Finance Committee
Meeting Agenda
August 12, 2025
4:30 PM
City Council Chambers

City Council Members:

Gayatri Agnew	**Ward 1, Position 2**
Cindy Acree	**Ward 2, Position 1**
Bill Burckart	**Ward 3, Position 2**

***If the public would like to attend virtually, please log on at the following link: https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09**

Call to Order/Roll Call

Items For Discussion

1. **User Fee Study** **Informational**

2. **CIP Review** **Informational**

City Council Items To Be Considered

1. **Section II Item 7 from the City Council Agenda: Resolution Authorizing the Mayor and City Clerk to Accept a Donation from Walmart Inc.** **Resolution**

   Resolution authorizing the Mayor and City Clerk to accept a donation from Walmart Inc., in the amount of $250,000.00, for the Bentonville E-Bike Rebate Program. A budget adjustment is needed to recognize funds.

2. **Section II Item 10 from the City Council Agenda: Resolution Approving Change Order #1 to ARDOT 090613 - Hwy 12/279 Intersection Improvements** **Resolution**

   ARDOT 090613 - Hwy 12/279 Intersection Improvements A Resolution approving change order #1 to Garver's Professional Service Agreement. A budget adjustment is needed.

3. **Section III Item 1 from the City Council Agenda: Resolution Authorizing a Water** **Resolution**

Utilities Overarching Capital Improvement Plan (CIP)

A resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Freese & Nichols, Inc, in the amount of $487,496.00, to generate, coordinate, and update an Overarching Comprehensive Water Utilities Capital Improvement Plan. Utility Board approved 5-0. No budget adjustment is needed.

4. **Section III Item 2 from the City Council Agenda: Resolution for Emergency Connection with Benton Washington Regional Public Water** **Resolution**

Resolution to enter into agreement with Benton Washington Regional Public Water Authority for two 24" emergency connections as payment for a Permanent Waterline (2.52ac) & Temporary Construction (4.81ac) easement through Slaughter Pen Park for the construction of a 54" Transmission line. Utility Board approved 5-0. No budget adjustment is needed.

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/12/2025	**Submitted By:**	Josh Stacey
Phone:	479.418.8653	**For Department(s):**	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Authorizing the Mayor and City Clerk to Accept a Donation from Walmart Inc.
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to accept a donation from Walmart Inc., in the amount of $250,000.00, for the Bentonville E-Bike Rebate Program. A budget adjustment is needed to recognize funds.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 250,000.00

Budget Impact

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

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

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-33810	Local Grants	$	$ 250,000.00
105030-43410	Professional Services / Other	$ 250,000.00	$
		$	$
		$	$

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:	July 28, 2025
Re:	Resolution Authorizing the Mayor and City Clerk to accept a donation, in the amount of $250,000, from Walmart Inc. for the Bentonville E-Bike Rebate Program and budget adjustment to allocate revenue and expenditures in the appropriate accounts.

Parks and Recreation staff are seeking City Council's approval of a Parks and Recreation staff are seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to accept a donation, in the amount of $250,000, from Walmart Inc. for the Bentonville E-Bike Rebate Program and budget adjustment to allocate revenue and expenditures in the appropriate accounts.

As we close out the first year of the program (September 2024 – July 2025), currently 667 e-bikes have been put in the hands and homes of Bentonville residents. The $250,000 contribution is Walmart's commitment to year 2 of the program that will begin in September 2025.

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A DONATION FROM WALMART INC., IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00), FOR BENTONVILLE'S E-BIKE REBATE PROGRAM; ADJUSTING THE 2025 BUDGET TO RECOGNIZE AND APPROPRIATE SAID FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the City is awarded a donation, in the amount of two hundred fifty thousand dollars ($250,000.00), for Bentonville's e-bike rebate program;

WHEREAS, these funds will go towards the programs second year which begins September, 2025; and

WHEREAS, a budget adjustment is needed to recognize and appropriate said funds.

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

Section 1: The Mayor and City Clerk are hereby authorized to accept a donation from Walmart Inc., in the amount of two hundred fifty thousand dollars ($250,000.00) for Bentonville's e-bike rebate program;

Section 2: The 2025 Budget is hereby adjusted to recognize a donation in the amount of two hundred fifty thousand dollars ($250,000.00) into Account #105030-33810 – Local Grants;

Section 3: The 2025 Budget is further adjusted to appropriate the same into Account #105030-43410 – Professional Services/Other;

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

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

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:	8/12/2025	**Submitted By:**	Cody Vaughn
Phone:	479-254-2062	**For Department(s):**	Transportation
Email:	cvaughn@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving Change Order #1 to ARDOT 090613 - Hwy 12/279 Intersection Improvements
Action Recommendation & Justification:	A Resolution approving change order #1 to Garver's Professional Service Agreement. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Change Order is requried for the addition of street lighting design and lighting design calculations as required by ARDOT. The 2025 revised budget contains $11,584.00 remaining from the original budget adjustment to recognize the grant on this project. An additional $28,428.00 is needed to fund the change order and will be reallocated from Setaside funds in the Street 2025 budget.
Amount for Approval:	$ 40,012.00

Budget Impact

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

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

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
203810-47380	Street Construction	$ 28,428.00	$
203810-47820	Setaside - Capital Item	$ (28,428.00)	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

Supplemental Agreement No. 1
ARDOT Job No. 090613
FEDERAL AID PROJECT (FAP) NO. STPU-9036(29)
Hwys. 12/279 Inters. Impvts. (Bentonville)

Date:_____

WHEREAS, the City of Bentonville and Garver, LLC (Garver) entered into an Agreement for Engineering Services on October 12, 2023 for the design of the Hwys. 12/279 Inters. Impvts.Project; and,

WHEREAS, the conceptual plans have been completed and approved by the Arkansas Department of Transportation (ARDOT); and

WHEREAS, the City of Bentonville desires for Garver to include the supplemental services for roadway lighting design and plans,

NOW THEREFORE, the following modifications will be made to the Agreement to include the described additional items of work:

MODIFICATIONS:

1. The "Contract Ceiling Price" (Section 1.2) is increased by $40,012 from $613,416 to $653,428.

2. The "Title I Services Ceiling Price" (Section 1.13) is increased by $40,012 from $613,416 to $653,428.

3. The "Title I Fixed Fee" (Section 3.4) is increased by $4,280 from $61,901 to $66,181.

4. See Attachment A for the additions and modifications to Section 13 DELIVERABLES.

5. See Attachment A for the additions and modifications to Appendix A-1 SCOPE OF WORK.

6. See Attachment A-2 for additions to Appendix A-2 – Justification of fees and costs.

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 1, to be effective upon the date set out above.

GARVER, LLC

BY:_____
Vice President

CITY OF Bentonville

BY:_____
Mayor

Add the following items to Agreement Section 13:

13. DELIVERABLES

13.3. Preliminary Design Phase (50%)
13.3.10 50% Roadway Lighting Plans
13.3.11 50% Roadway Lighting Calculations according to the ARDOT Lighting Design Guide.

13.4. Final Design Phase (90%/100%)
13.4.9. 90% Complete Roadway Lighting Plans
13.4.10. 100% Complete Roadway Lighting Calculations
13.4.11. Provide Lighting Special Provisions

Add the following items to Appendix A-1 SCOPE OF WORK:

3. ROADWAY DESIGN AND PLANS

3.3 PRELIMINARY ROADWAY DESIGN (50% SUBMITTAL)

3.3.6. The 50% preliminary roadway plans shall show, as a minimum:

3.3.6.11. Roadway Lighting Plans and Details showing:

- General and lighting notes
- Summary of illumination quantities
- Light pole schedule table showing location, arm and head orientation, and height of each pole
- Power tables and notes
- Illumination statistics and design criteria tables and notes
- Layout sheets (show light poles, pull boxes, conduit runs, service point, illumination and wiring notes, design scale, and north arrow)
- Illumination and power details including:
  - Light pole detail
  - Light pole foundation detail
  - Splice and Grounding details
  - Wiring diagram
  - Luminaire wiring schematics
  - One line diagram of each electric circuits
  - Luminaire service point assembly
  - Additional details as needed related to each project

3.3.6.11. Provide roadway lighting design calculations according to the ARDOT Lighting Design Guide including:

- Illumination photometrics

3.3 FINAL ROADWAY DESIGN (90/100% SUBMITTAL)

3.4.16. Roadway Lighting Plan Sheets.

Attachment A-2 Supplemental Agreement 1 - Justification of Costs and Fees
April 17, 2025
Job 090613 Hwys. 12/279 Inters. Impvts. (Bentonville)(S)

PROJECT SUMMARY

TITLE I SERVICES	HOURS	SALARY	FIXED FEE	EXPENSES	TOTAL
PROJECT MANAGEMENT	93	$19,681	$2,359	$7	$22,047
SURVEYS	689	$76,513	$9,172	$10,997	$96,682
ENVIRONMENTAL	818	$135,676	$16,265	$5,443	$157,384
TRAFFIC STUDY	127	$25,069	$3,005	$2,008	$30,082
ROADWAY DESIGN & PLANS	1,149	$153,469	$18,398	$763	$172,630
RIGHT OF WAY	534	$101,652	$12,186	$256	$114,094
BIDDING	27	$4,305	$516	$26	$4,847
ROADWAY LIGHTING DESIGN & PLANS (SA #1)	245	$35,702	$4,280	$30	$40,012
SUBTOTAL TITLE I	**3,682**	**$552,067**	**$66,181**	**$19,530**	**$637,778**
SUBCONSULTANTS TITLE I					
Terracon Consultants, Inc. - Geotechnical (Lump Sum) - See App. B-1					$15,650
SUBTOTAL SUBCONSULTANTS TITLE I	**0**	**$0**	**$0**	**$0**	**$15,650**
TOTAL TITLE I	3,682	**$552,067**	**$66,181**	**$19,530**	**$653,428**
TITLE II SERVICES					
NOT APPLICABLE					
TOTAL TITLE II	**0**	**$0**	**$0**	**$0**	**$0**
TOTAL PROJECT	3,682	**$552,067**	**$66,181**	**$19,530**	**$653,428**

ROADWAY LIGHTING DESIGN & PLANS

MANHOURS								
TASK	PM2	PE	SDE	DE	TECH	ADMIN	TECH2	TOTAL
Roadway Lighting Design								
Photometric Analysis	1	4		8				13
Photometric Exhibits		4		4				8
Lighting Layout	1	4		14				19
Utility Coordination		4		2				6
Site Conflict Coordination		4		4				8
Conduit and Pull Box Layout		2		6				8
QA/QC	1	2		6				9
Calculation Submittal	1	2		6				9
50% Roadway Lighting Plans								
General and Lighting Notes		1		2			2	5
Illumination Quantities		2		8			2	12
Light Pole Schedule		2		8				10
Power Tables and Notes		2		8				10
Illumination statistics and design criteria tables		2		2				4
Layout Sheets		3		12			14	29
Details		2		8			4	14
QA/QC	1	4						5
Plan Submittal/Address ARDOT/City Comments		1		1				2
90% Roadway Lighting Plans								
Illumination Quantities		2		4				6
Light Pole Schedule		2		6				8
Power Tables and Notes		1		1				2
Illumination statistics and design criteria tables		2		2				4
Layout Sheets		2		8			2	12
Details		1		1			2	4
Plan Submittal/Address ARDOT/City Comments	1	8		16				25
100% Roadway Lighting Plans								
Plan Check	1	4		2				7
Final Plans Submittal (Signed and Sealed)		4		2				6
_ MH - ROADWAY LIGHTING DESIGN & PLANS	7	71	0	141	0	0	26	245

LABOR COSTS			
Category - Description	Rate	MH	Amount
PM2 - Project Manager (E-5/E-6)	$98.00	7	$686
PE - Project Engineer (E-3/E-4)	$66.00	71	$4,686
SDE - Sr. Design Engineer (E-2)	$48.00	0	$0
DE - Design Engineer (E-1)	$42.00	141	$5,922
TECH - Technician (T-1)	$30.00	0	$0
ADMIN - Administrative Assistant (AM-1)	$25.00	0	$0
TECH2 - Technician II (T-2)	$37.00	26	$962
		Subtotal	$12,256
	Overhead	191.01%	$23,410
		Subtotal	$35,666
		Fixed Fee	$4,280

ROADWAY LIGHTING DESIGN & PLANS

MANHOURS								
TASK	PM2	PE	SDE	DE	TECH	ADMIN	TECH2	TOTAL
							FCCM 0.29%	$36
							Subtotal Labor Costs	**$39,982**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)	100	each	$0.10	$10.00
Printing (11 x 17 B&W)	25	each	$0.20	$5.00
Mileage (1 trips @ 25 miles per trip)	25	miles	$0.585	$14.63
			Subtotal Expenses	$29.63
			Subtotal Expenses (rounded)	$30
			TOTAL COSTS - ROADWAY LIGHTING DESIGN & PLANS	**$40,012**

BASIS OF ESTIMATE	
Description	Miles
Main Lanes	1.0
Side Roads	0.1
TOTAL	1.1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CHANGE ORDER NO. 1, WITH GARVER, LLC, INCREASING THE CONTRACT AMOUNT BY FORTY THOUSAND TWELVE DOLLARS ($40,012.00), FOR HIGHWAY 12/279 INTERSECTION IMPROVEMENTS; AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville has entered into a professional services agreement with Garver, LLC dated October 12, 2023;

WHEREAS, the need has arisen to enter into Change Order No. 1 which includes supplemental services for roadway lighting design and plans as required by ARDOT; 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 Change Order No. 1 with Garver, LLC, for additional services on the Highway 12/279 intersection improvements project, increasing the contract amount by forty thousand twelve dollars ($40,012.00) bringing the contract total to six hundred fifty-three thousand four hundred twenty-eight dollars ($653,428.00);

Section 2: The 2025 Budget is adjusted to appropriate twenty-eight thousand four hundred twenty-dight dollars ($28,428.00) from Account #203810-47820 – Setaside Capital Item into Account #203810-47380 – Street Construction;

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:	8/12/2025	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Utilities (Sewer Rehab)
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Authorizing a Water Utilities Overarching Capital Improvement Plan (CIP)
Action Recommendation & Justification:	A resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Freese & Nichols, Inc, in the amount of $487,496.00, to generate, coordinate, and update an Overarching Comprehensive Water Utilities Capital Improvement Plan. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Freese & Nichols was selected through the RFQ selection process with RFQ-25-24. The Water Utilities Overarching CIP goal is to compile, update estimates, and prioritize capital improvements identified in the Water Master Plan and multiple Sewer Capacities Studies. A long term replacement plan with associated cost will be provided for all water utility infrastructure and assets. The Overarching CIP creation is funded by a 2024 Wastewater Improvement Grant.
Amount for Approval:	**$** 487,496.00

Budget Impact

Is this Item Budgeted? ☑ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☑ **OTHER:** 2024 Wastewater Improvement Grant

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

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

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

Budget Impact Notes for Consideration (Optional):

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: RFQ-25-24 Water Utilities Overarching Capital Improvement Plan (CIP) ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Freese and Nichols, Inc., 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 of contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or PROFESSIONAL CONSULTANT's services.

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XIX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

[This page has been intentionally left blank]

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** four hundred eighty-seven thousand four hundred ninety-six dollars and zero cents ($487,496.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

IN WITNESS THEREOF, the CITY and PROFESSIONAL CONSULTANT have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	
CITY	PROFESSIONAL CONSULTANT
BY	BY
MAYOR	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

Professional Consultant will provide services associated with generating/compiling, coordinating, and managing an Overarching Comprehensive Water Utilities Capital Improvement Plan (Comprehensive CIP) that includes water distribution and storage systems, sanitary sewer collection systems, and wastewater treatment plant improvements for the City of Bentonville Water Utilities (BWU). BWU recently completed a Water Master Plan update and feasibility study to address wastewater treatment capacity and is pursuing multiple current studies on BWU's sanitary sewer collection system, as well as capital improvement and expansion design for BWU's Water Resource Recovery Facility (WRRF). The goal of this effort is to compile and prioritize capital improvements identified in those studies, along with upcoming projects, into one Overarching Comprehensive CIP.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the PROFESSIONAL CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the PROFESSIONAL CONSULTANT is accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the PROFESSIONAL CONSULTANT.

SERVICES BY THE PROFESSIONAL CONSULTANT

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:

  Topographical surveys, Right-of-Way Surveys, Utility Surveys and Coordination, Traffic Study, Geotechnical Investigations, Environmental Surveys, Permitting, Major Drainage Study, Conceptual Design Phase (30%), Preliminary Design Phase (60%), Final Design Phase (90%), Public Meetings, Bidding Services, Construction Support Services, Project Management Services, Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.

903 N. 47th Street, Suite 250 + Rogers, Arkansas 72756 + 479-434-1160

SCOPE OF SERVICES
BENTONVILLE WATER UTILITY
OVERARCHING CAPITAL IMPROVEMENT PLAN

PROJECT UNDERSTANDING:

Freese and Nichols, Inc. (FNI) will provide services associated with generating/compiling, coordinating, and managing an Overarching Comprehensive Water Utilities Capital Improvement Plan (Comprehensive CIP) that includes water distribution and storage systems, sanitary sewer collection systems, and wastewater treatment plant improvements for the City of Bentonville Water Utilities (BWU). BWU recently completed a Water Master Plan update and feasibility study to address wastewater treatment capacity and is pursuing multiple current studies on BWU's sanitary sewer collection system, as well as capital improvement and expansion design for BWU's Water Resource Recovery Facility (WRRF). The goal of this effort is to compile and prioritize capital improvements identified in those studies, along with upcoming projects, into one Overarching Comprehensive CIP.

ARTICLE I. BASIC SERVICES BY TASK

The Project will include the development of a Comprehensive CIP Workbook. FNI will deliver the services as specified in the tasks outlined below.

Task A: Development of Comprehensive CIP

- A1: Perform CIP Data Collection, Reviews, Recommendations & Project Admin.
- A2: Develop Initial Comprehensive CIP System Templates
- A3: Compile Initial CIP Projects List and Facilitate Prioritization Workshops
- A4: Generate Draft Comprehensive CIP
- A5: Draft Comprehensive CIP Workshop
- A6: Generate Comprehensive CIP Workbook
- A7: Presentation to Bentonville Utility Board/City Council

Task B: Conduct Annual Comprehensive CIP Updates

FNI will submit draft memorandums to BWU via Teams SharePoint for BWU's review and comment. FNI will receive BWU comments through Teams SharePoint and/or through workshop discussions. FNI will address BWU's comments, finalize, and send five printed copies, one electronic PDF version on a USB drive and via Teams SharePoint. FNI's basic services are based on up to two rounds of comments per submittal, and that timely comments are provided by BWU staff, typically within ten calendar days.

TASK A: DEVELOPMENT OF COMPREHENSIVE CIP

Task A1: Perform CIP Data Collection, Reviews, Recommendations and Project Administration

A1.1 Project Kickoff Meeting: FNI will meet with BWU staff to discuss the scope of work, project goals, and expectations. FNI will assess available information, factors impacting the Comprehensive CIP, funding status, and existing key information to help formulate and set the conditions for a successful Comprehensive CIP. FNI will then collaborate with BWU to clearly identify, agree upon and codify the goals, objectives and key performance measures of the Comprehensive CIP, and have a preliminary discussion of the specific information to be included on the individual Project Information Forms (PIFs), and project prioritization criteria.

A1.2. Monthly Progress Meetings: The FNI Project Manager (PM) will meet with BWU staff in person, and other FNI staff virtually, on a monthly basis. The purpose of these meetings will be to collaborate with BWU on any concerns or issues concerning data request items, results, recommendations, or any questions BWU may have. The frequency of collaboration may vary based on the phase of the project, but it is anticipated that one hour (1) every month will be designated for these activities for the project team.

A1.3. Project Administration: FNI will perform general administrative duties associated with the project, including planning, progress monitoring and monthly progress reporting, scheduling, quality control/quality assurance, and invoicing for the Project. These duties include maintaining regular contact with BWU to help meet the needs of BWU promptly and executing work according to the work plan, budget, and schedule.

A1.4. Data Collection: FNI will compile and review recent and ongoing studies, interagency requirements, regulatory requirements, operational/process improvements, annual renewal/replacement programs, and other information as needed.

A1.5. Review Existing Data: FNI will review current studies, master plans, capital improvement plans, and any related information to become familiar with the overall characteristics of the City of Bentonville including, but not limited to, zoning and land use, historical growth trends, future growth projections, infrastructure demands, city wide needs, financing. If needed, FNI may ask project specific questions to the consultants or BWU staff that performed the original studies.

A1.6. Initial Schedule Review: FNI will review schedules for existing water and sanitary sewer CIP projects in either the planning, design, or construction phase and provide recommendations on suggested schedule revisions. FNI's suggested schedule revisions will be based on overall project sequencing observations, and by collaborating with BWU staff to address annual budgets, staffing, development trends, and other BWU priorities.

A1.7. Inter-departmental Review: FNI will coordinate and gather input from other applicable City departments, such as Public Works and Transportation, that may affect the Comprehensive CIP.

A1.8 Recommendations to Address Aging Infrastructure: FNI will recommend annual CIP Replacement programs to BWU staff to manage and sustain BWU's assets to address aging infrastructure. The annual capital programs will be based on industry standards and guidelines for the average lifespan of categories of assets, such as tanks, lift stations, pipelines, etc. FNI will collaborate with BWU staff to define the types of projects to be capitalized for inclusion as CIP and to customize annual replacement budgets and asset selection criteria based on BWU priorities. The replacement projects will exclude repairs and routine maintenance projects included in BWU's Operations and Maintenance budget.

A1.9. Periodic Client Meetings: FNI project staff will meet with BWU staff as needed throughout the project to collaborate on project activities. Basic services include up to 13 one-hour meetings that will include the FNI PM and applicable FNI staff, and key BWU project team members. FNI Rogers staff will attend the meetings in-person and/or virtually as warranted, and FNI staff from other locations will attend virtually.

Task A2: Develop Initial Comprehensive CIP System Templates

FNI will set up the Comprehensive CIP System templates using Microsoft (MS) 365.

A2.1. Develop PIF template: FNI will setup the initial database schema to include relevant data attributes included on the PIFs, such project descriptions, project scopes, cost estimates, finance options, preliminary schedules and phasing for design, funding applications, land acquisitions (if applicable), and construction, project criticality score with justifications, triggers to accelerate the project, preliminary project delivery method, sequence with other projects, and other relevant information requested by BWU staff.

A2.2. Develop CIP report templates: FNI will develop a reporting structure for the Comprehensive CIP System subdivided into 1-year, 5-year, 10-year and 10 to 25-year planning horizons based on the format requested by BWU staff.

Task A3: Compile Initial CIP Projects List and Facilitate Prioritization Workshops

A3.1. Compile Initial CIP Projects List: FNI will compile a draft list of projects in MS365. The list will include the initial estimated budgets and schedules.

A3.2. Initial Cost Estimate Adjustments: FNI will review cost estimates from studies and master plans compared to market conditions for relevance and recommend adjustments as needed based on variances from industry standards, changes in economic/market conditions or other influencing factors. Cost estimates will be provided to Class 3 through 5 expected accuracy levels dependent on the individual project phase milestone defined by the Association for the Advancement of Cost Engineering (AACE).

A3.3. Prioritization Workshop: FNI will conduct a prioritization workshop with key stakeholders to confirm which criteria should be used in generating the comprehensive CIP. In advance of the workshop, FNI will develop a matrix with initial project rankings for a select group of projects based on the project prioritization criteria from Task A1.1. During the workshop, FNI will adjust

the project criteria weightings in real-time to see how it impacts the scoring. Achieving buy-in at this point will allow the BWU team to develop a draft comprehensive CIP that has understandable methodology and is defensible. During the workshop, FNI will work with BWU staff to identify any annual budget, funding, staffing, or other limits to be applied to the Draft Comprehensive CIP. FNI's basic services include one workshop with up to three FNI staff attending in person, and up to four applicable FNI staff attending virtually.

Task A4: Generate Draft Comprehensive CIP Workbook

A4.1. Prepare PIFs: Using the templates developed in Task A3.1, FNI will prepare PIFs for each of the projects listed in the comprehensive CIP matrix.

A4.2. Prepare Draft Comprehensive CIP: Using the templates developed in Task A3.2, FNI will prepare a Draft Comprehensive CIP subdivided into 1-year, 5-year, 10-year and 10 to 25-year planning horizons.

A4.3. Design Support: FNI's design support specialists will perform a QA/QC review and edit of the individual PIFs in the 5-year CIP to further define the components of proposed improvements.

Task A5: Draft Comprehensive CIP Workshop

A5.1. Draft Comprehensive CIP Workshop: FNI will present the Draft Comprehensive CIP to BWU staff at an in-person Workshop. FNI will submit the Draft to the BWU staff for review at least two weeks prior to presentation at the Workshop. The purpose of the Workshop is to collaborate with the BWU staff to ensure that the proposed Draft Comprehensive CIP addresses BWU's priorities and budgets. During the Workshop, FNI will review and discuss the individual projects to get consensus on the project's criticality score, project delivery method, and timeline, focusing on projects recommended for the 1-year CIP.

FNI can facilitate additional Workshops as warranted to ensure consensus with BWU staff on the Comprehensive CIP, as additional services.

Task A6: Generate Comprehensive CIP Workbook

A6.1. Generate Comprehensive CIP Workbook: After the Draft Comprehensive CIP has been reviewed and approved by BWU Staff at the Workshop(s), FNI will generate the Comprehensive CIP subdivided into 1-year, 5-year, 10-year and 10 to 25-year planning horizons. FNI will provide 5 printed copies of the Comprehensive CIP Workbook, one electronic version on a USB drive, and one electronic copy to be submitted via Teams SharePoint.

Task A7: Present at Bentonville Utility Board and City Council

A7.1. Present at Bentonville Utility Board: FNI will present the Comprehensive CIP to the Bentonville Utility Board. FNI's basic services include up to three FNI staff presenting in person at one Utility Board meeting.

A7.2. Present at Bentonville City Council: FNI's will address comments from the Utility Board, if any, and present the Comprehensive CIP to the Bentonville City Council. FNI's basic services include up to three FNI staff presenting in person at one City Council meeting.

TASK B: CONDUCT ANNUAL COMPREHENSIVE CIP UPDATES

B1.1. Annual Updates: FNI will update the Comprehensive CIP annually based on BWU's current requirements and budgets. Additional projects will be added, or existing projects adjusted as warranted. The 5-year planning horizon within the Comprehensive CIP will be used to determine the upcoming year's CIP.

FNI will update the Comprehensive CIP as appropriate upon completion of additional studies and/or master plans, changes in demand growth, or financing opportunities or lack thereof. FNI's basic services for annual CIP updates include 248 hours of FNI staff time, with FNI Rogers staff attending in person, and other applicable staff attending virtually.

B1.2. Annual Workshops: FNI will facilitate two Workshops annually, normally within the 2nd and 4th quarters, to update the Comprehensive CIP. The Workshops will be scheduled based on the BWU's budget cycles and will cover the progress of existing CIP, including costs, issues, and schedules, and to finalize the selection of projects for inclusion in the upcoming year's budget. FNI's basic services include two workshops with up to two FNI staff attending in person, and up to four applicable FNI staff attending virtually. If warranted, FNI can facilitate additional workshops as additional services.

ARTICLE II: ADDITIONAL SERVICES

Additional Services to be performed by FNI, if authorized by Client, which are not included in the above-described basic services, are described as follows:

A. Program Management

   a. Perform program controls and reporting.

   b. Conduct monthly capital project update meetings with BWU

   c. Participate in meetings for key projects as required.

   d. Review project schedules, assist in managing overall CIP cash flow and verify cost estimates based on historical bid tabs and construction trends.

   e. Assist with preparing staff reports and presentations for the Bentonville City Council or other Board or Commission meetings.

   f. In collaboration with BWU, conduct a risk assessment on strategic projects and develop risk mitigation plans and contingencies in a risk register. The risk management effort would begin during the project design phase and continue until the project is commissioned. Risk management workshops will include the FNI Project Manager, FNI W/WW Planning Staff, Engineer of Record, Contractor, BWU Project Manager, and BWU Staff.

   g. Coordinate with BWU staff as required to convey the status of the overall program

B. Staff time and travel expenses for meetings and workshops more than the quantities defined as basic services

C. Presenting at additional Bentonville City Council and Committee meetings

D. Revising drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.

E. Meeting or trips beyond those included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client more than those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.

F. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

G. Preparing data and reports for the Client in advance of hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

H. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

I. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.

J. Providing document revisions more than those outlined in Article I.

K. Purchase of CIP Software.

L. Development of CIP GIS dashboards.

M. Attend CIP Software Demonstrations

N. CIP Software Implementation Support, including uploading the Comprehensive CIP into BWU's planned Enterprise CIP software.

ARTICLE III: TIME OF COMPLETION

FNI is authorized to commence work on the services upon execution of this Agreement and agrees to complete these services in accordance with the estimated schedule below.

Project Milestones	Estimated weeks to complete
Basic Services	
Task A: Development of Comprehensive CIP	
• A1: Perform CIP Data Collection, Reviews, Recommendations & Project Admin.	3
• A2: Develop Initial Comprehensive CIP System Templates	4
• A3: Compile Initial CIP Projects List and Facilitate Prioritization Workshops	6
• A4: Generate Draft Comprehensive CIP	6
• A5: Draft Comprehensive CIP Workshop	2
• A6: Generate Comprehensive CIP Workbook	4
• A7: Presentation to Bentonville Utility Board/City Council	2
Task B: Conduct Annual Comprehensive CIP Updates	4 weeks/year

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined in this Agreement and will be based upon rates outlined in Attachment CO.

ARTICLE IV: RESPONSIBILITIES OF OWNER

The client shall perform the following in a timely manner so as not to delay the project:

A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.

B. Invite stakeholders and host public meeting(s). This includes email, mail, newsletter or other forms of notification.

C. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the project.

D. Designate in writing a person to act as Client's representative relative to this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.

E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

F. Bear all costs incident to compliance with the requirements of this Article.

APPENDIX D

FEE SCHEDULE

ARTICLE V: COMPENSATION

The total fee to develop the Comprehensive CIP (Task A) shall not exceed three hundred fourteen thousand eight hundred and ninety-five dollars ($314,895).

The total fees for annual CIP updates (Task B) shall not exceed eighty-four thousand five hundred seventy-five dollars ($84,575) in 2026, and eighty-eight thousand and twenty-six dollars ($88,026) in 2027.

If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify BWU for BWU's approval before proceeding.

Task	Description	Total
A1	Perform CIP Data Collection, Reviews, Recommendations & Project Admin.	$92,411
A2	Develop Initial Comprehensive CIP System Templates	$31,091
A3	Compile Initial CIP Projects List and Facilitate Prioritization Workshops	$48,464
A4	Generate Draft Comprehensive CIP	$85,381
A5	Draft Comprehensive CIP Workshop	$13,729
A6	Generate Comprehensive CIP Workbook	$24,222
A7	Presentation to Utility Board/City Council	$19,597
	Subtotal Task A	**$314,895**
B	Conduct Annual Comprehensive CIP Updates	
	2026 Update to Prepare 2027 Budget	$84,575
	2027 Update to Prepare 2028 Budget	$88,026
	Subtotal Task B	**$172,601**
Total		$487,496

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH FREESE AND NICHOLS, INC., IN THE AMOUNT OF FOUR HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED NINETY-SIX DOLLARS ($487,496.00); AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville desires to enter into an agreement with Freese and Nichols, Inc. for generating, compiling, coordinating, and updating an Overarching Comprehensive Water Utilities Capital Improvement Plan;

WHEREAS, Freese and Nichols, Inc. was selected through the RFQ selection process with RFQ-25-24; 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 Freese and Nichols, Inc., for the generating, compiling, coordinating, and updating of an Overarching Comprehensive Water Utilities Capital Improvement Plan in an amount not to exceed four hundred eighty-seven thousand four hundred ninety-six dollars ($487,496.00);

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

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

PASSED 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:	7/22/2024	**Submitted By:**	Beau Thompson
Phone:	479-271-3140	**For Department(s):**	Water Utilities
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution for Emergency Connection with Benton Washington Regional Public Water
Action Recommendation & Justification:	Resolution to enter into agreement with Benton Washington Regional Public Water Authority for two 24" emergency connections as payment for a Permanent Waterline (2.52ac) & Temporary Construction (4.81ac) easement through Slaughter Pen Park for the construction of a 54" Transmission line. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Each 24" plugged valve is valued at $93,399.70. The property was appraised with an easement value of $83,900.00. This is reasonable compensation for the underground utility easement. BWRPWA is in the Large Scale Development process and all City infrastructure has been accommodated. A temporary reroute of the Razorback Greenway will be constructed as part of this project. The two connections will help serve the north side of our system in an emergency.
Amount for Approval:	$ 0

Budget Impact

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

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

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

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

Budget Impact Notes for Consideration (Optional):

BENTON WASHINGTON REGIONAL
PUBLIC WATER AUTHORITY
54" WATER LINE EASEMENT
TRACT:
PARCEL: _____

CONTRACT TO SELL
REAL ESTATE FOR UTILITY EASEMENT PURPOSES

Grantor: City of Bentonville, Arkansas
Grantor Address: 1000 SW 14th Street
Site Address: North Walton Blvd and Northwest A Street

Grantee: BENTON WASHINGTON REGIONAL PUBLIC WATER AUTHORITY

IN CONSIDERATION of the benefits that will inure to the Grantor, noted above, and the public, the Grantor does hereby agree to grant and convey to the BENTON WASHINGTON REGIONAL PUBLIC WATER AUTHORITY, (BWRPWA) and its successors and assigns upon the terms and conditions hereinafter stated, the right to purchase permanent and temporary easement for the construction, maintenance, and repair of waterlines and related utilities over, across and through the following described real estate, save and except the oil and gas only therein and thereunder, situated in the County of Benton, State of Arkansas, to wit:

LEGAL DESCRIPTION
See **Exhibits 1, 2 and 3**
attached and incorporated
herein by reference

PAYMENT DUE:

As the sole consideration for the grant of the easements described herein, the Benton Washington Regional Public Water Authority ("BWRPWA") agrees to install two (2) 24-inch diameter outlet connections, each equipped with a 24-inch plugged valve. These outlets shall be constructed at the following locations in accordance with the terms set forth in **Exhibit "4"** that is attached hereto and incorporated herein by reference:

1. One (1) outlet on the Slaughter Pen Park property, adjacent to the existing water line owned and operated by Bentonville Water Utilities ("BWU"); and
2. One (1) outlet on the west side of Peach Orchard Road, in conjunction with the proposed 54-inch BWRPWA

water transmission main currently under design or construction.

Said outlet connections shall be approved by BWU and installed concurrently with the installation of the aforementioned 54-inch BWRPWA water main.

As compensation for the easement, BWRPWA agrees that BWU shall be permitted to connect to the installed valves as set forth in **Exhibit "4"** hereto, subject to any applicable governmental regulations and restrictions, and subject to BWU entering into an agreement for the purchase of water with BWRPWA in the standard form utilized by BWRPWA for the selling of water to similar entities.

The BWRPWA shall have the irrevocable right to exercise the "Contract to Sell" at any time within ninety (90) days from date; and it is agreed that if within the time above specified, the said BWRPWA shall declare its intention to exercise this "Contract to Sell" including the right to purchase said permanent and temporary easements on land of the Grantor. Upon presentation of the easements in the standard form utilized by BWRPWA Grantor will execute and sign a Utility and Temporary Easement when presented by the BWRPWA and receive payment of the stated "Payment Due" from the said BWPRPA.

Notwithstanding any other provision herein, it is expressly agreed that the grant of the easement(s) described herein is conditioned upon the performance by the Benton Washington Regional Public Water Authority ("BWRPWA") of its obligation to install the two (2) 24-inch outlet connections with 24-inch plugged valves, as set forth above. In the event BWRPWA fails to construct and provide said connections in accordance with the terms specified herein, then the easement(s) granted pursuant to this Agreement shall be deemed null and void ab initio, and all rights, title, and interest conveyed to BWRPWA under such easement(s) shall automatically revert to the Grantor without the necessity of further action, documentation, or judicial proceeding.

It is understood and agreed that closing costs will not accrue to the Grantor. BWRPWA will prepare the necessary documents for closing and BWRPWA will pay the cost of recording all easement documents.

Grantor warrants that it has good and valid title to the property upon which the permanent and temporary easements are being provided, that its undersigned representatives have all necessary approvals and authority to enter into this Contract and any easements and further agrees neither to sell nor encumber the said real estate during the term of the "Contract to Sell".

IN WITNESS WHEREOF this Agreement has been duly executed and made effective by the parties on this _____day of July, 2025.

CITY OF BENTONVILLE:

By: _____
Stephanie Orman, Mayor

BENT[redacted]UBLIC WATER AUTHORITY:

By: _____
Scott Borman, General Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF Benton)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared Scott Borman, well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that they executed the same in their respective capacities noted hereon and for consideration and purposes therein mentioned and set forth.

[redacted]

[Seal]

Notary Public

STATE OF NOTARY PUBLIC ARKANSAS
EDWIN N. COOPER
MY COMMISSION # 12371283
EXPIRES: May 11, 2029
Benton County

My Commission Expires:

May 19, 2029

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF _____)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared Stephanie Orman, well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that they executed the same in their respective capacities noted hereon and for consideration and purposes therein mentioned and set forth.

[Seal]

_____

Notary Public

My Commission Expires:

_____

EXHIBIT "1" / EASEMENT DESCRIPTION

[To be Inserted]

PARCEL No. 01-16775-000

WATERLINE EASEMENTS

STATE OF ARKANSAS}
COUNTY OF BENTON}

KNOW ALL MEN BY THESE PRESENTS:

That, City of Bentonville, AR, (hereinafter referred to as the "GRANTOR") for and in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, paid by the Benton Washington Regional Public Water Authority (hereinafter the "GRANTEE"), the receipt and sufficiency of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey the GRANTEE, and unto its successors and assigns forever an permanent easement and right-of-way for constructing, operating, inspecting, maintaining, repairing, replacing, or removing water transmission pipeline(s) over, across and under a strip of land described in attached Exhibit "A" together with a temporary construction easement adjacent to the permanent right-of-way as needed for installation on the following described real property situated in Benton County, Arkansas, to-wit:

A "Permanent Easement" of the size and width as shown and described on Exhibit "A" which is attached hereto and incorporated herein by reference.

Also, a "Temporary Construction Easement" as shown on Exhibit "A" being parallel with said permanent easement unless shown otherwise, granted herein with said Temporary Construction Easement existing for the longer of one (1) year beginning with the initial construction on said property or until initial construction of the waterlines across the Permanent Easement are completed.

GRANTEE shall have the right of ingress and egress over, along and across adjacent lands owned, leased or controlled by Grantor to or from said Permanent Easement for any and all purposes relating to or in any way connected with the construction, operation, maintenance and use of pipelines, structures, facilities and other property of the GRANTEE located on the Permanent Easement. GRANTEE shall have and is hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, expanding existing facilities or such additional facilities, pipelines and appurtenances as may be required in the future, and maintaining and removing said pipelines and appurtenances. GRANTEE shall have and is hereby granted the further right at all times to remove from said lands all crops, vegetation, undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of GRANTEE, restricts access, constitutes a hazard, or endangers the safety and/or the reliability of said pipelines or their appurtenances and/or the public, and/or the purpose of installing additional facilities. In the event exercise of access or egress rights across adjacent property of GRANTOR results in damage to adjacent property, GRANTEE shall restore said damaged property as close as is reasonable to its original condition.

PARCEL No. 01-16775-000

WATERLINE EASEMENTS

GRANTOR further agrees that the easements and rights-of-way described herein shall include the right of GRANTEE of setting and maintaining any necessary gates in fences adjacent to, over or across the limits of the easements and rights-of-way hereby granted, in the event that the construction, configuration of, access to or egress from the GRANTEE's facilities, make it necessary or desirable.

GRANTEE shall construct all facilities underground, but reserves the right at its option to construct manholes, valve boxes, air release valves and vaults, or any other necessary facility to a height above finished ground sufficient to protect the integrity of the system.

GRANTOR shall not erect any buildings, structures, or any other improvements, other than fences, above ground and within the Permanent Easement and no trees shall be planted or permitted by GRANTEE on said Permanent Easement. GRANTOR shall not be entitled to any compensation for trees, vegetation, undergrowth, growing crops, or other obstructions, trimmed, removed or disturbed within the Permanent Easement by virtue of GRANTEE's exercise of the rights under this agreement.

All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, successors and assigns of the parties hereto forever.

GRANTORS warrant that they own the above-described property.

WITNESS the execution hereof this the _____ day of _____, 2025.

_____

_____

PARCEL No. 01-16775-000
WATERLINE EASEMENTS

ACKNOWLEDGMENT

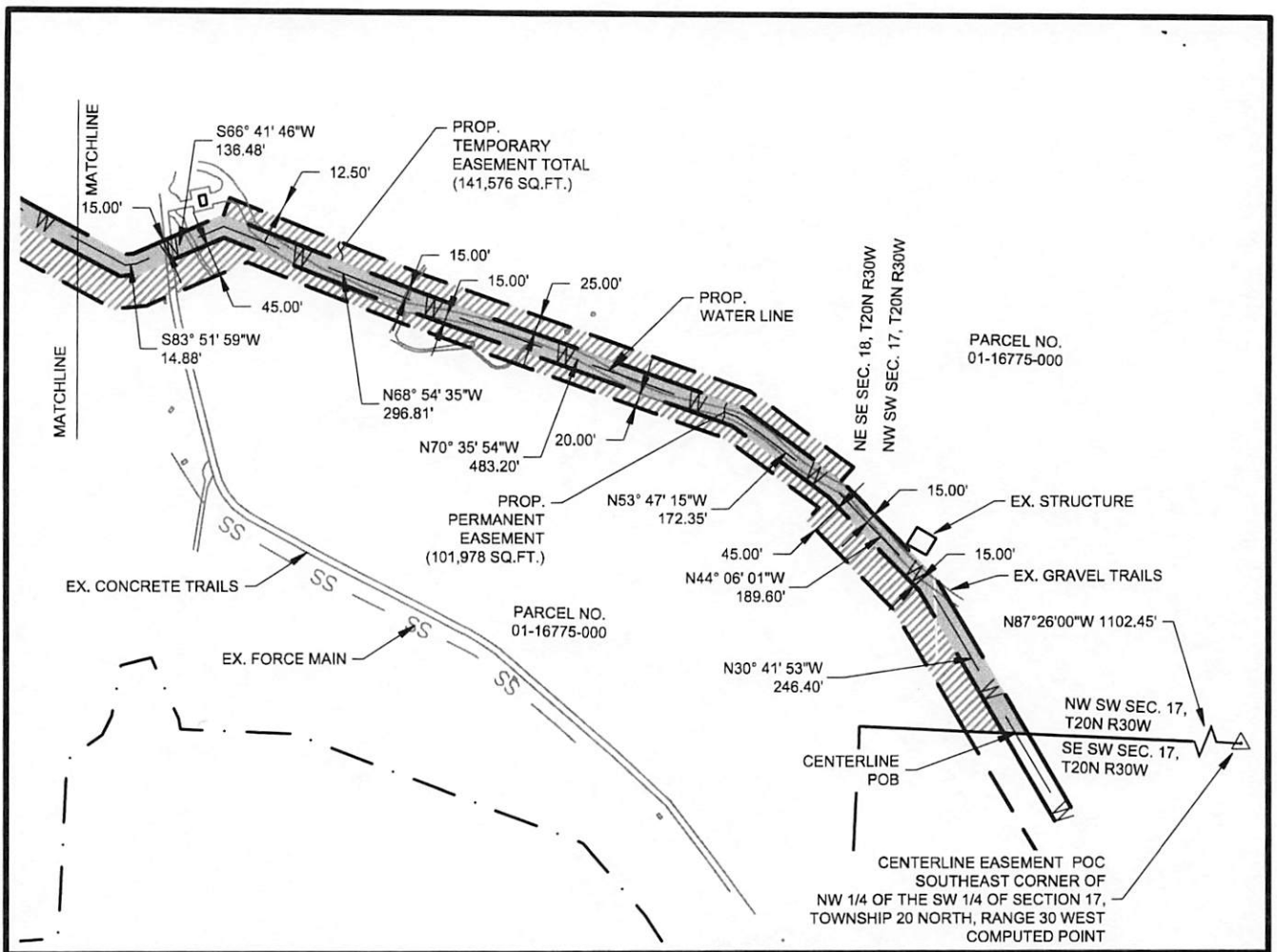
STATE OF ARKANSAS}
COUNTY OF _____}

BE IT REMEMBERED, that on this day came before me, a Notary Public, within and for said County and State, duly commissioned and acting, personally appeared the person(s) shown above, to me well known as the person(s) who executed the foregoing Waterline Easements.

WITNESS my hand and seal on this _____ day of _____, 2025.

_____
Notary Public

My Commission expires_____.



CENTERLINE EASEMENT:

A PERMANENT CENTERLINE EASEMENT 30 FEET WIDE, BEING 15 FEET ON EACH SIDE AND AN ADDITIONAL TEMPORARY EASEMENT 45 FEET TO THE SOUTHWEST UNLESS SHOWN DIFFERENTLY IN THE EXHIBIT, BEING A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION SEVENTEEN (17), TOWNSHIP TWENTY (20) NORTH, RANGE THIRTY (30) WEST, AS WELL AS A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHTEEN (18), TOWNSHIP 20 NORTH, RANGE 30 WEST, AND A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SE1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHEAST CORNER OF SAID NW1/4 OF THE SW1/4 OF SECTION 17, THENCE ALONG THE SOUTH LINE OF SAID NW1/4 OF THE SW1/4 OF SECTION 17 N87°23'00"W A DISTANCE OF 1102.45 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE EASEMENT; THENCE N30°41'53"W A DISTANCE OF 246.40 FEET; THENCE N44°06'01"W A DISTANCE OF 189.60 FEET; THENCE N53°47'15"W A DISTANCE OF 172.35 FEET; THENCE N70°35'54"W A DISTANCE OF 483.20 FEET; THENCE N68°54'35"W A DISTANCE OF 296.81 FEET; THENCE S66°41'46"W A DISTANCE OF 136.48 FEET; THENCE S83°51'59"W A DISTANCE OF 14.88 FEET; THENCE N62°09'13"W A DISTANCE OF 412.47 FEET; THENCE N61°32'15"W A DISTANCE OF 206.62 FEET; THENCE N38°27'38"W A DISTANCE OF 62.62 FEET; THENCE N67°07'33"W A DISTANCE OF 38.37 FEET; THENCE N63°35'55"W A DISTANCE OF 63.12 FEET; THENCE N67°33'04"W A DISTANCE OF 100.54 TO THE POINT OF TERMINATION. THE SIDE LINES OF THE HEREIN DESCRIBED CENTERLINE TO BE LENGTHENED OR SHORTENED SO AS TO INTERSECT WITH THE NORTH LINE OF SAID NW 1/4 OF THE SW 1/4 OF SECTION 17, AND THE EASTERN LINE OF PARCEL 01-20304-000 AS RECORDED IN BENTON COUNTY DOCUMENT L202204704. THE EASEMENT IS 2,787 FEET IN LENGTH, CONTAINING 2.34 ACRES (101,978 SQ.FT.) OF PERMANENT EASEMENT AND 3.25 ACRES (141,576 SQ.FT.) OF TEMPORARY EASEMENT, MORE OR LESS.

INDEX #36
CITY OF BENTONVILLE
1000 SW 14TH ST
BENTONVILLE AR 72712
PARCEL NO. 01-16775-000
TOTAL PERMANENT EASEMENT AREA = 2.34± ACRES (101,978 SQ. FT.)
TOTAL TEMPORARY EASEMENT AREA = 3.25± ACRES (141,576 SQ. FT.)

0 250'
1" = 250'-0"

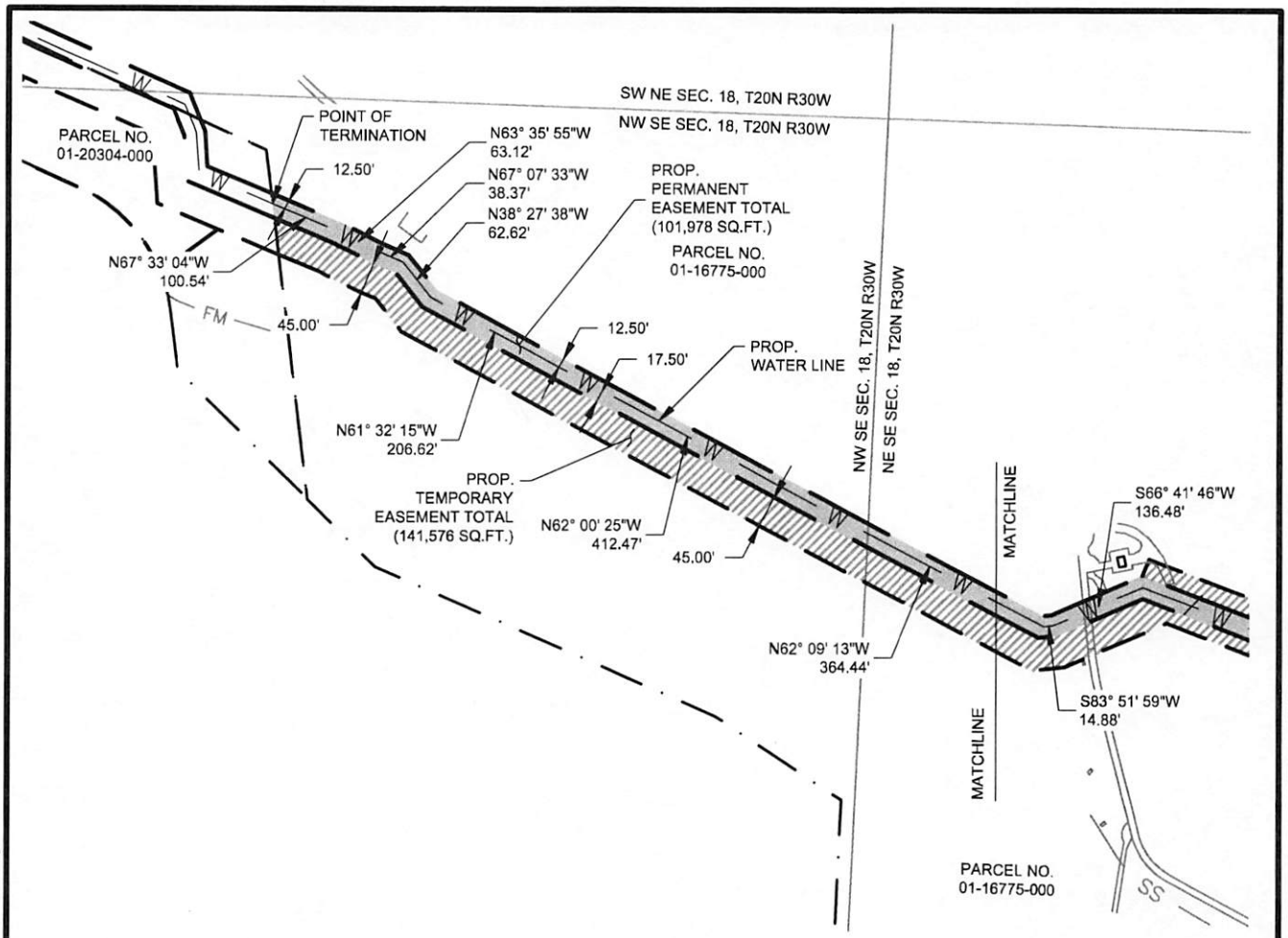
INDEX #36
EXHIBIT A

N

CRIST ENGINEERS, INC.
CONSULTING ENGINEERS
BENTON COUNTY, ARKANSAS
BWRPWA - DISTRIBUTION SYSTEM IMPROVEMENTS
PARALLEL WATER TRANSMISSION LINE
PHASE 2A
EXHIBIT A

DESIGNED: JDM
DRAFTED: CJM
CHECKED: JDM
DATE: JAN 2025
JOB NO.: 23018

P:\2023 Projects\23018 - BWRPWA - Phase 2 Water Transmission Line\06 - CADD\02 - Civil\00 - XREFS\23018 - Waterline Easements-REV2.dwg



CENTERLINE EASEMENT:

A PERMANENT CENTERLINE EASEMENT 30 FEET WIDE, BEING 15 FEET ON EACH SIDE AND AN ADDITIONAL TEMPORARY EASEMENT 45 FEET TO THE SOUTHWEST UNLESS SHOWN DIFFERENTLY IN THE EXHIBIT, BEING A PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION SEVENTEEN (17), TOWNSHIP TWENTY (20) NORTH, RANGE THIRTY (30) WEST, AS WELL AS A PART OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHTEEN (18), TOWNSHIP 20 NORTH, RANGE 30 WEST, AND A PART OF THE NORTHWEST QUARTER (NW1/4) OF THE SE1/4 OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHEAST CORNER OF SAID NW1/4 OF THE SW1/4 OF SECTION 17, THENCE ALONG THE SOUTH LINE OF SAID NW1/4 OF THE SW1/4 OF SECTION 17 N87°23'00"W A DISTANCE OF 1102.45 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE EASEMENT; THENCE N30°41'53"W A DISTANCE OF 246.40 FEET; THENCE N44°06'01"W A DISTANCE OF 189.60 FEET; THENCE N53°47'15"W A DISTANCE OF 172.35 FEET; THENCE N70°35'54"W A DISTANCE OF 483.20 FEET; THENCE N68°54'35"W A DISTANCE OF 296.81 FEET; THENCE S66°41'46"W A DISTANCE OF 136.48 FEET; THENCE S83°51'59"W A DISTANCE OF 14.88 FEET; THENCE N62°09'13"W A DISTANCE OF 412.47 FEET; THENCE N61°32'15"W A DISTANCE OF 206.62 FEET; THENCE N38°27'38"W A DISTANCE OF 62.62 FEET; THENCE N67°07'33"W A DISTANCE OF 38.37 FEET; THENCE N63°35'55"W A DISTANCE OF 63.12 FEET; THENCE N67°33'04"W A DISTANCE OF 100.54 TO THE POINT OF TERMINATION. THE SIDE LINES OF THE HEREIN DESCRIBED CENTERLINE TO BE LENGTHENED OR SHORTENED SO AS TO INTERSECT WITH THE NORTH LINE OF SAID NW 1/4 OF THE SW 1/4 OF SECTION 17, AND THE EASTERN LINE OF PARCEL 01-20304-000 AS RECORDED IN BENTON COUNTY DOCUMENT L202204704. CONTAINING 2.34 ACRES (101,978 SQ.FT.) OF PERMANENT EASEMENT AND 3.25 ACRES (141,576 SQ.FT.) OF TEMPORARY EASEMENT, MORE OR LESS.

INDEX #36
CITY OF BENTONVILLE
1000 SW 14TH ST
BENTONVILLE AR 72712
PARCEL NO. 01-16775-000
TOTAL PERMANENT EASEMENT AREA = 2.34± ACRES (101,978 SQ. FT.)
TOTAL TEMPORARY EASEMENT AREA = 3.25± ACRES (141,576 SQ. FT.)

0 250'
1" = 250'-0"

INDEX #36
EXHIBIT A

N

CRIST ENGINEERS, INC.
CONSULTING ENGINEERS
BENTON COUNTY, ARKANSAS
BWRPWA - DISTRIBUTION SYSTEM IMPROVEMENTS
PARALLEL WATER TRANSMISSION LINE
PHASE 2A
EXHIBIT A

DESIGNED: JDM
DRAFTED: CJM
CHECKED: JDM
DATE: JAN 2025
JOB NO.: 23018

P:\2023 Projects\23018 - BWRPWA - Phase 2 Water Transmission Line\06 - CADD\02 - Civil\00 - XREFS\23018 - Waterline Easements-REV2.dwg

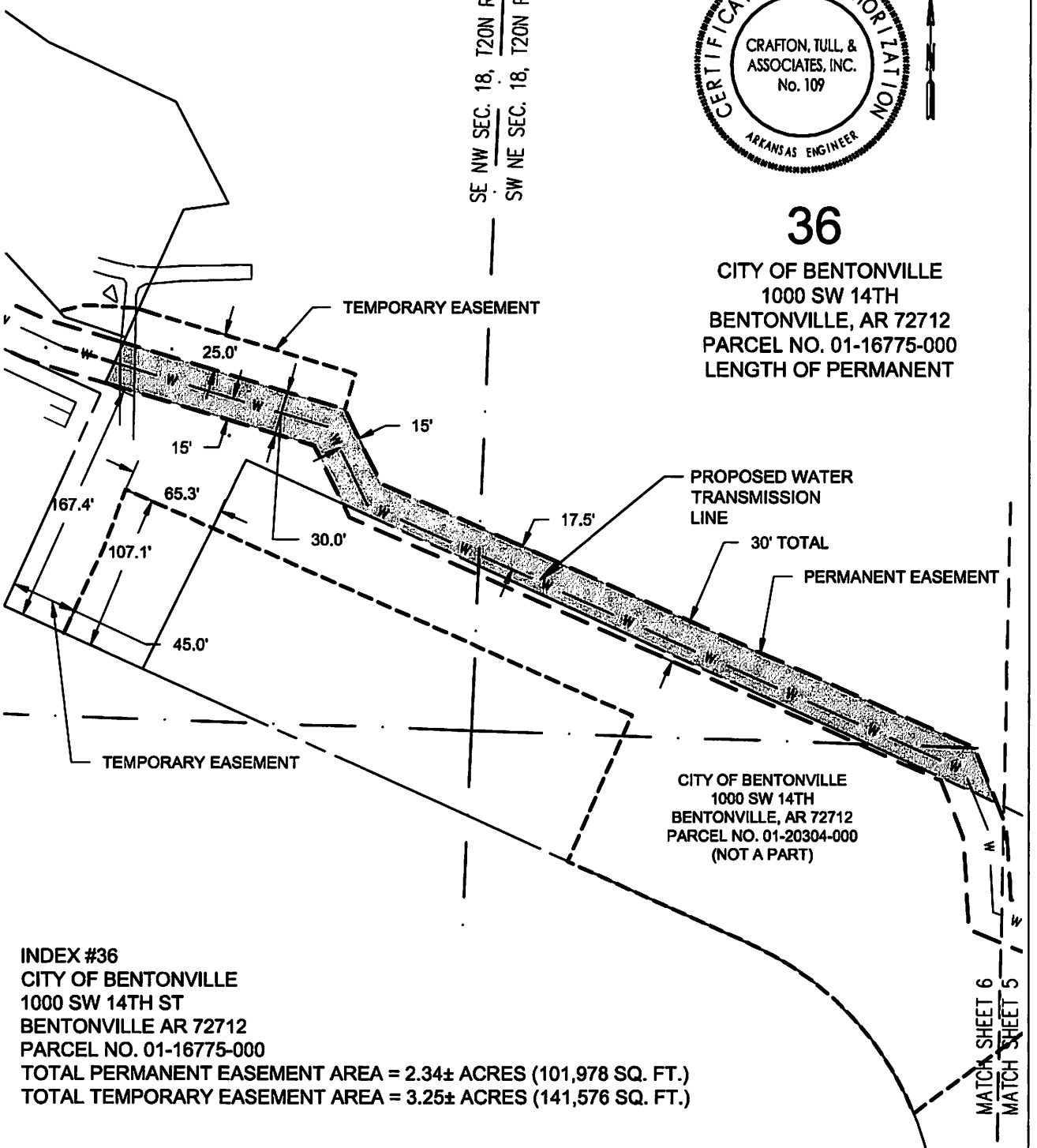
SECTION 17 & 18, T20N, R30W

SE NW SEC. 18, T20N R30W
SW NE SEC. 18, T20N R30W

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

36

CITY OF BENTONVILLE
1000 SW 14TH
BENTONVILLE, AR 72712
PARCEL NO. 01-16775-000
LENGTH OF PERMANENT



INDEX #36
CITY OF BENTONVILLE
1000 SW 14TH ST
BENTONVILLE AR 72712
PARCEL NO. 01-16775-000
TOTAL PERMANENT EASEMENT AREA = 2.34± ACRES (101,978 SQ. FT.)
TOTAL TEMPORARY EASEMENT AREA = 3.25± ACRES (141,576 SQ. FT.)

G:\23418400_BWRPWA\Ph2\INFRASTRUCTURE\SURVEY\DWG\23418400_ESMT.dwg

EXHIBIT PREPARED BY:

928 AIRPORT ROAD
HOT SPRINGS, ARKANSAS 71913
Crafton Tull
engineering | surveying
501.767.2366 t 501.767.6859 f
www.craftontull.com

0 100'

1" = 100'-0"

INDEX #36

N

EXHIBIT A

CRIST ENGINEERS, INC.
CONSULTING ENGINEERS
BENTON COUNTY, ARKANSAS
BWRPWA - WTP IMPROVEMENTS
PARALLEL WATER TRANSMISSION LINE
SEGMENT 2
EXHIBIT A

DESIGNED: DK
DRAFTED: RLS
CHECKED: DK
DATE: AUGUST 2024
JOB NO.: 23018
REV:

PAGE 6 OF 6

EXHIBIT "2" / EASEMENT DESCRIPTION

[To be Inserted]

PARCEL No. 01-20304-000

WATERLINE EASEMENTS

STATE OF ARKANSAS}
COUNTY OF BENTON}

KNOW ALL MEN BY THESE PRESENTS:

That, City of Bentonville, AR, (hereinafter referred to as the "GRANTOR") for and in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, paid by the Benton Washington Regional Public Water Authority (hereinafter the "GRANTEE"), the receipt and sufficiency of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey the GRANTEE, and unto its successors and assigns forever an permanent easement and right-of-way for constructing, operating, inspecting, maintaining, repairing, replacing, or removing water transmission pipeline(s) over, across and under a strip of land described in attached Exhibit "A" together with a temporary construction easement adjacent to the permanent right-of-way as needed for installation on the following described real property situated in Benton County, Arkansas, to-wit:

A "Permanent Easement" of the size and width as shown and described on Exhibit "A" which is attached hereto and incorporated herein by reference.

Also, a "Temporary Construction Easement" as shown on Exhibit "A" being parallel with said permanent easement unless shown otherwise, granted herein with said Temporary Construction Easement existing for the longer of one (1) year beginning with the initial construction on said property or until initial construction of the waterlines across the Permanent Easement are completed.

GRANTEE shall have the right of ingress and egress over, along and across adjacent lands owned, leased or controlled by Grantor to or from said Permanent Easement for any and all purposes relating to or in any way connected with the construction, operation, maintenance and use of pipelines, structures, facilities and other property of the GRANTEE located on the Permanent Easement. GRANTEE shall have and is hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, expanding existing facilities or such additional facilities, pipelines and appurtenances as may be required in the future, and maintaining and removing said pipelines and appurtenances. GRANTEE shall have and is hereby granted the further right at all times to remove from said lands all crops, vegetation, undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of GRANTEE, restricts access, constitutes a hazard, or endangers the safety and/or the reliability of said pipelines or their appurtenances and/or the public, and/or the purpose of installing additional facilities. In the event exercise of access or egress rights across adjacent property of GRANTOR results in damage to adjacent property, GRANTEE shall restore said damaged property as close as is reasonable to its original condition.

PARCEL No. 01-20304-000

WATERLINE EASEMENTS

GRANTOR further agrees that the easements and rights-of-way described herein shall include the right of GRANTEE of setting and maintaining any necessary gates in fences adjacent to, over or across the limits of the easements and rights-of-way hereby granted, in the event that the construction, configuration of, access to or egress from the GRANTEE's facilities, make it necessary or desirable.

GRANTEE shall construct all facilities underground but reserves the right at its option to construct manholes, valve boxes, air release valves and vaults, or any other necessary facility to a height above finished ground sufficient to protect the integrity of the system.

GRANTOR shall not erect any buildings, structures, or any other improvements, other than fences, above ground and within the Permanent Easement and no trees shall be planted or permitted by GRANTEE on said Permanent Easement. GRANTOR shall not be entitled to any compensation for trees, vegetation, undergrowth, growing crops, or other obstructions, trimmed, removed or disturbed within the Permanent Easement by virtue of GRANTEE's exercise of the rights under this agreement.

All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, successors and assigns of the parties hereto forever.

GRANTORS warrant that they own the above-described property.

WITNESS the execution hereof this the _____ day of _____, 2025.

_____

_____

PARCEL No. 01-20304-000
WATERLINE EASEMENTS

ACKNOWLEDGMENT

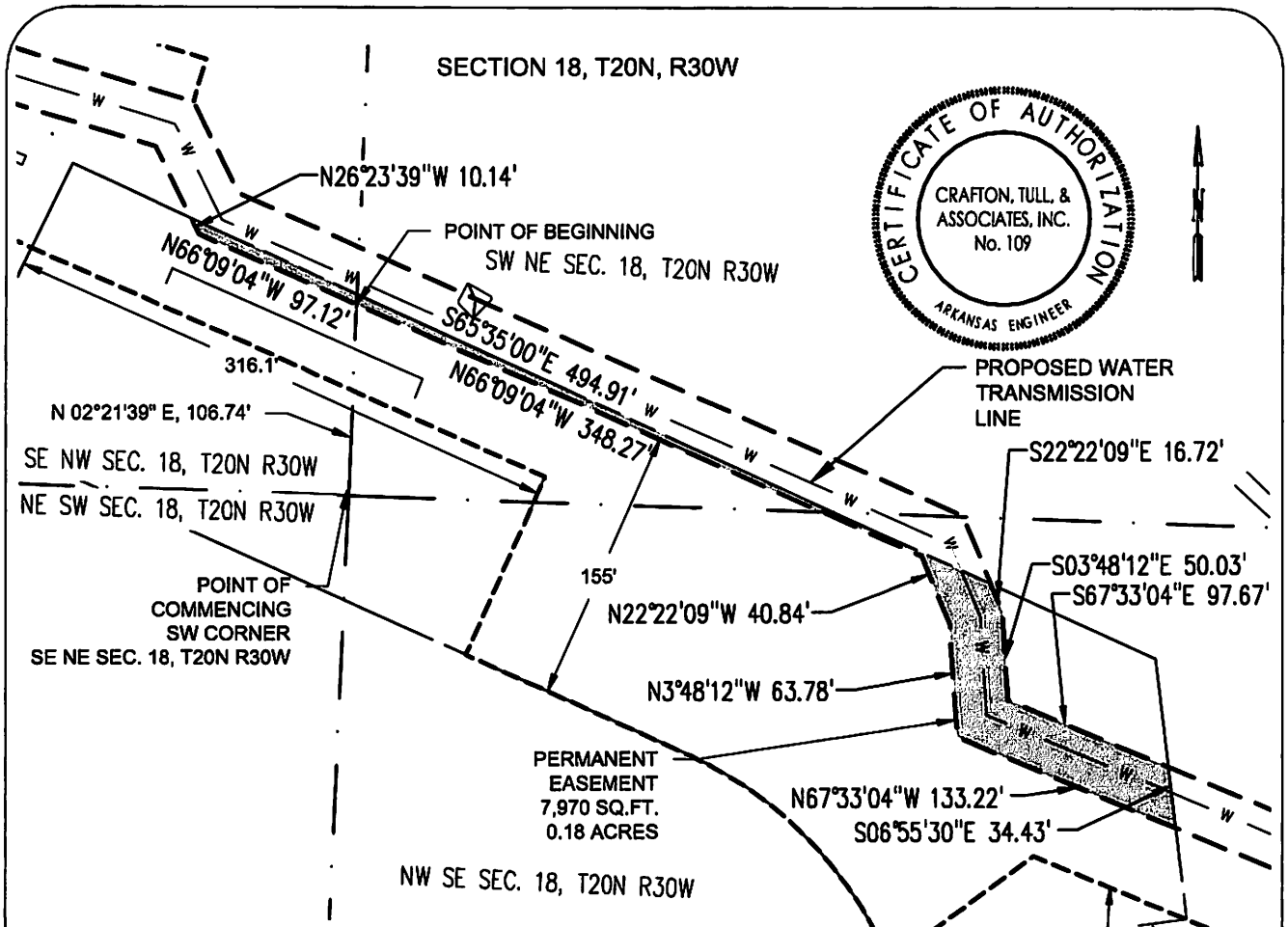
STATE OF ARKANSAS}
COUNTY OF _____}

BE IT REMEMBERED, that on this day came before me, a Notary Public, within and for said County and State, duly commissioned and acting, personally appeared the person(s) shown above, to me well known as the person(s) who executed the foregoing Waterline Easements.

WITNESS my hand and seal on this _____ day of _____, 2025.

_____
Notary Public

My Commission expires_____.



DESCRIPTION:

A VARIABLE WIDTH WATER LINE EASEMENT BEING PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 18, TOWNSHIP 20 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 02°21'39" EAST, 106.74 FEET TO THE POINT OF BEGINNING: THENCE NORTH 66°09'04" WEST, 97.12 FEET; THENCE NORTH 26°23'39" WEST, 10.14 FEET; THENCE SOUTH 65°35'00" EAST, 494.91 FEET; THENCE SOUTH 22°22'09" EAST, 16.72 FEET; THENCE SOUTH 03°48'12" EAST, 50.03 FEET; THENCE SOUTH 67°33'04" EAST, 97.67 FEET; THENCE SOUTH 06°55'30" EAST, 34.43 FEET; THENCE NORTH 67°33'04" WEST, 133.22 FEET; THENCE NORTH 03°48'12" WEST, 63.78 FEET; THENCE NORTH 22°22'09" WEST, 40.84 FEET; THENCE NORTH 66°09'04" WEST, 348.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.18 ACRES MORE OR LESS

37

CITY OF BENTONVILLE
1000 SW 14TH
BENTONVILLE, AR 72712
PARCEL NO. 01-20304-000
LENGTH OF PERMANENT EASEMENT = 196'

EXHIBIT PREPARED BY:

928 AIRPORT ROAD
HOT SPRINGS, ARKANSAS 71913
Crafton Tull
engineering | surveying
501.767.2366 t 501.767.6859 f
www.craftontull.com

0 100'

1" = 100'-0"

INDEX #37

N

EXHIBIT A

CRIST ENGINEERS, INC.
CONSULTING ENGINEERS
BENTON COUNTY, ARKANSAS
BWRPWA - WTP IMPROVEMENTS
PARALLEL WATER TRANSMISSION LINE
SEGMENT 2
EXHIBIT A

DESIGNED: DK
DRAFTED: RLS
CHECKED: DK
DATE: AUGUST 2024
JOB NO.: 23018
REV:

G:\23415400_BWRPWAPh2\INFRASTRUCTURE\SURVEY\DWG\23418400_ESMT.dwg

PAGE 4 OF 4

EXHIBIT "3" / EASEMENT DESCRIPTION

[To be Inserted]

PARCEL No. 01-16776-000

WATERLINE EASEMENTS

STATE OF ARKANSAS}
COUNTY OF BENTON}

KNOW ALL MEN BY THESE PRESENTS:

That, City of Bentonville, AR, (hereinafter referred to as the "GRANTOR") for and in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, paid by the Benton Washington Regional Public Water Authority (hereinafter the "GRANTEE"), the receipt and sufficiency of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey the GRANTEE, and unto its successors and assigns forever an permanent easement and right-of-way for constructing, operating, inspecting, maintaining, repairing, replacing, or removing water transmission pipeline(s) over, across and under a strip of land described in attached Exhibit "A" together with a temporary construction easement adjacent to the permanent right-of-way as needed for installation on the following described real property situated in Benton County, Arkansas, to-wit:

A "Permanent Easement" of the size and width as shown and described on Exhibit "A" which is attached hereto and incorporated herein by reference.

Also, a "Temporary Construction Easement" as shown on Exhibit "A" being parallel with said permanent easement unless shown otherwise, granted herein with said Temporary Construction Easement existing for the longer of one (1) year beginning with the initial construction on said property or until initial construction of the waterlines across the Permanent Easement are completed.

GRANTEE shall have the right of ingress and egress over, along and across adjacent lands owned, leased or controlled by Grantor to or from said Permanent Easement for any and all purposes relating to or in any way connected with the construction, operation, maintenance and use of pipelines, structures, facilities and other property of the GRANTEE located on the Permanent Easement. GRANTEE shall have and is hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, expanding existing facilities or such additional facilities, pipelines and appurtenances as may be required in the future, and maintaining and removing said pipelines and appurtenances. GRANTEE shall have and is hereby granted the further right at all times to remove from said lands all crops, vegetation, undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of GRANTEE, restricts access, constitutes a hazard, or endangers the safety and/or the reliability of said pipelines or their appurtenances and/or the public, and/or the purpose of installing additional facilities. In the event exercise of access or egress rights across adjacent property of GRANTOR results in damage to adjacent property, GRANTEE shall restore said damaged property as close as is reasonable to its original condition.

PARCEL No. 01-16776-000

WATERLINE EASEMENTS

GRANTOR further agrees that the easements and rights-of-way described herein shall include the right of GRANTEE of setting and maintaining any necessary gates in fences adjacent to, over or across the limits of the easements and rights-of-way hereby granted, in the event that the construction, configuration of, access to or egress from the GRANTEE's facilities, make it necessary or desirable.

GRANTEE shall construct all facilities underground but reserves the right at its option to construct manholes, valve boxes, air release valves and vaults, or any other necessary facility to a height above finished ground sufficient to protect the integrity of the system.

GRANTOR shall not erect any buildings, structures, or any other improvements, other than fences, above ground and within the Permanent Easement and no trees shall be planted or permitted by GRANTEE on said Permanent Easement. GRANTOR shall not be entitled to any compensation for trees, vegetation, undergrowth, growing crops, or other obstructions, trimmed, removed or disturbed within the Permanent Easement by virtue of GRANTEE's exercise of the rights under this agreement.

All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, successors and assigns of the parties hereto forever.

GRANTORS warrant that they own the above-described property.

WITNESS the execution hereof this the _____ day of _____, 2025.

_____

_____

PARCEL No. 01-16776-000
WATERLINE EASEMENTS

ACKNOWLEDGMENT

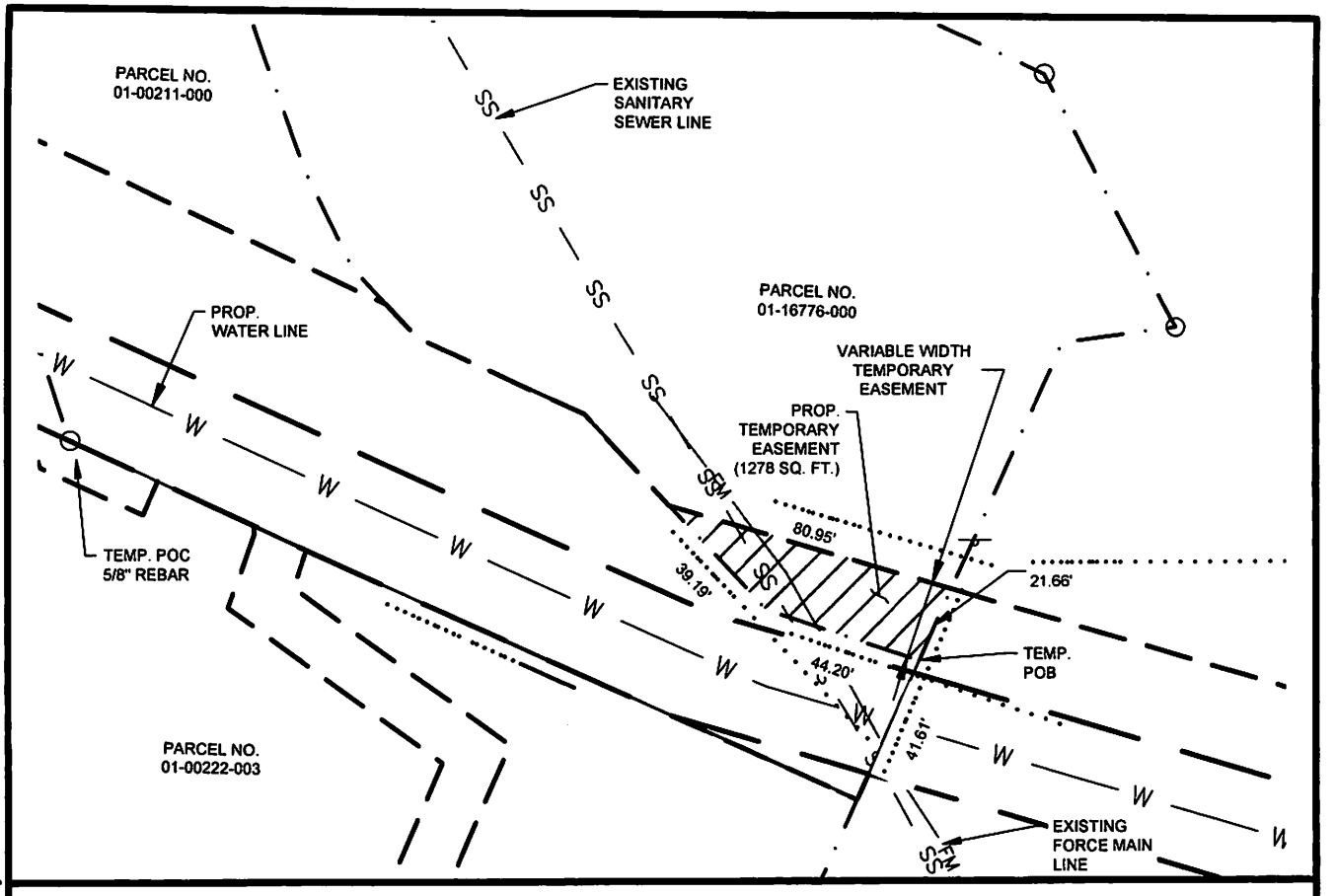
STATE OF ARKANSAS}
COUNTY OF _____}

BE IT REMEMBERED, that on this day came before me, a Notary Public, within and for said County and State, duly commissioned and acting, personally appeared the person(s) shown above, to me well known as the person(s) who executed the foregoing Waterline Easements.

WITNESS my hand and seal on this _____ day of _____, 2025.

_____
Notary Public

My Commission expires_____.



TEMPORARY EASEMENT:
A 40' TEMPORARY EASEMENT BEING A PART OF THE SOUTHEAST (SE) CORNER OF THE NORTHWEST (NW) QUARTER (1/4) OF SECTION 18, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING
THE POINT OF BEGINNING ~~THE POINT OF BEGINNING CONTAINING 0.03 ACRES~~
(1278 SQ. FT.), MORE OR LESS

INDEX #38
CITY OF BENTONVILLE AR
1000 SW 14TH ST
BENTONVILLE AR 72712
PARCEL NO. 01-16776-000

INDEX #38

0 50'
1" = 50'-0"

CRIST ENGINEERS, INC.
CONSULTING ENGINEERS
BENTON COUNTY, ARKANSAS
BWRPWA - DISTRIBUTION SYSTEM IMPROVEMENTS
PARALLEL WATER TRANSMISSION LINE
PHASE 2A
EXHIBIT
DESIGNED: JDM
DRAFTED: CJM
CHECKED: JDM
DATE: DEC 2024
JOB NO.: 23018

P:\2023 Projects\23018 - BWRPWA - Phase 2 Water Transmission Line\06 - CADD\02 - Civil\00 - XREFS\23018 - Waterline Easements-REV2.dwg

EXHIBIT "4" / CONNECTIONS

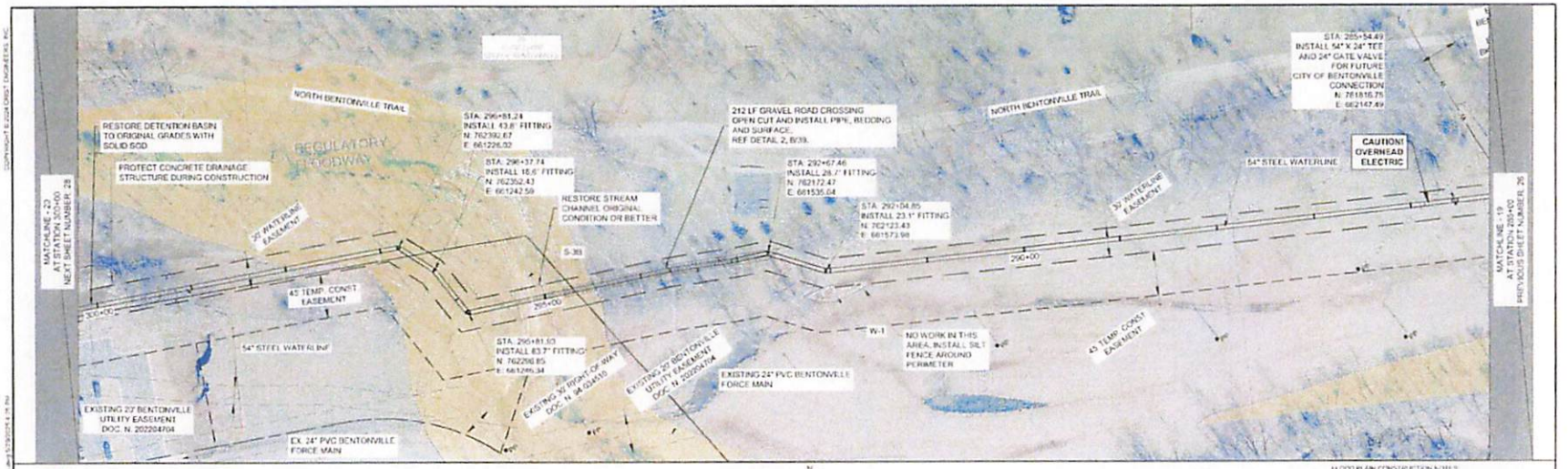
BWRPWA/Bentonville Addendum Description

Attached are plans sheets showing the locations of the two connection points for the emergency connections for Bentonville Water Utilities (BWU) to the Benton Washington Regional Public Water Authority (BWRPWA).

Description:

Two emergency connection points will be added to the BWRPWA 54" Transmission main at the locations shown on the plans (1 in Slaughter Pen Park and 1 on the West side of Peach Orchard Road). Connection points will be a 24" flanged steel outlet with a 24" Flange by Mechanical Joint Gate valve that is plugged for protection until the future connection materials are attached. BWRPWA will pay for the 24" Flanged Steel outlet, 24" Gate Valve and all appurtenances up to and including the 24" MJ Plug. Tee and valve shall remain property of BWRPWA and will be under their responsibility for maintenance.

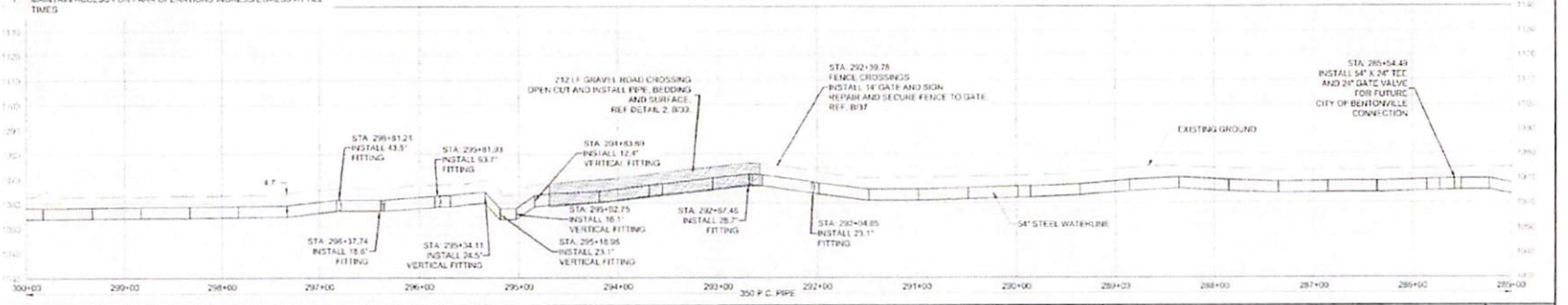
At such time BWU chooses to connect to the emergency connections, BWRPWA and the City of Bentonville will enter into an Emergency Connection Agreement and establish terms of the connections prior to any connection being made.



PLAN
SCALE: 1" = 50'

NOTES:
1. SEE GENERAL NOTES ON SHEET 3.
2. ADDITIONAL AIR RELEASE VALVES MAY BE REQUIRED BY THE CONTRACTOR TO FILL THE LINE. ANY ADDITIONAL AIR VALVES THAT ARE INSTALLED BY THE CONTRACTOR DURING FILLING OF THE LINE ARE TO REMAIN IN PLACE WITH CORP STOP VALVE.
3. SEE FLUSHING SEQUENCE SHEET 3.
4. PIPE PROFILE SHOWN IS APPROXIMATE AND IS TO BE VERIFIED BY THE CONTRACTOR.
5. FITTINGS SHOWN ON THIS PLAN IS FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR IS TO SUBMIT A PIPE LAYOUT PLAN. SEE GENERAL NOTES AND SPECIFICATIONS.
6. CLEAR AND GRUB PROPOSED 54" TRANSMISSION LINE PERMANENT AND CONSTRUCTION EASEMENTS.
7. MAINTAIN ACCESS FOR PARK OPERATIONS INGRESS/EGRESS AT ALL TIMES.

FLOOD PLAIN CONSTRUCTION NOTES:
1. ALL WORK WITHIN THE BENTONVILLE SPECIAL FLOOD HAZARD AREAS AS INDICATED ON THIS PLANS SHALL COMPLY WITH THE CITY OF BENTONVILLE FLOODPLAIN DEVELOPMENT PERMIT ISSUED FOR THIS PROJECT.
2. THE PROJECT WILL BE CONSTRUCTED AND RESTORED TO ORIGINAL ELEVATIONS AND GRADES. THERE IS NO IMPACT OR EXCHANGE'S TO THE BASE FLOOD ELEVATIONS, REGULATORY FLOODWAY ELEVATIONS, OR THE REGULATORY FLOODWAY WIDTHS.
3. CONTRACTOR SHALL NOT STORE MATERIALS OR EQUIPMENT WITHIN THE REGULATORY FLOOD PLAIN.
4. CONTRACTOR REMOVE EXCAVATED SPOILS FROM THE FLOODPLAIN IMMEDIATELY AFTER REMOVAL FROM THE PIPELINE TRENCH.



REV NO	DATE	DRWN	CHKD	REMARKS

1" = 10' VERT.
1" = 50' HORIZ.
THIS LINE MEASURES 1" WHEN PLOTTED FULL SIZE

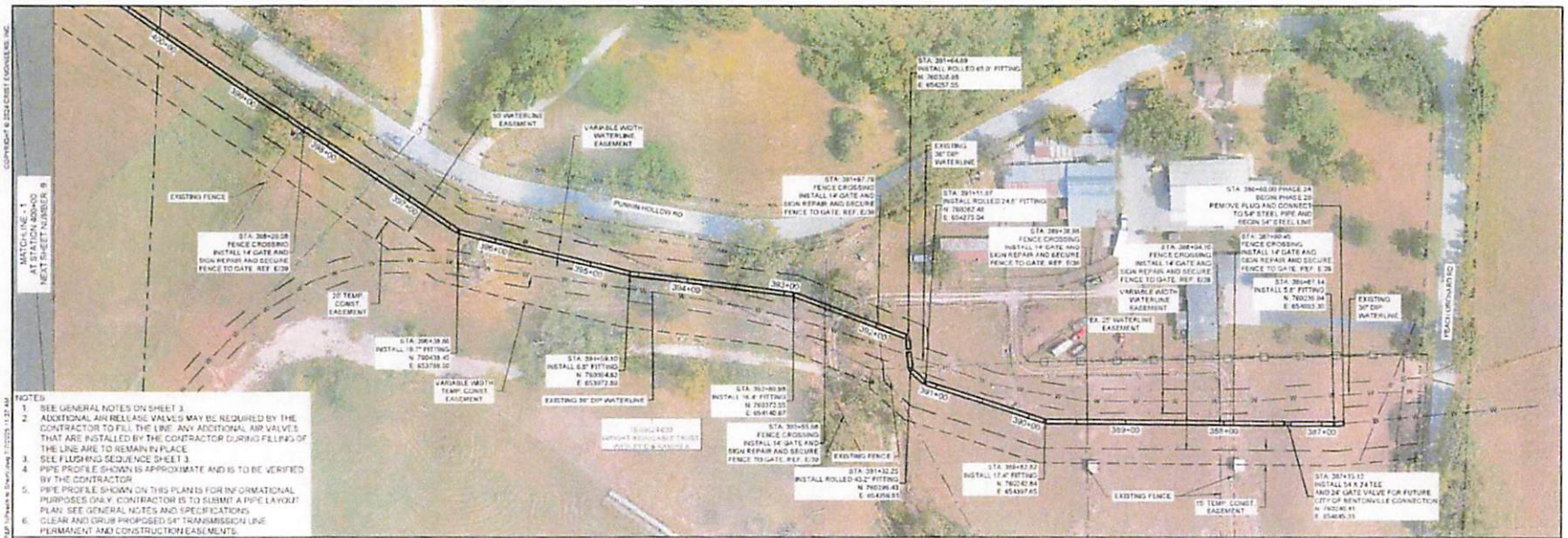
DESIGNED: JDK
DRAFTED: RDW
CHECKED: JDM
DATE: MAY 2025

CRIST ENGINEERS, INC.
CONSULTING ENGINEERS
1108 NORTH SALEM ROAD, SUITE 11
FAYETTEVILLE, ARKANSAS 72704
VOICE: (479) 695-3300
WWW.CRISTENGINEERS.COM

BENTON COUNTY, ARKANSAS
DISTRIBUTION SYSTEM IMPROVEMENTS
54" WATER TRANSMISSION LINE
PHASE 2A
CONSTRUCTION DOCUMENTS
PLAN & PROFILE - 285+00 - 300+00

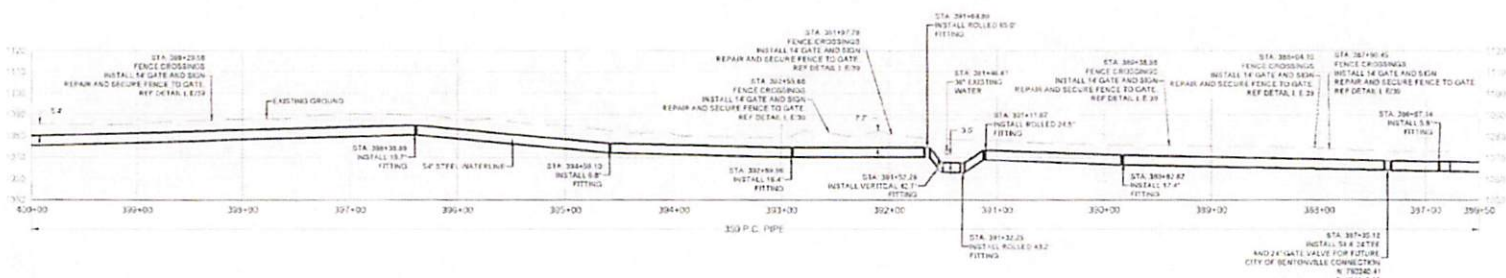
JOB NO. 23018
SHEET NO. 27

LSD 24-0050



NOTES:
1. SEE GENERAL NOTES ON SHEET 3.
2. ADDITIONAL AIR RELEASE VALVES MAY BE REQUIRED BY THE CONTRACTOR TO FILL THE LINE. ANY ADDITIONAL AIR VALVES THAT ARE INSTALLED BY THE CONTRACTOR DURING FILLING OF THE LINE ARE TO REMAIN IN PLACE.
3. SEE FLUSHING SEQUENCE SHEET 3.
4. PIPE PROFILE SHOWN IS APPROXIMATE AND IS TO BE VERIFIED BY THE CONTRACTOR.
5. PIPE PROFILE SHOWN ON THIS PLAN IS FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR IS TO SUBMIT A PIPE LAYOUT PLAN. SEE GENERAL NOTES AND SPECIFICATIONS.
6. CLEAR AND GRUB PROPOSED 54" TRANSMISSION LINE PERMANENT AND CONSTRUCTION EASEMENTS.

PLAN
SCALE: 1" = 50'



REV NO	DATE	DRAWN	CHK'D	REMARKS

1" = 20' VERT.
1" = 50' HORIZ.
THIS LINE MEASURES 1" WHEN PLOTTED FULL SIZE

DESIGNED: JDK
DRAFTED: BAP
CHECKED: JVM
DATE: Jul 2025

CRIST ENGINEERS, INC.
CONSULTING ENGINEERS
1188 NORTH SALEM ROAD, SUITE 14
FAYETTEVILLE, ARKANSAS 72704
TELEPHONE: (479) 455-3300
WWW.CRISTENGINEERS.COM

BENTON COUNTY, ARKANSAS
DISTRIBUTION SYSTEM IMPROVEMENTS
WATER TRANSMISSION LINE
PHASE 2B
PRELIMINARY DOCUMENTS
PLAN & PROFILE - 386+60-400+00

JOB NO: 23037
SHEET NO: 8

© 2025 Crist Engineers, Inc. - Phase 2B - Exhibits - Water Transmission Line - Phase 2B - EXHIBITS - Exhibits - Water Transmission P&P - Sheet 8 - Plan and Profile 386+60-400+00.dwg, 7/7/2025 11:37 AM

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH BENTON WASHINGTON REGIONAL PUBLIC WATER AUTHORITY APPROVING A CONTRACT TO SELL REAL ESTATE FOR UTILITY EASEMENT PURPOSES; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville desires to enter into an agreement with Benton Washington Regional Public Water Authority to grant an easement in exchange for the construction of two (2) 24" emergency connections;

WHEREAS, the two (2) connections will help Bentonville Water serve the North side of its system in an emergency situation; and

WHEREAS, no budget adjustment is needed as there is no cost to the City.

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 Benton Washington Regional Public Water Authority approving a contract to sell real estate for utility easement purposes which will provide the City of Bentonville with two (2) 24" emergency connections at no cost to the City;

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