



Revised Agenda:
Item 4e – correction to ordinance, Item 10 – correction to Agenda Item Form, & Item 33 – correction to memo.

BENTONVILLE CITY COUNCIL AGENDA

Note – Due to health concerns related to COVID-19, some of all of the members of the City Council, as well as City staff members, may attend this meeting by phone or other remote means. Those who 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). 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 attending the meeting in person may be screened before being allowed to enter by having their temperature taken and by being asked a series of questions focusing on possible exposure to COVID-19. 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. 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 public comments remotely to cc.comments@bentonvillear.com by at least 1:00 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
Bentonville Community Center
BCC Community Rooms**

**Tuesday, December 8, 2020 6:00 p.m.
1101 Southwest Citizens Circle**

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on December 8, 2020:**

https://us02web.zoom.us/webinar/register/WN_xisK8g2gS1C-5pC5IoFOag

**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: November 24, 2020**

AGENDA

1. Recognize members of the Community Council and Youth Council for their completion of the year-long program, Aaron Jones, outgoing Library Advisory Board member, and outgoing City Council members Chad Goss and Jon Terlouw who did not seek re-election.
2. INFORMATIONAL ITEM - Presentation of Master Plan for 8th Street Gateway Park.
3. 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. (Gaffney Annexation) **(Pages 9-44)**

4. Planning:

- 4a. **Ordinance accepting a property line adjustment of Lot 1 of Benton County Courts Addition, Benton County, 215 E Central Avenue, DC, Downtown Core.** **(Pages 45-49)**

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 2, 3, 8, 9, 14, 15, 26, 27, 35-38, and 51-54 of the Original Town of Bentonville to create new Lot 1 of Benton County Courts Addition (+/- 2.59 acres). The plat dedicates additional right-of-way along E Central Avenue. The plat dedicates a new utility easement over an electric transformer along E Central Avenue.

- 4b. **Ordinance: Runoff Mitigation.** **(Pages 50-54)**

The Planning Commission voted 7-0, recommending approval.

Currently, formal drainage design requirements are limited unless the project is addressed by a preliminary plat or large scale development. Regulations are needed to manage stormwater run-off for those smaller developments that could impact neighboring properties.

- 4c. **Ordinance changing real estate from R-1, Single Family Residential to DN-4, Downtown Mixed-Use Commercial, Zeb & Lavee Collingsworth & Kerry Laman, 801 & 805 SE 5th Street.** **(Pages 55-61)**

The Planning Commission voted 7-0, recommending approval.

While the rezoning request is not consistent with the Future Land Use Plan of Medium Density Residential, the property directly across the street has had numerous uses from a coffee shop to vendor space, electronics shop, and now professional office space. There is a salvage/storage yard in the general area to the west at 701 SE 5th Street, apartments at 404 and 408 SE G Street, and higher density single-family to the north. It has transitioned from single-family to high-

density residential due to its proximity to The Momentary and the commercial development. Recently the Planning Commission approved a rezoning to DN-4 at 402 SE G Street on April 7, 2020 and 309 SE G Street on January 13, 2020.

Planning staff has reviewed this request; it is consistent with Downtown Character Area 7, Transitional Residential Area. However, it is not consistent with the Future Land Use Plan of Medium Density. In addition, the request is consistent with the current and proposed development in the general area. Staff recommends approval.

- 4d. **Ordinance changing real estate from R-1, Single Family Residential to DE, Downtown Edge, Larry & Linda Wright, 208 SE 6th Street.**
(Pages 62-68)

The Planning Commission voted 7-0, recommending approval.

The DE, Downtown Edge zoning district definition cites its potential as a transitional zone between the downtown core and adjacent residential areas. The form and character of structures in the DE district are meant to provide a service-oriented character for surrounding neighborhoods.

According to the applicant's narrative, the intent of the rezoning request is to relocate the existing Elysian Boutique business to the home located at 208 SE 6th Street. Considering recent rezoning and development requests further west on SE 6th (LSD20-0032 & LSD18-0036), it would appear that the block is transitioning towards the creative and flexible mix of land-uses referenced within the Community Plan.

The proposed rezoning aligns with the Future Land Use Plan designation of Downtown Commercial and recent rezoning and development approvals in the area.

The Future Land Use Plan, Downtown Neighborhood Subarea Plan and context of the surrounding area all lend credence to the rezoning request. Staff recommends approval of the proposed rezoning.

- 4e. **Ordinance changing real estate from A-1, Agricultural to C-3, Mixed-Use Commercial, Alice L Walton Foundation, Inc., NE J Street.**
(Pages 69-77)

The Planning Commission voted 7-0, recommending approval.

In the applicant's letter to the commission, the property's stated use, if zoned C-3, Mixed Use Commercial, is a parking deck. Within the Zoning Code, parking as a principal use is conditional within the C-3, Mixed Use Commercial district. The C-3 district is established for areas outside of downtown to provide an opportunity for people to live, work, meet, shop, and utilize services within the vicinity of their residences. The C-3 district allows for a mix of neighborhood commercial and personal services, offices, and medium density residential uses. Development in this district should be designed with an urban, walkable character that encourages physical activity, alternative transportation, and greater social interaction to benefit residents' health and well-being.

Planning staff has reviewed this application. The requested zoning and intended use is compatible with the adjacent property uses. It is consistent with Priority Area 2 of the Community Plan. Staff recommends approval.

4f. **Ordinance changing real estate from R-1, Single Family Residential to DE, Downtown Edge, Chris Sooter Revocable Trust, NW 3rd Street.**

(Pages 78-83)

The Planning Commission voted 7-0, recommending approval.

The DE, Downtown Edge zoning district definition cites its potential as a transitional zone between the downtown core and adjacent residential areas. The form and character of structures in the DE district are meant to provide a service-oriented character for surrounding neighborhoods.

According to the applicant's narrative, the intent of the rezoning request is to align the zoning of this property with recent development trends in the area.

The proposed rezoning aligns with the Future Land Use Plan designation of Downtown Commercial and the Downtown Transition Character Area of the Community Plan.

Surrounding zoning districts and developments in the area also lend credence to the request. Staff recommends approval of the proposed rezoning.

4g. **Ordinance changing real estate from R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential, Chris Sooter Revocable Trust, 811 NE A Street.**

(Pages 84-90)

The Planning Commission voted 7-0, recommending approval.

RC-2, located directly to the east, and DN-2 are close approximations of one another. They have similar allowable densities and land uses.

According to the applicant's narrative, the intent of the rezoning request is to bring the zoning of the property in line with recent development and rezoning activity in the area.

The proposed rezoning aligns with the Future Land Use Plan designation of Medium-Density Residential and the Downtown Neighborhood Subarea Plan.

Surrounding zoning districts and developments in the area, such as Black Apple to the east, also lend credence to the request. Staff recommends approval of the proposed rezoning.

5. **Budget Adjustment to move accepted Trailblazers grant from fund year 2017 to 2020 in the amount of \$19,900.00. Funds will be used to upgrade stormwater pumps in the pedestrian tunnel relating to the project, "Pedestrian Tunnel at SE 8th and SE J Street". Also, release the remaining \$31,994.00 from the grant.**

(Pages 91-93)

6. A resolution expressing the willingness of the city to apply for up to a total of \$5,800,000 from the FY 2020 Building Resilient Infrastructure and Communities (BRIC) Grant program administered by the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) for hazard mitigation projects. The grants are applied for through the Arkansas Division of Emergency Management. The grants, if awarded, would be utilized to construct improvements to the Opal Road Crossing at Little Osage Creek Tributary 2 (\$4,000,000 est) and to construct Regional Detention near Greenhouse Road (\$1,800,000 est). If one or both grants are awarded, the grant will pay 75% of the total project cost up to the grant amount. The City of Bentonville must match 25%, estimated to be a maximum of \$1,450,000. There is no cost to the city to apply for the grants.
(Pages 94-97)
7. Resolution authorizing the Mayor and City Clerk to enter into an amendment to the original 2013 agreement with Universal Field Services, Inc. for professional services for additional easement acquisition for the 8th Street Improvements Project.
(Pages 98-124)
8. Budget adjustment approval to accept a grant from the Walton Family Foundation in the amount up to \$10,000.00 for reimbursement toward the construction of pedestrian crossing improvements at East Central / "F" Street intersection.
(Pages 125-130)
9. Resolution authorizing the Mayor and City Clerk to enter in to a contract with Benton County to serve two areas of the County with EMS. The two areas are NW and NE of the City, and a location map is attached.
(Pages 131-136)
10. Ordinance for a Waiver of Bid to enter into a contract with Pyro Shows as the City's pyrotechnic program provider for the July 4th, 2021 fireworks display. The initial contract term will be one year, renewable annually for a maximum term of three years. Proposals were requested through a formal Request for Proposals (RFP) process; PyroShows' proposal was the only submission received. This is a 2021 budgeted expense; the contract needs to be executed in December for the provider to put the City's fireworks show on the schedule.
(Pages 137-163)
11. Reappointment of Megan Bolinder to a 5-year term on the Library Advisory Board. This is her second term, effective January 1, 2021 through December 31, 2025.
(Pages 164-168)
12. Appointment of Michele Stamps Pritchett to a 5-year term on the Library Advisory Board. This is her first term, effective January 1, 2021 through December 31, 2025.
(Pages 169-173)
13. Appointment of Matthew Moses to a 5-year term on the Library Advisory Board. This is his first term, effective January 1, 2021 through December 31, 2025.
(Pages 174-178)
14. Reappointment of Howard Kerr to a 6-year term on XNA's National Airport Authority Board of Directors. (Term expires on 12/31/2026)
(Pages 179-184)
15. Ordinance requesting City Council approve the extension of provisions of the FFCRA, changing the end date of the program through June 30, 2021 and to reset the leave provided so that amounts are available to employees for the additional period.
(Pages 185-187)

16. Resolution authorizing the Mayor and the City Clerk to enter into an agreement with the Johanson Group to provide a salary and benefits survey. Through the City's standard procurement procedures, a Request for Qualifications (RFQ) was issued in September for a Salary and Benefits Study (RFQ-20-59). The Johanson Group was the only firm to submit a Statement of Qualifications (SOQ), which was scored in accordance with state law criteria for professional services by a Selection Committee. Based on the qualifications demonstrated in their SOQ, the Selection Committee chose to enter into contract negotiations with Johanson Group.
(Pages 188-195)
17. Bid award for single-phase transformers for January through June in 2021 to the lowest bidder as shown on the attached bid tabulation in the amount of \$591,654.00. Items will be ordered on 'as needed' basis.
(Pages 196-198)
18. Bid award for 3PH phase transformers for January through June in 2021 to the lowest bidder as shown on the attached bid tabulation in the amount of \$1,512,932.00. Items will be ordered on 'as needed' basis.
(Pages 199-201)
19. Bid award for pole mount transformers for January through June in 2021 to the lowest bidder as shown on the attached bid tabulation in the amount of \$347,688.00. Items will be ordered on 'as needed' basis.
(Pages 202-204)
20. Bid award for street material in 2021 to the lowest bidder as shown on the attached bid tabulation in the amount of \$292,080.00. Items will be ordered on 'as needed' basis.
(Pages 205-207)
21. Bid award for switchgears in 2021 to the lowest bidder as shown on the attached bid tabulation in the amount of \$202,703.16. Items will be ordered on 'as needed' basis.
(Pages 208-211)
22. Bid award for electric material in 2021 to the lowest bidder as shown on the attached bid tabulation in the amount of \$2,015,979.64. Items will be ordered on 'as needed' basis.
(Pages 212-225)
23. Bid award for water/sewer material in 2021 to the lowest bidder as shown on the attached bid tabulation in the amount of \$520,911.11. Items will be ordered on 'as needed' basis.
(Pages 226-235)
24. Bid award for janitorial supplies in 2021 to the lowest bidder as shown on the attached bid tabulation in the amount of \$145,998.31. Items will be ordered on 'as needed' basis.
(Pages 236-242)
25. Ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller for electric meters per the City of Bentonville's specifications in the amount of \$522,738.00. This is a 'Single Source' item in the State of Arkansas.
(Pages 243-247)
26. Ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller for water meters per the City of Bentonville's specifications in the amount of \$289,200.00. This is a 'Single Source' item in the State of Arkansas.
(Pages 248-252)
27. Ordinance authorizing the Mayor and City Council to enter into an agreement with Core and Main for Sensus 2" and larger water meters per the City of Bentonville's

- specifications in the amount of \$86,655.80. This is a 'Single Source' item in the State of Arkansas. **(Pages 253-258)**
28. Ordinance authorizing the Mayor and City Council to enter into an agreement with Holophane Lighting for decorative light fixtures/poles per the City of Bentonville's specifications in the amount of \$1,462,760.00. This is a 'Single Source' item in the State of Arkansas. **(Pages 259-266)**
 29. Change order to Ampirical contract for engineering services for Substation "I" to reduce the amount by \$169,780.00. **(Pages 267-269)**
 30. Ordinance approval requested by Staff amending Section 98-356 Monthly Water Rates of the Municipal Code, fixing rates for water to be furnished by the waterworks system of the City of Bentonville, and pertaining to other matters relating thereto. Proposed rate adjustments align with the 4% increase in 2021 and 4% increase in 2022 as presented in the Water Rate Analysis prepared by Raftelis and presented to City Council October 27, 2020. **(Pages 270-279)**
 31. Resolution authorizing a Professional Services Agreement with Hawkins - Weir Engineering for Amendment No. 2 of the Bentonville WWTP Capital Improvement Plan Project in an amount not to exceed \$108,900.00. **(Pages 280-286)**
 32. Ordinance approving the 2021 Recreation Program Fees for Bentonville Parks and Recreation. **(Pages 287-292)**
 33. Ordinance approving a waiver of bid to Walden Chemical/Bluewater Pools for the purchase of chlorine for Bentonville Parks and Recreation. **(Pages 293-299)**
 34. Resolution authorizing the Mayor to enter into an agreement with Ann O'Sullivan to offer personal training and fitness services for Bentonville Parks and Recreation. **(Pages 300-304)**
 35. Resolution authorizing Mayor to enter into an agreement with Kristen Bernards to offer swim instruction for Bentonville Parks and Recreation. **(Pages 305-310)**
 36. Resolution authorizing Mayor to enter into an agreement with Sarah Gwin to offer swim instruction for Bentonville Parks and Recreation. **(Pages 311-316)**
 37. Resolution authorizing the Mayor to sign an amendment to an existing contract with Ozark Tennis Academy for professional tennis services. **(Pages 317-325)**
 38. Resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI, in the total fee not to exceed of \$60,750.00, for land surveying services for the 8th Street Park Project. **(Pages 326-340)**
 39. Resolution for City Council approval authorizing a contract amendment with Port for additional design services for the 8th Street Gateway Park. **(Pages 341-379)**
 40. Bid award for Run Bentonville Half Marathon Finisher Hoodies. **(Pages 380-389)**
 41. Bid award for Run Bentonville Half Marathon Race Shirts. **(Pages 390-411)**

42. Motion by City Council to cancel the December 22, 2020 City Council meeting and resume regular schedule on January 12, 2021.



Agenda Item Form

Date of City Council Meeting	8-Dec
Department	Administration
Submitted by	Jim Wheelless
Phone	(479) 271-5926

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
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. (Gaffney Annexation)					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	

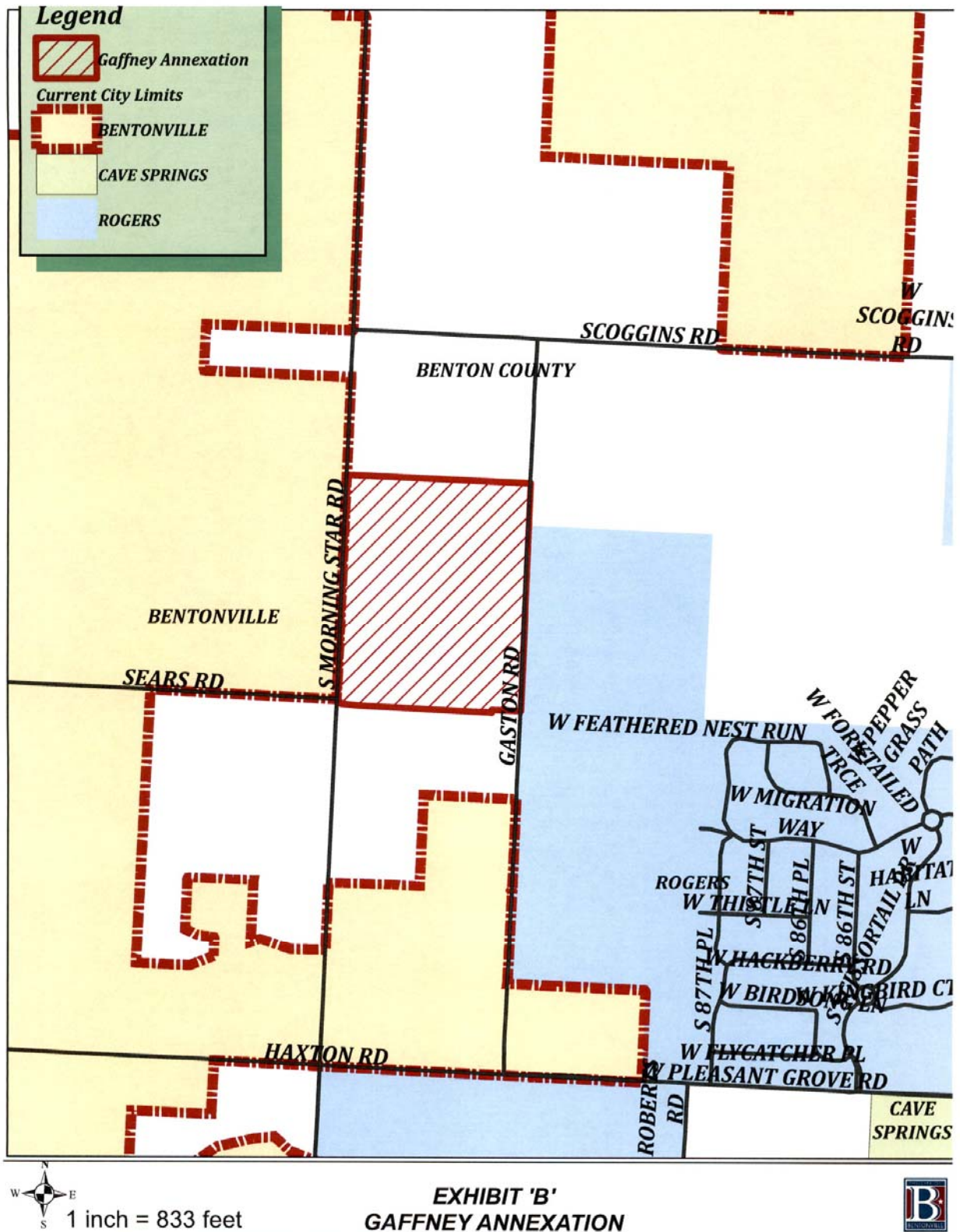


117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



GAFFNEY ANNEXATION
Exhibit "A"

GAFFNEY, CRISTI R	_____	18-09135-000
		18-09181-001



GAFFNEY ANNEXATION

Exhibit "B"

THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-THREE (23) AND PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), ALL IN TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 23, SAID POINT BEING A FOUND 5/8 INCH REBAR IN GASTON ROAD; THENCE ALONG THE SOUTH LINE OF SAID SW 1/4 OF THE SE 1/4, N87°32'23"W A DISTANCE OF 207.41 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE, S06°16'33"W A DISTANCE OF 21.95 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N76°13'50"W A DISTANCE OF 14.90 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N88°07'51"W A DISTANCE OF 115.02 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N87°08'16"W A DISTANCE OF 817.01 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N84°48'00"W A DISTANCE 138.74 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N02°20'32"E A DISTANCE OF 7.80 FEET TO THE SOUTH LINE OF SAID SW 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID SOUTH LINE, N87°32'23"W A DISTANCE OF 28.86 FEET TO THE SOUTHWEST CORNER OF SAID SW 1/4 OF THE SE 1/4 AND A SET "MAG" NAIL IN SOUTH MORNING STAR ROAD; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINES OF SAID SW 1/4 OF THE SE 1/4 AND SAID NW 1/4 OF THE SE 1/4, N02°34'44"E A DISTANCE OF 1637.14 FEET TO A SET "MAG" NAIL IN SOUTH MORNING STAR ROAD; THENCE LEAVING SAID WEST LINES; S87°28'16"E A DISTANCE OF 1322.05 FEET TO THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4 AND A FOUND 5/8 INCH REBAR IN GASTON ROAD; THENCE ALONG THE EAST LINES OF SAID NW 1/4 OF THE SE 1/4 AND SAID SW 1/4 OF THE SE 1/4, S02°32'52"W A DISTANCE OF 1635.55 FEET TO THE **POINT OF BEGINNING**, CONTAINING 50.10 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY SOUTH MORNING STAR ROAD ON THE WEST SIDE THEREOF AND THE RIGHT OF WAY OF GASTON ROAD ON THE EAST SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD OR FACT.

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2020 NOV 23 PH 2:53

THE COUNTY COURT OF BENTON COUNTY, ARKANSAS

CASE NO. 2020- 19

IN RE: ANNEXATION OF PROPERTY CONTIGUOUS TO THE CITY OF BENTONVILLE
BENTON COUNTY, ARKANSAS

**AMENDED PETITION FOR ANNEXATION OF PROPERTY
CONTIGUOUS TO THE
CITY OF BENTONVILLE, ARKANSAS**

COMES NOW the Petitioner, Christi R. Gaffney, owner of certain real properties located in Benton County, Arkansas, petition the Court as follows:

1. That the Petitioner constitutes the sole ownership of one hundred percent (100%) of the real property that is the subject of this action.
2. That said property is contiguous to and adjoins the City of Bentonville, Arkansas. A map of the subject property is attached hereto as "Exhibit A". A survey and legal description of the subject property is attached hereto as "Exhibit B". The parcel number for property to be annexed is Benton County Parcel No. 18-09135-000.
4. The Petitioner respectfully requests that said property be released by the County and annexed to, added to, and included within the boundaries of the City of Bentonville, Arkansas, pursuant to A.C.A. § 14-40-609.
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

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CLERK OF DISTRICT COURT
JUDICIAL DISTRICT NO. 1
BENTON COUNTY, ARK.

limited to the payment of required fees, the necessary permits, inspections and approvals

6. A letter demonstrating that Petitioner has coordinated with the Arkansas Geographic Information Systems Office, pursuant to A.C.A. § 14-40-101, has been attached hereto as "Exhibit C" and is hereby incorporated as though set forth fully herein.

7. A letter or title opinion from a certified title company verifying that the Petitioner is the owner of record of the subject property, pursuant to A.C.A. § 14-40-609, has been attached hereto as "Exhibit D" and is hereby incorporated as though set forth fully herein.

8. A letter or verification from a certified engineer verifying that the subject property is contiguous to the City of Bentonville and that no enclaves will be created if the property or properties are accepted by the city or town, pursuant to A.C.A. § 14-40-609, has been attached hereto as "Exhibit E" and is hereby incorporated as though set forth fully herein.

9. Arkansas Code Annotated §14-40-504 provides that "enclave" means "an unincorporated improved or developed area that is enclosed within and bounded on all sides by a *single* city or incorporated town."

10. Although the proposed annexation would create an "island," so-to-speak, of unincorporated land which is surrounded by incorporated land, the proposed annexation would not create an "enclave," as defined above, because the island would be bounded by two municipalities—Rogers and Bentonville. Additionally, the land proposed for annexation is currently part of a larger island which would be reduced in size by this proposed annexation.

11. The original Petition, filed on October 20, 2020, contains an attestation and a certification signed before a notary by the property owner of the subject property confirming her desire to be annexed and certifying that all of the above statements are accurate. The only

change in this amended petition is to revise Paragraph 5 to reflect the services the City of Bentonville will provide in a manner acceptable to the City.

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WHEREFORE, premises considered, the Petitioner prays that this Court ascertain the propriety of this petition pursuant to A.C.A. § 14-40-609, enter its order releasing the subject properties for annexation into the City of Bentonville to forward same to the City of Bentonville pursuant to A.C.A. § 14-40-609, and for all other reasonable and proper relief.

CHRISTI R. GAFFNEY

BY: _____

WILL KELLSTROM, Her Attorney
Arkansas Bar No. 2019145
WATKINS, BOYER, GRAY & CURRY PLLC
1106 West Poplar
Rogers, AR 72756
(479) 636-2168
(479) 636-6098

BENTON COUNTY

STATE OF ARKANSAS

BETSY HARRELL

COUNTY CLERK & VOTER REGISTRAR
215 EAST CENTRAL, SUITE 217
BENTONVILLE, AR 72712-5373
479-271-1013
Fax: 479-271-1019

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

November 10, 2020

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

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

Dear Mayor Orman:

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

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

Please feel free to contact me if you have questions.

Sincerely,

BETSY HARRELL, County Clerk

enc

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

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

SILVAM SPRINGS OFFICE
707 S. LINCOLN
479-271-1013
Fax (479) 524-8334

FILED
2020 OCT 30 PM 3:48
DEBBY HARRELL
CO & CLERK
BENTON COUNTY

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 2020-19

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

10.30.2020

2020 4492

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

FILED
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CLERK OF COURT
BENTONVILLE, ARKANSAS
CC 2020-19

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



OCT 22 PM 4:14

Date: October 22, 2020
Subject: Proposed Annexation Checklist
CC 2020-19 Bentonville, AR

✓ (A) is in writing;

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

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

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

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

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

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

Please contact me if you have any questions.

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

OCT 22 PM 4:13

THE COUNTY COURT OF BENTON COUNTY, ARKANSAS

CASE NO. 2020-19

IN RE: ANNEXATION OF PROPERTY CONTIGUOUS TO THE CITY OF BENTONVILLE
BENTON COUNTY, ARKANSAS

**PETITION FOR ANNEXATION OF PROPERTY
CONTIGUOUS TO THE
CITY OF BENTONVILLE, ARKANSAS**

COMES NOW the Petitioner, Cristil R. Gaffney, owner of certain real property located in Benton County, Arkansas and more particularly described on "Exhibit A" hereto (the "Property"), petitions the Court as follows:

1. That the Petitioner constitutes the sole owner of one hundred percent (100%) of the Property that is the subject of this action.
2. That the Property is contiguous to and adjoins the City of Bentonville, Arkansas. A survey and legal description of the Property is attached hereto as "Exhibit A." A map of the Property is attached hereto as "Exhibit B." The parcel numbers for the Property are Benton County Parcel No. 18-09135-000 and Parcel No. 18-09181-001.
4. The Petitioner respectfully requests that the Property be released by the County and annexed to, added to, and included within the boundaries of the City of Bentonville, Arkansas, pursuant to A.C.A. § 14-40-609.
5. The City of Bentonville will extend law enforcement, life safety, and water and sewer services to the Property.

6. A letter demonstrating that Petitioner has coordinated with the Arkansas Geographic Information Systems Office, pursuant to A.C.A. § 14-40-101, has been attached hereto as "Exhibit C" and is hereby incorporated as though set forth fully herein.

7. A title commitment, title search, letter or title opinion from a certified title company verifying that the Petitioner is the owner of record of the Property, pursuant to A.C.A. § 14-40-609, has been attached hereto as "Exhibit D" and is hereby incorporated as though set forth fully herein.

8. A letter or verification from a certified engineer verifying that the Property is contiguous to the City of Bentonville and that no enclaves will be created if the Property is accepted by the City of Bentonville, pursuant to A.C.A. § 14-40-609, has been attached hereto as "Exhibit E" and is hereby incorporated as though set forth fully herein.

9. Arkansas Code Annotated §14-40-504 provides that "enclave" means "an unincorporated improved or developed area that is enclosed within and bounded on all sides by a single city or incorporated town."

10. Although the proposed annexation would create an "island," so-to-speak, of unincorporated land that is surrounded by incorporated land, the proposed annexation would not create an "enclave," as defined above, because the island would be bounded by two municipalities, Rogers and Bentonville. Additionally, the Property proposed for annexation is currently part of a larger island that would be reduced in size by this proposed annexation.

WHEREFORE, premises considered, the Petitioner prays that this Court ascertain the propriety of this petition pursuant to A.C.A. § 14-40-609, enter its order releasing the Property for annexation into the City of Bentonville to forward same to the City of Bentonville pursuant to A.C.A. § 14-40-609, and for all other reasonable and proper relief.

PETITIONER:

CRISTI R. GAFFNEY

BY:

WILL KELLSTROM
Attorney Arkansas Bar No. 2019145
WATKINS, BOYER, GRAY & CURRY, PLLC
1106 West Poplar
Rogers, AR 72756
(479) 636-2168
(479) 636-6098

VERIFICATION

I, Cristi R. Gaffney, do hereby certify, upon oath, that the statements and averments contained in the foregoing Petition for Annexation are true and correct to the best of my knowledge and belief.

Cristi R. Gaffney

Subscribed and sworn to before me this 7th day of October, 2020.



NOTARY PUBLIC

My Commission Expires:

ATTESTATION

I, Cristi R. Gaffney, LLC, do hereby attest, upon oath, that I desire for the abovementioned Property to be annexed into the City of Bentonville

Cristi R. Gaffney

Subscribed and sworn to before me this 7th day of October, 2020.

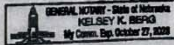


EXHIBIT A"
SURVEY AND LEGAL DESCRIPTIONS OF PROPERTY

Survey attached.

Parcel No. 18-09135-000:

TRACT 1 PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN EXISTING REBAR MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER. THENCE ALONG THE SOUTH LINE OF SAID FORTY, NORTH 89 DEGREES 58 MINUTES 56 SECONDS WEST, 1322.95 FEET TO AN EXISTING RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER. THENCE ALONG THE WEST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER, NORTH 00 DEGREES 07 MINUTES 58 SECONDS EAST, 1645.44 FEET TO A SET P/K NAIL. THENCE LEAVING SAID WEST LINE, SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST 1321.84 FEET TO A SET REBAR W/CAP ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER. THENCE ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHEAST QUARTER, SOUTH 00 DEGREES 05 MINUTES 37 SECONDS WEST, 1638.88 FEET TO THE POINT OF BEGINNING, CONTAINING 49.85 ACRES AND SUBJECT TO ROAD RIGHTS OF WAY AND ANY EASEMENTS OF RECORD. TRACT 2B PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING REBAR MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23. THENCE ALONG THE SOUTH LINE OF SAID FORTY, NORTH 89 DEGREES 58 MINUTES 56 SECONDS WEST 207.41 FEET TO THE POINT OF BEGINNING. THENCE LEAVING SAID SOUTH LINE, SOUTH 03 DEGREES 49 MINUTES 59 SECONDS WEST, 21.95 FEET TO A FENCE CORNER. THENCE ALONG EXISTING FENCE LINE THE FOLLOWING BEARINGS AND DISTANCES: NORTH 78 DEGREES 40 MINUTES 24 SECONDS WEST, 14.90 FEET TO A FENCE CORNER. SOUTH 89 DEGREES 25 MINUTES 35 SECONDS WEST, 115.02 FEET TO A FENCE CORNER. NORTH 89 DEGREES 34 MINUTES 50 SECONDS WEST, 817.01 FEET TO A FENCE CORNER. NORTH 87 DEGREES 14 MINUTES 34 SECONDS WEST 138.74 FEET TO A FENCE CORNER. NORTH 00 DEGREES 06 MINUTES 02 SECONDS WEST, 7.80 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26. THENCE ALONG THE NORTH LINE OF SAID FORTY, SOUTH 89 DEGREES 58 MINUTES 56 SECONDS EAST, 1086.67 FEET TO THE POINT OF BEGINNING, CONTAINING 0.42 OF AN ACRE AND SUBJECT TO ROAD RIGHTS OF WAY AND ANY EASEMENTS OF RECORD.

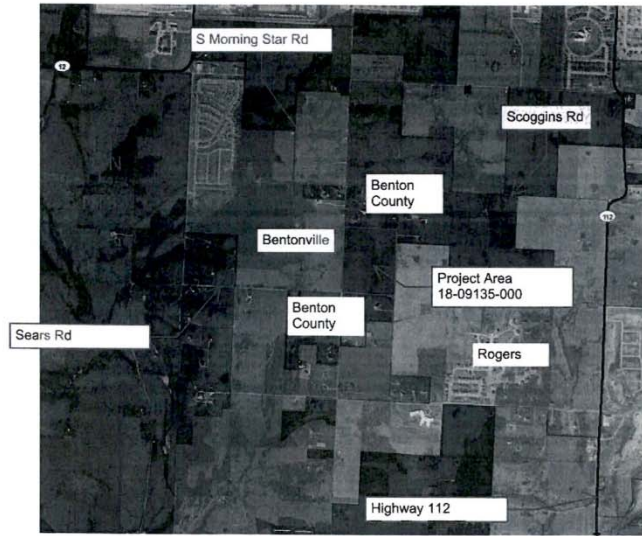
Parcel No. 18-09181-001:

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS BEING

Exhibit A - Survey and Legal Descriptions



200 OCT 22 PM 4:15
MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING
REBAR MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF
THE SOUTHEAST QUARTER OF SECTION 23, THENCE ALONG THE SOUTH LINE OF
SAID FORTY NORTH 89 DEGREES 58 MINUTES 56 SECONDS WEST 207.41 FEET TO
THE POINT OF BEGINNING, THENCE LEAVING SAID SOUTH LINE SOUTH 03
DEGREES 49 MINUTES 59 SECONDS WEST 21.95 FEET TO A FENCE CORNER, THENCE
ALONG EXISTING FENCE LINE THE FOLLOWING BEARINGS AND DISTANCES:
NORTH 78 DEGREES 40 MINUTES 24 SECONDS WEST 14.90 FEET TO A FENCE
CORNER, SOUTH 89 DEGREES 25 MINUTES 35 SECONDS WEST, 115.02 FEET TO A
FENCE CORNER, NORTH 89 DEGREES 34 MINUTES 50 SECONDS WEST, 817.01 FEET
TO A FENCE CORNER, NORTH 87 DEGREES 14 MINUTES 34 SECONDS WEST, 138.74
FEET TO A FENCE CORNER, NORTH 00 DEGREES 06 MINUTES 02 SECONDS WEST,
7.80 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST
QUARTER OF SECTION 26, THENCE ALONG THE NORTH LINE OF SAID FORTY,
SOUTH 89 DEGREES 58 MINUTES 56 SECONDS EAST, 1086.67 FEET TO THE POINT OF
BEGINNING.



Project Area
Parcel ID: 18-09-135-000
Acreage: +/-50.04
Owner: Cristi R Gaffney





**ARKANSAS
GIS OFFICE**

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

OCT 22 PM 4:13

September 25, 2020

Mr. Will A. Kellstrom
Watkins, Boyer, Gray & Curry, PLLC
1106 W. Poplar
Rogers, AR 72756

RE: City of Bentonville Annexation Coordination Requirement

Mr. Kellstrom,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville, AR located in Section 23, Township 19 North, Range 31 West. This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 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\Bentonville\20200927\Doc\20200927_Bentonville_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



LEGAL DESCRIPTION

22 OCT 22 PM 4:13

THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWENTY-THREE (23) AND PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4), ALL IN TOWNSHIP NINETEEN (19) NORTH, RANGE THIRTY-ONE (31) WEST, OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 23, SAID POINT BEING A FOUND 5/8 INCH REBAR IN GASTON ROAD; THENCE ALONG THE SOUTH LINE OF SAID SW 1/4 OF THE SE 1/4, N87°32'23"W A DISTANCE OF 207.41 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE, S06°16'33"W A DISTANCE OF 21.95 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N76°13'50"W A DISTANCE OF 14.90 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N88°07'51"W A DISTANCE OF 115.02 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N87°08'16"W A DISTANCE OF 817.01 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N84°48'00"W A DISTANCE OF 138.74 FEET TO A SET IRON PIN WITH CAP "PLS 1156"; THENCE N02°20'32"E A DISTANCE OF 7.80 FEET TO THE SOUTH LINE OF SAID SW 1/4 OF THE SE 1/4 AND A SET IRON PIN WITH CAP "PLS 1156"; THENCE ALONG SAID SOUTH LINE, N87°32'23"W A DISTANCE OF 28.86 FEET TO THE SOUTHWEST CORNER OF SAID SW 1/4 OF THE SE 1/4 AND A SET "MAG" NAIL IN SOUTH MORNING STAR ROAD; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINES OF SAID SW 1/4 OF THE SE 1/4 AND SAID NW 1/4 OF THE SE 1/4, N02°34'44"E A DISTANCE OF 1637.14 FEET TO A SET "MAG" NAIL IN SOUTH MORNING STAR ROAD; THENCE LEAVING SAID WEST LINES, S87°28'16"E A DISTANCE OF 1322.05 FEET TO THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4 AND A FOUND 5/8 INCH REBAR IN GASTON ROAD; THENCE ALONG THE EAST LINES OF SAID NW 1/4 OF THE SE 1/4 AND SAID SW 1/4 OF THE SE 1/4, S02°32'52"W A DISTANCE OF 1635.55 FEET TO THE POINT OF BEGINNING CONTAINING 50.10 ACRES, MORE OR LESS, AND SUBJECT TO THE RIGHT OF WAY SOUTH MORNING STAR ROAD ON THE WEST SIDE THEREOF AND THE RIGHT OF WAY OF GASTON ROAD ON THE EAST SIDE THEREOF AND ALL RIGHTS OF WAY, EASEMENTS OR RESTRICTIVE COVENANTS OF RECORD OR FACT



OCT 22 PM 4:13

PCI Advance Title, LLC
624 W. Walnut
Rogers, AR 72756
479.631.8274

Date: 9-25-2020

Watkins, Boyer, Gray & Curry, PLLC
1106 W Poplar
Rogers, AR 72726
479.636.2168

Subject: Opinion Letter of Ownership of Property

To Whom It May Concern,

Upon review of Parcel 18-09135-000 and 18-09181-001, which has a property address of S Morning Star Road, and conveyed in a Warranty Deed filed for record as instrument number 2017-37229 and a Quit Claim Deed filed for record as instrument number L201928657 and L202047984 in the records of Benton County, Arkansas: the current owner of record is: Christi R. Gaffney aka Cristi R. Gaffney.

Sincerely,

Authorized Countersignature

Larry Murphy
Title Operations
PCI Advance Title, LLC
479-631-8274



This Instrument Prepared By:
Larry D. Douglas, P.A.
P. O. Box 711
Springdale, AR 72765

OCT 22 PM 4:14

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2017/37229
Term/Cashier: CASH/Laura L. Tway
06/22/2017 9:13:54AM
Tran: 432828
Total Fees: \$25.00
Book 2017 Page 37229
Recorded in the Above
DEED Book & Page
06/22/2017

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That we, **Elaine Copsey and Vernon Copsey**, wife and husband, hereinafter called **Grantors**, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to me in hand paid by **Christi R. Caffrey**, hereinafter called **Grantee**, do hereby grant, bargain, sell and convey unto the said Grantee and Grantee's heirs and assigns, the following described land, situated in the County of Benton, State of Arkansas, to-wit:

TRACT 1

Part of the West Half of the Southeast Quarter of Section 23, Township 19 North, Range 31 West, Benton County, Arkansas being more particularly described as follows: Beginning at an existing rebar marking the Southeast Corner of the Southwest Quarter of the Southeast Quarter. Thence along the South line of said Forty, North 89 degrees 58 minutes 56 seconds West, 1322.95 feet to an existing railroad spike marking the Southwest Corner of the Southwest Quarter of the Southeast Quarter. Thence along the West line of the West Half of the Southeast Quarter, North 00 degrees 07 minutes 58 seconds East, 1645.44 feet to a set p/k nail. Thence leaving said West line, South 89 degrees 41 minutes 53 seconds East, 1321.84 feet to a set rebar w/cap on the East line of the Northwest Quarter of the Southeast Quarter. Thence along the East line of the West Half of the Southeast Quarter, South 00 degrees 05 minutes 37 seconds West, 1638.88 feet to the Point of Beginning, containing 49.85 acres and subject to Road Rights of Way and any Easements of Record.

TRACT 2B

Part of the Northwest Quarter of the Northeast Quarter of Section 26, Township 19 North, Range 31 West Benton County, Arkansas being more particularly described as follows: Commencing at an existing rebar marking the Southeast Corner of the Southwest Quarter of the Southeast Quarter of Section 23. Thence along the South line of said Forty, North 89 degrees 58 minutes 56 seconds West, 207.41 feet to the Point of Beginning. Thence leaving said South line, South 03 degrees 49 minutes 59 seconds West, 21.95 feet to a fence corner. Thence along existing

2017 OCT 22 PM 4: 14

fence line the following bearings and distances: North 78 degrees 40 minutes 24 seconds West, 14.90 feet to a fence corner. South 89 degrees 25 minutes 35 seconds West, 115.02 feet to a fence corner. North 89 degrees 34 minutes 50 seconds West, 817.01 feet to a fence corner. North 87 degrees 14 minutes 34 seconds West, 138.74 feet to a fence corner. North 00 degrees 06 minutes 02 seconds West, 7.80 feet to the North line of the Northwest Quarter of the Northeast Quarter of Section 26. Thence along the North line of said Forty, South 89 degrees 58 minutes 56 seconds East, 1086.67 feet to the Point of Beginning, containing 0.42 of an acre and subject to Road Rights of Way and any Easements of Record.

The Grantor, Elaine Copsey, reserves a life estate in the above described property with the use and benefit of said property for her lifetime.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's heirs and assigns forever. And we, the said Grantors, hereby covenant that we are lawfully seized of said land and premises, and that we will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS my hand and seal on this 15 day of May, 2017.


ELAINE COPSEY


VERNON COPSEY

2017 OCT 22 PM 4:14

fence line the following bearings and distances: North 78 degrees 40 minutes 24 seconds West, 14.90 feet to a fence corner. South 89 degrees 25 minutes 35 seconds West, 115.02 feet to a fence corner. North 89 degrees 34 minutes 50 seconds West, 817.01 feet to a fence corner. North 87 degrees 14 minutes 34 seconds West, 138.74 feet to a fence corner. North 00 degrees 06 minutes 02 seconds West, 7.80 feet to the North line of the Northwest Quarter of the Northeast Quarter of Section 26. Thence along the North Line of said Forty, South 89 degrees 58 minutes 56 seconds East, 1086.67 feet to the Point of Beginning, containing 0.42 of an acre and subject to Road Rights of Way and any Easements of Record.

The Grantor, Elaine Copsey, reserves a life estate in the above described property with the use and benefit of said property for her lifetime.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's heirs and assigns forever. And we, the said Grantors, hereby covenant that we are lawfully seized of said land and premises, and that we will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS my hand and seal on this 15 day of May, 2017.


ELAINE COPSEY


VERNON COPSEY

OCT 22 PM 4:14

Book 2017 Page 37231
Recorded in the Above
DEED Book & Page
06/22/2017

Benton County, AR
I certify this instrument was filed on
06/22/2017 9:13:56AM
and recorded in DEED Book
2017 at pages 37229 - 37231
Brenda DeShields-Circuit Clerk

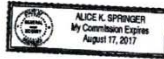
ACKNOWLEDGMENT

STATE OF ^{Nebraska} ARKANSAS)
COUNTY OF ^{Blaine} WASHINGTON) ss.

On this 15th day of May, 2017, before me, a notary public, qualified and acting, within and for the County and State aforesaid, personally appeared Elaine Copsey and Vernon Copsey, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they had executed the same for the purposes therein set forth.

NOTARY PUBLIC /

My Commission Expires:



I certify under penalty of State meaning that at least the legally correct amount of documentary stamps have been placed on this instrument.

Signed: [Signature]
Grantor
42911 E. North Loop Drive Rd.
Address
Brewster, NE
68821

OCT 22 PM 4:14

L201928657 6/10/2019 8:24:06 AM
 Recorded - Benton County, AR
 Brenda DeShields, Circuit Clerk

This instrument was prepared by:
 Robert D. Scowell, #14066
 Scowell, Grevette & Paluszki P.C., L.L.C.
 1545 M Street, P.O. Box 40
 Ord, NE 68862-0040

QUITCLAIM DEED

Elaine M. Copsey, GRANTOR, in consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION (\$1.00 & OVC), received from **GRANTEE, Cristi R. Gaffney**, quitclaims and conveys to GRANTEE the following described real estate (as defined in Neb.Rev.Stat. §76-201):

TRACT 1

Part of the West Half of the Southeast Quarter of Section 23, Township 19 North, Range 31 West, Benton County, Arkansas being more particularly described as follows: Beginning at an existing rebar marking the Southeast Corner of the Southwest Quarter of the Southeast Quarter. Thence along the South line of said Forty, North 89 degrees 58 minutes 56 seconds West, 1322.95 feet to an existing railroad spike marking the Southwest Corner of the Southwest Quarter of the Southeast Quarter. Thence along the West line of the West Half of the Southeast Quarter, North 00 degrees 07 minutes 58 seconds East, 1645.44 feet to a set p/k nail. Thence leaving said West line, South 89 degrees 41 minutes 53 seconds East 1321.84 feet to a set rebar w/cap on the East line of the Northwest Quarter of the Southeast Quarter. Thence along the East line of the West Half of the Southeast Quarter, South 00 degrees 05 minutes 37 seconds West, 1638.88 feet to the Point of Beginning, containing 49.85 acres and subject to Road Rights of Way and any Easements of Record.

TRACT 2B

Part of the Northwest Quarter of the Northeast Quarter of Section 26, Township 19 North, Range 31 West, Benton County, Arkansas being more particularly described as follows: Commencing at an existing rebar marking the Southeast Corner of the Southwest Quarter of the Southeast Quarter of Section 23. Thence along the South line of said Forty, North 89 degrees 58 minutes 56 seconds West 207.41 feet to the Point of Beginning. Thence leaving said South line, South 03 degrees 49 minutes 59 seconds West, 21.95 feet to a fence corner. Thence along existing fence line the following bearings and distances: North 78 degrees 40 minutes 24 seconds West, 14.90 feet to a fence corner. South 89 degrees 25 minutes 35 seconds West, 115.02 feet to a fence corner. North 89 degrees 34 minutes 50 seconds West, 817.01 feet to a fence corner. North 87 degrees 14 minutes 34 seconds West 138.74 feet to a fence

corner. North 00 degrees 06 minutes 02 seconds West, 7.80 feet to the North line of the Northwest Quarter of the Northeast Quarter of Section 26. Thence along the North line of said Forty, South 89 degrees 58 minutes 56 seconds East, 1086.67 feet to the Point of Beginning, containing 0.42 of an acre and subject to Road Rights of Way and any Easements of Record.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's heirs and assigns forever. And I, the Grantor, hereby covenant that I previously deeded this land to Grantee on May 15, 2017, and retained a life estate, which I am hereby relinquishing.

WITNESS MY HAND AND SEAL on this 17 day of October, 2018.

Elaine M. Copsey

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
COUNTY OF Custer) ss.

On this 17 day of October, 2018, before me, a notary public, qualified and acting, within and for the State aforesaid, personally appeared ELAINE COPSEY, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she has executed same for the purposes therein set forth.



My commission expires: 6/12/22

Notary Public

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Signed: Robert D. Stowell
Robert D. Stowell, Attorney
1545 M Street, P.O. Box 40
Ord, NE 68862-0040

RDS:lr
M:\ep1\81338.010\QCD

User Name: LAURA
CERTIFICATE OF RECORD
STATE OF ARKANSAS, COUNTY OF BENTON
I hereby certify that this instrument was
Filed and Recorded in the Official Records
L201928657 6/10/2019 8:24:06 AM
Brenda DeShields, Circuit Clerk
BENTON CO, AR FEE \$20.00

L202047984
BENTON CO. AR FEE \$30.00
PRESENTED & E-RECORDED
08/06/2020 11:21:08 AM
BRENDA DESHIELDS
CHERYL DINE & ASSOCIATES

OUTCLAIM DEED

[illegible]

TO HAVE AND TO HOLD the same unto the said Grantee, and unto Grantee's heirs and assigns forever, with all tenements, appurtenances and hereditaments thereto belonging.

or a documentary symbol in the legally correct amount has been placed on this instrument.

~~Rooster, NE 18831~~

Dale R. Nyhus

Christy Nyhus

2020 OCT 22 PM 4:14

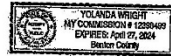
ACKNOWLEDGMENT

STATE OF Arkansas)
COUNTY OF Benton)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, and appeared in person the within named Dale R. Nyhus and Christy Nyhus, to me personally known, who stated that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 25 day of May, 2020.

[Signature]
Notary Public



Orville K. Nyhus

ACKNOWLEDGMENT

STATE OF North Dakota)
COUNTY OF Houderail)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, and appeared in person the within named **Orville K. Nyhus**, to me personally known, who stated that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 15th day of May, 2020.

Notary Public

Prepared by:
Wesley Blackman, Attorney
2592 S. 48th Street
Springdale, AR 72762





STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

2020 OCT 22 PM 4:14

Affidavit of Compliance

File Number: 1905571-112

Grantee:
Mailing Address: CRISTI R. GAFFNEY
HC 63 BOX 8
ROOSTER NE 688210000

Grantor:
Mailing Address: DALE R. NYHUS, CHRISTY NYHUS AND ORVILLE K. NYHUS
9800 S MORNINGSTAR RD
BENTONVILLE AR 727120000

Property Purchase Price: \$0.00
Tax Amount: \$0.00
County: BENTON
Date Issued: 08/06/2020
Affidavit ID: 1640761344

The grantee/grantor claims the following exemption to the Real Estate Transfer Tax:
A transfer price of one hundred dollars (\$100) or less

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Cristi R. Gaffney
Grantee or Agent Name (signature): [Signature] Date: 8/6/2020
Address: HC 63 Box 8
City/State/Zip: Rooster NE 68821

L202047884.905

FILED
2020 OCT 22 PM 4:14

CLERK
BENTON COUNTY, AR



CERTIFICATE OF RECORD
STATE OF ARKANSAS, COUNTY OF BENTON
I hereby certify that this instrument was
filed and Recorded in the Official Records
in Doc Num L202047884
8/8/2020 11:21:09 AM
Brenda D. Doherty
BENTON COUNTY Circuit Clerk & Recorder

ENGINEERING SERVICES INC.

1207 S. Old Missouri Rd. • P.O. Box 282 • Springdale, Arkansas 72765-0282
4203 Richmond Place. • Texarkana, Texas 75503-0004

Ph: 479-751-8733 • Fax: 479-751-8746
Ph: 479-318-7248

October 1, 2020

Will A Kellstrom
Watkins, Boyer, Gray & Curry, PLLC
1106 W. Poplar
Rogers, AR 72756

Dear Mr. Kellstrom,

This letter is in regard to the proposed annexation of Benton County Parcel Number 18-09135-000 and Parcel No. 18-09181-001 into the City of Bentonville. As shown on the attached exhibit, the subject property is contiguous to the City of Bentonville along its west side. Although this proposed annexation would create an area of unincorporated land which is surrounded by incorporated land, said area would not constitute an "enclave" because it would be bordered by both the Cities of Rogers and Bentonville. Accordingly, no enclaves would be created by this annexation.

Respectfully,

Blake Murray, P.E.
Project Engineer

Enclosures

OCT 22 PM 4:14
TO: WILL A. KELLSTROM
FROM: BLAKE MURRAY, P.E.
SUBJECT: ANNEXATION



Brian J. Moore, P.E.
President

Tim J. May, P.E.
Vice President

Jason Appel, P.E.
Secretary/Treasurer

Jerry W. Martin
Chairman of the Board

Consulting Engineers and Surveyors

www.engineeringservices.com



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 24th day of November, 2020, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF November, 2020.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. KIRBY ROMINES, City Clerk



Consent Agenda Items

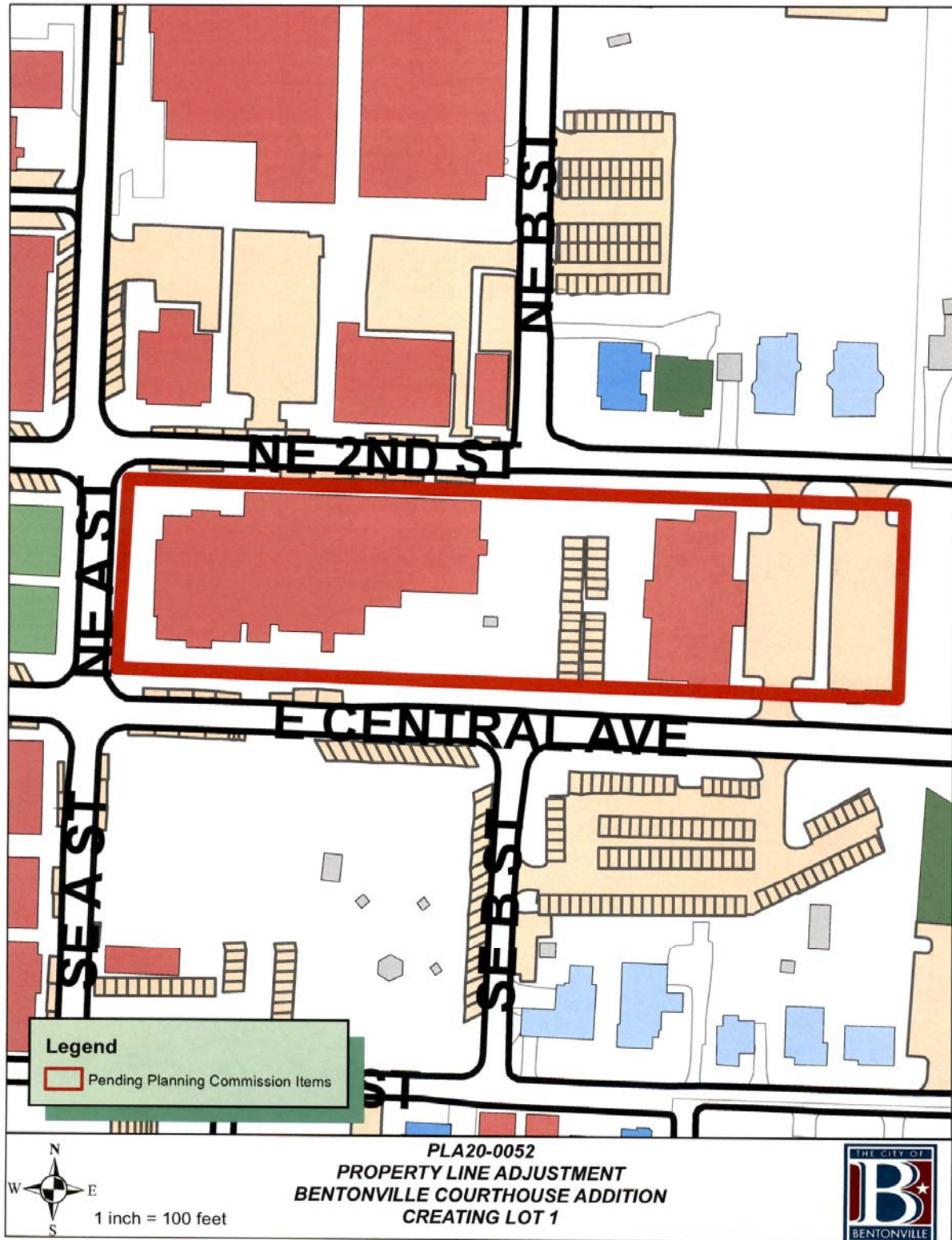
For Planning Commission meeting of December 1, 2020

Reviewer: Tyler Overstreet, AICP, Senior Planner

- ❖ At the Technical Review meeting held on November 24, 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: Lot 1 of Benton County Courts Addition, 215 E Central Avenue, DC, Downtown Core, *PLA20-0052*

A property line adjustment of Lots 2, 3, 8, 9, 14, 15, 26, 27, 35-38, and 51-54 of the Original Town of Bentonville to create new Lot 1 of Benton County Courts Addition (+/- 2.59 acres). The plat dedicates additional right-of-way along E Central Avenue. The plat dedicates a new utility easement over an electric transformer along E Central Avenue.



GENERAL NOTES:

Basin of Bearings: Grid North, Arkansas Plane Coordinate System, North Zone (3301), NAD 83, based on Bentonville GPS Monument #7, having a published latitude of: 36°21'50.51" and longitude of: 94°11'47.62" West, Combined Scale Factor of 0.99970359 and a Convergence Angle of: 1°10'41.42".

Grid North Convergence: At the northeast corner of Lot 3, Original Town of Bentonville, rotate from Grid North, 1°17'00" to the left for True (Geodetic) North.

Flood Information: Based upon review of NFIP FEMA, Benton County, Arkansas and Incorporated Areas, Map Number 19007C02054, Map Revised, June 5, 2012, and to graphic plotting only, the subject property lies within Zone 1. Areas determined to be outside the 0.2% chance floodplain. This surveyor and Morrison Shipley Engineers assume no liability for the correctness or use of the current cited flood map, or any available digital flood hazard data utilized to delineate the limits of potential flood hazard areas.

Every recorded document reviewed and considered as a part of this survey is noted hereon. Surveyor has not made a thorough investigation or independent search for any easements or other encumbrances or facts that an accurate, complete and current title search and/or title commitment would disclose. Other documents of record, rights, or facts, may exist and affect this subject property.

Subsurface or environmental conditions were not examined or considered as a part of this survey, except for underground storm pipes and sanitary sewer pipes marked through the Arkansas One-Call System and observed during the field survey. Existing utilities shown hereon were located by reasonable visual observed surface improvements, unless noted otherwise. Actual locations of utilities shown, or the existence of additional subsurface improvements not shown hereon, should be verified before any excavations. Locations or existence of surface or subsurface improvements may differ from those shown hereon.

Last Date of Field Survey: September 16, 2020.

CITY OF BENTONVILLE DEVELOPMENT NOTES:

Sidewalks shall be the responsibility of the builder/owner at the time of building permit issuance. There may not be sewers or any other structures built in any drainage easements. Before any work in the right-of-way commences, contractor and/or owner is to contact the City of Bentonville Engineering and Transportation Departments and notify said departments of the intent and type of work that will take place within the right-of-way. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info, visit www.bentonvillemapping.com or call the Planning Department @ 479-271-3122.

SURVEY REFERENCES:

- Boundary Survey for Fred Naylor, prepared by Ronald L. Ribout, AR PS #529, Plat Book U, page 143, filed September 29, 1977, Benton County, Arkansas.
- Boundary and Plat Plan Survey for Jack E. & Lana K. Senkewich, prepared by Thomas W. Copelin, AR PS #944, Plat Book 14, page 228, filed January 17, 1989, Benton County, Arkansas.
- Boundary Survey for Downtown Bentonville, Inc., prepared by Thomas W. Copelin, AR PS #944, Plat Book 2003, page 623, filed September 25, 2003, Benton County, Arkansas.
- Property Line Adjustment/Part of Lots 54 and 52, Original Town of Bentonville, prepared by CEI and Charles Joe Martin, AR PS #1616, Plat Book 2010, page 105, filed March 9, 2010, Benton County, Arkansas.

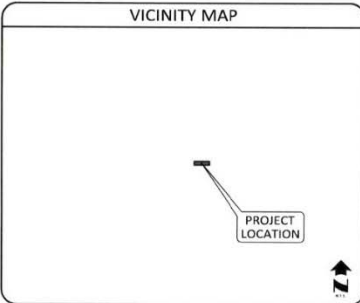
PARENT TRACT DESCRIPTION - Multiple Deeds:

Lots 2, 3, 8, 9, 14, 15, 26, 27, 35, 36, 37, 38, 51, 52, 53, and 54, of the Original Town of Bentonville, as filed in Plat Record "7" pages 75 and 76, and the Alley vacated by Ordinance No. 85-99, filed in Book 643 at page 681, said Alley being part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 30, Township 20 North, Range 30 West, of the Fifth Principal Meridian, Benton County, Arkansas.

LESS AND EXCEPT

A part of Lot 3, of the Original Town of Bentonville, Arkansas and part of a vacated alley as per Ordinance 85-99, owned by County of Benton, Bentonville, Benton County, Arkansas whose warranty deed is recorded as Benton County Land Record Document 2005-37935, 1994 89946 Benton County Circuit Clerk Office, Bentonville, Arkansas and which is more particularly described as follows: Commencing at the grantor's northeast corner and part of said vacated alley at a found 1/2" vial at the south right of way line of Northeast Second Street and the POINT OF BEGINNING (POB); Thence leaving said south right of way line S 01°48'23" W a distance of 185.00 feet, along the grantor's east property line to the north right of way line of East Central Avenue; Thence along said north right of way line N 88°15'54" W a distance of 154.94 feet; Thence leaving said north right of way line N 01°48'23" E a distance of 154.94 feet; Thence, along a tangent curve to the left, an arc distance of 17.81 feet said curve having a radius of 19.00 feet and a chord bearing and distance of N 67°35'20" W - 17.15 feet; Thence along the following courses and distances: N 87°17'34" W a distance of 99.81 feet, N 87°21'51" W a distance of 45.74 feet, N 87°20'40" W a distance of 20.53 feet, N 87°20'35" W a distance of 26.04 feet, N 87°20'34" W a distance of 5.66 feet, along a non-tangent curve to the right, an arc distance of 4.12 feet said curve having a radius of 31.00 feet and a chord bearing and distance of N 87°20'34" W - 4.11 feet to the grantor's north property line; Thence along the grantor's north property line and the south right of way line of Northeast Second Street S 88°15'54" E a distance of 142.07 feet to the POINT OF BEGINNING (P.O.B.), Containing: 1851 SQUARE FEET OR (34 ACRES OF LAND, MORE OR LESS.

VICINITY MAP



SURVEY DESCRIPTION - Lot 3:

Lots 2, 3, 8, 9, 14, 15, 26, 27, 35, 36, 37, 38, 51, 52, 53, and 54, the 12" Alley lying west of Lots 8 and 9 and west of Lots 14 and 15, the 12" Alley lying west of Lots 26 and 27 and east of Lots 35-38, part of the Alley vacated by Ordinance No. 85-99, filed in Book 643 at page 681, said Alley being part of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section 30, Township 20 North, Range 30 West, and part of Lot 3, all in the Original Town of Bentonville, as filed in Plat Record "7" pages 75 and 76, Benton County, Arkansas, the perimeter boundary being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 8; thence by bearing and distance (basis of bearing, Grid North), North 88°15'54" West along the south line of Lots 3 and 8 a distance of 245.37 feet; thence leaving said south line, North 87°38'10" West a distance of 95.60 feet; thence North 02°17'05" East a distance of 5.93 feet; thence North 87°47'29" West a distance of 342.00 feet to the west line of Lot 54; thence North 02°17'05" East along the west line of Lots 54, 53, 51, and 51 a distance of 161.29 feet to the northeast corner of said Lot 53; thence South 88°15'54" East along the north line of Lots 53, 38, 26, and 15 a distance of 142.00 feet to the northeast corner of said Lot 53; thence South 88°15'54" East along the north line of Lots 8 and 3 a distance of 209.54 feet; thence leaving the north line of said Lot 3 and along the south and west boundaries of a tract conveyed by Quit Claim Deed, Book 2013, page 53321, the following eight courses:

- 1.) 4.12 feet along the arc of a non-tangent curve to the left, said curve having a radius of 31.00 feet and being subtended by a chord bearing and distance of South 84°50'06" East, 4.12 feet;
- 2.) South 87°20'34" East a distance of 5.66 feet;
- 3.) South 87°20'35" East a distance of 26.04 feet;
- 4.) South 87°20'40" East a distance of 20.53 feet;
- 5.) South 87°21'51" East a distance of 45.74 feet;
- 6.) South 87°17'34" East a distance of 9.81 feet;
- 7.) 17.81 feet along the arc of a curve to the right, said curve having a radius of 19.00 feet and being subtended by a chord bearing and distance of South 67°35'20" East, 17.15 feet;
- 8.) South 01°48'23" West a distance of 154.97 feet to the north right-of-way line of E. Central Avenue, as that currently exists;
- 9.) thence North 88°15'54" West along said north right-of-way line a distance of 2.03 feet to the Point of Beginning.

CERTIFICATE OF SURVEY ACCURACY

I, Keith A. Sikes, Herby Certify That This Plat Correctly Represents A Boundary Survey Made By Me Or Under My Supervision, And Boundary Markers And Lot Corners Shown Hereon Actually Exist And Their Location, Type And Material Are Correctly Shown And To The Best Of My Knowledge, All Minimum Requirements Of The Arkansas Minimum Standards For Land Surveyors Have Been Met.

Date of Execution: November 16, 2020

SURVEYOR
Morrison Shipley Engineers Inc.
2407 SW Cottonwood St.
Bentonville, AR 72712
Contact: Keith Sikes
Telephone: (479)-273-2009

OWNER / DEVELOPER
Judge Barry Moehring
Benton County
215 E. Central Avenue
Bentonville, AR 72712
Telephone: (479)-271-1096



Arkansas Professional Surveyor, #1507

CERTIFICATE OF OWNERSHIP

We The Undersigned, Owners Of The Real Estate Shown And Described Herein, Do Herby Certify That We Have Laid Off, Platted, And Subdivided And Do Herby Lay Off, Plat, Subdivide And Real Estate in accordance With This Plat And Do Herby Dedicate To The Use Of The Public The Streets, Alleys, Drives, Easements, Etc. As Shown On Said Plat.

Source Of Title: Warranty Deed 2005-87975, Warranty Deed 459-237, Warranty Deed 546-36, Warranty Deed 194-188, Warranty Deed 194-187, Corporation Warranty Deed 94-89946, Corporation Warranty Deed 93-45762

Signed: _____ Date: _____

County Judge / Barry Moehring

State Of Arkansas

County Of _____

Sworn And Subscribed Before Me This Day _____ of 2020

Notary Public: _____

My Commission Expires: _____

CERTIFICATE OF APPROVAL

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

Date of Execution: _____

Signed: _____

Community Development Director

Pursuant To The Bentonville Subdivision Regulations and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of the said rules and regulations.

Date of Execution: _____

Signed: _____

Bentonville Planning Commission Chairman

Signed: _____

Mayor City of Bentonville

Signed: _____

City Clerk

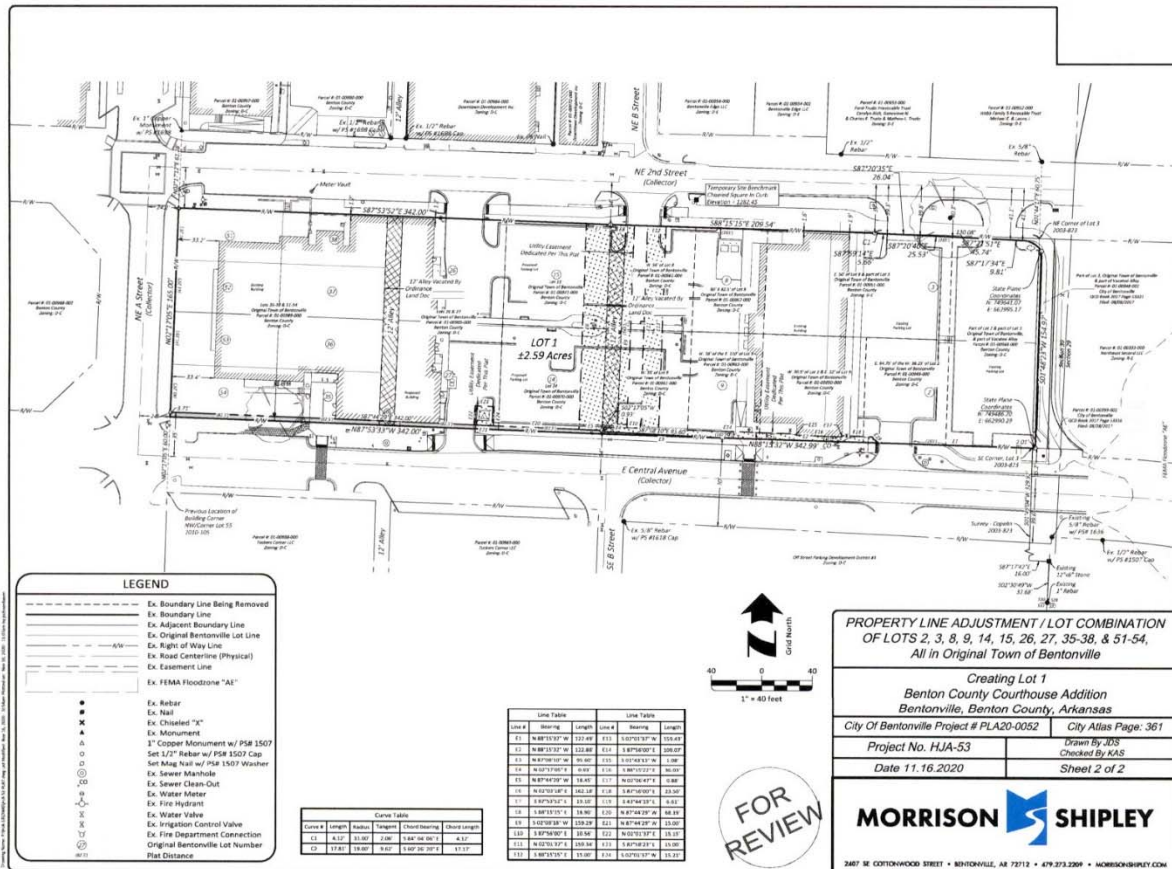
PROPERTY LINE ADJUSTMENT / LOT COMBINATION
OF LOTS 2, 3, 8, 9, 14, 15, 26, 27, 35-38, & 51-54,
All in Original Town of Bentonville

Creating Lot 1
Benton County Courthouse Addition
Bentonville, Benton County, Arkansas

City Of Bentonville Project # PLAZ0-0052	City Atlas Page: 361
Project No. HJA-53	Drawn By: JDS
Date 11.16.2020	Checked By: KAS
	Sheet 1 of 2

MORRISON SHIPLEY

2407 SW COTTONWOOD STREET • BENTONVILLE, AR 72712 • 479.273.2009 • MORRISONSHIPLEY.COM



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 1
OF BENTON COUNTY COURTS ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA20-0052).**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lot 1 of Benton County Courts Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 1, 2020; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 1 of Benton County Courts Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk

ORDINANCE STAFF REPORT



Runoff Mitigation Requirements

PC Date: 12/1/2020

Reviewer: Shelli Kerr, AICP, Comprehensive Planning Manager

Type	Amendment
Code Impacted	Land Development Code
Section(s)	Article 200 Definitions & Sec. 1100-08 Grading and Drainage

Background

Currently, formal drainage design requirements are limited unless the project is addressed by a preliminary plat or large scale development. Regulations are needed to manage stormwater run-off for those smaller developments that could impact neighboring properties.

Proposal

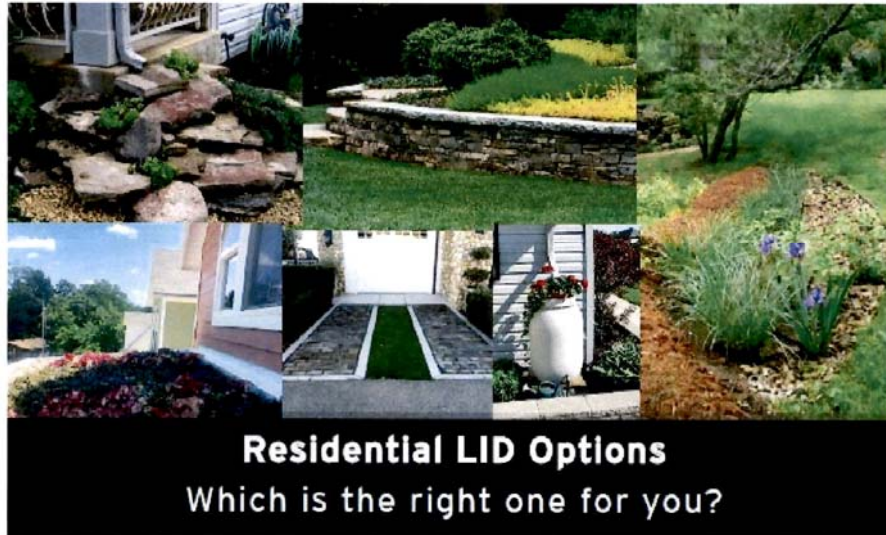
Staff are proposing the following amendment to help mitigate the impacts of additional stormwater runoff caused by new developments and redevelopment.

- Require all new development, not already subject to large scale development or preliminary plat, to mitigate stormwater run-off of all impervious areas.
- To mitigate run-off, developers/property owners have the option of:
 - directing run-off to an existing stormwater collection system;
 - using a low impact development technique as listed in the amendment; or
 - using another method as approved by the city engineer.
- The low impact development practices listed in the amendments are provided below. An illustration of these practices is attached.
 - Redirect downspouts
 - Rain barrels/cisterns
 - Rain gardens
 - Porous pavers
 - Green roofs
 - Terraced landscape

Recommendation

Staff recommends approval of an ordinance to amend the Land Development Code to require stormwater run-off mitigation for impervious areas on development not subject to large scale development or preliminary plat.

ORDINANCE STAFF REPORT



#KnowTheFlowNWA

Low Impact Development - LID

One inch of rainfall creates approximately 623 gallons of water falling on a 1,000-square foot roof. Impervious surfaces such as roofs, sidewalks, and driveways prevent rain from soaking into the ground. When it rains, stormwater runs over these hard surfaces picking up pollutants such as yard debris, trash, fertilizers, vehicle fluids, and pet waste, which are washed into storm drains that connect to local creeks.

Low Impact Development or LID are methods and techniques that are used to slow down, spread out and soak in stormwater on site. Incorporating these practices reduces the amount of stormwater leaving your property and slows it down. Reducing the speed and volume of water helps protect the receiving streams and minimize erosion.

On the reverse-side, there are options that may work for your home to help slow down, soak in or spread out stormwater as it flows over your property.

For more information, contact the Northwest Arkansas Stormwater Education Program at UofA Cooperative Extension Service at 479-444-1755 or www.uaex.edu/nwastormwater.



The University of Arkansas System Division of Agriculture offers all its Extension and Research programs and services without regard to race, color, sex, gender identity, sexual orientation, national origin, religion, age, disability, marital or veteran status, genetic information, or any other legally protected status, and is an Affirmative Action/Equal Opportunity Employer.

RESIDENTIAL LID OPTIONS



Gauges rank costs and if it needs professional installation. Those are averages and can vary greatly based on individual projects. Go to uax.edu/nwastormwater for more details on these LID practices.



REDIRECT DOWNSPOUTS

To slow stormwater runoff and reduce pollution, add a splash guard or extender to your gutter's downspout to direct to runoff to surfaces that can soak up water such as a yard or garden. Washed out spots at the base of gutters can cause soil to wash away. Rain chains can be a simple, aesthetically pleasing alternative to downspouts that can minimize the velocity of stormwater.

Diversion berms, or swales, can be constructed to reduce runoff velocity and erosive flows and to promote infiltration and plant growth by retaining water in depressions.



POROUS PAVERS

Porous pavers can be an attractive way to let runoff sink in by turning hard surfaces soft. Sidewalks, driveways or even patios spaces can become areas that allow water to sink in rather than runoff.

Pavers need to have sub-basin designs that provide a space for water to go as it passes through the pavers.

Consider what long-term maintenance your pavers may require. If they become clogged with sediment or debris, they are no longer functioning to allow water to soak in.



RAIN BARRELS/CISTERNS

Rain barrels can be a creative option for redirecting downspouts with added perks. Harvesting stormwater can offer many benefits including:

- Reducing use of treated water for home irrigation
- Lowering peak demands on public water systems
- Reducing stormwater runoff volume and velocity which reduces potential for further erosion downstream

Cisterns have the capacity to harvest more water but can be more costly. What are your water needs?



GREEN ROOFS

A green roof is simply one that fosters the growth of vegetation. The general design of a green roof consists of four distinct layers: an impermeable roof membrane and root barrier, a drainage layer, lightweight growth media, and adapted vegetation.

Extensive green roofs are a surface treatment for rooftops, typically less than 6 inches in depth, involving the addition of growth media and plants to create a sustainable green space on a flat or nearly flat roof.

Intensive green roofs have deeper soil beds allowing more type of vegetation but are more expensive.



RAIN GARDENS

Rain gardens are landscaped depressions that collect rainfall. These bowl-shaped gardens are designed to capture stormwater runoff and allow it to slowly soak into the soil, recharging groundwater and removing stormwater pollutants.

The garden's flat bottom helps distribute rain water evenly across the planted area. Topsoil amended with compost and sand allows the water to slowly soak into the ground within a few days so there is no standing water to breed mosquitoes.



TERRACED LANDSCAPE

Sloped landscapes create the potential for erosion. Terracing the slope by creating a structural wall on the downslope face can slowdown excess runoff. Planters can be used for added green space.

Cost and the ability to do this project yourself depends greatly on the scale of the project. Small slopes may be fixed with a manual digging and hand placed rocks. Larger slopes will require heavy excavation and may use large rocks or retaining walls. Some may even need underdrains to help move the water once the area is saturated.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE,
ARTICLE 1100 DESIGN STANDARDS, OF THE BENTONVILLE
MUNICIPAL CODE TO ESTABLISH STORMWATER RUNOFF
MITIGATION FOR ALL DEVELOPMENT.

WHEREAS, the City of Bentonville wishes to ensure development does not negatively impact stormwater runoff; and,

WHEREAS, all development that creates impervious surfaces should mitigate stormwater runoff.

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

Section 1. That within this ordinance, except section headings, all underlined text shall be added and strikethrough text shall be deleted.

Section 2. That the Land Development Code, Article 1100 Design Standards, shall be and is hereby amended with Attachment A: Runoff Mitigation, an electronic copy and paper copy of which is on file with the City Clerk, and is hereby adopted by reference as though it were copied herein fully.

Section 3. This Ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this ____ day of _____, 2020.

Approved:

Mayor Stephanie Orman

ATTEST:

City Clerk

ATTACHMENT A
Runoff Mitigation

Pg. 1 of 1

Underlined text to be added, strikethrough text to be deleted.

Sec. 1100.08 Grading and Drainage Regulations

(d) Stormwater run-off for impervious areas.

- (1) Requirement.** All development not subject to Large Scale Development or Preliminary Plat must mitigate stormwater run-off of all impervious areas. All stormwater must be directed to a stormwater collection system. If new impervious areas cannot be directed to a stormwater collection system, each new impervious area shall be mitigated at a rate of 0.2 cubic ft. of storage for each 1 sq. ft. of impervious area. Mitigation techniques must be the Low Impact Development practices listed here or other techniques as approved by the City Engineer:

Practice	Collection Requirement
Redirect downspouts	0.05 cubic ft. for each 1 sq. ft. of roof that is redirected
Rain barrels / cisterns	100% of the volume of the structure
Rain gardens	20% of the volume of the rain garden
Porous pavers	40% of the volume of the rock under the pavers + 0.10 cubic ft. for each 1 sq. ft. of pavers
Green roofs	.20 cubic ft. for each 1 sq. ft. of roof
Terraced landscape	40% of the volume of the terrace

- (2) Waiver requests.** The property owner or developer may request a waiver of run-off mitigation requirements from the Planning Commission in accordance with Sec. 300.04 Waivers. The Planning Commission shall grant waivers only upon a review and consideration of the following review criteria.
- Staff support of the waiver.**
 - Sufficient documentation showing that the increased impervious area will not increase flows off-site or cause negative impacts.**
 - Sufficient documentation that flows are already accounted for in an existing system that is functioning as designed.**
- (3) Replacement and maintenance.** Property owners are responsible for maintenance and replacement of the stormwater run-off mitigation practices required by this section.

REZONING STAFF REPORT



Loh & Collingsworth

801 & 805 SE 5th Street

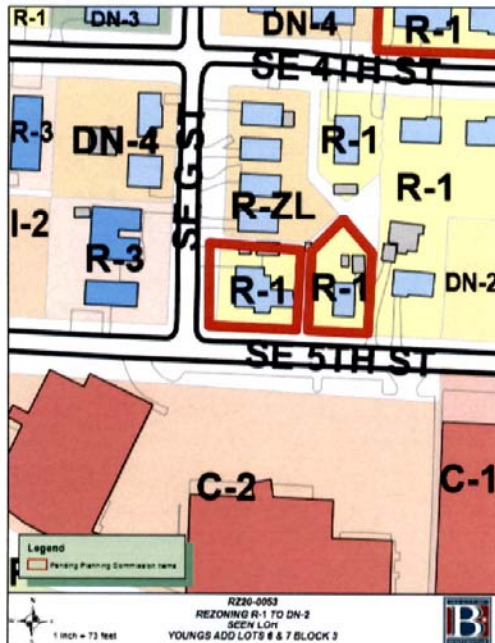
PC Date: 12/1/2020

Reviewer: Brian Bahr, Planning Services Manager

Project Number	RZ20-0053
Applicant / Current Owner	Serenity P, LLC
Site Area	+/- .45 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-4, Downtown Mixed-Use Residential
Future Land Use Map Designation	Medium Density Residential (MDR)

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

Location Map



Property Description

Currently zoned R-1, Single Family Residential. Adjacent zonings are R-ZL, Zero Lot Line Residential to the north, R-3, Medium Density Residential and DN-4, High-Density Residential to the west, R-1, Single Family Residential to the east, and C-2, General Commercial to the south.

Relationship to the Bentonville Community Plan

The property falls within Priority Area 1, Downtown Intensification, and the Downtown Neighborhood Subarea Plan Character Area 7, Transitional Residential Area. A small area on the western edge of the study area, accommodating a higher density and mix of residential uses due to its proximity to new institutional and cultural development. The Future Land Use Plan currently depicts this property as Medium Density Residential.

Public Comment

To date staff has not received public comment.

Analysis

While the rezoning request is not consistent with the Future Land Use Plan of Medium Density Residential, the property directly across the street has had numerous uses from a coffee shop to vendor space, electronics shop, and now professional office space. There is a salvage/storage yard in the general area to the west at 701 SE 5th Street, apartments at 404 and 408 SE G Street, and higher density single-family to the north. It has transitioned from single-family to high-density residential due to its proximity to The Momentary and the commercial development. Recently the Planning Commission approved a rezoning to DN-4 at 402 SE G Street on April 7, 2020 and 309 SE G Street on January 13, 2020.

Conclusion

Planning staff has reviewed this request; it is consistent with Downtown Character Area 7, Transitional Residential Area. However, it is not consistent with the Future Land Use Plan of Medium Density. In addition, the request is consistent with the current and proposed development in the general area. Staff recommends approval.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-4, Downtown Mixed-use Residential



The intent of the DN-4 district is to allow for increased neighborhood density and increased local commerce through the development of multi-family housing and mixed-use structures. These areas tend to be located in areas of unique activity due to the surrounding context and resulting levels of activity and housing demand.

Building Types Allowed:

District	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-4	•	•	•	•	•	•	•

Maximum Height Allowed:

District	Single-family	Two-family	Townhouse	Multi-family	Mixed-use
DN-4	40 ft.	40 ft.	40 ft.	50 ft.	50 ft.

Lot and Area Standards:

District	Building type	Min. Lot Area (sq. ft.)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage	
				Min. Lot Width	Max. Lot Width	Interior lot	Exterior lot
DN-4	Single-family, alley access	4,000	-	40'	50'	50%	55%
	Single-family, no alley access	5,000	-	50'	-	50%	55%
	Single-family attached unit	2,000	-	20'	-	-	-
	Single-family attached structure, alley access	4,000	-	40'	-	50%	55%
	Single-family attached structure, no alley access	5,000	-	50'	-	50%	55%
	Two-family, alley access	4,000	-	40'	50'	50%	55%
	Two-family, no alley access	5,000	-	50'	-	50%	55%
	Townhouse unit	2,000	-	20'	-	-	-
	Townhouse structure	6,000	2,000	60'	-	65%	70%
	Multi-family	8,000	800	80'	-	75%	80%
	Mixed-use and all others not listed	10,000	800	80'	-	75%	80%

Setback Standards:

District	Building type	Front Yard		Side Yard				Rear Yard
				Exterior Side Yard		Interior Side Yard		
		Min.	Max.	Min.	Max.	Detached Yard	Attached Yard	
DN-4	Single-family and Two-family	8'	15'	8'	15'	7'	0'	25'
	Townhouse	8'	15'	8'	15'	10'	0'	25'
	Multi-family	8'	15'	8'	15'	10'	0'	15'
	Mixed-use and others not listed	0'	15'	0'	15'	0', 12' if adjacent to a non mixed-use building	0'	15'

Updated 08-31-20

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-4, Downtown Mixed-use Residential

Residential Tree Planting: For newly constructed single and two-family residential structures: 1 shade tree planted in each yard adjacent to roadway and 1 shade tree planted in each right-of-way adjacent to roadway

Garage Setback Standards (generally for DN districts – additional requirements may apply):

Prohibited in front yards. Garages, parking lots or designated parking spaces are prohibited in the front yard and corner side yard.

Attached garages. Garages may be attached to the primary structure. However, if the garage is attached, it must be located and oriented in such a way that it does not protrude from the side façade of the primary building in order to be visible from the public street.

Detached garages. Detached garages shall be located to the rear of the primary structure.

Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

Detached garages. Detached garages must be separated from the primary structure by a minimum of 10'.

Garages with alley access. Garages with alley access must be setback 8' from the alley.

Accessory Structures & Uses: (i.e. garages, storage sheds, separate dwelling units)

	Detached Non-residential	Detached Accessory Dwelling	Attached Accessory Dwelling
% of floor area of primary structure	40%	50%	50%
Maximum footprint	720 sq. ft.	720 sq. ft.	-
Front setback	As required by the district	As required by the district	As required by the district
Side setback	7'	7'	As required by the district
Rear setback	7'	7'	As required by the district

On corner lots: Structure shall not project beyond the building line of the primary structure of existing primary structure on the adjacent lot

Updated 08-31-20

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DN-4, Downtown Mixed-use Residential

Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - condominium Dwelling - modular Dwelling - multi-family Dwelling - multi-family - end block Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - townhouse or rowhouse - end block Dwelling - two-family Residential facility - assisted living	Agriculture and Animals Urban farm Residential Home occupation - type b Recreation, Education & Assembly Cultural studio Educational facility Event center Museum Religious facilities Services Adult day care Cemetery or mausoleum Child care - commercial Child care - residential (5-10 children) Lodging - bed & breakfast Public safety services Retail Artisan shop Bakery Retail - small scale (≤ 4,000 gsf) Transportation / Utilities Utility facility Wireless communication facility (cell towers) Other Temporary uses	Agriculture and Animals Community garden Residential Dwelling - accessory Home occupation - type a Services Office - small scale (≤ 4,000 gsf) Medical services – doctor office Retail Convenience store that sells beer and/or light wine for off-site consumption Convenience store that sells beer and/or light wine, and spirits for off-site consumption Restaurant Restaurant, microbrewery Sidewalk café in public right-of-way Transportation / Utilities Solar energy system Wind energy system, small Other Building, accessory - nonresidential
CONDITIONAL ACCESSORY USE		
Convenience store that sells beer and/or light wine for off-site consumption within 500' of a city-owned park or trail Convenience store that sells beer and/or light wine, and spirits for off-site within 500' of a city-owned park or trail		

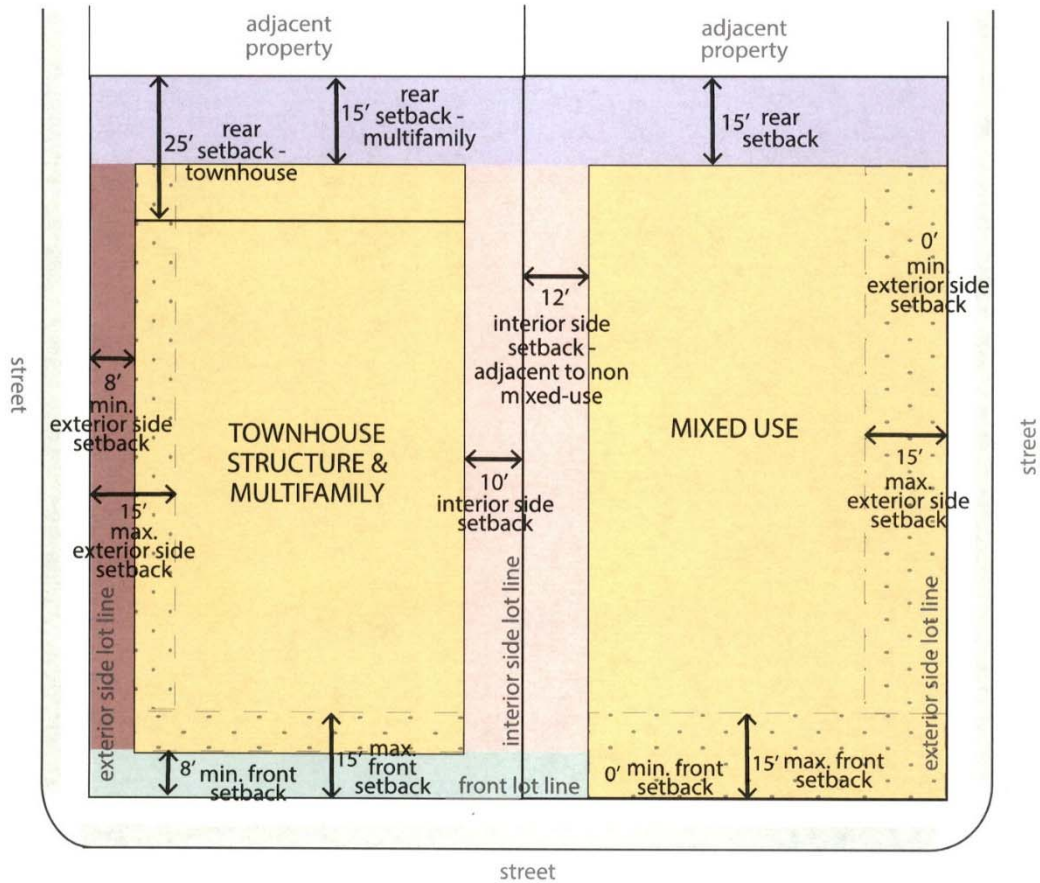
Updated 08-31-20

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

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DN-4, Downtown Mixed-Use Residential

Setback Illustration



Updated May 2020



Blew & Associates, P.A.

Civil Engineers

Professional Land Surveyors

3825 N. Shiloh Dr.
Fayetteville, Arkansas 72703
479-443-4506
Fax 582-1883

October 1, 2020

To Whom It May Concern,

Rezone

My client, Seen Loh & Zeb & Lavee Collingsworth is requesting to be rezoned from R to DN4. It appears that the rezone will not affect adjacent current zonings. Address for the rezone is 801 & 805 SE 5th St. Bentonville, AR. My clients intend to add on to their property which is why they want to rezone to DN4. Traffic will stay the same since they are not planning on making their home a business. The appearance will stay the same as well. Both properties have 8" sewer polyvinyl chloride and 6" water polyvinyl chloride

Sincerely,

Amanda Hallmark
Project Manager
Blew & Associates, P.A.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-4, DOWNTOWN MIXED-USE RESIDENTIAL (PROJECT NUMBER: RZ20-0053).

WHEREAS, Zeb & Lavee Collingsworth and Kerry Laman duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DN-4, Downtown Mixed-Use Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT'S 6, 7, BLOCK 3 YOUNG ADDITION TO BENTONVILLE, BENTON COUNTY, AR
AS SHOWN ON PLAT RECORD BOOK "G" PAGE 165, RECORDED IN THE BENTON
COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 17, 2020 and December 1, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to DN-4, Downtown Mixed-Use Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to DN-4, Downtown Mixed-Use Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk

REZONING STAFF REPORT



Wright

208 SE 6th Street

PC Date: 12/1/2020

Reviewer: Tyler Overstreet, Senior Planner, AICP

Project Number	RZ20-0054
Applicant / Current Owner	Larry and Linda Wright
Site Area	.14 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DE, Downtown Edge
Future Land Use Map Designation	Downtown Commercial

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

Location Map



Property Description

Located southwest of the intersection of SE 6th Street & SE B Street. Adjacent zoning districts include R-O, Residential Office to the north, R-3, Medium-Density Residential to the east, and R-1, Single-Family Residential to the south and west.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Downtown Commercial. These areas typically include vertical, mixed-use developments with a focus on design character and pedestrian access.

The Downtown Neighborhood Subarea Plan depicts this property within a Mixed-Use Residential Area (p. 138). Mixed-use residential areas allow for increased neighborhood density and increased local commerce through the development of multi-family housing and mixed-use structures. As investment in the area occurs, a creative and flexible blend of residential, commercial, and cultural uses can be expected (p. 143).

Public Comment

Staff has received public comment on this request, in the form of a support letter.

Analysis

The DE, Downtown Edge zoning district definition cites its potential as a transitional zone between the downtown core and adjacent residential areas. The form and character of structures in the DE district are meant to provide a service-oriented character for surrounding neighborhoods.

According to the applicant's narrative, the intent of the rezoning request is to relocate the existing Elysian Boutique business to the home located at 208 SE 6th Street. Considering recent rezoning and development requests further west on SE 6th (LSD20-0032 & LSD18-0036), it would appear that the block is transitioning towards the creative and flexible mix of land-uses referenced within the Community Plan.

Conclusion

The proposed rezoning aligns with the Future Land Use Plan designation of Downtown Commercial and recent rezoning and development approvals in the area.

The Future Land Use Plan, Downtown Neighborhood Subarea Plan and context of the surrounding area all lend credence to the rezoning request. Staff recommends approval of the proposed rezoning.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

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DE, Downtown Edge



The Downtown Edge creates an area of transition between the Downtown Core with its retail emphasis and the lower density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed use allows retail, commercial, office and residential uses on all floors. Live/work housing, personal services and small offices are strongly evident in this district. Buildings are spaced closely, but are separated by setbacks.

Primary and Secondary Streets: Developments that face **primary streets** have specific regulations pertaining to the relationship between the building and the street. The designated **primary streets** in the downtown districts are: Central Avenue, SW A Street, SW 8th Street, and S. Main Street. All other streets in the downtown districts shall be considered **secondary streets**.

Minimum Height Required: No minimum

Maximum Height Allowed: 50 feet

Lot and Area Standards:

District	Building type	Lot area		Min. land area /dwelling unit (sq. ft.)	Lot width		Min. lot depth	Lot coverage	
		Min.	Max.		Min. lot width	Max. lot width		Min.	Max.
DE	All	None	None	-	None	None	-	None	80%

Setback Standards:

District	Building type	Front Yard		Side Yard		Rear			
		Min.	Max.	Min.	Max.	Adjacent to Residential		Adjacent to Non-residential	
						Min.	Max.	Min.	Max.
DE	Residential	-	20'	7'	-	12'	-	7'	-
	Nonresidential	-	0'	7'	-	12'	-	7'	-

Encroachment Standards:

District	Min. height clearance	Min. setback adjacent to a primary street	Min. setback adjacent to a secondary street
DE	8'	4'	6'

Applied to encroachments such as canopies, awnings and balconies.

Updated 02-11-20

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

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DE, Downtown Edge

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Chicken - hobby Community Garden Greenhouse Plant nursery Residential Dwelling - condominium Dwelling - modular Dwelling - multi-family Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two family Recreation, Education & Public Assembly Commercial recreation facility - indoor Commercial recreation facility - outdoor Community Center Cultural studio Library Park - mini Park - neighborhood Services Adult day care ATM machine Cemetery or mausoleum Child care - commercial Child care - residential (4 children) Child care - residential (5 – 10 children) Copy facilities Financial institution Governmental services facility Maintenance service Medical services - doctor office Medical services - laboratory Medical services - urgent care clinic Office - small scale (≤ 4,000 gsf) Personal services Postal services Repair services - household Retail Artisan shop Bakery Mobile food vendor Outdoor vending - private property Outdoor vending - public right-of-way Retail - small scale (≤ 4,000 gsf) Sidewalk café in public right-of-way	Agriculture and Animals Animal clinic Urban farm Residential Home occupation - type b Recreation, Education & Assembly Aquarium Arena / auditorium Conference / convention center Educational facility Event center Museum Religious facilities Services Lodging - bed & breakfast Lodging - hotel / motel Office/warehouse Public safety services Retail Bar, lounge or tavern Restaurant Transportation / Utilities Parking facility (as principal use) Utility facility Wireless communication facility (cell tower) Other Temporary uses	Residential Dwelling - accessory Home occupation - type a Transportation / Utilities Solar energy system Wind energy system, small Other Building, accessory - nonresidential

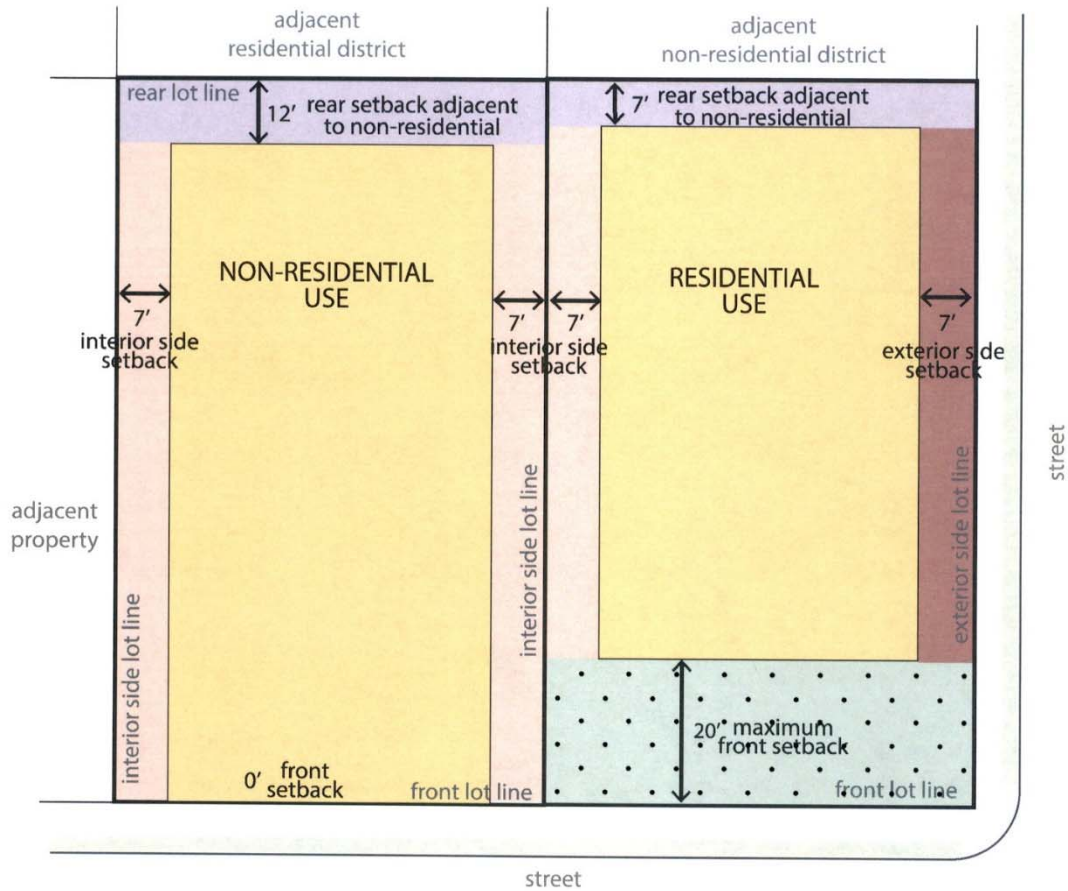
Updated 02-11-20

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DE, Downtown Edge

Setback Illustration



Updated May 2020

To Whom It May Concern :

My name is Lisa Jones, daughter of Larry and Linda Wright. I have owned Elysian Boutique since 2012. We have been operating at 111 S Main Street since 2017. The pandemic has not been great for many of us, especially those in retail. At this time we cannot afford our rent. Our landlords have agreed to let us out of our current lease with no penalties at this time. Our only option is to move our store into the property my parents own at 208 SE 6th Street. It is currently zoned residential. Our intention is to have it zoned Downtown Edge so that we can operate there and remain a staple of downtown. We have a very loyal customer base and we hope we can pull through after this hard time.

The home has been remodeled this year, by my husband. We are currently updating the outside as needed. We have just placed a full driveway along with beautiful landscaping. We would want to keep it as close to its charm as possible. Currently there are businesses surrounding the home. Across the street and two doors down. We feel that the Cigar Distract, Momentary, and Table at the Station would help us belong on 6th street.

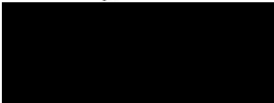
With the home being a corner lot, we feel as though we have the ability to help keep the unique look of the home and also be a beneficial business for those living around the area. We will be installing a new front door this next week along with a fresh touch up to the paint. We have had a new roof placed along with gutters today.

We currently have all water and sewer that would be needed for us.

I have been a huge part of downtown since we opened in 2012. I was born and raised here in Bentonville, and I have always wanted to keep my business downtown. Please help us remain in business and allow us continue to support Bentonville residents, including our staff.

Thank you for your time.

Sincerely,



Lisa Jones
Owner
Elysian Boutique

NOTICE OF INTENT TO REZONE

Linda Wright and her daughter Lisa Jones

has requested the Bentonville Planning

Commission to set a public hearing date to consider rezoning the following property from

Residential

to

Downtown Edge

The legal description of the property is as follows:

Lot 4 in Polson's Subdivision of Out Lot 34, a part of the SE ¼ of the NE ¼ of Section 31, Township 20 North, Range 30 West in Bentonville, Benton County, Arkansas.

The common description of the property is: 2 Bedroom, 1 bath Home

Proposed land use: Local Boutique inside the home.

The public hearing will be held November 17th, 2020 at 4:00 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:

LAMPLIGHTER RESTORATIONS LLC AND NEBO HOLDINGS LLC
HAVE NO OBJECTIONS TO THIS REZONING REQUEST. IT MAKES
PERFECT SENSE FOR SE 6TH ST CORRIDOR.

PATRICK J. SBARRA

Printed Name

206 SE 6TH ST

Physical Address

NEBO HOLDINGS LLC

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DE, DOWNTOWN EDGE (PROJECT NUMBER: RZ20-0054).

WHEREAS, Larry & Linda Wright duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DE, Downtown Edge to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 4 IN POLSON'S SUBDIVISION OF OUT LOT 34, A PART OF THE SE ¼ OF THE NE ¼ OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST IN 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 November-17, 2020 and December 1, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to DE, Downtown Edge.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to DE, Downtown Edge to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk

REZONING STAFF REPORT



Alice L Walton Foundation, Inc.

NE J Street

PC Date: 12/1/2020

Reviewer: Brian Bahr, Planning Services Manager

Project Number	RZ20-0056
Applicant / Current Owner	Michael Allen
Site Area	
Current Zoning	A-1, Agricultural
Requested Zoning	C-3, Central Commercial
Future Land Use Map Designation	Medium Density Residential (MDR)

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

Location Map



Property Description

Parcel # 01-15205-000 is zoned A-1, Agricultural. The surrounding zoning classifications include A-1, Agricultural to the north, west, and south, and PUD, Planned Unit Development to the east. This parcel fronts NE J Street, classified as an Arterial on the Master Street Plan. Adjacent uses include First Presbyterian Church of Bentonville to the north, Crystal Bridges Museum of American Art to the west, Amazeum Children's Museum to the south, and Legacy Village restricted housing to the east.

Relationship to the Bentonville Community Plan

The property falls within Priority Area 2, Infill. In addition to the increase in residential population and new housing in the area, the Infill Area also accommodates considerable new commercial and industrial development, further strengthening and diversifying its tax base and employment opportunities. The Future Land Use Map designates this area as Public / Semi-Public.

Public Comment

To date staff has received one objection letter from a Legacy Village resident.

Analysis

In the applicant's letter to the commission, the property's stated use, if zoned C-3, Mixed Use Commercial, is a parking deck. Within the Zoning Code, parking as a principal use is conditional within the C-3, Mixed Use Commercial district. The C-3 district is established for areas outside of downtown to provide an opportunity for people to live, work, meet, shop, and utilize services within the vicinity of their residences. The C-3 district allows for a mix of neighborhood commercial and personal services, offices, and medium density residential uses. Development in this district should be designed with an urban, walkable character that encourages physical activity, alternative transportation, and greater social interaction to benefit residents' health and well-being.

Conclusion

Planning staff has reviewed this application. The requested zoning and intended use is compatible with the adjacent property uses. It is consistent with Priority Area 2 of the Community Plan. Staff recommends approval.

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C-3, Mixed-Use Commercial



The C-3 District is established for areas outside of downtown to provide an opportunity for people to live, work, meet, shop and utilize services within the vicinity of their residences. The C-3 district allows for a mix of neighborhood commercial and personal services, offices and medium density residential uses. Development in this district should be designed with an urban, walkable character that encourages physical activity, alternative transportation and greater social interaction to benefit the health and wellbeing of residents.

Maximum Height Allowed: 60 feet

Height Exception: Any structure exceeding the listed maximum height shall be set back an additional 1 foot for each foot in excess of the maximum height allowed for that district.

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Lot width		Max. lot coverage	
				Min. lot width	Max. lot width	Interior lot	Exterior lot
C-3	All	None	-	-	-	100%	100%

Minimum Setback Standards:

District	Front		Side		Rear	
	Parking in front	No parking in front	Adjacent to non-residential district	Adjacent to residential district	Adjacent to non-residential district	Adjacent to residential district
C-3	0'	0'	0'	10'	0'	0'

Sidewalk Setback: No building in the C-3 district, regardless of the location of the lot lines of the property on which it is to be built, shall be built closer than 8 ft. from the back of the curb line of any public street abutting the property on which the building is located. This spacing shall be maintained in order to provide adequate space for the required sidewalk to be built along that street frontage.

Canopy Standards: Canopies may project over the street right-of-way if they terminate no less than 2 ft. horizontally from the outside edge of the street curb and are no less than 8 ft. above the surface of a new or existing sidewalk.

Updated 02-11-2020

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

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C-3, Mixed-Use Commercial

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Community garden Urban farm Residential Dwelling - condominium Dwelling - multi-family Home occupation - type b Residential facility - rehabilitation Recreation, Education & Assembly Aquarium Community center Commercial recreation facility - indoor Cultural studio Library Museum Park – mini, neighborhood Services Adult day care ATM machine Auction house Child care - commercial Child care - residential (4 children) Child care - residential (5-10 children) Copy facilities Financial institution Funeral home Governmental services facility Lodging - hotel / motel Medical services - doctor office Office - small scale (≤ 4,000 gsf) Office - large scale (≥ 4,000 gsf) Personal services Postal services Repair services - household Retail Artisan shop Bakery Bar, lounge or tavern Convenience store Convenience store that sells beer and/or light wine - off-site consumption Convenience store that sells beer, light wine/and or spirits for off-site consumption Gas station Outdoor vending - private property Restaurant Restaurant, drive-in Restaurant, drive through Retail - small scale (≤ 4,000 gsf) Sidewalk café in public right-of-way Transportation / Utilities Broadcasting studio	Agriculture and Animals Animal clinic Botanical garden Greenhouse Residential Dwelling - modular Dwelling - townhouse or rowhouse Dwelling - two-family Recreation, Education & Assembly Arena / Auditorium Commercial recreation facility - outdoor Educational facility Event center Golf course Outdoor music venue Religious facilities Services Cemetery or mausoleum Lodging - bed & breakfast Medical services - hospital Public safety services Retail Convenience store that sells beer and/or light wine for off-site consumption within 500 ft. of a city owned park or trail Convenience store that sells beer, light wine/and or spirits for off-site consumption within 500 ft. of a city owned park or trail Outdoor vendor park Transportation / Utilities Parking facility (as principle use) Transportation facilities excluding airports Utility facility Wireless communication facility (cell towers) Other Temporary uses	Residential Dwelling - accessory Home occupation - type a Transportation / Utilities Solar energy system Wind energy system, small Other Building, accessory - nonresidential

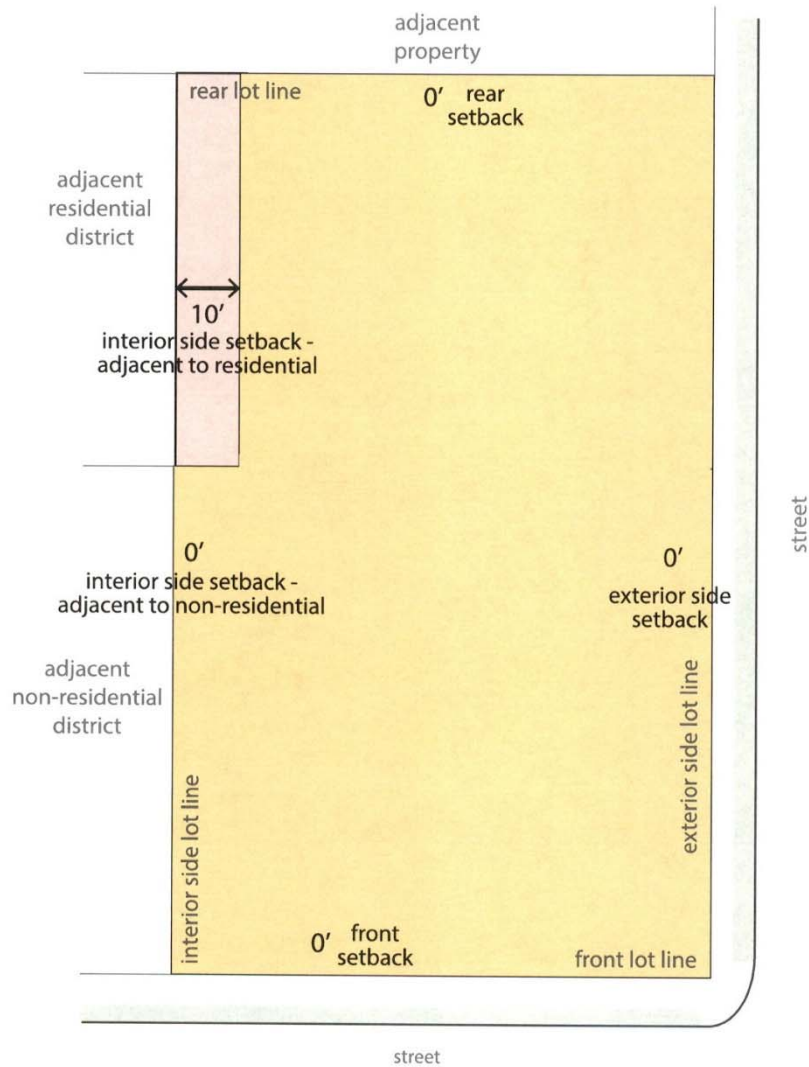
Updated 02-11-2020

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

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C-3, Mixed- Use Commercial

Setback Illustration



Updated May 2020

175 Montrose West Ave, Suite 400
Akron, OH 44321
330.665.0660
www.cesoinc.com



October 6, 2020

Jon Stanley
City of Bentonville
Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Parcel #01-15205-000 rezone to C-3

Dear Mr. Stanley:

Please accept this narrative letter for the referenced request to rezone parcel #01-15205-000 to C-3. See below for additional information on this request:

Current Zoning Designation: A-1 Agricultural District

Proposed Zoning Designation: C-3 Central Commercial

Explanation: Parcel #01-15205-000 is being proposed to be rezoned from A-1 Agricultural to C-3 Central Commercial in order to develop a real estate project in compliance with C-3 development standards. The current owner is Alice L. Walton Foundation, a Delaware nonprofit corporation.

Reason to Rezone: The rezone would allow the development to establish an area that would provide an opportunity for people to meet and utilize additional services within the vicinity of their residences.

Statement of how the property will relate to surrounding properties: Being within the immediate proximity of the Amazeum and Crystal Bridges Museums, the development would be designed to complement the surrounding uses. The development would also add pedestrian walkability via new trails and encourage greater social interaction of residents.

Use: Parking deck

Traffic: The development should not substantially increase the current traffic patterns on Museum Way and could potentially encourage more pedestrian activity.

Signage: None proposed

Appearance: Modern design standards will be used to enhance and compliment the surrounding area.

Water / Sewer: Water service is available via the 12" water main along the east side of J Street. Sewer service has a potential connection to the manhole located southeast of the Amazeum building.

Thank you for your consideration of this request.

Should you have any further questions, please do not hesitate to call me.

Respectfully,



Jason Steigerwald, P.E.
Civil Team Lead

Enclosures

Initial:  DS

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:

RZ20-0056

We moved to Legacy because of location - lack of congestion & open spaces

We now have a multi-story apartment complex on one side & now a multi-story parking garage on the other

Signature and Physical Address

709 GREENWOOD

way

BUL-RH

Signature and Physical Address

We believe these will cause a change to the quality of life in our neighborhood & cause our property value to decline.

Suggestion - build the parking deck - underground with a park/green area on the surface

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-3, MIXED-USE COMMERCIAL (PROJECT NUMBER: RZ20-0056).

WHEREAS, Alice L Walton Foundation, 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 A-1, Agricultural to C-3, Mixed-Use Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF LOT 4 OF CRYSTAL BRIDGES MUSEUM ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SE CORNER OF SAID LOT 4, THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF NEW "J" STREET N01°38'04"E 449.79 FEET TO THE POINT OF BEGINNING, THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N87°44'31"W 608.80 FEET, THENCE N02°25'34"E 213.62 FEET, THENCE S87°44'31"E 605.85 FEET TO THE WEST RIGHT-OF-WAY LINE OF NEW "J" STREET, THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S01°38'04"W 213.63 FEET TO THE POINT OF BEGINNING, CONTAINING 129,735.81 SQUARE FEET OR 2.98 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OR 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 November 17, 2020 and December 1, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to C-3, Mixed-Use Commercial.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of A-1, Agricultural to C-3, Mixed-Use Commercial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk

REZONING STAFF REPORT



Sooter Trust

NW 3rd Street

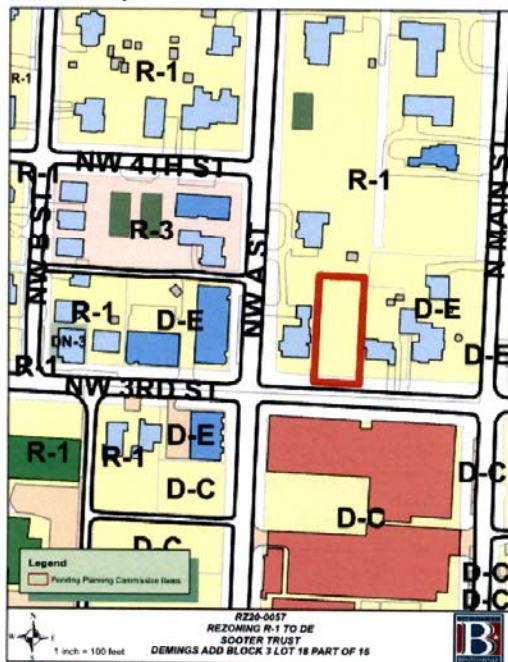
PC Date: 12/1/2020

Reviewer: Tyler Overstreet, Senior Planner, AICP

Project Number	RZ20-0057
Applicant / Current Owner	Chris Sooter Revocable Trust
Site Area	.35 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DE, Downtown Edge
Future Land Use Map Designation	High-Density Residential

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

Location Map



Property Description

Located on NW 3rd Street, between NW A Street and N Main Street. Adjacent zoning districts include R-1, Single-Family Residential to the north, east, and west, and DC, Downtown Core, to the south. Properties further east and west along NW 3rd Street are zoned DE, Downtown Edge.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as High-Density Residential. These areas typically include apartments, condominium buildings, and resident-oriented commercial uses.

The City of Bentonville Community Plan depicts this property within the Downtown Transition Character Area (p. 123). The Downtown Transition area is noted for the potential to develop office services, designated parking areas, and higher-density residential development. The DE, Downtown Edge zoning district's allowable density and uses lends itself to the vision for the Downtown Transition Character Area.

Public Comment

Staff has received public comment on this request, in the form of a support letter.

Analysis

The DE, Downtown Edge zoning district definition cites its potential as a transitional zone between the downtown core and adjacent residential areas. The form and character of structures in the DE district are meant to provide a service-oriented character for surrounding neighborhoods.

According to the applicant's narrative, the intent of the rezoning request is to align the zoning of this property with recent development trends in the area.

Conclusion

The proposed rezoning aligns with the Future Land Use Plan designation of Downtown Commercial and the Downtown Transition Character Area of the Community Plan.

Surrounding zoning districts and developments in the area also lend credence to the request. Staff recommends approval of the proposed rezoning.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DE, Downtown Edge



The Downtown Edge creates an area of transition between the Downtown Core with its retail emphasis and the lower density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed use allows retail, commercial, office and residential uses on all floors. Live/work housing, personal services and small offices are strongly evident in this district. Buildings are spaced closely, but are separated by setbacks.

Primary and Secondary Streets: Developments that face **primary streets** have specific regulations pertaining to the relationship between the building and the street. The designated **primary streets** in the downtown districts are: Central Avenue, SW A Street, SW 8th Street, and S. Main Street. All other streets in the downtown districts shall be considered **secondary streets**.

Minimum Height Required: No minimum

Maximum Height Allowed: 50 feet

Lot and Area Standards:

District	Building type	Lot area		Min. land area /dwelling unit (sq. ft.)	Lot width		Min. lot depth	Lot coverage	
		Min.	Max.		Min. lot width	Max. lot width		Min.	Max.
DE	All	None	None	-	None	None	-	None	80%

Setback Standards:

District	Building type	Front Yard		Side Yard		Rear			
		Min.	Max.	Min.	Max.	Adjacent to Residential		Adjacent to Non-residential	
						Min.	Max.	Min.	Max.
DE	Residential	-	20'	7'	-	12'	-	7'	-
	Nonresidential	-	0'	7'	-	12'	-	7'	-

Encroachment Standards:

District	Min. height clearance	Min. setback adjacent to a primary street	Min. setback adjacent to a secondary street
DE	8'	4'	6'

Applied to encroachments such as canopies, awnings and balconies.

Updated 02-11-20

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DE, Downtown Edge

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Chicken - hobby Community Garden Greenhouse Plant nursery Residential Dwelling - condominium Dwelling - modular Dwelling - multi-family Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two family Recreation, Education & Public Assembly Commercial recreation facility - indoor Commercial recreation facility - outdoor Community Center Cultural studio Library Park - mini Park - neighborhood Services Adult day care ATM machine Cemetery or mausoleum Child care - commercial Child care - residential (4 children) Child care - residential (5 – 10 children) Copy facilities Financial institution Governmental services facility Maintenance service Medical services - doctor office Medical services - laboratory Medical services - urgent care clinic Office - small scale (≤ 4,000 gsf) Personal services Postal services Repair services - household Retail Artisan shop Bakery Mobile food vendor Outdoor vending - private property Outdoor vending - public right-of-way Retail - small scale (≤ 4,000 gsf) Sidewalk café in public right-of-way	Agriculture and Animals Animal clinic Urban farm Residential Home occupation - type b Recreation, Education & Assembly Aquarium Arena / auditorium Conference / convention center Educational facility Event center Museum Religious facilities Services Lodging - bed & breakfast Lodging - hotel / motel Office/warehouse Public safety services Retail Bar, lounge or tavern Restaurant Transportation / Utilities Parking facility (as principal use) Utility facility Wireless communication facility (cell tower) Other Temporary uses	Residential Dwelling - accessory Home occupation - type a Transportation / Utilities Solar energy system Wind energy system, small Other Building, accessory - nonresidential

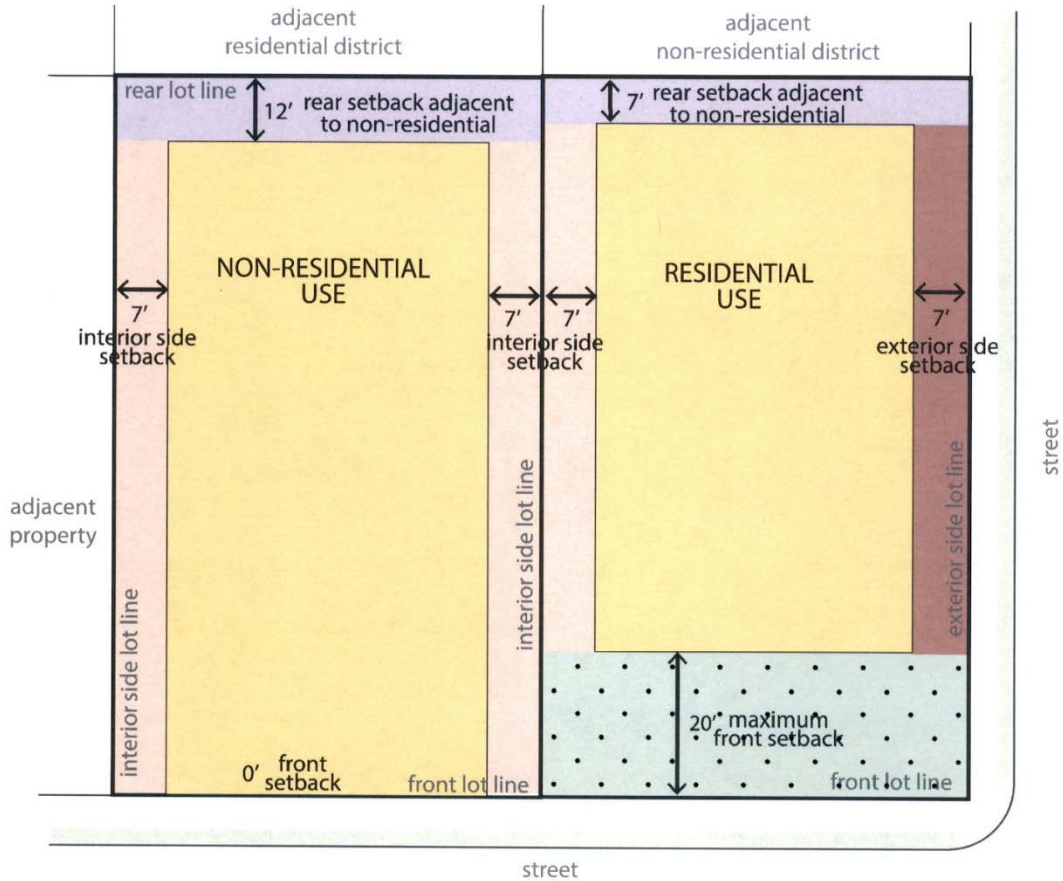
Updated 02-11-20

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DE, Downtown Edge

Setback Illustration



Updated May 2020

Narrative for Rezoning Request at 106 NW 3rd Street

The property at 103 NW 3rd Street is currently zoned R-1. We have owned the vacant lot for several years and do not have any plans to sell or develop it in the near future. Our rezoning request to DE, Downtown Edge, is to align the zoning with the current development trend in the vicinity. The master land use map indicates the property as Downtown Commercial. Based upon the presence of DE to the east, DC to the south, and DN-3 and DE further to the west, we are requesting zoning to DE, Downtown Edge. Any future use will likely either be a single-family home or townhome development, although no plans currently exist for any proposed future use. All city utilities, including water, sewer and electric are available at the site and any rezoning should not have any major impact on traffic in the area.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DE, DOWNTOWN EDGE (PROJECT NUMBER: RZ20-0057).

WHEREAS, Sooter Trust duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DE, Downtown Edge to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 18, BLOCK 3 DEMING'S ADDITION TO BENTONVILLE, BENTON COUNTY, AR
AS SHOWN ON PLAT RECORD BOOK 2006 PAGE 996, RECORDED IN THE BENTON
COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 1, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to DE, Downtown Edge.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to DE, Downtown Edge to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

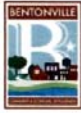
APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk

REZONING STAFF REPORT



Sooter Trust

811 NE A Street

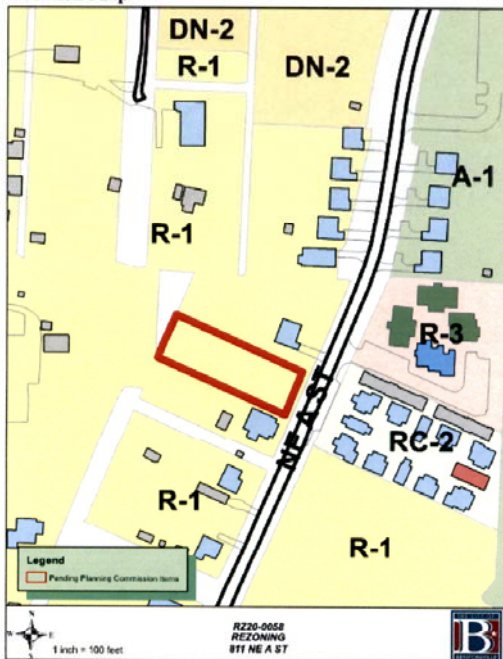
PC Date: 12/1/2020

Reviewer: Tyler Overstreet, Senior Planner, AICP

Project Number	RZ20-0058
Applicant / Current Owner	Chris Sooter Revocable Trust
Site Area	.41 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium-Density Residential

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

Location Map



Property Description

Located on NE A Street, north of NE 7th Street. Adjacent zoning districts include R-1, Single-Family Residential to the north, south, and west, and RC-2, Central Residential-Moderate Density to the east.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Medium-Density Residential. These areas typically include townhomes, duplexes, and denser single-family development.

The City of Bentonville Community Plan depicts this property within a Secondary Residential Area (p. 135) in an area of potential change (p. 137). Secondary residential areas are defined by smaller lot single-family development, with townhomes and two-family developments mixed in. The DN-2, Downtown Medium-Density Residential zoning district aligns well with this neighborhood framework.

Public Comment

Staff has received public comment on this request, in the form of a support letter.

Analysis

RC-2, located directly to the east, and DN-2 are close approximations of one another. They have similar allowable densities and land uses.

According to the applicant's narrative, the intent of the rezoning request is to bring the zoning of the property in line with recent development and rezoning activity in the area.

Conclusion

The proposed rezoning aligns with the Future Land Use Plan designation of Medium-Density Residential and the Downtown Neighborhood Subarea Plan.

Surrounding zoning districts and developments in the area, such as Black Apple to the east, also lend credence to the request. Staff recommends approval of the proposed rezoning.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential



The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

Building Types Allowed:

District	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-2	•	•	•				

Maximum Height Allowed:

District	Single-family	Two-family	Townhouse	Multi-family	Mixed-use
DN-2	36 ft.	36 ft.	36 ft.	--	--

Lot and Area Standards:

District	Building type	Min. Lot Area (sq. ft.)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage	
				Min. Lot Width	Max. Lot Width	Interior lot	Exterior lot
DN-2	Single-family, alley access	4,000	-	40'	-	50%	55%
	Single-family, no alley access	5,000	-	50'	-	50%	55%
	Single-family attached unit	2,000	-	20'	-	-	-
	Single-family attached structure, alley access	4,000	-	40'	-	50%	55%
	Single-family attached structure, no alley access	5,000	-	50'	-	50%	55%
	Two-family, alley access	4,000	-	40'	-	50%	55%
	Two-family, no alley access	5,000	-	50'	-	50%	55%
	Townhouse unit	2,000	-	20'	-	-	-
	Townhouse structure	7,500	2,500	75'	-	60%	65%

Minimum Setback Standards:

District	Building type	Front Yard		Side Yard				Rear Yard
				Exterior Side Yard		Interior Side Yard		
		Min.	Max.	Min.	Max.	Detached Yard	Attached Yard	
DN-2	Single-family and Two-family	12'	25'	12'	25'	7'	0'	25'
	Townhouse block-end and all others not listed	12'	25'	12'	25'	10'	0'	25'

Residential Tree Planting:

For newly constructed single and two-family residential structures: 1 shade tree planted in each yard adjacent to roadway and 1 shade tree planted in each right-of-way adjacent to roadway.

Updated 08-31-20

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential

Garage Setback Standards (generally for DN districts – additional requirements may apply):

Prohibited in front yards. Garages, parking lots or designated parking spaces are prohibited in the front yard and corner side yard.

Attached garages. Garages may be attached to the primary structure. However, if the garage is attached, it must be located and oriented in such a way that it does not protrude from the side façade of the primary building in order to be visible from the public street.

Detached garages. Detached garages shall be located to the rear of the primary structure.

Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

Detached garages. Detached garages must be separated from the primary structure by a minimum of 10'.

Garages with alley access. Garages with alley access must be setback 8' from the alley.

Accessory Structures & Uses: (i.e. garages, storage sheds, separate dwelling units)

	Detached Non-residential	Detached Accessory Dwelling	Attached Accessory Dwelling
% of floor area of primary structure	40%	50%	50%
Maximum footprint	720 sq. ft.	720 sq. ft.	-
Front setback	As required by the district	As required by the district	As required by the district
Side setback	7'	7'	As required by the district
Rear setback	7'	7'	As required by the district

On corner lots: Structure shall not project beyond the building line of the primary structure of existing primary structure on the adjacent lot

Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - modular Dwelling - single family Dwelling - townhouse or rowhouse – end block Dwelling - two-family	Agriculture and Animals Urban farm Residential Home occupation - type b Recreation, Education & Assembly Educational facility Museum Religious facilities	Agriculture and Animals Community garden Residential Dwelling – accessory Home occupation - type a
Recreation, Education & Assembly Park - mini Park - neighborhood	Services Adult day care Cemetery or mausoleum Child care - residential (5-10 children) Lodging - bed & breakfast Public safety services	Transportation Utilities Solar energy system Wind energy system, small
Services Child care - residential (4 children)	Transportation / Utilities Utility facility Wireless communication facility (cell towers) Other Temporary uses	Other Building, accessory - nonresidential

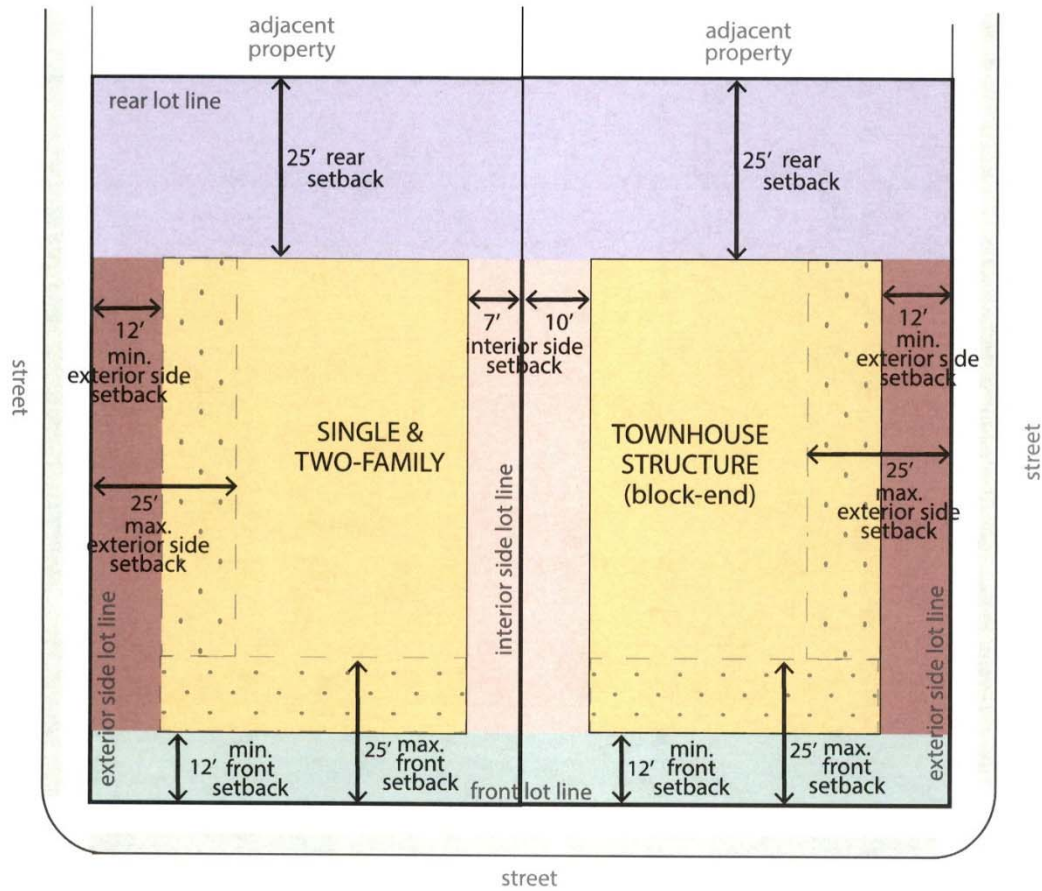
Updated 08-31-20

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

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DN-2, Downtown Medium Density Residential

Setback Illustration



Updated May 2020

Narrative for Rezoning Request at 811 NE A Street

The property at 811 NE A Street is currently zoned R-1. We have owned the vacant lot for several years and do not have any plans to sell or develop it in the near future. Our rezoning request to DN-2, Downtown Medium Density Residential, is to align the zoning with the current development trend in the vicinity. The master land use map indicates the property as Downtown Medium Density Residential. On NE A, DN-2 seems to be in line with the Future Land Use Plan and is in line with the Black Apple development across the street. Any future use will likely be a single-family home although no plans currently exist for any proposed future use. All city utilities, including water, sewer and electric are available at the site and any rezoning should not have any major impact on traffic in the area.

NOTICE OF INTENT TO REZONE

Wendy J. Sooter Revocable Trust

has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Single-family Residential

to

DN-2, Downtown Medium-density Residential

The legal description of the property is as follows:

Lot 6 and the North One-Half of Lot 9 in Block 23, Deming's Second Addition to the City of Bentonville, Benton County, Arkansas.

The common description of the property is: B11 NE A Street, Bentonville AR

Proposed land use: future single family home

The public hearing will be held December 1 2020 at 4:00 p.m. It will be held at 305 S.W. "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 and deliver it to the City of Bentonville Planning Department, 305 S.W. 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.

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:

Signature and Physical Address

Signature and Physical Address

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0058).

WHEREAS, Sooter Trust duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 6 AND THE NORTH ONE-HALF OF LOT 9 IN BLOCK 23, DEMING'S SECOND ADDITION TO THE 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 December 1, 2020 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Engineering
Submitted by	Dan Weese
Phone	(479) 254-2024

Item Type: (Check All That Apply)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Budget Adjustment to move accepted Trailblazers grant from fund year 2017 to 2020 in the amount of \$19,900.00. Funds will be used to upgrade stormwater pumps in the pedestrian tunnel relating to the project, "Pedestrian Tunnel at SE 8th and SE J Street". Also, release the remaining \$31,994 from the grant.					

Estimated Cost	\$	19,900.00
Is this Item Budgeted?	☐ Yes ☒ No	
If no, please explain how item will be funded (briefly explain in space below):		
Grant was previously approved in 2016 & 2017 with an agreement between the City of Bentonville and Trailblazers, LLC. For the construction of the pedestrian tunnel as aforementioned.		



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Budget Adjustment Request

Date of City Council Meeting	12/8/2020
Department	Transportation
Submitted by	Dan Weese
Phone	479-254-2024

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> The Purpose of the budget adjustment is to use unspent 8th Street trail grant funds previously received from The Trailblazers and Walton Family Foundation to fund the Pedestrian Tunnels at 8th and J Street project.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	47381	Improvements-8th Street Wal-Mart		\$ 19,900.00
203810.00	42830.00	Misc Expense		\$ 31,994.00
		Totals	\$ -	\$ 51,894.00
		Net Impact on Fund Balance	\$	(51,894.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
 PLEASE RECYCLE



Memorandum

To: City Council, Mayor Orman
From: Dan Weese, City Engineer
Date: 11/18/2020
Re: Budget Adjustment for Pump Upgrade in the 8th and J tunnel

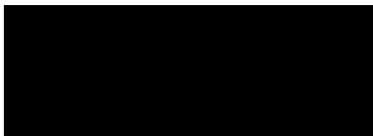


Staff recommends that the City Council approve a budget adjustment to move accepted Trailblazers grant from fund year 2017 to 2020 in the amount of \$19,900.00. Funds will be used to upgrade stormwater pumps in the pedestrian tunnel relating to the project, "Pedestrian Tunnel at SE 8th and SE J Street". The original pump would not remove water from tunnel at a rate that would keep it from flooding. This flooding would require staff to use a portable pump to remove the water.

Also, we are returning the remaining \$31,994 to the Tailblazers.

I have reviewed these documents and recommend approval.

Thanks you for your consideration of this request and please contact me if you have any questions or concerns at dweese@bentonvillear.com or 479-254-2024.





Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Engineering
Submitted by	Dan Weese
Phone	(479) 254-2024

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
A resolution expressing the willingness of the city to apply for up to a total of \$5,800,000 from the FY 2020 Building Resilient Infrastructure and Communities (BRIC) Grant program administered by the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) for hazard mitigation projects. The grants are applied for through the Arkansas Division of Emergency Management. The grants, if awarded, would be utilized to construct improvements to the Opal Road Crossing at Little Osage Creek Tributary 2 (\$4,000,000 est) and to construct Regional Detention near Greenhouse Road (\$1,800,000 est). If one or both grants are awarded, the grant will pay 75% of the total project cost up to the grant amount. The City of Bentonville must match 25%, estimated to be a maximum of \$1,450,000. There is no cost to the city to apply for					
Estimated Cost	\$0 To Apply for the Grants (\$1,450,000 Maximum if Both Grant Applications are Approved)				
Is this Item Budgeted?	☐ Yes ☒ No				
If no, please explain how item will be funded (briefly explain in space below):					



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memorandum



To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Wednesday, November 25, 2020

Re: Application for FFY 2020 Building Resilient Infrastructure and Communities (BRIC) Grants

Staff recommends City Council approval of a resolution expressing the willingness of the City to apply for up to a total of \$5,800,000 from the FY 2020 Building Resilient Infrastructure and Communities (BRIC) Grant program administered by the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) for hazard mitigation projects. The grants are applied for through the Arkansas Division of Emergency Management. The grants, if awarded, would be utilized to design and construct improvements to the Opal Road Crossing at Little Osage Creek Tributary 2 (\$4,000,000 est) and to construct Regional Detention near Greenhouse Road (\$1,800,000 est). If one or both grants are awarded, the grant will pay 75% of the total project cost up to the grant amount. The City of Bentonville must match 25%, estimated to be a maximum of \$1,450,000.

Thank you for your consideration of this request. Please contact me at dweese@bentonvillear.com or 479-271-3168 with any questions or comments.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BENTONVILLE TO UTILIZE THE FFY 2020 BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) GRANT PROGRAM ADMINISTERED BY THE DEPARTMENT OF HOMELAND SECURITY (DHS), FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) TO DESIGN AND CONSTRUCT HAZARD MITIGATION PROJECTS

WHEREAS, the City of Bentonville understands federal FY 2020 Building Resilient Infrastructure and Communities (BRIC) grant funds are available at 75% federal participation and 25% local match to design and construct hazard mitigation projects; and

WHEREAS, the City of Bentonville is applying for the grants through the Arkansas Division of Emergency Management.; and

WHEREAS, the City of Bentonville is applying for funding to improve the Opal Rd crossing at Little Osage Creek Tributary 2 and to construct Regional Detention near Greenhouse Rd; and

WHEREAS, the City of Bentonville understands that federal are available for these projects on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, the City of Bentonville understands that there will be no reimbursement for any work accomplished prior to the issuance by FEMA of an official Notice of Award and Notice to Proceed; and

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

WHEREAS, the current applications requests \$5,800,000 to be put toward design and construction of the projects; and,

WHEREAS, the local match required for this amount would total 25% of the associated project cost which is \$1,450,000; and,

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

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

Section 2. The City of Bentonville Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to execute the above stated projects.

Section 3. The City of Bentonville pledges its full support and hereby authorizes the City of Bentonville to cooperate with the Arkansas Division of Emergency Management to execute these projects.

Section 4. The required matching funds in the amount of \$1,450,000 for the design and construction of the aforementioned projects are committed pending approval of the grant applications.

THIS RESOLUTION adopted this _____ day of _____, 2020.

Stephanie Orman, Mayor

ATTEST: _____
Kirby Romines, City Clerk

(SEAL)



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Engineering
Submitted by	Dan Weese, City Engineer
Phone	(479) 271-3168

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☒ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and City Clerk to enter into an amendment to the original 2013 agreement with Universal Field Services, Inc. for professional services for additional easement acquisition for the 8th Street Improvements Project.					

Estimated Cost	\$71,920
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	
The funding will come from the 8th St - Walmart Account 203810-47381.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memorandum



To: Mayor and City Council
From: Dan Weese, City Engineer
Date: Thursday, December 03, 2020
Re: Amendment #1 to Agreement with Universal Field Services, Inc. for the 8th Street Improvements Project

Staff recommends City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an amendment to the original 2013 agreement with Universal Field Services, Inc. for professional services for additional easement acquisition for the 8th Street Improvements Project as specified in the attached amendment. This amendment is the result of additional scope necessitated by the re-design currently in progress by Burns & McDonnell. These easements are to provide utility/drainage easements in 7 locations not previously identified along the 8th Street corridor between SW I Street and SE Moberly Lane.

The additional cost to the original agreement, as amended, is \$71,920. These funds will come from the 8th St - Walmart Account 203810-47381.

Original 2013 Agreement	\$ 895,100
Previous Amendments	\$ 0
This Amendment	\$ 71,920
Adjusted Total	\$ 967,020

Please find the attached Amendment #1 for your reference.

Thank you for your consideration of this request. Please contact me at dweese@bentonvillear.com or 479-271-3168 with any questions or comments.

Supplemental Agreement No. 1 City
JP 090218; FEDERAL AID PROJECT (FAP) NO FAP HHP2-3314(1)
I-540/Hwy 62/ 102 Interchange/8th Street Improvement (Bentonville) P E
"EXHIBIT A"

WHEREAS, the City of Bentonville, Arkansas and Universal Field Services, Inc., a corporation existing under the laws of the State of Oklahoma, entered into an Agreement for Professional Services on May 14, 2013; and,

WHEREAS, the City of Bentonville, Arkansas requested services beyond the original completion and beyond the original Scope of Work defined in the Agreement.

NOW THEREFORE, the following modifications will be made to the Agreement:

MODIFICATIONS:

- 1) Section 1.3: The Ceiling Price for the Supplemental Agreement is increased from \$895,100.00 to \$967,020.00.
- 2) Section 16.1: The completion date will be revised from the original contracted date of December 27, 2013 and extended to June 30, 2021. This schedule is contingent upon the commencement of this portion of the project beginning on or before January 1, 2021.
- 3) See Attachment A - Justification of Cost and Fees.

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

UNIVERSAL FIELD SERVICES, INC.

CITY OF BENTONVILLE, ARKANSAS

BY: _____
Douglas R. Benson
Executive Vice President

BY: _____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

AGREEMENT
FOR
PROFESSIONAL SERVICES
(AHTD VERSION – SPECIFIC RATE OF COMPENSATION)

JOB NO. 090218
FEDERAL AID PROJECT ("FAP") NO. FAP HHP2-3314(1)
I-540/Hwy. 62/102 Intchng. & 8th Street Impvts. (Bentonville) P.E.

PREAMBLE

THIS AGREEMENT, entered into this 14th day of MAY, 2013, by and between the City of Bentonville, Arkansas ("Owner"), and Universal Field Services, Inc. ("Consultant"), a corporation existing under the laws of the State of Oklahoma, with principal offices at 6737 South 85th East Avenue, Tulsa, Oklahoma 74133.

WITNESSETH:

WHEREAS, the Owner is planning to reconstruct 8th Street between SW I Street and Moberly Lane to a four and five lane urban roadway, extend 8th Street on new location from Moberly Lane eastward to Highway 71, and provide a new interchange at the intersection of 8th Street and Highway 71; and,

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

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

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

1. PRELIMINARY MATTERS

- 1.1. "Transportation Engineer" means the Transportation Engineer – City of Bentonville, Arkansas.
- 1.2. "Consultant's Representative" shall be Douglas R. Benson, until written notice is provided to the Owner designating a new representative.
- 1.3. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is \$895,100.00. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor

shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any invoice, fee, or cost exceeding the Contract Ceiling Price.

- 1.4. "Fee." As used herein, the term means the specific rates of compensation set forth in the schedule in Subsection 3.1.1. The Fee includes compensation for all cost and profit. There shall be no reimbursement of costs incurred by the Consultant in the performance of this Agreement.
- 1.5. "Default" means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*
- 1.6. "DOT" means the United States Department of Transportation.
- 1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.
- 1.8. "FHWA" means the Federal Highway Administration.
- 1.9. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project.
- 1.10. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is ~~\$895,100.00~~. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.11. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project.
- 1.12. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is not applicable. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.
- 1.13. "Owner" means, collectively, the City of Bentonville, Arkansas.

- 1.14. "AHTD" means, collectively, Arkansas State Highway and Transportation Department.

2. TYPE OF AGREEMENT

- 2.1. This Agreement is a specific rate of compensation contract. The Consultant is being hired to perform professional services in connection with the Project as set forth herein. In consideration for the professional services rendered by the Consultant, the Owner shall pay to the Consultant the Fee, to be determined according to the labor and activity rates as set forth in Section 3, Fees and Payment. The Fee includes compensation for any cost to be incurred by the Consultant, and the Consultant shall not be reimbursed for costs incurred. The Consultant shall bear the costs, and resulting risks, of performing this Agreement.
- 2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments to the Consultant are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any other information submitted to the Owner with any claim for full or partial payment.

3. FEES AND PAYMENT

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

3.1.1. SCHEDULE OF RATES **See Appendix A, Attachment A-1**

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

- 3.2. *Invoices and Partial Payments.* Partial payments of the Fee shall be made as indicated in the Milestone Payment Schedule (Appendix A, Attachment A-2) and as follows, unless modified by the written agreement of both parties:

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

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

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

3.3. *Final payment.*

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

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

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

4. **RECORDS & AUDITS**

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

- 4.2. *Examination.* The Consultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to document all work performed, all costs and fees claimed or anticipated to be incurred and earned during the performance of this Agreement, any request for modification or amendment of this Agreement, and any claim or dispute. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination that a specific rate of compensation type of agreement is justified, including any CPA audit. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 4.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of the Fee, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
- 4.3.1 Any proposal for the Agreement, subcontract, or modification;
 - 4.3.2 Discussions conducted on the proposal(s), including those related to negotiating;
 - 4.3.3 Fees or costs under the Agreement, subcontract, or modification;
 - 4.3.4 Performance of the Agreement, subcontract or modification; or,
 - 4.3.5 The amount and basis of any claim or dispute.
- 4.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 4.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports; the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 4.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—

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

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

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

5. DESCRIPTION OF THE PROJECT

The proposed project will reconstruct 8th Street between SW I Street and Moberly Lane to a four and five lane urban roadway, extend 8th Street on new location from Moberly Lane eastward to Highway 71, and provide a new interchange at the intersection of 8th Street and Highway 71

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

Consultant will provide right of way acquisition and relocation services accordance with the proposal submitted and dated October 2, 2012 and as included in this contract. Such services will be provided by the personnel specified in the proposal. Any changes in scope, schedule, consultant personnel or subcontractors must be approved by the Owner in writing prior to the change being made.

See Appendix A, Attachment A-4

7. INFORMATION TO BE PROVIDED BY THE OWNER

See Appendix A, Attachment A-3

8. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

Not applicable

9. COORDINATION WITH OWNER

9.1. Throughout the Project, the Consultant shall hold meetings as needed at the sole discretion of the Owner in Bentonville, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, AHTD, and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work

to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

10. OFFICE LOCATION FOR REVIEW OF WORK

- 10.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, AHTD, and the FHWA at the Consultant's Arkansas office located in Bentonville.

11. ACCESS TO PROPERTY

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

12. DELIVERABLES

See Appendix A, Attachment A-5

13. SUBCONTRACTING

- 13.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 13.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

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

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

13.4.1 make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;

13.4.2 notify any sureties; and/or,

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

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

14. RESPONSIBILITY OF THE CONSULTANT

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

14.2. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of documents, drawings, specifications, cost estimates, and other services provided.

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

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

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

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

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

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

15. WARRANTY OF SERVICES

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

15.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.

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

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

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

16. TERM, COMMENCEMENT, AND COMPLETION

16.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein. The Consultant will complete the acquisition of all tracts needed for this project and prepare the required right of way certification by December

27. 2013. Actions required to complete relocation services and eminent domain proceedings may be extended until December 27, 2014, unless extended or terminated by the Owner in accordance with this Agreement.

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

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

See Appendix D

17. TERMINATION

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

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

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

17.3.1. Immediately discontinue all services affected (unless the notice directs otherwise).

17.3.2. Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.

17.3.3. Terminate all subcontracts to the extent they relate to the work terminated.

17.3.4. In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.

17.3.5. With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.

17.3.6. Complete performance of the work not terminated.

- 17.3.7 Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Owner has or may acquire an interest.
- 17.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Fee, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated Fee or profit on unperformed services.*
- 17.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner.
- 17.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 28, Claims and Disputes (48 CFR 31.205-42(e)(2)).
- 17.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

18. STOP WORK ORDERS

- 18.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—
- 18.1.1. Cancel the stop work order; or,
- 18.1.2. Terminate the work pursuant to Section 17, Termination.
- 18.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Fee, or both, and the Agreement shall be modified, in writing, accordingly, if -
- 18.2.1. The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,

18.2.2. The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,

18.2.3. The Consultant provides Notice of Potential Claim pursuant to Section 28, Disputes and Claims.

19. CHANGES

19.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) documents, drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

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

19.3. All claims and disputes shall be governed by Section 28, Disputes and Claims. As provided in Section 28, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

19.4. Failure to agree to any adjustment shall be a dispute under Section 27, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

20. OWNERSHIP OF DOCUMENTS & DATA

20.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

21. PATENT AND COPYRIGHT INFRINGEMENT

- 21.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.
- 21.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.
- 21.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.
- 21.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.
- 21.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

22. BANKRUPTCY

- 22.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the

bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AHTD job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

23. FUNDING LIMITATIONS

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

24. EMPLOYMENT PROVISIONS

- 24.1. The Consultant shall not be permitted to employ or to make an offer of employment, for regular or part-time work during the term of this Agreement, to any person who is or has been an employee of the City within the twelve (12) months immediately preceding the execution of this Agreement, except regular retired employees or by the written permission of the Owner.

25. SUCCESSORS AND ASSIGNS

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

26. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

- 26.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the AHTD, and their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.
- 26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

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

27. INSURANCE

27.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.

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

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

27.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.

27.5. *Insurance Policies and Certificates.* The Consultant shall provide the

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

27.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.

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

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

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

28. DISPUTES AND CLAIMS

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

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

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

28.3.1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;

28.3.2. The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;

28.3.3. A copy of the "Notice of Potential Claim";

28.3.4. The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;

28.3.5. The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;

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

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

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

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

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

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

28.4. *Decision and Appeal.* If an adverse decision is rendered by the Transportation Engineer, the Consultant may submit the claim or dispute in writing to the Mayor within 60 days of the decision of the Transportation Engineer. The decision of the Mayor shall be final and conclusive unless within 60 calendar days from the date of the receipt of the Mayor's decision, the Consultant files an action in Benton County Circuit Court. By agreement of the parties, the time to file an action in Circuit Court may be extended to allow any claim or dispute to be mediated. Such extension shall be to 30 days after the date of any such mediation. The remedies described herein with regard to

disputes are contractual substitutes limiting the rights and remedies otherwise available to the Consultant under the law, including specifically with regard to the statute of limitations, and the Consultant agrees to such contractual substitutes.

28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 17, or issued a stop work order pursuant to Section 18, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Transportation Engineer's and Mayor's decisions.

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

29. COVENANT AGAINST CONTINGENCY FEES

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

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

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

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

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

30 TITLE VI ASSURANCES (NONDISCRIMINATION)

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

- 30.1 *Compliance with Regulations.* The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 30.2 *Nondiscrimination.* The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- 30.3 *Solicitations for Subcontracts, including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 30.4 *Information and Reports.* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner, the AHTD, or the FHWA to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the AHTD or the FHWA, as appropriate, and shall set forth the efforts made by the Consultant to obtain the records or information.
- 30.5 *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the Federal

Highway Administration may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and cancellation, termination, or suspension of the Agreement, in whole or in part.

- 30.6 *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may request the Owner, the AHTD, or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

31 DBE CLAUSE

- 31.1 The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.
- 31.2 The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

32. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

- 32.1 The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.
- 32.2 The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 32.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins.

announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

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

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

33.1.1 The Consultant and any of its Principals—

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

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

33.1.1.3 Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 33.1.1.2; and,

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

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

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

33.4 The certification in Subsection 33.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined

that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

34. MISCELLANEOUS

- 34.1 *General Compliance with Laws.* The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.
- 34.2 *Choice of Law.* This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.
- 34.3 *Choice of Forum.* The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.
- 34.4 *No Waiver of Immunity.* The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.
- 34.5 *Conflicts Between Laws, Regulations, and Provisions.* In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.
- 34.6 *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.
- 34.7 *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.
- 34.8 *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

35. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

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

36. NOTICE

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

36.1.1 To the Owner's Representative:

City of Bentonville
Mike Churchwell
Transportation Engineer
305 SW "A" Street
Bentonville, AR 72812

36.1.2 To the Consultant:

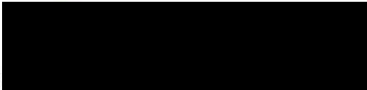
Douglas R. Benson, Vice President
Universal Field Services, Inc.
PO Box 35666
Tulsa, OK 74153-0666

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

UNIVERSAL FIELD SERVICES, INC.

CITY OF BENTONVILLE

BY:



Douglas R. Benson

Vice President
Title

BY:



Bob McCaslin

Mayor
Title

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO AN AMENDED AGREEMENT
WITH UNIVERSAL FIELD SERVICES, INC. FOR
PROFESSIONAL SERVICES FOR THE 8TH STREET
IMPROVEMENT PROJECT.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an amended agreement with Universal Field Services, Inc. for professional services for additional easement acquisition for the 8th Street Improvements Project, as set forth in the proposal 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 _____, 20_____.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Transportation
Submitted by	Dennis Birge
Phone	(479) 271-5964

Item Type: Accepting funding for Grant					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Budget adjustment approval to accept a grant from the Walton Family Foundation in the amount up to \$10,000.00 for reimbursement toward the construction of pedestrian crossing improvements at East Central / "F" Street intersection.					

Estimated Cost	\$10,000.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded <i>(briefly explain in space below)</i> :	
Acceptance of WFF Grant for the improvements.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Budget Adjustment Request

Date of City Council Meeting	12/8/2020
Department	Transportation
Submitted by	Dennis Birge
Phone	(479) 271-5964

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Accepting a Grant from the Walton Family Foundation for pedestrian crossing improvements at East Central and "F" Street.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810.00	33810.00	Local Grant	\$ 10,000.00	
203810.00	47380.00	Street Construction		\$ 10,000.00
Totals			\$ 10,000.00	\$ 10,000.00
Net Impact on Fund Balance			\$	-
*Final Account Number will be determined by Accounting Department after approval and purchase				



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
 PLEASE RECYCLE



Memo



To: Mayor Orman, City Council
From: Dennis Birge, Transportation Director
Date: December 8, 2020
Re: Budget Adjustment for WFF Grant for Pedestrian Crossing Improvements

Staff requests Council approval to recognize a grant from the Walton Family Foundation in the amount up to \$10,000.00 for reimbursement toward the construction of pedestrian crossing improvements at East Central / "F" Street.

This project is a partnership with the WFF and Street Department. The Granted funds will be utilized to purchase the flashing pedestrian crossing signs, lights, and post. The Street Department will install the equipment and stripe the crosswalk. These improvement will increase the safety for pedestrians traveling across East Central Ave. at this location.

Staff feels that this is needed for this area as the new Walmart Home

If you have any questions, please call me at 479-271-3168 or email dbirge@bentonvillear.com

WALTON FAMILY
FOUNDATION

00104432 - Grant Letter

November 17, 2020

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

RE: Grant 00104432

Dear Mayor Orman,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of \$10,000.00 to the City of Bentonville ("Grantee"). The project term will be November 17, 2020 to June 1, 2021. This grant is at the recommendation of Stuart Walton and Tom Walton and is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support pedestrian crossing improvements at the E. Central / 'F' Street Intersection. This grant is more fully described in the Grantee's proposal dated November 16, 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: \$10,000.00 USD**

Grant payments will be made as follows:

Installment	Amount	Date
#1	\$10,000.00	Upon completion of a signed grant agreement

3. **Payable:** This grant payment of \$10,000.00 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 of these items.
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 financial and narrative 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 the Grantee's compliance with the terms of the grant).

Page 1 of 3

	Type	Scheduled Date
1	Final Report	June 1, 2021

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in paragraph 11 or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00104432 on all communication.

Grantee payments are always contingent upon the Foundation's approval of the 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 the Grantee's tax status under the Code.
- (b) In no event will the 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 the Grantee, and may direct the 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 the Grantee's key personnel that in the sole opinion of the Foundation adversely affects the Grantee's management of the grant.

8. **Grant Publicity:** Grant publicity related to this grant consistent with the Grantee's normal practice is permitted, subject to the following provisions: The Foundation expects any announcements and other publicity to focus on the 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 the Grantee is permitted. If publicized or recognized, please coordinate communications about this grant with your point of contact at the Foundation prior to any announcements.

The Foundation may ask the 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, the 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, the Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to the Grantee and the grant hereunder.

9. **Gratuities:** The Foundation desires that all the Grantee's resources be dedicated to accomplishing its philanthropic purposes; therefore, the 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, your point of contact at the Foundation will be Liz Alsina, Senior Program Officer, and can be contacted via phone (479917) 885-7045 or email lalsina@wppg.org. Please reference Grant 00104432 in your communication.

By electronically signing this item 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 letter is not completed by December 15, 2020 the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

Caryl M. Stern
Executive Director

ACKNOWLEDGED AND AGREED

By: _____
Mayor Stephanie Orman
City of Bentonville

cc: Dennis Birge



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-5927

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and City Clerk to enter in to a contract with Benton County to serve two areas of the County with EMS. The two areas are NW and NE of the City, and a location map is attached.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Jake Harper, Finance Director
Date: December 8, 2020
Re: EMS Service in Benton County

Resolution asking the Council to allow the Mayor and City Clerk to enter in to a contract with Benton County for the Bentonville Fire Department to provide EMS service to two areas of the County just outside the City limits of Bentonville to the north.

The two areas are shown on the map attached to this agenda item. The Bentonville Fire Department will no longer serve as EMS primary first response to Centerton, Highfill, Cave Springs, and rural Benton County that surrounds these City's after the first of the year.

AGREEMENT FOR EMERGENCY MEDICAL SERVICES

This Agreement for Emergency Medical Services is entered into on this ____ day of November, 2020 by and between Benton County, Arkansas, hereinafter referred to as "Benton County" and the City of Bentonville, Arkansas, hereinafter referred to as "Bentonville".

WHEREAS, A.C.A § 25-20-104 authorizes Cities and Counties to enter into contracts to cooperate or join with each other to provide services; such to specify the responsibilities of all parties; and,

WHEREAS, both parties acknowledge that the continued provision of emergency medical services is crucial for the continued health and safety of the residents of Benton County; and,

WHEREAS, there is a need to financially support emergency medical services in Benton County; and,

WHEREAS, Benton County is willing to financially support Bentonville in providing emergency medical services; and,

WHEREAS, Bentonville is capable of providing emergency medical services to the unincorporated areas of Benton County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements continued herein, County and Bentonville agree as follows:

- 1) Service Area. Bentonville will provide primary Advanced Life Support (ALS) level emergency medical services to the unincorporated areas of Benton County. Should no Bentonville ambulance be available to respond, every effort will be made to dispatch a neighboring ambulance service.
- 2) Funding. Benton County will pay to Bentonville the sum of \$400.00 per transport for this emergency service. Bentonville will bill Benton County quarterly for this fee based on the number of transports during the preceding quarter.
- 3) Insurance. Bentonville will secure and maintain insurance sufficient to protect it from claims under the Worker's Compensation Act.
- 4) Non-Discrimination. During the performance of this Agreement, Bentonville agrees it will not discriminate against any employees or applicant because of race, color, religion, sex, or national origin.
- 5) Compliance with Law. Bentonville will comply with all applicable laws, ordinances, and codes of the State and local government related to performance of this agreement, including the Freedom of Information Act.

- 6) Equipment. All Emergency Medical Services Equipment will be maintained in good working condition.
- 7) Term of Agreement. This Agreement will be for a one-year term beginning January 1, 2021 and will automatically renew each following year unless terminated in writing. The provision of this Agreement may be renegotiated annually by the parties.
- 8) Termination. This Agreement may be terminated at any other time by either party upon a sixty (60) day written notice. Notice of termination by Benton County shall be sent to the Mayor of Bentonville, 117 West Central Avenue, Bentonville, AR 72712. Notice of termination by Bentonville shall be sent to the Benton County Judge, 215 East Central Ave, Bentonville, AR 72712.
- 9) Amendment(s). All amendments to this Agreement shall be in writing and signed by authorized representatives of each party.
- 10) Previous Contract: This contract for EMS service replaces the previous contract dated March 2, 2017.

WITNESS the hands and seals of the parties as of the _____ day of November, 2020.

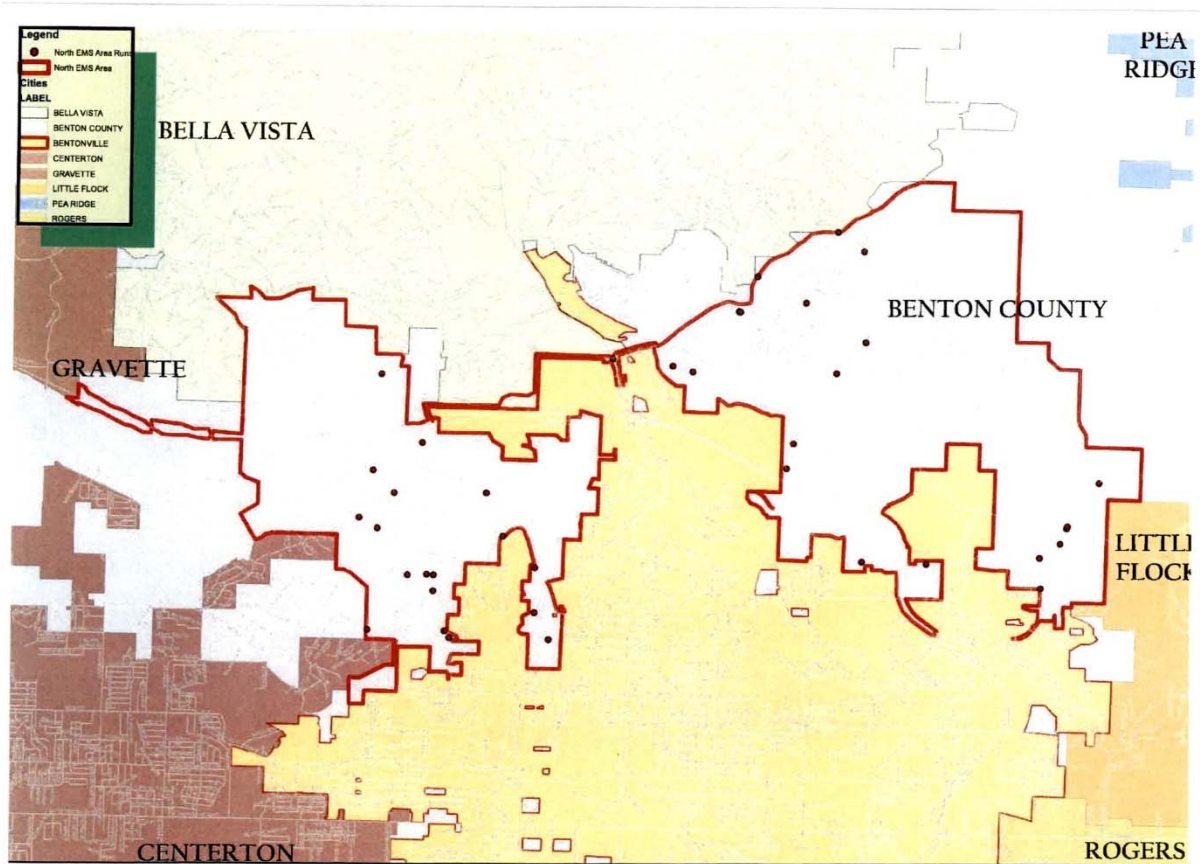
BENTON COUNTY, ARKANSAS

By: _____
HON. Barry Moehring, Benton County Judge

CITY OF BENTONVILLE, ARKANSAS

By: _____
HON. Stephanie Orman, Mayor

Attest: Kirby Romines, City Clerk



North EMS Area Runs

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO AN AGREEMENT FOR
AMBULANCE SERVICE WITH BENTON COUNTY,
ARKANSAS.**

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

Section 1: That the Mayor and Clerk should be and are hereby authorized to enter into an agreement for ambulance service with Benton County, Arkansas, as 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



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-5927

Item Type: <i>(Check All That Apply)</i>					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action <i>(Enter recommendation in space below):</i>					
Ordinance for a Waiver of Bid to enter into a contract with Pyro Shows as the City's pyrotechnic program provider for the July 4th, 2021 fireworks display. The initial contract term will be one year, renewable annually for a maximum term of three years. Proposals were requested through a formal Request for Proposals (RFP) process; PyroShows' proposal was the only submission received. This is a 2021 budgeted expense; the contract needs to be executed in December for the provider to put the City's fireworks show on the schedule.					

Estimated Cost	30,000.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded <i>(briefly explain in space below):</i>	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Jake Harper, Finance Director, Gladys Shoemake, Purchasing Manager
Date: December 8, 2020
Re: Fireworks Contract

Fire Department Staff is asking Council to approve a resolution for the Mayor and City Clerk to enter into a contract with Pyro Shows for the Fourth of July Fireworks display.

Due to high demand in shows, the City needs to have the contract in place to secure our show on July 4.

The show will remain \$30,000.00 and our deposit will not be sent until after the first of the year.



Waiver of Bid Request

Date of City Council Meeting	12/8/2020
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-5927

Vendor	Pyro Shows
Total Cost	\$30,000.00
Description of Purchase <i>(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):</i>	
Pyrotechnic program provider to plan, produce and discharge the 4th of July Fireworks Shows for the City. The contract will be for a one year initial term (for the 2021 4th of July Fireworks Show) with an option to renew annually for a maximum term of three years.	

Justification <i>(Enter justification in space below):</i>
Due to the specialized nature of work involved in the planing, production and discharge of a fireworks show, it is not feasible or practicable to competitively bid these services. The Request for Proposals (RFP) process was used to competitively solicit proposals for a pyrotechnic program provider. PyroShows was the only submission received in response to the solicitation (RFP-20-73).



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Response to RFP-20-73
Request for Proposal
for

City of Bentonville, AR

July 4, 2021

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Page 1



Fireworks

Pyro Shows is pleased to submit the following customized firework proposal to **City of Bentonville, Arkansas for their Independence Day Celebration on July 4, 2021.**

At Pyro Shows, our mission is to provide an *EPIC* fireworks event to excite and delight your audience while attracting a larger number of spectators to your venue!

Pyro Shows places great emphasis on product value, quality, and performance. Our dedicated diligence behind the scenes ensures the outstanding results that we love to provide.

Enjoy reviewing this proposal and remember, “customization” is the key. We will be happy to make adjustments to the proposal to achieve your vision of the show.

About Us

FIREWORKS BY
PYRO SHOWS

Pyro Shows recently celebrated 50 golden years! Before our corporate office in Tennessee and our additional offices in Texas and Alabama, we had to start somewhere. That place in time was 1969 when Lansden Hill began a professional fireworks service. Rave reviews of the shows would prove that he appropriately named the company **Pyro Shows**. With each passing year of business, Pyro Shows maintained the momentum and achieved success both nationally and internationally.

2019 marked the 50th year in business that Pyro Shows has successfully performed fireworks. From Sweden, to Spain, and from Abu Dhabi in the UAE, to Taiwan, Pyro Shows has shared talent and expertise with millions of people around the world.

That is a legacy of happiness generated by fireworks!



A brief description of the Pyro Shows team of professionals is much like describing a fireworks show:



"It takes many layers of time and talent to result in a safely executed, spectacular show."

Time after time, we see the shock on faces who realize the behind-the-scenes time and effort that goes into (literally) every show.



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Page 3

Your Event

Event Date: July 4, 2021
Fireworks Duration: 30 Minutes

Fireworks Display Time: TBD
Music: Yes

Included Services

All permitting processing and fees required by the City and/or State.
All Pyrotechnician labor (trained in safety, licensed in pyrotechnics and insured by Pyro Shows).

Insurance Liability Coverages:

General Liability	\$5,000,000.00
Automobile Liability	\$5,000,000.00

Insurance Agency:

Britton-Gallagher and Associates
1375 E. 9th Street, 30th Floor
Cleveland, OH 44114

Workers Compensation:

Full coverage as required by State and Federal law, including United States Longshoreman and Harbormaster coverage.

Compliance:

Pyro Shows adheres to the following regulatory requirements:
BATFE – Bureau Alcohol, Tobacco, Firearms & Explosives
FAA – Federal Aviation Administration
NFPA 1123, 1124
U.S. Coast Guard

Pyro "Lingo"

Main Body



The MAIN BODY of the show will fill the sky with bursts of sparkling colors and shapes. The fireworks will layer at different heights adding several visual perspectives for the audience. We will feature a combination of premium

Patterns



The world of fireworks would never be the same without happy PATTERNS in the sky! Smiley faces and hearts are among the most popular, but we don't stop there. Our pattern inventory includes wagon wheels, diamonds, butterflies, and more!

Grand Finale



The GRAND FINALE....well, it pretty much speaks for itself. It's what wraps up the show with an EPIC ending and it's everyone's favorite part. If you're new to GRAND FINALES, imagine mountains and waves of color filling the sky, earthshaking salutes and majestic brocade gold chrysanthemums.

Low Level Effects

Designed to be seen beginning at ground level and reaching an altitude of up to 150 feet.



Popping Flower is launched from a 100-shot firing position and lasts 30 seconds. It produces comets that erupt into beautiful bouquets of smaller aerial bursts. The initial comets are emitted into a fan shape erupting 150 feet in the air. The final eruptions consist of a crowd-pleasing cracking sound.



Red & Blue Bow Tie fires 100-shots from one firing position and lasts 30 seconds. These are gorgeous patriotic colors that have a traditional burst effect.



Peachblow & Lemon-Yellow Tail is launched from one firing position and consists of 150 shots. It fires in rapid sequential steps in split-second intervals. There is no report or aerial burst, just a "blow of color"



Purple Tail Green Crossette fires 200-shots of purple and green comets that break into purple and green crossette flowers. It is bright and beautiful. This is a more rare combination of colors in fireworks but a stunning effect.



Brocade Crown fires 250-shots, reaches 100 feet in the air and lasts for 45 seconds. This is the most popular low level effect because everyone loves the falling sparkling gold willow. Truly a magical effect.

Your show will feature this quantity of low level effects.

Qty	Description	Total
5	Positions 100-Shot Popping Flower	500
5	Positions 100-Shot Red & Blue Bow Tie	500
8	Positions 150-Shot Peachblow & Lemon Yellow Tail	1200
8	Positions 200-Shot Purple Tail Green Crossette	1600
2	Positions 250-Shot Brocade Crown	500
4	Positions 0.25" x 1000-Shot Whistle Cakes	4,000
	Total Low Level Presentation	8,300



Size	Ornamental Qty	Elaborate Qty	Extravagant Qty	Extraordinary Qty	Sub Total
3" Shell	8	8	4	4	24
4" Shell	7	7	2	2	18
5" Shell	3	3	1	1	8
6" Shell	2	2	1	1	6
Total					56

Ornamental Specially selected aerial shells are composed of cylindrical and ball shells to give you a combination of high quantity and quality in a wide variety of effects.

Elaborate More intricate multiple effect and precision shells are composed of many of the very best imported shells made throughout the world.

Extravagant Another variety of cylindrical and spherical shapes, these are made exclusively in the United States and are the brightest and most vivid colors available. They are powerful and often break with the size, pattern, and density of shells twice their size.

Extraordinary Effect/Multiple Break This class includes the ultimate in the art and science of pyrotechnology. When we refer to "multiple break", that translates as: two or more shells of the same size stacked on top of each other to be fired at the same time.



Size	Ornamental Qty	Elaborate Qty	Extravagant Qty	Extraordinary Qty	Sub Total
3" Shell	86	86	22	22	216
4" Shell	65	65	16	16	162
5" Shell	28	28	8	8	72
6" Shell	24	24	3	3	54
Total					504

Ornamental Specially selected aerial shells are composed of cylindrical and ball shells to give you a combination of high quantity and quality in a wide variety of effects.

Elaborate More intricate multiple effect and precision shells are composed of many of the very best imported shells made throughout the world.

Extravagant Another variety of cylindrical and spherical shapes, these are made exclusively in the United States and are the brightest and most vivid colors available. They are powerful and often break with the size, pattern, and density of shells twice their size.

Extraordinary Effect/Multiple Break This class includes the ultimate in the art and science of pyrotechnology. When we refer to "multiple break", that translates as: two or more shells of the same size stacked on top of each other to be fired at the same time.

Grand Finale

The moment you thought the show couldn't get any better,
then it DOES!

Size	Ornamental Qty	Elaborate Qty	Extravagant Qty	Extraordinary Qty	Sub Total
3" Shell	120	120	30	30	300
4" Shell	12	12	3	3	30
5" Shell	9	9	3	3	24
6" Shell	7	7	2	2	18
Total					372

Shell Summary

The sizes and quantities of fireworks we recommend for your show.

**City of Bentonville, AR
Independence Day
Sunday, July 4, 2021
\$30,000.00**

<u>SHELL SIZE</u>	<u>OPENING</u>	<u>MAIN BODY</u>	<u>FINALE</u>	<u>TOTAL</u>
3"	24	216	300	516
4"	18	162	30	192
5"	8	72	24	96
6"	6	54	18	72
TOTAL AERIAL SHELLS				876

LOW LEVEL PRESENTATION

5	Positions of 100-Shot Popping Flower	500
5	Positions of 100-Shot Red & Blue Bow Tie	500
8	Positions of 150-Shot Peachblow and Lemon-Yellow Tail	1200
8	Positions of 200-Shot Purple Tail Green Crossette	1600
2	Positions of 250-Shot Brocade Crown	500
4	Cake - 1000 Shot Whistle	4000

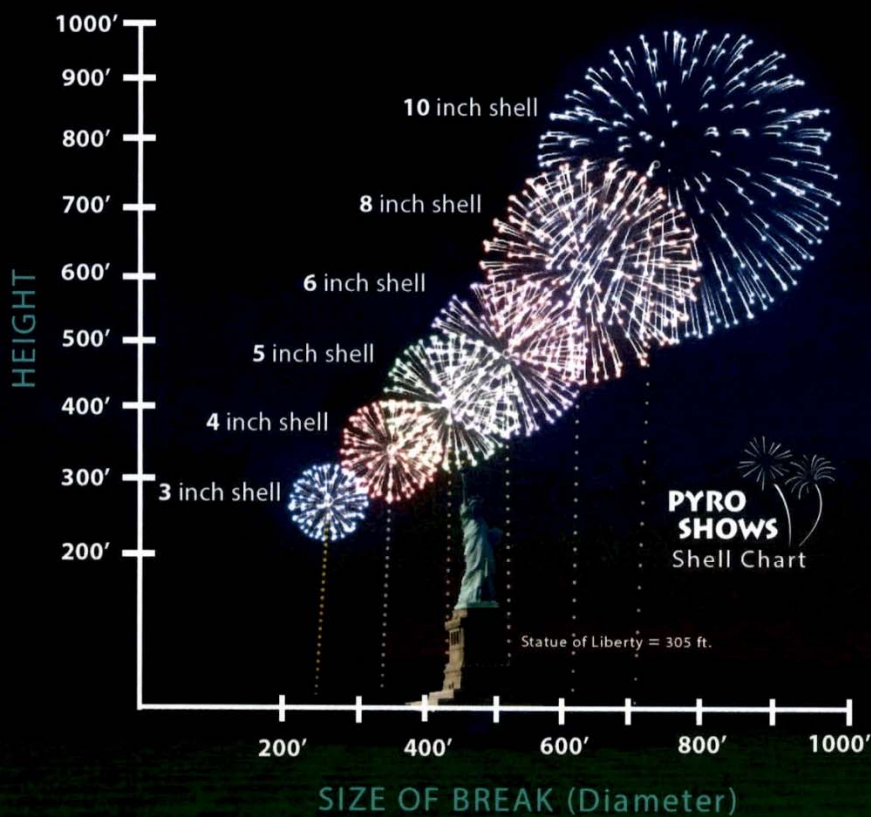
TOTAL LOW LEVEL PRESENTATION 8,300

TOTAL SHELL COUNT & LOW LEVEL PRESENTATION	9,176
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Fireworks 1.3 G Display
Largest Shell: 6"
Safety Radius: 420'

Fireworks 101

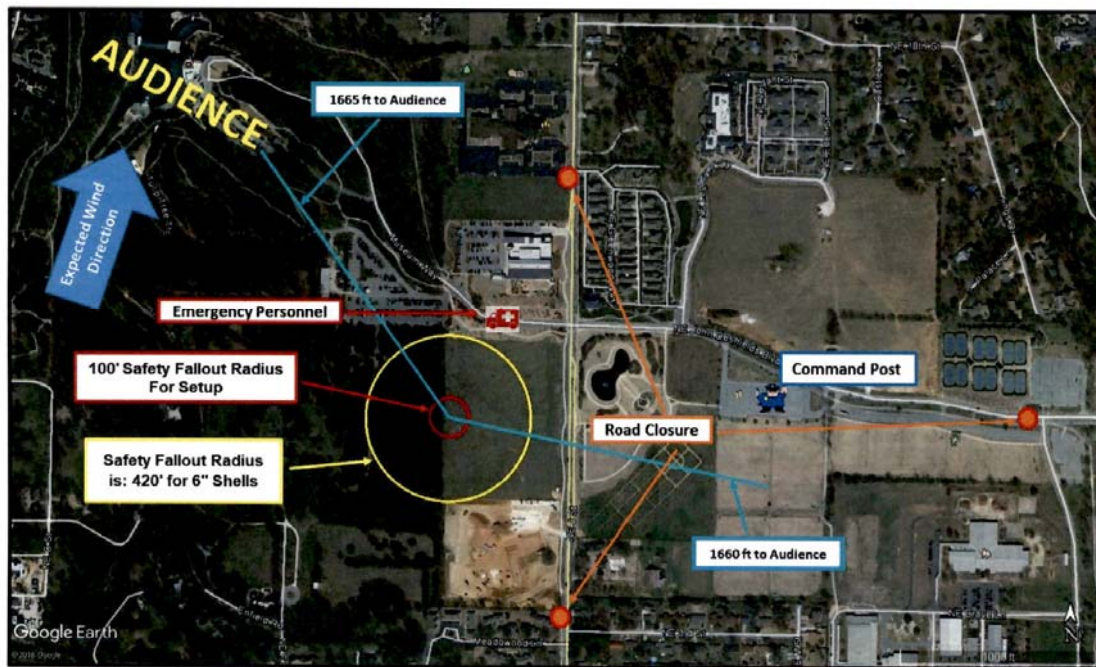
The bigger the boom, the bigger the break.



The higher a firework shell climbs in the sky and the bigger the burst is directly related to the shell diameter size. (That's pyrotech talk.)

Basically, a 10 inch shell goes 700 feet higher than a 3 inch shell which goes 300 feet high.

Size of shell = Climb Time and Size of "Break"



PYROfessionals

We're good at what we do because we do what we LOVE.

At Pyro Shows, we believe that the mark of a good fireworks company is not the absence of an occasional “dud”, but what we **DO FOR YOU** if there is a “dud”.

Satisfaction
Guaranteed



Superior
Customer
Service



Expertise



\$10M General
Liability
Coverage



Experience



Permits & Paperwork –
we will handle it!



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Page 14

Seriously Safe

Safety is first, EPIC is next.

As fun and festive as fireworks are, Pyro Shows is very **serious** about the **safety** of our spectators and our crews. In fact, safety is not just our job, its our **#1 mission**.



We get it. Business is business, but before hiring a fireworks company, do some fact-checking to verify their credentials. The answers to all of their safety and legal criteria must be YES.

(By the way, the ✓'s below signify that our answers are ALL YES.)

- ✓ Pyrotechnicians trained, licensed, and cleared by ATF
- ✓ Company ATF License
- ✓ State Display Exhibitor License
- ✓ USDOT Motor Carrier Policy for Public Liability
- ✓ Hazardous Materials Safety Permit
- ✓ \$10M Certificate of Liability Insurance Coverage
- ✓ \$1M Workers Compensation Insurance Coverage

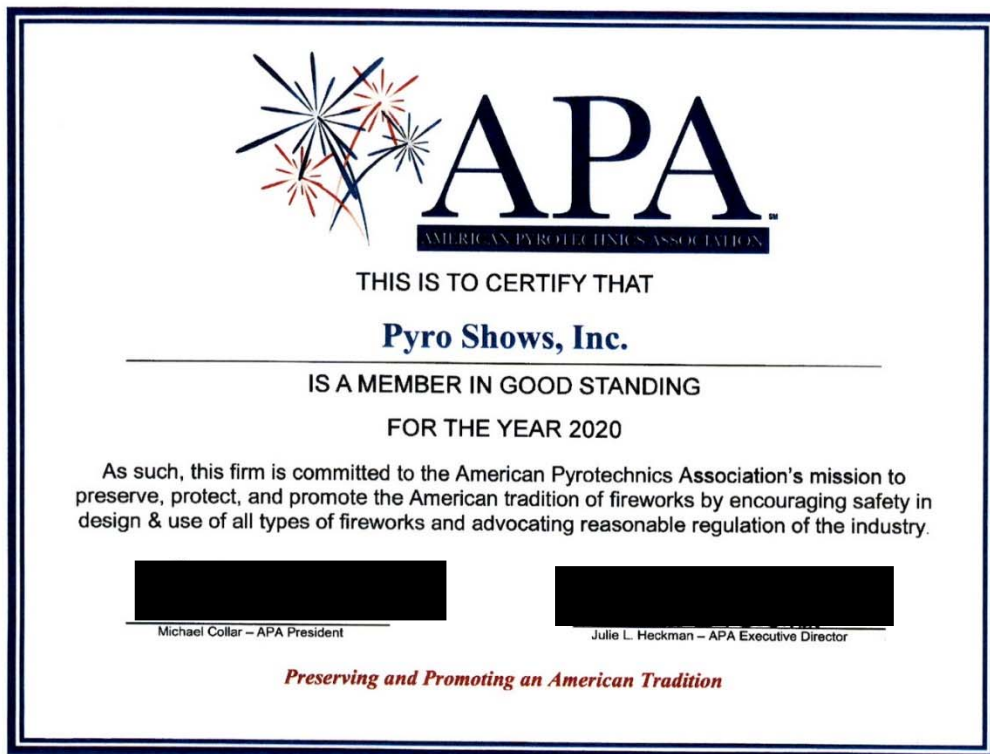
Pyro Credentials

State Licensing



Pyro Credentials

APA Membership



Pyro Credentials

BATFE Federal Explosives License

U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives		Federal Explosives License/Permit (18 U.S.C. Chapter 40)	
In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.		License/Permit Number 1-TN-013-24-1C-12205	
Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	Chief, Federal Explosives Licensing Center (FELC)	Expiration Date March 1, 2021	
Name PYRO SHOWS INC			
Premises Address (Changes? Notify the FELC at least 10 days before (or move).) 115 NORTH 1ST ST LA FOLLETTE, TN 37766-0000			
Type of License or Permit 24-IMPORTER OF EXPLOSIVES			
Purchasing Certification Statement The licensee or permittee named above shall use a copy of this license or permit to assist a transferee of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of this license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."		Mailing Address (Changes? Notify the FELC of any changes.) PYRO SHOWS INC P O BOX 1176 ATTN: JIMMY HUDDLESTON LA FOLLETTE, TN 37766-0000	
Licensee/Permittee Responsible Person Signature		Position/Title	
Printed Name		Date	
Previous Edition is Obsolete		ATF Form 5400.14/5400.15 Part 1 Revised October 2011	
Federal Explosives License (FEL) Customer Service Information			
Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431		Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov ATF Homepage: www.atf.gov	
Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)			
Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.			
(Continued on reverse side)			
Out Here XS			
Federal Explosives License/Permit (FEL) Information Card			
License/Permit Name: PYRO SHOWS INC			
Business Name:			
License/Permit Number: 1-TN-013-24-1C-12205			
License/Permit Type: 24-IMPORTER OF EXPLOSIVES			
Expiration: March 1, 2021			
Please Note: Not Valid for the Sale or Other Disposition of Explosives			



Successful shows performed by Pyro Shows that are comparable in size to proposed show for Bentonville, Arkansas:

Heber Springs, Arkansas Chamber of Commerce
Independence Day

Hot Springs Village, Arkansas
Independence Day

City of Bartlett, Tennessee
Independence Day

Town of Millington, Tennessee
Flag City Freedom Fest

City of Cookeville, Tennessee
Red, White & Boom



We hope you've enjoyed reviewing our ideas for your show!

Thank you for the opportunity to bid on this special event.
We look forward to hearing from you.



800.662.1331

pyroshows.com



Multi-Year Contract Agreement

This Agreement made this **25th** day of **November 2020**, by and between **PYRO SHOWS, Inc.**, an Tennessee Corporation, whose address is 115 North 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as "**PYRO SHOWS**" and **CITY OF BENTONVILLE** with its principle place of business located at 117 West Central Avenue, Bentonville, in the State of Arkansas, hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project / sales order number # 21-AR-07-04-C-30000-000083-MY1-3 dated this **25th** day of **November, 2020**. The show will be given on the **4th day of July, 2021**. Rain date / Postponement date will be on TBD , 20___. This agreement includes the option to extend the contract for additional fireworks displays on July 4, 2022 and July 4, 2023. The subsequent performances are at the option of the City and will be provided under the same terms and conditions of the initial 2021 contract year. Option year prices to be negotiated with no more than a one-time 3% increase during the term of the option agreement.
- II. **MULT-YEAR CONTRACT TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, the 2022 and 2023 option years include an optional price increase as necessary in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show - OR - Customer may opt to void the remaining options of this contract. Should Customer elect to defer, modify, or cancel any Show options, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area to the extent that any such claim is due to the negligence of the Customer to the extent allowed by law. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area. The Parties agree and understand that the City has Statutory Tort Immunity and as such, nothing contained herein or otherwise under this Agreement shall waive any governmental immunity the City may be entitled to by law.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits,

and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of Customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Arkansas, and any suit involving this contract shall be brought in the Courts of Benton County in the State of Arkansas, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one-half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.
- XII. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an attorney-at-law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. **PAYMENT TERMS:** CITY OF BENTONVILLE shall pay PYRO SHOWS \$30,000.00 plus applicable taxes in the amount of \$0 for a grand total of \$30,000.00 according to the terms and conditions set forth for presenting the Show. CITY OF BENTONVILLE may elect renewal option years to include: 2022 and 2023. Customer shall submit a 50% deposit (\$15,000.00) upon return of signed contract by December 30, 2020. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice. CITY OF BENTONVILLE shall pay PYRO SHOWS a 50% show deposit, if applicable, for each option year by the 1st day of October prior to the option year. October 1, 2021 and October 1, 2022 respectively. For each option year, PYRO SHOWS shall provide CITY OF BENTONVILLE with a thirty (30) day written notification of deposit due date.
- XV. **TAXES:** Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

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

PYRO SHOWS, INC.

BY: _____
Michael E. Walden, Vice President

DATE: _____

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title



WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO PURCHASE FIREWORKS FOR THE
CITY OF BENTONVILLE'S 4TH OF JULY CELEBRATION
FROM PYRO SHOWS AND WAIVING THE
REQUIREMENT OF COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to purchase fireworks for the City's 4th of July Celebration from Pyro Shows, in an amount not to exceed \$30,000.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Because of the critical safety requirements involved in production of a fireworks display this contract was advertised as a request for proposals and because Pyro Shows submitted the only proposal in response, it is neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Library
Submitted by	Hadi Dudley
Phone	(479) 271-3194

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Reappointment of Megan Bolinder to a 5-year term on the Library Advisory Board. This is her second term, effective January 1, 2021 through December 31, 2025.					

Estimated Cost	\$0
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



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November 21, 2020

To: City Council Members & City Clerk
From: Stephanie Orman, Mayor
Subject: Reappointment of Megan Bolinder to the Bentonville Public Library Advisory Board

I recommend Megan Bolinder for reappointment to the Bentonville Public Library Advisory Board.

This is Megan's second 5-year term effective January 1, 2021 through December 31, 2025.


Stephanie Orman

Boards and Commissions Application Form

Applicant Information

First Name	Megan
Last Name	Bolinder
Address	331 CRESTVIEW DR
City	Bentonville
State	Arkansas
Zip Code	72712
Home / Cell Phone	
Email Address	
Length of Bentonville Residency	7 years
Employer	Northwest Arkansas Community College
Occupation	Dean - Workforce and Economic Development
Business Phone	

(Section Break)

References

Please provide 2 references

Name	Ben Aldama
Email Address	
Address	
City	Bentonville
State	AR
Zip Code	72712
Phone Number	

Name	Ray Taylor
Email Address	
Address	
City	Bentonville
State	AR
Zip Code	72712
Phone Number	
Fax Number	Field not completed.

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Library Advisory Board
--	------------------------

1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I am a current member of the Library Advisory Board applying for a second term upon the recommendation of Library Director, Hadi Dudley. I have worked at the community college for a decade, and I am a committed community member and have many ideas for continuing important civic initiatives through the work of the library.
2. Why would you like to be considered for appointment to this commission or board?	I believe I am only midway through my contributions to the LAB, and I wish to be considered for another five years of engagement and service to Bentonville and its library in this manner.
3. What do you hope to be able to contribute?	Partnership with NWACC students and their families, a continued emphasis on lifelong learning, and an advocate for the importance of literacy and public spaces in the diversity, equity, and access of our community.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.	Yes
--	-----

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees	Megan Bolinder
--	----------------

Date	10/13/2020
------	------------



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Library
Submitted by	Hadi Dudley
Phone	(479) 271-3194

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Appointment of Michele Stamps Pritchett to a 5-year term on the Library Advisory Board. This is her first term, effective January 1, 2021 through December 31, 2025.					

Estimated Cost	\$0
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



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November 21, 2020

To: City Council Members & City Clerk
From: Stephanie Orman, Mayor
Subject: Appointment of Michele Stamps Pritchett to the Bentonville Public Library Advisory Board

I recommend Michele Stamps Pritchett for appointment to the Bentonville Public Library Advisory Board.

This is Michele's first 5-year term effective January 1, 2021 through December 31, 2025.

This person fills a vacancy left by Melissa Godoy who verbally resigned from her board position on September 30, 2020. Godoy was serving a partial term that was slated for a 5-year appointment on January 1, 2021.

So
Stephanie Orman

Boards and Commissions Application Form

Applicant Information

First Name	Michele
Last Name	Stamps Pritchett
Address	403 SW 2nd Street
City	Bentonville
State	Arkansas
Zip Code	72712
Home / Cell Phone	[REDACTED]
Email Address	[REDACTED]
Length of Bentonville Residency	11+ years
Employer	Self-employed
Occupation	Vacation Rental Host
Business Phone	[REDACTED]

[Section Break]

References

Please provide 2 references

Name	Stephanie Broadus
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	Arkansas
Zip Code	72712
Phone Number	[REDACTED]

Name	Mike Vass
Email Address	[REDACTED]
Address	[REDACTED]
City	Rogers
State	Arkansas
Zip Code	72756
Phone Number	[REDACTED]
Fax Number	Field not completed.

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Library Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	- Library Volunteer during middle and high school - Homeschool mom with a deep interest in education - Volunteer School Administrator for Bentonville Seventh-Day Adventist School (2013-2014) - Bachelor of Arts in Mass Communications from Dillard University in New Orleans, Louisiana - Juris Doctorate from the University of Arkansas School of Law
2. Why would you like to be considered for appointment to this commission or board?	I love the value libraries add to their community. As a regular user of the Bentonville Public Library, I would love the opportunity to share ideas and support efforts to help the library maintain it's excellent service and grow with our growing community.
3. What do you hope to be able to contribute?	I would like to offer my time, ideas and support. The Bentonville Library is an invaluable asset that needs more resources and

space. I would like to help by campaigning for a bigger building,
more staff and greater community involvement.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on
a city commission or
board.

Yes

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on
Appointees

Michele Stamps Pritchett

Date

10/31/2020



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Library
Submitted by	Hadi Dudley
Phone	(479) 271-3194

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Appointment of Matthew Moses to a 5-year term on the Library Advisory Board. This is his first term, effective January 1, 2021 through December 31, 2025.					

Estimated Cost	\$0
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



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November 21, 2020

To: City Council Members & City Clerk
From: Stephanie Orman, Mayor
Subject: Appointment of Matthew Moses to the Bentonville Public Library
Advisory Board

I recommend Matthew Moses for appointment to the Bentonville Public Library
Advisory Board.

This is Matthew's first 5-year term effective January 1, 2021 through December
31, 2025.

This person fills a vacancy left by Aaron Jones who completed two full terms on
the board on December 31, 2020.


Stephanie Orman

Boards and Commissions Application Form

Applicant Information

First Name	Matthew
Last Name	Moses
Address	4004 SW Staverton Dr
City	Bentonville
State	AR
Zip Code	72713
Home / Cell Phone	
Email Address	
Length of Bentonville Residency	3 years
Employer	Walmart
Occupation	Info Sec: Senior Dynamic Defense Engineer
Business Phone	--

(Section Break)

References

Please provide 2 references

Name	Ashley White
Email Address	
Address	
City	Bentonville
State	AR
Zip Code	72713
Phone Number	

Name	Matt Pabst
Email Address	
Address	
City	Bentonville
State	AR
Zip Code	72712
Phone Number	
Fax Number	--

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Library Advisory Board, Parks and Recreation Advisory Board
--	---

1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I have served in various leadership roles at work and at church. I am a committed life long learner. I visit the library frequently for my own benefit as well as for my children. I am also an avid user of Bentonville's extensive trail system and parks. I have three young children using Bentonville's playgrounds so I visit many of Bentonville's parks and playgrounds frequently. I attended graduate school at Carnegie Mellon University and feel I can provide a valuable perspective to either of the organizations to which I'm applying.
2. Why would you like to be considered for appointment to this commission or board?	I want to serve the good people of Bentonville and make a positive impact on the future of our city by serving on either of these boards. I know I can provide insights and ideas that will make these great organizations even better. I have lived in many places in the United States which has enabled me to see a variety of library systems and parks and I hope to be able to bring that perspective to the table.
3. What do you hope to be able to contribute?	I would like to be able to actively participate in discussions regarding current issues and the future vision for these Bentonville organizations. I believe I can bring a well-rounded

and thoughtful perspective. I hope to be able to serve however
I can to make Bentonville a better place for all.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on
a city commission or
board.

Yes

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on
Appointees

Matthew Moses

Date

10/30/2020



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Administration
Submitted by	Mayor Stephanie Orman
Phone	(479) 271-5966

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below): Reappointment of Howard Kerr to a 6-year term on XNA's National Airport Authority Board of Directors. (Term expires on 12/31/2026)					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



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December 3, 2020

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Reappointment of Howard Kerr to the Northwest Arkansas National Airport Authority Board of Directors

I recommend Howard Kerr for reappointment to the Northwest Arkansas National Airport Authority Board of Directors. This is a 6-year term and it will expire on December 31, 2026.

Stephanie Orman

November 24, 2020

Dear Mayor Orman,

It has been an honor to serve on the NWA National Airport Board of Directors.

I would consider it a privilege to serve another term.

Thank you for your consideration of appointing me to continue serving on this board.

Sincerely,

Howard Kerr

Boards and Commissions Application Form

Applicant Information

First Name	Howard
Last Name	Kerr
Address	50 Stonehenge Drive
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[REDACTED]
Email Address	[REDACTED]
Length of Bentonville Residency	21 years
Employer	None
Occupation	Retired Dental Pharmaceutical VP
Business Phone	[REDACTED]

(Section Break)

References

Please provide 2 references

Name	Joe Thompson
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[REDACTED]

Name	Chris Cash
Email Address	Field not completed.
Address	
City	Rogers
State	AR
Zip Code	72758
Phone Number	
Fax Number	Field not completed.

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:

NWA International Airport Authority Board of Directors

- | | |
|--|---|
| 1. What are your qualifications for serving on this commission or board, including education and subject matter expertise? | I have held a pilot license for 35 years and am very familiar with all phases of airport operations. |
| 2. Why would you like to be considered for appointment to this commission or board? | I am presently serving on the XNA Board of Directors and we are currently in planning and design phases for a major expansion and i have been a part of that planning for the past 2+ years and desire to see the expansion come to fruition. |
| 3. What do you hope to be able to contribute? | Since I have been a part of the future plans at the airport I will not have a learning curve and can contribute immediately in the continuation of the expansion plans for the future of the airport. |

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.

Yes

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Howard Dean Kerr
Restrictions on
Appointees

Date 10/21/2020



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Human Resources
Submitted by	Ed Wheeler
Phone	(479) 271-3191

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
An ordinance amending the City personnel policy manual to approve an extension of the provisions of the Families First Coronavirus Response Act (FFCRA) through 30 June, 2021 and to reset the leave provided so that amounts are available to employees through the additional period, by adding the following paragraph: 2.10.5 Extension. The provisions of the FFCRA are extended through 30 June, 2021 and all benefits entitlements and leave banks under the FFCRA are reset effective 1/1/2021. If the federal government further amends the current FFCRA, the City will then adopt those changes.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



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November 18, 2020

To: Bentonville City Council

From: Human Resources

Subject: Memo Concerning Amending Section 2.10 of the City Personnel Policy – Concerning Extending the Provisions of the Federal Families First Coronavirus Response Act (FFCRA).

1. Staff recommends that the City Council approve extending the provisions of the FFCRA through 30 June, 2021 and to reset the leave provided so that amounts are available to employees for the additional period.
2. The FFCRA is due to expire on 31 December, 2020. The FFCRA authorizes certain leave entitlements to employees adversely effected by the current coronavirus pandemic. The FFCRA provides leave for school/day care closure and leave for when you are directly impacted by Covid-19.
 - a. Given the current surge in coronavirus cases and the pending changes in Federal government administration, any delay in amending the current FFCRA could have an adverse effect on City employees.
3. Should the Federal Government choose extend and/or modify the current FFCRA beyond 12/31/2020 and provide leave benefits that are greater than what is currently allowed by the current FFCRA, the City will comply with the newer Federal guidelines and regulations.

ORDINANCE NO. _____

**AN ORDINANCE EXTENDING REVISIONS TO THE CITY
OF BENTONVILLE PERSONNEL POLICY RELATED TO
THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT.**

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

Section 1: That section 2.10.5 of the City of Bentonville Personnel Policy is amended
as follows:

2.10.5 Extension. The provisions of the FFCRA are extended through 30 June, 2021
and all benefits entitlements and leave banks under the FFCRA are reset effective 1/1/2021. If
the federal government further amends the current FFCRA, the City will then adopt those
changes.

PASSED and APPROVED this ____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Human Resources
Submitted by	Ed Wheeler
Phone	(479) 271-3191

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and the City Clerk to enter into an agreement with the Johanson Group to provide a salary and benefits survey. Through the City's standard procurement procedures, a Request for Qualifications (RFQ) was issued in September for a Salary and Benefits Study (RFQ-20-59). The Johanson Group was the only firm to submit a Statement of Qualifications (SOQ), which was scored in accordance with state law criteria for professional services by a Selection Committee. Based on the qualifications demonstrated in their SOQ, the Selection Committee chose to enter into contract negotiations with Johanson Group.					

Estimated Cost	\$38,700
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



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20 November, 2020

To: Bentonville City Council

From: Human Resources

Subject: Memo Concerning the Approval for the City to Contract for a Salary and Benefits Survey

1. Staff recommends that City Council approves a resolution authorizing the Mayor and the City Clerk to enter into an agreement with the Johanson Group to provide a salary and benefits survey. This is a budgeted item for 2020.
2. The City last outsourced a salary and benefits study in 2003. Since then, the City has conducted its own salary survey every 2-3 years, and made adjustments to the City pay plan as needed. Similarly, the City had received benefits comparison data from Blue Cross/Blue Shield annually, and used that data to make adjustments to our benefits programs.
3. This contracted study would be to complete a City of Bentonville, Arkansas positions classification, salary structure and benefit plans review and market study to ensure that the City's pay and benefit plans are competitive with public and private employers located in the City's recruitment area.
4. The proposal we received and accepted came in under our budgeted amount so there is not a budget adjustment required.

PROPOSED STATEMENT OF WORK
For
CITY OF BENTONVILLE, ARKANSAS

Engagement: Salary and Benefits Study

Presented to: Ed Wheeler, Director of Human Resources
City of Bentonville
Bentonville, Arkansas

Date: November 30, 2020

Submitted by: Blair Johanson, Principal Partner
Bruce Johanson, Principal Partner
Johanson Group

johanson group

2928 N. McKee Circle, Suite 123 Fayetteville, AR 72703
Page 1 of 5

PROPOSED SCOPE OF SERVICES

This Statement of Work is subject to the Terms and Conditions of this Consulting Agreement between the parties dated November 30, 2020.

SALARY AND BENEFITS STUDY

Objective

Complete a City of Bentonville, Arkansas positions classification, salary structure and benefit plans review and market study to ensure that the City's pay and benefit plans are competitive with public and private employers located in the City's recruitment area. This study will include a review of approximately 110 position titles.

- (1) Review positions, compensation structure, and current market pay levels to ensure internal equity and external competitiveness.
- (2) Work with the City's Director of Human Resources to review and edit job descriptions and position analysis questionnaires to ensure that each job description fairly represents current status of all jobs.
- (3) Rate each job description within the DBCompensation™ software and consult with the City's Director of Human Resources and department managers to fine-tune final job ratings.
- (4) Complete a market study of salary and benefits with local municipalities and published pay and benefit studies inclusive of public and private entities.
- (5) Evaluate internal and external jobs and market salary and benefits study data and prepare a report with study findings, tables, graphs, worksheets and recommendations to improve effectiveness of the City of Bentonville's ability to attract and retain City personnel.

Deliverables

- (1) Complete position title job descriptions and job rating evaluations for 110 position titles with the DBCompensation™ Compensation Management software.
- (2) Upload employees' base pay associated with position titles to create an internal average pay line and a scatter graph of employee pay points in reference to the internal average pay line. This analysis will be helpful with internal and external pay comparisons.
- (3) Complete a market salary and benefits study with 6 to 8 area municipalities and local market salary and benefit survey sources covering approximately 80 to 90 benchmark titles of the City's 110 job titles.
- (4) Perform an internal and external salary and benefits study analysis to determine if the City's pay averages, salary structures and benefit plans are competitive with market average pay, pay plan averages and benefit plans based on the City's total compensation (pay and benefits) philosophy.

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2928 McKee Circle, Suite 123 Fayetteville, AR 72703
Page 2 of 5

- (5) Complete and present a study report with detailed findings, tables, graphs and recommendations to improve effectiveness of the City's ability to attract and retain qualified City personnel by offering and maintaining competitive pay and benefit plans. This report will provide the recommended position and pay grades for the City of Bentonville.

Development and implementation of a classification/compensation and job evaluation system that requires the following basic elements and characteristics:

- i. meets all legal requirements;
- ii. ensures an objective and totally non-discriminatory program;
- iii. establishes the Fair Labor Standards Act (FLSA) status of all positions related to exempt and non-exempt designations;
- iv. offers an easily managed system to be administered, maintained and defended;
- v. provides the means and processes to accommodate organizational change and growth;
- vi. offers a system that is built upon sound and proven compensation principles in which both internal and external equity are considered within the pay structure as well as equal pay for equal work, equal pay for similar work and equal pay for comparable work;
- vii. the system will provide a means to incorporate new positions and revised positions into the City's compensation plan as well as provide the processes for making appropriate adjustments to maintain the pay plan's competitiveness on a continual basis.

- (6) A presentation will be made to City of Bentonville's leadership team and City Council members.

Milestones after project start:

- Week 1 – 2:
 - Discuss and acquire salary and benefits information and other related documents.
 - Obtain electronic copies of current job descriptions.
- Week 2 – 4:
 - Review and transfer content of 110 job descriptions into the DBCompensation™ Compensation management software.
 - Work with Director of Human Resources and department managers to review job descriptions and ensure that all position descriptions are current and accurately reflect essential duties and minimum requirements.

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Page 3 of 5

- Week 5 – 6:
 - Begin job evaluation/rating process.
 - Review list of municipalities and local market data to be used for external salary and benefits study benchmarking.
 - Obtain information on the City's employee benefit offerings and plans for market benefits study.
 - Acquire identified salary and benefits data from all sources.
 - Review job ratings with City's Leadership Team and make adjustments to complete final job ratings for all City positions.
- Week 7 – 9:
 - Receive and analyze outside market pay and benefits data.
 - Identify and address market pay and benefits study outliers or missing data to complete study comparisons review.
 - Create salary and benefits study analysis tables, graphs, worksheets and other related documents based on internal and external data obtained.
 - Complete market salary and benefits study review to determine City of Bentonville's total compensation competitiveness with market pay averages by job title, market pay plan range averages, position pay and pay grade placement and market benefit plan offerings.
- Week 10 – 12:
 - Develop draft report and review with Mayor Stephanie Orman, Director of Finance and Administrator Jake Harper, CPA, Human Resources Director Ed Wheeler and designated key department heads.
 - Make any necessary revisions and prepare final report.
 - Provide final report to the City's Leadership Team and present study results and recommendations.
 - Present Salary and Benefits Study results and recommendations to the City's Council members.
 - Offer a DBCompensation™ software license so the City will be able to manage internal job valuing for revised positions and new positions.

Investment

The amount to be paid to Johanson Group for performing the Services and providing the Deliverables are:

JOB CLASSIFICATION AND COMPENSATION STUDY – ALL POSITIONS

Total project fee of \$38,700 billed at \$12,900 monthly for three months based on 110 positions. (First month's billing will be invoiced upon approval of project). The total project fee includes all travel related expenses, study final report materials and related expenses. This study project should be completed within 90 calendar days from the approval date of this consulting agreement barring any unforeseen delays.



City of Bentonville, Arkansas

Johanson Group Approval

Approval

Blair R. Johanson

Name

Name

Principal Partner, Co-Owner

Title

Title

November 30, 2020

Date

Date

johanson group

2928 McKee Circle, Suite 123 Fayetteville, AR 72703
Page 5 of 5

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH THE
JOHANSON GROUP FOR A SALARY AND BENEFITS
SURVEY.**

**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 The Johanson Group for a salary and benefits survey, 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



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Bid award for single phase transformers for January through June in 2021 to the lowest bidder as shown on the attached bid tabulation in the amount of \$591,654.00. Items will be ordered on 'as needed' basis.					

Estimated Cost	\$591,654.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



M E M O R A N D U M

DATE: DECEMBER 8, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Single-phase transformers bid #IFB-20-70

The City of Bentonville recommends awarding the bid for single-phase transformers in the total amount \$591,654.00. The low bid for these items follows.

Stuart Irby Company in the amount of \$559,110.00

Techline Company in the amount of \$32,544.00

Bid Tabulation
 Formal Bid # 20-70
 Single Phase Padmount Transformers

Item	Transformer Description	AECI ERMCO		Irby GE Grid Solutions		Techline Howard	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	15KVA	\$ 1,285.00	\$ 2,027.00	\$ 1,181.00	\$ 1,898.00	\$ 1,315.00	\$ 2,009.00
2	25KVA	\$ 1,500.00	\$ 2,522.00	\$ 1,295.00	\$ 2,297.00	\$ 1,472.00	\$ 2,472.00
3	50KVA	\$ 1,830.00	\$ 3,600.00	\$ 1,452.00	\$ 3,280.00	\$ 1,832.00	\$ 3,544.00
4	75KVA	\$ 2,280.00	\$ 4,694.00	\$ 1,843.00	\$ 4,321.00	\$ 2,272.00	\$ 4,602.00
5	100KVA	\$ 2,812.00	\$ 5,732.00	\$ 2,431.00	\$ 5,379.00	\$ 3,042.00	\$ 5,814.00
6	167KVA	\$ 3,965.00	\$ 8,599.00	\$ 3,065.00	\$ 7,589.00	\$ 3,641.00	\$ 8,115.00
7	250KVA	\$ 5,238.00	\$ 11,808.00	\$ -	\$ -	\$ 5,424.00	\$ 11,698.00

Notes:
 If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications.
 Any equipment received that does not meet spec will be returned at cost of supplier.
 Recommended Low Bidder for Items 1-6 to Irby quoting GE Grid Solutions
 Recommended Low Bidder for Items 7 to Techline quoting Howard

11/9/2020

X:\Engineering\Specs - Procurement\Padmount Transformer - Single Phase\Bid Eval\BID 20-70 - 2021 Formal Bid Eval - 1PH Padmount



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Bid award for 3PH phase transformers for January through June in 2021 to the lowest bidder as shown on the attached bid tabulation in the amount of \$1,512,932.00. Items will be ordered on 'as needed' basis.					

Estimated Cost	\$1,512,932.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



M E M O R A N D U M

DATE: DECEMBER 8, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: 3ph transformers bid #IFB-20-71

The City of Bentonville recommends awarding the bid for 3PH phase transformers in the total amount \$1,512,932.00. The low bid for these items follows.

Stuart Irby Company in the amount of \$1,039,648.00
Techline Company in the amount of \$473,284.00

Bid Tabulation
 Formal Bid # 20-71
 Three Phase Transformers

Item	Transformer Description	Irby		Techline		AECI	
		GE Grid Solutions		Howard		ERMCO	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	45 KVA PAD MOUNT 3PH 120/208Y	\$ 5,041.00	\$ 7,193.00	\$ 5,102.00	\$ 7,024.00	\$ 5,380.00	\$ 7,492.00
2	45 KVA PAD MOUNT 3PH 277/480Y	\$ 4,968.00	\$ 7,126.00	\$ 5,150.00	\$ 6,954.00	\$ 5,550.00	\$ 7,546.00
3	75 KVA PAD MOUNT 3PH 120/208Y	\$ 5,414.00	\$ 8,656.00	\$ 5,880.00	\$ 8,784.00	\$ 5,900.00	\$ 8,972.00
4	75 KVA PAD MOUNT 3PH 277/480Y	\$ 5,284.00	\$ 8,514.00	\$ 5,554.00	\$ 8,460.00	\$ 6,000.00	\$ 8,952.00
5	150 KVA PAD MOUNT 3PH 120/208Y	\$ 6,267.00	\$ 11,856.00	\$ 7,352.00	\$ 12,354.00	\$ 7,300.00	\$ 12,642.00
6	150 KVA PAD MOUNT 3PH 277/480Y	\$ 6,162.00	\$ 11,614.00	\$ 7,635.00	\$ 12,697.00	\$ 6,580.00	\$ 12,214.00
7	225 KVA PAD MOUNT 3PH 120/208Y	\$ 7,259.00	\$ 14,563.00	\$ 8,702.00	\$ 15,536.00	\$ 8,540.00	\$ 15,518.00
8	225 KVA PAD MOUNT 3PH 277/480Y	\$ 7,120.00	\$ 14,274.00	\$ 8,840.00	\$ 15,734.00	\$ 8,200.00	\$ 15,022.00
9	300 KVA PAD MOUNT 3PH 120/208Y	\$ 7,898.00	\$ 16,894.00	\$ 10,072.00	\$ 18,826.00	\$ 9,925.00	\$ 18,413.00
10	300 KVA PAD MOUNT 3PH 277/480Y	\$ 7,885.00	\$ 16,371.00	\$ 9,769.00	\$ 18,159.00	\$ 9,105.00	\$ 17,613.00
11	500 KVA PAD MOUNT 3PH 120/208Y	\$ 9,463.00	\$ 23,857.00	\$ 12,468.00	\$ 25,656.00	\$ 11,670.00	\$ 26,286.00
12	500 KVA PAD MOUNT 3PH 277/480Y	\$ 9,379.00	\$ 22,335.00	\$ 13,913.00	\$ 26,079.00	\$ 11,100.00	\$ 24,140.00
13	750 KVA PAD MOUNT 3PH 120/208Y	\$ 16,112.00	\$ 36,326.00	\$ 17,328.00	\$ 35,688.00	\$ 16,200.00	\$ 36,766.00
14	750 KVA PAD MOUNT 3PH 277/480Y	\$ 12,019.00	\$ 30,767.00	\$ 16,107.00	\$ 33,135.00	\$ 14,500.00	\$ 33,886.00
15	1000 KVA PAD MOUNT 3PH 120/208Y	\$ 18,823.00	\$ 44,283.00	\$ 25,942.00	\$ 49,076.00	\$ 20,730.00	\$ 46,500.00
16	1000 KVA PAD MOUNT 3PH 277/480Y	\$ 17,598.00	\$ 43,242.00	\$ 19,984.00	\$ 40,594.00	\$ 19,200.00	\$ 41,472.00
17	1500 KVA PAD MOUNT 3PH 277/480Y	\$ 18,595.00	\$ 52,218.00	\$ 26,881.00	\$ 56,901.00	Not to spec	
18	2000 KVA PAD MOUNT 3PH 277/480Y	\$ 21,988.00	\$ 66,125.00	\$ 34,068.00	\$ 73,682.00	Not to spec	
19	2500 KVA PAD MOUNT 3PH 277/480Y	\$ 30,154.00	\$ 91,124.00	\$ 41,776.00	\$ 88,966.00	Not to spec	

Notes:
 If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications.
 Any equipment received that does not meet spec will be returned at cost of supplier.
 Recommended Low Bidder for Item 1, 2, 4, 13, 16, 19 to Techline quoting Howard
 Recommended Low Bidder for Item 3, 5-12, 14-15, 17-18 to Irby quoting GE Grid Solutions

11/9/2020

X:\Engineering\Specs - Procurement\Padmount Transformer - Three Phase\Bid Eval\20-71 - 2021 Q1-Q2 Formal Bid Eval - 3PH XFMR



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Bid award for pole mount transformers for January through June in 2021 to the lowest bidder as shown on the attached bid tabulation in the amount of \$347,688.00. Items will be ordered on 'as needed' basis.					

Estimated Cost	\$347,688.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



M E M O R A N D U M

DATE: DECEMBER 8, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Pole mount transformers bid #IFB-20-69

The City of Bentonville recommends awarding the bid for pole mount transformers in the total amount \$347,688.00. The low bid for this items follows.

Stuart Irby Company in the amount of \$289,212.00
Techline Company in the amount of 58,476.00

Bid Tabulation
 Formal Bid # 20-69
 Single Phase Pole Mount Transformers

Item	Transformer Description	Irby GE Grid Solutions		Techline Power Partners		Techline Howard		AECI ERMCO	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	10KVA 120/240V	\$ 648.00	\$ 1,126.00	\$ 687.00	\$ 1,235.00	\$ 689.00	\$ 1,203.00	\$ 650.00	\$ 1,220.00
2	15KVA 120/240V	\$ 714.00	\$ 1,366.00	\$ 714.00	\$ 1,470.00	\$ 790.00	\$ 1,482.00	\$ 770.00	\$ 1,470.00
3	15KVA 277/480V	\$ 705.00	\$ 1,343.00	\$ 729.00	\$ 1,491.00	\$ 804.00	\$ 1,526.00	\$ 760.00	\$ 1,474.00
4	25KVA 120/240V	\$ 804.00	\$ 1,766.00	\$ 790.00	\$ 1,908.00	\$ 928.00	\$ 2,023.00	\$ 915.00	\$ 1,997.00
5	25KVA 240/480V	\$ 794.00	\$ 1,766.00	\$ 898.00	\$ 1,874.00	\$ 1,122.00	\$ 2,182.00	\$ 910.00	\$ 1,992.00
6	25KVA 277/480V	\$ 789.00	\$ 1,711.00	\$ 802.00	\$ 1,904.00	\$ 954.00	\$ 2,028.00	\$ 915.00	\$ 1,977.00
7	37.5KVA 120/240V	\$ 870.00	\$ 2,340.00	\$ 1,007.00	\$ 2,493.00	\$ 1,187.00	\$ 2,657.00	\$ 1,035.00	\$ 2,533.00
8	50KVA 120/240V	\$ 1,050.00	\$ 2,680.00	\$ 1,188.00	\$ 3,078.00	\$ 1,371.00	\$ 3,135.00	\$ 1,310.00	\$ 3,066.00
9	50KVA 277/480V	\$ 1,091.00	\$ 2,783.00	\$ 1,295.00	\$ 2,959.00	\$ 1,504.00	\$ 3,198.00	\$ 1,175.00	\$ 3,053.00
10	75KVA 120/240V	\$ 1,745.00	\$ 4,019.00	\$ 1,543.00	\$ 4,109.00	\$ 2,108.00	\$ 4,568.00	\$ 1,870.00	\$ 4,308.00
11	75KVA 277/480V	\$ 1,480.00	\$ 3,870.00	\$ 1,443.00	\$ 3,989.00	\$ 1,939.00	\$ 4,358.00	\$ 1,820.00	\$ 4,240.00
12	100KVA 120/240V	\$ 1,929.00	\$ 5,039.00	\$ 2,228.00	\$ 5,358.00	\$ 2,283.00	\$ 5,399.00	\$ 2,150.00	\$ 5,298.00
13	100KVA 277/480V	\$ 1,755.00	\$ 4,573.00	\$ 2,135.00	\$ 5,281.00	\$ 2,263.00	\$ 5,345.00	\$ 1,995.00	\$ 5,131.00
14	167KVA 120/240V	\$ 2,855.00	\$ 7,517.00	\$ 3,755.00	\$ 8,405.00	\$ 3,961.00	\$ 8,463.00	\$ 3,345.00	\$ 8,135.00
15	250KVA 120/240V			\$ 5,123.00	\$ 11,561.00	\$ 6,486.00	\$ 12,588.00	\$ 5,450.00	\$ 11,708.00
16	250KVA 277/480V			\$ 4,755.00	\$ 11,285.00	\$ 4,623.00	\$ 10,665.00	\$ 4,850.00	\$ 11,300.00

Notes:
 If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications.
 Any equipment received that does not meet spec will be returned at cost of supplier.
 Recommended low bidder for item 1-14 to Irby quoting GE Grid Solutions
 Recommended low bidder for item 15 to Techline quoting Power Partners
 Recommended low bidder for item 16 to Techline quoting Howard

11/9/2020

X:\Engineering\Specs - Procurement\Overhead Transformer\Bid Eval\BID 20-69 - 2021 Formal Bid Eval - Pole Mount



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Bid award for street material in 2021 to the lowest bidder as shown on the attached bid tabulation in the amount of \$292,080.00. Items will be ordered on 'as needed' basis.					

Estimated Cost	\$292,080.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



M E M O R A N D U M

DATE: DECEMBER 8, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Engineer Utility Director

RE: Street material bid #IFB-20-68

The City of Bentonville recommends awarding the bid for street materials in the total amount \$292,080.00. The low bid for this items follows.

APAC in the amount of \$113,000.00
Benton County Stone in the amount of \$128,080.00
Hutchenson in the amount of \$51,000.00

CITY OF BENTONVILLE
1-year Blanket Bid
Street Materials

Bid No. IFB-20-68

YEARLY QUANTITY	UNIT	DESCRIPTION	UNIT PRICE WITH HAUL CHARGE	EXTENSION
10,000	TON	Our # 7008 SB2/CLASS 7 BASE APAC	\$11.30	\$113,000.00
8,000	TON	Our # 7005 CHAT 3/4" CLASS 67 BEDDING MATERIAL Benton County Stone	\$14.70	\$117,600.00
800	TON	Our # 7004 B-STONE (LARGE ROCK FOR DRAINAGE) Benton County Stone	\$13.10	\$10,480.00
500	TON	Our # 7007 PREMIX Hutchenson	\$102.00	\$51,000.00
TOTAL BID COST				\$292,080.00



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Bid award for switchgears in 2021 to the lowest bidder as shown on the attached bid tabulation in the amount of \$202,703.16. Items will be ordered on 'as needed' basis.					

Estimated Cost	\$202,703.16
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



M E M O R A N D U M

DATE: DECEMBER 8, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Engineer Utility Director

RE: Street material bid #IFB-20-67

The City of Bentonville recommends awarding the bid for switchgears in the total amount \$202,703.16. The low bid for these items follows.

Techline in the amount of \$202,703.16

Switchgear Formal Bid IFB-20-67Page 1 of 1

CITY OF BENTONVILLE
FORMAL BLANKET BID
SWITCHGEARS

ITEM NO.	QUANTITY	UNIT	OUR PART NUMBER	DESCRIPTION	TECHLINE	UNIT PRICE
1	3	EA	1922	SWITCHGEAR AIS-9 3PH DEAD FRONT CHANCE #A090A20U (NO SUB)		\$15,118.42
2	3	EA	1919	SWITCHGEAR AIS-10 3PH DEAD FRONT CHANCE #A100A00U (NO SUB)		\$18,269.30
3	3	EA	1920	SWITCHGEAR AIS-11 3PH DEAD FRONT CHANCE #A110A20U (NO SUB)		\$15,998.00
4	3	EA	1921	SWITCHGEAR AIS-12 3PH DEAD FRONT CHANCE #A120A20U (NO SUB)		\$18,182.00
				** NO SUB		

COMPANY:

BY:



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☒ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Bid award for electric material in 2021 to the lowest bidder as shown on the attached bid tabulation in the amount of \$2,015,979.64. Items will be ordered on 'as needed' basis.					

Estimated Cost	\$2,015,979.64
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



MEMORANDUM

DATE: DECEMBER 8, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Electric material bid #IFB-20-64

The City of Bentonville recommends awarding the bid for electric material in the total amount \$2,015,979.64. The low bid for this items follows.

Techline , Inc in the amount of \$325,558.74
Stuart Irby Company in the amount of \$1,176,916.21
Arkansas Electric Cooperative in the amount of \$307,701.74
Wesco Distribution Inc, in the amount of \$205,802.95

Techline did not meet specifications on line items #60 and 69
Irby did not meet specifications on line items #16, 45, 51, 52, 58-61, 64, 69, 80, 97 and 144. Line item #1 resulted in a no bid due to a mathematical error made by Irby.
AECI did not meet specification on line items #46, 60, 69, 144 and 217

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	UNIT COST	EQUIVALENT PART NUMBER (IF APPLICABLE)	TECHLINE	IRBY	AECI	WESCO	TL LOW TOTAL	IRBY LOW TOTAL	AECI LOW TOTAL	WESCO LOW TOTAL
1	100	EA	1023	ARM 3-5/8" X 4-5/8" X 8" -WOOD- TYPE 3 REA SPEC HUGHES BROS. BROOKS			\$43.80	\$23.17	\$45.00	\$54.16	\$5,389.00			
2	100	EA	1022	ARM 3-5/8" X 4-5/8" X 10" -WOOD- TYPE 3 REA SPEC HUGHES BROS. BROOKS			\$54.15		\$57.00	\$43.30				\$4,330.00
3	100	EA	1028	ARM DEAD END FIBERGLASS 4 X 6 8 MACLEAN # PY08SD004-2E OR PUP1 #DA4000096E2B7X2			\$272.00	\$214.94	\$278.00	\$218.42		\$21,494.00		
4	100	EA	1027	ARM DEAD END FIBERGLASS 4 X 6 X 10" PUP1 #DA4000-120-E-4-89X-2				\$382.17	\$350.00				\$35,000.00	
5	100	EA	1029	ARM FIBERGLASS 8" PUP1-FEATHERLITE #DA3000-96E3-872					\$250.00				\$25,000.00	
6	125	EA	1035	ARM GALV 6" #AMT-1046"X1-1/4" CANTILEVER BRACKET			\$31.10	\$31.11	\$28.50				\$3,562.50	
7	30	EA	1464	ENCLOSURE 1-PH 15KV 146A STEEL DURHAM #AMSPR12124-D W/GRND NUTS			\$366.30	\$373.91	\$368.70	\$371.89	\$10,989.00			
8	40	EA	1465	ENCLOSURE 3-PH 15KV 146A STEEL DURHAM #AMSPR32127-D			\$573.00	\$567.39	\$562.28	\$564.32			\$22,491.20	
9	50	EA	1473	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD 1-PH FC39-75-38-3PH				\$611.70	\$656.00	\$567.57				\$28,378.50
10	50	EA	1470	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD 200 AMP 3PH LTD FC-37-73-2-3PH-1				\$492.55	\$525.00	\$446.49				\$22,324.50
11	30	EA	1471	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD 600 AMP 3PH LTD FC-37-73-2-3PH-2				\$492.55	\$525.00	\$446.49				\$13,384.70
12	30	EA	1472	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD 1-PH FC-23-37-32- 1PH				\$495.80	\$530.00	\$450.81				\$13,524.30
13	30	EA	1474	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD LTD 1PH FC- 22-36-2-1PH-1				\$419.15	\$460.00	\$371.89				\$11,155.70
14	300	EA	1466	ENCLOSURE BENTONVILLE GRAPHICS, DARK GREEN ELECTRICAL PEDESTAL, 2" PENTA CUP ASSEMBLY, 2 DOORS (BACK/LOW/RT (BACK/LOW/LEFT, 3-4390 CONNECTORS & PLASTIC COVERS, W/GROUNDWIRE #AFT- USXHWBT-069				\$198.33		\$197.30				\$59,190.00
15	200	PR	2208	WOOD BRACES ARM 60" J476OR OR EQUAL TO (SOLD IN PAIRS)			\$16.12	\$13.30	\$16.50	\$15.36		\$2,678.00		
16	200	EA	1011	ANCHOR, PESA ROD 3/4"X7" WITH TWIN EYE NUT CHANCE #E102-0048			\$28.04	\$18.71	\$25.50	\$24.91				\$4,982.00
17	100	EA	1016	ANCHOR ROD 1" X 9" TWIN-EYE CHANCE #5369			\$58.70	\$57.44	\$59.00	\$58.38		\$5,744.00		
18	300	EA	2074	TRANSFORMER PAD WAGNER #F4242- 32CL1328T			\$111.70	\$109.30	\$114.76	\$111.08		\$32,780.00		

19	50	EA	2075	TRANSFORMER PAD DIVERSITECH #F4848-4CSL-1228T						\$138.55	\$138.63	\$141.75	\$137.84			\$5,781.50		
20	50	EA	1502	HEAD ONLY BENT LIGHT 100 WATT LED #W/L18 PM-N5 MP TL		NO SUB				\$90.20	\$94.00	\$89.00	\$85.14					\$4,387.09
30	EA	1508	FIXTURE 100W HPS AMERICAN CONTEMPORARY A.E. #245-105-RN-120-R5-AY OR G.E. #P17M105INZAM556R							\$298.00	\$268.89	\$290.00	\$290.00			\$8,065.70		
125	EA	1509	FIXTURE 250W HPS COBRA HEAD FLAT LENS A.E. #115-255-CA-MT1-R2-FG OR G.E. EQUAL							\$127.12	\$117.21	\$130.00	\$126.43			\$14,651.25		
50	EA	1512	FIXTURE 400W HPS COBRA HEAD A.E. #125-405-CA-MT1-R3-FG OR G.E. EQUAL							\$196.95	\$181.63	\$196.00	\$195.89			\$8,081.50		
480	EA	1119	BULB 100LM/W MOGUL HOWARD LEDMR-4050-MV		HOWARD ONLY					\$60.56	\$73.22	\$59.25				\$28,440.00		
480	EA	2240	BULB 250WATT HOWARD LEDMRH-4080-MV		HOWARD ONLY					\$103.28	\$115.03	\$101.05				\$48,504.00		
480	EA	2241	BULB 250 WATT HOWARD LEDMR2-4054-MV		HOWARD ONLY					\$56.67	\$64.10	\$55.40				\$26,516.00		
480	EA	2217	BULB 250 WATT BULB HOWARD LEDMR-4080-MV		HOWARD ONLY					\$111.05	\$149.23	\$108.00				\$51,440.00		
48	EA	1133	BULB 400W HPS G.E. #LU400 OR PHILLIPS #C400S51/AHQ							\$5.96	\$17.00	\$5.98				\$287.54		
12	EA	1134	BULB 400W MH G.E. #MVR400/U OR SYLVANIA #MH400BU/4 ALTO BRAND							\$10.17	\$9.80	\$10.50	\$10.22			\$108.00		
12	EA	1121	BULB 1000W MH G.E. #MVR1000/U OR PHILLIPS #MH1000/U ALTO BRAND							\$21.29	\$17.00	\$21.55	\$21.57			\$204.00		
6	EA	1120	BULB 1000W HPS G.E. #LUCALOX LU1000							\$32.65	\$22.00					\$132.00		
12	EA	1123	BULB 1500W MH MH1500BU/M48							\$26.40					\$316.80			
2,000	EA	1704	PHOTO CELL SUNTECH P124 105-305 BLUE IN COLOR								\$5.43	\$5.98				\$10,880.00		
100	EA	1372	CONDUIT STANDOFF STRAP 2" HUBBELL #CSTK-2							\$3.55	\$3.35	\$2.35	\$5.29			\$235.00		
300	EA	1373	CONDUIT STANDOFF STRAP 3" HUBBELL #CSTK-3							\$2.80	\$2.55	\$2.70	\$5.70			\$810.00		
300	EA	1374	CONDUIT STANDOFF STRAP 4" HUBBELL #CSTK-4							\$4.33	\$4.05	\$4.80	\$5.12			\$1,215.00		
100	EA	1375	CONDUIT STANDOFF STRAP 5" HUBBELL #CSTK-5							\$5.39	\$5.04	\$7.60	\$7.38			\$554.00		
100	EA	1376	CONDUIT STANDOFF STRAP 6" HUBBELL #CSTK-6							\$5.77	\$5.54	\$6.25	\$5.49					\$549.00
50	EA	1368	CONDUIT STANDOFF BAR ONLY 12" SP6025-12PNC							\$9.05	\$7.91	\$8.75	\$2.43					\$121.50

40	60	EA	1369	CONDUIT STANDOFF BAR ONLY 24" SP5025-24PNC				\$18.09	\$15.83	\$17.50	\$4.27					\$256.20
41	400	EA	1370	CONDUIT STANDOFF BRKT. 12" - 9" DEPTH ALUMAFORM #9-CSO-12-4WT				\$36.68	\$21.44	\$22.95				\$9,676.00		
42	15	EA	1371	CONDUIT STANDOFF BRKT. 12" - 6" DEPTH HUBBELL #C6-CSO-12				\$31.00	\$26.44	\$28.00	\$34.36			\$381.60		
43	300	EA	1232	CLAMP W-62-1 BLACKBURN				\$1.52	\$1.45	\$1.40					\$420.00	
44	100	EA	1231	CLAMP W-201 BLACKBURN				\$2.42	\$2.31	\$2.20					\$220.00	
45	300	EA	1632	INSULATOR STRAIN 3' 6CC15-36-R				\$16.85	\$13.81	\$15.13	\$18.42		\$4,355.00			
46	300	EA	1633	INSULATOR STRAIN 10' 6CC15-120-R				\$26.38	\$20.27	\$21.95	\$29.16		\$7,816.00			
47	25	EA	1630	INSULATOR SCREW KNOB J089 OR HUBBELL C207-0138				\$4.53	\$2.79	\$4.95	\$4.51			\$59.75		
48	700	EA	1625	INSULATOR MEDIUM SPOOL V2012/GAMMA #PT80655 OR EQUAL TO				\$0.73	\$0.84	\$0.91	\$0.80		\$511.00			
49	500	EA	1626	INSULATOR PIN C-NECK 6844R-70 OR GAMMA #PT81766R OR EQUAL TO				\$2.93	\$1.97	\$3.35	\$1.88			\$985.00		
50	1,000	EA	1627	INSULATOR PIN F-NECK 6183R-70 OR GAMMA #PT81966R OR EQUAL TO				\$3.34	\$3.29	\$4.10	\$3.14					\$3,140.00
51	800	EA	1634	INSULATOR SUSPEN. DEADEND OHIO BRASS #401015-0215				\$11.46	\$6.95	\$12.05			\$9,168.00			
52	5	EA	1628	INSULATOR PIN MOLDED 35KV HENDRIX HPI-3501					\$11.06	\$25.00	\$18.48					\$92.40
53	25	EA	1435	DEAD END SHOE COPPER JOSLYN #BT2111				\$15.69	\$15.03	\$16.96	\$15.38			\$375.75		
54	20	EA	1616	HOT LINE CLAMP 477 ACSR COP-ALUM. CW 51545AGP				\$34.20	\$33.84	\$35.75	\$34.39			\$678.80		
55	1,000	EA	1617	HOT LINE CLAMP COP-ALUM. HUBBELL 51530AC				\$12.85	\$12.57	\$11.70	\$12.78				\$11,700.00	
56	1,000	EA	1437	DEAD END SHOE 3/0-477 ACSR SPRING LOADED SIDE OPENING MACLEAN #HDSO-88 OR HUBBELL #ADEZ88N				\$13.35	\$12.05	\$17.25	\$15.01			\$12,050.00		
57	1,000	EA	1434	DEAD END SHOE 6-2/0 SPRING LOADED MACLEAN #ASOD398-IN				\$6.23	\$5.62	\$7.90	\$5.72			\$5,620.00		
58	300	EA	1710	PIN ROLLE TOP 18" NYLON ALLOY THREADS J136RZ				\$6.97	\$5.85	\$8.25	\$6.78					\$2,034.00
59	500	EA	1711	PIN SADDLE CHANCE 14322 OR MACLEAN J1322Z				\$17.62	\$12.65	\$20.80	\$18.13		\$8,760.00			
60	10	EA	1712	PIN STAND OFF 18" 2-BRACKET SIMDA118AT				\$31.88	\$34.57	\$33.75	\$35.14					\$351.40

124	24	EA	1556	FUSE 5MU-20 175E AMP 15KV S&C 712175			\$148.95	\$134.33					\$3,223.92	
125	100	EA	1537	FUSE LINK/CUTOUT 3AMP S&C 64003			\$7.54	\$5.35					\$535.00	
126	100	EA	1539	FUSE LINK/CUTOUT 5AMP S&C 64005			\$7.54	\$5.35					\$535.00	
127	100	EA	1541	FUSE LINK/CUTOUT 7AMP S&C 64007			\$7.54	\$5.35					\$535.00	
128	100	EA	1529	FUSE LINK/CUTOUT 10AMP S&C 64010			\$8.00	\$5.87					\$587.00	
129	100	EA	1531	FUSE LINK/CUTOUT 15AMP S&C 64015			\$8.00	\$5.87					\$587.00	
130	100	EA	1534	FUSE LINK/CUTOUT 20AMP S&C 64020			\$8.00	\$5.87					\$587.00	
131	100	EA	1536	FUSE LINK/CUTOUT 30AMP S&C 265030			\$8.29	\$5.87					\$587.00	
132	200	EA	1538	FUSE LINK/CUTOUT 40AMP S&C 64040			\$8.29	\$5.87					\$1,174.00	
133	100	EA	1527	FUSE LINK/CUTOUT 50AMP S&C 64050			\$8.97	\$5.87					\$587.00	
134	100	EA	1540	FUSE LINK/CUTOUT 65AMP S&C 64065			\$12.80	\$9.08					\$908.00	
135	100	EA	1542	FUSE LINK/CUTOUT 80AMP S&C 64080			\$14.68	\$10.42					\$1,042.00	
136	200	EA	1528	FUSE LINK/CUTOUT 100AMP S&C 265100			\$14.68	\$10.42					\$2,084.00	
137	200	EA	1526	FUSE LINK/CUTOUT 102AMP S&C 179102			\$33.99	\$24.14					\$4,828.00	
138	100	EA	1530	FUSE LINK/CUTOUT 140AMP S&C 265140			\$36.86	\$26.15					\$2,615.00	
139	100	EA	1533	FUSE LINK/CUTOUT 200AMP S&C 64200R1			\$41.43	\$29.40					\$2,940.00	
140	100	EA	1557	FUSE S&C 5MU-20 200K S&C 702200			\$148.57	\$134.33					\$13,433.00	
141	200	EA	1497	FAULT INDICATOR OVERHEAD NAVIGATOR LM #41-2001-301			\$288.05	\$288.05	\$295.00		\$57,710.00		\$57,710.00	
142	500	EA	1499	FAULT INDICATOR UNDERGROUND LOAD LM #29-6114-0F8			\$212.56	\$207.94	\$220.00				\$103,970.00	
143	50	EA	1498	FAULT INDICATOR UNDERGROUND 500 & 750 WIRE LM #29-6115-0F8			\$224.54	\$219.66	\$230.00				\$10,983.00	
144	200	EA	1488	EQUIPMENT MOUNT FIBERGLASS FUSE CUTOUT M&CLEAN #63MAQ24818D08		NO VENDOR MEETS SPEC								

164	24	EA	2095	VT PACK 3-PH. RATIO 2.5:1 - 6003012 PRIMARY VOLTAGE 255-330 WITH 6' HARNES5 WH-CTYBEN-6					\$829.83				\$12,715.92		
165	1,000	EA	2073	TRANS TANK GROUND CONNECT ERICO WCC-207 6-1/2 (50PK6)					\$9.17	\$6.00			\$5,170.00		
166	12	EA	1219	CAPACITOR 200KVAR, 95KV, 2 BUSHINGS COOPER WCEP140A6 (MUST BE GROUNDED IN TRANSIT)						\$650.00			\$6,600.00		
167	6	EA	1223	CAPACITOR JUNCTION BOX 6"X6" MOLDED WITH (3) CONDUCTOR #16 CABLES WITH 5 PIN PLUGS HUBBELL #93124811					\$455.28	\$445.89	\$470.00		\$2,673.54		
168	3	EA	1220	CAPACITOR ALUMINUM RACK FOR 6 UNITS ALUMAFORM #WR-6/S1512					\$232.38		\$238.00		\$695.84		
169	6	EA	1226	CAPACITOR VACUUM SWITCH VS15-95 15KV 200A 120V HUBBELL #33184401					\$1,132.76	\$1,096.22	\$1,105.00		\$6,677.32		
170	20	EA	1032	ARM FIBERGLASS 10' TANGENT MACLEAN MPS PW10ST005					\$192.08	\$183.87	\$203.00		\$3,677.48		
171	20	EA	1033	ARM FIBERGLASS 8' TANGENT MACLEAN MPS PW08ST004					\$129.30	\$151.46	\$154.00		\$2,586.00		
172	20	EA	1034	ARM FIBERGLASS 12' TANGENT MACLEAN MPS PW12ST149					\$229.10	\$246.23	\$340.00		\$4,582.00		
173	200	EA	2276	FIXTURE COBRAHEAD LED (250W/ EQUIVALENT), AUTOBAHN, 30 LED CHIPS, 1500M-A DRIVER, MSL-11-VOL.1 1200277V, ROADWAY TYPE 3, 4000K, 7 PIN PHOTOCONTROL, RECEPTACLE, SOLID STATE LONG LIFE PHOTOCONTROL, BLACK A.E.L. PART NUMBER: AT80-30LED15- MVOLT-R3-9K-NL-#7-9CL					\$301.92	\$324.46	\$331.50		\$64,892.00		
174	3,840	FT	2218	288 ADSS Fiber Optic Cable Dia. 0.823 DNA- 33075					\$3.27	\$2.86	\$3.45		\$10,982.40		
175	3,523	FT	2219	96 ADSS Fiber Optic Cable DNA-33177					\$1.46	\$1,276.00	\$1.84		\$4,491.83		
176	310	FT	2220	FIBER CABLE, OSP 24 COUNT, GEL-FREE NON-ARMORED LOOSE TUBE, AFL LE0249C5101N1D					\$0.37	\$0.3180			\$99.58		
177	30	EA	2221	FIBER HARDWARE, ADSS 288 COUNT PREFORMED DEADEND, P/LP 287201AC1E1					\$38.89	\$36.72	\$38.60		\$1,071.60		
178	100	EA	2222	FIBER HARDWARE, ADSS 288 COUNT TANGENT ASSEMBLY, P/LP 4450105					\$27.17	\$25.15	\$27.50		\$2,615.00		
179	20	EA	2223	FIBER ENCLOSURE, QUAZITE 'BENTONVILLE LOGO & FIBER' ON LID, 30 x 48 x 36, COMPLETE PART NUMBER PG3048Z111385, "BSP" FOR CUSTOM BENTONVILLE LOGO [LID - PG3048H427385, VALU-T - PG3048BA36]					\$945.30	\$924.76			\$18,496.20		
180	5,300	FT	2224	FIBER FABRIC INNERDUCT, 3 CELL FOR 3" CONDUIT, MAXCELL-WK642838L5200 5300' per reel											

[illegible]



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Bid award for water/sewer material in 2021 to the lowest bidder as shown on the attached bid tabulation in the amount of \$520,911.11. Items will be ordered on 'as needed' basis.					

Estimated Cost	\$520,911.11
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



M E M O R A N D U M

DATE: DECEMBER 8, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Water/Sewer material bid #IFB-20-65

The City of Bentonville recommends awarding the bid for water/sewer material in the total amount \$520,911.11. The low bid for these items follows.

Northwest Arkansas Winwater in the amount of \$398,088.36
Ferguson Waterworks in the amount of \$122,822.75

Northwest Arkansas Winwater did not meet specifications on line items #74, 77, 78, 80, 81, 86, 87, 88 and 94.

ITEM	YEARS QNTY.	UNIT	PART NO.	DESCRIPTION	NORTHWEST ARKANSAS WINWATER	FERGUSON	WINWATER LOW TOTAL	FERGUSON LOW TOTAL
1	2	EA	4247	FIRE HYDRANT 5-1/4X3 6" MJ SHOE AVK/CLOW	\$1,572.00	\$1,709.00	\$3,144.00	
2	2	EA	4246	FIRE HYDRANT 5-1/4X3-1/2 6" MJ SHOE AVK/CLOW	\$1,610.00	\$1,750.75	\$3,220.00	
3	2	EA	4249	FIRE HYDRANT 5-1/4X4 6" MJ SHOE AVK/CLOW	\$1,650.00	\$1,792.50	\$3,300.00	
4	2	EA	4248	FIRE HYDRANT 5-1/4X4-1/2 6" MJ SHOE AVK/CLOW	\$1,688.00	\$1,834.00	\$3,376.00	
5	2	EA	4251	FIRE HYDRANT 5-1/4X5 6" MJ SHOE AVK/CLOW	\$1,725.00	\$1,917.00	\$3,450.00	
6	2	EA	4250	FIRE HYDRANT 5-1/4X5-1/2 6" MJ SHOE AVK/CLOW	\$1,765.00	\$1,959.00	\$3,530.00	
7	1	EA	4234	FIRE HYDRANT 5-1/4X6 6" MJ SHOE AVK/CLOW	\$1,840.00	\$1,959.00	\$1,840.00	
8	200	FT	4418	PIPE 6" C-900 CL200 DR-14	\$4.98	\$7.01	\$996.00	
9	8,000	FT	4421	PIPE 8" C-900 CL200 DR-14	\$8.52	\$12.04	\$68,160.00	
10	100	FT	4406	PIPE 12" C-900 CL200 DR-14	\$18.48	\$25.91	\$1,848.00	
11	600	FT	4417	PIPE 4" SDR-26 12454B SEWER D3034	\$1.08	\$1.66	\$648.00	
12	600	FT	4420	PIPE 6" SDR-26 12454B SEWER D3034	\$2.32	\$3.58	\$1,392.00	
13	8000	FT	4423	PIPE 8" SDR-26 12454B SEWER D3034	\$4.18	\$6.09	\$33,440.00	
14	100	FT	4408	PIPE 12" SDR-26 12454B SEWER D3034	\$9.42	\$13.29	\$942.00	
15	4000	FT	4545	3/4" CTS TUBING SDR9 PART #X41250100B (100' PER REEL) ADS	\$0.20	\$0.23	\$800.00	
16	8000	FT	4544	1" CTS TUBING SDR9 PART #475250100B (100' PER REEL) ADS	\$0.30	\$0.35	\$2,400.00	
17	20,000	FT	4543	TRACER WIRE 10 THHN SOLID COPPER	\$0.14	\$0.12		\$2,400.00
18	10	EA	4009	4" ACCESSORY KIT MJ BOLT/GASKET	\$16.15	\$16.25	\$161.50	

19	60	EA	4010	6" ACCESSORY MJ BOLT/GASKET ONLY	\$18.62	\$18.75	\$1,117.20	
20	150	EA	4011	8" ACCESSORY MJ BOLT/GASKET ONLY	\$21.10	\$21.25	\$3,165.00	
21	20	EA	4008	12" ACCESSORY MJ BOLT/GASKET ONLY	\$29.20	\$29.50	\$584.00	
22	10	EA	4016	6" ACCESSORY MJ 'WITH' GLAND	\$10.55	\$19.50	\$105.50	
23	10	EA	4017	8" ACCESSORY MJ 'WITH' GLAND	\$13.05	\$22.50	\$130.50	
24	5	EA	4314	4" DI GLAND RETAINER FORD#UFR1400D-4GLAND (SER.1400)		\$14.75		\$73.75
25	5	EA	4316	6" DI GLAND RETAINER FORD#UFR1400D-D6 (SER.1400)		\$18.55		\$92.75
26	5	EA	4317	8" DI GLAND RETAINER FORD#UFR1400D-D8 (SER.1400)		\$26.50		\$132.50
27	5	EA	4315	6" DI GLAND RETAINER EBAA MEGALUG 1100 SERIES	\$19.35	\$26.66	\$96.75	
28	5	EA	4313	4" DI GLAND RETAINER EBAA MEGALUG 1100 SERIES	\$16.45	\$22.65	\$82.25	
29	10	EA	4305	4" CIRCLE-LOCK C-900 FORD #UFR1500-C-4	\$20.15	\$18.00		\$180.00
30	20	EA	4306	6" CIRCLE-LOCK C-900 FORD#UFR1500-C-6	\$24.45	\$22.00		\$440.00
31	100	EA	4307	8" CIRCLE-LOCK C-900 FORD#UFR1500-C-8	\$36.20	\$32.50		\$3,250.00
32	20	EA	4308	12" CIRCLE-LOCK C-900 FORD#UFR1500-C-12	\$71.95	\$64.50		\$1,290.00
33	20	EA	4038	ANCHOR COUPLING 6" MJ X 13" FUSION BOND EPOXY COATED US	\$141.35	\$142.75	\$2,827.00	
34	20	EA	4035	ANCHOR COUPLING 8" MJ X 13" FUSION BOND EPOXY COATED US	\$202.11	\$204.00	\$4,042.20	
35	6	EA	4036	ANCHOR COUPLING 12" MJ X 13" FUSION BOND EPOXY COATED US	\$652.11	\$658.75	\$3,912.66	
36	15	EA	4077	BEND 8" 45 MJ DI FUSION BOND EPOXY COATED	\$140.73	\$142.00	\$2,110.95	
37	4	EA	4074	BEND 8" 11-1/4 MJ DI FUSION BOND EPOXY COATED	\$125.23	\$126.50	\$500.92	
38	4	EA	4205	ELL 6" MJ DI FUSION BOND EPOXY COATED	\$123.37	\$124.50	\$493.48	
39	4	EA	4207	ELL 8" MJ DI FUSION BOND EPOXY COATED	\$176.69	\$178.50	\$706.76	
40	4	EA	4538	TEE ANCHOR 6X6X6 MJ DI EPOXY COATED FUSION BOND	\$175.45	\$201.50	\$701.80	

41	8	EA	4540	TEE ANCHOR 8X8X8 MJ DI EPOXY COATED FUSION BOND	\$345.33	\$348.50	\$2,762.64	
42	12	EA	4539	TEE ANCHOR 8X8X6 MJ DI EPOXY COATED FUSION BOND	\$252.95	\$255.00	\$3,035.40	
43	3	EA	4536	TEE ANCHOR 12X12X6 MJ DI EPOXY COATED FUSION BOND	\$436.47	\$441.00	\$1,309.41	
44	3	EA	4537	TEE ANCHOR 12X12X8 MJ DI EPOXY COATED FUSION BOND	\$493.51	\$498.50	\$1,480.53	
45	4	EA	4535	TEE 8X8X6 EPOXY COATED FUSION BOND	\$240.42	\$220.00		\$880.00
46	3	EA	4522	TEE 12X12X12 EPOXY COATED FUSION BOND	\$551.17	\$556.75	\$1,653.51	
47	4	EA	4117	CAP 6" MJ DI EPOXY COATED FUSION BOND	\$48.97	\$49.50	\$195.88	
48	6	EA	4120	CAP 8" MJ DI EPOXY COATED FUSION BOND	\$75.01	\$75.75	\$450.06	
49	3	EA	4109	CAP 12" MJ DI EPOXY COATED FUSION BOND	\$143.21	\$144.50	\$429.63	
50	4	EA	4457	REDUCER 8X6 MJ DI EPOXY COATED FUSION BOND	\$114.07	\$115.00	\$456.28	
51	4	EA	4497	SOLID SLEEVE 6X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$106.63	\$107.75	\$426.52	
52	12	EA	4498	SOLID SLEEVE 8X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$140.73	\$142.00	\$1,688.76	
53	250	EA	4390	18" BROOKS METER TILE #22HFX1802KS	\$25.90	\$25.25		\$6,312.50
54	100	EA	4364	1-HOLE METER TILE LID FOR 18" BROOKS METER TILE	\$20.42	\$20.75	\$2,042.00	
55	100	EA	4365	2-HOLE METER TILE LID FOR 18" BROOKS METER TILE	\$25.32	\$25.75	\$2,532.00	
56	60	EA	4391	30" X 36" LARGE METER TILE MID-STATES #MSP30X36	\$140.00	\$200.00	\$8,400.00	
57	60	EA	4392	30" METER TILE RING/LID TEXAS SPECIAL E.J.I.W.	\$135.00	\$160.50	\$8,100.00	
58	20	EA	4389	24" VALVE COVER EXTENSION TYLER #60 6850 SERIES	\$50.82	\$50.50		\$1,010.00
59	30	EA	4558	18" VALVE COVER EXTENSION TYLER #59 6850 SERIES	\$47.78	\$49.75	\$1,433.40	
60	100	EA	4555	5-1/4 VALVE BOX COVER LID	\$11.65	\$11.50		\$1,150.00
61	100	EA	4561	VALVE COVER TOP SHORT 10-T	\$29.98	\$29.50		\$2,950.00
62	100	EA	4560	VALVE COVER BOTTOM SHORT 15-B	\$36.72	\$34.25		\$3,425.00

63	100	EA	4563	VALVE COVER TOP TALL 16-T	\$44.00	\$46.80	\$4,400.00	
64	100	EA	4562	VALVE COVER BOTTOM TALL 24-B	\$47.70	\$41.25		\$4,125.00
65	100	EA	4557	VALVE BOX RISER 5-1/4 X 2-1/4 TYLER #145547	\$15.05	\$28.00	\$1,505.00	
66	100	EA	4556	VALVE BOX PAD FORMED CEMENT	\$20.00	\$13.00		\$1,300.00
67	15	EA	4566	8" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$507.65	\$475.00		\$7,125.00
68	20	EA	4567	8" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$808.55	\$754.00		\$15,080.00
69	3	EA	4564	12" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$1,580.68	\$1,485.00		\$4,455.00
70	3	EA	4571	6" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$708.95	\$660.00		\$1,980.00
71	6	EA	4572	8" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$1,052.95	\$975.00		\$5,850.00
72	3	EA	4569	12" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$2,397.05	\$2,235.00		\$6,705.00
73	2	EA	4129	COMP. COUPLING 4" X 7" CI 6.90-7.22 S/B# 441-00000510-900	\$112.10	\$70.00		\$140.00
74	3	EA	4144	COMP. COUPLING 8" X 12" CI 9.05-9.45 S/B# 442-09850945-400	\$248.68	\$255.00		\$765.00
75	40	EA	4128	COMP. COUPLING 2"X6" S/B# 525-23800-003		\$20.00		\$800.00
76	24	EA	4475	SADDLE 6X1 CC D.S. FORD #F202-760X-CC4	\$52.35	\$26.25		\$630.00
77	24	EA	4476	SADDLE 6X1 SS FORD #FC202-690-CC4	\$52.35	\$55.00		\$1,320.00
78	24	EA	4478	SADDLE 6X2 SS FORD #FC202-690-IP7	\$56.85	\$59.50		\$1,428.00
79	24	EA	4482	SADDLE 8X1 CC D.S. FORD #F202-979X-CC4	\$60.90	\$28.75		\$690.00
80	80	EA	4483	SADDLE 8X1 SS FORD #FC202-905-CC4	\$60.90	\$63.50		\$5,080.00
81	30	EA	4485	SADDLE 8X2 SS FORD #FC202-905-IP7	\$64.90	\$68.00		\$2,040.00
82	20	EA	4461	SADDLE 12X1 CC D.S. FORD #F202-14.38X- CC4	\$85.60	\$44.25		\$885.00
83	20	EA	4460	SADDLE 12X1 SS FORD #FC202-1320-CC4	\$85.60	\$79.50		\$1,590.00
84	3	EA	4462	SADDLE 12X2 SS FORD #FC202-1320-IP7	\$91.65	\$89.25		\$267.75

85	3	EA	4463	SADDLE 12X2 D.S. FORD #F202-1438-IP7	\$91.65	\$56.00		\$168.00
86	3	EA	4350	LEAK CLAMP 4X7-1/2 S/B #227-09048007-000 4.74-5.57	\$72.55	\$88.00		\$264.00
87	6	EA	4356	LEAK CLAMP 6X7-1/2 S/B #227-00069007-000 6.84-7.64	\$84.15	\$103.00		\$618.00
88	3	EA	4353	LEAK CLAMP 6X12-1/2 S/B #227-00069012- 000 6.84 -7.64	\$126.30	\$155.00		\$465.00
89	2	EA	4349	LEAK CLAMP 4" BELL JOINT FBC-500 OR S/B 4.80-5.00		\$69.50		\$139.00
90	2	EA	4351	LEAK CLAMP 6" BELL JOINT S/B #274- 00000690-000 6.90-7.10		\$137.00		\$274.00
91	2	EA	4361	LEAK CLAMP 8" BELL JOINT S/B #274-0905- 000		\$140.00		\$280.00
92	9	EA	4342	LEAK CLAMP 2X3 SS/FC-GASKET S/B #244- 023803-000		\$26.00		\$234.00
93	24	EA	4343	LEAK CLAMP 2X6 SS/FC-GASKET S/B #244- 023806-000		\$48.00		\$1,152.00
94	4	EA	4141	COMP. COUPLING 6" S/B#442-07650722-400 PLASTIC TO AC 7.65-7.22	\$162.00	\$183.00		\$732.00
95	4	EA	4145	09850945-900 PLASTIC TO AC 9.05-9.45, 9.46- 9.85 SHORT	\$153.82	\$113.00		\$452.00
96	4	EA	4146	S/B#4411401350900 PLASTIC TO AC 13.20- 13.50 14.21-14.40	\$237.58	\$189.00		\$756.00
97	100	EA	4426	PIPE LUBRICANT 1-GALLON 'EASY ON'	\$10.50	\$10.00		\$1,000.00
98	20	EA	4573	WATER PLUG/PREDCO/FUSROC CEMENT 50LB. PAIL	\$22.50	\$35.00	\$450.00	
99	700	EA	4388	WITH H-14222N AND H-14227N or AY MC 720-207- WXL 33 W/720-D3ASY & 720-Q3ASY	\$93.85	\$119.75	\$65,695.00	
100	20	EA	4386	METER SET 1" X 10 B-2404F WITH H-14222N AND H-14227N	\$185.92	\$197.50	\$3,718.40	
101	50	EA	4387	METER SET 2" VV7712B-1177NL WITH BYPASS or AY MC 720-B712WWFF 775	\$750.15	\$792.00	\$37,507.50	
102	50	EA	4031	ADAPTER MALE LF 1" MUELLER H-15428N or AY MC 74753Q 1	\$14.20	\$14.25	\$710.00	
103	10	EA	4034	ADAPTER MALE LF 3/4" MUELLER H-15428N or AY MC 74753Q 3/4	\$12.02	\$12.25	\$120.20	
104	50	EA	4033	ADAPTER MALE LF 3/4" X 110 COMP X 1" MIP MUELLER H-15428N or AY MC 74753Q 3/4X1	\$13.15	\$13.25	\$657.50	
105	100	EA	4030	ADAPTER MALE LF 1" X 3/4" MUELLER H- 15428N or AY MC 74753Q 1X3/4	\$13.20	\$12.50		\$1,250.00
106	50	EA	4032	ADAPTER MALE LF 2" 110 COMP X 2" MIP MUELLER H-15428N or AY MC 74753Q 2	\$56.45	\$57.50	\$2,822.50	

107	200	EA	4169	COUPLING LF 3/4" T10 COMP. MUELLER H-15403N or AY MC 74758Q 3/4	\$14.65	\$14.75	\$2,930.00	
108	200	EA	4168	COUPLING LF 1" T10 COMP. MUELLER H-15403N or AY MC 74758Q 1	\$16.62	\$16.00		\$3,200.00
109	30	EA	4165	COUPLING GALV/PVC 3/4" FORD #C-45-33NL or AY MC 74758Q 55 3/4	\$16.35	\$17.25	\$490.50	
110	20	EA	4166	COUPLING GALV/PVC 1" FORD #C-45-44NL or AY MC 74758Q 55 1	\$21.92	\$23.00	\$438.40	
111	20	EA	4167	COUPLING GALV/PVC 3/4" X 1" FORD #C-45-43NL or AY MC 74758Q 55 3/4X1	\$18.35	\$19.25	\$367.00	
112	20	EA	4172	COUPLING ST. 3/4" X 1" FORD #C-44-34NL or AY MC 74758-22 1X3/4	\$16.98	\$18.00	\$339.60	
113	50	EA	4158	COUPLING 2" BRASS FORD #C-44-77NL or AY MC 74758Q 2	\$75.58	\$79.75	\$3,779.00	
114	30	EA	4383	5/8X3/4X3/4 MUELLER H-14227/N or AY MC 720-Q3ASY	\$13.95	\$12.25		\$367.50
115	100	EA	4210	ELL LF T10 COMP. 1" MUELLER H-15526N or AY MC 74761Q 1	\$24.28	\$23.50		\$2,350.00
116	50	EA	4212	ELL LF T10 COMP. 3/4" MUELLER H-15526N or AY MC 74761Q 3/4	\$19.05	\$18.25		\$912.50
117	50	EA	4153	CORP COCK LF 3/4" 300 PSI CCX T10 COMP. MUELLER H-B-25008N or AY MC 74701BQ 3/4	\$38.70	\$38.00		\$1,900.00
118	400	EA	4152	CORP COCK LF 1" 300 PSI CCX T10 COMP. MUELLER H-B-25008N or AY MC 74701BQ 1	\$49.38	\$50.00	\$19,752.00	
119	200	EA	4549	U-BRANCH LF 1X3/4X7-1/2 MUELLER H-15363N or AY MC 7084QM	\$36.05	\$35.00		\$7,000.00
120	2	EA	4553	VALVE BALL 1" FORD #B11-444NL or AY MC 76101 1	\$64.55	\$67.75	\$129.10	
121	100	EA	4554	VALVE BALL 2" FORD #B-11-777WNL or AY MC 76101 2	\$187.60	\$204.00	\$18,760.00	
122	50	EA	4063	BEND 4" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$9.95	\$15.75	\$497.50	
123	30	EA	4067	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	10.05	\$12.00	\$301.50	
124	60	EA	4068	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	\$9.72	\$11.00	\$583.20	
125	2	EA	4075	BEND 8" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$60.62	\$53.00		\$106.00
126	6	EA	4078	BEND 8" 45 SDR-26 GXG HEAVY WALL SEWER	\$60.05	\$54.50		\$327.00
127	4	EA	4585	WYE 8X8X8 GXGXG SDR-26 HEAVY WALL SEWER	\$109.85	\$97.50		\$390.00
128	50	EA	4583	WYE 8X8X4 GXGXG SDR-26 HEAVY WALL SEWER	\$46.35	\$49.50	\$2,317.50	

129	3	EA	4584	WYE 8X8X6 GXGXG SDR-26 HEAVY WALL SEWER	\$62.95	\$56.50		\$169.50
130	100	EA	4490	SEWER TAP SADDLE TEE 4" ROMAC INDS. #218-4804U	\$68.85	\$80.00	\$6,885.00	
131	100	EA	4182	CPLG. 4" C/P L X 4" C/P L MISSION #MR56 44 ARC	\$20.05		\$2,005.00	
132	30	EA	4183	CPLG. 4" CL X 4" C/P L MISSION #MR02 44 ARC	\$29.40		\$882.00	
133	50	EA	4185	CPLG. 6" C/P L X 6" C/P L MISSION #MR56 66 ARC	\$38.20		\$1,910.00	
134	100	EA	4186	CPLG. 6" CL X 6" C/P L MISSION #MR02 66 ARC	\$49.85		\$4,985.00	
135	50	EA	4188	CPLG. 8" C/P L X 8" C/P L MISSION #MR56 088 ARC	\$56.72		\$2,836.00	
136	50	EA	4189	CPLG. 8" CL X 8" C/P L MISSION #MR02 88 ARC	\$56.72		\$2,836.00	
137	2	EA	4194	CPLG. 10" C/P L X 10" C/P L MISSION #MR56 1010 ARC	\$73.78		\$147.56	
138	2	EA	4174	CPLG. 10" CL X 10" C/P L MISSION #MR02 1010 ARC	\$73.78		\$147.56	
139	2	EA	4195	CPLG. 12" C/P L X 12" C/P L MISSION #MR56 1212 ARC	\$90.35		\$180.70	
140	2	EA	4175	CPLG. 12" CL X 12" C/P L MISSION #MR02 1212 ARC	\$90.35		\$180.70	
141	2	EA	4178	CPLG. 18" C/P L X 18" C/P L MISSION #MR56 1818 ARC	\$316.50		\$633.00	
142	2	EA	4179	CPLG. 18" CL X 18" C/P L MISSION #MR02 1818 ARC	\$422.70		\$845.40	
143	2	EA	4180	CPLG. 24" C/P L X 24" C/P L MISSION #MR56 2424 ARC	\$405.30		\$810.60	
144	2	EA	4181	CPLG. 24" CL X 24" C/P L MISSION #MR02 2424 ARC	\$540.00		\$1,080.00	
145	10	EA	4193	CPLG. REDUCER 8X6 CI/PVC NDS #56-E86				
146	2	EA	4192	CPLG. REDUCER 6 X 4CI/PVC NDS #56-E64				
147	30	EA	4298	8" MANHOLE GASKET 8CMA	\$8.20	\$9.55	\$246.00	
148	20	EA	4294	10" MANHOLE GASKET 10CMA	\$10.55	\$11.75	\$211.00	
149	20	EA	4295	12" MANHOLE GASKET 12CMA	\$356.85	\$13.35		\$267.00
150	30	EA	4370	MANHOLE RING/LID 250# 24A W.I.W./E.J.I.W./VULCAN	\$197.35	\$198.50	\$5,920.50	



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Bid award for janitorial supplies in 2021 to the lowest bidder as shown on the attached bid tabulation in the amount of \$145,998.31. Items will be ordered on 'as needed' basis.					

Estimated Cost	\$145,998.31
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



M E M O R A N D U M

DATE: DECEMBER 8, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Janitorial Supply bid #IFB-20-66

The City of Bentonville recommends awarding the bid for janitorial supplies in the total amount \$145,998.31. The low bid for this items follows.

D & G Janitor Supply in the amount of \$66,375.70
American Paper and Twine in the amount of \$33,690.76
Pyramid School Products in the amount of \$3931.80
Unipak Corp in the amount of \$42,000.00

American Paper and Twine did not meet specifications on line items #6, 10, 20, 21, 24, 25, 29, 38, 39, 40 and 43.

Pyramid School Products did not meet specifications on line items #25, 31, 32 and 53 (they did not supply specs on line item #32 and #53).

CITY OF BENTONVILLE

501 SW 28th St.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY BLOOD

2021 YEARLY BLANKET IFB-20-66

ITEM NO.	UOM	QTY	OUR PART NO.	DESCRIPTION	D&G	American Paper	Pyramid	DG low total	Amer. Paper low total	Pyramid low total
1	BOX	1000	5062	KCC-41455 WYPALL WORKHORSE RAGS 9"X16"	\$6.93	\$6.62	\$11.30		\$6,620.00	
2	EACH	300	5029	BRAWNY HAND TOWEL #21501	\$9.64	\$9.32	\$12.66		\$2,796.00	
3	CASE	1000	5032	MULTI-FOLD TOWEL CP21000 ULTRA WHITE 2 PLY	\$18.79	\$19.19	\$29.98	\$18,790.00		
4	CASE	150	5039	ROLL TOWEL 7.87" GP ENVISION #26401	\$18.25	\$19.08	\$39.98	\$2,737.50		
5	CASE	300	5005	CENTER PULL TOWEL 2 PLY GEN 203	\$19.40	\$21.21	\$27.99	\$5,820.00		
6	CASE	160	5051	TOILET TISSUE WIN-2200 (96CT/CASE)	\$69.70	\$29.78	\$77.98	\$11,152.00		
7	CASE	300	5050	TOILET TISSUE MILLENIUM GEN 29 (JUMBO 9")	\$18.45	\$20.99	\$28.98	\$5,535.00		
8	QUART	3000	5002	BATHROOM CLEANER NABC #7116 NON-ACID DISINFECTANT 32OZ.	\$1.49	\$1.41			\$4,230.00	
9	CASE	20	5046	STYROFOAM CUPS 8 OZ. DART 8J8	\$23.39	\$18.28	\$28.99		\$365.60	
10	EA	120	1439	MISTY DEGREASER AMREP #A00365	\$6.93	\$5.16		\$831.60		
11	EA	120	1438	DEGREASER CRUNCH DEG. SLV. QUEST 825 ORGANIC						
12	EA	120	5018	FLY DRY FOG 'THE END' INSECTICIDE DYMON #45120	\$5.87	\$6.62	\$7.98	\$704.40		
								\$45,570.50	\$14,011.60	

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ITEM NO.	UOM	QTY	OUR PART NO.	DESCRIPTION	D&G	American Paper	Pyramid	DG low total	Amer. Paper low total	Pyramid low total
13	EA	360	5049	TISSUE FACIAL GEN30100 (30/CASE)	\$0.53	\$0.59	\$1.43	\$190.80		
14	EA	360	5036	PLEDGE MULTI-SURFACE CB703123 TRIGGER SPRAY	\$3.91	\$3.76	\$5.98		\$1,353.60	
15	EA	360	5028	HAND SOAP FOAMING DIAL COMPLETE	\$10.15	\$7.95			\$2,862.00	
16	EA	500	5026	HAND SANITIZER FOAM PURELL 2 OZ.	\$1.76	\$1.67	\$1.39			
17	EA	30	5025	HAND CLEANER GOJO 7290-04 CHERRY GEL PUMICE	\$20.70	\$19.20	\$25.99		\$576.00	
18	EA	30	5027	HAND SOAP DIAL #82838 GALLON	\$11.99	\$10.58	\$10.99		\$317.40	
19	EA	360	5003	BATHROOM FOAMY CLEANER FRANKLIN F803215 ONE MOMENT	\$2.89	\$2.14			\$770.40	
20	EA	360	5021	GLASS PLUS DV094378 TRIGGER SPRAY	\$4.54	\$1.47	\$4.98	\$1,634.40		
21	EA	360	5055	URINAL BLOCK SPRING MINT NILODOR #2000	\$1.70	\$0.38	\$1.75	\$612.00		
22	EA	360	5012	DEODORIZER SPRAY DYMON SUGAR & SPICE DRY BREEZE	\$4.15	\$2.61	\$5.09		\$939.60	
23	EA	360	5015	DISINFECTANT SPRAY DYMON #426 MEDAPHENE	\$4.50	\$2.74	\$5.99		\$986.40	
24	EA	240	5017	FLOOR CLEANER NEUTRAL TET F375418	\$10.12	\$5.23		\$2,428.80		
25	EA	160	5030	MAGICIAN ERASERS 92501101 30/PACK	\$0.94	\$0.91	\$0.59	\$150.40		
26	BOX	200	5048	SWIFFER DUSTER REFILLS PGC 21459	\$8.35	\$7.40	\$7.59		\$1,480.00	
27	EA	120	5035	OLD ENGLISH REC 82888	\$3.26	\$2.77	\$3.79		\$332.40	

ITEM NO.	UOM	QTY	OUR PART NO.	DESCRIPTION	D&G	American Paper	Pyramid	Amer. Paper low total	Pyramid low total
28	EA	100	5033	MURPHY'S OIL SOAP MUR01163	\$4.02	\$3.29	\$4.69	\$329.00	
29	EA	100	5009	COMET DEODORIZING CREME CLEANER PGC 53835	\$4.57	\$1.81	\$4.39		\$439.00
30	EA	240	5019	FRANKLIN SCALEWAY NON-ABRASIVE SCALE REMOVER FRKF229012		\$8.27	\$4.18		\$1,003.20
31	EA	360	5044	STAINLESS STEEL CLEANER CLAIRE CL840 OIL BASE	\$4.79	\$3.44	\$2.59	\$1,238.40	
32	EA	240	5031	MISTY CHALKBOARD/WHITE BOARD CLEANER AMRA 101-20		\$2.47	\$2.42	\$592.80	
33	EA	360	5043	SIMPLE GREEN ALL PURPOSE CLEANER SUNSHINE MARKERS INC SMP13012		\$4.19	\$5.79	\$1,508.40	
34	EA	120	5007	CHAMPION CARPET SPOT/STAINER REMOVER #5146		\$2.97	\$3.34	\$356.40	
35	EA	72	5008	CHAMPION CHEWING GUM/CANDLE WAX REMOVER #5165		\$1.68	\$2.35	\$120.96	
36	PK	200	5022	GLISTEN GARBAGE DISPOSAL CARE CLEANER DP06N-PB	\$8.20			\$1,640.00	
37	EA	240	5014	DEODORIZING LIQUID SPILL ABSORBENT NILOSORB #920NGC	\$3.99	\$4.55	\$5.17	\$957.60	
38	EA	240	5056	URINAL MATS BOARDWALK BWK UMBB	\$6.82	\$6.33	\$6.79		\$1,629.60
39	EA	360	5000	AIR FRESHENER REFILL METERED SPRING MINT NILITRON #1297 MMC	\$3.70	\$2.53	\$3.99	\$1,332.00	
40	EA	360	5034	ODOR NEUTRALIZER WATER SOLUBLE SPRING MINT NILIUM #128WSW	\$18.75	\$3.61	\$19.99	\$6,750.00	
41	EA	100	5061	WHITE POLISHING PADS 13" PAD 4013	\$1.95	\$1.33	\$1.60		\$160.00

42	EA	100	5024	GYM WIPES 2XL 638
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\$28.17

\$42.99

\$2,817.00

\$10,679.60 \$6,962.96 \$3,231.80

ITEM NO.	UOM	QTY	OUR PART NO.	DESCRIPTION	D&G	American Paper	Pyramid	Unipak	DG low total	Amer. Paper low total	Pyramid low total	Unipak low total
43	EA	240	5040	ROLL TOWELS ONE-PLY HARDWOUND NONPERFORATED BWK 6261	\$3.99	\$3.14	\$4.49		\$957.60			
44	EA	10,000	5041	RUBBERMAID WAXED SANITARY NAPKIN BAGS #6141	\$0.14	\$0.07	\$0.07			\$700.00	\$700.00	
45	EA	80	5057	VACUUM BAGS VERSAMATIC WINDSOR #86000460	\$1.54	\$1.67			\$123.20			
46	EA	80	5059	VACUUM EXHAUST FILTER VERSAMATIC #86141350	\$17.44	\$15.41				\$1,232.80		
47	EA	80	5060	VACUUM MOTOR FILTER VERSAMATIC #86143330	\$7.99	\$7.09				\$567.20		
48	EA	80	5058	VACUUM BRUSH STRIP 14" VERSAMATIC #86002440	\$8.19	\$7.48				\$598.40		
49	EA	800	1581	GLOVES NITRILE DISPOSAL POWDER FREE EXTRA LARGE				\$17.50				\$14,000.00
50	EA	800	1579	GLOVES NITRILE DISPOSAL POWDER FREE LARGE				\$17.50				\$14,000.00
51	EA	800	1580	GLOVES NITRILE DISPOSAL POWDER FREE MEDIUM				\$17.50				\$14,000.00
52	EA	720	5013	DEODORIZER SPRAY RID-Z-ODOR CORE#URODS-02-SF 2 OZ.	\$4.15				\$2,988.00			
53	EA	360	1568	GLASS CLEANER CHAMPION ALL WEATHER VISTA	\$2.89	\$1.94	\$2.42		\$1,040.40			
					\$5,109.20 \$3,098.40 \$700.00 \$42,000.00							



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller for electric meters per the City of Bentonville's specifications in the amount of \$522,738.00. This is a 'Single Source' item in the State of Arkansas.					

Estimated Cost	\$522,738.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
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Waiver of Bid Request

Date of City Council Meeting	12/8/2020
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479-271-3145

Vendor	Mueller Systems, LLC
Total Cost	\$ 522,738.00
Description of Purchase <i>(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):</i>	
Electric Meters of all sizes.	

Justification <i>(Enter justification in space below):</i>
With the current upgrade of the metering system, Mueller Systems will be the single source supplier of electric meters. The meters will be ordered on an as needed basis for 2021.



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M E M O R A N D U M

DATE: December 8, 2020

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Mueller electric meters**

With the current upgrade of the metering system, Mueller Systems, Inc. will be the single source supplier of both the electric and water meters. The meters will be ordered on an as needed basis for 2021.

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY BLOOD

ITEM NO.	QUANTITY	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	1,920	EA.	1796	SMARTMETER 2S FOCUS ENERGY ONLY #MSE-SMFS-2S-B001	\$183.00	\$351,360.00
2	240	EA.	1002	SMARTMETER 2SE CLASS 320 240V #MSE-SHF-2SE-P	\$385.00	\$92,400.00
3	1	EA.	NA	SMARTMETER 2S AX DISCONNECT #MSE-SHFD-2S-P	\$580.00	\$580.00
4	1	EA.	1798	SMARTMETER 3S PLASTIC 120V ENERGY ONLY #MSE-SHF-3S-P	\$377.00	\$377.00
5	1	EA.	1810	SMARTMETER L&G C&I 9S PLST ENERGY W/DEMAND #MSE-CHS-9S-P	\$693.00	\$693.00
6	16	EA.	1808	SMARTMETER L&G C&I 16S PLST ENERGY W/DEMAND #MSE-CHS-16S-P	\$693.00	\$11,088.00
7	48	EA.	1800	SMARTMETER C&I 16SE PLSTC ENERGY W/DEMAND #MSE-CHS-16SE-P	\$746.00	\$35,808.00
8	28	EA.	1806	SMARTMETER H L&G 12S PLSTC ENERGY #MSE-NHF-12S-P	\$478.00	\$13,384.00
9	8	EA.	1805	SMARTMETER H C&I 12SE PLSTC ENERGY W/DEMAND #MSE-CHS-12SE-P	\$740.00	\$5,920.00
10	1	EA.	1797	SMARTMETER 2K CLASS 480 240V/3W #MSE-SHF-2SE-P	\$385.00	\$385.00
11	8	EA.	1809	SMARTMETER L&G C&I 4S/5S PLST ENERGY W/DEMAND #MSE-CHS-5S-P	\$635.00	\$5,080.00
						\$517,075.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF ELECTRIC METERS FOR THE CITY OF BENTONVILLE FROM MUELLER SYSTEMS AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of electric meters for the City of Bentonville from Mueller Systems in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller for water meters per the City of Bentonville's specifications in the amount of \$289,200.00. This is a 'Single Source' item in the State of Arkansas.					

Estimated Cost	\$289,200.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
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Waiver of Bid Request

Date of City Council Meeting	12/8/2020
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479-271-3145

Vendor	Mueller Systems, LLC
Total Cost	\$ 289,200.00

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

All water meters smaller than a 2" size.

Justification *(Enter justification in space below):*

With the current metering system, Mueller will be the single source supplier of water meters. The meters will be ordered on an as needed basis for 2021.



117 West Central Avenue, Bentonville, AR 72712

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PLEASE RECYCLE



M E M O R A N D U M

DATE: December 8, 2020

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Mueller Water Meters**

Mueller is the single source supplier of water meters. The meters will be ordered on an as needed basis for 2021.

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY BLOOD

MUELLER WATER METERS 2021

ITEM NO.		UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	1,000	EA.	4377	METER 5/8 X 3/4 420B, BB, SSR, 5' NODE VOGB237 (with V4 NODES)	\$235.00	\$235,000.00
3	50	EA.	4375	METER 1" 452, IB, SSR, 5' NODE VOKS137 (with V4 NODES)	\$334.00	\$16,700.00
4	300	EA.	4586	MOUNTING KIT MI.NET TTL MS-TTL-A	\$15.00	\$4,500.00
5	300	EA.	4399	NODE ONLY 3' WIRE MSW-NODE6-05 (with V4 NODES)	\$110.00	\$33,000.00
						\$289,200.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF WATER METERS FOR THE CITY OF BENTONVILLE FROM MUELLER SYSTEMS AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of water meters for the City of Bentonville from Mueller Systems in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance authorizing the Mayor and City Council to enter into an agreement with Core and Main for Sensus 2" and larger water meters per the City of Bentonville's specifications in the amount of \$86,655.80. This is a 'Single Source' item in the State of Arkansas.					

Estimated Cost	\$86,655.80
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



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Waiver of Bid Request

Date of City Council Meeting	12/8/2020
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479-271-3145

Vendor	Core and Main, LP
Total Cost	\$ 86,655.80
Description of Purchase <i>(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):</i>	
All water meters including 2" and larger.	

Justification <i>(Enter justification in space below):</i>
With the current metering system, Core and Main will be the single source supplier of Sensus water meters. The meters will be ordered on an as needed basis for 2021.



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M E M O R A N D U M

DATE: December 8, 2020

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Sensus Water Meters**

Core and Main is the single source supplier of Sensus water meters 2" and larger. The meters will be ordered on an as needed basis for 2021.

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY BLOOD

SENSUS WATER METERS 2021

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST
1	85	EA	4002	2" T2 OMNI METER T21G1BA	\$882.00
2	1	EA	4004	3" T2 OMNI METER T31G1BA	\$1,114.00
3	2	EA	4376	4" T2 OMNI METER T41G1AA	\$2,155.00
4	1	EA	4007	6" T2 OMNI METER T61G1AA	\$3,865.00
5	1	EA		8" T2 OMNI METER T81G1AA	\$6,555.00
6	1	EA		10" T2 OMNI METER TA1G1AA	\$8,535.00
7	5	EA	4001	2" T2 DROP ASSEMBLY T29G1BA	\$700.00
8	1	EA	4003	3" T2 DROP ASSEMBLY T39G1BA	\$805.50
9	2	EA	4005	4" T2 DROP ASSEMBLY T49G1AA	\$810.50
10	2	EA	4006	6" T2 DROP ASSEMBLY T69G1AA	\$1,520.30
11	1	EA		8" T2 DROP ASSEMBLY T89G1AA	\$1,963.50
12	1	EA		10" T2 DROP ASSEMBLY TA9G1AA	\$1,963.50
					\$30,869.30

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY BLOOD

SENSUS WATER METERS 2021

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST
13	1	EA	F2CG1BA	2" F2 OMNI METER	\$1,390.00
14	1	EA	NA	3" F2 OMNI METER	
15	1	EA	F4CG1AA	4" F2 OMNI METER	\$6,130.50
16	1	EA	F6CG1AA	6" F2 OMNI METER	\$9,322.00
17	1	EA	FA8CG1AA	8" F2 OMNI METER	\$12,210.50
18	1	EA	FACG1AA	10" F2 OMNI METER	\$17,463.50
19	1	EA	F29G1BA	2" F2 DROP ASSEMBLY	
20	1	EA	NA	3" F2 DROP ASSEMBLY	
21	1	EA	F49G1AA	4" F2 DROP ASSEMBLY	\$1,461.50
22	1	EA	F69G1AA	6" F2 DROP ASSEMBLY	\$2,238.50
23	1	EA	F89C1AA	8" F2 DROP ASSEMBLY	\$2,785.00
24	1	EA	FA9G1AA	10" F2 DROP ASSEMBLY	\$2,785.00
					\$55,786.50

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF SENSUS WATER METERS FOR THE CITY OF BENTONVILLE FROM CORE AND MAIN AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of SENSUS water meters for the City of Bentonville from Core and Main in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance authorizing the Mayor and City Council to enter into an agreement with Holophane Lighting for decorative light fixtures/poles per the City of Bentonville's specifications in the amount of \$1,462,760.00. This is a 'Single Source' item in the State of Arkansas.					

Estimated Cost	\$1,462,760.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Waiver of Bid Request

Date of City Council Meeting	12/8/2020
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479-271-3145

Vendor	Holophane Lighting
Total Cost	\$ 1,462,760.00
Description of Purchase <i>(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):</i>	
All decorative lighting poles and fixtures within the City of Bentonville.	

Justification <i>(Enter justification in space below):</i>
With the current lighting system, Holophane will be the single source supplier for decorative lights. The lights will be ordered on an as needed basis for 2021.



117 West Central Avenue, Bentonville, AR 72712
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PLEASE RECYCLE



M E M O R A N D U M

DATE: December 8, 2020

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Decorative Lighting - Holophane**

The City of Bentonville recommends waiver the bid for decorative lighting in the total amount of \$1,462,760.00. This is for the City of Bentonville's standardized approved lighting for developments and roadways.

Holophane Ornamental Lighting in the amount of \$1,462,760.00

This waiver is for one year, January-December 2021. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
POLES						
1	200	BEN-1745	WDA12F5J17P07LABBK	Wadsworth, 12', 5" Fluted, Cast Aluminum, Black	\$ 769.00	\$ 153,800.00
2	15	BEN-1742	NYA12F5J17P07LAB	North Yorkshire, 12', 5" Fluted, Cast Aluminum, 17" Diameter Base, Black	\$ 961.00	\$ 14,415.00
3	15	BEN-1737	CHA12F5J16P07LABBK	Charleston Series Pole, 12' Tall, 5" Fluted Shaft, 16" Diameter Base, Cast Aluminum, Black Finish	\$ 1,099.00	\$ 16,485.00
4	10	BEN-1794	WDA12L4E17P07LABBK	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, 17" DIAMETER BASE, FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 980.00	\$ 9,600.00
5	5	BEN-1793	WDA12L4E17P07LABBKR	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, PROVISION FOR RECEPTACLE, 17" DIAMETER BASE, FINISHED HOLOPHANE BLACK	\$ 988.00	\$ 4,940.00
6	5	BEN-1792	WDA08L4E17P07LABBK	SITELINK SL4 SERIES ALUMINUM POLE, 8' TALL, 3"X3" TENON, 17" DIAMETER BASE, FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 850.00	\$ 4,250.00
7	5	BEN-1781	CHA12L4E12P01LABBK	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, PLAIN POLE CAP, 12" DIAMETER BASE, FINISHED HOLOPHANE BLACK, CHARLESTON BASE	\$ 1,099.00	\$ 5,495.00
8	5	BEN-1790	CHA 12 L4E 12 P07 LAB BK	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, 12" DIAMETER CHARLESTON BASE, FINISHED HOLOPHANE BLACK	\$ 1,099.00	\$ 5,495.00
9	10	BEN-1740	FTA30E1-P9-BK-R	FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, PROVISION FOR RECEPTACLE, BLACK	\$ 3,033.00	\$ 30,330.00
10	10	BEN-1518	FTA30E1-P9-BK	FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, BLACK	\$ 3,033.00	\$ 30,330.00
11	10	BEN-2098	WDA12F5J17P11LABBK	WADSWORTH CAST ALUMINUM POLE, 12' TALL, 5" STRAIGHT FLUTED SHAFT WITH A 4.38"X12" TENON, 17" DIAMETER. BASE, FINISHED HOLOPHANE BLACK, TYPICALLY USED WITH HALLBROOK	\$ 940.00	\$ 9,400.00
12	10	BEN-1718	RTS3066BP2NDGR	30FT, 6.6 x 2.4 x 11 Gauge Wall: Tenon 2.380.D. X 4inch LG., No Drill Pattern, Gray Paint, Less Anchor Bolts	\$ 844.00	\$ 8,440.00

11/21/2020

\\chpublicsv01\Public\Inventory Warehouse\2021 Blankets\Agendas-Waiver of Bids-Bid Tabs\Holophane Blanket 2021.xls

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
13	10	BEN-1242	CLS22FTB24P07LABBKR	COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"x3" TENON, PROVISION FOR RECEPTACLE, 24" DIAMETER BASE, FINISHED HOLOPHANE BLACK	\$ 2,706.00	\$ 27,060.00
14	200	BEN-1738	CLS22FTB24P10LABBK	COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"x 9" TENON, 24" DIAMETER BASE, FINISHED HOLOPHANE BLACK, LESS ANCHOR BOLTS	\$ 2,706.00	\$ 541,200.00
15	30	BEN-1243	C26CSBU055A	COLUMBIA SERIES CAST ALUMINUM CLAMSHELL BASE, 26" DIAMETER, FINISHED HOLOPHANE BLACK, DESIGNED TO FIT AROUND POLE #FTA30E1F1U931C	\$ 1,968.00	\$ 59,040.00
FIXTURES						
16	100	BEN-1584	GVD3 P40 40K MVOLT MS GL3LU BK PR7 PCLL	Granville LED Performance Package 40, 4000 Series CCT, Auto-Sensing Voltage (120-277), Modern Style - Swing Open Design, Black, Symmetric Lunar Optic Type V, No Trim, No Finial, No Trim and Clear or No Finial, NEMA Twistlock Photocontrol Receptacle, Extended Lift Option with AS (120-277 V only)	\$ 709.00	\$ 70,900.00
17	200	BEN-2255	MGLEDM P5 40K MVOLT MR VH BKSD PR7 PCLL	MONGOOSE FIXTURE: LED MEDIUM (MGLEDM) 28,300 LUMENS, 4000K CCT, AUTO-SENSING VOLTAGE (120 THRU 277), MEDIUM ROADWAY, VERTICAL TENON/HORIZONTAL ARM, VITRACOAST SDRC BLACK, 7 PIN, NEMA PHOTOCONTROL RECEPTACLE, DLL, PHOTOCONTROL	\$ 649.00	\$ 129,800.00
18	10	BEN-1600	GS100HPMC2BS51NHP	Hallbrook(R) GlasWerks II (GS) : GS,100W High Pressure Sodium, Mogul Base, Multivolt 120, 208, 240, 277V Factory wired for 240V Only. UL listed, Pendant 1.5 NPT, Black, Standard, 4551 Asymmetric Distribution, None, NEMA Twistlock Photocontrol Receptacle, Protected Starter	\$ 990.00	\$ 9,900.00

11/21/2020

\\chpublicsvr01\Public\Inventory Warehouse\2021 Blankets\Agendas-Waiver of Bids-Bid Tabs\Holophane Blanket 2021.xls

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
19	10	BEN-2093	GVU100HPMAB7RSGHP	Utility Granville (GVU) : Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt, 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, Lunar Optics Asymmetric, IES Type III Distribution, Ribs and Bands, Painted Cast Aluminum Standard, Gold NEMA twistlock photocontrol receptacle, Protected Starter	\$ 1,015.00	\$ 10,150.00
20	10	BEN-1927	GVU 100HP MA B 7 S S B H P	Syracuse, with Utility Granville Optic (GVU): Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, Lunar Optics Asymmetric, IES Type III Distribution, Syracuse Style with Cover, Painted Cast Aluminum Standard Finish, Black, NEMA twistlock photocontrol receptacle	\$ 1,067.00	\$ 10,670.00
21	10	BEN-2092	ARU100HPMABG3SHP	Utility Arlington (ARU) : ARU, 100W High Pressure Sodium, Mogul Base, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, black, Asymmetric Glass Refractor, Spike Finial, NEMA twistlock photocontrol receptacle, Protected Starter	\$ 851.00	\$ 8,510.00
22	30	BEN-1939	TUB4SS	TEARDROP UTILITY OPTICAL ASSEMBLY ONLY, TYPE 4 DISTRIBUTION TEARDROP STYLE OPTIC, SHALLOW SKIRT, FINISHED BLACK	\$ 414.00	\$ 12,420.00
23	30	BEN-1676	TUB250HPMAB4PSR	MEMPHIS UTILITY ELECTRICAL ASSEMBLY ONLY, 250W HPS, MULTI-TAP WIRED TO 120V, BLACK FINISH, PROTECTED STARTER, PHOTOCONTROL RECEPTACLE (LESS PHOTOCONTROL	\$ 741.00	\$ 22,230.00
ARMS						
24	200	BEN-1036	WLLF 200 S CA BK	ARM LEVELING FITTER: WEST LIBERY DECORATIVE ARM FITTER, SPLIFT 2" NOMINAL PIPE, SWIVEL, CAST ALUMINUM, BLACK	\$ 157.00	\$ 31,400.00
25	10	BEN-1227	CSC30CABKH	Cincinnati Series Crossarm (CSC) : CSC30 (Two at 180), CA, Black	\$ 585.00	\$ 5,850.00
26	10	BEN-1234	C30CABKH	Cleveland Series Crossarm (C) : C30 (Two at 180), CA, Black	\$ 690.00	\$ 6,900.00

11/21/2020

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Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
27	10	BEN-1038	WLC144/2CABKH	WLC144/2CABKH WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 144" Roadway Arm For 2 Units at 180, Cast Aluminum, Black, REQUIRES A 3"X9" TENON	\$ 1,321.00	\$ 13,210.00
28	200	BEN-2239	WLC48/1CABKH	ARM WLC SERIES, ROADWAY ARM 48" ONE WAY ARM, CAST ALUM, BLACK, REQUIRES A 3" X 9" TENON	\$ 741.00	\$ 148,200.00
29	60	BEN-1039	WLC72/1CABKH	WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 72" Roadway One Way Arm, Cast Aluminum, Black REQUIRES A 3"X9" TENON	\$ 1,025.00	\$ 61,500.00
List of misc. LED fixtures in this section - 12 items						
30	10	BEN-2259	MGLEDMLTS GRSD	LIGHT TRESSPASS SHIELD GRAY	\$ 38.00	\$ 380.00
31	10	BEN-2260	MGLEDMHSS	HOUSE SIDE SHIELD	\$ 41.00	\$ 410.00

\$ 1,462,760.00

11/21/2020

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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF ORNAMENTAL LIGHTING FIXTURES FOR THE CITY OF BENTONVILLE AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of Holophane ornamental lighting fixtures from Holophane Ornamental Lighting as per the Proposal attached hereto as Exhibit A.

Section 2: Because these fixtures are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☒ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Change order to Ampirical contract for engineering services for Substation "I" to reduce the amount by \$169,780.00.					

Estimated Cost	(\$169,780.00)
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



MEMORANDUM

DATE: December 8, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Change Order to Ampirical Engineering Contract

BEUD recommends approval of the change order to Ampirical's contract for the engineering services for Substation "I" by reducing it by \$169,780.00.

At the August 11 City Council, Ampirical's contract for the engineering for Substation "I" was approved for \$352,328.00. After reviewing the timing of the engineering services (in conjunction with the WMT Campus plans and review), the decision was made to bring a portion of the engineering work (specifically the SCADA relay and setting design/drawings) in-house. By bringing this work in-house, BEUD is able to reduce the contract amount by \$169,780.00, thus saving the City money.

This engineering will be performed in 2021.

	CHANGE ORDER BEUD WMT T-Line/Substation Relocation		Doc. No.:	20081-BEUD-CO-PM-001	
			Project No.:	20081.07	
			Client A/E:	TBD	
			Rev. No./Date:	1	11/19/2020
			Issue for:	Approval	
	File Loc.:				
To: Travis Matlock, PE Electric Utility Director City of Bentonville 3200 Municipal Drive Bentonville, AR 72712 Phone: (479) 271-5941 tmatlock@bentonvillear.com					
Description of Change: Remove Substation "I" Relay Engineering from scope. BEUD will self-perform work.					
Estimated Change Costs:					
Total				\$	(169,780)
				\$	(169,780)
Client Comments:					
WE AGREE hereby to make the change(s) specified above at this price				\$	(169,780)
Date:		PREVIOUS CONTRACT AMOUNT		\$352,328	
Authorized Signature (Amprical)		NEW CONTRACT TOTAL		\$182,548	
ACCEPTED - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.					
Date of Acceptance: _____ Signature: _____ (Name, Title) Contractor, Authorizing Agent					
4 Sanctuary Boulevard, Mandeville, LA 70471 Phone (985) 809-5240 Fax (985) 809-5250					



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Water Department
Submitted by	Mike Bender
Phone	(479) 271-6873

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance approval requested by Staff amending Section 98-356 Monthly Water Rates of the Municipal Code, fixing rates for water to be furnished by the waterworks system of the City of Bentonville, and pertaining to other matters relating thereto. Proposed rate adjustments align with the 4% increase in 2021 and 4% increase in 2022 as presented in the Water Rate Analysis prepared by Raftelis and presented to City Council October 27, 2020.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memo



To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: November 21, 2020

Re: Water Rate Ordinance

Staff is requesting approval of an ordinance amending Section 98-356 Monthly Water Rates of the Municipal Code, fixing rates for water to be furnished by the waterworks system of the City of Bentonville, and pertaining to other matters relating thereto. Proposed rate adjustments align with the 4% increase in 2021 and 4% increase in 2022 as presented in the Water Rate Analysis prepared by Raftelis and presented to City Council October 27, 2020.

The City conducted water rate studies in 2009 and 2015. The 2009 rate study resulted in rate restructuring and a 4% increase resulting from the restructuring in 2009 followed by 3% increases in 2010 and 2011. No adjustments were made as a result of the 2015 study. Water rates have remained the same since 2011 with the exception of the pass through of increases for Beaver Water District. Per our rate ordinance, increases in Beaver Water District rates are passed on to our customers including wholesale customers. Beaver Water District increases are typically \$0.02-\$0.03/1,000 gallons annually although they did not have increases in 2010 or 2021.

This ordinance does not include adjustments for wholesale customers since they are regulated by specific contracts. Raftelis' report does recommend adjustments to some of the City's wholesale customers which will be handled separately and according to their specific contracts.

Remember a 4% increase does not mean everyone will see a 4% increase. The 4% references the need to increase total revenue by 4% and that increase is allocated to different classes/wholesale customers based on their impacts to the waterworks system. Most residential customers will see approximately a 4% increase while commercial will not see any increase other than Beaver Water District increases, and irrigation will see a significant increase. Regarding wholesale, Cave Springs will see a significant increase, Bella Vista POA will see a slight decrease in their wheeling charge per our contract, and Oakhills and Old Bella Vista POA will not see change.

Thank you for your consideration of this request.

Sec 98-356 Monthly Water Rates

- a.) Commencing with bills due on or after ~~February~~ ~~October~~ 1, ~~2021~~~~2009~~, the following rates be, and there are hereby, fixed as rates to be charged for water furnished by the waterworks system of the city, which rates the city council finds and declares to be reasonable and necessary minimum rates to be charged:

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

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

- a. *Customers inside city limits:*

Residential Customer	
5/8-inch meter	\$ 7.71 7.20
3/4-inch meter	\$ 7.71 7.20
1-inch meter	\$ 19.28 18.00
1-1/2-inch meter	\$ 83.55 78.00
2-inch meter	\$ 89.98 84.00
3-inch meter	\$ 134.97 126.00
4-inch meter	\$ 385.63 360.00
6-inch meter	\$ 835.54 780.00
Commercial Customer	
5/8-inch meter	\$ 7.71 7.20
3/4-inch meter	\$ 7.71 7.20
1-inch meter	\$ 19.28 18.00

1-1/2-inch meter	\$ <u>83.55</u> 78.00
2-inch meter	\$ <u>89.98</u> 84.00
3-inch meter	\$ <u>134.97</u> 126.00
4-inch meter	\$ <u>385.63</u> 360.00
6-inch meter	\$ <u>835.54</u> 780.00
Irrigation Customer	
5/8-inch meter	\$ <u>10.14</u> 8.30
3/4-inch meter	\$ <u>10.14</u> 8.30
1-inch meter	\$ <u>25.66</u> 21.00
1-1/2-inch meter	\$ <u>109.97</u> 90.00
2-inch meter	\$ <u>118.52</u> 97.00
3-inch meter	\$ <u>177.16</u> 145.00
4-inch meter	\$ <u>507.06</u> 415.00
6-inch meter	\$ <u>1099.64</u> 900.00

b. *Customers outside city limits:* All customers outside the city limits receiving electric and water and sewer service, or any of them, from the city, shall be charged an additional monthly service charge of \$4.00.

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

a. *Customers inside city limits:*

Gallons of Consumption	Per 1,000 Gallons
Residential Customer	

0—4,000	\$ 3.58 <u>2.90</u>
4,001—10,000	\$ 3.93 <u>3.35</u>
Over 10,000	\$ 5.43 <u>4.90</u>
Commercial Customer	
All consumption	\$ 3.76 <u>3.34</u>
Irrigation Customers	
All consumption	\$ 4.73 <u>3.95</u>

b. *Customers outside city limits:*

Gallons of Consumption	Per 1,000 Gallons
Residential Customer	
0—4,000	\$ 4.30 <u>3.48</u>
4,001—10,000	\$ 4.72 <u>4.02</u>
Over 10,000	\$ 6.52 <u>5.88</u>
Commercial Customer	
All consumption	\$ 4.51 <u>4.01</u>
Irrigation Customers	
All consumption	\$ 5.68 <u>4.74</u>

- b.) Commencing with bills due on or after ~~January 1, 2022~~March 1, 2010, the following monthly rates be, and they are hereby, fixed as rates to be charged for water furnished by the waterworks system of the city, which rates the city council finds and declares to be reasonable and necessary minimum rates to be charged:

The charges for water service and water usage for each customer shall be determined each month

and shall be the sum of: 1) a service charge based on the customer's classification and meter size in accordance with the rates of Schedule C, below; and 2) a user charge based on the customer's metered water usage and computed using the rates of Schedule D, below:

1. *Schedule C:* The monthly service charge will be billed according to the customer's usage classification and size of the meter. This charge will be in addition to monthly water usage and will be billed at the following rates:
 - a. *Customers inside city limits:*

Residential Customer	
5/8-inch meter	\$ <u>7.71</u> 7.49
3/4-inch meter	\$ <u>7.71</u> 7.49
1-inch meter	\$ <u>19.28</u> 18.72
1-1/2-inch meter	\$ <u>83.55</u> 81.12
2-inch meter	\$ <u>89.98</u> 87.36
3-inch meter	\$ <u>134.97</u> 131.04
4-inch meter	\$ <u>385.63</u> 374.40
6-inch meter	\$ <u>835.54</u> 811.20
Commercial Customer	
5/8-inch meter	\$ <u>7.71</u> 7.49
3/4-inch meter	\$ <u>7.71</u> 7.49
1-inch meter	\$ <u>19.28</u> 18.72
1-1/2-inch meter	\$ <u>83.55</u> 81.12
2-inch meter	\$ <u>89.98</u> 87.36
3-inch meter	\$ <u>134.97</u> 131.04

4-inch meter	\$ 385.63 <u>378.40</u>
6-inch meter	\$ 835.54 <u>811.20</u>
Irrigation Customer	
5/8-inch meter	\$ 11.39 <u>8.63</u>
3/4-inch meter	\$ 11.39 <u>8.63</u>
1-inch meter	\$ 28.83 <u>21.84</u>
1-1/2-inch meter	\$ 123.52 <u>93.60</u>
2-inch meter	\$ 133.13 <u>100.88</u>
3-inch meter	\$ 199.00 <u>150.80</u>
4-inch meter	\$ 569.56 <u>431.60</u>
6-inch meter	\$ 1235.19 <u>936.00</u>

- b. *Customers outside city limits:* All customers outside the city limits receiving electric and water and sewer services, or either of them, from the city, shall be charged an additional monthly service charge of \$4.00.

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

- a. *Customers inside city limits:*

Gallons of Consumption	Per 1,000 Gallons
Residential Customer	
0—4,000	\$ 3.69 <u>3.02</u>
4,001—10,000	\$ 4.08 <u>3.48</u>

Over 10,000	\$5.43 5.10
Commercial Customer	
All consumption	\$3.76 3.46
Irrigation Customers	
All consumption	\$5.13 4.11

b. *Customers outside city limits:*

Gallons of Consumption	Per 1,000 Gallons
Residential Customer	
0—4,000	\$4.43 3.62
4,001—10,000	\$4.90 4.18
Over 10,000	\$6.52 6.12
Commercial Customer	
All consumption	\$4.51 4.18
Irrigation Customers	
All consumption	\$6.16 4.93

c.) ~~Commencing with bills due on or after January 1, 2011, the following monthly rates be, and they are hereby, fixed as rates to be charged for water furnished by the waterworks system of the city, which rates the city council finds and declares to be reasonable and necessary minimum rates to be changed: The charges for water service and water usage for each customer shall be determined each month and shall be the sum of: 1) a service charge based on the customer's classification and meter size in accordance with the rates of Schedule E, below; and 2) a user charge based on the customers metered water usage and computed using the rates of Schedule F, below:~~

~~1. Schedule F: In addition to the monthly service charge, each customer shall be billed for water consumption based on the following schedule of rates:~~

~~a. Customers inside city limits:~~

Gallons of Consumption	Per 1,000 Gallons
Residential Customer	
0—4,000	\$3.11
4,001—10,000	\$3.58
Over 10,000	\$5.25
Commercial Customer	
All consumption	\$3.58
Irrigation Customers	
All consumption	\$4.23

b. —Customers outside city limits:

Gallons of Consumption	Per 1,000 Gallons
Residential Customer	
0—4,000	\$3.73
4,001—10,000	\$4.30
Over 10,000	\$6.30
Commercial Customer	
All consumption	\$4.30
Irrigation Customers	
All consumption	\$5.08

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 98-356 OF THE
BENTONVILLE MUNICIPAL CODE PERTAINING TO
WATER RATES.**

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

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

Section 2: That all ordinances or parts of ordinances in conflict herewith should be and the same are hereby repealed.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Water Resource Recovery Facility
Submitted by	Nancy Busen
Phone	479-271-6749

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing a Professional Services Agreement with Hawkins - Weir Engineering for Amendment No. 2 of the Bentonville WWTP Capital Improvement Plan Project in an amount not to exceed \$108,900.00.					

Estimated Cost	\$108,900.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	
2021 Budgeted item.	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memo

To: City Council, Mayor Orman

CC: Mike Bender

From: Nancy Busen, Water Resource Recovery Facility

Date: Dec. 8, 2020

Re: Resolution with Hawkins – Weir Engineering for Professional Services

A Resolution for a Professional Services Agreement with Hawkins – Weir Engineering in an amount not to exceed \$108,900.00 for Amendment No. 2 of the Bentonville WWTP Capital Improvement Plan.

This is a 2021 Budgeted item.

Thank you for your consideration.



**AMENDMENT NO. 2
SCOPE OF SERVICES
BENTONVILLE WWTP CAPITAL IMPROVEMENT PLAN
HWEI PROJECT NO. 2018055
AUGUST 31, 2020**



Engineer shall provide Basic Services as set forth below.

1. Prepare a Technical Memorandum evaluating the necessary improvements to the secondary clarification, tertiary treatment, and disinfection stages of the Bentonville WWTP based on a reduced flow rate from the gravity collection system only with the assumption that the existing pumped flow from the North Lift Station and the McKissic Lift Station will be diverted to the Northwest Arkansas Conservation Authority (NACA) WWTP.
 - a. Develop flow projections for the gravity flow to the WWTP based on historical flow data using the assumptions identified as part of the Draft Capital Improvement Plan (CIP). Determine baseline gravity flow by subtracting historical flow from the North Lift Station and McKissic Lift Station from the total historical WWTP influent flow. The Owner has agreed to install a temporary meter at the North Lift Station to assist in establishing this baseline gravity flow.
 - b. Develop a revised hydraulic profile of the plant beginning at the aeration basins and terminating at the receiving stream based on the reduced flow projections.
 - c. Develop a revised process flow diagram incorporating any revisions to the treatment process identified in the Draft CIP.
 - d. Secondary Clarification: The Technical Memorandum will evaluate the secondary clarification capacity needed to treat the reduced flow projections. This evaluation will include a recommendation on the number and size of the secondary clarifiers, a review of possible site layout options, and a revised cost estimate for the recommended improvements.
 - e. Filtration: The Technical Memorandum will update the filtration size recommendations from the Draft CIP based on the reduced projected flow. The cost estimate for the Tertiary Filter will also be updated based on revised filter sizing requirements. The location of the tertiary filter and the configuration of the structure proposed in the Draft CIP will be reviewed as part of the Technical Memorandum.
 - f. Disinfection: The Technical Memorandum will update the UV Disinfection capacity recommendations from the Draft CIP based on the reduced projected flow. An updated cost estimate will be included in the Technical Memorandum based on the revised process capacity.
 - g. Post-Aeration: The Technical Memorandum will update the Post-Aeration capacity recommendations for the Draft CIP based on the reduced projected flow. An updated cost estimate will be included in the Technical Memorandum based on the revised process capacity.
 - h. Effluent Pumping: The capacity of the Effluent Pump Station recommended in the Draft CIP will be evaluated and the number of pumps needed to address the projected range of flows considered as part of the Technical Memorandum. The cost estimate and location of the proposed pump station will also be reviewed.

- i. Plant Water Pump Station: The cost of the proposed improvements to the Plant Water Pump Station and water distribution system from the Draft CIP will be incorporated into the overall cost in the Technical Memorandum.
 - j. Administration/Laboratory Building: The cost of the proposed improvements to the Administration/Laboratory Building from the Draft CIP will be incorporated into the overall cost in the Technical Memorandum
 - k. Stand-By Power: The standby power requirements will be reviewed based on any changes in electrical demand resulting from the reduced flow projections. The cost estimate and location of the proposed improvements will also be considered as part of the Technical Memorandum.
 - l. Other Considerations: The Technical Memorandum will evaluate whether reductions in process unit size will allow for an alternative site layout that does not require the demolition of the existing Maintenance Building, the reconfiguration of the existing Vehicle Storage Building, and the construction of the proposed Vehicle and Equipment Storage Buildings. The Technical Memorandum will also incorporate the conceptual costs developed in the Draft CIP for the site paving, potable and non-potable water system improvements, and the digester valve vaults into the overall cost estimate.
2. Study and evaluate the potential solutions to meet Owner's Project requirements for each of the areas of consideration. Consideration of options will include site layout, hydraulics, piping, structural limitations, electrical needs, constructability, redundancy, maintenance of plant operations, and schedule constraints.
 3. Prepare a Technical Memorandum which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution. For the recommended solution, Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 4. Prepare a set of 15% Design Drawings based on the recommendations in the Technical Memorandum.
 5. Furnish six (6) review copies of the Technical Memorandum and 15% Design Drawings to Owner within four (4) months of the Effective Date of this Amendment and review it with the Owner. Within 30 days of receipt, the Owner shall submit to Engineer any comments regarding the project deliverables.
 6. Revise the project deliverables in response to Owner's comments, as appropriate, and furnish six (6) copies of the Technical Memorandum and 15% Design Drawings to the Owner within 60 days of receipt of Owner's comments.



Amendment No. 2
Scope of Services Fee Proposal Summary
Bentonville WWTP Capital Improvement Plan
HWEI Project No. 2018055
August 31, 2020



A. Task 5 - WWTP Reduced Flow Alternative Evaluation

Task	Engineer VII	Engineer V	Engineer IV	Designer II	Technician III	Technician I	Totals
1. Influent Flow Projections							
a. Develop new influent flow projections for gravity flow only to the WWTP			8			8	16
2. Hydraulic Profile							
a. Update the Excel based hydraulic model based on the reduced influent flow projections			8				8
b. Verify and calibrate model	4		4				8
3. Process Flow Diagram							
a. Update the process flow diagram of the Plant			2		4		6
4. Site Plan							
a. Prepare a revised site plan using record drawings, aerial photos, and the existing survey data	4		24	8	40		76
5. Secondary Clarifiers							
a. Determine the required capacity of the secondary clarifiers based on the reduced influent flow projections			8				8
b. Evaluate the recommendations in the Draft CIP and determine if any changes are necessary			4				4
c. Evaluate the potential option of a smaller diameter third secondary clarifier			4				4
d. Obtain pricing for new smaller diameter secondary clarifier mechanism			2				2
e. Determine the RAS pumping requirements for a smaller secondary clarifier			4				4
f. Make a recommendation for secondary clarifier improvements			8				8
g. Prepare a conceptual cost estimate for the recommended improvements		4	8				12
h. Prepare 15% drawings (plan & section, site plan) for secondary clarifier improvements	4	4	16		40		64
6. Filtration							
a. Determine the required capacity of the tertiary filters based on the reduced influent flow projections			4				4
b. Evaluate the filtration recommendations in the Draft CIP and revised the filter design based on the reduced influent projections			4				4
c. Obtain pricing for tertiary filtration equipment			4				4
d. Explore potential locations for the smaller tertiary filters			8				8
e. Make recommendation for filtration improvements			4				4
f. Prepare a conceptual cost estimate for any recommended improvements		4	8				12
g. Prepare 15% mechanical drawings (plan & section, site plan) for filtration improvements	4	4	16		40		64
7. UV Disinfection							
a. Determine the required capacity of the UV disinfection system based on the reduced influent flow projections			4				4
b. Obtain pricing for UV disinfection equipment based on the revised capacity requirements			4				4
c. Prepare a layout option based on the proposed UV equipment channel requirements			8				8
d. Make a recommendation for UV disinfection improvements			4				4
e. Prepare a conceptual cost estimate for any recommended improvements		4	8				12
f. Prepare 15% mechanical drawings (plan & section, site plan) for the UV disinfection improvements	4	4	8		24		40
8. Post-Aeration							
a. Determine the required capacity of the post-aeration system based on the reduced influent flow projections			4				4
b. Obtain pricing for post-aeration equipment based on the revised capacity requirements			4				4
c. Prepare a layout option based on the proposed post-aeration channel requirements			8				8
d. Make a recommendation for post-aeration improvements			4				4
e. Prepare a conceptual cost estimate for any recommended improvements		4	8				12
f. Prepare 15% mechanical drawings (plan & section, site plan) for the post-aeration improvements	4	4	8		24		40



Amendment No. 2
Scope of Services Fee Proposal Summary
Bentonville WWTP Capital Improvement Plan
HWEI Project No. 2018055
August 31, 2020



A. Task 5 - WWTP Reduced Flow Alternative Evaluation (Continued)

Task	Engineer VII	Engineer V	Engineer IV	Designer II	Technician III	Technician I	Totals
9. Effluent Pump Station							
a. Determine design minimum, maximum and average flow rate based on the reduced WWTP flow projections			8				8
b. Determine the required TDH range			4				4
c. Determine the optimum pump station configuration based on the range of flows and HI Standards			4				4
d. Obtain manufacturer budget proposals			4				4
e. Revise the wetwell layout identified in the Draft CIP based on the selected pumps			4				4
f. Make a recommendation for effluent pump station improvements			8				8
g. Prepare a conceptual cost estimate for any recommended improvements		4	8				12
h. Prepare 15% drawings (plan & section, site plan) for the effluent pump station improvements	4	4	8		24		40
10. Other Ancillary Improvements							
a. Update the cost estimate for the site paving improvements based on the revised site layout			8		8		16
b. Update the cost estimate for the potable and non-potable water distribution system improvements based on the revised site layout			4				4
c. Evaluate the site layout to determine if the recommended improvements can be constructed without the replacement of the existing Maintenance Building	4		16				20
11. Stand-By Power Evaluation							
a. Evaluate projected electrical demands and determine if any changes are required to the proposed stand-by power systems			24		16		40
12. Prepare a Technical Memorandum with Recommendations	16	8	40		24	16	104
13. Internal QA/QC	24	4	8			16	52
14. Conduct Workshop to present the Technical Memorandum	8	4	8				20
Total Hours	80	80	360	8	244	40	812
Total Cost - Task 5 WWTP Reduced Flow Alternative Evaluation	\$15,200	\$12,800	\$52,200	\$800	\$18,300	\$2,200	\$101,500

B. Reimbursable Expenses

Item	Description	
1. Reproduction & Printing		\$2,400
2. Outside Services - Architectural (MAHG, Inc.)		\$5,000
Total Estimated Reimbursable Expenses		\$7,400

ENGINEERING SERVICES SUMMARY

A. Task 5 - WWTP Reduced Flow Alternative Evaluation	\$101,500
B. Reimbursable Expenses	\$7,400
Total Engineering Fee - Not to Exceed	\$108,900

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
HAWKINS-WEIR ENGINEERING FOR AMENDMENT NO.
2 OF THE BENTONVILLE WWTP CAPITAL
IMPROVEMENT PLAN PROJECT.**

**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 Hawkins-Weir Engineering for Amendment No. 2 of the Bentonville WWTP Capital Improvement Plan Project, 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



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance approving the 2021 Recreation Program Fees for Bentonville Parks and Recreation.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 16, 2020
Re: City Council approval of an ordinance establishing fees for recreation programs for 2021

Ordinance establishing fees for recreation programs for 2021. Parks and Recreation Advisory Board reviewed and approved these fees at the November meeting.

Annually, as part of the budget process, Parks and Recreation staff builds program budgets for each recreation program. Every expense for these programs are analyzed ensuring that proper fees are being established to cover all related expenses.

Attached is a list of all fees for 2021. As you will see, most fees are the same price as 2020. However, a small number of programs and facilities will see a minimal fee increase to compensate for inflation, minimum wage increases, and program improvements.

Finally, the attached spreadsheet shows a variety of family friendly events that are free to the public. These events include our 4th of July Fireworks and the Lighting of the Square.

If you have any questions regarding this item, please call me at 696.0204 or email jstacey@bentonvillear.com

Attachments:
2021 Program Fee Schedule



Bentonville Parks and Recreation
2021 Recreation Programs - Fee Schedule

Outdoor / DAC Based Recreation Programs	2020 Fees			2021 Fees		
	2020 Member Fees	2020 Non-Member Fees	2020 Non-Resident Fees	2021 Member Fees	2021 Non-Member Fees	2021 Non-Resident Fees
Melvin Ford Aquatic Center						
MFAC - Adult Admission	N/A	\$3.00	N/A	N/A	\$3.00	N/A
MFAC - Youth Admission	N/A	\$2.00	N/A	N/A	\$2.00	N/A
MFAC - Swim Lesson- Group	\$36/\$72	\$40/\$80	N/A	\$36/\$54/\$72	\$40/\$60/\$80	N/A
MFAC- Barracudas	\$65.00	\$75.00	N/A	\$65.00	\$75.00	N/A
MFAC- Pool Rental	\$250-\$500	\$250-\$500	N/A	\$250-\$500	\$250-\$500	N/A
Downtown Activity Center						
DAC Conference Rental	\$20.00	N/A	-	\$30.00	\$40.00	-
DAC Drop-In Day Pass	\$5.00	\$8.00	-	\$5.00	\$8.00	-
Lawrence Plaza						
Lawrence Plaza Skate Rental	N/A	\$2.00	N/A	N/A	\$0.00	N/A
Lawrence Plaza Skate Session	N/A	\$3.00	N/A	N/A	\$7.00	N/A
Lawrence Plaza Season Pass	N/A	\$50.00	N/A	N/A	\$75.00	N/A
Running Programs						
Half Marathon	N/A	\$75; \$95; \$110	N/A	N/A	\$75; \$95; \$110	N/A
Half Marathon Training Program	N/A	\$225.00	N/A	N/A	\$225.00	N/A
Half Marathon 5K	N/A	\$30.00	N/A	N/A	\$30.00	N/A
Valentines 4K/8K	N/A	\$30.00	N/A	N/A	\$30.00	N/A
Irish 5K	N/A	\$30.00	N/A	N/A	\$30.00	N/A
Glow Run	N/A	\$30.00	N/A	N/A	\$30.00	N/A
Worst Race 5K	N/A	\$30.00	N/A	N/A	\$30.00	N/A
Goblin 5K	N/A	\$30.00	N/A	N/A	\$30.00	N/A
Frosty 5K	N/A	\$30.00	N/A	N/A	\$30.00	N/A
Cycling Programs						
Square 2 Square Adult	N/A	\$35.00	N/A	N/A	\$35.00	N/A
Square 2 Square Youth	N/A	\$25.00	N/A	N/A	\$25.00	N/A
Sports Programs						
Little Kicksters	\$75.00	\$100.00	\$100.00	\$140.00		
Youth Soccer (Under 8)	\$75.00	\$100.00	\$85.00	\$125.00		
Youth Soccer (Under 10)	\$90.00	\$130.00	\$100.00	\$140.00		
Youth Soccer (Under 12)	\$90.00	\$130.00	\$100.00	\$140.00		
Youth Soccer (Junior High)	\$90.00	\$130.00	\$100.00	\$140.00		
Youth Soccer (Spring Season Addition)	\$15.00	\$15.00	\$25.00	\$25.00		
Adult Soccer	\$485.00	N/A	\$485.00	N/A		
Spring Softball (6 Under)	\$80.00	\$120.00	\$85.00	\$125.00		
Spring Softball (16 Under)	\$80.00	\$120.00	\$100.00	\$140.00		
Fall Softball Team Fees	\$475.00	N/A	\$475.00	N/A		
Spring Baseball (Under 8)	\$65.00	\$90.00	\$85.00	\$125.00		
Spring Baseball (Under 11)	\$85.00	\$125.00	\$100.00	\$140.00		
Spring Baseball (Under 16)	\$95.00	\$135.00	\$100.00	\$140.00		
Fall Baseball	\$65.00	\$90.00	\$65.00	\$90.00		
Softball Tournament- Spring Break	\$300.00	N/A	\$300.00	N/A		
Softball Tournament- Kellogg's Classic	\$300.00	N/A	\$300.00	N/A		
Softball Tournament- The Wild Pitch	\$300.00	N/A	\$300.00	N/A		
Softball Tournament- Bentonville Finale	\$200.00	N/A	\$200.00	N/A		
Softball Tournament- MVP Weekend	\$400.00	N/A	\$400.00	N/A		
Softball Tournament- Pink Out	\$300.00	N/A	\$300.00	N/A		
Softball Tournament- Spooker Classic	\$300.00	N/A	\$300.00	N/A		

Baseball Tournament- Irish Classic (7-8yrs)	\$250.00	N/A	\$250.00	N/A
Baseball Tournament- Irish Classic (9-14 yrs.)	\$271.00	N/A	\$271.00	N/A
Baseball Tournament- Gold Glove (7-8 yrs.)	\$250.00	N/A	\$250.00	N/A
Baseball Tournament- Gold Glove (9-14 yrs.)	\$271.00	N/A	\$271.00	N/A
Baseball Tournament- AA Double Play (7-8 yrs.)	\$250.00	N/A	\$250.00	N/A
Baseball Tournament- AA Double Play (9-14 yrs.)	\$271.00	N/A	\$271.00	N/A
Sports Programs	2020 Resident Fees	2020 Non-Resident Fees	2021 Resident Fees	2021 Non-Resident Fees
Baseball Tournament- June Jam (7-8 yrs.)	\$250.00	N/A	\$250.00	N/A
Baseball Tournament- June Jam (9-14 yrs.)	\$271.00	N/A	\$271.00	N/A
Baseball Tournament- MVP Shootout (7-8 yrs.)	\$250.00	N/A	\$250.00	N/A
Baseball Tournament- MVP Shootout (9-14 yrs.)	\$271.00	N/A	\$271.00	N/A
Baseball Tournament- Monster Mash (7-8 yrs.)	\$250.00	N/A	\$250.00	N/A
Baseball Tournament- Monster Mash (9-14 yrs.)	\$271.00	N/A	\$271.00	N/A
Tournament Gate Fees	\$5/Person	N/A	\$5/Person	N/A
Kickball Team Fees	\$275.00	N/A	\$275.00	N/A
Tennis Lesson - Private Coach	\$45.00	\$45.00	\$45.00	\$45.00
Tennis Lesson - Tennis Pro	\$55.00	\$55.00	\$55.00	\$55.00
Tennis Lesson - Semi Private	\$30.00	\$30.00	\$30.00	\$30.00
Tennis Lesson - Private Group	\$20.00	\$20.00	\$20.00	\$20.00
Tennis Lesson- 30min	\$25.00	\$25.00	\$25.00	\$25.00
Adult Tennis Drill	\$95.00	\$95.00	\$95.00	\$95.00
Adult Cardio Tennis	\$95.00	\$95.00	\$95.00	\$95.00
USTA Adult Team Tennis	\$100.00	\$100.00	\$200.00	\$200.00
Junior Tennis Drill	\$95.00	\$95.00	\$95.00	\$95.00
Tennis Non-Resident Seasonal Fee	N/A	\$40.00	N/A	\$40.00
Adult Sand Volleyball 6v6	\$175.00	N/A	\$175.00	N/A
Adult Sand Volleyball 4v4	\$125.00	N/A	\$125.00	N/A
Youth Triathlon Team	\$175.00	\$215.00	\$175.00	\$215.00
Facility Rental Fees	2020 Resident Fees	2020 Non-Resident Fees	2021 Resident Fees	2021 Non-Resident Fees
Field Reservation	N/A	N/A	\$20/hr	N/A
Field Reservation w/ Lights	\$25	N/A	\$35/hr	N/A
Field Rental - Memorial Park (Baseball/Softball)	\$150.00	N/A	\$200.00	N/A
Field Rental - Memorial Park (Soccer)	\$135.00	N/A	\$135.00	N/A
Field Rental - Phillips Park (Baseball)	\$150.00	N/A	\$200.00	N/A
Field Rental - Phillips Park (Football)	\$250.00	N/A	\$250.00	N/A
Field Rental - Phillips Park (Lacrosse)	\$250.00	N/A	\$250.00	N/A
Field Rental - Merchants Park (Baseball)	\$150.00	N/A	\$200.00	N/A
Field Rental - Citizens Park (Soccer)	\$135.00	N/A	\$135.00	N/A
Field Rental - Old Tiger Park (Football)	\$250.00	N/A	\$250.00	N/A
Field Rental - Old Tiger Park (Lacrosse)	\$250.00	N/A	\$250.00	N/A
Court Rental - Citizens Tennis	\$75.00	N/A	\$75.00	N/A
Court Rental - Memorial Tennis	\$75.00	N/A	\$75.00	N/A
Court Rental - Wildwood Tennis	\$75.00	N/A	\$75.00	N/A
Court Rental - Memorial Volleyball	\$75.00	N/A	\$75.00	N/A
Court Rental - Memorial Basketball	\$75.00	N/A	\$75.00	N/A
Community Center Based Recreation Programs				
Community Center Memberships	2020 Resident Fees	2020 Non-Resident Fees	2021 Resident Fees	2021 Non-Resident Fees
Adult Annual Membership	\$200	\$274	\$200	\$274
Adult Monthly Membership	\$19	\$25	\$19	\$25
Adult Multi-Pack Pass	\$75	\$87	\$75	\$87
Youth Annual Membership	\$125	\$184	\$125	\$184
Youth Monthly Membership	\$13	\$17	\$13	\$17
Youth Multi-Pack Pass	\$53	\$62	\$53	\$62
Senior Annual Membership	\$125	\$184	\$125	\$184
Senior Monthly Membership	\$13	\$17	\$13	\$17
Senior Multi-Pack Pass	\$53	\$62	\$53	\$62
Family Annual Membership	\$425	\$489	\$425	\$489
Family Monthly Membership	\$38	\$45	\$38	\$45
Day Pass	\$5	\$8	\$5	\$8
Annual Membership Special 1 14 Month Membership; Goody Swag Bag	Same Price As Annual Memberships Listed Above			
Annual Membership Special 2 13 Month Membership; Guest Punch Pass Card	Same Price As Annual Memberships Listed Above			

Annual Membership Special 3 13 Month Membership; Personal Training Session; Inbody Assessment	Same Price As Annual Memberships Listed Above					
Annual Membership Special 4 Month Membership; Entry to Race Series Race	Same Price As Annual Memberships Listed Above					
Community Center Rentals	2020 Member Fees	2020 Non-Member Fees	2021 Member Fees	2021 Non-Member Fees		
Community Room - 1 Room/hr	N/A	\$40	\$50	\$75		
Community Room - 2 Rooms/hr.	N/A	\$60	\$75	\$100		
Community Room- 3 Rooms/hr	N/A	\$80	\$100	\$125		
Community Room- 4 Rooms/hr	N/A	\$100	\$125	\$150		
Community Rooms Rental - Kitchen	N/A	\$20	\$25	\$50		
Dinning Utilities Fee	N/A	N/A	\$75	\$75		
After Hours Rental Additional/hr	N/A	\$30	\$40	\$40		
Pool Party Room	N/A	\$150	\$150	\$175		
Community Center Rental- Lock-In	N/A	\$1,400	\$1,400	\$1,750		
Community Center Recreation Programs	2020 Member/Resident Fees	2020 Non-Member Fees	2020 Non-Resident Fees	2021 Member/Resident Fees	2021 Non-Member Fees	2021 Non-Resident Fees
Camp Adventure	\$95	N/A	\$135	\$125	N/A	\$165
Camp Memorial	\$85	N/A	\$125	\$125	N/A	\$165
Camp Mountain Bike	\$70	N/A	\$95	\$20/camp hr	N/A	\$25/\$40 Added
Camp Tennis	\$125	N/A	\$165	\$125	N/A	\$165
Camp Triathlon	\$70	N/A	\$95	\$80	N/A	\$120
Camp Basketball	\$90	\$100	N/A	\$100	\$110	N/A
Camp Soccer- 1st Kicks (3-5)	\$110	N/A	\$150	\$110	N/A	\$150
Camp Soccer- Half Day (6-16 yr)	\$150	N/A	\$190	\$150	N/A	\$190
Camp Soccer- Tetra Brazil (under 16 yr)	\$160	N/A	\$200	\$160	N/A	\$200
Camp Soccer Goal Keeper/Scorer	\$150	N/A	\$190	\$150	N/A	\$190
Camp Lego	\$125	\$135	N/A	\$125	\$135	N/A
Camp Mad Science	\$85	\$95	N/A	\$85	\$95	N/A
Camp Musical Theatre	\$135	\$145	N/A	\$135	\$145	N/A
Camp Art	\$120	\$150	N/A	\$120	\$150	N/A
Camp Diving	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Animation	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Icode	\$135	\$145	N/A	\$135	\$145	N/A
Camp Youth Tech Movie Makers	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Application Design	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Web Design	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Igame Creators	\$145	\$155	N/A	\$145	\$155	N/A
Camp Youth Tech Video Game Design	\$160	\$170	N/A	\$160	\$170	N/A
Babysitting / CPR Certification Class	\$100	\$110	N/A	\$110	\$120	N/A
Volleyball Lessons	\$90	\$100	N/A	\$90	\$100	N/A
Group Swim Lesson	\$36/\$72	\$40/\$80	N/A	\$36/\$54/\$72	\$40/\$60/\$80	N/A
Private Swim Lesson	\$30/\$285	\$35/\$325	N/A	\$30/\$285	\$35/\$335	N/A
Private Diving Lesson	\$30	\$35	N/A	\$30	\$35	N/A
Masters Swim Team	\$32	\$38	N/A	\$32	\$38	N/A
Swim Team- Barracudas	\$65	\$75	N/A	\$65	\$75	N/A
Lifeguard Recertification Class	\$150	\$150	N/A	\$150	\$150	N/A
Lifeguard Certification Class	\$285	\$285	N/A	\$285	\$285	N/A
Father Daughter Dance	\$45	\$50	N/A	\$45	\$50	N/A
Mother Son Dance	\$45	\$50	N/A	\$45	\$50	N/A
Personal Training- 30 Min	\$30	\$40	N/A	\$30	\$40	N/A
Personal Training- 60 Min	\$50	\$60	N/A	\$50	\$60	N/A
Bootcamp	\$75	\$85	N/A	\$75	\$85	N/A
Zumbathon	\$0	\$15	N/A	\$0	\$15	N/A
Inbody Fitness Evaluation	\$20	\$25	N/A	\$20	\$25	N/A
Trike Acting Classes	\$100	\$110	N/A	\$100	\$110	N/A
No-Cost Community Events						
Evening at Orchards- 4th of July Celebration						
Yoga in the Park						
Pickin' at the DAC						
Lighting of the Square						
A Morning with Santa						

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING CERTAIN FEES FOR
THE CITY OF BENTONVILLE PARKS AND
RECREATION DEPARTMENT AND COMMUNITY
CENTER.**

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

Section 1: That certain rates and fees for the Bentonville Parks and Recreation Department and Community Center should be and the same are hereby established as set forth in the fee schedule attached hereto as Exhibit "A".

Section 2: That all ordinances or parts of ordinances in conflict herewith should be and the same are hereby repealed.

PASSED and APPROVED this ____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below): Ordinance approving a waiver of bid to Walden Chemical/Bluewater Pools for the purchase of chlorine for Bentonville Parks and Recreation.					

Estimated Cost	\$43,725
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE





Waiver of Bid Request

Date of City Council Meeting	12/8/2020
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Vendor	Walden Chemical/Bluewater Pools
Total Cost	\$43,725
Description of Purchase <i>(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):</i>	
Accu-Tab Chlorine 60lb Buckets.	

Justification <i>(Enter justification in space below):</i>
Walden Chemical is the sole provider of Accu-Tab Blue SI tablets, the chlorine tablet required by all our aquatic sanitizer systems.



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 16, 2020
Re: Bid waiver to Walden Chemical/Bluewater Pools for the purchase of chlorine for Melvin Ford Aquatic Center, Fountains at Lawrence Plaza, the Downtown Square, and the Bentonville Community Center.

Bid waiver in the amount of \$165 per bucket of PPG chlorine for our aquatic facilities in 2021.

The chlorine will be used at the Melvin Ford Aquatic Center, the Community Center Pools, the Fountains at Lawrence Plaza and the Downtown Square fountain. PPG Chlorine tablets are the only tablets compatible with the Accu-Tab chlorinators used at our facilities. We selected PPG several years ago over other companies because of the cleanliness of PPG. Walden Chemical/Bluewater Pools is the only authorized dealer of PPG Chlorine in Arkansas.

Approximately \$23,850 will be spent for PPG Chlorine for our existing outdoor facilities. An additional \$19,875 is estimated for PPG Chlorine for the Bentonville Community Center. Parks and Recreation projects spending \$43,725 annually on PPG Chlorine to supply all of our facilities that require chlorination.

If you have any questions regarding this item, please call me at 696.0204, or email jstacey@bentonvillear.com.

Attachments:
Bid Waiver Request



**Westlake
Chemical**

*Dan Mohr
Account Executive
Axiall, a Westlake Company
17803 Obelisk Bay Dr.
Cypress, Texas 77429
713.299.8641*

October 22, 2020

Josh Stacey
Recreation Services Manager
1101 SW Citizens Circle
Bentonville, AR 72713

Dear Josh:

Axiall Corporation, a Westlake Company, the manufacturer of the Accu-Tab Tablet Chlorination System, distributes the system through a network of authorized Specialists. By selling through a network of authorized Specialists, Axiall's intention is to supply each end use customer with a qualified local supplier to service the chlorinators and supply Accu-Tab Blue SI tablets readily.

Walden Chemical/Bluewater Pools is the authorized Axiall Accu-Tab Chlorination System Specialist for the State of Arkansas.

The Accu-Tab Chlorination System Includes:

- 1) Accu-Tab Chlorinators
- 2) Accu-Tab Blue SI Tablets – NSF 50 listed when used in conjunction with Accu-Tab Chlorinators

The use of any other tablets in an Accu-Tab Chlorinator will void the warranty, NSF certification, and also cause inadequate or over chlorination due to variation in dilution rate.

If you have any questions, please don't hesitate to call me at 713-299-8641. Axiall thanks you for your continued support of the Accu-Tab System.

Sincerely,

Dan Mohr

Walden Chemical dba Blue Water Pools

4201 S Shackleford Rd, Suite B
Little Rock, AR 72204

Estimate

Date	Estimate #
11/16/2020	585

Name / Address
Bentonville Community Center 1101 SW Citizens Circle Attn: Chris Kester Bentonville, AR 72712

			Project
Description	Qty	Cost	Total
Accu-Tabs - 60 lb Pail	110	165.00	18,150.00T
*Freight included in price per lb.			
Sales Tax Group		1,724.25	1,724.25
		Total	\$19,874.25

Customer Signature _____

4201 S Shackleford Rd, Suite B
Little Rock, AR 72204

Date	Estimate #
11/16/2020	586

Name / Address
Bentonville Parks & Rec Attn: Chris Kester 215 SW A Street Bentonville, AR 72712

			Project
Description	Qty	Cost	Total
Accu-Tabs - 60 lb Pail	132	165.00	21,780.00
*Freight included in price per lb.			
Sales Tax Group		2,069.10	2,069.10
		Total	\$23,849.10

Customer Signature _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT FOR
THE PURCHASE OF CHLORINE FOR CERTAIN PARKS
FACILITIES AND WAIVING THE REQUIREMENT OF
COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of chlorine for the Bentonville Community Center, the Melvin Ford Aquatic Center, the Downtown Square and the Fountains at Lawrence Plaza as per the Proposal attached hereto as Exhibit A.

Section 2: Because PPG Chlorine is the required product for the equipment at these facilities and because Walden Chemicals/Bluewater Pools is the sole authorized dealer for PPG Chlorine in Arkansas, making it a single source item, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below): Resolution authorizing the Mayor to enter into an agreement with Ann O'Sullivan to offer personal training and fitness services for Bentonville Parks and Recreation.					

Estimated Cost	\$22,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 16, 2020
Re: Ann O'Sullivan- Personal Training and Fitness Contractor

Resolution authorizing the Mayor to enter into an agreement with Ann O'Sullivan for the service of personal training and fitness services for Parks and Recreation.

The agreement will be for Ms. O'Sullivan to serve as a Personal Trainer at the Bentonville Community Center. The demand for these services are very high at the Bentonville Community Center and due to the high demand we anticipate Mrs. O'Sullivan to exceed \$20,000 in total payments over the course of 2021. We are requesting Council approval to pay Ms. O'Sullivan an amount exceeding \$20,000 during the 2021 year. Ms. O'Sullivan estimated payment for 2021 is \$22,000. This contract is completely funded by program registration fees.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 17 (day) day of November (month), 20 20, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Ann O'Sullivan, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Fitness Services, defined herein, located at Bentonville Parks and Recreation.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on January (month) 1 (day), 20 21 (year), and will terminate on December (month) 31 (day), 20 21 (year).
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes.
 - f. Display professional etiquette at all times.
 - g. Understand that he/she is a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Benton County, Arkansas.
12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Personal Training	

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT 2020/2021



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

13. Instructor will be paid based on the following payment schedule:

Description of Instruction Services	Unit (Ex. Per Week, Per Lesson, Per Class)	Payment
30 Minute Session	Per Session	\$ 25.00
60 Minute Session	Per Session	\$ 40.00
		\$ _____.00
		\$ _____.00
		\$ _____.00
		\$ _____.00
		\$ _____.00
		\$ _____.00
		\$ _____.00
		\$ _____.00
		\$ _____.00

The City estimates \$ 22000.00 total in payments to the Instructor for the term of this Agreement. Payment will be made only for completed lessons.

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☐

BY SIGNING BELOW, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS

17 (DAY) OF November (MONTH), 20 20 (YEAR).

CITY OF BENTONVILLE, ARKANSAS

BY: _____

Stephanie Orman, Mayor (Signature)

INSTRUCTOR

BY: _____

Instructor Signature

Instructor (Printed Name)

Instructor Address P.O. Box 637
TONTI TOWN, AR 72770

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH ANN
O’SULLIVAN FOR INSTRUCTIONAL RECREATION AND
WELLNESS CLASSES FOR THE BENTONVILLE PARKS
AND RECREATION DEPARTMENT.**

**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 Ann O’Sullivan for the service of teaching instructional recreation and wellness classes for the Bentonville Parks and Recreation Department 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



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing Mayor to enter into an agreement with Kristen Bernards to offer swim instruction for Bentonville Parks and Recreation.					

Estimated Cost	\$51,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 16, 2020
Re: Kristen Bernards- Instructional Swim Lesson Contractor

Resolution authorizing the Mayor to enter into an agreement with Kristen Bernards for the service of teaching instructional swimming lessons for Parks and Recreation.

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreation and wellness classes at the Bentonville Community Center. These include wellness class such as aerobics or spin, as well as swim classes such as instructional swim or masters swim.

Parks and Recreation is requesting to enter into an agreement with Kristen Bernards. The agreement will be for her to serve as a Swim Instructor at the Bentonville Community Center. The demand for these classes and services are very high at the Bentonville Community Center. Due to the high demand we anticipate Kristen Bernards to exceed \$20,000 in total payments over the course of 2021. We are requesting Council approval to pay Ms. Bernards an amount exceeding \$20,000 during the 2021 year. Ms. Bernards estimated payment for 2021 is \$51,000. This contract is completely funded by program registration fees.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 20th (day) day of November (month), 2020, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Kristen Bernards, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Aquatics Instruction, defined herein, located at Bentonville Parks and Recreation.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on January (month) 1 (day), 2021 (year), and will terminate on December (month) 31 (day), 2021 (year).
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes.
 - f. Display professional etiquette at all times.
 - g. Understand that he/she is a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Benton County, Arkansas.
12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Private Swim Lessons	

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT 2020/2021



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

**PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT INSTRUCTIONS
(FOR AGREEMENTS EXCEEDING \$20,000.00)**

- The Instructor's name, printed on Page 1 of the Independent Contractor Agreement **MUST** match their printed name on the corresponding W-9.
- Section 3, Term of the Agreement, **MUST** be completed fully.
- The Instructor's signature **MUST** match the printed name on the Agreement and must be legible.
- The Instructor's 'Printed Name' in the signature location **MUST** match the Instructor's signature and the printed name on Page 1 of the Agreement.

Note-Changes in Estimated Total Payments:

The Independent Instructor Agreements exceeding \$20,000.00 will require an Amendment to the Agreement and approval from Bentonville City Council for any increase in the estimated total payments for the term of the Agreement.



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

13. Instructor will be paid based on the following payment schedule:

Description of Instruction Services	Unit (Ex. Per Week, Per Lesson, Per Class)	Payment
Private Swim Lessons	Per Lesson	\$23.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00

The City estimates \$51,000.00 total in payments to the Instructor for the term of this Agreement. Payment will be made only for completed lessons.

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☒

BY SIGNING BELOW, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS

20 (DAY) OF Nov (MONTH), 2020 (YEAR).

CITY OF BENTONVILLE, ARKANSAS

BY: _____

Stephanie Orman, Mayor (Signature)

INSTRUCTOR

BY: _____

Instructor Signature

Kristen Bernards

Instructor (Printed Name)

Instructor Address 3511 SE J street
#9-152
Bentonville AR 72712

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
KRISTEN BERNARDS FOR INSTRUCTIONAL SWIM
LESSONS FOR THE BENTONVILLE PARKS AND
RECREATION DEPARTMENT.**

**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 Kristen Bernards for the service of teaching instructional swim lessons for the Bentonville Parks and Recreation Department 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



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing Mayor to enter into an agreement with Sarah Gwin to offer swim instruction for Bentonville Parks and Recreation.					

Estimated Cost	\$54,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 16, 2020
Re: Sarah Gwin- Instructional Swim Lesson Contractor

Resolution authorizing the Mayor to enter into an agreement with Sarah Gwin for the service of teaching instructional swimming lessons for Parks and Recreation.

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreation and wellness classes at the Bentonville Community Center. These include wellness classes such as aerobics or spin, as well as swim classes such as instructional swim or masters swim.

Parks and Recreation is requesting to enter into an agreement with Sarah Gwin. The agreement will be for her to serve as a Swim Instructor at the Bentonville Community Center. The demand for these classes and services are very high at the Bentonville Community Center. Due to the high demand we anticipate Mrs. Gwin to exceed \$20,000 in total payments over the course of 2021. We are requesting Council approval to pay Mrs. Gwin an amount exceeding \$20,000 during the 2021 year. Mrs. Gwin's estimated payment for 2021 is \$54,000. This contract is completely funded by program registration fees.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 20th (day) day of November (month), 2020, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Sarah Gwin, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Aquatics Instruction, defined herein, located at Bentonville Community Center.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on January (month) 1 (day), 2021 (year), and will terminate on December (month) 31 (day), 2021 (year).
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes.
 - f. Display professional etiquette at all times.
 - g. Understand that he/she is a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Benton County, Arkansas.
12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Private Swim Lessons	

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT 2020/2021



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

**PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT INSTRUCTIONS
(FOR AGREEMENTS EXCEEDING \$20,000.00)**

- The Instructor's name, printed on Page 1 of the Independent Contractor Agreement **MUST** match their printed name on the corresponding W-9.
- Section 3, Term of the Agreement, **MUST** be completed fully.
- The Instructor's signature **MUST** match the printed name on the Agreement and must be legible.
- The Instructor's 'Printed Name' in the signature location **MUST** match the Instructor's signature and the printed name on Page 1 of the Agreement.

Note-Changes in Estimated Total Payments:

The Independent Instructor Agreements exceeding \$20,000.00 will require an Amendment to the Agreement and approval from Bentonville City Council for any increase in the estimated total payments for the term of the Agreement.



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

13. Instructor will be paid based on the following payment schedule:

Description of Instruction Services	Unit (Ex. Per Week, Per Lesson, Per Class)	Payment
Private Swim Lessons	Per Lesson	\$23.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00

The City estimates \$54,000.00 total in payments to the Instructor for the term of this Agreement. Payment will be made only for completed lessons.

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☒

BY SIGNING BELOW, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS

20 (DAY) OF Nov (MONTH), 2020 (YEAR).

CITY OF BENTONVILLE, ARKANSAS

BY: _____

Stephanie Orman, Mayor (Signature)

INSTRUCTOR

BY: _____

Instructor Signature

Sarah twin
Instructor (Printed Name)

Instructor Address 2509 S. Greens Way
Rogers AR 72758

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
SARAH GWIN FOR INSTRUCTIONAL SWIM LESSONS
FOR THE BENTONVILLE PARKS AND RECREATION
DEPARTMENT.**

**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 Sarah Gwin for the service of teaching instructional swim lessons for the Bentonville Parks and Recreation Department 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



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below): Resolution authorizing the Mayor to sign an amendment to an existing contract with Ozark Tennis Academy for professional tennis services.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 16, 2020
Re: Amendment to the Ozark Tennis Academy professional tennis provider contract.

In 2018, Parks and Recreation entered into a Council approved agreement with Ozark Tennis Academy for the service of offering professional tennis instruction.

Originally, we agreed to pay 90% of program revenue to OTA for Camp and Tournament services. Over the course of the contract, supply and processing fees have increased and we are in need of an adjustment to the percentage agreement to ensure we can recoup all expenses from the program.

This amendment adjusts the percentage fee paid to OTA from 90% to 85% to allow Parks and Recreation to recoup all expenses for the programs.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.

Attachments:

Services Agreement



CITY OF BENTONVILLE, ARKANSAS

117 West Central Avenue Bentonville, Arkansas 72712

AMENDMENT TO AGREEMENT

This amendment (the "Amendment"), dated November (month) (day), 2020 is made by the City of Bentonville, Arkansas ("City") and Ozark Tennis Academy ("Facility Tennis Pro"), parties to the Facility Tennis Professional for Bentonville Parks and Recreation Agreement, dated October 8, 2018 (the "Agreement").

1. The original Agreement provided for the following percentages of gross as they relate to the Agreement:

	CITY	FACILITY TENNIS PRO
GROSS REVENUE (all tennis programs & events)	15%	85%
TENNIS TOURNAMENTS & CAMPS	10%	90%

2. The Agreement is Amended as follows:

- a. The percentage or gross revenue for Tennis Tournaments & Camps shall be 85% to Facility Tennis Pro and 15% to City, as follows:

	CITY	FACILITY TENNIS PRO
GROSS REVENUE (all tennis programs & events)	15%	85%
TENNIS TOURNAMENTS & CAMPS	15%	85%

3. This Amendment shall be effective immediately upon approval from the Bentonville City Council for services in 2021.
4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

FACILITY TENNIS PRO

BY: _____

BY: _____

Stephanie Orman, Mayor

DATE: _____

Name(printed): _____

DATE: _____



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

PROFESSIONAL SERVICE AGREEMENT

Facility Tennis Professional for Bentonville Parks and Recreation

This agreement made and entered into this 8th day of October (month), 2018, by and between the City of Bentonville, Arkansas, hereinafter "CITY", and Ozark Tennis Academy, hereinafter "FACILITY TENNIS PRO", shall determine the relationship of the parties and set forth the rights and responsibilities of each. This agreement shall commence on the 1st day of January, 2019 and shall terminate on 31st day of December, 2019. The term of this agreement is for one year, renewable for two additional years if mutually agreed upon in writing by FACILITY TENNIS PRO and the CITY Parks and Recreation Director.

1. LOCATION.

- a. This Agreement is for the operation of the City of Bentonville tennis courts located at Memorial Park Tennis Complex, Wildwood Park, and Citizens Park.

2. GENERAL TERMS & CONDITIONS.

- a. This Agreement serves as a Professional Service Agreement for a Tennis Facility Professional and shall remain in full force and effect until the termination date listed herein, or by written mutual consent between FACILITY TENNIS PRO and CITY.
- b. All provisions of this Agreement shall be performed in good faith. If the CITY becomes dissatisfied with the performance of FACILITY TENNIS PRO, this Agreement may be terminated by the CITY Mayor or the CITY Director of Parks and Recreation or his assignee.
- c. FACILITY TENNIS PRO will adhere to CITY's previously signed agreement with Bentonville High School's Tennis Program. A copy of this agreement shall be made available to FACILITY TENNIS PRO upon written request.
- d. The CITY Parks and Recreation Department's point of contact for FACILITY TENNIS PRO and for all tennis programming will be Matias De Genaro and Beau Basham, acting on behalf of Ozark Tennis Academy. If at any point this point of contact changes, the CITY Parks and Recreation team shall be notified in writing.

3. PAYMENT TERMS & CONDITIONS.

- a. FACILITY TENNIS PRO will submit an invoice to the CITY Parks & Recreation department at 215 SOUTHWEST A STREET BENTONVILLE, ARKANSAS 72712 on the 1st and 15th of each month, or the first business day following. The CITY will submit payment for such invoice within two weeks from receipt of invoice.
- b. The FACILITY TENNIS PRO may hire additional staff members, as needed, with the understanding that such staff members are employees of FACILITY TENNIS PRO. All payments to FACILITY TENNIS PRO staff members are the sole responsibility of FACILITY TENNIS PRO.
- c. Registration for all programs will occur at Bentonville Parks and Recreation facilities or online at Bentonville Parks and Recreation websites. All registration funds will come directly to Bentonville Parks and Recreation and will be distributed to FACILITY TENNIS PRO once payment is received.

[This space is intentionally left blank]

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

- d. For the term of this Agreement, the CITY and FACILITY TENNIS PRO agree to the percentages of gross revenue, as they relate to this Agreement, defined below:

	CITY	FACILITY TENNIS PRO
GROSS REVENUE (all tennis programs & events)	15%	85%
TENNIS TOURNAMENTS & CAMPS	10%	90%

- e. FACILITY TENNIS PRO and the CITY agree to the following assignment of all program, tournament, and general operational expenses:

	CITY	FACILITY TENNIS PRO
Marketing & Promotion*	X	
Program Equipment*		X
Uniforms*		X

- i. *Marketing & Promotion:* The CITY Parks and Recreation department will be responsible for the marketing, promotion and registration for all programs and events. This responsibility includes, but is not limited to: preparing brochures, flyers, program guides, registration forms, posters, and other promotional materials. Parks and Recreation staff will distribute these materials and promotions to the public via publications and web marketing.
- ii. *Program Equipment:* FACILITY TENNIS PRO will be responsible for all non-permanent fixture equipment necessary to operate all programs and events. This equipment includes, but is not limited to: tennis balls, extra rackets, office supplies, and temporary nets.
- iii. *Uniforms:* FACILITY TENNIS PRO will be required to purchase staff tennis uniforms. Uniforms are required to be pre-approved by the Parks and Recreation director, or his assignee, prior to purchase or use. FACILITY TENNIS PRO agrees to personally wear and require all staff members to wear these uniforms at all times while instructing or facilitating all programs and events at the tennis courts.

4. STAFFING & CONDUCT.

- a. FACILITY TENNIS PRO is responsible for staffing the Memorial Park Tennis Courts for the duration of this Agreement, and for the operation of any program being offered by the creation of this Agreement.
- b. FACILITY TENNIS PRO understands that the programs being offered are by way of the CITY'S Parks and Recreation department. FACILITY TENNIS PRO and staff members are expected to promote the CITY and the Parks and Recreation department in a professional manner, enhancing the department and the tennis facility.
- c. If FACILITY TENNIS PRO or a staff member performs actions deemed inappropriate by the Director of Parks and Recreation, or his assignee, this Agreement can be terminated by the Director of Parks and Recreation, or his assignee.

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

- d. At all times FACILITY TENNIS PRO and staff members, who are present at any CITY tennis facility, are to reflect the representation of the Parks and Recreation department and such programming. This representation includes the promotion of only the CITY Parks and Recreation tennis related programming, adherence to the aforementioned uniform policy, and any other forms of program promotion.
- e. FACILITY TENNIS PRO and all staff will agree to a security background check to be performed by the CITY's Police Department annually.
- f. FACILITY TENNIS PRO is required to be available to answer questions from patrons about programs associated with this Agreement. Furthermore, FACILITY TENNIS PRO is expected to abide by and enforce rules and regulations of the CITY facilities associated with this Agreement.
- g. FACILITY TENNIS PRO and staff will be responsible for keeping the playing courts and tennis complex clean, neat and orderly. The CITY shall furnish all cleaning supplies and shall be responsible for maintenance of the building, courts, and grounds.

5. SCHEDULING & PLANNING.

- a. FACILITY TENNIS PRO will work with CITY'S Parks & Recreation Director, or his assignee, to determine the overall direction of the CITY'S tennis facilities.
- b. FACILITY TENNIS PRO'S hours will be determined by leagues, scheduled lessons, and special events and tournaments associated with this Agreement. Hours shall be approved by the Director of Parks and Recreation, or his assignee.
- c. FACILITY TENNIS PRO shall recommend all rules and regulations, administrative policies, days and hours of operation, and all fees to be charge at CITY tennis facility locations. The aforementioned recommendations will require approval by the CITY'S Director of Parks and Recreation, or his assignee.
- d. FACILITY TENNIS PRO will be available to assist all third party events and tournaments associated with this Agreement when assigned by the CITY'S Director of Parks and Recreation, or his assignee.
- e. FACILITY TENNIS PRO and CITY'S Parks and Recreation staff will work collaboratively to develop a comprehensive Facility Tennis Program that includes recreational opportunities for youth and adult participants. These programs may include, but are not limited to: leagues, lessons, events, tournaments, and open recreation. FACILITY TENNIS PRO will assist in determining the dates and times for all programs and special events.
- f. FACILITY TENNIS PRO and the CITY'S Director of Parks and Recreation, or his assignee, will determine all program schedules seasonally by the deadlines outlined below:

Spring season program(s) plan and design deadline:	December 1 st
Summer season program(s) plan and design deadline:	February 1 st
Fall season program(s) plan and design deadline:	April 1 st

- g. FACILITY TENNIS PRO will work with the CITY'S Parks and Recreation staff to schedule all lessons, events, programs, and tournaments to avoid scheduling conflicts.
- h. FACILITY TENNIS PRO and the CITY'S Parks and Recreation staff will meet bi-weekly, or more often as needed, during the duration of this Agreement to be sure all parties are informed and aware of the status of the tennis program(s) and of upcoming events at the facility.

CITY OF BENTONVILLE, ARKANSAS
CITY HALL
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BENTONVILLE, ARKANSAS 72712

- i. FACILITY TENNIS PRO and staff will work with the CITY'S Parks and Recreation staff to perform one (1) free Memorial Park Tennis Complex promotion day annually for public attendance. The intention for this promotion day is to gain further public interest in tennis, in addition to the promotion of the Memorial Park Tennis Complex and the tennis programs being offered.
- j. FACILITY TENNIS PRO will partner with Camp Bentonville to assemble a minimum of two (2) camp programs annually.
- k. It is mutually understood by FACILITY TENNIS PRO and the CITY that private enterprises can be utilized as sponsors in tournaments and special activities within Memorial Park and other CITY tennis facilities. FACILITY TENNIS PRO understands that all sponsorships will require written approval from the CITY'S Director of Parks and Recreation, or his assignee, prior to being confirmed.

6. COMPLIANCE.

- a. FACILITY TENNIS PRO shall comply with all Federal, State, and local laws and ordinances. FACILITY TENNIS PRO shall also comply with the Americans with Disabilities Act, which prohibits discrimination against individuals with disabilities and guarantees equal opportunities for individuals with disabilities in employment, transportation, public accommodations, state and local government services, and telecommunications. FACILITY TENNIS PRO shall be expected to comply with all rules and regulations governing all employees and independent contractors of CITY.

7. MISCELLANEOUS.

- a. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the Benton County, Arkansas courts.
- b. FACILITY TENNIS PRO shall not sell, sublet or assign this agreement or any portion herein to any other person or persons.
- c. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.
- d. If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

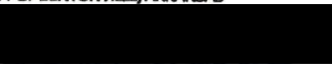
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CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

SIGNATURE PAGE

The Parties hereto have caused this Agreement to be executed this 9th day of October, 2018

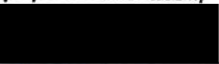
CITY OF BENTONVILLE, ARKANSAS

By: 

Bob McCastlin, Mayor (signature)

Title: Tennis Pro

Company: Ozark Tennis Academy

By: 

(Signature)

Beau Basham

(Signer Name - Please Print)

Address: _____

3

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AMENDMENT TO THE
AGREEMENT WITH OZARK TENNIS ACADEMY.**

**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 Amendment to the Agreement with Ozark Tennis Academy, 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



Agenda Item Form

Date of City Council Meeting	8-Dec-20
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271-6813

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
A Resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI, in the total fee not to exceed of \$60,750 for land surveying services for the 8th Street Park Project.					

Estimated Cost	\$60,750
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



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: December 8, 2020
Re: Resolution for the City contract with CEI for land surveying services of the future 8th Street Gateway Park Project.

Staff is requesting a City Council resolution to authorize an agreement with CEI for land surveying services for the 8th Street Gateway Park.

The project designer, PORT Urbanism (PORT), requires in-depth survey data in order to complete the design development and construction drawings for the 8th Street Gateway Park Project.

Working with PORT and the Parks Department, CEI a local engineering and survey firm, has developed and provided a scope of work that will provide the services that will be used to complete the design task.

The total cost for the topo survey is \$30,000. The tree identification service is \$12,750 and boundary survey is \$18,000. This scope is covered under section II of the proposal. The total award is not to exceed \$60,750.

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

Attachments:
Agreement with CEI



3108 SW Regency Parkway
Bentonville, AR 72712 / (479) 273-9472
CEI Contact: Dustin Riley

City of Bentonville
Bentonville, AR/ 8th Street Gateway Park
12-02-2020

I. **PROJECT DESCRIPTION**

CEI shall provide land survey services in conjunction with the 8th St. Gateway Park development located at 8th St. and Melissa Dr. in Bentonville, AR. Project consists of 100 acres± being Parcel #01-00929-023, 01-17303-000, 01-17301-000, 01-05068-010, 01-05068-002, 01-05068-007, 01-05068-009, 01-01139-000 and 01-01139-010. Survey limits are as shown on attached Exhibit "A" and Exhibit "B" and additional survey scope requirements are outlined on attached Exhibit "C".

II. **SCOPE OF BASIC SERVICES**

A. **Topographic Survey**

CEI shall perform a Topographical Survey of said property, consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Topographic survey will include all above-ground physicals and underground utilities. Location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by Client. Topographic limits are outlined on attached Exhibit A. See attached Exhibit C for survey scope requirements.

Fees\$ 30,000.00, excluding reimbursables

Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be <\$1,500> to be invoiced in accordance with Section V below.

B. **Boundary Survey**

Boundary Survey of said property shall be done in accordance with "Arkansas Minimum Standards" and supervised by a licensed surveyor. Boundary monuments will be identified as found in the field. Missing monuments will be reset as needed. If available, the latest title commitment will be utilized to show all affecting easements and setback lines. If one is not available, a 50-year Easement and Current Deed search will be ordered and billed as a reimbursable. Boundary survey limits are outlined on attached Exhibit A.

Fees\$ 18,000.00, excluding reimbursables

Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be <\$2,500> to be invoiced in accordance with Section V below.

C. **Tree Survey**

CEI shall hire an arborist to tag and identify tree species, then collect tree locations and show on tree survey to meet survey requirements outlined on attached Exhibit C. All existing trees with diameter breast height (DBH) 4" or greater in area outlined on attached Exhibit B will be shown. Trees with diameter breast height 12" or greater in area outlined on attached Exhibit A will be shown.

Fees\$ 12,750.00, excluding reimbursables

Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be <\$500> to be invoiced in accordance with Section V below.

III. **RESPONSIBILITY OF CLIENT**

Client shall provide to CEI, the following items:

- A. Access to Property
- B. Title Commitment and Supporting Documents

BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS
NASHVILLE | OKLAHOMA CITY | PHILADELPHIA | PHOENIX

IV. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

Feasibility study, including physical, political, and/or financial opportunities or constraints
Contract management and coordination of subconsultants including, but not limited to, the follow services:

- Geotechnical investigation/report
- Environmental studies/report (e.g. Phase I & II ESAs)
- Traffic study/report
- Water flow test/distribution report
- Historical and archeological studies
- Ecological studies (e.g. wetland and threatened & endangered species)

Preparation of perspectives, renderings, and models

Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.)

Preparation/presentation of conditional or special use permit applications

Obtaining new or updated title policies

Platting/replatting

Preparation of easement and right of way documents, including new and vacations/abandonments

Preparation of covenant and development agreements

Preparation of a drainage study/report

Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)

Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits

Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc.

Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site

Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)

Preparation of retaining wall design/plans

Photometric design/preparation of site lighting plans

Preparation of opinions of probable construction costs (OPCs)

Bidding assistance and construction contract negotiations

Construction contract administration, management, and observation services (e.g. reviewing contractor requests for payment, answering RFI's, reviewing shop submittals, etc.)

Construction staking

As-built survey/preparation of final record drawings

Boundary Issues

Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

V. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

ARKANSAS (01-01-20)

Officer / Branch Manager	\$ 220.00
Department Manager	\$ 200.00
Senior Project Manager	\$ 190.00
Program Manager	\$ 180.00
Project Manager	\$ 170.00
Assistant Project Manager	\$ 140.00
Senior Project Engineer	\$ 170.00
Project Engineer	\$ 145.00
Registered Landscape Architect	\$ 140.00
Registered Land Surveyor	\$ 135.00
Survey Project Manager	\$ 135.00
Assistant Survey Project Manager	\$ 105.00
Sr. Survey Party Chief	\$ 100.00
Survey Party Chief	\$ 85.00
Survey Technician	\$ 85.00
Field Specialist	\$ 70.00
Senior Project Designer	\$ 120.00
Project Designer	\$ 105.00
CAD Designer	\$ 95.00
CAD Technician	\$ 80.00
Construction Observer	\$ 90.00
Office Administrative Manager	\$ 100.00
Program Assistant	\$ 80.00
Administrative Assistant	\$ 70.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

REVENUE RECOGNITION

The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of completeness or in whole are considered earned by CEI in its performance obligation to Client as prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred, and progressively billed. Further, at time of received payment by Client, Client acknowledges its possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

VI. CREDIT POLICY

Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

Client's Initials _____

Required for contract to be valid

VII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar professionals currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any Utility services; or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client shall pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

INDEMNIFICATION

The Client shall indemnify, hold harmless and defend CEI, its officers, directors, employees, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by Client, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional. Nothing contained herein shall be construed as a waiver of any immunity Client may be entitled to under law.

CEI will indemnify and hold harmless the Client, its officers, directors, employees, consultants, and subconsultants from and against liabilities, damages, or expenses, including without limitations legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of negligence, reckless, or intentional acts or omissions by CEI, its officers, directors, shareholders, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional.

Further, the Client shall, to the fullest extent of the law, indemnify, defend and hold harmless CEI, its directors, officers, employees, agents and subcontractors from and against all claims or action, based on, or arising out of, damages or injuries to persons or property caused by, or arising out of, any hazardous, and/or toxic substances present at the site where CEI and/or its subcontractors have performed work. Nothing contained herein shall be construed as a waiver of any immunity Client may be entitled to under law.

In accordance with generally accepted construction practices, the Client and Client's contractors shall be solely and completely responsible for the conditions of the job site, including the health and safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the construction site.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association. Absent resolution by mediation they agree to binding arbitration under the Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

PROJECT DELAY

Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

Termination or suspension of contract shall exist when services conducted and provided by CEI to the date of termination are paid by Client and shall be deemed nonrefundable, at which time, control of said provided services will be transferred to Client with no further obligation of CEI.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omission due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressly written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontractors regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the Client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, Client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind
Contracting Entity



Print Name

Title

Date



Digitally signed by Kevin Hall
Contact Info: khall@ceieng.com
Date: 2020.12.02 09:40:31-06'00'

Signature, CEI Engineering Associates, Inc.

Print Name

Title

Date

DRAFT Exhibit A: Survey Extents



DRAFT Exhibit B: Survey Extents



PORT Bentonville 8th Street Gateway Park

DRAFT Survey Extents November 20th, 2020 2



November 20, 2020

Bentonville 8th Street Gateway Park
DRAFT Survey Scope of Work

Primary Survey Area

Location + Extents

- See attached Exhibit A. Boundary can be provided in AutoCAD format upon surveyor's request.

Existing Improvements

- Existing structures/built improvements, including but not limited to: paving, curbs, steps, walls, fences, buildings, boulders, lights, utility boxes, fire hydrants, etc.
- Boundaries: Property lines, easements, etc.
- Existing Legal description of property, conforming to Record Title boundaries.
- Show individual lot lines and lot numbers, including bearings and distances.
- Adjacent property lines of neighboring properties.
- Easements or other encumbrances.

Topography / Elevations

Contours

- 1' contours of the entire site.

Spot Elevations

- Water level of permanent pools.
- Spot elevations accurate to:
 - Edge of asphalt or concrete drives, parking lots, roads, etc. or other regular key intervals.
 - At top and bottom of all walls, steps, curbs and ramps.
 - At all drainage structures including rim elevation, grate size and inverts in/out
 - At all surface utilities

Vegetation

- Vegetation shall be surveyed within 30' of proposed improvements. See attached Exhibit B. Boundary can be provided in AutoCAD format upon surveyor's request.

Trees

- ID: Trees shall be numbered on plan and onsite (with arborist tags) and a chart provided with corresponding ID, species and caliper size.
- Caliper Size: All existing trees with diameter breast height (DBH) 4" or greater in area outlined on attached Exhibit B.
- Canopy: Scale circle to approximate canopy of tree. Information will be used to create limit of disturbance and tree protection zones.
- Species: Note exact species, as best as possible with each tree.
- Graphic Symbol: Due to quantity of trees, CAD should utilize simple graphic symbols. Use a simple circle for both the tree canopy and trunks.

Other Vegetation

- Other vegetation, such as shrub masses and individual plants in the landscape, symbol should depict limits of dripline.
- Document extent of existing lawn/turf grass.
- Show bed lines of planted areas.
- Show locations of hedges and large shrubs.

Water

- Vertical elevation and location of regulatory floodway, 100-year flood, 500-year flood and floodway (if applicable)

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- Existing ditches w/direction (if applicable)

Other Systems / Requirements

Utilities

- Existing above and below grade utilities. Surveyor to obtain utility locates for below grade utilities.
- Location, size, and depth of utilities including but not limited to: water, gas, sanitary and storm sewer, telephone, electrical, cable, street and traffic lights, fiber optics, etc.
- Manhole and inlet surface elevations (and direction of flow). Indicate sanitary or storm.
- Locate all drainage structures, inverts in/out, pipe runs, direction and pipe diametric
- Utility appurtenances, including but not limited to: valve boxes, meters, hydrants, stand pipes, backflow preventers, etc.

Finishes / Surroundings

- Basement extents including access hatches or vaults and limits of subterranean walls, doors, and support structures.

Roadways

- Note/identify name (jurisdiction) of adjacent streets and indicate traffic direction if one way.
- Locate curb and pan alignment or edge of paving on both sides of street as applicable.
- Identify material for street, drives, parking lots, sidewalks, curb and gutter, and other paved surfaces as required.

Supplemental Survey Area

- See attached Exhibit A for extents. Boundary can be provided in AutoCAD format upon surveyor's request.
- Provide survey and elevations for existing greenway trail and any other adjacent existing improvements.
- Provide tree survey as outlined under primary survey area scope for all trees with diameter breast height (DBH) 12" or greater.

Delivery + Format

- Drawings should be noted in Imperial scale
- Boundary, planimetric and topographic information shall be shown on the same drawing.
- Show north arrow and locate magnetic north.
- Include legend of symbols use.
- CAD drafting software:
 - AutoCAD .DWG format.
 - CAD file shall be in industry-standard layers.
 - All line work shall be set with CTB color, width, and line type by Layer.
 - CAD file shall be in multiple layers.
 - Contours and linework to be polylines.
 - All lines shall have a line type scale of 1.
 - Drawing to be 1:1 in model space.
 - Entire site area in model space of one drawing.
- Elevations to Datum.
- Drawing shall be geo-referenced.
- Any created symbols as blocks in the file should have their internal line-work created on layer 0. All blocks should be scaled in the model file to real world size.
- Contours and existing elements should be labeled in model space with the labels clearly noted on separate layers from the object linework.
- Survey should be delivered with Z elevations for all contours, topographic points, and break lines. All other linework should be provided as 2D Polylines with Z elevation of 0 for planimetric information.
- Provide via email (CAD and PDF files).
- Provide scaled drawings stamped/sealed as requested.
- Meet all jurisdictional requirements for filing.
- Once reviewed by design team, surveyor shall provide wet stamped/PDF survey for Land Use and Building Permit Applications. Survey must be stamped within a year of submission.

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RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH CEI
FOR LAND SURVEYING SERVICES FOR THE 8TH STREET
PARK PROJECT.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with CEI for land surveying services for the 8th street Park Project, 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



Agenda Item Form

Date of City Council Meeting	8-Dec-20
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271-6813

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution for City Council approval authorizing a contract amendment with Port for additional design services for the 8th Street Gateway Park.					

Estimated Cost	\$927,520
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below):	
Funded by Grant award from Walton Family Foundation. Council approved on November 24, 2020.	



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: November 25, 2020
Re: City Council approval of a resolution authorizing contract amendment with Port for additional design services for the 8th Street Gateway Park.

Parks and Recreation Staff requests City Council approval of a resolution authorizing the Mayor and City Clerk enter into agreement with Port for the design of the 8th Street Gateway Park.

As you know, Parks and Recreation has been working for the last year to develop a master plan for 100 acres along SW 8th Street between SW I and SW Sims Drive. This 100 acre parcel will transform our Parks System and will instantly become the centerpiece for our community's parks and open spaces. A presentation of the park master plan will be provided on the evening on December 8.

The next step is to move forward with design of the project. This contract proposal includes Port taking us through the schematic design and design development for the project. It does not include construction documents at this time. Once we are able to finalize funding, we can move forward with construction documents.

This design contract is 100% funded by a grant from the Walton Family Foundation. At the November 24 meeting, Council approved a grant to afford this agreement and move the project forward. If approved, the project team will begin immediately with a projected completion date in approximately eight (8) months.

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

Attachments:
Agreement with Port



November 25th, 2020

The City of Bentonville
Parks and Recreation
215 SW A Street
Bentonville, AR 72712

Re: 8th Street Gateway Park Contract Amendment

To Whom It May Concern:

Please see the attached Amendment #1 to the 8th Street Gateway Park master plan consultant services contract dated December 2nd, 2019 and signed January 15th, 2020. The amended contract includes consultant services for Schematic Design and Design Development.

We are excited to be a part of the incredible design and community-driven work in Bentonville, and look forward to working with BPR, project partners, project stakeholders and the Bentonville Community on this transformational project for the city.

Please don't hesitate to contact me with any questions.
Best Regards,



Andrew Moddrell, Partner
PORT
53 W. Jackson Blvd. Suite 830
Chicago, IL 60604

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AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighth day of December in the year Twenty-Two
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

The City of Bentonville, Arkansas
Parks and Recreation
215 SW A Street
Bentonville, AR 72712

and the Architect:
(Name, legal status, address and other information)

PORT Architecture and Urbanism LLC
53 W. Jackson Blvd., Suite 830
Chicago, IL 60604
(312) 519-1103

for the following Project:
(Name, location and detailed description)

8th Street Gateway Park
Bentonville, Arkansas
Schematic Design and Design Development Services

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Master Plan for 8th Street Gateway Park was developed for the Client by the Architect under a previous contract. As accepted by the Client, the 8th Street Gateway Park Master Plan sets forth the park program, conceptual plan and construction budget for the Schematic Design and Design Development scope of services. The owner's program, as described in the Master Plan, is summarized as follows:

Circulation

The Park Master plan includes 12.66 miles of trails and walks. Nearly 6 miles of this circulation is soft surface beginner mountain bike trails. Primary bike and pedestrian circulation through the park are via a shared use concrete path with a decomposed granite side path for running. This primary circulation runs east-west along a central spine connecting to the 8th Street and I Street intersection on the east. On the west the central spine ties in at grade at the 8th Street and Arrowhead Dr. intersection. A spur also tunnels below 8th Street and provides a direct connection to the Applegate trail to the north. To the south, the primary shared use route connects to 14th Street. Primary east-west vehicular circulation occurs along 8th Street which runs .80 miles along the length of the park. 8th Street is reconfigured with two primary circulation sections that accommodate a 2-way cycle track and a soft-surface mountain bike trail running the length of the 8th Street through park.

Melissa Drive runs north south and its length through the park is reconfigured to calm traffic and provide more continuity to the park. A new Park Drive runs along the southern edge of the site connecting Melissa Drive to 14th Street. This low-speed park drive has new perpendicular parking distributed along its length. Additional parking is

found in a small lot in the northeast section of the park, along portions of 8th Street near the Park Core and along Melissa Drive for a total of 300 dedicated parking spaces distributed throughout the park. Automobile, bike and pedestrian signage and wayfinding elements will be distributed throughout the park.

While the circulation program is distributed throughout the entire site, the Master Plan for 8th Street Gateway Park elaborates site specific enhancements within three park sub-areas: the West Park, East Park, and Park Core.

West Park

The West Park Landing—also known as The Porch—includes a small plaza for markets and food trucks, a balance bike course, a playground, and games area. The 5,000 square foot plaza is anchored by a small pavilion comprised of restrooms and a concession area within a larger canopy structure. The balance bike course creates an approximately 300' long loop that weaves between planted mounds. The track will be asphalt with striping with a crushed stone offshoot loop. The hillside playground at The Porch includes sloped topography, a boulder scramble, mulch and a two stainless steel slides. Located at the north and south ends of The Porch are areas for small courts and games, including ping pong tables, bocce ball courts and pickleball courts. West of The Porch, a 2.45-acre Great Lawn is set within a prairie landscape established along the entirety of the west park perimeter. The Great Lawn is ringed by a stabilized aggregate 1/4 mile running track. The West Park contains two predominant planting types—new canopy tree planting within and surrounding The Porch, and new prairie planting throughout the periphery of the park. New native understory planting will be implemented as part of stream restoration between the West Park and Park Core.

East Park

The East Park Landing—also known as The Headwaters—lies on the north side of 8th Street. The landing features a small community gathering area, parking, and bicycle trail head amenities. South of 8th Street, East Park improvements are focused on water quality improvements and stream enhancement, including a wet filtration garden with boardwalks at its periphery. The Cycle Ring and Gateway Bridges define a ¾-mile bike and pedestrian circulation loop feature encircling the East Park. The circular path is 12'-wide and ranges from at-grade, berm and elevated conditions, including two bridge structures spanning 8th Street. East Park planting includes woodland canopy enhancement, stream restoration and floodplain understory enhancement.

Park Core

Melissa Drive bisects the Park Core area. The East Side of Melissa Drive is primarily passive and southern portion of this area is the site of the Pet Resource Center, being developed by others under a separate contract. Flanking the west side of Melissa just south of 8th Street is the Park Core Landing—also known as The Yard—which includes large custom urban furniture and shaded comfort station pavilion. The pavilion opens out to a larger 13,000-square foot plaza space. To the south of The Yard lies a bicycle pump track, a skate garden and a wet meadow garden. The 1-acre playground emphasizes the use of natural components—wood + log structures, boulders, mulch surfacing—with accents of color and synthetic materials—rubber surfacing, painted metal—distributed throughout. Planting at the Park Core consists of multiple planting types—canopy and evergreen tree planting at The Yard, woodland planting at the playground, entry planting at the Melissa Dr. intersection, and wet meadow planting south of The Yard.

8th Street

This nearly mile-long corridor will be renovated to become a generous park drive, complete with the overpasses of the cycle ring, planted boulevard, separated bike lanes (cycle-track and soft trail), mid-block at-grade crossings, parallel parking and a new protected intersection design at Melissa Drive. The final configuration for the section of 8th Street through the park will be developed and constructed as part of the park project. The portions of 8th Street to the East of I Street and West of the Applegate Trail are being developed through a separate contract and planning process in coordination with the park plans.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Existing Site Conditions— General

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The 8th Street Gateway Park site comprises 109.1 acres between I Street to the east and the Krystal Heights neighborhood to the west. It is comprised of 5 individual parcels including a small parcel that extends south to 14th St. The site sits west of Walmart's (current) home office and downtown Bentonville and east of expanding residential neighborhoods to the west. South of the site is the Northwest Arkansas Classical Academy, a K-8 charter school, various light-industrial tenants, and the Benton County Jail. The Applegate Trail that connects north to Coler Preserve currently terminates at 8th St. Three major drainage courses run through the site and form the headwaters of the McKisic Creek–Sugar Creek watershed. In addition to these natural features, the park site includes a few existing structures including a vacant single-family residence and a sheet metal barn, as well as an overhead power line easement running east to west through the center of the project site. The park's namesake, 8th Street, runs the entire 0.83 miles east to west length of the site and comprises 5.9 acres of pavement.

West Park– Existing Conditions

The existing West Park site area includes a large hill that slopes gently north, east and south. This large open landscape is interspersed with stands of trees and is currently sown with hay. An existing house and barn lie along the ridge line that bisects the parcel and are connected by a long asphalt driveway that connects to 14th Street to the south. The eastern extent of the West Park is defined by a low lying and wooded stream. The western and southern edges are defined by woodland adjacent to residential properties. The West park lies higher than 8th Street to the north with a steep slope separating the two.

East Park– Existing Conditions

The parcels north and south of 8th Street in the East Park differ substantially in existing character. The north parcel gently slopes from the northern edge of the site down to 8th Street. It is largely defined by sparse clusters of early successional canopy tree species and understory that is cleared and mown. By contrast, the southern parcel is low-lying and defined by an existing scoured creek running east-west through the parcel's northern third. A denser tree canopy with greater species diversity is present on this parcel with the densest portions along the creek bed. Like the northern parcel the understory is cleared and often mown. The creek bed is receiving a significant amount of runoff from urbanized areas to the east of the site and the low-lying portions of the site are occasionally inundated.

Park Core– Existing Conditions

The Center of the park is bisected by Melissa Drive and is immediately adjacent to the Northwest Arkansas Classical Academy. The parcel is defined by two large areas of unmanaged meadow. The western portion of the parcel is presently inaccessible across an existing stream bed, but is dotted with early successional tree species, predominantly cedar, and scrub shrub. The western side of the parcel also has a large artificial mound, possibly from fill from the construction of 8th Street. This western area shows significant signs of disturbance from grading or other previous construction equipment activity.

Survey, Utilities + Geotechnical

The Client acknowledges that the Master Plan is not based on any detailed topographic survey, traffic study, utility study, geotechnical information or exact locations of any public and private site utilities and services. Under separate contracts, the Client will commission site surveys and geotechnical reports for the Architect's use during the Schematic Design and Design Development scopes of work.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

\$24,800,000 US Dollars

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design Phase – 16 Weeks (anticipated)
Design Development Phase – 16 Weeks (anticipated)

.2 Construction commencement date:

Unknown at the time of execution

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.3 Substantial Completion date or dates:

Unknown at the time of execution

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid anticipated; Multiple Bid Packages or Phased Construction Scope is unknown at the time of execution

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

N/A

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

TBD

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Unknown at the time of execution; TBD by Owner

.2 Civil Engineer / Geotechnical / Site Survey:

Unknown at the time of execution; TBD by Owner

.3 Construction Manager / Project Manager:

(Paragraphs deleted)

Unknown at the time of execution; TBD by Owner

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

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(List name, address, and other contact information.)

Andrew Moddrell
53 W. Jackson Blvd. Suite 830
Chicago, Illinois 60604
312-519-1103
moddrell@porturbanism.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Unknown at the time of execution

.2 Mechanical, Electrical and Plumbing Engineer:

Unknown at the time of execution

.3 Architect of Record:

Unknown at the time of execution

.4 Civil and Ecological Engineering:

Ecological Design Group
120 S. Izard Street
Little Rock, AR 72201

.5 Transportation Engineer:

Toole Design
172 E. Main Street, Suite 300
Spartanburg, SC 29306

.6 Mountain Biking Trail Consultant:

Unknown at the time of execution

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than 1 million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000) each accident, five hundred thousand dollars (\$ 500,000) each employee, and five hundred thousand (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services (NOT INCLUDED IN THIS CONTRACT)

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services (NOT INCLUDED IN THIS CONTRACT)

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding (NOT INCLUDED IN THIS CONTRACT)

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals (NOT INCLUDED IN THIS CONTRACT)

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services (NOT INCLUDED IN THIS CONTRACT)

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge

of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work (NOT INCLUDED IN THIS CONTRACT)

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor (NOT INCLUDED IN THIS CONTRACT)

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals (NOT INCLUDED IN THIS CONTRACT)

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work (NOT INCLUDED IN THIS CONTRACT)

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion (NOT INCLUDED IN THIS CONTRACT)

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Completed During Master Plan Process
§ 4.1.1.2 Multiple preliminary designs	Completed During Master Plan Process
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Completed During Master Plan Process
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Supplemental Schematic Design and Design Development services for Landscape Architecture, Civil, Ecological, and Transportation Engineering are included in the Architect's Scope and Fee for Basic Services

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

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- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 N/A () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 N/A () visits to the site by the Architect during construction
- .3 N/A () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within N/A (N/A) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the

Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The

Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the

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Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

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§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$927,520
- .2 Percentage Basis
(Insert percentage value)

N/A () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not Provided

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

According to Architect Staff Hourly Rate Table (below) or by Client-approved Sub-Consultant Additional Services Contract Proposal

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	N/A	percent (	N/A	%)
Design Development Phase	N/A	percent (	N/A	%)
Construction Documents Phase	N/A	percent (	N/A	%)
Procurement Phase	N/A	percent (	N/A	%)
Construction Phase	N/A	percent (	N/A	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Partner	\$195
Design Professional/Senior Associate	\$155
Associate	\$130
(Table deleted)	
Designer	\$115
Intern	\$85
Admin	\$75

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project. Transportation and authorized out of town travel and subsistence are included in the consultant fee. Reimbursable expenses are as follows:

- .1 Permitting and other fees required by authorities having jurisdiction over the Project;
 - .2 Printing, reproductions, plots, and standard form documents;
 - .3 Postage, handling, and delivery;
 - .4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
 - .5 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
 - .6 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- (Paragraphs deleted)
- .7 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of N/A (\$ N/A) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

N/A % N/A

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[
(Paragraphs deleted)

N/A] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits

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and scopes of services identified as exhibits in Section 4.1.2.)

.3 Other documents:
(List other documents, if any, forming part of the Agreement.)

8th Street Gateway Park Master Plan, December 8th, 2020

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Stephanie Orman, Mayor, City of Bentonville
(Printed name and title)

ARCHITECT *(Signature)*

Andrew Moddrell, Partner
(Printed name, title, and license number, if required)

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Additions and Deletions Report for **AIA® Document B101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:48:43 ET on 12/02/2020.

PAGE 1

AGREEMENT made as of the Eighth day of December in the year Twenty-Twenty

...

The City of Bentonville, Arkansas
Parks and Recreation
215 SW A Street
Bentonville, AR 72712

...

PORT Architecture and Urbanism LLC
53 W. Jackson Blvd., Suite 830
Chicago, IL 60604
(312) 519-1103

...

8th Street Gateway Park
Bentonville, Arkansas
Schematic Design and Design Development Services
PAGE 2

The Master Plan for 8th Street Gateway Park was developed for the Client by the Architect under a previous contract. As accepted by the Client, the 8th Street Gateway Park Master Plan sets forth the park program, conceptual plan and construction budget for the Schematic Design and Design Development scope of services. The owner's program, as described in the Master Plan, is summarized as follows:

Circulation

The Park Master plan includes 12.66 miles of trails and walks. Nearly 6 miles of this circulation is soft surface beginner mountain bike trails. Primary bike and pedestrian circulation through the park are via a shared use concrete path with a decomposed granite side path for running. This primary circulation runs east-west along a central spine connecting to the 8th Street and I Street intersection on the east. On the west the central spine ties in at grade at the 8th Street and Arrowhead Dr. intersection. A spur also tunnels below 8th Street and provides a direct connection to the Applegate trail to the north. To the south, the primary shared use route connects to 14th Street. Primary east-west vehicular circulation occurs along 8th Street which runs .80 miles along the length of the park. 8th Street is reconfigured with two primary circulation sections that accommodate a 2-way cycle track and a soft-surface mountain bike trail running the length of the 8th Street through park.

Melissa Drive runs north south and its length through the park is reconfigured to calm traffic and provide more continuity to the park. A new Park Drive runs along the southern edge of the site connecting Melissa Drive to 14th Street. This low-speed park drive has new perpendicular parking distributed along its length. Additional parking is

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found in a small lot in the northeast section of the park, along portions of 8th Street near the Park Core and along Melissa Drive for a total of 300 dedicated parking spaces distributed throughout the park. Automobile, bike and pedestrian signage and wayfinding elements will be distributed throughout the park.

While the circulation program is distributed throughout the entire site, the Master Plan for 8th Street Gateway Park elaborates site specific enhancements within three park sub-areas: the West Park, East Park, and Park Core.

West Park

The West Park Landing—also known as The Porch—includes a small plaza for markets and food trucks, a balance bike course, a playground, and games area. The 5,000 square foot plaza is anchored by a small pavilion comprised of restrooms and a concession area within a larger canopy structure. The balance bike course creates an approximately 300' long loop that weaves between planted mounds. The track will be asphalt with striping with a crushed stone offshoot loop. The hillside playground at The Porch includes sloped topography, a boulder scramble, mulch and a two stainless steel slides. Located at the north and south ends of The Porch are areas for small courts and games, including ping pong tables, bocce ball courts and pickleball courts. West of The Porch, a 2.45-acre Great Lawn is set within a prairie landscape established along the entirety of the west park perimeter. The Great Lawn is ringed by a stabilized aggregate 1/4 mile running track. The West Park contains two predominant planting types—new canopy tree planting within and surrounding The Porch, and new prairie planting throughout the periphery of the park. New native understory planting will be implemented as part of stream restoration between the West Park and Park Core.

East Park

The East Park Landing—also known as The Headwaters—lies on the north side of 8th Street. The landing features a small community gathering area, parking, and bicycle trail head amenities. South of 8th Street, East Park improvements are focused on water quality improvements and stream enhancement, including a wet filtration garden with boardwalks at its periphery. The Cycle Ring and Gateway Bridges define a 3/4-mile bike and pedestrian circulation loop feature encircling the East Park. The circular path is 12'-wide and ranges from at-grade, berm and elevated conditions, including two bridge structures spanning 8th Street. East Park planting includes woodland canopy enhancement, stream restoration and floodplain understory enhancement.

Park Core

Melissa Drive bisects the Park Core area. The East Side of Melissa Drive is primarily passive and southern portion of this area is the site of the Pet Resource Center, being developed by others under a separate contract. Flanking the west side of Melissa just south of 8th Street is the Park Core Landing—also known as The Yard—which includes large custom urban furniture and shaded comfort station pavilion. The pavilion opens out to a larger 13,000-square foot plaza space. To the south of The Yard lies a bicycle pump track, a skate garden and a wet meadow garden. The 1-acre playground emphasizes the use of natural components—wood + log structures, boulders, mulch surfacing—with accents of color and synthetic materials—rubber surfacing, painted metal—distributed throughout. Planting at the Park Core consists of multiple planting types—canopy and evergreen tree planting at The Yard, woodland planting at the playground, entry planting at the Melissa Dr. intersection, and wet meadow planting south of The Yard.

8th Street

This nearly mile-long corridor will be renovated to become a generous park drive, complete with the overpasses of the cycle ring, planted boulevard, separated bike lanes (cycle-track and soft trail), mid-block at-grade crossings, parallel parking and a new protected intersection design at Melissa Drive. The final configuration for the section of 8th Street through the park will be developed and constructed as part of the park project. The portions of 8th Street to the East of I Street and West of the Applegate Trail are being developed through a separate contract and planning process in coordination with the park plans.

PAGE 3

Existing Site Conditions—General

The 8th Street Gateway Park site comprises 109.1 acres between I Street to the east and the Krystal Heights neighborhood to the west. It is comprised of 5 individual parcels including a small parcel that extends south to 14th St. The site sits west of Walmart's (current) home office and downtown Bentonville and east of expanding residential neighborhoods to the west. South of the site is the Northwest Arkansas Classical Academy, a K-8 charter school, various light-industrial tenants, and the Benton County Jail. The Applegate Trail that connects north to Coler Preserve currently terminates at 8th St. Three major drainage courses run through the site and form the headwaters of the

McKisic Creek–Sugar Creek watershed. In addition to these natural features, the park site includes a few existing structures including a vacant single-family residence and a sheet metal barn, as well as an overhead power line easement running east to west through the center of the project site. The park's namesake, 8th Street, runs the entire 0.83 miles east to west length of the site and comprises 5.9 acres of pavement.

West Park– Existing Conditions

The existing West Park site area includes a large hill that slopes gently north, east and south. This large open landscape is interspersed with stands of trees and is currently sown with hay. An existing house and barn lie along the ridge line that bisects the parcel and are connected by a long asphalt driveway that connects to 14th Street to the south. The eastern extent of the West Park is defined by a low lying and wooded stream. The western and southern edges are defined by woodland adjacent to residential properties. The West park lies higher than 8th Street to the north with a steep slope separating the two.

East Park– Existing Conditions

The parcels north and south of 8th Street in the East Park differ substantially in existing character. The north parcel gently slopes from the northern edge of the site down to 8th Street. It is largely defined by sparse clusters of early successional canopy tree species and understory that is cleared and mown. By contrast, the southern parcel is low-lying and defined by an existing scoured creek running east-west through the parcel's northern third. A denser tree canopy with greater species diversity is present on this parcel with the densest portions along the creek bed. Like the northern parcel the understory is cleared and often mown. The creek bed is receiving a significant amount of runoff from urbanized areas to the east of the site and the low-lying portions of the site are occasionally inundated.

Park Core– Existing Conditions

The Center of the park is bisected by Melissa Drive and is immediately adjacent to the Northwest Arkansas Classical Academy. The parcel is defined by two large areas of unmanaged meadow. The western portion of the parcel is presently inaccessible across an existing stream bed, but is dotted with early successional tree species, predominantly cedar, and scrub shrub. The western side of the parcel also has a large artificial mound, possibly from fill from the construction of 8th Street. This western area shows significant signs of disturbance from grading or other previous construction equipment activity.

Survey, Utilities + Geotechnical

The Client acknowledges that the Master Plan is not based on any detailed topographic survey, traffic study, utility study, geotechnical information or exact locations of any public and private site utilities and services. Under separate contracts, the Client will commission site surveys and geotechnical reports for the Architect's use during the Schematic Design and Design Development scopes of work.

PAGE 4

\$24,800,000 US Dollars

...

Schematic Design Phase – 16 Weeks (anticipated)
Design Development Phase – 16 Weeks (anticipated)

...

Unknown at the time of execution

PAGE 5

Unknown at the time of execution

...

N/A

...

Competitive Bid anticipated; Multiple Bid Packages or Phased Construction Scope is unknown at the time of execution

...

N/A

...

N/A

...

TBD

...

Unknown at the time of execution; TBD by Owner

.2 — Civil Engineer: .2 Civil Engineer / Geotechnical / Site Survey:

Unknown at the time of execution; TBD by Owner

.3 Construction Manager / Project Manager:

.3 — Other, if any:

(List any other consultants and contractors retained by the Owner.)

Unknown at the time of execution; TBD by Owner

PAGE 6

Andrew Moddrell
53 W. Jackson Blvd. Suite 830
Chicago, Illinois 60604
312-519-1103
moddrell@porturbanism.com

...

Unknown at the time of execution

.2 Mechanical, Electrical and Plumbing Engineer:

Unknown at the time of execution

.3 Architect of Record:

.2 Mechanical Engineer: Unknown at the time of execution

.4 Civil and Ecological Engineering:

Ecological Design Group
120 S. Izard Street
Little Rock, AR 72201

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.3 Electrical Engineer: 5 Transportation Engineer:

Toole Design
172 E. Main Street, Suite 300
Spartanburg, SC 29306

.6 Mountain Biking Trail Consultant:

Unknown at the time of execution

...

N/A

...

N/A

PAGE 7

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than 1 million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000) each accident, five hundred thousand dollars (\$ 500,000) each employee, and five hundred thousand (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate.

PAGE 9

§ 3.4 Construction Documents Phase Services (NOT INCLUDED IN THIS CONTRACT)

PAGE 10

§ 3.5 Procurement Phase Services (NOT INCLUDED IN THIS CONTRACT)

...

§ 3.5.2 Competitive Bidding (NOT INCLUDED IN THIS CONTRACT)

...

§ 3.5.3 Negotiated Proposals (NOT INCLUDED IN THIS CONTRACT)

...

§ 3.6 Construction Phase Services (NOT INCLUDED IN THIS CONTRACT)

PAGE 11

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§ 3.6.2 Evaluations of the Work (NOT INCLUDED IN THIS CONTRACT)

...

§ 3.6.3 Certificates for Payment to Contractor (NOT INCLUDED IN THIS CONTRACT)

PAGE 12

§ 3.6.4 Submittals (NOT INCLUDED IN THIS CONTRACT)

...

§ 3.6.5 Changes in the Work (NOT INCLUDED IN THIS CONTRACT)

...

§ 3.6.6 Project Completion (NOT INCLUDED IN THIS CONTRACT)

PAGE 13

§ 4.1.1.1	Programming	Completed During Master Plan Process
§ 4.1.1.2	Multiple preliminary designs	Completed During Master Plan Process
§ 4.1.1.3	Measured drawings	Not Provided
§ 4.1.1.4	Existing facilities surveys	Not Provided
§ 4.1.1.5	Site evaluation and planning	Completed During Master Plan Process
§ 4.1.1.6	Building Information Model management responsibilities	Not Provided
§ 4.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8	Civil engineering	Architect
§ 4.1.1.9	Landscape design	Architect
§ 4.1.1.10	Architectural interior design	Not Provided
§ 4.1.1.11	Value analysis	Not Provided
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13	On-site project representation	Not Provided
§ 4.1.1.14	Conformed documents for construction	Not Provided
§ 4.1.1.15	As-designed record drawings	Not Provided
§ 4.1.1.16	As-constructed record drawings	Not Provided
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	Not Provided
§ 4.1.1.22	Security evaluation and planning	Not Provided
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided

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§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Architect</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not Provided</u>

PAGE 14

Supplemental Schematic Design and Design Development services for Landscape Architecture, Civil, Ecological, and Transportation Engineering are included in the Architect's Scope and Fee for Basic Services

...

N/A

PAGE 15

- .1 N/A () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 N/A () visits to the site by the Architect during construction
- .3 N/A () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

§ 4.2.5 If the services covered by this Agreement have not been completed within N/A (N/A) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 19

[X] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 21

None

...

None

PAGE 22

\$927,520

...

N/A () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

N/A

...

Not Provided

...

According to Architect Staff Hourly Rate Table (below) or by Client-approved Sub-Consultant Additional Services Contract Proposal

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent~~ ten percent (10 %), or as follows:
PAGE 23

N/A

...

Schematic Design Phase	<u>N/A</u>	percent (	<u>N/A</u>	%)
Design Development Phase	<u>N/A</u>	percent (	<u>N/A</u>	%)
Construction Documents Phase	<u>N/A</u>	percent (	<u>N/A</u>	%)
Procurement Phase	<u>N/A</u>	percent (	<u>N/A</u>	%)
Construction Phase	<u>N/A</u>	percent (	<u>N/A</u>	%)

...

Partner	\$195	
Design Professional/Senior Associate	\$155	
Associate	\$130	
Employee or Category		Rate (\$0.00)
Designer	\$115	
Intern	\$85	
Admin	\$75	

...

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~1~~ — ~~Transportation and authorized out-of-town travel and subsistence; Project. Transportation and authorized out of town travel and subsistence are included in the consultant fee. Reimbursable expenses are as follows;~~
- ~~2~~ — ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~3~~ — ~~1~~ Permitting and other fees required by authorities having jurisdiction over the Project;
- ~~4~~ — ~~2~~ Printing, reproductions, plots, and standard form documents;
- ~~5~~ — ~~3~~ Postage, handling, and delivery;
- ~~6~~ — ~~4~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~7~~ — ~~5~~ Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~8~~ — ~~6~~ If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- ~~9~~ — ~~All taxes levied on professional services and on reimbursable expenses;~~
- ~~10~~ — ~~Site office expenses;~~
- ~~11~~ — ~~Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,~~
- ~~12~~ — ~~7~~ Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5 %) of the expenses incurred.
PAGE 24

§ 11.10.1.1 An initial payment of N/A (\$ N/A) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

N/A % N/A

...

~~2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

~~(Insert the date of the E203-2013 incorporated into this agreement.)~~

3

2 Exhibits:

...

[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
~~(Insert the date of the E204-2017 incorporated into this agreement.)~~

[N/A] Other Exhibits incorporated into this Agreement:

PAGE 25

~~4~~ 3 Other documents:

...

8th Street Gateway Park Master Plan, December 8th, 2020

...

DRAFT

...

Stephanie Orman, Mayor, City of Bentonville

Andrew Moddrell, Partner

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Andrew Moddrell, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:48:43 ET on 12/02/2020 under Order No. 6124725182 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Partner

(Title)

12/2/2020

(Dated)

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(1869623384)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH PORT
FOR ADDITIONAL DESIGN SERVICES FOR THE 8TH
STREET GATEWAY PARK.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Port for additional design services for the 8th Street Gateway 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



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Bid award for Run Bentonville Half Marathon Finisher Hoodies.					

Estimated Cost	\$
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 25, 2020
Re: Council approval of bid award to Greenlayer for the purchase of Run Bentonville Half Marathon Hoodies for the 2021 event.

Bid award for bid IFB-20-61 for \$15,675 for the purchase of Finisher Hoodies for the Run Bentonville Half Marathon.

One of the encouragement items participants receive upon completion of the Bentonville Half Marathon event is a "Finisher Hoodie". We began offering this in 2015 as an added value to all runners who successfully complete the race. Based on participant feedback, this is something our participants look forward to receiving each year.

With the uncertainty of the COVID-19 pandemic, we are projecting to have to cap our race participants which reduces the amount of shirts we need. In the event that we are able to return to a more normal race with our usual participation numbers, the cost of shirts may increase to \$20,000 or higher. Our formal bid was done on a per-unit format and we have selected Greenlayer based on the price of the hoodies (please see attachment).

The expenses for these hoodies, and all other expenses, for this event are covered in the revenue produced in sponsorships and registration fees.

If you have any questions regarding this item, please call me at 696.0204, or email jstacey@bentonvillear.com

Attachments:

Bid Tabulation



CITY OF BENTONVILLE
BID OPENING TABULATION SHEET
IFB-20-61 2021 RUN BENTONVILLE HALF MARATHON FINISHER HOODIES
TUESDAY, NOVEMBER 17, 2020 @ 1:30 PM

BIDDER NAME	Sample Included	TOTAL BID PRICE
GreenLayer	Yes	\$ 15,675.00
International Promotional Ideas	No	\$ 64,000.00
Jet Custom Screenprinting	Yes	\$ 35,762.50

ALL BID TOTALS WILL BE CALCULATED AND A FINAL BID TABULATION WILL BE SENT VIA EMAIL.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE - CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-61

EXECUTION OF BID PAGE (REQUIRED)

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. All information on this page must be completed.

Unsigned bids will be rejected - no exceptions.

Name of Firm: Green/zyck Phone Number: 503-952-5504
Business Address (Full Street/City/State/Zip): 1853 SW Jefferson Street, Portland OR 97207
Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): Yes ☒ Yes ☐ No
Name of Contact Person: Kim Bilancio Email: _____
Signature of Authorized Person: _____ Date: 11-14-2020
Printed or Typed Name: Kim Bilancio Title: President
Arkansas Contractor's License Number: _____
Arkansas Sales or Use Tax Identification Number: _____

[This space has been intentionally left blank]



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE - CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-61

INTENT

The intent of this Invitation for Bid (IFB) is for the purchase and delivery of approximately 2,000 custom athletic styled hoodies, in red with a specific fabric blend, to present to finishers of the 2021 Run Bentonville Half Marathon.

Submissions to this bid are **REQUIRED** to have a sample included either with the bid packet or at a time **PRIOR** TO the bid opening date/time.

The City of Bentonville requires that bidders present a sample hoodie with their bid submission.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.
- Non-Document: Sample of proposed hoodie style/fabric blend.

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 purchase and delivery of approximately 2,000 custom athletic styled hoodies, in red with a specific fabric blend.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of approximately 2,000 custom athletic styled hoodies, in red with a specific fabric blend, to present to finishers of the 2021 Run Bentonville Half Marathon. The fabric blend shall be approximately 90% polyester and 10% spandex.

REQUIRED SAMPLE

All bid submissions are required to have a sample hoodie included in the submission. The sample hoodie may be delivered in a separate package; however, it must clearly state 'IFB-20-61-2021 Run Bentonville Half Marathon Finisher Hoodies Sample' and have the submitting company's information on the front of the envelope, and be received by Purchasing **PRIOR TO** the bid opening date and time.

Bid evaluation will include the evaluation of the submitted samples. The City reserves the right to include this evaluation in the evaluation for the bid award.

DELIVERY

The City of Bentonville requests delivery prior to March 9, 2021. If this schedule cannot be met, Bidder must state the number of days required to place products in the City's designated location. Failure to state delivery time obligates the Bidder to complete delivery by the City's requested delivery date. Extended delivery dates may be considered when in the best interest of the City. All deliveries will be to the City of Bentonville, Arkansas.

Delivery Date: 3-9-2021



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE - CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-61

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

The City will provide payment, by check, within fourteen (14) days of receipt. Failure to submit an invoice to the address above may result in a delay in payment.

PAYMENT TERMS



Net 30 days



Other: X

50% Deposit
50% Net 15-30



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE - CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-61

Contractor/Vendor Disclosure

Company Name: Greenbryce

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

☒ Yes ☐ No From previous Bids.

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 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.

X

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. KB Initials



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE - CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-61

SPECIFICATIONS SECTION

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 an "EQUIVALENT" or a "SUBSTITUTE" item, to the City's specifications. Bidder must also provide other information where indicated.

PRODUCT SPECIFICATIONS		
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" or a "SUBSTITUTE" item being offered to the City.
General:		
Quantity: Approximately 2,000 custom athletic styled hoodies.	X	
Fabric Blend: Approximately 90% polyester and 10% spandex.	X	
Sizing: Unisex Sizing	X	
Style: Athletic style WITH THUMBHOLES	X	
Color: Red	X	
Artwork Color(s): There will be two (2) colors on the front.	X	
Artwork Design: Artwork will be provided by the City.	X	
Delivery: All products must be in the City's possession prior to March 9, 2021.	X	
Unisex Sizing - Example of break-down quantity (NOT FINAL): City will work with the awarded Bidder to determine final quantities		
Extra Small - 100 Small - 400 Medium - 400 Large - 500 X-Large - 450 XXL - 150		

REQUIREMENT FOR INCLUSION OF SAMPLE (A SAMPLE HOODIE MUST BE INCLUDED IN THE BID SUBMISSION)	
Has a sample been included in the bid submission? <u> X </u> YES <u> </u> NO	



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE - CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-61

SPECIFICATIONS CONT..

PRODUCTION & DELIVERY SPECIFICATIONS (RESPONSES REQUIRED)	
METHOD OF DELIVERY:	Ocean + truck, AIR for USA
STANDARD PRODUCTION TIME:	65 DAYS
RUSH ORDER PRODUCTION TIME:	4 WEEKS
COST FOR RUSH ORDER PRODUCTION: (In the event of higher than anticipated participation.) (This fee shall not be included in the Total Bid Price, but shall be used as the basis of price in the event of a rush order.)	\$1.50 (Please indicate if the cost is a flat fee or a per unit fee)

The first order of shirts must be **IN HAND** no later than March 9, 2021.

[This space has been intentionally left blank]



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE - CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
JFB-20-61

PRICING SHEET

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

Bid prices SHALL NOT include the following:

- SALES TAX
- Any rush order costs in the 'Production and Delivery Required Response Fields

Delivery will be made to the City of Bentonville Parks and Recreation Department, located at 215 SW A St., Bentonville, Arkansas 72712.

The Bid Award will be based on the lowest and most responsible Total Bid Price after evaluation of the bid submissions and samples. The Total Bid Price is used for bid comparison purposes only; final quantities will be determined after award.

2021 RUN BENTONVILLE HALF MARATHON- FINISHER HOODIES:				
Item Number	Description	Unit Price (A)	Approx. Quantity (B)	Extended Price (A * B)
1	Extra Small	\$ 7.35	100	\$ 735
2	Small	\$ 7.35	400	\$ 2940
3	Medium	\$ 7.35	400	\$ 2940
4	Large	\$ 7.35	500	\$ 3675
5	X-Large	\$ 7.35	450	\$ 3307.50
6	XXL	\$ 8.35	150	\$ 1252.50
Interpretation of Quantities. <i>The quantities appearing are approximate only and are prepared for the comparison of bids; actual quantities may change based on the number of finishers in the event. Payment to the awarded Bidder will be made only for the actual quantities ordered and accepted, as specified.</i>			Subtotal:	\$ 14850
			Delivery Fee:	\$ 825.00
			TOTAL BID PRICE: (USED FOR BID COMPARISON PURPOSES ONLY).	\$ 15,675



Agenda Item Form

Date of City Council Meeting	12/8/2020
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: (Check All That Apply)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Bid award for Run Bentonville Half Marathon Race Shirts.					

Estimated Cost	\$
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below):	



117 West Central Avenue, Bentonville, AR 72712
www.bentonvillear.com
PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 25, 2020
Re: Bid Award of bid IFB-20-60 to SP Designs and Manufacturing Inc. for the Run Bentonville Half Marathon shirts.

Bid award of bid IFB-20-60 to SP Designs and Manufacturing Inc. for the amount of \$12,297.50 for the Run Bentonville Half Marathon shirts.

The 2021 Half Marathon will occur on Saturday, April 10th on the Downtown Bentonville Square. The program has grown in participation every year with more with over 3,000 runners participating in 2019. As a part of the registration fee for the event, runners receive a race t-shirt.

With the uncertainty of the COVID-19 pandemic, we are projecting to have to cap our race participants which reduces the amount of shirts we need. In the event that we are able to return to a more normal race with our usual participation numbers, the cost of shirts may increase to \$20,000 or higher. Our formal bid was done on a per-unit format and we have selected SP Designs and Manufacturing Inc. based on the price of the shirts (please see attachment).

The expenses for these shirts, and all other expenses, for this event are covered in the revenue produced in sponsorships and registration fees.

If you have any questions regarding this item, please call me at 696.0204, or email jstacey@bentonvillear.com

Attachments:

Run Bentonville Half Marathon Shirt Bid Tabulation

~ 392 ~

IFB-20-60 BID TABULATION PAGE 2 OF 2											
IFB-20-60 BID TABULATION-BASED ON CITY'S CURRENT ESTIMATED QUANTITIES (BID OPENING DATE: NOVEMBER 16, 2020 AT 1:30PM)											
Size	City's Quantity	Express Press		International Promotional Ideas, Inc.		Jet Custom Screen Printing		Riddell		SP Designs and Manufacturing, Inc.	
		Per Shirt Price	Extended Price Based on City Quantity	Per Shirt Price	Extended Price Based on City Quantity	Per Shirt Price	Extended Price Based on City Quantity	Per Shirt Price	Extended Price Based on City Quantity	Per Shirt Price	Extended Price Based on City Quantity
Competitor Shirts											
Men's Small	150	\$ 6.60	\$ 990.00	\$ 7.90	\$ 1,185.00	\$ 5.85	\$ 877.50	\$ 7.95	\$ 1,192.50	\$ 5.22	\$ 783.00
Men's Medium	400	\$ 6.60	\$ 2,640.00	\$ 7.90	\$ 3,160.00	\$ 5.85	\$ 2,340.00	\$ 7.95	\$ 3,180.00	\$ 5.22	\$ 2,088.00
Men's Large	350	\$ 6.60	\$ 2,310.00	\$ 7.90	\$ 2,765.00	\$ 5.85	\$ 2,047.50	\$ 7.95	\$ 2,782.50	\$ 5.22	\$ 1,827.00
Men's X-Large	200	\$ 6.60	\$ 1,320.00	\$ 7.90	\$ 1,580.00	\$ 5.85	\$ 1,170.00	\$ 7.95	\$ 1,590.00	\$ 5.22	\$ 1,044.00
Men's XXL	50	\$ 8.60	\$ 430.00	\$ 8.90	\$ 445.00	\$ 6.85	\$ 342.50	\$ 8.95	\$ 447.50	\$ 6.22	\$ 311.00
Women's Small	200	\$ 6.60	\$ 1,320.00	\$ 7.90	\$ 1,580.00	\$ 5.85	\$ 1,170.00	\$ 7.95	\$ 1,590.00	\$ 5.22	\$ 1,044.00
Women's Medium	450	\$ 6.60	\$ 2,970.00	\$ 7.90	\$ 3,555.00	\$ 5.85	\$ 2,632.50	\$ 7.95	\$ 3,577.50	\$ 5.22	\$ 2,349.00
Women's Large	150	\$ 6.60	\$ 990.00	\$ 7.90	\$ 1,185.00	\$ 5.85	\$ 877.50	\$ 7.95	\$ 1,192.50	\$ 5.22	\$ 783.00
Women's X-Large	150	\$ 6.60	\$ 990.00	\$ 7.90	\$ 1,185.00	\$ 5.85	\$ 877.50	\$ 7.95	\$ 1,192.50	\$ 5.22	\$ 783.00
Women's XXL	50	\$ 8.60	\$ 430.00	\$ 8.90	\$ 445.00	\$ 6.85	\$ 342.50	\$ 8.95	\$ 447.50	\$ 6.22	\$ 311.00
Bracket=	2150	Total:	\$ 14,390.00	Total:	\$ 17,085.00	Total:	\$ 12,677.50	Total:	\$ 17,192.50	Total:	\$ 11,323.00
Volunteer Shirts											
Small	75	\$ 3.84	\$ 288.00	\$ 4.40	\$ 330.00	\$ 4.35	\$ 326.25	\$ 4.25	\$ 318.75	\$ 3.30	\$ 247.50
Medium	75	\$ 3.84	\$ 288.00	\$ 4.40	\$ 330.00	\$ 4.35	\$ 326.25	\$ 4.25	\$ 318.75	\$ 3.30	\$ 247.50
Large	75	\$ 3.84	\$ 288.00	\$ 4.40	\$ 330.00	\$ 4.35	\$ 326.25	\$ 4.25	\$ 318.75	\$ 3.30	\$ 247.50
X-Large	55	\$ 3.84	\$ 211.20	\$ 4.40	\$ 242.00	\$ 4.35	\$ 239.25	\$ 4.25	\$ 233.75	\$ 3.30	\$ 181.50
XXL	10	\$ 5.84	\$ 58.40	\$ 6.85	\$ 68.50	\$ 6.35	\$ 63.50	\$ 5.85	\$ 58.50	\$ 5.05	\$ 50.50
Bracket=	290	Total:	\$ 1,133.60	Total:	\$ 1,300.50	Total:	\$ 1,281.50	Total:	\$ 1,248.50	Total:	\$ 974.50
		Total (Competitor & Volunteer):	\$ 15,523.60	Total (Competitor & Volunteer):	\$ 18,385.50	Total (Competitor & Volunteer):	\$ 13,959.00	Total (Competitor & Volunteer):	\$ 18,441.00	Total (Competitor & Volunteer):	\$ 12,297.50
*Totals are for bid comparison purposes only based on the City's latest estimated quantities. Quantities listed are estimated only; final payment will be made only for actual quantities ordered/delivered.											
City of Bentonville, Arkansas Purchasing Office - 117 W. Central Ave. Bentonville, AR 72712 - purchasing@bentonvillear.com - 479-271-3115											



CITY OF BENTONVILLE

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

FOR PUBLICATION

PUBLICATION DATE: November 1, 2020

NOTICE TO BIDDERS 2021 RUN BENTONVILLE HALF MARATHON T-SHIRTS IFB-20-60

The City of Bentonville is accepting formal sealed bids for the purchase and delivery of approximately 2,000 Sport-Tek Competitor Tech Tees with artwork and approximately 300 50/50 blend Unisex T-Shirts with artwork to be delivered prior to March 10th, 2021.

Specifications and the required bid packet may be obtained by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Office located at the address below.

Bidders who wish to deliver a bid submission prior to the bid opening may do so by delivering the bid submission to the Purchasing Office in City Hall, located at 117 West Central Avenue, Bentonville, Arkansas, 72712 (2nd floor). The deadline to deliver bid submissions to City Hall in advance is Monday, November 16, 2020 at 1:15pm, after which all bid submissions must be delivered to the bid opening location. There will be a public bid opening for IFB-20-60 held at 1:30pm on Monday, November 16, 2020; the bid opening will be held at the City of Bentonville Community Development Building in the City Council/Planning Commission Chambers, located at 305 Southwest A Street, Bentonville, AR 72712. Purchasing will be on-site at the bid opening location at 1:15pm to receive submissions from Bidders who wish to deliver their bid submissions at the bid opening/bid opening location. All bid submissions must be received by Purchasing prior to the public bid opening time. 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-20-60

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-20-60	Date of Issuance:	November 1, 2020
Description:	Run Bentonville Half Marathon Competitor Tees and Volunteer T-Shirts		
Requesting Department:	CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT		
Pre-Bid Meeting Information:	THERE IS NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION.		

SUBMISSION DEADLINE FOR BID SUBMISSIONS (BID OPENING DATE & TIME)	
Bid Opening Date and Time:	NOVEMBER 16, 2020 AT 1:30 P.M. CST
Bid Opening Location:	City of Bentonville Community Development Council/Planning Commission Chambers 305 SW A Street Bentonville, AR 72712 <i>Purchasing will be on-site at 1:15pm to receive hand delivered bid submissions prior to the Bid Opening time.</i>
Deadline for Bid Submissions Delivered in Advance to City Hall:	NOVEMBER 16, 2020 AT 1:15 P.M. CST <i>*All Bid Submissions delivered AFTER this deadline should be delivered ONLY to the Bid Opening location prior to the Bid Opening time. The City shall not be responsible for late bid submissions for any reason, including failure to adhere to the submission specifications.</i>

DELIVERY OF BID SUBMISSION	
Location for Bids Delivered Prior to 1:15PM on NOVEMBER 16, 2020:	City Hall – ATTN: Purchasing Office 117 W. Central Ave. Bentonville, AR 72712
Bid Submission Requirements:	All bids must be received by the Purchasing Office prior to the date and time listed herein for the bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late bids, unsigned bids, or bids which do not contain a bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their bid submission at the designated location on or before the bid opening date and time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	NOVEMBER 11, 2020 – 4:30 P.M. CST
<i>Questions should be submitted only to the Purchasing Office via the information contained in this IFB document.</i>	



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE - CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-60

EXECUTION OF BID PAGE (REQUIRED)

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. All information on this page must be completed.

Unsigned bids will be rejected - no exceptions.

Name of Firm: SP Designs and Mfg., Inc Phone Number: 239-424-8060
Business Address (Full Street/City/State/Zip): 1215 SE 10th St Cape Coral, FL 33990
Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): ☒ Yes ☐ No
Name of Contact Person: Jason Snyder Email: [REDACTED]
Signature of Authorized Person: [REDACTED] Date: 11-11-2020
Printed or Typed Name: Jason Snyder Title: Sales Representative
Arkansas Contractor's License Number: N/A
Arkansas Sales or Use Tax Identification Number: N/A

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE - CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-60

INTENT

The intent of this Invitation for Bid (IFB) is for the purchase and delivery of approximately 2,000 Sport-Tek Competitor Tech Tees for participants, and approximately 300 50/50 blend t-shirts for volunteers for the 2021 Run Bentonville Half Marathon, as specified.

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 vendor will receive a single purchase order issued by the City of Bentonville for the purchase and delivery of the final order quantities of the products, as specified.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of approximately 2,000 Sport-Tek Competitor Tech Tees, and approximately 300 50/50 blend t-shirts, as specified. Bidders are required to offer a minimum of 10 (ten) different color options for the City to choose from for the order.

Bidders are encouraged to include fabric samples, product photographs, and any other items that would aid in determining the suitability of the bidders product for participants and volunteers' t-shirts. Any samples are required to be included in the bid submission or received by Purchasing in a properly labeled envelope (including the bidders name and information and the solicitation number (IFB-20-60) on the outer envelope) PRIOR TO the bid opening date and time. The City reserves the right to evaluate bids based on the information provided in the bid submission and any sample included in the submission.

DELIVERY

The City of Bentonville requests delivery prior to March 10, 2021. The City anticipates placing the order in the first half of the month of January 2021. If this schedule cannot be met, Bidder must state the number of days required to place products in the City's designated location. Failure to state delivery time obligates the Bidder to complete delivery by the City's requested delivery date. Extended delivery dates may be considered when in the best interest of the City. All deliveries will be to the City of Bentonville, Arkansas.

Delivery Date: Prior to 3/10/2021 



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE - CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-60

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

The City will provide payment, by check, within fourteen (14) days of receipt. Failure to submit an invoice to the address above may result in a delay in payment.

PAYMENT TERMS

☒ Net 30 days

☐ Other: _____



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE - CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-60
Contractor/Vendor Disclosure

Company Name: SP Design & Mfg., Inc.

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

☐ Yes ☒ No - will register if awarded bid

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.** JK Initials



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE - CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-60

**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 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 from receiving 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.



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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, award will be made to the most responsive and responsible bidder, as determined in the bid evaluation process.
- 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.



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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



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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.



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SPECIFICATIONS SECTION

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 an "EQUIVALENT" or a "SUBSTITUTE" item, to the City's specifications. Bidder must also provide other information where indicated.

Bidders are encouraged to include fabric samples, product photographs, and any other items that would aid in determining the suitability of the bidders product for participants and volunteers' t-shirts.

PRODUCT SPECIFICATIONS FOR HALF MARATHON PARTICIPANTS T-SHIRTS		
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" or a "SUBSTITUTE" item being offered to the City.
General:		
Quantity: Approximately 2,000 Sport-Tek Competitor Tech Tees.	X	
Item: Sport-Tek -SKU ST350	X	
Item: Sport-Tek - SKU LST350	X	
Color(s): To be determined. A single color will be used. Color: 10 different color options available for the City to choose from for the order (choice of color will take place after award).	X	
Artwork Color(s): There will be four (4) colors printed on the front, and one (1) color printed on the back.	X	
Artwork Design: Artwork will be provided by the City.	X	
Delivery: All products must be in the City's possession prior to March 10, 2021.	X	
Men & Women Specific Sizing - Example of break-down quantity (NOT FINAL): City will work with the awarded Bidder to determine final quantities		
Men's Small – 150 Men's Medium – 400 Men's Large – 350 Men's X-Large – 200 Men's XXL – 50 Women's Small – 200 Women's Medium – 450 Women's Large – 150 Women's X-Large – 150 Women's XXL – 50	X	



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PRODUCT SPECIFICATIONS FOR HALF MARATHON VOLUNTEER T-SHIRTS		
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 " or a " SUBSTITUTE " item being offered to the City.
General:		
<u>Quantity:</u> Approximately 300 50/50 blend t-shirts.	X	
<u>Sizing:</u> Unisex Sizing	X	
<u>Color:</u> To be determined. A minimum of 10 color options shall be available for the City to choose from.	X	
<u>Artwork Color(s):</u> There will be two (2) colors printed on the front.	X	
<u>Artwork Design:</u> Artwork will be provided by the City and will be a different design than the participant's t-shirt.	X	
<u>Delivery:</u> All products must be in the City's possession prior to March 10, 2020.	X	
Unisex Sizing - Example of break-down quantity (NOT FINAL):		
City will work with the awarded Bidder to determine final quantities		
Small - 75 Medium - 75 Large - 75 X-Large- 55 XXL - 10	X	



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SPECIFICATIONS CONT..

PRODUCTION & DELIVERY SPECIFICATIONS (RESPONSES REQUIRED)	
METHOD OF DELIVERY:	UPS Ground
STANDARD PRODUCTION TIME FOR SPORT-TEK TEES:	14 days
STANDARD PRODUCTION TIME FOR VOLUNTEER T-SHIRTS:	14 days
RUSH ORDER PRODUCTION TIME FOR SPORT-TEK TEES:	5 days
RUSH ORDER PRODUCTION TIME FOR VOLUNTEER T-SHIRTS:	5 days
COST FOR RUSH ORDER PRODUCTION FOR SPORT-TEK TEES: (In the event of higher than anticipated participation) (This amount shall not be included in the bid pricing, but shall be used as the basis of payment in the event that a rush order is required).	\$ 0.00 (Please indicate if the cost is a flat fee or a per unit fee)
COST FOR RUSH ORDER PRODUCTION FOR VOLUNTEER T-SHIRTS: (In the event of higher than anticipated participation) (This amount shall not be included in the bid pricing, but shall be used as the basis of payment in the event that a rush order is required).	\$ 0.00 (Please indicate if the cost is a flat fee or a per unit fee)

The first order of shirts must be **IN HAND** no later than March 10, 2020.

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PRICING SHEET

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

Bid prices SHALL NOT include the following:

- SALES TAX
- Any rush order costs in the 'Production and Delivery Required Response Fields

Delivery will be made to the City of Bentonville Parks and Recreation Department, located at 215 SW A St., Bentonville, Arkansas 72712. All items must be delivered by March 10, 2021.

The Bid Award will be based on the lowest and most responsible submitted bid based on the City's final estimated quantities; award will be made to only one vendor for both competitor tees and volunteer t-shirts.

Currently, the City estimates 2,000 Competitor Tees and 300 volunteer T-Shirts; any quantities listed herein are approximate only, actual quantities may change based on the number of finishers in the event. Payment to the awarded Bidder will be made only for the actual quantities ordered and accepted, as specified.

The quantity brackets listed (i.e 500-999) represent a cumulative order of all sizes specified for that quantity bracket. For example, an order would be for a quantity 500 of various/multiple size shirts (ex. 200 small, 100 medium, 100 large, 100 XL for a total of 500) at the Price Per Shirt for the applicable sizes in that order's bracket (i.e. not for 500 of each individual size). Table A and Table B are separate order quantities and are not to be combined.

Bidders must complete pricing information in both Table A and Table B, located on the page following this.

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TABLE A: HALF MARATHON SHIRTS: SPORT-TEK COMPETITOR TECH TEES QUANTITY PRICING BRACKETS				
Item #	Quantity Bracket	Style	Size	Per Shirt Price
1	500-999	Men's/Women's	Small (Sm) - Extra-Large (XL)	\$ <u>5.22</u>
			2 Extra- Large (XXL)	\$ <u>6.22</u>
			3 Extra-Large (XXXL)	\$ <u>8.22</u>
2	1000-1999	Men's/Women's	Small (Sm) – Extra Large (XL)	\$ <u>5.22</u>
			2 Extra-Large (XXL)	\$ <u>6.22</u>
			3 Extra-Large (XXXL)	\$ <u>8.22</u>
3	2000-2499	Men's/Women's	Small (Sm) – Extra Large (XL)	\$ <u>5.22</u>
			2 Extra-Large (XXL)	\$ <u>6.22</u>
			3 Extra-Large (XXXL)	\$ <u>8.22</u>
4	2500-2999	Men's/Women's	Small (Sm) – Extra Large (XL)	\$ <u>5.22</u>
			2 Extra-Large (XXL)	\$ <u>6.22</u>
			3 Extra-Large (XXXL)	\$ <u>8.22</u>
5	3000	Men's/Women's	Small (Sm) – Extra Large (XL)	\$ <u>5.22</u>
			2 Extra-Large (XXL)	\$ <u>6.22</u>
			3 Extra-Large (XXXL)	\$ <u>8.22</u>
TABLE B: VOLUNTEER SHIRTS: 50/50 BLEND T-SHIRT				
Line Item #	Quantity	Style	Size	Per Shirt Price
1	0-99	Men's/Women's	Small (Sm) - Extra-Large (XL)	\$ <u>3.30</u>
			2 Extra- Large (XXL)	\$ <u>5.05</u>
			3 Extra-Large (XXXL)	\$ <u>6.51</u>
2	100-199	Men's/Women's	Small (Sm) – Extra Large (XL)	\$ <u>3.30</u>
			2 Extra-Large (XXL)	\$ <u>5.05</u>
			3 Extra-Large (XXXL)	\$ <u>6.51</u>
1	200-299	Men's/Women's	Small (Sm) - Extra-Large (XL)	\$ <u>3.30</u>
			2 Extra- Large (XXL)	\$ <u>5.05</u>
			3 Extra-Large (XXXL)	\$ <u>6.51</u>
1	300+	Men's/Women's	Small (Sm) - Extra-Large (XL)	\$ <u>3.30</u>
			2 Extra- Large (XXL)	\$ <u>5.05</u>
			3 Extra-Large (XXXL)	\$ <u>6.51</u>

SPORT-TEK**Sport-Tek® PosiCharge® Competitor™ Tee. ST350**

Lightweight, roomy and highly breathable, these moisture-wicking, value-priced tees feature PosiCharge technology to lock in color and prevent logos from fading.

- 3.6-ounce, 100% polyester interlock with PosiCharge technology
- Removable tag for comfort and relabeling
- Set-in sleeves

Given the extreme heat required for sublimation, please consult with your decorator. It is highly recommended to sample test product by color before production.

CARE INSTRUCTIONS

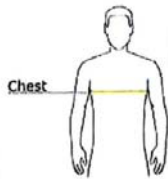
Machine wash cold with like colors, non-chlorine bleach only
If needed, do not use fabric softener, tumble dry low, remove promptly, cool iron if necessary, do not dry clean.



front



back

HOW TO MEASURE**CHEST WIDTH**

Measure under the arm and around the fullest part of the chest with arms down, keeping tape horizontal.

SIZE CHART

	XS	S	M	L	XL	2XL	3XL	4XL
Chest	32-34	35-37	38-40	41-43	44-46	47-49	50-53	54-57

COLOR INFORMATION

 Atomic Blue PMS 2202C	 Black PMS NTR BLACK CPMS 7421C	 Cardinal PMS 7464C	 Carolina Blue PMS 7464C	 Coyote Brown	 Deep Orange PMS 173C	 Forest Green PMS 553C	 Gold PMS 1235U	 Grey Concrete PMS 4401L GHAY 10C	 Iron Grey PMS 7640C	 Kelly Green PMS 341C
 Lime Shock PMS 376C	 Maroon PMS 504C	 Neon Orange	 Neon Pink PMS 806C	 Neon Yellow	 Olive Drab Green	 Purple PMS 7672C	 Sand PMS 453C	 Silver PMS 429C	 Texas Orange PMS 7584C	 Tropic Blue PMS 7474C
 True Navy PMS 535C	 True Red PMS 200C	 True Royal PMS 7686C	 Vegas Gold PMS 4625C	White						

11/11/2020



Woodland Brown

ST350 Spec Sheet

SPORT-TEK**Sport-Tek® Ladies PosiCharge® Competitor™ Tee. LST350**

Lightweight, roomy and highly breathable, these moisture-wicking, value-priced tees feature PosiCharge technology to lock in color and prevent logos from fading.

- 3.8-ounce, 100% polyester interlock with PosiCharge technology
- Removable tag for comfort and relabeling
- Set-in sleeves

Given the extreme heat required for sublimation, please consult with your decorator. It is highly recommended to sample test product by color before production.

CARE INSTRUCTIONS

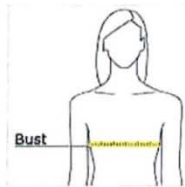
Machine wash cold with like colors, non-chlorine bleach only. If needed, do not use fabric softener, tumble dry low, remove promptly, cool iron if necessary, do not dry clean.



front



back

HOW TO MEASURE**BUST**

Measure under the arm and around the fullest part of the bust with arms down, keeping tape horizontal.

SIZE CHART

	XS	S	M	L	XL	XXL	3XL	4XL
Size	2	4/6	8/10	12/14	16/18	20/22	24/26	28/30
Bust	32-34	35-36	37-38	39-41	42-44	45-47	48-51	52-55

COLOR INFORMATION

Atomi Blue PMS 2203C	Black PMS NTR BLACK CPMS 7421C	Cardinal PMS 7454C	Carolina Blue PMS 7454C	Deep Orange PMS 173C	Forest Green PMS 553C	Gold PMS 1235C	Grey Concrete PMS COOL GRAY 10C	Iron Grey PMS 7540C	Kelly Green PMS 341C	Lime Shock PMS 375C
Maroon PMS 504C	Neon Orange PMS 806C	Neon Pink PMS 806C	Neon Yellow PMS 7425C	Pink Raspberry PMS 7425C	Purple PMS 7672C	Silver PMS 429C	Tropic Blue PMS 7474C	True Navy PMS 533C	True Red PMS 200C	True Royal PMS 7686C

White

GILDAN®**DryBlend® 50 Cotton/50 Poly T-Shirt. 8000**

- 5.5-ounce, 50 cotton/50 poly
- DryBlend moisture-wicking properties
- Tearaway label
- Seamless double-needle 7/8" collar
- Double-needle sleeves and hem
- Taped neck and shoulders

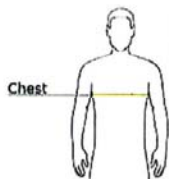
Please note: This product is transitioning from heat transfer labels to tearaway labels. Your order may contain a combination of both labels.



front



back

HOW TO MEASURE

Chest

CHEST WIDTH

Measure under the arm and around the fullest part of the chest with arms down, keeping tape horizontal.

SIZE CHART

	S	M	L	XL	2XL	3XL	4XL	5XL
Chest	34-36	38-40	42-44	46-48	50-52	54-56	58-60	62-64

COLOR INFORMATION

Ash PMS COOL GRAY 5C	Azalea PMS 2045C	Black PMS 690C	Carolina Blue PMS 659C	Catalina PMS 122C	Dark Heather PMS 7545C	Electric Green PMS 361C	Forest PMS 5535C	Gold PMS 1235C	Graphite Heather PMS 424 C	Helleborus PMS 213C
Irish Green PMS 2252C	Jade Dome PMS 7717C	Kelly Green PMS 335C	Light Blue PMS 643C	Light Pink PMS 684C	Lime PMS 7488C	Maroon PMS 7644C	Navy PMS 533C	Orange PMS 2029C	Orchid PMS 2635C	Purple PMS 2112C
Red PMS 199C	Royal PMS 7686C	Sand PMS 7828C	Sapphire PMS 641C	Sport Grey PMS COOL GRAY						

11/11/2020

8000 Spec Sheet

Tennessee Orange PMS 151C	Texas Orange PMS 7592C	White
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*Not all sizes are available in every color.