



BENTONVILLE CITY COUNCIL AGENDA

Note – Due to health concerns related to COVID-19, and the current Federal recommendations to avoid gatherings of 10 or more people, some of all of the members of the City Council, as well as City staff members, are encouraged to attend this meeting by phone or other remote means. That being said, the Community Development Building will be open for the public to attend. Those that do attend will be asked to watch/listen to the meeting from the building’s lobby. Attendees will only be allowed into Council chambers to make a public comment or to speak during any public hearing on the agenda. Those who do attend should observe the CDC recommendations concerning hygiene, the use of masks or other facial coverings, and social distancing (keeping at least 6 feet away from other persons present at the meeting). Moreover, no one should attend this meeting if they are experiencing any type of illness involving a fever, sneezing or coughing, or shortness of breath. Those wishing to make public comments who cannot or do not want to attend the meeting may do so by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting and those comments will be communicated to the members of the Council and the Mayor. While emailed comments are encouraged, accommodation has also been made to allow Bentonville citizens to make “live” public comments orally in the event they cannot or do not feel comfortable attending the meeting in person. To do so, please send an email indicating a desire to make “live” oral public comments to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

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

**Tuesday, April 28, 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: April 14, 2020

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. (Costaldi Annexation). **(Pages 5-28)**

2. Planning:

- 2a. **Ordinance changing real estate from C-2, General Commercial to C-3, Central Commercial, Dakota Leasing, Inc., 307 S Walton Boulevard.**
(Pages 31-35)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as General Commercial. These areas 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. Vertical mixed-use developments are encouraged, but are not as high priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping. The site's existing commercial use, proximity to a five-lane arterial road, the downtown area, a large employer and other similar commercial uses as well as serving as a transition from the more intensive uses to the west and the single-family residences further to the east may justify a rezoning to C-3, Central Commercial. According to the applicant's narrative, the reason for the requested rezoning to C-3 is to develop a mixed-use development that will included residential, retail and office uses. The developer is planning a modern/ minimalist design aesthetic to create a lifestyle center with a sense of place along the Walton corridor. The request is consistent with the Future Land Use Plan. Staff recommends approval of the rezoning request due to its compatibility with the surrounding commercial uses and the potential to provide a variety of housing types and other services near the downtown core and along a major arterial road, which traverses the entire city.

- 2b. **Ordinance changing real estate from I-1, Light Industrial to C-2, General Commercial, City of Bentonville, SW Municipal Drive.**
(Pages 36-39)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Light Industrial. These areas include low-impact manufacturing, large-scale storage, distribution, and warehousing facilities. Light industrial activities are typically characterized as

having little or no environmental impact on surrounding properties. According to the applicant's narrative, the reason for the request is so that the proposed building can meet the less stringent setbacks of the C-2 zoning district, rather than encroach in to the 30-foot setback deemed by the current zoning of I-1. While the request is not consistent with the Land Use Plan, it is consistent with adjacent zonings and surrounding uses, therefore staff recommends approval.

- 2c. **Ordinance accepting a property line adjustment of Lots 148-154 of Willowbrook Farms Subdivision, Phase II, RLP Investments, Inc., SW Lucretia Road, R-1, Single Family Residential.**

(Pages 41-43)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 115-118, 120-121, and 136 of Willowbrook Farms Subdivision, Phase II, creating new Lots 148-154. All newly created lots are +/- 0.37 acres. The plat dedicates 10-foot and 20-foot utility easements along the adjusted lot lines of Lots 149-151.

- 2d. **Ordinance changing real estate from A-1, Agricultural to PRD, Planned Residential Development, Paul & Sue Ollar, SW Regional Airport Boulevard & Greenhouse Road.**

(Pages 44-89)

The Planning Commission voted 6-1, recommending approval.

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. 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. There is a 330-foot +/- existing floodplain between this property and the residential developments to the north that will serve as a natural buffer between the two uses. Site design, traffic and storm water concerns shall all be addressed at the time of large scale development. Staff recommends approval.

3. Approve the attached mowing contract for brush hog and mowing services by Luttrell Enterprises. This bid is not to exceed \$30,000.00 per year. Bid amounts are \$54.75 per hour for the lead and \$38.33 per hour for a helper for mowing services. \$137.19 per hour for lead and \$52.13 per hour for a helper for Brush Hogging services. Total bid price per hour is \$282.40.

(Pages 90-105)

4. Public hearing and ordinance vacating an Street Right of Way located in Walmart Subdivision on SE 10th Street, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 106-109)**
5. Public hearing and ordinance vacating a utility easement requested for Lot 3 of Presley Place Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas (North Main Street). **(Pages 110-115)**
6. Public hearing and ordinance vacating a utility easement requested for Lot 1 and 2 of Presley Place Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas (NW A Street). **(Pages 116-120)**
7. Bid Award to Superior Auto Group in the amount of \$45,648.00, Bid IFB-20-33 (1 Chevrolet Silverado Evidence and Crime Scene Vehicle Replacement to include equipment and upfitting). See attached bid tabulation and bid submission forms. (Note: This purchase will complete 6 of the 9 total vehicles budgeted in 2020. 5 vehicle purchases have already been completed, including 4 vehicles by a competitive bidding process and 1 vehicle through Arkansas State Bid. The remaining 3 vehicles are pending purchase via Arkansas State Bid. The total cost of all vehicles in our 2020 budget, including equipment and upfitting, will be below this year's budgeted amount. **(Pages 121-138)**
8. Resolution authorizing the Mayor and Clerk to enter into an Offer and Acceptance agreement for the exchange of land with Trailside Partners LLC. **(Pages 139-148)**
9. Bid Award of IFB-20-30, in the amount of \$59,357.00, to 81 Construction for Construction services for the Wishing Springs Trail Straightening Project. **(Pages 149-151)**
- 10a. Resolution authorizing the Mayor and City Clerk to enter into an agreement with EDG, in the total fee of \$338,375.00, for the Schematic Design and Construction Documents Phase for the Future SW 28th Street Park. **(Pages 152-167)**
- 10b. Budget adjustment for City Council approval, in the amount of \$65,000.00, to recognize a grant award from the Walton Family Foundation for design services for the park design for the 28th Street Park. **(Pages 168-175)**
- 10c. Budget adjustment for City Council approval, in the amount of \$73,375.00, to recognize a budget adjustment for design services for the 28th Street Park from Parks Impact Fees. **(Pages 176-178)**
11. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Utility Financial Solutions, LLC to perform an electric cost of service study for \$44,500.00. This is a 2020 budgeted item. **(Pages 179-209)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 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. (Costaldi 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 16th day of March, 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 1 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 April, 2020.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. LINDA SPENCE, City Clerk

COSTALDI ANNEXATION
Exhibit "A"

COSTALDI TRUST, INGRID D. _____ 18-07531-000

Costaldi Annexation

Exhibit "B"

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20, Township 20N, Range 30W, Benton County, Arkansas and more particularly described as follows:

Commencing at the SE Corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$.

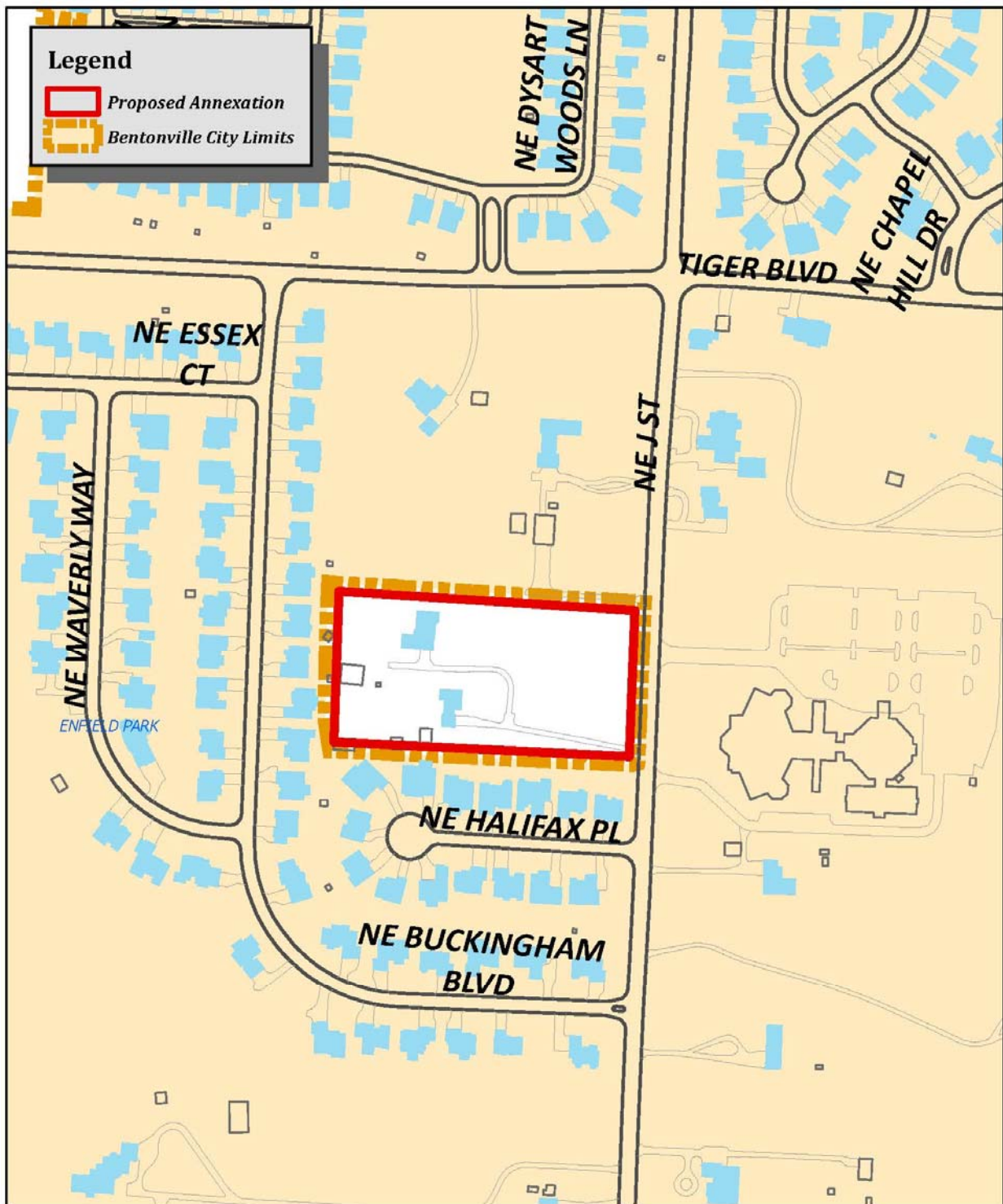
Thence N $0^{\circ} 9' 43''$ E, 330.13' for the Point of Beginning;

Thence N $88^{\circ} 42' 24''$ W, 657.79';

Thence N $0^{\circ} 4' 17''$ E, 334.10';

Thence S $88^{\circ} 21' 44''$ E, 658.41';

Thence S $0^{\circ} 9' 43''$ W, 330.13' to the Point of Beginning.



1 inch = 250 feet

*Costaldi Annexation
Exhibit "B"*



BENTON COUNTY

STATE OF ARKANSAS

BETSY HARRELL

RECEIVED MAR 23 2020

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

March 16, 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,



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

2020 MAR 16 AM 10:38

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

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

COUNTY COURT CASE NO. CC 2020-05

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

3/16/2020

2020 1474

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

FILED

2020 MAR 10 AM 7:58

BETSY HARRELL
COUNTY CLERK
CC 2020-05

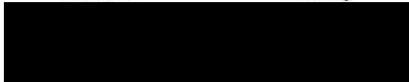
VERIFICATION OF PETITION FOR ANNEXATION PURSUANT TO ACA § 14-40-609

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 MAR 10 AM 7:58

DETCY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

Date: March 6, 2020
Subject: Proposed Annexation Checklist
CC 2020-05 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.

~~NA~~ [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 me if you have any questions.

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

FILED

2020 MAR -3 AM 8:38

PETSY HARELL
CO & PUBLIC CLERK
BENTON COUNTY, AR

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

NO. PC 2020-05

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 2/19/2020

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.

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 is attached hereto as Exhibit "C" and is made part of this petition as if set out word for word herein.

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.

FILED
2020 MAR -3 AM 8:38
CLERK OF DISTRICT COURT
BENTONVILLE, AR

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.

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.

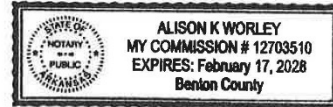

Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner

COSTALDI TRUST INGRID D.
Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

18-07531-000

Parcel number of property to be annexed

ACKNOWLEDGMENT



State of Arkansas)
) ss.
County of Benton)

On this the 19 day of February, 2018, before me, the undersigned officer, personally appeared Ingrid Costaldi, 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.


NOTARY PUBLIC

My Commission Expires:

2/17/2028

FILED
2018 MAR -3 AM 8:38
BENTON COUNTY ARKANSAS

EXHIBIT "A"
Costaldi Annexation

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20, Township 20N, Range 30W, Benton County, Arkansas and more particularly described as follows:

Commencing at the SE Corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$.

Thence N $0^{\circ} 9' 43''$ E, 330.13' for the Point of Beginning;

Thence N $88^{\circ} 42' 24''$ W, 657.79';

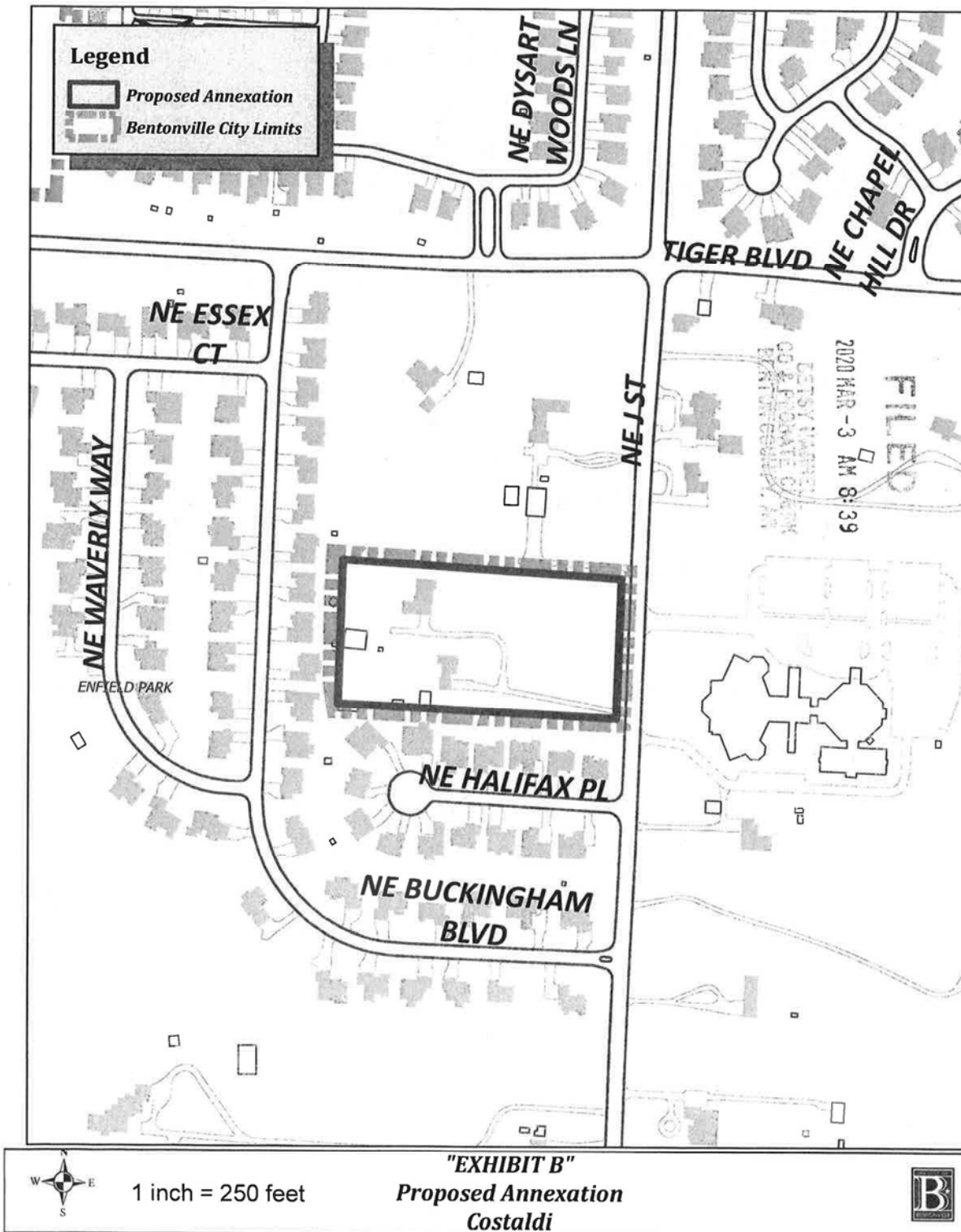
Thence N $0^{\circ} 4' 17''$ E, 334.10';

Thence S $88^{\circ} 21' 44''$ E, 658.41';

Thence S $0^{\circ} 9' 43''$ W, 330.13' to the Point of Beginning.

FILED
2020 MAR -3 AM 8:39

FILED



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

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

Greenbrier
8 Wilson Farm Road, Suite A
Greenbrier, AR 72058

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

2020 MAR -3 AM 8:39
FILED
RECORDED

January 28, 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.

Sincerely,

Benton County Manager

First National Title

www.firstnationaltitle.net

COSTALDI ANNEXATION
EXHIBIT "C-1"

COSTALDI TRUST, INGRID D _____ 18-07531-000

FILED
2020 MAR -3 AM 8:39
CLERK OF DISTRICT COURT
JANUARY 10 2020

Costaldi Annexation
Exhibit "C-2"

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20, Township 20N, Range 30W, Benton County, Arkansas and more particularly described as follows:

Commencing at the SE Corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$.

Thence N $0^{\circ} 9' 43''$ E, 330.13' for the Point of Beginning;

Thence N $88^{\circ} 42' 24''$ W, 657.79';

Thence N $0^{\circ} 4' 17''$ E, 334.10';

Thence S $88^{\circ} 21' 44''$ E, 658.41';

Thence S $0^{\circ} 9' 43''$ W, 330.13' to the Point of Beginning.

FILED
2020 MAR -3 AM 8:39
BENTON COUNTY ARKANSAS

EXHIBIT "D"

Greetings:

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property (Costaldi 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,



STATE OF
ARKANSAS
RECEIVED
NO. 11416
TRAVIS W. MATLOCK
2/20/20

Travis Matlock, P.E.

FILED
2020 MAR -3 AM 8:39
CLERK OF COURT
BENTONVILLE, AR

COSTALDI ANNEXATION
EXHIBIT "D-1"

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20, Township 20N, Range 30W, Benton County, Arkansas and more particularly described as follows:

Commencing at the SE Corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$.

Thence N $0^{\circ} 9' 43''$ E, 330.13' for the Point of Beginning;

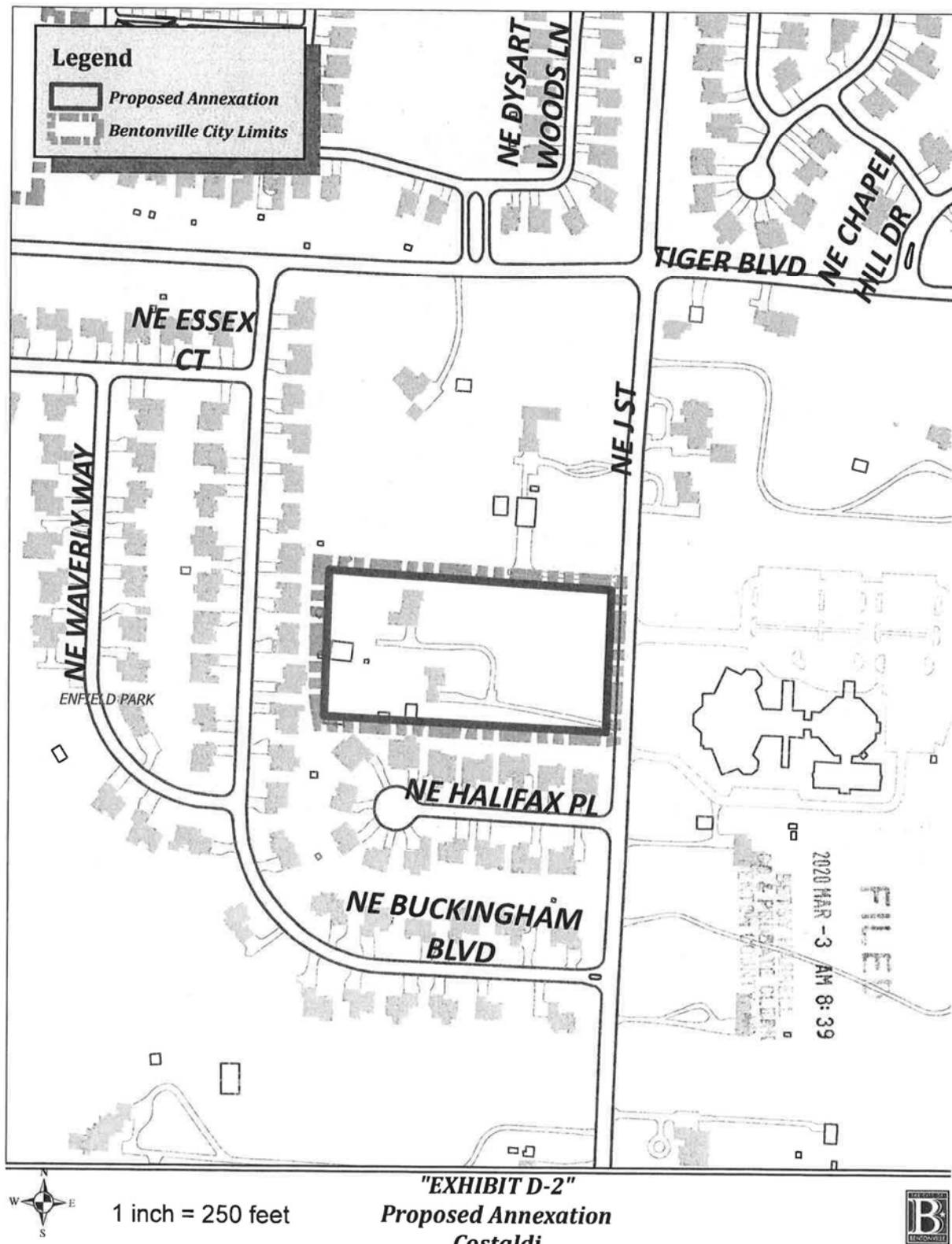
Thence N $88^{\circ} 42' 24''$ W, 657.79';

Thence N $0^{\circ} 4' 17''$ E, 334.10';

Thence S $88^{\circ} 21' 44''$ E, 658.41';

Thence S $0^{\circ} 9' 43''$ W, 330.13' to the Point of Beginning.

FILED
2020 MAR -3 AM 8:39
CLERK OF DISTRICT COURT
BENTON COUNTY, ARK.





**ARKANSAS
GIS OFFICE**

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

February 19, 2020

Mr. Jim Wheelless
GIS Coordinator – City of Bentonville
305 SW A Street
Bentonville, AR 72712

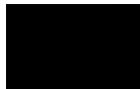
RE: City of Bentonville Coordination Requirement

Mr. Wheelless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville, AR described as the "Costaldi Annexation" and located in Section 20, Township 20 North, Range 30 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 90th 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\Pea_Ridge\20191008\Doc\20191008_Pea Ridge_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



EXHIBIT "A"
Costaldi Annexation

Part of the SE ¼ of the SW ¼ of Section 20, Township 20N, Range 30W, Benton County, Arkansas and more particularly described as follows:

Commencing at the SE Corner of said SE ¼ of the SW ¼.

Thence N 0° 9' 43" E, 330.13' for the Point of Beginning;

Thence N 88° 42' 24" W, 657.79';

Thence N 0° 4' 17" E, 334.10';

Thence S 88° 21' 44" E, 658.41';

Thence S 0° 9' 43" W, 330.13' to the Point of Beginning.

FILED
2020 MAR -3 AM 8:40
BENTON COUNTY, ARK.



City Council Agenda Items
For City Council Meeting of April 28, 2020
From the April 21, 2020 Planning Commission Meeting

Ordinance changing real estate from C-2, General Commercial to C-3, Central Commercial, Dakota Leasing, Inc., 307 S Walton Boulevard.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as General Commercial. These areas 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. Vertical mixed-use developments are encouraged, but are not as high priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping. The site's existing commercial use, proximity to a five-lane arterial road, the downtown area, a large employer and other similar commercial uses as well as serving as a transition from the more intensive uses to the west and the single-family residences further to the east may justify a rezoning to C-3, Central Commercial. According to the applicant's narrative, the reason for the requested rezoning to C-3 is to develop a mixed-use development that will include residential, retail and office uses. The developer is planning a modern/ minimalist design aesthetic to create a lifestyle center with a sense of place along the Walton corridor. The request is consistent with the Future Land Use Plan. Staff recommends approval of the rezoning request due to its compatibility with the surrounding commercial uses and the potential to provide a variety of housing types and other services near the downtown core and along a major arterial road, which traverses the entire city.

Ordinance changing real estate from I-1, Light Industrial to C-2, General Commercial, City of Bentonville, SW Municipal Drive.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Light Industrial. These areas include low-impact manufacturing, large-scale storage, distribution, and warehousing facilities. Light industrial activities are typically characterized as having little or no environmental impact on surrounding properties. According to the applicant's narrative, the reason for the request is so that the proposed building can meet the less stringent setbacks of the C-2 zoning district, rather than encroach in to the 30-foot setback deemed by the current zoning of I-1. While the request is not consistent with the Land Use Plan, it is consistent with adjacent zonings and surrounding uses, therefore staff recommends approval.

Ordinance accepting a property line adjustment of Lots 148-154 of Willowbrook Farms Subdivision, Phase II, RLP Investments, Inc., SW Lucretia Road, R-1, Single Family Residential.

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 115-118, 120-121, and 136 of Willowbrook Farms Subdivision, Phase II, creating new Lots 148-154. All newly created lots are +/- 0.37 acres. The plat dedicates 10-foot and 20-foot utility easements along the adjusted lot lines of Lots 149-151.

Ordinance changing real estate from A-1, Agricultural to PRD, Planned Residential Development, Paul & Sue Ollar, SW Regional Airport Boulevard & Greenhouse Road.

The Planning Commission voted 6-1, recommending approval.

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. 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. There is a 330-foot +/- existing floodplain between this property and the residential developments to the north that will serve as a natural buffer between the two uses. Site design, traffic and storm water concerns shall all be addressed at the time of large scale development. Staff recommends approval.

REZONING STAFF REPORT



Dakota Leasing, Inc.

307 South Walton Blvd.

PC Date: 4/21/2020

Reviewer: Jon Stanley, Senior Planner

Project Number	RZ20-0014
Applicant / Current Owner	Dakota Leasing Inc.
Site Area	+/- 5.05 acres
Current Zoning	C-2, General Commercial
Requested Zoning	C-3, Central Commercial
Future Land Use Map Designation	Commercial (C)

<https://arcg.is/08HvK8>

Location Map



Property Description

This property is located at 307 South Walton Blvd. Currently, an abandoned gas station is located on the site. C-2 General Commercial is located to the north, south and west of the property, R-1 Single Family Residential borders the properties northern and eastern boundaries.

Relationship to the General Plan

The Future Land Use Plan depicts this property as General Commercial. These areas 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. Vertical mixed-use developments are encouraged, but are not as high priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

Public Comment

At the time of this report, staff has received one phone call and no written objections.

Analysis

The site's existing commercial use, proximity to a 5 lane arterial road, the downtown area, a large employer and other similar commercial uses as well as serving as a transition from the more intensive uses to the west and the single-family residences further to the east may justify a rezoning to C-3, Central Commercial. According to the applicant's narrative, the reason for the requested rezoning to C-3 is to develop a mixed-use development that will included residential, retail and office uses. The developer is planning a modern/minimalist design aesthetic to create a lifestyle center with a sense of place along the Walton corridor.

Conclusion

The request is consistent with the Future Land Use Plan. Staff recommends approval of the rezoning request due to its compatibility with the surrounding commercial uses and the potential to provide a variety of housing types and other services near the downtown core and along a major arterial road that traverses the entire city.

**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

March 16, 2020

Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Rezoning of Property at 307 S. Walton Boulevard

Dear Planning Staff:

This letter intended to serve as the narrative portion of the application packet for the rezoning of certain property at 307 S. Walton Boulevard, Bentonville, Arkansas.

The current owner of the property is Dakota Leasing, Inc. Casper One, LLC is both the proposed buyer of the property and the applicant in this rezoning application. The parcel is currently zoned C-2, Commercial and the applicant is requesting that it be rezoned to C-3, Mixed-use Commercial. The purpose for rezoning the abovementioned parcel is to allow the buyer to develop the parcel into a mixed use development, including residential, retail and office uses. As stated above, the parcel is currently zoned C-2, which does not allow for residential uses. The development is currently planned to have a modern/minimalist design aesthetic, and will strive to create a lifestyle center with a sense of place on the S. Walton Corridor.

The property is bounded on the West by Walton Boulevard/Hwy 71B, bounded to the North and South by food establishments, and is bounded on the East by the Bentonville Cemetery. Additionally, the property is adjacent to a small residential neighborhood on the Northeast side. The development is compatible with the surrounding commercial uses, and the cemetery, being a public use, is unlikely to be affected either. Likewise, being mixed use, the development will be compatible with the small neighborhood to the northeast.

As for traffic, the property is located on S. Walton Boulevard/Hwy 71B, which is a major arterial roadway. Accordingly, Walton Boulevard should have more than adequate capacity to serve the needs of this project. As for signage, there is an existing pole sign on the property which the buyer would like to retain the use of. Otherwise, the buyer has not determined plans for signage yet. Lastly, as for water and sewer availability, there is a water line which runs along the West side of the property parallel to Walton Boulevard, and there is a eight inch (8") sewer line which runs along the East side of the Property.

1106 WEST POPLAR STREET
ROGERS, AR 72756
PH: 479-636-2168
FX: 479-636-6098
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

Planning Department
Page 2

Thank you for considering this rezoning request. If you have any questions, do not hesitate to contact me at 479-636-2168.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

Will A. Kellstrom

WK:
pc:

1106 WEST POPLAR STREET
ROGERS, AR 72756
PH: 479-636-2168
FX: 479-636-6098
WWW.WATKINSLAWOFFICE.COM

REAL ESTATE, CONSTRUCTION & LIEN LAW, LAND USE & PLANNING
CORPORATE & COMMERCIAL LAW, BANKING, BANKRUPTCY
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ESTATE PLANNING, ELDER LAW, PROBATE, TRUST LITIGATION
CIVIL LITIGATION, COMMERCIAL & CONSUMER DEBT COLLECTION

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-2, GENERAL COMMERCIAL TO C-3, CENTRAL COMMERCIAL (PROJECT NUMBER: RZ20-0014).

WHEREAS, Dakota Leasing, Inc. 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 C-2, General Commercial to C-3, Central Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE FRACTIONAL N½ OF THE NORTHWEST ¼ OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING 379.13 FEET SOUTH OF THE NORTHWEST CORNER OF THE SAID FRACTIONAL NORTH ½ OF THE NORTHWEST ¼, THENCE SOUTH 316 4/5 FEET, THENCE EAST 50 RODS, THENCE NORTH 316 4/5 FEET, THENCE WEST 50 RODS TO THE PLACE OF BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF HIGHWAY NO. 71 ACROSS THE WEST SIDE THEREOF, AND WATER AND SEWER EASEMENTS OF RECORD. LESS AND EXCEPT THE FOLLOWING; TO-WIT: A PART OF THE NW¼ OF THE NW¼ OF SECTION 31, T-20-N, R-30-W, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE CONTINUE SOUTH 379.13 FEET AND EAST 62.80 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE EAST RIGHT-OF-WAY OF WALTON BOULEVARD; THENCE EAST 287.20 FEET TO A SET IRON PIN; THENCE SOUTH 116.80 FEET TO A SET IRON PIN; THENCE WEST 292.80 FEET TO A SET IRON PIN; SAID POINT BEING ON THE EAST RIGHT-OF-WAY OF WALTON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY N 02-45-50 E 116.80 FEET TO THE POINT OF BEGINNING, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 21, 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 C-2, General Commercial to C-3, Central 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 C-2, General Commercial to C-3, Central 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



City of Bentonville Community Development Building

SW Municipal Drive

PC Date: 4/21/2020

Reviewer: Ali Worley, Planning Technician

Project Number	RZ20-0015
Applicant / Current Owner	City of Bentonville 117 W Central Avenue Bentonville, AR 72712
Site Area	+/- 32.64 acres
Current Zoning	I-1, Light Industrial
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Industrial (I)

Property Description

The property is located at the southeast corner of the existing City Municipal Complex. Adjacent zonings are C-2, General Commercial, to the north, south, and east, A-1, Agricultural, to the south, and I-1, Light Industrial, to the west.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Light Industrial. These areas include low-impact manufacturing, large-scale storage, distribution, and warehousing facilities. Light industrial activities are typically characterized as having little or no environmental impact on surrounding properties.

Public Comment

Staff has NOT received public comment regarding this request.

<https://arcg.is/08Hvk8>

Location Map



Analysis

According to the applicant's narrative, the reason for the request is so that the proposed building can meet the less stringent setbacks of the C-2 zoning district, rather than encroach in to the 30-foot setback deemed by the current zoning of I-1.

Conclusion

While the request is not consistent with the Land Use Plan, it is consistent with adjacent zonings and surrounding uses, therefore staff recommends approval.



Ellen Norvell
City of Bentonville
315 S.W. "A" St.
Bentonville, AR 72712

March 16, 2020

**Re: City of Bentonville - Community Development Building
3150 SW Municipal Drive
Rezone Request**

Dear Ms. Norvell:

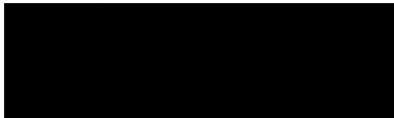
Please accept this letter as a request to rezone a portion of the property described as the Bentonville Municipal Building and Site, Parcel ID 01-08930-000, containing approximately 32.64 acres.

The request for a rezone is due to the desired size and location of the new Community Development Building being placed along the southern portion of the site along the north right-of-way line of SW Municipal Drive and adjacent to the existing parking lot for the Municipal Building.

Current zoning of the property, I-1 light industrial, creates a 30' building setback line. The proposed building location exceeds this setback by approximately 9.4'. Rezoning a portion of the property that would incorporate the proposed building and parking lot addition to C-2, general commercial, would allow the front setback to be set at 20' and avoid encroachment into the setback line by the proposed structure.

If you have any questions or need additional information, please do not hesitate to call, 479-273-2209.

Sincerely,
Morrison Shipley Engineers, Inc.



Larry Grelle, Project Manager

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF I-1, LIGHT INDUSTRIAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ20-0015).

WHEREAS, City of Bentonville 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 I-1, Light Industrial to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF LOT 3 KEELING SUBDIVISION AS RECORDED IN PLAT BOOK 2015 AT PAGE 664, NOVEMBER 9, 2015, BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A ONE-HALF INCH (1/2") REBAR MARKING THE SOUTHWEST CORNER OF SAID LOT 3, KEELING SUBDIVISION; THENCE BY BEARING AND DISTANCE (BASIS OF BEARING, GRID NORTH), SOUTH 87°41'46" EAST ALONG THE SOUTH LINE THEREOF A DISTANCE OF 540.88 FEET; THENCE NORTH 02°36'43" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 3 AND THE WEST RIGHT-OF-WAY LINE OF SW MUNICIPAL DRIVE A DISTANCE OF 128.98 FEET; THENCE SOUTH 87°43'01" EAST CONTINUING ALONG SAID SOUTHERLY LINE AND THE NORTH RIGHT-OF-WAY LINE OF SW MUNICIPAL DRIVE A DISTANCE OF 265.10 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHERLY LINE AND NORTH RIGHT-OF-WAY LINE, NORTH 02°16'59" EAST A DISTANCE OF 130.46 FEET; THENCE SOUTH 88°02'26" EAST A DISTANCE OF 261.03 FEET; THENCE SOUTH 01°57'34" WEST A DISTANCE OF 118.07 FEET TO SAID SOUTHERLY LINE AND NORTH RIGHT-OF-WAY LINE; THENCE 95.13 FEET ALONG SAID SOUTHERLY LINE AND NORTH RIGHT-OF-WAY LINE AND A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 324.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83°52'17" WEST 94.79 FEET; THENCE NORTH 87°43'01" WEST CONTINUING ALONG SAID SOUTHERLY LINE AND NORTH RIGHT-OF-WAY LINE A DISTANCE OF 167.92 FEET TO THE POINT OF BEGINNING.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 21, 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 I-1, Light Industrial 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 I-1, Light Industrial 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:

MAYOR

ATTEST:

CITY CLERK



Consent Agenda Items

For Planning Commission meeting of April 21, 2020

Reviewer: Ali Worley, Planning Technician

- ❖ At the Technical Review meeting held on April 14, 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.

Property Line Adjustment: Lots 148-154 of Willowbrook Farms Subdivision, Phase II, RLP Investments, Inc., SW Lucretia Road, R-1, Single Family Residential, PL120-0021

A property line adjustment of Lots 115-118, 120-121, and 136 of Willowbrook Farms Subdivision, Phase II, creating new Lots 148-154. All newly created lots are +/- 0.37 acres. The plat dedicates 10-foot and 20-foot utility easements along the adjusted lot lines of Lots 149-151.

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

GENERAL NOTES:

- Basis of Bearings: Grid North, Arkansas State Plane Coordinate System, North Zone (0001), NAD 83, based on RT Kinematic (RTK) GNSS Observations from City of Bentonville GPS Monument #84, having published values of: Lat: 36°27'09.79" N / Long: 94°12'50.30" W and a Combined Scale Factor: (Ground to Grid) = 0.99996638.
- Grid North Convergence: At the Northeast corner of the S1/2 NE 1/4, Section 10, T39N, R31W, route from Grid North 01°18'51" to the Left for True North.
- Vertical Datum: NAVD83 (Geoid 128). Site elevations are based on RTK GNSS observations from the City of Bentonville GPS Monument #84, having a published elevation of 1246.11 feet.
- Flood Information: Based upon review of 9909 FEMA Benton County Arkansas and Incorporated Areas Map Number 060202025K, Map Revised June 6, 2012, and by graphic plotting only: Lots 148-151 and Lots 152 and 153, all lie within Zone X. Areas determined to be outside the 0.2% annual chance floodplain. By graphic plotting only, Lot 154 lies within Zone X. Other Flood Areas of 0.2% annual chance flood, areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile: Zone AE, Special Flood Hazard Areas subject to inundation by the 1% annual chance flood, and Zone X. Areas determined to be outside the 0.2% annual chance floodplain. This Land Surveyor and Engineer, Morrison-Shipley Engineers, Inc., assumes no liability for the consequences of the information shown on this map. The user of this map is advised that the map is for informational purposes only and should not be used to determine the limits of potential flood hazard areas. Flood Hazard Maps are subject to be changed, updated, and revised, and the purchaser or other interested parties of any lots or lands along or adjacent to any flood hazard areas, should review current maps and satisfy themselves of the location and limits of any potential flood hazard areas, and any associated risk.
- Lot 154 is Common Area and will be owned and maintained by either the developer or the Property Owners Association.
- Before any work in the right-of-way commences, contractor and/or owner is to obtain right-of-way permit from the City of Bentonville, Transportation Department.
- Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer, and electric service.
- Sidewalk construction shall be the responsibility of the builder or owner/developer at the time of building permit issuance and in accordance with the City of Bentonville design standards. Handicap access ramps and sidewalks along non-build-to lot frontages shall be constructed by the developer. Builders building within lots or owner/developer shall be responsible for the replacement of any existing sidewalks or ADA ramps damaged during construction.
- There shall be no fences or any other structures built within any Driveway or Utility Easement.
- Every recorded document reviewed and considered as a part of this survey is noted herein. Surveyor has made no investigation or independent search for easements or other encumbrances or facts that an accurate and current title search would disclose. There may exist other documents of record or facts affecting this parcel.

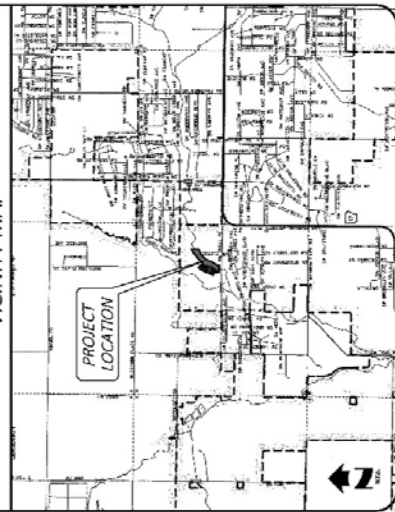
ENGINEERING NOTES: - From Final Plat Book 2017, Page 937:

- Minimum Finish Elevations: Minimum Finish Floor Elevations (FFE) are provided for lots that are adjacent to a public drainage structure, drainage easements, or flood hazard areas. The elevations shown are three-feet (3') above predicted 100-year flood elevation or one-foot (1') above the highest planned adjacent back of curb elevation. These Minimum Finish Floor Elevations (FFE) are calculated using the 100-year flood elevation and the existing ground surface drainage facilities within drainage easements or adjacent flood hazard areas. However, sound engineering judgment should be utilized for each structure and each lot to prevent local flood flooding due to inadequate site design.
- Any fill placed in the building pad areas shall be tested for appropriate compaction by a Geotechnical Engineer.

SURVEYOR'S NOTES:

1. The distance measured to the existing structures on Lots 150 and 151 is calculated, being a four-inch (4") offset from the surveyed exterior brick veneer and is a calculated measure to frame line per request by the client.
2. The Top of Foundation Finish Floor Elevation (FFE) of the existing structure on Lot 150 (previously Lot 117), Building Permit No. 19-0113, 3569 SW Lucretia Road, FFE Certification Report issued 4/29/2019, is 1230.0 feet (NAV088).
3. The Top of Foundation Finish Floor Elevation (FFE) of the existing structure on Lot 153 (previously Lot 123), Building Permit No. 19-0150, 3603 SW Lucretia Road, FFE Certification Report issued 5/24/2019, is 1225.0 feet (NAV088).

VICINITY MAP



PARENT TRACT DESCRIPTION:

Lots 115, 116, 117, 118, 120, and 121 of Willowbrook Farms Phase II, per record plat filed for Record Book 2017, Page 937, as recorded in the public records of Benton County, Arkansas.

CERTIFICATE OF APPROVAL:

Pursuant To The Bentonville Subdivision Regulations And All Other Conditions And Approvals Having Been Completed, This Document is Hereby Accepted. This Certificate is Hereby Executed Under The Authority Of The Said Rules And Regulations.

Date Of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City Of Bentonville

Signed: _____
City Clerk, City Of Bentonville

CERTIFICATE OF SURVEY ACCURACY

I, Keith A. Shipley, hereby certify that this plat correctly represents a boundary survey made by me or under my supervision and that the boundary lines and lot corners shown accurately exist and that the survey was made in accordance with the minimum standards for land surveyors have been met.

Date of Execution: April 06, 2020



Arkansas Professional Surveyor #1507

Setbacks shall be per the current zoning district as stated in the City of Bentonville Zoning Code. The setbacks shall be measured from the centerline of the lot line. The setbacks shall be measured from the centerline of the lot line. The setbacks shall be measured from the centerline of the lot line.

CERTIFICATE OF OWNERSHIP

We The Undersigned, Owners Of The Real Estate Shown And Described Herein, Do Hereby Certify That The Real Estate Shown And Described Herein, Is Not Subject To Any Other Claims, Liens, Etc. As Shown On Said Plat.

Source Of Title: Special Warranty Deed 2015 Page 33546
Source Of Title: LUC Warranty Deed 1203911354
Source Of Title: LUC Warranty Deed 1203912840

Signed: _____
Russell Lee Plummer, Manager
RIP Developments, LLC

State Of Arkansas

County Of _____

Sworn And Subscribed Before Me This Day _____ of _____, 2020.

Notary Public: _____

My Commission Expires: _____

Source Of Title: LUC Warranty Deed 1203911354
Source Of Title: LUC Warranty Deed 1203912840

Signed: _____
Russell L. Plummer, President
RIP Investments Inc

State Of Arkansas

County Of _____

Sworn And Subscribed Before Me This Day _____ of _____, 2020.

Notary Public: _____

My Commission Expires: _____

ATLAS PAGE 452

PROPERTY LINE ADJUSTMENT

being a Replat of Lots 115-118, 120, 121, & 136
Willowbrook Farms Subdivision, Phase II
Creating Lots 148-154

WILLOWBROOK FARMS SUBDIVISION, PHASE II

Bentonville, Benton County, Arkansas
City of Bentonville Project # LSD20-0018

Project No. RLP-01

Date 04.06.2020

Owner: RIP Investments Inc
Checked By: KAS

Sheet 1 of 2

MORRISON SHIPLEY

2467 SE COTTONWOOD STREET • BENTONVILLE, AR 72713 • 479-273-2209 • MORRISONSHIPLEY.COM

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
148-154 OF WILLOWBROOK FARMS SUBDIVISION, PHASE II TO THE CITY
OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA20-0021).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 148-154 of Willowbrook Farms Subdivision, Phase II of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on April 21, 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 148-154 of Willowbrook Farms Subdivision, Phase II 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

REZONING STAFF REPORT



The Reserve Bentonville

SW Regional Airport Boulevard & Greenhouse Road

PC Date: 4/21/2020

Reviewer: Jon Stanley, Senior Planner

Project Number	PRD19-0003
Applicant / Current Owner	Paul & Sue Ollar 2822 Highland Drive 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+ foot 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 Boulevard 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.

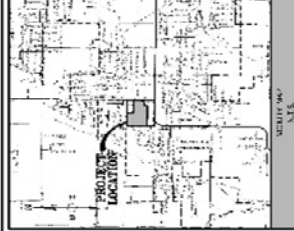
At 8-14 units per acre, the density that is proposed within this PRD is consistent with the adjacent medium density residential developments located to the south and east and offers a variety of housing types, including a balance of townhouse and multi-family units. The proposed density and character 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. There is a 330-foot +/- existing floodplain between this property and the residential developments to the north that will serve as a natural buffer between the two uses. Site design, traffic and storm water concerns shall all be addressed at the time of large scale development. Staff recommends approval.

152

BUILDING TYPE	TOTAL UNITS
1. APARTMENTS - 1,000 UNITS	2. GARDEN APARTMENTS - 100 UNITS
3. CONDOMINIUMS - 2,000 UNITS	4. LOW-RISE APARTMENTS - 200 UNITS
5. OTHERS - 100 UNITS	



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 2822 Highland Drive 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

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Location Map



Property Description

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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.

[illegible]

CSI 5 LOOP PLAN COPY
SHEET = 12



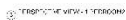
The image displays two symmetrical floor plans for a two-story house, labeled 'FIRST FLOOR' and 'SECOND FLOOR'. The plans are mirrored across a central vertical axis.

FIRST FLOOR:

- Left Side (Mirror Image):** Features a living room at the front, a dining room, a kitchen with a breakfast room, a bedroom, a bathroom, and a closet.
- Right Side (Mirror Image):** Features a living room at the front, a dining room, a kitchen with a breakfast room, a bedroom, a bathroom, and a closet.
- Central Area:** A breezeway connects the two sides, with a central hall and stairs leading up and down.

SECOND FLOOR:

- Left Side (Mirror Image):** Features a living room at the front, a dining room, a kitchen, a bedroom, a bathroom, and a closet.
- Right Side (Mirror Image):** Features a living room at the front, a dining room, a kitchen, a bedroom, a bathroom, and a closet.
- Central Area:** A breezeway connects the two sides, with a central hall and stairs leading up and down.

[illegible]



1. BUILDING ELEVATION
1/8" = 1'-0"



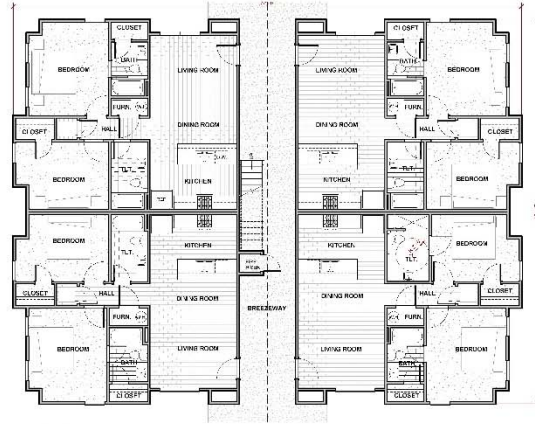
2. BUILDING ELEVATION
1/8" = 1'-0"

AREA SCHEDULE			
NO.	DESCRIPTION	AREA	TOTAL
1	FIRST FLOOR	1,100	1,100
2	SECOND FLOOR	1,100	2,200



Norris
Est. 2007

3. 3D PERSPECTIVE VIEW
1/8" = 1'-0"



4. FIRST FLOOR PLAN
1/8" = 1'-0"



5. BUILDING ELEVATION
1/8" = 1'-0"



6. BUILDING ELEVATION
1/8" = 1'-0"

AREA SCHEDULE			
NO.	DESCRIPTION	AREA	TOTAL
1	FIRST FLOOR	1,100	1,100
2	SECOND FLOOR	1,100	2,200



7. 3D PERSPECTIVE VIEW
1/8" = 1'-0"



8. FIRST FLOOR PLAN
1/8" = 1'-0"

blueROCK
design + build
479-895-8888 • BUILDINGDESIGN@GMAIL.COM

PROPOSED PROJECT FOR:
THE RESERVE AT BENTONVILLE
GREENHOUSE RD. BENTONVILLE, ARKANSAS



DATE: 11/19
PROJECT NO: 102
MF2.0

blueROCK
design + build
479-895-8888 • BUILDINGDESIGN@GMAIL.COM

PROPOSED PROJECT FOR:
THE RESERVE AT BENTONVILLE
GREENHOUSE RD. BENTONVILLE, ARKANSAS



DATE: 11/19
PROJECT NO: 102
ST1

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO PRD, PLANNED RESIDENTIAL DEVELOPMENT (PROJECT NUMBER: PRD19-0003).

WHEREAS, Paul & Sue Ollar 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 PRD, Planned Residential Development to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION ELEVEN (11), TOWNSHIP NINETEEN NORTH (T-19-N), RANGE THIRTY-ONE WEST (R-31-W) OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 (W 1/4 CORNER) OF SAID SECTION 11, SAID POINT BEING A FOUND NAIL IN CAP; THENCE ALONG THE WEST LINE OF SAID SW 1/4 OF THE NW 1/4, N02°23'38"E A DISTANCE OF 344.09 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A SET IRON PIN WITH CAP "PLS 1156"; THENCE CONTINUING ALONG SAID WEST LINE, N02°23'38"E A DISTANCE OF 975.28 FEET TO THE NORTHWEST CORNER OF SAID SW 1/4 OF THE NW 1/4 AND A FOUND ALUMINUM MONUMENT "PLS 1005"; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID SW 1/4 OF THE NW 1/4, S87°41'39"E A DISTANCE OF 665.56 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID NORTH LINE, S02°19'11"W A DISTANCE OF 330.00 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S87°41'39"E A DISTANCE OF 660.00 FEET TO THE EAST LINE OF SAID SW 1/4 OF THE NW 1/4 AND A COMPUTED POINT IN GREENHOUSE ROAD; THENCE ALONG THE EAST LINE OF SAID SW 1/4 OF THE NW 1/4 AND ALONG GREENHOUSE ROAD, S02°19'11"W A DISTANCE OF 362.58 FEET TO A COMPUTED POINT ON THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT OF WAY; THENCE LEAVING SAID EAST LINE AND GREENHOUSE ROAD AND ALONG SAID RIGHT OF WAY,

N87°39'36"W A DISTANCE OF 44.39 FEET TO A FOUND IRON PIN WITH CAP "GARVER LLC 1392"; THENCE S13°07'02"W A DISTANCE OF 119.86 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE LEAVING SAID RIGHT OF WAY, N87°14'20"W A DISTANCE OF 238.94 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE S02°45'40"W A DISTANCE OF 175.00 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N87°14'20"W A DISTANCE OF 1019.73 FEET TO THE POINT OF BEGINNING, CONTAINING 23.47 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY OF GREENHOUSE ROAD ON THE EAST SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 21, 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 PRD, Planned Residential Development.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, Agricultural to PRD, Planned Residential Development 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

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.

Ronald H. Campbell

Bentonville, AR

RECORD OR FACT.

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☐ 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.

Desiree de melo Dare

Physical Address

72713

- 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.)

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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

Signature

Vivian Allen Perick

Physical Address

Bentonville, AR 72713

RECORD OR FACT.

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☐ 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, SWA LIDGE, WOULD BE OKAY. THANKS!

MANUEL S. CERVANTES / CARMEN E. HERNANDEZ

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.)

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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.

Alicia Hoeft

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

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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 gravel 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

Leslie Brown

Signature

Printed Name

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!

Alison Worley

From: Stan Ackerman [REDACTED]
Sent: Tuesday, April 21, 2020 12:08 PM
To: Planning
Subject: Apartment complex planned for the west corner of Greenhouse road and Airport road HW12

I am against putting the apartment complex in on the west corner of Greenhouse and Airport road. "I" street has apartments going up like there is a gold rush and I don't believe they will be fully occupied when finished.

All these apartments will bring increased traffic to a current overly used Greenhouse Road. Prior to Covid-19 Greenhouse was like a freeway all day and you had to wait several minutes to pull out from 28th street. More residents will only increase an over used road.

Also, it has been my experience that more apartments, will in the long run decrease property values for us home owners.

I would highly recommend not building anymore apartments in West Bentonville.

Stan Ackerman
[REDACTED]

Sent from my iPad



April 21, 2020

Re: "The Reserve Bentonville" - rezoning at Greenhouse Rd. and Regional Airport Blvd

To Whom It My Concern,

My family lives in Quail Ridge subdivision. I have been a resident of northwest Arkansas for 21 years, and I value our quality of life. Thank you for your efforts to help ensure that residents continue to thrive in this community and enjoy life here.

The primary issue we face pertains to traffic congestion, flow, and the city's and/or county's little oversight to prevent accidents (vehicle, bicycling, or pedestrian).

I urge the council NOT to approve the construction of "The Reserve Bentonville" across from Kum & Go at the south part of Greenhouse Rd.

While I don't have information pertaining to the number of accidents, I can tell you how it *feels* to leave the neighborhood to go to work or the grocery store – events that should be done without fear. I can also tell you how it *feels* to be a mother of two teenage drivers that traverse the same course. There is already too much traffic and it is stressful and hurried to simply even turn onto Greenhouse Rd. or Regional Airport Blvd.; it is that much more stressful to cross a lane of traffic or the intersection. The potential for collisions is constant and consistent. The traffic does not slow... Additionally, two Walmart distribution centers are nearby so commercial traffic and large semi-trucks pose an increased threat.

My concern pertains to the increased multitude of people and vehicles. There is simply NOT enough well-designed traffic flow to facilitate the development under review. If the information I received regarding the planned building of The Reserve Bentonville at 25 apartment buildings (300 units), plus 9 townhome buildings (36 units), plus 2 tenant storage buildings, and a club house is accurate, the infrastructure does not exist to handle the additional capacity!

Our neighborhood, and those surrounding us, were built with the area now under review as an Agricultural District and the area should remain as such.

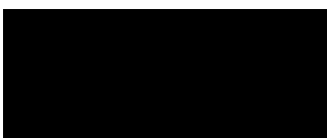
The council's recent notes said that the proposed planned residential development would serve as a transition from the arterial streets that border the property to the south and east and single-family developments to the north and west. In fact...the only feasible transition from these streets and neighborhoods is something that would NOT INCREASE TRAFFIC.

Additionally, because Greenhouse Rd. is a dividing line between Bentonville and Centerton, the traffic flow is not well-managed. The governing entities don't appear to be coordinating surveys, studies, or traffic flow reports. It's my understanding that this project has already been denied once before on the basis of traffic concerns.

I urge you to DENY this project, and desist in future considerations for multi-family units in this location. It would be fabulous to see this area become a park or a continuation of our awesome recreation/bike/walking trail system.

Thank you for your consideration,

Kristin Frei





MUNICIPAL_BOUNDARY: Centerton

city_name Centerton
city_fips 12820
population 9,515
effective_date 20160419
revised_date 20200408
revision_type Legal Update
squaremiles 13.70
acres 8,768.63



MUNICIPAL_BOUNDARY: Bentonville

city_name Bentonville
city_fips 05320
population 35,301
effective_date 20170207
revised_date 20200115
revision_type Legal Update
squaremiles 34.01
acres 21,767.38

[Zoom to](#)

Area in consideration allows for ill-conceived traffic and property management given the municipal boundaries.

21 April 2020

Subject: "The Reserve Bentonville", PRD19-0003

Dear Commissioners,

I am writing in opposition to "The Reserve Bentonville" located on SW Regional Airport Blvd. (hereafter, SWRA) at the intersection of Greenhouse Rd. The proposal is to rezone from A1 (Agricultural) to PRD for a multi-family development (aka an apartment complex).

While I have several objections, my primary objections are as follows.

1. Development of the area is outpacing infrastructure investment...specifically roads/traffic. SWRA already carries a heavy amount of traffic. Greenhouse Road is also in poor condition, both physically, especially towards the north, and regarding the amount of traffic it carries, particularly at rush hour. Parts of Greenhouse are very narrow with no shoulders and poor drainage. In fact, I believe in an earlier meeting (January 2020) the city engineer advised that Greenhouse couldn't really be widened the way it probably needs to be.



Photo by Brent Phillips, 6 March 2020.

(https://nextdoor.com/news_feed/?post=133271478&comment=347639614)

Stormwater/drainage is also an issue in the area. Just drive up Greenhouse and look at the side of the road on a rainy day.

2. There is already a large quantity of non-single-family residential (R-1) lots in the area, including existing apartment complexes. I viewed the Public Zoning Map available at: <https://bentonvillear.maps.arcgis.com/apps/webappviewer/index.html?id=43d3237f106f4a1aa3a3a682c1554c8e>.

Directly across Greenhouse Rd from the proposed site is an existing duplex development (R-2). This community stretches from Greenhouse, across Morningstar to Featherston Rd. Further north of the site, just off Greenhouse at Glen Rd., another R-2, duplex development also exists.

Directly south of the site, across SWRA, is a commercial (C-2) site containing a senior living community. Village on the Park contains just one larger building holding multiple studio and 1-bedroom units and then has 31 independent cottages.

One block east of the proposed development, just off Morningstar at SWRA is an **existing apartment complex**, Harbin Pointe. **Further large apartment communities** are found just down the road (The Links at Rainbow Curve) and at SW I, in front of the Community Center (I Street Modern Apartments). Also, south of the site, on either side of the newest distribution center on SWRA are two more apartment complexes (Flagstone Creek and Parc at Bentonville).

A commercial property, a storage facility, is under construction on SWRA between Morningstar and Featherston. Additionally, the construction of a new church is under proposal at the SWRA /Featherston intersection.

The area also contains multiple industrial areas in the very near southwest (SWRA and SW Rainbow Farm Rd). That includes light industrial (I-1) warehouses and heavy industrial (I-2) distribution centers.

An additional planned, multi-family development will only **further degrade** the quality of life for the surrounding single-family home units...in terms of infrastructure, safety, crowding, school zones, property values, and the transient population of the area.

In **conclusion**, I disagree with the Rezoning Staff Report. The report concludes that "The proposed planned residential development is compatible with surrounding uses to the south and east. It will serve as a transition from [...] single-family developments to the north and west."

A large apartment complex (over 30 buildings!) is not compatible with surrounding uses of single-family homes and duplex units. It is also significantly different from the senior living facility to the south.

Further, the report indicates a "maximum density of 14 units/acre." However, the master site plan contradicts this indicating that Phase I will be 18.7 units/acre and Phase II will be 18.1 units/acre. The lower density of the townhome phase does allow the overall numbers to be manipulated to appear lower. However, the inclusion of the townhomes does not negate the fact that the 25 buildings making up 300 apartment units does not serve as an appropriate transition and is actually not compatible with surrounding developments. A more appropriate plan would comprise only townhomes or duplexes.

Thank you for your attention.

Regards,

Georgia Adamson



Alison Worley

From: Renee MacCabe [REDACTED]
Sent: Tuesday, April 21, 2020 2:11 PM
To: Planning
Subject: Apartments being built on greenhouse and regional airport road

Dear Planning Commission,

First off, thank you for your service to our community and all you do as part of the planning commission to build a better Bentonville.

I think it is inappropriate to have a meeting where the input of those impacted could not attend due to the current pandemic. I feel like it is sneaky and irresponsible.

My family and I live in the Eagle Creek neighborhood which is directly West of a proposed multi-family complex. We travel SW Regional Airport Road everyday going to and from work, school and frequent activities of our 4 children. I am already concerned for our safety we navigate SW Regional Airport with all its traffic, not to mention Greenhouse Road with its traffic and lack of shoulders.

I want to write and let you know that we strongly oppose the building of any multi-family complex on the corner of Greenhouse Road and SW Regional Airport. The infrastructure cannot support this type of facility. There's more to be considered than the direct area around where the apartment complex would be built. Those who live down Osage Creek from the facility will also be impacted because of the lack of improper drainage of the Osage Creek. We moved here in November of 2009, as the 5 lane road was being built I was hopeful that was going to alleviate the traffic. While I believe the expansion of the road has helped, traffic is still heavy on this road. During Morning and evening commute hours, traffic is backed up in both Eastbound lanes from Walton Blvd. to Greenhouse Road. During daytime hours it is dangerous to enter Airport road since people are accelerating as they come around the corner and see the road expand from two-lane to four-lane. In addition to residential traffic at this intersection, we see heavy commercial tractor trailer traffic from the two Walmart DC's that use this road.

I cannot see how adding the potential for another 450+ cars to the intersection of Greenhouse & SW Regional Airport is feasible nor safe (assuming 300 units/families with an avg. of 1.5 cars/family). Not only will this traffic add to SW Regional Airport and Greenhouse road, but I believe that it will increase traffic in our neighborhood as people try to avoid the congestion on Airport road via Cornerstone Road and Rhinestone Blvd.

Respectfully,
Renee MacCabe & Family

Alison Worley

From: Valocean <[REDACTED]>
Sent: Tuesday, April 21, 2020 2:25 PM
To: Planning
Subject: Apartments consideration

To whom it may concern:

It has come to my attention that there are plans for a new apartment complex being considered near airport road and Briar Creek ave in the city of Bentonville. This is of serious concern to me as a homeowner and resident of Bentonville. We have several apartment complexes surrounding us already, to add another can be seriously detrimental to house values as well as residents safety. The area is congested as is adding even more apartments will add to the crowding and frustration that current residents already feel. We are strongly opposed to any new apartment developments in the area and ask that the motion to put more in be denied. I am also highly concerned that this matter is being considered during this pandemic so that residents are unable to effectively voice their opinions and frustrations at this time. It is disappointing that the leadership would even consider this matter at this time.

Sincerely,
Valocean J Byrd

Sent from my iPhone

Alison Worley

From: Tony McClorey <[REDACTED]>
Sent: Tuesday, April 21, 2020 9:09 AM
To: Planning
Subject: Apt complex

We appreciate all you do as a City of Bentonville, As neighbors of the Quailridge Subdivision, Riverwalk Subdivision, and Quail Hollow Subdivision, we want to let you know that we strongly oppose the building of any multi-family complex on the corner of Greenhouse Road and Regional Airport. That would be extremely detrimental for this nice area for several reasons: a) more traffic on an already difficult/dangerous/compromised intersection, b) less safety in this area, c) We already have a duplex complex on the East side of Greenhouse, we don't need apartments across the street from that, d) it just doesn't make sense since there is so much more land moving further east on Reginal Airport that could be developed for multi-family without hurting Bentonville's image any further .

Sent from my iPhone

Alison Worley

From: Brienne Austin [REDACTED] >
Sent: Tuesday, April 21, 2020 6:15 AM
To: Planning
Subject: Concern for Planned Development at Greenhouse Road and SW Regional Airport Blvd.

Dear Planning Commission,

I was very disappointed to learn that the commission deemed "The Reserve Bentonville" as compatible for the plot of land found at the intersection of Greenhouse Road and SW Regional Airport Blvd. I urge you to reconsider this decision at your council meeting April 21st.

I am very concerned that the new development will very negatively impact this area. The information and context that residents surrounding this plot of land can give is critical to the decision making process. I believe that the decision making process for this plot of land has not been made clear to the public during this pandemic and residents of this area have not been properly informed about the decisions that are being made and have not had the opportunity to attend these meetings in person. The city buildings have been closed to the public, it appears that the general knowledge is that these meetings were not happening. And I believe I have a right to know what is happening in my town and my neighborhood.

I have concerns about this development. In addition to SW Airport Blvd. traffic, many developments are going up along S Morning Star Road, SW Shell Road, N Rainbow Farm Road, and out to Main Street, Centerton and the Tamarron Subdivision in Centerton, just to name a very few, that could impact additional Airport Blvd. traffic. My family and I have lived in the Eagle Creek Subdivision off of SW Shell Road for over 9 years and are directly impacted by the proposed development. We have seen a major increase in traffic and, most importantly, accidents at this intersection. The traffic lines up terribly, there are often accidents in the morning, and Greenhouse as a single lane road is already a burden. Greenhouse Road simply can not take on the traffic. The plan calls for the main access on Greenhouse to be at Deerfield Rd. with a secondary access to SW Regional Airport in between Greenhouse and Shell Roads. With 300 units plus 36 townhomes I simply believe you need to totally reconsider the impact this will have on this already over burdened area.

There is also the concern of SW Airport Blvd. turning from a two lane highway to a one way highway on this stretch between Greenhouse Road and SW Shell Road. The right lane turns into a right turn only and at 45 miles per hour, and not much indication that it is going to happen, there is often close calls with switching lanes so as not to turn. The residents would be trying to make a left turn over two lanes that are merging on a sharp curve.

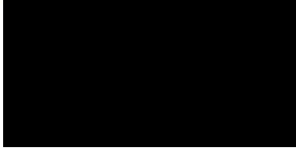
It was recommended at your last meeting that site design, traffic, and storm water concerns shall all be addressed at the time of large scale development. This is not acceptable. These are major issues that need to be taken into account and dealt with before a decision to move forward is made. I'd like to see that land zoned for commercial activity, NOT more residential.

I believe Bentonville is, and should continue to be, a welcoming community and encourage sustainable new businesses, development, and revitalization projects. However, these should not come at the cost of community engagement and participation.

Therefore, I oppose the proposed planned residential development and urge you to re-think this issue. If the Zoning Code requires changes, multiple voices need to be invited to the table so that we keep Bentonville's best interest in mind, not just the interests of a select few.

Thank you,

Brienne Austin



Alison Worley

From: Mansi Pathak [REDACTED]
Sent: Tuesday, April 21, 2020 1:47 PM
To: Planning
Subject: Concerns about new apartment complex (Greenhouse and Airport Road)

Hi Planning Commission,

Thank you for all the excellent work you are doing for our town. It is acknowledged and appreciated.

I am writing this letter for one of my concerns. Me and my family live in Riverwalk Farm Estate , off Greenhouse road. I am concerned about the new plan of approving a new apartment complex on Greenhouse and Airport Road across Kum and Go gas station. There are already so many apartment complexes in this part of the town and an additional one would make it chaotic. Greenhouse and Airport Rd are already congested and it does not have any capacity to take additional traffic. Very often we see accidents from our backyard on Greenhouse road.

Builder may somehow sell the idea of a 300+ unit apartment complex , with XYZ entrance and state of the art traffic plan , we can't beat the builders , but as a common citizen we think its not in the best interest of the community. This part of the town needs a park so kids don't have to go to memorial park or orchard park.

Kindly go through this request and re access your decision on permitting a new multi-unit housing in this area.

Thanks,

Mansi Pathak
[REDACTED]

Alison Worley

From: Madison Worley [REDACTED]
Sent: Tuesday, April 21, 2020 1:43 PM
To: Elaine Kerr; Planning; Alison Worley; Jim Grider; Joe Haynie; Richard Binns; Rod Sanders; Scott Eccleston; Dana Davis
Subject: Greenhouse and SW Regional Airport Blvd Lot-Oppose

We appreciate all that you do for the City of Bentonville and for our community. We are reaching out today in regards to the lot on the corner of Greehouse and Regional Airport Blvd across from the Kum and Go. My husband and I live in the Riverwalk Estates neighborhood off of Greehouse and it is mainly composed of families and people like us. We are writing to say that we strongly oppose the building of any multi-family complex on the corner of Greenhouse Road.

There is already so much traffic in the morning, I cannot fathom adding another few hundred cars on the road in the morning. A few times a week I sit in standstill traffic due to an accident, I would not like to see more accidents. I sit in standstill traffic for 10+ cycles at the light at SW Bright Rd and SW Regional Airport Blvd, this takes up to 15 minutes in the mornings.

Greenhouse is also heavily congested in the mornings and in the evenings, making a left turn out of our neighborhood can take up to 10 minutes some mornings and is dangerous.

I would like to see homes like ours, or a park in that area. :) I think that corner would be a wonderful area for a park with some trails for bike riding and a beautiful place for people to enjoy the outdoors.

Thank you for your time, stay safe.
Madison and Cody Lancelot
[REDACTED]

Alison Worley

From: masterofmedicalsci [REDACTED]
Sent: Tuesday, April 21, 2020 2:44 PM
To: Planning
Subject: Greenhouse intersection

A neighbor captured my thoughts about rezoning in my neighborhood completely:

“As neighbors of the Quailridge Subdivision, Riverwalk Subdivision, and Quail Hollow Subdivision, we want to let you know that we strongly oppose the building of any multi-family complex on the corner of Greenhouse Road and Regional Airport. That would be extremely detrimental for this nice area for several reasons: a) more traffic on an already difficult/dangerous/compromised intersection, b) less safety in this area, c) We already have a duplex complex on the East side of Greenhouse, we don't need apartments across the street from that, d) it just doesn't make sense since there is so much more land moving further east on Regional Airport that could be developed for multi-family without hurting Bentonville's image any further . Respectfully!”

Please reconsider rezoning this area. Especially during these uncertain times when many families are to overwhelmed to think about this right now.

Dr. Ashley McElroy

Alison Worley

From: Sam Pittman
Sent: Tuesday, April 21, 2020 2:58 PM
To: Planning
Subject: Greenhouse Rezoning

Dear Planning Commission,

My family and I live in the Cornerstone Ridge neighborhood which is directly South of a proposed multi-family complex. We travel SW Regional Airport Road everyday going to and from work, getting food, groceries and soon we will be taking our first child to and from daycare. At least 3 times a week, we see debris from an accident or wreck at or very close to the Greenhouse/SW Regional Airport Rd intersection.

I want to write and let you know that we strongly oppose the building of any multi-family complex on the corner of Greenhouse Road and SW Regional Airport. During Morning and evening commute hours, traffic is backed up in both Eastbound lanes from Walton Blvd. to Greenhouse Road. During daytime hours it is dangerous to enter Airport road since people are accelerating as they come around the corner and see the road expand from two-lane to four-lane. In addition to residential traffic at this intersection, we see heavy commercial tractor trailer traffic from the two Walmart DC's that use this road. Not to mention how narrow the current 2 lanes are in Greenhouse Rd. It honestly makes me nervous every time I'm on that road, especially at night. I go out of my way to avoid it, even though it's the most convenient route for me most of the time.

I cannot see how adding the potential for another 450+ cars to the intersection of Greenhouse & SW Regional Airport is feasible nor safe (assuming 300 units/families with an avg. of 1.5 cars/family). Not only will this traffic add to SW Regional Airport and Greenhouse road, but I believe that it will increase traffic in our neighborhood as people try to avoid the congestion on Airport road via Cornerstone Road and Rhinestone Blvd. I believe a city architect had the opinion a couple months ago that the current infrastructure in this area cannot safely support this addition, and I can't imagine that has changed so quickly.

Sincerely,

Sam Pittman

Alison Worley

From: Brandon Knight [REDACTED] n>
Sent: Tuesday, April 21, 2020 2:02 PM
To: Planning
Subject: Issues with Rezoning Land on SW Regional Airport Road

Dear Planning Commission,

First of all, I want to thank you for your public service and the role you play in making Bentonville a better place to live. I understand your job is a thankless one and you rarely hear from people unless they are attending a meeting or writing a letter to complain about a proposal. Even though I am writing to challenge a proposed zoning changes, I do want to convey my thanks for your service.

I am writing to voice my concern regarding the rezoning of the land on the corner of Greenhouse Rd and SW Regional Airport Rd. I, like many of my fellow citizens, have reservations about adding a multi-family complex to this area of Bentonville for multiple reasons.

First, this area already experiences terrible traffic around rush hour. In the morning, SW Reg Airport Rd is so backed up it causes people to cut through our and surrounding neighborhoods to avoid the traffic. The recent widening of the road has helped, but we still experience people driving at high speeds through our neighborhoods. I use Greenhouse Rd in the evening, and it might experience the single highest volume of traffic of any single lane road in NWA. My parents live on the other side of 14th street and we take Greenhouse to get to there house to drop off/pick up our kids in the evening. It has taken me 30+ minutes before to make the 3.6 mile drive. A drive that takes less than 5 minutes early on Saturday or Sunday morning always takes at least four times longer during rush hour. The lack of additional lanes and the light at the 14th street intersection that gives the right of way to people leaving Walmart and doesn't have a dedicated left turn arrow light doesn't help the issue. Adding apartments that add even more cars per square acer than an average neighborhood will make both of these issues worse.

Second, there are better uses for the land that would benefit the public more. For the amount of houses in the area, we are still very underserved when it comes to restaurants, grocery stores, etc. In my job, I am often tasked with considering the opportunity costs of a given decision. That is, if we make a given decision, what other opportunities are we eliminating. In this instance, we would be eliminating the chance to use the land in a way that would benefit current residents. Commercial property would also help with the traffic issue, since the traffic flow timing to commercial property isn't the same as traffic flow timing to and from residential property.

Third, I feel like most of the resident's complaints come out of a lack of understanding regarding the current proposal. What kind of apartments are being proposed? What will the vertical footprint of the buildings be? What will they look like? I am not against multi-family zoning and recognize the need it fills in our community. I just feel like a good majority of residents want to protect their property values and have questions regarding the current proposal. I am not convinced those questions have been answered and am therefore not in favor of the proposal.

Thank your time and consideration.

Sincerely,

Brandon Knight
[REDACTED]

Alison Worley

From: Justin Christensen <[REDACTED]>
Sent: Tuesday, April 21, 2020 8:11 AM
To: Planning
Subject: Multi-family complex on SW Airport Road & Greenhouse

Dear Planning Commission, First off, thank you for your service to our community and all you do as part of the planning commission to build a better Bentonville. My family and I live in the Cornerstone Ridge neighborhood which is directly South of a proposed multi-family complex. We travel SW Regional Airport Road everyday going to and from work, school and frequent activities of our 4 children. I have one teenage driver and will have another in the next couple of years and am already concerned for their safety as they navigate SW Regional Airport with all its traffic, not to mention Greenhouse Road with its traffic and lack of shoulders.

I want to write and let you know that we strongly oppose the building of any multi-family complex on the corner of Greenhouse Road and SW Regional Airport. We moved here in April of 2016 right as the 5 lane road was being built and I was hopeful that was going to alleviate the traffic. While I believe the expansion of the road has helped, traffic is still heavy on this road. During Morning and evening commute hours, traffic is backed up in both Eastbound lanes from Walton Blvd. to Greenhouse Road. During daytime hours it is dangerous to enter Airport road since people are accelerating as they come around the corner and see the road expand from two-lane to four-lane. In addition to residential traffic at this intersection, we see heavy commercial tractor trailer traffic from the two Walmart DC's that use this road.

I cannot see how adding the potential for another 450+ cars to the intersection of Greenhouse & SW Regional Airport is feasible nor safe (assuming 300 units/families with an avg. of 1.5 cars/family). Not only will this traffic add to SW Regional Airport and Greenhouse road, but I believe that it will increase traffic in our neighborhood as people try to avoid the congestion on Airport road via Cornerstone Road and Rhinestone Blvd.

Respectfully! Justin & Natalie Christensen [REDACTED]

Alison Worley

From: Jo A. [REDACTED]
Sent: Tuesday, April 21, 2020 9:12 AM
To: Planning
Subject: Multi-family complex on the corner of Greenhouse Road and Regional Airport

Dear Planning Commission:

As neighbors in the Cornerstone Ridge subdivision, we want to let you know that we strongly oppose the building of any multi-family complex on the corner of Greenhouse Road and Regional Airport. We did attend the first meeting regarding this development. There were so many people there we had to stand in the lobby and had no knowledge that the meeting last night was going to take place.

We agree with the other our neighbors that the multi-family complex would be extremely detrimental for this nice area for several reasons: a) more traffic on an already difficult/dangerous/compromised intersection, b) less safety in this area, c) We already have a duplex complex on the East side of Greenhouse, we don't need apartments across the street from that, d) it just doesn't make sense since there is so much more land moving further east on Reginal Airport that could be developed for multi-family without hurting Bentonville's image any further .

Regards,
JoAnn Amato and Vera Amato

[REDACTED]

Alison Worley

From: Christina Hendrick [REDACTED] <[REDACTED]>
Sent: Tuesday, April 21, 2020 2:27 PM
To: Planning
Subject: Multi-family housing at Greenhouse & Regional Airport Rd.

Good Afternoon,

I am a resident in Cornerstone Ridge on Graystone St. I was recently informed that there have been planning meetings held regarding a proposed multi-family housing development at the corner of Greenhouse & Regional Airport Rd. I first want to say that the fact that such an important meeting for our area is being held during the current pandemic comes across as corrupt, to be frank. We residents will all be affected and deserve more of a seat at the table than what is being offered.

I hope you are in receipt of the many email messages that my neighbors and I have submitted regarding the variety of incredibly valid reasons that this proposed community should not be approved. I agree with the traffic concerns, as well as transient population, but my main concern is further burdening our already at-capacity local schools. We have seen our kids go through so many rezonings because the schools just keep filling up so quickly, and adding yet another massive multi-family development so close to several others is going to impact our schools greatly.

As a local resident, who drives these already congested roads every day, and has two kids in these schools that keep getting rezoned, I am **STRONGLY** against this development. Please take our valid concerns into account and provide a forum for us to voice them instead of holding zoom meetings without giving the local residents adequate notification.

Thank you,
Christy Hendrick

Alison Worley

From: Jaimi Kinnamon [REDACTED]
Sent: Tuesday, April 21, 2020 12:08 PM
To: Planning
Subject: Object to Apartments

Hi there

I am writing to share my objection to the zoning for apartments at the corner of Greenhouse and Airport Road. The amount of traffic on Greenhouse has increased exponentially over the past several years and is already unable to handle what we have. There is no way it is going to be able to manage the traffic that will come from an apartment complex in that location.

Jaimi Kinnamon
[REDACTED]

Alison Worley

From: Tanya Kalma <[REDACTED]>
Sent: Tuesday, April 21, 2020 12:32 PM
To: Planning
Subject: Opposition to Greenhouse/Regional Airport P&Z

To whom it may concern,

Good afternoon. I hope this email finds you safe and well. My name is Tanya Kalma and I am a resident of Bentonville. More specifically, my family lives in the Riverwalk Farm Estates subdivision on Greenhouse Rd., just north of Regional Airport Rd. It has come to my attention that the Planning commission is hearing opinions on a proposed multi-family complex near the intersection of Greenhouse/Regional and I am writing today to express my opposition. I am hopeful that an email will suffice, as current COVID restrictions prohibit my attendance at a formal meeting.

My primary concern is the increase in traffic this complex will create at an already over-capacity intersection in the City. My usual morning commute includes sitting in a 15-20 minute, stop-and-go line of traffic, waiting to enter Regional Airport from Greenhouse. Greenhouse is a 2-way road that is already at maximum capacity during peak travel times. My husband's commute to work is exactly one-mile from our home and it often takes him over 25 minutes to get to work in the mornings because of the traffic delays. The traffic problems will only compound by an increased number of vehicles from the complex. That compounded problem will likely include additional traffic accidents as well, further taxing residents, travelers, and public safety personnel.

Additionally, I have a major concern related to the safety of pedestrians in the area. Greenhouse Rd. does not have sidewalks and is NOT safe for pedestrians, bicyclists, or others who are not driving in a vehicle. I enjoy that much of Bentonville is a 'walkable' city but this area is not safe for that and citizens are putting their lives at risk by being anywhere near Greenhouse while on foot. A new multi-family complex would obviously increase the number of people in the area and would likely include many families with children. Children who would likely attend Osage Creek/Creekside, located across Greenhouse Rd, on Featherston. How will those children/families safely get across Greenhouse with no pedestrian options available?

While I do appreciate that Bentonville is a growing city and that development is a positive change, I do not believe that this specific project on this specific piece of property is appropriate, or safe, at this time. My hope is that this project is **not** approved.

I would be happy to answer any questions or formally share my opposition, if needed. Please feel free to contact me if necessary. I have listed my contact information below.

Respectfully,
Tanya Kalma
[REDACTED]

Alison Worley

From: Anita Royko [REDACTED]
Sent: Tuesday, April 21, 2020 2:12 PM
To: Planning
Subject: Opposition to Rezoning on NW corner of Greenhouse & Regional Airport Roads

Dear Planning Commission

First off, thank you for your service to our community and all you do as part of the planning commission to build a better Bentonville.

My husband and I (retired) live in the Riverwalk Farm Estates neighborhood which is North of a proposed multi-family complex. We travel a busy and dangerous, shoulderless Greenhouse Rd to access both the extremely busy Regional Airport Rd (Hwy 12) and Centerton Rd/14th Street (Hwy 102) intersections. The addition of an ever expanding Rainbow Apartment multifamily complex has already increased traffic and safety dangers at north end of Greenhouse for family and retiree residents of Riverwalk Farm Estates, Quail Ridge, Quail Hollow and Creekside Estates.

I want to write and let you know that we strongly oppose the building of any multi-family complex on the corner of Greenhouse Road and SW Regional Airport. We moved here in January of 2014 knowing plans for expanding Hwys 102 and 12 were underway for relieving traffic congestion for safer traffic flow. While we believe the expansion of the road has helped, traffic is still heavy on this road. During Morning and evening commute hours, traffic is backed up in both Eastbound lanes from Walton Blvd. to Greenhouse Road. During daytime hours it is dangerous to enter Airport road since people are accelerating as they come around the corner and see the road expand from two-lane to four-lane. In addition to residential traffic at this intersection, we see ever increasing heavy commercial tractor trailer traffic from the ever expanding Walmart DC's and other warehouses located on Regional Airport Road.

We do not see how adding the potential for another 450+ cars to the intersection of Greenhouse & SW Regional Airport is feasible nor safe (assuming 300 units/families with an avg. of 1.5 cars/family).

Respectfully submitted

Anthony (Tony) and Anita Royko

Alison Worley

From: London Byrd <[REDACTED]>
Sent: Monday, April 20, 2020 11:37 PM
To: Planning
Subject: Opposition to the New Apartments

Good evening,

I am emailing in opposition of the new apartments that a company wants to build on the corner of Greenhouse and Airport. I bet you are wondering why, well I will tell you. Why do we need more apartments in this area? The roads already cannot handle the amount of traffic it has now. Greenhouse is a two lane road and the city does not have any plans of widening the road. Why create more traffic when it has not been resolved? Also, what is the point of having 6 apartment complexes crowded in together? The best thing to go on that corner would be another set of duplexes.

Bentonville needs to concentrate on its roads and road management. We don't need apartments who rents are more than most people's mortgages in the area. This is not healthy for the area. Bentonville is a family location not a city like Dallas or St Louis. Keep it small town feel.

Please vote no this motion.

Much Regards,

London Byrd

Alison Worley

From: Sung Kim <[REDACTED]>
Sent: Tuesday, April 21, 2020 11:42 AM
To: Planning; Tim Robinson
Subject: Proposed Apartment Complex: Greenhouse and Airport Blvd

Hello Bentonville Planning Commission,

My name is Sung Kim, resident of the Quail Ridge community, which is adjacent to the area that is currently being proposed for being zoned for large apartments. I would like to present an opposing view of such a zoning.

Greenhouse Blvd.: Currently Greenhouse Blvd is too congested as it is during rush hour traffic. Getting out of the Quail Ridge, Riverwalk, and any other subdivisions which use Greenhouse as the primary egress point is difficult. Left turns are particularly difficult. Wait times for a safe opportunity to make a left turn can run over five minutes, based on empirical experience.

With the sheer number of cars that will be making left turns from Greenhouse onto Airport, having the only exit from the proposed apartments being Greenhouse would lead to cars blocking other cars that seek to make a right turn onto Airport from Greenhouse, as well as an even greater back-up of cars on Greenhouse itself. Note, the difficulty in making safe left turns onto Greenhouse extends all the way up to Kimmel with current rush hour traffic.

To add an apartment complex into an already congested area will exacerbate congestion and potentially make traffic an unmitigated disaster.

Thank you,
Sung Kim

Alison Worley

From: Megha Malik <[REDACTED]>
Sent: Tuesday, April 21, 2020 2:29 PM
To: Planning
Subject: Resident of river walk

Hello ,
I just came to know an apartment coming in our area and am opposed for that .

Hopefully you will consider it .

Thank you ,
Megha Malik

Sent from my iPhone

Alison Worley

From: [REDACTED]
Sent: Tuesday, April 21, 2020 1:51 PM
To: Planning
Subject: Rezoning

Dear Planning Commission,

I'm writing today to strongly speak against rezoning for an additional apartment community to be added off Greenhouse Rd, near Shell Rd and Regional Airport Blvd.

My family moved to a home in Wildwood from Austin, TX in July of 2018. Our decision to purchase a home in this area was based on our attraction to the specific tight-knit community feel we experienced in our neighborhood. We were drawn to the safety of the single family homes around us and looked forward to putting down deep roots here. Since then, we've settled in, had a child, our neighbors have become our friends, and we've been very happy.

The addition of yet more apartments in our walking distance is something that would have swayed us away had we known when searching for homes. It's something that would ultimately be the reason we would decide to leave and purchase in a more established and safer area of town. The transient lifestyles that often accompany apartment living is something we chose to get away from when leaving Austin.

Having so many units of apartments so close to us just increases the chances of crime, traffic accidents, and the presence of residents who don't feel the same pride or community respect as is felt by homeowners. I say this as someone who lived in apartments the last 10 years, there's just a different way of living when you rent vs when you buy.

My parents recently moved off of Shell Rd from another state to help with their first grandson. The increased amount of vehicle traffic and transient resident traffic that would be present between our homes makes me ill. There has already been a shocking amount of crime, death, and fatal traffic incidents the last 8 months. I simply can't fathom adding to what is already bad.

I was shocked to find out that such vital meetings on this rezoning issue which affects so many are being held during our global pandemic. To be frank, the ease of flying under the public radar on this is showing me a glaring red flag. It feels as though you're taking advantage of the National situation to get going on this, and it comes across as corrupt and severely questionable at best. You're supposed to be serving us, yet I wasn't aware of any meeting to have a voice.

If you do move forward with the plan I will also strongly advocate for proper environmental, historical, and archaeological impact studies for the proposed building site and all affected bodies of water (nearby streams and creeks) in the watershed. This area is too nice to not fight to keep it as it deserves.

I hope the concerns of my community and myself are taken into account before this costly mistake is finalized.

Kind Regards,

Katie Milner
[REDACTED]

Alison Worley

From: [REDACTED]
Sent: Tuesday, April 21, 2020 9:46 AM
To: Planning
Subject: Rezoning at the end of Greenhouse

Good morning. As a resident of Quailridge, I am concerned about the proposed complex at the end of Greenhouse and SW Regional. With the addition of the multi unit at the end of Greenhouse and 102, we have seen an increase in the traffic on single-laned Greenhouse Road. This proposed new addition would only multiply this problem. In addition, I am concerned about the increase of student numbers in the school zone. Most schools stay close to max numbers as it is. There are no new elementary or middle schools in the long term plan. This type of addition may lower proper values and bring more crime to the area. Please consider denying this unit as residents do not want it. We would much prefer single family homes at this location.

Respectfully,

Tawnya Beard

[REDACTED]

Sent from my iPhone

Alison Worley

From: Lina Gibson <[REDACTED]>
Sent: Tuesday, April 21, 2020 9:02 AM
To: Planning
Subject: Rezoning concerns

To whom it may concern,

It has come to my attention that there are plans for apartments and condos to go in on Greenhouse and Regional Airport in Bentonville. It is a very busy road already, very narrow in spots, and because of the high traffic there are worn areas on the road which need repairs. Traveling to work in the morning and coming home in the afternoon with all the Walmart traffic makes the roads very congested. It takes me twice as long to get to work when Walmart employees are going to work.

This apartment complex with condos will only add to the congestion were already experiencing in an area that has lots of traffic and no means of a raised interstate to travel easier across town. There are many wrecks in this area constantly and putting in the complex will only increase the risks of more wrecks and possibly deaths. There is new construction with homes to go in off Kimmel which will add to the traffic congestion and possible car accidents already. Putting in this complex will make matters extremely worse especially since there is a curve between Greenhouse and Shell. In my opinion this area would be better served in the land was left as is, or used for commercial property or had bike paths and/or a park for kids to play. There are many other locations and land where apartments would be more appropriate. Here is not. I urge you to please reconsider.

Thank you,
Lina Gibson
[REDACTED]

Sent from my iPhone

Alison Worley

From: Tom Bruns [REDACTED]
Sent: Tuesday, April 21, 2020 10:47 AM
To: Planning
Subject: Rezoning of Property at Greenhouse and Regional Airport

It is our understanding that the owners of the subject property are requesting that the property be rezoned from agriculture to apartments/townhomes. As residents of Cornerstone Ridge, we are opposed to this rezoning request.

Allowing a 300 unit development at this location will greatly increase traffic on both roadways (Regional Airport and Greenhouse), thereby increasing the likelihood of serious accidents. In addition, Greenhouse Rd cannot adequately handle the current traffic, let alone the increased traffic that would be generated by this apartment complex.

Also, the areas surrounding this property are single family detached housing units. The addition of a large apartment complex will have an adverse impact of property values. We believe there are enough rental units in Bentonville to meet the needs of a transient population. The effort needs to be on establishing single family housing that would support a stable and committed population.

We appreciate the opportunity to have our views considered.

Tom & Betty Bruns
[REDACTED]

Alison Worley

From: Latricia Goding [REDACTED]
Sent: Tuesday, April 21, 2020 8:32 AM
To: Planning
Subject: Rezoning on Greenhouse & Regional Airport Rd

Good morning,

My husband and I are very concerned about the rezoning of the property at the corner of Greenhouse and Regional Airport Rd to allow an apartment complex to be built there. We live on Quailridge Way and already experience difficulty trying to leave our street and turn onto Greenhouse. With more housing being built off Greenhouse, the traffic has become overwhelming. Adding an apartment complex with hundreds of renters will only exacerbate the problem. Think of the school buses (during the school year) full of children trying to turn out of the different subdivisions onto Greenhouse. It's a disaster in the making. Turning off of SW Shell Road onto Regional Airport is the exact same nightmare.

Please reconsider rezoning and do not allow an apartment complex with hundreds of more drivers on Greenhouse.

Thank you,
Latricia and Rob Goding
[REDACTED]

Alison Worley

From: Dustin Stevens [REDACTED]
Sent: Tuesday, April 21, 2020 12:33 PM
To: Planning
Cc: Erin Stevens
Subject: Rezoning Regional & Greenhouse

Here's our email

Dear Planning Commission,

First off, thank you for your service to our community and all you do as part of the planning commission to build a better Bentonville.

My family and I live in the Rolling Acres neighborhood which is directly South of a proposed multi-family complex. We travel SW Regional Airport Road everyday going to and from work, school and frequent activities of our 2 children. I will have teenage driver in the next couple of years and am already concerned for their safety as they navigate SW Regional Airport with all its traffic, not to mention Greenhouse Road with its traffic and lack of shoulders.

I want to write and let you know that we strongly oppose the building of any multi-family complex on the corner of Greenhouse Road and SW Regional Airport. We moved here in July of 2019 with a rather large concern for traffic exiting our neighborhood. While I believe the expansion of the road has helped, traffic is still heavy on this road. During Morning and evening commute hours, traffic is backed up in both Eastbound lanes from Walton Blvd. to Greenhouse Road. During daytime hours it is dangerous to enter Airport road since people are accelerating as they come around the corner and see the road expand from two-lane to four-lane. In addition to residential traffic at this intersection, we see heavy commercial tractor trailer traffic from the two Walmart DC's that use this road.

I cannot see how adding the potential for another 450+ cars to the intersection of Greenhouse & SW Regional Airport is feasible nor safe (assuming 300 units/families with an avg. of 1.5 cars/family). Not only will this traffic add to SW Regional Airport and Greenhouse road, but I believe that it will increase traffic in our neighborhood as people try to avoid the congestion on Airport road via Cornerstone Road and Rhinestone Blvd.

Respectfully!

Stevens Family!

Sent from my iPhone

Alison Worley

From: Jeffrey Valdez [REDACTED]
Sent: Tuesday, April 21, 2020 1:20 PM
To: Planning
Subject: Rezoning SW Regional Airport/Greenhouse

We are writing you today to express our strong opposition to the proposed apartment complex at the corner of Regional Airport and Greenhouse Road.

First, the existing traffic flow during morning and evening commutes is already at capacity. Adding additional residents in this area will add to the maxed-out congestion.

Second, the stop light at Regional Airport and Greenhouse is already a liability. Too often traffic rounding the corner north/east bound on Regional Airport has minimal time to respond to the traffic light. Adding additional people and an entrance will most certainly increase the risk for problems and accidents.

While we continue to grow as a community, we must be mindful of the infrastructure. There is no doubt the area further south of this area (near the Walmart DC and beyond) will continue to grow. We do not want this vulnerable area to be further developed without first addressing the need for safe traffic flow.

Regards,

Jeff and Kim Valdez
[REDACTED]

Alison Worley

From: Jason Russo [REDACTED]
Sent: Tuesday, April 21, 2020 10:18 AM
To: Planning
Subject: Rezoning the corner of Greenhouse and SE Regional Airport Blvd

Dear Bentonville Planning Commission,
We appreciate all you do for our beautiful city!
As neighbors of the Quailridge Subdivision, Riverwalk Subdivision, and Quail Hollow Subdivision, we want to let you know that we strongly oppose the building of any multi-family complex on the corner of Greenhouse Road and Regional Airport. That would be extremely detrimental for this nice area for several reasons: a) more traffic on an already difficult/dangerous/compromised intersection, b) less safety in this area, c) We already have a duplex complex on the East side of Greenhouse, we don't need apartments across the street from that, d) it just doesn't make sense since there is so much more land moving further east on Regional Airport that could be developed for multi-family without hurting Bentonville's image any further . Respectfully,

Jason Russo
[REDACTED]

Alison Worley

From: Clemens, Randy T [REDACTED]
Sent: Tuesday, April 21, 2020 10:12 AM
To: Tim Robinson
Cc: Planning; Chad Goss; Cindy Acree; Chris Sooter
Subject: Rezoning the corner of Greenhouse and SE Regional Airport Blvd

Tim,

As a resident of Quail Ridge and a concerned citizen of this city I wanted to voice my concern for the rezoning the corner of Greenhouse and SE Regional Airport Blvd for multifamily apartments. The timing of this couldn't be worse since we're encouraged by the CDC to not attend gatherings and I feel that this reconsideration is playing on that disadvantage of our collective voices not being heard. Greenhouse has a known traffic issue and I fear that the rezoning would multiply that issue to a critical failure level and could potentially be a safety hazard. I also own a home in Quail Ridge on Partridge Run that would back up to this new apartment complex and I fear what this consideration would do to our property value. There is an active creek on that property and without any remediation could be a safety hazard for the residents of that complex as well. Its begun to erode and the embankments are steep. There is plenty of property unencumbered just a little further south or west of this land and our home and our neighbors would love to see that this corner not be rezoned as multifamily at this time. We appreciate all that you do and appreciate you reading these emails for concerned residents that will be directly impacted by this change.

Thank you,

Randy T. Clemens

[REDACTED]



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-20-37
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2020

Submitted by:

Brian Bahr

Department

Community Development

Phone

271-6809

ACTION REQUIRED:

Approve the attached mowing contract for brush hog and mowing services by Luttrell Enterprises. This bid is not to exceed \$30,000.00 per year. Bid amounts are \$54.75 per hour for the lead and \$38.33 per hour for a helper for mowing services. \$137.19 per hour for lead and \$52.13 per hour for a helper for Brush Hogging services. Total bid price per hour is \$282.40.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount:

☐ Continuing O and M

Previously Budgeted	\$	30,000
Funds Expended to Date		
Remaining Budget		30,000
Budget Adjustment		-
Remaining After Adjustment	\$	30,000

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





BID TABULATION:
CODE COMPLIANCE MOWING & BRUSH HOGGING SERVICES
IFB-20-37
BID OPENING:
APRIL 15, 2020
at 12:00 P.M

BIDDER NAME	LINE 1: MOWING LEAD WORKER PER HOUR	LINE 2: MOWING ADDITIONAL WORKER PER HOUR	LINE 3: BRUSH HOGGING LEAD WORKER PER HOUR	LINE 4: BRUSH HOGGING ADDITIONAL WORKER PER HOUR	TOTAL BID PRICE
BERTSCHY BRUSH HOGGING SERVICE	\$ 85.00	\$ 100.00	\$ 95.00	\$ 110.00	\$ 390.00
LUTTRELL ENTERPRISES	\$ 54.75	\$ 38.33	\$ 137.19	\$ 52.13	\$ 282.40



CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
CITY HALL 117 WEST CENTRAL AVENUE BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: March 25, 2020

NOTICE TO BIDDERS CODE COMPLIANCE MOWING & BRUSH HOGGING SERVICES

Invitation For Bid (IFB)-20-37

The City of Bentonville, Arkansas is accepting formal, sealed bids from qualified and properly experienced and capable mowing businesses or individuals to perform code compliance mowing, brush hogging, and debris removal services for the City of Bentonville on an as needed basis for a one (1) year contract term, renewable annually upon mutual written agreement.

Interested parties can obtain the required bid packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115 or from the Purchasing Office located at the address below. Sealed bids will be received until 12:00 P.M., Wednesday, April 15, 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



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712

INVITATION FOR BID
IFB-20-37
CODE COMPLIANCE MOWING AND BRUSH HOGGING SERVICES

Date of Issuance: **March 25, 2020**

Bid Number: **IFB-20-37**

Bid Opening Date: **April 15, 2020**

Bid Opening Time: **12:00 P.M.**

Questions regarding this bid should be directed to the Purchasing Department at purchasing@bentonvillear.com.
All questions must be submitted prior to 4:30 P.M., April 8, 2020.

All bids must be received by the Purchasing Office prior to **12:00 P.M., April 15, 2020** in a sealed envelope, clearly marked on the outside with **BID # IFB-20-37**. Bids which must be opened to be identified may be rejected. Late bids or unsigned bids will be rejected, without exception.

Bids will be publicly opened at City Hall, second floor, Purchasing Office, 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>Luttrell Enterprises</i>	PHONE NUMBER:	<i>479-841-0143</i>	FAX NUMBER:	
BUSINESS ADDRESS, STREETS:	<i>6960 W. Medington Dr</i>	CITY:	<i>Fayetteville</i>	STATE:	<i>AR</i>
				ZIP:	<i>72704</i>
				DATE:	<i>4-13-20</i>
PRINTED OR TYPED NAME:	<i>Robert A Luttrell</i>			TITLE:	<i>Owner</i>

ARKANSAS SALES OR USE TAX NUMBER: *431 17 2828*

STATE CONTRACTORS LICENSE NUMBER: _____

INTENT

The intent of this Invitation for Bid (IFB) is for code compliance mowing and brush-hogging services, including debris removal services at various properties located within Bentonville city limits for the City of Bentonville, Arkansas Code Compliance Department.

For clarity purposes, the performance of the service(s), as defined in this IFB document, at various properties will be referred to as "service calls".

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.
- Proof of insurance, as described in this IFB document.

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

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 code compliance mowing and brush hogging, and debris removal services, as described in this bid document.

Each service call will include all services that are industry standard when performing code compliance mowing and brush hogging, and debris removal services, including but not limited to the edging of grass, litter/yard waste removal, weed-eating, blowing off debris or clippings from sidewalks/surfaces to present a neat and orderly appearance, removal of excessive lawn clippings, and removal of loose limbs and leaves from the site(s).

A City of Bentonville Code Compliance Officer must be present at the beginning and end of all code violation locations.

It shall be at the discretion of the City to determine if a site is considered "clean". If any site is not considered "clean" by the appropriate City Code Compliance Officer, the awarded bidder must work in a timely manner to correct the site and bring it to the "clean" standard. Time shall not be accrued for the correction of a site.

The awarded bidder shall start a service call within three (3) business days from the date of notification that a service call is required by the City. If abnormal working conditions exist, such as inclement weather, the awarded bidder must obtain approval for an alternate day/time from the City.

Payment is based on per hour fees. The start time of each service call shall begin when the awarded bidder's work crew and the City Code Compliance Officer meet at the pre-arranged location. Time on site will not be accrued before meeting the City Code Compliance Officer.

In scenarios where the property is brought into compliance prior to the schedule start time of the service call, the City shall give the awarded bidder notice that the property has been brought into compliance within 24 hours of the scheduled start time of the service call.

REFERENCES & EQUIPMENT INSPECTION

The City reserves the right to request references from the apparent low Bidder for work completed within the last three (3) years for the same or similar services as are described herein.

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.

The City reserves the right to use the information gained from references and equipment inspections in the evaluation of the bid submission.

DELIVERY

The City of Bentonville requests that the awarded bidder be ready to schedule service calls 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.

Date available to begin services: Within 2 days from the Notice of Award.

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

The awarded bidder will be required to provide a Certificate of Insurance, in accordance with the specifications listed herein, prior to the commencement of any work. Such certificates shall list the City of Bentonville as additionally insured. Insurance shall remain valid, when applicable, throughout the term of the award (one (1) year). The insurance company must be authorized to do business in the State of Arkansas and the minimum amounts of insurance must be as follows:

- Workers Compensation: Statutory amount comprehensive.
- General & Automotive Liability: \$250,000.00 each person. \$500,000.00 aggregate.
- Property Damage Liability: \$100,000.00 aggregate.

[This space has been intentionally left blank]

INVOICING

Bidder shall provide an invoice to the City's Accounts Payable office **within seven (7) days** of completing the service call for a site.

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

[This space has been intentionally left blank]

Contractor/Vendor Disclosure

Company Name: Luttrell Enterprises

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.

N/A

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.** DS 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 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd 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.

SPECIFICATION	BIDDER MUST INDICATE "AS SPECIFIED" BY PLACING AN "X" IN THIS COLUMN.
Bidder shall coordinate all schedules and delays with the City Code Compliance Department's designated assignee (to be determined post bid award).	X
Bidder will use only equipment standard to a professional landscaping business and suitable for performing the services as described in this bid document.	X
Bidder will have equipment available for inspection by the City prior to beginning services.	X
Code compliance mowing and brush hogging, and debris removal services will only be permitted to be performed between the hours of 7:00 A.M. and 7:00 P.M. Monday through Friday, and in accordance with the City of Bentonville Noise Ordinance.	X
Bidder acknowledges that certain sites requiring code compliance mowing and debris removal services will be located within residential areas and that due professional care will need to be practiced to ensure the safety of the residents and their property, and to avoid causing disruption.	X
Bidder understands that any debris tracked or thrown into the street must be removed by the bidder, including grass clippings present as a result of performing the mowing services.	X
Bidder understands that they will be responsible for mowing, brush hogging and/or weed eating all grass and weeds on the sites where services are to be performed to an acceptable height of 3" (inches) to 4" (inches) and clearing all yard waste.	X

Detail Notes

(Optional): _____

PRICING SHEET

Bid prices shall include all costs for performing the services described in this Invitation for Bid, including but not limited to: all labor, equipment and materials to perform the services, transportation, tax and delivery fees to the City of Bentonville, Arkansas. The City of Bentonville tax rate is 9.5%.

All sites will be located within the City of Bentonville, Arkansas.

Item 1 represents the rate paid only to the Lead Worker. Only one (1) Lead Worker is permitted per job site, per day.

Item 2 represents the rate paid only to the Additional Worker. Only one (1) Additional Worker is permitted per job site, per day.

The awarded bidder is permitted only one (1) Lead Worker and one (1) Additional Worker per job site, per day, unless otherwise pre-arranged and approved through a City Code Compliance Officer.

The Bid Award will be made based on the most responsible and lowest Total Bid Price. The Total Bid Price is the sum of the hourly rates for one (1) Lead Worker and one (1) Additional Worker for a one (1) hour period. The Total Bid Price is used for comparison purposes only.

The awarded Bidder will only be compensated for sites brought to a "clean" standard, as approved by a City Code Compliance Officer.

<u>ITEM/DESCRIPTION</u>	<u>PER HOUR COST</u>
ITEM 1: ONE (1) LEAD WORKER – PER JOB SITE/PER DAY	\$ _____/HOUR
ITEM 2: ONE (1) ADDITIONAL WORKER – PER JOB SITE/PER DAY	\$ _____/HOUR

TOTAL BID PRICE: \$ 282⁴⁰/HOUR

The sum of the hourly rates for one (1) Lead Worker and one (1) Additional Worker for a one (1) hour period.



ADDENDUM TO BID
BID NUMBER: IFB-20-37

ADDENDUM NUMBER: 1

DATE OF ISSUANCE: APRIL 8, 2020

RE: CODE COMPLIANCE MOWING & BRUSH HOGGING SERVICES

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

TO: Prospective Bidders

This addendum modifies the Pricing Sheet in the original bidding document(s) dated March 25, 2020. Bidders note bid submission requirements below:

- Bidders are required to use the included AMENDED PRICING SHEET for any bid submission. Bids received which do not use this amended pricing sheet to convey pricing to the City will be rejected.
- 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.

This Addendum Number 1 consists of 2 pages.

Pricing Sheet:

- 1.0** The City determined that the Pricing Sheet included in the original bidding documents did not accurately convey pricing information for both mowing and brush hogging services.
 - 1.1** The City has amended the Pricing Sheet to include pricing lines for both mowing and brush hogging services.
 - 1.2** The Amended Pricing Sheet follows on Page 2 of this Addendum Number 1.
 - 1.3** The Amended Pricing Sheet must be used in any bid submission for IFB-20-37. Failure to use this Amended Pricing sheet will result in rejection of the Bid Submission.

Amended Pricing Sheet Follows

City of Bentonville, Arkansas
Purchasing Office
IFB-20-37– Addendum Number 1

Page 1 of 2



ADDENDUM TO BID

BID NUMBER: IFB-20-37

ADDENDUM NUMBER 1 – AMENDED PRICING SHEET

Bid prices shall include all costs for performing the services described in this Invitation for Bid, including but not limited to: all labor, equipment and materials to perform the services, transportation, tax and delivery fees to the City of Bentonville, Arkansas. The City of Bentonville tax rate is 9.5%.

All sites will be located within the City of Bentonville, Arkansas.

Item 1 represents the rate paid only to the Lead Worker. Only one (1) Lead Worker is permitted per job site, per day.

Item 2 represents the rate paid only to the Additional Worker. Only one (1) Additional Worker is permitted per job site, per day.

The awarded bidder is permitted only one (1) Lead Worker and one (1) Additional Worker per job site, per day, unless otherwise pre-arranged and approved through a City Code Compliance Officer.

The Bid Award will be made based on the most responsible and lowest Total Bid Price. The Total Bid Price is the sum of the hourly rates for one (1) Lead Worker and one (1) Additional Worker for a one (1) hour period. The Total Bid Price is used for comparison purposes only.

The awarded Bidder will only be compensated for sites brought to a "clean" standard, as approved by a City Code Compliance Officer.

Line Number	Description	Per Hour Cost
1	Mowing / Debris Removal Services One (1) Lead Worker – Per Job Site/ Per Day As Specified	\$ <u>54⁷⁵</u> /Hour
2	Mowing / Debris Removal Services One (1) Additional Worker – Per Job Site/ Per Day As Specified	\$ <u>38³³</u> /Hour
3	Brush Hogging / Debris Removal Services One (1) Lead Worker – Per Job Site/ Per Day As Specified	\$ <u>137¹⁹</u> /Hour
4	Brush Hogging / Debris Removal Services One (1) Additional Worker – Per Job Site/ Per Day As Specified	\$ <u>52¹³</u> /Hour
Total Bid Price <i>The sum of the per hours costs for Lines 1-4. Used for bid comparison purposes only.</i>		\$ <u>282⁴⁰</u>

End of Addendum Number 1

City of Bentonville, Arkansas
Purchasing Office
IFB-20-37– Addendum Number 1

Page 2 of 2



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2020

Submitted by: Tracy Billings

Department: Engineering

Phone: 271-3130

ACTION REQUIRED:

Public hearing and ordinance vacating an Street Right of Way located in Walmart Subdivision on SE 10th Street, to the City of Bentonville, Arkansas, Benton County, Arkansas.

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.

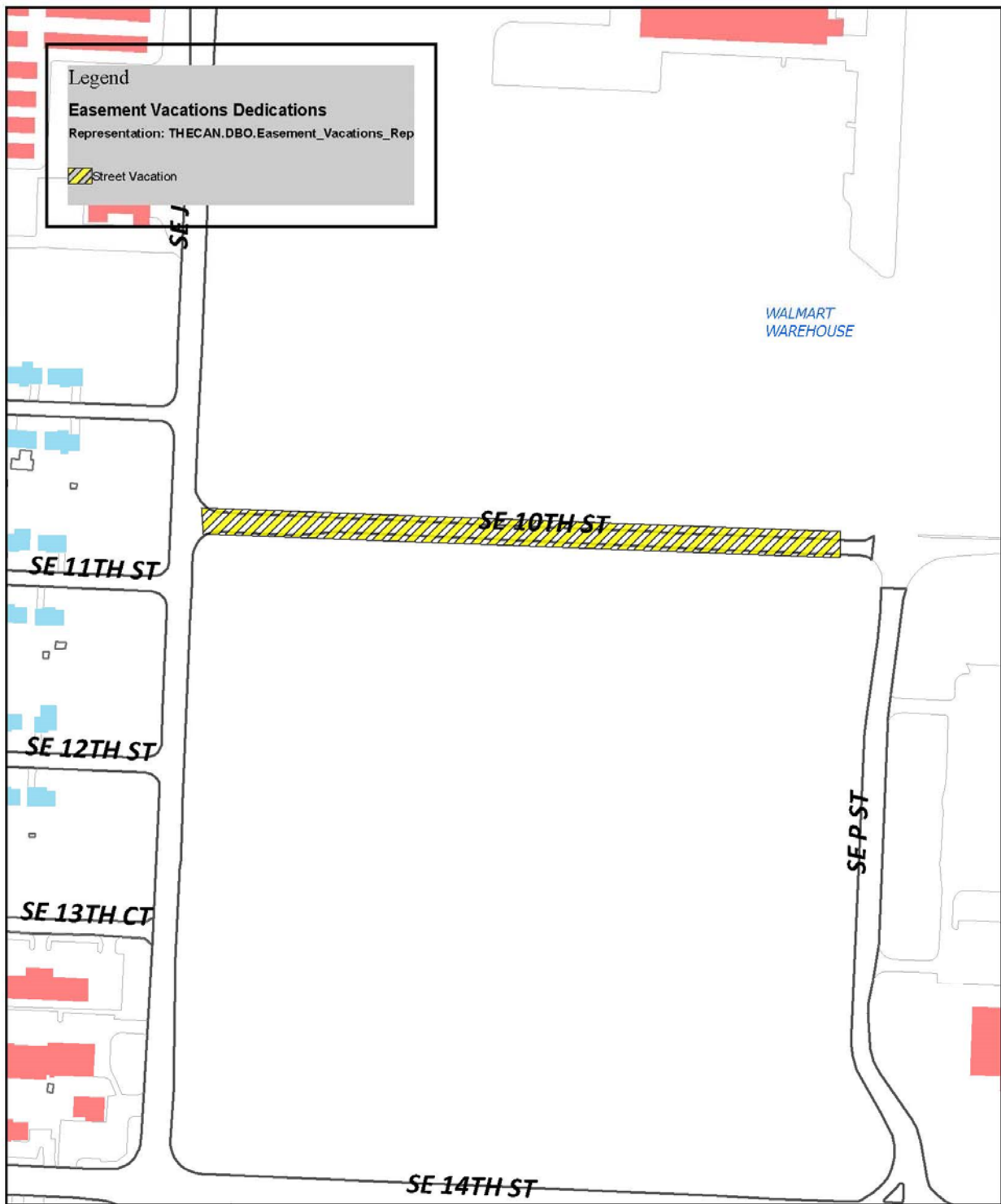
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





1 inch = 235 feet

Proposed ROW Vacation



ORDINANCE NO _____

**AN ORDINANCE VACATING A STREET RIGHT OF WAY LOCATED IN WALMART
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY
ARKANSAS (VAC20-0005).**

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

A tract of land being a 50-foot Right-of-Way as recorded in Deed Book 515, Page 528 of the public records of Benton County, Arkansas, lying in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 20 North, Range 30 West, being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8" rebar on the Northeast corner of Lot 1 of Wal Mart Subdivision No 3 as recorded in Plat Book 2011, Page 55 and on the South Right-of-Way line of SE 10th Street; THENCE leaving said South Right-of-Way line, North 02°51'53" West, along the East Right-of-Way line of SE J Street, 50.22 feet to a found 5/8" rebar at the Southwest corner of Lot 4 of the True Addition as recorded in Plat Book 2011, Page 57 and on the North Right-of-Way line of said SE 10th Street;

THENCE with said North Right-of-Way line, South 87°27'11" East, 1,236.15 feet to a found 5/8" rebar at the Southeast corner of Lot 1 of Wal Mart Subdivision No. 1 as recorded in Deed Book 1996, Page 68430;

THENCE leaving said North Right-of-Way line, South 02°39'12" West, 50.00 feet to a found 5/8" rebar at the Northeast corner of Lot 1 of aforementioned Lot 1 of Wal-Mart Subdivision No. 3 as recorded in Plat Book 2011, Page 55 and on the aforementioned South Right-of-Way line of SE 10th Street;

THENCE with said South Right-of-Way line, North 87°27'11" West, 1,231.32 feet to the POINT OF BEGINNING and containing 61,687 square feet or 1.42 acres, more or less.

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

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

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

A tract of land being a 50-foot Right-of-Way as recorded in Deed Book 515, Page 528 of the public records of Benton County, Arkansas, lying in the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 32, Township 20 North, Range 30 West, being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8" rebar on the Northeast corner of Lot 1 of Wal Mart Subdivision No 3 as recorded in Plat Book 2011, Page 55 and on the South Right-of-Way line of SE 10th Street' THENCE leaving said South Right-of-Way line, North 02°51'53" West, along the East Right-of-Way line of SE J Street, 50.22 feet to a found 5/8" rebar at the Southwest corner of Lot 4 of the True Addition as recorded in Plat Book 2011, Page 57 and on the North Right-of-Way line of said SE 10th Street;
THENCE with said North Right-of-Way line, South 87°27'11" East, 1,236.15 feet to a found 5/8" rebar at the Southeast corner of Lot 1 of Wal Mart Subdivision No. 1 as recorded in Deed Book 1996, Page 68430;
THENCE leaving said North Right-of-Way line, South 02°39'12" West, 50.00 feet to a found 5/8" rebar at the Northeast corner of Lot 1 of aforementioned Lot 1 of Wal-Mart Subdivision No. 3 as recorded in Plat Book 2011, Page 55 and on the aforementioned South Right-of-Way line of SE 10th Street;
THENCE with said South Right-of-Way line, North 87°27'11" West, 1,231.32 feet to the POINT OF BEGINNING and containing 61,687 square feet or 1.42 acres, more or less.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2020, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville,
Arkansas

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2020

Submitted by: Tracy Billings

Department: Engineering

Phone: 271-3130

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for Lot 3 of Presley Place Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas (North Main Street).

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.

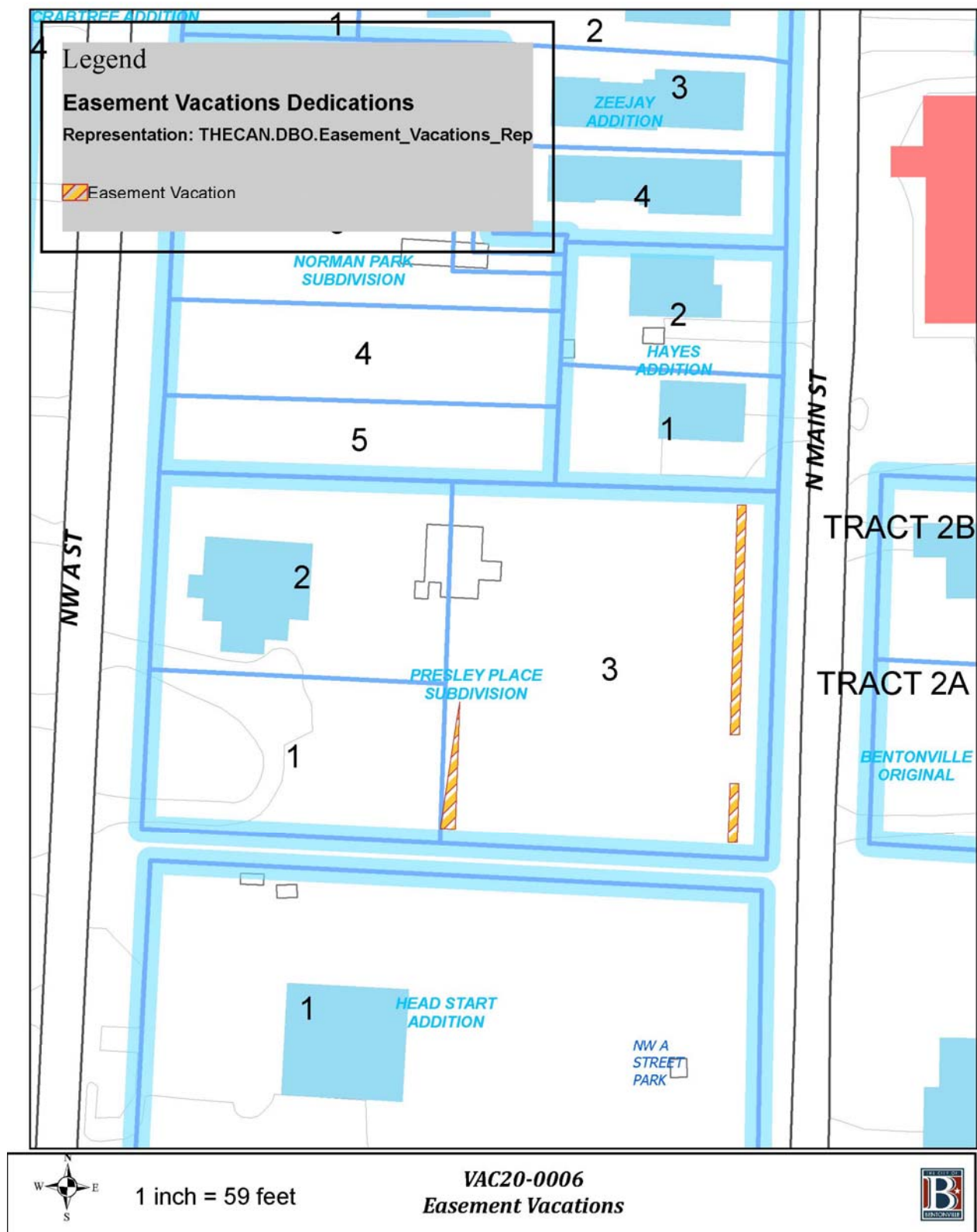
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





ORDINANCE NO _____

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 3
OF PRESLEY PLACE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS,
BENTON COUNTY ARKANSAS (VAC20-0006).**

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

A utility easement Vacation Description #1 being a portion of Lot 3 of Presley Place Subdivision per Plat L201926798, Bentonville, Benton County, Arkansas, and a portion of the Southeast Quarter of the Northeast Quarter of Section 30, Township 20 North, Range 30 West, being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 3,
THENCE along West line of said Lot 3, North 02°00'33" East a distance of 7.50 feet to the North line of a 7.5-foot Utility Easement per Plat L201926798 and the POINT OF BEGINNING;
THENCE continuing along the said West line of Lot 3, North 02°00'33" East a distance of 2.31 feet;
THENCE leaving said West line and along the East line of a 20-foot Sewer Easement per Plat L201926798, North 08°47'28" East a distance of 63.51 feet a point on said Sewer Easement line;
THENCE leaving said Sewer Easement line and along the East line of a 15-foot Utility Easement per Plat L201926798, South 02°00'33" West a distance of 65.48 feet to the aforementioned North Utility Easement line;
THENCE along said North line, North 87°11'55" West a distance of 7.50 feet to the aforementioned West line of Lot 3 and the POINT OF BEGINNING, containing 254 square feet or 0.01 acres, more or less.

AND

A utility easement vacation description #2 being a portion of Lot 3 of Presley Place Subdivision per Plat L201926798, Bentonville, Benton County, Arkansas, and a portion of the Southeast Quarter of the Northeast Quarter of Section 30, Township 20 North, Range 30 West, being ore particularly described as follows:

COMMENCING at the Southeast corner of said Lot 3,
THENCE along the South line of said Lot 3, North 87°11'55" West a distance of 15.40 feet to the West line of a Drainage Easement per Plat L201926798;
THENCE along said West line, North 01°45'41" East a distance of 7.58 feet to the North line of a 7.5-foot Utility Easement per Plat L201926798 and the POINT OF BEGINNING;
THENCE along said North line, North 88°14'19" West a distance of 4.60 feet to the West line of a 20-foot Utility Easement per Plat L201926798;

THENCE along said West line, North 01°45'41" East a distance of 30.51 feet to the South line of aforementioned Drainage Easement;

THENCE along said South line, South 87°11'55" East a distance of 4.60 feet to the West line of said Drainage Easement;

THENCE along said West line, South 01°45'41" West a distance of 30.43 feet to the POINT OF BEGINNING, containing 199 square feet or 0.005 acres, more or less.

AND

A utility easement vacation description #3 being a portion of Lot 3 of Presley Place Subdivision per Plat L201926798, Bentonville, Benton County, Arkansas, and a portion of the Southeast Quarter of the Northeast Quarter of Section 30, Township 20 North, Range 30 West, being ore particularly described as follows:

COMMENCING at the Northeast corner of said Lot 3,

THENCE along said North line, North 88°14'19" West a distance of 15.30 feet to the West line of a Drainage Easement per Plat L201926798;

THENCE along said West line, South 01°45'41" West a distance of 7.50 feet to the South line of a 7.5-foot Utility Easement per Plat L201926798 and the POINT OF BEGINNING;

THENCE continuing along the said West line, South 01°45'41" West a distance of 117.58 feet to the North line of aforementioned Drainage Easement;

THENCE along said North line, North 87°11'55" West a distance of 4.70 feet to the West line of a 20-foot Utility Easement per Plat L201926798;

THENCE along said West line, North 01°45'41" East a distance of 117.50 feet to the aforementioned South line;

THENCE along said South line, South 88°14'19" East a distance of 4.70 feet to the aforementioned West line and the POINT OF BEGINNING, containing 610 square feet or 0.01 acres, more or less.

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

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

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

A utility easement Vacation Description #1 being a portion of Lot 3 of Presley Place Subdivision per Plat L201926798, Bentonville, Benton County, Arkansas, and a portion of the Southeast Quarter of the Northeast Quarter of Section 30, Township 20 North, Range 30 West, being more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 3,
THENCE along West line of said Lot 3, North 02°00'33" East a distance of 7.50 feet to the North line of a 7.5-foot Utility Easement per Plat L201926798 and the **POINT OF BEGINNING**;
THENCE continuing along the said West line of Lot 3, North 02°00'33" East a distance of 2.31 feet;
THENCE leaving said West line and along the East line of a 20-foot Sewer Easement per Plat L201926798, North 08°47'28" East a distance of 63.51 feet a point on said Sewer Easement line;
THENCE leaving said Sewer Easement line and along the East line of a 15-foot Utility Easement per Plat L201926798, South 02°00'33" West a distance of 65.48 feet to the aforementioned North Utility Easement line;
THENCE along said North line, North 87°11'55" West a distance of 7.50 feet to the aforementioned West line of Lot 3 and the **POINT OF BEGINNING**, containing 254 square feet or 0.01 acres, more or less.

AND

A utility easement vacation description #2 being a portion of Lot 3 of Presley Place Subdivision per Plat L201926798, Bentonville, Benton County, Arkansas, and a portion of the Southeast Quarter of the Northeast Quarter of Section 30, Township 20 North, Range 30 West, being ore particularly described as follows:

COMMENCING at the Southeast corner of said Lot 3,
THENCE along the South line of said Lot 3, North 87°11'55" West a distance of 15.40 feet to the West line of a Drainage Easement per Plat L201926798;
THENCE along said West line, North 01°45'41" East a distance of 7.58 feet to the North line of a 7.5-foot Utility Easement per Plat L201926798 and the **POINT OF BEGINNING**;
THENCE along said North line, North 88°14'19" West a distance of 4.60 feet to the West line of a 20-foot Utility Easement per Plat L201926798;
THENCE along said West line, North 01°45'41" East a distance of 30.51 feet to the South line of aforementioned Drainage Easement;
THENCE along said South line, South 87°11'55" East a distance of 4.60 feet to the West line of said Drainage Easement;
THENCE along said West line, South 01°45'41" West a distance of 30.43 feet to the **POINT OF BEGINNING**, containing 199 square feet or 0.005 acres, more or less.

AND

A utility easement vacation description #3 being a portion of Lot 3 of Presley Place Subdivision per Plat L201926798, Bentonville, Benton County, Arkansas, and a portion of the Southeast Quarter of the Northeast Quarter of Section 30, Township 20 North, Range 30 West, being ore particularly described as follows:

COMMENCING at the Northeast corner of said Lot 3,
THENCE along said North line, North 88°14'19" West a distance of 15.30 feet to the West line of a Drainage Easement per Plat L201926798;
THENCE along said West line, South 01°45'41" West a distance of 7.50 feet to the South line of a 7.5-foot Utility Easement per Plat L201926798 and the **POINT OF BEGINNING**;
THENCE continuing along the said West line, South 01°45'41" West a distance of 117.58 feet to the North line of aforementioned Drainage Easement;
THENCE along said North line, North 87°11'55" West a distance of 4.70 feet to the West line of a 20-foot Utility Easement per Plat L201926798;
THENCE along said West line, North 01°45'41" East a distance of 117.50 feet to the aforementioned South line;
THENCE along said South line, South 88°14'19" East a distance of 4.70 feet to the aforementioned West line and the **POINT OF BEGINNING**, containing 610 square feet or 0.01 acres, more or less.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville,
Arkansas

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3130

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for Lot 1 and 2 of Presley Place Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas (NW A Street).

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 VACATING A UTILITY EASEMENT LOCATED AT LOT 1 &
2 OF THE PRESLEY PLACE SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS, BENTON COUNTY ARKANSAS (VAC20-0007).**

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

A utility easement vacation description #1 being a portion of Lots 1 and 2 of Presley Place Subdivision per Plat L201926798, Bentonville, Benton County, Arkansas, and a portion of the Southeast Quarter of the Northeast Quarter of Section 30, Township 20 North, Range 30 West, being more particularly described as follows:

COMMENCING at a set 5/8" rebar capped with PLS #1618 and the Northwest corner of said Lot 2;
THENCE along the West line of said Lot 2, South 02°44'07" West a distance of 7.50 feet;
THENCE leaving said line and along the South line of a 7.5-foot Utility Easement per Plat L201926798, South 88°14'51" East a distance of 10.00 feet to the **POINT OF BEGINNING**;
THENCE along said South line, South 88°14'51" East a distance of 10.00 feet;
THENCE leaving said South line and along the East line of a 20-foot Utility Easement per Plat L201926798, South 02°44'07" West a distance of 86.27 feet to the North line of a 15-foot Utility Easement per Plat L201926798;
THENCE along said North line, South 87°13'53" East a distance of 120.63 feet to the West line of a 20-foot Sewer Easement per Plat L201926798;
THENCE along said West line, South 08°47'28" West a distance of 15.08 feet to the South line of the aforementioned 15-foot Utility Easement;
THENCE along said South line, North 87°13'53" West a distance of 119.04 feet to the aforementioned East line of a 20-foot Utility Easement;
THENCE along said East line, South 02°44'07" West a distance of 66.64 feet to the North line of a 7.5-foot Utility Easement per Plat L201926798;
THENCE along said North line, North 87°11'55" West a distance of 10.00 feet;
THENCE leaving said line, North 02°44'07" East a distance of 167.72 feet to the **POINT OF BEGINNING** and containing 3,475 square feet or 0.08 acres, more or less;

AND

A utility easement vacation description #2 being a portion of Lot 2 of Presley Place Subdivision per Plat L201926798, Bentonville, Benton County, Arkansas, and a portion of the Southeast Quarter of the Northeast Quarter of Section 30, Township 20 North, Range 30 West, being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 2;
THENCE along the East line of said Lot 2, South 02°00'33" West a distance of 6.13 feet;
THENCE leaving said East line and along the West line of a 20-foot Sewer Easement per Plat L201926798, South 08°47'28" West a distance of 1.38 feet to the South line of a 7.5-foot Utility Easement per Plat L201926798 and the **POINT OF BEGINNING**;
THENCE along said West line, South 08°47'28" West a distance of 62.14 feet to a point on the West line of a 15-foot Utility Easement per Plat L201926798;

THENCE along said West line, North 02°00'33" East a distance of 61.67 feet to the aforementioned South line of a 7.5-foot Utility Easement;
THENCE along said South line, South 88°14'51" East a distance of 7.34 feet; to the **POINT OF BEGINNING**, containing 226 square feet or 0.01 acres, more or less.

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

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

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

A utility easement vacation description #1 being a portion of Lots 1 and 2 of Presley Place Subdivision per Plat L201926798, Bentonville, Benton County, Arkansas, and a portion of the Southeast Quarter of the Northeast Quarter of Section 30, Township 20 North, Range 30 West, being more particularly described as follows:

COMMENCING at a set 5/8" rebar capped with PLS #1618 and the Northwest corner of said Lot 2;
THENCE along the West line of said Lot 2, South 02°44'07" West a distance of 7.50 feet;
THENCE leaving said line and along the South line of a 7.5-foot Utility Easement per Plat L201926798, South 88°14'51" East a distance of 10.00 feet to the **POINT OF BEGINNING**;
THENCE along said South line, South 88°14'51" East a distance of 10.00 feet;
THENCE leaving said South line and along the East line of a 20-foot Utility Easement per Plat L201926798, South 02°44'07" West a distance of 86.27 feet to the North line of a 15-foot Utility Easement per Plat L201926798;
THENCE along said North line, South 87°13'53" East a distance of 120.63 feet to the West line of a 20-foot Sewer Easement per Plat L201926798;
THENCE along said West line, South 08°47'28" West a distance of 15.08 feet to the South line of the aforementioned 15-foot Utility Easement;
THENCE along said South line, North 87°13'53" West a distance of 119.04 feet to the aforementioned East line of a 20-foot Utility Easement;
THENCE along said East line, South 02°44'07" West a distance of 66.64 feet to the North line of a 7.5-foot Utility Easement per Plat L201926798;
THENCE along said North line, North 87°11'55" West a distance of 10.00 feet;
THENCE leaving said line, North 02°44'07" East a distance of 167.72 feet to the **POINT OF BEGINNING** and containing 3,475 square feet or 0.08 acres, more or less;

AND

A utility easement vacation description #2 being a portion of Lot 2 of Presley Place Subdivision per Plat L201926798, Bentonville, Benton County, Arkansas, and a portion of the Southeast Quarter of the Northeast Quarter of Section 30, Township 20 North, Range 30 West, being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 2;
THENCE along the East line of said Lot 2, South 02°00'33" West a distance of 6.13 feet;
THENCE leaving said East line and along the West line of a 20-foot Sewer Easement per Plat L201926798, South 08°47'28" West a distance of 1.38 feet to the South line of a 7.5-foot Utility Easement per Plat L201926798 and the **POINT OF BEGINNING**;
THENCE along said West line, South 08°47'28" West a distance of 62.14 feet to a point on the West line of a 15-foot Utility Easement per Plat L201926798;
THENCE along said West line, North 02°00'33" East a distance of 61.67 feet to the aforementioned South line of a 7.5-foot Utility Easement;
THENCE along said South line, South 88°14'51" East a distance of 7.34 feet; to the **POINT OF BEGINNING**, containing 226 square feet or 0.01 acres, more or less.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville,
Arkansas

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas

CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	20-33
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		



AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2020

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Bid Award to Superior Auto Group in the amount of \$45,648, Bid IFB-20-33 (1 Chevrolet Silverado Evidence and Crime Scene Vehicle Replacement to include equipment and upfitting). See attached bid tabulation and bid submission forms. (Note: This purchase will complete 6 of the 9 total vehicles budgeted in 2020. 5 vehicle purchases have already been completed, including 4 vehicles by a competitive bidding process and 1 vehicle through Arkansas State Bid. The remaining 3 vehicles are pending purchase via Arkansas State Bid. The total cost of all vehicles in our 2020 budget, including equipment and upfitting, will be below this year's budgeted amount.

COST TO CITY:

Cost of this Request: \$45,648

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	428,500
Funds Expended to Date		245,008
Remaining Budget		183,492
Budget Adjustment		-
Remaining After Adjustment	\$	183,492

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





BID TABULATION:
IFB-20-33- BID OPENING
CHEVROLET SILVERADO SPECIAL SERVICE VEHICLE
MONDAY, APRIL 13, 2020
at 12:30 P.M

BIDDER NAME	TOTAL BID PRICE
Superior Automotive Group	\$ 45,648.09



CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
CITY HALL 117 WEST CENTRAL AVENUE BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: March 29, 2020

NOTICE TO BIDDERS

**(1) 2020 Chevrolet Silverado 1500 ½ Ton 4WD Crew Cab
1WT Special Service Vehicle, With Additional Equipment
Installed**

Invitation For Bid (IFB)-20-33

The City of Bentonville, Arkansas is accepting formal, sealed bids for the purchase and delivery of one (1) 2020 Chevrolet Silverado 1500, ½ (one-half) ton, four-wheel-drive crew cab 1WT Special Service Vehicle Pickup Truck, with additional equipment installed, as specified.

Interested parties can obtain the required bid packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115 or from the Purchasing Office located at the address below. Sealed bids will be received until 12:30 P.M., Monday, April 13, 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



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-33

INVITATION FOR BID (IFB)

(1) 2020 Chevrolet Silverado 1500 ½ ton 4WD Crew Cab 1WT Special Service Vehicle with Additional Equipment Installed

Date of Issuance: MARCH 29, 2020

Bid Number: IFB-20-33

Bid Opening Date: APRIL 13, 2020

Bid Opening Time: 12:30 P.M.

Questions regarding this bid should be directed to the Purchasing Office via written communication only by emailing purchasing@bentonvillear.com.

All questions must be submitted prior to 4:30 P.M., April 7, 2020.

Bids must be received by the Purchasing Office prior to 12:30 P.M., April 13, 2020 in a sealed envelope, clearly marked on the outside with Bid Number IFB-20-33. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

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

EXECUTION OF BID

(REQUIRED FOR ACCEPTANCE 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: SUPERIOR Automotive GRP	PHONE NUMBER: 479 268-1003	FAX NUMBER: 479 524-3150
BUSINESS ADDRESS, STREETS: 440 HWY 412 EAST Siloam Springs	CITY: AR	STATE: 72761
DATE: 4/10/2020		ZIP
SIGNED BY: Don Clark		TITLE:

ARKANSAS SALES OR USE TAX NUMBER: **282781-04-001**

STATE CONTRACTORS LICENSE NUMBER(Not Required): _____



CITY OF BENTONVILLE, ARKANSAS
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CITY HALL
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INTENT

The intent of this Invitation for Bid (IFB) is for the purchase and delivery of one (1) 2020 Chevrolet Silverado 1500 ½ (one-half) ton 4WD (four-wheel drive) Crew Cab 1WT Special Service Vehicle Pickup Truck, with additional equipment installed, as specified, or equivalent item, for the City of Bentonville, Arkansas.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.

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

CONTRACT TERM:

The awarded bidder will receive a single purchase order issued by the City of Bentonville for the one-time purchase and delivery of one (1) 2020 Chevrolet Silverado 1500 ½ ton 4WD Crew Cab 1WT Special Service Vehicle Pickup Truck, with additional equipment installed.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of one (1) 2020 Chevrolet Silverado 1500 ½ ton 4WD Crew Cab 1WT Special Service Vehicle Pickup Truck, with additional equipment installed. Bidder agrees to furnish all equipment and accessories as specified in this Invitation for Bid document, and as is standard to be included with this type of equipment.

DELIVERY

The City Of Bentonville requests delivery within ninety (90) days after receipt of the City's purchase order. If this delivery schedule cannot be met, Bidder must state the number of days required from receipt of the City's purchase order to deliver the item to the City. Failure to state a delivery time obligates the Bidder to complete delivery within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City. Delivery must be made within the City's working hours, which are Monday through Friday from 8:00 A.M to 4:30 P.M.

Delivery within 60-90 Days days after receipt of City's purchase order.



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EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as refers 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. Bids containing items proposed as equivalent shall clearly describe the equivalent article being offered and indicate how it differs from the City's original specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the bid. It is the Bidder's responsibility to demonstrate to the City that a substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.

INVOICING

The awarded Bidder shall submit an invoice to the City, at the remittance address below:

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

For payment to be made upon delivery of the equipment, the awarded Bidder must submit an Invoice to the City at least seven (7) days prior to the scheduled delivery date.

PAYMENT TERMS



Net 30 days



Other: UPON DELIVERY



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
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Contractor/Vendor Disclosure

Company Name: SUPERIOR AUTOMOTIVE GROUP

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

☒ Yes ☐ No

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. CC Initials



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**CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE**

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 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd 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 Manager 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.



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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 Division, 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 Procurement Manager 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.



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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



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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 Manager 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 Office, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every other Friday.
36. **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 Manager 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.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712

IFB-20-33

7. The Purchasing Manager 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 Manager any proposed increase is found unacceptable, the Purchasing Manager 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 Manager on the mailing lists for such publications so the Purchasing Manager 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.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-33

SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space provided. Bidders must also indicate or describe any item being offered to the City that does not meet specification but is being offered to the city as being "EQUIVALENT" or "EXCEEDS" the City's specifications. Bidder must also provide other information where indicated.

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
General:			
One (1) 2020 Chevrolet Silverado 1500, ½ ton 4WD Crew Cab 1WT Special Service Vehicle, with additional equipment installed.	X		
The unit shall meet or exceed all applicable Federal, State and Local transportation regulations, laws, ordinances and statutes.	X		
The unit shall meet or exceed all applicable O.S.H.A standards.	X		
The unit shall be a 2020 production model.	X		
Wheels/Tires:			
PZX-18" (eighteen inch) aluminum	X		
R30-LT275/65 R18 all-terrain tires	X		
Engine:			
L82-5.3 Liter EcoTec3 V-8 Gasoline Engine with Active Fuel Management	X		
Minimum 340 HP (horsepower)	X		
Minimum 350 LB-FT (pound per foot) Torque	X		
Transmission :			
MYC-6 Speed Automatic Transmission	X		



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Specification Description	Bidder must use this column to indicate " <u>AS SPECIFIED</u> " by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an " <u>EQUIVALENT</u> " item being offered to the City.	Bidder must use this column to indicate/describe an item that " <u>EXCEEDS</u> " the City's specification.
Rear Axle:			
G80-Electronic Locking Differential	X		
GU6-3.42 gear ratio	X		
Brakes:			
As listed in 5W4 package equipment	X		
Frame:			
As listed in 5W4 package equipment	X		
Front Bumper:			
V46-Bumper, Front, Chrome	X		
Electrical:			
Battery, 12 volt minimum 700 CCA	X		
Minimum 220amp Alternator	X		
6J3- Wiring- Grille Lamp and Speakers	X		
6J4- Horn/Siren Circuit	X		
9L7- Upfitter/Accessory Electrical Switches	X		
AQQ- Keyless Remote Entry	X		
Fuel Tank:			
Approximately 26 Gallon	X		
Cab Interior:			
IOR-Chevrolet Infotainment, 8 inch color screen	X		
A2X-Power Seat Adjuster (Driver's Side)	X		
B30-Floor Covering: Carpet, Color Keyed	X		
AKO- Glass, Deep Tinted	X		
Power Windows and Door Locks	X		
Interior Trim: Cloth, Jet Black	X		
A52-Seats: Front 40/20/40 Split Bench	X		
Cab Exterior:			
Color- G9K-Satin Steel Metallic	X		
Special Equipment:			
5W4-Vehicle Special Service, Municipal	X		

Detail Notes (optional): _____



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Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space provided. Bidders must also indicate or describe any item being offered to the City that does not meet specification but is being offered to the city as being "EQUIVALENT" or "EXCEEDS" the City's specifications. Bidder must also provide other information where indicated.

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
JL1-Integrated Trailer Brake Controller	X		
UD7-Rear Parking Assist Sensors	X		
UF2-Lighting, Cargo Box, LED	X		
Z71-Suspension Package, Off Road	X		
Z82-Trailer Package	X		
ZLQ-Fleet Convenience Package	X		
ADDITIONAL EQUIPMENT SPECIFICATIONS			
Numbers by descriptions of equipment are Factory Equipment Numbers			
The Total Bid Price shall include installation of all equipment and all items standard in the furnishing and installation of this type of equipment, including mounting brackets, freight, and shipping charges.			
(1) Whelen Inner Edge (ISFL49Z), Individual Driver and Passenger Side Units. Colors: Blue/White	X		
(2) Whelen ION DUO Series Linear LED Universal Lights (WEC-ION) installed in the front grille. Colors: Blue/White	X		
(1) HG2 62" LED Bumper Rear Runner. (HG21TKK62XX) Color: Blue	X		
(1) Whelen Remote Siren with Handheld Mic Controller (WEC-HHS2200)	X		
(1) Whelen (SA 315) 100W 122DB Speaker installed behind front grille	X		
(1) Speed Turtle Flasher EFM 3.0	X		
(1) Streamlight flashlight (75832) with charger/piggy back with spare battery	X		



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IFB-20-33

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
(1) Leer 100XQ Camper Shell with Keyless Entry Option color matched to vehicle	X		
(1) Extendedbed (EB-1560) 48" x 60" Steel Frame Assembly	X		
(1) Extendedbed (LACntyHM-M) LA County Haz Mat Carrier with optional Third Drawer at Cab- End Passenger Side	X		

Detail Notes (optional): _____



CITY OF BENTONVILLE, ARKANSAS
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IFB-20-33

BIDDER'S ACKNOWLEDGEMENT OF REQUIRED DOCUMENTS

Bidders are required to verify that the following required documents have been included with their Bid submission. Incomplete Bid submissions may be rejected.

Description	Bidder's Initials
Invitation for Bid document, executed with <u>all fields</u> complete.	



CITY OF BENTONVILLE, ARKANSAS
 PURCHASING OFFICE
 CITY HALL
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PRICING SHEET

Bid prices shall include all costs to the City, including but not limited to: all equipment, accessories, materials, taxes and delivery fees to the City of Bentonville, Arkansas.

The City of Bentonville sales tax rate is 9.5%.

Delivery will be made to the City of Bentonville Police Department, located at 908 Southeast 14th Street Bentonville, Arkansas 72712

The Bid Award will be based on the lowest and most responsible Total Bid Price where equipment presented meets or exceeds the City's specifications.

Quantity	City Specified Item Description	Bid Submitted Item Description (As specified is an acceptable response)	Price
	<u>2020 Chevrolet</u> <u>Silverado 1500 ½ ton</u> <u>4WD Crew Cab 1WT</u> <u>Special Service Vehicle,</u> <u>AS SPECIFIED</u>	<u>AS</u> <u>SPECIFIED</u>	<u>\$ 45,648.09</u>
Subtotal:			<u>\$ 45,648.09</u>
Tax:			<u>\$ N/A</u>
TOTAL BID PRICE:			<u>\$ 45,648.09</u>



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
x	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Resolution authorizing the Mayor and Clerk to enter into an Offer and Acceptance agreement for the exchange of land with Trailside Partners LLC.

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



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: April 16, 2020
Re: City Council approval of a resolution authorizing the Mayor and Clerk enter into an Offer and Acceptance Agreement for a Land Exchange with Trailside Partners, LLC.

Staff is seeking Council's approval of a resolution authorizing the Mayor and Clerk enter into an Offer and Acceptance for a land exchange with Trailside Partners, LLC. The agreement details how the City and the Developer will trade land benefiting both parties.

The City will trade the Developer 1,660 square feet allowing them to straighten property lines to create the most desirable residential units. In exchange, the City will receive 1,868 square feet of land from the developer. The land is towards the center of Town Branch Park, allowing the park to be more compact and less linear in nature.

Trailside Partners first approached Parks and Recreation Staff in early 2019 about the development. At that time, Staff informed the developer we were to begin a Master Plan (Quilt of Parks) for our Downtown Bentonville public spaces and we wanted to hear the desires from the public for the future of the park. Our intent was that anything we do with our park land must be consistent with our future plan.

The Development team was cooperative with the City during our planning phase, working closely with our design team throughout the process to create a residential and commercial development consistent with the overall objective of the Master Plan. The development will activate Town Branch Park and will enhance the user experience on the Razorback Greenway. Please find attached how the development is placed along the trail and how the park and development interact once construction is complete.

If you have any questions regarding this item, please email me at dwright@bentonvillear.com. If I cannot answer your question(s), I will forward them to the appropriate department.

Attachments:

Offer and Acceptance agreement
Quilt of Park Master Plan - Town Branch Park Design

REAL ESTATE EXCHANGE AGREEMENT

This REAL ESTATE EXCHANGE AGREEMENT, is made and entered into this _____ day of _____, 2020 by and between the City of Bentonville, Arkansas, a Municipal Corporation, (hereinafter referred to as the "City"), and Trailside Partners, LLC, an Arkansas Limited Liability Company, (hereinafter referred to as "Trailside Partners"), with the City and Trailside Partners being referred to individually as "party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the City wishes to exchange land it owns in return for land owned by Trailside that is equal in size to allow for proper city improvements to be made as necessary;

WHEREAS, Trailside Partners wishes to exchange land it owns in return for land owned by the City that is equal in size to allow for proper development of a private development project; and

WHEREAS, the Parties desire to establish an understanding of certain agreements that will relate to the proposed land exchange.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the Parties do hereby agree as follows:

1. Purpose. This Real Estate Exchange Agreement is intended to memorialize the agreement between the Parties regarding the exchange of land of equal size, as indicated and described on Exhibit A, attached hereto and incorporated herein by reference, and related obligations of the Parties.

2. Agreement to Exchange. In consideration of the mutual obligations of the Parties set forth in this Agreement, the City hereby agrees to convey the property as indicated in Exhibit "A" to Trailside Partners (the "City Property"), and Trailside Partners agrees to convey the property as indicated in Exhibit "A" to the City (the "Trailside Partners Property"), on the terms and conditions set forth in this Agreement.

3. Effective Date. This Memorandum and Agreement shall be effective upon the approval of the City Council, and the Trailside Partners members.

4. Exchange. The Parties agree the consideration for the City Property is the Trailside Partners property, and the consideration for the Trailside Partners Property is the City Property.

5. City Closing Costs. At the Closing, the City shall pay (i) the recording charges for any instrument that releases or discharges any lien or other matter of record title as required by this Agreement on the City Property, and (ii) attorney's fees and expenses incurred by the City.

6. Trailside Partners Closing Costs. At the Closing, Trailside Partners shall pay (i) the recording charges for any instrument that releases or discharges any lien or other matter of record

title as required by this Agreement on the Trailside Property, and (ii) attorney's fees and expenses incurred by Trailside Partners.

7. Closing. The closing of this transaction (the "Closing") shall take place at Woodard Law Group, 234 SW 7th Street, Suite 108, Bentonville, AR 72712, or such other location, at a time as the Parties may agree. It is agreed by the Parties that time is of the essence with respect to the Closing. At closing, the Parties shall deliver to the other a duly executed and acknowledged quitclaim deed conveying the subject property to the other Party. The Parties shall also deliver any and all documents necessary to prove clear and marketable title. The City shall also provide to Trailside Partners any and all documents deemed necessary, at Trailside Partners' sole discretion, to prove the City's authority to convey the City Property to Trailside Partners.

8. The City Representations and Warranties. The City represents and warrants to Trailside Partners as of the Effective Date as follows:

(a) Leases. There are no leases, licenses, occupancy agreements or other rental agreements (written or verbal) that grant any possessory interest in and to any space situated on the City Property;

(b) Contracts. There are no service, maintenance, supply or management contracts affecting the City Property that will survive the Closing and be binding on Trailside Partners;

(c) Ability to Perform. The City has full power to execute, deliver and carry out the terms and provisions of this Agreement, the City has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and the person signing this Agreement on behalf of the City is authorized to do so;

(d) No Impediments. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against the City which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transactions contemplated by this Agreement;

(e) Litigation. The City has received no written notice of litigation affecting the City Property or the City's ability to fulfill its obligations under this Agreement, nor has any such action been threatened in writing;

(f) Notices. The City has not received any written notices that remain outstanding or unresolved relating to (i) any violation of any laws, ordinances, bylaws or other governmental regulations applicable to the City Property, (ii) any pending or threatened condemnation proceedings regarding any portion of the City Property, or (iii) any proposed changes to the zoning ordinance affecting the City Property.

9. Trailside Partners Representations and Warranties. Trailside Partners represents and warrants to The City as of the Effective Date as follows:

(a) Leases. There are no leases, licenses, occupancy agreements or other rental agreements (written or verbal) that grant any possessory interest in and to any space situated on the Trailside Partners Property;

(b) Contracts. There are no service, maintenance, supply or management contracts affecting the Trailside Partners Property that will survive the Closing and be binding on the City;

(c) Ability to Perform. Trailside Partners has full power to execute, deliver and carry out the terms and provisions of this Agreement, Trailside Partners has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and the person signing this Agreement on behalf of Trailside Partners is authorized to do so;

(d) No Impediments. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Trailside Partners which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transactions contemplated by this Agreement;

(e) Litigation. Trailside Partners has received no written notice of litigation affecting the Trailside Partners Property or Trailside Partners' ability to fulfill its obligations under this Agreement, nor has any such action been threatened in writing;

(f) Notices. Trailside Partners has not received any written notices that remain outstanding or unresolved relating to (i) any violation of any laws, ordinances, bylaws or other governmental regulations applicable to the Trailside Partners Property, (ii) any pending or threatened condemnation proceedings regarding any portion of the Trailside Partners Property, or (iii) any proposed changes to the zoning ordinance affecting the Trailside Partners Property.

10. Risk of Loss. Each Party shall bear the risk of loss for its Property that it currently owns and is subject to this Agreement up and until the Closing occurs.

11. Notices. Any notices required to be given under this Agreement shall be given in writing and shall be delivered via certified mail, postage prepaid, return receipt requested, or by electronic mail, by 5:00 p.m. on the day such notice is required to be given, and such notices shall be addressed as follows:

To the City:	Ms. Camille Thompson City Attorney 117 W. Central Avenue Bentonville, AR 72712 E-mail: cthompson@bentonvillear.com
To Trailside Partners:	Mr. Chris Woodard Woodard Law Group

234 SW 7th Street, Suite 108
Bentonville, AR 72712
E-mail: chris@woodardlawgroup.com

12. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

13. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the Parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both Parties.

14. Waiver or Breach. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the Parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should either Party be required to institute legal action to enforce any of its rights set forth in this Agreement, the prevailing party shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

15. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

16. Binding Effect. The provisions herein shall bind both Parties hereunto and their respective successors and assigns.

17. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

18. Choice of Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Arkansas and venue for litigation between the Parties shall be solely and exclusively in Benton County, Arkansas, or the United States District Court for the Western District of Arkansas.

[Signatures on next page...]

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above written.

CITY OF BENTONVILLE, AR

TRAILSIDE PARTNERS, LLC

By: _____
Stephanie Orman, Mayor

By: _____
Jake Newell, Member

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

TOWN BRANCH PARK

Nature Gateway



*RENDERINGS BY EDO



BENTONVILLE QUILT OF PARKS
BENTONVILLE, AR • CITY OF BENTONVILLE

DESIGNWORKS JOP
FEBRUARY 2020

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN OFFER AND ACCEPTANCE
FOR THE EXCHANGE OF CERTAIN LAND WITH
TRAILSIDE PARTNERS LLC.**

**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 Offer and Acceptance for the Exchange of Land with Trailside Partners, LLC, as set forth in the Real Estate Contract 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 #	IFB-20-30
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2020

Submitted by:

Wade Tomlinson

Department

Parks and Recreation

Phone

464-7275

ACTION REQUIRED:

Bid Award of IFB-20-30, in the amount of \$59,357.00, to 81 Construction for Construction services for the Wishing Springs Trail Straightening Project.

COST TO CITY:

Cost of this Request: \$59,357

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: Wade Tomlinson, Parks Planner
Thru: David Wright, Parks and Recreation Director
Date: April 16, 2020
Re: Bid Award IFB-20-30 Wishing Springs Trail Straightening

Parks and Recreation Staff is requesting City Council's approval to award bid IFB-20-30 to 81 Construction to purchase service to re-build sections of trail near West McNelly Road. The project was bid at \$59,387.00.

Bentonville Parks and Recreation needs to improve the trail alignment from the parking lot to the Bridge at McNelly Road. The current alignment does not provide a quality user experience and leaves users guessing how to proceed when they reach this area on the trail. This new plan straightens a trail intersection and removes one trail intersection near the parking area leaving an alignment that is very direct and less confusing.

A bid was opened on April 15, 2020 by the purchasing department. The project will be awarded to 81 Construction, who was the low bidder. 81 Construction has completed similar projects for Parks and Recreation, including the Citizens Park Trail.

The Parks and Recreation Department will pay for the improvement using the balance of the \$2.1MM Razorback Greenway Improvements Grant was extended to the City in 2018. Other projects this grant has produced include: Trail straightening at North Trail / Wishing Spring Trail, Cub / A Street Parking Lot, Bridge Replacement at SE 5th Street, and Trail Crossing Improvements on SE 28th and SE Moberly.

If you have any questions regarding this item, please let me know. Please call me at 464-7275 or email wtomlinson@bentonvillear.com.

IFB-20-30-Wishing Springs Trail Straightening Bid Tabulation

UNITS	UNIT	DESCRIPTION	81 CONSTRUCTION		ARCO EXCAVATION		DIAMOND C CONSTRUCTION		PAVECON	
			UNIT COST	TOTAL UNIT PRICE	UNIT COST	TOTAL UNIT PRICE	UNIT COST	TOTAL UNIT PRICE	UNIT COST	TOTAL UNIT PRICE
215	LF	Tree Protection	\$ 6.00	\$ 1,200.00	\$ 4.89	\$ 1,051.35	\$ 5.00	\$ 1,075.00	\$ 4.50	\$ 967.50
454	LF	Silt Fencing	\$ 4.00	\$ 1,816.00	\$ 4.33	\$ 1,965.82	\$ 3.46	\$ 1,570.84	\$ 5.50	\$ 2,497.00
1	EA	Rock Check Dam	\$ 800.00	\$ 800.00	\$ 903.97	\$ 903.97	\$ 920.00	\$ 920.00	\$ 2,500.00	\$ 2,500.00
1	EA	Concrete Washout	\$ 400.00	\$ 400.00	\$ 1,908.61	\$ 1,908.61	\$ 1,495.00	\$ 1,495.00	\$ 1,500.00	\$ 1,500.00
1	EA	Construction Entrance	\$ 1,000.00	\$ 1,000.00	\$ 1,999.48	\$ 1,999.48	\$ 2,070.00	\$ 2,070.00	\$ 3,500.00	\$ 3,500.00
1,274	SY	Demolition and Site Clearing	\$ 3.00	\$ 3,822.00	\$ 9.50	\$ 12,103.00	\$ 3.16	\$ 4,025.84	\$ 1.00	\$ 1,274.00
44	SFF	Retaining Wall Removal	\$ 10.00	\$ 440.00	\$ 11.09	\$ 487.96	\$ 33.98	\$ 1,495.12	\$ 25.00	\$ 1,100.00
359	LF	Fence/Railing Removal	\$ 10.00	\$ 3,590.00	\$ 13.29	\$ 4,771.11	\$ 11.54	\$ 4,142.86	\$ 8.00	\$ 2,872.00
1	EA	Boilard Removal	\$ 300.00	\$ 300.00	\$ 205.36	\$ 205.36	\$ 460.00	\$ 460.00	\$ 350.00	\$ 350.00
1	EA	Sign Removal/Disposal	\$ 300.00	\$ 300.00	\$ 94.90	\$ 94.90	\$ 230.00	\$ 230.00	\$ 150.00	\$ 150.00
341	SY	Concrete & Base Removal	\$ 25.00	\$ 8,525.00	\$ 19.41	\$ 6,618.81	\$ 18.22	\$ 6,213.02	\$ 14.00	\$ 4,774.00
18	CY	Undercut & Hauloff	\$ 40.00	\$ 720.00	\$ 40.01	\$ 720.18	\$ 19.17	\$ 345.06	\$ 100.00	\$ 1,800.00
6	CY	Topsoil Removal	\$ 25.00	\$ 150.00	\$ 40.79	\$ 244.74	\$ 19.17	\$ 115.02	\$ 60.00	\$ 360.00
3	CY	Topsoil Haul Off	\$ 40.00	\$ 120.00	\$ 63.31	\$ 189.93	\$ 19.17	\$ 57.51	\$ 75.00	\$ 225.00
3	CY	Topsoil Reuse	\$ 30.00	\$ 90.00	\$ 254.91	\$ 764.73	\$ 19.17	\$ 57.51	\$ 50.00	\$ 150.00
12	CY	Import Topsoil	\$ 81.00	\$ 972.00	\$ 38.79	\$ 465.48	\$ 76.67	\$ 920.04	\$ 85.00	\$ 1,020.00
37	TON	8" Stabilized Subgrade	\$ 35.00	\$ 420.00	\$ 20.70	\$ 248.40	\$ 19.17	\$ 230.04	\$ 100.00	\$ 1,200.00
252	SY	Class 7 Base	\$ 40.00	\$ 1,480.00	\$ 44.76	\$ 1,656.12	\$ 31.09	\$ 1,150.33	\$ 50.00	\$ 1,850.00
10	SFF	10' Concrete Trail	\$ 55.00	\$ 13,860.00	\$ 50.04	\$ 12,610.08	\$ 55.70	\$ 14,036.40	\$ 80.00	\$ 20,160.00
15	LF	Replace Segmental Block Retaining Wall	\$ 75.00	\$ 750.00	\$ 60.73	\$ 607.30	\$ 40.25	\$ 402.50	\$ 65.00	\$ 650.00
1,022	SY	Cap Stones for Walls	\$ 150.00	\$ 750.00	\$ 50.61	\$ 253.05	\$ 23.00	\$ 115.00	\$ 25.00	\$ 125.00
90	LF	Sod	\$ 6.00	\$ 6,132.00	\$ 4.24	\$ 4,333.28	\$ 5.77	\$ 5,895.94	\$ 4.50	\$ 4,599.00
1	EA	Cedar Fence	\$ 50.00	\$ 4,500.00	\$ 185.59	\$ 16,703.10	\$ 57.50	\$ 5,175.00	\$ 75.00	\$ 6,750.00
91	LF	Cedar Bumper Rail w/ posts+footings	\$ 3,500.00	\$ 3,500.00	\$ 948.98	\$ 948.98	\$ 5,865.00	\$ 5,865.00	\$ 950.00	\$ 950.00
119	LF	Centerline Solid Striping	\$ 3.00	\$ 273.00	\$ 9.49	\$ 863.59	\$ 4.43	\$ 403.13	\$ 7.00	\$ 637.00
1	EA	Centerline Dashed Striping	\$ 3.00	\$ 357.00	\$ 8.54	\$ 1,016.26	\$ 1.45	\$ 172.55	\$ 7.00	\$ 833.00
1	EA	18"x23" Drain Grate	\$ 3,000.00	\$ 3,000.00	\$ 937.42	\$ 937.42	\$ 4,025.00	\$ 4,025.00	\$ 750.00	\$ 750.00
Total Bid Price:			\$	\$ 59,357.00	\$	\$ 74,673.01	\$	\$ 62,864.71	\$	\$ 63,543.50

*The Oelke bid submission was rejected due to being unsigned.



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 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 EDG, in the total fee of \$338,375.00, for the Schematic Design and Construction Documents Phase for the Future SW 28th Street Park.

COST TO CITY:

Cost of this Request: \$338,375

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: April 14, 2020
Re: Resolution for contracting with EDG for the Schematic Design and Construction Phase for the Future SW 28th Street Park

Staff is requesting a Council resolution to authorize the Parks department to enter into an agreement with EDG for the schematic design and construction document phase services.

In 2011, Cynthia Coughlin donated 25 acres in SW Bentonville for a future park. When we accepted the land donation, we discussed the duration of time it could be before we move to construction. There were other priorities, such as Citizens Park and the Bentonville Community Center. In addition, we knew development needed to occur around the raw land before we were ready to proceed.

As development certainly occurred, the Play Bentonville plan highlighted this area and provide ideas of how to utilize the space. In 2018, Parks and Recreation created the master plan that was adopted by the Parks Board. We have been working with Finance Department to plan the best time to move forward with the project. Now that funding is in place, we have the opportunity to proceed.

The next step in moving toward the development of the park is hire a design firm and complete the design construction documents and be prepared to move forward towards bidding the project. City Staff utilized a Professional Services selection committee to choose Ecological Design Group (EDG), based on their qualifications, to design the project.

The agreement with Ecological Design Group (EDG) is valued at \$338,375. The 2020 budget included \$200,000 for the design. In addition to our budgeted amount, Parks and Recreation has been awarded a \$65,000 grant for the design of this project. We are asking that council also approve a budget adjustment in the amount of \$73,375, to be paid for by Parks Impact Fees.

Once contracts are signed for the project, we will begin the design phase. The project should be ready to bid this fall. The overall goal remains to open this project in early 2022.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

Attachments:
Agreement with EDG



April 14, 2020

Mr. David Wright
Parks and Recreation Director
City of Bentonville
215 SW A St.
Bentonville, AR 72712

RE: Future Park at 28th Street, Bentonville Arkansas

Dear Mr. Wright:

Per your request, we are pleased to submit the following contract for professional services regarding the above-mentioned project. This contract is based on the proposal previously submitted for your review, and conceptual site plan and budget prepared by EDG. The scope includes extending the trail system along with providing conceptual street design as discussed in a meeting on January 14, 2020.

SCOPE OF SERVICES

The purpose of the services proposed herein is to provide professional Landscape Architectural, Civil Engineering and Trail planning services necessary for Schematic Design through Bidding and Negotiation services for the planned future public park improvements.

Park development will include an all age inclusive splash park, playground, pavilion, central green, dog park, multi-use open fields, trails, parking, maintenance facility, restrooms, lighting and stream crossing.

Architectural services including MEP and Structural design services are part of this scope and will be provided by an Architectural sub-consultant to EDG. EDG has included Toole Design for assistance in the planning and design of all trail systems associated with the project. Additionally, several due diligence items are identified that will be provided separately from the basic services as allowances as described below in the Allowances section.

In addition to the above scope of services, EDG shall include extending the trail design southwest as follows:

Trail extension to Featherston Road, crossing and continuing to Greenhouse Road, crossing and tying into the existing trail segment to the SW. This trail system shall run along the southern edge of Little Osage Tributary.

The final scope of services shall include conceptual street design for connecting SW Maple Road to Southwest Regional Airport Blvd will be included along with its integration to the Park. A trail integrated in the street design or side path will be conceptually designed from SW Maple Road to SW Bright Road Round-a-bout.

The boundary, existing conditions, and topographic survey shall be provided by the City of Bentonville.

BASIC SERVICES

TASK A: Schematic Design:

EDG's scope of work for this phase includes the following specific tasks:

1. Attend and participate in meetings and coordination with Owner as required;
2. Program review and site plan modifications;
3. Pre-design Civil Utility investigation;
4. Schematic design presentation document; and
5. Develop opinion of probable cost.

TASK B: Design Development:

Based on the approved Schematic Design Drawings, EDG will perform the following design development tasks:

1. Perform preliminary design calculations, including stormwater management design, infrastructure development, and site layout design;
2. Prepare a design development civil site layout plan that includes site access, layout, required street improvements, and location of site civil features in accordance with the project requirements;
3. Prepare a design development site utility plan and/or profile that includes layout of site water service and site sanitary sewer service as well as layout corridors for other utilities including but not limited to natural gas in accordance with the project requirements;
4. Prepare a design development site grading and drainage plan that includes location of stormwater management facilities as well as site grading;
5. Coordinate with subconsultant MEP engineer, and other sub-consultants regarding site utilities, site layout, and stormwater management;
6. Submit project milestone documents for Owner review including:
 - a. 50% design development drawings
 - b. 95% design development drawings ;
7. Assist with evaluation of 50% and 95% design development estimated construction costs;
8. Prepare outline of site related technical specifications for coordination with other disciplines;
9. Meet with the City of Bentonville planning and engineering staff to review project; and
10. Attend and participate in meetings with the project team.

TASK C: Large Scale Development Submittal, Agency Review, Building Permit Application

EDG will perform the following tasks to seek approval from the City of Bentonville, and other jurisdictional agencies to begin construction of the project.

1. Attend LSD pre-submittal review meeting;
2. Submit 50% Construction Drawings as prepared during Tasks D & E to the City of Bentonville in accordance with Large Scale Development approval process outlined in the City's subdivision code of ordinances. This includes the preparation of the following additional information beyond the construction drawings prepared in Tasks D & E:
 - a. Stamped Drainage Report and associated calculations;
 - b. Preparation of the Large-Scale Development Application and associated documentation for submittal;
 - c. Additional drawings required by the City that are not included in the Construction Drawings;
3. Attend the Planning Commission Technical Review meeting;
4. Revise and edit the drawings and specifications as required based on comments received by the City of Bentonville from the Planning Commission Technical Review meeting;
5. Submit revised drawings and specifications to the City of Bentonville Planning Commission;
6. Attend the Planning Commission Meeting;

Ecological Design Group, Inc. | 314 S. 3rd Street Rogers, Arkansas 72762 | www.ecologicaldg.com

7. Assist the Client in preparation of the building permit application; and
8. Submit the Construction Drawings and specifications for the proposed water and sewer system improvements along with design calculations to the Arkansas Department of Health (ADH) for review and approval.

TASK D: Construction Documents:

Based on the approved Design Development drawings, EDG will perform the following tasks during the Construction Document phase:

**Architectural, Plumbing, Mechanical and Structural Documents shall be completed by licensed sub consultants to Ecological Design Group, Inc.*

1. Perform final design calculations, including stormwater management design, infrastructure development, and site layout design;
2. Provide design schedule;
3. Provide stamped civil site construction drawings including, but not limited to the following Drawings:
 - a. Site Preparation and Demolition Plans
 - b. Tree and Wetland Preservation Plans
 - c. Site Layout Plans
 - d. Site Utility Plans
 - e. Site Grading & Drainage Plans
 - f. Erosion Control Plans
 - g. Site Electrical Plan
 - h. Sitework Details
 - i. Site Furnishings
 - j. Site Stormwater Details
 - k. Planting Plan
 - l. Site Water and Sewer Details
 - m. *Architectural Drawings; including plumbing, mechanical and electrical;*
4. Provide technical specifications for site pavements, earthwork, site concrete, water systems, sanitary sewer systems, erosion control measures, and all sitework included in our scope of work;
5. Prepare an opinion of probable construction cost for the scope of work included on our drawings;
6. Submit Construction Drawings as prepared to the City of Bentonville in accordance for Large Scale Administrative approval;
7. Revise and resubmit plans based on City staff comments;
8. Organize and attend City pre-con and provide required information for City approval; and
9. Attend and participate in meetings with the project team. Assumes one (1) meeting/conference call per week and milestone meetings at critical portions of the project.

TASK E: Bidding and Negotiations:

EDG, Inc. shall assist in the bidding and negotiations for the project including:

1. Assist with bid package development and distribution;
2. Assist with bid list review and evaluation;
3. Assist with bid scope reviews; and
4. Assist with VE item selections and evaluations.

TASK G: Architectural + MEP + Structural Services:

Architectural services, provided by an Architectural subconsultant to EDG, including:

1. Prefabricated pavilion structural and associated restroom facility per City of Bentonville specifications;
2. Coordination of city permitting process;
3. MEP and Structural engineering services associated with Architectural services

TASK H: Conceptual Street Design including Trail:

EDG will provide conceptual street design including trail connecting SW Maple Road to SW Regional Airport Road with the trail connectivity continuing to SW Bright Road Round-a-Bout.

1. Conceptual Street Design with integrated or side path trail to SW Regional Airport Road;
2. Preliminary grading and drainage and street profile;
3. Conceptual Trail connectivity and street sections to incorporate such to SW Bright Road Round-a-bout.

ALLOWANCES

Allowance 1 - Geotechnical Investigation. Acquire professional service proposals for the geotechnical portion of the work to be approved by ownership.

Allowance 2 - Toole Design shall assist EDG in all trail planning and design within the park and connections to neighborhoods as required.

Allowance 3 – Provide Hydraulic analysis of planned development within the floodplain/floodway and provide no rise documentation if required.

REMUNERATION

We propose to perform Basic Services work described above based on a lump sum fees listed below and is based upon the approved program and budget (see budget attachment) plus allowances for.

Basic Services:

TASK A: Schematic Design Items 1-5	\$	31,500.00
TASK B: Design Development Items 1-10	\$	77,250.00
TASK C: Large Scale Development, Agency Review, Building Permit App Items 1-8	\$	10,000.00
TASK D: Construction Documents Items 1-9	\$	107,750.00
TASK E: Bidding and Negotiations Items 1-4	\$	8,125.00
TASK G: Architectural + MEP + Structural Services Items 1-3	\$	21,250.00
TASK H: Conceptual Street Design Items 1-2	\$	15,000.00
Basic Services Total	\$	270,875.00

Allowances:

Allowance 1 – Geotechnical Investigation	\$	10,000.00
Allowance 2 – TOOLE DESIGN	\$	35,000.00
Allowance 3 – No Rise Documentation	\$	15,000.00

Allowance Total	\$	60,000.00
TOTAL (Basic Services + Allowances)	\$	330,875.00
Plus, reimbursable expenses n.t.e.		7,500.00
TOTAL FEE	\$	338,375.00

Reimbursable Expenses:

The Client shall, in addition to payment of the fee, reimburse the Consultant for expenditures made for such items as, drawings and reports necessary to conduct the work and not otherwise furnished by the Client; computer plots; reproductions; prints; postage; mileage (standard IRS rate) Reimbursable expenses will be billed at 1.0 times direct cost.

Indemnification:

Without waiving immunity pursuant to the law, the Client shall hold harmless and indemnify EDG, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts or omissions, and / or material breach of the contract of Client, its agents, servants, employees or lower tiered contractors in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have hereto executed this agreement.

CONTRACTOR:

[Redacted Signature]

Date: 04.14.2020

Martin L. Smith, PLA
Principal, Ecological Design Group, Inc.
216 West Birch Street
Rogers, Arkansas 72756

OWNER:

Date: _____

City of Bentonville, Arkansas

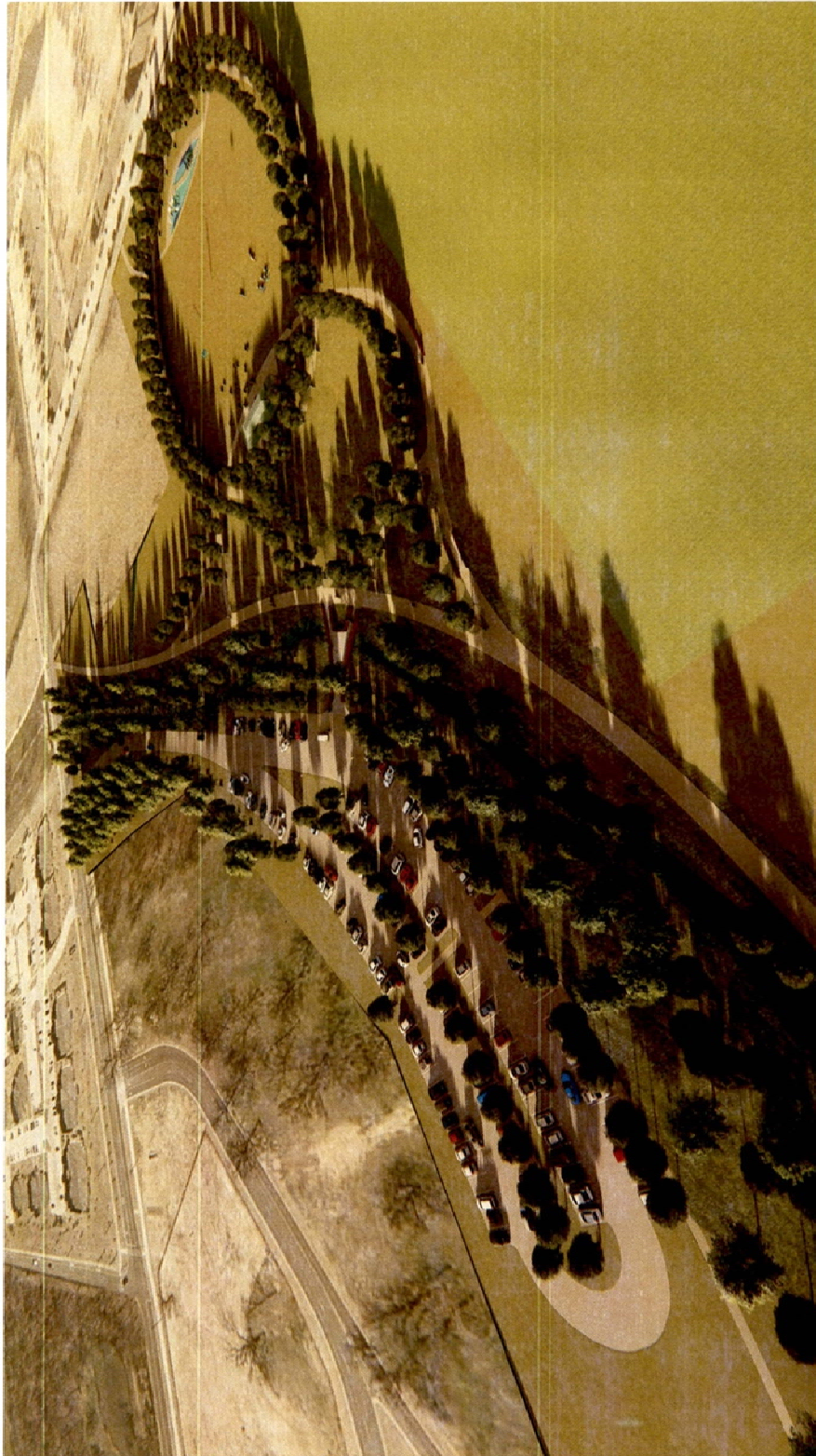


- 1 PAVILION
- 2 RESTROOM
- 3 GREAT LAWN
- 4 SPLASH PAD PLAY AREA
- 5 SHADED PICNIC AND SITTING AREA
- 6 FLEXIBLE SPORTS FIELDS
- 7 STORMWATER MANAGEMENT EDUCATIONAL WETLAND
- 8 DROP OFF
- 9 CONCRETE PATH WITH BOARDWALKS
- 10 PARKING LOT
- 11 MULTI-PURPOSE TRAIL
- 12 POTENTIAL FUTURE CONNECTION TO SCHOOL

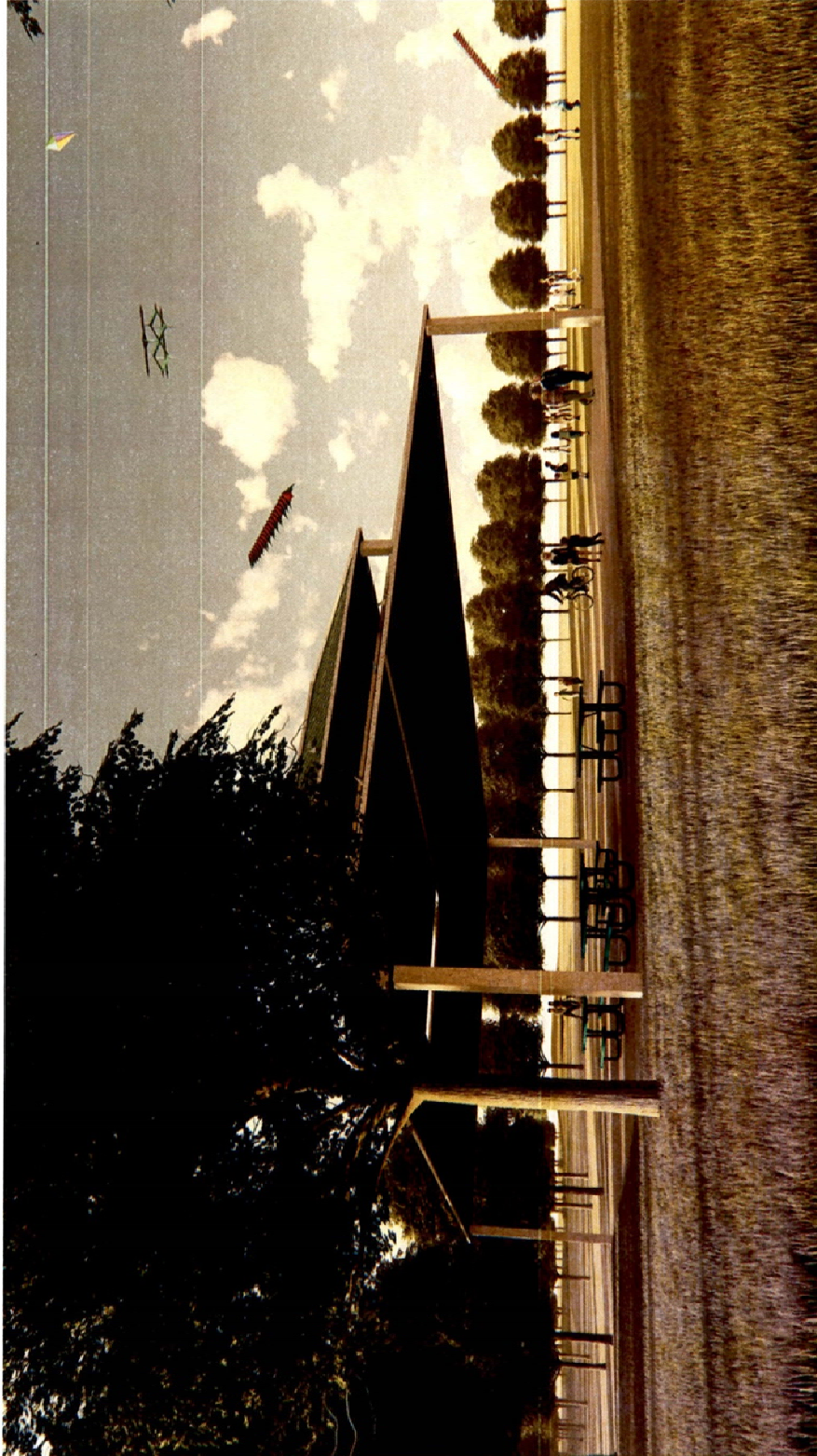
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COUGHLIN PARK - BENTONVILLE AR 1

EDG













Conceptual Design - Opinion of Cost

14-Jun-18
17-036

Project No:

Coughlin Park		Quantity	Unit Cost	Cost	Total
1	Division 1 - General Requirements				
	Silt Fencing - Soil Wattles	2600	lf	\$4.00	\$10,400.00
2	Division 2 - Existing Conditions				
	Erosion Control - Check Dam and Temp. Seeding	13	ac	\$2,500.00	\$32,500.00
3	Division 3 - Concrete				
	Site Preparation - Clearing and Grubbing - Demolition	13	ac	\$2,500.00	\$32,500.00
10	Division 10 - Specialties				
	Cast-in-Place Concrete- bridge abutments	60	cy	\$1,000.00	\$60,000.00
26	Division 26 - Electrical				
	Park Signage and Site Furnishings	1	ls	\$50,000.00	\$50,000.00
31	Division 31 - Earthwork				
	Site lighting	35	ea	\$3,500.00	\$122,500.00
	Secondary Electric	1	ls	\$35,000.00	\$35,000.00
	Earthwork Cut/Fill	30,000	cy	\$8.00	\$240,000.00
	Compacted Trail/Plaza Base	4000	ton	\$35.00	\$140,000.00
	Compacted Road Base	3500	ton	\$35.00	\$122,500.00
32	Division 32 - Exterior Improvements				
	Concrete Paving	1715	cy	\$325.00	\$557,375.00
	Concrete Wheel Stops	100	ea	\$110.00	\$11,000.00
	Concrete Walks/Trails/Plaza	2075	cy	\$325.00	\$674,375.00
	Trees 2.5" Caliper	150	ea	\$350.00	\$52,500.00
	Turf Grass - Sod	12300	sy	\$3.50	\$43,050.00
	Site Plant Material 2" plugs - Native Grasses - Perennials	10000	ea	\$3.00	\$30,000.00
	Irrigation Equipment - Sod and Trees Only	110,000	sf	\$0.80	\$88,000.00
	Misc. Landscape Soil, Planting Mix, Compost ect.	1	ls	\$15,000.00	\$15,000.00
	Bridges	60	lf	\$1,875.00	\$112,500.00
	Splash Pad Development	1	ea	\$650,000.00	\$650,000.00
	Boardwalks	800	sf	\$70.00	\$56,000.00
33	Division 33 - Utilities				
	Hydroseed multi-use fields	350000	sf	\$0.12	\$42,000.00
	Sewer	200	lf	\$70.00	\$14,000.00
	Water Line	200	lf	\$70.00	\$14,000.00
	Fire Hydrant Assembly	1	ea	\$5,000.00	\$5,000.00
	Architecture and Structures				
	Event Pavilion	2250	sf	\$80.00	\$180,000.00
	Restroom	400	sf	\$120.00	\$48,000.00
Subtotal					
\$3,438,200					
\$515,730					
\$275,056					
TOTAL					
\$4,228,986					



COUGHLIN PARK - BENTONVILLE AR 7

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH ECOLOGICAL DESIGN GROUP, INC. FOR THE DESIGN AND CONSTRUCTION DOCUMENT PHASE FOR THE FUTURE SOUTHWEST 28TH STREET PARK IN 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 a professional services agreement with Ecological Design Group, Inc., for the schematic design and construction document phase 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		
☐	Bid Award	Bid #
☒	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Budget adjustment for City Council approval, in the amount of \$65,000.00, to recognize a grant award from the Walton Family Foundation for design services for the park design for the 28th Street Park.

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





Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: April 17, 2020
Re: City Council approval of budget adjustment, in the amount of \$65,000 for the design work associated with the future park on SW 28th Street Park and Bright Road extension.

City Staff is seeking City Council's approval of a budget adjustment to recognize the award of a \$65,000 grant from the Walton Family Foundation for design work associated for the future park on SW 28th Street.

This grant supports two major initiatives of this project design. First, the grant assists the City in paying for the design of a trail running the length of the park and onto SW Greenhouse Road. The trail, which will eventually be part of the larger looped system, will provide residents a safe route to walk or ride a bike to the park property, or the adjacent school. Second, in conjunction with our Transportation and Engineering Departments, the plan will conceptually design the SW Bright Road extension to SW 28th Street. The grant pays for a design that should include bicycle infrastructure (ex: protected bike lane or sidepath trail) from SW 28th Street to SW Gator Road. The long-term hope is that we are able to safely connect the parks and schools in this portion of the community. These plans are consistent with our Play Bentonville Plan and the Bike / Pedestrian Master Plan.

If you have any questions regarding this item, please email me at dwright@bentonvillear.com. If I cannot answer your question(s), I will forward them to the appropriate department.

Attachments:
Grant Award Letter from Walton Family Foundation

WALTON FAMILY
FOUNDATION

April 10, 2020

Mayor Stephanie Orman
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant 00102484

Dear Stephanie,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve K-12 education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of \$65,000.00 to complete design documents for the 28th Street park trail extension and a conceptual design for the SVV Bright Road bicycle and pedestrian connections. The grant funds are subject to the terms attached, and you should receive the funds within 14 days. If you have any questions, please contact HomeRegion@wffmail.com and reference Grant 00102484.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Caryl M. Stern
Executive Director

PO Box 2030
Bentonville, AR 72712

44 Cook Street, Suite 255
Denver, CO 80206

111 Town Square Place, Suite 420
Jersey City, NJ 07310

919 18th Street, NW, Suite 400
Washington, D.C. 20006



Grant Agreement

April 10, 2020

Grant 00102484

The Walton Family Foundation, Inc. ("WFF" or "Foundation") has approved a grant in the amount of \$65,000.00 to City of Bentonville ("Grantee"). The project term will be April 10, 2020 to June 30, 2021. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to complete design documents for the 28th Street park trail extension and a conceptual design for the SW Bright Road bicycle and pedestrian connections. This grant is more fully described in Grantee's proposal dated March 18, 2020. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: \$65,000.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
#1	\$65,000.00	Upon completion of a signed grant agreement	April 20, 2020

3. **Payable:** This grant payment of \$65,000.00 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive grant funds electronically within 14 days of completion.
4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.
5. **Reporting and Evaluation:** Grantee will provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

	Type	Scheduled Date
1	Progress Report	December 01, 2020
2	Progress Report	March 01, 2021
3	Financial Report	June 30, 2021
4	Final Report	June 30, 2021

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant 00102484 on all reports submitted.

Grant payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
- (a) Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
 - (b) In no event will Grantee use any grant funds:
 - (i) to carry on propaganda, or otherwise to attempt, to influence legislation;
 - (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - (iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
 - (c) Grantee will comply with all applicable laws and regulations.
7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:
- (a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
 - (b) Grantee fails to comply with the terms of this agreement; or
 - (c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.
8. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.
- The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.
9. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
10. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00102484 in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this agreement is not completed by April 24, 2020 the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Caryl M. Stern
Executive Director

City of Bentonville

By:

Stephanie Orman
Mayor

Appendix A: City of Bentonville

Performance Measures

Goal: Create design and construction documents for future 28th Street Park bicycle and pedestrian connections.			
Outputs And Outcomes			
Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The City of Bentonville will select a qualified, experienced consultant(s) to create design and construction documents for the future 28th Street Park bicycle and pedestrian connections.	05/31/2020	Executed Agreement
Output	The selected design firm will complete the design of the 4,100 linear foot multi-use paved trail connecting the park to adjacent school and surrounding neighborhoods.	01/15/2020	Copy of plans for third party review and comment
Output	The design firm will complete the conceptual design of the 6,000 linear foot street extension of SW Bright Road with complementary bicycle and pedestrian infrastructure connecting the park to the schools on SW Bright Road.	01/15/2021	Copy of conceptual plans for third party review and comment
Outcome	The Parks and Recreation Board will review and approve the final plans.	04/01/2021	Final set of plans and meeting Minutes
Outcome	The City will approve the final construction plans and establish a construction schedule and funding plan.	05/31/2021	Copy of approvals, preliminary schedule and funding plan
Outcome	The City will commit to utilizing the facility design guidelines developed in the Nelson/Nygaard NWA Bike Infrastructure Plan and/or NACTO design guidelines to guide the design of both facilities.	05/31/2020	Letter from Parks and Recreation Director



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☒	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Budget adjustment for City Council approval, in the amount of \$73,375.00, to recognize a budget adjustment for design services for the 28th Street Park from Parks Impact Fees.

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



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Parks

Date of Request: April 17, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-5030-452.73-90	Capital - Other		\$ 73,375.00	\$ (73,375.00)
	Capital - Other	\$ 73,375.00		\$ 73,375.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 73,375.00	\$ 73,375.00	\$ -

Justification:

Budget adjustment recognizes moving funds from Parks Impact Fees to Capital for the design of the future 28th Street Park.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
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PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: April 17, 2020
Re: City Council approval of budget adjustment, in the amount of \$73,375 for the design work associated with the future park on SW 28th Street Park and Bright Road extension.

City Staff is seeking City Council's approval of a budget adjustment to recognize the transfer of \$73,375 from Parks Impact Fees to Capital Services for the design of the future park on SW 28th Street.

This park design will include open greenspace, a destination playground and splash park, dog park, a cricket pitch, open field space, trail head / parking lot, restrooms and more. The total design fees for the park are \$338,375.

Park design should be completed this fall. We anticipate construction to begin either late this year or early 2021.

If you have any questions regarding this item, please email me at dwright@bentonvillear.com. If I cannot answer your question(s), I will forward them to the appropriate department.

Attachments:
Budget Adjustment Form



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2020

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into a agreement with Utility Financial Solutions, LLC to perform an electric cost of service study for \$44,500.00. This is a 2020 budgeted item.

COST TO CITY:

Cost of this Request: \$44,500

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



MEMORANDUM

DATE: April 28, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Electric Cost of Service Study - UFS

Electric Dept. staff recommends entering into an agreement with Utility Financial Solutions, LLC (UFS) to perform an electric cost of service study for \$44,500.00.

The last cost of service study was performed in 2015. The Electric Dept. conducts studies every 5 years to see if any changes in the industry (increase in solar), population growth, business expanses, business changes, etc. necessitate any changes to the existing electric rates. With the Electric Dept. being a non-profit entity, the rates are designed to cover the electric dept. O&M, capital improvements, mandated reserves.

With the increase in PV (solar) installations, UFS will look at the existing Net Metering Ordinance to ensure that the rates are correct and cover the cost incurred by Bentonville and that other rate payers are not subsidizing PV installations.

UFS is a nationally recognized firm specializing in electric cost of service studies. They routinely teach courses on COS studies to the American Public Power Association (APPA).

This is a 2020 budget item.



Bentonville Electric Utilities Department

PROPOSAL FOR

Electric Cost of Services Study

RFQ-20-23

Including Pricing and Work Engagement



Corporate location:
Utility Financial Solutions, LLC
185 Sun Meadow Court
Holland, MI USA 49424
(616) 393-9722
Fax (888) 566-4430

Submitted Respectfully by:
Mark Beauchamp, CPA, CMA, MBA
President, Utility Financial Solutions, LLC
mbeauchamp@ufswest.com
(616) 393-9722

mbeauchamp@ufswest.com
O: 616.393.9722
C: 616.403.5450
F: 888.566.4430

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



March 6, 2020

City Hall
Attn: Purchasing Office
117 West Central Avenue
Bentonville, AR 72712

Utility Financial Solutions, LLC (UFS) is pleased to submit a proposal to provide a cost of service and rate design study for Bentonville Electric Utilities Department (BEUD). Our proposal is based on our prior experience with completing cost of service studies for municipal utilities around the United States. **The letter includes estimated fees to complete the scope of service for the electric cost of service study and avoided cost value of solar.** UFS is an internationally known firm with a long-standing relationship and history of assisting municipalities with financial analysis and are recognized experts in the utility field. UFS personnel are instructors for the American Public Power Association, Southern Gas Association and the National Association of Regulatory Utility Commissioners. Courses UFS instruct include financial planning, cost of service, rate design, and a series of Commission training programs.

Proposed Project Manager, Mr. Mark Beauchamp: Mark will oversee project management and contractual agreements. Mr. Beauchamp began Utility Financial Solutions, LLC in 2001 and is the current President of UFS. With over 38 years' experience working with utilities he has completed over one thousand cost of service studies. His degrees include Water Purification Technology, Accounting and MBA. His background provides unique experience and knowledge to share with utilities and includes a Class A license in wastewater treatment, water treatment license, Certified Public Accountant and Certified Management Accountant. This unique background has identified Mark as an industry leader in utility cost of service and rate design.

Prior Experience: UFS is comprised of experienced staff including economists, engineers, and finance professionals. Our reputation has allowed us to be the recommended rate consulting firm for numerous associations and agencies around the country. Our extensive experience provides utilities with studies that can be relied upon. Please feel free to contact the references included in this proposal.

Project Approach: UFS has obtained rate approval for many utilities. Our unique approach includes development of key targets to keep the utility financially stable, development of minimum and maximum levels of rate adjustments, and identification of a long-term rate track for the utility. The key targets and development of the rate track is used as part of an educational presentation for the governing body to obtain guidance and input in the rate making process. Our methodology and the education provided is why we have grown to be the preferred provider of rate study services in the United States.

We appreciate the opportunity to submit this proposal and look forward to discussing it with you. If you have questions or need additional information, please contact me at 616.403.5450.

Sincerely,

A black rectangular box redacting the signature of Mark Beauchamp.

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

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1. Statement of Qualifications

This section discusses UFS experience and qualifications developed over the past 19 years assisting municipalities with cost of service and financial analysis. UFS personnel are recognized as national experts and include highly qualified, motivated, experienced, and knowledgeable professionals. UFS' reputation has resulted in industry leading status shown by the number of clients we serve, our frequent requests to instruct classes and speak at conferences around the nation and our frequent requests to serve as expert witnesses on rate related issues.

The Project Manager for BEUD will be Mark Beauchamp, CPA, CMA, MBA with assistance from staff listed in this proposal. Mark has over 38 years' experience and holds degrees in Water Purification Technology, Accounting Degree and master's degree in business. Mark is a Certified Public Accountant, Certified Management Accountant, holds a class A license in Wastewater Treatment and an F-4 Water License.

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

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

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

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

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

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

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

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

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

A sample of recent presentations are listed below:

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

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

- a. Basic Cost of Service
- b. Intermediate Cost of Service
- c. Advanced Cost of Service
- d. Financial Planning
- e. Utility Financial Check-up
- f. Cost of Service and Rate Design for Distributed Generation
- g. Development of Line Extension Policies
- h. Rate Structures to promote Energy Conservation
- i. Rate Structures to create Revenue Stability
- j. Advanced issues in Rate Design
- k. Advanced issues in Cost Allocations

Similar Past Studies

In the past 36 months UFS has completed electric cost of service studies for several utilities around the nation of similar scope of services. Utilities listed on the next page vary from small to large public power systems.

Electric Client

Ainsworth NE - KBR Rural PPD	Georgetown Utility Systems TX	Morgan UT	Sitka AK
Algona IA	Grand Electric Cooperative SD	Murfreesboro TN	Smethport PA
APPA	Grand Haven BPW	Muskegon MI	Smithfield NC
Apex NC	Grand River Dam Authority OK	Naperville IL	South Bend Hydro
Arapahoe NE	Groton CT	Nashville TN	South River NJ
Ashland OR	Hamilton NC	New Carlisle IN	South San Joaquin Irrigation District CA
Austin Energy TX	Hannibal MO	New Castle DE	Southern Public Power District NE
Austin MN	Hertford NC	Newberry SC	Stanton NE
Ayden NC	Highland IL	Newton Falls OH	Stillwater OK
Azusa CA	Hillsdale MI	Niles MI	Sturgis MI
Battle River REA - Camrose AB Canada	Holland BPW MI	Niles OH	Tahlequah OK
Bay City MI	Howard Greeley NE	Niobrara Valley NE	Traverse City MI
Bedford VA	Hubbard OH	Norris NE	Turlock CA
Benton County PUD WA	Hudson OH	North Attleborough MA	Twin Valleys NE
Boulder CO	Hurricane UT	North Central Irrigation NE	UAMPS
Brainerd MN	Imperial CA - IID	North Central PPD NE	UPPCO MI
Bryan OH	Independence MO	North Little Rock AR	Wadsworth OH
Burt County PPD NE	Indiana Municipal Power Agency	Northeast Nebraska PPD	Wagoner OK
Butler PPD NE	Jasper IN	Oak Harbor OH	Washington City NC
Cedar Falls IA	Kaysville City UT	Oberlin OH	Washington City UT
Cedar- Knox NE	Kennett MO	Orrville OH	Watertown SD
Charlevoix MI	Kerrville TX	Painesville OH	Waverly IA
Chaska MN	Keys Energy Services FL	Palo Alto CA	West Central CoOp SD
Chelsae MI	Lake Worth FL	Perennial Power District NE	Westerville OH
Clallam County WA	Lebanon IN	Petoskey MI	Westfield MA
CLECO, LLC	Lewes DE	Philippi WV	Winnetka, IL
Cleveland Public Power OH	Lexington NC	Platte River CO	WPPI Energy
CMEEC	Lincoln NE - MEAN - NMPP	Polk County PPD NE	Zeeland BPW MI
Coffeyville KS	Linden IN - Tipmont REMC	Poplar Bluff MO	
Coldwater MI	Lodi OH	Princeton IL	
Colorado Springs CO	Los Alamos NM	Pulaski Electric System TN	
Columbia MO	Louisburg NC	Rancho Cucamonga CA	
Columbia TN	Loup River NE	Rantoul IL	
Conway AR	Loup Valleys NE	Richlands VA	
Cornhusker NE	Loveland CO	Richmond IN	
Custer Public Power District NE	Lowell MI	Riviera Utilities AL	
Cuyahoga Falls OH	Lucas OH	Rochelle IL	
Danville VA	Manassas VA	Rochester MN	
East Norwalk CT	Marquette MI	Rock Falls IL	
Easton MD	Martinsville VA	Rosebud Electric Cooperative SD	
Edmond OK	Mascoutah IL	Roseville CA	
Elkhorn NE	McMinnville OR	Santa Clara UT	
Energy Northwest - Richland WA	Merced Irrigation District CA	Scotland Neck NC	
Ephrata PA	Mesa AZ	Selma NC	
Farmville NC	Milford DE	Seville OH	
Fort Collins CO	Milltown NJ	Seward County NE	
Front Royal VA	Mishawaka IN	Shasta Lake CA	
Fulton County REMC - Rochester IN	Mishawaka IN	Shelby NC	
Gastonia NC	Missouri Public Utility Alliance	Shelby OH	
Geneseo, IL	Missouri River Energy Services SD	Sikeston MO	

UFS holds a commitment to the following:

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

2. Firm's Experience - References

North Little Rock, Arkansas

Client Contact: Jill Ponder

Phone: 501-992-4071

Email: jponder@nlr.ar.gov



Study Overview

UFS completed a long-term financial projection, cost of service study, and value of solar study in 2016, 2017, and 2018 for the electric department. UFS is currently under contract to update these studies for 2020.

Study Specifics

- Development of five-year financial plan
- Development of five-year rate track
- Identify COS by customer class
- Provide financial targets for Minimum Cash, Debt Service, and Operating Income
- Develop multiyear rates for customers
- Development of power cost adjustment
- True up of power cost adjustment
- Value of Solar Study
- Presentations to City Council

Hope Water & Light, Hope, Arkansas

Client Contact: Charlotte Bradley

Phone: 870-777-3000

Email: charlotte@hope-wl.com



Study Overview

UFS completed an electric and water five-year financial projection, a cost of service study, and a rate design for Hope Water & Light.

Study Specifics

- Five Year Financial Projection
- Development of Cost of Service Study
 - Consideration of inside city and outside city customers
 - Consideration of three wholesale customers served off the transmission line and a fourth served off of the distribution system (water system)
- Rate Design
- Review of Power Cost Adjustment
- Presentation and reports

Conway Corporation, Conway, Arkansas

Client Contact: Bret Carroll, General Manager
Phone 501-450-6030
Email: bret.carroll@conwaycorp.com



Study Overview

UFS completed a cost of service and rate design study in 2017 for the Electric Department.

Study Specifics

- Development of five-year financial plan
- Development of five-year rate track
- Identify COS by customer class
- Provide financial targets for Minimum Cash, Debt Service, and Operating Income
- Develop multi-year rates for customers
 - Slowly moved toward combining block rates
- Presentation to Board of Directors

Benton Utilities, Benton, Arkansas

Client Contact: Madeline Wilson
Phone 501-776-5984
Email: madeline@bentonar.org



Study Overview

UFS completed a ten-year financial projection, a cost of service study, and a rate design for Benton Utilities.

Study Specifics

- Ten Year Financial Projection
 - Determine revenue requirements
 - Determine financial targets
- Development of Cost of Service Study
 - Identify potential new rate classes
 - Determine monthly customer charges for each class of customer
 - Identify fixed and variable costs
- Rate Design
 - Develop rates to move closer to cost of service
 - Identify rate impacts on customers
- Review of Power Cost Adjustment
- Presentation and reports

3. Approach and Methodology

A description of the firm's approach or methodology in designing of electric rates

Introduction

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

Model Set Up

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

Revenue Requirements

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

Financial Projection

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

Five-Year Projection Summary: Ensure collections will support operations and capital projects

The projections will be summarized, and development of alternative rate tracks will be reviewed and compared to each financial target to help ensure the future financial stability of the utility. We will work with Management and the Governing body in review and development of five-year strategies and rate track. All adjustments are tied to the cost of service study for the test year, so results can easily be updated, and sensitivities run within the same model. The first table depicts the future financial statement excluding rate adjustments and debt issuances. The second table depicts projected financial statements including rate adjustments and a \$5.0 million dollar debt issuance. Projections can be extended for the requested time period.

Projected Summary Financial before Rate Adjustments

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

Projected Summary Financials with Rate Adjustment and \$5.0 million bond issuance

Fiscal Year	Projected Rate Adjustments	Adjusted Operating Income	Target Operating Income	Projected Cash Balances	Recommended Minimum Cash	Capital Improvements Plan	Debt Coverage Ratio
Year 1	2.0%	\$ 3,350,054	\$ 3,038,480	\$ 17,013,904	\$ 18,099,160	\$ 6,065,000	1.26
Year 2	2.0%	3,972,613	3,019,772	22,477,689	19,169,551	2,175,000	1.44
Year 3	1.0%	4,216,200	3,061,319	21,453,355	19,674,886	4,012,870	1.53
Year 4	1.0%	4,407,444	3,149,568	21,578,377	20,516,844	5,420,360	1.62
Year 5	1.0%	4,662,614	3,098,229	21,908,593	20,862,261	1,380,000	1.71

Cost of Service Study

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

Load Profile Information

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

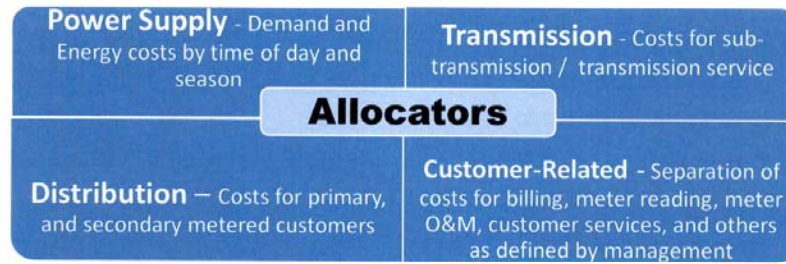
- Electronic meters installed on time of use and other customers
- Load research information available from other sources
- Analysis of substation feeders
- Utilize our data base of existing load research obtained from other utilities

System Losses

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

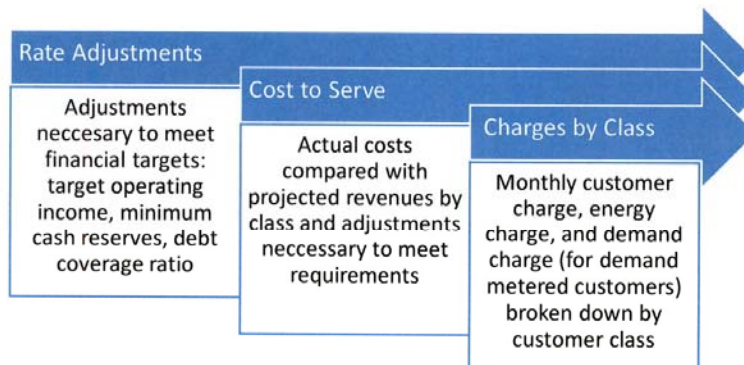
Development of Allocators

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



Prepare Cost of Service Analysis

Customer classes are typically established based on differences in load and usage patterns. How customers use electricity dictates the cost of providing many utility services. The cost of service portion of the model will determine the following:



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

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

Customer Class	Monthly Customer Charge	Distribution Rate	Power Supply			
			Summer		Winter	
			Demand	Energy	Demand	Energy
Residential A	\$ 13.65	\$ 0.0249	\$ 0.0181	\$ 0.0479	\$0.0101	\$ 0.0353
General Secondary B	26.60	0.0288	0.0311	0.0550	0.0136	0.0319
Street Light Service S	-	0.1752	-	0.0689	-	0.0300
Secondary Energy & Demand C	120.60	8.52	12.09	0.0577	4.88	0.0313
Primary Energy & Demand D	223.90	7.24	12.38	0.0573	4.85	0.0296

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

Customer Class	Cost of Service	Projected Revenues	% Change
Residential A	\$ 4,672,077	\$ 4,183,897	11.7%
General Secondary B	3,032,446	2,974,374	2.0%
Street Light Service S	144,370	133,504	8.1%
Secondary Energy & Demand C	3,144,714	3,072,174	2.4%
Primary Energy & Demand D	20,191,294	20,700,210	-2.5%
Total	\$ 31,184,902	\$ 31,064,158	0.4%

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

Rate Design

Design of electric rates uses input from the cost of service study as guidance on changes to rate classes and the rate components for each rate class. Cost of service results are one factor in design of electric rates for customers. Other factors must be considered such as impact on customers, social and environmental issues and philosophy of the utilities governing body. The rate design process includes discussion with utility staff and input from Council prior to developing a proposed rate structure. This allows the governing body to have input prior to the actual design of rates. The guidance provided by Council includes input on the overall increase in rates and the increases for each class of customers. Based on UFS experience, this critical step in the process allows for a smooth approval of the proposed rates.

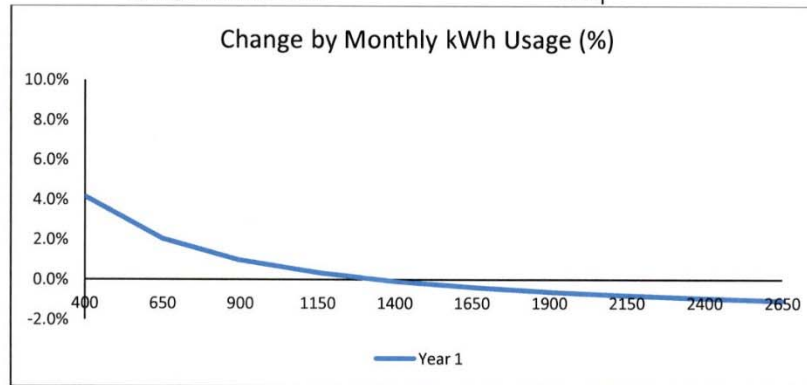
Summary of overall rate adjustments for each class - Electric

Customer Class	Projected Revenues Under Current Rates	Projected Revenues Under Proposed Rates Year 1	Projected Percentage Change Year 1
Residential A	\$ 4,183,897	\$ 4,272,065	2.11%
General Secondary B	2,974,374	3,019,822	1.53%
Street Light Service S	133,504	135,687	1.64%
Secondary Energy & Demand C	3,072,174	3,125,649	1.74%
Primary Energy & Demand D	20,700,210	20,956,423	1.24%
Totals	\$ 31,064,158	\$ 31,509,647	1.43%

Electric Sample Rate Design, Single Year

Projected Residential Rates

Rates	Current	Year 1	COS
Monthly Facilities Charge:			
All Customers	\$ 6.50	\$ 8.50	\$ 14.47
Energy Charge:			
All Energy	\$ 0.0681	\$ 0.0666	\$ 0.08093
Revenue from Rate	\$ 3,584,465	\$ 3,648,247	\$ 4,709,219
Change from Previous		1.8%	



Average Monthly Bill Increase by Usage

	Year 1	Year 1
All Energy	\$	%
400	\$1.40	4.1%
650	\$1.03	2.0%
900	\$0.65	1.0%
1150	\$0.28	0.3%
1400	(\$0.10)	-0.1%
1650	(\$0.47)	-0.4%
1900	(\$0.85)	-0.6%
2150	(\$1.22)	-0.8%
2400	(\$1.60)	-0.9%
2650	(\$1.97)	-1.1%

Solar Analysis

The growth of customer installed Photovoltaic (PV) may result in under-(or over) recovering the utilities' fixed costs due to inappropriately structured residential rates. In review of BEUD current net metering rate structure we propose the base option listed below. Additional solar valuation options incorporating batteries with roof top solar are available if requested by BEUD.

Base Proposal: Value of rooftop solar (avoided cost calculation), metering and billing review

UFS will review and analyze the avoided cost value of solar to the utility. Valuation includes the potential reduction in power supply, transmission and distribution costs from a customer installed roof top solar array. The base study includes providing the value of solar for use by BEUD in updating their net metering rates.

The valuation of distributed generating resources is unique for each utility. Several factors are considered as listed below:

- Avoided energy costs
- Avoided transmission
- Avoided capacity (Demand cost from power provider)
- Avoided system loss

To complete this analysis the following steps are considered:

- Development of utility system load characteristics
- Identification of renewables load characteristics from BEUD metering or PV Watts data
- Avoided energy costs based on power supply contract
- Avoided transmission costs from local ISO
- Avoided power supply demand charges from power supply contract
- Avoided system loss

UFS study will be completed using the current power supply contract and transmission rates.

Study outputs:

- Value of solar generation
- Review and proposed if needed modifications to current net metering rate structure

UFS Required Scope 1 Cost: \$8,000

Optional Solar Scope if requested:

Optional Summary Scope 2: Enhanced solar rooftop with battery

Analyze value of solar with customer installed batteries. (Not controllable by utility) The option identifies the enhanced value of solar with battery installation and identifies when the battery is charged, discharged to provide customer energy and adjusts for AC/DC losses occurring during the battery storage and discharge.

UFS Optional Scope 2 Cost: Additional \$3,000 * (*if performed with Scope 1)

Optional Summary Scope 3: Customer with battery only

Customer installs battery without a distributed energy resource with battery charging from utility power. This option may flatten a customer's peak usage provided battery is programed to charge and discharge appropriately.

UFS Optional Scope 3 Cost: Additional \$2,000 * (* if performed with Scope 1 and 2)

Optional Hourly Scope 4: Hourly Solar Services Examples

- Solar rate development, review and update of current BEUD net metering policies / schedules
- Considerations of impacts of distributed generation with AEP\SWEPCO full requirements contract
- Considerations of impacts of distributed generation due to potential Federal, State or Local requirements
- Consider impacts of distributed generation due to Utility Management and/or Utility Board preferences
- Analyze metering and billing capabilities and optimize distributed generation integration
- Analyze specific distributed generation projects and impacts
- Retail electric rate design to optimize utility fixed cost recovery
- Impacts of scenarios on low income vs. non low-income customers
- Solar impacts to overall IRP
- Net metering how customer information integrated into Cost of Service Study
- Value of production over and above market pricing, purchases of short, sale of excess
- Value of SRECs to Utility
- Market and/or other power supply displacement

UFS Optional Scope 4 Cost: Additional hourly rates below as incurred

Meetings, Reports and Deliverables

Meetings

The following meetings are anticipated by conference call and/or webex:

- Kickoff meeting – Clarify scope of services, expectations of management and preliminary fieldwork
- Data Verification – A meeting will be conducted to verify data collected
- Financial Review – A meeting will be conducted to review assumptions used in the long-term projections
- Review draft reports with management (Conference Call, On-site optional)
- Two (2) presentations as requested by management such as review report with Governing body (Conference Call, On-site optional)

Format of Reports

UFS reports are typically separated into the reports listed below:

- **Power Point Summary** - A concise presentation of study results that is shared with management and staff prior to developing a proposed rate design. This summary will include graphs, charts, tables and recommendations.
- **Executive Summary Report** – An overview that identifies the objectives, process and results of the rate study in a clear and concise format, the report includes graphs, charts, tables and recommendations.
- **Rate Design Recommendation Report**– The rate design report is a separate module. To ensure efficiency and timeliness of the study the executive summary is provided to management for input into the rate design process. The rate design report includes the following:
 - Comparison of the current and proposed rates
 - Expected revenues generated from proposed rates
 - Impact on customer classes at various usage levels or load factors within each rate class

Presentation of Cost of Service and Rate Design Study

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

4. Summary of Ability to Achieve Scope

A brief summary of the firm's ability to achieve the City's Scope of Work

1. **Utility Fund Reserves** – Review current fund reserve policies for the electric department (Please see detail on minimum cash reserve development)
2. **Development of Long-Term Financial Projections** – These studies are included as part of the UFS scope and are critical in development of a long-term rate strategy. Our models incorporate the strategic plan, funding of long-term capital plans, amount and timing of any financing needs, and balances the financial stability of the electric department. The long-term financial projection and development of key financial targets is discussed in the detailed work plan of our proposal.
3. **Cost of Service Study** – This study identifies the cost of providing services to each class of customer. Our electric models identify the cost by customer class for general rate components including variable charges (commodity), capacity related costs (demand), and facilities charges for each customer based on meter sizes or service level. In today's environment there is a need for more accurate rate schedules to achieve community objectives. The cost of service study will breakout each rate component. Examples of these breakouts include identification of power supply costs, transmission costs, and distribution costs by service level. These breakouts allow the utility to develop rates that meet future challenges including time of use rates, economic development rates, electric vehicle rates, single phase and three phase service rates, or high load factor rates. Further, the study will supply the actual costs of providing services to customers both inside and outside the city.
4. **Customer Rate Designs** - The cost of service study provides solid empirical input on sustainable long-term rate structures, however, rate impacts on customers and achieving goals and objectives of each community is a significant factor in proper design of utility rates. UFS rate design models identify impacts on customers at various levels of usage. This function assists the governing body in making informed decisions and understanding impacts on customers and the community. Our models help ensure "no surprises" after rates are implemented to prevent or limit potential customer complaints.
5. **Rate Comparison Survey** – A survey will be completed to compare utility rates with up to five area communities. Our rate design models serve dual function and may be utilized to show rate comparisons between the utility and other communities.
6. **Presentation to Staff & Governing body** – The presentation to staff and the governing body serves two purposes:
 - a. Obtain approval of rate adjustments, rate designs, and to obtain guidance during the rate design process.
 - b. Equally important is the education provided to the governing body to understand the importance of maintaining financial stability, how rates are used to achieve community goals and objectives, and why certain components such as a customer charge are used by utilities. UFS staff are skilled at obtaining guidance needed to develop rates and providing the education to allow the governing body to make informed decisions during this process.

7. Reports in PDF format

- i. **Executive Summary Report** – This report is issued in draft form for discussion with staff and the governing body to obtain input before finalized.
 - o Summarization of the financial projection results, key financial targets and recommended long term rate track needed to achieve the financial stability for the utility
 - o Summarization of the cost of service results and cost-based rate structures for consideration in design of utility rates
 - o Description of the major assumptions used in development of the financial projection and cost of service study
 - o Considerations on future rate adjustments and movement toward cost of service
 - o The executive summary is used to obtain input from the governing body prior to design of utility rates
- ii. **Rate Design Report** – This report is issued as an appendix to the Executive Summary Report once this report is finalized and rates are designed.
 - o Summarization of anticipated revenue to be received from the rate design and impacts on customers at various usage levels
 - o Rate comparison with neighboring utilities

- 8. **Solar Valuation Study** - In discussion with the Utility, it was requested that a solar study be included as an option for consideration. UFS is the leader in providing and developing rates for customers with roof top solar. The implementation of policies and rates to meet community objectives is easier at the beginning when customer implementation of roof top solar is limited. This process becomes more difficult when numerous customers have relied on incorrect price signals to make economic decisions on solar installation. UFS helps utilities develop rates, methodologies, and programs to meet short term and long-term community objectives. This begins with understanding the value of solar to the community. We consider how solar reduces power supply and transmission costs as well as long term impacts on distribution facilities.

5. Key Personnel

Name and title of primary contact person

Mark Beauchamp, MBA, CPA, CMA

President, Utility Financial Solutions, LLC

E-mail - mbeauchamp@ufswest.com

Cell - (616) 403-5450

Date firm established - UFS was established in September 2001

Key personnel:

Mark Beauchamp – President

Dawn Lund – Vice President

Dan Kasbohm – Manager

Mike Johnson – Manager

Chris Lund – Financial Consultant, Business and Technology Manager

Joan Bakenhus – Senior Financial Analyst

Jillian Jurczyk – Financial Analyst

Robert Blank – Financial Analyst

Carolyn Ragusett – Administrative Assistant

Staff Availability

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

Resumes

The next section consists of resumes of the team members assigned to this engagement.



Mark Beauchamp, CPA, CMA, MBA

President, Utility Financial Solutions, LLC

Email: mbeauchamp@ufswest.com

Cellular: 616.403.5450

Location: Holland, MI

Education

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

Course Instructor

American Public Power Association (APPA)

- Advanced Cost of Service Course (Cash Basis & Utility Basis of Ratemaking)
- Intermediate Cost of Service (Cash Basis & Utility Basis of Ratemaking)
- Basic Cost of Service (Cash Basis and Utility Basis of Ratemaking)
- Financial Planning for Municipal Utilities
- Financial Planning for Board & Councils
- Financial Planning and Rate Setting for Managers (Part of Managers Certificate Program)

American Municipal Power (AMP)

- Financial Planning and Rate Designs for Electric Utilities

Expert Witness Service

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

License and Qualifications

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

Course Instructor

Michigan State University

- Advanced Issues in Cost Allocation (Utility Basis of Rate Making)
- Retail Costing and Pricing of Electricity
- Wholesale Costing and Pricing of Electricity

Southwest American Water Works Association

Michigan Rural Water Association

- Cost of Service & Rate Making for Water Utilities

Michigan Finance Government Officers Association

- Cost of Service & Rate Making for Water & Wastewater Utilities

Industry Involvement

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

Mike Johnson

Manager, Utility Financial Solutions, LLC



Mike joined Utility Financial Solutions, LLC in 2011 and has over 20 years' experience assisting utilities. He has a Higher National Diploma in Mechatronics (Combined Electrical/Mechanical Engineering). Mike is experienced in cost of service, rate making, financial/operational modeling, automation, electric utility operations, and power supply.

E-mail: mjohnson@ufswest.com

Cellular: 608.230.5849

Location: Madison, WI

Cost of Service

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

Rate Design

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

Expert Witness Services

- Prepared and testified on filings to Public Utility Commission

Long Term Financial Analysis

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

Other Utility Tools

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



Jillian Jurczyk, MEc.

Financial Analyst, Utility Financial Solutions, LLC

E-mail: jjurczyk@ufswweb.com

Cellular: 616.283.8502

Location: Holland, MI

Jill has been with UFS since 2013. She has a Bachelor's degree in Mathematics and a Master's degree in Applied Economics from Johns Hopkins University. Jill has populated and analyzed cost of service models, developed long-term financial projections, and designed rates for utilities. Jill specializes in econometric modeling and statistical analysis to project sales and usage. She has worked with a variety of econometric software packages and is competent in handling seasonality, trend, heteroscedasticity, and other economic inefficiencies that arise in data analysis. Jill is skilled in the following:

- Forecasting Utility revenue requirements
- Projecting revenues and expenses, asset depreciation, and net book value
- Designing rates based on Cost of Service results
- Analyzing rate payer impacts and sensitivities
- Working with Utility Staff to identify study goals and understand organization
- Keeping up to date on the current economic impacts of renewable energy, the relationship to the Clean Power Plan legislation, and potential effects on the Electric Industry

6. Firm Information

Utility Financial Solutions, LLC
 185 Sun Meadow Court
 Holland, MI 49424
www.ufsweb.com

Principals of the firm are:

Executive Staff and Office Locations			
Mark Beauchamp <i>President</i> <i>Corporate Office</i>		Dawn Lund <i>Vice President</i> <i>Leland Office</i>	
185 Sun Meadow Ct		2458 N Manitou Trl, PO Box 582	
Holland MI 49424		Leland MI 49654	
Office 616-393-9722		Office 231-256-0092	
Cell 616-403-5450		Cell 231-218-9664	
mbeauchamp@ufsweb.com		dlund@ufsweb.com	
UFS – Since 2001		UFS – Since 2004	
Industry Experience – 36 years		Industry Experience – 25 years	
Dan Kasbohm <i>Manager</i> <i>Grand Haven Office</i>		Mike Johnson <i>Manager</i> <i>Madison Office</i>	
14986 Sandstone Road		4901 Hermsmeier Road	
Grand Haven MI 49417		Madison WI 53714	
Office 616-846-6464		Office 608-230-5849	
Cell 616-403-7045		Cell 608-609-6279	
dkasbohm@ufsweb.com		mjohnson@ufsweb.com	
UFS – Since 2009		UFS – Since 2011	
Industry Experience – 10 years		Industry Experience – 25 years	

Utility Financial Solutions, LLC is a sole proprietorship with offices in Michigan, Wisconsin, and Nebraska and employs nine individuals. There are 6 employees in Michigan, 2 in Wisconsin, and 1 in Nebraska.

The project for Bentonville will be conducted primarily in Michigan by Project Manager Mark Beauchamp and Financial Analyst Jillian Jurczyk with financial manager work performed by Mike Johnson in Wisconsin. Chris Lund will be the primary UFS contact for net metering / distributed generation.

7. Personnel Contact Information

Mark Beauchamp, President and Project Manager

185 Sun Meadow Court
Holland, MI 49424
Office: 616-393-9722
Cell: 616-403-5450
Email: mbeauchamp@ufsweb.com

Mike Johnson, Manager Madison Office

4901 Hermsmeier Road
Madison, WI 53714
Office: 608-230-5849
Cell: 608-609-6279
Email: mjohnson@ufsweb.com

Jillian Jurczyk, Financial Analyst, Michigan

468 Highbanks Ct.
Holland, MI 49424
Cell: 616-283-8502
Email: jjurczyk@ufsweb.com

Chris Lund, Financial Consultant, Business and Technology Manager

2458 N Manitou Trl, PO Box 582
Leland, MI 49654
Cell: 231-342-9798
Email: clund@ufsweb.com

8. Summary of Capacity and Timeline

Our experience with municipal electric cost of service and rate design studies, allows us to conduct a cost effective and efficient study. The following is the tentative project schedule for completion of the electric cost of service and rate design. This schedule will be finalized during the initial project kick-off meeting with management. The key personnel for this project have adequate availability to complete the project in a timely manner.

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

THE COMPLETION OF THE PROJECT ON THE PROPOSED SCHEDULE IS DEPENDENT ON THE COOPERATION OF VARIOUS DEPARTMENTS WITHIN THE UTILITY TO PREPARE THE INFORMATION REQUEST IN A TIMELY MANNER.

9. Subcontractors

UFS will not hire subcontractors to complete this project.

Proposed Professional Services Agreement

Prices, terms, and conditions are good for a period of 90 days from proposal date of April 8, 2020. Payment will be made through submission of invoice which itemizes the work performed.

Cost of Service Study: \$31,500.00*
Net Metering Analysis: \$8,000.00 (base)
Optional Onsite Meetings (\$5,000 per meeting including out of pockets)

Anticipated Meetings:

- Initial meeting – Conference Call to clarify scope of services, expectations of management and preliminary information request
- Fieldwork – Conference Call to verify data provided
- Draft Report with management - Conference call
- Final Report with City Council (Two meetings) – Conference call, onsite optional

Hourly Rates (travel is discounted at 50%)

Mark Beauchamp	\$ 320.00
Dawn Lund	\$ 275.00
Dan Kasbohm	\$ 245.00
Mike Johnson	\$ 245.00
Chris Lund	\$ 210.00
Joan Bakenhus	\$ 145.00
Support Staff	\$ 115.00 – 135.00

Deliverables:

- 1) Long-term financial projection and rate track
- 2) Cost of Service Analysis
- 3) Minimum cash reserve determination
- 4) Debt Service Ratio
- 5) Target operating income (rate of return)
- 6) One-year rate design & revenue proof
- 7) Avoided Cost Calculation for Solar Generation
- 8) Rate comparison (up to 5 utilities)

Onsite Meetings

Any requested onsite presentation will be billed at hourly rates with a 50% discount on related travel time. Out of pocket travel expenses are billed at cost. All costs incurred from schedule changes initiated by client after booking will be considered out of pocket.

Out of Scope Pricing

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

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

Sincerely,



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

Date: _____

Accepted By: _____

Mayor – City of Bentonville

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
UTILITY FINANCIAL SOLUTIONS, LLC TO PERFORM
AN ELECTRIC COST OF SERVICE STUDY 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 Utility Financial Solutions, LLC to perform an Electric Cost of Service study for the City of Bentonville 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