY), THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 56 N87°25'42"W A DISTANCE OF 139.86' TO A FOUND 5/8" REBAR WITH CAP INSCRIBED "AR 1659", SAID REBAR BEING THE SOUTHWEST CORNER OF SAID LOT 56;

THENCE ALONG THE WESTERLY LINE OF SAID LOT 56 N03°06'27"E A DISTANCE OF 25.02' TO A SET 5/8" REBAR WITH CAP INSCRIBED "PS 1926";

THENCE DEPARTING SAID WESTERLY LINE S87°26'16"E A DISTANCE OF 139.87' TO A SET MAG-NAIL WITH WASHER INSCRIBED "PS 1926", SAID MAG-NAIL BEING SITUATED ON THE WESTERLY LINE OF SAID LOCKHEED STREET;

THENCE ALONG THE WESTERLY LINE THEREOF S03°07'51"W A DISTANCE OF 25.04' TO THE POINT OF BEGINNING, CONTAINING 3,501 SQUARE FEET OR 0.080 ACRES, MORE OR LESS.

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0260K, WHICH BEARS AN EFFECTIVE DATE OF 06/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA

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

ZONING INFORMATION

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

CURRENT ZONING: R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME.

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.

CITY OF BENTONVILLE PROJECT #LS24-0047

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 24-8360	**SURVEY DRAWN BY:** JWK - 11/21/2024
SURVEY REVIEWED BY: TS	**SHEET:** 1 OF 1
FOR THE USE AND BENEFIT OF: CHEN & EHRET REAL HOLDINGS	

LS24-0047
Skyview Acres creating Lots 61-62
Lot Split

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 56 OF SKYVIEW ACRES SUBDIVISION CREATING NEW LOTS 61 AND 62 OF SKYVIEW ACRES SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS24-0047)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 56 OF SKYVIEW ACRES SUBDIVISION creating new LOTS 61 AND 62 OF SKYVIEW ACRES SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on March 4, 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 56 OF SKYVIEW ACRES SUBDIVISION creating new LOTS 61 AND 62 OF SKYVIEW ACRES 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:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

	Property Line Adjustment - Lot 28, Block 5 W. A. Burk's Addition
	940 North Main Street
	PC Date: 3/4/2025

Staff Report Details

Project Number	PLA25-0002
Applicant / Current Owner	
Site Area	+/- **[.88]** Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	
Current Future Land Use Map Designation	
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	

Property Description

Property Line Adjustment: Lot 27, Block 5 & Part of Vacated Right of Way of W.A. Burk's Addition, Creating Lot 28, Block 5 of W. A Burk's Addition. 940 North Main Street, R-1, Low-Density Single-Family Residential, *PLA25-0002.*

A Property Line Adjustment of Lot 27, Block 5 & Part of Vacated Right of Way of W.A. Burk's Addition, Creating Lot 28, Block 5 of W. A Burk's Addition. The plat is dedicating a 10’ utility easement along a portion of the north side of the lot. The lot has direct access to Northeast Monroe Street and access to North Main Street via a private access and utility easement across Lot 6, Block 5 of W.A. Burk's Addition. The right-of-way along Northeast Monroe Street was vacated per separate instrument.

Project Details

Relationship to the Community Plan

Relationship to the Community Plan

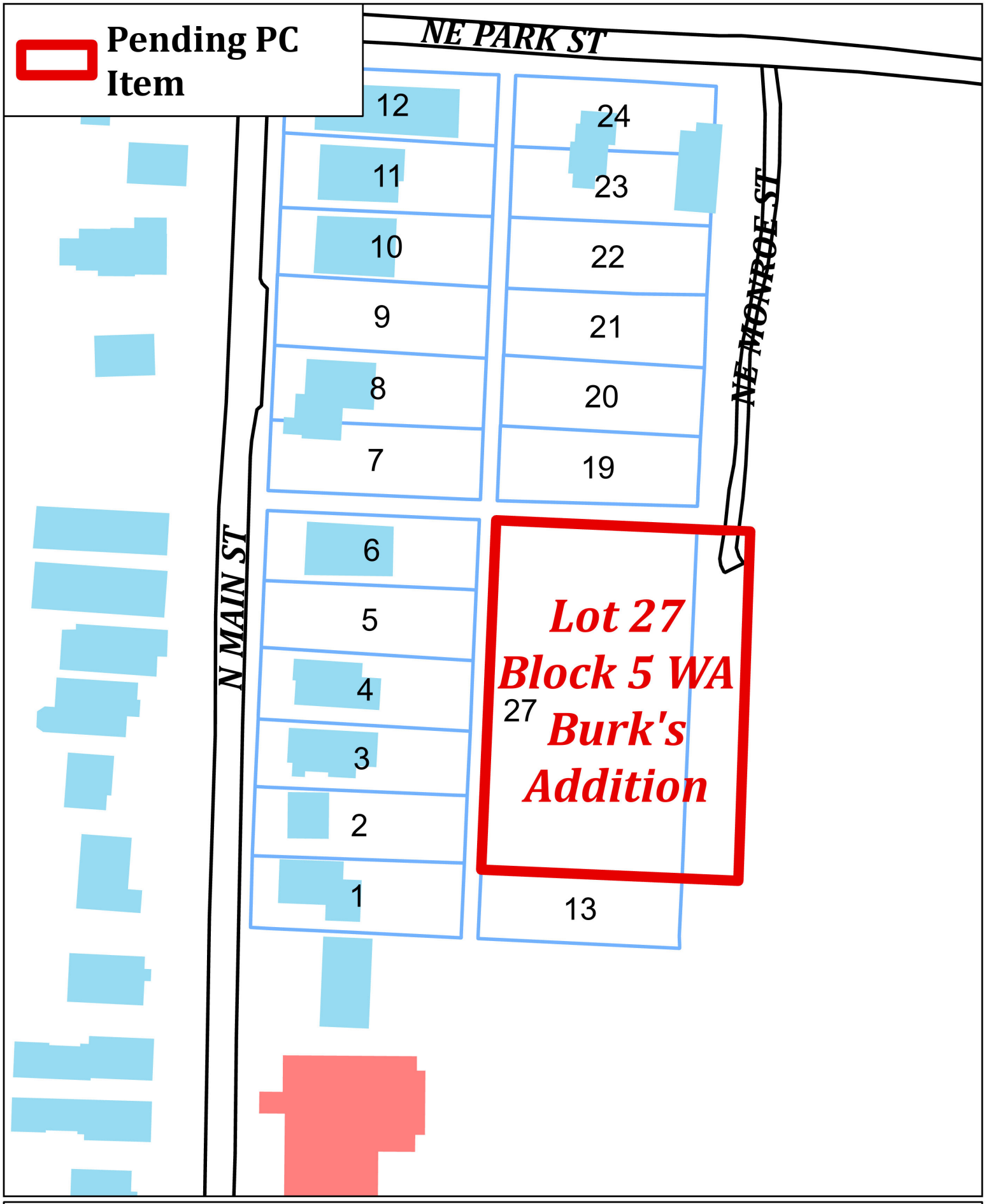
Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

Conclusion

Additional Details



PLA25-0002
Lot 27 Block 5 WA Burk's Addition
940 N MAIN ST

PROPERTY LINE ADJUSTMENT

LOT 27, BLOCK 5 & PART VACATED R/W

W. A. BURK'S ADDITION

Creating Lot 28, BLOCK 5

BENTONVILLE, ARKANSAS

OWNER

STEFAN AND PEYTON STERNS
940 NORTH MAIN STREET
BENTONVILLE, AR. 72712

SURVEY NOTES:

1. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:

   Easements, other than easements which were known at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.

2. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied the surveyor.
3. This plat represents a boundary survey of the parcel recorded in Deed Record, 202207396, Plat L202308310 and part of Plat L202333034 as filed in Benton County, Arkansas.
4. Basis of Bearings: The West Boundary of Section 28, T-20-N, R-31-W per a Plat Book 2009, Pg. 380.
5. Basis of Elevation: NAVD88, checking with OPUS.
6. This survey is valid only if the drawing includes the seal and signature of the surveyor.
7. This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats".
8. No abstract of title, title commitment, nor results of title searches were furnished the surveyor. There may exist other documents of record which would affect this parcel.
9. Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
10. The hereon described property is classed Rural.
11. This property is zoned R-1 (Residential).
12. Building setbacks at the time of this survey are shown per the existing City of Bentonville Zoning Code to show the house location in relation to those setback requirements. Any improvements not shown on this plat shall be subject to the zoning requirements at the time of construction.
13. Subsurface and environmental conditions were not examined nor considered a part of this survey.
14. No underground utilities are shown per restriction by Bentonville Planning. Only above ground structures as were visible at the time of survey are shown. The location and elevation of underground utilities would need to be verified prior to any development design or construction.
15. No attempt has been made as a part of this survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.

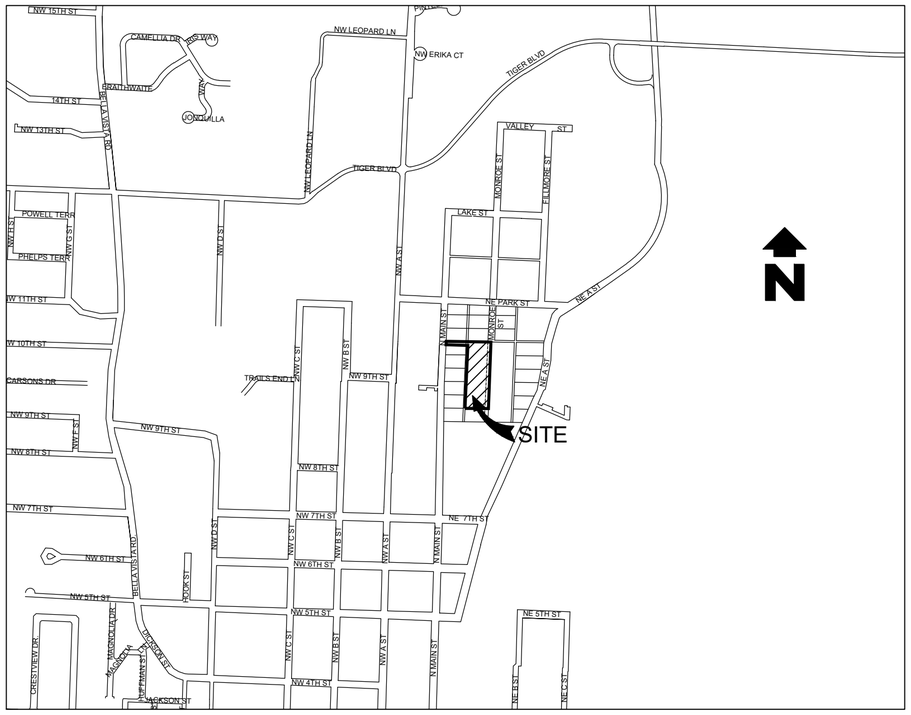
CITY REQUIRED NOTES

1. *There may not be fences or other structures built in any drainage easement.*
2. *All sidewalks shall be installed by the timeframes set forth in 900.08 of the Street Specifications.*
3. *Owner/Developer shall coordinate with all local utilities for any future need for water and/or sewer. Electric service is available on the site.*
4. *Before any work in the right of way commences, contractor or owner is to obtain a right of way permit from the City of Bentonville Transportation Department.*
5. *All structures must maintain minimum of 20' clearances from all electric lines.*
6. *New structures must maintain a minimum 20' clearance from all electric lines*
7. *Contact the service coordinator for Bentonville Electric at 479-271-3139 for questions about equipment conflicts or service needs.*
8. *Any cost associated with relocating Bentonville Electric appurtenances will be the responsibility of the owner/developer and shall include labor, materials, loss of equipment, including but not limited to wire, conduit, elbows, etc.*
9. *There may not be fences or any other structures built in any drainage easement.*

NOTE: This property is within the City of Bentonville Airport Zone D (4) Traffic Patter Zone (TPZ)

AVIGATION EASEMENT

WE HEREBY GRANT TO THE CITY OF BENTONVILLE AN AVIGATION EASEMENT OVER THE ENTIRETY OF THIS PROPERTY PURSUANT TO MUNICIPAL CODE SECTION 400.12



VICINITY MAP

Not to Scale
ATLAS PAGE # 361

FLOOD STATEMENT:

(BY GRAPHICAL PLOTTING ONLY)
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0090J. Revised date September 28, 2007.

SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas (479) 464-9282

DEED DESCRIPTION PARCEL ID # 01-04544-000:

LOTS 14, THROUGH 18, (INCLUSIVE) BLOCK 5, W.A. BURK'S ADDITION PER DEED L202207396, SAID LOTS BEING SINCE PLATTED AS LOT 27, BLOCK 5 PER PROPERTY LINE ADJUSTMENT PLAT L202308310; AND THE WEST HALF OF THE MONROE STREET RIGHT OF WAY VACATED BY ORDINANCE #2023-151 ALL IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.

LOT 28, BLOCK 5 DESCRIPTION:

LOT 27, BLOCK 5, BEING A COMBINATION PLAT OF LOTS 14, 15, 16, 17 AND 18, BLOCK 5, W.A. BURK'S ADDITION, AS SHOWN ON PLAT L202308310, AND A PART OF THE MONROE STREET RIGHT OF WAY VACATED BY ORDINANCE # 2023-151, FILED AT L202330160 IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 27, BLOCK 5, W.A. BURK'S ADDTION AS SHOWN IN PLAT L202308310, BEING A FOUND MAG NAIL IN A CONCRETE CHANNEL AND ON THE WEST RIGHT OF WAY OF MONROE STREET; THENCE ALONG THE NORTH LINE OF THE VACATED MONROE STREET RIGHT OF WAY S87°06'57"E 25.00 FEET TO THE NORTHWEST CORNER OF LOT 29, BLOCK 9 AS SHOWN ON PLAT L202333034 BEING A ⅝" REBAR WITH CAP PLS1002; THENCE ALONG THE WEST LINE OF SAID LOT 29, S02°16'26"W 247.16 FEET TO A SET ⅝" REBAR WITH CAP 1636; THENCE N87°07'03"W 182.03 FEET TO A FOUND ½" REBAR WITH CAP PLS 1000 AT THE SW CORNER OF LOT 27, BLOCK 5, AS SHOWN ON PLAT L202308310; THENCE ALONG THE WEST LINE OF SAID LOT 27, BLOCK 5, BEING THE EAST RIGHT OF WAY OF A PLATTED ALLEY AS SHOWN ON PLATS A - 81 AND 119, N 02° 51'54" E 247.16 FEET TO THE NW CORNER OF LOT 27, BLOCK 5 BEING A FOUND ½" REBAR CAP 1000; THENCE ALONG THE NORTH LINE OF SAID LOT 27, S 87°06'57" E 154.48' TO THE POINT OF BEGINNING CONTAINING 0.88 ACRES MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT.

There are no waivers, variances and/or conditional uses at the time of preparing this plat or plan.

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 use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Print: _____

Signed:_____

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 _____
Planning Commission Chairman

Signed _____
Mayor, City of Bentonville

Signed _____
City Clerk, City of Bentonville

SURVEYOR'S CERTIFICATE:

I, Grant E. Nevill, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type, and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Property Boundary Surveys and Plans have been met.

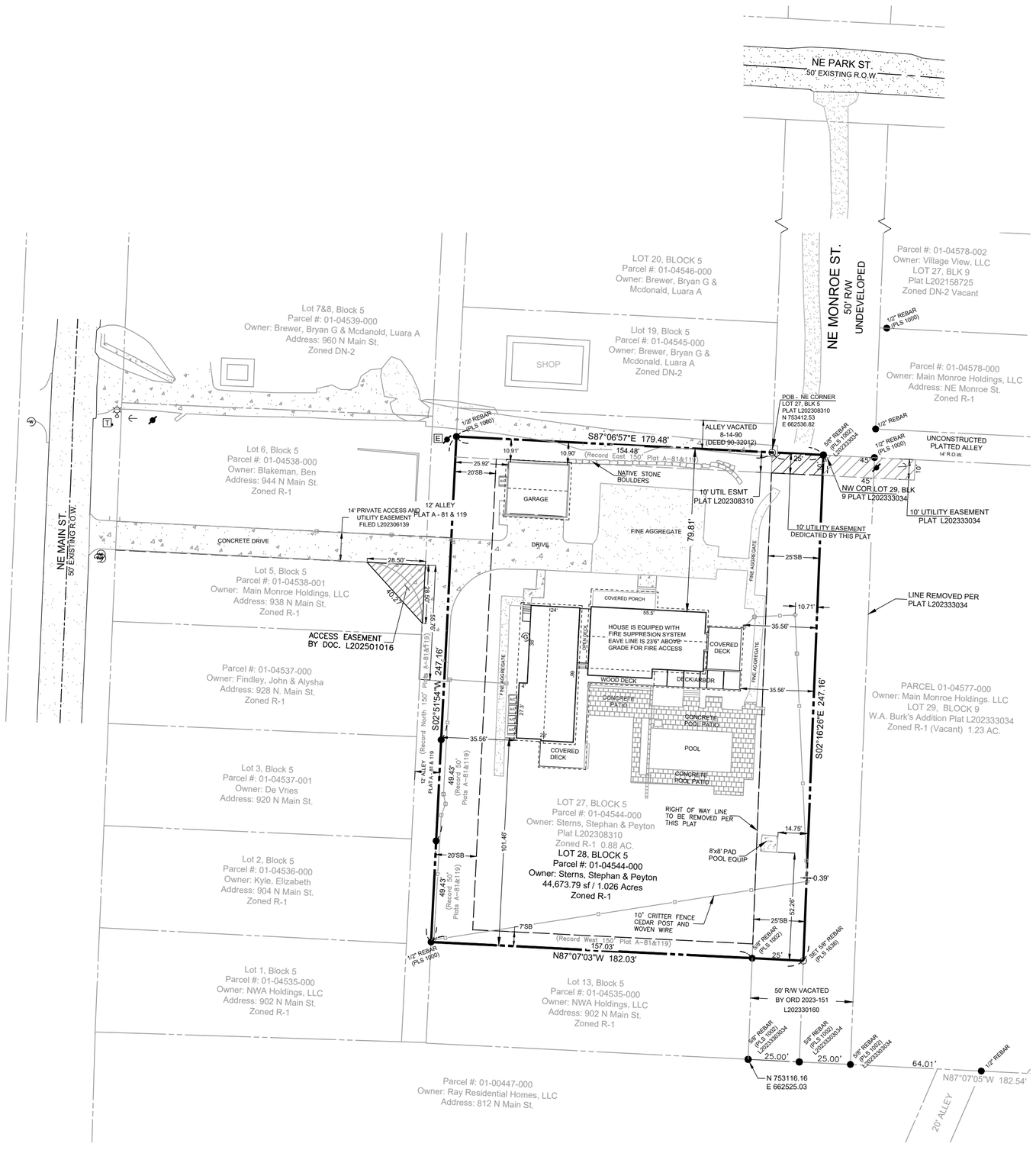
Date of Execution: _____

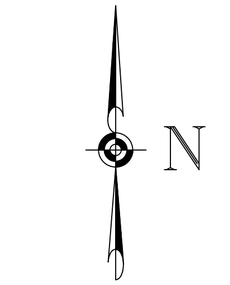
_____
Grant E. Nevill
Registered Land Surveyor
State of Arkansas
Registration No. 1636

REGISTERED
STATE OF ARKANSAS
NO. 1636
SIGNATURE
GRANT NEVILL
PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF AUTHORIZATION
SAND CREEK ENGINEERING AND LANDSCAPE ARCHITECTURE, INC.
No. 385
ARKANSAS – ENGINEER

COB PROJECT # PLA25-0002





BASIS OF BEARINGS:

ARKANSAS-STATE PLANE GRID
NORTH ZONE

SITE LEGEND

- FOUND MAGNAIL W/WASHER (AR1002)
- MONUMENT FOUND (AS NOTED)
- MONUMENT SET (AS NOTED)
- UTILITY POLE
- GUYWIRE
- WATER VALVE
- FIRE HYDRANT
- TELEPHONE RISER
- SIGN
- LIGHT POLE
- GAS METER
- SEWER MANHOLE
- PROPERTY LINES
- ADJOINING PROPERTY LINE
- EASEMENT LINE
- 10' CRITTER FENCE
- CONCRETE
- TILE OVER CONCRETE
- LANDSCAPE AGGREAGATE

NOTE:

Monroe Street is an undeveloped street with no physical centerline and the hereon platted portion of the right of way was vacated by Ordinance 2023-151, filed in Record L202330160 on June 16, 2023.

SURVEYOR'S CERTIFICATE:

I, Grant E. Nevill, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type, and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Property Boundary Surveys and Plans have been met.

Date of Execution: _____

_____
Grant E. Nevill
Registered Land Surveyor
State of Arkansas
Registration No. 1636

COB PROJECT # PLA25-0002

OWNER:
STEFAN AND PEYTON STERNS
940 NORTH MAIN STREET
BENTONVILLE, AR. 72712
646-641-9911

SHEET: PROPERTY LINE ADJUSTMENT

PROJECT: COMBINING LOT 27 AND PART OF VACATED NE MONROE STREET RIGHT OF WAY IN BLOCK 5 OF W.A. BURK'S ADDITION CREATING LOT 28, BLOCK 5 W.A. BURK'S ADDITION BENTONVILLE, ARKANSAS

PRELIMINARY
PROFESSIONAL LAND SURVEYOR
REGISTERED
STATE OF ARKANSAS
NO. 1636
SIGNATURE
GRANT NEVILL

SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas (479) 464-9282

PLS:	Grant Nevill
CAD:	KB
FIELD:	MJH
SCE PROJECT #:	23024
DATE:	1/17/2025
SHEET:	2 OF 2

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 27, BLOCK 5 OF W.A. BURK'S ADDITION CREATING NEW LOT 28, BLOCK 5 OF W.A. BURK'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA25-0002)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line dedication of LOT 27, BLOCK 5 OF W.A. BURK'S ADDITION CREATING NEW LOT 28, BLOCK 5 OF W.A. BURK'S ADDITION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on March 4, 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 27, BLOCK 5 OF W.A. BURK'S ADDITION CREATING NEW LOT 28, BLOCK 5 OF W.A. BURK'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

Rezoning - Gemper - R-ZL, Residential Zero Lot Line to DN-2, Downtown Medium Density Residential

401 Southeast G Street

PC Date: 3/4/2025

Staff Report Details

Project Number	RZ25-0005
Applicant / Current Owner	Ali O'Neill / Antoinette K Gemper
Site Area	+/- 0.13 Acres
Current Zoning	R-ZL, Residential Zero Lot Line
Requested Zoning	DN-2, Downtown Medium Density Residential
Current Future Land Use Map Designation	Urban Neighborhood
Requested Future Land Use Map Designation	N/A
Development Type / Use	Residential
Related Projects	

Property Description

The subject property is located on 401 Southeast G Street. The property is presently zoned R-ZL, Residential Zero Lot Line, with a land use designation of Urban Neighborhood. The property has direct access to Southeast G Street. Surrounding zoning districts include R-ZL, Residential Zero Lot Line to the south; DN-1, Downtown Low Density Residential to the east; and DN-4, Downtown Mixed-use Residential to the north and west.

Project Details

The applicant has requested a rezoning of the property from R-ZL, Residential Zero Lot Line to DN-2, Downtown Medium-Density Residential. The applicant states in their narrative they would like to have reduced setbacks for the front and exterior side yard to enable the owner to maximize the lot's development potential while remaining consistent with the Future Land Use Plan and the character of the surrounding area.

Relationship to the Community Plan

Relationship to the Community Plan

The property is presently designated as Urban Neighborhood and is surrounded by Urban Neighborhood to the north, south, east, and west. Regional Center is further to the south of the property.

Urban Neighborhoods are the city's highest intensity neighborhoods, defined primarily by multi-family buildings and townhomes but with some single family and smaller commercial uses mixed in. Catering to those seeking more flexible, lower maintenance lifestyles, they provide considerable housing in a relatively small footprint and support walking and biking as viable transportation alternatives. Financially, Urban Neighborhoods are net positive and significantly reduce the amount of land needed for growth.

This zoning request aligns with the Future Land Use Map, recommending DN-2, Downtown Medium-Density Residential as an appropriate place type with a Standard Review.

This zoning request will have little to no traffic impact.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

The subject property is surrounded by Urban Neighborhood lots to the north, south, west, and east with Regional Center further to the south. Moreover, the land use and zoning requests support the goals of the Bentonville Community Plan in supporting higher density and more housing units.

From a built environment lens, this area consists of a mix of single-family homes and apartments. All public utilities exist and can service the site along Southeast G Street.

Conclusion

Given this property's location within Urban Neighborhood land use and a mix of residential zoning districts, as well as aligning with the Bentonville Community Plan, staff recommends approval of this request.

Additional Details

RZ25-0005
O'Neill
401 SE G St

Antoinette Gemper
401 SE G Street
Rezoning Request Narrative

The property located at 401 SE G Street is currently zoned R-ZL, Zero Lot Line Residential. The applicant is requesting a rezoning to DN-2, Downtown Medium-Density Residential. According to the Land Use Plan, the property falls within the Medium-Density Residential category.

The proposed rezoning would reduce the front and exterior side setbacks from the current 20 feet (R-ZL zoning) to 12 feet (DN-2 zoning). This adjustment would enable the owner to maximize the lot's development potential while remaining consistent with the Future Land Use Plan and the character of the surrounding area.

Utility services, including water and sewer, are readily available for the site, and the proposed change is not anticipated to affect traffic flow in the area.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-ZL, ZERO LOT LINE TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER: RZ25-0005)

WHEREAS, Antoinette K. Gemper 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-ZL, ZERO LOT LINE to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

REPLAT P2-777 2/14/2000 & CITY OF BENTONVILLE ORD NO 2023-19(FILED 1/27/2023 L202304339) LOT 9 BLOCK 3 & PART OF VACATED ALLEY PER CITY OF BENTONVILLE ORD NO 2023-19(1/27/2023 L202304339) VACATED ALLEY MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 9, BLOCK 3, YOUNG ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD G. AT PAGE 165, SAID POINT OF COMMENCEMENT BEING A FOUND IRON PIN AS SHOWN ON PLAT RECORD P2-777; THENCE SOUTH 86°36'58" EAST A DISTANCE OF 100.01 FEET TO A FOUND IRON PIN AS SHOWN ON PLAT RECORD P2-777, SAID IRON PIN BEING THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID PLAT SOUTH 1°25'24" WEST A DISTANCE OF 108.87 FEET TO A POINT; THENCE SOUTH 43°07'03" EAST A DISTANCE OF 59.20 FEET TO A FOUND IRON PIN; THENCE NORTH 31°35'20" EAST A DISTANCE OF 9.89 FEET TO A FOUND IRON PIN, SAID PIN BEING THE SOUTHERNMOST CORNER OF LOT 2, BLOCK 3, YOUNG'S ADDITION; THENCE NORTH 41°53'19" WEST A DISTANCE OF 52.81 FEET TO A FOUND IRON PIN; THENCE NORTH 02°33'10" EAST A DISTANCE OF 103.70 FEET TO A FOUND IRON PIN; THENCE NORTH 86°41 '28" WEST A DISTANCE OF 12.32 FEET TO THE POINT OF BEGINNING. (INCLUDES PARTS OF ADJACENT PARCELS 01-04685-000, -01-04685-001, 01-04685-002. 01-04685-003 & 01-04686-000);

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 4, 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-ZL, ZERO LOT LINE to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-ZL, ZERO LOT LINE to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Rezoning - Kaler - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential

212 Southwest C Street

PC Date: 3/4/2025

Staff Report Details

Project Number	RZ25-0006
Applicant / Current Owner	Ali O'Neill
Site Area	+/- 0.17 Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	DN-2, Downtown Medium Density Residential
Current Future Land Use Map Designation	Walkable Neighborhood
Requested Future Land Use Map Designation	N/A
Development Type / Use	Residential
Related projects	

Property Description

The subject property is located on 212 Southwest C Street. The property is presently zoned R-1, Low-Density Single-Family Residential with a land use designation of Walkable Neighborhood. The property has direct access to Southwest C Street. Surrounding zoning districts include R-C2, Central Residential-Moderate Density to the west; R-1, Low-Density Single-Family Residential to the north and south; and DN-2, Downtown Medium Density Residential to the east.

Project Details

The applicant has requested a rezoning of the property from R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium-Density Residential.

The applicant states in their narrative they would like to have reduced setbacks for the front and exterior side yard to enable the owner to maximize the lot's development potential while remaining consistent with the Future Land Use Plan.

Relationship to the Community Plan

Relationship to the Community Plan

The property is presently designated as Walkable Neighborhood and is surrounded by Walkable Neighborhood to the north, south, east, and west. City Center is further to the east of the property.

Walkable Neighborhoods combine compatibly-scaled single family homes, townhomes, and apartment buildings in a neighborhood setting. They provide a high degree of housing diversity, allowing those of different incomes and stages of life to share the same neighborhood. They also support some small neighborhood shops and are often near Neighborhood Centers and parks, making it easy to walk and bike for frequent trips. Financially, mixed neighborhoods don't fully cover their costs, but by providing housing in a compact footprint, they reduce the amount of land needed for growth.

This zoning request aligns with the Future Land Use Map, recommending DN-2, Downtown Medium-Density Residential as an appropriate place type with a Standard Review.

This zoning request will have little to no traffic impact.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

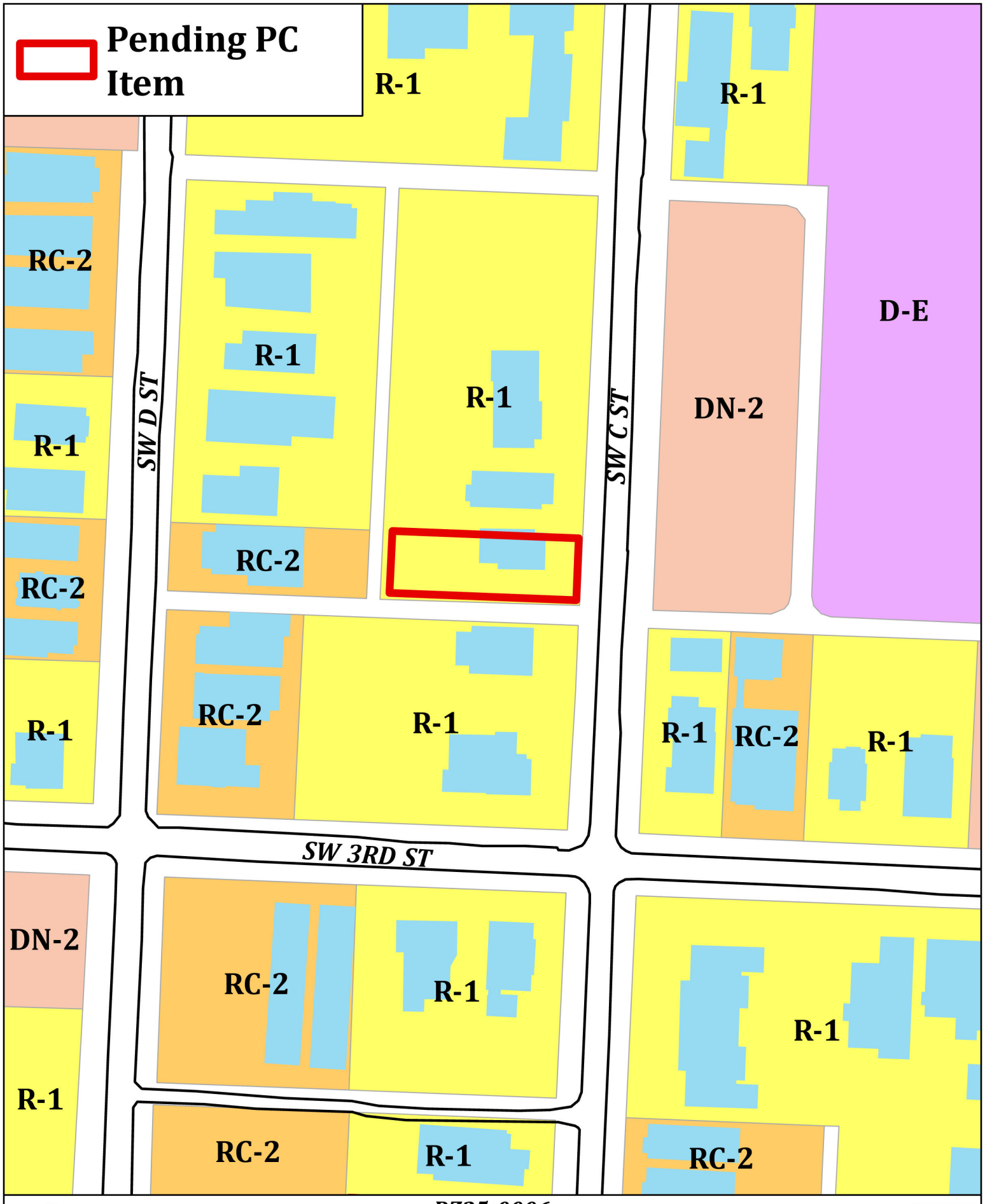
The subject property is surrounded by Walkable Neighborhood to the north, south, east, and west with City Center further to the east. Moreover, the land use and zoning requests support the goals of the Bentonville Community Plan in supporting higher density and more housing units.

From a built environment lens, this area consists of mostly single-family homes. All public utilities exist and can service the site along Southwest C Street.

Conclusion

Given this property's location within Walkable Neighborhood land use and a mix of residential zoning districts, as well as aligning with the Bentonville Community Plan, staff recommends approval of this request.

Additional Details



RZ25-0006
O'Neill
212 SW C ST

Ronald & Emily Kaler
212 SW C Street
Rezoning Request Narrative

The property situated at 212 SW C Street is presently designated as R-1, Single Family Residential zoning. The applicant has applied for a rezoning to DN-2, Downtown Medium-Density Residential zoning. As per the Land Use Plan, the property is categorized under Medium-Density Residential.

The proposed rezoning seeks to adjust the front setback from the current 20 feet (R-1 zoning) to 12 feet (DN-2 zoning). This modification aims to allow the property owner to optimize the development potential of the lot while aligning with the Future Land Use Plan and maintaining consistency with the surrounding area's character.

Utility services, including water and sewer connections, are readily available at the site. The proposed change is not expected to impact traffic patterns in the vicinity.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ25-0006)

WHEREAS, Ronald Jacob and Emily D. Kaler duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 17, BLOCK 3, CLARK'S SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON DEED RECORD "Q" AT PAGE 502;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 4, 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-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Rezoning - Applejack II Townhomes - RO, Residential Office, R-1, Low-Density Single-Family Residential, and DE, Downtown Edge to Planned Residential Development (PRD)

Valley Street

PC Date: 3/4/2025

Staff Report Details

DE, Downtown Edge

Project Number	PRD25-0001
Applicant / Current Owner	
Site Area	+/- **[Site_Area]** Acres
Current Zoning	R-1, Low-Density Single-Family Residential, RO, Residential Office, DE, Downtown Edge
Requested Zoning	Planned Residential Development (PRD)
Current Future Land Use Map Designation	Neighborhood-Urban
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	

Property Description

This property is located on E Central Street, and currently consists of six parcels, totaling 2.43 acres, and is zoned R-1, Residential Single Family, DE, Downtown Edge, and RO, Residential Office. The land use is designated as Urban Neighborhood. The property has direct access to East Central and Southeast H Street.

Project Details

The applicant is proposing a Planned Residential Development consisting of 7 townhome clusters of varying sizes and 10 stand-alone cottages. The 2.43 acre development will have a total of 43 dwelling units.

A total of 86 parking spots will be provided within this development, totaling 2 spaces per dwelling unit. The parking will be broken down into three sections: 35 units will include a 2-car garage, 18 surface private parking spaces will be provided, and 5 public surface spaces will be located within the development. This meets the R-2 zoning code requirements for parking at 2 spots per dwelling unit. Currently, the municipal code only requires one spot per dwelling unit for Downtown neighborhood districts, so this plan exceeds those requirements by 100%.

Project Details

Proposed allowable uses include those residential in nature; and authorized housing types include attached and detached single family housing at the 2 and 4 bedroom unit level.

The required open space is provided at 17.4% of the project area, through communal green space, a dog run, pedestrian sidewalks, an outdoor courtyard, and bioifiltration ponds. The pedestrian plaza also doubles as an interior roadway. **This dual use of the roadway as a pedestrian-centric open space amenity gives staff pause as there are other centralized locations that could be used as open space if the unit count is reduced.**

The townhomes and cottages have a varying roofline with a maximum height of 45', creating visual interest along the exterior and interior streets. The applicant sites Dutch neighborhood design as an inspiration, and describes small streets lined by walk-up townhomes that face quiet interior paths as well as communal greenspace. These building types act as a good neighborhood transition between the existing Brick Avenue Lofts multifamily development to the south and the single family neighborhoods across E Central to the north.

The building materials for this development include masonry, wood and fiber cement siding (special use primary materials), in natural or neutral colors. Please see applicant's materials for example architectural materials.

Please see the applicant's materials for additional information.

Relationship to the Community Plan

The proximity of this development to Downtown Bentonville and other goods and services accessible by bike and pedestrian movement means that some trips may not include the use of a vehicle. This property is also within the bike and pedestrian commute zones for the R.E. Baker Elementary School, Apple Glen Elementary School, Washington Junior High School, the Old High Middle School, 8th Street Market and Momentary, and the Downtown Square, making this an ideal location for a neighborhood development of this type.

Chapter 5, Neighborhoods and Housing, calls for various strategies to support affordability within the evolving landscape of Bentonville's Housing landscape. These directives include:

1. Allowing and prioritizing alternative forms of density, such as duplexes or projects that promote a mix of housing types.
2. Providing proximity to, or integration within neighborhood development, resident-based services such as parks, trails, public facilities, and local commerce.
3. Using creative, market-driven tools to maintain housing availability for all socioeconomic levels
4. Providing the residential environments that support the city's economic engine, employment base, and commerce.

This development meets many of these criteria by providing a mix of single-family attached and detached homes on smaller lots which may increase affordability. The proximity to goods and services makes a townhome development style development an efficient use of this space.

The design and location of this development promotes access to alternative modes of transportation as outlined in the Community Plan, Chapter 7.

Relationship to the Community Plan

This project meets the Community Plan objective of increased housing diversity (page 55), which supports aging in place by increasing the housing diversity at the block and neighborhood level to "allow for down-sizing within the local area." This development supports this by incorporating smaller footprint dwelling units on easier to maintain lots into a single-family style neighborhood.

This property is designated as Neighborhood-Urban on the plan and its prime location along near downtown amenities makes this location an ideal opportunity for context sensitive infill development.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

The applicant proposes a single-family attached and detached development that is nearby to existing multifamily and single-family neighborhoods with access to developed active transportation routes. The development meets the parking requirements outlined for R-1 and DN zoning districts, provides a mix of attached and detached townhomes and cottages communal open space, and low-impact development site design. The buildings will be composed of both primary use primary materials.

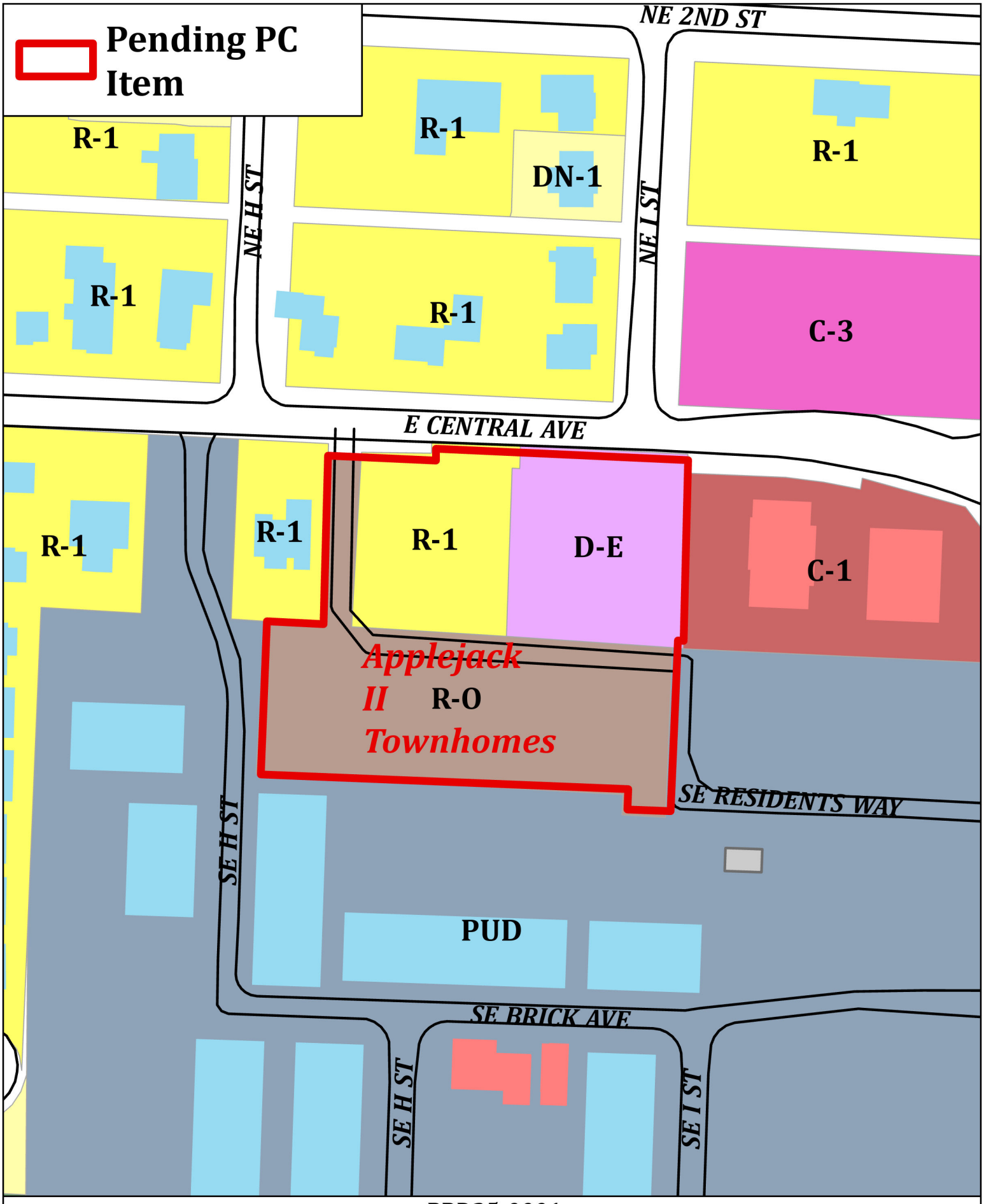
The proposal demonstrates the criteria outlined in the code for Planned Residential Developments with its mix of housing, community open space, and interconnected narrow street network that is safe and pleasant for pedestrians. The applicants have reviewed and made adjustments to the plan based on the concerns of nearby neighbors.

Conclusion

If the Planning Commission believes that the roadway can serve as "dual use" as a pedestrian plaza, then staff recommends approval of the Planned Residential Development given that it aligns with both the community plan calling for housing diversity, the future land use plan placetype of Urban Neighborhood, and the Planned Residential Development design criteria regarding traditional neighborhood design.

Additional Details

The project will need to comply with the Aerial Fire Apparatus for Access Roads pursuant to Section D105 of the Arkansas Fire Prevention Code prior to Large Scale Approval. These provisions pertain to projects where the highest roof surface exceeds 30' and includes width, proximity and obstruction requirements for fire access roads.



N
W E
S

PRD25-0001
Applejack II Townhomes
E. Central Ave

PRD REZONING PROPOSAL

2025-01-24

E | D | G
Ecological Design Group
216 W Birch Street
Rogers, AR 72756
COB project number PRD25-0001

PLANNED RESIDENTIAL DEVELOPMENT INTENT

Applejack II LLC, in collaboration with Ecological Design Group and Lew Oliver Inc., are seeking to rezone six adjoining parcels along East Central Avenue as a Planned Residential Development. Previously developed as single family housing and a senior living facility, the combined 2.43 acres will be transformed into a close-knit townhome development. It aspires to set a regional precedent for approachable density and embrace Traditional Neighborhood Design and Smart Growth principles that are core to Bentonville's character.

The project will consist of (43) townhomes, formed by a mix of (10) stand-alone cottages and (7) attached townhome clusters of varying size. Two premium clusters will front East Central Avenue, bookending a core greenspace that will preserve two existing legacy trees.

Construction will take on a phased approach, with individual buildings permitted separately and conforming to IRC code. Buildings will be designed as 2- and 3-story wood-framed structures, concrete slab on grade with shallow foundations, open web roof and floor trusses, and architectural shingles or TPO roof systems.

Phase One will capture all the horizontal infrastructure and north lawn, along with (15) total units along the northeast/east side of the site. Phase Two will complete the remaining (28) units on the west and south and the central plaza.

All units will be built to high energy efficiency standards, which, in addition to improving occupant comfort and health, lowers utility usage and bolsters climate resilience for both the building owners and city infrastructure. The site design implements a low impact development (LID) approach to stormwater management: permeable surfaces, rain catchments, and native plantings that offset hydrological influences also help create welcoming, nature-forward public spaces.

Request for Rezone:

The intent of this PRD is to help establish a high-quality housing development that respects the elegance of traditional, single-family plots near Downtown while delivering the unit density that serves the heightened urban activity correspondent with inner Bentonville's rapid growth.

The property is currently zoned R-1 Low Density Single Family Residential, DE Downtown Edge, and RO Residential Office. The design team is requesting to rezone to PRD as a mechanism to allow for flexibility in design and the ability to meet a high-level urban design concept for the property as a whole.

Specifically, the proposed design will utilize lot widths and setbacks that are smaller than the typical setbacks for the existing zoning.

Owner

APPLEJACK II LLC
417 MLK Jr Blvd
Fayetteville AR, 72701

Property Information

Address:
904 SE Residents Way
72712

Parcel ID:
01-03151-001
01-10801-000
01-10800-000
01-03154-000
01-03153-000
01-03152-000

*Owner proposes to combine parcels

Total Acreage:
2.43 AC

Project Information

Current Zoning:
R-1 Residential Single Family
DE Downtown Edge
RO Residential Office

Proposed Zoning:
PRD

Current Land Use:
Residential

Proposed Land Use:
Residential

Applicant/Representative

Ecological Design Group, LLC. (EDG)
Alex Brown, ASLA
254.495.6045
abrown@ecologicaldg.com

E | D | G

Ecological Design Group
216 W Birch Street
Rogers, AR 72756

COB project number PRD25-0001

PLANNED RESIDENTIAL DEVELOPMENT INTENT

How the property will adhere to Smart Growth Principles and Traditional Neighborhood Design:

DIVERSITY AND CONNECTION
The attached townhomes will all implement tuck-under garage parking on the first floor with two-stories of living space above, with occasional roof decks. Special unit variations offer viewsheds to the landscaped interior of the site. The smaller cottage units create diversity in the housing type both in price point and amenities: they forego garages in favor of a gravel drive that can function either as stacked vehicle parking or outdoor living space. The resulting primary interior level is at grade, creating an accessible level of engagement with outdoor spaces.

PARKING
Every unit had two parking spaces through enclosed garages or surface parking adjacent to the unit, and visitors are accommodated by 5 surface parking spaces and bike racks. While not part of this PRD, additional overflow visitor parking may be functionally captured with existing spaces along adjacent H Street, west of the site. Pedestrian and non-motorized traffic is encouraged through the site by a series of gravel paths and occupiable greenspaces.

ACCESS
Primary resident access will be via a new, concrete shared use public alley that accommodates pedestrian and bicycle movement, akin to the street section at neighboring Brick Avenue Lofts. Resident through-traffic will traverse from East Central Avenue to SE H Street, forming a robustly-landscaped common plaza at its apex. Auto-courts allow for most of the units to front onto Central Ave, minimizing views of garage doors. This de-emphasis on vehicle infrastructure - consolidated driveways, tuck-under garages, and a slim street section - is intentional, and it directly supports general walkability, engagement with one's neighbors, and moments of discovery.

How the property will relate to the neighborhood:

The Applejack II Townhomes sit in a rapidly evolving part of Bentonville, defined in the most current Future Land Use map as an Urban Neighborhood. The medium-density site plan is right in-line with the target residential density (18.1 and 17 units/ac, respectively) and reflects a balanced transition between the multifamily Brick Avenue Lofts to the south and surrounding single-family homes to the north.

Garages, surface parking, and utility infrastructure are located on the interior of the site, so that the outward façade consists primarily of front doors and porches. This community friendly design puts eyes on the street and encourages engagement with the neighborhood.

Appropriate city-mandated landscape buffers and screening will be in place at the perimeter transitions, to Casey's on the east, the single-family home to the west, and Brick Avenue Lofts to the south.

E | D | G
Ecological Design Group
216 W Birch Street
Rogers, AR 72756
COB project number PRD25-0001

PRD DEVELOPMENT STANDARDS PROVIDED

Allowed Uses:

Residential

Authorized Housing Types:

Attached and detached single family housing

2 Bedroom Units:	28
3 Bedroom Units:	10
4 Bedroom Units:	5
Total Units:	**43 (17.7 units/acre)**

Common Open Space:

Min. 15 % of Total Project Area (17.4% provided)

Land Area Per Dwelling Unit:

2370 SF of Land Area Per Dwelling Unit

Lot and Area Standards:

Building Setbacks:

Front:	Min: 0′	Max: 35′
Side:	Min: 0′	Max: 36′
Rear:	Min: 0′	Max: 31′

Building Height:	Min: TBD	Max: 45′

Lot Size:

Depth:	Min: 47′	Max: 100′
Width	Min: 18′	Max: 31′

Lot Coverage:	Min: None	Max: 100%

Parking and Off-Street Loading:

43 Units

2 car garages - 35
Surface parking spaces (Private) - 18
Surface parking spaces (public) - 5

86 spaces for 43 units = 2 spaces per unit

E | D | G
Ecological Design Group
216 W Birch Street
Rogers, AR 72756
COB project number PRD25-0001

DESCRIPTION OF COMPLIANCE WITH PRD CRITERIA

Sec 401.11-a1:

A maximum choice in the types of environments and living units available to the public
The proposed development will provide a variety of environments and living units to the Bentonville community.

This project will provide a walk up townhome product in a market that is predominantly comprised of single family homes.

There will be a mix of attached and detached units as well as a mix of units sizes and configurations. Some units will face the public street, some will face communal green space and some will face quiet, interior paths.

Sec 401.11-a2:

A variety of housing types that effectively meets the varying price points of the community
This development will provide a variety of dwelling unit types including two, three, and four-bedroom homes. This site is a place where people can live, work, and shop without the need for an automobile.

Sec 401.11-a3:

Energy-efficient site design or building features
This development will create a high-quality building envelope to limit air and moisture infiltration. In addition to utilizing efficient HVAC systems, large operable windows will provide day lighting in the spaces and allow fresh air during temperate times of the year. Units have direct access to communal outdoor gathering areas of varying scales. Walking paths throughout the site plus proximity to walkable downtown Bentonville promote healthy lifestyle through pedestrian and bicycle transportation.

Sec 401.11-a4:

A minimum of fifteen percent (15%) common, useable open space and recreation areas
The proposed development will dedicate approximately 17.4% open space in the form of pedestrian sidewalks, outdoor courtyards, vegetated / landscape areas and biofiltration ponds.

Sec 401.11-a5:

A pattern of development which preserves natural features and prevents soil erosion
The proposed site is vacant grassland and grayfield. The majority of the site will be disturbed as part of this development. All disturbed area will be protected and maintained in accordance with Arkansas Department of Environmental Quality (ADEQ) permit requirements.

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Rogers, AR 72756
COB project number PRD25-0001

DESCRIPTION OF COMPLIANCE WITH PRD CRITERIA

Sec 401.11-a6:

A creative approach to the use of land and related physical development
The site design is designed around density and walkability, turning what would normally contain low density land uses into a 44 unit community with shared amenities within walking distance to downtown. Because the scale and surrounding uses in the neighborhood, in particular along Highway 72 (East Central Ave) aren't conducive to pedestrian activity, the buildings have been clustered in such a way to create small, semi private refuge spaces for residents. New buildings oriented along H Street provide pedestrian a friendly frontage.

Sec 401.11-a7:

Efficient use of land resulting in smaller networks of utilities and streets and thereby lowering costs
The intent of this development is to create a shared-use circulation network and exhibit a pedestrian oriented character with ample open space opportunities offered to the community. The closeness of the buildings will aid in a limited utility network with the most efficient length of utility lines as possible. By building in a dense manner and reducing unnecessary parking spaces and roads the site design frees up more space for amenity areas and ecological function.

Sec 401.11-a8:

Environment of stable character in harmony with the surrounding development
The design of the site is intended to serve as a bridge between the current state of the neighborhood and the future goals for development in Bentonville. Small building setbacks on E Central Ave extend the urban character from downtown Bentonville, while the communal open space treats storm water while providing recreational amenities for residents and pedestrians alike.

Sec 401.11-a9:

Efficient use of infrastructure
Increased density results in less infrastructure such as roads and utility lines. This development will tie into existing water, sanitary sewer, and underground electric lines. A storm water pond and underground detention storage will handle on-site runoff.

Dutch Style Single Family Neighborhoods

higher-density neighborhoods are designed to accommodate more people in limited spaces, often using shared-use streets and paths to create vibrant, connected communities. These spaces prioritize pedestrians, cyclists, and vehicles, encouraging interaction and reducing car dependency. By incorporating green spaces and recreational areas, shared streets foster social engagement and improve safety, helping to build stronger, more sustainable neighborhoods.

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Sec 401.11-a10:

High quality architectural design, placement, relationship and orientation of structures
Preliminary architectural elevations by Lew Oliver Inc. are included at the end of this package. Lew is an Atlanta-based urbanist, master planner, and designer with more than a decade of experience in advancing New Urbanism and residential design. He envisions, designs, and elements whole towns.

Master plans by Oliver are designed with each community's values, local vernacular, and climate in mind. He focuses on the pedestrian experience in each of his site plans, ensuring that physiological and psychological wellness of residents is paramount. Each of his plans considers how to enrich the landscape. Lew Oliver, Principal of Lew Oliver Inc., is a preferred design consultant of renowned Duany PlaterZyberk, having undertaken over 40 charrettes internationally. He was instrumental in the design and development of Trilith, Downtown Woodstock, Southlands BC, Vickery, Rosemary Beach FL, Celebration FL, Serenbe, Lost Rabbit MS, Village at Hendrix AR, and more.

Previous work by Lew Oliver:

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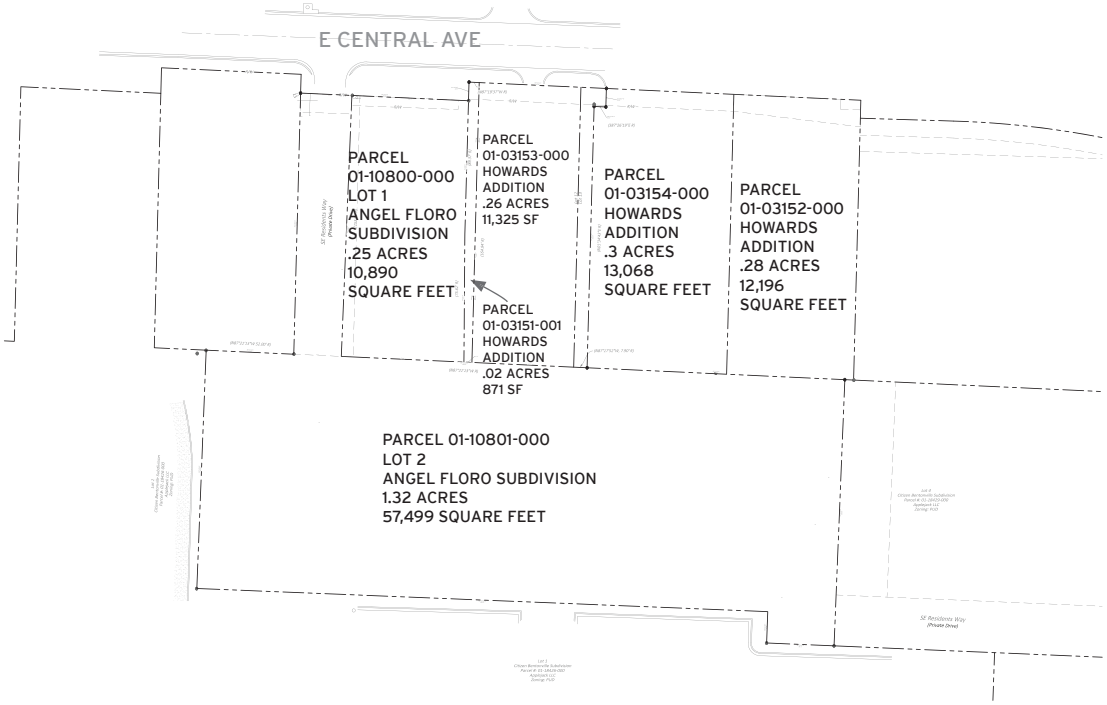
PRD EXTENTS



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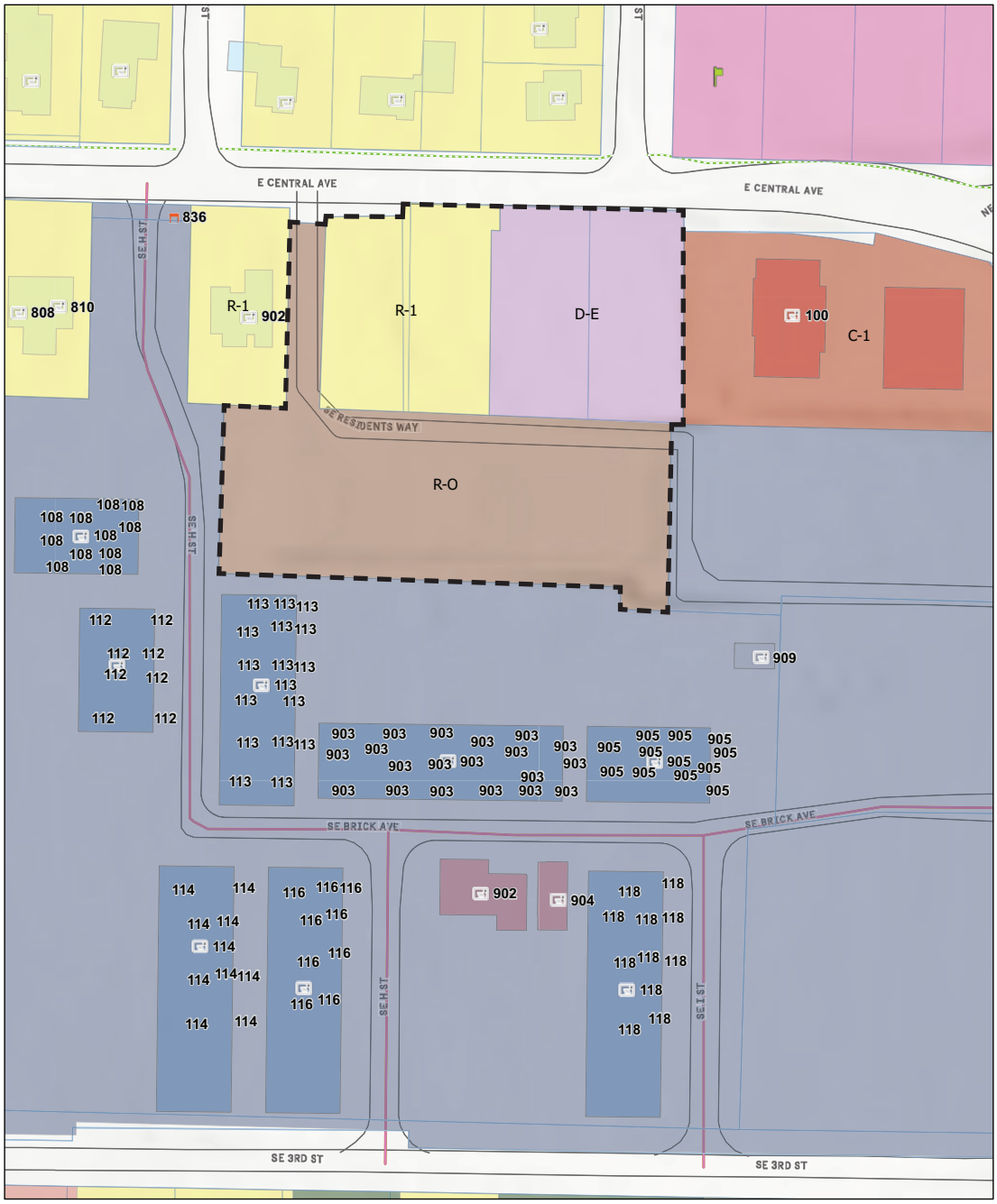
COB project number PRD25-0001

Bentonville Zoning Map



8/14/2023, 3:47:51 PM

Bentonville Address
- Main address
- PreAddress
- Sign

Bentonville Zoning
- C-1 Neighborhood Commercial
- C-3 Central Commercial
- D-E Downtown Edge
- DN-3
- DN-4 Downtown Neighborhood 4
- PUD
- R-1 Single Family Residential
- R-O Residential Office
- Tax Parcels

1:1,128

0 0.01 0.02 0.04 mi

0 0.01 0.03 0.06 km

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

Provided by the GIS Department

EXISTING ZONING

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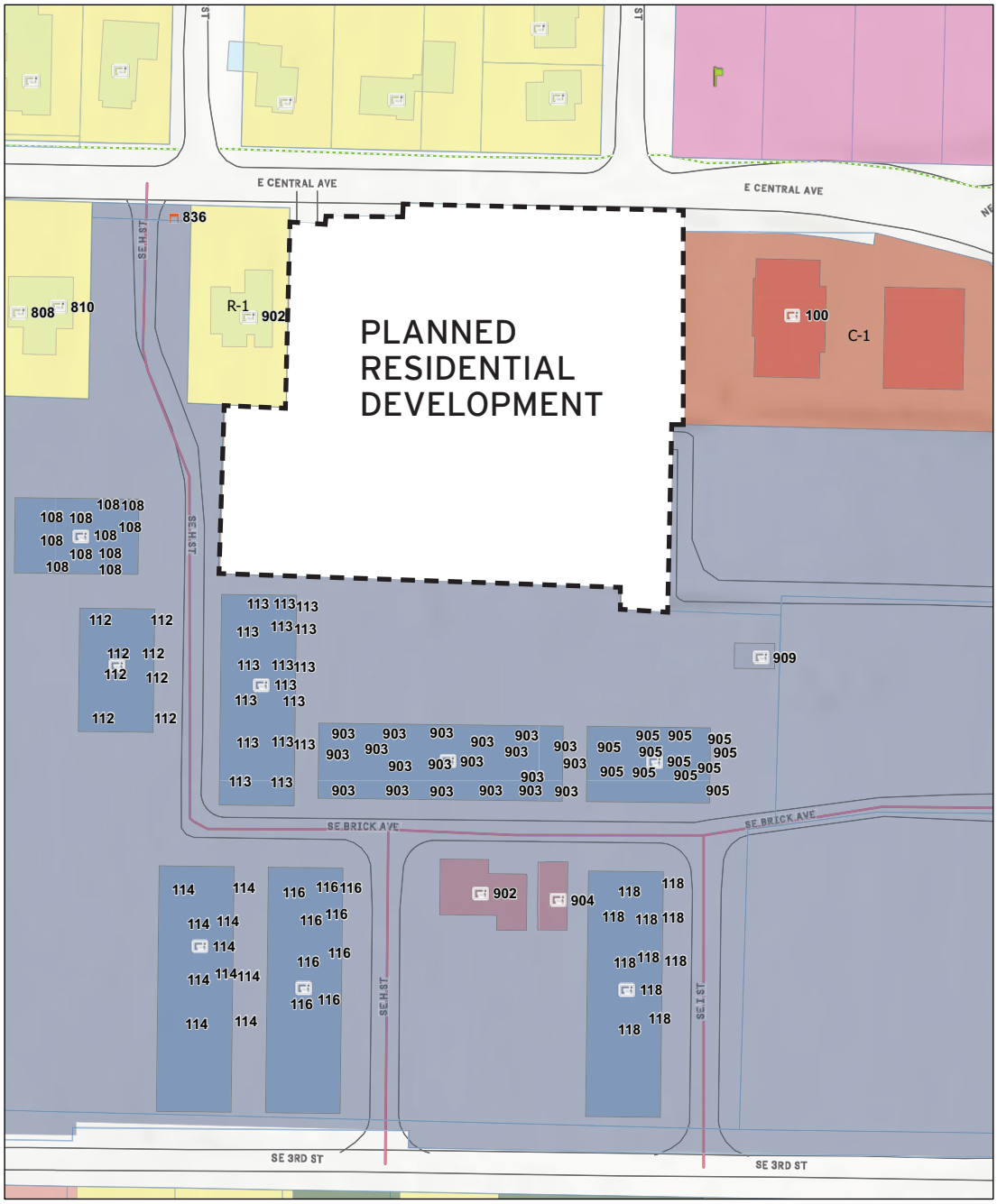
COB project number PRD25-0001

Bentonville Zoning Map



PROPOSED ZONING

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APPLEJACK II TOWNHOMES

BENTONVILLE, AR

MASTER PLAN

LEGEND

1. CENTRAL AMENITY PLAZA
2. DRIVE LANE
3. COMMUNAL GREEN SPACE
4. AUTO COURT
5. PUBLIC SIDEWALK
6. LANDSCAPE BUFFER
7. DOG RUN

1" = 80'

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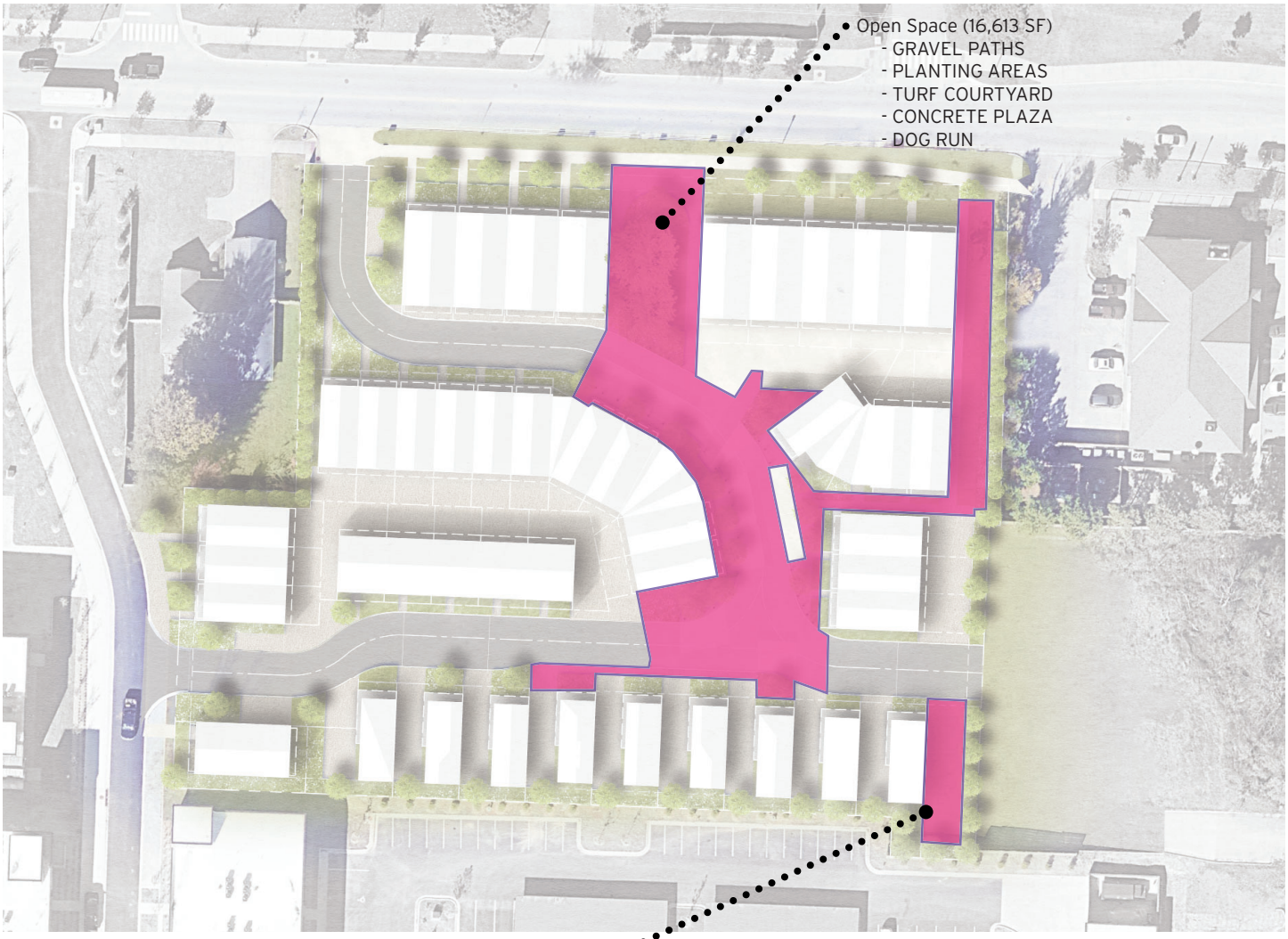
COMMUNAL OPEN SPACE



COMMUNAL OPEN SPACE	
TOTAL SITE AREA	101,930 SF
REQUIRED FOR PRD	15% OF SITE (15,289 SF)
PROVIDED	17.4% OF SITE (17,803 SF)

1" = 80'

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SETBACKS AND CLEARANCES

LEGEND

- PROPERTY LINE
- 32.5' SETBACK ALONG CENTRAL AVE C.L.
- UTILITY EASEMENT AND R.O.W.
- 7' LANDSCAPE SETBACK

1" = 100'

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PARKING STUDY

PARKING DATA

PARKING PROVIDED

GARAGE PARKING	68 SPACES
SURFACE PARKING	23 SPACES
PARKING PROVIDED TOTAL	
(RESIDENTIAL)	86 SPACES
PUBLIC PARKING	05 SPACES

86 SPACES FOR 43 UNITS: 2 SPACES PER UNIT

LEGEND

- 2 CAR GARAGE
- GARAGE ENTRY
- SURFACE PARKING

1" = 100'

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PEDESTRIAN NETWORK

LEGEND

- PUBLIC SIDEWALK
- CROSSWALKS
- SHARED VEHICLE AND PEDESTRIAN
- PEDESTRIAN ONLY
- PEDESTRIAN PLAZA

1" = 100'

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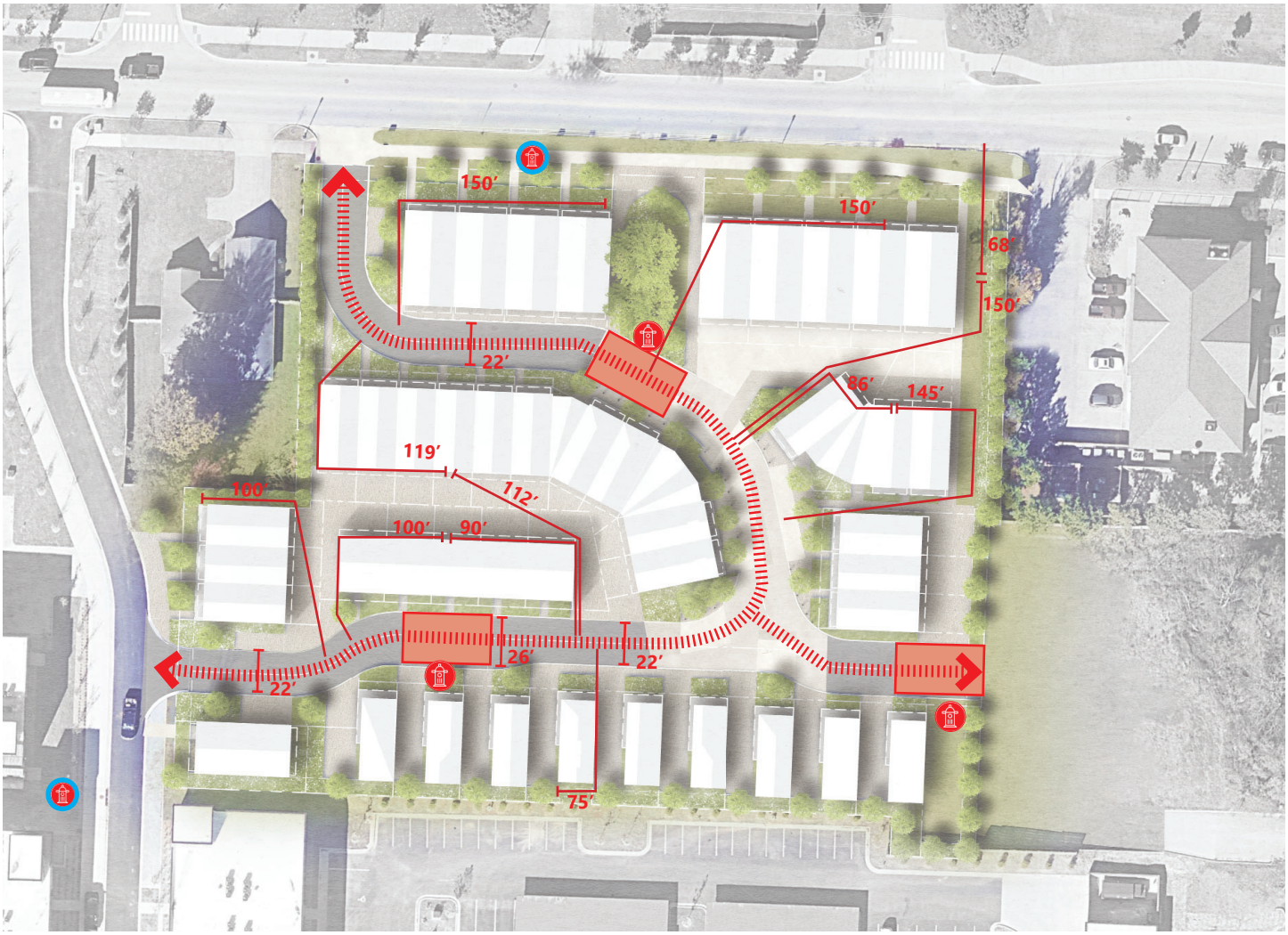
FIRE ACCESS



LEGEND

- PROPOSED FIRE HYDRANT LOCATION
- EXISTING FIRE HYDRANT LOCATION
- HOSE PULL
- FIRE TRUCK CIRCULATION PATH

1" = 80'

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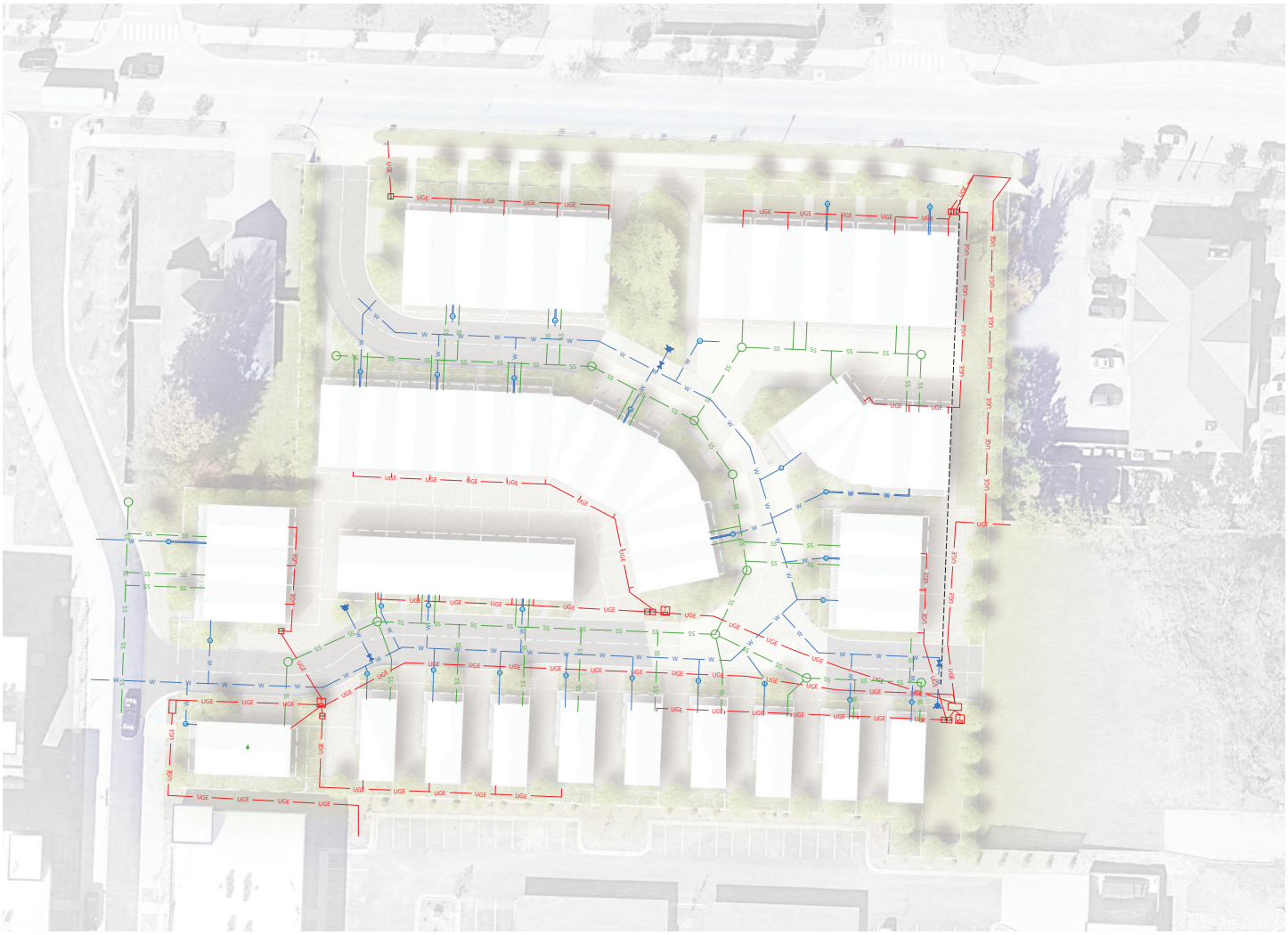
UTILITY PLAN



LEGEND

- WATER LINE
- WATER METER
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- GATE VALVE
- SANITARY SEWER
- SANITARY SEWER MANHOLE
- UNDERGROUND ELECTRIC LINES
- OVERHEAD ELECTRIC
- MOUNTED ELECTRIC METER
- PAD MOUNTED TRANSFORMER -
- POWER POLE
- EXISTING SANITARY SEWER
- EXISTING WATER LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING GAS LINE
- EXISTING TELEPHONE LINE
- EXISTING TELEPHONE PEDES-
- EXISTING CABLE PEDESTAL
- EXISTING WATER METER
- EXISTING SANITARY SEWER
- EXISTING WATER VALVE
- EXISTING GAS METER
- EXISTING POWER POLE

1" = 80'

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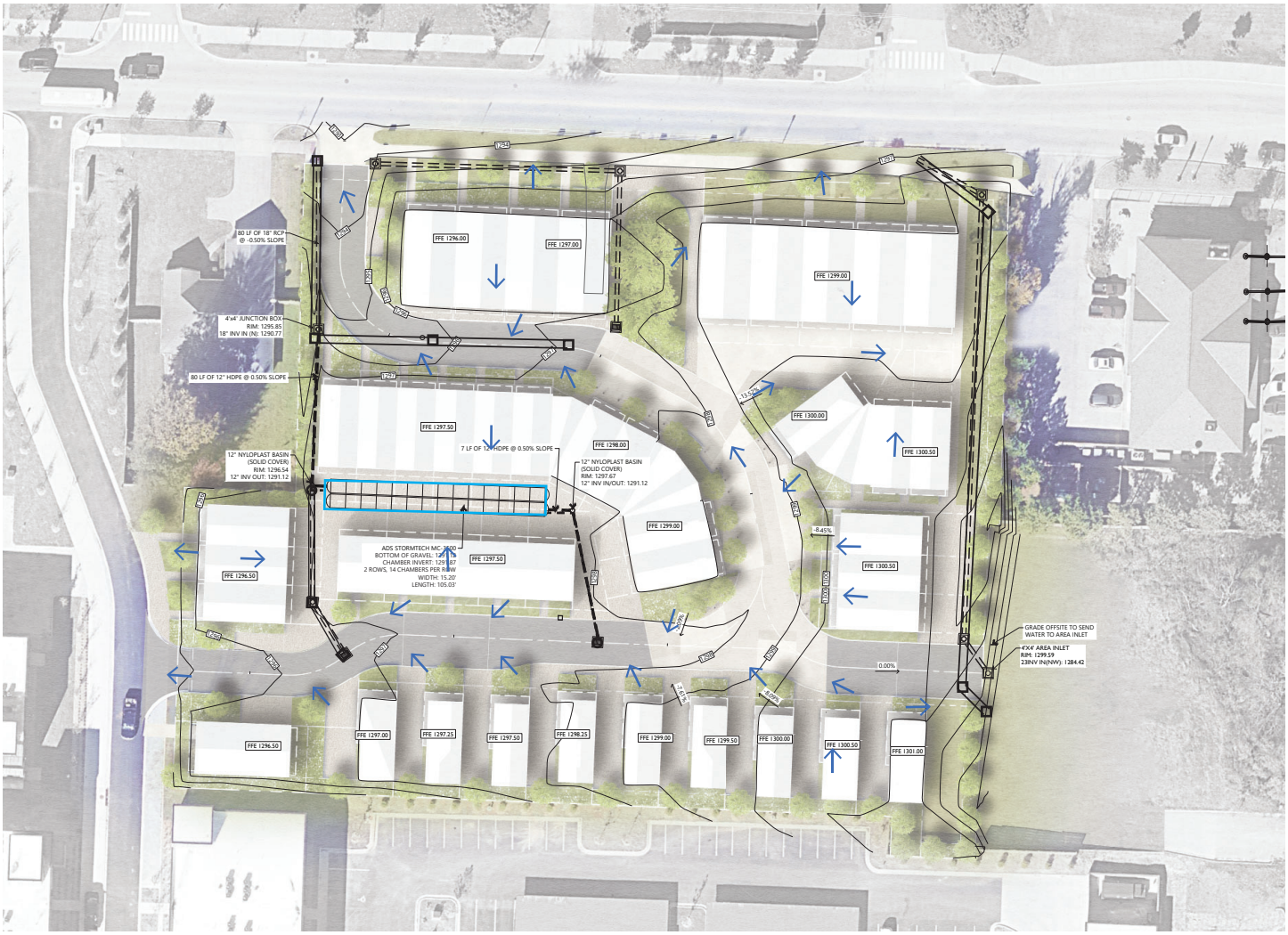
POST DEVELOPMENT DRAINAGE



GRADING & DRAINAGE
PLAN LEGEND

- UNDERGROUND DETENTION POND
- STORM SEWER PIPE (RCP)
- STORM SEWER PIPE (HDPE)
- FLOW ARROW

The proposed site design collects stormwater runoff from the southwest quadrant of the site in a centralized underground gravel detention basin. This system slows the flow of stormwater, which reduces flash flooding and allows particulates to settle before flowing into Little Sugar Creek. The stormwater system also incorporates existing off site pass -through runoff from the south east via an underground pipe. The northern and eastern portions of the site flows directly into this pipe via surface drains.

1" = 80'

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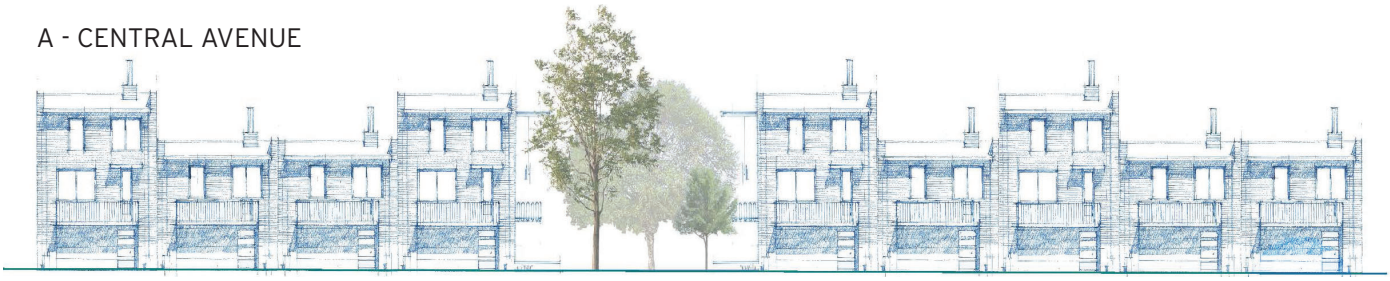
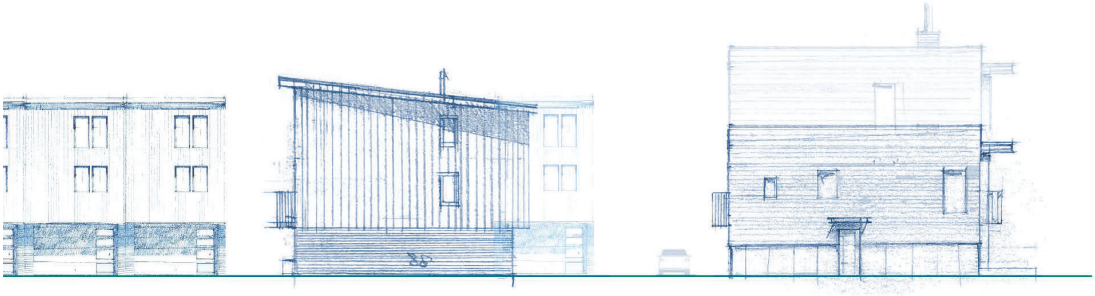
ARCHITECTURAL ELEVATIONS

A - CENTRAL AVENUE

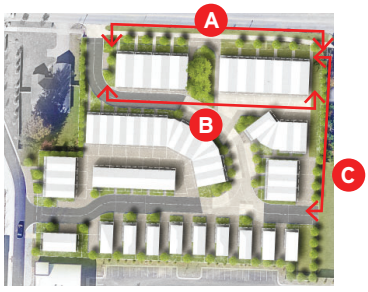


B - NORTH BLOCK - SOUTH ELEVATION



C - EAST BLOCK - EAST ELEVATION

ELEVATION KEY



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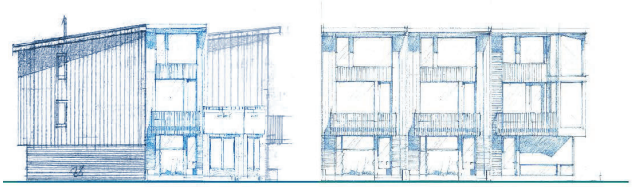
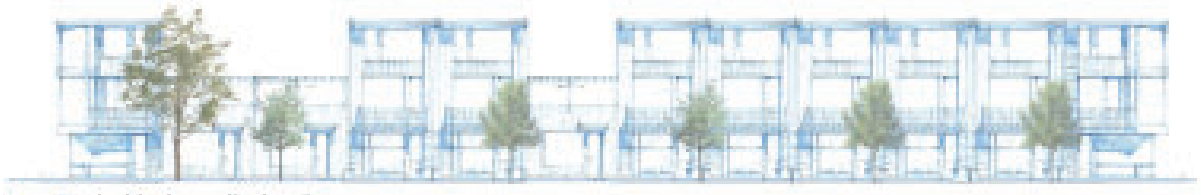
ARCHITECTURAL ELEVATIONS

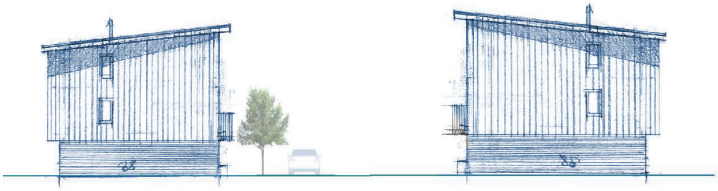


D - EAST BLOCK - WEST ELEVATION



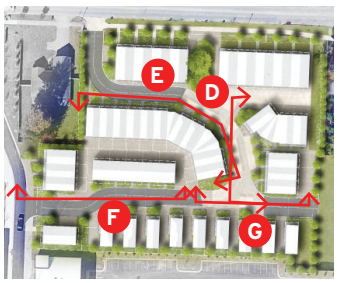
E - CENTER BLOCK - NORTH ELEVATION

F - SOUTH CENTER BLOCK - SOUTH ELEVATION



G - H STREET PLAZA ELEVATION

ELEVATION KEY



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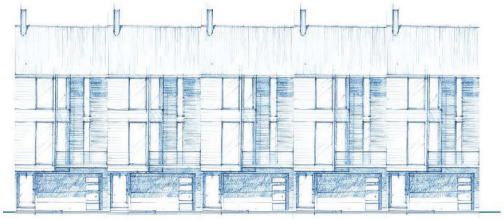
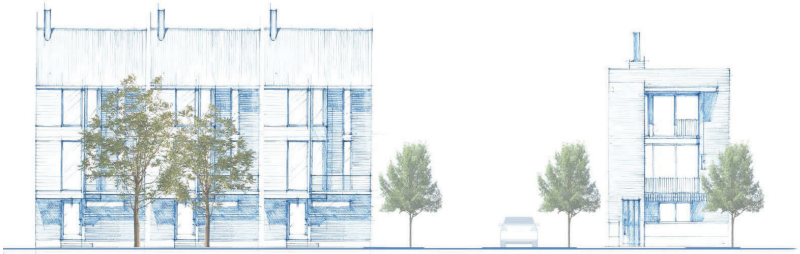
COB project number PRD25-0001

ARCHITECTURAL ELEVATIONS



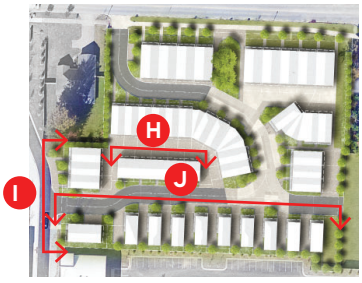
H - CENTER BLOCK - NORTH ELEVATION



I - H STREET - WEST ELEVATION

J - SOUTH BLOCK - NORTH ELEVATION

ELEVATION KEY



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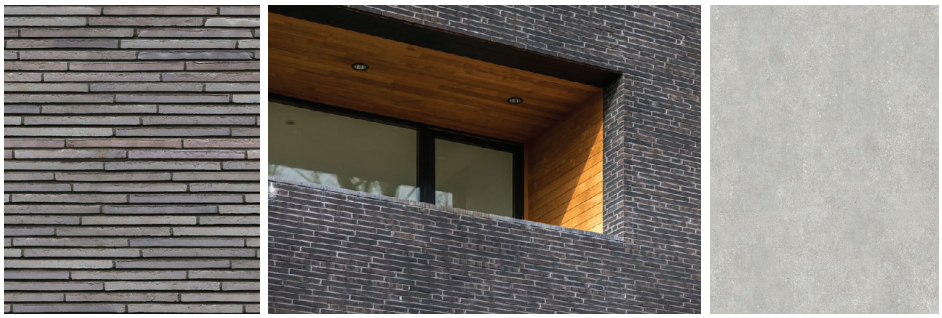
COB project number PRD25-0001

ARCHITECTURAL MATERIALS



first floor (20% total)
primarily masonry with concrete patios

second and third floors (80% total)
combination of wood and fibber cement siding, colors to be natural or neutral

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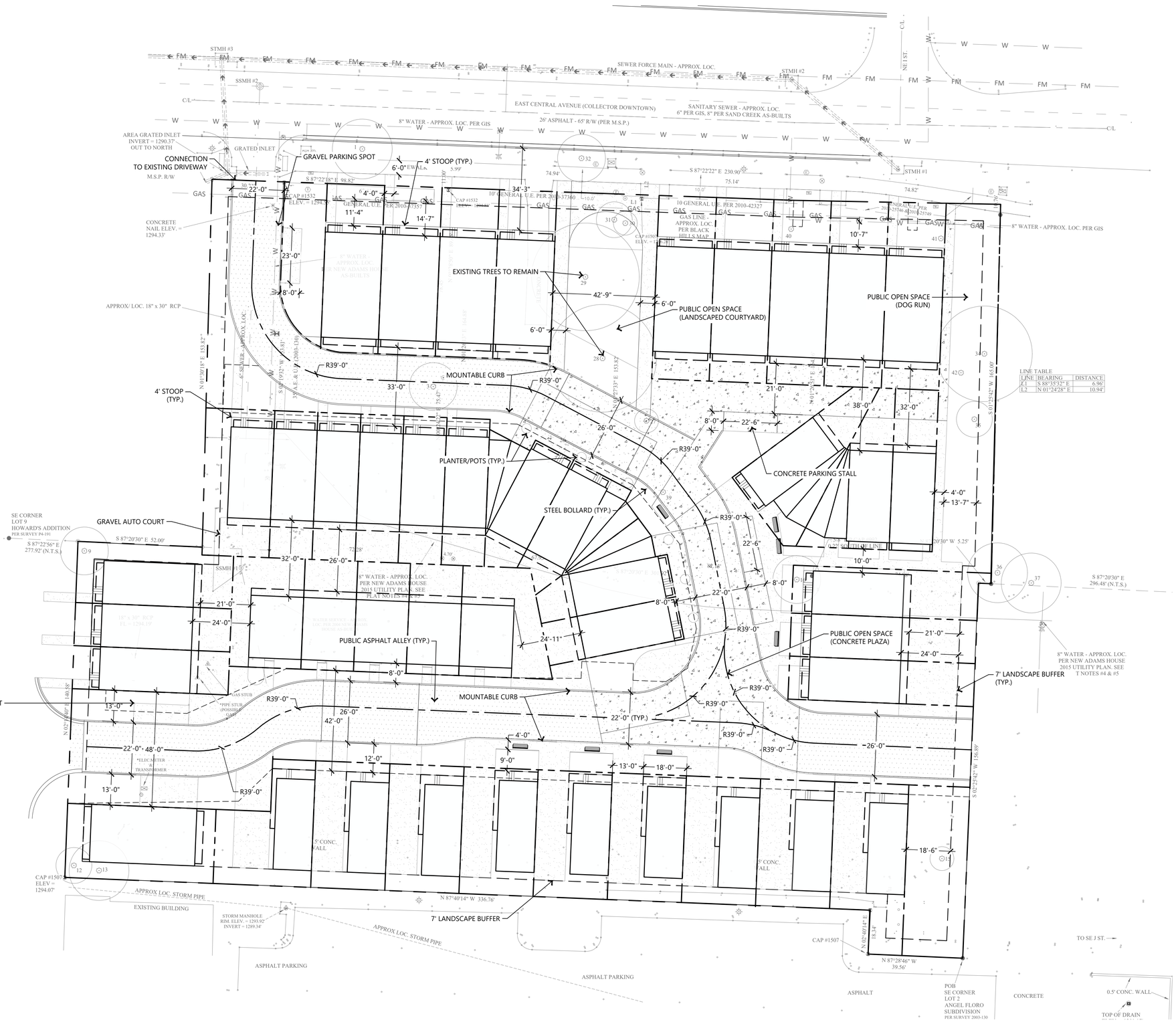

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APPLEJACK II TOWNHOMES
Bentonville, Arkansas

EDG PROJECT NO. 24-050
DATE 2025.01.24

REVISIONS

Mark	Date	Description

PHASE Design Development

TITLE SITE PLAN

SHEET NO. C1.00
PRD25-0001

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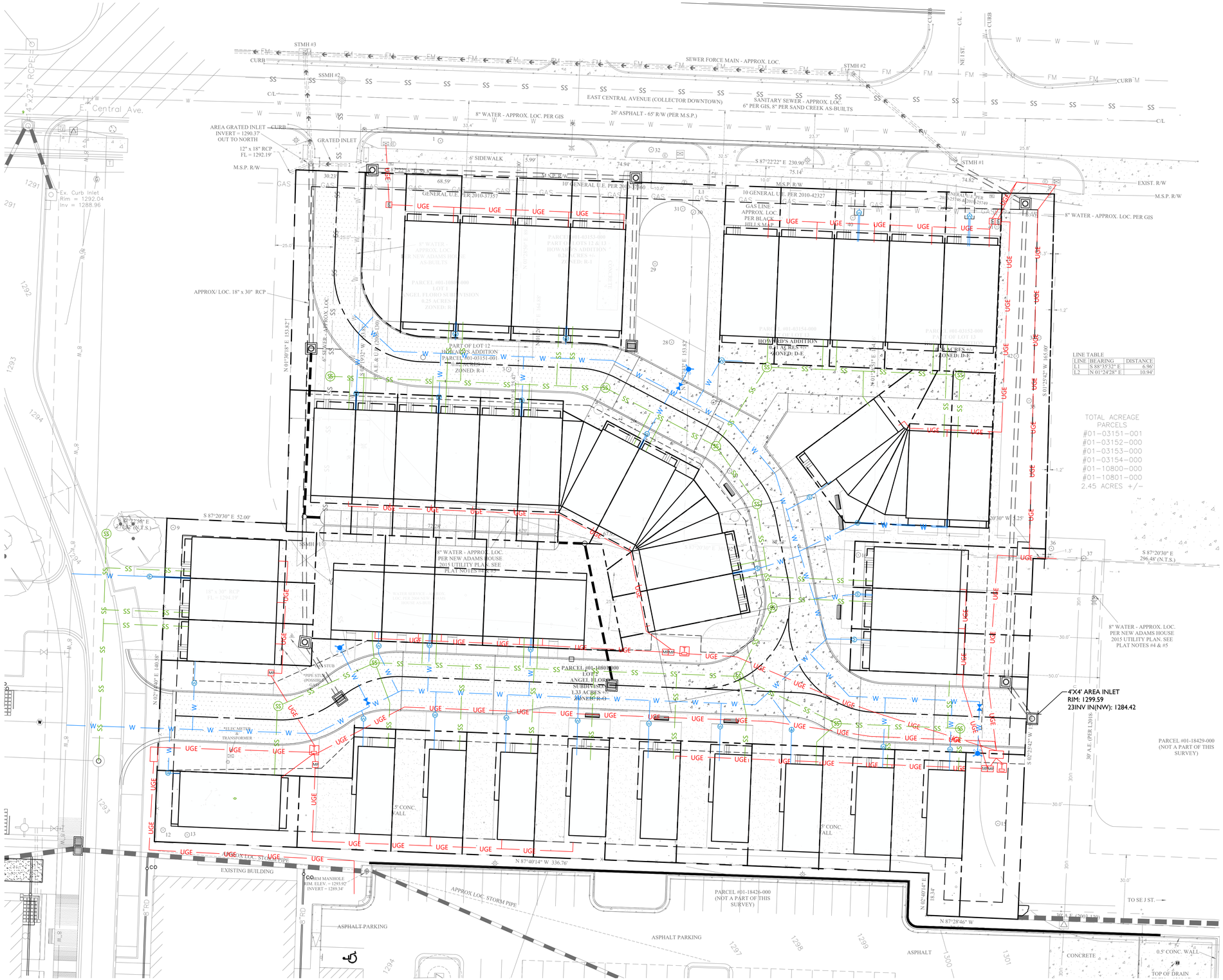

PROPOSED UTILITY LEGEND

- W — WATER LINE
- W — WATER METER
- WATER VALVE
- FDC
- FIRE HYDRANT
- SS — SANITARY SEWER
- UGE — UNDERGROUND ELECTRIC LINES/CONDUIT
- OHE — OVERHEAD ELECTRIC
- TRANSFORMER AND CONCRETE PAD
- TELE — FIBER LINE
- COMM — COMMUNICATION LINE
- GAS — GAS LINE
- GAS METER

EXISTING LEGEND

- BOUNDARY LINE
- BOUNDARY LINE (PREVIOUS)
- FORTY LINE/ TIE LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- WATER LINE
- OVERHEAD POWER LINE
- SEWER LINE
- FENCE
- UTILITY EASEMENT
- FOUND 5/8" REBAR/ CAP
- SET 5/8" REBAR/CAP
- FOUND PIPE
- FOUND 1/2" REBAR
- COMPUTED POINT
- TELEPHONE PEDESTAL
- CABLE PEDESTAL
- WATER METER
- SEWER CLEANOUT
- SANITARY SEWER MH
- POWER POLE
- WATER VALVE
- GAS METER
- SPOT ELEVATIONS

1 UTILITY PLAN

SCALE: 1" = 20'-0"

NORTH

0' 20' 40' 80'

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Bentonville, Arkansas

EDG PROJECT NO.	24-050
DATE	2025.01.24

REVISIONS

Mark	Date	Description

PHASE Design Development

TITLE UTILITY PLAN

SHEET NO. C2.00
PRD25-0001

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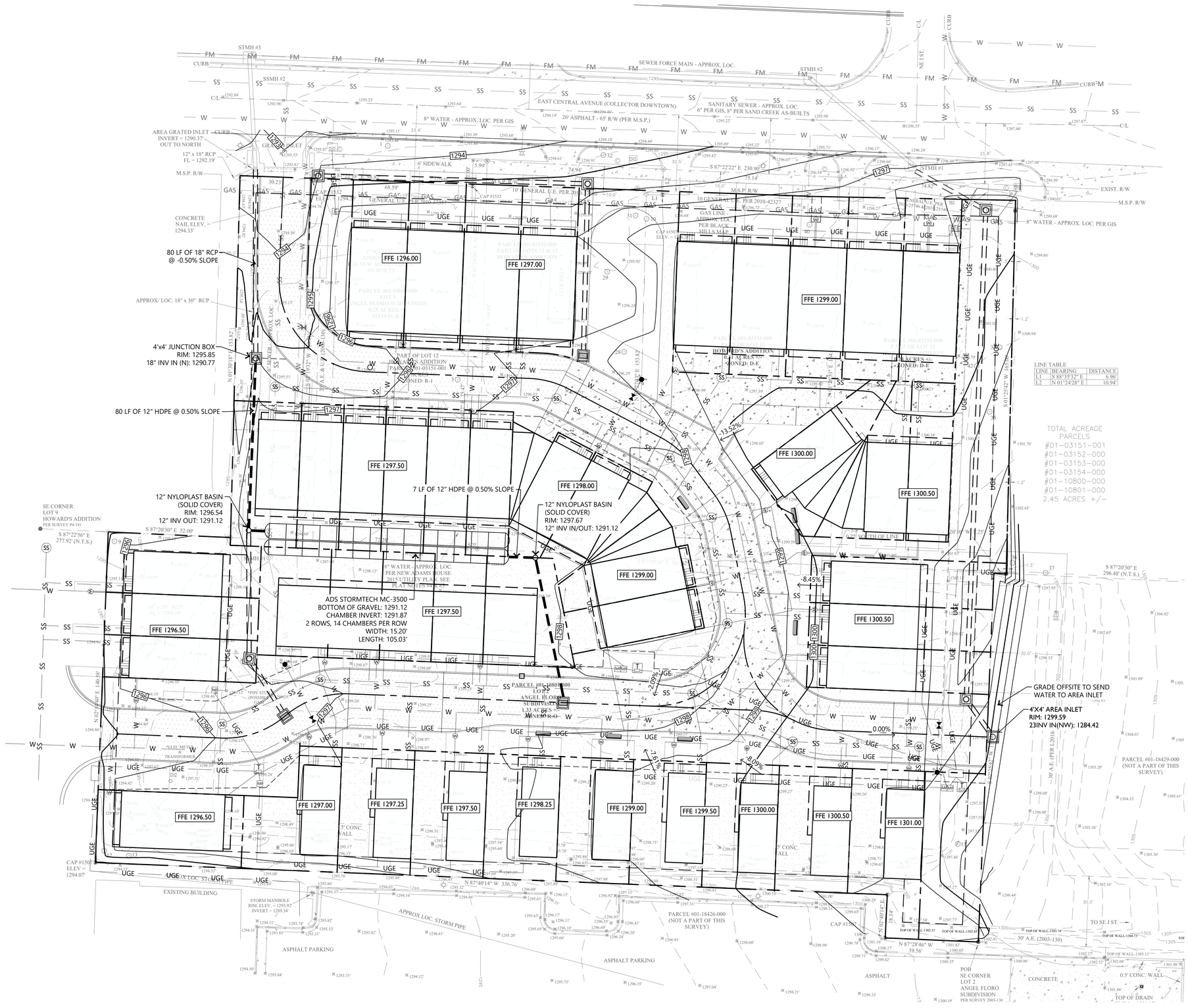

1 GRADING AND DRAINAGE PLAN

SCALE: 1" = 20'-0"

PROPOSED GRADING & DRAINAGE LEGEND

- JUNCTION BOX
- CURB INLET
- CONCAVE GRATE INLET
- AREA INLET
- NYLOPLAST CATCH BASIN
- FLARED END SECTION
- HDPE STORM PIPE
- PERFORATED HDPE STORM PIPE
- RCP/RCHEP STORM PIPE
- 1311 PROPOSED 1 FT. CONTOUR ELEVATION
- 1315 PROPOSED 5 FT. CONTOUR ELEVATION
- XXXX.XX SPOT ELEVATIONS
- FLOWLINE

EXISTING LEGEND

- BOUNDARY LINE
- BOUNDARY LINE (PREVIOUS)
- FORTY LINE/ TIE LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- WATER LINE
- OHP OVERHEAD POWER LINE
- SS SEWER LINE
- FENCE
- UTILITY EASEMENT
- FOUND 5/8" REBAR/ CAP
- SET 5/8" REBAR/CAP
- FOUND PIPE
- FOUND 1/2" REBAR
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- TELEPHONE PEDESTAL
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- WATER VALVE
- GAS METER
- SPOT ELEVATIONS

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APPLEJACK II TOWNHOMES

Bentonville, Arkansas

EDG PROJECT NO. 24-050
DATE 2025.01.24

REVISIONS

Mark	Date	Description

PHASE Design Development

TITLE GRADING & DRAINAGE PLAN

SHEET NO. C3.00
PRD25-0001

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ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-O, RESIDENTIAL OFFICE, R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL, AND DE, DOWNTOWN EDGE TO PRD, PLANNED RESIDENTIAL DEVELOPMENT; AND FOR OTHER PURPOSES. (PROJECT NUMBER: PRD25-0001)

WHEREAS, Ecological Design Group 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-O, RESIDENTIAL OFFICE, R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL, and DE, DOWNTOWN EDGE to PRD, PLANNED RESIDENTIAL DEVELOPMENT to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOTS 1 AND 2 OF ANGEL FLORO SUBDIVISION AS SHOWN ON PLAT RECORD BOOK 2003 AT PAGE130 AND ALSO LOTS 12 AND 13 OF HOWARD'S ADDITION TO THE CITY OF BENTONVILLE, BENTONCOUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:BEGINNING AT AN EXISTING REBAR MARKING THE SOUTHEAST CORNER OF SAID LOT 2 OF ANGELFLORO SUBDIVISION AND RUNNING THENCE N87°28’46”W 39.56’ TO AN EXISTING REBAR,THENCE N02°40’14”E 18.34’ TO AN EXISTING REBAR, THEN N87°40’14”W 336.76’ TO AN EXISTINGREBAR, THENCE N02°14’40”E 140.58’, THENCE S87°20’30”E 52.00’, THENCE N01°30’18”E 153.82’TO THE SOUTH RIGHT-OF-WAY OF EAST CENTRAL AVENUE, THENCE ALONG SAID RIGHT-OF-WAYTHE FOLLOWING: S87°22’18”E 98.82’ TO AN EXISTING REBAR, N01°28’50”E 11.00’, S87°22’22”E230.90’, THENCE LEAVING SAID RIGHT-OF-WAY S01°25’42”W 165.00’ TO AN EXISTING REBAR,THENCE N87°20’30”W 5.25’ TO AN EXISTING REBAR, THENCE S02°25’42”W 156.89’ TO THE POINTOF BEGINNING, CONTAINING 2.45 ACRES, MORE OR LESS. SUBJECT TO THAT PORTIONSOUTHEAST RESIDENTS WAY MASTER STREET PLAN RIGHT-OF-WAY ON HEREIN DESCRIBEDTRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 4, 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-O, RESIDENTIAL OFFICE, R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL, and DE, DOWNTOWN EDGE to PRD, PLANNED RESIDENTIAL DEVELOPMENT.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-O, RESIDENTIAL OFFICE, of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL, and DE, DOWNTOWN EDGE to PRD, PLANNED RESIDENTIAL DEVELOPMENT to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk