



## **BENTONVILLE CITY COUNCIL AGENDA**

**Regular City Council Meeting  
Community Development  
Planning Commission Meeting Room**

**Tuesday, March 10, 2020 6:00 p.m.  
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)  
Questions, Comments and Discussion from City Council Members on Tonight's  
Agenda  
Call to Order  
Pledge of Allegiance  
Moment of Silence – For our Military Forces  
Roll Call  
Approval of Minutes: February 25, 2020**

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### **AGENDA**

1. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Roth Annexation). **(Pages 6-29)**
2. Planning:
- 2a. **Ordinance changing real estate from A-1, Agricultural to C-2, General Commercial, Patton Family Trust, RZ20-0003.**  
**(Pages 32-36)**  
**The Planning Commission voted 7-0, recommending approval.**

The Future Land Use Plan currently depicts this property as Residential Estate. Residential Estate areas typically include large detached single-family homes and may include public uses that support residents. At the time the Future Land Use Plan was prepared, the property was un-developed, greater than one acre in size, and in close proximity to existing residential development. While the proposed zoning of C-2 is not consistent with the Future Land Use Plan, this property will serve as a transition between the single-family residences to the north, and the 5 lane arterial road to the south. C-2, General Commercial areas should include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services and offices. Staff recommends approval of the rezoning due to the site's location along an arterial street, E Centerton Boulevard, which contains a number of commercial uses along the corridor.

- 2b. **Ordinance amending an existing PUD, Planned Unit Development for J3, Applejack, LLC, SE J Street.**

(Pages 37-47)

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

According to the applicant's narrative, the intent of this PUD amendment is to serve three purposes. First, the applicant wishes to amend the depiction of four-story commercial at the southeast corner of the site to allow for six-story development. Second, the applicant wishes to add a hotel as an allowable use of the PUD. Third, the applicant wishes to amend the parking to allow for one parking space per four guest rooms for hotels. Specific elevations and development proposals shall be provided prior to Large Scale Development. Staff recommends approval of the proposed PUD Amendment due to the site's proximity to a major arterial road (SE J Street) and development trends in the area. Mixed-Use Development aligns with the City's Future Land Use Plan and might help spur additional growth in the area.

- 2c. **Ordinance accepting a lot split of Lots 1-2 of KFC Subdivision, Patton Family Trust, 1618 E Centerton Boulevard, A-1, Agriculture (pending rezoning to C-2, General Commercial).**

(Pages 49-51)

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

A lot split of a 6.04-acre piece of un-platted section land, creating new Lot 1 (+/- 0.83 acres) and Lot 2 (+/- 5.20 acres) of KFC Subdivision. The plat dedicates utility easements along the exterior property lines of each lot. Right-of-way along both sides of SW Tater Black will be dedicated for the length of the property by a separate document to meet the requirements of the Master Street Plan. Adequate right-of-way exists along E Centerton Boulevard. A cross access easement is provided to allow cross access to the lot to the east from SW Tater Black Road.

- 2d. **Ordinance accepting a property line adjustment of Lots 1-2 of Old Whayne Subdivision, STJ Holdings, LLC , 210 Old Whayne Road, R-1, Single Family Residential.**

(Pages 52-56)

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

A property line adjustment of Lot 1 of Alice Valley Subdivision, creating new Lots 1 (+/- 3 acres) and 2 (+/- 5.1 acres). The plat dedicates additional right-of-way along NE 2<sup>nd</sup> Street per the Master Street Plan. The plat dedicates additional utility easements on the western property line and along NE 2<sup>nd</sup> Street.

- 2e. **Ordinance accepting a property line adjustment of Lot 15, Block 5 of Clark's 2<sup>nd</sup> Addition, April Seggebruch, 308 SW D Street, R-1, Single Family Residential.**

(Pages 57-60)

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

A property line adjustment of Lot 14 and parts of Lots 9 and 12, Block 5 of Clark's 2<sup>nd</sup> Addition, creating new Lot 15, Block 5 (+/- .51 acres). The plat dedicates an



additional one foot of right-of-way along SW D Street. The plat dedicates a 15-foot utility easement along the SW D Street frontage.

3. Appeal to a planning commission decision for a rezoning request by Paul & Sue Ollar of land located northwest of the intersection of SW Regional Airport Boulevard and Greenhouse Road. A rezoning request from A-1, Agricultural to PRD, Planned Residential Development for a development to be known as The Reserve. **(Pages 61-76)**
4. A resolution to support the installation of artwork titled "ColorFULL" on the supports of the pipe in Park Springs Park. Chance Snider, an art teacher with Thomas Jefferson Elementary, submitted the proposal, which was approved by the Public Art Advisory Committee and the Bentonville Parks and Recreation Advisory Board. The Thomas Jefferson PTO is funding the paint and Mr. Snider and art club students will paint the artwork. There is no cost to the city. Proposal attached. **(Pages 77-86)**
5. A resolution to support the temporary installation of the artwork "Disposable Youth" by Meraki Videography at the Bentonville Public Library from April 10 to May 1 in advance of the Bentonville Film Festival, which is April 29 through May 2. The project was approved by the Public Art Advisory Committee on January 13, 2020. Hadi Dudley, Bentonville Public Library Director, has approved of the installation at the library. The project is estimated at \$2,850.00 and will be funded by the Public Art Advisory Committee. This is a budgeted item. Proposal attached. **(Pages 87-89)**
6. A resolution to support the temporary installation of artwork titled "Universal Inseparability" by Ben Pierce at Park Springs Park in the southwest corner of the intersection of NW A Street and Tiger Boulevard. The artwork was selected by the Public Art Advisory Committee as part of a request for proposals. The Parks and Recreation Advisory Board supports the installation. The artwork will be on display for two years at a total cost of \$7,924.00. This is a budgeted item. Memo and proposal attached. **(Pages 90-97)**
7. Bid award to Corgill Construction Inc. for rehabilitation of sanitary sewer manholes throughout the City of Bentonville's sanitary sewer collection system. Corgill's services will be for 2020 and shall not exceed our 2020 budgeted amount of \$55,000.00. Thank you for your consideration of this request. **(Pages 98-124)**
8. Ordinance requesting a waiver of the bidding process for repair of an 85HP Flygt pump for Mckissic Lift Station. Cost includes shipping but not taxes. **(Pages 125-135)**
9. Resolution setting a public hearing for March 24, 2020 for an Alley Right of Way Vacation at 1235 NE Monroe of W.A. Burks Addition. **(Pages 136-138)**
10. Bid Award for construction of the Walton Boulevard and NW 3rd Street Improvements Project, IFB20-12. Decco Contractors-Paving, Inc. is the apparent low bidder in the amount of \$654,598.25. **(Pages 139-143)**
11. Bid Award authorizing the Mayor and City Clerk to award the bid for a Brush Bandit wood chipper to Henard Utility Products in the amount of \$94,611.29. This is a 2020 budgeted item. **(Pages 144-146)**

12. Bid Award authorizing the Mayor and City Clerk to award the bid for a wheeled mini-Jarraff and full tilt trailer to Jarraff Industries in the amount of \$165,677.00 plus tax. This is a 2020 budgeted item. **(Pages 147-149)**
13. Bid Award authorizing the Mayor and City Clerk to award the bid for a walk behind loader with attachments to Vermeer Mid-South, Inc. in the amount of \$54,248.53 plus tax. This is a 2020 budgeted item. **(Pages 150-152)**
14. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Crafton Tull, in the amount of \$37,900.00 plus \$500.00 for reimbursables expenses, for design and construction documents for renovations at Old Tiger Stadium Park. **(Pages 153-167)**
15. Resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI, in the total fee of \$27,500.00, for surveying services for the Future SW 28th Street Park. **(Pages 168-178)**
16. Bid Award IFB-20-13 in the amount of \$44,348.00 to Mowing and More for Mowing Services for Parks and Recreation. **(Pages 179-196)**
17. Ordinance approving the purchase, in the amount of \$30,670.00, plus tax, of an Eco-Counter Trail Counter with display for the Razorback Greenway. The project is part of a multiple project Razorback Greenway Improvements Grant from the Walton Family Foundation. **(Pages 197-202)**
18. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Stephens Investments as a Municipal Advisor. The contract is for three years with five one year renewals. **(Pages 203-215)**
19. Resolution to surplus a 2013 Excellance Ambulance that was involved in an accident on September 20, 2019 on I-49. **(Pages 216-220)**
20. Budget Adjustment in the amount of \$15,835.00 to purchase an Aero Clave disinfectant machine for the fire department. This is the recommended way of disinfecting large areas. **(Pages 221-222)**
21. City Council approval of Mayor Orman's appointment of Octavio Sanchez as the ex-officio member to the City of Bentonville's Utility Board. Term to run from March 24, 2020 through December 31, 2023. **(Page 223)**
22. Resolution requesting City Council approve the adoption of the updated 2020 Part-Time Pay Plan. The implementation of the State minimum wage increase for 2020 (+.75¢) and the pending minimum wage increase for 2021 (\$1.00) has necessitated an update to the current part-time pay plan to be able to attract and retain part-time employees. The City incurs NO COST in making this change and all future 2020 part-time wage increase must be budgeted in the 2020 budget before they are enacted. **(Pages 224-228)**
- 23a. Ordinance approval for a change in the pay plan to allow for the conversion of a Part-Time Administrative Assistant to a Financial Analyst (Grade 20) and establish Financial Analyst as a new position in the pay plan. **(Pages 229-231)**

- 23b. Approval of a budget adjustment to allow for the conversion of a Part-Time Administrative Assistant to a Financial Analyst (Grade 20). **(Pages 232-233)**



| CHECK ALL THAT APPLY |                   |       |  |
|----------------------|-------------------|-------|--|
|                      | Bid Award         | Bid # |  |
|                      | Budget Adjustment |       |  |
|                      | Change Order      |       |  |
|                      | Informational     |       |  |
| X                    | Ordinance         |       |  |
|                      | Resolution        |       |  |
|                      | Other             |       |  |

### AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by: Jim Wheelless

Department

Phone

271-3112

#### ACTION REQUIRED:

An Ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Roth Annexation).

#### COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$   |
| Funds Expended to Date     |      |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



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

**AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BENTONVILLE, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF BENTONVILLE, AND ASSIGNING SAME TO WARDS.**

**WHEREAS**, petition was filed with the County Clerk of Benton County, Arkansas by all of the owners of the hereinafter described territory, said owners being listed in Exhibit "A" to this ordinance, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

**WHEREAS**, on the 31st day of January, 2020, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

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

**Section 1.** That the land described on the attached Exhibit "B," which includes both the territory sought to be annexed by the petitioners and the dedicated public roads and rights of way abutting or traversing the property proposed to be annexed, is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the petition to annex that property is hereby granted and the property described in Exhibit "B" is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

**Section 2.** That the above described territory shall be annexed to and made a part of Ward 3 of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

**Section 3.** That the above described territory shall be zoned A-1, to be used in accordance with City zoning laws and the laws of the State of Arkansas.

**Section 4:** That this ordinance shall become effective 30 days from its passage and approval.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF March, 2020.**

**APPROVED:** \_\_\_\_\_  
**HON. STEPHANIE ORMAN, Mayor**

**ATTEST:** \_\_\_\_\_  
**HON. LINDA SPENCE, City Clerk**

**Roth Annexation**  
**Exhibit "B"**

The East Half of the North Half of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 21,  
Township 19N, Range 31W, Benton County, Arkansas, and being more  
particularly described as follows:

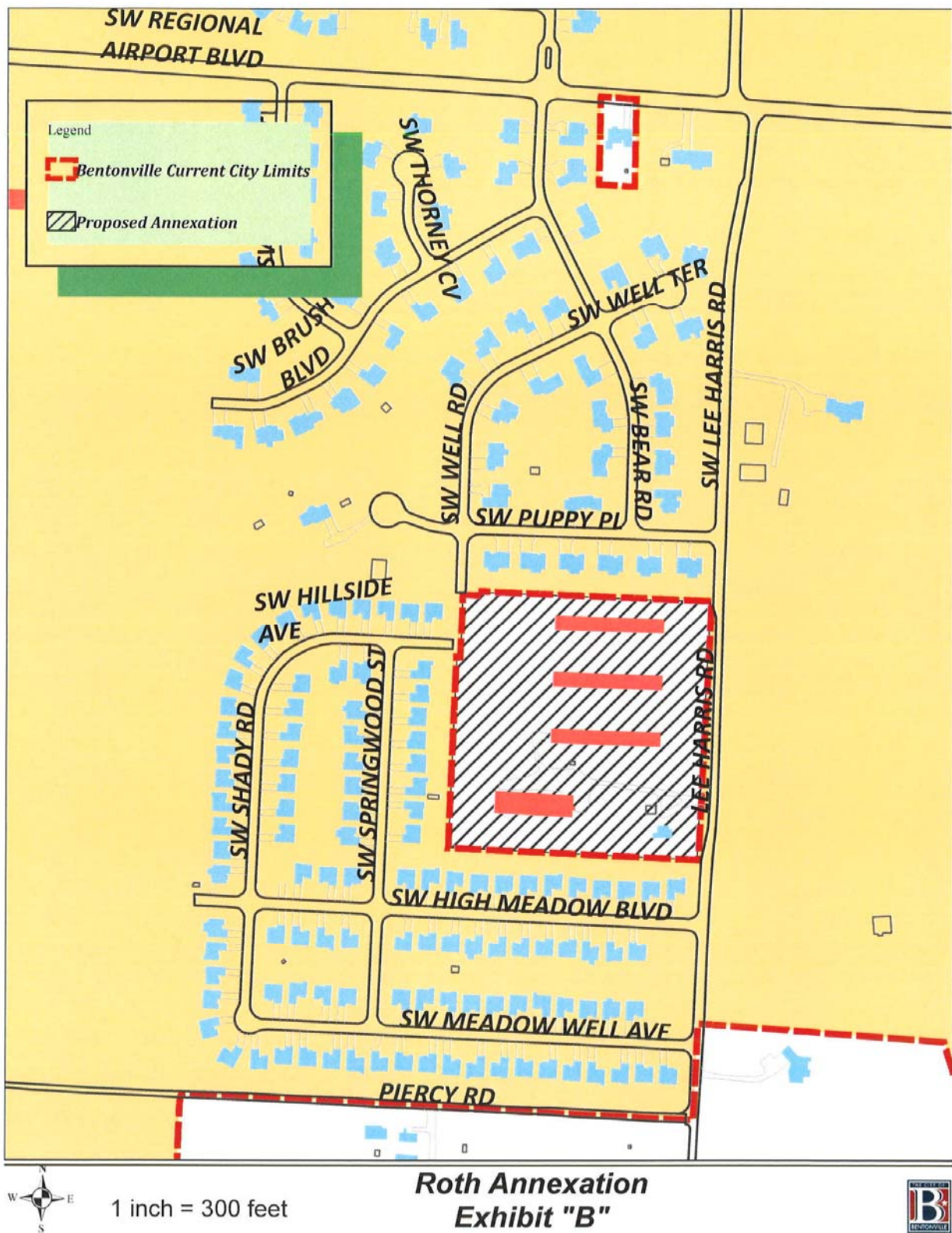
Beginning at the NE Corner of said East Half of the North Half of the SW  $\frac{1}{4}$  of  
the NE  $\frac{1}{4}$  of Section 21.

Thence S  $2^{\circ} 34' 44''$  W, 659.38';

Thence N  $87^{\circ} 10' 58''$  W, 658.34';

Thence N  $02^{\circ} 35' 17''$  E, 659.97';

Thence S  $87^{\circ} 07' 53''$  E, 658.24' to the Point of Beginning.





FILED

2020 JAN 27 PM 2:58

CO. CLERK

January 27<sup>th</sup>, 2020

Hon. Betsy Harrell, County Clerk  
Benton County Administration Building  
215 East Central  
Bentonville, AR 72712

Re: ROTH Annexation.

Dear Ms. Betsy Harrell:

This letter accompanies the voluntary annexation petition being filed today by me on behalf of the City of Bentonville. In addition to the petition, accompanying this letter, please find:

- 1) a copy of the Arkansas GIS Office approval of the legal description as provided for in § 14-40-101 of the Arkansas Code.

Item 1) is not required by the 100% annexation statute, but does show up elsewhere in the Code so we thought it appropriate to provide it.

I am aware the County Judge has authority to require adjoining road right-of-way be added to this annexation. My review indicates there is no adjoining road right-of-way with respect to this proposed annexation.

Sincerely,



James M. Wheelless, GIS Coordinator  
City of Bentonville

enc

# BENTON COUNTY

STATE OF ARKANSAS

RECEIVED FEB 06 2020

**BETSY HARRELL**

**COUNTY CLERK & VOTER REGISTRAR**

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

**PROBATE COURT CLERK**

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

January 31, 2020

Honorable Stephanie Orman  
City of Bentonville  
117 W. Central Ave  
Bentonville, AR 72712

Re: In the Matter of Annexing to the City of Bentonville, Arkansas Certain  
Territory Contiguous To Said City of Bentonville, Arkansas

Dear Mayor Orman:

The County has received and processed a proposed annexation pursuant to ACA § 14-40-609 related to annexations by 100% of the property owners. I am transmitting to you a copy of the documents relating to the proposed annexation for consideration by the Bentonville City Council.

If your council and you approve the annexation, please ask your clerk or recorder to return to me one (1) certified copy of the plat of the annexed property and one (1) certified copy of the ordinance or resolution approving the annexation so that I can send those on to the Secretary of State as required by the statute.

Please feel free to contact me if you have questions.

Sincerely,

  
BETSY HARRELL, County Clerk

enc

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

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

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

FILED

IN THE MATTER OF ANNEXING TO THE  
CITY OF BENTONVILLE, ARKANSAS  
CERTAIN TERRITORY CONTIGUOUS TO SAID  
CITY OF BENTONVILLE, ARKANSAS

2020 JAN 31 AM 9:07

CLERK OF COURT  
CO. & PROBATE CLERK  
BENTON COUNTY, AR

COUNTY COURT CASE NO. CC 2020-01

ORDER AUTHORIZING ANNEXATION PURSUANT TO ACA § 14-40-609

I, Barry Moehring, County Judge of Benton County, having reviewed the attached petition for annexation and verification of petition, hereby find that the petition:

- 1) is in writing;
- 2) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming their desire to be annexed;
- 3) contains an accurate description of the relevant property or properties;
- 4) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;
- 5) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town – additionally a copy of the letter from the State of Arkansas GIS office approving the legal description for the annexation was provided; and
- 6) includes a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.

The County Clerk is directed to forward a copy of this order and the related Petition to the Mayor of the City of BENTONVILLE.

  
HON. BARRY MOEHRING, County Judge

Date

1/31/2020

2020

501  
~~495~~

IN THE MATTER OF ANNEXING TO THE  
CITY OF BENTONVILLE, ARKANSAS  
CERTAIN TERRITORY CONTIGUOUS TO SAID  
CITY OF BENTONVILLE, ARKANSAS

FILED

2020 JAN 29 AM 9:08

BETSY HARRELL  
CO. CLERK  
BENTON COUNTY, AR

CC 2020-01

VERIFICATION OF PETITION FOR ANNEXATION PURSUANT TO ACA § 14-40-609

We, Betsy Harrell, County Clerk of Benton County, and Roderick Grieve, County Assessor of Benton County, attest as follows:

Our offices have received the attached petition seeking annexation. The petition has been reviewed and we hereby verify that the petition:

- (A) is in writing;
- (B) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming the desire to be annexed;
- (C) contains an accurate description of the relevant property or properties;
- (D) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;
- (E) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town; and
- (F) include a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.

  
HON. BETSY HARRELL, County Clerk

  
HON. RODERICK GRIEVE, County Assessor



FILED  
2020 JAN 28 AM 10:04

DEPT. HANCOCK  
CO. & PROBATE CLERK  
BENTON COUNTY, AR

Date: January 28, 2020  
Subject: Proposed Annexation Checklist  
CC 2020-01 Bentonville, AR

☒ (A) is in writing;

☒ (B) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming the desire to be annexed;

☒ (C) contains an accurate description of the relevant property or properties;

☒ (D) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;

☒ (E) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town; and

☒ (F) include a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.

N/A [Additionally, we note that the legal description in (B) does not include in its description certain dedicated public roads and rights of way abutting or traversing the property to be annexed, the legal descriptions for which are included on the attached Exhibit "A"]

Please contact [REDACTED]

Michael D. Million  
Manager – GIS-Mapping Dept.  
Benton County Assessor's Office  
Phone: 479-271-1037, ext. 7004  
Email: michael.million@bentoncountyar.gov

FILED

2020 JAN 27 PM 2:57

CLERK OF COURT  
BENTONVILLE, ARKANSAS

IN THE MATTER OF ANNEXING TO THE CITY  
OF BENTONVILLE, ARKANSAS CERTAIN TERRITORY  
CONTIGUOUS TO SAID CITY

NO. 2020-01

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 10<sup>th</sup> December 2019

Come now the undersigned petitioners, and state as follows:

1. That we, owning 100% of the property in the following described area, do hereby petition, pursuant to A.C.A. §14-40-609, the City Council of Bentonville, Arkansas, to annex the following lands to the City of Bentonville, Arkansas.

Refer to Exhibit "A"

2. We further state that this petition is signed by one hundred percent (100%) of the real estate owners owning one hundred percent (100%) of the acreage in said area and that the area to be annexed does not contain property whose owners do not wish to have their property annexed.

3. That said property description herein is contiguous to and adjoining the present City of Bentonville city limits, as shown on the map attached hereto as Exhibit "B".

4. That no enclaves will be created if this petition is accepted and the territory annexed into the City of Bentonville.

5. That the following schedule of services shall be extended to the area by the City of Bentonville within three (3) years after the date the annexation becomes final:

All properties annexed into the City of Bentonville are provided with Police, Fire and EMS services.

Additional services such as water and sewer may be provided if readily available. Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals.

FILED

6. That a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties attached hereto as Exhibit "C" and is made part of this petition as if set out word for word herein.

CEISY HARRELL

7. That a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the City of Bentonville and that no enclaves will be created if the property or properties are accepted by the City of Bentonville is attached hereto as Exhibit "D" and is made part of this petition as if set out word for word herein.

8. That each of the undersigned persons executing this petition has confirmed by their signature a desire that their property, which is included in the property described above, be annexed into the City of Bentonville.

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

FILED  
2020 JAN 27 PM 2:57

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

|                                                                                                  |                                                             |                                                                                            |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------------------------|
|                 | Trustee of Randy Roth Irrevocable<br>Trust, General Partner | Trustee, Randy Roth Irrevocable Trust                                                      |
| <b>Signature of Property Owner or<br/>Legal Representative of Property Owner,<br/>Petitioner</b> |                                                             | <b>Title, if applicable (i.e. Trustee,<br/>(Managing Member, President,<br/>Secretary)</b> |

18-09093-000

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas     )  
                                  )     ss.  
County of Benton     )

On this the 12th day of December, 2019, before me, the undersigned officer, personally appeared AMi Roth, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.



My Commission Expires:

May 21, 2022





I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

FILED  
2020 JAN 27 PM 2:57

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

  
Trustee of Jeff Roth Irrevocable  
Trust, General Partner

Signature of Property Owner or  
Legal Representative of Property Owner,  
Petitioner

Trustee, Jeff Roth Irrevocable Trust  
Title, if applicable (i.e. Trustee,  
(Managing Member, President,  
Secretary)

18-09093-000

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas     )  
                                      )     ss.  
County of Benton     )

On this the 12<sup>th</sup> day of December, 2019, before me, the undersigned officer, personally appeared Dana Roth, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

My Commission Expires:

May 21, 2022



FILED

**Roth Annexation**  
**Exhibit "A"**

2020 JAN 27 PM 2:57

The East Half of the North Half of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 21,  
Township 19N, Range 31W, Benton County, Arkansas, and being more  
particularly described as follows:

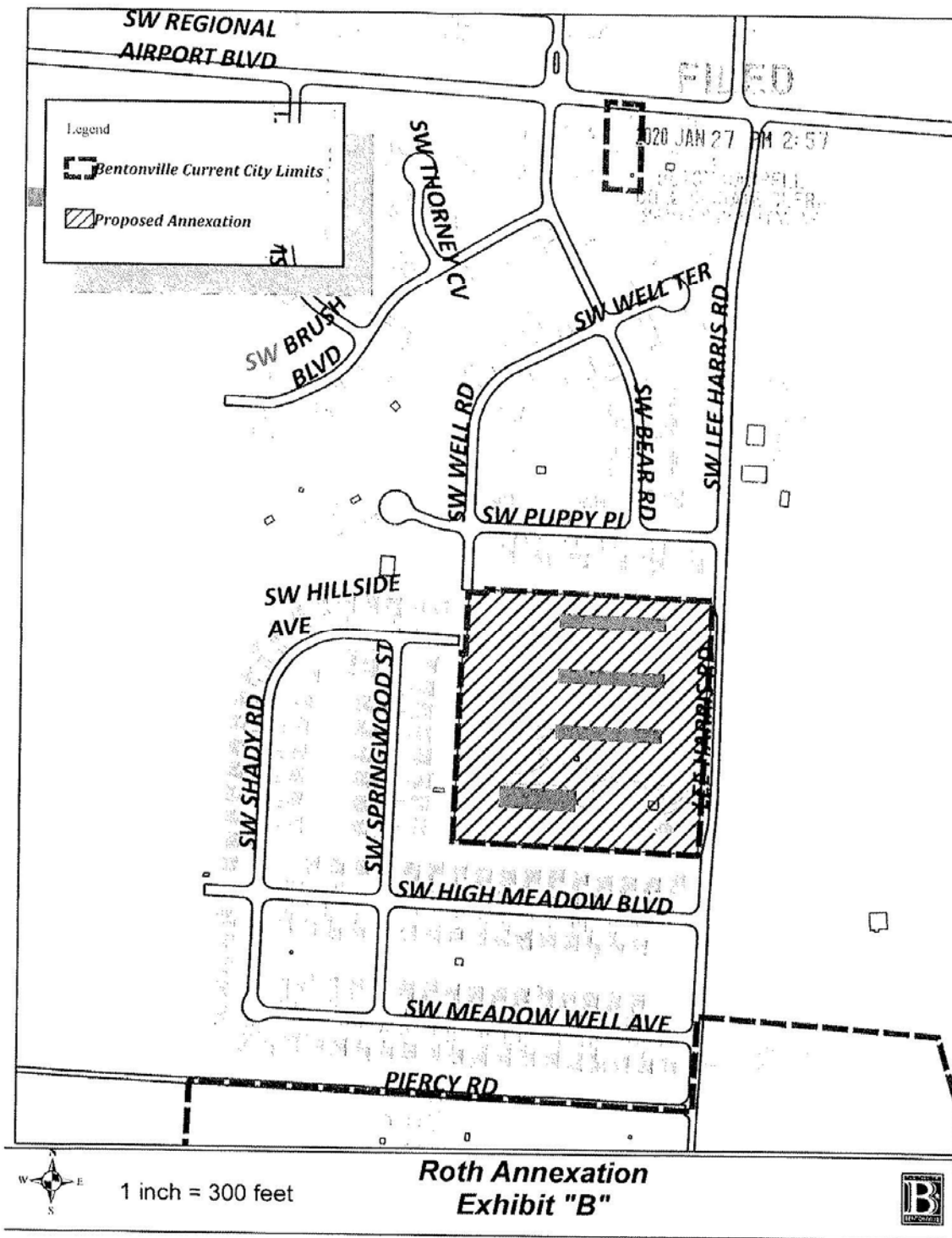
Beginning at the NE Corner of said East Half of the North Half of the SW  $\frac{1}{4}$  of  
the NE  $\frac{1}{4}$  of Section 21.

Thence S 2° 34' 44" W, 659.38';

Thence N 87° 10' 58" W, 658.34';

Thence N 02° 35' 17" E, 659.97';

Thence S 87° 07' 53" E, 658.24' to the Point of Beginning.



Benton  
216 W Sevier Street  
Benton, AR 72015

Bentonville  
300 SW 28th Street  
Bentonville, AR 72712

Eureka Springs  
70 S. Main Street, Suite 2  
Eureka Springs, AR 72632

Fayetteville  
1420 Augustine Lane, Suite 1  
Fayetteville, AR 72703

Sheridan  
206 N Rose Street  
Sheridan, AR 72150



EXHIBIT C-2

Faulkner County Title Company  
A Division of  
First National Title Company  
Conway  
711 Locust Street  
Conway, AR 72034

Little Rock Title Company  
A Division of  
First National Title Company  
Little Rock  
1001 W. Markham Street #100  
Little Rock, AR 72201

First National  
Title Company

Headquarters  
First National Title Company  
Little Rock  
415 N McKinley Street Suite 1200  
Little Rock, AR 72205

Greenbrier  
8 Wilson Farm Road, Suite A  
Greenbrier, AR 72058  
2020 JAN 2 2:50

January 2, 2020

Greetings,

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property into the City of Bentonville. Based on our review, we verify that the persons listed in Exhibit C-1 to this letter are all the owners of record of the real property described in Exhibit C-2 to this letter.



Benton County Manager

First National Title

[www.firstnationaltitle.net](http://www.firstnationaltitle.net)

ROTH ANNEXATION  
EXHIBIT "C-1"

FILED

2020 JAN 27 PM 2:58

CLERK OF COURT  
JAN 27 2020

ROTH FAMILY PARTNERSHIP LLP

18-09093-000

**Roth Annexation**  
**Exhibit "C-2"**

FILED

2020 JAN 27 PM 2:58

The East Half of the North Half of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 21,  
Township 19N, Range 31W, Benton County, Arkansas, and being more  
particularly described as follows:

Beginning at the NE Corner of said East Half of the North Half of the SW  $\frac{1}{4}$  of  
the NE  $\frac{1}{4}$  of Section 21.

Thence S  $2^{\circ} 34' 44''$  W, 659.38';

Thence N  $87^{\circ} 10' 58''$  W, 658.34';

Thence N  $02^{\circ} 35' 17''$  E, 659.97';

Thence S  $87^{\circ} 07' 53''$  E, 658.24' to the Point of Beginning.

EXHIBIT "D"

FILED

Greetings:

2020 JAN 27 PM 2:58

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property (Roth Annexation) into the City of Bentonville. I am a licensed Professional Engineer in the State of Arkansas. Based on my review, I verify that the real property described in Exhibit D-1 to this letter is contiguous with the City of Bentonville and that no enclaves will be created if the described property is accepted by the City of Bentonville.

Sincerely,



Travis Matlock, P.E.

**Roth Annexation**  
**Exhibit "D-1"**

FILED

2020 JAN 27 PM 2:58

The East Half of the North Half of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 21, Township 19N, Range 31W, Benton County, Arkansas, and being more particularly described as follows:

Beginning at the NE Corner of said East Half of the North Half of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 21.

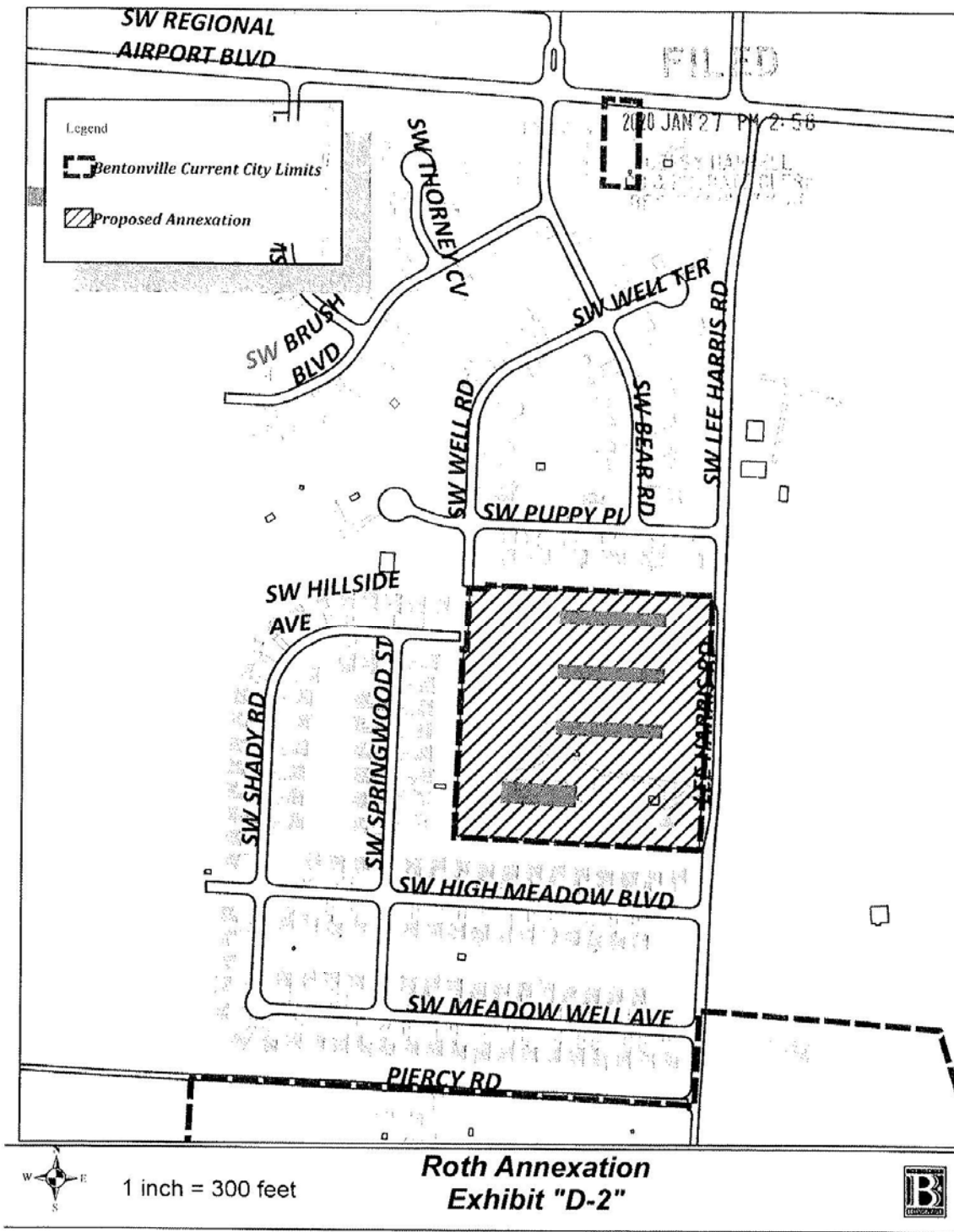
Thence S  $2^{\circ} 34' 44''$  W, 659.38';

Thence N  $87^{\circ} 10' 58''$  W, 658.34';

Thence N  $02^{\circ} 35' 17''$  E, 659.97';

Thence S  $87^{\circ} 07' 53''$  E, 658.24' to the Point of Beginning.







**ARKANSAS  
GIS OFFICE**

Department of Transformation  
and Shared Services  
Governor Asa Hutchinson  
Secretary Amy Becher  
Director Shelby Johnson

December 13, 2019

Mr. Jim Wheeless  
GIS Coordinator - City of Bentonville  
305 SW A Street  
Bentonville, AR 72712

RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheeless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville, AR described as the "Roth Annexation" and located in Section 21, Township 19 North, Range 31 West. This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90<sup>th</sup> General Assembly.

Our office will wait completion of any additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after any appropriate filing by your County Clerk.

Thank you,



Jennifer Wheeler, GIS Analyst

Attachments:  
GIS Office Map of Proposed Annexation  
Legal Description  
Secretary of State Municipal Change Checklist

H:\City\_Annexations\Cities\Bentonville\20191213\Doc\20180214\_CityName\_Annexation\_Coordination Letter.docx

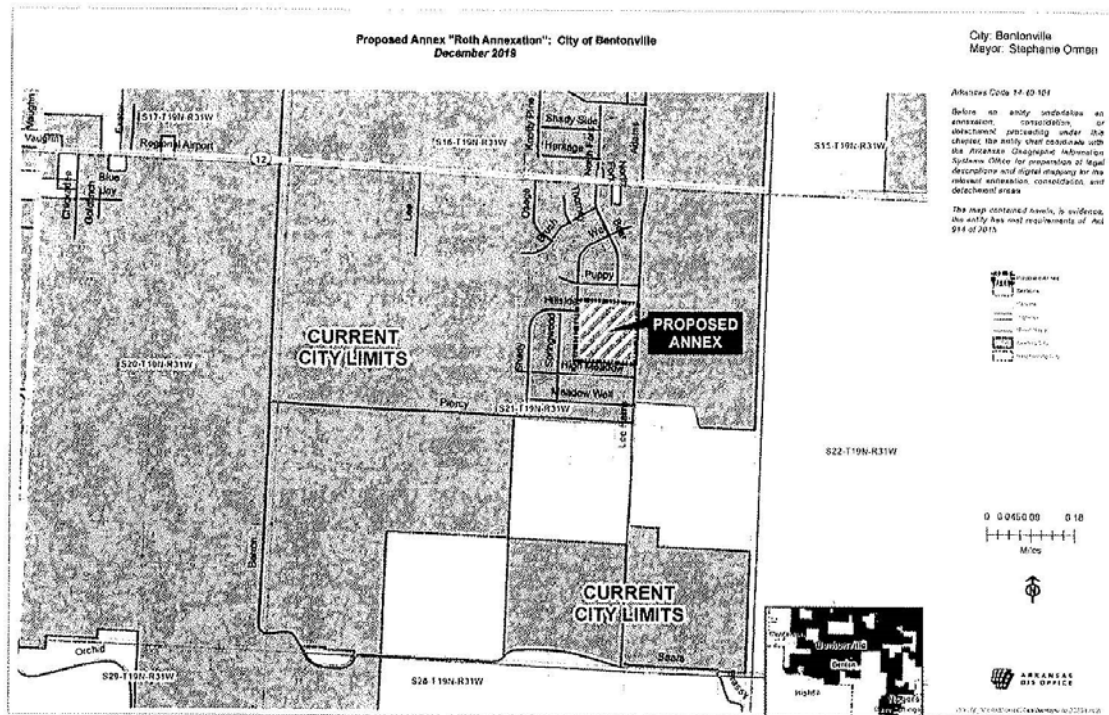
**ARKANSAS GIS OFFICE**  
1 Capitol Mall, Suite 6D • Little Rock, AR 72201 • 501.682.2767  
gis.arkansas.gov • transform.ar.gov



FILED

2020 JAN 27 PM 2:58

CLERK OF COURT  
CO. CLERK  
CLERK OF COURT





**City Council Agenda Items**  
**For City Council Meeting of March 10, 2020**  
**From the March 3, 2020 Planning Commission Meeting**

- a. Ordinance changing real estate from A-1, Agricultural to C-2, General Commercial, Patton Family Trust, RZ20-0003.**

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

The Future Land Use Plan currently depicts this property as Residential Estate. Residential Estate areas typically include large detached single-family homes and may include public uses that support residents. At the time the Future Land Use Plan was prepared, the property was un-developed, greater than one acre in size, and in close proximity to existing residential development. While the proposed zoning of C-2 is not consistent with the Future Land Use Plan, this property will serve as a transition between the single-family residences to the north, and the 5 lane arterial road to the south. C-2, General Commercial areas should include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services and offices. Staff recommends approval of the rezoning due to the site's location along an arterial street, E Centerton Boulevard, which contains a number of commercial uses along the corridor.

- b. Ordinance amending an existing PUD, Planned Unit Development for J3, Applejack, LLC, SE J Street.**

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

According to the applicant's narrative, the intent of this PUD amendment is to serve three purposes. First, the applicant wishes to amend the depiction of four-story commercial at the southeast corner of the site to allow for six-story development. Second, the applicant wishes to add a hotel as an allowable use of the PUD. Third, the applicant wishes to amend the parking to allow for one parking space per four guest rooms for hotels. Specific elevations and development proposals shall be provided prior to Large Scale Development. Staff recommends approval of the proposed PUD Amendment due to the site's proximity to a major arterial road (SE J Street) and development trends in the area. Mixed-Use Development aligns with the City's Future Land Use Plan and might help spur additional growth in the area.

- c. Ordinance accepting a lot split of Lots 1-2 of KFC Subdivision, Patton Family Trust, 1618 E Centerton Boulevard, A-1, Agriculture (pending rezoning to C-2, General Commercial).**

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

A lot split of a 6.04-acre piece of un-platted section land, creating new Lot 1 (+/- 0.83 acres) and Lot 2 (+/- 5.20 acres) of KFC Subdivision. The plat dedicates utility easements along the exterior property lines of each lot. Right-of-way along both sides of SW Tater Black will be dedicated for the length of the property by a separate document to meet the requirements of the Master Street Plan. Adequate right-of-way exists along E Centerton Boulevard. A cross access easement is provided to allow cross access to the lot to the east from SW Tater Black Road.

- d. Ordinance accepting a property line adjustment of Lots 1-2 of Old Whyne Subdivision, STJ Holdings, LLC , 210 Old Whyne Road, R-1, Single Family Residential.**

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

A property line adjustment of Lot 1 of Alice Valley Subdivision, creating new Lots 1 (+/- 3 acres) and 2 (+/- 5.1 acres). The plat dedicates additional right-of-way along NE 2<sup>nd</sup> Street per the Master Street Plan. The plat dedicates additional utility easements on the western property line and along NE 2<sup>nd</sup> Street.

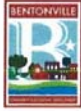
- e. Ordinance accepting a property line adjustment of Lot 15, Block 5 of Clark's 2<sup>nd</sup> Addition, April Seggebruch, 308 SW D Street, R-1, Single Family Residential.**

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

A property line adjustment of Lot 14 and parts of Lots 9 and 12, Block 5 of Clark's 2<sup>nd</sup> Addition, creating new Lot 15, Block 5 (+/- .51 acres). The plat dedicates an additional one foot of right-of-way along SW D Street. The plat dedicates a 15-foot utility easement along the SW D Street frontage.



## REZONING STAFF REPORT



### Patton Family Revocable Trust

1618 East Centerton Blvd.

PC Date: 3/3/2020

Reviewer: Jon Stanley, Senior Planner

|                                 |                                                                                          |
|---------------------------------|------------------------------------------------------------------------------------------|
| Project Number                  | RZ20-0003                                                                                |
| Applicant / Current Owner       | Patton Family Revocable Trust<br>3401 SW 4 <sup>th</sup> Street<br>Bentonville, AR 72712 |
| Site Area                       | +/- 0.83 acres                                                                           |
| Current Zoning                  | A-1, Agricultural                                                                        |
| Requested Zoning                | C-2, General Commercial                                                                  |
| Future Land Use Map Designation | Residential Estates (RE)                                                                 |

<https://arcgis/08HvK8>



### Property Description

This property is located at the southeast corner of the intersections of E Centerton Boulevard & SW Tater Black Road. Adjacent zonings are R-O, Residential Office to the north, A-1, Agricultural to the east and west and City of Centerton to the south.

### Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Residential Estate. Residential Estate areas typically include large detached single-family homes and may include public uses that support residents. At the time the Future Land Use Plan was prepared, the property was un-developed, greater than one acre in size, and in close proximity to existing residential development.

### Public Comment

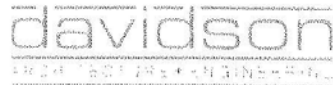
Staff has not received public comment regarding this request.

### Analysis

While the proposed zoning of C-2 is not consistent with the Future Land Use Plan, this property will serve as a transition between the single-family residences to the north and the 5 lane arterial road to the south. C-2, General Commercial, areas should include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services and offices.

### Conclusion

Staff recommends approval of the rezoning due to the site's location along an arterial street and future services that will be provided to existing nearby residents with the development of this site and future service that it may promote in this section of the city.



January 27, 2020

RE: Rezoning a portion of lot located at  
1618 East Centerton Boulevard

Narrative

We are requesting to rezone two tracts within the subject parcel in order to develop the land for commercial use. The current zoning for the entire parcel is A-1 (agricultural district). This request is to rezone only tract 1 and tract 2 to zoning C-2 (general commercial). Attached is a tract split survey outlining the exact locations for the two tracts. Tract 3 shall remain zoning A-1 as part of this rezoning request.

Currently the entire parcel is vacant and not used. The intent for the remainder of tract 3 is to rezone for commercial use at an unknown future date. The properties across Centerton Boulevard are all commercial use as well. However, those properties are within the limits of the City of Centerton. The property directly west, across SW Tater Black Road is also intended for commercial use in the future and is currently for sale.

Both Centerton Boulevard and SW Tater Black Road are frequently used corridors. Preliminary discussions with the planning department suggest a traffic signal will not be needed, but a turn lane off Tater Black will be required. Since the intended commercial uses are not known at this time the specifics to any road improvements will be addressed during the development of the specific properties. Additionally, during the development of each tract signage and building appearance will be subject to planning approval and city ordinance requirements.

Based on the latest survey information, all utilities are within proximity to the two tracts. Along the south and west edges of tract 1 is an existing 8" water main. The sewer main will need to be extended from the existing sanitary sewer force main pump station located northwest of the subject properties, across SW Tater Black Road. This extension will occur during the development of tracts 1 & 2. Electrical is also located along SW Tater Black Road along the west edge of tract 1.

Should any questions arise about this rezoning request please do not hesitate to contact me directly.

Sincerely,



davidson architecture & engineering

I/We have received notice of the public hearing for the rezoning of the above described property and:

I/we have no objections to the rezoning.

I/we object to the rezoning because:

We need a stop light at the corner of  
SW Tater Black and Centerton Blvd



D720.0003

33



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

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ20-0003).**

**WHEREAS**, James & Brenda Patton Family Trust duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT: COMMENCING FROM THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, THENCE ALONG THE WEST LINE OF SAID FORTY ACRE TRACT N02°15'03"E 65.86' TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID WEST LINE N02°15'03"E A DISTANCE OF 216.77'; THENCE LEAVING SAID WEST LINE AND RUNNING ALONG A FENCE LINE S87°14'42"E 278.18' TO A SET 1/2" REBAR, THENCE LEAVING SAID FENCE LINE AND RUNNING S02°44'29"W 216.06' TO A SET 1/2" REBAR ON THE NORTHERLY RIGHT-OF-WAY OF CENTERTON BOULEVARD, THENCE ALONG SAID RIGHT-OF-WAY N87°23'26"W 276.32' TO THE POINT OF BEGINNING. CONTAINING 1.38 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.; and,

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 3, 2020 in the Council Chambers of the City of Bentonville; and,

**WHEREAS**, public notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and,

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to C-2, General Commercial.

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

**Section 1:** That the above described real property is hereby changed from its present zoning classification of A-1, Agricultural to C-2, General Commercial to be used in accordance with the city zoning laws and state laws.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

## REZONING STAFF REPORT



### J3 PUD

#### Amendment

SE J Street and SE 3<sup>rd</sup> Street

PC Date: 3/3/2020

Reviewer: Tyler Overstreet, Senior Planner, AICP

|                                 |                                                               |
|---------------------------------|---------------------------------------------------------------|
| Project Number                  | 17-13000001                                                   |
| Site Area                       | 11 +/- acres                                                  |
| Applicant/Current Owner         | Applejack LLC<br>15 N Church Avenue<br>Fayetteville, AR 72701 |
| Current Zoning                  | PUD, Planned Unit Development                                 |
| Requested Zoning                | PUD, Planned Unit Development                                 |
| Future Land Use Map Designation | High-Density Residential                                      |

<http://geo.bentonvillear.com/mgweb/PZ/pending/>

#### Location Map



#### Property Description

This property is the location of the existing J3 Planned Unit Development. The site is located northwest of the intersection of SE J Street and SE 3<sup>rd</sup> Street.

#### Relationship to the General Plan

The Future Land Use Plan depicts this property as Downtown High-Density Residential (D-HDR). The intent of the Planned Unit Development zoning district is to allow for a mix of uses, including high-density residential and commercial. The PUD, Planned Unit Development zoning is an appropriate zoning district for this designation.

#### Public Comment

The applicant has provided three letters of support from surrounding property owners.

#### Analysis

According to the applicant's narrative, the intent of this PUD amendment is to serve three purposes. First, the applicant wishes to amend the depiction of four-story commercial at the southeast corner of the site to allow for six-story development. Second, the applicant wishes to add a hotel as an allowable use of the PUD. Third, the applicant wishes to amend the parking to allow for 1 parking space per 4 guest rooms for hotels. Specific elevations and development proposals shall be provided prior to Large Scale Development.

#### Conclusion

Staff recommends approval of the proposed PUD Amendment due to the site's proximity to a major arterial road (SE J Street) and development trends in the area. Mixed-Use Development aligns with the City's Future Land Use Plan and might help spur additional growth in the area.

## WRITTEN DESCRIPTION

## 1 Planned Unit Development Intent

Specialized Real Estate Group, Modus Studio, and Morrison-Shikey Engineers are pleased to submit this mixed-use development as a new Planned Unit Development to the City of Bentonville. We have worked diligently to provide a contextually-sensitive infill development that will positively impact the character of the neighborhood and provide a new, high-quality place to live, work, and play.

As Bentonville continues to grow, new opportunities exist to extend the city's beloved downtown walkable neighborhoods. This project will provide more housing closer to places of employment and entertainment. The character and layout of the project will not only enhance the quality of walkable urban life in and around the downtown Bentonville, but also serve as a local neighborhood center with new commercial services and park space.

This PUD is located on an approximately 11 acre site bound by J Street on the east, 3rd Street on the south, G Court on the west, with a new connection to Central Avenue to the north. The site has great proximity to many amenities but has a current Walkscore of 36 (Car Dependent). This is a far cry from the goals of Bentonville's downtown, including recent adoption of zoning, development, and future land-use codes. In order to fulfill the desires of the area, residents and visitors need a safe, pleasurable walking and biking environment. With a recalibrated residential streetscape along SE 3rd Street and an exciting mixed-use edge to SE J Street, this project will be a gateway for entry to downtown for pedestrian activity -- providing patrons to local businesses, restaurants, and retailers as well as a new destination for neighbors.

## 2 Description of Land-Uses

**PUD - Zone 1: +/-60% of proposed PUD**

The western 7.22 acres of the PUD will consist of predominantly three story walk-up apartment buildings. Select third floor units will have "lofts" where views are desirable. These views will be focused on spaces internal to the site, such as the pocket park or mixed use area.

**PUD - Zone 2: +/-40% of proposed PUD**

The eastern 3.89 acres of the PUD will consist of four and six story mixed-use buildings (neighborhood commercial, office, hotel, etc.). Parking will be provided on-site and adjacent to these buildings.

**Neighborhood Amenities Provided**

*Community Park and Tree Preserve*

The community park is a nearly half an acre of open space in the center of the site

that anchors residential activity. This park will be constructed around specimen trees, two with a diameter over five feet! The park will be a great community amenity by offering passive recreational uses. It will consist of a lawn as well as water quality control measures and be adjacent to the clubhouse and pool courtyard.

**SE 3rd Street Corridor**

SE 3rd Street will become a modified "urban collector" with on-street parking, multipurpose path, and street trees. The parallel and 45 degree parking stalls will act as traffic-calming measures, slowing through-traffic as it enters downtown.

**Site Connectivity**

The site plan provides plenty of connectivity on all sides by creating an internal street running east-west. This street will provide drainage and water quality services, as well as provide access to Central Avenue (one connection). SE J Street (two connections), and SE 3rd Street (two connections).

**Trail Connections**

A private spur of the trail will be provided on the western portion of the site. This path will provide bicycle access from SE 3rd Street to Central Avenue for residents as well as the general public to use.

**Community Gardens**

Community gardens will be provided to residents within the site as part of healthy living goals.

## 3 PUD SUMMARY

total acreage

density

PUD - Zone 1

PUD - Zone 2

building height

PUD - Zone 1

PUD - Zone 2

percentage of open space

11.22

263 units, 348 bedrooms (36 units/acre max)

40 units/acre max (25% commercial minimum of total area)

3 story w/ 4th floor lofts

4 story mixed-use

6 story mixed-use/hotel

minimum 2.22% acres

20% of total acreage

**WRITTEN DESCRIPTION**  
(continued)

**site buffers**

J Street  
3rd Street  
west rear yard  
north side yard

15'-0" from right of way  
0'-0" from right of way  
15'-0" from property line  
12'-0" from property line  
(site parking setback 5'-0")  
or the width of the easement whichever is greatest.

**parking distribution**

**PUD - Zone 1**  
distribution  
total

1 per unit  
263

**PUD - Zone 2**  
distribution

1 per 300 sq ft net for office  
1 per 300 sq ft net for neighborhood commercial  
1 per residential unit  
1 per 4 guest rooms

On street parking will be provided along 3rd Street approximately 30 spaces.

**compact spaces**

30% (8'-0" x 15'-0")  
compact spaces to be supplemented with on-site alternative transportation facilities (i.e. bike racks) outside of right of way.

**public streets**

3rd Street

70' - ROW  
35' from existing center line for this property

Modified Urban Collector  
(see cross section included in packet)  
on-street parking: 45 degree and parallel

J Street

90' - ROW  
(45' from existing center line for this property)

**Description of Compliance with PUD Criteria (Art 401.13.D)**

**Vegetation and Screening**

**Parking**  
Tree islands will be provided in parking lots as per the City of Bentonville's landscape code.

**Screening**

**North Side Yard**

Existing wood privacy fence to remain. New trees will be placed along perimeter buffer. Tree spacing will meet type A screen per the City of Bentonville's landscape code.

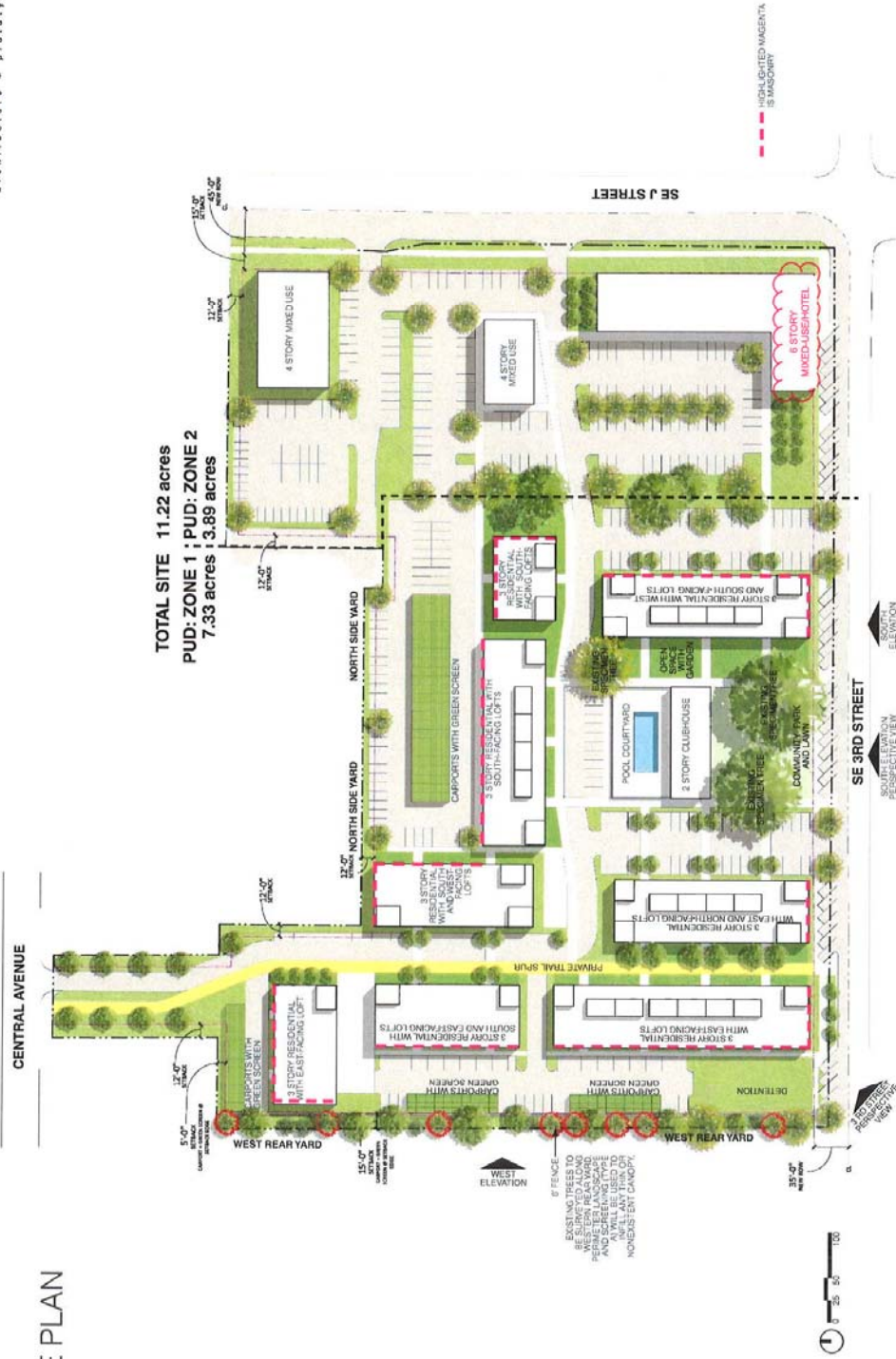
**West Rear Yard**

Existing trees to remain within 15'-0" buffer. New trees will be placed along perimeter easement to infill where existing tree screening is thin or non-existent. New tree quantity will meet or exceed the City of Bentonville's landscape code. In addition to tree screening, carports with green screens will be provided at three locations along the perimeter. All open areas between carports will have a privacy fence. See plan for details.

**4 Phasing**

For the purposes of the PUD zoning submission, PUD - Zone 1 and PUD - Zone 2 are used. A phasing plan will be developed as part of the Large Scale Development submission.

# SITE PLAN

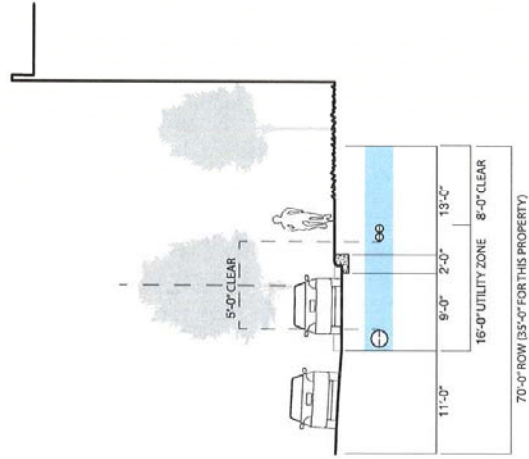




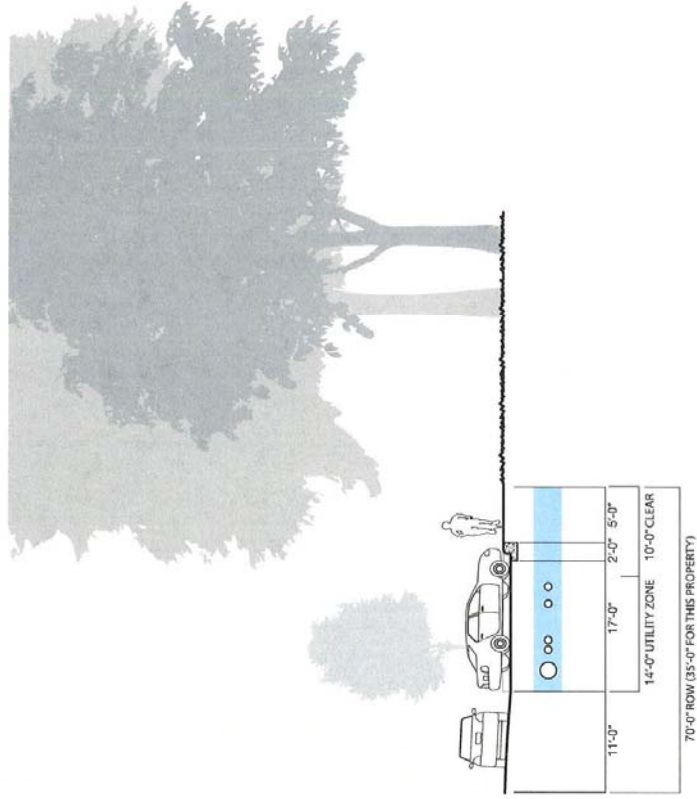
## ELEVATIONS



# 3RD STREET SECTIONS



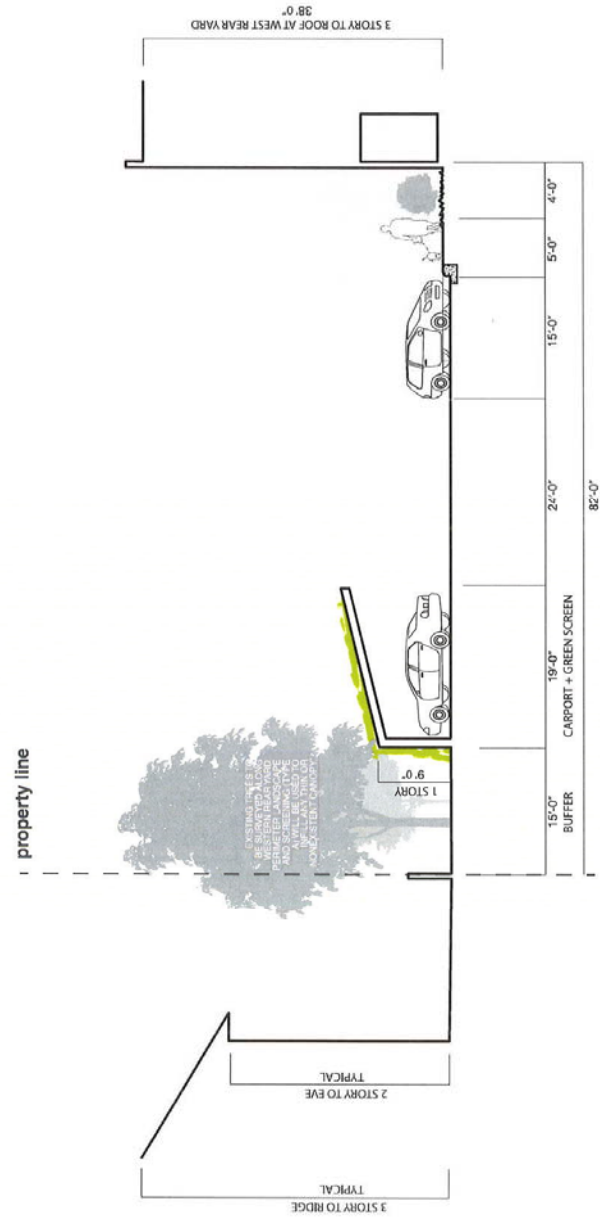
3rd STREET WITH PARALLEL PARKING



3rd STREET WITH 45 DEGREE PARKING



## WEST REAR YARD SECTION



**WEST REAR YARD WITH BUFFER AND GREEN SCREEN**

J3 | Bentonville, Arkansas

2020.02.10

## PERSPECTIVE VIEWS



3rd STREET PERSPECTIVE VIEW



SOUTH ELEVATION PERSPECTIVE VIEW

February 7, 2020

Mr. Jon Stanley,

I own the properties located at 1010 SE 3rd St and 1012 SE 3<sup>rd</sup> St, directly to the south of (SREG) Specialized Real Estate Group's B PUD Zone 2. I am writing to express my support for SREG's mixed use/hotel project, on the corner of SE 3<sup>rd</sup> and SE J. I am in support of the modification of the B PUD Zone 2 adjusting the height limit to 6 stories and accommodating vehicular parking at 1 stall per 4 guest rooms. Feel free to contact me with any questions.

Truly Yours,



Shayan Dehbozorgi

[sdehbo@gmail.com](mailto:sdehbo@gmail.com)

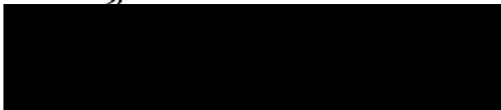
417-540-5762

February 10, 2020

——— Mr. Tyler Overstreet

SE Street, LLC is the owner of the property located at 1008 SE 3rd Street. SE Street, LLC is not in opposition to Specialized R/E Group's proposed changes to the J3 PUD Zone 2 which may include adding hospitality as an approved use with a parking ratio of .25 per hotel room, as well as, raising the maximum building height limit from 4 to 6 stories.

Thank you,



SE Street LLC

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

AN ORDINANCE AMENDING THE EXISTING PUD, PLANNED UNIT  
DEVELOPMENT, FOR THE J3 DEVELOPMENT AS ADOPTED IN  
ORDINANCE NO. 2017-44.

WHEREAS, the City of Bentonville approved the PUD for the J3 development with Ordinance No. 2017-44; and,

WHEREAS, the owner of the J3 development has requested an amendment to the original PUD.

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

**Section 1.** That the PUD for the J3 development is hereby amended with Attachment A, which is attached hereto and hereby adopted by reference as though it were copied herein fully.

**Section 2.** This Ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020.

Approved:

ATTEST:

\_\_\_\_\_  
Mayor Stephanie Orman

\_\_\_\_\_  
City Clerk



## Consent Agenda Items

For Planning Commission meeting of March 3, 2020

Reviewer: Tyler Overstreet, Senior Planner, AICP

- ❖ At the Technical Review meeting held on February 25, 2020 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

**Lot Split: Lots 1 & 2, KFC Subdivision, E Centerton Boulevard, A-1, Agricultural (pending rezoning to C-2, General Commercial), LS20-0003**

A lot split of a 6.04-acre piece of un-platted section land, creating new Lot 1 (+/- 0.83 acres) and Lot 2 (+/- 5.20 acres) of KFC Subdivision. The plat dedicates utility easements along the exterior property lines of each lot. Right-of-way along both sides of SW Tater Black will be dedicated for the length of the property by a separate document to meet the requirements of the Master Street Plan. Adequate right-of-way exists along E Centerton Boulevard. A cross access easement is provided to allow cross access to the lot to the east from SW Tater Black Road.

*(Please click on this link to access the vicinity map for this item: <https://arcg.is/08HvK8>)*

**Property Line Adjustment: Lots 1 & 2, Old Wayne Subdivision, STJ Holdings, LLC, 210 Old Wayne Road, R-1, Single-Family Residential, PLA20-0005**

A property line adjustment of Lot 1 of Alice Valley Subdivision, creating new Lots 1 (+/- 3 acres) and 2 (+/- 5.1 acres). The plat dedicates additional right-of-way along NE 2<sup>nd</sup> Street per the Master Street Plan. The plat dedicates additional utility easements on the western property line and along NE 2<sup>nd</sup> Street.

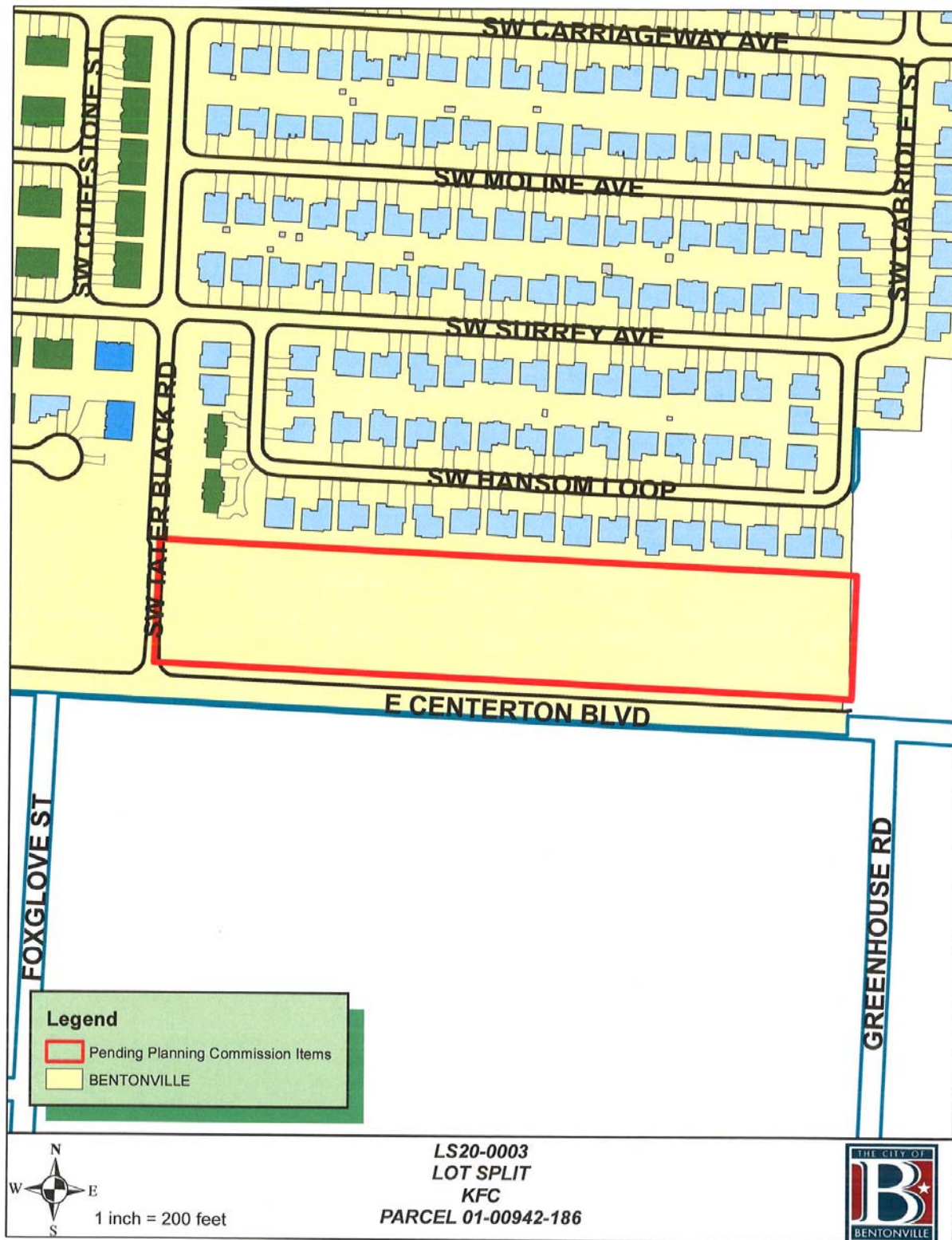
*(Please click on this link to access the vicinity map for this item: <https://arcg.is/08HvK8>)*

**Property Line Adjustment: Lot 15, Block 5, Clark's 2<sup>nd</sup> Addition, April Seggebruch, 308 SW D Street, R-1, Single-Family Residential, PLA20-0006**

A property line adjustment of Lot 14 and parts of Lots 9 and 12, Block 5 of Clark's 2<sup>nd</sup> Addition, creating new Lot 15, Block 5 (+/- .51 acres). The plat dedicates an additional one foot of right-of-way along SW D Street. The plat dedicates a 15-foot utility easement along the SW D Street frontage.

*(Please click on this link to access the vicinity map for this item: <https://arcg.is/08HvK8>)*





[illegible][illegible]

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL, AND NOT IN BLUE INK, IT SHOULD BE ASSUMED THAT THIS SEAL MAY HAVE BEEN ALTERED. THE ARCHIVE CERTIFICATION SHALL APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

|                                                                       |                         |                                                                                                                                                   |                         |                         |
|-----------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------|
| <b>BLEW &amp; ASSOCIATES PA</b><br>CIVIL ENGINEERS AND LAND SURVEYORS |                         | 1025 N. 5TH STREET<br>FORT WORTH, TEXAS 76102<br>PHONE: 817-335-4546<br>FAX: 817-335-1853<br><a href="http://www.BLEWinc.com">www.BLEWinc.com</a> |                         | CONFIDENTIAL<br>10-2733 |
| CONFIDENTIAL<br>10-2733                                               | CONFIDENTIAL<br>10-2733 | CONFIDENTIAL<br>10-2733                                                                                                                           | CONFIDENTIAL<br>10-2733 | CONFIDENTIAL<br>10-2733 |

[illegible][illegible][illegible][illegible][illegible]



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

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1-2 OF KFC  
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT  
NUMBER: LS20-0003).

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 1-2 of KFC Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on March 3, 2020; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

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

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

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

Section 1: That the lot split of Lots 1-2 of KFC Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

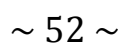
PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK



[illegible][illegible]

|                                                    |                                                              |
|----------------------------------------------------|--------------------------------------------------------------|
| Gauge, Street Facing (inflated & drained)          | 20 ft. from property line danger Gaug.                       |
| Gauge, Side- or Rear-Loading (deflated & attached) | 20 ft. from front property line                              |
| Front                                              | 20 ft.                                                       |
| Sole, Interior                                     | 7 ft.                                                        |
| Sole, Exterior                                     | 20 ft.                                                       |
| Rear                                               | 25 ft.                                                       |
| Liability                                          | where a utility easement encroaches beyond required setback. |

[illegible]

Not to Scale

Parcel #1: 01-00374-000, 01-00400-000  
ST Holdings, LLC  
Old Wayne Road  
Greenville, Arkansas 72912

*Certificate of Surveying Accuracy*

I, Dustin G. Raley, hereby certify that this plat correctly represents a Property Line Adjustment made by me and boundary markers and/or corners shown herein actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveys have been met.

Certificate of Supplemental Actuarial

8. Debra G. Riley, hereby certifies that this plot correctly represents a Property Line Adjustment made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Final Subdivisions have been met.

Date of Expiration: 2.18.2026

ATLAS PAGE: 361D  
ATLAS PAGE: 362C

|                   |         |           |
|-------------------|---------|-----------|
| JOB NO.: 37505    | DATE    | SHEET NO. |
| DWG NAME: 37505LS | 1/21/20 | 1 OF 3    |
|                   | 1:28 PM |           |
|                   | REV 1   |           |

City of Bentonville Project # PLA20-0005

Arkansas \* California \* Minnesota \* Pennsylvania \* Texas

Order Service Code: 609 308 1000-0 10.000000 1.000000

|       |  |
|-------|--|
| REV T |  |
|-------|--|

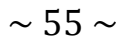
COB / STIOS UNANING 315005.0# LAST SAVED BY: SCAY

|                                                                                                                                        |         |      |      |     |      |
|----------------------------------------------------------------------------------------------------------------------------------------|---------|------|------|-----|------|
| STJ006                                                                                                                                 | 1-15-10 | 2008 | ENV  | 010 | CHCR |
| CEI PROJECT NO.                                                                                                                        | DATE    | YEAR | DISC | REV | CHGR |
|                                                     |         |      |      |     |      |
| <b>Engineering Associates, Inc.</b><br>LANDSCAPE ARCHITECTS • PLANNERS • ENVIRONMENTAL SCIENTISTS                                      |         |      |      |     |      |
| 2001 W. PARKWAY<br>SUITE 100<br>RICHMOND, VA 23220<br>(804) 775-5452<br>FAX (804) 775-5454<br>EMAIL: info@ceienv.com<br>WWW.CEIENV.COM |         |      |      |     |      |
| <b>STJ Whiskey Road</b><br>Shenandoah County                                                                                           |         |      |      |     |      |
| SHEET NO. 3 OF 3<br>DATE 1-15-10                                                                                                       |         |      |      |     |      |



Property Line Adjustment





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

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS  
1-2 OF OLD WHAYNE SUBDIVISION TO THE CITY OF BENTONVILLE,  
ARKANSAS (PROJECT NUMBER: PLA20-0005).**

**WHEREAS**, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 1-2 of Old Whayne Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on March 3, 2020; and,

**WHEREAS**, said property line adjustment is attached hereto as Exhibit "A"; and,

**WHEREAS**, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and,

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

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

**Section 1:** That the property line adjustment of Lots 1-2 of Old Whayne Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

**Section 2:** That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment.

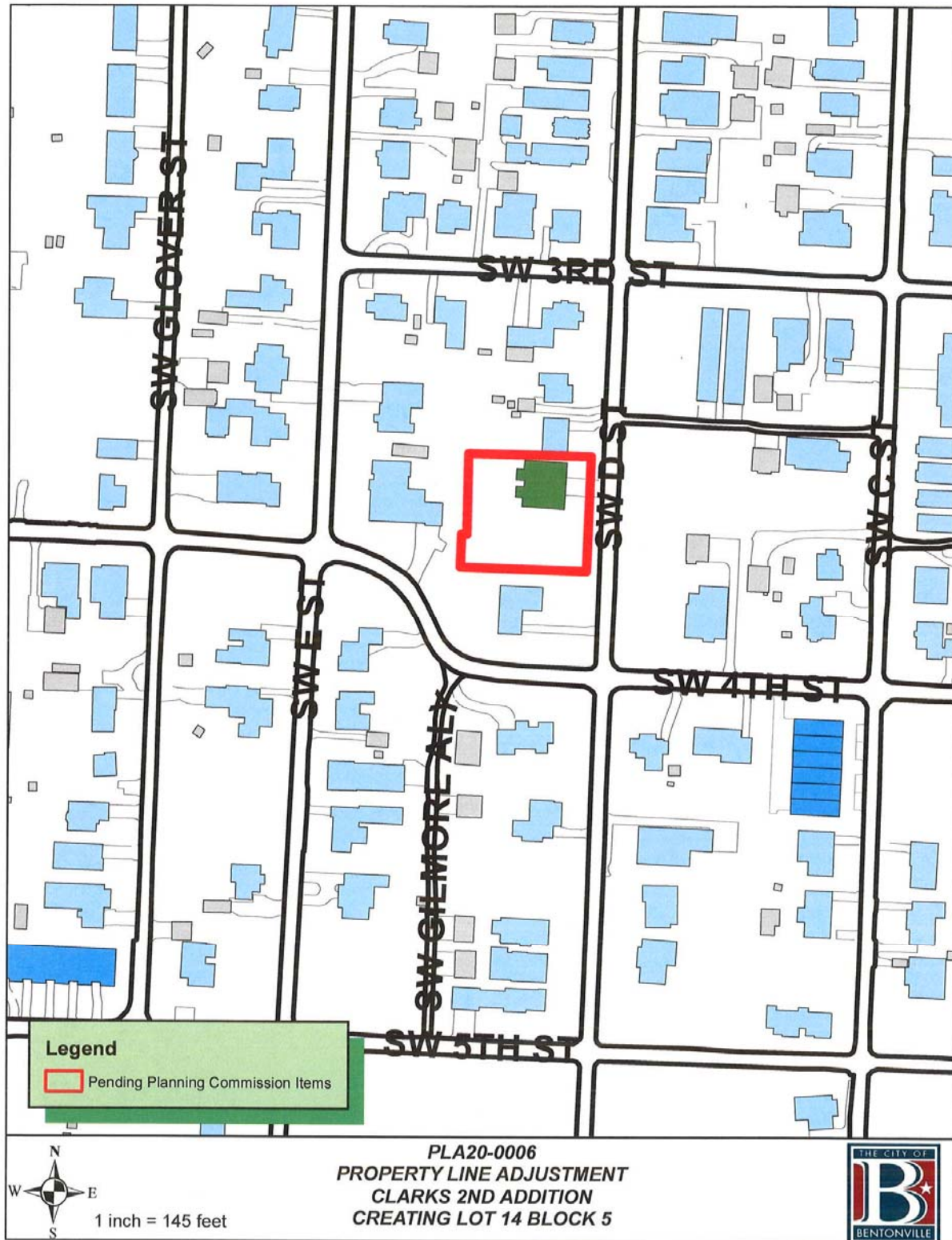
**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**









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

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT  
15, BLOCK 5 OF CLARK'S 2<sup>ND</sup> ADDITION TO THE CITY OF BENTONVILLE,  
ARKANSAS (PROJECT NUMBER: PLA20-0006).**

**WHEREAS**, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 15, Block 5 of Clark's 2<sup>nd</sup> Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on March 3, 2020; and,

**WHEREAS**, said property line adjustment is attached hereto as Exhibit "A"; and,

**WHEREAS**, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and,

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

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

**Section 1:** That the property line adjustment of Lot 15, Block 5 of Clark's 2<sup>nd</sup> Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

**Section 2:** That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**



| CHECK ALL THAT APPLY                |                   |       |
|-------------------------------------|-------------------|-------|
| <input type="checkbox"/>            | Bid Award         | Bid # |
| <input type="checkbox"/>            | Budget Adjustment |       |
| <input type="checkbox"/>            | Change Order      |       |
| <input type="checkbox"/>            | Informational     |       |
| <input type="checkbox"/>            | Ordinance         |       |
| <input type="checkbox"/>            | Resolution        |       |
| <input checked="" type="checkbox"/> | Other             |       |

### AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by:

Ellen Norvell

Department

Planning

Phone

271-5993

#### ACTION REQUIRED:

Appeal to a planning commission decision for a rezoning request by Paul & Sue Ollar of land located northwest of the intersection of SW Regional Airport Boulevard and Greenhouse Road. A rezoning request from A-1, Agricultural to PRD, Planned Residential Development for a development to be known as The Reserve.

#### COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$   |
| Funds Expended to Date     |      |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



**WATKINS, BOYER,  
GRAY & CURRY, PLLC**

ATTORNEYS AT LAW

WRITER'S DIRECT E-MAIL  
wkellstrom@watkinslawoffice.com

WILLIAM P. WATKINS, III, P.A.  
RONALD L. BOYER, P.A.  
JENNIFER E. GRAY, P.A.\*  
ANDREW T. CURRY, P.A.  
WILLIAM A. KELLSTROM  
JOHN E. JENNINGS (OF COUNSEL)  
\* ALSO LICENSED IN MISSOURI

DELYNN HALE, SECRETARY  
AMY BENSON, PARALEGAL  
WHITNEY DUCKER, OFFICE MANAGER

February 20, 2020

City of Bentonville City Council  
117 W. Central Ave.  
Bentonville, AR 72712  
479-271-3112  
Attn: [jhopkins@bentonvillear.com](mailto:jhopkins@bentonvillear.com)

RE: Appeal of Planning Commission denial of re-zoning Parcel No. 01-07937-010  
from A-1 Agricultural to PRD, Planned Residential Development

Dear Council Members:

Paul and Sue Ollar (hereinafter "the Ollars") respectfully request that an appeal of the abovementioned Planning Commission decision be heard by the City Council in their next meeting. The Ollar's requested for Parcel No. 01-07937-010 to be re-zoned from A-1, Agricultural to PRD, Planned Residential Development for a proposed multifamily development, the Reserve (hereinafter "the Project"). The Planning Commission decided the issue at their January 21<sup>st</sup> meeting and voted 5-2 to deny the request.

The Planning Commission based its decision primarily on concerns about whether Greenhouse Road had the capacity to support the extra traffic associated with the Project. Specifically, when the capacity of Greenhouse Road was raised as an issue, a commissioner asked a City Engineer if he thought Greenhouse Road could handle the added density, to which the Engineer replied, "no." We are of the position that it was improper to ask for a spontaneous opinion from a City Engineer during the meeting without a full report having been done on the issue previously. Concerns about traffic capacity should be addressed during the Large Scale Development process and are not relevant to a determination of whether the proposed PRD is appropriate for that parcel.

The public health, safety, welfare and morals would be better served if the planning commission's action were reversed. The developer plans to leave around 35% of the property as common open space—well above the minimum requirement of 15%—and also plans to include park facilities. The developer also plans to construct a portion of ten (10) foot wide bike trail as depicted in Bentonville's Bicycle and Master Pedestrian plan. Also, the development, as proposed, will provide improved connectivity of Deerfield Boulevard to Greenhouse Road.

The Planning Staff reviewed this submission and recommended approval based on compatibility surrounding uses and the design guidelines for PRD's as provided in the zoning code.

1106 WEST POPLAR STREET  
ROGERS, AR 72756  
PH: 479-636-2168  
FX: 479-636-6098  
[WWW.WATKINSLAWOFFICE.COM](http://WWW.WATKINSLAWOFFICE.COM)

REAL ESTATE, CONSTRUCTION & LIEN LAW, LAND USE & PLANNING  
CORPORATE & COMMERCIAL LAW, BANKING, BANKRUPTCY  
CRIMINAL LAW, FAMILY LAW, GUARDIANSHIPS, LANDLORD-TENANT  
ESTATE PLANNING, ELDER LAW, PROBATE, TRUST LITIGATION  
CIVIL LITIGATION, COMMERCIAL & CONSUMER DEBT COLLECTION

Bentonville City Council  
Page 2

We feel that re-zoning this property to PRD, Planned Residential Development is the highest and best use of this property and that the Planning Commission decision should be reversed.

We appreciate your consideration of this matter, and if you have questions or concerns, please do not hesitate to contact me at 479-636-2168.

Sincerely,

WATKINS, BOYER,  
GRAY & CURRY, PLLC

  
Will A. Kellstrom

WK:  
pc:

## REZONING STAFF REPORT



### The Reserve Bentonville

SW Regional Airport Blvd & Greenhouse Road

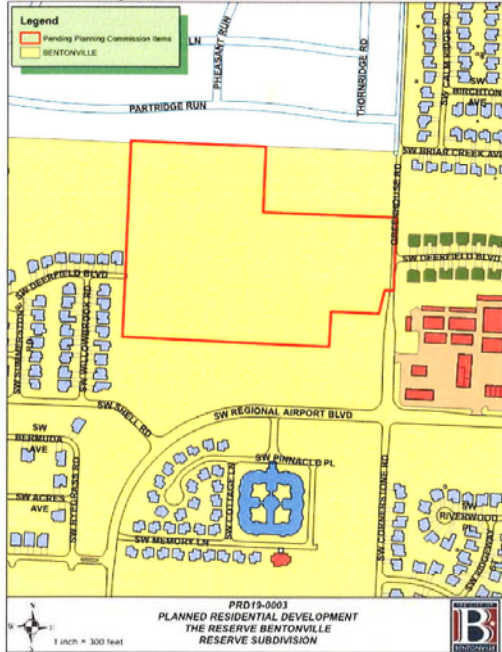
PC Date: 1/21/2020

Reviewer: Jon Stanley, Senior Planner

|                                 |                                                             |
|---------------------------------|-------------------------------------------------------------|
| Project Number                  | PRD19-0003                                                  |
| Applicant / Current Owner       | Paul & Sue Ollar<br>2822 Highland Drive<br>Rogers, AR 72756 |
| Site Area                       | +/- 23.50 acres                                             |
| Current Zoning                  | A-1, Agricultural                                           |
| Requested Zoning                | PRD, Planned Residential Development                        |
| Future Land Use Map Designation | Open Space                                                  |

<http://geo.bentonvillear.com/mgweb/PZpending/>

#### Location Map



#### Property Description

A planned residential development to develop 300 multi-family apartment units and 36 townhome units with a maximum density of 14 units/acre. All housing units are located to the south of Little Osage Creek Tributary 2 and the 300+ feet wide existing vegetative buffer will remain mostly intact. The development intends to utilize the natural beauty of the creek by constructing a portion of a 10' wide trail as depicted in the city's Bicycle & Pedestrian Master Plan. Other site amenities include an on-site community center and various neighborhood park facilities to meet the open space requirements for PRD's. The proposed extension of SW Deerfield Blvd. as a private street will traverse the development from west to east.

Adjacent zonings are a single-family subdivision located in the City of Centerton to the north, PUD and R-2 the east, C-2 and R-O to the south.

#### Relationship to the General Plan

The Future Land Use Plan currently depicts this property as open space. Open space areas typically include undeveloped areas that are either actively preserved or have significant challenges to develop, such as flood plains or wetlands. While a portion of this property can be identified as such, there is a large portion of the property that is developable and does not fall within the description of the open space land use designation and lends itself to more intense uses.

At 8-14 units per acre, the density that is proposed within this PRD is consistent with the adjacent medium density residential developments located to the south and east and offers a variety of housing types, including a balance of townhouse and multi-family units. The proposed density and character of this planned residential development is compatible with the existing development within the surrounding area.

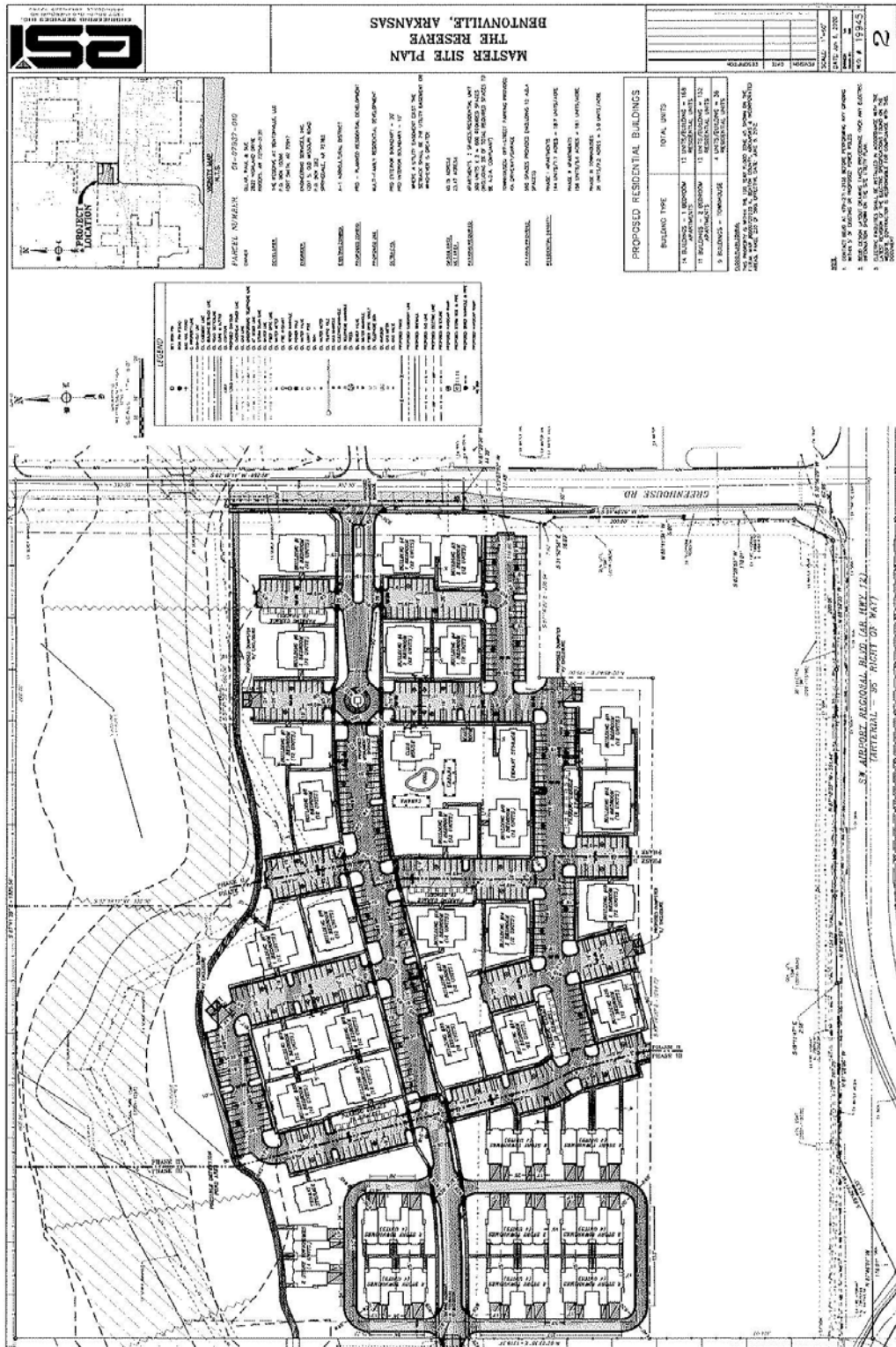
#### Conclusion

The proposed planned residential development is compatible with surrounding uses to the south and east. It will serve as a transition from the arterial streets that border the property to the south and east and single-family developments to the north and west. Staff recommends approval.













ONE BEDROOM  
TWO BATH FLOOR  
PLAN  
LIVING ROOM &  
DINING ROOM

DATE

REVISIONS

DATE 11.7.19

PROJECT 18100

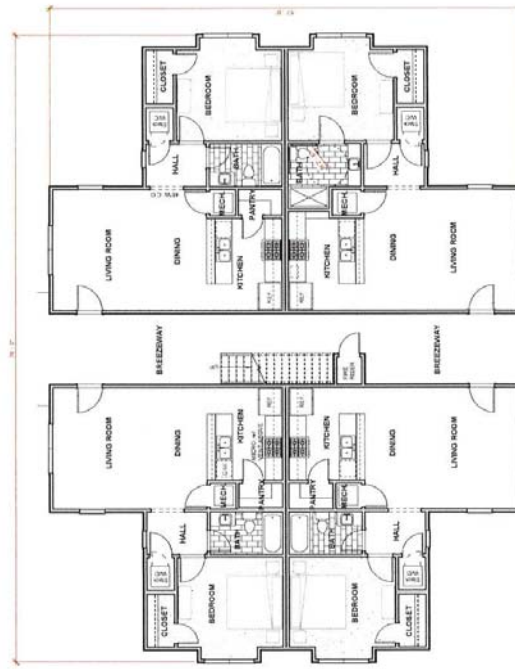
MF1.0



1. RESIDENCE - SIDE ELEVATION  
31'0" x 1'0"

2. RESIDENCE - FRONT ELEVATION  
31'0" x 1'0"

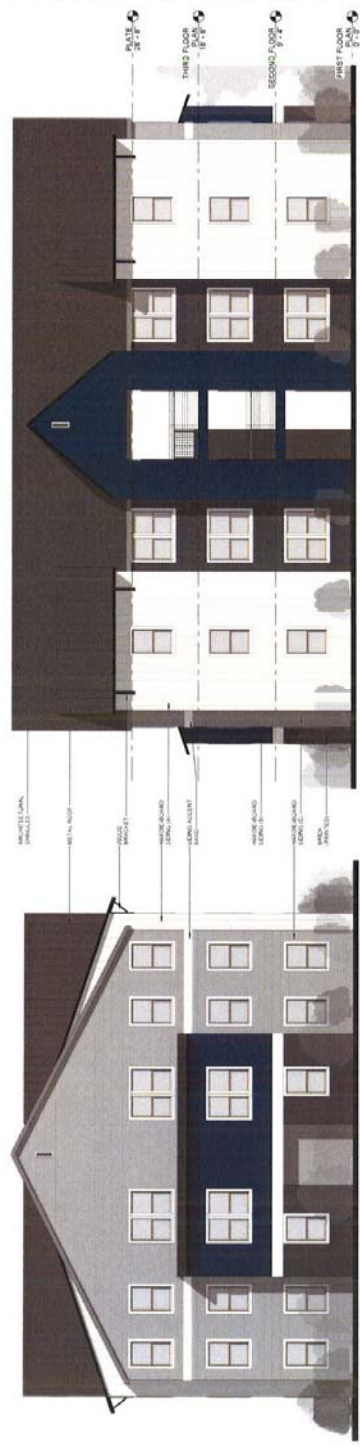
| AREA SCHEDULE     |          |         |       |
|-------------------|----------|---------|-------|
| NAME              | AREA     | PERCENT | NOTES |
| RESIDENCE - SIDE  | 1,000.00 | 100.00  |       |
| RESIDENCE - FRONT | 1,000.00 | 100.00  |       |
| TOTAL             | 2,000.00 | 200.00  |       |



3. FIRST FLOOR PLAN  
31'0" x 1'0"



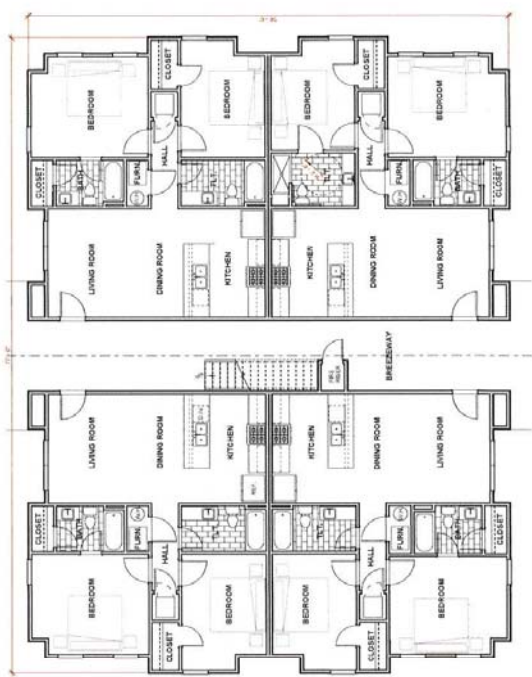
4. PERSPECTIVE VIEW OF 1. RESIDENCE



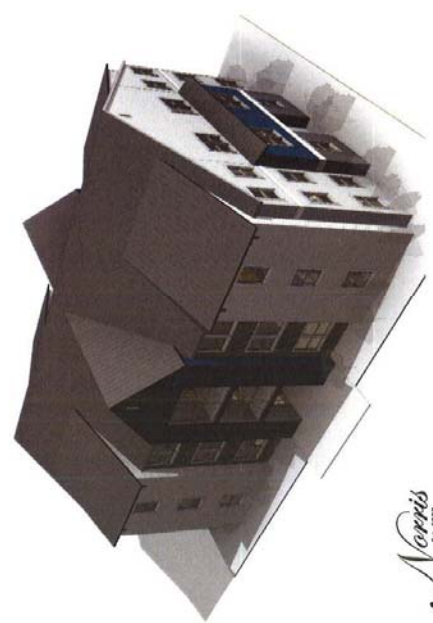
1. FRONT ELEVATION

2. SIDE ELEVATION

| AREA SCHEDULE |        |           |            |
|---------------|--------|-----------|------------|
| NAME          | AREA   | PERIMETER | REMARKS    |
| REAR PORCH    | 100.00 | 100.00    | REAR PORCH |
| REAR PORCH    | 100.00 | 100.00    | REAR PORCH |



3. FLOOR PLAN



4. 3D RENDERING





STORAGE BUILDING -  
FLOOR PLAN, ELEVATIONS, 36

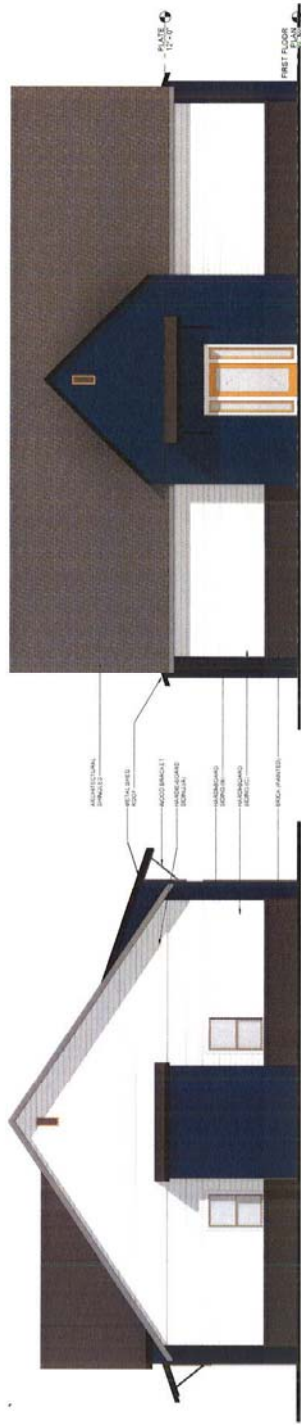
1

---

1

1

ST1



① SIDE ELEVATION  
14' x 14'

② FRONT ELEVATION  
11'6" x 1'30"

| AREA SCHEDULE |      |                  |      |     |      |
|---------------|------|------------------|------|-----|------|
| SUBMIT        | DATE | BY               | REV. | NO. | DATE |
| PALADIN PLAN  |      | JAMES J. PALADIN |      | 01  | 1978 |
|               |      |                  |      | 02  | 1978 |



② FRONT VIEW

⑤ FIRST FLOOR PLAN COPY 1  
1/2" = 1'-0"

RECORD OR FACT.

The common description of the property is: Parcel Number 01-07937-010 (±40 Acre Tract at Intersection of Greenhouse Rd. & SW Regional Airport Blvd.)

Proposed land use: Multi-Family Residential Development

The public hearing will be held January 21, 2020 at 5:00 p.m. It will be held at 305 SW A Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

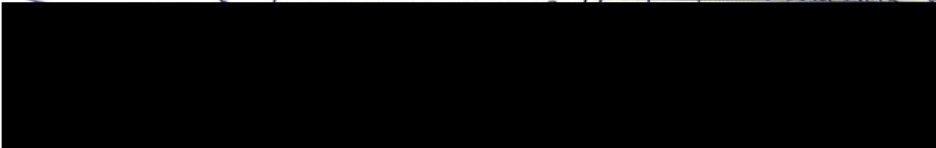
For more information, you may call the Planning Department at (479)271-3122 extension 2.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

Greenhouse road cannot handle the traffic of this magnitude @ drive time!  
I don't believe "multi-family residential" units should  
be placed in an area of single family homes. Also the auto  
traffic created by what would be approx 1000 residents would create  
a problem.



RECORD OR FACT.

The common description of the property is: Parcel Number 01-07937-010 (±40 Acre Tract at Intersection of Greenhouse Rd. & SW Regional Airport Blvd.)

Proposed land use: Multi-Family Residential Development

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1. Attend the public hearing and express your views.
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3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122 extension 2.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

The proposal does not meet criteria for Rezoning. It does not adhere to land use plan, it is incompatible with the surrounding properties, and there is insufficient road infrastructure to handle the dramatic increase in traffic that will occur if Rezoning is permitted. There is NO circumstance justifying the Rezoning.

- The proposed rezoning is Inconsistent with the neighborhood context
- There has been no change in the neighborhood justifying the Rezoning
- Additional traffic created by this proposal can cause safety issues and more accidents



RECORD OR FACT.

The common description of the property is: Parcel Number 01-07937-010 (±40 Acre Tract at Intersection of Greenhouse Rd. & SW Regional Airport Blvd.)

Proposed land use: Multi-Family Residential Development

The public hearing will be held January 21, 2020 at 5:00 p.m. It will be held at 305 SW A Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

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3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122 extension 2.

-----  
I/We have received notice of the public hearing for the rezoning of the above described property and:

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

- adverse effects -  
a) increased traffic in already congested area b) area is single family homes w/young kids - decrease value in neighborhoods; safety concerns for the area; lighting from apartments detrimental to enjoyment of homes in surrounding areas c) destruction of trees/beauty of area d) over abundance of apartments in area



RECORD OR FACT.

The common description of the property is: Parcel Number 01-07937-010 (±40 Acre Tract at Intersection of Greenhouse Rd. & SW Regional Airport Blvd.)

Proposed land use: Multi-Family Residential Development

The public hearing will be held January 21, 2020 at 5:00 p.m. It will be held at 305 SW A Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

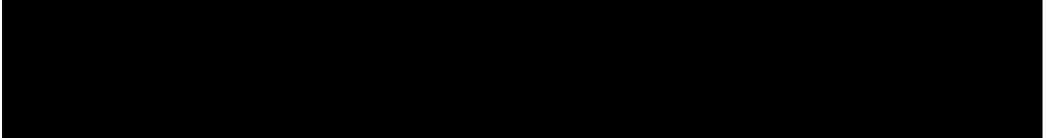
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3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122 extension 2.

I/We have received notice of the public hearing for the rezoning of the above described property and:

- ☐ I/we have no objections to the rezoning.  
☒ I/we object to the rezoning because:

WE DEFINITELY & STRONGLY OBJECT TO MULTI-FAMILY RESIDENTIAL DEVELOPMENTS OF ANY FORM  
IN THE ABOVE MENTIONED PARCEL. A RESIDENTIAL SUBDIVISION SIMILAR TO THE ONE WE LIVE IN,  
QUAIL RIDGE, WOULD BE OKAY. THANKS!



RECORD OR FACT.

The common description of the property is: Parcel Number 01-07937-010 (+40 Acre Tract at Intersection of Greenhouse Rd. & SW Regional Airport Blvd.)

Proposed land use: Multi-Family Residential Development

The public hearing will be held January 21, 2020 at 5:00 p.m. It will be held at 305 SW A Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122 extension 2.

I/We have received notice of the public hearing for the rezoning of the above described property and:

- ☐ I/we have no objections to the rezoning.  
☒ I/we object to the rezoning because:

Area is a flood plain. Why was this area zoned agricultural? Greenhouse road is insufficient for the current traffic level.

Physical Address

RECORD OR FACT.

The common description of the property is: Parcel Number 01-07937-010 (±40 Acre Tract at Intersection of Greenhouse Rd. & SW Regional Airport Blvd.)

Proposed land use: Multi-Family Residential Development

The public hearing will be held January 21, 2020 at 5:00 p.m. It will be held at 305 SW A Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122 extension 2.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

The complex will essentially be right behind our fence! I'm not sure how they plan to cover the enormous creek bed? Traffic on both Greenhouse and Airport roads is terrible as it is, at a standstill in the mornings and evenings. This will devalue our

Physical Address

beloved neighborhood! We can't handle another 300 people on these roads. The schools are packed. There is going to be a major traffic issue created on the corner. Please DO NOT PASS THIS!



| CHECK ALL THAT APPLY |                   |       |
|----------------------|-------------------|-------|
|                      | Bid Award         | Bid # |
|                      | Budget Adjustment |       |
|                      | Change Order      |       |
|                      | Informational     |       |
|                      | Ordinance         |       |
| X                    | Resolution        |       |
|                      | Other             |       |

### AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by:

Shelli Kerr

Department

Planning

Phone

271-6822

A resolution to support the installation of artwork titled "ColorFULL" on the supports of the pipe in Park Springs Park. Chance Snider, an art teacher with Thomas Jefferson Elementary, submitted the proposal which was approved by the Public Art Advisory Committee and the Bentonville Parks and Recreation Advisory Board. The Thomas Jefferson PTO is funding the paint and Mr. Snider and art club students will paint the artwork. There is no cost to the city. Proposal attached.

#### COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

|                            |    |        |
|----------------------------|----|--------|
| Previously Budgeted        | \$ | 25,000 |
| Funds Expended to Date     |    | -      |
| Remaining Budget           |    | 25,000 |
| Budget Adjustment          |    | -      |
| Remaining After Adjustment | \$ | 25,000 |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



## PUBLIC ART PROPOSAL



All applications submitted for consideration to the Bentonville Public Art Advisory Committee must include this application form and the supporting material requested below. Materials can be submitted electronically (MSWord or PDF format) or in paper format to Shelli Kerr at [skerr@bentonvillear.com](mailto:skerr@bentonvillear.com).

### ARTIST INFORMATION

**Name** Chance Snider.  
**Address** .  
**City, State, Zip** Centerton, AR, 72719  
**Telephone**  
**Email**

### ARTWORK INFORMATION

**Title** ColorFULL  
**Location** the supports for the sewage pipe.  
On the Trail behind Park springs park.  
**Size?** It will be all around the 4 supports to create a 3d experience.  
**Medium** Oil Painting  
**Life expectancy** As long as the Paint lasts  
**Cost estimate** ? I plan to get the paints donated  
**Funding source**  
Donations.  
**Method of fabrication & installation** My students and I will carry out supplies and apply paint directly  
**Special requirements (i.e. water, electricity)** We will need ladders for the taller bubbles (I will provide).

### SUPPORT MATERIALS

- ☐ **Illustration of proposed work**  
Provide at least one sketch, drawing or digital illustration of the proposed work. Proposal illustrations should accurately and clearly describe the proposed work.
- ☐ **Artist portfolio**  
Provide at least three (3) images of previous artwork. These may be imbedded into a Word or PDF document and must include a title, date, media and description of each image.
- ☐ **Artist resume/CV**  
Provide an artist resume/CV and include artist website or links to web resources, if available.

**Timeline for design, fabrication and installation**

Design plan will take a few weeks. I plan to have the students experiment with colors found in various nature sources (hair, eyes, plants, dirt...) to see which color combinations they like best for the bubbles. Painting it will take a week or so to get each pillar drawn, base layered, and then let the students come out and paint their bubbles.

**Ongoing maintenance requirements**

A touch up might be needed in a few years

**Narrative (describe the inspiration for the artwork and how it contributes to the visitor's experience)** Based off Dorena Williamsons book "ColorFULL." I have chosen to inspire my students and our community to be less color blind to the people and world around them and more open and willing to see and experience the wonderful differences we were put on this earth to share. I want the viewers to not only experience a whimsical, childlike, happiness (because everyone loves bubbles) but to also be challenged to take in and appreciate the colors all around them. Colors of nature, skin, everything.

**Portfolio:****1) "Faith" – 2006 – Oil Paint**

This is a painting I completed in College as a final project. I took this photo in 2002 from my backyard but I added a man falling in the clouds to signify how faith is a leap.



#### Trail Mural Concept by Chance Snider

The inspiration for this mural came from Dorena Williamson's book "ColorFull." I am in contact with Mrs. Williamson and working on how much of her book she will let us recreate. I would ask that you keep this in mind as any idea can be altered or changed. The pillars will not be completely covered in paint but the idea is for the areas being painted to enhance the beauty of the site.

The Idea is to "fill" the pillars with Bubbles. I plan to have select art students practice with different color mixtures to mimic the nature they see around them. They will gain inspiration from things like eye color, hair color, skin color, color of birds, water, trees/seasons, bugs, and anything from nature. Each student working on the painting will be responsible for mixing and painting at least one bubble.

On the following 3 of the pillars I would like to add figures (in addition to the bubbles).

The Main pillar (image 1) closest to the trail I would like to have a boy blowing bubbles (image2) similar to the one from the book and I also plan to have an inspirational quote (Granny Mac's words about being ColorFULL in image 3) from the book written in the middle of 3 of the bubbles (it would look like image 3.5)

On the Back Right (overlapped) Pillar (image 4) I plan to have a zoomed in view of a person blowing bubbles (the hand and wand – Image 5) this will wrap around the pillar with the face on the back side. (Viewable from Burns Arboritum trail).

Finally I plan to have a girl with a bubble blower (image 2) on the back of the closest pillar on the right

My goal is for this wrap around mural to connect and flow in away that the hikers can enjoy it from more than one view point. I want to use the whimsical fun bubbles to encourage hikers to admire the beauty all around their selves. My initial sketch image 6

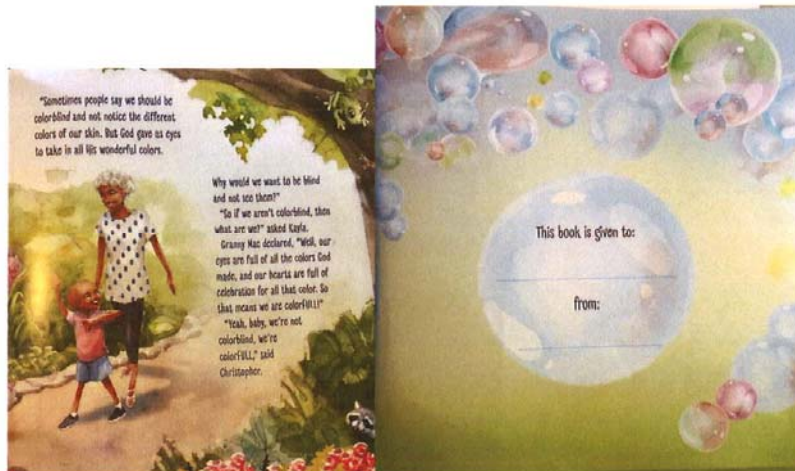


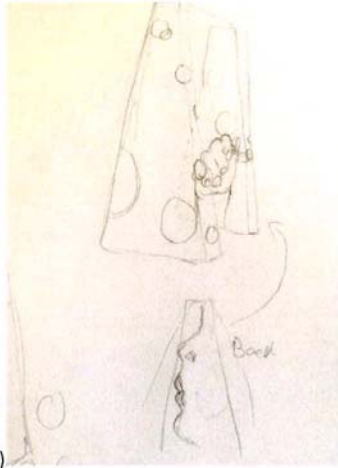
Main Pillar by the trail (image 1)



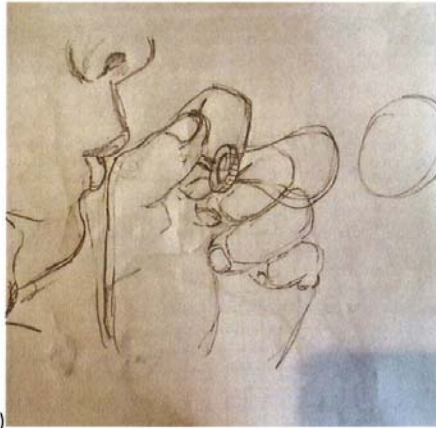
(Image 2)

(Image 3 and 3.5)



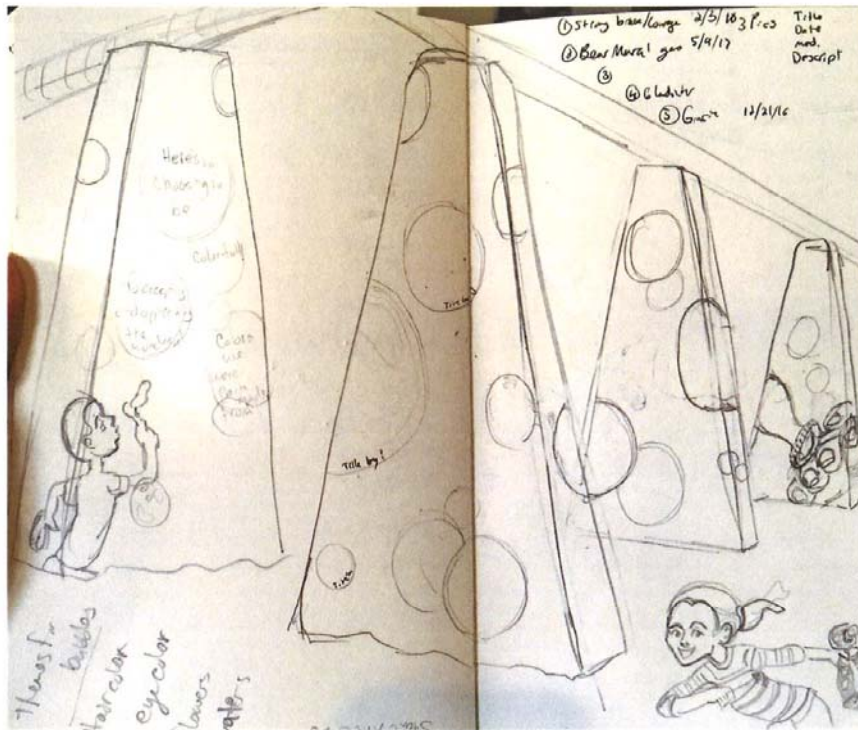


(image 4)



(Image 5)

(Image 6)





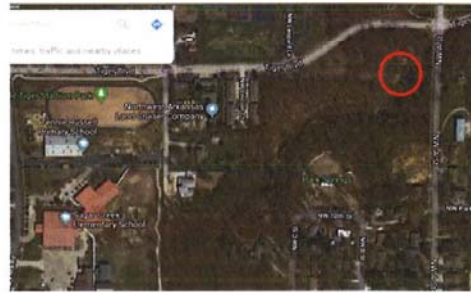
ColorFULL Presentation

# SCE ColorFULL

Mural Design

## Where ?

The Trails  
at Park Springs Park



This is a aerial view of the pillars according  
To Google Maps



As you walk through you will see 1 on the left (NW) and 4 on the right (SE)

# Theme Bubbles and color

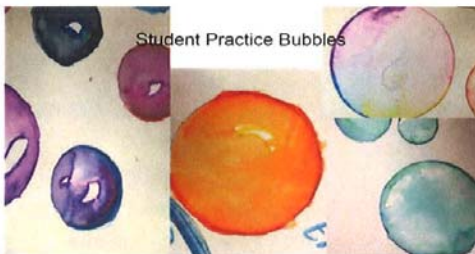
Based off the book ColorFULL  
By Dorena Williamson

My art Club students will be tasked  
With painting one bubble each.  
We have been experimenting and  
Practicing making these light bright  
And realistic



With eyes full of wonderous color and Hearts full of Celebration, we choose to be  
COLORFULL - Dorena Williamson

An example of the Quote  
Fitting on the Bubbles



Student Practice Bubbles



"We look at my bubble"  
and whisper "It's full of  
wonderous color!"  
"I'm just what I need to  
keep me!" says the boy.

These Bubbles will be our inspiration

I envision viewers being able to walk through the  
Pillars and see it from different perspectives



## Details

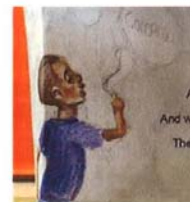
Caucasian hand with Asian girl's head



Asian Girl



African American hand



These Children  
Are from the book  
And will be painted to match  
The original Characters



## Logistics

Now that you have seen a concept some heres some extra information.

I have contacted and receives approval from the Author (Dorena Williamson) and  
her publishing company to go ahead with the mural. I have received the same  
confirmation from the illustrators.

Paint is being paid for by Sugar Creek Elementary PTO

The painting will be executed in the spring with the off and on help of my Art Club  
students.

But, if you have any input, Ideas, Questions, or Concerns please feel free to  
conatct me at: [Csnider@bentonvillek12.org](mailto:Csnider@bentonvillek12.org)

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

**A RESOLUTION ENDORSING THE INSTALLATION OF ARTWORK TITLED  
“COLORFULL” BY ART CLUB STUDENTS AT THOMAS JEFFERSON  
ELEMENTARY AND FUNDED BY THE THOMAS JEFFERSON ELEMENTARY  
PTO, ON PUBLIC PROPERTY AT PARK SPRINGS PARK.**

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

**WHEREAS**, the Public Arts Advisory Committee approved the proposed design and location on the supports of the pipe in Park Springs Park in concept on June 11, 2019 and final design by digital vote on February 18, 2020; and,

**WHEREAS**, the Bentonville Parks and Recreation Advisory Board approved the design and location on the supports of the pipe in Park Springs Park on March 3, 2020; and,

**WHEREAS**, the Thomas Jefferson PTO is funding the paint and installation;

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

**Section 1:** That the City Council of the City of Bentonville, Arkansas hereby endorses the installation of artwork, titled “ColorFULL” by art club students at Thomas Jefferson Elementary and funded by the Thomas Jefferson Elementary PTO on public property in Park Springs Park.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

**APPROVED**

\_\_\_\_\_  
Stephanie Orman, Mayor

**ATTEST:**

\_\_\_\_\_  
Linda Spence, City Clerk





| CHECK ALL THAT APPLY |                   |       |
|----------------------|-------------------|-------|
|                      | Bid Award         | Bid # |
|                      | Budget Adjustment |       |
|                      | Change Order      |       |
|                      | Informational     |       |
|                      | Ordinance         |       |
| X                    | Resolution        |       |
|                      | Other             |       |

### AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by:

Shelli Kerr

Department

Planning

Phone

271-6822

A resolution to support the temporary installation of the artwork "Disposable Youth" by Meraki Videography at the Bentonville Public Library from April 10 to May 1 in advance of the Bentonville Film Festival, which is April 29 through May 2. The project was approved by the Public Art Advisory Committee on January 13, 2020. Hadi Dudley, Bentonville Public Library Director, has approved of the installation at the library. The project is estimated at \$2,850.00 and will be funded by the Public Art Advisory Committee. This is a budgeted item. Proposal attached.

#### COST TO CITY:

Cost of this Request: \$2,850

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

|                            |    |        |
|----------------------------|----|--------|
| Previously Budgeted        | \$ | 25,000 |
| Funds Expended to Date     |    | -      |
| Remaining Budget           |    | 25,000 |
| Budget Adjustment          |    | -      |
| Remaining After Adjustment | \$ | 25,000 |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



## Art Installation Proposal: *Disposable Youth*

Meraki Videography, Artist

P: 479-709-2194 | E: merakivideography@gmail.com | W: merakivideography.com

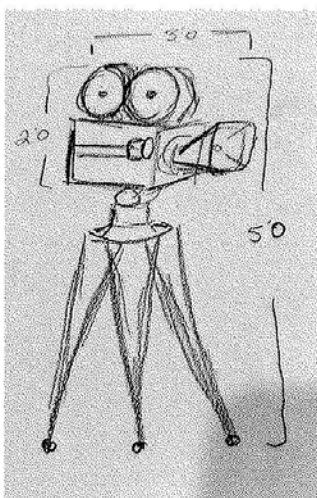
### Project Description

*Disposable Youth* is an art installation constructed from disposable cameras/older film cameras built to look like a modern camera. The disposable cameras will be distributed to females in Bentonville schools and nursing homes giving a voice to the voiceless both the young and the old. As women in the film industry, we are choosing females specifically due to the lack of involvement in the industry. A old film camera will be constructed from the disposable camera parts with a pocket projector in the inside displaying a selection of photos and video from those captured by both the youth and elderly. This art installation is to display both the future and the past in both the perspective of the young versus the old. This marries the idea that the past directly correlates to our future. With this dramatic comparison, we see more clearly that our youth is disposable. Students will only get one day with the camera to capture what inspires them. We would distribute 350 disposable cameras and 2 super 8 cameras to a variety of local schools.

**Amount Total: \$2,849.99**

### Location:

The exact location for the installation is to be determined by the city of Bentonville but it is preferred to be in a covered location safe from the elements. Ideally in a place easily accessible with high traffic volume to give these female artist maximum exposure. We would love for the art installation to be at the Bentonville film festival since its underlining theme is to involve more women in the film industry.



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

**A RESOLUTION ENDORSING THE TEMPORARY INSTALLATION OF  
ARTWORK TITLED "DISPOSABLE YOUTH" BY MERAKI  
VIDEOGRAPHY AND FUNDED BY THE PUBLIC ART ADVISORY  
COMMITTEE, ON PUBLIC PROPERTY AT THE BENTONVILLE PUBLIC  
LIBRARY.**

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

**WHEREAS**, the Public Arts Advisory Committee approved the proposed design on January 14, 2020; and,

**WHEREAS**, the director of the Bentonville Public Library has approved the temporary installation at the Bentonville Public Library,

**WHEREAS**, the Bentonville Public Art Advisory Committee is funding the installation from the 2020 budget in the amount of \$2,850;

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

**Section 1:** That the City Council of the City of Bentonville, Arkansas hereby endorses the temporary installation of artwork titled "Disposable Youth" by Meraki Videography and funded by the Bentonville Public Art Advisory Committee, on public property in the Bentonville Public Library from April 10, 2020 to April 30, 2020.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

**APPROVED**

\_\_\_\_\_  
Stephanie Orman, Mayor

**ATTEST:**

\_\_\_\_\_  
Linda Spence, City Clerk



| CHECK ALL THAT APPLY                |                   |       |
|-------------------------------------|-------------------|-------|
| <input type="checkbox"/>            | Bid Award         | Bid # |
| <input type="checkbox"/>            | Budget Adjustment |       |
| <input type="checkbox"/>            | Change Order      |       |
| <input type="checkbox"/>            | Informational     |       |
| <input type="checkbox"/>            | Ordinance         |       |
| <input checked="" type="checkbox"/> | Resolution        |       |
| <input type="checkbox"/>            | Other             |       |

### AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by:

Shelli Kerr

Department

Planning

Phone

271-6822

#### ACTION REQUIRED:

A resolution to support the temporary installation of artwork titled "Universal Inseparability" by Ben Pierce at Park Springs Park in the southwest corner of the intersection of NW A Street and Tiger Boulevard. The artwork was selected by the Public Art Advisory Committee as part of a request for proposals. The Parks and Recreation Advisory Board supports the installation. The artwork will be on display for two years at a total cost of \$7,924.00. This is a budgeted item. Memo and proposal attached.

#### COST TO CITY:

Cost of this Request: \$7,924

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

|                            |    |        |
|----------------------------|----|--------|
| Previously Budgeted        | \$ | 25,000 |
| Funds Expended to Date     |    |        |
| Remaining Budget           |    | 25,000 |
| Budget Adjustment          |    | -      |
| Remaining After Adjustment | \$ | 25,000 |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



# MEMO



To: Mayor Stephanie Orman and Bentonville City Council  
From: Shelli Kerr, AICP, Comprehensive Planning Manager  
On behalf of: Bentonville Public Art Advisory Committee  
CC date: Dec. 10, 2019  
**RE: Temporary Public Artwork "Universal Inseparability" at Park Springs Park**

The Bentonville Public Art Advisory Committee (PAAC) is seeking approval to install temporary public art titled "Universal Inseparability" at the Corner at Park Springs Park on the southwest corner of NW A Street and Tiger Boulevard.

After deciding to relocate the current sculpture at that location, Sassy, the PAAC agreed to establish the Corner at Park Springs Park as a temporary display site.

In August 2019, the PAAC issued a call for proposals for installation of temporary artwork at the Corner at Park Springs Park with a deadline of September 25, 2019. The request for proposals asked for artwork to achieve the following goals:

- enhance the intersection;
- be appropriate for all ages;
- represent Bentonville's artistic culture;
- engage with the growing, diverse population in Bentonville; and,
- add variety to Bentonville's public art inventory.

The PAAC reviewed over 40 submittals in response to its call for proposals. After determining that the artwork initially selected at the October 8 meeting may not be appropriate for all ages, the PAAC selected Universal Inseparability by Ben Pierce at the November 12 meeting. The artwork is a 12 ft. x 5 ft. x 5 ft. stainless steel sculpture described by the artist as "a single large circle that appears to be drooping or bent in a way that at first glance is unrecognizable as a circle." The committee felt that it was different from any other artwork in the inventory, that it met the goals, and liked the narrative provided by the artist, stating "the sculpture pulls influence from nature and architecture." The artist's proposal and budget are attached. The Parks and Recreation Advisory Board has approved this artwork at this display site.

The cost for installation, a two-year lease, and removal is \$7,924; \$3,962 per year. The Public Art Advisory Committee has budgeted \$25,000 for public art in 2020.



**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Shelli Kerr](#)  
**Subject:** Online Form Submittal: Public Art Proposal  
**Date:** Saturday, September 21, 2019 12:50:15 PM

---

## Public Art Proposal

### Proposal for Public Art

Proposal type Request for Proposal: Bright Rd Roundabout

Date 9/21/2019

### ARTIST INFORMATION

Name Ben Pierce

Email Address [benpiercesculpture@gmail.com](mailto:benpiercesculpture@gmail.com)

Address 151 South Minnesota

Phone Number 5732000692

City Cape Girardeau

State Missouri

Zip Code 63703

Upload artist resume / CV [ben\\_pierce\\_resume.docx](#)

Artist portfolio [previous\\_works.docx](#)

Artist website (if available) [www.benpiercesculpture.com](http://www.benpiercesculpture.com)

### PROPOSAL DETAILS

Title of artwork "universal Inseparability "

Artwork medium stainless steel

Size and dimensions of artwork 12 ft x 5ft x 5ft

Life expectancy of artwork 100yrs

Method of fabrication sculpture is welded stainless steel. The round base plate has



|                  |                                                                              |
|------------------|------------------------------------------------------------------------------|
| and installation | 3/4inch holes around the perimeter through which anchor bolts will be placed |
|------------------|------------------------------------------------------------------------------|

|                                                   |                                                                                            |
|---------------------------------------------------|--------------------------------------------------------------------------------------------|
| Timeline for design, fabrication and installation | This sculpture is a completed work of art and can be installed any time after October 2019 |
|---------------------------------------------------|--------------------------------------------------------------------------------------------|

|                                                              |     |
|--------------------------------------------------------------|-----|
| Are there any special requirements (i.e. water, electricity) | Yes |
|--------------------------------------------------------------|-----|

|                                                   |                                    |
|---------------------------------------------------|------------------------------------|
| If there are special requirements, please explain | a crane or lift to place sculpture |
|---------------------------------------------------|------------------------------------|

|                                  |                                                     |
|----------------------------------|-----------------------------------------------------|
| Ongoing maintenance requirements | use of approved stainless steel cleaner (as needed) |
|----------------------------------|-----------------------------------------------------|

#### Narrative

*Explain the proposal, describe the inspiration for the artwork and how it contributes to the visitor's experience. You may either type directly into this application form or attached a Word or PDF document.*

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Type in narrative | This sculpture pulls influence from nature and architecture. Tying together the use of stainless steel as the medium and a dynamic composition utilizing graceful curves this sculpture expands on my use of the circle. The concept is a single large circle that appears to be drooping or bent in a way that at first glance is unrecognizable as a circle. However, just as a circle has no start and stop this sculpture too has to beginning or end. |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

OR

|                  |                             |
|------------------|-----------------------------|
| Upload narrative | <i>Field not completed.</i> |
|------------------|-----------------------------|

|                                  |                                     |
|----------------------------------|-------------------------------------|
| Upload image of proposed artwork | <a href="#"><u>IMG_1022.jpg</u></a> |
|----------------------------------|-------------------------------------|

#### BUDGET

|              |                                                                                                               |
|--------------|---------------------------------------------------------------------------------------------------------------|
| Total budget | This is a completed sculpture. so i am proposing \$2500/yr lease<br>And i would like to sign a 2-3 year lease |
|--------------|---------------------------------------------------------------------------------------------------------------|

|                        |                             |
|------------------------|-----------------------------|
| Upload detailed budget | <i>Field not completed.</i> |
|------------------------|-----------------------------|

|                                  |        |
|----------------------------------|--------|
| Temporary displays - lease price | \$2500 |
|----------------------------------|--------|

|                                     |          |
|-------------------------------------|----------|
| Temporary displays - purchase price | \$27,000 |
|-------------------------------------|----------|

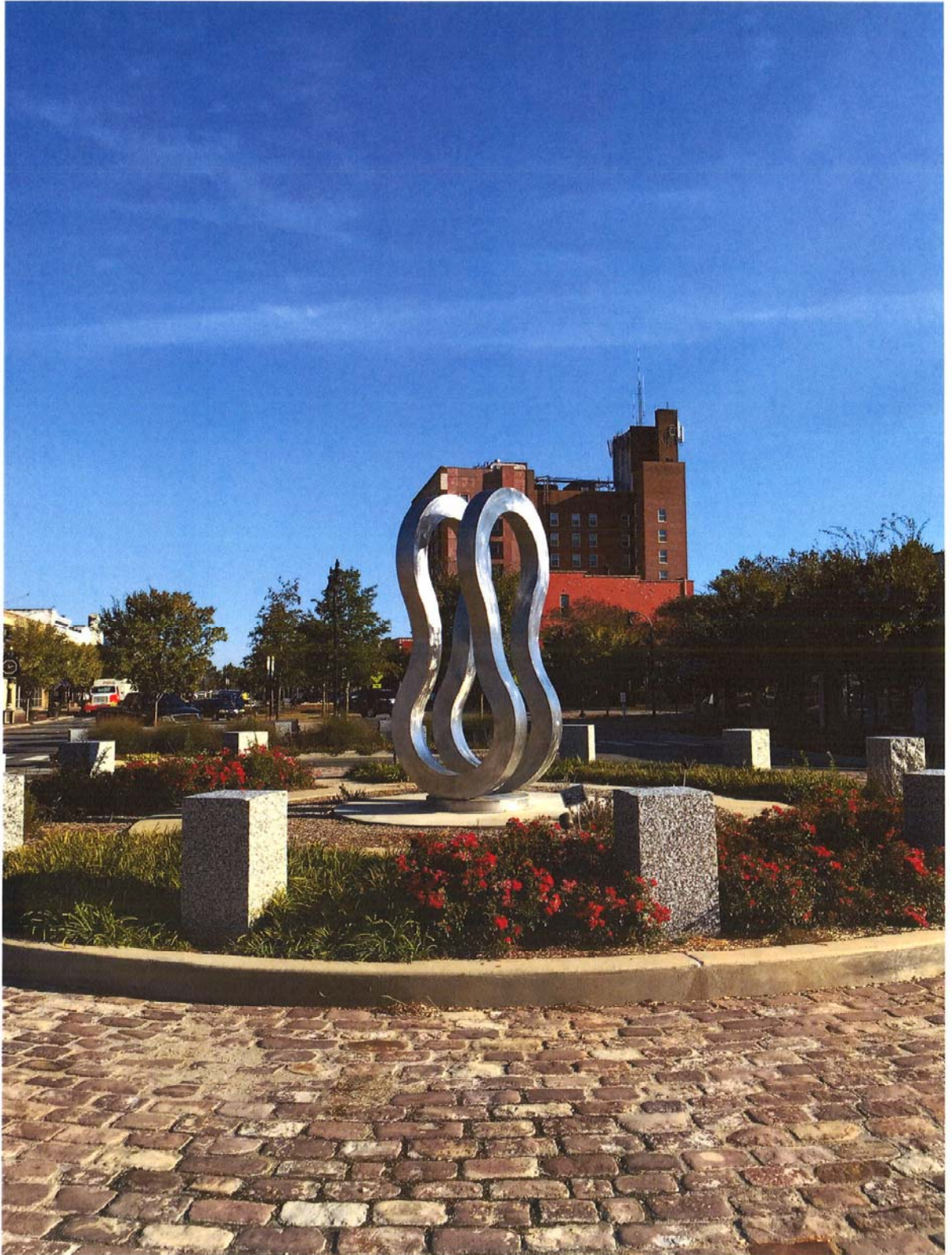
Credit

Yes

Funding

*Field not completed.*

Email not displaying correctly? [View it in your browser.](#)





---

Ben Pierce  
151 South Minnesota St.  
Cape Girardeau MO 63703  
Phone 573.200.0692  
email. [benpiercesculpture@gmail.com](mailto:benpiercesculpture@gmail.com)  
website. [www.benpiercesculpture.com](http://www.benpiercesculpture.com)

Bentonville Arkansas  
Public Art Advisory Committee  
Project: Corner at Park Springs Public Sculpture

Sculpture & Specs:

Title: "Universal Inseparability"  
Material: Stainless steel  
Dimensions: **Height:** 12 feet, **Width:** 5 feet, **Depth** 5 feet. ( **Base** 46 inch diameter)  
Purchase Price: \$28,000



Budget:

|                        |                   |
|------------------------|-------------------|
| Lease:                 | \$2,500/yr        |
| Delivery/Install Fee:  | \$1000            |
| Pick Up/Deinstall Fee: | \$1000            |
| Liability Insurance:   | \$462/yr          |
| <b>TOTAL:</b>          | <b>\$7,924.00</b> |

\* The above reflects a 2 Year Lease. 2020-2022

\* The total amount paid [\$7,924] except initial delivery/install fee **WILL** be applied to the purchase price. Yielding a credit to be applied to the purchase price of [\$21,076].

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

**A RESOLUTION ENDORSING THE TEMPORARY INSTALLATION OF ARTWORK TITLED “UNIVERSAL INSEPARABILITY” BY BEN PIERCE AND FUNDED BY THE PUBLIC ART ADVISORY COMMITTEE, ON PUBLIC PROPERTY IN PARK SPRINGS PARK AT THE SOUTHWEST CORNER OF NW A STREET AND TIGER BOULEVARD.**

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

**WHEREAS**, the Public Art Advisory Committee issued a call for proposals for temporary artwork on August 20, 2019 with a deadline for submittals of September 25, 2019; and,

**WHEREAS**, artist Ben Pierce submitted a proposal for his artwork titled “Universal Inseparability” in response to this call for proposals; and,

**WHEREAS**, the Public Art Advisory Committee selected and recommend Ben Pierce’s “Universal Inseparability” artwork for installation at the Corner of Parks Springs display site on November 12, 2019; and,

**WHEREAS**, the Bentonville Parks and Recreation Advisory Board approved this installation on December 2, 2019;

**WHEREAS**, the Public Art Advisory Committee is funding the temporary installation from the 2020 budget in the amount of \$7,924.

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

**Section 1.** That the City Council of the City of Bentonville, Arkansas hereby endorses the temporary installation of artwork titled “Universal Inseparability” by artist Ben Pierce and funded by the Bentonville Public Art Advisory Committee, on public property in Park Springs Park at the southwest corner of NW A Street and Tiger Boulevard.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor Stephanie Orman

\_\_\_\_\_  
Linda Spence, City Clerk





| CHECK ALL THAT APPLY                |                   |       |           |
|-------------------------------------|-------------------|-------|-----------|
| <input checked="" type="checkbox"/> | Bid Award         | Bid # | IFB 20-04 |
| <input type="checkbox"/>            | Budget Adjustment |       |           |
| <input type="checkbox"/>            | Change Order      |       |           |
| <input type="checkbox"/>            | Informational     |       |           |
| <input type="checkbox"/>            | Ordinance         |       |           |
| <input type="checkbox"/>            | Resolution        |       |           |
| <input type="checkbox"/>            | Other             |       |           |

### AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by:

Preston Newbill

Department

Sewer

Phone

479-271-3140

#### ACTION REQUIRED:

Bid award to Corgill Construction Inc. for rehabilitation of sanitary sewer manholes throughout the City of Bentonville's sanitary sewer collection system. Corgill's services will be for 2020 and shall not exceed our 2020 budgeted amount of \$55,000.00. Thank you for your consideration of this request.

#### COST TO CITY:

Cost of this Request: \$55,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

|                            |    |   |
|----------------------------|----|---|
| Previously Budgeted        | \$ | - |
| Funds Expended to Date     |    | - |
| Remaining Budget           |    | - |
| Budget Adjustment          |    | - |
| Remaining After Adjustment | \$ | - |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712  
\*www.bentonvillear.com\*



PLEASE RECYCLE





# Memo



**To:** City Council, Mayor Orman  
**From:** Mike Bender/Preston Newbill  
**CC:**  
**Date:** February 25, 2020  
**Re:** Rehabilitation of Sanitary Sewer Manholes – Bid Award

---

Staff recommends a bid award to Corgill Construction Inc. for rehabilitation of sanitary sewer manholes throughout the City of Bentonville's sanitary sewer collection system.

Manholes within our collection system are deteriorating due to gases associated with lift stations and force mains. Corgill's services will be applying a cementitious lining and then an epoxy coating that will rehabilitate the manhole and extend its functional life within the collection system. The epoxy coating is resistant to the gases within the collection system making it a long-term fix and eliminating the need to replace the manhole. Corgill's services will be for 2020 and shall not exceed our 2020-budgeted amount of \$55,000.

Thank you for your consideration of this request.



**BID TABULATION:**  
**IFB-20-04- BID OPENING**  
 REHABILITATION OF SANITARY SEWER MANHOLES  
 MONDAY, FEBRUARY 10, 2020  
 at 2:00 P.M

| BIDDER NAME            | 5 FT PRICE PER VERTICAL FOOT | TOTAL BID PRICE |
|------------------------|------------------------------|-----------------|
| Ace Pipe Cleaning, Inc | \$ 542.02                    | \$ 542.02       |
| Corgill Construction   | \$ 314.00                    | \$ 314.00       |
| ICM Technologies       | \$ 350.40                    | \$ 350.40       |



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PURCHASING OFFICE  
CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712  
IFB-20-04

**INVITATION FOR BID (IFB)**  
**IFB-20-04**  
**Rehabilitation of Sanitary Sewer Manholes**

Date of Issuance: **JANUARY 19, 2020**

Bid Number: **IFB-20-04**

Bid Opening Date: **FEBRUARY 10, 2020**

Bid Opening Time: **2:00 P.M.**

Questions regarding this bid should be directed solely to the Purchasing Office by emailing [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com).  
*All questions must be submitted prior to 4:30 P.M., February 5, 2020.*

All bids must be received by the Purchasing Office prior to 2:00 P.M., February 10, 2020 in a sealed envelope, clearly marked on the outside with **BID # IFB-20-04**. Bids which must be opened to be identified may be rejected.

*Late bid submissions will be rejected, without exception.*

Bids will be publicly opened at City Hall, second floor, Purchasing Department, 117 West Central Ave Bentonville, AR 72712.

**EXECUTION OF BID**

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

|                            |                                   |               |                     |             |                     |
|----------------------------|-----------------------------------|---------------|---------------------|-------------|---------------------|
| NAME OF FIRM:              | <i>Corgill Construction, Inc.</i> | PHONE NUMBER: | <i>479-996-7021</i> | FAX NUMBER: | <i>479-996-1523</i> |
| BUSINESS ADDRESS, STREETS: | <i>P.O. Box 1235</i>              | CITY:         | <i>Greenwood</i>    | STATE:      | <i>AR</i>           |
| SIGNATURE:                 | <i>[Redacted]</i>                 | DATE:         | <i>02/07/2020</i>   | ZIP:        | <i>72936</i>        |
| PRINTED OR TYPED NAME:     | <i>Glenda S. Corgill</i>          | TITLE:        | <i>President</i>    |             |                     |

ARKANSAS SALES OR USE TAX NUMBER: *NA.*

STATE CONTRACTORS LICENSE NUMBER: *0062710420*



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#### **INTENT**

The intent of this Invitation for Bid is for to secure a properly qualified, experienced and applicably licensed contractor to perform rehabilitation of sanitary sewer manholes throughout the City of Bentonville Water Utilities' (BWU) sanitary sewer collection system, via epoxy coating and cementitious lining applications.

#### **NOTICE – Bentonville Water Utilities Standard Specifications**

BWU Specifications are referenced herein and are a binding part of the awarded Contract and Specifications. It shall be the responsibility of the Contractor/Bidder to obtain and review BWU's Specifications, as necessary, for the performance of the work described herein. BWU Specifications and details are published on the City of Bentonville Website, [www.bentonvillear.com](http://www.bentonvillear.com). Specifications contained herein are intended to supplement BWU's Standard Specifications.

#### **RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS**

The following documents must be complete to provide a complete bid response package:

- IFB document, all response fields complete.
- Proof that Bidder maintains, or is able to acquire the required insurance, as stated herein in the 'INSURANCE' section of this IFB document.

**All pricing must be entered on pricing sheet ("no bid" is an acceptable entry).**

#### **WARRANTY**

The awarded Bidder shall provide a Warranty to the City, in written format and as is acceptable to BWU, for a period of no less than ten (10) years from the date of completion, as approved by BWU's acceptance that the work is complete. The Warranty shall include as covered, any and all epoxy failures due to, but not limited to flaking, cracking or peeling of coating from walls of the manholes. Any such failures reported to the awarded Bidder within the Warranty period, will result in re-application of the coating by the awarded Bidder, at no cost to the City.

*[This space has been intentionally left blank]*



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#### **INSURANCE**

Bidders are required to include proof of their ability to obtain the insurance, as described herein, after the Notice of Award has been issued and upon execution of the contract in their bid submission. Bid submittals that do not include proof of Bidder's ability to obtain the required insurance may be rejected. The awarded Bidder shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the awarded Bidder's performance of the work; whether it is to be performed by the awarded Bidder, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

**The policies of insurance required are as follows:**

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

#### **CONTRACT TERM:**

The awarded Bidder will be required to sign a binding contract with the City, for a one (1) year term, renewable upon mutual written agreement and according to all original terms and pricing for one (1) additional year term, for a total maximum term of two (2) years.

#### **SCOPE OF WORK**

Perform rehabilitation of sanitary sewer manholes throughout BWU's sanitary sewer collection system, via epoxy coating and cementitious lining applications, as specified herein, as specified in BWU's Standard Specifications, and in accordance with all industry standards and best practices for the performance of this type of work.

#### **SCHEDULING**

All scheduling shall be coordinated with, and approved through the City of Bentonville Water Utilities Department.





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#### **DELIVERY**

The City of Bentonville Water Utilities Department request that Bidder be available to begin services within two (2) weeks from the Notice of Award. Bidder must specify their availability to begin services from the Note of Award; failure to state availability to begin services obligates the Bidder to begin services within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City.

Available to begin services within Thirty days (specify weeks/days etc.) from the Notice of Award.

#### **DAMAGES**

Any damages which occur during the performance of the services described herein shall be immediately communicated to the BWU designated contact, and repaired at the awarded Bidder's expense.

#### **EQUIVALENT**

Whenever these specifications mention an item by name and use specific descriptions as reference thereto, it is intended to convey to the Bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.

#### **TOBACCO PRODUCTS AND LITTERING**

No disposal of tobacco products or littering of any kind shall be tolerated.

#### **CITY'S RIGHT TO REQUEST ADDITIONAL INFORMATION**

The City reserves the right to request additional information or references from the apparent low Bidder if it is deemed to be in the City's best interest.

#### **INVOICING**

Bidder shall provide invoices to the City at the remittance address below:

**City of Bentonville**  
**ATTN: Accounts Payable**  
**117 West Central Ave.**  
**Bentonville, AR 72712**

Invoices are paid within fourteen (14) days of receipt. Failure to submit an invoice to the address above may cause a delay in payment.





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**PAYMENT TERMS**



Net 30 days



Other: \_\_\_\_\_

Registered with the Secretary of State's Office to Conduct Business in the State of Arkansas:

  X   Yes           No

*[This space has been intentionally left blank]*



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Contractor/Vendor Disclosure

Company Name: Corgill Construction, Inc

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

Immediate Relation includes:

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

None

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



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**CITY OF BENTONVILLE, ARKANSAS  
PURCHASING DEPARTMENT**

**INSTRUCTIONS TO BIDDERS**

1. **SCOPE:** These instructions to Bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of \$20,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any bid package received through any 3<sup>rd</sup> party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3<sup>rd</sup> party source other than hand delivered.

2. **DEFINITIONS (AS USED HEREIN):**

- a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value \$20,000 and over. The acronym "IFB" means Invitation for Bid.
- b. The term "bid" means the offer by the Bidder.
- c. The term "Bidder" means the person or organization responding to the solicitation.
- d. The term "contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
- e. The term "change order" means a written order from the Purchasing department directing the contractor to make changes to a contract.
- f. The term "City" means the City of Bentonville, Arkansas.
- g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the Bidder's risk.

Each Bidder shall furnish the information required in the solicitation. The Bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. The affidavit must be signed by an officer or employee having the authority to bind the company or organization by his/her signature and included with the bid response.

Unit price for each unit offered must be provided. The unit price will be presumed correct.

The Bidder must state a definite time for delivery of supplies or performance of services.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central time zone). Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the Bidder, the Bidder shall respond within two (2) business days of the bid opening or within two (2) days of notification from the City with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a Bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.

6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the Bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.

7. **FIRM PRICES:** By submitting the bid, Bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.



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8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable office, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

The City reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation.

The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified.

Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.

In the event of two or more identical low bids, Arkansas code Annotated Section 14-22-11 shall apply.

No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without written approval of the Assistant Finance Director of the City.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the Bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and

CITY OF BENTONVILLE, ARKANSAS – OFFICIAL INVITATION FOR BID SOLICITATION DOCUMENT

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fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.

All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
- First to Bidder offering firm prices for full contract period; and
  - Second to Bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the Bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
1. Termination for Convenience  
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  2. Termination for Cause  
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
  3. Termination Due to Unavailability of Funds  
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.



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29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, Bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**
31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the bid.
35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
  2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
  3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
  4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  5. Approved price changes are not applicable to orders already issued and in process at time of price change.
  6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
  7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
  8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.





CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE  
CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712  
IFB-20-04

9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
  10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Office at (479) 271-3115.



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PURCHASING OFFICE  
CITY HALL  
117 W. CENTRAL AVE  
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IFB-20-04

### SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space following specifications. Bidder must indicate "NOT AS SPECIFIED", by placing an "X" in the designated space following specifications and provide substitute or equivalent item information in the designated space. Bidder must also provide additional information where indicated.

These Specifications include requirements for the preparation and application of epoxy coating and cementitious lining to sanitary sewer manholes. These Specifications are intended to supplement Bentonville Water Utilities Standard Specifications. It is the responsibility of the Bidder and/or awarded Bidder to obtain and review Bentonville Water Utilities' Standard Specifications as necessary for the performance of the work described herein. Bentonville Water Utilities Standard Specifications and details are published on the City of Bentonville website at [www.bentonvillear.com](http://www.bentonvillear.com).

#### DEFINITIONS

PSI     Pounds per square inch     CF     Cubic Foot  
LBS     Pounds  
F     Fahrenheit

#### 1. QUALITY ASSURANCE:

- A. Follow national standards, Bentonville Water Utilities specifications, and as specified herein. In the event specifications or standards conflict, the most stringent shall govern.
- B. Personnel involved in installation of any of the following materials shall be certified by manufacturer, including the successful completion of training in handling, applying and finishing materials used.

AS SPECIFIED   X   NOT AS SPECIFIED (EQUIVALENT/SUBSTITUTE) \_\_\_\_\_

If NOT AS SPECIFIED, provide information below:

#### 2. SUBMITTALS:

- A. Catalog data showing manufacturer's complete specifications, clarifications and updates, ASTM references, material composition, physical and chemical properties.
- B. Manufacturer's recommended procedures for handling, storing, repairing, and installing.
- C. Manufacturer's recommended procedures for spills, cleanup, and disposal of chemicals and materials utilized in the preparation and application processes.
- D. Current material data safety sheet (MSDS).

AS SPECIFIED   X   NOT AS SPECIFIED (EQUIVALENT/SUBSTITUTE) \_\_\_\_\_

If NOT AS SPECIFIED, provide information below:



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE  
CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712  
IFB-20-04

**3. DELIVERY, STORAGE, AND HANDLING:**

- A. Protect, store, and handle materials during transportation according to manufacturer's recommendations/specifications. If stored on-site, an approved location shall be obtained and agreed to in writing. Contractor will be responsible for any material damaged, spilled, lost, or stolen while stored on-site. Contractor will not be paid for stored material prior to material application/use.
- B. Material found to be defective or damaged due to manufacture or shipment shall be replaced at no additional cost to the City.

AS SPECIFIED X NOT AS SPECIFIED (EQUIVALENT/SUBSTITUTE) \_\_\_\_\_

If NOT AS SPECIFIED, provide information below:

**4. MATERIALS:**

- A. Cementitious lining for manhole prep for epoxy coating.
  - 1) Quick setting (under 20 minutes), high strength, sulfide resistant, calcium aluminate-based or Portland cement material.
  - 2) Suitable for troweling or rotary spray application to inside of manhole.
  - 3) Use additives to increase corrosion resistance or bond strength at manufacturer's direction.
  - 4) Initial set time per manufacturer's recommendation and per project conditions.
  - 5) Density when applied: 135 lbs./cf +/- 5 lbs./cf.
  - 6) Compressive strength (ASTM C109) at 1 day. Per manufacturer's recommendation. Minimum acceptable: 2,000 psi.
  - 7) Compressive strength (ASTM C109) at 28 days. Per manufacturer's recommendation. Minimum acceptable: 3,000 psi.
  - 8) Bond Strength (ASTM C882) at 28 days. Per manufacturer's recommendation. Minimum acceptable: 1,600 psi.
  - 9) Shrinkage (ASTM C596) at 28 days: 0 percent.
  - 10) Approved Manufacturers.
    - a. Quadex, Inc.
      - I. Quadex, Inc.
    - b. The Strong Company, Inc.
      - I. Strong-Seal MS-2A.
    - c. Approved equal. Submittal must provide specifications and justification.

MANUFACTURER(S): The Strong Company Inc.

AS SPECIFIED X NOT AS SPECIFIED (EQUIVALENT/SUBSTITUTE) \_\_\_\_\_

If NOT AS SPECIFIED, provide information below:



CITY OF BENTONVILLE, ARKANSAS  
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MATERIALS CONTINUED...

**B. Hydraulic cement used for non-structural infiltration control.**

- 1) Rapid setting to plug active leaks prior to other rehabilitation work.
- 2) Initial Set Time at 70 degrees Fahrenheit: 60 to 90 seconds.
- 3) Final Set Time at 70 degrees Fahrenheit: One hour.
- 4) Compressive Strength (ASTM C109) at 28 days: Per manufacturer's recommendation. Minimum acceptable "or equal" products: 4,000 psi.
- 5) Length Change (ASTM C157): 0 percent.
- 6) Approved Manufacturers.
  - a. Sealing Systems, Inc.
    - I. Aqua Seal
  - b. The Strong Company, Inc.
    - I. Strong-Seal QSR (acid resistant)
    - II. Strong-Plug
  - c. AP/M Permaform,
    - I. Permacast-Plug
  - d. Approved equal. Submittal must provide specifications and justification.

MANUFACTURER(S): The Strong Company, Inc.

AS SPECIFIED X NOT AS SPECIFIED (EQUIVALENT/SUBSTITUTE) \_\_\_\_\_

If NOT AS SPECIFIED, provide information below:



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IFB-20-04

MATERIALS CONTINUED...

**C. Epoxy Coating.**

- 1) Seamless manhole formed in place, within existing manhole extending from channel to frame.
- 2) Two or three part epoxy coating.
- 3) Minimum Thickness: Lining material shall be capable of a maximum placement thickness of 200 mils in one pass monolithic application. Manhole lining material shall be applied to a minimum thickness of 125 mils (milliliters).
- 4) Lining material shall meet ASTM D695/ASTM C579 compressive strength of 18,000 psi/6,800 psi and ASTM D790/ASTM C580 flexural strength of 13,000 psi/4,600 psi. Minimum Tensile Strength (ASTM C307): 2,500 psi.
- 5) Approved Manufacturers (Epoxy)
  - a. Raven.
    - I. Raven 405
    - II. Raven 405 Trowel
  - b. Sauereisen, Inc. 1. 210RS
  - c. Approved equal. Submittal must provide specifications and justification.

MANUFACTURER(S): Raven Linings

AS SPECIFIED ☒ NOT AS SPECIFIED (EQUIVALENT/SUBSTITUTE) \_\_\_\_\_

If NOT AS SPECIFIED, provide information below:

**6. PREPERATION OF MANHOLE:**

- A. Use approved method to clean manhole walls to ensure clean surface.
- B. Ensure any material cleaned from manhole walls does not fall into flow of sewer line.
- C. Use approved method to stop leaks into manholes prior to application of cementitious lining or epoxy coating.

AS SPECIFIED ☒ NOT AS SPECIFIED (EQUIVALENT/SUBSTITUTE) \_\_\_\_\_

If NOT AS SPECIFIED, provide information below:





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**7. FIELD TESTING AND INSPECTION:**

Contractor shall visually inspect manholes to determine integrity of cementitious lining and epoxy coating as well as water-tightness. Inspection shall be conducted with a representative of Bentonville Water Utilities present. Contractor shall at a minimum:

- A. Verify no inflow or infiltration.
- B. Verify services are reinstated and unobstructed.
- C. Verify no excessive material build up on or in trough.
- D. Verify epoxy is smooth with uniform coverage on manhole walls.

AS SPECIFIED   X   NOT AS SPECIFIED (EQUIVALENT/SUBSTITUTE) \_\_\_\_\_

If NOT AS SPECIFIED, provide information below:

| Specification Description                                                                                                                                | Indicate if "AS SPECIFIED" by placing an "X" in this column. | Bidder use this space to indicate an Equivalent/Substitute item. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|------------------------------------------------------------------|
| The awarded Bidder shall follow all federal, state and local safety regulations.                                                                         | X                                                            |                                                                  |
| Bidder is qualified and capable of performing the work, AS SPECIFIED.                                                                                    | X                                                            |                                                                  |
| The awarded Bidder shall meet with the Bentonville Water Utilities Department prior to beginning services to review the Scope of Work and Specifications | X                                                            |                                                                  |
| Services shall be provided on an as needed basis throughout the term of the awarded Contract and any mutually agreed upon renewal year.                  | X                                                            |                                                                  |
| Bidder shall furnish all labor, equipment, materials and all other items necessary to perform the work described herein.                                 | X                                                            |                                                                  |





CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE  
CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712  
IFB-20-04

SPECIFICATIONS CONTINUED..

**Notes**

(Optional):

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**SPECIFICATIONS: REFERENCES**

Bidders shall provide at least three (3) references from within the last two (2) years in the space provided below. References provided must be from the performance of services similar to the services described herein.

The City reserves the right to contact references provided.

| Contact Name                            | Contact Phone Number | Description of Work                                                            | Date/Date Range When Services Were Performed |
|-----------------------------------------|----------------------|--------------------------------------------------------------------------------|----------------------------------------------|
| Rogers Water Utilities<br>Pat Sharp     | 479-936-6214         | Lined manholes<br>w/ wet wells - cement<br>+ Epoxy/Ring Lids                   | 1/1/2014 - 09/19/2019                        |
| Randy Hawkins<br>Benton AR              | 501-776-5955         | Lined manhole<br>w/ cement + epoxy<br>injected grout<br>Ring Lids changed      | 07/2005 - 12/2018                            |
| Carl Rine/Mathan<br>Harrison AR         | 870-741-5022         | Manholes lined<br>with cement epoxy<br>Clarifier Repairs                       | 2009 - 2017                                  |
| Vernon Wilkey<br>Greenwood Wastewater   | 479-996-5657         | Lined manholes<br>with cement + epoxy<br>Epoxy lined Wet wells                 | 2010 - 2019                                  |
| Jim McDaniel<br>Paragould Light & Water | 870-239-7700         | Lined manhole<br>with cement + epoxy<br>injected M.H. lift<br>station<br>Epoxy | 2014 - 2019                                  |



CORGCN-02

CYNTHIA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/5/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
BHC Insurance  
5500 Euper Lane  
P.O. Box 3529  
Fort Smith, AR 72913-3529

CONTACT NAME: Cynthia M. Sikes  
PHONE (A/C, No, Ext): (479) 452-4000 142 FAX (A/C, No): (479) 484-5185  
E-MAIL: cynthia@bhca.com  
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : United Fire &amp; Casualty Company

13021

INSURER B : Technology Insurance Company, Inc.

42376

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Corgill Construction, Inc.  
Attn: Susie Corgill  
P.O. Box 1235  
Greenwood, AR 72936

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR<br>LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                           | ADDITIONAL<br>INSURED                                    | POLICY NUMBER | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|---------------|----------------------------|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER | <input checked="" type="checkbox"/>                      | 60385259      | 5/22/2019                  | 5/22/2020                  | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPROP AGG \$ 2,000,000 |
| A           | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br>ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br>HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                            |                                                          | 60385259      | 5/22/2019                  | 5/22/2020                  | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
| A           | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$                                                                                                                                       | <input checked="" type="checkbox"/> OCCUR<br>CLAIMS-MADE | 60385259      | 5/22/2019                  | 5/22/2020                  | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000                                                                                                                                                                                   |
| B           | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                   | Y/N<br><input type="checkbox"/> N/A                      | TWC3791077    | 5/22/2019                  | 5/22/2020                  | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Rehab of sanitary sewer manholes

Certificate Holder is Additional Insured when required by contract.

## CERTIFICATE HOLDER

City of Bentonville, Arkansas  
Purchasing Office, City Hall  
117 W. Central Ave  
Bentonville, AR 72712

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

License No. 0062710420

ID #7960

*State of Arkansas*  
**Commercial Contractors Licensing Board**

CORGILL CONSTRUCTION, INC.  
PO BOX 1235  
GREENWOOD, AR 72936

**This is to Certify That**

CORGILL CONSTRUCTION, INC.

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

MUNICIPAL & UTILITY CONSTRUCTION

**This contractor has a suggested bid limit of \$1,100,000. This limit is only suggested and is not a limit on the size of the project the contractor can perform.**

from March 29, 2019 until April 30, 2020 when this Certificate expires.

*Witness our hands of the Board, dated at North Little Rock, Arkansas:*



CHAIRMAN

SECRETARY

March 29, 2019 - srg

Gladys Shoemaker <gshoemaker@bentonvillear.com>

2/7/2020 3:24 PM

## RE: Communication Regarding IFB-20-04: Submitted Questions and City's Response

To Purchasing <purchasing@bentonvillear.com> Copy Steve (Tony) Muff <smuff@bentonvillear.com>

Good Afternoon,

The intent of this email is to distribute a clarification to the Scope of this solicitation, and to provide recipients of the City of Bentonville solicitation, IFB-20-04-Rehabilitation of Sanitary Sewer Manholes, with the questions submitted by interested parties, and the City's response to those questions.

### IFB-20-04 CLARIFICATIONS

#### Description

**The City determined that it may be necessary to provide additional clarification as to the function of the contract that would be awarded for solicitation IFB-20-04.**

#### Clarification

IFB-20-04 is not a solicitation for any one project, it for the rehabilitation of various sanitary sewer manholes on an as-needed basis, throughout the term of the contract, based on pricing per vertical foot of manhole rehabilitated.

### IFB-20-04 SUBMITTED QUESTIONS/CITY OF BENTONVILLE RESPONSES

#### IFB-20-04 Submitted Question

**What is the budget for this project?**

#### City of Bentonville Response

The City does not distribute this information to vendors during the bidding process.

**Is the price for 4ft. diameter manholes only?**

No, the City has 4' (four foot) and 5' (five foot) diameter manholes that may require rehabilitation.

**How many vertical feet of manhole rehab work is anticipated for this project?**

The City does not have an estimate available for the amount of vertical feet of manhole rehabilitation that will be requested throughout the term of the awarded contract. The manhole heights will vary from 5' (5 feet) to 20' (twenty feet).

Please contact me via the information below with any questions.

Thank you,

**Gladys Shoemaker**

**Purchasing Manager**

City of Bentonville, Arkansas

P: (479) 271-3115

F: (479) 271-5913

Email: [gshoemaker@bentonvillear.com](mailto:gshoemaker@bentonvillear.com)

Purchasing: [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

Website: [www.bentonvillear.com](http://www.bentonvillear.com)



**From:** Gladys Shoemake  
**Sent:** Wednesday, January 22, 2020 2:18 PM  
**To:** Purchasing <[purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)>  
**Cc:** Steve (Tony) Muff <[smuff@bentonvillear.com](mailto:smuff@bentonvillear.com)>  
**Subject:** Communication Regarding IFB-20-04: Submitted Questions and City's Response

Good Afternoon,

This email is being distributed to provide recipients of the City of Bentonville solicitation, IFB-20-04-Rehabilitation of Sanitary Sewer Manholes, with the questions submitted by interested parties, and the City's response to those questions.

To ensure a fair and transparent process, questions and responses will be distributed throughout the solicitation period of this Invitation for Bid. If you have received this message in error, or if you are not interested in receiving emails pertaining to this solicitation going forward, please reply to this email with a request to be removed from the distribution list.

Please contact me via the information contained in my signature with any questions.

**IFB-20-04 Submitted Question**

**Is the price for 4ft. diameter manholes only?**

**City of Bentonville Response**

No, the City has 4' (four foot) and 5' (five foot) diameter manholes that may require rehabilitation.

Thank you,

**Gladys Shoemake**

**Purchasing Manager**

City of Bentonville, Arkansas

P: (479) 271-3115

F: (479) 271-5913

Email: [gshoemake@bentonvillear.com](mailto:gshoemake@bentonvillear.com)

Purchasing: [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

Website: [www.bentonvillear.com](http://www.bentonvillear.com)



- image001.jpg (2 KB)
- image004.jpg (2 KB)



**ADDENDUM TO BID**  
**BID NUMBER: IFB-20-04**

**ADDENDUM NUMBER: 1**

**DATE OF ISSUANCE: JANUARY 28, 2020**

**RE: REHABILITATION OF SANITARY SEWER MANHOLES**

**FROM: City of Bentonville, Arkansas**  
117 W. Central Avenue  
Bentonville, Arkansas 72712

**TO: Prospective Bidders**

This addendum modifies the original bidding document, dated January 19, 2020; the modification is to the Pricing Sheet. **Bidders are required to acknowledge receipt of this addendum by including it in their bid submission. Failure to include this addendum may result in rejection of the bid submission.**

**BIDDERS PLEASE NOTE: THIS ADDENDUM REQUIRES USE OF A MODIFIED PRICING SHEET IN YOUR BID SUBMISSION. YOU MUST USE THE AMENDED PRICING SHEET IN YOUR BID SUBMISSION.**

***This Addendum Number 1 consists of 2 pages.***

**Pricing Sheet:**

**1.1** The City determined that the IFB-20-04 Pricing Sheet required correction to allow Bidder's to accurately convey pricing options for variations in diameter of the manholes that may require rehabilitation.

- 1.1.1** The City has both 4-foot and 5-foot diameter manholes.
- 1.1.2** Page 2 of this Addendum Number 1 is an amended Pricing Sheet for IFB-20-04 and replaces the original Pricing Sheet. Bidders should only submit pricing on the Amended Pricing Sheet; bid submissions received which use any other document, other than the Amended Pricing Sheet included herein, may be rejected.

City of Bentonville, Arkansas  
Purchasing Office  
IFB-20-04- Addendum Number 1

Page 1 of 2





**ADDENDUM TO BID**

**BID NUMBER: IFB-20-04**

**AMENDED PRICING SHEET**

**(AMENDED ON JANUARY 27, 2020)**

**IFB-20-04**

Bidder, having examined this Invitation for Bid document in its hereby agrees to furnish all labor, materials, equipment and supervision of such to complete the services in accordance with the specifications contained herein and as are industry standard when performing the type of work described herein.

Bid prices shall include all costs, including but not limited to: all labor, material, equipment, fees, and tax to the City of Bentonville, Arkansas.

The City of Bentonville Sales Tax rate is 9.5%.

The award will be based on the lowest and most responsible Total Bid Price for five-foot (5') diameter manholes; however, given the variation in the diameter of the manholes that may require rehabilitation throughout the Contract term, Bidders are required to submit pricing for the four-foot (4') manholes. The Total Bid Price shall be used for bid comparison purposes only; the awarded Bidder will be paid only per vertical foot of rehabilitation completed, based on the vertical foot pricing for the specific size manhole.

| 4-Foot Diameter Manhole Pricing |                                                                                                                                 |                                    |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| DIAMETER OF MANHOLE             | DESCRIPTION                                                                                                                     | PRICE                              |
| 4-FOOT (4')                     | 1 (one) Vertical Foot of Manhole Rehabilitated, via epoxy coating and cementitious lining applications, completed as specified. | \$ <u>251.00</u> PER VERTICLE FOOT |

| TOTAL BID PRICE SECTION                                                                                |                                                                                                                                 |                                                                              |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| DIAMETER OF MANHOLE                                                                                    | DESCRIPTION                                                                                                                     | PRICE                                                                        |
| 5-FOOT (5')                                                                                            | 1 (one) Vertical Foot of Manhole Rehabilitated, via epoxy coating and cementitious lining applications, completed as specified. | \$ <u>314.00</u> PER VERTICLE FOOT                                           |
| TAX:                                                                                                   |                                                                                                                                 | \$ <u>- 0 -</u>                                                              |
| SUBTOTAL:<br>(Bidders - DO NOT include 4-foot diameter manhole vertical foot pricing in this Subtotal) |                                                                                                                                 | \$ <u>314.00</u>                                                             |
| TOTAL BID PRICE:<br>Used for bid comparison purposes only                                              |                                                                                                                                 | \$ <u>314.00</u> PER VERTICLE FOOT OF 5-FOOT DIAMETER MANHOLE REHABILITATED. |

End of Addendum Number 1 to IFB-20-04

City of Bentonville, Arkansas  
Purchasing Office  
IFB-20-04-- Addendum Number 1

Page 2 of 2



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE  
CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712  
IFB-20-04

### BIDDERS ACKNOWLEDGEMENT: REQUIRED DOCUMENTS

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

Bid Submittal Documents: Documents and bonds required for a complete bid submission.

| Description                                                                                                                                                                            | Bidder's Initials |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Invitation for Bid document, executed with all fields completed.                                                                                                                       | <u>DSC</u>        |
| Proof of insurance, or the ability maintain, as defined herein.                                                                                                                        | <u>DSC</u>        |
| Acknowledgement of all Addenda, if issued: Bidder shall list Addendum Number(s) here and/or include a copy of the Addenda.<br><u>Addenda No. 1</u><br>_____<br>_____<br>_____<br>_____ | <u>DSC</u>        |

Upon Contract Execution: Bidders must provide verification that the following bonds are due upon execution of the City's binding contract, after award.

| Description                                                                                                         | Bidder's Initials |
|---------------------------------------------------------------------------------------------------------------------|-------------------|
| Insurance Certifications, as required and described herein, naming the City of Bentonville as additionally insured. | <u>DSC</u>        |



| CHECK ALL THAT APPLY |                   |       |
|----------------------|-------------------|-------|
|                      | Bid Award         | Bid # |
|                      | Budget Adjustment |       |
|                      | Change Order      |       |
|                      | Informational     |       |
| X                    | Ordinance         |       |
|                      | Resolution        |       |
|                      | Other             |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by: Nancy Busen

Department: Water Resource Recovery Facility

Phone 271-6749

### ACTION REQUIRED:

Ordinance requesting a waiver of the bidding process for repair of an 85HP Flygt pump for Mckissic Lift Station. Cost includes shipping but not taxes.

### COST TO CITY:

Cost of this Request: \$23,435

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$   |
| Funds Expended to Date     |      |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE • BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



## REQUEST FOR WAIVER OF BID

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                          |                                                 |                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------|-----------------------------|
| Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <u>3/10/2020</u>                                         |                                                 |                             |
| Requested by:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <u>Nancy Busen</u>                                       |                                                 |                             |
| Department:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <u>Water Resource Recovery Facility</u>                  |                                                 |                             |
| DESCRIPTION OF REQUEST:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                          |                                                 |                             |
| Type of Equipment:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <u>McKissic Lift Station 85 HP Pump</u>                  |                                                 |                             |
| Year & Model:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <u>3301.180-0926</u>                                     |                                                 |                             |
| Serial #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <u>1230002</u>                                           |                                                 |                             |
| To Be Purchased From:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <u>Not Purchase - Repair Jack Tyler Engineering, Inc</u> |                                                 |                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <u>6112 Patterson Road</u>                               |                                                 |                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <u>Little Rock, AR 72209-2430</u>                        |                                                 |                             |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Base Amount:                                             | \$                                              | <u>23,435.20</u>            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Tax:                                                     |                                                 | <u>                    </u> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | *Other:                                                  |                                                 | <u>                    </u> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>TOTAL</b>                                             | <b>\$</b>                                       | <b><u>23,435.20</u></b>     |
| * List all other costs: ,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                          |                                                 |                             |
| JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                          |                                                 |                             |
| <p>Pump was not pumping to capacity. It was evaluated by the nearest Flygt Repair facility in Springdale, AR. Evaluation requires teardown of the unit. There are only 2 Certified Flygt Pump repair shops in this area. The second one is in Joplin, MO. Freight would likely be higher from that location. It would not be practical or feasible to reassemble the pump and require bids from the two certified repair shops. Repair cost of \$23,435.20 include shipping, but do not include tax. Replacement Pump cost: \$65,261.00</p> |                                                          |                                                 |                             |
| <u>Department Head</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                          | <u>Director of Finance &amp; Administration</u> |                             |
| <div style="border: 1px solid black; display: inline-block; padding: 2px;">Revised 6-18-99</div>                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                          |                                                 |                             |

# Memo



**To:** City Council, Mayor Orman

**From:** Nancy Busen, Wastewater Utilities

**CC:** Mike Bender

**Date:** March 10, 2020

**Re:** Ordinance Requesting Waiver of Bid Process for McKissic Pump Repair

---

An ordinance requesting a waiver of the bidding process to repair an 85HP Flygt pump for the McKissic Lift Station.

Pump was not pumping to capacity. The pump was evaluated by the nearest Certified Flygt Repair facility in Springdale, AR. Evaluation requires teardown of the unit. The repair amount, not including tax, is \$23,435.20.

There are only two Certified Flygt Pump repair shops in this area. The second one is in Joplin, MO. Freight would likely be higher from that location.

It would not be practical or feasible to pay to reassemble the pump and require bids from the two certified repair shops.

Replacement Pump cost: \$65,261.00.

Thank you for considering this request.

## Quote



**Jack Tyler Engineering, Incorporated**  
**6112 Patterson Road**  
**Little Rock, AR 72209-2430**  
**(501) 562-2296 Phone**  
**(501) 562-4273 Fax**

**Order Number:** 0131204  
**Order Date:** 2/5/2020  
**Quoted By:** cbohner  
**Entered by:** chrisb  
**Salesperson:** S016  
**Customer Number:** 0001170  
**Customer Fax:** (479) 271-3116

**Sold To:**  
 Bentonville, City Of  
 Waste Water Dept.  
 115 West Central  
 Bentonville, AR 72712  
**Confirm To:**

**Ship To:**  
 City of Bentonville  
 Waste Water Dept.  
 3690 Peach Orchard Road  
 Bentonville, AR 72712

| Customer P.O.                                                                                        | Ship VIA     | Freight | F.O.B.    | Terms      |          |          |
|------------------------------------------------------------------------------------------------------|--------------|---------|-----------|------------|----------|----------|
|                                                                                                      | JTE DELIVERY | PREPAID |           | Net 15     |          |          |
| Item Number                                                                                          | Unit         | Ordered | Shipped   | Back Order | Price    | Amount   |
| FLYGT PUMP MODEL 3301.180-0926 WITH S/N# 1230002                                                     |              |         |           |            |          |          |
| CUSTOMER HAS REPORTED: PUMP NOT WORKING TO CAPACITY, CHECK IMPELLER AND INSERT/WEAR RINGS FOR DAMAGE |              |         |           |            |          |          |
| /REPAIR                                                                                              | EACH         | 1.00    | 0.00      | 0.00       | 0.00     | 0.00     |
| Repair                                                                                               |              |         |           |            |          |          |
| NORMAL LEAD TIME FOR REPAIR 3-4 WEEKS, ARO                                                           |              |         |           |            |          |          |
| 0000006571705                                                                                        | EACH         | 1.00    | 0.00      | 1.00       | 7,546.00 | 7,546.00 |
| Kit,Repair Basic 3301.180                                                                            |              |         | Whse: 001 |            |          |          |
| 0000000841935                                                                                        | EACH         | 2.00    | 0.00      | 2.00       | 46.00    | 92.00    |
| Grommet 45Id 70Od 33L Nitrile                                                                        |              |         | Whse: 001 |            |          |          |
| 0000006505100                                                                                        | EACH         | 1.00    | 0.00      | 0.00       | 93.00    | 93.00    |
| Cable Unit                                                                                           |              |         | Whse: 001 |            |          |          |
| 0000006630400                                                                                        | EACH         | 1.00    | 0.00      | 1.00       | 313.00   | 313.00   |
| Sensor,Level Fls-10                                                                                  |              |         | Whse: 001 |            |          |          |
| 0000006059620                                                                                        | EACH         | 1.00    | 0.00      | 1.00       | 5,498.00 | 5,498.00 |
| Impeller,N Ht Code 464 Ci                                                                            |              |         | Whse: 001 |            |          |          |
| *****ONLY 1 IN STOCK AT FACTORY, SUBJECT TO CHANGE*****                                              |              |         |           |            |          |          |
| 0000007045901                                                                                        | EACH         | 1.00    | 0.00      | 0.00       | 3,579.00 | 3,579.00 |
| Ring, Insert                                                                                         |              |         | Whse: 001 |            |          |          |

Continued



## Quote



**Jack Tyler Engineering, Incorporated**  
**6112 Patterson Road**  
**Little Rock, AR 72209-2430**  
**(501) 562-2296 Phone**  
**(501) 562-4273 Fax**

Order Number: 0131204  
 Order Date: 2/5/2020  
 Quoted By: cbohner  
 Entered by: chrisb  
 Salesperson: S016  
 Customer Number: 0001170  
 Customer Fax: (479) 271-3116

**Sold To:**  
 Bentonville, City Of  
 Waste Water Dept.  
 115 West Central  
 Bentonville, AR 72712  
**Confirm To:**

**Ship To:**  
 City of Bentonville  
 Waste Water Dept.  
 3690 Peach Orchard Road  
 Bentonville, AR 72712

| Customer P.O.                                                           | Ship VIA<br>JTE DELIVERY | Freight<br>PREPAID | F.O.B.    | Terms<br>Net 15 |          |          |
|-------------------------------------------------------------------------|--------------------------|--------------------|-----------|-----------------|----------|----------|
| Item Number                                                             | Unit                     | Ordered            | Shipped   | Back Order      | Price    | Amount   |
| 0000000830453                                                           | EACH                     | 4.00               | 0.00      | 4.00            | 5.60     | 22.40    |
| Bolt, Allen Head M12 X 45 Ss                                            |                          |                    | Whse: 001 |                 |          |          |
| 0000006674001                                                           | EACH                     | 2.00               | 0.00      | 2.00            | 9.90     | 19.80    |
| Sticker, Flygt 280X70 Blue                                              |                          |                    | Whse: 001 |                 |          |          |
| *0000006085802                                                          | EACH                     | 1.00               | 0.00      | 0.00            | 2,108.00 | 2,108.00 |
| JACKET, COOLING STEEL                                                   |                          |                    |           |                 |          |          |
| 0000006085702                                                           | EACH                     | 1.00               | 0.00      | 1.00            | 547.00   | 547.00   |
| DIFFUSER, FLOW ALUM COATED                                              |                          |                    | Whse: 001 |                 |          |          |
| 0000007201700                                                           | EACH                     | 1.00               | 0.00      | 1.00            | 683.00   | 683.00   |
| Sleeve Unit                                                             |                          |                    | Whse: 001 |                 |          |          |
| 0000007250700                                                           | EACH                     | 4.00               | 0.00      | 4.00            | 3.00     | 12.00    |
| Plug, NBR                                                               |                          |                    | Whse: 001 |                 |          |          |
| DOWCAL 200 30%                                                          | GAL                      | 4.00               | 0.00      | 0.00            | 50.00    | 200.00   |
| Glycol Solution, 30%, 0130655, purchased in 54 gallon drum, FLYGT Pumps |                          |                    | Whse: 001 |                 |          |          |
| /BOV MACHINING                                                          |                          | 1.00               | 0.00      | 0.00            | 500.00   | 500.00   |
| BOV Shaft Work, Growling                                                |                          |                    |           |                 |          |          |
| /LABOR                                                                  | HR                       | 16.00              | 0.00      | 0.00            | 95.00    | 1,520.00 |
| Service Labor                                                           |                          |                    |           |                 |          |          |

Continued

## Quote



**Jack Tyler Engineering, Incorporated**  
**6112 Patterson Road**  
**Little Rock, AR 72209-2430**  
**(501) 562-2296 Phone**  
**(501) 562-4273 Fax**

**Order Number:** 0131204  
**Order Date:** 2/5/2020  
**Quoted By:** cbohner  
**Entered by:** chrisb  
**Salesperson:** S016  
**Customer Number:** 0001170  
**Customer Fax:** (479) 271-3116

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**Confirm To:**

**Ship To:**  
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 Waste Water Dept.  
 3690 Peach Orchard Road  
 Bentonville, AR 72712

| Customer P.O.                | Ship VIA     | Freight | F.O.B.  | Terms      |        |        |
|------------------------------|--------------|---------|---------|------------|--------|--------|
|                              | JTE DELIVERY | PREPAID |         | Net 15     |        |        |
| Item Number                  | Unit         | Ordered | Shipped | Back Order | Price  | Amount |
| /SHOP SUPPLIES               |              | 1.00    | 0.00    | 0.00       | 152.00 | 152.00 |
| Misc Shop Supplies           |              |         |         |            |        |        |
| /FREIGHT                     | EA           | 1.00    | 0.00    | 0.00       | 550.00 | 550.00 |
| Freight, Shipping & Handling |              |         |         |            |        |        |

Net Order: 23,435.20

**Sales Tax IS NOT included in quoted price**

*2/5/2020*

**Thank you for the opportunity to quote on your requirements. If you have any questions, please do not hesitate to contact us. NOTE: This quotation expires 30 days from above date unless noted.**



## JACK TYLER ENGINEERING, INCORPORATED

6112 PATTERSON AVENUE, LITTLE ROCK, ARKANSAS 72209  
(501) 562-2296 • FAX (501) 562-4273 • ARKANSAS WATS 1-800-562-2296

### STATEMENT OF TERMS AND CONDITIONS

- TERMS/PAYMENTS:** Our terms of payment are net cash 15 days from date of the invoice subject to Seller's prior credit approval. If the Buyer shall fail to make any payments in accordance with the terms and conditions of sale, the Seller, in addition to its other rights and remedies, but not in limitation thereof, may, at its option, without prior notice, cancel this order as to any undelivered products or defer shipments or deliveries hereunder, or under any other agreement between Buyer and Seller, except upon Seller's receipt of cash before shipment or such security as Seller considers satisfactory. Seller reserves the right to impose an interest charge of 16% on the balance of each invoice not paid on its due date for the period from the due date to the date of receipt of payment by Seller. In the event Buyer's failure to make timely payments to Seller results in Seller incurring additional costs, including but not limited to collection expenses and attorneys' fees, said costs shall be added to the amount due Seller from Buyer. Buyer shall have no right to any discount or retainage and shall not withhold payment as a set-off on Seller's invoice in any amount. Visa, MasterCard, Discover, and American Express credit card purchases are accepted.
- SHIPMENT:** The date of shipment is subject to our receiving your order with complete information at our office, final approval of any prints or drawings as may be required, credit approval, and the acceptance of your order by the company. Freight Charges are not included in the quoted price.
- EXPIRATION:** Quotation expires 30 days from the date of proposal and, in the interim, is subject to change without notice.
- TAXES:** Unless otherwise stated in the proposal, the prices quoted herein are exclusive of all sales, use and similar taxes and, wherever applicable, such taxes will be added to the invoice as separate items.
- RETURNS/REFUNDS:** Items wished to be returned are subject to prior approval and must be accompanied by a Return Merchandise Authorization (RMA). Items returned without proper approval and/or paperwork will be returned to the customer at their expense. Returns past 30 days of initial receipt will not be accepted.
- All returned items are subject to a restocking fee. The customer's credit will be equal to the credit Jack Tyler Engineering, Inc. receives from the vendor, minus original freight and freight back to the vendor. Please note that all items must be returned to JTEI, who will return the item to the vendor. Credit will only be issued once JTEI receives credit from the vendor.

**SPECIAL NOTE:**

THIS PROPOSAL IS BASED ON CURRENT PRICES. EQUIPMENT IS SUBJECT TO THE SAME PERCENTAGE INCREASE AS MADE BY OUR SUPPLIERS AND THE INVOICE WILL REFLECT PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS SPECIFICALLY EXCEPTED. **WE WILL NOT ACCEPT RETAINAGE ON ANY OF OUR INVOICES!**

\*\*\*\*\* A \$50.00 minimum order charge will apply \*\*\*\*\*

**WARRANTY:**

"The products sold by Jack Tyler Engineering, Inc. hereunder are manufactured by others, and the only warranties that apply to these products are those of the manufacturer of the products which can be passed on by Jack Tyler Engineering, Inc. to its customers. No other warranty of any kind is given in connection with the sale of any of the above products, and JACK TYLER ENGINEERING, INC. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER RESPECTING THESE PRODUCTS. Jack Tyler Engineering, Inc. shall not be liable in connection with the sale of the above products for any incidental or consequential damages of any kind."

*An electronic copy of the latest version is available online at [www.jteng.com](http://www.jteng.com).*

Form No. 41-1 Rev. 07 - 07/12/19

## Quote



**Jack Tyler Engineering, Incorporated**  
**6112 Patterson Road**  
**Little Rock, AR 72209-2430**  
**(501) 562-2296 Phone**  
**(501) 562-4273 Fax**

Order Number: 0131204  
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**Confirm To:**

**Ship To:**  
 City of Bentonville  
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 3690 Peach Orchard Road  
 Bentonville, AR 72712

| Customer P.O.                                                 | Ship VIA<br>JTE DELIVERY | Freight<br>PREPAID | F.O.B.    | Terms<br>Net 15 |           |        |
|---------------------------------------------------------------|--------------------------|--------------------|-----------|-----------------|-----------|--------|
| Item Number                                                   | Unit                     | Ordered            | Shipped   | Back Order      | Price     | Amount |
| /SHOP SUPPLIES                                                |                          | 1.00               | 0.00      | 0.00            | 0.00      | 0.00   |
| Misc Shop Supplies                                            |                          |                    |           |                 |           |        |
| /FREIGHT                                                      | EA                       | 1.00               | 0.00      | 0.00            | 0.00      | 0.00   |
| Freight, Shipping & Handling                                  |                          |                    |           |                 |           |        |
| PRICING FOR REPLACEMENT PUMP, NORMAL DELIVERY 8-10 WEEKS, ARO |                          |                    |           |                 |           |        |
| 0033011850126                                                 | EACH                     | 0.00               | 0.00      | 0.00            | 65,261.00 | 0.00   |
| NP464-6 85/460/3 50' FLS FV                                   |                          |                    | Whse: 001 |                 |           |        |
| /FREIGHT                                                      | EA                       | 0.00               | 0.00      | 0.00            | 0.00      | 0.00   |
| Freight, Shipping & Handling                                  |                          |                    |           |                 |           |        |

Net Order: 23,435.20

**Sales Tax IS NOT included in quoted price**

Thank you for the opportunity to quote on your requirements. If you have any questions, please do not hesitate to contact us. NOTE: This quotation expires 30 days from above date unless noted.



JCI Industries, Inc.  
2301 W. 20th Street  
Joplin, MO 64804  
Tel: 417-623-4544

[www.jciind.com](http://www.jciind.com)

Thursday, February 13, 2020

Bentonville AR, City of - WWTP  
117 West Central  
Bentonville, AR 72712

Phone: 479-271-3161  
Fax: 479-271-3163

**Attention: Robert Burkett**

Subject: Flygt 3301 Pump

Quotation #: 0729556797TW  
Please refer to this number when ordering

Robert Burkett:

We are pleased to respond to your request for quotation with the following items. Please reference our quotation number on all related correspondence. If you have any questions or need additional information please give Jason Rector or myself a call.

Best regards,

Tristan Watson  
Inside Sales  
JCI Industries, Inc.

Jason Rector  
Sales Engineer  
JCI Industries, Inc.



JCI Industries, Inc.  
2301 W. 20th Street  
Joplin, MO 64804  
Tel: 417-623-4544  
[www.jciind.com](http://www.jciind.com)

Thursday, February 13, 2020

Quote #: 0729556797TW

| Item | Description                                                                                                                                                                    | Qty | Unit Price  |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|
| 1.00 | <b>Flygt 3301.185-0126 Submersible Pump</b><br>6" Discharge<br>50' Cord<br>Hard Iron Impeller<br>TungCarb/TungCarb Mechanical Seal<br>85 HP, 460 Volt, 3 Phase<br>FLS Included | 1   | \$57,760.00 |

NEW

10 Weeks Estimated Delivery

| Terms & Conditions     |                                |                                      |                              |
|------------------------|--------------------------------|--------------------------------------|------------------------------|
| <b>Lead Time</b>       | 10 Weeks After Receiving Order | <b>Payment Terms</b>                 | Net 30                       |
| <b>Shipping Method</b> | Best Way                       | <b>Shipping Terms</b>                | Prepaid and Added to Invoice |
| <b>F.O.B.</b>          | Warehouse                      | This Quotation is valid for 30 days. |                              |



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

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR PUMP REPAIR FOR THE MCKISSIC CREEK LIFT STATION AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

**Section 1:** That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Jack Tyler Engineering for the repair of one (1) 88 HP submersible Flygt pump from McKissic Creek lift station, in an amount not to exceed \$23,435.20 as per the Proposal attached hereto as Exhibit A.

**Section 2:** Because Jack Tyler Engineering, is the regional certified repair shop in this area for this equipment, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



| CHECK ALL THAT APPLY                |                   |       |
|-------------------------------------|-------------------|-------|
| <input type="checkbox"/>            | Bid Award         | Bid # |
| <input type="checkbox"/>            | Budget Adjustment |       |
| <input type="checkbox"/>            | Change Order      |       |
| <input type="checkbox"/>            | Informational     |       |
| <input type="checkbox"/>            | Ordinance         |       |
| <input checked="" type="checkbox"/> | Resolution        |       |
| <input type="checkbox"/>            | Other             |       |

### AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3130

#### ACTION REQUIRED:

A resolution setting a public hearing for March 24, 2020 for an Alley Right of Way Vacation at 1235 NE Monroe of W.A. Burks Addition.

#### COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$   |
| Funds Expended to Date     |      |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE





1 inch = 53 feet

VAC20-0003  
 Proposed Alley Vacation



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

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

**WHEREAS**, a petition was duly filed with the City Council of Bentonville, Arkansas by Jared Facizewski requesting Alley Right-of-Way Vacation (VAC20-0003) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

A 12' alley on the south side of Lot 25 W.A. Burks Addition as shown on Plat Record 2016 Page 69 and filed for record at the Benton County Clerk's Office, Benton County Arkansas and more particularly described as follows:

Beginning at the SE Corner of said Lot 25

Thence N89°17'55"W, 130.68';

Thence along a tangent curve to the right with a Radius of 15', a curve length of 23.71' and a chord bearing and distance of N44°35'03"W, 20.91';

Thence S00°08'54"W, 26.71';

Thence S89°17'55"E, 145.28';

Thence N00°00'04"W, 12.00' to the point of beginning.

Containing 1853.1879 square feet more or less.

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

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Way is set for a hearing March 24, 2020 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the \_\_\_\_\_ day of \_\_\_\_\_ 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

\_\_\_\_\_  
**Linda Spence, City Clerk**  
**Bentonville, Arkansas**

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



| CHECK ALL THAT APPLY |                   |       |           |
|----------------------|-------------------|-------|-----------|
| X                    | Bid Award         | Bid # | IFB 20-12 |
|                      | Budget Adjustment |       |           |
|                      | Change Order      |       |           |
|                      | Informational     |       |           |
|                      | Ordinance         |       |           |
|                      | Resolution        |       |           |
|                      | Other             |       |           |

## AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by:

Mark Brightwell

Department

Engineering

Phone

479-254-2026

### ACTION REQUIRED:

Bid Award for construction of the Walton Boulevard and NW 3rd Street Improvements Project, IFB20-12. Decco Contractors-Paving, Inc. is the apparent low bidder in the amount of \$654,598.25.

### COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$   |
| Funds Expended to Date     | -    |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



# Memorandum

**To:** Mayor and City Council  
**From:** Mark D. Brightwell, Staff Engineer  
**Date:** Thursday, February 27th, 2020  
**Re:** Walton Boulevard and NW 3<sup>rd</sup> Street Intersection Improvements



---

Staff is seeking City Council approval for the bid award of the Walton Boulevard and NW 3<sup>rd</sup> Street Intersection Improvements project to Decco Contractors-Paving, Inc. in the amount of \$654,598.25. This project received the following bids:

- |                                  |              |
|----------------------------------|--------------|
| • Decco Contractors-Paving, Inc. | \$654,598.25 |
| • APAC-Central, Inc.             | \$844,270.11 |
| • Engineer's Estimate            | \$655,000.00 |

Attached is the letter of recommendation from the Engineer of Record with a bid tabulation. Funding is from the Street Bond Account.

This project will install a new signal at the intersection of Walton Blvd. and NW 3<sup>rd</sup> Street, along with widening of the east side of NW 3<sup>rd</sup> Street, drainage improvements, and striping to add a left turn lane. It is anticipated that the project will take approximately 180 days to complete.

Please feel free to contact me with any questions. My telephone number is (479) 254-2026, or I can be reached via email at [mbrightwell@bentonvillear.com](mailto:mbrightwell@bentonvillear.com).





2049 E. Joyce Blvd.  
Suite 400  
Fayetteville, AR 72703  
TEL 479.527.9100  
FAX 479.527.9101  
www.GarverUSA.com

February 26th, 2020

Dennis Birge  
Transportation Engineer  
City of Bentonville  
3200 SW Municipal Drive  
Bentonville, AR 72712

Re: **Recommendation to Award**  
Walton Blvd. and NW 3<sup>rd</sup> Street Intersection

Dear Dennis:

Bids were opened for "Walton Blvd. and NW 3<sup>rd</sup> Street Intersection", 117 W. Central Avenue, Bentonville, Arkansas 72712 at 10:00 a.m., Monday, February 24<sup>th</sup>, 2020.

A total of two bids were received for this project. Decco Contractors-Paving, Inc. of Rogers, Arkansas submitted the low bid for the project in the amount of \$654,598.25. A copy of the tabulation of bids received, including the Engineer's estimate, is attached.

We recommend that City of Bentonville award the construction contract for "Walton Blvd. and NW 3<sup>rd</sup> Street Intersection" to the low bidder, Decco Contractors-Paving, Inc. We believe that the award of this project to Decco Contractors-Paving, Inc. represents the best value for the City.

Please call me if you have any questions.

Sincerely,

  
Zach Moore, P.E.  
Project Manager

Attachments: Bid Tabulation

L:\2017\17047100 - Walton Blvd and NW 3rd St Intersection\Bidding\Recommendation of Award\Birge 2020-2-26 Recommendation to Award.doc

**CITY OF BENTONVILLE**  
**WALTON BLVD. AND NW 3RD STREET INTERSECTION**  
**BID TABULATION**  
**BID OPENING: 2/24/2020; 10:00 AM**

| ITEM NO. | DESCRIPTION                                         | UNIT               | ESTIMATED QUANTITY | ENGINEERS ESTIMATE |             | APAC-Central, Inc. |             | Decco Contractors -Paving Inc. |             |
|----------|-----------------------------------------------------|--------------------|--------------------|--------------------|-------------|--------------------|-------------|--------------------------------|-------------|
|          |                                                     |                    |                    | PRICE              | AMOUNT      | UNIT PRICE         | AMOUNT      | UNIT PRICE                     | AMOUNT      |
| 1        | 4" Portland Cement Concrete Base                    | SY                 | 146                | \$65.00            | \$9,490.00  | \$105.00           | \$15,330.00 | \$13.75                        | \$2,007.50  |
| 2        | Site Preparation                                    | LS                 | 1                  | \$22,112.25        | \$22,112.25 | \$78,000.00        | \$78,000.00 | \$6,370.89                     | \$6,370.89  |
| 3        | Unclassified Excavation                             | CY (Plan Quantity) | 130                | \$15.00            | \$1,950.00  | \$59.00            | \$7,670.00  | \$46.29                        | \$6,017.70  |
| 4        | Unclassified Excavation                             | CY                 | 50                 | \$25.00            | \$1,250.00  | \$138.60           | \$6,930.00  | \$102.10                       | \$5,105.00  |
| 5        | Unclassified Excavation                             | LS                 | 1                  | \$8,000.00         | \$8,000.00  | \$7,550.00         | \$7,550.00  | \$3,000.00                     | \$3,000.00  |
| 6        | Manhole and Excavation Safety System                | LS                 | 1                  | \$2,000.00         | \$2,000.00  | \$20,000.00        | \$20,000.00 | \$3,579.75                     | \$3,579.75  |
| 7        | Manhole and Excavation Safety System                | SY                 | 1                  | \$2,000.00         | \$2,000.00  | \$20,000.00        | \$20,000.00 | \$3,579.75                     | \$3,579.75  |
| 8        | Concrete Ditch Paving                               | LF                 | 5.3                | \$85.00            | \$450.50    | \$87.50            | \$461.25    | \$38.00                        | \$201.40    |
| 9        | 24" Reinforced Concrete Pipe, Class III             | LF                 | 205                | \$85.00            | \$17,425.00 | \$87.50            | \$18,137.50 | \$21.70                        | \$4,458.50  |
| 10       | 4" Curb Inlet (Type MO)                             | EA                 | 1                  | \$1,500.00         | \$1,500.00  | \$1,800.00         | \$1,800.00  | \$1,100.00                     | \$1,100.00  |
| 11       | 4" Inlet Extension                                  | EA                 | 3                  | \$3,500.00         | \$10,500.00 | \$5,050.00         | \$15,150.00 | \$1,286.67                     | \$3,860.01  |
| 12       | 8" Inlet Extension                                  | EA                 | 3                  | \$1,000.00         | \$3,000.00  | \$965.00           | \$2,895.00  | \$1,190.00                     | \$3,570.00  |
| 13       | Concrete Pavement Repair                            | EA                 | 1                  | \$1,600.00         | \$1,600.00  | \$1,535.00         | \$1,535.00  | \$1,760.00                     | \$1,760.00  |
| 14       | Seeding                                             | ACRE               | 21                 | \$60.00            | \$1,260.00  | \$208.00           | \$4,368.00  | \$148.50                       | \$3,118.50  |
| 15       | Temporary Erosion Control                           | LS                 | 0.5                | \$3,000.00         | \$1,500.00  | \$1,585.00         | \$792.50    | \$2,640.00                     | \$2,640.00  |
| 16       | Soil Erosion Control                                | LS                 | 1                  | \$8,000.00         | \$8,000.00  | \$12,900.00        | \$12,900.00 | \$8,640.68                     | \$8,640.68  |
| 17       | 4" Reinforced Sidewalk                              | SY                 | 685                | \$4.50             | \$3,082.50  | \$4.50             | \$3,082.50  | \$7.73                         | \$5,298.55  |
| 18       | Retaining Wall Integral with 6" Thick Sidewalk      | SY                 | 60                 | \$60.00            | \$3,600.00  | \$146.00           | \$8,760.00  | \$124.84                       | \$7,490.40  |
| 19       | Concrete Curb and Gutter                            | LF                 | 17                 | \$200.00           | \$3,400.00  | \$747.00           | \$12,699.00 | \$317.07                       | \$5,390.19  |
| 20       | Roadway Construction Control                        | LS                 | 618                | \$16.50            | \$10,197.00 | \$41.00            | \$25,338.00 | \$23.48                        | \$14,510.64 |
| 21       | Cold Milling Asphalt Pavement                       | SY                 | 1                  | \$10,000.00        | \$10,000.00 | \$21,400.00        | \$21,400.00 | \$15,000.00                    | \$15,000.00 |
| 22       | 6" Aggregate Base Course (Class 7)                  | SY                 | 1,014              | \$5.00             | \$5,070.00  | \$11.20            | \$11,356.80 | \$4.79                         | \$4,857.06  |
| 23       | ACHM Surface Course (PG70-22)                       | SY                 | 334                | \$15.00            | \$5,010.00  | \$44.30            | \$14,796.20 | \$11.78                        | \$3,934.52  |
| 24       | ACHM Surface Leveling Course (PG70-22)              | TON                | 140                | \$90.00            | \$12,600.00 | \$142.00           | \$19,880.00 | \$204.87                       | \$28,685.80 |
| 25       | Concrete Driveway                                   | TON                | 60                 | \$90.00            | \$5,400.00  | \$217.00           | \$13,020.00 | \$208.36                       | \$12,501.60 |
| 26       | Concrete Driveway                                   | SY                 | 90                 | \$70.00            | \$6,300.00  | \$237.00           | \$21,330.00 | \$141.69                       | \$12,752.10 |
| 27       | Asphalt Driveway                                    | EA                 | 14                 | \$55.00            | \$770.00    | \$121.00           | \$1,694.00  | \$95.60                        | \$1,338.40  |
| 28       | 2" Sawed Force Main                                 | EA                 | 1                  | \$2,000.00         | \$2,000.00  | \$2,000.00         | \$2,000.00  | \$470.81                       | \$470.81    |
| 29       | Thermoplastic Pavement Marking - 6" Yellow          | LF                 | 200                | \$20.00            | \$4,000.00  | \$112.00           | \$22,400.00 | \$20.81                        | \$4,162.00  |
| 30       | Thermoplastic Pavement Marking - 6" White           | LF                 | 1,482              | \$1.50             | \$2,223.00  | \$4.50             | \$6,669.00  | \$4.32                         | \$6,402.24  |
| 31       | Thermoplastic Pavement Marking - 12" White          | LF                 | 450                | \$1.50             | \$675.00    | \$4.50             | \$2,025.00  | \$4.32                         | \$1,944.00  |
| 32       | Thermoplastic Pavement Marking (Arrows)             | EA                 | 502                | \$11.00            | \$5,522.00  | \$28.00            | \$14,056.00 | \$27.00                        | \$13,554.00 |
| 33       | Thermoplastic Pavement Marking (Words)              | EA                 | 12.00              | \$500.00           | \$6,000.00  | \$450.00           | \$5,400.00  | \$432.00                       | \$5,184.00  |
| 34       | Signage, Maintain, and Reinstall Sign with New Post | EA                 | 4                  | \$500.00           | \$2,000.00  | \$504.00           | \$2,016.00  | \$486.00                       | \$1,944.00  |
| 35       | Advance Warning Sign                                | EA                 | 1                  | \$250.00           | \$250.00    | \$392.00           | \$392.00    | \$324.00                       | \$324.00    |
| 36       | System Local Controller-Fiber (8 Phases)            | EA                 | 4                  | \$500.00           | \$2,000.00  | \$1,165.00         | \$4,660.00  | \$385.00                       | \$1,540.00  |
| 37       | Traffic Signal Controller (Modification)            | EA                 | 1                  | \$40,000.00        | \$40,000.00 | \$27,650.00        | \$27,650.00 | \$28,168.60                    | \$28,168.60 |
| 38       | Ethernet Switch                                     | EA                 | 1                  | \$10,000.00        | \$10,000.00 | \$3,930.00         | \$3,930.00  | \$3,850.00                     | \$3,850.00  |
| 39       | GPS Preemption System                               | EA                 | 2                  | \$2,400.00         | \$4,800.00  | \$1,968.00         | \$3,936.00  | \$1,947.00                     | \$3,894.00  |
| 40       | Battery Backup System                               | EA                 | 1                  | \$1,500.00         | \$1,500.00  | \$12,600.00        | \$12,600.00 | \$12,430.00                    | \$12,430.00 |
| 41       | WLC Fiber Enclosure                                 | EA                 | 1                  | \$15,000.00        | \$15,000.00 | \$9,560.00         | \$9,560.00  | \$9,366.50                     | \$9,366.50  |
| 42       | Traffic Signal Head, LED (3 Section, 1 Way)         | EA                 | 2                  | \$400.00           | \$800.00    | \$562.00           | \$1,124.00  | \$95.00                        | \$1,900.00  |
| 43       | Traffic Signal Head, LED (4 Section, 1 Way)         | EA                 | 4                  | \$1,000.00         | \$4,000.00  | \$850.00           | \$3,400.00  | \$832.26                       | \$3,329.04  |
| 44       | Traffic Signal Head, LED (5 Section, 1 Way)         | EA                 | 4                  | \$1,500.00         | \$6,000.00  | \$958.00           | \$3,832.00  | \$938.52                       | \$3,754.08  |
| 45       | Traffic Signal Head, LED (6 Section, 1 Way)         | EA                 | 2                  | \$2,000.00         | \$4,000.00  | \$1,040.00         | \$2,080.00  | \$1,072.50                     | \$2,145.00  |



| ENGINEERS ESTIMATE            |                                                                                  |      |                    | APAC-Central, Inc. |              |              |              | Decco Contractors -Paving Inc. |             |              |        |
|-------------------------------|----------------------------------------------------------------------------------|------|--------------------|--------------------|--------------|--------------|--------------|--------------------------------|-------------|--------------|--------|
| ITEM NO.                      | DESCRIPTION                                                                      | UNIT | ESTIMATED QUANTITY | UNIT PRICE         | AMOUNT       | UNIT PRICE   | AMOUNT       | UNIT PRICE                     | AMOUNT      | UNIT PRICE   | AMOUNT |
| 45                            | Central Control Unit                                                             | EA   | 1                  | \$5,000.00         | \$5,000.00   | \$11,790.00  | \$11,790.00  | \$11,550.00                    | \$11,550.00 |              |        |
| 46                            | Pole Mounted Assembly                                                            | EA   | 6                  | \$1,000.00         | \$6,000.00   | \$1,165.00   | \$6,990.00   | \$1,140.70                     | \$6,844.20  |              |        |
| 47                            | Infrared Programming Device                                                      | EA   | 1                  | \$825.00           | \$825.00     | \$450.00     | \$450.00     | \$440.00                       | \$440.00    |              |        |
| 48                            | Countdown Pedestrian Signal Head, LED                                            | EA   | 6                  | \$1,000.00         | \$6,000.00   | \$758.00     | \$4,548.00   | \$742.50                       | \$4,455.00  |              |        |
| 49                            | Traffic Signal Cable (6C/14 A.W.G.)                                              | LF   | 1,401              | \$2.00             | \$2,802.00   | \$1.97       | \$2,759.97   | \$1.93                         | \$2,703.93  |              |        |
| 50                            | Traffic Signal Cable (1C/14 A.W.G.)                                              | LF   | 374                | \$2.50             | \$935.00     | \$2.25       | \$841.50     | \$2.20                         | \$822.80    |              |        |
| 51                            | Traffic Signal Cable (2C/14 A.W.G.)                                              | LF   | 453                | \$5.50             | \$2,491.50   | \$3.93       | \$1,760.29   | \$3.85                         | \$1,744.05  |              |        |
| 52                            | Electrical Conductors-In-Conduit (1C/18 A.W.G., E.G.C.)                          | LF   | 519                | \$2.00             | \$1,038.00   | \$1.88       | \$971.92     | \$1.65                         | \$856.35    |              |        |
| 53                            | Electrical Conductors-In-Conduit (1C/12 A.W.G., E.G.C.)                          | LF   | 100                | \$1.50             | \$150.00     | \$0.84       | \$84.00      | \$0.83                         | \$83.00     |              |        |
| 54                            | Electrical Conductors-In-Conduit (2C/6 A.W.G.)                                   | LF   | 23                 | \$3.50             | \$80.50      | \$2.81       | \$64.63      | \$2.75                         | \$63.25     |              |        |
| 55                            | Electrical Conductors for Luminaires                                             | LF   | 417                | \$1.75             | \$729.75     | \$1.97       | \$821.49     | \$1.93                         | \$804.81    |              |        |
| 56                            | Communication Cable, Fiber (12 SMF)                                              | LF   | 860                | \$10.00            | \$8,600.00   | \$13.47      | \$11,584.20  | \$13.20                        | \$11,352.00 |              |        |
| 57                            | Galvanized Steel Conduit (2")                                                    | LF   | 122                | \$50.00            | \$6,100.00   | \$33.69      | \$4,110.18   | \$33.00                        | \$4,026.00  |              |        |
| 58                            | Non-Metallic Conduit (2")                                                        | LF   | 195                | \$25.00            | \$4,875.00   | \$11.23      | \$2,189.85   | \$11.00                        | \$2,145.00  |              |        |
| 59                            | Non-Metallic Conduit (3")                                                        | LF   | 453                | \$35.00            | \$15,855.00  | \$33.69      | \$15,251.57  | \$33.00                        | \$14,949.00 |              |        |
| 60                            | 3" NMC (Riser)                                                                   | LF   | 1,405              | \$1.00             | \$1,405.00   | \$1.00       | \$1,405.00   | \$1.00                         | \$1,405.00  |              |        |
| 61                            | 3" NMC (Riser)                                                                   | LF   | 20                 | \$40.00            | \$800.00     | \$42.20      | \$844.00     | \$42.00                        | \$840.00    |              |        |
| 62                            | Concrete Pull Box (Type 3)                                                       | EA   | 4                  | \$600.00           | \$2,400.00   | \$942.00     | \$3,768.00   | \$925.00                       | \$3,700.00  |              |        |
| 63                            | Concrete Pull Box (Type 3 HD)                                                    | EA   | 6                  | \$600.00           | \$3,600.00   | \$1,067.00   | \$6,402.00   | \$1,045.00                     | \$6,270.00  |              |        |
| 64                            | Pull Box For Fiber, DS-1609, 30"x48"x24"                                         | EA   | 2                  | \$850.00           | \$1,700.00   | \$393.00     | \$786.00     | \$385.00                       | \$770.00    |              |        |
| 65                            | Fiber Cabinet Base, DS-1611, 40"x44", Quazite #PB40441218524 (Installation Only) | EA   | 1                  | \$1,100.00         | \$1,100.00   | \$393.00     | \$393.00     | \$385.00                       | \$385.00    |              |        |
| 66                            | Traffic Signal Mast Arm and Pole with Foundation (34")                           | EA   | 2                  | \$25,000.00        | \$50,000.00  | \$26,050.00  | \$52,100.00  | \$25,518.90                    | \$51,037.80 |              |        |
| 67                            | Traffic Signal Mast Arm and Pole with Foundation (42")                           | EA   | 1                  | \$33,000.00        | \$33,000.00  | \$27,540.00  | \$27,540.00  | \$26,976.40                    | \$26,976.40 |              |        |
| 68                            | Traffic Signal Mast Arm and Pole with Foundation (42")                           | EA   | 1                  | \$36,000.00        | \$36,000.00  | \$28,126.00  | \$28,126.00  | \$27,552.80                    | \$27,552.80 |              |        |
| 69                            | LED Luminaire Assembly                                                           | EA   | 2                  | \$4,200.00         | \$8,400.00   | \$985.00     | \$1,970.00   | \$963.60                       | \$1,927.20  |              |        |
| 70                            | Traffic Signal Pedestal Pole with Foundation                                     | EA   | 4                  | \$8,000.00         | \$32,000.00  | \$4,267.00   | \$17,068.00  | \$4,104.00                     | \$16,416.00 |              |        |
| 71                            | Service Point Assembly (2 Circuits)                                              | EA   | 1                  | \$2,600.00         | \$2,600.00   | \$1,684.00   | \$1,684.00   | \$1,650.00                     | \$1,650.00  |              |        |
| 72                            | Video Detector Rack (16 Channel)                                                 | EA   | 2                  | \$2,300.00         | \$4,600.00   | \$1,910.00   | \$3,820.00   | \$1,870.00                     | \$3,740.00  |              |        |
| 73                            | Video Detector (IP)                                                              | EA   | 7                  | \$3,250.00         | \$22,750.00  | \$5,760.00   | \$40,320.00  | \$5,636.60                     | \$39,470.20 |              |        |
| 74                            | Video Cable (Exterior CAT 9E)                                                    | LF   | 1,017              | \$2.50             | \$2,542.50   | \$1.68       | \$1,708.56   | \$1.65                         | \$1,678.05  |              |        |
| 75                            | Video Monitor (CLR)                                                              | EA   | 1                  | \$625.00           | \$625.00     | \$986.00     | \$986.00     | \$960.00                       | \$960.00    |              |        |
| 76                            | Central Control Unit (4 Channel)                                                 | EA   | 2                  | \$9,500.00         | \$19,000.00  | \$11,790.00  | \$23,580.00  | \$11,550.00                    | \$23,100.00 |              |        |
| 77                            | Video Processor, Edge Card IP (2 Channel)                                        | EA   | 5                  | \$5,000.00         | \$25,000.00  | \$5,660.00   | \$28,300.00  | \$5,544.00                     | \$27,720.00 |              |        |
| 78                            | Contingency                                                                      | LS   | 1                  | \$50,000.00        | \$50,000.00  | \$50,000.00  | \$50,000.00  | \$50,000.00                    | \$50,000.00 |              |        |
| Subtotal (Roadway)            |                                                                                  |      |                    | \$252,365.75       |              | \$461,295.80 |              |                                |             | \$278,463.19 |        |
| Subtotal (Signal/Fiber)       |                                                                                  |      |                    | \$455,000.00       |              | \$392,570.11 |              |                                |             | \$378,145.06 |        |
| Total Engineers Cost Estimate |                                                                                  |      |                    |                    | \$655,000.00 |              | \$854,270.11 |                                |             | \$656,608.25 |        |

Corrected Prices





| CHECK ALL THAT APPLY                |                   |       |       |
|-------------------------------------|-------------------|-------|-------|
| <input checked="" type="checkbox"/> | Bid Award         | Bid # | 20-20 |
| <input type="checkbox"/>            | Budget Adjustment |       |       |
| <input type="checkbox"/>            | Change Order      |       |       |
| <input type="checkbox"/>            | Informational     |       |       |
| <input type="checkbox"/>            | Ordinance         |       |       |
| <input type="checkbox"/>            | Resolution        |       |       |
| <input type="checkbox"/>            | Other             |       |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

### ACTION REQUIRED:

Bid Award authorizing the Mayor and City Clerk to award the bid for a Brush Bandit wood chipper to Henard Utility Products in the amount of \$94,611.29. This is a 2020 budgeted item.

### COST TO CITY:

Cost of this Request: \$94,611

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$   |
| Funds Expended to Date     |      |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



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## **M E M O R A N D U M**

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**DATE:** March 10, 2020

**TO:** **City Council, Mayor Orman**

**FROM:** Travis Matlock, Electric Utility Director

**RE: Bid 20-20 – Walk behind loader with  
attachments**

Electric Dept. staff recommends awarding the bid for a Brush Bandit wood chipper to Hendar Utility Products for \$94,611.29. This will replace a 10+ year old unit.

This is a 2020-budgeted item.

See attached bid tab.





**BID TABULATION:**  
**IFB-20-20- BID OPENING**  
**INTIMIDATOR 18XP BRUSH BANDIT**  
**THURSDAY, FEBRUARY 27, 2020**  
**at 11:00 A.M**

| BIDDER NAME              | BID ITEM SUBMITTED                          | TOTAL BID PRICE                             |
|--------------------------|---------------------------------------------|---------------------------------------------|
| HENDARD UTILITY PRODUCTS | INTIMIDATOR 18 XP BRUSH BANDIT WOOD CHIPPER | \$ 94,611.29 (Includes \$8,208.29 in taxes) |
|                          |                                             |                                             |
|                          |                                             |                                             |
|                          |                                             |                                             |
|                          |                                             |                                             |

\*The amount that will be paid to the vendor is \$86,403.00, as the City will remit the taxes to the State of Arkansas directly.





| CHECK ALL THAT APPLY                |                   |       |       |
|-------------------------------------|-------------------|-------|-------|
| <input checked="" type="checkbox"/> | Bid Award         | Bid # | 20-18 |
| <input type="checkbox"/>            | Budget Adjustment |       |       |
| <input type="checkbox"/>            | Change Order      |       |       |
| <input type="checkbox"/>            | Informational     |       |       |
| <input type="checkbox"/>            | Ordinance         |       |       |
| <input type="checkbox"/>            | Resolution        |       |       |
| <input type="checkbox"/>            | Other             |       |       |

### AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by: Travis Matlock

Department: Electric

Phone: 271-5941

#### ACTION REQUIRED:

Bid Award authorizing the Mayor and City Clerk to award the bid for a wheeled mini-Jarraf and full tilt trailer to Jarraf Industries in the amount of \$165,677 plus tax. This is a 2020 budgeted item.

#### COST TO CITY:

Cost of this Request: \$165,677

Additional Budget Amount:

☒ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$   |
| Funds Expended to Date     |      |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



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## **M E M O R A N D U M**

---

**DATE:** March 10, 2020

**TO:** **City Council, Mayor Orman**

**FROM:** Travis Matlock, Electric Utility Director

**RE: Bid 20-18 – Mini Wheeled Jarraff and full tilt trailer**

Electric Dept. staff recommends awarding the bid for a mini wheeled Jarraff and full tilt trailer to Jarraff Industries for \$165,677.00. The Jarraff is a tree-trimming device that will BEUD to continue to maintain the required clearances on overhead power lines. Larger vegetation management companies to maintain clearances around power lines use similar products.

This is a 2020-budgeted item.

See attached bid tab.



**BID TABULATION:**  
**IFB-20-18- BID OPENING**  
**WHEELED MINI JARRAFF AND 22' PJ POWERED FULL TILT TRAILER**  
**THURSDAY, FEBRUARY 27, 2020**  
**at 10:00 A.M**

| BIDDER NAME        | WHEELED MINI JARRAFF | 22' PJ POWERED FULL TILT TRAILER | TOTAL BID PRICE |
|--------------------|----------------------|----------------------------------|-----------------|
| JARRAFF INDUSTRIES | \$ 155,977.00        | \$ 9,700.00                      | \$ 165,677.00   |
|                    |                      |                                  |                 |
|                    |                      |                                  |                 |
|                    |                      |                                  |                 |
|                    |                      |                                  |                 |



| CHECK ALL THAT APPLY                |                   |       |       |
|-------------------------------------|-------------------|-------|-------|
| <input checked="" type="checkbox"/> | Bid Award         | Bid # | 20-19 |
| <input type="checkbox"/>            | Budget Adjustment |       |       |
| <input type="checkbox"/>            | Change Order      |       |       |
| <input type="checkbox"/>            | Informational     |       |       |
| <input type="checkbox"/>            | Ordinance         |       |       |
| <input type="checkbox"/>            | Resolution        |       |       |
| <input type="checkbox"/>            | Other             |       |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

### ACTION REQUIRED:

Bid Award authorizing the Mayor and City Clerk to award the bid for a walk behind loader with attachments to Vermeer Mid-South, Inc. in the amount of \$54,248.53 plus tax. This is a 2020 budgeted item.

### COST TO CITY:

Cost of this Request: \$54,249

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$   |
| Funds Expended to Date     |      |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

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PLEASE RECYCLE



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## MEMORANDUM

---

**DATE:** March 10, 2020

**TO:** City Council, Mayor Orman

**FROM:** Travis Matlock, Electric Utility Director

**RE: Bid 20-19 – Walk behind loader with attachments**

Electric Dept. staff recommends awarding the bid for a walk behind loader (and attachments) to Vermeer Mid-South for \$54,248.53. When the tree crew is working in back yards or in areas that the Grapple Truck cannot reach, this walk behind loader will assist in removing logs/branches/brush in larger quantities. It is a track-mounted rig that will fit through gates and can lift logs, keeping the tree crew from having to cut them up into pieces that are more manageable by hand.

This is a 2020-budgeted item.

See attached bid tab.



**BID TABULATION:**  
**IFB-20-19- BID OPENING**  
 VERMEER CTX100 WITH 9" TRACKS AND COMPONENTS  
**THURSDAY, FEBRUARY 27, 2020**  
 at 10:30 A.M

| BIDDER NAME            | VERMEER CTX100<br>W/9" TRACKS | 42" BRUSH GRAPPLE | VERMEER RLG46<br>HYDRAULIC ROTATING<br>LOG GRAPPLE | VERMEER LOG<br>GRAPPLE-LG46 | TOTAL BID PRICE |
|------------------------|-------------------------------|-------------------|----------------------------------------------------|-----------------------------|-----------------|
| VERMEER MID-SOUTH, INC | \$ 35,663.04                  | \$ 2,819.00       | \$ 6,800.00                                        | \$ 3,360.00                 | \$ 54,248.53    |
|                        |                               |                   |                                                    |                             |                 |
|                        |                               |                   |                                                    |                             |                 |
|                        |                               |                   |                                                    |                             |                 |
|                        |                               |                   |                                                    |                             |                 |





| CHECK ALL THAT APPLY                |                   |       |
|-------------------------------------|-------------------|-------|
| <input type="checkbox"/>            | Bid Award         | Bid # |
| <input type="checkbox"/>            | Budget Adjustment |       |
| <input type="checkbox"/>            | Change Order      |       |
| <input type="checkbox"/>            | Informational     |       |
| <input type="checkbox"/>            | Ordinance         |       |
| <input checked="" type="checkbox"/> | Resolution        |       |
| <input type="checkbox"/>            | Other             |       |

**AGENDA FORM**

CITY COUNCIL MEETING OF: February 25, 2020

Submitted by: David Wright Department: Parks and Rec  
Phone: 271-6813

**ACTION REQUIRED:**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Crafton Tull, in the amount of \$37,900.00 plus \$500.00 for reimbursables expenses, for design and construction documents for renovations at Old Tiger Stadium Park.

**COST TO CITY:**

Cost of this Request: \$38,400

Additional Budget Amount

☒ One time amount ☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$   |
| Funds Expended to Date     |      |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712  
\*www.bentonvillear.com\*



PLEASE RECYCLE



# Memo



To: City Council, Mayor Orman  
Thru: David Wright, Parks and Recreation Director  
From: Wade Tomlinson, Parks Planner  
Date: February 25, 2020  
Re: Resolution authorizing the Mayor and Clerk to enter into an agreement with Crafton Tull for Schematic and Construction Drawings for Old Tiger Park.

---

Asking Council for a resolution to approve contracting with Crafton Tull for the Schematic Design and Construction Details for Old Tiger Park.

In 2017, Parks and Recreation began working towards the future renovations for Old Tiger Park. Our team worked with Crafton Tull to help create a conceptual master plan for the renovated park space. With funding being the most difficult part of the project, we were able to secure funding from the City's 2020 Budget and acquire funding from Visit Bentonville. The two combined funds allow for a project budget of about \$550,000. With this funding, we intend to resurface the track, install lighting, construct a new restroom and improve the playing surface to allow additional programming.

The next steps are to hire a firm to create schematic and construction drawing and prepare the project to bid. We selected Crafton Tull through the Professional Services process. Their team has performed a number of similar projects including restrooms and tracks. If approved, we will begin work immediate and hope for construction this year.

If you have any questions regarding this item, please call me at 479.464.7275 or email [wtomlinson@bentonvillear.com](mailto:wtomlinson@bentonvillear.com).

*Attachments:*  
*Agreement with Crafton Tull*



**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 15, 2020 ("Effective Date") between  
Bentonville Parks and Recreation ("Owner")  
and Crafton, Tull & Associates, Inc. ("Engineer")  
Engineer agrees to provide the services described below to Owner for Old Tiger Stadium Renovations ("Project").  
Description of Engineer's Services: See attached Exhibits A and A1.  
Street Address of Property \*: 517 Tiger Boulevard, Bentonville, AR

Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

**2.01 Payment Procedures**

A. *Preparation of Invoices.* Engineer will prepare invoices in accordance with Engineer's standard invoicing practices and submit the invoices to Owner.

B. *Payment of Invoices.* Invoices are due and payable upon receipt\*. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Lien Rights\**. The Owner understands that the Engineer is entitled to a lien against the property if not paid in full for services provided to improve the property. The Owner understands that this lien can be enforced by the sale of the property if necessary.

\* This is a change from the standard EJCDC E-520 form.

**3.01 Additional Services**

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

**4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1 of 4

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1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

2 of 4

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5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in

accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Files in electronic media format of text, data, graphics, or other types that are furnished by the Engineer to the Owner or to the Contractor upon the Owner's direction are furnished only for convenience, not reliance by the receiving party. Any conclusion or information

obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.\*

J. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.\*

\* This is a change from the standard EJCDC E-520 document.

#### 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

3 of 4

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services  
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9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$ 37,900. This amount includes compensation for Engineer's Basic Services. The Lump Sum noted herein accounts for labor, overhead, and profit.

2.\* Reimbursable expenses and outside services shall be invoiced over and above the Lump Sum fee at cost times a 1.15 multiplier. Compensation for reimbursable expenses is estimated to be \$ 500.

3.\* The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Lump Sum fee at cost times a 1.05 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

4.\* Additional services authorized in writing by the Owner shall be invoiced at the Engineer's Standard Hourly Rates, as shown in the attached Exhibit "B".

5.\* A retainer in the amount of \$ 0.00 for the Engineer to begin work on this project. The amount of the retainer is included in the Lump Sum amount and will be applied to the final invoice.

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 12 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER: CITY OF BENTONVILLE

ENGINEER: CRAFTON, TULL & ASSOCIATES, INC.

By: Stephanie Orman

By: 

Title: Mayor

Title: Senior Vice President

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

Date Signed: January 15, 2020

License or Certificate No. and  
State AR PE #10825

Address for giving notices:

Address for giving notices:

David Wright, Parks Director

901 N. 47<sup>th</sup> Street, Suite 200

215 SW A St., Bentonville, AR 72712

Rogers, AR 72756

(479) 464-7275

(479) 363-4838

e-mail address: [dwright@bentonvillear.com](mailto:dwright@bentonvillear.com)

e-mail address: [Daniel.Ellis@craftontull.com](mailto:Daniel.Ellis@craftontull.com)

\* This is an addition to the standard EJCDC E-520 document.

4 of 4

(Percent of Construction)

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services

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**Exhibit "A"**  
**Scope of Basic Services for:**

|                                                 |                                                                                        |         |
|-------------------------------------------------|----------------------------------------------------------------------------------------|---------|
| <b>Project:</b>                                 | Topographic Design Survey of the Old Tiger Stadium Track Area                          |         |
| <b>Client:</b>                                  | City of Bentonville Parks and Recreation                                               |         |
| <b>Location of Project:</b>                     | 517 Tiger Boulevard, Bentonville, AR                                                   |         |
| <b>Discipline:</b>                              | Surveying                                                                              |         |
| <b>Discipline Manager:</b>                      | Kevin Montgomery, PLS                                                                  |         |
| <b>Project Manager:</b>                         | Barry R. Williams, ASLA                                                                |         |
| <b>Proposal Date:</b>                           | 01/13/2019                                                                             |         |
| <b>Billing Type:</b>                            | Lump Sum Basis, plus reimbursable expenses (estimated \$100)                           |         |
| <b>Fee:</b>                                     | Topographic Design Survey:                                                             | \$6,400 |
| <b>Description of the Construction Project:</b> | Topographic Design Survey of the old Tiger Stadium Track area as shown on Exhibit "C". |         |

**The Service to be Provided by the Surveyor are as Outlined Below:**

**Topographic Design Survey:**

- A representative from our survey department will mark the site, and we will submit a request to the local utility 1-Call System to mark all underground utilities within the proposed project site.
- Our GPS survey crew will set at least two survey control monuments adjacent to the site that will be tied to the city state plane coordinates and elevation datum to which all survey data for this project will be referenced.
- We will provide a topographic survey of the project survey site as shown on attached Exhibit "C". Sufficient ground elevation shots will be taken for the creation of 1'-contours across the survey site.
- We will locate all visible utility lines and those as marked by the utility 1-Call System. All flow lines of drainage inlets and pipes will be measured, and the invert elevation of sanitary sewer manholes will be recorded. All pipe sizes will be measured and shown on the topographic survey.
- We will locate all above ground and visible existing improvements to the site including existing trees in the survey site as shown on attached Exhibit "C".
- We will prepare an AutoCAD base survey drawing of the topographic design survey of the site, which will be used for engineering design purposes.

**Scope of Basic Services does NOT Include the Following:**

- Preparation of a boundary survey plat, easement dedication plat, easement documents, tract or lot split plats, tract or lot combination plats, or similar type plats as may be required by the governing agency for approval of this project.
- Surveys and plats of the property for financing, sales, or other purposes such as an ALTA or as-built survey.
- Surveys of offsite utility, street or drainage improvements not within the survey site.
- Surveys for environmental studies, including wetland delineation.
- Surveys for flood data or studies for Corps of Engineer, FEMA or other special government agency permitting.
- Surveys for location of geotechnical soil borings or pits.
- Surveying related to construction services or construction staking.

**Note:** Services listed can be provided for additional fee.

**Client Shall Provide:**

- Access for our survey crew personnel to enter the property to conduct the surveys.



**This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.**



**Exhibit "A-1"**  
**Scope of Basic Services For:**

|                                                 |                                                                                                                                                                                                                                                                  |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project:</b>                                 | Old Tiger Stadium Renovation                                                                                                                                                                                                                                     |
| <b>Client:</b>                                  | City of Bentonville Parks and Recreation                                                                                                                                                                                                                         |
| <b>Location of Project:</b>                     | 517 Tiger Boulevard, Bentonville, AR 72712                                                                                                                                                                                                                       |
| <b>Discipline:</b>                              | Civil Engineering and Landscape Architecture                                                                                                                                                                                                                     |
| <b>Discipline Manager:</b>                      | Daniel Ellis, PE                                                                                                                                                                                                                                                 |
| <b>Project Manager:</b>                         | Barry R. Williams, ASLA                                                                                                                                                                                                                                          |
| <b>Proposal Date:</b>                           | January 15, 2020                                                                                                                                                                                                                                                 |
| <b>Billing Type:</b>                            | Lump Sum                                                                                                                                                                                                                                                         |
| <b>Fee/Estimate:</b>                            | \$31,500                                                                                                                                                                                                                                                         |
| <b>Description of the Construction Project:</b> | Renovation of the existing athletic track, addition of parking lot, placement of prefabricated restroom facility, upgrades to site lighting, and associated pedestrian circulation as called out on the approved Crafton Tull master plan "Proposed Tiger Park". |

The services to be provided by the Engineer:

**Conceptual Design Phase:**

- Site Investigations & Feasibility Studies
- Guidance on City Planning Codes
- Project Scheduling

**Preliminary Design Phase ("On-site" Only):**

- Development Plans for City Permitting
- Attend City Meetings
- Preliminary Drainage Report

**Final Design Phase ("On-site" Only):**

- Construction Drawings to include:
  - Site Plan
  - Utility Plan (including coordination with local utility companies for their layouts)
  - Grading Plan
  - Erosion Control Plan
  - Sanitary Sewer Plan and Profiles, if required
  - Storm Sewer Profiles
  - Waterline Plan and Profiles, if required
  - Detail Sheets
  - Final Drainage Report
  - Storm Water Permitting with City and applicable State Agency
  - Utility Construction Permitting with City and applicable State Agency



- Track renovation sections, details and specifications
- Site Lighting and Photometric Layout (This will include fixture selection and placement for the project. It will not include full electrical engineering and wiring diagrams. Those shall be provided by a licensed electrician if required)
- Quantity Take-offs & Engineers Estimate

**Services Provided by Architect:**

- Architectural Design
- Building Elevations, if required

**Items Provided by Owner:**

- Geotechnical Report
- Title Commitment
- Phase I Environmental Assessment
- Easement Procurement

**Additional Items that can be Provided by CTA under amendment or separate contract**

**Bidding & Negotiating Phase:**

- Bid Documents Prepared and issued to bidders
- Receive Bids & Tabulate Results
- Recommend Contractor to Owner

**Construction Administration Phase:**

- Construction Observation
- Process Change Orders
- Progress Meetings
- Construction Staking
- Process and Verify Pay Requests
- Record Drawings
- Final Inspection & Project Close-out

**Additional Plans or Studies:**

- FEMA Studies & Map Revision Applications (CLOMR/LOMR)
- Wetland Determinations
- Corps of Engineer Permitting
- Traffic Study
- Retaining Wall Design
- Landscaping Design
- Offsite Utility or Street Extensions



**This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.**



Exhibit "B"

Standard Hourly Rate Schedule  
Effective January 1, 2020

| Category                              | Hourly Rate |
|---------------------------------------|-------------|
| <b>CIVIL ENGINEERING</b>              |             |
| ENGINEERING PRINCIPAL .....           | \$ 190      |
| SR. ENGINEERING MANAGER .....         | \$ 175      |
| ENGINEERING MANAGER .....             | \$ 155      |
| SR. PROJECT ENGINEER .....            | \$ 125      |
| PROJECT ENGINEER .....                | \$ 115      |
| ENGINEER INTERN III .....             | \$ 115      |
| ENGINEER INTERN II .....              | \$ 95       |
| ENGINEER INTERN I .....               | \$ 85       |
| SR. ENVIRONMENTAL SCIENTIST .....     | \$ 145      |
| ENVIRONMENTAL SCIENTIST .....         | \$ 85       |
| SR. ENGINEERING DESIGNER .....        | \$ 135      |
| ENGINEERING DESIGNER III .....        | \$ 105      |
| ENGINEERING DESIGNER II .....         | \$ 85       |
| ENGINEERING DESIGNER I .....          | \$ 75       |
| ENGINEERING CAD TECHNICIAN III .....  | \$ 70       |
| ENGINEERING CAD TECHNICIAN II .....   | \$ 60       |
| ENGINEERING CAD TECHNICIAN I .....    | \$ 45       |
| <b>ADMINISTRATIVE</b>                 |             |
| ADMINISTRATIVE PRINCIPAL .....        | \$ 185      |
| ADMINISTRATIVE MANAGER .....          | \$ 125      |
| ADMINISTRATIVE IV .....               | \$ 85       |
| ADMINISTRATIVE III .....              | \$ 70       |
| ADMINISTRATIVE II .....               | \$ 50       |
| ADMINISTRATIVE I .....                | \$ 35       |
| <b>LANDSCAPE ARCHITECTURE</b>         |             |
| SR. LANDSCAPE ARCHITECT .....         | \$ 135      |
| PROJECT LANDSCAPE ARCHITECT .....     | \$ 95       |
| LANDSCAPE ARCHITECTURE DESIGNER ..... | \$ 80       |
| LANDSCAPE ARCHITECT INTERN .....      | \$ 80       |
| <b>PLANNING</b>                       |             |
| PLANNING MANAGER .....                | \$ 150      |
| SR. PLANNER .....                     | \$ 140      |
| PLANNER II .....                      | \$ 90       |
| PLANNER I .....                       | \$ 75       |

| Category                                               | Hourly Rate       |
|--------------------------------------------------------|-------------------|
| <b>INSPECTION</b>                                      |                   |
| SR. INSPECTOR .....                                    | \$ 100            |
| INSPECTOR II .....                                     | \$ 85             |
| INSPECTOR I .....                                      | \$ 60             |
| <b>SURVEYING</b>                                       |                   |
| PROFESSIONAL SURVEYOR PRINCIPAL .....                  | \$ 190            |
| SR. PROFESSIONAL SURVEYOR .....                        | \$ 140            |
| PROFESSIONAL SURVEYOR .....                            | \$ 105            |
| SURVEY COORDINATOR .....                               | \$ 85             |
| SURVEYOR INTERN .....                                  | \$ 75             |
| SURVEY PARTY CHIEF .....                               | \$ 75             |
| SURVEY TECHNICIAN III .....                            | \$ 55             |
| SURVEY TECHNICIAN II .....                             | \$ 45             |
| SURVEY TECHNICIAN I .....                              | \$ 35             |
| <b>GEOGRAPHIC INFORMATION SYSTEMS</b>                  |                   |
| GIS MANAGER .....                                      | \$ 110            |
| GIS ANALYST .....                                      | \$ 85             |
| GIS TECHNICIAN II .....                                | \$ 55             |
| GIS TECHNICIAN I .....                                 | \$ 40             |
| <b>REIMBURSABLE EXPENSES</b>                           |                   |
| GPS Equipment.....                                     | \$35/Hour         |
| Robotic Survey Equipment.....                          | \$20/Hour         |
| LiDAR Scanning Equipment .....                         | \$35/Hour         |
| UAV .....                                              | \$1000/Unit       |
| Job Related Mileage.....                               | \$0.56/Mile       |
| Per Diem for Out of Town Crews.....                    | Per GSA Allowable |
| Airfare and other travel related expenses.....         | At Cost           |
| Black and white 8.5"x11" Copies .....                  | \$0.15/sheet      |
| Color 8.5"x11" Copies .....                            | \$1.50/sheet      |
| Photo Paper Color Plan Sheet Copies .....              | \$0.75/sq. ft.    |
| Reproducible Plan Copies (Vellum) .....                | \$1.50/sq. ft.    |
| Reproducible Plan Copies (Bond) .....                  | \$0.35/sq. ft.    |
| <b>All rates are subject to change without notice.</b> |                   |



EXHIBIT "C"  
SURVEY SITE







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

**A RESOLUTION AUTHORIZING THE MAYOR AND  
CLERK TO ENTER INTO AN AGREEMENT WITH  
CRAFTON, TULL AND ASSOCIATES ENGINEERS FOR  
THE DESIGN AND CONSTRUCTION DOCUMENTS FOR  
RENOVATIONS AT OLD TIGER STADIUM PARK.**

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

**Section 1:** That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Crafton, Tull and Associates Engineers in the amount of \$37,900.00 (plus \$500.00 reimbursable expenses) for design and construction documents related to renovations at Old Tiger Stadium Park, as set forth in the agreement attached hereto as Exhibit "A".

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

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



| CHECK ALL THAT APPLY |                   |       |
|----------------------|-------------------|-------|
|                      | Bid Award         | Bid # |
|                      | Budget Adjustment |       |
|                      | Change Order      |       |
|                      | Informational     |       |
|                      | Ordinance         |       |
| x                    | Resolution        |       |
|                      | Other             |       |

### AGENDA FORM

CITY COUNCIL MEETING OF:

February 25, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

#### ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI, in the total fee of \$27,500.00, for surveying services for the Future SW 28th Street Park.

#### COST TO CITY:

Cost of this Request: \$27,500

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$   |
| Funds Expended to Date     |      |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



# Memo



To: City Council, Mayor Orman  
Thru: David Wright, Parks and Recreation Director  
From: Wade Tomlinson, Parks Planner  
Date: February 25, 2020  
Re: Resolution for the City to hire CEI for land surveying services of the future SW 28th Street Park.

---

Staff is requesting a resolution from the Council to authorize the Mayor and City Clerk to enter into an agreement with CEI for land surveying services at the future park on SW 28<sup>th</sup> Street. This cost of this is included in the 2020 Operational Budget.

In order to our design firm, Ecological Design Group, to create schematic and construction drawings for the future park on SW 28<sup>th</sup> Street, a professional survey will be required. Using the Professional Services selection process, our team chose CEI Engineering to perform a survey for this property. Working with EDG and Parks and Recreation, CEI has developed and provided a scope of work that will provide the data needed to complete the design task. The total cost for the lands survey is \$25,000 plus reimbursable expenses. Reimbursable expense shall not exceed 1,500.

If you have any questions regarding this item, please call me at 479.464.7275 or email [wtomlinson@bentonvillear.com](mailto:wtomlinson@bentonvillear.com).

*Attachments:*  
*Agreement with CEI*



**I. PROJECT DESCRIPTION**

CEI shall provide land survey services in conjunction with the Coughlin Park development located at SW Regional Airport Blvd in Bentonville, AR. Project consists of 62 acres± being a portion of the following Parcels #01-13249-019, 01-16697-000, 01-16698-000, 01-14049-000, 01-14050-000, 01-14051-000 and 01-14052-000. Survey limits are as shown on attached Exhibit "A".

**II. SCOPE OF BASIC SERVICES**

**A. Topographic and Boundary Survey**

CEI shall perform a Topographical Survey of said property, consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Topographic survey will include all above-ground physicals and underground utilities. Location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by Client. Boundary Survey of said property shall be done in accordance with "Arkansas Minimum Standards" and supervised by a licensed surveyor. Boundary monuments will be identified as found in the field. If available, the latest title commitment will be utilized to show all affecting easements and setback lines. If one is not available, a 50-year Easement and Current Deed search will be ordered and billed as a reimbursable.

**Fees** ..... **\$ 25,000.00, excluding reimbursables**  
*Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be <\$1,500> to be invoiced in accordance with Section V below.*

**B. ALTA/NSPS Land Title Survey (optional for parcels less than 4 acres)**

CEI will perform an ALTA/NSPS Land Title Survey in accordance with the 2016 Minimum Standards and will include the following Table A items and the certification shall read as follows:

*To (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):*

*This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items: 1, 2, 3, 4, 5, 6a, 7a, 7c, 8, 9, 11, 13, 14, 16, and 17 of Table A thereof. The field work was completed on Date of Plat or Map: \_\_\_\_\_ (Surveyor's signature, printed name and seal with Registration/License Number.*

**Fees** ..... **\$ 2,500.00, excluding reimbursables**  
*Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be <\$100> to be invoiced in accordance with Section V below.*

**III. RESPONSIBILITY OF CLIENT**

Client shall provide to CEI, the following items:

**A. Access to Property**

**B. Title Commitment and Supporting Documents**

**IV. SERVICES NOT INCLUDED / ADDITIONAL SERVICES**

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.



- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the following services:
  - Geotechnical investigation/report
  - Environmental studies/report (e.g. Phase I & II ESAs)
  - Traffic study/report
  - Water flow test/distribution report
  - Historical and archeological studies
  - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.)
- Preparation/presentation of conditional or special use permit applications
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Preparation of a drainage study/report
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc.
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Preparation of opinions of probable construction costs (OPCs)
- Bidding assistance and construction contract negotiations
- Construction contract administration, management, and observation services (e.g. reviewing contractor requests for payment, answering RFI's, reviewing shop submittals, etc.)

**V. SCHEDULE OF CHARGES**

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

**LABOR:** For fees billed on an hourly basis, labor charges are billed by category as follows:

**ARKANSAS (01-01-20)**

|                                  |           |
|----------------------------------|-----------|
| Officer / Branch Manager         | \$ 220.00 |
| Department Manager               | \$ 200.00 |
| Senior Project Manager           | \$ 190.00 |
| Program Manager                  | \$ 180.00 |
| Project Manager                  | \$ 170.00 |
| Assistant Project Manager        | \$ 140.00 |
| Senior Project Engineer          | \$ 170.00 |
| Project Engineer                 | \$ 145.00 |
| Registered Landscape Architect   | \$ 140.00 |
| Registered Land Surveyor         | \$ 135.00 |
| Survey Project Manager           | \$ 135.00 |
| Assistant Survey Project Manager | \$ 105.00 |
| Sr. Survey Party Chief           | \$ 100.00 |
| Survey Party Chief               | \$ 85.00  |
| Survey Technician                | \$ 85.00  |
| Field Specialist                 | \$ 70.00  |
| Senior Project Designer          | \$ 120.00 |

|                               |           |
|-------------------------------|-----------|
| Project Designer              | \$ 105.00 |
| CAD Designer                  | \$ 95.00  |
| CAD Technician                | \$ 80.00  |
| Construction Observer         | \$ 90.00  |
| Office Administrative Manager | \$ 100.00 |
| Program Assistant             | \$ 80.00  |
| Administrative Assistant      | \$ 70.00  |

**SUB-CONSULTANT SERVICES:** In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

**REIMBURSABLE EXPENSES:** Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

#### REVENUE RECOGNITION

The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of completeness or in whole are considered earned by CEI in its performance obligation to Client as prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred, and progressively billed. Further, at time of received payment by Client, Client acknowledges its possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

#### VI. CREDIT POLICY

Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

Client's Initials \_\_\_\_\_

Required for contract to be valid

#### VII. STANDARD TERMS AND CONDITIONS

##### STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar professionals currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any Utility services; or (3) payment to Client by any third party.

#### **OWNERSHIP OF DOCUMENTS**

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

#### **RE-USE OF DOCUMENTS**

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

#### **INSURANCE**

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client shall pay CEI an agreed amount for the increased coverage.

#### **LIMITATION OF LIABILITY**

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

#### **INDEMNIFICATION**

The Client shall indemnify, hold harmless and defend CEI, its officers, directors, employees, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by Client, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional.

Further, the Client shall, to the fullest extent of the law, indemnify, defend and hold harmless CEI, its directors, officers, employees, agents and subcontractors from and against all claims or action, based on, or arising out of, damages or injuries to persons or property caused by, or arising out of, any hazardous, and/or toxic substances present at the site where CEI and/or its subcontractors have performed work.

In accordance with generally accepted construction practices, the Client and Client's contractors shall be solely and completely responsible for the conditions of the job site, including the health and safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the construction site.

#### **DISPUTE RESOLUTION**

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association. Absent resolution by mediation they agree to binding arbitration under the Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

#### **SEVERABILITY**

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

#### **PROJECT PUBLICITY AND RECOGNITION**

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

#### **LIEN RIGHTS**

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

#### **AMENDMENTS**

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

#### **PROJECT DELAY**

Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

#### **SUCCESSORS AND ASSIGNS**

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

#### **TERMINATION**

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

Termination or suspension of contract shall exist when services conducted and provided by CEI to the date of termination are paid by Client and shall be deemed nonrefundable, at which time, control of said provided services will be transferred to Client with no further obligation of CEI.

#### **PROVIDED DATA**

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omission due to its use.

#### **SITE SAFETY OR CONTROL**

In no form or fashion shall it be implied or assumed, unless expressly written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontractors regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

**VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED**

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the Client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, Client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

**The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:**

---

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.  
Responsible for contract terms, conditions, obligations and payment

---

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

---

City / State / Zip

---

Complete Phone Number

---

Signature - legally authorized to bind  
Contracting Entity

Print Name

Title

Date

---

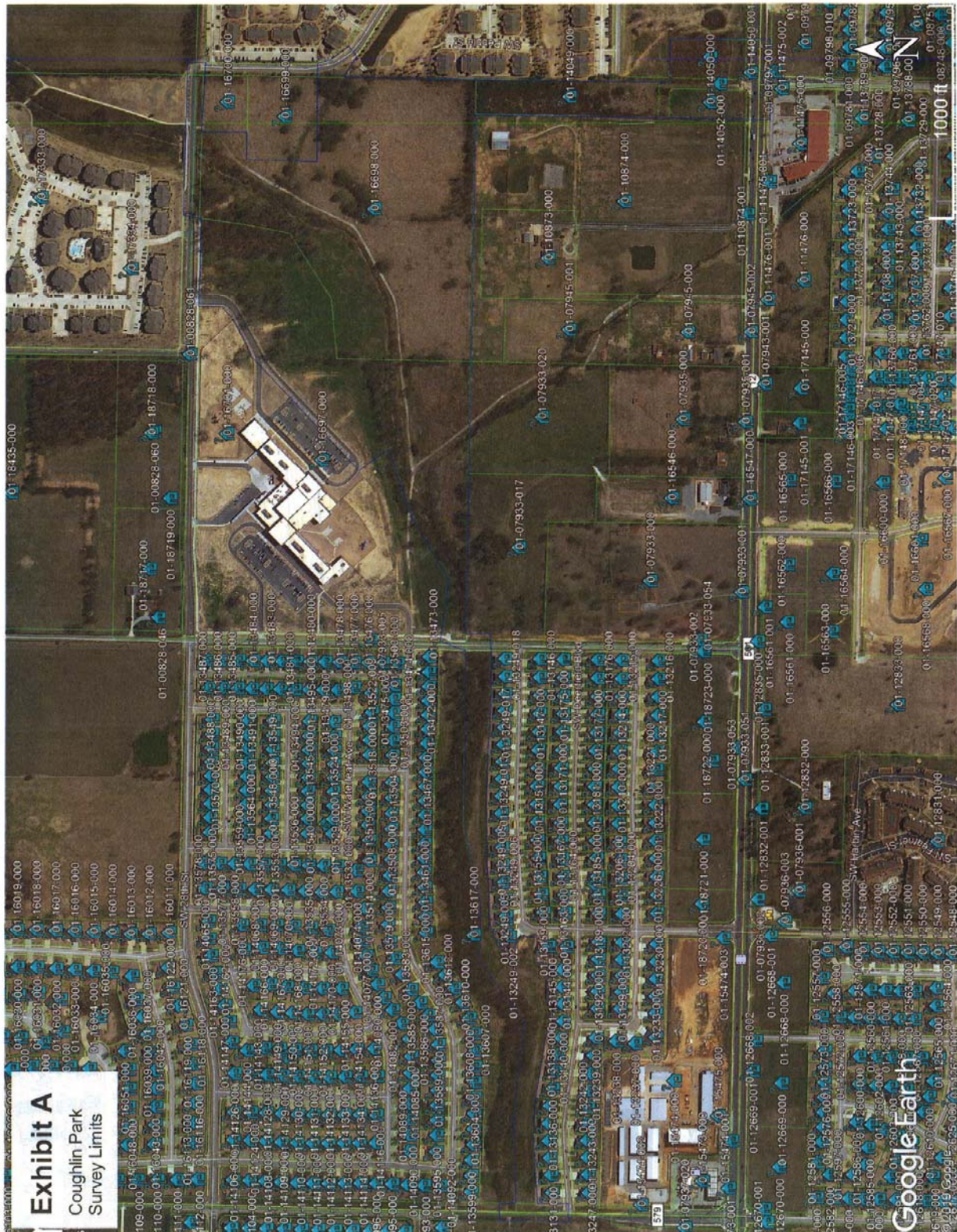
Signature, CEI Engineering Associates, Inc.

Print Name

Title

Date





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

A RESOLUTION AUTHORIZING THE MAYOR AND  
CLERK TO ENTER INTO AN AGREEMENT WITH CEI  
ENGINEERING FOR SERVICES RELATED TO THE  
FUTURE SW 28<sup>TH</sup> STREET PARK.

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

**Section 1:** That the Mayor and Clerk be and are hereby authorized to enter into an agreement with CEI Engineering, in the total fee of \$27,500.00, for surveying services for the Future SW 28th Street Park, as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK





| CHECK ALL THAT APPLY |                   |       |           |
|----------------------|-------------------|-------|-----------|
| X                    | Bid Award         | Bid # | IFB-20-13 |
|                      | Budget Adjustment |       |           |
|                      | Change Order      |       |           |
|                      | Informational     |       |           |
|                      | Ordinance         |       |           |
|                      | Resolution        |       |           |
|                      | Other             |       |           |

## AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by:

Crant Osborne

Department

Parks and Rec

Phone

271-3190

### ACTION REQUIRED:

Bid Award IFB-20-13 in the amount of \$44,348.00 to Mowing and More for Mowing Services for Parks and Recreation.

### COST TO CITY:

Cost of this Request: \$44,348

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$   |
| Funds Expended to Date     |      |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



# Memo



To: City Council, Mayor Orman  
Thru: David Wright, Parks and Recreation Director  
From: Crant Osborne, Parks Operations Manager  
Date: February 26, 2020  
Re: Bid Award, in the amount of \$44,348 to Mowing and More, LLC for Mowing Services for Parks and Recreation.

---

Parks and Recreation Staff is requesting City Council's approval to award bid IFB-20-13 to Mowing and More, LLC in the amount of \$44,348 to mow two parcels of parkland. The two parcels for parkland are Citizens Park and Lake Bentonville.

As Bentonville Parks and Recreation has grown over the years, we have used contract labor to supplement the mowing of some of our smaller parks to avoid adding new full-time personnel. Each year we have added more acreage and have been pleased with the contracts performance. This has allowed our maintenance staff to focus on the turf of our athletic fields, as well as our higher profile parks such as the downtown square.

We have \$100,000 budgeted for contract mowing for 2020. In 2019, we have a renewable contract for seventeen parcels of parkland that we will continue in 2020 at \$53,550. This request of an additional \$44,348 will add an additional 29 acres of mowing for a total of \$97,898 with both contracts. This current bid will free up approximately 90 man-hours each week. This will allow parks to be mowed weekly providing an enjoyable experience for the citizens of our community. It allows our staff to dedicate more man-hours for the growing number of work orders / time on buildings, restrooms, pavilions, restrooms, gates/fencing etc.

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

*Attachments:*

*Bid Tabulation*



**BID TABULATION:**  
**IFB-20-13- BID OPENING**  
**PARKS MOWING**  
**TUESDAY, FEBRUARY 25, 2020**  
**at 10:00 A.M**

| BIDDER NAME                      | ATTENDED PRE-BID | ADDENDUM NUMBER 1 | ADDENDUM NUMBER 2 | BID BOND | INSURANCE | TOTAL BID PRICE |
|----------------------------------|------------------|-------------------|-------------------|----------|-----------|-----------------|
| M&W MOWING AND MORE              | Y                | X                 | X                 | X        | X         | \$ 4,763.25     |
| LEAF TO SOIL                     | Y                | N                 | N                 | X        | X         | \$ 13,112.63    |
| PRECISION LAWN & LANDSCAPING     | Y                | X                 | X                 | X        | X         | \$ 8,162.13     |
| EMPIRE GROUP PROPERTY MANAGEMENT | Y                | X                 | X                 | X        | X         | \$ 4,950.00     |



**ADDENDUM TO BID**  
**BID NUMBER: IFB-20-13**

ADDENDUM NUMBER: 1

DATE OF ISSUANCE: FEBRUARY 14, 2020

RE: Parks Mowing Services

FROM: City of Bentonville, Arkansas  
117 W. Central Avenue  
Bentonville, Arkansas 72712

TO: Prospective Bidders

This addendum clarifies the original bidding document(s) dated February 2, 2020. **This addendum contains clarification to bidders regarding the City's right to add or remove mowing locations. Bidders are required to acknowledge receipt of this addendum by including it in their bid submission.**

This Addendum Number 1 consists of **1 page**.

**CLARIFICATION TO BIDDERS:**

The City of Bentonville Parks and Recreation Department has determined that it would be in the best interest of the City to provide additional clarification to prospective bidders regarding the City's right to add or remove Parks mowing locations when awarding the contract and throughout the term of the awarded contract for IFB-20-13.

The Parks and Recreation Department may deem it necessary to remove Parks mowing locations from the Bid Award or during the awarded contract term according to what is in the City's best interest and in consideration of the Parks and Recreation Department's budget for the Parks mowing locations.

**END OF ADDENDUM NUMBER 1**

CITY OF BENTONVILLE, ARKANSAS  
ADDENDUM # 1  
IFB-20-13

Page 1 of 1





**ADDENDUM TO BID**  
**BID NUMBER: IFB-20-13**

ADDENDUM NUMBER: 2

DATE OF ISSUANCE: FEBRUARY 14, 2020

RE: Parks Mowing Services

FROM: City of Bentonville, Arkansas  
117 W. Central Avenue  
Bentonville, Arkansas 72712

TO: Prospective Bidders

This Addendum modifies the original advertisement dated February 2, 2020. **Bidders are required to acknowledge receipt of this Addendum by including it in their bid submission.**

***This Addendum Number 1 consists of 1 page.***

RIDE-A-LONG SCHEDULE:

- 1.0 The City determined that there was an error in the dates listed in the Advertisement for IFB-20-13. The Ride-a-Long dates originally listed included February 17, which is a holiday and City offices will be closed.
  - 1.1 The City has re-scheduled the Ride-a-Long dates for February 18 and February 19, 2020.
  - 1.2 This information was communicated with Bidders at the Mandatory Pre-Bid Meeting held on February 13, 2020.

[End of Addendum Number 2]

City of Bentonville, Arkansas  
Purchasing Office  
IFB-20-13– Addendum Number 2

Page 1 of 1



## CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – [PURCHASING@BENTONVILLEAR.COM](mailto:PURCHASING@BENTONVILLEAR.COM)  
CITY HALL 117 WEST CENTRAL AVENUE BENTONVILLE, ARKANSAS 72712

# FOR PUBLICATION

PUBLICATION DATE: February 4, 2020

## NOTICE TO BIDDERS

### Parks Mowing Services

#### Invitation For Bid (IFB)-20-13

The City of Bentonville, Arkansas is accepting formal, sealed bids from qualified and properly experienced and capable mowing businesses or individuals to perform weekly cycles of park mowing services, to be performed at various City park locations in Bentonville, Arkansas.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of five hundred dollars (\$500.00), payable without condition to the City of Bentonville. Personal checks and company checks are NOT acceptable as a Bid Guarantee.

There will be a Mandatory Pre-Bid Meeting held on February 13, 2020 at 10:00 A.M. CST at the Downtown Activity Center, located at 215 SW "A" Street Bentonville, Arkansas 72712. The meeting will be held in the second floor conference room. During the Mandatory Pre-Bid Meeting, prospective Bidders will have an opportunity to schedule ride-a-long appointments with the City's Parks Department. Ride-a-long appointments will be scheduled according to City staff availability on February 17 and 18, and will consist of driving by park locations where services are to be performed, with a City staff member, to allow prospective Bidders to become familiar with the areas to be maintained. Prospective Bidders who do not attend the Mandatory Pre-Bid Meeting will not be permitted to submit a bid for the parks mowing services.

Interested parties can obtain the required bid packet by emailing [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com), by calling 479-271-3115 or from the Purchasing Office located at the address below. Sealed bids will be received until 10:00 A.M., Tuesday, February 25, 2020, at the Purchasing Office on the second floor of City Hall, located at 117 West Central Avenue, Bentonville, Arkansas 72712. Late submissions and unsigned bid submissions will be rejected, without exception.

[WWW.BENTONVILLEAR.COM](http://WWW.BENTONVILLEAR.COM)



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING OFFICE  
CITY HALL  
117 W. CENTRAL AVE  
BENTONVILLE, ARKANSAS 72712

**INVITATION FOR BID**  
**IFB-20-13**  
**PARKS MOWING SERVICES**

Date of Issuance: **February 2, 2020**

Bid Number: **IFB-20-13**

**Mandatory Pre-Bid Meeting: February 13, 2020 at 10:00 A.M (address below).**

Bid Opening Date: **February 25, 2020**

Bid Opening Time **10:00 A.M.**

Questions regarding this bid should be directed to the Purchasing Department at [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com).  
All questions must be submitted prior to 4:30 P.M., February 18, 2020.

**Mandatory Pre-Bid Meeting Address: 215 SW A ST., BENTONVILLE, AR 72712 (DOWNTOWN ACTIVITY CENTER)**

During the Pre-Bid meeting Bidders will have an opportunity to schedule ride-along appointments with the City's Parks and Recreation Department. Ride along appointments will consist of driving by locations where services are to be performed with a City staff member, to allow the Bidders to become familiar with areas to be maintained.

**Mandatory Pre-Bid Meeting Date and Time: February 13, 2020 at 10:00 A.M.**

***All bids received from entities which did not attend the Mandatory Pre-Bid Meeting will be rejected.***

All bids must be received by the Purchasing Department prior to **10:00 A.M., February 25, 2020** in a sealed envelope, clearly marked on the outside with **BID # IFB-20-13**. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

Bids will be publicly opened at City Hall, first floor, Purchasing Department, 117 West Central Ave Bentonville, AR 72712.

\*Pre-bid meeting for this invitation will not be held at the Purchasing Department, please review pre-bid information above\*

**EXECUTION OF BID**

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

|                            |                           |  |               |                |                      |
|----------------------------|---------------------------|--|---------------|----------------|----------------------|
| NAME OF FIRM:              | M.W. Mowing and More, LLC |  | PHONE NUMBER: | (479) 601-5131 | FAX NUMBER:          |
| BUSINESS ADDRESS, STREETS: | 11196 Mockingbird Ln.     |  | CITY:         | Rogers         | STATE: AR ZIP: 72756 |
| SIGNATURE:                 | [Redacted Signature]      |  | DATE:         | 1-24-2020      |                      |
| PRINT NAME:                | Kelby Winberry            |  | TITLE:        | Owner          |                      |

ARKANSAS SALES OR USE TAX NUMBER: [Redacted]

STATE CONTRACTORS LICENSE NUMBER: [Redacted]

#### **INTENT**

The intent of this Invitation for Bid is for weekly cycles of park mowing services to be performed at the various City Park locations defined herein for the City of Bentonville, Arkansas. The awarded Bidder will be required to sign a binding contract.

#### **REQUIRED RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS**

The following documents must be complete to provide a complete bid response package:

- IFB document, all response fields complete.
- \$500.00 Bid Guarantee: As defined in the 'BID GUARANTEE' section of this Invitation for Bid.
- Letter of Intent to provide insurance: All bids must contain a Letter of Intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the company submitting a bid pursuant to the terms herein and of any contract resulting from this Invitation for Bid.

**All pricing must be entered on pricing sheet ("no bid" is an acceptable entry).**

#### **BID GUARANTEE**

All bids must be accompanied by a bid guarantee in the form of a bid bond, certified check, or cashier's check in the amount of **five hundred dollars (\$500.00)**, payable without condition to the City of Bentonville. Personal checks and company checks are NOT acceptable as a bid guarantee.

Bids received that do not include a bid guarantee, as specified in this Invitation for Bid, will be rejected.

#### **CONTRACT TERM:**

The term for the awarded contract will be one (1) year, renewable annually upon mutual written agreement for a total maximum term of three (3) years.

#### **SCOPE**

Bidder agrees to furnish all labor and equipment necessary to perform weekly cycles of parks mowing services. The average number of mows per year for each location listed herein is 30 mows per year.

Each cycle will include all services that are industry standard when performing parks mowing services, including but not limited to: edging of grass, litter and debris removal (prior to and post mowing), trimming of branches, weed-eating, leaf blowing, blowing off debris or clippings from sidewalks, curbs, streets, trails and driveways. Parks mowing services also include the trimming of tree canopies over trails or walkways where applicable to an eight-foot (8') canopy. The City of Bentonville expects the awarded bidder to uphold a high standard of excellence in their mowing procedures, ensuring that the City's parks are well maintained for patrons to enjoy.

The City reserves the right to inspect parks where cycles have been completed and to withhold payment for cycles that have not been completed.

The City reserves the right to inspect any and all equipment to be used by the awarded Bidder prior to beginning services to ensure that the equipment is suitable to perform the services as described herein.

Bidder and the City agree that certain weather and growth related circumstances may require the mowing cycles to be delayed. Examples of such circumstances would be inclement weather and below average growth periods or seasons. Any delays or scheduling changes shall be communicated in writing between the City and the awarded Bidder. The City shall have the final determination of when grounds are able to be mowed or when the cycle requires rescheduling.



**DELIVERY**

The City of Bentonville requests that the parks mowing services begin within ten (10) days from the date the Notice of Award is issued. If this schedule cannot be met, Bidder must specify the date that Bidder is available to begin services. Failure to state a date of availability obligates the Bidder to begin services within the City's requested timeline. Extended service start dates may be considered when in the best interest of the City.

*The City estimates that the bid award for IFB-20-13 will be presented during the March 9, 2020 City Council Meeting; however, this is a tentative date only and not a guarantee of when award will be made.*

Date available to begin services: 3-16-2020

**EQUIVALENT**

Whenever these specifications mention an item by name and use specific descriptions as reference thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.

**INSURANCE**

All bids must contain a Letter of Intent (LOI) from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the company submitting a bid.

The awarded Bidder will be required to provide the following Certificates of Insurance prior to beginning services for the City:

- Workers Compensation: As required by the State of Arkansas
- Comprehensive General Liability (Broad Form) in the amount of \$1,000,000.00

**INVOICING**

Bidder shall provide an invoice to the City's Accounts Payable office monthly upon the conclusion of each month's mowing cycles. All invoices submitted must be pre-approved by the Bentonville Parks and Recreation Grounds Foreman.

**City of Bentonville**  
**ATTN: Accounts Payable**  
**117 West Central Ave.**  
**Bentonville, AR 72712**

Invoices submitted on time and to the correct address will be paid within 14 days of receipt.

**PAYMENT TERMS**

Net 30 days



Other: \_\_\_\_\_

**Registered with the Secretary of State's Office to Conduct Business in the State of Arkansas:**

☒ Yes ☐ No

Contractor/Vendor Disclosure

Company Name: M+W Mowing and More, LLC

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

Immediate Relation includes:

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

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



**CITY OF BENTONVILLE, ARKANSAS  
PURCHASING DEPARTMENT**

**INSTRUCTIONS TO BIDDERS**

1. **SCOPE:** These instructions to bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of \$20,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any bid package received through any 3<sup>rd</sup> party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3<sup>rd</sup> party source other than hand delivered.
2. **DEFINITIONS (AS USED HEREIN):**
  - a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value \$20,000 and over. The acronym "IFB" means Invitation for Bid.
  - b. The term "bid" means the offer by the bidder.
  - c. The term "bidder" means the person or organization responding to the solicitation.
  - d. The term "contractor" means a person or organization who is the successful bidder and who enters into a contract with the City.
  - e. The term "change order" means a written order from the Purchasing department directing the contractor to make changes to a contract.
  - f. The term "City" means the City of Bentonville, Arkansas.
  - g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.
3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

Each bidder shall furnish the information required in the solicitation. The bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. The affidavit must be signed by an officer or employee having the authority to bind the company or organization by his/her signature and included with the bid response.

Unit price for each unit offered must be provided. The unit price will be presumed correct.

The bidder must state a definite time for delivery of supplies or performance of services.
4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central time zone). Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.
5. **BID DOCUMENT MISTAKES:** The bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening or within two (2) business days of notification from the City with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.
6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.
8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable office, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

The City reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation.

The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified.

Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.

In the event of two or more identical low bids, Arkansas code Annotated Section 14-22-11 shall apply.

No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without written approval of the Assistant Finance Director of the City.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.

All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
  - First to bidder offering firm prices for full contract period; and
  - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
  1. Termination for Convenience  
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  2. Termination for Cause  
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
  3. Termination Due to Unavailability of Funds  
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**
31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be

- executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the bidder's offer.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
  2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
  3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
  4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
  5. Approved price changes are not applicable to orders already issued and in process at time of price change.
  6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
  7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
  8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
  9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
  10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Office at (479) 271-3115.

### **SPECIFICATIONS**

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space following specifications. Bidder must also provide additional information where indicated.

| <b>SPECIFICATION</b>                                                                                                                                                                                                                                                                                                | <b>BIDDER MUST INDICATE "AS SPECIFIED" BY<br/>PLACING AN "X" IN THIS COLUMN.</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Bidder shall coordinate all schedules and delays with the City's designated contact for parks mowing.                                                                                                                                                                                                               | X                                                                                |
| Bidder will use only equipment standard to a professional landscaping business and suitable for performing parks mowing services.                                                                                                                                                                                   | X                                                                                |
| Bidder will have equipment available for inspection by the City prior to beginning services.                                                                                                                                                                                                                        | X                                                                                |
| Parks mowing services will only be permitted to be performed from 7:00 A.M. to 7:00 P.M Monday through Friday, and in accordance with the City of Bentonville Noise Ordinance. Mowing services are only permitted to be performed during daylight hours.                                                            | X                                                                                |
| Bidder understands that the City seeks to provide the patrons of Bentonville with high quality, well maintained parks and that the awarded bidder will be expected to be professional, detail oriented, and quality driven.                                                                                         | X                                                                                |
| Bidder agrees that they will be required to notify the City's designated contact for parks mowing no less than five (5) days prior to performing a mowing cycle and within 24 hours of completing each mowing cycle.                                                                                                | X                                                                                |
| Bidder understands that litter removal may be required prior to mowing and at the conclusion of mowing to ensure that litter does not become spread, cause property damage, or cause an unsightly appearance.                                                                                                       | X                                                                                |
| Bidder understands that the expected uniform grass height will be between 2.5 to 3 inches in height and that some hand trimming of vegetation may be required around fixed objects.                                                                                                                                 | X                                                                                |
| Bidder understands that mowing services shall not be performed in conditions saturated to the point that turf damage or rut damage would occur and that any such damage as a result of the mowing operation would require the Bidder to repair the damaged area(s) at no cost to the City, as directed by the City. | X                                                                                |
| Bidder will complete the mowing cycle within (5) working days of commencement of work.                                                                                                                                                                                                                              | X                                                                                |

SPECIFICATIONS CONT..

| SPECIFICATION                                                                                                                                                                                                                                                 | BIDDER MUST INDICATE "AS SPECIFIED" BY<br>PLACING AN "X" IN THIS COLUMN. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| Turf tires may be required where the City deems necessary. The City shall have the right to make the final determination of tire requirements for specific parks.                                                                                             | X                                                                        |
| All rotary type mowers shall be equipped with a chute guard or chute guard blocker to restrict foreign objects from being thrown out of the cutting unit enclosures.                                                                                          | X                                                                        |
| Bidder will conduct the mowing operations within the parks system at a time of day (usually early morning) when there are the least amount of patrons within the park that is being mowed.                                                                    | X                                                                        |
| Bidder understands that some park locations will include trails and that all trails must be mowed through the easement (10-feet on each side of the trail) unless the trail is on City property, in which case the areas must be mowed to the property lines. | X                                                                        |
| Bidder agrees that in parks where applicable, all tree canopy that is over trails or walkways shall be kept at an 8-foot canopy to keep branches, limbs, etc. from encroaching upon walkways.                                                                 | X                                                                        |

**Detail Notes**

**(Optional):** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*[This space has been intentionally left blank]*



## PRICING SHEET

Bid prices shall include all costs, including but not limited to: tax and delivery fees to the City of Bentonville, Arkansas. The City of Bentonville tax rate is 9.5%. All locations are located within the City of Bentonville, Arkansas.

The Bid Award will be made based on the most responsible and lowest Total Bid Price. The Total Bid Price will be the sum of the weekly cost for all locations, and is intended only for the City's use in the comparison of bids.

The awarded Bidder will only be compensated for completed mowing cycles at each location. The City reserves the right to withdraw any cycles or locations at any time throughout the term of the contract.

An \* indicates that a trail is present

| PARK OR TRAIL NAME AND ADDRESS                                                                   | APPROXIMATE ACREAGE,<br>MILEAGE OR FEET | PRICE PER WEEKLY MOW |
|--------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------|
| ORCHARDS PARK<br>Includes Legacy<br>Excludes "Wildflower Meadow"<br>1100 NE John Deshields Blvd. | 14 ACRES                                | \$ <u>985.50</u>     |
| PHILLIPS PARK<br>Excludes Sports Fields<br>3108 SE J Street                                      | 12 ACRES                                | \$ <u>657.00</u>     |
| LAKE BENTONVILLE<br>2100 SW I Street                                                             | 3 ACRES                                 | \$ <u>164.25</u>     |
| BENTONVILLE COMMUNITY CENTER<br>Excludes Soccer Fields                                           | 26 ACRES                                | \$ <u>1,314.00</u>   |
| MEMORIAL PARK<br>Excludes Sports Fields and Common<br>Areas of Baseball & Softball Fields        | 44 ACRES                                | \$ <u>1,642.50</u>   |

**TOTAL BID PRICE: \$ 4,763.25**

The sum of the weekly mow prices for all locations listed.  
Used only for the comparison of bids.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                          |                                                                                                                                                                       |
|--------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER<br>Argenia, LLC<br>PO Box 17370<br>Little Rock, AR 72222-7370   | CONTACT NAME: Steve Harp<br>PHONE (A/C, No, Ext): 479-750-2222<br>FAX (A/C, No): (501) 227-8105<br>E-MAIL:<br>ADDRESS:                                                |
| INSURED<br>Kelby Lee Winberry<br>11196 Mockinbird Ln<br>Rogers, AR 72758 | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Nautilus Insurance Company<br>INSURER B: Technology Insurance Co.<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR<br>1 TR | TYPE OF INSURANCE                                                                                                                                                                                                                                | ADDL SUBR<br>INSR WVD                                                     | POLICY NUMBER | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS                                                                                                                                                                               |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------|----------------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A            | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                                               |                                                                           | NN945951      | 6/11/2019                  | 6/11/2020                  | EACH OCCURRENCE \$ 1,000,000                                                                                                                                                         |
|              | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER                                                                           |                                                                           |               |                            |                            | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                                                                                                                                 |
|              |                                                                                                                                                                                                                                                  |                                                                           |               |                            |                            | MED EXP (Any one person) \$ 5,000                                                                                                                                                    |
|              |                                                                                                                                                                                                                                                  |                                                                           |               |                            |                            | PERSONAL & ADV INJURY \$ 1,000,000                                                                                                                                                   |
|              | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY |                                                                           |               |                            |                            | GENERAL AGGREGATE \$ 2,000,000                                                                                                                                                       |
|              | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$                                                                                                                                                                                                 | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE    |               |                            |                            | PRODUCTS - COMP/OP AGG \$ 2,000,000                                                                                                                                                  |
| B            | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                           | <input type="checkbox"/> Y/N<br><input checked="" type="checkbox"/> Y N/A | 45288680      | 6/11/2019                  | 6/11/2020                  | COMBINED SINGLE LIMY (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>EACH OCCURRENCE \$<br>AGGREGATE \$ |
|              |                                                                                                                                                                                                                                                  |                                                                           |               |                            |                            | PER STATUTE   OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                             |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

97050 - Lawn Care Services

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



| CHECK ALL THAT APPLY                |                   |       |  |
|-------------------------------------|-------------------|-------|--|
| <input type="checkbox"/>            | Bid Award         | Bid # |  |
| <input type="checkbox"/>            | Budget Adjustment |       |  |
| <input type="checkbox"/>            | Change Order      |       |  |
| <input type="checkbox"/>            | Informational     |       |  |
| <input checked="" type="checkbox"/> | Ordinance         |       |  |
| <input type="checkbox"/>            | Resolution        |       |  |
| <input type="checkbox"/>            | Other             |       |  |

### AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by:

Wade Tomlinson

Department

Parks

Phone

271-3392

#### ACTION REQUIRED:

Ordinance approving the purchase, in the amount of \$30,670.00, plus tax, of an Eco-Counter Trail Counter with display for the Razorback Greenway. The project is part of a multiple project Razorback Greenway Improvements Grant from the Walton Family Foundation.

#### COST TO CITY:

Cost of this Request: \$30,670

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$   |
| Funds Expended to Date     |      |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <u>2/27/2020</u>                                                                                |
| Requested by:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <u>Wade Tomlinson</u>                                                                           |
| Department:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <u>Parks</u>                                                                                    |
| DESCRIPTION OF REQUEST:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                 |
| Type of Equipment:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <u>Digital Pedestrian and Bicycle Counter</u>                                                   |
| Year & Model:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <u>Eco-DISPLAY Classic Plus: Pedestrian and Bicycle Display Counter</u>                         |
| Serial #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <u>SDEB0002</u>                                                                                 |
| To Be Purchased From:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <u>Eco-Counter Inc.</u>                                                                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <u>604-3981 Saint-Laurent Blvd.</u>                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <u>Montreal, QC H2W 1Y5 Canada</u>                                                              |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Base Amount: \$ <u>30,670.00</u>                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Tax: _____                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | *Other: _____                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>TOTAL</b> <b>\$ <u>30,670.00</u></b>                                                         |
| <br>* List all other costs:                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                 |
| JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                 |
| <p>Waiver to Eco Counter is for a trail counter display sign. This sign, funded by a grant from the Walton Family Foundation, will be erected in each community along the Razorback Greenway. The project was publically bid on two different occasions. The first bid resulted in no bidders. The second bid resulted in a low bid of more than \$70,000. We believe by purchasing the sign and managing the project in-house we can complete the project at a significant cost savings to the City.</p> |                                                                                                 |
| <u>                        </u><br>Department Head                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <u>                                                </u><br>Director of Finance & Administration |
| Revised 6-18-99                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                 |



# Memo



To: City Council, Mayor Orman  
Thru: David Wright, Parks and Recreation Director  
From: Wade Tomlinson, Parks and Recreation Director  
Date: February 28, 2020  
Re: Council approval of an Ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into an agreement for a purchase from Eco-Counter Inc.

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City Staff is seeking City Council's approval of an ordinance, waiving additional competitive bidding and authorizes the Mayor and City Clerk to enter into an agreement with Eco-Counter, Inc. for the purchase of an Eco-Display Classic+ Pedestrian and Bicycle Display Counter with COMETH technology. The total purchase of counter is \$30,670, plus tax. This purchase is for the counter as well as bundled items required for the installation of the product (see quote sheet).

This very item was before the Council and Mayor on January 14, 2020. The approved item will not be purchased. Instead this item with its upgrades discovered after to the approval will be purchased. This is not a duplicate counter it is a replacement. This product with its substantial improvements is \$1,765.00 more than the original approval.

This two-sided Counter will allow the City to electronically track the users of the Razorback Greenway through Downtown Bentonville as well as users of the adjacent All American Trail. The product is able to differentiate between bicyclists and pedestrians allowing the City to learn more about trail users and user patterns. The unit with two display sides will be placed at the Razorback Greenway trailhead at Compton Garden. The unit is powered by electricity and actively collects and transmits data 24/7.

Once the purchase of the trail counter is approved and is the order is executed, the Parks department will work to secure a capable local contractor and Parks will oversee the installation of the trail counter.

Funding for this counter will come from the balance of the 2.1 million dollar Walton Family Foundation grant that has already allowed the city to build such facilities as:

- The A Street Parking lot

- Trail Straightening Projects
- Trail Bridges
- A Hawk Signal on Moberly Lane

If you have any questions regarding this item, please email me at [wtomlinson@bentonvillear.com](mailto:wtomlinson@bentonvillear.com). If I cannot answer your question(s), I will forward them to the appropriate department.

*Attachments:*

*Request for Bid Waiver*

*Agreement for Services with Downtown Bentonville, Inc.*





**Eco-Counter**  
604-3981 St-Laurent  
Montréal, Quebec  
H2W 1Y5, Canada

Contact : Olivia White  
Email : olivia.white@eco-counter.com  
Phone : 5146476722

Customer Number : 3448  
Quote Number : D-047945

## QUOTE

**Customer**  
**City of Bentonville**  
Attn: Crant Osbourne  
401 SE Moberly Lane  
Bentonville, AR  
72712, United States

Contact : David Wright

**Delivery address if different**  
**City of Bentonville**  
Attn: Crant Osbourne  
401 SE Moberly Lane  
Bentonville, Arkansas  
72712, United States

**Subject** City of Bentonville - Eco-Display Classic Plus Counter - Compton Gardens - funded by contractor **Date :** 2/7/2020

| Code                                     | Description                                                                                 | Unit Price   | Qty      | Discount | Price               |
|------------------------------------------|---------------------------------------------------------------------------------------------|--------------|----------|----------|---------------------|
| <b>Eco-DISPLAY Classic Plus: Counter</b> |                                                                                             |              | <b>1</b> |          | <b>\$ 28,350.00</b> |
| SDEB0002                                 | Eco-DISPLAY Classic+ Double-Sided - 2x4 - line Matrix 32x32cm (12.6'x12.6')                 | \$ 17,500.00 | 1        |          | \$ 17,500.00        |
| 1994                                     | 220-240VAC/50Hz Power Supply for ECO-DISPLAY CLASSIC +                                      | \$ 0.00      | 1        |          | \$ 0.00             |
| SGCPM0030                                | Urban Post MULTI Pedestrians/Cyclists Sensor for ComEth - No Direction - 2 loops            | \$ 3,250.00  | 2        |          | \$ 6,500.00         |
| 1599                                     | ComEth Adapter                                                                              | \$ 550.00    | 2        |          | \$ 1,100.00         |
| 1879                                     | Cable COMETH CAN package                                                                    | \$ 125.00    | 2        |          | \$ 250.00           |
| 1859                                     | Cable for Cometh Adapter (price per meter)                                                  | \$ 4.00      | 20       |          | \$ 80.00            |
| 831                                      | Eco-Visio PROFESSIONAL Account, Automatic Data Transmission, and Eco-Alert Service (1 year) | \$ 420.00    | 1        |          | \$ 420.00           |
| 1993                                     | Warranty extension for Eco-DISPLAY Classic+ double sided ( expires after 5 years)           | \$ 3,650.00  | 1        | 100 %    | \$ 0.00             |
| 841                                      | Installation Assistance                                                                     | \$ 2,500.00  | 1        |          | \$ 2,500.00         |
| 756                                      | 15-minute interval data recording                                                           | \$ 220.00    | 1        |          | \$ 220.00           |
| 170                                      | Electrical cable 24AWG (price per meter)                                                    | \$ 4.00      | 25       |          | \$ 100.00           |
| 1458                                     | Shipping Cost for Eco-Display Classic                                                       | \$ 2,000.00  | 1        |          | \$ 2,000.00         |

All prices are in US dollars  
Payment by check within 30 days  
ACH / EFT / Direct Deposit possible

Delivery lead time 4 to 5 weeks  
Please provide tax ID for customs clearance

**Total \$ 30,670.00**

Eco-Counter Inc. 604-3981 Saint-Laurent Blvd - Montreal, QC H2W 1Y5 Canada  
Phone: 514-849-9779 - Toll Free: 1-866-518-4404 - Email: sales@eco-counter.com  
EIN: 980662778 - DUNS: 246844323

[www.eco-counter.com](http://www.eco-counter.com)

1 / 1

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

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ECO-COUNTER INC. FOR THE PURCHASE OF AN ELECTRONIC TRAIL USE TRACKING DEVICE AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

**Section 1:** That the Mayor and Clerk should be and are hereby authorized to enter into an agreement with Eco-Counter Inc., for the purchase of an electronic trail use tracking device in the amount of \$30,670.00 plus applicable tax, as set forth in the attached Exhibit A.

**Section 2:** Because this project has previously been bid twice, resulting in no satisfactory responsive bids within budget, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



| CHECK ALL THAT APPLY |                   |       |
|----------------------|-------------------|-------|
|                      | Bid Award         | Bid # |
|                      | Budget Adjustment |       |
|                      | Change Order      |       |
|                      | Informational     |       |
|                      | Ordinance         |       |
| X                    | Resolution        |       |
|                      | Other             |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

Submitted by:

Jake Harper

Department

Administration

Phone

271-6781

### ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Stephens Investments as a Municipal Advisor. The contract is for three years with five one year renewals

### COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$   |
| Funds Expended to Date     |      |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE





## MEMORANDUM

**TO:** Mayor Orman  
City Council

**FROM:** Jake Harper, Director of Finance and Administration

**DATE:** February 28, 2020

**SUBJECT:** Agreement with Stephens Inc for Municipal Advisory Services

City Staff recommends contracting with Stephens Inc. to be the City's Municipal Advisor. A "Municipal Advisor" is generally defined as any person that provides advice to or on behalf of a municipal entity with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues. As the City strategically plans for the future, the Municipal Advisor is an important team member to add. A municipal advisor acts in a fiduciary capacity solely as agent to the governmental unit.

The City issued RFQ 20-05 in January of 2020 with a submission deadline of February 3, 2020. We received four submissions. A committee with representatives from seven departments met, interviewed all submitters and ultimately concluded that Stephens would be the best fit right now for the City of Bentonville.

The contract is for three years with five one year renewals.

## Stephens Inc. Municipal Advisor Agreement

This Municipal Advisor Agreement (the "*Agreement*") is entered into this \_\_\_ day of \_\_\_\_\_, 2020 between the City of Bentonville (the "*Client*") and Stephens Inc. ("*Stephens*") and sets forth the terms and conditions under which Stephens will provide services to the Client. Stephens and the Client are referred to herein individually as a "*Party*" and collectively as the "*Parties*."

WHEREAS, the Client desires to obtain the services of a municipal advisor to assist with the development and implementation of strategies to meet its capital financing needs and render assistance in connection with the municipal finance transaction described on **Schedule A** attached hereto (the "*Transaction*"); and

WHEREAS, Stephens is registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB) and Stephens is capable of providing the necessary municipal advisory services;

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the Client and Stephens agree as follows:

**1. Scope of Services.** Stephens will provide, upon request of the Client, the municipal advisory and/or consultant services described in **Schedule A** attached hereto and incorporated herein by reference. The Client and Stephens intend and agree that, to the extent the performance of services by Stephens with respect to the Transaction constitutes municipal advisory activities within the meaning of the Securities Exchange Act of 1934 (the "*Exchange Act*") or otherwise creates a duty of Stephens under the Exchange Act or the Rules of the Municipal Securities Rulemaking Board and applicable state and local laws, Stephens' duties do not extend beyond the services to be provided with respect to the Transaction.

**2. Client Responsibilities.** The Client shall:

a. Take all usual and customary steps necessary to complete the issuance of the bonds or notes (the "*Securities*"), as applicable, including but not limited to: directing the preparation and execution of all documents reasonably requested supporting the Securities, and participation by Client staff and third parties in a due diligence process in connection with the issuance of the Securities.

b. Furnish information, data, reports, and records in the possession of the Client necessary for carrying out the work to be performed under this Agreement;

c. Review the preliminary official statement or other disclosure documentation and confirm the accuracy of the information presented therein;

d. Allow Stephens to rely on the Client's representations that the disclosure provided with respect to the Securities is not misleading, and, if necessary, direct bond and local counsel to include Stephens as addressee on all certifications and communications therein;

e. Approve the form of official statement or other disclosure documentation and direct its dissemination;

f. If applicable, participate in all calls, discussions and requests for information necessary to complete the credit rating process; and

g. Comply in all respects with state and federal securities laws, including but not limited to the Securities Act of 1933 and Rules 10b-5 (anti-fraud) and 15c2-12 (continuing disclosure) promulgated under the Securities Exchange Act of 1933 relating to disclosure in connection with municipal securities.

**3. Stephens Compensation and Expenses.** The fees due to Stephens hereunder shall be as set forth in **Schedule B** attached hereto. In addition, Stephens shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in **Schedule B**.

**4. Client Expenses.** The Client will be responsible, to the extent required for the issuance of the Securities, for the payment of all fees and expenses commonly known as Costs of Issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing and distribution of required documents, trustee fees, paying agent fees, CUSIP identifiers, and the like.

**5. Required Notices and Disclosures.**

a. MSRB Rule G-10 Notices. Stephens is registered with the U. S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board (MSRB). The MSRB's website is [www.msrb.org](http://www.msrb.org). A municipal advisory client brochure is posted on the website of the MSRB that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

b. MSRB G-42 Disclosures. MSRB Rule G-42 requires that Stephens provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Schedule C and Schedule D attached hereto.

**6. Advice of Third Parties.** The Client agrees that, to the extent the Client seeks to have Stephens provide advice with regard to any recommendation made by third party financial service providers, bankers, underwriters, accountants, legal advisors or others providing guidance similar in scope to that contemplated herein, the Client will provide to Stephens written direction to do so as well as any information it has received from such third party relating to its recommendation. In connection with advice to be provided by Stephens with regard to a recommendation made by a third party, Stephens may communicate with such third party as necessary or appropriate to allow Stephens to provide informed advice to the Client with regard to the recommendation. No recommendation by a third party shall be deemed to be a recommendation by Stephens unless Stephens otherwise provides. In particular, a determination that a third party's recommendation is suitable shall not be deemed to constitute a recommendation by Stephens unless otherwise expressly provided by Stephens.



7. **Entire Agreement/Amendments.** This Agreement, including any Schedules and amendments hereto which are expressly incorporated herein, constitute the entire Agreement between the Parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Stephens and the Client.

8. **Term of Agreement.** The term of this Agreement begins on the date set forth above and ends as set forth on **Schedule A**.

9. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date first written above. By the signature of its representative below, each Party affirms (a) that it has taken all actions necessary to authorize said representative to execute this Agreement, and (b) that it has read in its entirety this Agreement, including the attached Schedules, and has had the opportunity to ask any questions or seek any clarification about any aspect of this Agreement, including specifically any disclosures of conflicts of interest.

\_\_\_\_\_  
Client

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

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

Stephens Inc.

By: Kevin Faught

Title: Senior Vice President

## **Schedule A**

### **Term and Scope of Municipal Advisory Services**

#### **Term of Agreement**

The term of this Agreement shall remain in effect for a period of 36 months from the acceptance and shall cover all proposed financings. At the option of the City, the agreement can be extended an additional five years in one year increments.

#### **Scope of Services**

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect to the planned issuance of the Securities.

The scope of work for the municipal advisory services should include, but is not limited to, the following components:

1. Provide as-needed financial advice regarding market conditions and trends, financial products, credit and credit analysis, third party alternative financing and special facility financing.
2. Present alternative strategies for managing the City's current or future debt to achieve the best value for tax payers.
3. Develop and recommend financing structuring options, including the preparation of financial plans and analysis.
4. Manage the implementation of City-approved financing efforts. This will involve, in relation to each financing effort, advising and supporting the City in: selecting members of the financing team (such as bond counsel and an underwriter); negotiating contracts with firms on the financing team; and defining the tasks, schedule, and deliverables of the members of the financing team. The financial advisor will be responsible for the performance of the entire financing team, and arranging for any needed future reporting and maintenance.
5. Conduct independent analysis of financing alternatives, reviewing all aspects of negotiated pricings, monitoring performance of underwriting teams, post-issuance analyses, and all tasks during the process.
6. Provide other financial advisory services to the City as needed and serve as a liaison with various stakeholders, including rating agencies. This includes, as required, participating in community engagement.
7. Be available for consultations with City staff.
8. Provide all services in compliances with applicable State, Federal, and local laws and requirements.
9. Participant Financial Condition Review
  - (a) Evaluate participant credit quality and financial strength using typical industry standards.
  - (b) Review, evaluate and comment on adequacy of financial forecast studies or other debt.
  - (c) Prepare written report to the City regarding the feasibility of issuing the bonds and sufficiency of revenues and funds pledged to support the bonds or other debt.

10. Attend City meetings and meet with staff as-needed to discuss the financing plans and the project. Make presentations, with the Director of Finance, to the Board and/or the Master Planning and Visioning working group committee, regarding the recommended timing and infrastructure of each debt issue and final results of the bond sales. The attendance at such meetings can be in person or via a "VOIP" program such as "Skype" or "Go ToMeeting," etc., depending upon the requirements of the City.

#### **Limitations on Scope of Services**

The Scope of Services are subject to the following limitations:

The Scope of Services with respect to Stephens' engagement as municipal advisor shall be limited solely to the services set forth in this Schedule as they relate to the Transaction, and shall not encompass (i) the services described herein with respect to any other offering or potential offering of the Client or (ii) any services not described herein with respect to the Transaction.

Other than with respect to the receipt and same day return or forwarding of good faith deposits, if applicable, this engagement does not contemplate that Stephens will receive deposits of or maintain custody of any Client funds, or will provide fiduciary or agency services offered by Stephens or any of its affiliates.

Unless otherwise provided in Schedule A, Stephens is not responsible for preparing any preliminary or final official statement or other disclosure documents, or for certifying as to the accuracy or completeness of any preliminary or final official statement or other disclosure documents, other than with respect to any information about Stephens provided by Stephens for inclusion in such documents.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Transaction or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

The Scope of Services may be changed only by written amendment to this Schedule, and the parties agree to amend this Schedule promptly to reflect any material changes or additions to the Scope of Services.

## **Schedule B**

### **Compensation and Expenses**

Fees for the services provided by Stephens to the Client under this Agreement and the manner for payment of expenses incurred by Stephens in the course of performing its services are as set forth below:

Stephens Inc. will be paid for Municipal Advisory Services associated with the issuance of bonds according to the compensation schedule as follows:

| <b>Proceeds Amount</b> | <b>Fee per \$1,000</b> |
|------------------------|------------------------|
| First \$5 million      | \$5.00                 |
| Next \$5 million       | \$1.75                 |
| Next \$15 million      | \$1.25                 |
| Next \$25 million      | \$1.00                 |
| Over \$50 million      | \$0.75                 |

Fees incurred are based on bond proceeds. The minimum compensation for municipal advisory services related to each single series of bonds shall be \$30,000 with a maximum of \$100,000 for each series of bonds.

Stephens will also be entitled to reimbursement of expenses incurred in relation to services provided under this agreement including, but not limited to, transportation, accommodations, communications and supplies.

It is understood that it is not certain at this time what types of future financings will be undertaken by the Client. It is agreed that the Client and Stephens may amend the agreement, but only if mutually acceptable to both parties in writing, to reflect the specific requirements of any transaction undertaken by the Client.

## Schedule C

### Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Stephens makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Stephens addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Stephens mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Stephens to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to Stephens' financial or other interests. In addition, because Stephens is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Stephens is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, Stephens' municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Stephens potentially departing from their fiduciary duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

#### **Forms of Compensation; Potential Conflicts.**

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. The information below discusses various forms of compensation and the timing of payments to a municipal advisor.

- **Fixed fee.** Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.
- **Hourly fee.** Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client

and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

- **Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.
- **Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).
- **Fee based upon principal or notional amount and term of transaction.** Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

As a fiduciary to the Client, Stephens will work closely with the Client in terms of the conflicts that may exist with respect to compensation and based on the services provided to establish a fair and reasonable fee associated with the municipal advisory services for the Client.

#### **Other Potential Conflicts.**

**Other Municipal Advisor or Underwriting Relationships.** Stephens serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Stephens serves as municipal advisor to other municipal entities and, in such cases, owes a fiduciary duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Stephens could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Stephens to achieve a



successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Stephens serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Stephens' ability to fulfill its fiduciary duty to the Client.

**Broker-Dealer and Investment Advisory Business.** Stephens is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, personnel of the Client, and current or potential investors in the securities of the Client. In addition, if the underwriter utilizes a selling group to assist with the distribution of the securities issued by the Client in a Transaction, such securities-related activities include purchasing such securities from the underwriter (or the manager or other members of the underwriting syndicate) as a member of the selling group and selling such securities to its clients. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities, and the interests of such other clients could create the incentive for Stephens to make recommendations to the Client that could result in more advantageous pricing for the other clients. Any potential conflict arising from Stephens effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of Stephens that operate independently from Stephens' municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Stephens to the Client under this Agreement.

**Secondary Market Transactions in Client's Securities.** Stephens, in connection with its sales and trading activities, may take a principal position in securities, including securities of the Client, and therefore Stephens could have interests in conflict with those of the Client with respect to the value of the Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, Stephens or its affiliates may submit orders for and acquire the Client's securities issued in a Transaction under the Agreement from the manager or other members of the underwriting syndicate, either for its own account, for the accounts of its customers, or as a member of a selling group. This activity may result in a conflict of interest with the Client in that it could create the incentive for Stephens to make recommendations to the Client that could result in more advantageous pricing of the Client's securities in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of Stephens that operate independently from Stephens' municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Stephens to the Client under this Agreement.

**Schedule D**  
**Disclosure of Information Regarding Legal Events**  
**and Disciplinary History**

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Stephens sets out below required disclosures and related information in connection with such disclosures.

**I. Material Legal or Disciplinary Event.** We do not believe that there are any legal or disciplinary events that are material to the Client's evaluation of Stephens or the integrity of Stephens' management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC involving our firm's municipal advisory business. As a full service broker dealer and investment banking firm, Stephens is and has been involved in regulatory and civil actions involving other areas of the firm's business, none of which are expected to have any impact on the firm's ability to perform the services which are the subject of this Agreement. The details of all such regulatory and civil actions are available in Item 9 and the accompanying Regulatory Action DRPs on Form MA filed with the SEC.

**II. How to Access Form MA and Form MA-I Filings.** Stephens' most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000757657&owner=include&count=40&hidefilings=0>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to information already filed by Stephens in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Stephens on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Stephens' most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Stephens' CRD number is 3496.

**III. Most Recent Change in Legal or Disciplinary Event Disclosure.** Stephens has not made any material legal or disciplinary event disclosures with respect to its municipal advisory business on Form MA or any Form MA-I filed with the SEC.

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

**A RESOLUTION AUTHORIZING THE MAYOR AND  
CLERK TO ENTER INTO AN AGREEMENT WITH  
STEPHENS INVESTMENTS FOR MUNICIPAL ADVISOR  
SERVICES FOR THE CITY OF BENTONVILLE.**

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

**Section 1:** That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Stephens Investments for Municipal Advisor services for the City of Bentonville, Arkansas as set forth in the agreement attached hereto as Exhibit "A".

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

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



| CHECK ALL THAT APPLY |                   |       |
|----------------------|-------------------|-------|
|                      | Bid Award         | Bid # |
|                      | Budget Adjustment |       |
|                      | Change Order      |       |
|                      | Informational     |       |
|                      | Ordinance         |       |
| X                    | Resolution        |       |
|                      | Other             |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

### ACTION REQUIRED:

Resolution to surplus a 2013 Excellence Ambulance that was involved in an accident on September 20, 2019 on I-49.

### COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$   |
| Funds Expended to Date     |      |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE





## **Inter-office Memorandum**

To: Mayor Orman and City Council  
From: Brent Boydston, Fire Chief  
CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager,  
Jake Harper, Finance Director  
Date: March 10, 2020  
Re: Surplus 2013 Ambulance

---

Resolution to surplus a 2013 Excellance Ambulance that was involved in an accident on September 20, 2019 on I-49.

This ambulance was due to be replaced in the 2020 budget, the conversion box has reached its life expectancy of 15 years. The insurance company paid \$50,628.50 for the damage to the truck.

2013 Excellance Conversion Ambulance  
2013 Ford F-450 4X4 Chassis  
VIN: 1FDUF4HT8DEB14032  
Mileage: 55,415.7



**BID TABULATION:**  
**IFB-20-29 BID OPENING**  
**SALE OF 2013 FORD F450 SUPER DUTY EXCELLANCE**  
**GOLDEN EAGLE AMBULANCE CONVERSION**  
**WEDNESDAY, MARCH 4, 2020**  
**at 10:00AM**

| BIDDER NAME          | TOTAL BID PRICE |
|----------------------|-----------------|
| Shleby Elzey         | \$ 5,500.00     |
| Gary Tillman         | \$ 6,525.00     |
| Charles Colvin       | \$ 5,050.00     |
| Noel Fire Department | \$ 2,000.00     |



I am placing a bid on the **AMBULANCE** (from the fire station) to the City of Bentonville, in the amount of **\$6,525.00.**

Thank you, Gary Tillman



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

**A RESOLUTION DECLARING CERTAIN PROPERTY  
BELONGING TO THE CITY OF BENTONVILLE FIRE  
DEPARTMENT AS SURPLUS PROPERTY.**

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

**Section 1:** That certain property of the City of Bentonville Fire Department, more particularly described in the attached memo, is hereby declared to be surplus and the Fire Department is authorized to dispose of or exchange such property as authorized by law and more particularly described therein.

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

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



| CHECK ALL THAT APPLY |                   |       |
|----------------------|-------------------|-------|
|                      | Bid Award         | Bid # |
| X                    | Budget Adjustment |       |
|                      | Change Order      |       |
|                      | Informational     |       |
|                      | Ordinance         |       |
|                      | Resolution        |       |
|                      | Other             |       |

### AGENDA FORM

CITY COUNCIL MEETING OF:

March 24, 2020

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

#### ACTION REQUIRED:

Budget Adjustment in the amount of \$15,835.00 to purchase an Aero Clave disinfectant machine for the fire department. This is the recommended way of disinfecting large areas.

#### COST TO CITY:

Cost of this Request: \$15,835

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

|                            |           |
|----------------------------|-----------|
| Previously Budgeted        | \$        |
| Funds Expended to Date     |           |
| Remaining Budget           | -         |
| Budget Adjustment          | 15,834    |
| Remaining After Adjustment | \$ 15,834 |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE





**Date of Request:** March 24, 2020

|                                                                                                                                                                        |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p><b>Justification:</b></p> <p>Budget adjustment to purchase a disinfectant machine to decon large areas i.e. ambulances, rooms, of bacterial and viral diseases.</p> |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|





February 27, 2020

**To:** City Council Members & City Clerk  
**From:** Mayor Stephanie Orman  
**Subject:** Appointment of Octavio Sanchez to the Utility Board.

---

I recommend Octavio Sanchez for appointment as the ex-officio member to the City of Bentonville's Utility Board. Mr. Sanchez's term will begin March 24, 2020 and expire on December 31, 2023.

SO

Stephanie Orman



| CHECK ALL THAT APPLY |                   |       |
|----------------------|-------------------|-------|
|                      | Bid Award         | Bid # |
|                      | Budget Adjustment |       |
|                      | Change Order      |       |
|                      | Informational     |       |
| X                    | Ordinance         |       |
|                      | Resolution        |       |
|                      | Other             |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

### ACTION REQUIRED:

Ordinance requesting City Council approve the adoption of the updated 2020 Part-Time Pay Plan. The implementation of the State minimum wage increase for 2020 (+.75¢) and the pending minimum wage increase for 2021 (\$1.00) has necessitated an update to the current part-time pay plan to be able to attract and retain part-time employees. The City incurs NO COST in making this change and all future 2020 part-time wage increase must be budgeted in the 2020 budget before they are enacted.

### COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$   |
| Funds Expended to Date     |      |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE







27 February, 2020

**To:** Bentonville City Council

**From:** Human Resources

**Subject:** Memo Concerning Adoption of an Updated and Upgraded Part-Time Pay Scale for the 2020 City Pay Plan

1. Staff recommends that the City Council approve the updated and upgraded part-time pay scale to the 2020 City Pay Plan.
2. This change is needed to competitively attract, hire, and retain part-time employees within the City. Several year ago, the State legislature adopted a measure to systematically increase the minimum wage. The 2019 increase was 2.00/hr, the 2020 increase was .75¢/hr, and the 2021 increase is scheduled to be \$1.00/hr. The City's COLA increases to the existing part-time pay scale have not been able to keep up and the prevailing wage rates in our area have increased commensurately with the increase in the minimum wage. This new pay range has been designed to compensate for the increases to the minimum and the increases to the prevailing wage rates in our area, and allow for future growth.

**CITY OF BENTONVILLE**  
**2020 PART-TIME NONEXEMPT PAY RANGES**

| <u>GRADE</u> | <u>FLSA<br/>STATUS</u> | <u>JOB TITLE</u>          |        | <u>MIN</u> | <u>MID</u> | <u>MAX</u> |
|--------------|------------------------|---------------------------|--------|------------|------------|------------|
| 81           | N                      | P/T Library Clerk I       | HOURLY | 11.00      | 13.00      | 15.00      |
| 81           | N                      | P/T Rec Worker I          |        |            |            |            |
| 81           | N                      | P/T Basic F/F             |        |            |            |            |
| 82           | N                      | P/T Library Clerk II      | HOURLY | 11.50      | 13.50      | 15.50      |
| 82           | N                      | P/T Rec Worker II         |        |            |            |            |
| 82           | N                      | P/T Lifeguard I           |        |            |            |            |
| 82           | N                      | P/T Groundskeeper         |        |            |            |            |
| 82           | N                      | P/T Basic F/F - EMT       |        |            |            |            |
| 83           | N                      | P/T Library Clerk III     | HOURLY | 12.00      | 14.00      | 16.00      |
| 83           | N                      | P/T Rec Worker III        |        |            |            |            |
| 83           | N                      | P/T Lifeguard II          |        |            |            |            |
| 83           | N                      | P/T Basic F/F - Paramedic |        |            |            |            |
| 84           | N                      | P/T Admin Clerk/Intern    | HOURLY | 12.50      | 15.00      | 17.50      |
| 84           | N                      | P/T Library Clerk IV      |        |            |            |            |
| 84           | N                      | P/T Rec Worker IV         |        |            |            |            |
| 84           | N                      | P/T Lifeguard III         |        |            |            |            |
| 84           | N                      | P/T Head Lifeguard I      |        |            |            |            |
| 84           | N                      | P/T F/F I                 |        |            |            |            |
| 85           | N                      | P/T Rec Worker            | HOURLY | 13.00      | 15.50      | 18.00      |
| 85           | N                      | P/T Rec Leader I          |        |            |            |            |
| 85           | N                      | P/T Head Lifeguard II     |        |            |            |            |
| 85           | N                      | P/T F/F - EMT             |        |            |            |            |
| 86           | N                      | P/T Rec Leader II         | HOURLY | 13.50      | 16.00      | 18.50      |
| 86           | N                      | P/T Head Lifeguard III    |        |            |            |            |
| 86           | N                      | P/T F/F - Paramedic       |        |            |            |            |
| 87           | N                      | P/T Rec Leader III        | HOURLY | 14.00      | 17.00      | 20.00      |
| 87           | N                      | P/T Asst. Pool Mgr I      |        |            |            |            |
| 87           | N                      | P/T F/F II                |        |            |            |            |
| 88           | N                      | P/T Rec Leader IV         | HOURLY | 14.50      | 17.50      | 20.50      |
| 88           | N                      | P/T Asst. Pool Mgr I I    |        |            |            |            |
| 88           | N                      | P/T F/F II -/EMT          |        |            |            |            |
| 89           | N                      | P/T Rec Leader V          | HOURLY | 15.00      | 18.00      | 21.00      |
| 89           | N                      | P/T Asst. Pool Mgr III    |        |            |            |            |
| 89           | N                      | P/T F/F II/Paramedic      |        |            |            |            |



| ADD PAY TITLE           | AMOUNT      | CODE |
|-------------------------|-------------|------|
| Swimming Instructor I   | \$80.00/PP  | SI-1 |
| Swimming Instructor II  | \$120.00/PP | SI-2 |
| Swimming Instructor III | \$180.00/PP | SI-3 |
| Swimming Instructor IV  | \$240.00/PP | SI-4 |

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

**AN ORDINANCE ADOPTING CERTAIN AMENDMENTS  
TO THE PAY PLAN FOR THE CITY OF BENTONVILLE,  
ARKANSAS.**

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

**Section 1:** That certain amendments to the City of Bentonville 2020 Pay Plan related to pay ranges for part-time and seasonal employees, contained in the attached part-time pay plan, are hereby approved.

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



| CHECK ALL THAT APPLY |                   |       |
|----------------------|-------------------|-------|
|                      | Bid Award         | Bid # |
|                      | Budget Adjustment |       |
|                      | Change Order      |       |
|                      | Informational     |       |
| X                    | Ordinance         |       |
|                      | Resolution        |       |
|                      | Other             |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

Submitted by:

Jake Harper

Department

Administration

Phone

271-6781

### ACTION REQUIRED:

Ordinance approval for a change in the pay plan to allow for the conversion of a Part-Time Administrative Assistant to a Financial Analyst (Grade 20) and establish Financial Analyst as a new position in the pay plan.

### COST TO CITY:

Cost of this Request: \$37,000

Additional Budget Amount \$37,000

☐ One time amount

☒ Continuing O and M

|                            |           |
|----------------------------|-----------|
| Previously Budgeted        | \$        |
| Funds Expended to Date     |           |
| Remaining Budget           | -         |
| Budget Adjustment          | 37,000    |
| Remaining After Adjustment | \$ 37,000 |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*[www.bentonvillear.com](http://www.bentonvillear.com)\*



PLEASE RECYCLE





**MEMORANDUM**

**TO:** Mayor Orman  
City Council

**FROM:** Jake Harper, Director of Finance and Administration

**DATE:** February 28, 2020

**SUBJECT:** Conversion of PT Admin Assistant to a Financial Analyst

I recommend converting a PT Admin Assistant to a Financial Analyst. This position is needed more by the City at this time and would be a better use of resources. This position would perform financial analysis, budget analysis and preparation, financial report preparation, budget adjustment agenda item review, bond/project/grant financial compliance tracking, and various other tasks as assigned by the Director of Finance and Administration.

This position would help the city maintain strong oversight of financial results and conduct analysis that current staff does not have the time to perform.



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

**AN ORDINANCE CREATING A POSITION IN THE PAY  
PLAN FOR THE CITY OF BENTONVILLE, ARKANSAS.**

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

**Section 1:** That the position of "Financial Analyst", grade 20, should be and the same  
is hereby added to the City of Bentonville Pay Plan.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



| CHECK ALL THAT APPLY |                   |       |
|----------------------|-------------------|-------|
|                      | Bid Award         | Bid # |
| X                    | Budget Adjustment |       |
|                      | Change Order      |       |
|                      | Informational     |       |
|                      | Ordinance         |       |
|                      | Resolution        |       |
|                      | Other             |       |

### AGENDA FORM

CITY COUNCIL MEETING OF:

March 10, 2020

Submitted by:

Jake Harper

Department

Administration

Phone

271-6781

#### ACTION REQUIRED:

Approval of a budget adjustment to allow for the conversion of a Part-Time Administrative Assistant to a Financial Analyst (Grade 20).

#### COST TO CITY:

Cost of this Request: \$37,000

Additional Budget Amount \$37,000

☐ One time amount

☒ Continuing O and M

|                            |           |
|----------------------------|-----------|
| Previously Budgeted        | \$        |
| Funds Expended to Date     |           |
| Remaining Budget           | -         |
| Budget Adjustment          | 37,000    |
| Remaining After Adjustment | \$ 37,000 |

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

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PLEASE RECYCLE



## BUDGET ADJUSTMENT REQUEST FORM

**Budget Adjustment #**  
(Assigned by Admin)

Department: Administration

**Date of Request:** March 5, 2020

| Acct Number  | Account Name       | Revenue + (-) | Expense + (-) | Fund Balance + (-) |
|--------------|--------------------|---------------|---------------|--------------------|
| 101040-41010 | Salaries and Wages |               | \$ 25,000.00  | \$ (25,000.00)     |
| 101040-41577 | Benefits           |               | \$12,000.00   | \$ (12,000.00)     |
|              |                    |               |               | \$ -               |
|              |                    |               |               | \$ -               |
|              |                    |               |               | \$ -               |
|              |                    |               |               | \$ -               |
|              |                    |               |               | \$ -               |
|              |                    |               |               | \$ -               |
|              |                    |               |               | \$ -               |
|              |                    |               |               | \$ -               |
|              | Totals             | \$ -          | \$ 37,000.00  | \$ (37,000.00)     |

**Justification:**

Approval of a budget adjustment to allow for the for the conversion of a Part-Time Administrative Assistant to a Financial Analyst (Grade 20). This position is needed more by the City at this time and would be a better use of resources. This position would perform financial analysis, budget analysis and preparation, financial report preparation, budget adjustment review, bond/project/grant financial compliance tracking, and various other tasks as assigned by the Director of Finance and Administration.

FOR ACTING USE ONLY

Council Action:            Approved    Disapproved    Other \_\_\_\_\_

Date: \_\_\_\_\_ Date entered: \_\_\_\_\_ By: \_\_\_\_\_

Revised 5/1/07

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