



**City Council
Meeting Agenda
July 8, 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 July 8, 2025: [Registration Link](#)

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: June 24, 2025

I. Old Business

1. **Tabled from the June 24, 2025, City Council Meeting: Resolution to Award Bid IFB-25-49 Solid Waste and Recycling Services to Cards NWA, LLC** **Resolution**

Resolution to award bid IFB-25-49 Solid Waste and Recycling Services to Cards NWA, LLC per the unit prices attached. No budget adjustment is needed.

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

1. **July Residential Landscape Award - 2411 NW Rita Way** **Informational**
 Recognition by City Council of the landscaping of residential property at 2411 NW Rita Way. The property was selected by the Tree & Landscape Advisory Committee and is the July Residential Landscaping of the Month award winner.
2. **Filming and Special Events Permits** **Informational**
 Informational item about new filming and special event permitting process.
3. **Resolution Approving Change Order #1 for VBT East Taxiway Extension Phase 2** **Resolution**
 Approving VBT East Taxiway Extension Phase 2 - Change Order #1 with APAC-Central, Inc.. No budget adjustment is needed.
4. **Public Hearing and Ordinance Vacating a Street Right of Way (VAC25-0017)** **Ordinance***
 Public Hearing and approval of an Ordinance vacating a Street Right of Way located at 1410 SE 8th Street of Wal-Mart Subdivision 1 (VAC25-0017).
5. **Resolution Setting a Public Hearing to Vacate a Utility Easement (VAC25-0016)** **Resolution**
 Approve Resolution to set a Public Hearing for July 22, 2025 to vacate a Utility Easement located at Lot 1 of Bentonville Phillips Park Phase 1 (VAC25-0016).
6. **Resolution Setting a Public Hearing to Vacate an Alley Right of Way (VAC25-0018)** **Resolution**
 Approve Resolution to set a Public Hearing for July 22, 2025 to vacate an Alley Right of Way located between Lot 1 of Ratcliff Subdivision and Lot D, Block 6 of Lincoln and Rice Addition (VAC25-0018).
7. **Resolution Setting a Public Hearing to Vacate an Alley Right of Way (VAC25-0019)** **Resolution**
 Approve Resolution to set a Public Hearing for July 22, 2025 to vacate an Alley Right of Way located at Crystal Lands Subdivision Lot 1 (VAC25-0019).
8. **Resolution Approving a Budget Adjustment for Vantage Live Software Subscription Renewal** **Resolution**
 Resolution approving a Budget adjustment for Vantage Live subscription renewal for 40 traffic signals and the addition of 30 traffic signals. \$28,000.00 is budgeted for 2025 requesting \$5,000.00 be allocated from street fund reserves. A budget adjustment is needed.
9. **Resolution Approving PIIP20-0010 NW 9th & D - Construction Change Order 4** **Resolution**
 Resolution approving Change Order #4 to Crossland Heavy Contractor's construction contract for PIIP22-0010 NW 9th & D Drainage Improvements. No budget adjustment is needed.
10. **Resolution Authorizing an Agreement for a TAP Grant for the Elm Tree Road Sidepath** **Resolution**
 Resolution authorizing the Mayor and City Clerk to accept an Arkansas Department of Transportation (ARDOT) Transportation Alternatives Program (TAP) grant for construction of the Elm Tree Road Sidepath. No budget adjustment is needed.

III. Utility Board

1. **Resolution Amending IFB-24-70 - IDIQ Water Service Line Replacement Agreement** **Resolution**

A Resolution amending the 2025 budget and authorizing the Mayor and City Clerk to amend the IDIQ contract for Mo-Ark Utilities, increasing the amount by \$500,000.00. Utility Board approved 5 - 0. A budget adjustment is needed.

2. **Resolution Approving an Agreement for Inflow and Infiltration Reduction 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 \$120,164.00. Utility Board approved 5-0. No budget adjustment is needed.

IV. Planning

1. **Lot Split - Lots 22 and 23 of Railroad Addition - 221 South Main Street (LS25-0015)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 221 Of Railroad Addition Creating New Lots 22 And 23 Of Railroad Addition And Accepting Dedicated Right Of Way To The City Of Bentonville, Arkansas; And For Other Purposes

2. **Lot Split - Lots 7, 8, and 9 of Lincoln and Rice Addition - 901 Northeast Second Street (LS25-0016)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 6, Block 9 Of Lincoln And Rice Addition Creating New Lots 7, 8, And 9 Of Lincoln And Rice Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

V. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

MEMORANDUM

DATE: June 24, 2025

TO: **City Council, Mayor Orman**

FROM: Jerry Walls, Utility Billing Manager

**RE: Award Bid for Solid Waste & Recycling Contract,
IFB-25-49**

Utility Billing recommends awarding the Solid Waste and Recycling contract to the lowest, qualifying bid received from CARDS NWA, LLC.

The current Solid Waste and Recycling contract was awarded in 2012 as a five-year contract that received a five-year extension in 2017, and a three-year extension in 2022. This most recent extension expires on September 30, 2025. The City published IFB-25-49 to competitively bid the Solid Waste and Recycling hauler contract. There were three bids received and CARDS NWA, LLC was the most competitive price. The estimated annual savings of this five-year contract are \$1,369,183.68. This savings equates to a monthly savings of \$4.34 per household.



CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	6/10/2025	Time of Bid Opening:	1:30 PM	IFB-25-49
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Solicitation Title: Solid Waste and Recycling Services

Bidders:				WM		Allied Services, LLC DBA Republic Services of Bella Vista		Cards NWA, LLC		
Line Item	Estimated Quantity	Estimated Weekly Frequency (Dumpsters Only)	Estimated Yards x Frequency x 4.33 (Dumpsters Only)	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	21,013	[REDACTED]	[REDACTED]	Residential Trash and Recycling Cart Combo	\$20.56	\$432,027.28	\$15.89	\$333,896.57	\$12.59	\$264,553.67
2	547			Additional Residential Trash Cart	\$10.28	\$5,623.16	\$7.00	\$3,829.00	\$5.94	\$3,249.18
3	54			Additional Residential Recycle Cart	\$10.28	\$555.12	\$0.00	\$0.00	\$5.94	\$320.76
4	512			Commercial Trash Cart	\$25.61	\$13,112.32	\$25.00	\$12,800.00	\$17.81	\$9,118.72
5	192			Commercial Recycling Cart	\$20.49	\$3,934.08	\$25.00	\$4,800.00	\$15.98	\$3,068.16
6	86			Commercial Additional Trash Cart	\$12.81	\$1,101.66	\$10.00	\$860.00	\$9.59	\$824.74
7	73			Commercial Additional Recycle Cart	\$10.25	\$748.25	\$10.00	\$730.00	\$9.59	\$700.07
8	250	397	3,438	Commercial 2-yard Solid Waste Dumpster	\$6.25	\$21,487.63	\$5.67	\$19,493.57	\$5.01	\$17,224.48
9	285	324	5,612	Commercial 4-yard Solid Waste Dumpster	\$6.25	\$35,073.00	\$5.67	\$31,818.23	\$5.01	\$28,114.52
10	325	462	12,003	Commercial 6-yard Solid Waste Dumpster	\$6.25	\$75,017.25	\$5.67	\$68,055.65	\$5.01	\$60,133.83
11	400	882	30,552	Commercial 8-yard Solid Waste Dumpster	\$6.25	\$190,953.00	\$5.67	\$173,232.56	\$5.01	\$153,067.92
12	60	64	554	Commercial 2-yard Recycling Dumpster	\$6.00	\$3,325.44	\$4.85	\$2,688.06	\$4.34	\$2,405.40
13	17	17	294	Commercial 4-yard Recycling Dumpster	\$6.00	\$1,766.64	\$4.85	\$1,428.03	\$4.34	\$1,277.87
14	35	36	935	Commercial 6-yard Recycling Dumpster	\$6.00	\$5,611.68	\$4.85	\$4,536.11	\$4.34	\$4,059.12
15	75	80	2,771	Commercial 8-yard Recycling Dumpster	\$6.00	\$16,627.20	\$4.85	\$13,440.32	\$4.34	\$12,027.01
Total Bid Price					\$806,963.71		\$671,608.11		\$560,145.44	
Miscellaneous Services (not included in total bid price)					Annual Billing Rate					
1	1,000	Yard Waste (subscription service) - 96 Gal. Cart			\$130.00	\$136.00		\$142.36		
<p><i>*Cards NWA, LLC Bid Pricing was negotiated to remove sales tax per Arkansas State Statute §19-11-229, which allows negotiation with the lowest responsive and responsible bidder when additional savings may result.</i></p> <p>purchasing@bentonville.com - (479) 271-3115</p>										
TABULATION VERIFICATION										

[REDACTED]
Purchasing and Compliance Specialist

X [REDACTED]
Keisi
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CARDS NWA, LLC PER THE UNIT PRICES; AND FOR OTHER PURPOSES.

WHEREAS, Cards NWA, LLC. is the lowest qualified bidder for bid IFB-25-49;

WHEREAS, this contract covers solid waste and recycling services;

WHEREAS, the term of the contract would be for a five (5) year term with an option to extend for one (1) additional five (5) year term, upon mutual written agreement via amendment; and

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Cards NWA, LLC. for a five (5) year term with an option to extend for one (1) additional five (5) year term upon mutual written agreement via amendment, per the unit prices;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):





June 25, 2025

Dear Dwight and Charlotte Callaway,

CONGRATULATIONS! Your property located at 2411 NW Rita Way has been selected by the Bentonville Tree & Landscape Advisory Committee to receive the Residential Landscape of the Month Award!

We respectfully invite you to attend the following City Council meeting where Mayor Orman will present you with a certificate. A sign will be placed in your yard that you can display throughout July.

City Council Meeting
July 8th
6:00 p.m.
City Hall, 305 SW A St.

Please let me know if you will be able to attend, by email at tallen@bentonvillear.com or phone at 479-271-3122. If you are unavailable, we will mail you the certificate and place the sign in your yard. Your property will also be highlighted in the next city newsletter!

We appreciate your effort to beautify and maintain your property and ultimately the City of Bentonville.

Best Regards,



Taylor Allen
Community and Economic Development Planner

**Residential Landscaping of the Month Award
July 2025**

Presented to:

Dwight and Charlotte Callaway
2411 NW Rita Way
Bentonville, Arkansas



Presented by:

Tree & Landscape Advisory Committee
City of Bentonville, Arkansas

Mayor Stephanie Orman

Date



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



Filming and Special Event Permits

Committee of the Whole Date: 7/8/2025

Preparer: Shelli Kerr, AICP, Comprehensive Planning Mngr

In 2024, City Council approved an agreement with software solution, Eproval, to establish a permitting system for special events. Originally under the Parks and Recreation Department, it was transferred to Planning in the Fall of 2024.

The current process is fragmented between different departments, committees and permits with no formal approval for the event. For example:

- Events over three days require approval from the Planning Commission.
- Races and other events that require street closures must go through the Traffic Safety and Signage Committee.
- Tent, public assembly and open flame/pyrotechnic permits are required through the Fire and Building Safety Department.
- Assistance from Police or EMS must be requested directly through Police and Fire.
- Right-of-way permits require approval from the Street Department.

Eproval provides a streamlined online permitting system that allows review and approval from all applicable departments, including Building Fire, Parks and Recreation, Police, Engineering, Electric, Water, Sewer and Streets.

The contract with Eproval allows for five modules. They are being used as follows:

- (1) *Special Event Pre-application:* This allows the city to determine if the event date and location conflicts with other events or activities before the applicant goes through the full application.
- (2) *Special Event Application:* This is the full application providing all of the details of the event that can be reviewed and approved by the applicable departments.
- (3) *Park Reservation Form:* This is administered by Parks and Recreation to reserve pavilions in city parks. These small-scale events do not require a Special Event Permit.
- (4) *Tournament Reservation:* Also administered by Parks and Recreation to plan sports tournaments in city parks. These do not require a Special Event Permit.
- (5) *Film Permits:* Requests to film on public property will come through this process allowing all applicable departments to review and approve.

Downtown Bentonville Inc. and Visit Bentonville are in the process of testing the process. The process will be refined based on that feedback. Once those final adjustments are made, an ordinance to formally adopt the permits will be presented to City Council, please see draft attached. The goal is to start accepting applications in September and require the application for any events that occur after Jan. 1, 2026.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING BENTONVILLE MUNICIPAL CODE
ESTABLISHING A FILMING PERMIT, ASSOCIATED FEES AND
REGULATIONS; AND FOR OTHER PURPOSES.**

WHEREAS, it is recognized that the filming industry can be an economic engine for the city that may create jobs, recruit top talent to the community, and increase prosperity for local businesses;

WHEREAS, City Council intends to establish a process for permitting filming in Bentonville to use city streets, facilities or services;

WHEREAS, the goal of the filming permit process is to coordinate filming activities with impacted city departments and nearby residences to better document such occurrences taking place within city limits and to more efficiently manage traffic, ensure public safety, and mitigate public nuisances.

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

Section 1 - Establishment of Chapter: That Chapter 36 should be and is hereby created with the title of Filming and Special Events.

Section 2 – Regulations: That the following *Attachment A: Filming Requirements*, an electronic copy and paper copy of which is on file with the City Clerk, shall be and is hereby adopted by reference as though it were copied herein fully.

Section 3 – Fees: That the City Council hereby establishes the application fees for Special Event Permits and Filming Permits as follows:

Filming Event Application Fee	
10 or more days prior to start of filming	\$30
5 or less days prior to start of filming	\$60

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.

Section 5 - 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.

Section 6 - Effective Date: This Ordinance shall be in full force and effect for any filming activity that will take place after January 1, 2026.

PASSED and APPROVED this ____ day of _____, 2025.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk

DRAFT

**ATTACHMENT A
FILMING REQUIREMENTS**

Chapter 36 Special Events and Filming

Article I Filming

Sec. 36-101 Intent and Purpose

It is recognized that the filming industry can be an economic engine for the city that may create jobs, recruit top talent to the community, and increase prosperity for local businesses. Therefore, the purpose of this Article is as follows:

- (a) to establish a process for permitting filming on or of city streets, parks and facilities;
- (b) to provide a coordinated process for the regulation of certain activities associated with filming;
- (c) to ensure the health and safety of patrons and nearby residents and property owners where filming will take place; and
- (d) to prohibit illegal activity from occurring within filming venues.

Sec. 36-217. Unlawful to film without permit

It shall be unlawful for any person or organization to conduct, promote, manage, or aid in filming in the Bentonville city limits without a Filming Permit as required pursuant to this Article.

Sec. 36-103 Applicability

Except as provided in this Article, filming that meets any of the criteria below shall obtain a Filming Permit, notwithstanding any other permits that may be required.

- (a) Filming that requires the closure of a city street, trail, sidewalk, right-of-way, or public parking space or facility.
- (b) Filming in streets, sidewalks, parks, trails or other public spaces.
- (c) Filming that will request or require support from public safety or other city departments.
- (d) Filming that requires drone footage of or on public property.
- (e) Filming that could cause public disturbance (Certain activities, scenes, sounds, or other special effects that may disturb or cause a reasonable person to call 911).

Sec. 36-104 Exemptions

- (a) *Governmental activities* conducted by a governmental agency acting within the scope of its authority.
- (b) *Filming on private property* where no aspect of the filming:
 - (1) takes place on or in public facilities, property, or services;
 - (2) does not exceed three consecutive days, not including days for set up and take down;
 - (3) does not negatively impact traffic or parking facilities.

Sec. 36-105 Administration

The Planning Department shall be the Administrator of the Filming Permits, pursuant to the procedures established in this Article. The Administrator is authorized to coordinate, with other city departments and other public agencies, the review, approval, denial and issuance of a Filming Permit. The following departments are able to review and approve application sections according to their policies, codes, and regulations: Police Department, Fire Department, Building & Fire Safety, Street Department, Transportation Department, Planning Department, Water Department, Electric Department, and Parks and Recreation Department.

Sec. 36-106 Application process

- (a) *Timing.* At least ten (10) calendar days, and no more than one (1) year, before the start date of filming, the production company shall submit a Filming Permit Application.
- (b) *Application.* The production company shall complete the following to successfully submit a Filming Permit Application.
 - (1) *Submit Filming Permit Application.* The applicant shall complete all required information on the form as provided by the city.
 - (2) *Pay application fee.* The applicant shall pay the non-refundable application fee at the time of application submittal in the amount established by City Council. Payment of the application fee does not guarantee that any or all aspects of the application will be approved.
- (c) *Review.* Once the applicant has submitted a complete Filming Permit Application, city staff will begin reviews depending on the activities associated with the filming. The city is not required to take action on an incomplete or untimely Filming Permit application. City staff may require additional information to determine compliance with city codes and ordinances. The City may place conditions on the Filming Permit that ensures all health and safety requirements are met.
- (d) *Approval.* Once all required departments have reviewed and approved the application, the Administrator can approve and issue the permit.

Sec. 36-107 Review criteria

City staff will use the criteria below in determining approval of the Filming Permit.

- (a) Filming will not substantially interrupt the safe and orderly movement of aerial navigation.
- (b) Filming will not substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route.
- (c) Filming will not cause an unresolvable conflict with construction or development in the public right-of-way or at a public facility.
- (d) Filming will not block traffic lanes or close Streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on any streets designated as an “Arterial” on the Master Street Plan.
- (e) Filming will not require the diversion of a great number of city employees from their normal duties, thereby preventing reasonable police protection to the remainder of the City.
- (f) Filming will not substantially interfere with any other filming or Special Events for which a permit has already been approved or with the provision of City services in support of other scheduled events or unscheduled governmental functions such as visits of chiefs of state.
- (g) Filming will not have unmitigable adverse impact upon residential or business access and traffic circulation in the same general venue.

Sec. 36-108 Denials

- (a) *Criteria.* The City may deny a Filming Permit if in the city’s opinion filming meets any of the following conditions.
 - (1) Filming will create the imminent possibility of violent disorderly conduct likely to endanger public safety or to result in significant property damage.
 - (2) Filming will violate public health or safety laws.
 - (3) Filming fails to conform to the requirements of law or duly established city policies.
 - (4) The production entity demonstrates an inability or unwillingness to conduct an event pursuant to the terms and conditions of this Article.
 - (5) The production entity has failed to conduct a previously authorized or exempted filming in accordance with law or the terms of a permit, or both.
 - (6) Filming will require the exclusive use of park areas during any period from Memorial Day through Labor Day in a manner which will adversely impact upon the reasonable use or access to those areas by the general public.

(7) The production entity has not obtained the approval of any other public agency within whose jurisdiction the filming will occur.

(b) *Notification of Denial.* If the City denies the application for the Filming Permit pursuant to *Sec. 36-108(a)*, City staff shall notify the host organization in writing as soon as is reasonably practical.

(c) *Appeals from denial.*

(1) The denial of a Filming Permit may be appealed to City Council.

(2) An appeal shall be made in writing within five (5) calendar days of the date of the written denial. An appeal is made by filing a written petition with the City Clerk setting forth the grounds for appeal.

(3) The City Council shall hear an appeal at the next available City Council meeting.

(4) The decision of the City Council to grant or deny that appeal shall constitute the exhaustion of the host organization's administrative remedy.

Sec. 36-109 Display of Filming Permit required

The production entity shall retain a copy of the Filming Permit during all filming activities and shall be exhibited upon demand of any City official.

Sec. 36-110 Clean-up

As a condition of the issuance of a Filming Permit, the production entity shall be required to make adequate provisions for cleaning-up the area of filming to the same condition of material preservation and cleanliness as existed prior to filming.

Sec. 36-111 Issuance of a Filming Permit does not obligate city services

(a) *No obligation.* Issuance of a Filming Permit pursuant to this Article does not obligate or require the city to provide city services, equipment or personnel in support of filming.

(b) *Approval of city services.* Subject to approval of the City Council, the Mayor may provide city services, equipment, or personnel for filming. Approval of the City Council is not required for the Mayor to provide city services, equipment, or personnel for filming, if the Mayor makes provisions with the production entity for cost recovery.

Sec. 36-112 Revocation of Filming Permit

(a) *Criteria.* A Filming Permit may be revoked if the City determines any of the following conditions.

(1) Filming cannot be conducted without violating the standards or conditions for Filming Permit issuance.

- (2) Filming is being conducted in violation of any condition of the Filming Permit.
 - (3) Filming poses a threat to health or safety.
 - (4) The production entity or any person associated with filming has failed to obtain any other permit required pursuant to this Code.
 - (5) The Filming Permit was issued in error or contrary to law.
- (b) Except as provided in *Sec. 36-112(c)*, notices of revocation shall be in writing and specifically set forth the reasons for the revocation.
 - (c) If there is an emergency requiring immediate revocation of a Filming Permit, the City may notify the permit holder verbally of the revocation.
 - (d) An appeal from a revocation shall be handled in the same manner and under the same time requirements as denials of Filming Permits pursuant to *Sec. 36-108 Denials*.

Sec. 36-113 Cost recovery for unlawful filming

Whenever filming is conducted without a Filming Permit when one is required, or filming is conducted in violation of the terms of an issued Filming Permit, the production entity shall be responsible for, and the City shall charge the production entity for all City costs incurred for personnel and equipment for a public safety response caused or necessitated by the adverse impacts of filming.

Sec. 36-114 Other permits and licenses

- (a) *Other permits may be required.* The issuance of a Filming Permit does not relieve any person from the obligation to obtain any other permit or license required pursuant to city, state or federal codes.
- (b) *No relief of obligation for Filming Permit.* The issuance of any other permit or license issued pursuant to any city, state or federal codes does not relieve any person from the obligation to obtain a Filming Permit pursuant to this Article.

Sec. 36-115 Unlawful to use City name, seal or logo without authorization

Prior authorization from the Mayor is required for an event organizer to use the words “The City of Bentonville” or “City of Bentonville,” or any similar combination or facsimile of the seal of the City of Bentonville, logo of the City of Bentonville in the title of a film that would reasonably imply an official endorsement or sponsorship of the film by the city.

Sec. 36-116 Filming Cancellation

If after a permit has been approved and issued and the filming needs to be cancelled, the production company is responsible for notifying the city in writing no less than 48 hours in advance of the set-up time for filming. Should personnel or other resources be dispatched to support the filming the host organization will be assessed the cost of the services provided.

Sec. 36-117 Strict liability offenses

Violations of this Article shall be treated as strict liability offenses regardless of intent.

Sec. 36-118 Definitions

Production company means the commercial entity or individual legally and financially responsible for filming and its related activities.

DRAFT

ORDINANCE NO. _____

**AN ORDINANCE AMENDING BENTONVILLE MUNICIPAL CODE
ESTABLISHING A SPECIAL EVENT PERMIT, ASSOCIATED FEES AND
REGULATIONS; AMENDING THE ZONING CODE FOR TEMPORARY
USES; AND AMENDING THE NOISE ORDINANCE; AND FOR OTHER
PURPOSES.**

WHEREAS, it is recognized that the special events enhance the Bentonville lifestyle and provide benefits to the citizens through the creation of unique venues for expression, entertainment, health and wellness;

WHEREAS, it is recognized that the special event industry can be an economic engine for the city that may create jobs, recruit top talent to the community, and increase prosperity for local businesses.

WHEREAS, City Council intends to establish a process for permitting Special Events conducted by the private and non-profit sectors to use city streets, facilities or services; and,

WHEREAS, the goal of the special event permitting process is to coordinate community events held throughout the community, impacted city departments, and nearby residences to better document such occurrences taking place within city limits and to more efficiently manage traffic, ensure public safety, and mitigate public nuisances.

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

Section 1 – Regulations: That the following *Attachment A: Special Events*, an electronic copy and paper copy of which is on file with the City Clerk, shall be and is hereby adopted by reference as though it were copied herein fully.

Section 2 – Fees: That the City Council hereby establishes the application fees for Special Event Permits and Filming Permits as follows:

Special Event Pre-Application Fee	
60 or more days prior to event date	\$58
15 or less days prior to event date	\$116

Section 3 - Zoning Code Amendment: That Appendix A Zoning Code, Sec. 601.25 Temporary Uses and Structures be hereby amended by adding the following:

- (d) *Exemptions.*
 - (1) *Special Events regulated by Chapter 36 Special Events are exempt from the requirements in this Article.*

Section 4 - Noise Amendment: That Article 58-V Noise, Sec. 58-111 Permit for Conditional Use shall be and is hereby amended with the following, strikethrough text to be removed and underlined text to be added.

Sec. 58-111 Permit for Conditional Use

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

B. Activities that require a Special Event Permit per Chapter 36, Article II Special Events are not required to apply for a conditional use permit from planning commission. However, the City may require noise reduction or sound attenuation as conditions of approval of the Special Event Permit.

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.

Section 6 - 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.

Section 7 - Effective Date: This Ordinance shall be in full force and effect for special events that will take place after January 1, 2026.

PASSED and APPROVED this ____ day of _____, 2025.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk

**ATTACHMENT A
SPECIAL EVENTS**

Chapter 36 Filming and Special Events

Article II Special Events

Sec. 36-201 Intent and Purpose

It is recognized that special events enhance the Bentonville lifestyle and provide benefits to the citizens through the creation of unique venues for expression, entertainment, health and wellness. Therefore, the purpose of this Article is as follows:

- (a) to establish a process for permitting special events that use city streets, parks and facilities or services;
- (b) to provide a coordinated process for the regulation of certain activities to be conducted in conjunction with special events,
- (c) to ensure the health and safety of patrons and nearby residents and property owners of special events,
- (d) to prohibit illegal activity from occurring within special event venues, and
- (e) to protect the rights of its citizens to engage in protected free speech expression activities and yet allow for the least restrictive and reasonable, time, place and manner regulation of those activities within the overall context of rationally regulating special events that have an impact upon public facilities and services.

Sec. 36-202 Unlawful to conduct or promote attendance at Special Event without permit

It shall be unlawful for any person or organization to conduct, promote, manage, aid, or solicit attendance at a special event without a Special Event Permit as required pursuant to this Article.

Sec. 36-203 Applicability

Except as provided in this Article, any special event that meets any of the criteria below shall obtain a Special Event Permit, notwithstanding any other permits that may be required.

- (a) *Use of public property.* An event or any portion of an event will be held outdoors on city-owned property or public rights-of-way, including streets, sidewalks, parks, trails, and the Bentonville Square.
- (b) *Street closures.* An event that requires street closures, such as race, bike ride or parade.
- (c) *Length of event.* The event or portion of the event, whether held on public or private property, will last longer than three consecutive days. This does not include days for setup and take down.

- (d) *Use of city services.* The event will require use of city departments to provide safety, security or clean-up services.

Sec. 36-204 Exemptions

Events that meet one or more of the criteria below are not required to obtain a special event permit. However, compliance with general regulations governing public safety and health and all other applicable codes, regulations, and permits as may be required.

- (a) *Demonstrations* that meet the criteria below, provided that the host organization notify the Chief of Police at least thirty–six (36) hours in advance of the commencement of the demonstration.
 - (1) Demonstration will not use vehicles, animals, fireworks, pyrotechnics, or sell alcohol.
 - (2) Demonstration does not require a street closure.
 - (3) Demonstration will not charge or require a fee or donation as a condition of participation in or attendance at such demonstration.
- (b) *Funeral processions* by a licensed mortuary.
- (c) *Governmental activities* conducted by a governmental agency acting within the scope of its authority.
- (d) *Picketing* as allowed by law on sidewalks.
- (e) *Private events on private property* when the event:
 - (1) Does not takes place on or in public facilities, property, or use public services;
 - (2) does not exceed three consecutive days, not including days for set up and take down;
 - (3) will not have attendance more than 500 people; and
 - (4) does not negatively impact traffic or parking facilities.
- (f) *Private events on public property* that consists of the reservation of park shelters for private events, such as birthday parties, family gatherings and reunions, that are invitation only. However, such events must be reserved with the Parks and Recreation Department.
- (g) *Tournaments and sporting events* held inside a building or a facility designed and intended for such activities. However, such events proposed to take place in city parks must be coordinated with the Parks and Recreation Department and may require a separate application/reservation form.
- (h) *Events held at the Benton County Fairgrounds.*

Sec. 36-205 Administration of special event permits

The Planning Department shall be the Administrator of the Special Event Permits, pursuant to the procedures established in this Article. The Administrator is authorized to coordinate, with other city departments and other public agencies, the review, approval, denial and issuance of a Special Event Permit. The following departments are able to review and approve application sections according to their policies, codes, and regulations: Police Department, Fire Department, Building & Fire Safety, Street Department, Transportation Department, Planning Department, Water Department, Electric Department, and Parks and Recreation Department.

Sec. 36-206 Application process

- (a) *Timing.* At least sixty (60) calendar days, and no more than one (1) year, before the start date of the event, the host organization shall begin the process for obtaining a Special Event Permit.
- (b) *Pre-Application.*
 - (1) The host organization shall complete the following to begin the Special Event permit review process.
 - a. *Submit pre-application form.* The host organization shall submit a Pre-Application Form in the form and manner as provided by the City.
 - b. *Pay pre-application fee.* The host organization shall pay the non-refundable pre-application fee in the amount established by City Council at the time of pre-application submittal. Payment of the application fee does not guarantee that any or all aspects of the application will be approved
 - (2) *Pre-Application Review.* City staff will review this form to determine whether or not the event date and location conflict with other events, closures, or other situations that may require staff resources. If there are no known conflicts, the Administrator will notify the applicant to proceed to the full Special Event Permit Application. Should conflicts be determined, the Administrator will notify the applicant.
- (c) *Special Event Permit Application.* When the host organization is notified by the Administrator, the host organization may proceed with completing the Special Event Permit Application. This must be submitted at least 30 days before the event. Once the host organization has submitted the Special Event Permit Application, city staff will begin reviews depending on the activities associated with the event and based on the review criteria in Sec. 36-207. The city is not required to take action on an incomplete or untimely Special Event Permit application. City staff may require additional information to determine compliance with city codes and ordinances. The City may place conditions on the Special Event Permit that ensure the event meets health and safety requirements.
- (d) *Approval.* Once all required departments have reviewed and approved the application, the application is approved, pending final inspection by the Fire Department. The Special Event Permit will only be issued after passing the inspection.

- (e) *Inspection.* When the host organization has completed set up of the event, they shall notify the Fire Department. The Fire Department will conduct an inspection to determine consistency with the approved application and that all applicable city codes are met.
- (f) *Permit Issued.* The Fire Department will issue the permits to the host organization upon passing the inspection.

Sec. 36-207 Review criteria

City staff will use the criteria below in determining approval of the Special Event Permit.

- (a) The Event will not substantially interrupt the safe and orderly movement of aerial navigation.
- (b) The Event will not substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route.
- (c) The Event will not cause an unresolvable conflict with construction or development in the public right-of-way or at a public facility.
- (d) The Event will not block traffic lanes or close Streets during peak commuter hours on weekdays between 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on any streets designated as an “Arterial” on the Master Street Plan.
- (e) The Event will not require the diversion of a great number of city employees from their normal duties, thereby preventing reasonable police protection to the remainder of the City.
- (f) The concentration of persons, animals or vehicles will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the Streets.
- (g) The Event will move from its assembly location to its disbanding location expeditiously and without stopping enroute.
- (h) The Event will not substantially interfere with any other Special Event for which a permit has already been approved or with the provision of City services in support of other scheduled events or unscheduled governmental functions such as visits of chiefs of state.
- (i) The Event will not have unmitigable adverse impact upon residential or business access and traffic circulation in the same general venue.
- (j) If the Event is a marathon, it will not occur within thirty (30) calendar days of another marathon.

Sec. 36- 208 Denials

- (a) *Criteria.* The City may deny a Special Event Permit if in the city’s opinion the event meets any of the following conditions.
 - (1) The event will create the imminent possibility of violent disorderly conduct likely to endanger public safety or to result in significant property damage.
 - (2) The Event will violate public health or safety laws.
 - (3) The Event fails to conform to the requirements of law or duly established city policies.

- (4) The host organization demonstrates an inability or unwillingness to conduct an event pursuant to the terms and conditions of this Article.
 - (5) The host organization has failed to conduct a previously authorized or exempted Special Event in accordance with law or the terms of a permit, or both.
 - (6) The Event will require the exclusive use of park areas during any period from Memorial Day through Labor Day in a manner which will adversely impact upon the reasonable use or access to those areas by the general public.
 - (7) The host organization has not obtained the approval of any other public agency within whose jurisdiction the special event or portion thereof will occur.
 - (8) The host organization has failed to provide an adequate first aid or emergency medical services plan based on event risk factors.
- (b) *Notification of Denial.* If the City denies the application for the Special Event Permit pursuant to *Sec. 36-208(a)*, City staff shall notify the host organization in writing as soon as is reasonably practical.
- (c) *Appeals from denial.*
- (1) The denial of a Special Event Permit may be appealed to City Council.
 - (2) An appeal shall be made in writing within five (5) calendar days of the date of the written denial. An appeal is made by filing a written petition with the City Clerk setting forth the grounds for appeal.
 - (3) The City Council shall hear an appeal at the next available City Council meeting.
 - (4) The decision of the City Council to grant or deny that appeal shall constitute the exhaustion of the host organization's administrative remedy.

Sec. 36-209 Display of Special Event Permit required

A copy of the Special Event Permit shall be displayed in the Special Event Venue in the method prescribed by the City applicable to the particular Event and shall be exhibited upon demand of any City official.

Sec. 36-210 Community Outreach Plan

- (a) *Written notice required.* The host organization must prepare a written notice to include the following information:
- (1) the date(s), day(s), time(s) of the event,
 - (2) location(s) of the event,
 - (3) types of activities taking place during the event, particularly those that impact noise or street closures,
 - (4) detour or alternate route information if street closures are proposed, and

- (5) telephone number for contacting an event representative who can address issues or concerns prior to and throughout the event.
- (b) *Notification.* The written notice must be mailed or hand delivered two (2) weeks prior to the event to owners of all property immediately adjacent to the event and all properties along any proposed street closures.

Sec. 36-211 Clean-up

As a condition of the issuance of a Special Event Permit, the host organization shall be required to make adequate provisions for cleaning—up the area or route of the Event both during and upon completion of the Event and to return the area or route to the same condition of material preservation and cleanliness as existed prior to the Event.

Sec. 36-212 Issuance of a Special Event Permit does not obligate city services

- (a) *No obligation.* Issuance of a Special Event Permit pursuant to this Article does not obligate or require the city to provide city services, equipment or personnel in support of an event.
- (b) *Approval of city services.* Subject to approval of the City Council, the Mayor may provide city services, equipment, or personnel for special events. Approval of the City Council is not required for the Mayor to provide city services, equipment, or personnel for a special event, if the Mayor makes provisions with the host organization for cost recovery or revenue sharing, or both, from the event.

Sec. 36-213 Revocation of Special Event Permit

- (a) *Criteria.* A Special Event Permit may be revoked if the City determines any of the following conditions.
 - (1) The event cannot be conducted without violating the standards or conditions for Special Event Permit issuance.
 - (2) The event is being conducted in violation of any condition of the Special Event Permit.
 - (3) The event poses a threat to health or safety.
 - (4) The host organization or any person associated with the event has failed to obtain any other permit required pursuant to this Code.
 - (5) The Special Event Permit was issued in error or contrary to law.
- (b) Except as provided in *Sec. 36-213(c)*, notices of revocation shall be in writing and specifically set forth the reasons for the revocation.
- (c) If there is an emergency requiring immediate revocation of a Special Event Permit, the City may notify the permit holder verbally of the revocation.
- (d) An appeal from a revocation shall be handled in the same manner and under the same time requirements as denials of Special Event Permits pursuant to *Sec. 36-207(d) Denial criteria*.

Sec. 36-214 Cost recovery for Special Events

(a) *Actual cost to be charged.* Except as otherwise provided in this Article, or when funded or waived by Council resolution or ordinance, for any Special Event the City shall charge for the actual cost of the salaries of City personnel involved in event traffic control, fire safety or other facility or the use of City equipment, facilities and other non-personnel expenses.

(b) *Due at issuance.* The City shall require payment of all other fees for service required pursuant to *Sec. 36-214(a)* or a reasonable estimate thereof, at the time the completed application is approved and before the permit is issued, unless the City for good cause extends time for payment.

(c) If the host organization fails to comply with *Sec. 32-211*, the host organization will be billed for actual City costs for clean-up and repair of the area or route occasioned by the event. If the Host organization failed to comply with *Sec. 32-211* under a previously issued Special Event Permit, the City may require the host organization to deposit adequate surety in the form of cash or bond.

Sec. 36-215 Special Event vendors

(a) *Control of sales.* The issuance of a Special Event Permit confers upon the permit holder or host organization the right to control and regulate the sale of goods, food and beverages within the Special Event Venue in accordance with the terms and conditions of the Special Event Permit.

(b) *Outdoor Vendor Permit required.* Vendors authorized by the host organization to sell goods, food, or beverages in the Special Event Venue shall have obtained and display their Outdoor Vendor Permit in the manner required by the City. Only vendors displaying the required authorization shall be allowed to sell goods, food, or beverages in the Special Event Venue.

Sec. 36-216 Cost recovery for unlawful Special Event

Whenever a Commercial or Non-commercial Special Event is conducted without a Special Event Permit when one is required, or an Event is conducted in violation of the terms of an issued Special Event Permit, the Host organization shall be responsible for, and the City shall charge the host organization for, all City costs incurred for personnel and equipment for a public safety response caused or necessitated by the adverse impacts of the Event, or the violation of the Special Event Permit, upon public safety

Sec. 36-217 Other permits and licenses

(a) *Other permits may be required.* The issuance of a Special Event Permit does not relieve any person from the obligation to obtain any other permit or license required pursuant to city, state or federal codes.

(b) *No relief of obligation for Special Event Permit.* The issuance of any other permit or license issued pursuant to any city, state or federal codes does not relieve any person from the obligation to obtain a Special Event Permit pursuant to this Article.

Sec. 36-218 Unlawful to use City name, seal or logo without authorization

Prior authorization from the Mayor is required for an host organization to use the words “The City of Bentonville” or “City of Bentonville,” or any similar combination or facsimile of the seal of the City of Bentonville, logo of the City of Bentonville in the title of a special event or that would reasonably imply an official endorsement or sponsorship of the event by the city.

Sec. 36-219 Unlawful to interfere with Special Event

It is unlawful for any person to obstruct, impede or interfere with any authorized assembly, person, vehicle or animal participating an event for which a Special Event Permit has been issued.

Sec. 36-220 Event Cancellation

If after a permit has been approved and issued and the event needs to be cancelled, the host organization is responsible for notifying the city in writing no less than 48 hours in advance of the set-up time for your event. Should personnel or other resources be dispatched to support the proposed event or an activity that has been cancelled, the host organization will be assessed the cost of the services provided.

Sec. 36-221 Strict liability offenses

Violations of this Article shall be treated as strict liability offenses regardless of intent.

Sec. 36-222 Definitions.

For the purpose of this Article, certain terms and words are to be used and interpreted as defined hereinafter. Where any words are not defined, the standard dictionary definition shall apply.

Approved means the Special Event Permit application has been approved but the permit has not been officially issued to the host organization.

Host Organization means any person who conducts, manages, promotes, organizes, aids or solicits attendance at a special event.

Goods includes, but is not be limited to, fruits, vegetables, farm products or provisions, dairy products, fish, game, poultry, meat, plants, flowers, appliances, wearing apparel, jewelry, ornaments, art work, cosmetics and beauty aids, health products, medicines, household needs or furnishings, food of any kind, whether or not for immediate consumption, confections or drinks.

Issued means the Special Event Permit application has been approved and the Special Event Permit has been provided to the host organization.

Sidewalk means that portion of the right-of-way, other than the roadway, set apart by curbs, barriers, markings or other delineation for pedestrian travel.

Special Event means an event that meets the applicability criteria in this Article.

Special Event Permit means a permit issued under this Article.

Special Event Venue means that area for which a Special Event Permit has been issued.

Street means a public right-of-way which provides vehicular access to adjacent areas.

Vendor means any person who sells or offers to sell, any goods, food, or beverages within a Special Event Venue.

DRAFT



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Construction Contract Change Order

Project: VBT Southeast Taxiway B Extension (Phase 2) Bentonville Municipal Airport, Bentonville, AR Garver Job No. 2401153	Change Order No. 1 Date Prepared: September 24, 2024 Prepared by: Virginia Lantz, Garver
--	---

Owner: City of Bentonville 1000 SW 14th Street Bentonville, AR 72712	Contractor: APAC-Central, Inc. 755 E. Millsap Rd Fayetteville, AR 72703
--	---

Description of Work Included in Contract
 Construction of approximately 600 linear feet of 35 foot wide asphalt parallel taxiway extension, including airfield signage and associated grading and drainage improvements.

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)
 A. Negotiation of as-bid unit prices to meet the project budget.

Attachments:

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A.	C-105-6.1	Mobilization (Maximum 10% of Total Bid)	LS	1	\$92,000.00	1	\$115,499.00	\$92,000.00	\$115,499.00
A.	SP-C-01	Owner's Protective Insurance	LS	1	\$23,500.00	1	\$1.00	\$23,500.00	\$1.00
Summation of Cost								\$115,500.00	\$115,500.00
Net Cost for this Change Order								\$0.00	\$0.00

Estimated Project Cost		Time Change
	Estimated Project Cost	Original Contract Start Date
Original Contract Amount	\$1,218,395.00	Original Contract Time (calendar days)
This Change Order	\$0.00	Additional Calendar Days granted by this Change Order
New Contract Amount	\$1,218,395.00	New Contract Time (calendar days)
		Suspended Time
		New Construction Completion Date
		TBD

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver _____ Engineer's Signature	_____ Project Manager Title 06-19-2025 Date
ACCEPTED BY CONTRACTOR _____ Lucas Byrne Date: 2025.06.19	_____ Project manager Title 6/19/2025 Date
APPROVED BY OWNER _____ Owner's Signature	_____ Title _____ Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CHANGE ORDER NO. 01 WITH APAC-CENTRAL, INC., FOR THE VBT EAST TAXIWAY EXTENSION PHASE TWO; AND FOR OTHER PURPOSES.

WHEREAS, this change order includes negotiation of as-bid unit prices to meet the projects budget; and

WHEREAS, there is no additional cost associated with this change order.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into Change Order No. 01 with APAC-Central, Inc., allowing for negotiation of as-bid unit prices for the VBT East Taxiway Extension Phase Two project 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 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:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

TYPE



Street Vacation

SE 8TH ST

SE 8TH ST

SE 8TH ST

CUSTOMER DR



VAC25-0017
Proposed ROW Vacation
SE 8th Street WMC Window



ORDINANCE NO _____

AN ORDINANCE VACATING RIGHT OF WAY LOCATED AT 1410 SE 8th Street OF WALMART SUBDIVISION 1, CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC25-0017); AND PROVIDING FOR AN EMERGENCY CLAUSE

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

A part of the Right-of-Way of SE 8th Street per Plat Instrument #L202503017 and being described by metes and bounds as follows:

BEGINNING at a 5/8-inch rebar with cap LS1618 found at the Northerly Northeast Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 10, per Plat Instrument #L202503017;
THENCE departing the North Line of said Lot 1, South 87°49'32" East, 14.50 feet;
THENCE South 02°10'27" West, 18.68 feet to said North Line;
THENCE along said North Line, North 87°49'32" West, 14.50 feet;
THENCE continuing along said North Line, North 02°10'27" East, 18.68 feet to the POINT OF BEGINNING containing 271 square feet, more or less.

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

A part of the Right-of-Way of SE 8th Street per Plat Instrument #L202503017 and being described by metes and bounds as follows:

BEGINNING at a 5/8-inch rebar with cap LS1618 found at the Northerly Northeast Corner of Lot 1, Wal-Mart Campus Subdivision, Phase 10, per Plat Instrument #L202503017;
THENCE departing the North Line of said Lot 1, South 87°49'32" East, 14.50 feet;
THENCE South 02°10'27" West, 18.68 feet to said North Line;
THENCE along said North Line, North 87°49'32" West, 14.50 feet;
THENCE continuing along said North Line, North 02°10'27" East, 18.68 feet to the POINT OF BEGINNING containing 271 square feet, 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: Emergency Clause: In Order to protect the health, safety and welfare of the Citizens of Bentonville, an emergency is hereby declared to exist and this Ordinance shall take effect and be in full force and effect from and after its passage;

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:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

TYPE

 **Easement
Vacation**

SE F ST

SE G ST

SE 28TH ST

SE C ST



VAC25-0016
Waterline Easement Vacation
3107 SE C 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 The City of Bentonville requesting Utility Easement Vacations (VAC25-0016) within the City of Bentonville, Arkansas be vacated, which said utility easements is described as follows:

Item# 1:

A CERTAIN "L"-SHAPED 15-FOOT-WIDE WATER EASEMENT PARTIALLY DEDICATED AS A PORTION OF PHILLIPS PARK PHASE I SUBDIVISION ACCORDING TO THE RECORD PLAT THEREOF RECORDED AS PLAT FILE NO. L202263483 AND PARTIALLY DEDICATED AS A PORTION OF BENTONVILLE MUNICIPAL PARK ACCORDING TO THE RECORD PLAT THEREOF RECORDED IN PLAT BOOK 14 PAGE 111. BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF THE NW/4 OF SECTION 08, TOWNSHIP 19 NORTH, RANGE 30 WEST, IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT NO. 1 OF SAID SUBDIVISION; THENCE SOUTH 87°13'35" EAST ALONG THE NORTH LINE OF SAID LOT NO. 1, A DISTANCE OF 443.08 FEET TO THE WEST BOUNDARY OF HEREIN UTILITY EASEMENT TO BE VACATED; THENCE LEAVING SAID NORTH LINE AND ALONG SAID WEST BOUNDARY NORTH 02°39'36" EAST, A DISTANCE OF 45.68 FEET TO THE NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 87°36'51" EAST ALONG SAID NORTH LINE, A DISTANCE OF 15.00 FEET TO THE EAST BOUNDARY OF HEREIN DESCRIBED UTILITY EASEMENT TO BE VACATED; THENCE ALONG SAID EAST BOUNDARY THE FOLLOWING THREE (3) CALLS:

- 1) SOUTH 02°39'36" WEST, A DISTANCE OF 84.10 FEET;
- 2) SOUTH 03°47'24" EAST, A DISTANCE OF 374.19 FEET;
- 3) SOUTH 02°13'55" EAST, A DISTANCE OF 417.81 FEET TO THE INTERIOR CORNER OF SAID "L"-SHAPED EASEMENT;

THENCE ALONG THE MOST SOUTHERLY NORTH BOUNDARY OF SAID EASEMENT FOR THE FOLLOWING FIVE (5) CALLS:

- 1) SOUTH 87°39'13" EAST, A DISTANCE OF 303.76 FEET;
- 2) NORTH 02°20'47" EAST, A DISTANCE OF 17.72 FEET;
- 3) SOUTH 87°39'13" EAST, A DISTANCE OF 15.00 FEET;
- 4) SOUTH 02°20'47" WEST, A DISTANCE OF 17.72 FEET;
- 5) SOUTH 87°39'13" EAST, A DISTANCE OF 408.29 FEET TO THE MOST

EASTERLY NORTHEAST CORNER OF SAID EASEMENT; THENCE SOUTH 02°05'16" WEST ALONG THE WEST BOUNDARY OF A 30-FOOT WIDE PUBLIC WATER LINE EASEMENT DEDICATED BY PLAT RECORDED IN PLAT BOOK 14 AT PAGE 111, A DISTANCE OF 15.00 FEET; THENCE NORTH 87°39'13" WEST ALONG THE SOUTH LINE OF HEREIN DESCRIBED EASEMENT TO BE VACATED, A DISTANCE OF 853.00 FEET TO THE MOST SOUTHWESTERLY CORNER OF SAID

EASEMENT; THENCE ALONG THE WEST BOUNDARY OF HEREIN DESCRIBED EASEMENT TO BE VACATED FOR THE FOLLOWING THIRTEEN (13) CALLS:

- 1) NORTH 02°05'16" EAST, A DISTANCE OF 15.00 FEET;
- 2) SOUTH 87°39'13" EAST, A DISTANCE OF 86.28 FEET;
- 3) NORTH 02°20'47" EAST, A DISTANCE OF 6.02 FEET;
- 4) SOUTH 87°39'13" EAST, A DISTANCE OF 15.00 FEET;
- 5) SOUTH 02°20'47" WEST, A DISTANCE OF 6.02 FEET;
- 6) SOUTH 87°39'13" EAST, A DISTANCE OF 9.62 FEET;
- 7) NORTH 02°13'55" WEST, A DISTANCE OF 416.40 FEET;
- 8) NORTH 03°47'24" WEST, A DISTANCE OF 330.87 FEET;
- 9) NORTH 85°24'33" WEST, A DISTANCE OF 68.15 FEET;
- 10) NORTH 04°35'27" EAST, A DISTANCE OF 15.00 FEET;
- 11) SOUTH 85°24'33" EAST, A DISTANCE OF 65.94 FEET;
- 12) NORTH 03°47'24" WEST, A DISTANCE OF 28.80 FEET;
- 13) NORTH 02°39'36" EAST, A DISTANCE OF 39.19 FEET

TO THE POINT OF BEGINNING AND CONTAINING 0.63 ACRES MORE OR LESS.

Item#2

A CERTAIN 15-FOOT-WIDE SEWER EASEMENT RUNNING GENERALLY EAST TO WEST AND DEDICATED AS A PORTION OF PHILLIPS PARK PHASE I SUBDIVISION ACCORDING TO THE RECORD PLAT THEREOF RECORDED AS PLAT FILE NO. L202263483. BEING A PART OF THE NORTHWEST QUARTER (NW/4) OF THE NW/4 OF SECTION 08, TOWNSHIP 19 NORTH, RANGE 30 WEST, IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT NO. 1 OF SAID SUBDIVISION; THENCE ALONG THE EAST BOUNDARY OF SAID SUBDIVISION FOR THE FOLLOWING THREE (3) CALLS:

- 1) SOUTH 02°09'07" WEST, A DISTANCE OF 286.03 FEET;
- 2) SOUTH 88°02'41" EAST, A DISTANCE OF 3.82 FEET;
- 3) SOUTH 02°20'51" WEST, A DISTANCE 807.30 FEET

TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF SAID UTILITY EASEMENT TO BE VACATED; THENCE CONTINUING ALONG SAID EAST BOUNDARY OF SAID SUBDIVISION SOUTH 02°20'51" WEST, A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF HEREIN DESCRIBED EASEMENT TO BE VACATED; THENCE ALONG THE SOUTH BOUNDARY OF HEREIN DESCRIBED EASEMENT TO BE VACATED FOR THE FOLLOWING ELEVEN (11) CALLS:

- 1) NORTH 88°08'32" WEST, A DISTANCE OF 16.43 FEET;
- 2) NORTH 40°36'08" WEST, A DISTANCE OF 32.96 FEET;
- 3) NORTH 63°22'38" WEST, A DISTANCE OF 126.34 FEET;
- 4) NORTH 58°37'43" WEST, A DISTANCE OF 130.66 FEET;
- 5) NORTH 64°16'15" WEST, A DISTANCE OF 32.23 FEET TO THE EAST BOUNDARY OF A CERTAIN 50-FOOT-WIDE PUBLIC STREET AND UTILITY EASEMENT DEDICATED BY PLAT RECORDED IN PLAT BOOK 14 AT PAGE 111;
- 6) NORTH 02°05'16" EAST ALONG SAID EAST BOUNDARY, A DISTANCE OF 14.05 FEET TO THE MOST WESTERLY NORTHEAST CORNER OF SAID 50-FOOT-WIDE EASEMENT;
- 7) NORTH 87°39'13" WEST ALONG THE NORTH BOUNDARY OF SAID 50-FOOT-WIDE EASEMENT, A DISTANCE OF 32.43 FEET;

8) LEAVING SAID 50-FOOT-WIDE EASEMENT NORTH 64° 16'15" WEST, A DISTANCE OF 68.38 FEET;

9) NORTH 72°10'54" WEST, A DISTANCE OF 79.16 FEET;

10) NORTH 83°31'15" WEST, A DISTANCE OF 193.04 FEET;

11) NORTH 87°30'02" WEST, A DISTANCE OF 160.41 FEET TO THE SOUTHWEST CORNER OF HEREIN DESCRIBED EASEMENT TO BE VACATED;

THENCE NORTH 02°29'58" EAST ALONG THE WEST LINE OF SAID EASEMENT TO BE VACATED, FOR A DISTANCE OF 15.00 FEET; THENCE ALONG THE NORTH BOUNDARY OF SAID EASEMENT TO BE VACATED FOR THE FOLLOWING EIGHT (8) CALLS:

1) SOUTH 87°30'02" EAST, A DISTANCE OF 160.93 FEET;

2) SOUTH 83°31'15" EAST, A DISTANCE OF 195.05 FEET;

3) SOUTH 72°10'54" EAST, A DISTANCE OF 81.69 FEET;

4) SOUTH 64°16'15" EAST, A DISTANCE OF 137.79 FEET;

5) SOUTH 58°37'43" EAST, A DISTANCE OF 130.78 FEET;

6) SOUTH 63°22'38" EAST, A DISTANCE OF 128.73 FEET;

7) SOUTH 40°36'08" EAST, A DISTANCE OF 29.38 FEET;

8) SOUTH 88°08'32" EAST, A DISTANCE OF 9.95 FEET

TO THE POINT OF BEGINNING AND CONTAINING 0.30 ACRES MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Utility Easements is set for a hearing July 22, 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:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

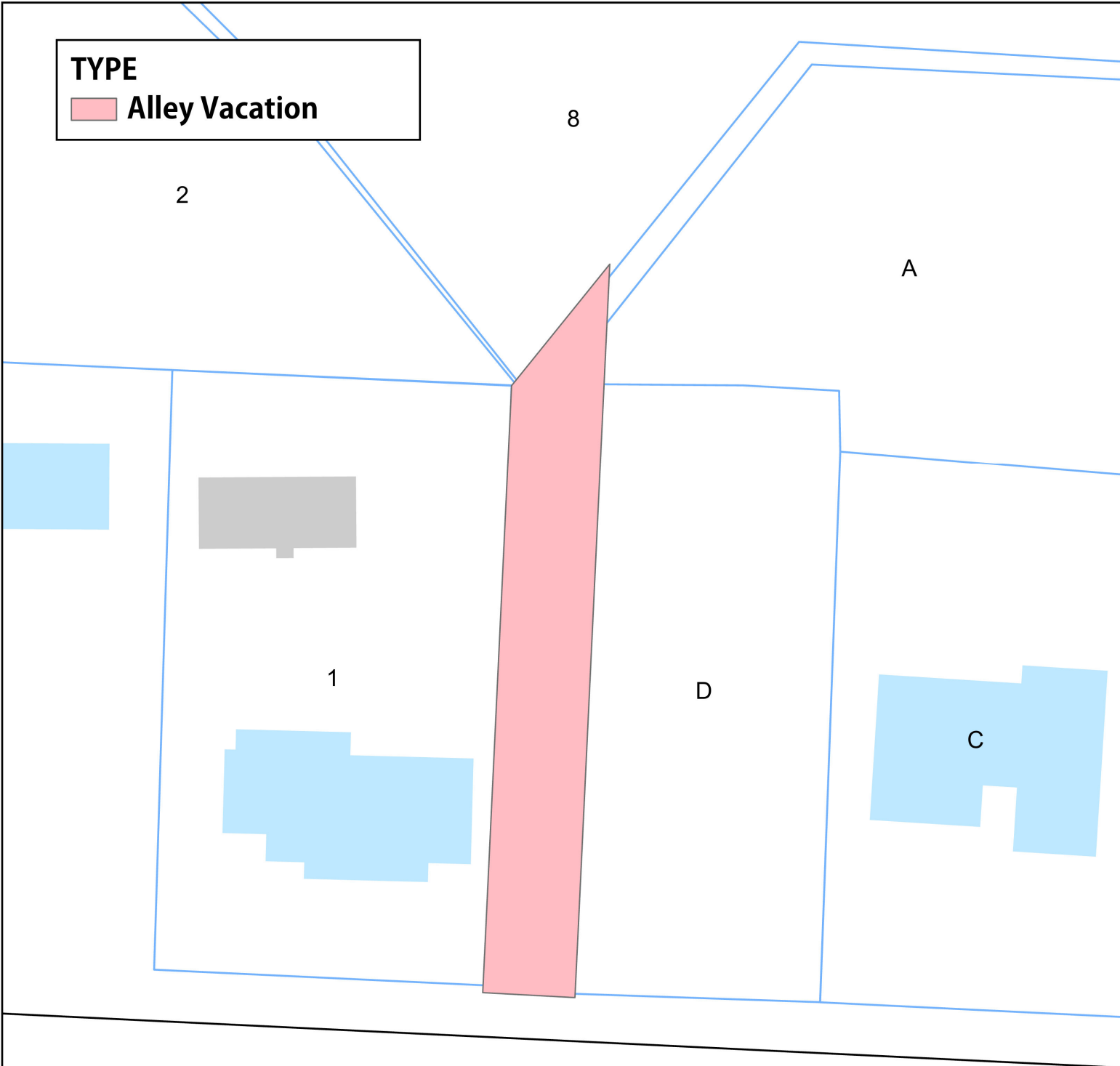
Fund(s) Impacted

(check all that apply)

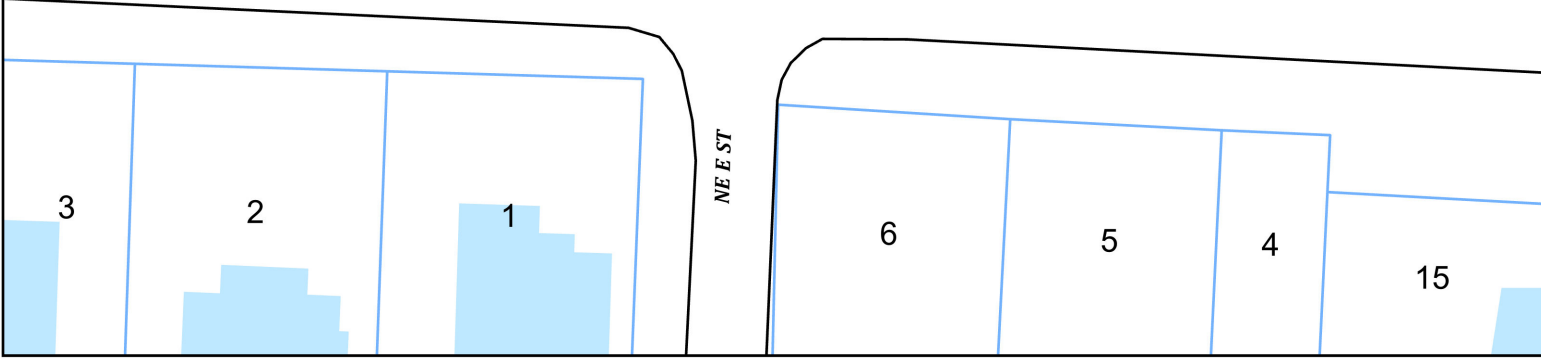
General Fund **Utility Fund** **Street Fund** **Other(s):** _____

Budget Impact Notes for Consideration (Optional):

TYPE
 **Alley Vacation**



NE 2ND ST



VAC25-0018
Alley Vacation
Vacation



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 Crystal Lands LLC requesting Alley Right-of-Way Vacation (VAC25-0018) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

A part of the Southwest Quarter (SW 1/4) of the SW 1/4 of Section 29, Township 20 North, Range 30 West, also being the unnamed thirty-foot street shown in Plat Book 14 Page 42 in the public records of Benton County, Arkansas, also being described by metes and bounds as follows:

BEGINNING at a found 5/8-inch rebar with cap #LS529 at the Northeast corner of Lot 1 of the Ratcliff Subdivision per Instrument #L201919617;

THENCE North 38°59'30" East, 50.70 feet;

THENCE along the West Line of Tract A of Block 6 of the Lincoln and Rice Addition, South 02°42'55" West, 35.49 feet to the Northwest Corner of Tract D of said Block 6;

THENCE along the West Line of said Tract D, South 02°42'55" West, 203.23 feet to the intersection of said West Line and the North Right-of-Way of Northeast 2nd Street;

THENCE along said North Right-of-Way, North 86°55'18" West, 30.00 feet to the intersection of said North Right-of-Way and the East Line of said Lot 1 of the Ratcliffe Subdivision;

THENCE along said East Line, North 02°42'55" East, 197.66 feet to the POINT OF BEGINNING, containing 6,546 square feet or 0.15 acres, more or less.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Way is set for a hearing July 22, 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:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

TYPE

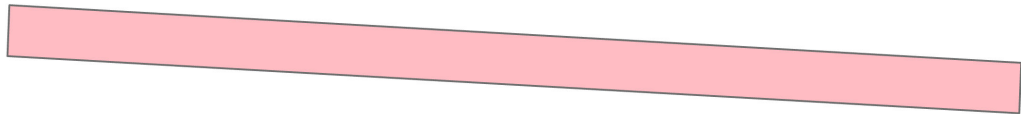
 **Alley Vacation**

14

7

6

NE C ST

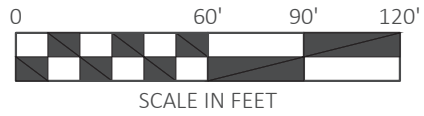
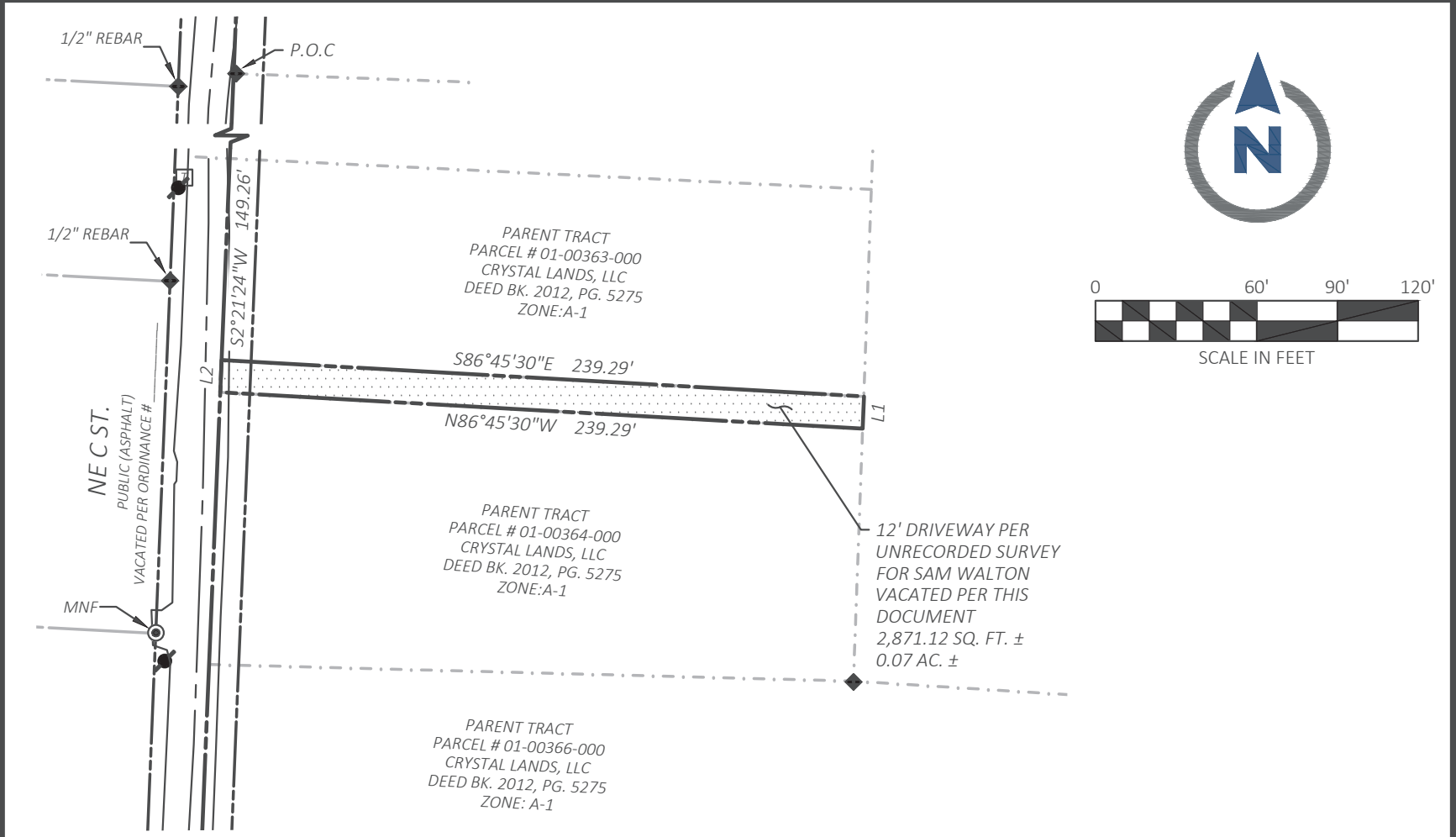


VAC25-0019
Alley Vacation
Vacation



PROFESSIONAL OF RECORD	DGR
DESIGNER	BLF
FIELD WORK	KDM
CEI PROJECT NUMBER	32462
DATE	5/2/2025
REVISION	REV-0

ALLEY VACATION
 SHEET TITLE
 SHEET NUMBER



Line #	Direction	Length
L1	S02°21'29"W	12.00'
L2	N02°21'24"E	12.00'

Legend

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
- Found Nail (As Noted)
- Found Monument (As Noted)
- Utility Pole
- Telephone Riser
- Alley Vacated Per This Document

NOTE:

It is to be understood that this sketch is descriptive only of the size, shape and location of the easement and does not constitute a plat or survey of the Grantors' property.

DRAWING LOCATION: S:\3200\032462\DRAWINGS\SURVEY\WORKING\32462_C STREET VACATION.DWG - SAVED BY: BELEMAN

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 Crystal Lands LLC requesting Alley Right-of-Way Vacation (VAC25-0019) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

A part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 29, Township 20 North, Range 30 West, also being a 12-foot alley per an unrecorded survey for Sam Walton and being described by metes and bounds as follows:

COMMENCING at a 5/8-inch rebar found at the Northwest Corner of the parcel described at Deed Book 2012, Page 5275 in the public records of Benton County, Arkansas;

THENCE along the West Line of said parcel, South 02°21'24" West, 149.26 feet to the POINT OF BEGINNING;

THENCE along the North Line of said 12-foot Alley, South 86°45'30" East, 239.29 feet;

THENCE along the East Line of said 12-foot Alley, South 02°21'29" West, 12.00 feet;

THENCE along the South Line of said 12-foot Alley, North 86°45'30" West, 239.29 feet to the West Line of the parcel described at Deed Book 2012, Page 5275;

THENCE along said West Line, North 02°21'24" East, 12.00 feet to the POINT OF BEGINNING containing 2871 square feet or 0.07 acres, more or less.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Way is set for a hearing July 22, 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:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Temple, Inc.

P.O. Box 2066
 Decatur, Alabama 35602-2066
 Phone 1-800-633-3221
 Fax (256) 353-4578



Serving the South Since 1954!

VantageLive! Renewal
 Bentonville, AR
 Software As A Service Dates: 1/30/25 - 1/30/26

DATE
June 5, 2025
TERMS
NET 30
DELIVERY
4 - 8 Weeks A.R.O.
SALESMAN
Brad White

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by **Temple, Inc.** All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by **Temple, Inc.** before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

Quantity	Description	Price	Amount
			\$ -
40	VLIVE-5YR-R 5 Year Vantage Live Subscription Renewal for Service	\$525.00	\$21,000.00
30	Additional Intersections (New Subscriptions) VLIVE-5YR VantageLive! 5 Year VantageLive!	\$400.00	\$12,000.00

- NOTES:**
- 1) Temple, Inc. reserves the right to charge 4% on all credit card purchases
 - 2) Tax will be added if applicable.
 - 3) Freight not included unless noted on quote

Quote Valid For 30 Days.

SALESMAN





VANTAGELIVE!® TERMS OF SUBSCRIPTION SERVICES AGREEMENT

This VantageLive! Terms of Subscription Services Agreement ("**Agreement**") is entered into as of the date of last signature below ("**Effective Date**") between Iteris and Customer.

BACKGROUND

- A. Iteris provides, among other things, a web-based data service called VantageLive! that allows users to view activity at their intersections by analyzing vehicle, bicycle and pedestrian data subject to this Agreement.
- B. Customer desires to license from Iteris the VantageLive! Services (defined below), subject to the terms and conditions set forth herein.

NOW THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Iteris and Customer agree as follows:

AGREEMENT

1. Acceptance of Agreement

In order to access and use the VantageLive! Services Customer must: (1) have purchased a Subscription Term of the VantageLive! Services from Iteris; and (2) execute this Agreement. This Agreement will become effective on the Effective Date. By signing this Agreement, Customer accepts and agrees to the terms of this Agreement on Customer's own behalf and/or on behalf of Customer's company, organization, educational institution, or agency, instrumentality, or department of the federal/state government as its authorized legal representative.

2. Definitions

"**Agreement**" has the meaning set forth in the first paragraph above.

"**Customer**" means the Iteris-authorized original licensee of the Services identified in the signature block below.

"**Customer Data**" means Personal Data provided by Customer and its Users to Iteris in order to access and use the VantageLive! Services.

"**Documentation**" means documents, information and materials related to the VantageLive! Services provided or made available by Iteris to Customer, including without limitation, descriptions, information about use, operation and maintenance. Documentation includes any and all copies, updates, modifications, translations, additions and improvements used or made by (or for) Iteris now or in the future employed or developed by (or for) Iteris.

"**Effective Date**" has the meaning set forth in the first paragraph above.

"**High Risk Activities**" means any use where failure of the Services could lead to death or serious bodily injury, or severe physical or environmental damage, including without limitation, on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems.

"**Iteris**" means Iteris, Inc., a Delaware corporation, with principal offices located at 1250 S. Capital of Texas Hwy., Bldg. 1, Suite 330, Austin, TX 78746 U.S.A.

"**Personal Data**" means any information that is referred to as personal identifiable information, personal data or personal information (or other like term) under applicable data protection or privacy law, and includes information that by itself or combined with other information can be used to identify a living individual, including without limitation, email, name, address and phone number.

"**Purpose**" means Customer's internal operations business or internal operations government business purposes.

"**Subscription Term**" each period of time (i.e., days or months) that Customer has paid a fee (whether direct to Iteris or an Iteris-authorized distributor), or that Iteris has otherwise authorized Customer in a writing (e.g., purchase order), to access and use the VantageLive! Services. For avoidance of doubt, the Subscription Term commences on the date Iteris makes the VantageLive! Services available for use by Customer.

"**Term**" means, collectively the Subscription Terms subject to this Agreement.

"**Third Party Items**" means third party products and services used by Customer to access and use the Services, whether provided or not provided by Iteris under this Agreement, including without limitation, servers, internet data services, mobile devices, computers and internet connections.

"**User(s)**" means individuals authorized by Customer or on Customer's behalf, who are Customer's employees, agents, consultants, or contractors.

"**VantageLive! Data**" means is all data collected through sensors and processors that Customer authorizes Iteris to connect to the Services, excepting any Customer Data.

"**VantageLive! Online**" means proprietary application programming interface and web application delivery mechanism of the VantageLive! Services.

"**VantageLive! Services**" or "**Services**" means Iteris-hosted VantageLive! Data delivered through VantageLive! Online platform and the VantageLive! Software, including without limitation, any and all updates and upgrades thereto developed by (or for) Iteris.

"**VantageLive! Software**" or "**Software**" means software, in object code (machine-readable) form, as installed by Iteris in a server and used in conjunction with the VantageLive! Services. Software includes, without limitation, any and all copies, updates and upgrades thereto, tools, techniques, methods, additions, derivatives, improvements, modifications, and enhancements used or made by (or for) Iteris now or in the future employed or developed by (or for) Iteris. The term "Software" does not include software from the open source community ("**OSS**"), including without limitation, any software that requires, as a condition of use, copying, modification and/or redistribution of such software, that other software incorporated into, derived from or distributed with such software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

3. Entire Agreement/Binding

Customer and Iteris (each a "**Party**" and collectively "**Parties**") expressly agree that the VantageLive!™ Services Agreement constitute the complete and entire understanding between the Parties regarding this subject matter and supersedes all prior agreements, proposals, representations, statements, or understandings whether written or oral. Customer and Iteris each binds itself, its officers, employees, successors and permitted assigns to this Agreement.

4. Invoice Procedures and Payment

Applicable Subscription Term fees for the Services must be paid by Customer prior to Customer having access to and use of the Services. Iteris reserves the right to suspend access to all Services under this Agreement without notice or penalty if Customer defaults in making payment for the applicable Subscription Term of the Services, which suspension shall remain in effect until all unpaid invoices for the Services are paid in full.

5. Term and Termination

Term. The initial term of this Agreement will commence on the Effective Date and continue for the initial Subscription Term (and continue for renewals of the Subscription Term, as applicable), unless earlier terminated in accordance with this Agreement.

Termination for Convenience. If the Subscription Term automatically renews at the end of the current Subscription Term, either Party may elect not to automatically renew the Subscription Term by providing written notice to the other Party of its intent not to renew at least ninety (90) days prior to the expiration of the then-current Subscription Term. Notwithstanding the foregoing, if Customer's Subscription Term automatically renews pursuant to its contract with an Iteris-authorized distributor, then Customer's election not to renew the term is subject to such contract between Customer and the Iteris-authorized dealer.



Termination for Cause. If a Party materially breaches or defaults in any of the terms or conditions of this Agreement, then the non-breaching Party may give written notice to the defaulting Party that if the default is not cured within thirty (30) days the Agreement will be terminated. If the non-defaulting Party gives such notice and the default is not cured during the thirty-day period, then non-defaulting Party may elect to terminate this Agreement at the end of such cure period.

Termination for Insolvency. This Agreement may be terminated immediately by a Party by giving written notice to the other Party in the event of, (a) dissolution, cessation, liquidation or insolvency of the other Party; (b) the appointment of a receiver or similar officer for the other Party; (c) an assignment by the other Party for the benefit of all or substantially all of its creditors; (d) entry by the other Party into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations; or (e) the filing of a meritorious petition in bankruptcy by or against the other Party under any bankruptcy or debtors' laws for its relief or reorganization.

Effect of Termination. Upon the effective date of termination or expiration of the Subscription Term (whichever occurs earlier) for any reason, this Agreement shall terminate and Customer shall immediately discontinue access to and use of the VantageLive! Services, including any use of any Services-related Software and Documentation. Iteris shall have the right upon any termination to cancel Customer's access to the VantageLive! Services, invalidate Customer's corresponding user ID's and/or passwords, and delete Customer Data in accordance with the Iteris data retention and privacy policy set forth herein. Obligation for payment of Services fees accruing prior to the effective date of termination shall survive termination for any reason. Further, in the event of any termination or expiration of this Agreement, Customer's licenses regarding the VantageLive! Data shall terminate/expire and Customer may only retain those results and/or reports generated or produced during the Subscription Term that contain, and/or include VantageLive! Data. For avoidance of doubt, Customer may not retain any other portions of the VantageLive! Data and Customer is not authorized to make any further use of any of the retained VantageLive! Data, including without limitation, produce or generate new results and/or reports after termination or expiration of this Agreement.

6. VantageLive! Services Licenses, Restrictions, and Ownership

VantageLive! Services Grant of License. Subject to the terms and conditions of this Agreement, Iteris grants to Customer, and each of its authorized Users, a personal, non-exclusive, non-assignable, non-transferrable limited license, during the Subscription Term to internally access and use the VantageLive! Services to access and receive VantageLive! Data and to use VantageLive! Data solely for the Purpose.

VantageLive! Software Grant of License. As part of the Services, Iteris licenses VantageLive! Software and any related Documentation. Iteris grants Customer a personal, non-exclusive, non-transferable, non-assignable limited license, during the Subscription Term, to use the Software solely in conjunction with the Services and solely Customer's Users to access and use the Services solely for the Purpose.

VantageLive! Data License. Subject to the terms and conditions of this Agreement, as part of the Services Iteris grants to Customer a personal, non-exclusive, non-assignable, non-transferrable limited license, during the Subscription Term to internally access, copy, download, edit, modify and adapt the VantageLive! Data solely for the Purpose. During the course of providing the VantageLive! Services, Iteris collects, processes, and uses VantageLive! Data, including without limitation, count information about vehicles, pedestrians and bicycles. Iteris may use VantageLive! Data it collects from Customer for any legitimate business purpose and share it with third parties. For avoidance of doubt, an example of a legitimate business purpose is internal research and development purposes. Iteris reserves the right to use and/or share any data on an aggregate, pseudonymized, and/or anonymous manner (i.e., does not include any Personal Information).

Restrictions. The foregoing licenses may be used by Customer and its authorized Users internally to carry out the Purpose only. These licenses are restricted to only those authorized Users of Customer, each possessing a valid user name and password issued as specified by Iteris for access to the Services. Customer shall use the Services for lawful purposes. Any Iteris or third party components embedded, included or provided by Iteris for use with the Services (e.g., Software and Documentation) may only be used in conjunction with the Services. Customer is solely responsible, not Iteris, for: (i) its access and use of the Services (including its reliance upon the VantageLive! Data) and for Customer Data transmitted by Customer (and its Users) through use of the Services under Customer's account; (ii) verifying the identity of Users that access and use the Services; and (iii) its security measures, processes and procedures appropriate to the nature of the access and use of the Services, to protect such Services from unauthorized access, use, modification and/or disclosure. Customer's use of the Services requires use of Third Party Items, Customer is solely responsible, not Iteris, for such Third Party Items. Further, Customer will not (and will not allow any third party to), directly or indirectly: (a) use or reproduce, modify, create derivative works, decompile, disassemble, or otherwise reverse engineer any of the Services or attempt to reconstruct or discover any source code, underlying ideas, algorithms, files formats or programming interfaces of the Services (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), or incorporate the Services into or with other products or services; (b) distribute, sell, sublicense, rent, lease to third parties or otherwise transfer or make the Services available to third parties except as expressly set forth herein; (c) use the Services (in whole or any portion thereof) that would in any way violate any applicable laws or regulations; (d) remove or in any manner alter any of the Services, Software, Documentation or Iteris Confidential Information identifications, proprietary, trademark, copyright or other notices; (e) create Internet "links" to the Services or "frame" or "mirror" any VantageLive! Data provided through the Services on any other server or wireless or Internet-based device; (f) use or access the Services to develop or support, and/or assist a third party in developing or supporting, products or services competitive to Iteris and the Services; (g) use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with Iteris' provision of the Services; (h) do anything with the VantageLive! Data or Services that breaches other rights of anyone else (including Iteris), endangers life or property, or is likely to mislead or deceive any person; (i) jeopardize the security of Customer's account or anyone else's, such as allowing someone else to use Customer's (or any User's) user name or password to access the Services; (j) use the Services in a manner that "crawls," "scrapes," or "spiders" any page, data, or portion or relating to the Services or VantageLive! Data (through use of manual or automated means); (k) retain any instantiations or derivatives of the VantageLive! APIs, Software or other applications in any form after expiration or termination of this Agreement; or (l) represent or imply that Iteris or any of its third party suppliers endorses any use that Customer makes of the VantageLive! Data.

Customer Account. Upon the initial log-on to the Services, Customer will create a username and password. Customer is responsible for maintaining the confidentiality of Customer's and any of its designated Users' usernames and passwords and Customer is fully responsible for all activities that occur on the Services under Customer's account. Iteris may require Customer to change Customer's or any of its Users' usernames in the event Iteris determines, in its sole discretion, that any username is offensive or for any other reason. Customer agrees to immediately notify Iteris of any unauthorized use of its or any User's username, password, or any other breach of security, and to ensure that Users logout at the end of each session. Customer is responsible for disabling the accounts of any User no longer employed by Customer or otherwise no longer authorized to access and/or use the VantageLive! Services. Customer acknowledges that Iteris is not responsible for tracking Customer's or its Users' use of the Services, and that Iteris cannot and will not be liable for any loss or damage arising from Customer's failure to comply with this Section.

High Risk Activities. The Services is not designed, manufactured or intended for use for High Risk Activities. ITERIS SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES AND SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LIABILITY, LOSS, DAMAGE, INJURY, COSTS AND/OR EXPENSES SUFFERED BY CUSTOMER OR ANY OTHER PERSON ARISING OUT OF CUSTOMER'S USE OF THE SERVICES, INCLUDING THE VANTAGELIVE! DATA.

Ownership. Except for those licenses and rights expressly granted in this Agreement, no other rights or licenses of any kind or nature are granted, either express or implied, to Customer, regarding the Services, Software, VantageLive! Data, Documentation, Services' content/data, Iteris Confidential Information and any other content, materials and information made available or otherwise provided by Iteris in connection with this Agreement. The Services, the Iteris-provided VantageLive! Data via the Services, Software and Documentation, including without limitation, all copies, derivatives, techniques, methods, additions, improvements, modifications, and enhancements, updates and upgrades, used or made by (or for) Iteris now or in the future employed or developed by (or for) Iteris, are solely and exclusively owned by Iteris or its applicable third-party suppliers, licensors and providers, and are protected by United States intellectual property laws and international treaty provisions. Customer understands that the VantageLive! Data represent original, confidential, proprietary, and copyrighted information and Iteris' proprietary rights, including, but not limited to, copyrights in the data elements (whether a portion of or the whole) and VantageLive! Data, are not assigned or released as a result of this



Agreement. Iteris reserves the right, at any time and without notice to Customer, to modify the Services, Software or Documentation, in whole or in part, to include therein changes deemed appropriate by Iteris which do not adversely affect the form, fit or function of the Services as provided by Iteris to Customer hereunder. Customer shall not attempt to discover exploits in the Software or to gain unauthorized access to the Services through skills, tactics, or knowledge of the system. Customer shall not make copies of the Software or Documentation except as necessary to install the Software or updates or for backup or archival purposes. All backup or archive copies of the Software or Documentation must contain the applicable original copyright notices.

U.S. Government Restricted Rights. The Software and Documentation are "commercial items" as that term is defined at 48 CFR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 CFR 12.212. Consistent with 48 CFR 12.212, U. S. Government end users acquire the Software and Documentation with only those rights set forth herein. Contractor/manufacturer is Iteris, Inc. 1700 Carnegie Avenue Suite 100, Santa Ana, CA 92705.

7. **Disclaimer of Warranties**

THE VANTAGELIVE! SERVICES IS PROVIDED "AS IS" WITH ALL FAULTS AND CUSTOMERS' AGREES THAT ITS USE OF THE SERVICES IS AT ITS OWN AND SOLE RISK. NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING BY LAW, CUSTOM OR CONDUCT, SHALL BE APPLICABLE TO THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ITERIS (AND ITS APPLICABLE THIRD-PARTY SUPPLIERS, LICENSORS AND PROVIDERS) DO(ES) NOT WARRANT THAT THE SUBSCRIPTION SERVICES WILL OPERATE WITHOUT ERROR OR INTERRUPTION AND MAKE(S) NO GUARANTEES REGARDING THE QUALITY, ACCURACY, COMPLETENESS, EFFECTIVENESS, RELIABILITY, OR USEFULNESS OF THE SERVICES OR RESULTS OBTAINED THEREFROM. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES.

8. **Support**

Email. Iteris provides technical assistance to Customer through electronic mail. Such electronic mail information will be provided to Customer by Iteris, and may be updated from time to time by Iteris upon notice to Customer (may be via electronic mail). Questions may be submitted twenty-four (24) hours a day, seven (7) days a week. Response will be within one (1) business day during standard support hours conducted 9am – 5pm, Pacific Time, Monday through Friday, excluding weekends and holidays.

Upgrades/Updates. So long as Customer is not threatening or actually in breach of the terms and conditions of this Agreement, Iteris may, in its sole discretion, provide from time to time during the Subscription Term of this Agreement, at no additional charge, updates and upgrades of the VantageLive! Services that Iteris makes available to its other customers under the same conditions through its then-standard delivery process. Iteris is under no obligation to provide any upgrades and/or updates of the VantageLive! Services or to provide any particular update or upgrade (contemplated in this paragraph) without charge, but reserves for itself the right to provide such item(s), if and when available, to its then-current customers. The terms and conditions of this Agreement shall govern any upgrades or updates provided by Iteris that supplement or add to the features and functionalities of the VantageLive! Services.

9. **Ownership of Customer Data**

Iteris claims no ownership in and to any and all Customer Data (i.e., Personal Data) as provided by Customer and its Users to Iteris in order to access and use of the VantageLive! Services. Customer is responsible for ensuring that only Customer's Customer Data that Customer owns or has permission to use are provided by Customer during the course of using the features and functionalities of the Services, as Iteris will not be responsible for any non-compliance by Customer of this Agreement. Customer grants Iteris a limited, non-exclusive license for Iteris (and its authorized third party contractors) to access and use the Customer Data as provided to Iteris solely for performing its obligations under the Agreement and for the purposes permitted herein. Unauthorized use of Customer Data by Iteris or third parties performing any portion of the Services is strictly prohibited. For the purposes of this paragraph, the phrase "unauthorized use" means data mining or processing of data, stored or transmitted by the Services, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery reporting and analysis that is not explicitly authorized.

10. **Customer Data Consent**

Use of Customer Data by Iteris. Iteris' use of Customer's Personal Information is subject to the terms and conditions of this Agreement and Iteris' Privacy Policy (for further details of Iteris' Privacy Policy statement, copy and paste the following URL into a web browser: <https://www.iteris.com/privacy-policy>). Iteris shall only collect, store and use such Personal Information that is needed for the purposes of this Agreement as stated herein. Personal Information that Iteris collects for a particular purpose will only be saved and used for that purpose, unless Customer has agreed in writing to allow Iteris to use it for some other purpose. For purposes of this Agreement, Customer consents to the following purposes of use by Iteris (and its authorized third party providers) of Customer's Personal Information Customer provides to Iteris in connection with Customer's access and use of the VantageLive! Services: (i) providing the VantageLive! Services to Customer, (ii) verifying user access to the VantageLive! Services, (iii) responding to requests, questions and concerns, (iv) providing technical support, (v) providing Customer related Iteris services (i.e., other VantageLive! related services that may require a separate written agreement subject to or incorporated into this Agreement), (vi) personalizing aspects of Customer's overall VantageLive! Services to Customer, (vii) improving and enhancing the VantageLive! Services, e.g., user experience and platform performance, (ix) VantageLive! Services account support and maintenance, (x) complying with applicable laws and regulations, (xi) complying with compulsory legal requests, (xii) preventing and investigating fraud, misuse, abuse and/or criminal activities against Iteris and other parties, and (xiv) defending Iteris and its affiliates, subsidiaries and/or personnel from any legal proceedings. Iteris reserves the right to aggregate, pseudonymize and/or otherwise put into an anonymous format Customer's Personal Information, to combine such automated data/information with other data and to use or share such data/information for any legitimate business purpose (e.g., promote information and services that are derived from anonymized data/reports), so long as such use or share of information/data by Iteris is in an aggregated, pseudonymized and/or otherwise anonymous format that does not include and/or contain any of Customer's Personal Information.

Third Party Provider(s). Customer consents to Iteris using third party companies, such as Microsoft Azure, to facilitate the VantageLive! Services, as follows: (i) to provide the Services (or portions thereof) on Iteris' behalf, and (ii) to provide VantageLive! Services-related services, including without limitation, data archive storage, authentication, data ingestion and processing, monitoring, analytics, storage, technical support reporting, and payment processing. Iteris uses commercially reasonable efforts to ensure that these third parties execute confidentiality agreements to protect Confidential Information and Personal Information.

Security. Iteris will use commercially reasonable efforts to (a) use appropriate precautionary security and control measures to maintain the confidentiality of Customer's Personal Information from fraud, misuse and loss and from unauthorized access, modification and disclosure, in accordance with this Agreement, (b) promptly notify Customer in the event of becoming aware of any threatened or actual unauthorized disclosure or loss of Customer's Personal Information, and (c) take reasonable steps to identify and remediate the cause of such unauthorized disclosure or loss. In Iteris' use of one or more third party cloud hosting providers to host the VantageLive! Services, these third party providers maintain a certification and/or report on systems examining logical security controls, physical security controls, and systems availability, like ISO 27001:2013 Certification or a comparable certification, SOC2 and/or other comparable report on systems. Further, these service providers provide assurances to Iteris, including system availability and security with cloud offsite backups, redundant power supplies, redundant and automatic fail over internet resources, and security standards and protocols that meet or exceed industry applicable standards. In addition, these hosting providers provide technical support for its facility 24X7X365 days a year and equip their hosting facility(ies) with fire, earthquake, and anti-static equipment.

Google Analytics. Iteris and its partners use various technologies to collect and store information when Customer accesses and uses the Subscription Services that may include using cookies or similar technologies. Iteris uses "Google Analytics" (<https://analytics.google.com>) and associated tools in connection with the Subscription Services to collect and analyze information about how users use the Subscription Services. Google Analytics collects information such as how often a user visits the Subscription Services, what pages a user visits when a user does so, and information on specific pages and content accessed on the Subscription Services.



Iteris uses the information received from Google Analytics to improve the Subscription Services offered to our customers. Google Analytics collects only the Internet Protocol address assigned to a customer on the date such customer initially accesses the Subscription Services, rather than your name or other identifying information. Iteris does not combine the information collected through the use of Google Analytics with personal information. Google Analytics uses cookies to collect standard Internet log information and visitor behavior information in an anonymous form. These cookies are used only by Google, and not by Iteris. Google Analytics' ability to use and share information collected by Google Analytics about your visits to this website is restricted by the Google Analytics Terms of Use (<https://www.google.com/analytics/terms/us.html>) and the Google Privacy Policy (<https://www.google.com/policies/privacy/>). However, Customer can prevent Google Analytics from recognizing Customer's return access to the Subscription Services by disabling cookies on your browser. Use of the Subscription Services without restricting use of cookies constitutes Customer's consent to the use, storing and access of cookies on Customer's computers or devices.

Retention. Iteris will retain Customer Personal Information for as long as necessary to fulfill any of the purposes identified in this Section. Iteris may not delete certain Personal Information if retaining it is, in Iteris' reasonable judgment, necessary or appropriate to comply with applicable laws or legal process or to protect Iteris' legal rights (e.g., tax and audit). Upon Customer's request, Iteris will use commercially reasonable efforts to delete Customer's Personal Information, however, because of the structure and configuration for maintaining the VantageLive! Services to protect the integrity of data, residual copies may take a period of time before they are deleted. In addition, Iteris may, but is under no obligation to, periodically review Personal Information in its possession and dispose of Personal Information which has not been accessed for a substantial period of time or which Iteris in its sole discretion believes is no longer current or accurate. Customer's request to delete Customer's Personal Information will apply prospectively only and Iteris will have no obligation to discontinue use of any data, reports and information generated based on Customer's Personal Information provided by Customer prior to Customer's request to delete, so long as such data, reports and information do not include any of Customer's Personal Information (i.e., no longer specifically identifiable).

Data Hosting Storage Limit. In connection with the hosting portion of the Services, Iteris will store up to five (5) years of the VantageLive! Data from the date initially stored in the hosting environment for Customer's use with the Services as set forth in this Agreement. When the VantageLive! Data, collectively, exceeds five (5) year of storage, Iteris may delete such data or otherwise remove such stored data exceeding the five (5) year limit from the hosting environment, and will no longer be available for Customer's use with the Services, unless otherwise expressly set forth in the Order subject to this Agreement.

Transmit, Processing and Storage within United States. The VantageLive! Services is controlled and operated by Iteris from within the United States. Customer's (and its Users') access and use of the VantageLive! Services from any jurisdiction outside the United States does/do so at Customer's own volition. Iteris may transmit, store and/or process Personal Information in the United States, at Iteris' facilities or at its third party service providers' facilities, and, Customer freely, expressly and unambiguously consents for Iteris to transfer Personal Information provided under Customer's account from outside the United States to the United States.

11. Confidentiality

"Confidential Information" means (i) with regard to Customer Data and any non-public information regarding the business of Customer, in whole and in part, (ii) with regard to Iteris, the VantageLive! Services, the related VantageLive! Data, Software and Documentation and any other non-public information regarding the Services and business of Iteris, in whole and in part, and (iii) with regard to either Party, any other information, ideas, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, software code, software documentation, developments, inventions, lists, trade secrets, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, which is designated in writing to be confidential or proprietary, or if disclosed orally or other intangible means, is designated at the time of disclosure as confidential or proprietary. The Parties, each of which may be a "Disclosing Party" or a "Receiving Party" from time to time, agree to disclose the Confidential Information only to their employees, officers, directors, consultants, contractors, affiliates, advisors or agents (collectively, "Representatives") who have a need-to-know for that purpose and who are bound to confidentiality by this or an equivalent agreement, and to maintain the Confidential Information in confidence using the same degree of care to avoid disclosure thereof as the Receiving Party employs on its own Confidential Information of like importance, but in no case less than reasonable prudent care. In addition, the parties agree that the Receiving Party shall not reverse engineer, disassemble, decompile, or otherwise analyze the design or construction of any equipment, component, or software without the prior written consent of the Disclosing Party. All materials containing Confidential Information provided by the Disclosing Party under this Agreement are and will remain the property of the Disclosing Party. This Agreement shall pose no such confidential obligation upon either Party with respect to any portion of the received Confidential Information which: (i) is possessed by the Receiving Party at the time of the disclosure without any obligations of confidentiality as evidenced by written or other tangible records; (ii) is independently developed by the Receiving Party as evidenced by written or other tangible records without use or reference to the Disclosing Party's Confidential Information; (iii) is hereafter rightfully furnished to the Receiving Party by a third party without restriction on disclosure or subject to confidentiality obligations; (iv) is now, or which hereafter becomes, generally known or available to the public through no act or failure to act by the Receiving Party or in breach of this Agreement; or (v) is released from confidentiality in writing by the Disclosing Party.

Receiving Party shall maintain commercially reasonable administrative, technical and physical safeguards necessary to protect the VantageLive! Data and Confidential Information against loss, destruction, alteration, or unauthorized access, use and disclosure. Receiving Party shall immediately notify Disclosing Party (may be via electronic mail) of any discovered breach by Receiving Party or its Representatives and shall reasonably assist the Disclosing Party in retrieving the disclosed Confidential Information and restricting any continuing breach.

If the Receiving Party is served a form of process from a court of competent jurisdiction or government agency or otherwise requested pursuant to applicable law requiring Receiving Party to disclose any Confidential Information of the Disclosing Party to any third party, to the extent permitted by applicable law, the Receiving Party shall immediately notify the Disclosing Party who shall, in addition to the Receiving Party's efforts, if any, have the right to seek to quash such process. Each Party shall cooperate with the other in all efforts to quash such process, to obtain a binding assurance that confidential treatment will be afforded to such disclosure, and/or otherwise to limit the scope of any required disclosure. In the event that the disclosure of any Confidential Information is compelled, the Receiving Party may, at its discretion and expense, seek an appropriate protective order from any court of competent jurisdiction to limit access to and use of such information.

The Receiving Party agrees to promptly return or certify destruction of all copies of any received Confidential Information and of any additional documents in any media containing any of the disclosed Confidential Information upon termination of this Agreement or written request of the Disclosing Party. The obligations to protect Confidential Information recited above shall survive any such termination for a period of three (3) years after the date of termination of this Agreement for any reason, provided, however, proprietary information (to the extent such information remains proprietary) and any Personal Data of the Disclosing Party shall remain subject to the confidentiality obligations contained herein indefinitely.

During the course of using the VantageLive! Services (e.g., technical support), Customer (and its Users) may provide feedback or comments to Iteris concerning use of the VantageLive! Services (collectively, "Feedback"). Customer acknowledges Iteris' need to be able to freely use any Feedback about the VantageLive! Services provided by Customer (and its Users) and to make clear to Customer that Iteris owns any improvements to the VantageLive! Services, including without limitation, improvements made by using or incorporating such Feedback ("Improvements"). Accordingly, Customer hereby acknowledges and agrees Iteris owns any and all Improvements and does not (and will not) claim any ownership rights and/or interests in and to such Improvements, including without limitation rights to compensation, attribution or accounting.

12. Indemnification

To the extent allowable by law and subject to Article 13 hereof, Iteris will indemnify the Customer, its officers, directors, and employees (collectively, "Customer Indemnitees") and hold them harmless from and against any and all third party claims, demands, liabilities, losses, costs and damages (including without limitation court costs and reasonable attorneys' fees) that the Customer or any of Customer's Indemnitees incur or suffer as a result of death or bodily injury or to damage to tangible personal property, to the extent caused by the negligence or willful misconduct of Iteris or its Representatives. In the event such claims, losses, damages, and



expenses are caused by the joint or concurrent negligent acts, errors, or omissions of Iteris and another party, such claims, losses, damages and expenses shall be borne by Iteris in proportion to its responsibility.

Provided, however, that nothing contained herein shall be deemed a waiver of the City of Bentonville's immunity pursuant to law, Iteris will indemnify, hold harmless and defend Customer and Customer Indemnitees against any claim, suit or proceeding and any damages or liability therefrom or settlement thereof (including related reasonable fees, costs and expenses, including, without limitation, court costs and attorneys' fees) to the extent based on a third party claim that the Iteris VantageLive! Services, when used as expressly authorized hereunder, infringe, misappropriate or otherwise conflict with any third party United States Intellectual Property Rights. Notwithstanding the foregoing, Iteris will have no liability to Customer under this Article to the extent that an alleged intellectual property infringement, misappropriation, interference or conflict results from: (a) modification of Iteris' Services at Customer's direction or the combination of Iteris Services, or any of part thereof, with any hardware equipment, software or services not provided by Iteris, where such Iteris Services would not itself infringe absent such modification or combination; (b) use of the Iteris Services, or any part thereof, in an application, environment or purpose not known to Iteris, reasonably anticipated by Iteris, or foreseeable with reference to this Agreement; or (c) modifications of the Iteris Services made by anyone other than Iteris (other than modifications made at Iteris' direction or with Iteris' written consent). In addition to the foregoing, if the Iteris Services, or any of portion thereof, become, or in Iteris' opinion is likely to become, the subject of any claim, suit or proceeding for infringement of any United States Intellectual Property Rights of any third party, or in the event of any adjudication that the Services or any of its components infringes on any United States Intellectual Property Rights of any third party, Iteris may in its sole discretion and expense and as Customer's sole and exclusive remedy for such infringement: (i) secure for Customer the right to continue using such affected VantageLive! Services; (ii) replace or modify the affected portions of the VantageLive! Services to make it non-infringing; or (iii) if neither of the foregoing is commercially feasible, Iteris may terminate this Agreement upon written notice, in whole or in part and Customer will be entitled to recover a pro-rata portion of the fees relating to the affected VantageLive! Services, depreciated on a straight-line basis over the applicable Subscription Term.

As a condition to any indemnification under this Article, Customer must (a) notify Iteris promptly in writing of any such claim or proceeding, and (b) give the Iteris full and complete authority, information and assistance to defend such claim or proceeding at the expense of Iteris, including sole control of the selection of counsel and the defense of any such claim or proceeding and all negotiations for its compromise or settlement. Notwithstanding the foregoing, Customer's failure to give Iteris prompt written notice of any such claim or proceeding will only relieve Iteris of its obligation to indemnify Customer to the extent Iteris is prejudiced by such failure.

13. Limitation of Liability

ITERIS' LIABILITY FOR ANY CLAIM OR CAUSE OF ACTION, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, THAT ARISES UNDER OR IS RELATED TO THIS AGREEMENT SHALL BE LIMITED TO CUSTOMER'S DIRECT OUT-OF-POCKET DAMAGES, ACTUALLY INCURRED, WHICH UNDER NO CIRCUMSTANCES SHALL EXCEED THE AMOUNT OF FEES PAID BY OR ON BEHALF OF THE CUSTOMER TO ITERIS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.

IN NO EVENT SHALL EITHER PARTY (INCLUDING THEIR RESPECTIVE PROVIDERS, SUPPLIERS, LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS) BE LIABLE FOR LOSS OF PROFITS, LOSS OF BUSINESS, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, OR FOR THE CLAIMS OR DEMANDS MADE BY ANY THIRD PARTIES, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEITHER ITERIS NOR ITS THIRD-PARTY SUPPLIERS, LICENSORS AND PROVIDERS CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ITERIS IS NOT RESPONSIBLE, OR LIABLE TO CUSTOMER, FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

NO CLAIMS, SUITS OR ACTIONS ARISING OUT OF ANY BREACH OR CLAIMED BREACH OF THIS AGREEMENT OR TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT SHALL BE BROUGHT AGAINST ITERIS MORE THAN ONE (1) YEAR AFTER THE DATE BY WHICH THE FAULT OR FAILURE WAS OR SHOULD REASONABLY HAVE BEEN DISCOVERED; FAILURE TO MAKE SUCH A CLAIM WITHIN THE ONE (1) YEAR PERIOD SHALL FOREVER BAR THE CLAIM.

14. Disputes

If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties will use commercially reasonable efforts to attempt to settle the matter between themselves. If no agreement can be reached, the Parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the Parties.

15. Force Majeure

Except for the payment of amounts owed, neither Party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such Party cannot perform due to circumstances beyond its reasonable control including but not limited to fire, flood, earthquake, or other natural disaster, war, embargo, riot, or the intervention of any government authority, provided that the Party so delayed immediately notifies the other Party of such delay. In the event of such occurrence, Services under this Agreement shall be suspended for the duration of the delay. If the delay continues for a period of sixty (60) days, either Party may terminate this Agreement immediately upon notice to the other Party. Effect of termination shall be as set forth in Article 5.

16. Relationship of Parties

The Parties hereto expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement, and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Neither Party nor its agents or employees are the representatives of the other Party for any purpose, and neither Party has the power or authority as agent, employee, or any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

17. Language; Headings and Regulation References

Any translation of this Agreement is provided as a courtesy to you, and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern, to the maximum extent not prohibited by local law in your jurisdiction. Headings herein are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. References to any act, regulation, code of practice or statutory order shall be interpreted so as to include any change, re-enactment or extension of the act, regulation, code of practice or statutory order.

18. Notices

Any notices relating to this Agreement shall be in writing. Notices will be deemed given by Iteris when sent to Customer at the email address or mailing address Customer provided during the initial sign-up process or as updated by Customer from time to time during the Term. Notices to Iteris under this Agreement shall be sufficient and deemed given: (i) when personally delivered; (ii) three business days after having been sent by a major commercial delivery courier service with written proof of delivery; or (iii) five business days after having been sent by first class mail, postage or charges prepaid, certified or registered mail, return receipt requested. If not received sooner, notice by registered mail shall be deemed received five (5) business days after deposit in the U.S. mail. For notices to Iteris: Contracts Department, Iteris, Inc., 1700 Carnegie Avenue, suite 100, Santa Ana, California 92705 U.S.A. Customer consents to receive notices by email and agree that any such notices that Iteris sends Customer electronically will satisfy any legal communication requirements. A party may change its email or mailing address by giving the other written notice as described above.



19. Governing Law: Severability

This Agreement shall be governed by and construed according to the laws of the State of California without regard to principles of conflict of laws. However, in the event that the Customer is a governmental body or agency, this Agreement shall be governed by and construed according to the laws of state in which the Customer is located without regard to the principles of conflict of laws. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

20. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors of each of the Parties, but shall not be assignable by either Party without the prior written consent of the other Party; provided, however, that an assignment of this Agreement to an Affiliate (defined below) of a Party in connection with a reorganization of such Party or an assignment of this Agreement in connection with a transfer of the all or substantially all of the assets of the business to which this Agreement relates shall not require prior written consent of the other Party. Any attempt by a Party to assign its rights or delegate its duties in contravention of this Section shall be void from the beginning. For purposes of this Section, "Affiliate" means, any person or entity which, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. "Control" means, for so long and to the extent, a Party owns at least 50.1% of the equity in such entity. A person or entity shall be deemed to control a corporation (or other entity) if such person or entity possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such corporation (or other entity) whether through the ownership of voting securities, by contract or otherwise.


21. Modifications


This Agreement may be modified or updated only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement (e.g., by Iteris by posting). Iteris may modify this Agreement at any time, in Iteris' sole discretion. It is important that Customer review the modified Agreement as Customer's continued use of the Services may be subject to Customer first accepting and agreeing to the modified Agreement before continuing access and use of the Service. If Customer does not agree to the modified Agreement, Customer's sole remedy is to stop access and use of the Services and to terminate the Services in accordance with this Agreement.

22. Waiver

Any failure by either party to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and either party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

For: Iteris, Inc.
By: 
Signature
Name: Kevin Exner
Title: Regional Vice President
Date: 3/3/25

For: City of Bentonville
By: 
Signature
Name: Stephanie Orman
Title: Mayor
Date: March 20, 2025 | 6:54 AM CDT

Address, facsimile & email for Notice:
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705-5551, U.S.A.

Address, facsimile & email for Notice:
Office: sorman@bentonville.ear.com

Notice:

Attn: _____
Fax: _____
E-Mail: _____

Attn: _____
Fax: _____
E-mail: _____

Version: 20181217; Updated: 20200501; Updated 20220330sign; Updated 20230105sign; Updated 20240408

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2025 BUDGET FOR VANTAGE LIVE SOFTWARE
SUBSCRIPTION RENEWAL IN THE AMOUNT OF FIVE-THOUSAND DOLLARS
(\$5,000.00), AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville City Street Department is requesting a budget adjustment for Vantage Live subscription renewal for 40 traffic signals and the addition of 30 traffic signals.

WHEREAS, a budget adjustment is necessary.

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

Section 1: The 2025 Budget is hereby adjusted to appropriate Five-Thousand Dollars (\$5,000.00) from street fund reserves to Account 203810-43310 Technical/Data Processing.

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Date of Issuance: 2025-04-23	Effective Date: 2025-02-03
Owner: City of Bentonville	Owner's Contract No.: 21EN0009
Contractor: Crossland Heavy Contractors	Contractor's Project No.:
Engineer: CEI	Engineer's Project No.: 32245
Project: Drainage Improvements – NW 9th & D St	Contract Name: Drainage Improvements – NW 9th & D St

The Contract is modified as follows upon execution of this Change Order:

Description:

Final RCO to close out project.

Attachments:

Cost request and Delay request by contractor

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>6,529,392.00</u>	Original Contract Times: Substantial Completion: <u>July 5, 2024</u> Ready for Final Payment: <u>August 4, 2024</u> dates
Increase from previously approved Change Order(s) No. <u>3</u> : \$ <u>44,581.46</u>	Increase from previously approved Change Order(s) No. <u>2 & 3</u> : Substantial Completion: <u>52</u> Ready for Final Payment: <u>52</u> days
Contract Price prior to this Change Order: \$ <u>6,573,973.46</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 26, 2024</u> Ready for Final Payment: <u>September 25, 2024</u> dates
Increase of this Change Order: \$ <u>256,649.53</u>	Increase of this Change Order: Substantial Completion: <u>102</u> Ready for Final Payment: <u>102</u> days
Contract Price incorporating this Change Order: \$ <u>6,830,622.99</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 6, 2024</u> Ready for Final Payment: <u>January 5, 2025</u> dates

RECOMMENDED	ACCEPTED:	ACCEPTED:
By: <u>Anna Keogh Stamps</u> 	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Department Manager</u>	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management

2600 NE 11th St, Ste 300
Bentonville, AR 72712
Office: 479.273.9472
Toll-free: 1.800.433.4173
ceieng.com

May 15, 2025

Mr. Cody Vaughn, Staff Engineer
City of Bentonville
3200 SW Municipal Drive
Bentonville, AR 72712

**RE: NW 9th & D St. Stormwater Improvements, City 21EN0009, CEI 32245;
Change Order #4 – Request for Delays**

As part of Change Order #4 for the NW 9th & D St. Stormwater Improvements project located in Bentonville, Arkansas, Crossland Heavy Contractors (CHC) requested charges for delays incurred at no fault of their own. The request for charges and delays are detailed within the Change Order #4 documents.


Upon CEI and the City of Bentonville's review of the request for additional contract days, the City and CEI agree with said request of one hundred-twenty-five (125) days to be added to the contract duration.

Of the additional contract days requested, the Final GI-4 Revisions request (detailed in the Change Order documents on page 7) was for labor costs incurred on-site. The City requested that CHC stay mobilized on-site after CHC completed all critical path items wherein additional modifications to GI-4 were requested by the City. CHC accrued overhead labor charges for the additional time which equals \$35,485.71 (approximately two Laborers for 154 manhours). CEI reviewed its construction logs for the time period requested by CHC and found that the request is reasonable.

CEI recommends that the City accept these charges as part of Change Order #4.

Should the City require any additional information, please do not hesitate to contact CEI.

CEI Engineering Associates, Inc.

Anna Keogh Stamps 

Anna Stamps, PE, CFM
Municipal Transportation Department Manager



Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management

2600 NE 11th St, Ste 300
Bentonville, AR 72712
Office: 479.273.9472
Toll-free: 1.800.433.4173
ceieng.com

April 25, 2025

NW 9th & D Street
Bentonville, Benton County, AR
CEI Project No. 32245

Summary of Changes for Change Order No. 4

- This change order is being processed as the reconciliation change order for the project. Therefore all line item under-runs and over-runs for the project duration are being captured here.
- Additional new items included in Change Order 4 include:
 - Additional Services – Valve on Lefors – Additional bell restraints were needed for the waterline work on Lefors street at the direction of BWUD
 - Additional Services (3rd Street Sewer Service) - Unknown sewer services had to be relocated due to storm conflict.
 - Additional Services (GI-4 Modifications) – Cost for saw-cutting to make modifications on GI-4 at City’s direction.
 - Topsoil - Detention pond had less than 2" of topsoil when it was stripped and was not salvageable. Additional topsoil was required. Also used in other greenspaces throughout job.
 - General Conditions- Increase in construction duration time as lined out on page 4 of this package.

May 15, 2025

501 S. East Ave, P.O. Box 350
Columbus, KS 66725
Tel: 620.429.1410

Anna Negrete, PE, CFM
CEI Engineering
2600 NE 11th Street, Suite 300
Bentonville, AR 72712

23A10SD - Drainage Improvements - NW 9th and D Street
COR: Schedule Delays, Design Changes and Known Overruns

Mrs. Negrete,

Pursuant of Article 4.05 Delays in Contractor's Progress of the General Conditions, our progress was delayed by unanticipated causes not the fault of the Owner or ourselves. Following paragraph C of this article, this delay adversely affected activities on the critical path to completion of the Work, which entitles an adjustment of Contract Times.

Attached is a summary of these impacts.

At your request, additional work on GI-4, additional topsoil not on site, and the relocation of the sewer service on 3rd street and all known overruns are listed as well with breakdown attached.

Crossland Heavy is requesting an additional 125 Calendar Days be added to the contract times.

	Total: \$	256,649.53
Additional Days Request to be Added to the Contract Time:		125.00

Respectfully,

Stetson Beck
Sr. Project Manager
417.825.3159
sbeck@heavycontractors.com

Item #	Description	Start Date	End Date	Delay	Revised Days	Type of Delay
1	City CCTV for Sanitary Sewer	12/27/2023	1/4/2024	9	7	Waiting for city department
2	Sub installed SMH-2 in the wrong location. When relocating it the run back to SMH-1 had to be relocated. In order to do this the pipe had to be removed from the manhole. It was discussed with the water department that the pipe could be cored out. The inspector was looking at a different scope while this was being done and did not agree with how it was done. Additionally they wanted the footing to be larger than shown on the standard detail. The manhole had to be ripped out.	1/31/2024	2/20/2024	8	0	Conflict is details, partial coinciding delay
3	Jackson St encountered a waterline that was not potholed during design. CHC had closed the road to start work and had to wait for enough direction to start work.	2/1/2024	2/13/2024	13	13	Waiting for information from CEI
4	Pole on Hook St was impeding the excavation. BEUD was requested on site to hold the pole. Due to a chance of rain they did not come out. If they had it could have been done that same day. The next weekend the tornado hit and tied up the cities trucks.	5/21/2024	6/10/2024	21	0	Waiting for city department
5	Lefors St had a waterline that was not potholed during design. This line veered from what was shown in GIS. Causing it to get into our excavation. Work had to stop for a valve to be added to shut down this line. The crews were moved to limit this delays impact. (still waiting for meter service to be relocated by BWU)	5/29/2024	6/12/2024	2	2	Design conflict, partially coinciding delay
6	Encountered unmarked communication lines at CI-1 that prevented us from shoring. Therefore we had to bench the excavation. The existing waterline was found to have a potential leak stopping work as well.	7/12/2024	7/15/2024	4	1	Unknown utilities
7	Sewer Service in conflict on NW 3rd Street	7/19/2024	7/26/2024	8	8	Unknown utilities
8	CHC potholed more potential conflicts and found another at NW D and Jefferson with an existing waterline. This conflict along with the other two waterline conflicts have prevented us from starting more crews to accommodate schedule.	8/6/2024	9/3/2024	28	28	Design conflict
9	Existing Box Culvert to be tied in to GI-4 had a dirt floor. CHC waiting for direction how to proceed	8/9/2024	9/4/2024	27	3	Existing condition not surveyed
10	GI-4 additional modifications	11/12/2024	11/16/2024	5	5	Owner Changes
11	Final GI-4 Revisions	10/29/2024	12/10/2024	43	35	Owner Changes
				125	102	
	ADDITIONAL ISSUES					
	Gas Line on Jefferson Conflict	4/16/2024	9/11/2024	149		Design conflict

Item	Description	UOM	Unit Price	QTY	EXT Price
5	6" DIP	LF	\$ 254.00	4.00	\$ 1,016.00
6	8" DIP	LF	\$ 285.00	5.00	\$ 1,425.00
8	8" TAPPING SLEEVE & VALVE	EA	\$ 7,525.00	(1.00)	\$ (7,525.00)
9	8" GATE VALVE	EA	\$ 3,300.00	1.00	\$ 3,300.00
11	8" Cut, Cap and Anchor Collar Block	EA	\$ 4,450.00	(1.00)	\$ (4,450.00)
22	4" SEWER SERVICE CONNECTION (SHORT SIDE OF STREET)	EA	\$ 3,300.00	1.00	\$ 3,300.00
28	REMOVAL & DISPOSAL OF ASPHALT PAVEMENT	SY	\$ 15.00	14.00	\$ 210.00
29	REMOVAL & DISPOSAL OF CONCRETE PAVEMENT	SY	\$ 59.00	73.00	\$ 4,307.00
30	REMOVAL & DISPOSAL OF ASPHALT DRIVEWAY	SY	\$ 70.00	(9.00)	\$ (630.00)
31	REMOVAL & DISPOSAL OF CONCRETE DRIVEWAY	SY	\$ 61.00	142.00	\$ 8,662.00
33	REMOVAL & DISPOSAL OF CONCRETE SIDEWALK	SY	\$ 12.00	115.00	\$ 1,380.00
34	REMOVAL & DISPOSAL OF CONCRETE CURB & GUTTER	LF	\$ 8.00	189.00	\$ 1,512.00
39	REMOVE & RELOCATE MAILBOXES	EA	\$ 400.00	8.00	\$ 3,200.00
41	COMPACTED EMBANKMENT	CY	\$ 38.00	4.00	\$ 152.00
42	ASPHALT DRIVEWAY	SY	\$ 200.00	(16.00)	\$ (3,200.00)
43	P.C. CONCRETE DRIVEWAY	SY	\$ 160.00	102.00	\$ 16,320.00
48	18" RCP, CLASS III	LF	\$ 185.00	3.00	\$ 555.00
49	30" RCP, CLASS III	LF	\$ 365.00	10.00	\$ 3,650.00
50	48" RCP, CLASS III	LF	\$ 420.00	1.00	\$ 420.00
60	TYPE C RETANGULAR CURB INLETS (6'X6')	EA	\$ 25,000.00	(1.00)	\$ (25,000.00)
67	TYPE TM INLETS (4'X4')	EA	\$ 12,750.00	1.00	\$ 12,750.00
78	SEEDING	AC	\$ 6,000.00	0.01	\$ 60.00
79	TEMPORARY SEEDING	AC	\$ 5,000.00	0.01	\$ 50.00
87	INLET PROTECTION	LF	\$ 22.00	22.00	\$ 484.00
92	CONCRETE COBINATION CURB & GUTTER (TYPE A 1'-6")	LF	\$ 50.00	105.00	\$ 5,250.00
93	CONCRETE SIDEWALK	SY	\$ 115.00	115.00	\$ 13,225.00
95	STAMPED & COLORED CONCRETE SIDEWALK	SY	\$ 875.00	(5.00)	\$ (4,375.00)
97	WHEELCHAIR RAMPS	EA	\$ 2,500.00	4.00	\$ 10,000.00
98	Thermoplastic Pavement Marking - Reflective White "BIKE" Symbol	EA	\$ 1,580.00	(1.00)	\$ (1,580.00)
99	Thermoplastic Pavement Marking - Yellow (4")	LF	\$ 3.00	156.00	\$ 468.00
102	AGGREGATE BASE SURFACE COURSE (ARDOT CLASS 7) (6") (HookSt)	TN	\$ 92.00	123.00	\$ 11,316.00
103	ASPHALT PAVEMENT REPAIR	SY	\$ 78.00	501.00	\$ 39,078.00
104	P.C. CONCRETE PAVEMENT REPAIR	SY	\$ 152.00	60.00	\$ 9,120.00
105	STAMPED & COLORED CONCRETE PAVEMENT REPAIR	SY	\$ 875.00	(13.00)	\$ (11,375.00)
CO 2	Masonry Retaining Wall	SF	\$ 445.00	(4.00)	\$ (1,780.00)
CO 2	Lower Sewer Service Line	EA	\$ 7,490.00	2.00	\$ 14,980.00
CO 2	Cast-in-Place Concrete End Cap	EA	\$ 4,500.00	1.00	\$ 4,500.00
CO 2	16" Pipe Encasement	LF	\$ 350.00	1.00	\$ 350.00
CO 2	6" Gate Valve	EA	\$ 5,580.00	1.00	\$ 5,580.00
CO 2	8"x6" Hymax Coupling	EA	\$ 2,611.23	1.00	\$ 2,611.23
CO 2	Concrete Anchor Collar Block	EA	\$ 4,000.00	1.00	\$ 4,000.00
CO 2	Granular Backfill for Storm Sewer	TN	\$ 30.00	2,041.00	\$ 61,230.00
CO 3	Additional Services	LS	\$ 641.00	(1.00)	\$ (641.00)
CO 4	Additional Services (Valve on Lefors)	LS	\$ 7,700.00	1.00	\$ 7,700.00
CO 4	Additional Services (3rd St Sewer Service)	LS	\$ 6,301.08	1.00	\$ 6,301.08
CO 4	Additional Services (GI-4 Modifications)	LS	\$ 1,050.00	1.00	\$ 1,050.00
CO 4	Topsoil	CY	\$ 47.25	470.00	\$ 22,207.50
CO 4	Additional Services (Final GI-4 Revisions)	LS	\$ 35,485.71	1.00	\$ 35,485.71
					\$ 256,649.53

Materials	# of Units	UOM	Unit Price	Extension
Cleanrock	10	TN	\$ 23.00	\$ 230.00
Pipe Material	1	LS	\$ 2,438.39	\$ 2,438.39
Baserock	5	TN	\$ 13.00	\$ 65.00
<u>Total Materials</u>				\$ 2,733.39
<u>Tax</u> 9.75%				\$ 266.51
<u>Fee</u> 15%				\$ 449.98
<u>Total Materials w/Fee</u>				\$ 3,449.88

Labor	Hourly \$	# of Units	MH/U	Total MH	Extension
Superintendent	\$120.00	1	3	3	\$ 360.00
Field Engineer	\$80.00	1	3	3	\$ 240.00
Craft Superintendent	\$105.00	1	8	8	\$ 840.00
Operator	\$45.00	1	8	8	\$ 360.00
Skilled Laborer	\$36.00	1	8	8	\$ 288.00
<u>Total Labor</u>					\$ 2,088.00
<u>Fee</u> 15%					\$ 313.20
<u>Total Labor w/ Fee</u>					\$ 2,401.20

Equipment	Hours	Hourly Rate	Days	Day Rate	Extension
CAT 336E L	8.00	\$ 117.95			\$ 943.60
CAT 950M	8.00	\$ 83.02			\$ 664.16
<u>Total Equipment</u>					\$ 1,607.76
<u>Fee</u> 15%					\$ 241.16
<u>Total Equipment w/Fee</u>					\$ 1,848.92

Subcontractor	# of Units	UOM	Unit Price	Extension
				\$ -
<u>Total Direct Cost</u>				\$ -
<u>Fee</u> 5%				\$ -
<u>Total Subcontractor w/Fee</u>				\$ -

<u>Subtotal</u>				\$ 7,700.00
<u>Bonds & Insurance</u> 0.0%				\$ -
<u>Total Amount w/ B&I</u>				\$ 7,700.00
<u>Days Requested</u>				2

Materials	# of Units	UOM	Unit Price	Extension
Cleanrock	40	TN	\$ 23.00	\$ 920.00
PVC Material	1	LS	\$ 140.00	\$ 140.00
Baserock	20	TN	\$ 13.00	\$ 260.00
<u>Total Materials</u>				\$ 1,320.00
<u>Tax</u> 9.75%				\$ 128.70
<u>Fee</u> 15%				\$ 217.31
<u>Total Materials w/Fee</u>				\$ 1,666.01

Labor	Hourly \$	# of Units	MH/U	Total MH	Extension
Superintendent	\$120.00	1	5	5	\$ 600.00
Field Engineer	\$80.00	1	5	5	\$ 400.00
Craft Superintendent	\$105.00	1	5	5	\$ 525.00
Operator	\$45.00	1	5	5	\$ 225.00
Skilled Laborer	\$36.00	1	5	5	\$ 180.00
<u>Total Labor</u>					\$ 1,930.00
<u>Fee</u> 15%					\$ 289.50
<u>Total Labor w/Fee</u>					\$ 2,219.50

Equipment	Hours	Hourly Rate	Days	Day Rate	Extension
CAT 336E L	5.00	\$ 117.95			\$ 589.75
CAT 950M	5.00	\$ 83.02			\$ 415.10
<u>Total Equipment</u>					\$ 1,004.85
<u>Fee</u> 15%					\$ 150.73
<u>Total Equipment w/Fee</u>					\$ 1,155.58

Subcontractor	# of Units	UOM	Unit Price	Extension
Plumber Fee (3rd Street)	1	LS	\$ 1,200.00	\$ 1,200.00
<u>Total Direct Cost</u>				\$ 1,200.00
<u>Fee</u> 5%				\$ 60.00
<u>Total Subcontractor w/Fee</u>				\$ 1,260.00

<u>Subtotal</u>	\$ 6,301.08
<u>Bonds & Insurance</u> 0.0%	\$ -
<u>Total Amount w/ B&I</u>	\$ 6,301.08
<u>Days Requested</u>	8

Materials	# of Units	UOM	Unit Price	Extension
<u>Total Materials</u>				\$ -
<u>Tax</u> <u>9.75%</u>				\$ -
<u>Fee</u> <u>15%</u>				\$ -
<u>Total Materials w/Fee</u>				\$ -

Labor	Hourly \$	# of Units	MH/U	Total MH	Extension
					\$ -
<u>Total Labor</u>					\$ -
<u>Fee</u> <u>15%</u>					\$ -
<u>Total Labor w/ Fee</u>					\$ -

Equipment	Hours	Hourly Rate	Days	Day Rate	Extension
<u>Total Equipment</u>					\$ -
<u>Fee</u> <u>15%</u>					\$ -
<u>Total Equipment w/Fee</u>					\$ -

Subcontractor	# of Units	UOM	Unit Price	Extension
Concrete Cutting (GI-4)	1	LS	\$ 1,000.00	\$ 1,000.00
<u>Total Direct Cost</u>				\$ 1,000.00
<u>Fee</u> <u>5%</u>				\$ 50.00
<u>Total Subcontractor w/Fee</u>				\$ 1,050.00

<u>Subtotal</u>				\$ 1,050.00
<u>Bonds & Insurance</u> <u>0.0%</u>				\$ -
<u>Total Amount w/ B&I</u>				\$ 1,050.00
<u>Days Requested</u>				5

Materials	# of Units	UOM	Unit Price	Extension	
<u>Total Materials</u>				\$	-
<u>Tax</u>				9.75%	-
<u>Fee</u>				15%	-
<u>Total Materials w/Fee</u>				\$	-
Labor	Hourly \$	# of Units	MH/U	Total MH	Extension
Superintendent	\$120.00	1	154	154	\$ 18,514.29
Field Engineer	\$80.00	1	154	154	\$ 12,342.86
<u>Total Labor</u>					\$ 30,857.14
<u>Fee</u>				15%	\$ 4,628.57
<u>Total Labor w/ Fee</u>					\$ 35,485.71
Equipment	Hours	Hourly Rate	Days	Day Rate	Extension
<u>Total Equipment</u>					\$ -
<u>Fee</u>				15%	\$ -
<u>Total Equipment w/Fee</u>					\$ -
Subcontractor	# of Units	UOM	Unit Price	Extension	
				\$	-
<u>Total Direct Cost</u>				\$	-
<u>Fee</u>				5%	-
<u>Total Subcontractor w/Fee</u>				\$	-
<u>Subtotal</u>				\$	35,485.71
<u>Bonds & Insurance</u>				0.0%	\$ -
<u>Total Amount w/ B&I</u>				\$	35,485.71
<u>Days Requested</u>					35

Additional revisions were asked of CHC on GI-4 at the end of the project. The down time and changes warranted additional supervision.

Materials	# of Units	UOM	Unit Price	Extension	
<u>Total Materials</u>				\$ -	
<u>Tax</u> <u>9.75%</u>				\$ -	
<u>Fee</u> <u>15%</u>				\$ -	
<u>Total Materials w/Fee</u>				\$ -	
Labor	Hourly \$	# of Units	MH/U	Total MH	Extension
<u>Total Labor</u>				\$ -	
<u>Fee</u> <u>15%</u>				\$ -	
<u>Total Labor w/ Fee</u>				\$ -	
Equipment	Hours	Hourly Rate	Days	Day Rate	Extension
<u>Total Equipment</u>				\$ -	
<u>Fee</u> <u>15%</u>				\$ -	
<u>Total Equipment w/Fee</u>				\$ -	
Subcontractor	# of Units	UOM	Unit Price	Extension	
Second Nature (Topsoil)	470	CY	\$ 45.00	\$ 21,150.00	
<u>Total Direct Cost</u>				\$ 21,150.00	
<u>Fee</u> <u>5%</u>				\$ 1,057.50	
<u>Total Subcontractor w/Fee</u>				\$ 22,207.50	
<u>Subtotal</u>				\$ 22,207.50	
<u>Bonds & Insurance</u> <u>0.0%</u>				\$ -	
<u>Total Amount w/ B&I</u>				\$ 22,207.50	
<u>Days Requested</u>				0	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO CHANGE ORDER NO. 4 WITH CROSSLAND HEAVY CONTRACTORS IN AN AMOUNT NOT TO EXCEED TWO-HUNDRED FIFTY-SIX THOUSAND SIX-HUNDRED FORTY-NINE DOLLARS AND FIFTY-THREE CENTS (\$256,649.53); AND FOR OTHER PURPOSES.

WHEREAS, this change order is for re-conciliating over-runs/under-runs, unknown utility work, unknown site conditions causing additional material/work, and awarding delays; and

WHEREAS, this project is funded with money in the Street Bond Funds; therefore, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into Change Order No. 4 with Crossland Heavy Contractors in an amount not to exceed Two-Hundred Fifty-Six Thousand Six-Hundred Forty-Nine Dollars and Fifty-Three Cents (\$256,649.53).

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

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

PASSED and APPROVED this ____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		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 Members and Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: June 25, 2025
Re: Resolution authorizing the Mayor and City Clerk to accept an Arkansas Department of Transportation (ARDOT) Transportation Alternatives Program (TAP) grant for construction of the Elm Tree Road Sidepath.

Parks and Recreation staff are seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to accept an Arkansas Department of Transportation (ARDOT) Transportation Alternatives Program (TAP) grant for construction of the Elm Tree Road Sidepath.

The proposed project will construct a sidepath trail along Elm Tree Road, extending from Highway 102 to NW 3rd Street. This new infrastructure will significantly enhance safety and accessibility for pedestrians and cyclists, creating a critical connection between Elm Tree Elementary, Ardis Ann Middle School, Merchants Park, and several nearby neighborhoods.

The total estimated cost of the project is approximately \$3MM. This grant award from ARDoT is worth \$500,000.00. Additionally, Parks and Recreation is carrying \$1MM in the 2025 budget and we have been invited to apply for a grant from the Walton Family Foundation. There is a chance, depending on the bidding process, that some of these funds could be remaining after construction. However, in a recent conversation with ARDoT, they recommended proceeding with bidding and if there are grant funds remaining, we can request to move those funds to another existing TAP funded project.

If you have any questions, regarding this item, please contact me at 418.8653, or email jstacey@bentonvillear.com.

Attachments:
ARDOT Letter



April 16, 2025

The Honorable Stephanie Orman
Mayor of Bentonville
305 SW A St.
Bentonville, AR 72712

Re: Job 090759
Bentonville Elm Tree Rd. Sidepath
(TAP-24) (S)
Benton County

Dear Mayor Orman:

Reference is made to the Bentonville Elm Tree Road Sidepath project which was awarded Transportation Alternatives Program (TAP) funding. In order to proceed, you and your attorney must sign the enclosed Agreement of Understanding. Please submit the signed Agreement and referenced forms within the next 60 days.

A copy of the Agreement of Understanding will be returned to you once fully executed. When submitting the Agreement to the Department for execution, you will also need to complete Form LPA-005, Form LPA-018, and Form LPA-019. All referenced forms are available in digital format at www.ardot.gov/LPA.

If you have any questions, please contact our Local Programs Grant Procurement Section at (479) 360-7161 or LPA@ardot.gov.

Sincerely,



Kell Wylie, P.E.
Assistant Chief Engineer
Program Delivery

Enclosure

- c: Chief Engineer – Operations
- Chief Engineer – Preconstruction
- Local Programs
- Program Management
- District 9
- Tim Conklin, Executive Director, NWARPC
- Job 090759 'C' File

**AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF BENTONVILLE
AND**

THE ARKANSAS DEPARTMENT OF TRANSPORTATION

In Cooperation with the
U. S. Department of Transportation Federal Highway Administration

RELATIVE TO

Implementation of **Job 090759, Bentonville Elm Tree Rd. Sidepath (TAP-24) (S)** (hereinafter called the "Project") as an Arkansas Transportation Alternatives Program (TAP) project.

WHEREAS, the City of Bentonville (hereinafter called the "Sponsor") has expressed its desire to use Federal-aid TAP funds for the eligible Project and to provide necessary matching funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas Department of Transportation (hereinafter called the "Department") Resolution No. 5-14-24-G from the Sponsor's governing body authorizing the Sponsor's Chief Executive Officer (CEO), or their designated representative, to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding in the Infrastructure Investment and Jobs Act (IIJA) includes Federal-aid TAP funds for certain local projects with the following cost share:

	<u>Maximum Federal %</u>	<u>Minimum Sponsor %</u>
Preliminary Engineering by Consultant	80	20
Environmental	80	20
Right of Way/Utilities	80	20
Construction	80	20
Construction Engineering by Consultant	80	20
Department Administrative Cost	0	100

WHEREAS, funding participation will be subject to a limit of **\$500,000** maximum Federal-aid TAP funds for the **construction phase** of the Project and approved obligation limitation; and

WHEREAS, the Sponsor understands that these funds have been awarded for specific project purposes, not for the Sponsor to utilize until expended; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Form LPA-001) and that, as part of these requirements, the Department may set goals for DBE participation in the Project ranging from 0% to 100% that are practical and related to the potential availability of DBEs in desired areas of expertise; and

WHEREAS, the Department has published the Arkansas Local Public Agency Project Manual (available at www.ardot.gov/LPA) which outlines procedures and requirements which must be followed during development and construction of the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third-party benefit or right to any person or entity not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation of the Project and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day-to-day oversight of the Project (Form LPA-005). If the designated full time employee changes, the Sponsor must notify the Department by resubmitting Form LPA-005. The duties and functions of this person are:
 - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - Maintain familiarity of day-to-day project operations, including project safety issues;
 - Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - During construction, visit and review the project daily;
 - Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - Direct project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation; and
 - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Submit the Revision of Project Scope and Budget (Form LPA-004) if a modification to the Project scope is needed.
3. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Form LPA-002) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**
 - Make periodic payments to the consultant for preconstruction phases of the Project and request reimbursement from the Department.
 - Request reimbursement from the Department for eligible expenditures related to preconstruction phases of the Project. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.
4. If desired, request that the Department contract with one of its on-call consultants on behalf of the Sponsor.
 - Execute a task order with the Department and the selected on-call consultant for implementation of selected phases of the Project.
 - Make periodic payments to the on-call consultant for work accomplished in accordance with the task order.
 - Request reimbursement from the Department for eligible on-call consultant related costs incurred for the project. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

5. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the project if the project includes design of structural components. (See Form LPA-003 for items to be included in the bid proposal.) Plans which include the design of only non-infrastructure components will not require a registered stamp.
6. Be responsible for any necessary coordination with affected railroads including preliminary and final plan review and for executing any formal railroad maintenance and construction agreements that may be necessary for the project. This includes ensuring that potential bidders are aware of railroad coordination required during construction, including flagging services and insurance.
7. Submit plans at 30%, 60%, and 90% completion stages for Department review according to the deadline schedule.
8. Submit the following deliverables for the Project by the listed deadline or risk possible cancellation of the Federal-aid award or significant delay of the Project. If a deadline is missed, the Sponsor may be required to submit a reason for the delay and request a time extension in writing.

Deliverables	Deadlines
Signed Agreement of Understanding for Execution by the Department	60 Days following receipt of the Draft Agreement of Understanding
30% Complete Plans for Review	90 Days following receipt of the Executed Agreement of Understanding
60% Complete Plans for Review	90 Days from the return of Department comments on previous set of plans
90% Complete Plans for Review	90 Days from the return of Department comments on previous set of plans
Final Plans, Bid Documents, and Request for Authority to Advertise	90 Days from the return of Department comments on previous set of plans

9. Complete the process for all permits that might be required for the project. This could include, but is not limited to, the US Army Corp of Engineers Section 404 permit; and the Arkansas Department of Environmental Quality's Section 401 Water Quality Certification, Short Term Activity Authorization, and National Pollutant Discharge Elimination System permit. The Section 404 permitting application(s) and/or determination information should be submitted with the plans to the Department to aid in the completion of the environmental documentation.
10. Provide any necessary higher levels of investigation for the required environmental document should the Project have uncertain or significant cultural, environmental or social impacts; have a likelihood of generating controversy; and/or possible economic impacts. For projects located on federal lands, the Sponsor must submit a completed environmental document for the Project, approved by the agency with authority over the federal lands.
11. Comply with provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, FHWA TAP Guidance, and any other Federal, State, and/or local laws, rules and/or regulations. (See Form LPA-003 for items to be included in the bid proposal).

12. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right of way and adjusting utilities in conformance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
13. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").
14. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right of way to be used for the Project and the land is accessible to the general public for recreational or transportation purposes (See Form LPA-007). If property has been acquired for the Project, use Form LPA-006 for certification of the right of way.
15. Ensure the preparation of utility adjustment and right of way plans are in accordance with Arkansas State Highway Commission Policy.
16. Submit a certification letter (Form LPA-008), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.
17. Advertise for bids in accordance with federal procedures as shown in Form LPA-010. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
18. Forward a copy of all addenda to the Project during the advertisement to the Department.
19. After bids are opened and reviewed, submit a certification (Form LPA-012), including all items noted, to the Department and request concurrence in award of the contract.
20. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**
21. Construct the Project in accordance to plans and specifications that were developed by the Sponsor, or the Sponsor's representative, and were reviewed and approved by the Department prior to the issuance of the Notice to Proceed.
22. Perform construction inspection in accordance with the Guideline for Inspection of Locally Administered Construction Contracts for Transportation Alternatives Program (TAP) Projects and Recreational Trails Program (RTP) Projects (Form LPA-023).
23. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCR) form (Form LPA-014). Requests for reimbursement must be made at least once every three (3) months that construction projects are active to avoid being placed on the FHWA inactive project list, which risks project funding.
24. Attach Report of Daily Work Performed (Form LPA-015) for all days that correspond with each CCR submittal.
25. Prior to executing the work, submit change orders (Form LPA-022) to the contract to the Department's Resident Engineer assigned to the project for review and approval for program eligibility.

26. Upon project completion hold a final acceptance meeting for the Project and submit the Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Form LPA-016). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.
27. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement, and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
28. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
29. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.
30. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents, or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance, or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance, or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents, and contractors.
31. 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 Part 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, (Form LPA-029).
32. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in

accordance with requirements of 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Form LPA-017).

33. Grant the right of access to Sponsor's records pertinent to this Project and the right to audit by the Department and FHWA officials.
34. Be responsible for its portion of the total project cost and Department administration costs. The funds to be submitted for Department administrative costs shall have a maximum value equaling 1% of the TAP and/or RTP award.
35. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
36. Be responsible for 100% of any and all expenditures for which federal funds do not participate or that are not approved for federal funds.
37. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Form LPA-018), which is necessary for Project participation.
38. Repay to the Department the federal share of the cost of any portion of this Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. 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.
39. Repay all federal funds if this is determined necessary for any reason.
40. Retain total, direct control over the Project throughout the life of the improvements and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project as approved;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of a project due to the Project's obsolescence.
41. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of Federal funds and may result in the withholding of all future Federal-aid funds.
42. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$750,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$750,000 threshold is subject to change after OMB periodic reviews.
43. Promptly notify the Department if the Project is rendered unfit for continued use by natural disaster or other cause.
44. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Form LPA-019).

45. After each quarter of the calendar year, complete and transmit to the Department the LPA Project Quarterly Report Form (Form LPA-020) until the project is complete.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Request review from the Arkansas Historic Preservation Program (AHPP).
3. Execute a task order with the Sponsor and the selected on-call consultant for implementation of the Project when requested by the Sponsor.
4. Request funds from the Sponsor within the terms described heretofore.
5. Provide routine environmental documentation for the Project.
6. Notify the Sponsor when right of way and/or utility plans are approved, and the Sponsor may proceed with right of way acquisition and/or utility adjustments.
7. Upon receipt of the Sponsor's certification of right of way (property) ownership, provide the appropriate documentation to the file.
8. Review plans and specifications for project/program eligibility.
9. Reimburse the Sponsor 80% (Federal-aid share) for all eligible costs related to preconstruction phases of the Project.
10. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
11. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
12. Review bid tabulations and concur in award of the construction contract for the Project.
13. Participate in the Sponsor's preconstruction and final acceptance meetings.
14. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.
15. Review and approve any necessary change orders for project/program eligibility.
16. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs up to the maximum Federal-aid amount as approved in the CCR form (Form LPA-014). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
17. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified Final Acceptance Report form (Form LPA-016).
18. Provide all form updates via email to the contact as shown on Form LPA-005.

IT IS FURTHER AGREED that Department reserves the right to cancel the Project without liability against the Department for any reason including, but not limited to, unreasonable delay or lack of progress, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process, or the Sponsor is unresponsive to Department requests.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving all future Federal-aid funds administered by the Department.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the Project or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this _____ day of _____, 20____.

**ARKANSAS DEPARTMENT OF
TRANSPORTATION**

THE CITY OF BENTONVILLE

Jared D. Wiley, P.E.
Director

Stephanie Orman
Mayor

Nicholas Henry
City Attorney

All Forms referenced in this Agreement are available in digital format on the Department's webpage www.ardot.gov/LPA.

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (ARDOT) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in ARDOT's programs and activities, as well as ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ARDOT's nondiscrimination policies may be directed to Civil Rights Officer Joanna P. McFadden (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov.

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape, and in Braille.

**GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING DISADVANTAGED BUSINESS ENTERPRISES**

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall substitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

LOCAL AGENCY
CONSULTANT SELECTION PROCEDURES

Section I – Application (These procedures do not apply to Design-Build Contracts.)

These procedures apply to federally and state funded contracts for engineering and design related services for projects and are issued to ensure that a qualified consultant is obtained through an equitable qualifications-based selection procurement process and that the prescribed work is properly accomplished in a timely manner at a fair and reasonable cost.

Engineering and design related services are defined in 23 Code of Federal Regulations (CFR) Part 172 to include program management, construction management, preliminary engineering, design engineering, surveying mapping, or architectural related services with respect to a highway construction project. These services also include professional services of an architectural or engineering nature, as defined by State law, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project. Contracts for these services that are paid with Federal-aid highway program (FAHP) funding will be awarded following these selection procedures.

The federal laws and regulations that govern the procurement of engineering and design related services with FAHP funds are:

- 23 United States Code (U.S.C.) 106 “Project approval and oversight”
- 23 U.S.C. 112 “Letting of contracts”
- 23 U.S.C. 114(a) “Construction Work In General”
- 23 U.S.C. 302 “State transportation department”
- 23 U.S.C. 315 “Rules, regulations, and recommendations”
- 23 U.S.C. 402 “Highway safety programs”
- 40 U.S.C. Chapter 11 – Selection of Architects and Engineers, §§1101 *et seq.*, commonly called the “Brooks Act”
- 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 23 CFR Part 172 “Procurement, Management, and Administration of Engineering and Design Related Services”
- 48 CFR Part 31 “Contract Cost Principles and Procedures”
- 49 CFR Part 1.48(b) “The Federal Highway Administrator is delegated authority to administer the following provisions of title 23, Highways, U.S.C.”

In accordance with the above federal laws and regulations, the Arkansas Department of Transportation (Department) has approved these procedures for use by

the Local Agency for the “competitive negotiation” (qualifications-based selection) method of procurement as defined in 23 CFR §172.7, Procurement Methods and Procedures that complies with the Brooks Act (40 U.S.C. §§1101, *et seq.*).

The Local Agency will use these procedures for Federal-aid contracts and may elect to use them for non-Federal-aid contracts.

Section II – Advertisement for Letters of Interest

The Local Agency may employ a consultant engineering firm when a need exists for engineering services, and it is in the Local Agency’s best interest to employ an engineer or engineering firm.

As a minimum, the Local Agency will advertise in a statewide newspaper, the Department’s website and the Local Agency’s website (if available), advising that consultant engineering services are being sought. In addition, the Local Agency may advertise in appropriate national trade magazines or websites for specialized services.

Interested firms must furnish:

1. A cover letter with the firm’s response including primary contact information.
2. The firm’s completed Architect-Engineer Qualifications Standard Form (SF) 330 Parts I and II (48 CFR §53.236-2(b)). (SF 330 is available on the Department’s website.)
http://arkansashighways.com/consultant_services/advertisements/advertisements.aspx
3. A current copy of the firm’s equal employment opportunity policy required per Arkansas Code Annotated (Ark. Code Ann.) §19-11-104.
4. The firm’s current copy (within 12 months) of the Department and Finance and Administration (DFA) Illegal Immigrant Contractor Disclosure Form (Ark. Code Ann. §19-11-105).
<https://www.ark.org/dfa/immigrant/index.php/user/welcome>

Advertisements may be for either a specific single project; a group of projects; or for an on-call or indefinite delivery/indefinite quantity (IDIQ) for an established contract period (not to exceed 5 years), to be determined at a later date with specific task orders issued for each project. (23 CFR §172.9(a))

When advertising a specific project, the advertisement will describe the work in general terms allowing firms to evaluate their interest in performing the desired services.

When advertising a group of projects, a general description of work will be furnished. Firms will be asked to specify the projects they are interested in performing. When the Local Agency decides to proceed with a certain project, those firms having expressed interest in that project will be considered for selection.

When advertising for an on-call / IDIQ projects with later specified task orders, the advertisement will include a general description of work for the project task and the number of consultants anticipated to be selected.

If a solicitation fails to yield three qualified respondents, then the Local Agency may proceed with evaluation and selection if the Local Agency and the Department determines that the solicitation did not contain conditions or requirements that arbitrarily limited competition. Alternatively, the Local Agency may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

Solicitations will include language to comply with state procurement laws, rules, and regulations including but not limited to Ethical Standards (Ark. Code Ann. §19-11-708), Employee and Relative Disclosure, and Equal Opportunity Policy.

Interested firms are advised that in order to comply with state and federal requirements that the Local Agency will verify suspension and debarment actions and eligibility status of consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.

Ark. Code Ann. §§19-11-701 through 19-11-714 addresses ethics and conflicts of interest. Federal regulations about conflicts of interest are described in 2 CFR §200.112, 23 CFR §1.33, and provisions of 23 CFR §172.7(4). No Local Agency employee may participate in selection, award or administration of a contract in which the Local Agency employee or any member of his or her immediate family has a financial, prospective financial, or other interest. Additionally, in accordance with Ark. Code Ann. §19-11-704(b) it is a breach of ethical standards for any person, including potential consultants, or parties to subagreements to engage in any conduct or behavior with other consultants, contractors, cities, counties, state agencies, or metropolitan/local planning organizations that may influence any public employee to breach the standards of ethical conduct provided by state and federal laws.

Section III – Selection Committee

The Local Agency will designate a Selection Committee (Committee) to evaluate and analyze the letters of interest (LOI) and proposals.

Section IV – Evaluation of Letters of Interest

The Committee will evaluate each consultant firm based on the criteria provided in the detailed LOIs in general as follows:

No.	Evaluation Factors for LOIs	Maximum Points Possible
1	Professional staff including the education, experience, number of personnel available, and any partnerships with sub-consultants	10
2	General and professional reputation, including responsiveness to civil rights and equal employment opportunity requirements and opportunities	10
3	*Past work performance	10
4	Experience with projects of a similar nature as those advertised	10
	Total Points for LOI	40

*Past performance or evaluations from other clients will be considered when the firm has not worked for the Local Agency previously.

Following their review, the Committee will prepare a short list (minimum of three) of the top ranked engineering firms and recommend that these firms submit detailed proposals for further evaluation.

Section V – Request for Proposal

The Local Agency will prepare a scope of work statement and request proposals from the engineering firms on the short list. For projects with FHWA oversight, which are identified by FHWA as Projects of Division Interest (PoDI) projects, the Local Agency will forward the scope of work statement to the Department and FHWA for review and approval before soliciting request for proposals (RFPs). A Local Agency's scope of work will typically include the following:

1. A detailed purpose and description of the work,
2. Services that will be furnished by the Local Agency,
3. Services that will be furnished by the consultant,
4. Deliverables to be provided,
5. Project conditions of the work,
6. Schedule for performance of the work,
7. Special conditions of the work including applicable standards, specifications, and policies, and
8. Assurance of participation of certified Disadvantaged Business Enterprises (DBE) in Federal-aid projects as Department goals for the Project are established.

The short-listed firms should submit proposals that contain the following:

1. A cover letter with primary contact information,
2. A detailed work plan that identifies the major tasks of work,
3. A list of major concerns associated with completing the work,
4. A detailed work schedule for specific projects as requested,
5. A manpower estimate for specific projects as requested, and
6. Updated Standard Form 330 Parts I and II, if necessary.

The Committee will review the proposals with particular attention to the five (5) listed evaluation factors for the proposals and will also consider the results determined in Section IV. The evaluation factors and their relative importance will be listed in the RFP if any of the factors are different from the list below.

No.	Evaluation Factors for Proposals	Maximum Points Possible
1	Obvious indication that the scope of work is clearly understood	20
2	Comprehensive, coherent, and detailed work plan	20
3	Realistic work schedule when applicable	10
4	Proposed working office location, need for a local office, and any local representative*	5
5	Identification of sub-consultants and responsiveness to DBE goals and opportunities	5
6	Total Points for LOI	40
Total Points for Proposals		100

*Locality preference shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. (Consultants indicating that it will satisfy this factor in some manner, such as establishing a local project office, shall be considered to have satisfied this factor.)

Based on these evaluation factors, the Committee will rank the consultants based on the total score and submit the list to the Local Agency who will either:

1. Select one (1) firm to enter negotiations with; or
2. Select
 - a. Multiple firms for an IDIQ contract; or
 - b. Three or more firms to interview (a firm may present additional information concerning their proposal at the interview). After the interviews, the Committee will re-evaluate the firms based on the interview and the same evaluation factors as noted previously. The ranking list will be submitted to the Local Agency for review and final selection.

The Local Agency’s contract file will contain records of the rankings and supporting data; however, the rankings will not be public information. Copies of the LOI advertisement, the rankings, and supporting data shall be submitted to the Department.

Notification must be provided to all responding consultants of the final selection of the most qualified consultant including the ranking of the top three consultants on projects where only one consultant is selected.

Section VI – Negotiation and Contract Preparation

Once a firm is selected for negotiation for a specific job or a group of projects, it will prepare a draft contract including a cost estimate for the project(s). The other firms on the short list will be advised of the firm selected, subject to successful negotiations. Prior to receipt or review of the draft contract and cost estimate, the Local Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct cost and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation to ensure a fair and reasonable cost is obtained.

More than one firm may be selected for an on-call or IDIQ contract. The contract will establish a maximum ceiling price for work issued under the contract as well as an expiration date not to exceed 5 years, per 23 CFR Part 172. Individual task order cost estimates will be negotiated when issued.

The selected firm will prepare a draft contract based on a sample contract furnished by the Department. In accordance with the principles of 23 CFR 172, the draft contract must include an overhead rate that is approved by the Department. If the contract exceeds \$250,000, in accordance with the Department's Indirect Cost Rate Audit Requirements, the indirect cost rate shall be verified through an audit performed by a certified public accountant on behalf of the consultant. If the contract is less than \$250,000, and at least one of these conditions applies:

1. When there is insufficient knowledge of the consultant's accounting system
2. When there is previous unfavorable experience regarding the reliability of the consultant's accounting system
3. When the contract involves procurement of new equipment or supplies for which cost experience is lacking

then the Consultant shall provide the indirect cost rate verified through an audit performed by a certified public accountant on behalf of the consultant. The certified audit shall be provided by the selected firm prior to the submission of the final draft contract.

Pursuant to this requirement, the Department will notify the Local Agency if an audit by a certified public accountant for the selected firm is necessary. The certified audit needs to be provided by the selected firm prior to the submission of the final draft contract.

The Local Agency will review the draft contract proposal and either approve it as submitted or enter into negotiations with the selected firm to establish a contract and contract ceiling price that the Local Agency deems is fair and reasonable. If a satisfactory contract cannot be negotiated with the selected firm, negotiations will be

formally terminated. The Local Agency will then enter into negotiations with the second ranked firm. If negotiations with that firm fail, the Local Agency will formally terminate those negotiations and begin to negotiate with the third ranked firm, and so on. If the Local Agency cannot negotiate a satisfactory contract with any of the firms on the short list, the Local Agency shall either:

1. Request proposals from additional firms who have submitted LOIs and are considered competent and qualified; evaluate and rank the firms based on the criteria described in Section V; and continue the negotiation process, or
2. Terminate all negotiations and begin the selection process again, or
3. Pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

When the Local Agency and the consultant agree the negotiated contract is fair and reasonable, the consultant will prepare a final draft and submit it to the Local Agency and the Department for review. After review and a determination that it is acceptable, the consultant will sign the contract. The Local Agency will then execute the contract. The contract will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed contract will be distributed within the Local Agency and to the consultant.

For projects with FHWA oversight and for on-call or IDIQ contracts where the consultant performs a management role utilizing federal funds, the Department will forward the initial and final drafts of the contract to FHWA for review and comment. The FHWA approves the final executed contract by stamp and signature and retains a copy.

After the Local Agency executes an on-call or IDIQ contract, it will assign specific projects by task order for the duration of the contract period. The consultant will prepare each task order based on the scope of work furnished by the Local Agency. The task order will include a manpower estimate and cost. The Local Agency will review the task order and approve it as submitted or negotiate with the consultant to establish a task order and task order amount that the Local Agency deems is fair and reasonable. After review and a determination that the task order is acceptable, the consultant will sign the task order. The Local Agency will then execute the task order. The task order will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed task order will be distributed within the Local Agency and to the consultant.

For PoDI projects, the Department will forward the initial and final drafts of the task order to FHWA for review, comment, and approval. Upon FHWA approval, the final task order is executed.

Section VII – Monitoring the Contract

The Local Agency may designate staff members as key liaisons for specific projects or for technical matters during the administration of the contract period.

The Local Agency will:

1. Maintain the contract files,
2. Arrange and attend periodic progress meetings,
3. Coordinate reviews and approval actions with other agencies when necessary,
4. Review progress payments,
5. Coordinate questions from the consultant,
6. Negotiate any change or amendment to the contract and submit to the Department for review and approval, and
7. Prepare an evaluation of the consultant's performance after completion of the contract. A copy of the evaluation shall be submitted to the Department.

Section VIII – Consultant Liability

The Local Agency will include a contract requirement that the consultant will warrant that all services and work products provided as part of the contract are performed in accordance to the prevailing industry standards, including standards of conduct and care, format and content, meet the satisfaction of the Local Agency, and conform to the requirements of the Agreement. This warrant is effective regardless of the degree of inspection and acceptance by the Local Agency or others.

If the consultant is required to correct or re-perform any work or services, the work will be performed at no cost to the Local Agency, and any work or services corrected or re-performed by the consultant shall also be warranted that it is free from defects in workmanship in accordance with industry standards. If the consultant fails or refuses to correct or re-perform, the Local Agency may, by contract or otherwise, correct or replace the deficient items or services with similar work or services, and charge the cost to the consultant or make an equitable adjustment in the consultant's reimbursement.

Acceptance is an act of an authorized representative of the Local Agency by which the Local Agency approves specific services, as partial or complete performance of the contract. Correction is the elimination of a defect.

REQUIRED CONTENTS OF BIDDING PROPOSALS FEDERAL-AID PROJECTS

1) **FHWA-1273**

Each set of contract documents shall include FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," and such supplements that may modify the FHWA-1273. Copies of FHWA-1273 and supplements will be provided by the Department.

2) **Anti-Collusion and Debarment Certification**

The certification shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the law of the United States. The required form for the Anti-Collusion and Debarment Certification will be provided by the Department. The certification includes:

- Anti-collusion - A statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or in-directly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.
- Debarment - A statement regarding debarment, suspension, ineligibility and voluntary exclusion as required by Title 2 of the United States Code of Federal Regulations, Part 180 (2 CFR Part 180).

Failure to submit the executed Certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

3) **Lobbying Certification**

This certification is required by 49 CFR 20. The form for this certification will be provided by the Department.

4) **Davis-Bacon Pre-determined Minimum Wage Rates**

Davis-Bacon requirements apply to all projects greater than \$2,000 that are physically located within the existing right-of-way of a functionally classified city street or highway. The Davis-Bacon wage rates will be provided by the Department.

5) **"Build America, Buy America" Provisions**

Because federal highway funds are included in this project, "Build America, Buy America" requirements, as specified in Title 23 of the United States Code Section 313 and Title 23 of the Code of Federal Regulations Section 635.410, apply to this project. A section of the bidding documents should specify these requirements as part of the project and it should at least be noted in the advertisement for bids.

Please Print on Sponsor Letterhead
Revision of Project Scope and Budget

DATE

Mr. David Siskowski
Division Head – Local Programs
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job #**
Job Name
County

Dear Mr. Siskowski:

The scope and/or budget for the project has/have been revised. I certify that:

- 1) The length of the project will be _____ feet and be _____ feet wide with a/an _____ surface.
- 2) Other project changes are as follows: _____.
- 3) Two maps are attached. One is the project location map, and the other is a close up map that shows the project termini.
- 4) The revised budget is \$ _____ Federal-aid and \$ _____ Sponsor funds for a total project budget of \$ _____.

Any substantial changes to the above information will be submitted in writing to ARDOT.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Attachments

*Please Print on Sponsor Letterhead
(Designating Full-Time Employee
in Responsible Charge)*

DATE

Mr. David Siskowski
Division Head – Local Programs
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job #**
Job Name
County

Dear Mr. Siskowski:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be (***INSERT NAME OF EMPLOYEE & TITLE***). This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at (***INSERT PHONE NUMBER***) or by email at (***INSERT EMAIL ADDRESS***).

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

SPONSOR LETTERHEAD

JOB NUMBER
JOB NAME
COUNTY

Title to the right of way necessary for the construction of this project has been acquired, *or will be acquired*, in accordance with applicable Federal Highway Administration procedures.

↓ indicate total number in each category here. Delete any categories not used in this job.

- ___ Tract(s)
 - ___ Options(s)
 - ___ Paid
 - ___ Donation(s)
 - ___ Negotiation Pending* - include tract number(s) and statement: "It is anticipated that this/these tract(s) will be acquired by (date)."
 - ___ Condemnation(s) – (include Order of Possession date or date the Court Order was filed)
 - ___ Condemnation(s) Pending* - include tract number(s) and anticipated filing date
- * If applicable

↓delete the statement in each pair that does not apply

There are no displacees on this project.

-Or-

Relocation Assistance has been provided in accordance with applicable Federal Highway Administration procedures and all displacees have moved from this project. There was/were # displaced (residence(s)/business(es)/personal property/etc) on the project.

There are no structures located within the right of way area.

-Or-

All structures have been removed from this project, except for those to be included as demolition items in the highway contract.

No conflicting utilities are known to exist in the right of way area.

-Or-

Necessary utility relocation has been, or will be, completed as shown in the attached Utility Status Report.

There are no railroads involved on this project

-OR-

Tract(s) # ___ shown above include(s) # ___ (Permanent/Temporary Construction Easements) for ___ Railroad.

No right of way in excess of that needed for construction or future maintenance of this project was acquired.

Certified by: _____ Date: _____
(Type name)
(Type title)

SPONSOR LETTERHEAD

JOB NUMBER
JOB NAME
COUNTY

Title to the right of way necessary for the construction of this project was in public ownership prior to project development. No additional right of way was acquired.

There are no displacees on this project.

There are no structures located within the right of way area.

There are no railroads involved on this project.

No known conflicting utilities exist within the right of way area.

Certified by: _____ Date: _____
(Type name)
(Type title)

*PLEASE PRINT ON SPONSOR LETTERHEAD
CERTIFICATION LETTER
REQUESTING AUTHORITY TO ADVERTISE*

DATE

Ms. Jessie Jones, P.E.
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job #**
Job Name
County

Dear Ms. Jones:

The following documents are submitted concerning the referenced project:

1. One set of plans and specifications.
2. A copy of the preliminary estimate of cost.
3. An unexecuted copy of the bid proposal form.

I certify that the plans, specifications and estimate were prepared by or under the direct supervision of a Professional Engineer licensed to practice in the State of Arkansas and that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

I understand that if any project items are declared non-participating in federal funds due to failure to comply with any State or federal requirements, the ***(Sponsor Name)*** will promptly repay such funds to the Arkansas Department of Transportation (ARDOT). Further, I hereby authorize the Director of the Arkansas State Department of Finance and Administration to transfer such funds from the ***(Sponsor Name)***'s Motor Fuel Tax allotment to the ARDOT's RRA Fund upon notification by the ARDOT Director of that such funds are due ARDOT and have not been paid by the ***(Sponsor Name)***.

Approval to proceed with advertisement of the project for bids is requested.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Enclosures

GUIDELINES FOR ADVERTISING AND OPENING BIDS FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas Department of Transportation (Department), the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks (21 days).
- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of two times in a statewide newspaper (online or print versions are acceptable).
- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.
- The Sponsor will forward a copy of the approved advertisement to the Department once advertisement starts. Any addenda will also be sent to the Department during the advertisement period.

- The Sponsor will include the following language in the solicitation for bids:

“The **(INSERT SPONSOR NAME)** hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.”

“Build America, Buy America provisions apply to this project.”

- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read aloud (the sponsor may choose to read the bids item by item).
- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.
- In accordance with 23 CFR 635.110, any procedures and requirements for qualifying and licensing contractors must be approved by the Federal Highway Administration.
- **Negotiation with contractors during the period following the opening of bids and before the award of the contract is strictly prohibited.**

PLEASE PRINT ON SPONSOR LETTERHEAD
CERTIFICATION LETTER
REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

Ms. Jessie Jones, P.E.
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: **Job #**
Job Name
County

Dear Ms. Jones:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. A check for the ARDOT administration fee (1% of the low bid, not to exceed 1% of the Federal-aid funding plus required match).
3. Justification of award (if low bid amount is greater than 10% over the estimate).

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the *(Sponsor Name)*'s Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Your concurrence in the award of this contract to **(INSERT CONTRACTOR NAME)** for **(INSERT LOW BID AMOUNT)** is requested.

Sincerely,

Sponsor's CEO

Sponsor's Attorney

Enclosures

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Revised: 12/11/20

PAGE 1 OF 2 PAGES

Job No.: _____	Payee/Sponsor: _____	DATE: _____
FAP: _____	address _____	
County: _____	_____	PAY REQUEST # _____
Job Name.: _____	Federal Tax ID No.: _____	FROM: _____ TO: _____

SPONSOR'S REQUEST FOR PAYMENT

1 Maximum Approved Federal-aid Amount	_____
2 Original Contract Amount	_____
3 Net Changes by Change Orders	_____
4 Present Contract Total	_____
5 Present Federal-aid Amount (80% of Line 4 or Amount on Line 1, whichever is less)	_____
6 Work Completed to Date	_____
7 Federal Match (80% of Line 6 or amount on Line 5, whichever is less)	_____
8 Previous Reimbursements (Federal)	_____
9 Amount Due this Estimate (subtract Line 8 from Line 7)	_____

Designated Full Time Employee In Responsible Charge

The information provided in this document is true and correct and I recommend that payment be made to the Contractor for this work.

By: _____ Date: _____

Title: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes previously approved		
Total approved this Request Period		
TOTALS		
NET CHANGES by Change Order (Line 3 above)		

Sponsor's CEO

Payment is requested from the Arkansas Department of Transportation for the Amount Due. I certify that the Contractor and/or subcontractor(s) are complying with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the work has been completed by the Contractor in accordance with the plans and specifications; and that the Contractor has been paid for this work.

By: _____ Date: _____

Title: _____

DEPARTMENT USE ONLY

Recommended for Payment in Accordance with Project Agreement _____ Resident Engineer	Approved for Payment _____ State Construction Engineer	PAID Voucher No. _____ Date: _____
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Sponsor
LPA Report of Daily Work Performed

Job Name: _____	Job No.: _____
FAP No.: _____	Contractor: _____
Date: _____	Hours Worked: _____ - _____
Report No.: _____	

Project Conditions		
<u>Site Conditions</u> <input type="checkbox"/> Useable <input type="checkbox"/> Partly Useable <input type="checkbox"/> Not Useable <hr/> Min Temp. (F) _____ Max Temp. (F) _____	<u>Weather</u> <input type="checkbox"/> Sunny <input type="checkbox"/> Partly Cloudy <input type="checkbox"/> Rain <hr/> Rainfall Amt. (in.) _____	<u>Number of Contractor's Personnel</u> <input type="checkbox"/> Laborers <input type="checkbox"/> Carpenters <input type="checkbox"/> Concrete Laborers <input type="checkbox"/> Equip. Operators <input type="checkbox"/> Electricians <input type="checkbox"/> Plumbers <input type="checkbox"/> Foreman <input type="checkbox"/> Other _____ <input type="checkbox"/> Other _____
<u>Comments</u> 		

Location and Description of Work Performed

Special Instructions and/or Conversations

Signed: _____ Designated Full-time Employee
--

SPONSOR
LPA Final Acceptance Report

Job Name:		Date:
Job No:		FAP No:
County:		Route:
Contractor:		
Date Work Began:		Date Work Completed:
Attendees:		
Remarks:		
<input type="checkbox"/> Provide Digital Photos of Completed Project (minimum of 5)		
Project Completed in Substantial Compliance with Plans and Specifications and Recommended for Final Acceptance by Sponsor		Recommended for Acceptance in Accordance with Project Agreement
_____ Engineer		_____ ARDOT Resident Engineer

<u>Project Recommended for Acceptance</u>
Designated Full-time Employee: _____

<p>I certify that the Contractor and/or subcontractor(s) have complied with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the project has been completed by the Contractor in accordance with the plans and specifications; that the Contractor has been paid for this work, and the project is hereby accepted.</p>
_____ <u>SPONSOR's</u> CEO

2 CFR Part 200**UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS****Subpart D - Post Federal Award Requirements
Record Retention and Access****§200.334 Retention requirements for records.**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer

usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§200.335 Requests for transfer of records.

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

§200.336 Methods for collection, transmission, and storage of information.

The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are

2 CFR Part 200**UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS****Subpart D - Post Federal Award Requirements
Record Retention and Access**

electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

§200.337 Access to records.

Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(a) *Extraordinary and rare circumstances.* Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(b) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

§200.338 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such

records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

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 any Federal 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.
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 Federal 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," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sponsor

Signature

Name (Sponsor's CEO)

Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements

(For more information go to <https://www.fsrs.gov/>)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (Arkansas Department of Transportation (hereinafter called ARDOT)) awarded a new Federal grant greater than or equal to \$25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **ARDOT is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to \$25,000.** As a sub-awardee, _____ shall provide the following information to ARDOT in order to fulfill FFATA reporting requirements:

- ✓ A Unique Entity Identifier (UEI) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✓ The names and total compensation of the five most highly compensated officers of the sub-awardee **if** the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee UEI: _____ UEI Expiration Date: _____

Parent (if applicable) UEI: _____ UEI Expiration Date: _____

- (B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the UEI number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes No

If "Yes" is selected, answer (C).

- (C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No

*If "Yes" is selected, visit <http://www.sec.gov/edgar.shtml> for reference.**If "No" is selected, answer (D).*

- (D) **If "No" was selected in Question "C"**, complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the UEI entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: \$ _____

2. Name: _____ Amount: \$ _____

3. Name: _____ Amount: \$ _____

4. Name: _____ Amount: \$ _____

5. Name: _____ Amount: \$ _____

LPA Project Quarterly Report Form

Date:

Job No.:	Job Name:		
F.A.P.:	Funding Program:	Year:	Quarter:
Sponsor:		Submitted By:	
Sponsor Phone:		Sponsor Email:	

Progress Report:

CURRENT PROJECT STATUS

Construction Plans:	<input type="checkbox"/> 30%	<input type="checkbox"/> 60%	<input type="checkbox"/> 90%	<input type="checkbox"/> Final
Environmental Clearance:	<input type="checkbox"/> ARDOT to Handle	<input type="checkbox"/> Preliminary	<input type="checkbox"/> Partially Complete	<input type="checkbox"/> All Permits Received <input type="checkbox"/> Date:
Right of Way Acquisition:	<input type="checkbox"/> No Acquisition Needed	<input type="checkbox"/> ROW Plans in Progress	<input type="checkbox"/> ROW Plans Approved <input type="checkbox"/> Date:	<input type="checkbox"/> Acquisition Documents Approved <input type="checkbox"/> Date:
	<input type="checkbox"/> Acquisition Underway	<input type="checkbox"/> Acquisition Complete	<input type="checkbox"/> Date:	<input type="checkbox"/> Right of Way Certification Submitted <input type="checkbox"/> Conditional <input type="checkbox"/> Final <input type="checkbox"/> Date:
Utility Relocation:	<input type="checkbox"/> Utility Relocation Not Necessary	<input type="checkbox"/> Relocation Plans Prepared <input type="checkbox"/> Date:	<input type="checkbox"/> Relocation Underway	<input type="checkbox"/> Relocation Complete <input type="checkbox"/> Date:
Authority to Advertise:	<input type="checkbox"/> Request Submitted <input type="checkbox"/> Date:	<input type="checkbox"/> ARDOT Approval Received <input type="checkbox"/> Date:	<input type="checkbox"/> Bid Opening <input type="checkbox"/> Date:	
Concurrence in Award:	<input type="checkbox"/> Request Submitted <input type="checkbox"/> Date:	<input type="checkbox"/> ARDOT Approval Received <input type="checkbox"/> Date:	<input type="checkbox"/> Contract Executed <input type="checkbox"/> Date:	
Construction:	Progress (%) 0%	Estimated Completion Date:	<input type="checkbox"/> Project Completed <input type="checkbox"/> Date:	

ARDOT Contact:

Rev. 10-2-2023

CHANGE ORDER FORM

Form LPA-022

CHANGES TO CONTRACT PRICE:

ORIGINAL CONTRACT PRICE

CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS

THE CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE (INCREASED) / (DECREASED) BY

\$ -

THE NEW CONTRACT PRICE, INCLUDING THIS CHANGE ORDER, WILL BE

\$ -

CHANGES TO CONTRACT TIME:

THE CURRENT CONTRACT TIME

_____ DAYS

THE CONTRACT TIME WILL BE (INCREASED) / (DECREASED) BY

_____ DAYS

THE CONTRACT PERIOD, INCLUDING THIS CHANGE ORDER, SHALL BE

_____ DAYS

APPROVALS:

ENGINEER: [INSERT ENGINEER NAME HERE]

CONTRACTOR: [INSERT CONTRACTOR NAME HERE]

Signature

Date

Signature

Date

OWNER: [INSERT OWNER NAME HERE]

ARDOT RESIDENT ENGINEER CONCURS

Signature

Date

Signature

Date

ARDOT LOCAL PROGRAMS APPROVES

Signature

Date

GUIDELINE FOR INSPECTION OF LOCALLY ADMINISTERED CONSTRUCTION CONTRACTS

Upon receipt of written concurrence from the Arkansas Department of Transportation in the award of the construction contract, the construction contract may be executed. The following minimum guidelines for inspection must be met:

- 1) Project must be inspected by a Professional Engineer registered to practice in the State of Arkansas.
- 2) Project must be inspected using best practices for the type of work and the Sponsor is not required to use Department inspection procedures.
- 3) Prior to beginning construction activities, the Sponsor must hold a pre-construction meeting and must invite the Department's Resident Engineer (RE) assigned to the project. At the meeting:
 - a) The Sponsor will provide the RE two sets of plans and two copies of the construction contract. (One for RE's records and one to be sent to Local Programs Division)
 - b) The RE will provide a packet of posters and notices required by the FHWA-1273 supplemental specifications.
- 4) Submit the Construction Certification and Reimbursement Request (CCRR) form to the RE for review and handling. RE to check:
 - a) Maximum federal funding available.
 - b) Signed by Sponsor's Chief Elected Official (CEO).
 - c) RE to review for math errors and compare to previously submitted CCRRs.
 - d) Page 2 of the CCRR must be submitted.
 - e) Copy of check(s) from the Sponsor to the Sponsor's Contractor and LPA Report(s) of Daily Worked Performed.
- 5) Prior to implementing change orders, the Sponsor must submit fully executed change orders to the Department's RE for Department review and approval. The change order form must include:
 - a) The Sponsor's CEO (or designated representative), Engineer, and Contractor's signature.
 - b) Description of the change and why the change was necessary.
 - c) For unit price contracts, any changes in quantities.
 - d) For new pay items, the pay item name, quantities, units, and unit price.
 - e) Time extensions.
 - f) All change orders must be reviewed and approved before beginning work except for reconciliation change orders at the end of the project.
 - g) Reconciliation changes are required for project underruns greater than 20% and for all projects greater than 10% over.
- 6) Upon completion of the Project:
 - a) Submit a CCRR form showing the work completed as the final contract amount.
 - i) This form must be submitted even if the Sponsor has been reimbursed 100% of the Federal-aid available for the Project.
 - b) Hold a final acceptance meeting in which the Sponsor's engineer, the designated full-time employee and the Department's RE must attend.
 - c) Submit the LPA Final Acceptance Report form to the RE at the final acceptance meeting.

Title VI Requirements and Responsibilities

Title VI of the Civil Rights Act of 1964, prohibits discrimination based upon race, color, and national origin. Specifically, 42 USC 2000d states that *“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”*

ARDOT is a recipient of federal funds from the U.S. Department of Transportation modal agencies, including the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). All recipients/subrecipients of federal funding must comply with the requirements of Title VI of the Civil Rights Act of 1964 and other nondiscrimination statutes, regulation, and authorities.

Therefore, the sponsor (subrecipient) must also comply with the requirements of Title VI and its responsibilities.

Upon receipt of ARDOT reimbursement, the subrecipient will be required to establish Title VI compliance. ARDOT's Title VI Coordinator or designee will contact the subrecipient to request the following information:

- **Name of designated Title VI/ADA/Section 504 Coordinator**
- **Notice of Nondiscrimination**
- **Complaint Procedure and Process**
- **Complaint Form**
- **Standard USDOT Title VI/Non-Discrimination Assurances**
 - Must be signed annually by highest ranking official

The Title VI Coordinator or designee will assist the subrecipient in establishing the information as needed. For further information or inquiries, please contact the Civil Rights Division at 501-569-2299.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT AN ARKANSAS DEPARTMENT OF TRANSPORTATION TAP GRANT, IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation Department requests approval to accept a Transportation Alternatives Program (TAP) grant from the Arkansas Department of Transportation, in the amount of five hundred thousand dollars (\$500,000.00);

WHEREAS, this grant can be used for the Elm Tree Road side path; and

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement accepting a TAP grant from the Arkansas Department of Transportation, in the amount of five hundred thousand dollars (\$500,000.00);

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



CITY OF BENTONVILLE, ARKANSAS

Purchasing Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated July 8, 2025 is made by the City of Bentonville, Arkansas (“City”) and Mo-Ark Utilities (“Contractor”), parties to the Invitation for Bid (IFB)-24-70 with Bentonville Water Department, for Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement, dated November 20, 2024 (the “Agreement”).

1. The Original Agreement that was approved by City Council on November 12, 2024, in an amount not to exceed \$500,000 per year for each contract awarded.
2. The First Contract Amendment was approved by City Council on January 14, 2025, in an amount not to exceed \$1,000,000.00 per year for each contract awarded.
3. The Second Contract Amendment was approved by City Council on April 8, 2025, in an amount not to exceed \$1,500,000.00 per year for each contract awarded.
4. The Agreement is Amended as follows:
5. The estimated total of payments for the contract is estimated to be \$2,000,000.00 per contract term.
6. This Amendment shall be effective immediately when fully executed.
7. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____
Stephanie Orman, Mayor

DATE: _____

Company Name: _____

BY: _____

Name(printed): _____

DATE: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH MO-ARK UTILITIES, INCREASING THE CONTRACT AMOUNT BY FIVE-HUNDRED THOUSAND DOLLARS (\$500,000.00); AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville has entered into a contract with Mo-Ark Utilities dated November 20, 2024, which has previously been amended twice;

WHEREAS, the need has arisen to amend the contract for a third time to continue repairs to the water service lines and reduce water loss; and

WHEREAS, a budget adjustment is needed to fund this amendment.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Mo-Ark Utilities for additional services, increasing the contract amount by five hundred thousand dollars (\$500,000.00);

Section 2: The 2025 Budget is hereby adjusted to appropriate five hundred thousand dollars (\$500,000.00) from Utility Fund Reserves into Account #503020-44450 – Public Works by Project Maintenance;

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

Section 4 - Repeal of Conflicting 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:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		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: SOQ-25-38 II Reduction Program (“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. § 19-11-801; 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 Benton County Circuit Court of Benton County, Arkansas.

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or 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** one hundred twenty thousand one hundred sixty-four dollars and zero cents (\$120,164.00), 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.

<hr/> CITY OF BENTONVILLE <hr/> CITY	<hr/> PROFESSIONAL CONSULTANT
<hr/> BY	<hr/> BY
<hr/> MAYOR <hr/> TITLE	<hr/> TITLE
<hr/> DATE SIGNED	<hr/> DATE SIGNED

APPENDIX A PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

The general scope of this work includes public inflow and infiltration (I/I) rehabilitation project deliverables and private inflow and infiltration (I/I) professional services. As part of the public I/I portion, TREKK will work with the City of Bentonville Water Utility engineers and staff to select rehabilitation methods for mainlines and manhole defects identified through completed Phase I and Phase II sanitary sewer evaluation studies (SSES). TREKK shall provide detailed information for mainline and manhole defects to be rehabilitated through rehabilitation plans and specifications. As part of the private I/I portion, TREKK will work with the City of Bentonville Water Utilities engineers and staff to provide informational communication materials, complete a review of existing ordinances, codes, and permitting requirements, notify property owners of defects identified through Phase I and Phase II SSES, complete a cost effective analysis of private I/I efforts and recommendations for future basin work.

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 in 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:
Construction Support Services, Project Management Services, Public Rehabilitation plans and assessments, Project Tracking and 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.
- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.



SCOPE OF SERVICES FOR
I/I Reduction Program – Phase I
BENTONVILLE, ARKANSAS

The general scope of this work includes public inflow and infiltration (I/I) rehabilitation project deliverables and private inflow and infiltration (I/I) professional services. As part of the public I/I portion, TREKK will work with the City of Bentonville Water Utility engineers and staff to select rehabilitation methods for mainlines and manhole defects identified through completed Phase I and Phase II sanitary sewer evaluation studies (SSES). TREKK shall provide detailed information for mainline and manhole defects to be rehabilitated through rehabilitation plans and specifications. As part of the private I/I portion, TREKK will work with the City of Bentonville Water Utilities engineers and staff to provide informational communication materials, complete a review of existing ordinances, codes, and permitting requirements, notify property owners of defects identified through Phase I and Phase II SSES, complete a cost effective analysis of private I/I efforts and recommendations for future basin work.

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).

Deliverables:

- Monthly Invoices and Project Status Reports

2. **Project Kick-Off Meeting** - The Consultant will meet with 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 services, review schedule, and confirm deliverables.

Deliverables:

- Meeting Agendas, Meeting Materials, and Meeting Minutes

3. **Project Progress Meetings and Progress Updates** - The Consultant shall attend up to six (6) - one (1) hour progress meetings during the Project to discuss complete work and necessary coordination efforts. The project manager and appropriate team leaders 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. The Consultant shall provide progress updates to BWU on a weekly basis.

Deliverables:

- Meeting Agendas, Meeting Materials, Meeting Minutes, and Progress Updates

TASK 2 – PUBLIC REHABILITATION:

Consultant shall utilize previously recommended rehabilitation efforts to develop rehabilitation plans including plan view maps identifying manholes and mainlines with detailed tables including specific rehabilitation types and methods of each manhole and mainline. Consultant shall attend up to one (1) meeting with BWU to discuss manhole rehabilitation methods, select approve methods to be included in rehabilitation plan, and review cost estimates and deliverables for recommended rehabilitation efforts.

1. **Manhole Rehabilitation Assessment** – Consultant shall coordinate with BWU to review and assess use, effectiveness, warranties, useful life, and cost of manhole rehabilitation methods that are suitable for manhole defects identified.

Deliverables:

- Summary of Manhole Rehabilitation Options Assessed

2. **Rehabilitation Plans** – Consultant shall develop rehabilitations plan view maps based on Priority 1 and Priority 2 defects identified through Phase I and Phase II sanitary sewer evaluation studies. Detailed tables with specific rehabilitation methods and quantities of each manhole and mainline will be provided. Consultant shall develop cost estimate tables for recommended rehabilitation efforts on both manholes and mainlines.

Deliverables:

- Mainline Pipe Rehabilitation Project Plans (Up to 2 Projects)
- Manhole Rehabilitation Project Plans (Up to 2 Projects)

3. **Rehabilitation Specifications** – Consultant shall review BWU’s current sewer main and manhole rehabilitation specifications. Consultant shall prepare project specific specifications for one sewer mainline rehabilitation project and one manhole rehabilitation project. Front end bid documents provided by BWU shall be utilized for project bidding. Consultant shall provide BWU with project scopes and bid schedules to be included in both mainline rehabilitation and manhole rehabilitation front end bid documents.

Deliverables:

- Mainline Pipe Rehabilitation Project Specifications (Up to 2 Projects)
- Manhole Rehabilitation Project Specifications (Up to 2 Projects)

4. **Project Bidding for Construction** – Consultant shall attend up to four (4) pre-bid meeting, assist BWU in answering bidder questions, assist BWU in delivering up to four (4) addendum, and review bids with BWU prior to contract award.

5. **Construction Administration** – Consultant shall attend up to four (4) pre-construction meetings. Consultant shall review and approve or take appropriate action with respect to shop drawings and other contractor submittals including evaluating and determining the acceptability or substitute of “or equal” materials. The Consultant shall work with BWU in response to requests for information.

6. **Pay Application Review** – Consultant shall coordinate with BWU on an as needed basis during pay application review.

7. **Post Rehabilitation Review** – Consultant shall perform post rehabilitation visual inspections as requested by BWU to confirm that work has been completed and to note any defects.
8. **Final Acceptance** – Consultant shall coordinate with BWU for final acceptance and final payment once all rehabilitation work has been completed and reviewed. Following final acceptance, the Consultant will coordinate with BWU to confirm all rehabilitation information has been integrated into GIS.

TASK 3 – PRIVATE REHABILITATION:

Consultant shall assist BWU through their implementation of private I/I reduction, with the goal of remediating private I/I defects identified through Phase I and Phase II SSES and removing illicit stormwater connections on private property.

1. **Comprehensive Review of Existing Ordinances, Codes, and Permitting Requirements** – Consultant will review existing City ordinances, codes, and permitting requirements. Consultant shall provide recommendations on adjustments that may be warranted.

Deliverables:

- Summary of Comprehensive Review and Recommendations

2. **Informational Management and Communications** – Consultant shall coordinate with BWU leadership and information staff to develop property owner outreach notification letters, communication materials (including post cards and brochures), and website materials.

Deliverables:

- Notification Letter Verbiage to Property Owners
- Notification Post Card to Property Owners
- Informational Brochure on Private I/I Defects
- Informational Social Media Post Material
- One Page of Website Material including Information and Graphics on Private I/I Defects, Rehabilitation Benefits, and Community Goals

3. **Property Owner Notifications** – Consultant shall provide and mail notification letters on BWU letterhead to property owners for private defects identified through previously completed Phase I and Phase II SSES (Up to 200 properties).

Notification letters will be mailed through a three-attempt approach (estimated with 45-day and 90-day follow ups) including property outreach notification materials developed in Task 3.4.

Deliverables:

- Mailed Notification Letters (or Post Cards) to Property Owners (Up to Three (3) Attempts)
- Property Owner Notification Tacking in GIS Dashboard

4. **Property Owner Coordination** – Consultant shall provide coordination with property owners through email and/or phone calls following property owner notifications. Consultant shall coordinate with BWU staff if there are calls or emails received that require BWU attention.

Deliverables:

- Property Owner Coordination Tracking in GIS Dashboard

TASK 4 – PROJECT TRACKING:

1. **Rehabilitation Tracking in GIS Dashboard** – Consultant shall coordinate with BWU to develop a GIS dashboard to view and track public rehabilitation project progress and private property owner notifications and rehabilitation. The GIS dashboard created will be utilized to create monthly summary reports. Consultant shall update dashboard as property owner notifications are mailed and if property owners reach out through phone or email. Consultant shall coordinate with BWU staff to answer questions that may arise as BWU tracks public project progress and private property rehabilitation

Deliverables:

- GIS Rehabilitation Tracking Dashboard

End of Scope

APPENDIX C
FEE AND SCHEDULE



TASK DESCRIPTION	Labor													Direct Expenses		Labor Total Fee	Units Total Fee	Direct Expenses Total Fee	Grand Total			
	Project Principal	Project Manager	Senior Professional Engineer	Project Engineer II	Senior Industry Specialist	Industry Specialist I	Office Technician III	Senior GIS Analyst	GIS Analyst I	GIS Analyst II	Senior Marketing Specialist	Marketing Specialist I	PMO Specialist II	Labor Hr Sub-Total	Mileage					Notification Letters		
	Billing Rate	\$308.00	\$168.00	\$247.00	\$152.00	\$268.00	\$205.00	\$89.00	\$156.00	\$137.00	\$107.00	\$226.00	\$163.00	\$121.00	\$0.70					\$1.25		
1 Project Management and Administration	4	56	8	0	2	8	0	0	0	0	0	0	14	92	70	0						
1.1 Project Management and Administration (Based on 12 Month Period)	4	32			2	2							14	50	10		\$ 8,302.00	\$ -	\$ -	\$ -	\$ 8,302.00	
1.2 Project Kick-Off Meeting (Up to 1)		4	2		2	2								10	10		\$ 2,112.00	\$ -	\$ 7.00	\$ -	\$ 2,119.00	
1.3 Project Progress Meetings (Up to 6) and Progress Updates		20	6		6	6								32	60		\$ 6,072.00	\$ -	\$ 42.00	\$ -	\$ 6,114.00	
2 Public Rehabilitation	2	66	50	168	0	2	0	2	8	20	0	0	0	318	90	0						
2.1 Manhole Rehabilitation Assessment		2	4	8		2								16	10		\$ 2,950.00	\$ -	\$ 7.00	\$ -	\$ 2,957.00	
2.2 Rehabilitation Plans	2	8	16	24				2	8	20				80			\$ 13,108.00	\$ -	\$ -	\$ -	\$ 13,108.00	
2.3 Rehabilitation Specifications		8	12	28										48			\$ 8,564.00	\$ -	\$ -	\$ -	\$ 8,564.00	
2.4 Project Bidding for Construction		12	2	12										26	40		\$ 4,334.00	\$ -	\$ 28.00	\$ -	\$ 4,362.00	
2.5 Construction Administration		16		28										44	40		\$ 6,944.00	\$ -	\$ 28.00	\$ -	\$ 6,972.00	
2.6 Pay Application Review		12		24										36			\$ 5,664.00	\$ -	\$ -	\$ -	\$ 5,664.00	
2.7 Post Rehabilitation Review		4	16	40										60			\$ 10,704.00	\$ -	\$ -	\$ -	\$ 10,704.00	
2.8 Final Acceptance		4		4										8			\$ 1,280.00	\$ -	\$ -	\$ -	\$ 1,280.00	
3 Private Rehabilitation	2	18	0	0	10	16	84	0	0	0	20	20	0	170	0	600						
3.1 Comprehensive Review of Existing Ordinances, Codes, and Permitting Requirements		2			4	8								14			\$ 3,048.00	\$ -	\$ -	\$ -	\$ 3,048.00	
3.2 Informational Management and Communications		8			4						20	20		52			\$ 10,196.00	\$ -	\$ -	\$ -	\$ 10,196.00	
3.3 Property Owner Notifications	2	8			2	8	84							104		600	\$ 11,612.00	\$ -	\$ 750.00	\$ -	\$ 12,362.00	
3.4 Property Owner Coordination		2			8	60								70		600	\$ 14,780.00	\$ -	\$ 750.00	\$ -	\$ 15,530.00	
4 Project Tracking	0	6	0	20	0	0	6	10	20	0	0	0	0	62	0	0						
4.1 Rehabilitation Tracking in GIS Dashboard		6		20			6	10	20					62			\$ 8,882.00	\$ -	\$ -	\$ -	\$ 8,882.00	
TOTAL HOURS	8	148	58	188	20	86	90	12	28	20	20	20	14	712	160	1200						
BILLING RATE	\$308.00	\$168.00	\$247.00	\$152.00	\$268.00	\$205.00	\$89.00	\$156.00	\$137.00	\$107.00	\$226.00	\$163.00	\$121.00		\$0.70	\$1.25						
TOTAL LABOR COST	\$2,464.00	\$24,864.00	\$14,326.00	\$28,576.00	\$5,360.00	\$17,630.00	\$8,010.00	\$1,872.00	\$3,836.00	\$2,140.00	\$4,520.00	\$3,260.00	\$1,694.00	\$118,552.00	\$112.00	\$1,500.00						\$ 120,164.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH TREKK DESIGN GROUP IN AN AMOUNT OF ONE-HUNDRED TWENTY THOUSAND ONE-HUNDRED SIXTY-FOUR DOLLARS (\$120,164.00); AND FOR OTHER PURPOSES.

WHEREAS, the need has arisen for the City of Bentonville to enter into a contract with TREKK Design Group to develop and implement a private I/I program and select rehabilitation methods for defects on the public system identified through the sanitary sewer evaluation study (SSES).

WHEREAS, this is a budgeted item, and no budget adjustment is necessary.

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 for services not to exceed One-Hundred Twenty Thousand One-Hundred Sixty-Four Dollars (\$120,164.00) to develop and implement a private I/I program and select rehabilitation methods for defects on the public system identified through the sanitary sewer evaluation study (SSES).

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



Consent Agenda Item

For the City Council meeting on July 8, 2025

Details

Lot Split of Lot 221 Creating Lots 22 & 23 of Railroad Addition. 221 South Main Street. DC, Downtown Core, LS25-0015

Lot Split of Lot 221 Creating Lots 22 & 23 of Railroad Addition. The plat is dedicating 450 square feet of public right of way along Southeast A Street. The lots have direct access to South Main and Southeast A Street. Lot 23 is being created for the new Dave Peel Park.



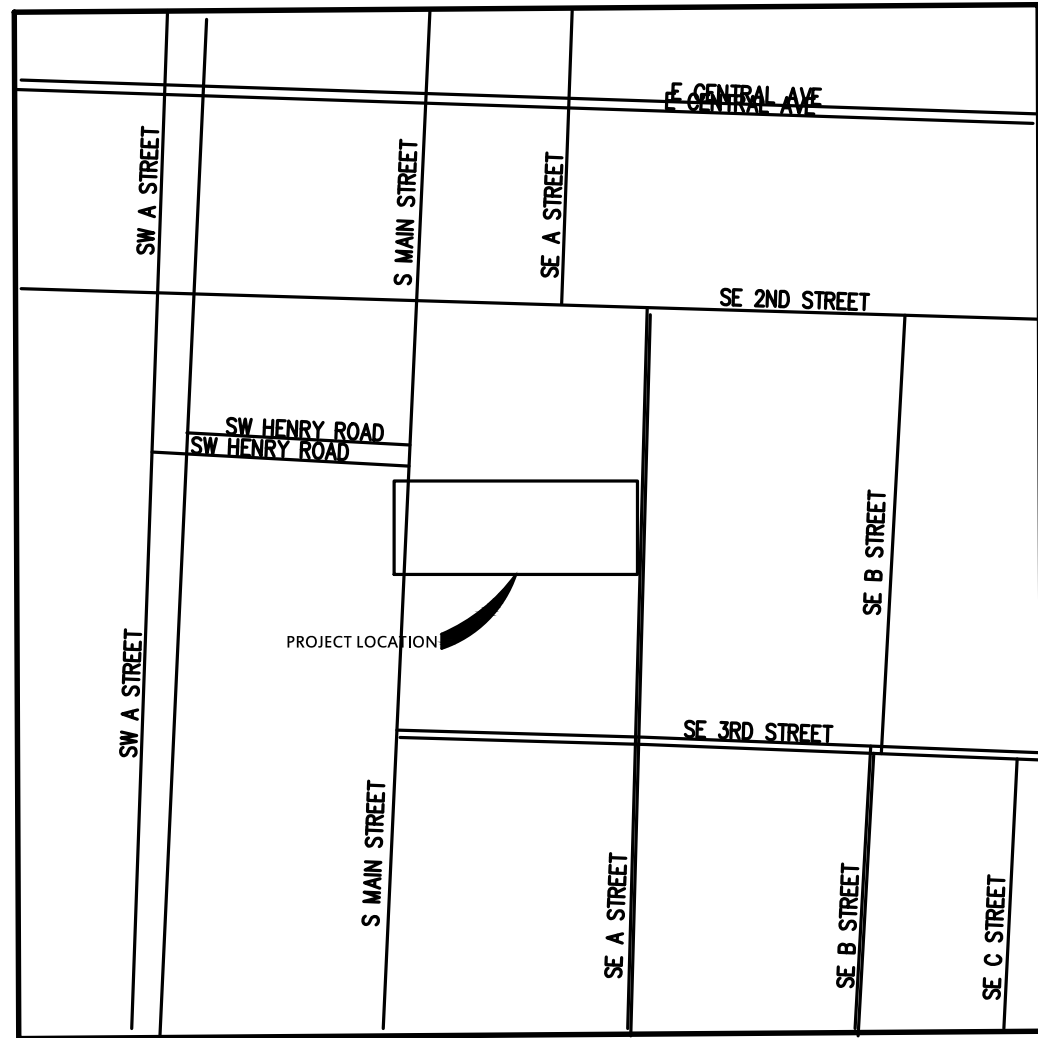
Pending PC Item



LS25-0015
Creating Lots 22 and 23 Block 2 Railroad Addition
221 S. Main St



LOT SPLIT OF 221 CREATING NEW LOTS 22 & 23 OF RAILROAD ADDITION BENTONVILLE, ARKANSAS



PARCEL NUMBER: 01-03771-000
OWNER: CITY OF BENTONVILLE
1000 SW 14TH ST
BENTONVILLE, AR 72712

SITE SURVEYOR: CRAFTON TULL
901 N. 47TH ST., SUITE 400
ROGERS, AR, 72756
JOHN.DENNIS@CRAFTONTULL.COM
479-636-4838

PARENT DESCRIPTION:

THE SOUTH 80 FEET OF LOT 3 AND THE SOUTH 90 FEET OF LOT 4 OF BLOCK 2 OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD A AT PAGE 38.

OWNER:

CITY OF BENTONVILLE
1000 SW 14th STREET
BENTONVILLE, AR. 72712
jstacey@bentonvillear.com
www.playbentonville.com

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THIS SURVEY MEETS CURRENT "ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS".

THE PROPERTY SURVEYED IS WITHIN THE MUNICIPAL LIMITS OF BENTONVILLE, AR.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DOCUMENTS:

- DEED RECORD L202451568
- UTILITY EASEMENT AND RIGHT OF WAY GRANT BOOK 2016 PAGE 26170
- DRAINAGE EASEMENT INSTRUMENT NUMBER 01179514
- PLAT RECORD BOOK A, PAGE 38
- PLAT RECORD BOOK 2015, PAGE 108
- SURVEYOR AFFIDAVIT BOOK 2015, PAGE 7779

ACCORDING TO THE CITY OF BENTONVILLE GIS WEB SITE THE PROPERTY SURVEYED IS ZONED THE FOLLOWING: ZONE D-C.

NO ATTEMPT WAS MADE TO SHOW BUILDING SETBACK LINES GRAPHICALLY ON THE SURVEY. THE DESIGNATION OR ORIENTATION OF SETBACKS THAT AFFECT THE USE OF THIS PROPERTY ARE DETERMINED BY THE LOCAL GOVERNING JURISDICTION. SETBACK DIMENSIONS WILL BE BASED ON THE ORIENTATION OF THE BUILDINGS TO BE CONSTRUCTED.

THERE MAY BE BUILDINGS AND OTHER IMPROVEMENTS ON THE PROPERTY THAT ARE NOT SHOWN ON THIS PLAT.

UNDERGROUND UTILITIES WERE OBTAINED EITHER FROM LOCATION PROVIDED BY ARKANSAS ONE CALL TICKET 241226-1066 OR SCALED FROM THE CITY OF BENTONVILLE'S GIS WEB SITE.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS, OR ANY OTHER FACTS WHICH AN ACCURATE AND COMPLETE TITLE SEARCH MAY DISCLOSE. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR IN THE COURSE OF HIS RESEARCH OF THE PROPERTY BOUNDARY. OTHER RECORD EASEMENTS, ENCUMBRANCES, OR COVENANTS MAY EXIST ON THE SURVEYED PROPERTY.

WE HEREBY GRANT TO THE CITY OF BENTONVILLE, A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS LOT SPLIT PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.

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

THIS PROPERTY IS IN FLOOD ZONE "X" AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05007C0255K, REVISED DATE JUNE 5, 2012. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP. IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO CONTACT THE CITY OF BENTONVILLE ENGINEERING AND TRANSPORTATION DEPARTMENTS AND NOTIFY SAID DEPARTMENTS ON THE INTENT AND TYPE OF THE WORK THAT WILL TAKE PLACE WITH-IN THE RIGHT-OF-WAY. WORK IN RIGHT-OF-WAY MAY REQUIRE A SEPARATE PERMIT.

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

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

ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.

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

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.

ZONING: D-C
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.

THERE ARE NO WAIVERS, VARIANCES, AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT.

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: _____

BY: _____
CITY OF BENTONVILLE, ARKANSAS

(PRINT)

SOURCE OF TITLE: DEED L202451568

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 2025
MY COMMISSION EXPIRES:

NOTARY PUBLIC _____

CONTACT INFORMATION:

a. Black Hill Energy: Josh Knight,
1301 Federal Way, PO Box 2129,
Lowell, AR 72745,
(479) 721-4543,
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

c. Cox Communications: Timothy Goss,
4901 S. 48th Street,
Springdale, AR 72762,
(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

CONTACT INFORMATION:

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

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

DATE OF EXECUTION: _____

CRAFTON, TULL & ASSOCIATES, INC.
BY JAMES W. MONTGOMERY (AGENT)

SIGNED: _____
JAMES W. MONTGOMERY (AGENT)
REGISTERED LAND SURVEYOR
NO. 1120
STATE OF ARKANSAS

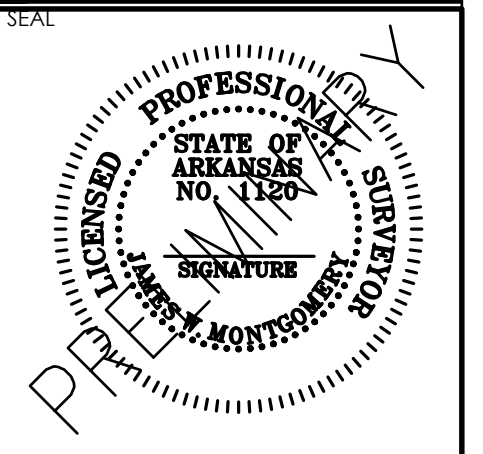
ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

STATE PLAT CODE
500-20N-30W-0-31-140-04-1120

ATLAS PAGE: 403A

CITY OF BENTONVILLE
PROJECT NUMBER: LS25-0015

STATE PLAT CODE:
500-20N-30W-0-31-140-04-1120



LOT SPLIT OF 221 SOUTH MAIN ST
CREATING NEW LOTS 22 & 23 OF RAILROAD ADDITION
BENTONVILLE, AR.

PREPARED FOR:
CITY OF BENTONVILLE, ARKANSAS

DATE: 06/17/2025
PROJECT NO.: 24111900
CONTACT: J. DENNIS

300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
479.636.4838
www.craftontull.com

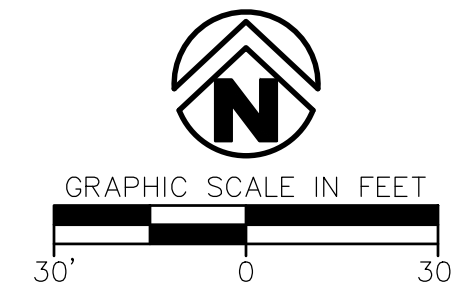
CERTIFICATE OF AUTHORIZATION:
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

DELTA	DESCRIPTION	DATE

SHEET NO.: 1 of 2

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N2° 14' 16"E	9.86'
L2	S87° 51' 32"E	0.39'
L3	S87° 45' 06"E	4.61'
L4	N87° 43' 35"W	5.00'
L5	N2° 37' 23"E	80.36'
L6	S87° 38' 41"E	12.07'

LOT SPLIT OF 221 CREATING NEW LOTS 22 & 23 OF RAILROAD ADDITION BENTONVILLE, ARKANSAS

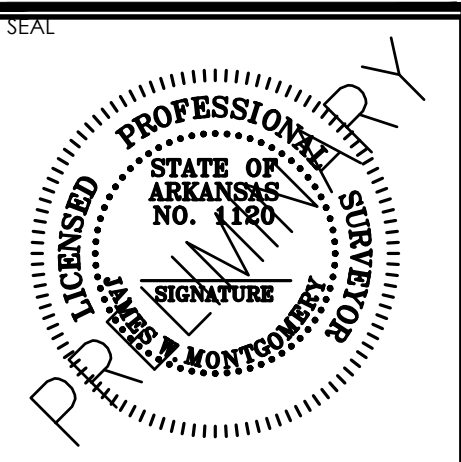
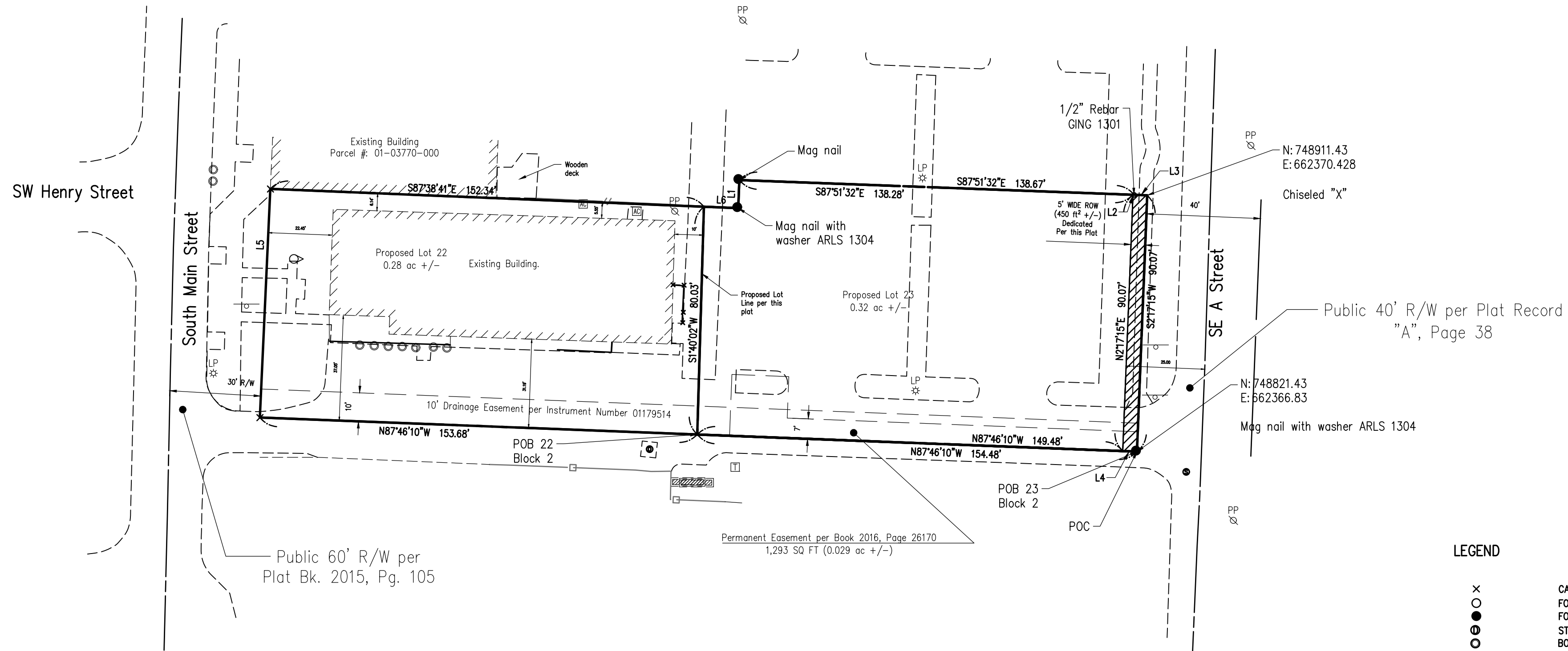


BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.
BEARING: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01° 17' 10.64"
COMBINED SCALE FACTOR: 0.99996680
VALUE CALCULATED AT THE FOLLOWING POINT:
 N 746471.960 E 661494.860 Z 1288.900

PARENT TRACT

PART OF THE SOUTH 80 FEET OF LOT 3 AND THE SOUTH 90 FEET OF LOT 4 OF BLOCK 2 OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD A AT PAGE 38.

STATE PLAT CODE:
500-20N-30W-0-31-140-04-1120

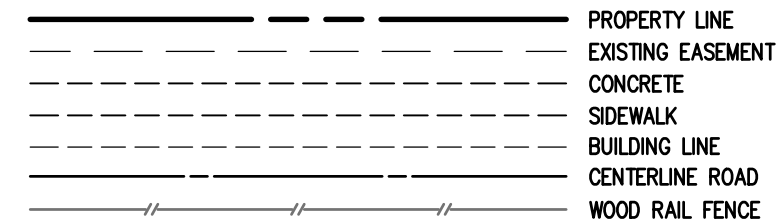


LOT SPLIT OF 221 SOUTH MAIN ST
 CREATING NEW LOTS 22 & 23 OF RAILROAD ADDITION
 BENTONVILLE, AR.

PREPARED FOR:
 CITY OF BENTONVILLE, ARKANSAS

LEGEND

- X CALC POINT PER PLAT
- FOUND IRON PIN
- FOUND MAG NAIL
- STORM MANHOLE
- BOLLARDS
- SANITARY SEWER
- LIGHT POLE
- POWER POLE
- SIGN
- TELEPHONE PEDESTAL
- (BEARING-DISTANCE) RECORD BEARING/DISTANCE



LOT 22
 PART OF THE SOUTH 80 FEET OF LOT 3 AND THE SOUTH 90 FEET OF LOT 4 OF BLOCK 2 OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD A AT PAGE 38 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 OF BLOCK 2 SAID RAILROAD ADDITION, SAID POINT BEING A MAG NAIL AND WASHER EMBOSSED WITH "ARLS 1304";
 THENCE ALONG THE SOUTH LINE OF SAID LOT 4, N87° 46' 10"W A DISTANCE OF 154.48 FEET TO THE POINT OF BEGINNING;
 THENCE N87° 46' 10"W A DISTANCE OF 153.68 FEET TO THE EAST RIGHT OF WAY OF SOUTH MAIN STREET ;
 THENCE ALONG SAID RIGHT OF WAY N02° 37' 23"E A DISTANCE OF 80.36 FEET;
 THENCE LEAVING SAID RIGHT OF WAY, S87° 38' 41"E A DISTANCE OF 152.34 FEET TO A point;
 THENCE S01° 40' 02"W A DISTANCE OF 80.03 FEET RETURNING TO THE POINT OF BEGINNING CONTAINING 0.28 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

LOT 23
 PART OF THE SOUTH 80 FEET OF LOT 3 AND THE SOUTH 90 FEET OF LOT 4 OF BLOCK 2 OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD A AT PAGE 38 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 OF BLOCK 2 SAID RAILROAD ADDITION, SAID POINT BEING A MAG NAIL AND WASHER EMBOSSED WITH "ARLS 1304";
 THENCE ALONG THE SOUTH LINE OF SAID LOT 4, N87° 46' 10"W A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING;
 THENCE CONTINUING ALONG THE SOUTH LINE OF SAID LOT 4, N87° 46' 10"W A DISTANCE OF 154.48 FEET;
 THENCE LEAVING SAID SOUTH LINE N01° 40' 02"E A DISTANCE OF 80.03 FEET TO THE NORTH LINE OF SAID LOT;
 THENCE S87° 38' 41"E A DISTANCE OF 12.07 FEET TO A MAG NAIL AND WASHER EMBOSSED WITH "ARLS 1304";
 THENCE N02° 14' 16"E A DISTANCE OF 9.86 FEET TO A MAG NAIL;
 THENCE S87° 51' 32"E A DISTANCE OF 138.28 FEET;
 THENCE S02° 17' 15Δ A DISTANCE OF 90.07 FEET RETURNING TO THE POINT OF BEGINNING CONTAINING 0.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

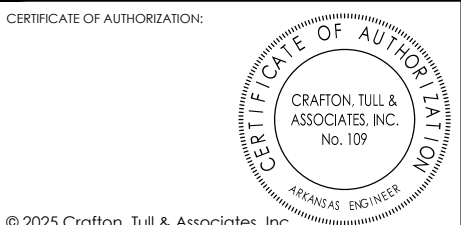
RIGHT-OF-WAY EASEMENT PER THIS PLAT
 PART OF THE SOUTH 80 FEET OF LOT 3 AND THE SOUTH 90 FEET OF LOT 4 OF BLOCK 2 OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD A AT PAGE 38 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 OF BLOCK 2 SAID RAILROAD ADDITION, SAID POINT BEING A MAG NAIL AND WASHER EMBOSSED WITH "ARLS 1304";
 THENCE ALONG THE SOUTH LINE OF SAID LOT 4, N87° 46' 10"W A DISTANCE OF 5.00 FEET;
 THENCE N02° 17' 15Δ A DISTANCE OF 90.07 FEET;
 THENCE S87° 51' 32Δ A DISTANCE OF 0.39 FEET TO A 1/2" IRON REBAR WITH CAP EMBOSSED "PS 1301";
 THENCE S87° 45' 06"E A DISTANCE OF 4.61 FEET TO A CHISELED "X";
 THENCE S02° 17' 15"W A DISTANCE OF 90.07 FEET TO A MAG NAIL AND WASHER EMBOSSED WITH "ARLS 1304" AND THE POINT OF BEGINNING CONTAINING 0.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ATLAS PAGE: 403A CITY OF BENTONVILLE PROJECT NUMBER: LS25-0015

DATE: 06/17/2025
 PROJECT NO: 24111900
 CONTACT: J. DENNIS

300 N College Ave., Suite 317
 Fayetteville, Arkansas 72701

 479.636.4838
 www.craftontull.com



DELTA	DESCRIPTION	DATE

SHEET NO.: 2 OF 2

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 221 OF RAILROAD ADDITION
CREATING NEW LOTS 22 AND 23 OF RAILROAD ADDITION AND ACCEPTING
DEDICATED RIGHT OF WAY TO THE CITY OF BENTONVILLE, ARKANSAS; AND
FOR OTHER PURPOSES.**

(PROJECT NUMBER: LS25-0015)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 221 OF RAILROAD ADDITION creating new LOTS 22 AND 23 OF RAILROAD ADDITION AND ACCEPTING DEDICATED RIGHT OF WAY, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 1, 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 221 OF RAILROAD ADDITION creating new LOTS 22 AND 23 OF RAILROAD ADDITION AND ACCEPTING DEDICATED RIGHT OF WAY 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



Consent Agenda Item

For the City Council meeting on July 8, 2025

Details

Lot Split of Lot 6, within Block 9 of the Lincoln & Rice Addition, Creating New Lots 7, 8, and 9 of Lincoln and Rice Addition. LS25-0016 (R-1)

A lot Split of lot 6, within Block 9 of the Lincoln & Rice Addition, creating new lots 7, 8, and 9 of Lincoln and Rice Addition. The plat is dedicating a 15-foot utility easement along the west side of the property.



**Pending PC
Item**

*Creating Lots
7-9 Block 9
Lincoln &
Rice Addt.*

MEADOWWOOD LN

NE H ST

NE 2ND ST

NE I ST

SE H ST
RESIDENTS WAY

E CENTRAL AVE

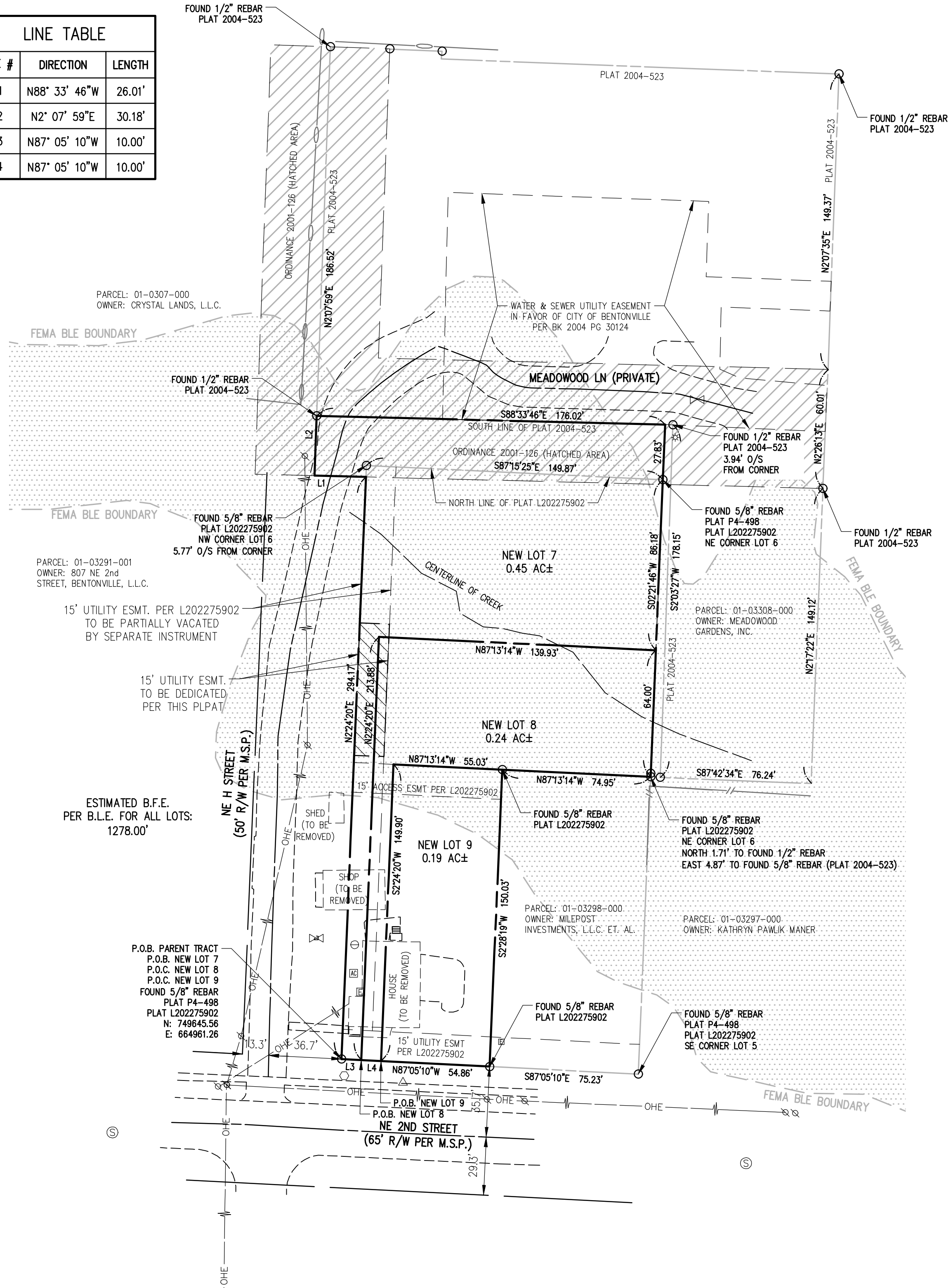
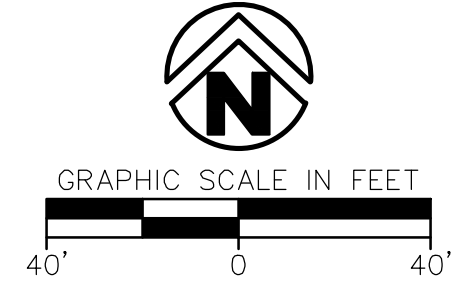


LS25-0016
Creating Lots 7-9 Block 9 Lincoln & Rice Addt.
901 NE 2ND ST



LINE #	DIRECTION	LENGTH
L1	N88° 33' 46"W	26.01'
L2	N2° 07' 59"E	30.18'
L3	N87° 05' 10"W	10.00'
L4	N87° 05' 10"W	10.00'

BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.



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 DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT

DATE OF EXECUTION: _____
 SIGNED: _____
 STATE OF ARKANSAS
 COUNTY OF _____
 SWORN AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 202____
 NOTARY PUBLIC: _____
 MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION: _____
 SIGNED: _____
 BENTONVILLE PLANNING COMMISSION CHAIRMAN
 SIGNED: _____
 MAYOR OF CITY OF BENTONVILLE
 SIGNED: _____
 CITY CLERK, CITY OF BENTONVILLE

OWNER: CHAD O'MALLEY, O'MALLEY DEVELOPMENT
 646 SW B STREET
 BENTONVILLE, AR, 72712
 479-321-1501
 COMALLEYAGENT@GMAIL.COM

CERTIFICATE OF SURVEYING ACCURACY:

I HEREBY DECLARE THAT ON THE 9TH DAY OF APRIL, 2025 THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION AND THE IRONS WERE FOUND OR SET, AS SHOWN, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAFTON, TULL, & ASSOCIATES, INC.
 BY:

JAMES W. MONTGOMERY, P.S.

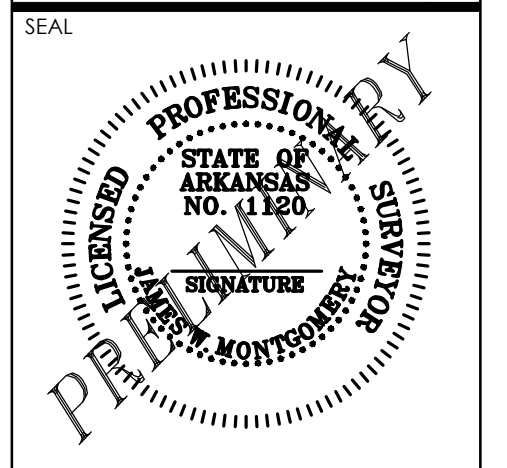
DATE

LEGEND

- FOUND IRON PIN OR PIPE
- CALCULATED POINT
- WATER METER
- WATER VALVE
- SEWER MANHOLE
- LIGHT POLE
- POWER POLE
- AIR CONDITIONER UNIT
- GAS METER
- TRANSFORMER OR ELECTRIC BOX
- TELEPHONE PED
- PROPERTY LINE
- UTILITY EASEMENT
- ROAD CENTERLINE
- ADJOINER'S PROPERTY LINE
- CREEK CENTERLINE
- CITY ORDINANCE BOUNDARY
- OVERHEAD ELECTRIC
- WOODEN FENCE
- CHAINLINK FENCE
- FEMA BLE BOUNDARY

RECORD INFORMATION

STATE PLAT CODE:
 500-20N-30W-0-29-320-04-1120

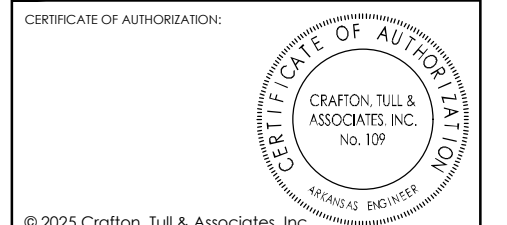


LOT SPLIT SURVEY
 PART OF BLOCK 9, LINCOLN & RICE ADDITION

PREPARED FOR:
 CHAD O'MALLEY

BENTONVILLE, ARKANSAS

DATE: 05/28/2025
 PROJECT NO: 24107700
 CONTACT: N. CAGLE



DELTA	DESCRIPTION	DATE

SHEET NO.:
1 OF 2 LS25-0016

DRAWING: G:\24107700_2\DISK\SUB\INFRAS\STRUCTURE\SURVEY\DWG\24107700_LOT_SPLIT.DWG
 LAYOUT: SHEET 1, LAST SAVED: NC5329_6/23/2025 11:29:06 AM
 LAST PLOTTED BY: NATHAN CAGLE_6/23/2025 11:29:05 AM (PLOTTED BY: VALD ON HARDO COPY ONLY)

SURVEY DESCRIPTION

PARENT TRACT

LOT 6, OF THE LOT SPLIT OF LOTS 3 & 4, BLOCK 9 OF LINCOLN & RICE ADDITION, ACCORDING TO A PLAT FILED WITH THE BENTON COUNTY CIRCUIT CLERK'S OFFICE AS DOCUMENT L202275902, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" REBAR FOR THE SOUTHWEST CORNER OF SAID LOT 6;
 THENCE NORTH 02°24'20" EAST A DISTANCE OF 299.94 FEET TO A FOUND 5/8" REBAR WITH CAP INSCRIBED "AR 1659";
 THENCE SOUTH 87°15'25" EAST A DISTANCE OF 149.87 FEET TO A FOUND 5/8" REBAR;
 THENCE SOUTH 02°21'46" WEST A DISTANCE OF 150.18 FEET TO A FOUND 5/8" REBAR;
 THENCE NORTH 87°13'14" WEST A DISTANCE OF 74.95 FEET TO A FOUND 5/8" REBAR WITH CAP INSCRIBED "AR 1659";
 THENCE SOUTH 02°28'19" WEST A DISTANCE OF 150.03 FEET TO A FOUND 5/8" REBAR;
 THENCE NORTH 87°05'10" WEST A DISTANCE OF 74.86 FEET TO THE POINT OF BEGINNING, CONTAINING 0.77 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

ALSO, A PORTION OF THE VACATED RIGHT-OF-WAY OF "H" STREET AND A PORTION OF THE VACATED RIGHT-OF-WAY OF HOWARD AVENUE, SAID PORTIONS BEING ADJACENT TO LOTS 3 AND 4 OF BLOCK 9 OF THE LINCOLN AND RICE ADDITION TO THE CITY OF BENTONVILLE, AND HAVING BEEN VACATED PURSUANT TO CITY OF BENTONVILLE ORDINANCE No. 2001-126, SAID ORDINANCE HAVING BEEN FILED FOR RECORD IN THE BENTON COUNTY CIRCUIT CLERK'S OFFICE AT BOOK 2001, PAGE 147522, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

NEW LOT 7

A PART OF LOT 6, OF THE LOT SPLIT OF LOTS 3 & 4, BLOCK 9 OF LINCOLN & RICE ADDITION, ACCORDING TO A PLAT FILED FOR RECORD WITH THE BENTON COUNTY CIRCUIT CLERK'S OFFICE AS DOCUMENT L202275902, ALSO, A PORTION OF THE VACATED RIGHT-OF-WAY OF "H" STREET AND A PORTION OF THE VACATED RIGHT-OF-WAY OF HOWARD AVENUE, SAID PORTIONS BEING ADJACENT TO LOTS 3 AND 4 OF THE LINCOLN AND RICE ADDITION TO THE CITY OF BENTONVILLE, AND HAVING BEEN VACATED PURSUANT TO CITY OF BENTONVILLE ORDINANCE No. 2001-126, SAID ORDINANCE HAVING BEEN FILED FOR RECORD IN THE BENTON COUNTY CIRCUIT CLERK'S OFFICE AT BOOK 2001, PAGE 147522, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" REBAR FOR THE SOUTHWEST CORNER OF SAID LOT 6;
 THENCE NORTH 02°24'20" EAST A DISTANCE OF 294.17 FEET TO THE SOUTH LINE OF SAID VACATED RIGHT-OF-WAY OF HOWARD AVENUE;
 THENCE ALONG SAID SOUTH LINE, NORTH 88°33'46" WEST A DISTANCE OF 26.01 FEET TO THE CENTERLINE OF SAID VACATED RIGHT-OF-WAY OF "H" STREET;
 THENCE ALONG SAID CENTERLINE, NORTH 02°07'59" EAST A DISTANCE OF 30.18 TO THE CENTERLINE OF SAID VACATED RIGHT-OF-WAY OF HOWARD AVENUE, SAID CENTERLINE ALSO BEING THE SOUTH LINE OF A PLAT FILED FOR RECORD WITH THE BENTON COUNTY CIRCUIT CLERK'S OFFICE AT BOOK 2004, PAGE 523;
 THENCE ALONG SAID CENTERLINE AND SAID SOUTH LINE, SOUTH 88°33'46" EAST A DISTANCE OF 176.02 FEET;
 THENCE LEAVING SAID CENTERLINE AND SAID SOUTH LINE, SOUTH 02°21'46" WEST A DISTANCE OF 27.83 FEET TO A FOUND 5/8" REBAR FOR THE NORTHEAST CORNER OF SAID LOT 6;
 THENCE SOUTH 02°21'46" WEST A DISTANCE OF 86.18 FEET;
 THENCE NORTH 87°13'14" WEST A DISTANCE OF 139.93 FEET;
 THENCE SOUTH 02°24'20" WEST A DISTANCE OF 213.88 FEET;
 THENCE NORTH 87°05'10" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.45 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT

NEW LOT 8

A PART OF LOT 6, OF THE LOT SPLIT OF LOTS 3 & 4, BLOCK 9 OF LINCOLN & RICE ADDITION, ACCORDING TO A PLAT FILED FOR RECORD WITH THE BENTON COUNTY CIRCUIT CLERK'S OFFICE AS DOCUMENT L202275902, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR FOR THE SOUTHWEST CORNER OF SAID LOT 6;
 THENCE SOUTH 87°05'10" EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;
 THENCE NORTH 02°24'20" EAST A DISTANCE OF 213.88 FEET;
 THENCE SOUTH 87°13'14" EAST A DISTANCE OF 139.93 FEET;
 THENCE SOUTH 02°21'46" WEST A DISTANCE OF 64.00 FEET TO A FOUND 5/8" REBAR;
 THENCE NORTH 87°13'14" WEST A DISTANCE OF 74.95 FEET TO A FOUND 5/8" REBAR;
 THENCE NORTH 87°13'14" WEST A DISTANCE OF 55.03 FEET;
 THENCE SOUTH 02°24'20" WEST A DISTANCE OF 149.90 FEET;
 THENCE NORTH 87°05'10" WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.24 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

NEW LOT 9

A PART OF LOT 6, OF THE LOT SPLIT OF LOTS 3 & 4, BLOCK 9 OF LINCOLN & RICE ADDITION, ACCORDING TO A PLAT FILED FOR RECORD WITH THE BENTON COUNTY CIRCUIT CLERK'S OFFICE AS DOCUMENT L202275902, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR FOR THE SOUTHWEST CORNER OF SAID LOT 6;
 THENCE SOUTH 87°05'10" EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;
 THENCE NORTH 02°24'20" EAST A DISTANCE OF 149.90 FEET;
 THENCE SOUTH 87°13'14" EAST A DISTANCE OF 55.03 FEET TO A FOUND 5/8" REBAR;
 THENCE SOUTH 02°28'19" WEST A DISTANCE OF 150.03 FEET TO A FOUND 5/8" REBAR;
 THENCE NORTH 87°05'10" WEST A DISTANCE OF 54.86 FEET TO THE POINT OF BEGINNING, CONTAINING 0.19 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

NOTES:

- 1) THE PROPERTY SURVEYED IS WITHIN THE MUNICIPAL LIMITS OF BENTONVILLE, AR.
- 2) THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DEEDS AND PLATS AND NO OTHERS:
 DEED 2002-139003, DEED L202415236, CITY OF BENTONVILLE ORDINANCE 2001-106 (FILED WITH BENTON COUNTY AS 2001-147522), DEED 2004-38032, PLAT B-101, PLAT L202275902, PLAT 4-178, PLAT 2004-523, PLAT 2013-579.
- 3) THERE MAY BE BUILDINGS AND OTHER IMPROVEMENTS ON THE PROPERTY THAT ARE NOT SHOWN ON THIS PLAT.
- 4) THE ADJACENT PROPERTY OWNERS NAMES SHOWN ON THIS PLAT WERE OBTAINED FROM THE BENTON COUNTY GIS WEBSITE, AND REPRESENT THE OWNER'S LISTED NAME AT THE TIME OF THIS SURVEY.
- 5) SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.
- 6) UTILITIES WERE NOT CONSIDERED A PART OF THIS SURVEY.
- 7) THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR IN THE COURSE OF HIS RESEARCH OF THE PROPERTY BOUNDARY. OTHER RECORD EASEMENTS, ENCUMBRANCES, OR COVENANTS MAY EXIST ON THE SURVEYED PROPERTY.
- 8) NO PART OF THIS PROPERTY IS IN FLOOD ZONE "A" OR "AE", AND IS NOT THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM MAP NUMBER 05007C0255K, REVISED DATE JUNE 5, 2012.
 A PART OF THIS PROPERTY IS WITHIN THE "BLE" AREA ACCORDING TO ONLINE DATA FROM FEMA AT THE TIME OF THIS SURVEY
 THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY.
- 9) 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.
- 10) OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
- 11) SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
- 12) THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
- 13) OWNER HEREBY GRANTS TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS LOT SPLIT PURSUANT TO MUNICIPAL CODE SECTION 401.12
- 14) SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE.
- 15) THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT.
- 16) ALL NECESSARY PERMITS RELATED TO WETLANDS AND WATERS OF THE U.S. WILL BE OBTAINED PRIOR TO CONSTRUCTION.
- 17) WETLANDS ARE LIKELY PRESENT ON SITE ACCORDING TO FEMA BLE. U.S. ARMY CORPS OF ENGINEERS DETERMINATION IS IN PROGRESS.



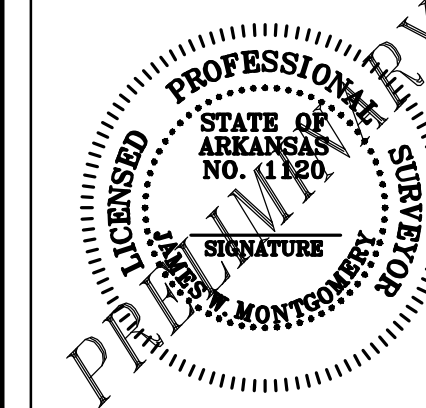
VICINITY MAP
(NOT TO SCALE)

PROJECT LOCATION

RECORD INFORMATION

STATE PLAT CODE:
500-20N-30W-0-29-320-04-1120

SEAL

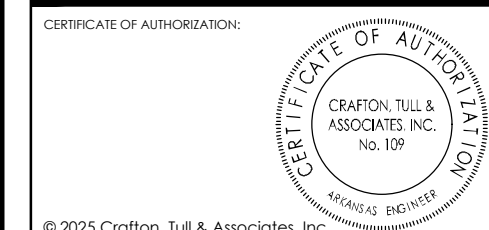


LOT SPLIT SURVEY
PART OF BLOCK 9, LINCOLN & RICE ADDITION

PREPARED FOR:
CHAD O'MALLEY

BENTONVILLE, ARKANSAS

DATE: 05/28/2025
PROJECT NO: 24107700
CONTACT: N. CAGLE



DELTA	DESCRIPTION	DATE

SHEET NO.:
2 OF 2 LS25-0016

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 6, BLOCK 9 OF LINCOLN AND RICE ADDITION CREATING NEW LOTS 7, 8, AND 9 OF LINCOLN AND RICE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS25-0016)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 6, BLOCK 9 OF LINCOLN AND RICE ADDITION creating new LOTS 7, 8, AND 9 OF LINCOLN AND RICE ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 1, 2025;

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

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

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

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

Section 1: That the lot split of LOT 6, BLOCK 9 OF LINCOLN AND RICE ADDITION creating new LOTS 7, 8, AND 9 OF LINCOLN AND RICE ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk