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 — **Tuesday, March 30, 2021 6:00 p.m.**
Bentonville Community Center — **1101 Southwest Citizens Circle**
BCC Community Rooms

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on March 30, 2021:**
https://us02web.zoom.us/webinar/register/WN_bjWYWn23RCCZ0tbG3OtDHw

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: March 9, 2021

AGENDA

1. Planning:

1a. **Ordinance accepting a property line adjustment of Lot 19, Magnolia Addition, Vytacil, 310 Huffman Street, R-1, Single-Family Residential.**

(Pages 17-19)

The Planning Commission voted 7-0, recommending approval.

A Property Line Adjustment of Lot 12 and the south half of Lot 13, Magnolia Park Addition, creating new Lot 19 (+/- 0.3 acres). The plat dedicates additional right-of-way along Jackson Street and Huffman Street to meet the requirements of the Master Street Plan.

1b. **Ordinance accepting a property line adjustment of Lots 26, 27 & 28, Block 9, W.A. Burks Addition, Village View, LLC , NE Monroe, NE Park & NE A Streets, DN-2, Downtown Medium Density Residential.**

(Pages 20-22)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lots 8-12 and Lot 25, Block 9, creating new Lot 26, (+/0.64 acres), Lot 27, (+/-1.69 acres) and Lot 28 (+/-0.36 acres) of W.A. Burks Addition. Per the requirements of the Master Street Plan, right-of-way is adequate along NE Park, NE Monroe and NE A Streets. The plat dedicates utility easements to serve the lots with public utilities.

1c. **Ordinance accepting a lot split of Lot 1 Carter & Associates Subdivision, Harmon, 900 SW Regional Airport Boulevard., A-1, Agriculture.**

(Pages 23-25)

The Planning Commission voted 7-0, recommending approval.

A lot split of an un-platted section of land creating new Lot 1 (+/- 0.64 acres) of Carter & Associates Subdivision. The plat dedicates additional right-of-way along SW Regional Airport Boulevard and SW I Street to meet the requirements of the Master Street Plan.

1d. **Ordinance accepting a lot split of Lots 1, 2, & 3 Hilltop Acres Subdivision, Kirkpatrick, 4708 Town Vu Road, R-1, Single-Family Residential.**

(Pages 26-28)

The Planning Commission voted 7-0, recommending approval.

A lot split of an un-platted section of land creating new Lot 1, (+/2.40 acres), Lot 2 (+/- 2.40 acres), and Lot 3 (+/- 3.5 acres) of Hilltop Acres Subdivision. Per the requirements of the Master Street Plan, right-of-way is being dedicated along Town Vu Road. The plat dedicates utility easements of varying lengths and widths to serve the lots with public utilities.

1e. **Resolution adopting the Bentonville Bike and Pedestrian Master Plan pursuant to Arkansas Code Annotated §14-56-414. To view this plan go to:** http://bentonvillear.com/DocumentCenter/View/6978/2021---Connect-Bentonville---Bike-and-Ped-Master-Plan---Low-Res?bidId.

(Pages 29-30)

The Planning Commission voted 7-0, recommending approval.

Connecting Bentonville provides the framework and necessary resources to guide the implementation of a safe and connected mobility network, resulting in healthy and convenient alternative access to destinations by walking and bicycling.

1f. **Ordinance changing real estate from C-2, General Commercial to C-3, Mixed-Use Commercial, Tailor Family Development, LLC, SE 30th and SE John Rollow Drive.**

(Pages 31-35)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Office. Office areas include properties primarily dedicated to professional employment/office uses, but can accommodate accessory commercial uses such as restaurant, service, or convenience uses oriented to serving office tenants.

The Future Land Use Plan and surrounding land uses both lend support to the rezoning request. Staff recommends approval of the rezoning request.

1g. **Ordinance changing real estate from R-3, Medium Density Residential to DE, Downtown Edge, Kuhlow, 514 SE E Street.**

(Pages 36-38)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Commercial. These areas traditional mixed-use developments with a focus on design character and pedestrian access. Ground-Floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper-Floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown Commercial areas, but only where it is not detrimental to the character of the area and is secondary to an active use.

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. The property is also shown to be within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Land Use Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 44). As investment in the area occurs, a creative and flexible blend of residential, commercial, and cultural uses can be expected (p. 143).

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 support the rezoning request. Staff recommends approval of the proposed rezoning.

1h. **Ordinance changing real estate from DE, Downtown Edge to DC, Downtown Core, Hall, 312 S Main Street.**

(Pages 39-41)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Downtown Commercial. Downtown Commercial areas include traditional mixed-use developments with a focus on design, character, and pedestrian access. Ground floor uses should capitalize on this pedestrian access such as restaurants, storefronts, etc.

This property is located within Priority Area 1, Downtown Intensification, of the Land Use and Strategic Growth Chapter of the Community Plan. This area supports the development of vacant properties already served by existing infrastructure.

This property is also located in the South Gateway Downtown Bentonville Character Area, which supports S Main Street as a secondary entry to Downtown, with a mix of local commercial, public services, and residential uses.

The Future Land Use Plan, the Land Use and Strategic Growth Chapter, and the South Gateway Downtown Character Area Plan all support the zoning request. Staff recommends approval of the rezoning request.

1i. **Ordinance changing real estate from A-1, Agricultural to C-2, General Commercial, Harmon and Sharpshair, SW Regional Airport Boulevard and SW I Street.**

(Pages 42-45)

The Planning Commission voted 7-0, recommending approval.

The property is within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Land Use Plan. This area focuses on development in areas proximate to existing infrastructure to capitalize on municipal investments that have already taken place. (p. 44). Also, this area is noted for its potential to support a variety of development types.

The Future Land Use Plan depicts this property as General Commercial. These areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged, but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

Planning staff has reviewed this rezoning request. It is consistent with the Future Land Use Plan and development patterns that have taken place in and around the surrounding area. Staff recommends approval of the proposed rezoning.

1j. **Ordinance changing real estate from A-1, Agricultural to R-3, Medium-Density Residential, Tirado-Wang, McCollum Road.**

(Pages 46-49)

The Planning Commission voted 7-0, recommending approval.

This property is located within Priority Area 2, Infill, of the Land Use and Strategic Growth Chapter of the Community Plan. The infill area represents an opportunity to capitalize on existing infrastructure and services, and support development that aligns with the goals of the Community Plan. The Infill area is projected to accommodate up to 31,000 new residents; the plan recommends working with developers and property owners to identify infill development sites on vacant or agricultural land.

The Future Land Use Plan depicts this property as Low-Density Residential. Low-Density Residential areas typically include detached single-family residences and local neighborhood oriented amenities such as schools, religious facilities or parks. The Low Density Residential land use classification is not consistent with the site's adjacency to McCollum Road nor Interstate 49.

The Strategic Growth Chapter of the Community Plan, the Master Street Plan, and the (pending) Bicycle and Pedestrian Master Plan all lend support the rezoning request. Staff recommends approval of the rezoning request.

1k. **Ordinance changing real estate from R-1, Single-Family Residential to DE, Downtown Edge, Lamplighter Restoration, LLC, 404 SE 6th Street.**

(Pages 50-52)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access. Ground-Floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper-Floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown commercial areas, but only where it is not detrimental to the character of the area and is secondary to an active use.

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. The property is also shown to be within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Community Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 44). As investment in the area occurs, a creative and flexible blend of residential, commercial, and cultural uses can be expected (p. 143).

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 support the rezoning request. Staff recommends approval of the proposed rezoning.

11. **Ordinance changing real estate from C-1, Neighborhood Commercial to C-2, General Commercial, Ortho MEK, LLP, SW Bright Road and SW Regional Airport Boulevard.**

(Pages 53-60)

The Planning Commission voted 7-0, recommending approval.

The Bentonville Community Plan discusses development potential along SW Regional Airport Boulevard in the Regional Airport Subarea Plan (p. 167). The plan cites the corridor's significant opportunity for new development. The Model Block Development Program (p. 168) depicts a transition from intense commercial uses along the Arterial (SW Regional Airport Boulevard) and a transition to less intensive uses further from the corridor and intersections. Applying the model ensures compatibility, functionality, and consistent development character.

This property is located within Priority Area 2, Infill, of the Land Use and Strategic Growth Chapter of the Community Plan. The infill area represents an opportunity to capitalize on existing infrastructure and services, and support development that aligns with the goals of the Community Plan. According to the plan, most of Bentonville's projected population and workforce growth can be accommodated within the Infill area.

The Future Land Use Plan depicts this property as General Commercial. General Commercial Areas include uses that serve nearby residents and those coming from other parts of the city or region.

The Future Land Use Plan, the Land Use and Strategic Growth Chapter, and the Regional Airport subarea plan all support the zoning request. In addition, the site's adjacency to a Collector Roadway and an Arterial Roadway, suggest support for General Commercial development. Staff recommends approval of the rezoning request.

1m. **Ordinance changing real estate from R-1, Single-Family Residential to DE, Downtown Edge, MO Hogs, LLC, SE B Street and SE 7th Street.**

(Pages 61-64)

The Planning Commission voted 7-0, recommending approval.

The Downtown Neighborhood Subarea Plan depicts this property within the Southeast Downtown Plan Area. This area, infused with cultural and institutional investment, is depicted as a Downtown Mixed-Use Residential Area. The plan states that as development occurs in these areas, a creative and flexible blend of residential, commercial, and cultural uses can be expected.

The Future Land Use Plan depicts this property as Downtown Commercial. Downtown Commercial areas include traditional mixed-use developments with a

focus on design, character, and pedestrian access. Ground floor uses should capitalize on this pedestrian access such as restaurants, storefronts, etc.

The Future Land Use Plan, Downtown Area Subarea Plan, and recent development and growth trends in proximity all support the rezoning request. Staff recommends approval of the rezoning request.

1n. **Ordinance changing real estate from R-1, Single-Family Residential to DE, Downtown Edge, Wisdom, 402 SE D Street.**

(Pages 65-67)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as High Density Residential. These areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

The Downtown Neighborhood Subarea Plan depicts this property within a High-Density Residential Area (p. 142). High-Density Residential areas allow for an increased neighborhood density primarily through the development of small-lot single-family housing and townhomes. These mixed residential areas tend to be adjacent to downtown commercial uses and serve as a transition between single-family residential to areas of higher density, a wider range of housing types, and areas of commercial/mixed-use development and activity.

The property is also shown to be within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Land Use Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 44). As investment and redevelopment occurs in this area, it is anticipated that density will increase as larger single-family properties are subdivided into smaller lots. (p. 142).

The proposed rezoning aligns with the Future Land Use Plan designation of High Density Residential 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 creditable to the rezoning request. Staff recommends approval of the proposed rezoning.

2. An ordinance extending the placement of tables, chairs and other items on City of Bentonville public on-street parking spaces adjacent to downtown business establishments from April 30, 2021 to August 31, 2021. **(Pages 68-69)**

3. Bid award for 750 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of $79,254.00. **(Pages 70-73)**

4a. An ordinance requesting approval for a Waiver of Bid and a related Agenda Item is a request for a Budget Adjustment. These items will allow for the purchase of two new fingerprinting computers from IDEMIA Identity and Security USA LLC. One device is for the Detention/Booking area to transmit mandated arrestee prints to

the Arkansas State Police (ASP) Automated Fingerprint Identification System (AFIS) for criminal history tracking and the other is to provide fingerprinting services to the public for various state licensing requirements, background checks, adoptions, conceal carry licenses, etc. These computer systems are the same used by AFIS and allow the fingerprints to be electronically/digitally to the ASP AFIS. Fingerprinting devices currently in use by the police department are in need of updates and are no longer supported due to the provider, Secure Outcomes, unexpectedly going out of business. The Budget Adjustment for the total project is $23,448.33 and will make use of existing Police Federal Equitable Sharing Escrow Account Funds to cover the cost of both devices, taxes, installation, and training. **(Pages 74-87)**

4b. Request for a Budget Adjustment and a related Agenda Item is a request for a Waiver of Bid. These items will allow for the purchase of two new fingerprinting computers from IDEMIA Identity and Security USA LLC. One device is for the Detention/Booking area to transmit mandated arrestee prints to the Arkansas State Police (ASP) Automated Fingerprint Identification System (AFIS) for criminal history tracking and the other is to provide fingerprinting services to the public for various state licensing requirements, background checks, adoptions, conceal carry licenses, etc. These computer systems are the same used by AFIS and allow the fingerprints to be electronically/digitally to the ASP AFIS. Fingerprinting devices currently in use by the police department are in need of updates and are no longer supported due to the provider, Secure Outcomes, unexpectedly going out of business. The Budget Adjustment for the total project is $23,448.33 and will make use of existing Police Federal Equitable Sharing Escrow Account Funds to cover the cost of both devices, taxes, installation, and training. **(Pages 88-89)**

5. Resolution request to declare one (1) no longer in-service police department vehicle as surplus property. The vehicle to be declared surplus is a 2012 Chevy Impala (2010-12) police package sedan, VIN # 2GIWD5E3XC1235215. This vehicle is equipped with blue emergency lighting, audible siren, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon approval and being declared as surplus, this vehicle may be transferred to the State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety with lighting, sirens, and other law enforcement specific equipment intact. The State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety would use this vehicle for law enforcement purposes. Transferring ownership of a retired police vehicle in this manner represents a responsible and safe disposition of this sort of vehicle and also saves the city the costs associated with the removal and proper disposal of law enforcement only equipment. It also saves costs associated with prolonged storage of these vehicles awaiting auction. Additionally, this transfer encourages local partnerships and supports law enforcement and public safety in Northwest Arkansas. See attached letter from the State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety and the vehicle transfer agreement that will accompany the vehicle to be disposed. **(Pages 90-94)**

6. Bid award to Emergency Communication Systems (ECS) Mobile Alerting Systems for the purchase of a ECS-5 Rapid Deployment Mass Notification System for the City of Bentonville in the amount of $99,976.35 including tax. This is a 2021 budgeted item shared between the Bentonville Fire Department, and the Bentonville Police Department. **(Pages 95-118)**

7. Bid award IFB-21-04 to Empire Group for the bi-weekly mowing of state highway right-of-ways within the City of Bentonville city limits with an amount not to exceed $165,000. This is a 2021 budgeted item. This agreement may be extended up to 3 years upon mutual agreement of both parties and Council allocating funds. **(Pages 119-180)**

8. Resolution authorizing the Mayor and City Clerk to enter into an agreement with the City of Bella Vista allowing for a permanent trail easement on land currently owned by the City of Bentonville. **(Pages 181-187)**

9. Resolution authorizing the Mayor to enter into an agreement with ARDOT, funding $155,650.00 from the Bond fund account allocated to the addition of certain traffic signal items as per Change Order #13 of BB0903 project. **(Pages 188-199)**

City Council Agenda Items
For City Council Meeting of March 30, 2021
From the March 16, 2021 Planning Commission Meeting

Ordinance accepting a property line adjustment of Lot 19, Magnolia Addition, Vytacil, 310 Huffman Street, R-1, Single-Family Residential.

The Planning Commission voted 7-0, recommending approval.

A Property Line Adjustment of Lot 12 and the south half of Lot 13, Magnolia Park Addition, creating new Lot 19 (+/- 0.3 acres). The plat dedicates additional right-of-way along Jackson Street and Huffman Street to meet the requirements of the Master Street Plan.

Ordinance accepting a property line adjustment of Lots 26, 27 & 28, Block 9, W.A. Burks Addition, Village View, LLC , NE Monroe, NE Park & NE A Streets, DN-2, Downtown Medium Density Residential.

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lots 8-12 and Lot 25, Block 9, creating new Lot 26, (+/0.64 acres), Lot 27, (+/-1.69 acres) and Lot 28 (+/-0.36 acres) of W.A. Burks Addition. Per the requirements of the Master Street Plan, right-of-way is adequate along NE Park, NE Monroe and NE A Streets. The plat dedicates utility easements to serve the lots with public utilities.

Ordinance accepting a lot split of Lot 1 Carter & Associates Subdivision, Harmon, 900 SW Regional Airport Boulevard., A-1, Agriculture.

The Planning Commission voted 7-0, recommending approval.

A lot split of an un-platted section of land creating new Lot 1 (+/- 0.64 acres) of Carter & Associates Subdivision. The plat dedicates additional right-of-way along SW Regional Airport Boulevard and SW I Street to meet the requirements of the Master Street Plan.

Ordinance accepting a lot split of Lots 1, 2, & 3 Hilltop Acres Subdivision, Kirkpatrick, 4708 Town Vu Road, R-1, Single-Family Residential.

The Planning Commission voted 7-0, recommending approval.

A lot split of an un-platted section of land creating new Lot 1, (+/2.40 acres), Lot 2 (+/- 2.40 acres), and Lot 3 (+/- 3.5 acres) of Hilltop Acres Subdivision. Per the requirements of the Master Street Plan, right-of-way is being dedicated along Town Vu Road. The plat dedicates utility easements of varying lengths and widths to serve the lots with public utilities.

Resolution adopting the Bentonville Bike and Pedestrian Master Plan pursuant to Arkansas Code Annotated §14-56-414.

The Planning Commission voted 7-0, recommending approval.

Connecting Bentonville provides the framework and necessary resources to guide the implementation of a safe and connected mobility network, resulting in healthy and convenient alternative access to destinations by walking and bicycling.

Ordinance changing real estate from C-2, General Commercial to C-3, Mixed-Use Commercial, Tailor Family Development, LLC, SE 30th and SE John Rollow Drive.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Office. Office areas include properties primarily dedicated to professional employment/office uses, but can accommodate accessory commercial uses such as restaurant, service, or convenience uses oriented to serving office tenants.

The Future Land Use Plan and surrounding land uses both lend support to the rezoning request.

Staff recommends approval of the rezoning request.

Ordinance changing real estate from R-3, Medium Density Residential to DE, Downtown Edge, Kuhlow, 514 SE E Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Commercial. These areas traditional mixed-use developments with a focus on design character and pedestrian access. Ground-Floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper-Floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown Commercial areas, but only where it is not detrimental to the character of the area and is secondary to an active use.

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. The property is also shown to be within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Land Use Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 44). As investment in the area occurs, a creative and flexible blend of residential, commercial, and cultural uses can be expected (p. 143).

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 support the rezoning request. Staff recommends approval of the proposed rezoning.

Ordinance changing real estate from DE, Downtown Edge to DC, Downtown Core, Hall, 312 S Main Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Downtown Commercial. Downtown Commercial areas include traditional mixed-use developments with a focus on design, character, and pedestrian access. Ground floor uses should capitalize on this pedestrian access such as restaurants, storefronts, etc.

This property is located within Priority Area 1, Downtown Intensification, of the Land Use and Strategic Growth Chapter of the Community Plan. This area supports the development of vacant properties already served by existing infrastructure.

This property is also located in the South Gateway Downtown Bentonville Character Area, which supports S Main Street as a secondary entry to Downtown, with a mix of local commercial, public services, and residential uses.

The Future Land Use Plan, the Land Use and Strategic Growth Chapter, and the South Gateway Downtown Character Area Plan all support the zoning request.

Staff recommends approval of the rezoning request.

Ordinance changing real estate from A-1, Agricultural to C-2, General Commercial, Harmon and Sharpshair, SW Regional Airport Boulevard and SW I Street.

The Planning Commission voted 7-0, recommending approval.

The property is within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Land Use Plan. This area focuses on development in areas proximate to existing infrastructure to capitalize on municipal investments that have already taken place. (p. 44). Also, this area is noted for its potential to support a variety of development types.

The Future Land Use Plan depicts this property as General Commercial. These areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged, but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

Planning staff has reviewed this rezoning request. It is consistent with the Future Land Use Plan and development patterns that have taken place in and around the surrounding area. Staff recommends approval of the proposed rezoning.

Ordinance changing real estate from A-1, Agricultural to R-3, Medium-Density Residential, Tirado-Wang, McCollum Road.

The Planning Commission voted 7-0, recommending approval.

This property is located within Priority Area 2, Infill, of the Land Use and Strategic Growth Chapter of the Community Plan. The infill area represents an opportunity to capitalize on existing infrastructure and services, and support development that aligns with the goals of the Community Plan. The Infill area is projected to accommodate up to 31,000 new residents; the plan recommends working with developers and property owners to identify infill development sites on vacant or agricultural land.

The Future Land Use Plan depicts this property as Low-Density Residential. Low-Density Residential areas typically include detached single-family residences and local neighborhood oriented amenities such as schools, religious facilities or parks. The Low Density Residential land use classification is not consistent with the site's adjacency to McCollum Road nor Interstate 49.

The Strategic Growth Chapter of the Community Plan, the Master Street Plan, and the (pending) Bicycle and Pedestrian Master Plan all lend support the rezoning request.

Staff recommends approval of the rezoning request.

Ordinance changing real estate from R-1, Single-Family Residential to DE, Downtown Edge, Lamplighter Restoration, LLC, 404 SE 6th Street.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access. Ground-Floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper-Floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown commercial areas, but only where it is not detrimental to the character of the area and is secondary to an active use.

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. The property is also shown to be within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Community Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 44). As investment in the area occurs, a creative and flexible blend of residential, commercial, and cultural uses can be expected (p. 143).

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 support the rezoning request. Staff recommends approval of the proposed rezoning.

Ordinance changing real estate from C-1, Neighborhood Commercial to C-2, General Commercial, Ortho MEK, LLP, SW Bright Road and SW Regional Airport Boulevard.

The Planning Commission voted 7-0, recommending approval.

The Bentonville Community Plan discusses development potential along SW Regional Airport Boulevard in the Regional Airport Subarea Plan (p. 167). The plan cites the corridor's significant opportunity for new development. The Model Block Development Program (p. 168) depicts a transition from intense commercial uses along the Arterial (SW Regional Airport Boulevard) and a transition to less intensive uses further from the corridor and intersections. Applying the model ensures compatibility, functionality, and consistent development character.

This property is located within Priority Area 2, Infill, of the Land Use and Strategic Growth Chapter of the Community Plan. The infill area represents an opportunity to capitalize on existing infrastructure and services, and support development that aligns with the goals of the Community Plan. According to the plan, most of Bentonville's projected population and workforce growth can be accommodated within the Infill area.

The Future Land Use Plan depicts this property as General Commercial. General Commercial Areas include uses that serve nearby residents and those coming from other parts of the city or region.

The Future Land Use Plan, the Land Use and Strategic Growth Chapter, and the Regional Airport subarea plan all support the zoning request. In addition, the site's adjacency to a Collector Roadway and an Arterial Roadway, suggest support for General Commercial development.

Staff recommends approval of the rezoning request.

Ordinance changing real estate from R-1, Single-Family Residential to DE, Downtown Edge, MO Hogs, LLC, SE B Street and SE 7th Street.

The Planning Commission voted 7-0, recommending approval.

The Downtown Neighborhood Subarea Plan depicts this property within the Southeast Downtown Plan Area. This area, infused with cultural and institutional investment, is depicted as a Downtown Mixed-Use Residential Area. The plan states that as development occurs in these areas, a creative and flexible blend of residential, commercial, and cultural uses can be expected.

The Future Land Use Plan depicts this property as Downtown Commercial. Downtown Commercial areas include traditional mixed-use developments with a focus on design, character, and pedestrian access. Ground floor uses should capitalize on this pedestrian access such as restaurants, storefronts, etc.

The Future Land Use Plan, Downtown Area Subarea Plan, and recent development and growth trends in proximity all support the rezoning request.

Staff recommends approval of the rezoning request.

Ordinance changing real estate from R-1, Single-Family Residential to DE, Downtown Edge, Wisdom, 402 SE D Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan depicts this property as High Density Residential. These areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

The Downtown Neighborhood Subarea Plan depicts this property within a High-Density Residential Area (p. 142). High-Density Residential areas allow for an increased neighborhood density primarily through the development of small-lot single-family housing and townhomes. These mixed residential areas tend to be adjacent to downtown commercial uses and serve as a transition between single-family residential to areas of higher density, a wider range of housing types, and areas of commercial/mixed-use development and activity.

The property is also shown to be within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Land Use Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 44). As investment and redevelopment occurs in this area, it is anticipated that density will increase as larger single-family properties are subdivided into smaller lots. (p. 142).

The proposed rezoning aligns with the Future Land Use Plan designation of High Density Residential 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 creditable to the rezoning request. Staff recommends approval of the proposed rezoning.

Consent Agenda Items

For Planning Commission meeting of March 16, 2021

Reviewer: Tyler Overstreet, AICP, Planning Services Manager

- At the Technical Review meeting held on March 9, 2021 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 19 Magnolia Park Addition, 310 Huffman Street, R-1, Single-Family Residential, *PLA21-0006*

A Property Line Adjustment of Lot 12 and the south half of Lot 13, Magnolia Park Addition, creating new Lot 19 (+/- 0.3 acres). The plat dedicates additional right-of-way along Jackson Street and Huffman Street to meet the requirements of the Master Street Plan.

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

Property Line Adjustment: Lots 26, 27 & 28, Block 9, W.A. Burks Addition, NE Monroe, NE Park & NE A Streets, DN-2, Downtown Medium Density Residential , *PLA20-0007*

A property line adjustment of existing Lots 8-12 and Lot 25, Block 9, creating new Lot 26, (+/0.64 acres), Lot 27, (+/-1.69 acres) and Lot 28 (+/-0.36 acres) of W.A. Burks Addition. Per the requirements of the Master Street Plan, right-of-way is adequate along NE Park, NE Monroe and NE A Streets. The plat dedicates utility easements to serve the lots with public utilities.

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

Lot Split: Lot 1 Carter & Associates Subdivision, 900 SW Regional Airport Blvd., A-1, Agriculture, *LS21-0005*

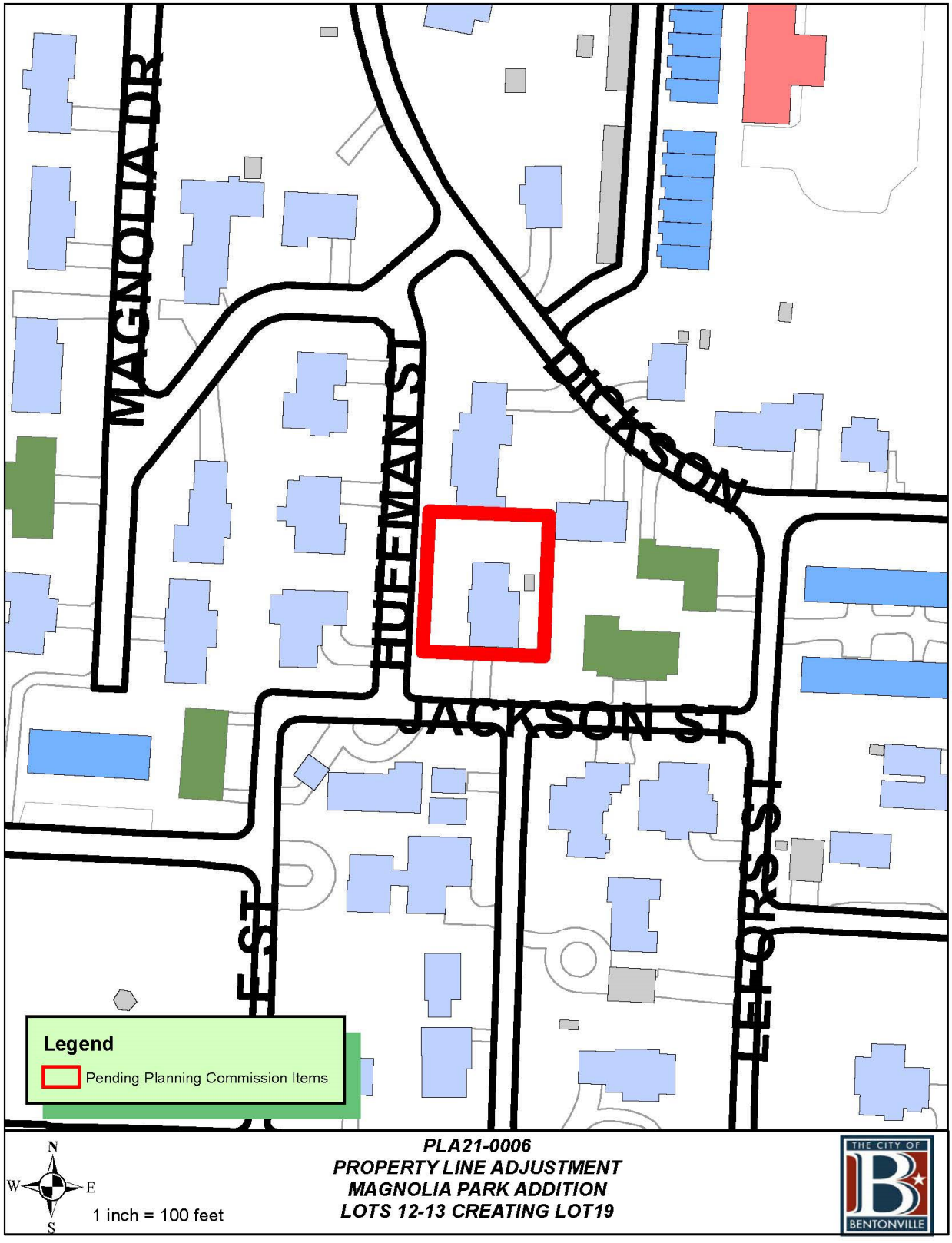
A lot split of an un-platted section of land creating new Lot 1 (+/- 0.64 acres) of Carter & Associates Subdivision. The plat dedicates additional right-of-way along SW Regional Airport Boulevard and SW I Street to meet the requirements of the Master Street Plan.

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

Lot Split: Lots 1 2 & 3 Hilltop Acres Subdivision, 4708 Town Vu Road, R-1, Single-Family Residential, *LS20-0027*

A lot split of an un-platted section of land creating new Lot 1, (+/2.40 acres), Lot 2 (+/- 2.40 acres), and Lot 3 (+/- 3.5 acres) of Hilltop Acres Subdivision. Per the requirements of the Master Street Plan, right-of-way is being dedicated along Town Vu Road. The plat dedicates utility easements of varying lengths and widths to serve the lots with public utilities.

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


MAGNOLIA DR
HUFFMAN ST
DICKSON
JACKSON ST
EST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
PLA21-0006
PROPERTY LINE ADJUSTMENT
MAGNOLIA PARK ADDITION
LOTS 12-13 CREATING LOT19
THE CITY OF
BENTONVILLE

PROPERTY LINE ADJUSTMENT OF LOT 12 AND THE SOUTH HALF OF LOT 13, MAGNOLIA PARK ADDITION, CREATING NEW LOT #19

OWNER'S CERTIFICATION:
WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

SIGNED : _____ _____
SEAN FULLER ELIZABETH FULLER

SOURCE OF TITLE: WARRANTY DEED B. L2018, P. 26639

SUBSCRIBED AND SWORN BEFORE ME, THIS ____ DAY OF _____, 2021.

_____
NOTARY PUBLIC

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

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

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

DATE OF EXECUTION: _____

SIGNED: _____
REGISTERED LAND SURVEYOR NO. 1642 - STATE OF ARKANSAS

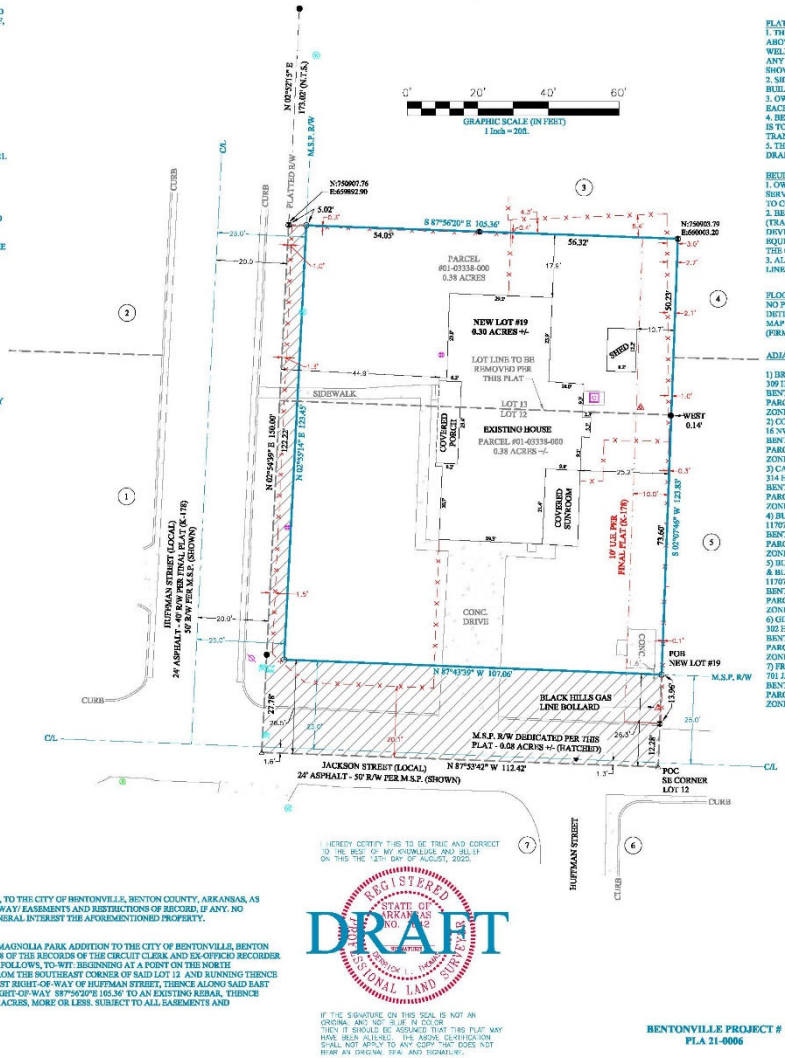
FIELD WORK:
AUGUST 10, 11, & 12, 2020

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE

REFERENCE DOCUMENTS:
1) PLAT OF SURVEY FILED IN BOOK 6 AT PAGE 217
2) PLAT OF SURVEY FILED IN BOOK 20 AT PAGE 30
3) WARRANTY DEED FILED IN BOOK L2018 AT PAGE 26639
4) FINAL PLAT OF MAGNOLIA PARK FILED IN BOOK K AT PAGE 178
5) PLAT OF SURVEY FILED IN BOOK 2006 AT PAGE 901

PROPERTY ZONED:
R-1

BUILDING SETBACK NOTE:
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT www.bentonvilleanning.com OR CALL THE PLANNING DEPARTMENT @ 479-271-3122



PLAT NOTES:
1. THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.
2. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
3. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
4. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
5. THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

BEUD NOTES:
1. OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE.
2. BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINES.
3. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS.
(FIRM PANEL #03007C0050J. DATED 09/ 28/ 2007)

ADJACENT LAND OWNERS

1) BRYAN, AUSTIN BLAIR
309 HUFFMAN ST
BENTONVILLE, AR
PARCEL #01-03337-000
ZONED: R-1
2) COLLOM, DREW W & NANCY B
16 NW ROBSON WAY
BENTONVILLE AR 72712-4106
PARCEL #01-03336-000
ZONED: R-1
3) CALDWELL, JOSEPH S & KRISTIN S
314 HUFFMAN ST
BENTONVILLE, AR
PARCEL #01-03339-000
ZONED: R-1
4) BURKE, ANNE F
11707 PUNKIN HOLLOW RD
BENTONVILLE AR 72712-8790
PARCEL #01-06502-000
ZONED: R-2
5) BURKE TRUST, CHARLES G & BURKE TRUST, ANNE F
11707 PUNKIN HOLLOW RD
BENTONVILLE AR 72712-8790
PARCEL #01-06501-000
ZONED: R-2
6) GILLIHAN FAMILY TRUST, MALCOLM L & LISA E
302 HUFFMAN ST
BENTONVILLE, AR
PARCEL #01-03161-002
ZONED: R-1
7) FRANKLIN REVOCABLE TRUST, DON & TRENA
701 JACKSON ST
BENTONVILLE, AR
PARCEL #01-03163-000
ZONED: R-1

PROPERTY OWNERS:
FULLER, SEAN & ELIZABETH
310 HUFFMAN ST
BENTONVILLE AR 72712

ATLAS PAGE:
361

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 12TH DAY OF AUGUST, 2020.

DRAFT

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

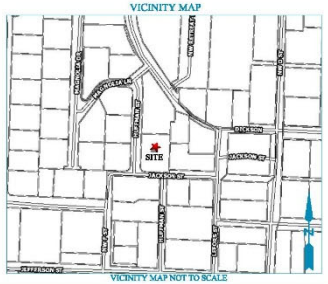
EXISTING WARRANTY DEED DESCRIPTION (B. L2018 - P. 26639):

LOT 12 AND THE SOUTH 1/2 OF LOT 13, MAGNOLIA PARK ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "K" AT PAGE 178. SUBJECT TO RIGHT OF WAY/ EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY. NO WARRANTY OR REPRESENTATION IS MADE HEREIN AS TO ANY MINERAL INTEREST THE AFOREMENTIONED PROPERTY.

NEW LOT #19 SURVEY DESCRIPTION:
A PART OF LOT 12 AND A PART OF THE SOUTH HALF OF LOT 13 OF MAGNOLIA PARK ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "K" AT PAGE 178 OF THE RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY OF JACKSON STREET WHICH IS N02°07'46"E 6.24' FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING THENCE ALONG SAID NORTH RIGHT-OF-WAY N87°43'39"W 107.06' TO THE EAST RIGHT-OF-WAY OF HUFFMAN STREET, THENCE ALONG SAID EAST RIGHT-OF-WAY N02°55'14"E 123.45', THENCE LEAVING SAID EAST RIGHT-OF-WAY S87°56'20"E 105.36' TO AN EXISTING REBAR, THENCE S02°07'46"W 123.83' TO THE POINT OF BEGINNING, CONTAINING 0.30 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BENTONVILLE PROJECT # PLA 21-0006

VICINITY MAP



VICINITY MAP NOT TO SCALE

RECORDING NUMBER/DATE:

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

BOUNDARY LINE (MEASURED)
LOT LINE
TREE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
UTILITY EASEMENT
FENCE
WATER METER
FIRE HYDRANT
AIR CONDITIONER UNIT
BOOK OF DEEDS
CONCRETE POST
ELECTRIC METER
GAS METER / BOLLARD
WATER VALVE
SANITARY SEWER MH
CLEAN OUT
POWER POLE

Bates & Associates, Inc.
Engineers · Surveyors · Landscape Architects
1506 S. Pleasant Ridge Dr. · Fayetteville, Arkansas 72703 · 479.443.3566 · Fax 479.443.3644

The drawings, specifications and ideas incorporated herein, as an instrument of service, are and shall remain the property of Bates & Associates, Inc. The reproduction or unauthorized use of these documents without the written permission of Bates & Associates, Inc. is prohibited. Any unauthorized use shall be at the user's sole risk and without liability to Bates & Associates, Inc. and the user shall indemnify and hold harmless Bates & Associates, Inc. against all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any party who modifies these documents without the express written consent of Bates & Associates, Inc. shall assume full responsibility for the results of such unauthorized use. Bates & Associates, Inc. shall not be responsible for any modifications made to these documents by any party other than Bates & Associates, Inc. Any party who modifies these documents without the express written consent of Bates & Associates, Inc. shall indemnify and hold harmless Bates & Associates, Inc. against all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

FOR USE AND BENEFIT OF:
BURRIS ARCHITECTURE
ADDRESS:
314 HUFFMAN STREET
BENTONVILLE, ARKANSAS

DATE: 09/01/21 SCALE: 1" = 20'
SURVEYED: SHW / SB
DRAWN: MT CHK: MT
RECORDED: BY
BOOK: 2021 PAGE: 137
SEC. 01 T. 19N R. 31W LOT 12 PARK MAGNOLIA ADD TON
CO. OF BENTON STATE OF ARKANSAS

DRAWING #20-246 INC SUB

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 19, MAGNOLIA ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS PROJECT NUMBER: **PLA21-0006.**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lot 19, Magnolia Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on March 16, 2021; 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 19, Magnolia 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 30th day of March, 2021.

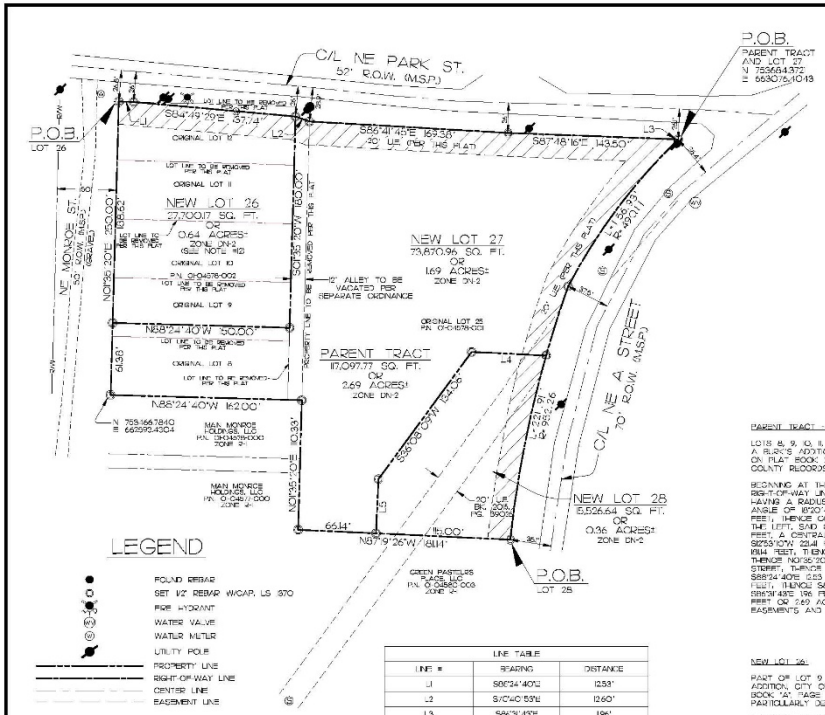
APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk


NE PARK ST
FILLMORE ST
N MAIN ST
NE 1 ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 150 feet
PLA21-0007
PROPERTY LINE ADJUSTMENT
W A BURKS
LOTS 8-12 & LOT 25 CREATING LOTS 26-28
THE CITY OF
BENTONVILLE



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S00°24'40"E	12.53'
L2	S/C'40'53"E	12.60'
L3	S86°31'45"E	196'
L4	N87°19'26"W	64.29'
L5	S02°40'34"W	46.28'

NOTES:

1. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.

2. BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

3. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

4. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.

5. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3013.

6. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.

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

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

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

10. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO CONTACT THE CITY OF BENTONVILLE ENGINEERING AND TRANSPORTATION AND NOTIFY SAID DEPARTMENTS OF THE INTENT AND TYPE OF WORK THAT WILL TAKE PLACE WITHIN THE ROW.

11. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 10' CLEARANCE FROM ALL ELECTRIC LINES.

12. LOT 26 DOES NOT HAVE ACCESS TO SEWER. A SEWER EXTENSION IS REQUIRED PRIOR TO DEVELOPMENT.

C 60 120

SCALE 1" = 60 FEET

PARENT TRACT - PARCEL NUMBERS: 01-048078-001 & 01-048078-002:

LOTS 8, 9, 10, 11, 12 AND 25, BLOCK 9, AND A VACATED ALLEY IN BLOCK 9 OF W A BURK'S ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 3016, PAGE 144, AND PLAT BOOK "A", PAGE 81 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NE CORNER OF SAID LOT 25; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF NE "A" STREET AND A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,958.37 FEET, AN ARC LENGTH OF 156.93 FEET, A CENTRAL ANGLE OF 4°35'44", AND A CHORD BEARING AND DISTANCE OF S39°05'09"W 156.89 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 962.76 FEET, AN ARC LENGTH OF 27.91 FEET, A CENTRAL ANGLE OF 1°39'07", AND A CHORD BEARING AND DISTANCE OF S37°53'10"W 27.91 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N87°19'26"W 99.14 FEET; THENCE NO°35'30"E 10.33 FEET; THENCE N88°24'40"W 162.00 FEET; THENCE NO°35'30"E 250.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NE PARK STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES: S88°24'40"E 0.53 FEET; THENCE S64°49'29"E 37.74 FEET; THENCE S70°40'53"E 12.60 FEET; THENCE S66°41'45"E 169.58 FEET; THENCE S87°48'16"E 143.50 FEET; THENCE S86°31'45"E 196 FEET TO THE POINT OF BEGINNING, CONTAINING 117,097.77 SQUARE FEET OR 2.69 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF FACT OR RECORD.

NEW LOT 26:

PART OF LOT 9 AND ALL OF LOTS 10, 11 AND 12, BLOCK 9, OF W A BURK'S ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK "A", PAGE 81 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NW CORNER OF SAID LOT 10, THENCE ALONG THE SOUTH RIGHT-OF-WAY OF NE PARK STREET S88°24'40"E 12.53 FEET, THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE S64°49'29"E 37.74 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE S01°35'20"W 180.00 FEET; THENCE N88°24'40"W 150.00 FEET; THENCE NO°35'20"E 88.69 FEET TO THE POINT OF BEGINNING, CONTAINING 27,700.07 SQUARE FEET OR 0.64 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF FACT OR RECORD.

NEW LOT 27:

LOT 8, PART OF LOT 9, PART OF LOT 25, BLOCK 9, AND A VACATED ALLEY IN BLOCK 9 OF W A BURK'S ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 3016, PAGE 144, AND PLAT BOOK "A", PAGE 81 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

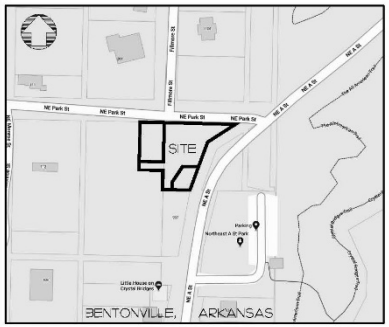
BEGINNING AT THE NE CORNER OF SAID LOT 25; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF NE "A" STREET AND A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,958.37 FEET, AN ARC LENGTH OF 156.93 FEET, A CENTRAL ANGLE OF 4°35'44", AND A CHORD BEARING AND DISTANCE OF S39°05'09"W 156.89 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 962.76 FEET, AN ARC LENGTH OF 91.91 FEET, A CENTRAL ANGLE OF 5°28'07", AND A CHORD BEARING AND DISTANCE OF S37°40'56"W 91.87 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N87°19'26"W 64.29 FEET; THENCE S76°08'09"W 84.05 FEET; THENCE S02°40'34"W 46.28 FEET; THENCE N87°19'26"W 64.14 FEET; THENCE NO°35'30"E 10.33 FEET; THENCE N88°24'40"W 162.00 FEET; THENCE NO°35'20"E 72.00 FEET; THENCE S88°24'40"E 150.00 FEET; THENCE NO°35'20"E 180.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NE PARK STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES: S70°40'53"E 12.60 FEET; THENCE S86°41'45"E 169.58 FEET; THENCE S87°48'16"E 143.50 FEET; THENCE S86°31'45"E 196 FEET TO THE POINT OF BEGINNING, CONTAINING 73,870.96 SQUARE FEET OR 1.69 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF FACT OR RECORD.

NEW LOT 28:

PART OF LOT 25, BLOCK 9 OF W A BURK'S ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 3016, PAGE 144 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SE CORNER OF SAID LOT 25; THENCE N87°19'26"W 115.00 FEET; THENCE NO°40'34"E 46.28 FEET; THENCE N36°08'09"E 84.05 FEET; THENCE S87°19'26"E 64.29 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE "A" STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE AND A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 962.76 FEET, AN ARC LENGTH OF 91.91 FEET, A CENTRAL ANGLE OF 5°28'07", AND A CHORD BEARING AND DISTANCE OF S02°25'25"W 91.87 FEET TO THE POINT OF BEGINNING, CONTAINING 5,526.64 SQUARE FEET OR 0.36 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF FACT OR RECORD.

ATLAS PAGE NO. 56



VICINITY MAP
(N.T.S.)

CERTIFICATE OF OWNERSHIP AND DEDICATION:

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

PRINT NAME: _____

SIGNATURE: _____

STATE OF ARKANSAS, COUNTY OF BENTON, SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20__.

_____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED _____

PLANNING COMMISSION CHAIRPERSON

DATE OF EXECUTION: _____

SIGNED _____

MAYOR, CITY OF BENTONVILLE

SIGNED _____

CITY CLERK, CITY OF BENTONVILLE

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0009J EFFECTIVE DATE: SEPTEMBER 28, 2007, AND FOUND THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

CERTIFICATE OF SURVEY ACCURACY:

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

DATE OF EXECUTION _____

SIGNED: _____

REGISTERED LAND SURVEYOR
NO. 1370
STATE OF ARKANSAS

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

CITY OF BENTONVILLE PROJECT #PLAT-0007

CASTER & ASSOCIATES
LAND SURVEYING, INC.
2715 SE "I" Street, Suite 5
Bentonville, AR 72712
Telephone: 479-268-4464

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1370
SIGNATURE
ROBERT J. CASTER

SCALE: 1" = 60' | DATE: 3-1-3

PROPERTY LINE ADJUSTMENT
LOTS 8-12 & LOT 25, BLOCK 9
W A BURK'S ADDITION
CREATING NEW LOTS
26, 27 & 28, BLOCK 9
NE PARK STREET
BENTONVILLE, BENTON COUNTY, ARKANSAS

JOB #	DRAWN BY:	CHK'D BY:	PAGE
2-012	ASD	RJC	1 OF 1

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 26, 27 & 28, BLOCK 9, W.A. Burks Addition TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0007).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 26, 27 & 28, Block 9, W.A. Burks Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on March 16, 2021; and,

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

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

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

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

Section 1: That the property line adjustment of **Lots** 26, 27 & 28, Block 9, W.A. Burks 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.

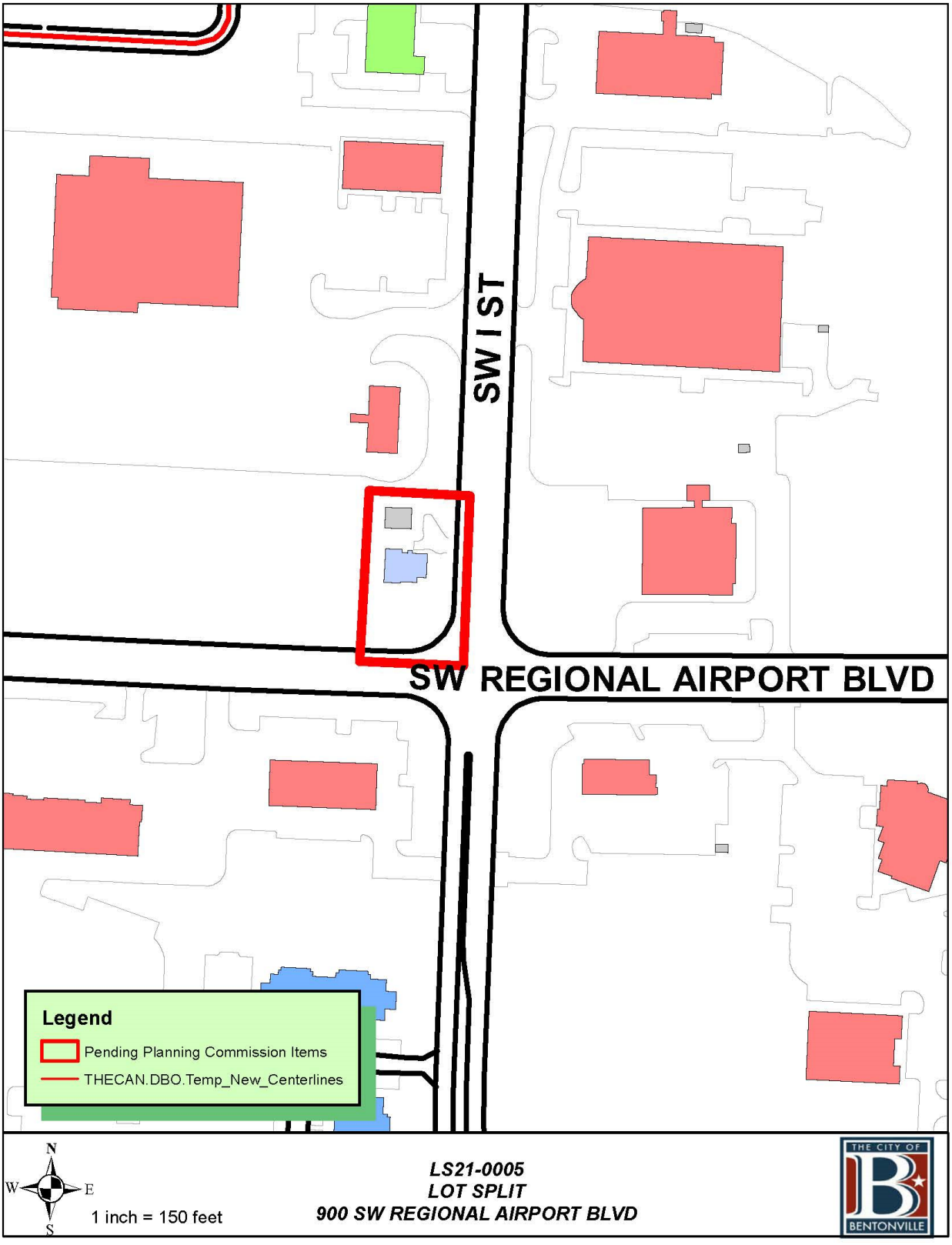
PASSED AND APPROVED this 30th day of March, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk


SW I ST
SW REGIONAL AIRPORT BLVD
Legend
Pending Planning Commission Items
THECAN.DBO.Temp_New_Centerlines
N
W
E
S
1 inch = 150 feet
LS21-0005
LOT SPLIT
900 SW REGIONAL AIRPORT BLVD
THE CITY OF
BENTONVILLE

LOT SPLIT FOR "CARTER & ASSOCIATES SUBDIVISION" CREATING LOT 1

Miscellaneous Notes

STATE GRID ZONE NUMBER:
3005-19N-31W-0-12-120-04-1630

COMPLETED FIELD WORK:
DECEMBER 4, 2020

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DEED BOOK 510 AT PAGE 231.
2. SUBDIVISION PLAT FILED IN PLAT BOOK 2007 AT PAGE 811.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "X" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS. ITEM PANEL #05007C0255K. DATED 09/08/2020.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

NO DIRECT ACCESS SHALL BE PERMITTED TO SW REGIONAL AIRPORT BOULEVARD (HWY 12).

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

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

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

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

ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

BEUDS STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ECT) ON THE LOT LINE OR A DRIVEWAY. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT OR AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

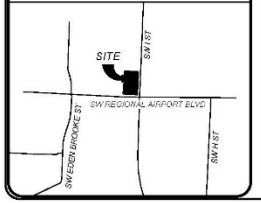
Lot 1 Survey Description

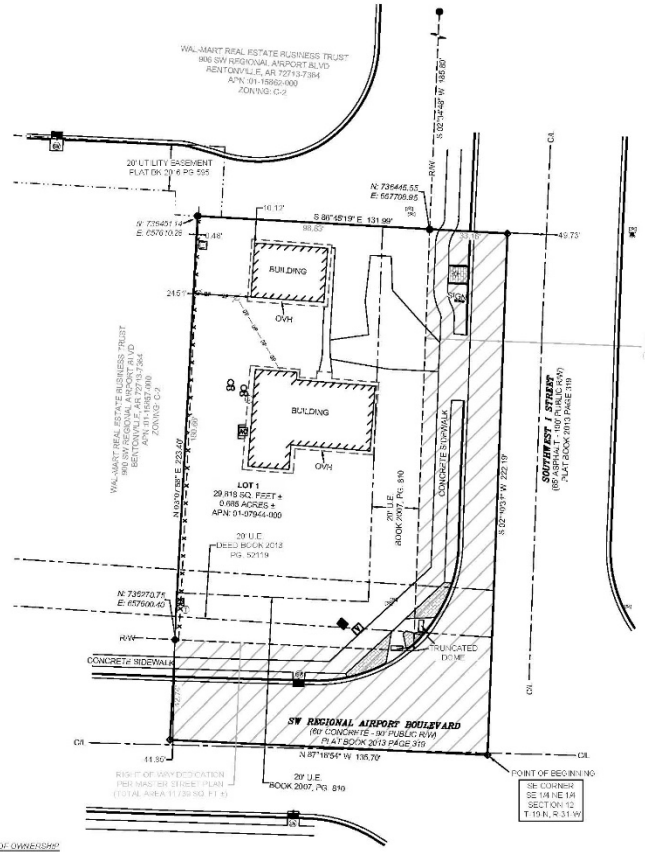
A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT; THENCE RETRACING 139.70', THENCE RIGHT 90°E 227.49' TO A FOUND 3/8" REBAR; THENCE S06°40'19"E 131.99'; THENCE S02°10'31"W 222.13' TO THE POINT OF BEGINNING, CONTAINING 0.685 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

Owner/Developer

TREVOR STUBBS
1709 21ST STREET
VERO BEACH, FLORIDA 32960
(772) 562 4193

Vicinity Map





NORTH

BASIS OF BEARING:
BEARINGS SHOWN ARE BASED ON
GRID NORTH FOR ARKANSAS
COORDINATE SYSTEM, NORTH ZONE, NAD83
LATITUDE = 36°20'13.2999"
LONGITUDE = -94°13'24.4229"
CONVERGENCE ANGLE = -0°51'37.7868
DISTANCES SHOWN ON PLAT ARE GRID.
COMBINED SCALE FACTOR
(GRID TO GROUND) = 1.000053291247722

Legend of Symbols & Abbreviations

- BOUNDARY LINE
- CENTERLINE OF ROAD (C/L)
- RIGHT OF WAY (R/W)
- FENCE
- OVERHEAD POWER LINE
- FOUND CAPPED 3/8" REBAR BY PS 1534
- SET CAPPED 1/2" REBAR BY PS 1669
- COMPUTED POINT
- FIRE HYDRANT
- STORM WATER
- LIGHT
- POWER POLE
- WATER VALVE
- GAS VALVE
- GAS METER
- ELECTRICAL BOX
- TELEPHONE PEDESTAL
- WATER METER
- SANITARY SEWER
- CURB STORM INLET
- DRAIN GRATE
- UTILITY VAULT
- DRAIN OUT
- A/C CONDITION
- N.T.S. NOT TO SCALE
- O/H.W. OVERHANG

Utility Notes

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR MAKES NO PROVISIONS INTO UNDERGROUND FLUIDS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

UTILITY PROVIDERS	CONTACT
AT&T ARKANSAS	844-519-0700
BLACK HILLS CORPORATION	855-350-1503
CITY OF BENTONVILLE	479-271-3100
COX COMMUNICATIONS	479-365-2449

811
Know what's below.
Call before you dig.

0' 30' 60'
1 INCH = 30 FEET

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: ____

SIGNED: _____

NAME AND ADDRESS: _____

PRINT NAME: _____

SOURCE OF TITLE: D.R. ____

PAGE ____

CERTIFICATE OF SURVEYING ACCURACY

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

DATE OF EXECUTION: _____

SIGNED: _____

REGISTERED LAND SURVEYOR NO. 1659
STATE OF ARKANSAS

CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION: _____

SIGNED: _____

BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED: _____

MAYOR CITY OF BENTONVILLE

SIGNED: _____

CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF AUTHORIZATION
BLEW & ASSOCIATES, PA
No. 1534
ARKANSAS

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 23RD DAY OF DECEMBER, 2020.

REGISTERED
STATE OF ARKANSAS
NO. 1659
PROFESSIONAL LAND SURVEYOR
W. GAGNER

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

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS
3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com
Certificate of Authorization № 1534

DRAWN BY & DATE	REVIEWED BY	SURVEYED BY
BDM 12/23/2020	TPN & BG	BG
COUNTY & STATE	JOB NUMBER	
BENTON COUNTY, ARKANSAS		20-6307.01

LOCATION
SW REGIONAL AIRPORT BOULEVARD,
BENTONVILLE, ARKANSAS

FOR THE USE AND BENEFIT OF:
CARTER ASSOCIATES, INC

CCB PROJECT NUMBER (CCB USE)

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 CARTER & ASSOCIATES SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0005).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lot 1 Carter & Associates Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on March 16, 2021; and,

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

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

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

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

Section 1: That the lot split of Lot 1 Carter & Associates Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

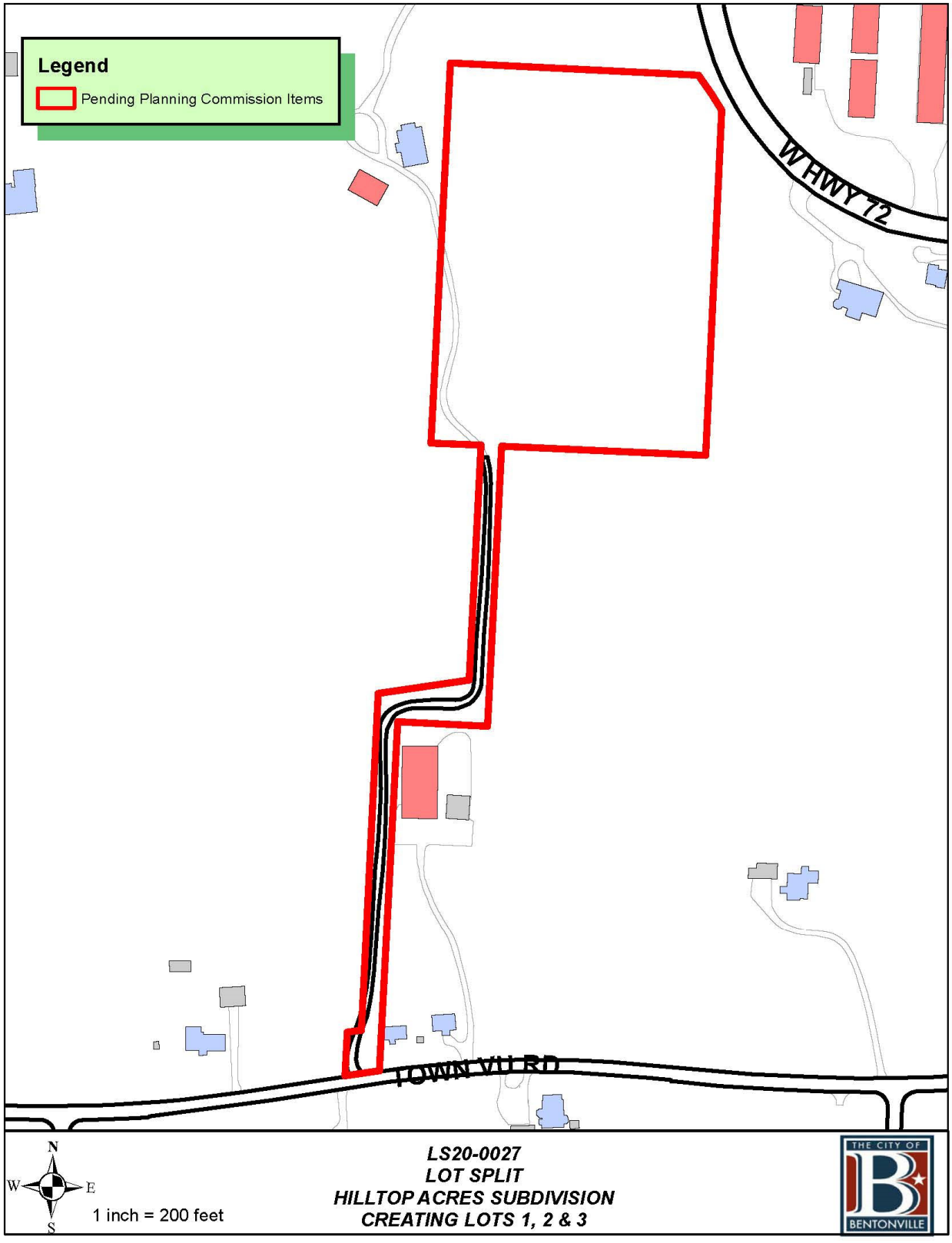
PASSED AND APPROVED this 30th day of March, 2021.

APPROVED:

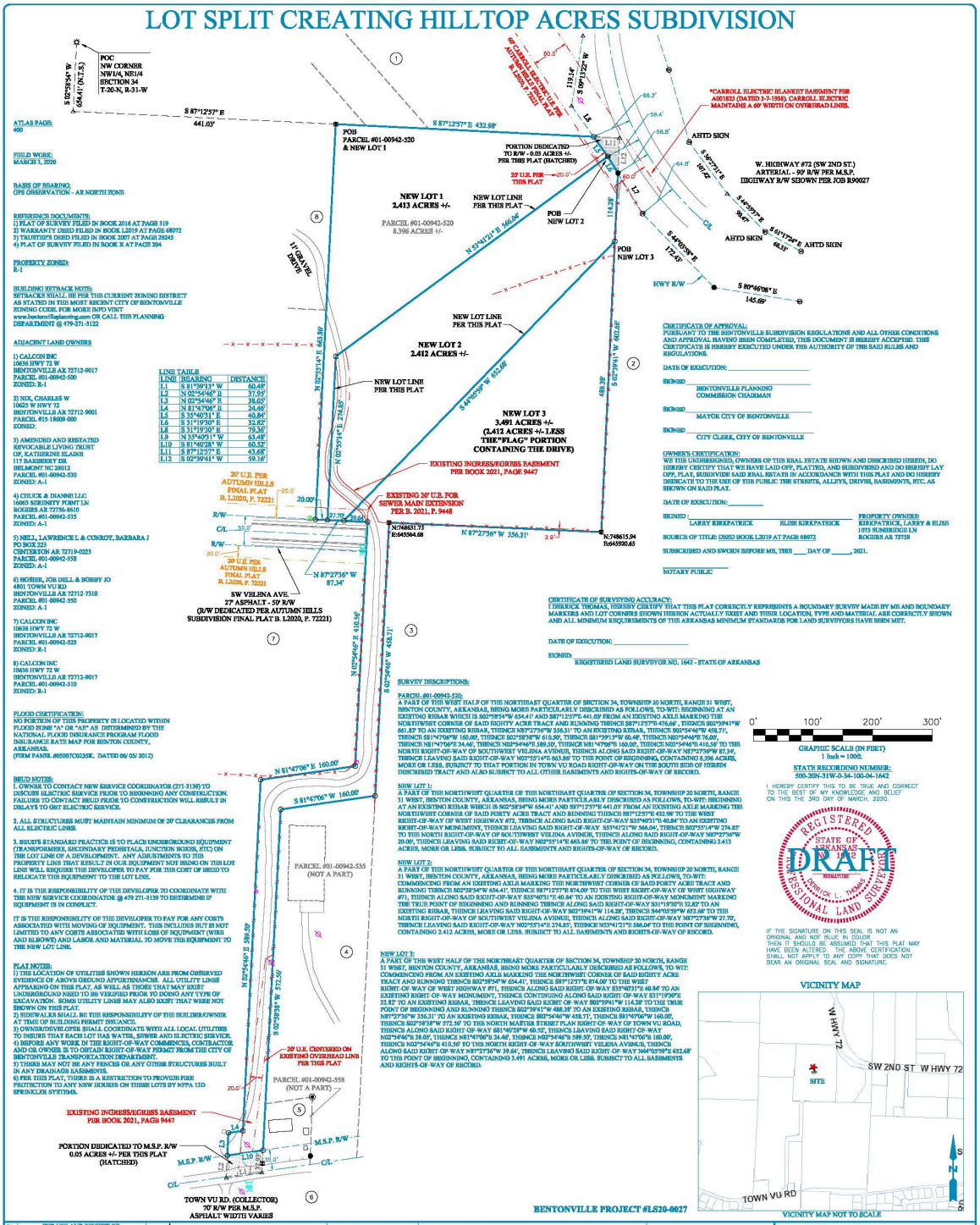
_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk


Legend
Pending Planning Commission Items
W HWY 72
TOWN VLLRD
N
W
E
S
1 inch = 200 feet
LS20-0027
LOT SPLIT
HILLTOP ACRES SUBDIVISION
CREATING LOTS 1, 2 & 3
THE CITY OF
BENTONVILLE

LOT SPLIT CREATING HILLTOP ACRES SUBDIVISION


POC
NW CORNER
NW1/4, NE1/4
SECTION 34
T-20-N, R-31-W
POB
PARCEL #01-00942-520
& NEW LOT 1
NEW LOT 1
2.413 ACRES +/-
NEW LOT 2
2.412 ACRES +/-
NEW LOT 3
3.491 ACRES +/-
(2.412 ACRES +/- LESS
THE "FLAG" PORTION
CONTAINING THE DRIVE)
PARCEL #01-00942-520
8.396 ACRES +/-
W. HIGHWAY #72 (SW 2ND ST.)
ARTERIAL - 90' R/W PER M.S.P.
HIGHWAY R/W SHOWN PER JOB R90027
AHTD SIGN
HWY R/W
11' GRAVEL DRIVE
SW VELINA AVE.
27' ASPHALT - 50' R/W
(R/W DEDICATED PER AUTUMN HILLS
SUBDIVISION FINAL PLAT B. L2020, P. 72221)
TOWN VU RD. (COLLECTOR)
70' R/W PER M.S.P.
ASPHALT WIDTH VARIES
PARCEL #01-00942-535
(NOT A PART)
PARCEL #01-00942-558
(NOT A PART)
NEW LOT LINE
PER THIS PLAT
EXISTING INGRESS/EGRESS EASEMENT
PER BOOK 2021, PAGE 9447
EXISTING 20' U.E. FOR
SEWER MAIN EXTENSION
PER B. 2021, P. 9448
20' U.E. PER
AUTUMN HILLS
FINAL PLAT
B. L2020, P. 72221
20' U.E. CENTERED ON
EXISTING OVERHEAD LINE
PER THIS PLAT
PORTION DEDICATED TO M.S.P. R/W
0.05 ACRES +/- PER THIS PLAT
(HATCHED)
20' U.E. PER
THIS PLAT
*CARROLL ELECTRIC BLANKET EASEMENT PER
A001825 (DATED 3-7-1998). CARROLL ELECTRIC
MAINTAINS A 60' WIDTH ON OVERHEAD LINES.
*CARROLL ELECTRIC BLANKET EASEMENT PER
A001825 (DATED 3-7-1998)
N: 748631.73
E: 645564.68
N: 748615.94
E: 646930.65
N 87°27'36" W 356.31'
N 87°27'36" W
87.34'
S 81°47'06" E 160.00'
N 81°47'06" W 160.00'
S 87°12'57" E 441.03'
S 87°12'57" E 432.98'
S 87°12'57" E 441.03'
S 02°58'54" W
656.41' (N.T.S.)
S 02°58'54" W 654.41'
N 87°27'36" W 356.31'
S 87°27'36" E 476.66'
N 02°59'41" W 602.66'
S 02°59'41" W 488.38'
N 02°59'41" W 274.85'
N 02°59'41" E 663.89'
N 02°54'46" E 410.56'
S 02°54'46" W 458.71'
N 02°54'46" E 389.59'
S 02°59'58" W 571.56'
S 44°05'09" W 652.66'
N 55°41'21" E 566.04'
N 44°05'09" E 172.63'
S 44°05'09" E 172.63'
S 80°46'08" E 145.69'
S 64°17'24" E 68.53'
S 44°05'09" E 90.47'
S 45°57'51" E 107.24'
N 80°13'22" W 110.14'
S 80°13'22" E 114.28'
N 02°54'46" E 389.59'
N 02°54'46" E 410.56'
N 02°54'46" E 458.71'
N 02°59'41" E 663.89'
N 02°59'41" E 274.85'
N 02°59'41" E 663.89'
N 02°54'46" E 410.56'
N 02°54'46" E 389.59'
N 02°59'58" W 571.56'
N 02°59'58" W 572.56'
N 02°54'46" E 38.05'
N 87°47'06" E 26.46'
N 02°54'46" E 389.59'
N 02°54'46" E 410.56'
N 87°27'36" W 39.64'
S 81°40'58" W 60.52'
S 87°41'06" W 114.28'
S 87°41'06" W 114.28'
S 87°41'06" W 60.52'
S 87°41'06" W 27.70'
S 87°41'06" W 27.70'
S 87°41'06" W 27.70

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1, 2, & 3 HILLTOP ACRES SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS20-0027).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 1, 2, & 3 Hilltop Acres Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on March 16, 2021; and,

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

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

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

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

Section 1: That the lot split of Lots 1, 2, & 3 Hilltop Acres Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this 30th day of March, 2021.

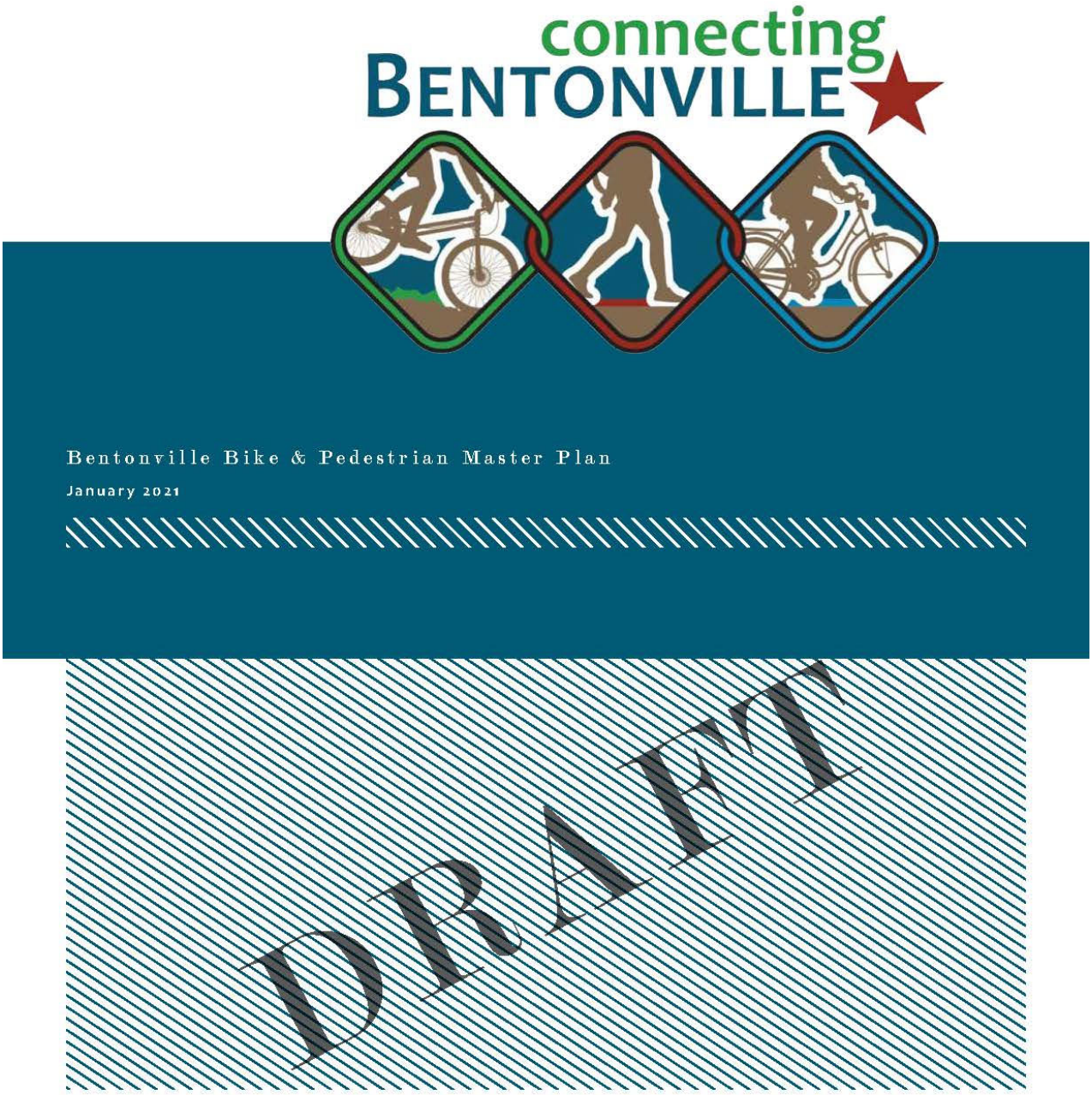
APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

To view the Bentonville Bike and Pedestrian Master Plan go to:
http://bentonvillear.com/DocumentCenter/View/6978/2021---Connect-Bentonville---Bike-and-Ped-Master-Plan---Low-Res?bidId.



RESOLUTION NO. _____

A RESOLUTION ADOPTING THE BENTONVILLE BIKE AND PEDESTRIAN MASTER PLAN PURSUANT TO ARKANSAS CODE ANNOTATED §14-56-414.

WHEREAS, the Bike and Pedestrian Master Plan is adopted to provide a connected network of mobility options that allow people to get where they need and want to go by walking or bicycling; and,

WHEREAS, a public hearing was held at Planning Commission on March 2, 2021 to provide the public with the opportunity to view and comment on the plan; and,

WHEREAS, Planning Commission recommended approval of the Bike and Pedestrian Mater Plan on March 2, 2021.

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

Section 1. That the Bentonville Bike and Pedestrian Master Plan should be and is hereby adopted with the following *Attachment A: Bentonville Bike and Pedestrian Master Plan* by the Planning Commission and the City Council pursuant to Ark. Code Ann. §14-56-414, an electronic copy and paper copy of which are on file with the City Clerk, and is hereby referred to, adopted and made a part hereof as though it were copied herein fully.

Section 2. That a copy of this resolution shall be filed with the City Clerk and the County Recorder.

Section 3. That this resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____

Mayor Stephanie Orman

ATTEST:

_____

Kirby Romines, City Clerk

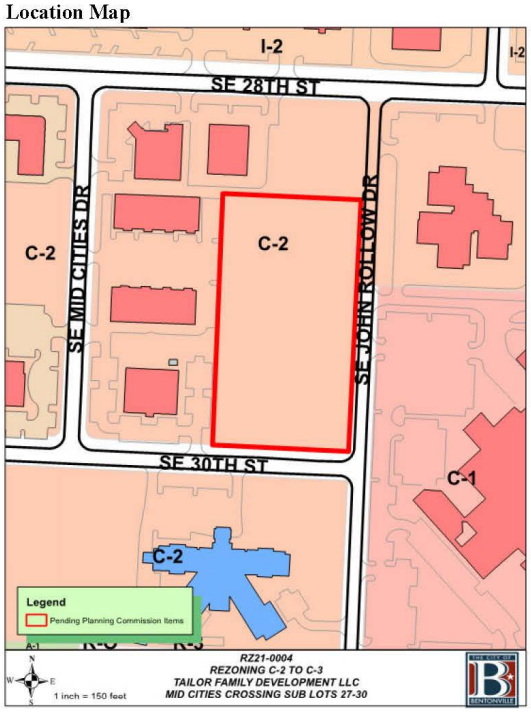
Tailor Family Development, LLC

SE 30th and SE John Rollow Drive
PC Date: 3/16/2021
Reviewer: Tyler Overstreet, Planning Services Manager, AICP

Project Number	RZ21-0005
Applicant / Current Owner	Tailor Family Development, LLC
Site Area	+/- 4.4 acres
Current Zoning	C-2, General Commercial
Requested Zoning	C-3, Mixed-Use Commercial
Future Land Use Map Designation	Office

https://arcg.is/08HvK8

Location Map



Property Description
This property is located northwest of the intersection of SE 30th Street and SE John Rollow Drive. Surrounding zoning districts are C-2, General Commercial to the north, south, and west, and C-1, Neighborhood Commercial to the east.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Office. Office areas include properties primarily dedicated to professional employment/office uses, but can accommodate accessory commercial uses such as restaurant, service, or convenience uses oriented to serving office tenants.

Public Comment
Staff has received a letter of no objection regarding this request.

Analysis
According to the applicant's narrative, the intent of the rezoning request is to develop a mixed-use development in the future.

The C-3, Mixed-Use Commercial, zoning district is defined within the Zoning Code as a district meant to provide areas to live, work, meet, and utilize services in proximity of their residences. Development within the district ought to be designed with an urban, walkable character that encourages social interaction. The mix of surrounding land uses, such as Northwest Medical to the east, multi-family to the south, and commercial, office uses to the north and south lend support to the C-3 request.

Conclusion
The Future Land Use Plan and surrounding land uses both lend support to the rezoning request.

Staff recommends approval of the rezoning request.

Rezoning Narrative
John Rollow Road

Current Zoning Designation: C-2, General Commercial

Proposed Zoning Designation: C-3, Mixed Use Commercial

Explanation: Newell Development proposes to rezone the following parcels located at SE John Rollow road:
01-08133-003 – 357 Vacant Lot
01-08133-002 – 356 Vacant Lot
01-08133-001 – 355 Vacant Lot
01-08133-000 – 326 Vacant Lot
in order to develop a real estate project in compliance with the C-3 development standards.

The current owner is Tailor Family Development, LLC (Mailing Address: 416 Oak Manor Circle, Springdale, AR 72764) who endeavors to sell the property. Newell Development will serve as the property developer.

Reason to Rezone: The rezone would allow for owners to build a mixed-use commercial/ residential development.

Statement of how the property will relate to surrounding properties: The development proposed will blend residential and commercial space on John Rollow Road, with close proximity to Northwest Medical Center as well as The Sam's Club and new Walmart Home Offices. Surrounding properties are zoned C-1, C-2 and I-1. Per the C-3 zoning code, the project will be "designed with an urban, walkable character that encourages physical activity, alternative transportation and greater social interaction".

Use: The development will offer both commercial and residential space in an established commercial area of town. The addition of residential units in this area could provide a new housing option for community members who desire to live close to their place of employment and take advantage of the mission of the C-3 zoning district which was "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".

Traffic: Ingress and egress to the development will be available on several sides of the property. With its proximity to the Greenway as well as multiple large employers in the area, the development will encourage bike and pedestrian traffic in addition to vehicular traffic.

Signage: None proposed at this time. Commercial spaces will follow city code for sign placement and approval upon tenant infill.

Appearance: The development will fit in form and scale of C-3 zoning regulations and the Bentonville LSD design standards.

Water/ Sewer/ Electric: On-Site

NOTICE OF INTENT TO REZONE

Newell Development has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from C2- General Commercial to C3- Mixed Use Commercial

The legal description of the property is as follows:

Lot's 27, 28, 29 & 30 Mid Cities Crossing Subdivision to Bentonville, Benton County, AR as shown on Plat Record Book & Page L201824183, recorded in the Benton County Clerk's Office, Bentonville, Arkansas.

The common description of the property is: SE John Rollow Road Vacant Parcels - 326, 355, 356, 357

Proposed land use: Mixed Use Develoment Project

The public hearing will be held March 2, 20 21 at 5:00 p.m. It will be held at 305 SW A Street.

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

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

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

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

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

Signat[redacted]

Bentonville, AR 72712

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-2, GENERAL COMMERCIAL TO C-3, CENTRAL COMMERCIAL (PROJECT NUMBER: RZ21-0005).

WHEREAS, Tailor Family Development, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of C-2, General Commercial to C-3, Central Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

Parent Tract Lot 7, Mid-Cities Crossing Subdivision, Bentonville, Benton County, Arkansas, as shown in Plat Record L23 at Page 13.Lot Split project number LS18- 006 creating lots:Lot 27- A Part of Lot 7 of Mid-Cities Crossing Subdivision, Bentonville, Benton County, Arkansas, as shown in Plat Record L23 at Page 13 7/22/97 & Replat L201824183 5/11/18 (Parcel: 01-08133-000)Lot 28- A Part of Lot 7 of Mid-Cities Crossing Subdivision, Bentonville, Benton County, Arkansas, as shown in Plat Record L23 at Page 13 7/22/97 & Replat L201824183 5/11/18 (Parcel: 01-08133-001)Lot 29- A Part of Lot 7 of Mid-Cities Crossing Subdivision, Bentonville, Benton County, Arkansas, as shown in Plat Record L23 at Page 13 7/22/97 & Replat L201824183 5/11/18 (Parcel: 01-08133-002)Lot 30- A Part of Lot 7 of Mid-Cities Crossing Subdivision, Bentonville, Benton County, Arkansas, as shown in Plat Record L23 at Page 13 7/22/97 & Replat L201824183 5/11/18. (Parcel: 01-08133-003); and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 16, 2021 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 C-2, General Commercial to C-3, Central Commercial.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of C-2, General Commercial to C-3, Central Commercial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this 30th day of March, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

REZONING STAFF REPORT

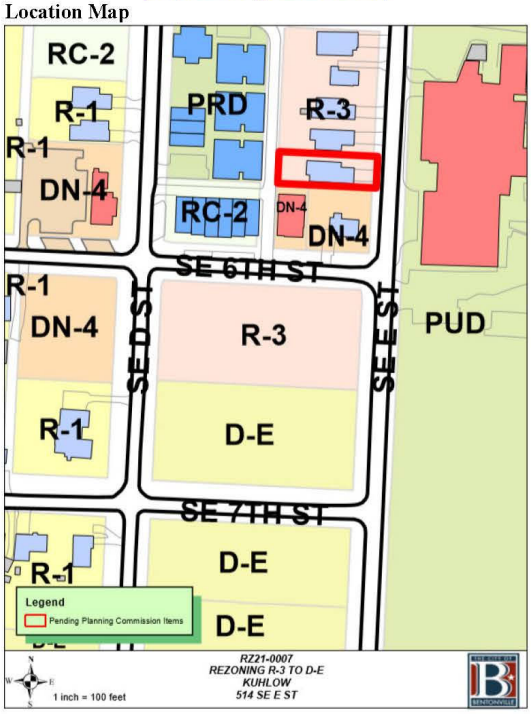
Kuhlow

514 SE E Street
PC Date: 3/16/2021
Reviewer: Jon Stanley, Senior Planner

Project Number	RZ21-0007
Applicant / Current Owner	John & Kristin Kuhlow
Site Area	+/-0.17 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
The requested rezoning is located immediately west of the Momentary Arts Museum at 514 SE E Street and is currently zoned R-1, Single-Family Residential. Adjacent zoning districts are R-3, Medium Density Residential to the north, PRD, Planned Residential Development to the west, PUD, Planned Unit Development to the east and DN-4, High Density Residential to the south.

Relationship to the Bentonville Community Plan
The Future Land Use Plan depicts this property as Downtown Commercial. These areas traditional mixed-use developments with a focus on design character and pedestrian access. Ground-Floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper-Floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown Commercial areas, but only where it is not detrimental to the character of the area and is secondary to an active use.

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. The property is also shown to be within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Land Use Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 44). As investment in the area occurs, a creative and flexible blend of residential, commercial, and cultural uses can be expected (p. 143).

Public Comment
At the time of this report, staff has not received public comment on this request.

Analysis
The Downtown Edge zoning district 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 with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mix of uses allows retail, commercial, office and residential uses to coexist within and across buildings, streets, and blocks. Live/work housing, personal services and small offices are strongly evident in this district. Buildings are spaced closely, but are separated by setbacks that are wider than those in Downtown Core areas.

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 support the rezoning request. Staff recommends approval of the proposed rezoning.

Proposed Land Use:

This rezoning request is for a Single Family Home for the Kuhlow's. This property is currently zoned R-1 and they are requesting to rezone to DE. They are requesting this zoning for a reduction of the set back due to the narrow width of the lot. The narrow width does not allow for adequate living space on the first floor thus requiring them to need a 3 story home to meet their needs much like many other homes in the area. With the 3 story requirement, the height restriction comes into play since their home will require 2 foot tall flooring supports to be able to have the proper structure and ability to get utilities through the home. The DE Zoning will address the needs The Kuhlow's have to be able to build their custom home. The Kuhlow home will merge seamlessly with the appearances of the surrounding homes in Downtown Bentonville. The City staff is in support of this zoning in this area to put in the DE (Downtown Edge) Zoning. The Kuhlow home fits right in with the city zoning plan for Downtown Bentonville. The Kuhlow's

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-3, MEDIUM DENSITY RESIDENTIAL TO DE, DOWNTOWN EDGE (PROJECT NUMBER: RZ21-0007).

WHEREAS, Kuhlow 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-3, Medium Density Residential to DE, Downtown Edge to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot 9, Block "J", Orchard Addition to City of Bentonville, Benton County, Arkansas, as shown on Recorded Plat thereof; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 16, 2021 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-3, Medium Density 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-3, Medium Density Residential to DE, Downtown Edge to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this 30th day of March, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

REZONING STAFF REPORT

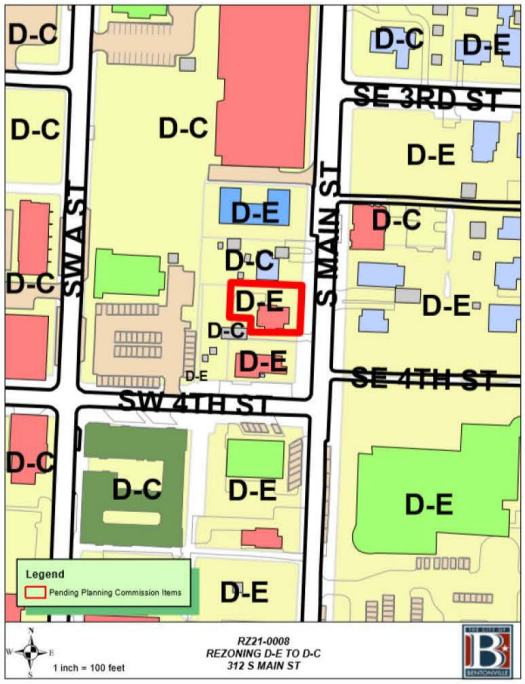
Hall

312 S Main Street
PC Date: 3/16/2021
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0008
Applicant / Current Owner	Benjamin D & Amy Hall
Site Area	+/- 0.19 acres
Current Zoning	DE, Downtown Edge
Requested Zoning	DC, Downtown Core
Future Land Use Map Designation	Downtown Commercial (DT)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 312 S Main Street, east of the Bentonville City Hall. Adjacent zoning districts include DC to the north, south, and west and DE to the east.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Downtown Commercial. Downtown Commercial areas include traditional mixed-use developments with a focus on design, character, and pedestrian access. Ground floor uses should capitalize on this pedestrian access such as restaurants, storefronts, etc.

This property is located within Priority Area 1, Downtown Intensification, of the Land Use and Strategic Growth Chapter of the Community Plan. This area supports the development of vacant properties already served by existing infrastructure.

This property is also located in the South Gateway Downtown Bentonville Character Area, which supports S Main Street as a secondary entry to Downtown, with a mix of local commercial, public services, and residential uses.

Public Comment
Staff has not received public comment on this rezoning request.

Analysis
The purpose of the Downtown Core zoning district is to maintain and expand the pedestrian oriented character of the town square. According to the applicant's narrative, they intend to continue an existing dental office, which is a service that will support the surrounding residences, but the primary purpose for the rezone is to support new developments such as the Ledger to the north, Bentonville City Hall to the west, and Motto Hotel to the northeast. A rezone to DC is compatible with this area being part of the Gateway to Downtown Character Area Plan.

Conclusion
The Future Land Use Plan, the Land Use and Strategic Growth Chapter, and the South Gateway Downtown Character Area Plan all support the zoning request.

Staff recommends approval of the rezoning request.

Emma Partners, LLC, a local real estate investment group, has the property at 312 S Main Street, parcel number 01-03765-000, under contract to purchase from Benjamin & Amy Hall. This property is currently zoned D-E, Downtown Edge. The request for D-C, Downtown Core is consistent with the Future Land Use Plan, which identifies this area as Downtown Commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access. Ground-floor uses should consist of activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic (Lavigne, 2018).

Emma Partners LLC proposes that the existing structure will remain a functioning dental office at 312 S Main Street in harmony with the Bentonville Community Plan and the Bentonville Blueprint. The rezoning of 312 S Main Street to D-C, Downtown Core will support the new developments at 240 S Main Street Center City, 305 SW A Street, the new Bentonville City Hall, and Motto Hotel at 223-225 S Main Street.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF DE, DOWNTOWN EDGE TO DC, DOWNTOWN CORE (PROJECT NUMBER: RZ21-0008).

WHEREAS, Hall 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 DE, Downtown Edge to DC, Downtown Core to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot 26, Block 1, of Railroad Addition, to the City of Bentonville, Benton County, Arkansas, as shown in Plat Record 2017 at page 129 (Parcel No. 01-03765-000); and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 16, 2021 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 DE, Downtown Edge to DC, Downtown Core.

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 DE, Downtown Edge to DC, Downtown Core to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this 30th day of March 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

REZONING STAFF REPORT

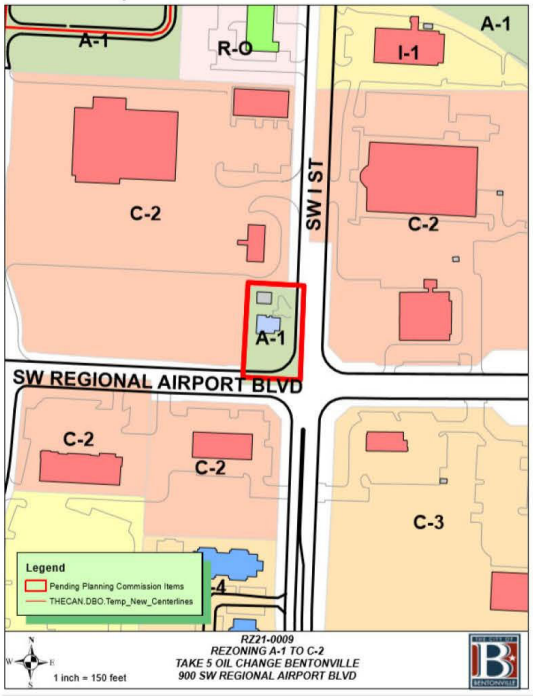
Harmon & Sharpshair

SW Regional Airport Boulevard and SW I Street
PC Date: 3/16/2021
Reviewer: Jon Stanley, Senior Planner

Project Number	RZ21-0009
Applicant / Current Owner	Harmon & Sharpshair
Site Area	+/- 0.68 acres
Current Zoning	A-1, Agricultural
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	General Commercial

https://arcg.is/08HvK8

Location Map



Property Description
The requested rezoning is located on the Northwest corner of the intersection of SW Regional Airport Blvd. and SW I Street (900 SW Regional Airport Blvd.) It is currently zoned A-1, Agricultural. Adjacent zoning districts are C-2, General Commercial to the north, south, east and west.

Southwest Regional Airport Boulevard and SW I Street are both designated as Arterial Streets on the Master Street Plan and border the property to the south and east respectively.

Relationship to the Bentonville Community Plan
The property is within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Land Use Plan. This area focuses on development in areas proximate to existing infrastructure to capitalize on municipal investments that have already taken place. (p. 44). Also, this area is noted for its potential to support a variety of development types.

The Future Land Use Plan depicts this property as General Commercial. These areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged, but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

Public Comment
Staff has NOT received public comment regarding this request.

Analysis
The areas surrounding the proposed rezoning reflects a variety of land uses, all of which are zoned C-2 General The site's proximity to the intersection of two arterial roads and other similar commercial uses may justify a rezoning to C-2, General Commercial. The property is within Priority Area 2, Infill, as identified in Chapter 4 of the Land Use Plan. This area supports the development of vacant properties already served by infrastructure within the context of existing development (pg. 45).

Conclusion
Planning staff has reviewed this rezoning request. It is consistent with the Future Land Use Plan and development patterns that have taken place in and around the surrounding area. Staff recommends approval of the proposed rezoning.

Neptune Design Studio
P.O. Box 1417 / Fort Worth, TX 76102

Date: 2021-02-05

NARRATIVE

The subject property is currently zoned A-1, Agricultural District. The rezoning request is from A-1 to C-2 General Commercial. There are eight property owners, Jennifer Harmon, Dustin Harmon, Lindsey Harmon, Trent Harmon, Mackalynn Harmon, Kyle James Harmon, Heath C. Harmon, Jacily Harmon and Edna M. Harmon, all of which have consented to the proposed rezoning. Consent forms are included in this rezoning submittal. The current use for the property is single family. All the properties surrounding the subject property has been rezoned already to C-2 which makes the current zoning A-1 outdated and not applicable to the current development in the area. Rezoning from A-1 to C-2 will bring the subject property into uniformity with properties located adjacently. C-2 allows for a variety of uses, mainly related to commercial developments. The proposed use of the property is still being examined but as of now most likely automobile repair will ultimately be the future use of this property should the property be successfully rezoning. All proposed signage will be in conformance with the City of Bentonville's zoning ordinances and land development code. Any deviations from zoning ordinances, not just signage, will be applied for through the formal variance process. Currently the only access point for the site is from SW 1st street and no future access to SW Regional Airport Blvd. will be allowed under current standards and regulations. There is both water and sewer available to the site. A 8" sewer extension will be required from an existing manhole northwest of the subject property which is currently located in a utility easement. There is a 12" water main that runs along the east property line that is available for service connection which is also located in a utility easement.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ21-0009).

WHEREAS, Harmon & Sharpshair (Take 5 Oil Change) duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

Located in a part of the SE ¼ of the NE ¼ of Section 12, Township 19 North, Range 31 West in Benton County, Arkansas, more precisely described as follows: Starting at the SE corner of the SE ¼ of the NE ¼ of Section 12 for the true POINT OF BEGINNING; thence North 87 degrees, 16 minutes, 54 seconds West, 135.7 feet; thence North 03 degrees, 07 minutes, 58 seconds East, 223.40 feet: thence South 86 degrees, 52 minutes, 02 seconds East, 131.98 feet; thence South 02 degrees, 18 minutes, 39 seconds West 222.44 feet to the true POINT OF BEGINNING containing 0.684 acres more or less and being subject to the rights-of-way of Arkansas State Highway #12 along the South and SW "I" along the East and any easements of record.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 16, 2021 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-2, General Commercial.

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

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

PASSED AND APPROVED this 30th day of March 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

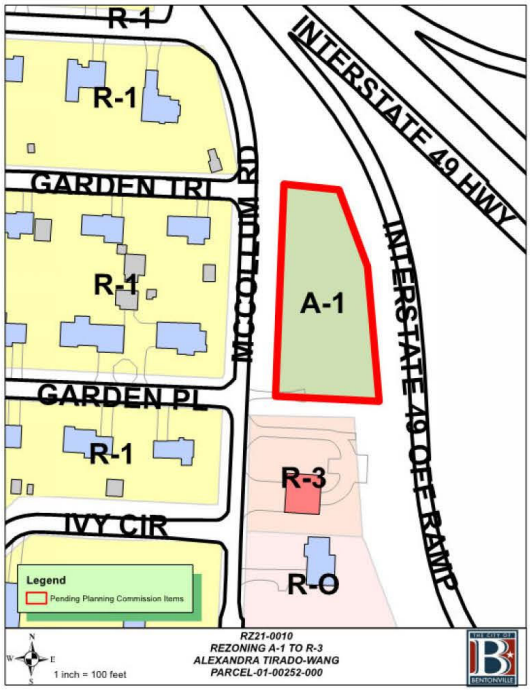
Tirado-Wang

McCollum Road
PC Date: 3/16/2021
Reviewer: Tyler Overstreet, Planning Services Manager, AICP

Project Number	RZ21-0010
Applicant / Current Owner	Alexandra Tirado-Wang
Site Area	+/- 1.03 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-3, Medium Density Residential
Future Land Use Map Designation	Low Density Residential (LDR)

https://arcg.is/08HvK8

Location Map



Property Description
The property is located east of McCollum Road, south of Interstate 49, and directly west of the Interstate 49 Off Ramp. Adjacent zoning districts are R-3, Medium-Density Residential to the south and R-1, Single-Family Residential to the west. McCollum Road is designated as a Collector, while Interstate 49 is designated as an Expressway on the Master Street Plan.

Relationship to the Bentonville Community Plan
This property is located within Priority Area 2, Infill, of the Land Use and Strategic Growth Chapter of the Community Plan. The infill area represents an opportunity to capitalize on existing infrastructure and services, and support development that aligns with the goals of the Community Plan. The Infill area is projected to accommodate up to 31,000 new residents; the plan recommends working with developers and property owners to identify infill development sites on vacant or agricultural land.

The Future Land Use Plan depicts this property as Low-Density Residential. Low-Density Residential areas typically include detached single-family residences and local neighborhood oriented amenities such as schools, religious facilities or parks. The Low Density Residential land use classification is not consistent with the site's adjacency to McCollum Road nor Interstate 49.

Public Comment
Staff has not received public comment regarding this request.

Analysis
This property's location in between McCollum Road and Interstate 49 is an important discussion point. As mentioned above, the property's Future Land Use Classification of Low-Density Residential is not consistent with its location. McCollum Road nor Interstate 49 would not allow a single-family home direct access. In addition, the Master Street Plan currently depicts McCollum Road as a Collector with a Shared Roadway. This street section would require a wider pavement section and on-street bicycle facilities. In order to encourage regional mobility and a more pedestrian oriented community, it is important to encourage commercial and denser residential development adjacent to pedestrian and vehicular thoroughfares.

Conclusion
The Strategic Growth Chapter of the Community Plan, the Master Street Plan, and the (pending) Bicycle and Pedestrian Master Plan all lend support the rezoning request.

Staff recommends approval of the rezoning request.

Blew & Associates, P.A.
Civil Engineers Professional Land Surveyors

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

February 8, 2021

To Whom It May Concern,

Rezone Request

My client, Alexandra Tirado-Wang, is requesting a rezoning on her property at 1002 McCollum Dr. Bentonville. Parcel #01-00252-000. The property is currently zoned A-1 and we're requesting to be rezoned to R-3. She's planning on building townhomes and we believe that rezoning to R-3 will suit the property better since it's for medium density residential. The surrounding area is zoned R-1, but we feel that rezoning to R-3 won't impact the adjacent property owners. As it's all residential and my client isn't running a commercial business. There's water that runs north and the size is 18 inches.

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 A-1, AGRICULTURAL TO R-3, MEDIUM DENSITY RESIDENTIAL (PROJECT NUMBER: RZ21-0010).

WHEREAS, Alexandra Tirado-Wang 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 R-3, Medium Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER THEREOF, RUN THENCE NORTH 47 ½ RODS, TO THE CENTER LANE, THENCE EAST 64 RODS, THENCE SOUTH 47 ½ RODS, THENCE WEST 64 RODS TO THE PLACE OF BEGINNING, SUBJECT TO THE STATE HIGHWAY NO. 72. ALSO, CONVEYING A WATER LINE EASEMENT AND PIPE TO WATER LINE, RUNNING IN A SOUTHERLY DIRECTION FROM DWELLING ON FARM ABOUT 340 FEET TO MAIN OF BENTONVILLE WATER WORKS LINE, WHICH EASEMENT WAS CONVEYED BY LEN BARNETT IVY IN EASEMENT FILED FOR RECORD NOVEMBER 8, 1947 IN DEED RECORD 270 AT PAGE 283, RECORDS OF BENTON COUNTY, ARKANSAS. LESS AND EXCEPT: ALL THAT PART DEEDED TO THE ARKANSAS STATE HIGHWAY COMMISSION IN A WARRANTY DEED FILED FOR RECORD OCTOBER 22, 1984 IN DEED RECORD 626 AT PAGE 10, RECORDS OF 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 March 16, 2021 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 R-3, 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 A-1, Agricultural to R-3, Medium Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this 30th day of March 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

REZONING STAFF REPORT

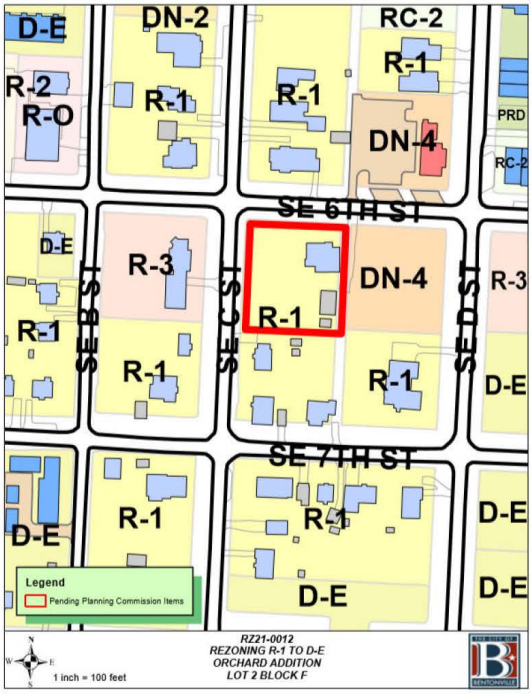
Lamplighter Restoration, LLC

404 SE 6th Street
PC Date: 3/16/2021
Reviewer: Jon Stanley, Senior Planner

Project Number	RZ21-0012
Applicant / Current Owner	Lamplighter Restoration, LLC
Site Area	+/-0.17 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
The requested rezoning is located on the southeast corner of the intersection of SE 6th and SE C Street. Adjacent zoning districts are R-1, Single-Family Residential to the north and south, DN-4, High Density Residential to the east and R-3, Medium Density to the west.

Relationship to the Bentonville Community Plan
The Future Land Use Plan depicts this property as Downtown Commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access. Ground-Floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper-Floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown commercial areas, but only where it is not detrimental to the character of the area and is secondary to an active use.

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. The property is also shown to be within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Community Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 44). As investment in the area occurs, a creative and flexible blend of residential, commercial, and cultural uses can be expected (p. 143).

Public Comment
At the time of this report, staff has NOT received public comment on this request.

Analysis
The Downtown Edge zoning district 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 with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mix of uses allows retail, commercial, office and residential uses to coexist within and across buildings, streets, and blocks. Live/work housing, personal services and small offices are strongly evident in this district. Buildings are spaced closely, but are separated by setbacks that are wider than those in Downtown Core areas.

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 support the rezoning request. Staff recommends approval of the proposed rezoning.

Rezone Narrative

Owner: LAMPLIGHTER RESTORATIONS, LLC
Address: 404 SE 6th St., 603 SE C St.
Bentonville, AR 72712

Current Zoning: R-1, Single Family Residential

Proposed Zoning: DE, Downtown Edge

Owner: LAMPLIGHTER RESTORATIONS, LLC

Reason for rezone: To build single family homes at a density that fits with the current Master Land Use Plan, which calls for Medium Density Residential.

How will property relate to surrounding properties: The current surrounding properties include Single Family Homes zoned R-3, Medium Density Residential to the West, currently vacant lots zoned DN-4, Downtown Mixed-Use Residential to the East, Single Family Homes zoned R-1, Single Family Residential to the South, and Single Family Homes zoned R-1, Single Family Residential and a Commercial Property (Restaurant "Table at the Station") zoned DN-4, Downtown Mixed-Use Residential to the North. Surrounding zoning within a one-block radius includes a mixture of DE-Downtown Edge, R1-Single Family Residential, R-3, Medium Density Residential, DN-2, Downtown Medium-Density Residential, DN-4, Downtown Mixed-Use Residential, RC-2 – Central Residential, Moderate Density, and a PRD.

Proposed Use: Single Family Residential use

Traffic: The current city infrastructure is adequate to accommodate the use. No significant impact is expected to traffic.

Signage: Any signage to comply with city ordinances and regulations. None planned.

Appearance: The intention is to build new two-family housing that will blend with the surrounding residences in style and materials and fit well with the current downtown architecture.

Water and Sewer Availability: Water and Sewer mains are available to serve the property.

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: RZ21-0012).

WHEREAS, Lamplighter Restoration, LLC 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 2, Block F, Orchard Addition to the City of Bentonville, as recorded at Plat Book "A", at Page 89 in the Official Public Records of 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 March 16, 2021 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 30th day off March 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

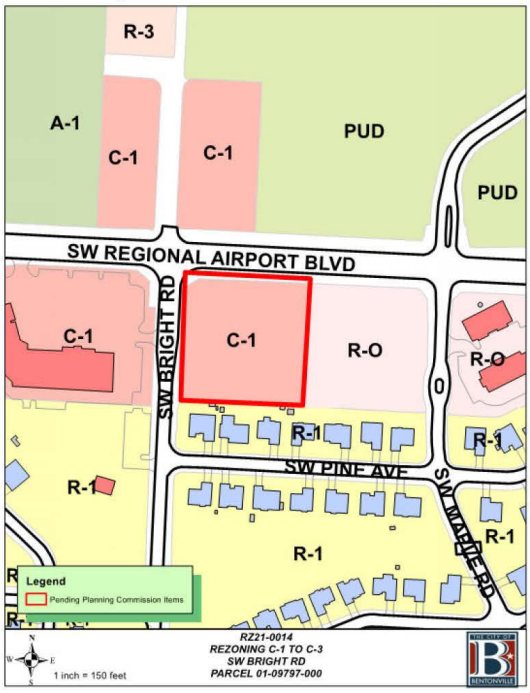
Ortho MEK, LLP

SW Bright Road and SW Regional Airport Boulevard
PC Date: 3/16/2021
Reviewer: Tyler Overstreet, Planning Services Manager, AICP

Project Number	RZ21-0014
Applicant / Current Owner	Ortho MEK, LLP
Site Area	+/- 2.03 acres
Current Zoning	C-1, Neighborhood Commercial
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Commercial (C)

https://arcg.is/08HvK8

Location Map



Property Description
The property is located southeast of the intersection of SW Regional Airport Boulevard and SW Bright Road. Adjacent zoning districts are C-1, Neighborhood Commercial to the north and west, R-O, Residential Office to the east and R-1, Single-Family Residential to the south.

Relationship to the Bentonville Community Plan
The Bentonville Community Plan discusses development potential along SW Regional Airport Boulevard in the Regional Airport Subarea Plan (p. 167). The plan cites the corridor's significant opportunity for new development. The Model Block Development Program (p. 168) depicts a transition from intense commercial uses along the Arterial (SW Regional Airport Boulevard) and a transition to less intensive uses further from the corridor and intersections. Applying the model ensures compatibility, functionality, and consistent development character.

This property is located within Priority Area 2, Infill, of the Land Use and Strategic Growth Chapter of the Community Plan. The infill area represents an opportunity to capitalize on existing infrastructure and services, and support development that aligns with the goals of the Community Plan. According to the plan, most of Bentonville's projected population and workforce growth can be accommodated within the Infill area.

The Future Land Use Plan depicts this property as General Commercial. General Commercial Areas include uses that serve nearby residents and those coming from other parts of the city or region.

Public Comment
Staff has received public comment regarding this request.

Analysis
This property's location at the intersection of an Arterial (SW Regional Airport Boulevard) and a Collector (SW Bright Road) may support more intense development at this location. Elsewhere along the corridor, where there is an intersection of SW Regional Airport Boulevard and a collector or arterial roadway (such as Featherston, Morningstar, or Walton), general commercial development is clustered at the intersection, with less intense zonings and land uses located further from the intersection.

According to the applicant's narrative, a development plan will be submitted at a later date that is consistent with surrounding uses and compliant with the Zoning and Development Codes.

Conclusion
The Future Land Use Plan, the Land Use and Strategic Growth Chapter, and the Regional Airport subarea plan all support the zoning request. In addition, the site's adjacency to a Collector Roadway and an Arterial Roadway, suggest support for General Commercial development.

Staff recommends approval of the rezoning request.

CEI
Solutions for Land and Life

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

3108 SW Regency Parkway
Bentonville, AR 72712
Office: 479.273.9472
Toll-free: 1.800.433.4173
ceieng.com

February 8, 2021

City of Bentonville
Planning Dept.
305 SW A St.
Bentonville, AR 72712

RE: SW Bright Road at Regional Airport Blvd. Rezoning Application

Dear Planning Commission:

Please accept this narrative letter to accompany a formal request by Ortho MEK, LLLP, owner of real property located in the City of Bentonville, for consideration of a rezoning for Benton County parcel #01-09797-000 from C-1, Neighborhood Commercial to C-2 General Commercial. The property is approximately 1.97 acres located at the southeast corner of the intersection of SW Bright Road & Regional Airport Blvd. in Bentonville, Arkansas.

Pending approval of this rezoning request, a proposed development plan will be submitted at a later date. It will be consistent with the allowable uses under the current city of Bentonville zoning code for the proposed district. All necessary utilities for the proposed development are available on or adjacent to the subject tract. Zoning of the subject tract as C-2 general commercial use will be compatible with the surrounding commercial uses and provide services commonly found along major arterial corridors. Screening and buffering for the single-family residential use south of the property will be established as part of the forthcoming Large Scale Development of the subject property.

Traffic generated by this development will likely utilize a shared cross access easement with the adjoining property to the east along Regional Airport Boulevard with possible access onto SW Bright Road. Details for signage, architectural appearance and site lighting will be provided with the Large Scale Development plan for this project. Surrounding streets currently meet the city master street plan designations and no further street improvements are expected to be required with development of the subject property.

Thank you for your time and consideration in this matter.

Respectfully submitted,

[redacted]
Project Manager – Local Development

NOTICE OF INTENT TO REZONE

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

C-1, Neighborhood Commercial to C-2, General Commercial

The legal description of the property is as follows:

Lot 129, Brightwood Subdivision, Phase 3 A, Bentonville, Benton County, Arkansas. LESS AND EXCEPT that part deeded to the Arkansas State Highway Department described as follows: Part of Lot 129, Brightwood Subdivision Phase IIIA, located in the Northeast Quarter of the Southwest Quarter of Section 12, Township 19 North, Range 31 West, Benton County, Arkansas, more particularly described as follows: Commencing at a 1/2" Rebar found at the Centerwest Sixteenth Corner of said Section 12; thence along the West line of said Northeast Quarter of the Southwest Quarter, South 2°18'09" West a distance of 39.65 feet to the Southern Right of Way of Highway 12 established by Highway 12 Right of Way Agreement dated November 15, 1949; thence along said as Southern Right of Way the following bearings and distances: South 87°18'19" East a distance of 19.39 feet, South 87°05'28" East a distance of 22.37 feet to the Southern Right of Way of Highway 12 as established by Brightwood Subdivision Phase IIIA, plat Book 4, page 345, as filed in Benton County and the POINT OF BEGINNING; thence along said Southern Right of Way, South 87°05'28" East a distance of40.57 feet to the Southern Right of Way of Highway 12 as established by AHTD Job 090251; thence along said Southern Right of Way, South 59°54'38" West a distance of 48.33 feet to the Eastern Right of Way of Bright Road as established by Brightwood Subdivision Phase IIIA plat Book 4, page 345 as filed in Benton County; thence along said Eastern Right of Way, North 2°50'11" East; a distance of 26.32 feet to the POINT OF BEGINNING and containing 0.01 acres (534 sq. ft.) more or less.

The common description of the property is: SW Quadrant of Bright Rd

Proposed land use: Commercial

The public hearing will be held March 16 20 21 at 4:00 p.m. It will be held at the Bentonville Commmunity Center, 1101 SW Citizens Circle.

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:

The area being considered for rezoning includes our house. The rezoning would disrupt the current atmosphere of our neighborhood.

[redacted]

Bentonville, AR 72713

Bentonville Ar 72713

NOTICE OF INTENT TO REZONE

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

C-1, Neighborhood Commercial to C-2, General Commercial

The legal description of the property is as follows:

Lot 129, Brightwood Subdivision, Phase 3 A, Bentonville, Benton County, Arkansas. LESS AND EXCEPT that part deeded to the Arkansas State Highway Department described as follows: Part of Lot 129, Brightwood Subdivision Phase IIIA, located in the Northeast Quarter of the Southwest Quarter of Section 12, Township 19 North, Range 31 West, Benton County, Arkansas, more particularly described as follows: Commencing at a 1/2" Rebar found at the Centerwest Sixteenth Corner of said Section 12; thence along the West line of said Northeast Quarter of the Southwest Quarter, South 2°18'09" West a distance of 39.65 feet to the Southern Right of Way of Highway 12 established by Highway 12 Right of Way Agreement dated November 15, 1949; thence along said as Southern Right of Way the following bearings and distances: South 87°18'19" East a distance of 19.39 feet, South 87°05'28" East a distance of 22.37 feet to the Southern Right of Way of Highway 12 as established by Brightwood Subdivision Phase IIIA, plat Book 4, page 345, as filed in Benton County and the POINT OF BEGINNING; thence along said Southern Right of Way, South 87°05'28" East a distance of40.57 feet to the Southern Right of Way of Highway 12 as established by AHTD Job 090251; thence along said Southern Right of Way, South 59°54'38" West a distance of 48.33 feet to the Eastern Right of Way of Bright Road as established by Brightwood Subdivision Phase IIIA plat Book 4, page 345 as filed in Benton County; thence along said Eastern Right of Way, North 2°50'11" East; a distance of 26.32 feet to the POINT OF BEGINNING and containing 0.01 acres (534 sq. ft.) more or less.

The common description of the property is: SW Quadrant of Bright Rd

Proposed land use: Commercial

The public hearing will be held March 16 20 21 at 4:00 p.m. It will be held at the Bentonville Commmunity Center, 1101 SW Citizens Circle.

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:

Please see attached letter.

[redacted]

Signature and Physical Address

[redacted]
BENTONVILLE AR 72713

City of Bentonville Planning Department
305 SW A St
Bentonville AR 72712

Re: RZ21-0014 - ORTHO MEK RZ C-1 TO C-2

I object to the proposed rezoning of the parcel located southeast of the intersection of SW Regional Airport Boulevard and SW Bright Road.

It is my understanding that the proposed use is compatible with C-1 zoning except for the size of the building. If the building square footage requirement is the objection, then why not just issue a variance for the building size? Please keep this lot that is immediately adjacent to single-family residential homes zoned as C-1 Neighborhood Commercial. This will help preserve the atmosphere of the surrounding neighborhoods.

Respectfully,

[redacted]

Ryan E. Hannan
1913 SW Pine Ave
Bentonville AR 72713

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-1, NEIGHBORHOOD COMMERCIAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RX21-0014).

WHEREAS, Ortho MEK, LLP duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of C-1, Neighborhood Commercial to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot 129, Brightwood Subdivision, Phase 3 A, Bentonville, Benton County, Arkansas. LESS AND EXCEPT that part deeded to the Arkansas State Highway Department described as follows: Part of Lot 129, Brightwood Subdivision Phase IDA, located in the Northeast Quarter of the Southwest Quarter of Section 12, Township 19 North, Range 31 Westj Benton County, Arkansas, more particularly described as follows: Commencing at a !4" Rebar found at the Centerwest Sixteenth Comer of said Section 12; thence along the West line of said Northeast Quarter of the Southwest Quarter, South2°18l09n West a distance of 39-65 feet to the Southern Right of Way of Highway 12 established by Highway 12 Right of Way Agreement dated November 15,1949; thence along saidas Southern Right of Way the following bearings and distances: South 8701S,19" East a distance of 19.39 feet, South 87°05'28ir East a distance of22.37 feet to the Southern Right of Way of Highway 12 as established by Brightwood Subdivision Phase IHA, plat Book 4, page 345, as filed in Benton County and the POINT OF BEGINNING; thence along said Southern Right of Way, South 87o05'28" East a distance of40.57 feet to the Southern Right of Way of Highway 12 as established by AHTD Job 090251; thence along said Southern Right of Way, South 59°54r38M West a distance of 48.33 feet to the Eastern Right of Way of Bright Road as established by Brightwood Subdivision Phase IIIA plat Book 4, page 345 as filed in Benton County; thence along said Eastern Right of Way, North 2°50'11" East; a distance of 26.32 feet to the POINT OF BEGINNING and containing 0.01 acres (534 sw. ft.) more or less; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 16, 2021 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 C-1, Neighborhood Commercial to C-2, General Commercial.

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

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

PASSED AND APPROVED this 30th day of March 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

REZONING STAFF REPORT

MO Hogs, LLC

SE B Street and SE 7th Street
PC Date: 3/16/2021
Reviewer: Tyler Overstreet, Planning Services Manager, AICP

Project Number	RZ21-0015
Applicant / Current Owner	MO Hogs, LLC
Site Area	+/- .69 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
The property is located northwest of the intersection of SE B Street and SE 7th Street. Adjacent zoning districts are R-1, Single-Family Residential to the north, west, and east, and DE, Downtown Edge to the north and south.

Relationship to the Bentonville Community Plan
The Downtown Neighborhood Subarea Plan depicts this property within the Southeast Downtown Plan Area. This area, infused with cultural and institutional investment, is depicted as a Downtown Mixed-Use Residential Area. The plan states that as development occurs in these areas, a creative and flexible blend of residential, commercial, and cultural uses can be expected.

The Future Land Use Plan depicts this property as Downtown Commercial. Downtown Commercial areas include traditional mixed-use developments with a focus on design, character, and pedestrian access. Ground floor uses should capitalize on this pedestrian access such as restaurants, storefronts, etc.

Public Comment
Staff has not received public comment regarding this request.

Analysis
The DE, Downtown Edge zoning district definition cites its potential as a transitionary 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.

Within proximity of this rezoning are a number of other DE rezoning requests and DE-zoned developments. Examples include townhome and single-family home projects to the south along SE 7th Street between SE A and SE B Streets, a rezoning at SE 6th and SE B Street (RZ20-0054, approved 12-01-2020), and a rezoning at SE E and SE 7th Street (RZ19-0030, approved 10-22-2019). These rezoning and development approvals suggest a transition to Downtown Commercial in this area.

Conclusion
The Future Land Use Plan, Downtown Area Subarea Plan, and recent development and growth trends in proximity all support the rezoning request.

Staff recommends approval of the rezoning request.

Crafton Tull

901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

February 8, 2021

City of Bentonville
Office of Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Rezoning of parcels at the addresses of 203, 207 and 209 SE 7th Street, Bentonville, AR
Crafton Tull #21101900

Planning Staff,

The current zoning of these three parcels (01-03670-000, 01-03671-000, and 01-03676-000) is R-1 - Single Family Residential. Our proposal is to rezone these three tracts to DE – Downtown Edge. The current owners Bella Vista Contractors Housing Division, LLC and Mo Hogs, LLC will be selling these lots to our clients Gator District, LLC for redevelopment. The intended new use will be for a phased townhome / brownstone style residential development consisting of 10 – 12 units. It is also possible that some of these units may have office/commercial space in them with living arrangements above. The rezoning is necessary for this style of development to meet the zoning code as currently adopted in the City of Bentonville. The rezoning is also consistent with the DT Downtown Commercial designation of the Land Use Plan. The new buildings will be oriented toward SE 7th Street to the south with attached garages and a common drive north of the buildings. This development will be consistent with other developments and rezoning that have occurred along SE 7th Street. The traffic along the frontage of 7th is not excessive currently since 7th does not continue to the west past this block, or to the east past SE E Street. SE B Street makes a tee with SE 8th to the south and SE 2nd to the north. Therefore SE B street is not a major collector or arterial street either. We will be investigating the potential for on street parallel parking along SE 7th to accommodate visitors to the project. The project will be conforming to the latest version of the building code with regard to façade, building height, and finishes. However, the determination of the exact finishes has not been determined at this time. In addition, we will be conforming to the signage codes and take any signage through the appropriate signage permitting process. As for existing utility infrastructure we have access to a 6" sanitary sewer line along SE 7th Street and an 8" sanitary sewer line along SE B Street. Also, there are currently 6" public waterlines along both SE 7th and SE B streets.

Should you have any additional questions or comments, please let us know. We appreciate your time and consideration of this rezoning request.

Sincerely,

[redacted]

Barry R. Williams, ASLA
Project Manager

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: RZ21-0015).

WHEREAS, MO Hogs, LLC 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 8, Polson Subdivision, a part of Out Lot 34, Bentonville, Benton County, Arkansas, as shown on plat record A-137. Lot 7 and the East 40 feet of the South 150 feet of Lot 2, Polson's Subdivision of a part of Out Lot 34, a part of the NE1/4 of Section 31. Township 20 North, Range 30 West, Bentonville, Arkansas. The West 60 feet of the South 150 feet of Lot 2, Polson's Subdivision, of Outlot 34 to the City of Bentonville. Benton County, Arkansas, as shown in Plat Book A at page 137.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 16, 2021 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 30th day of March 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

REZONING STAFF REPORT

Wisdom

402 SE D Street
PC Date: 3/16/2021
Reviewer: Jon Stanley, Senior Planner

Project Number	RZ21-0017
Applicant / Current Owner	Michael & Heather Wisdom 90 West Champions Blvd. Rogers, AR 72758
Site Area	+/-0.17 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
The requested rezoning is located on the Southwest corner of the intersection of SE 4th and SE D Streets, (402 SE D Street). Adjacent zoning districts are R-3, Medium Density Residential to the north, RC-2, Central Residential-Moderate Density to the south, DN-4, Downtown Mixed-Use Residential to the east, and R-1, Single-Family Residential to the west.

Relationship to the Bentonville Community Plan
The Future Land Use Plan depicts this property as High Density Residential. These areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

The Downtown Neighborhood Subarea Plan depicts this property within a High-Density Residential Area (p. 142). High-Density Residential areas allow for an increased neighborhood density primarily through the development of small-lot single-family housing and townhomes. These mixed residential areas tend to be adjacent to downtown commercial uses and serve as a transition between single-family residential to areas of higher density, a wider range of housing types, and areas of commercial/mixed-use development and activity.

The property is also shown to be within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Land Use Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 44). As investment and redevelopment occurs in this area, it is anticipated that density will increase as larger single-family properties are subdivided into smaller lots. (p. 142).

Public Comment
At the time of this report, staff has NOT received public comment on this request.

Analysis
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

Conclusion
The proposed rezoning aligns with the Future Land Use Plan designation of High Density Residential 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 creditable to the rezoning request. Staff recommends approval of the proposed rezoning.

To: Planning Commission

From: Michael Wisdom

Re: 402 SE D street (LOT 01-03578-000)

Date: 2/2/2021

I am proposing a rezoning to the property at 402 SE D street in Bentonville. As the current owner of the property, I propose a rezone from the current zoning of R1 to a new zoning of DE allowing me to build a larger single family home with the added flexibility of DE zoning to allow the property to easily transition to other suitable uses at a potential later date.

Reasons for proposal- The conditions on SE D Street are significantly suitable for an DE zoning due to increased activity as a result of the Market District improvements, and land use designations of surrounding parcels directly North (Medium Density Residential), East (DN4-Mixed), Northeast (Mixed Use), and Southeast (C3). The lot sits adjacent to almost every option of Downtown Commercial and multi family density zoning classification on the East and North side. According to the Bentonville zoning information DE "creates an area of transition between...retail emphasis and the lower density residential neighborhoods on the outskirts of downtown. The physical form of structures begins to shift from commercial to residential character with flexibility in use." My property fits that description perfectly, positioned as a literal transition between retail and residential.

Impact of change to property and surrounding area- This change will allow the single family residence to be immediately built as a larger single family residence utilizing more of the lot and allowing a more appropriately sized home. It will act as a buffer between the mixed use high density activity directly across D street to the east and the residential area directly west.

There are several newly zoned DE lots in the immediate area further indicating the appropriateness of the requested zoning.

Permitting this zoning will allow us to immediately begin beautifying this corner of the Market district.

Water and sewer are currently available.

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: RZ21-0017).

WHEREAS, Wisdom 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 1, Block H, Orchard 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 March 16, 2021 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 30th day of March 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**3/30/2021**
Department	**Planning**
Submitted by	**Ellen Norvell**
Phone	**(479)271-6822**

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 extending the placement of tables, chairs and other items on City of Bentonville public on-street parking spaces adjacent to downtown business establishments from April 30, 2021 to August 31, 2021.

Estimated Cost	**0**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE PLACEMENT OF TABLES, CHAIRS AND OTHER ITEMS ON CITY OF BENTONVILLE PUBLIC ON-STREET PARKING SPACES ADJACENT TO DOWNTOWN BUSINESS ESTABLISHMENTS FROM APRIL 30, 2021 TO AUGUST 31, 2021 AND DECLARING AN EMERGENCY.

WHEREAS, on March 11, 2020, Governor Asa Hutchinson declared a public health emergency in the State of Arkansas due to the COVID-19 pandemic, and the emergency restrictions curbed local establishments' ability to conduct business in order to protect the public from exposure to Coronavirus; and

WHEREAS, the Bentonville City Council adopted Ordinance No. 2020-130 approving the placement of tables, chairs and other items on City of Bentonville public on-street parking spaces adjacent to downtown business establishments through January 1, 2021.

WHEREAS, the Bentonville City Council adopted Ordinance No. 2020-196 extending the ordinance through April 30, 2021.

WHEREAS, the State of Arkansas is still in the midst of the Covid-19 pandemic; and

WHEREAS, the City Council desires to support and assist Bentonville establishments so that they may increase their sales, provide food and drink to their patrons and produce revenue and jobs to help economy recovery from the pandemic.

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

Section 1. That Ordinance No. 2020-130, Sec. 4 is hereby amended to read: *This ordinance shall expire at 11:00 p.m. on August 31, 2021.*

Section 2. That this Ordinance is necessary to preserve the public peace, health, safety and welfare, and because of such, an emergency is declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval.

PASSED AND APPROVED this _____day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**3/23/2021**
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 750 underground wire to the lowest bidder as shown on the attached bid tabulation in the amount of $79,254.00.

Estimated Cost	**$79,254.00**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

M E M O R A N D U M

DATE: **MARCH 23, 2021**

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **750 underground wire bid #IFB-21-12**

The City of Bentonville recommends awarding the bid for 750 underground wire in the total amount $79,254. The low bid for this items follows.

Stuart Irby Company in the amount of $79,254.00

This is for several upcoming developments and to replenish warehouse stock.

City of Bentonville Electric Utilities Department
15KV Underground Primary Cable
Bid Form

33,966

BEUD Inventory Part Number	Wire Size	Feet Required	Price Per Foot	Extended Price	Lead Time
2192	750 1/3 Neutral AL	3 Reels @1500'	7.548	~~56.610.00~~	Available on 4/24 @ Plant.
		3 Reels @500'	7.548	11.322.00	"
		3 Reels @350'	7.548	7925.40	"
		3 Reels @600'	7.548	13.586.40	"
		3 Reels @550'	7.548	12.454.20	"
		total: 10,500'			
Total Price for All Line Items					

79,254

DEVIATIONS FROM SPECIFICATIONS

Bidder must itemize all deviations taken to the specifications. If no exceptions are listed, the bid will be considered to be in strict accordance with the specifications.

Paragraph Number	Specification Requirement	Proposed Deviation and Justification

Bid Submitted By: Deb Meeds / Jeby

PRICES ARE WITH METALS ESCALATIONS/DE-ESCALATIONS PER ATTACHED DOCUENTS

City of Bentonville Electric Utilities Department
15KV Underground Primary Cable
Bid Form

BEUD Inventory Part Number	Wire Size	Feet Required	Price Per Foot	Extended Price	Lead Time
2192	750 1/3 Neutral AL	3 Reels @1500'	$7.74	$34,830.00	EST. 18 WEEKS
		3 Reels @500'	$7.74	$11,610.00	EST. 18 WEEKS
		3 Reels @350'	$7.74	$8,127.00	EST. 18 WEEKS
		3 Reels @600'	$7.74	$13,932.00	EST. 18 WEEKS
		3 Reels @550'	$7.74	$12,771.00	EST. 18 WEEKS
		total: 10,500'			
Total Price for All Line Items				$81,270.00	

DEVIATIONS FROM SPECIFICATIONS

Bidder must itemize all deviations taken to the specifications. If no exceptions are listed, the bid will be considered to be in strict accordance with the specifications.

Paragraph Number	Specification Requirement	Proposed Deviation and Justification
*ATTACHED DOCUMENT		

Bid Submitted By: AECI

Agenda Item Form

Date of City Council Meeting	**3/30/2021**
Department	**Police Department**
Submitted by	**Chief Jon Simpson**
Phone	**(479) 271-3173**

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 requesting approval for a Waiver of Bid and a related Agenda Item is a request for a Budget Adjustment. These items will allow for the purchase of two new fingerprinting computers from IDEMIA Identity and Security USA LLC. One device is for the Detention/Booking area to transmit mandated arrestee prints to the Arkansas State Police (ASP) Automated Fingerprint Identification System (AFIS) for criminal history tracking and the other is to provide fingerprinting services to the public for various state licensing requirements, background checks, adoptions, conceal carry licenses, etc. These computer systems are the same used by AFIS and allow the fingerprints to be electronically/digitally to the ASP AFIS. Fingerprinting devices currently in use by the police department are in need of updates and are no longer supported due to the provider, Secure Outcomes, unexpectedly going out of business. The Budget Adjustment for the total project is $23,448.33 and will make use of existing Police Federal Equitable Sharing Escrow Account Funds to cover the cost of both devices, taxes, installation, and training.

Estimated Cost	**$23,448.33**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Our existing Police Federal Equitable Sharing Escrow account will fund the purchase.

Waiver of Bid Request

Date of City Council Meeting	**3/30/2021**
Department	**Police Department**
Submitted by	**Jon Simpson-Chief of Police**
Phone	**(479) 271-3170**

Vendor	**IDEMIA Identity and Security USA LLC formerly MorphoTrak**
Total Cost	**$23,448.33**

Description of Purchase: Fingerprinting computers

This is a waiver of bid to purchase two new fingerprint computers from IDEMIA Identity and Security USA. Fingerprinting devices currently in use by the police department are no longer supported due to the provider, Secure Outcomes, unexpectedly going out of business. One computer is for the police department's detention/booking area to transmit mandated arrestee fingerprints to the Arkansas State Police's (ASP) Automatic Fingerprint Identification System (AFIS) section for criminal history tracking. The other device is to perform fingerprinting services to the public for state licensing requirments, background checks, adoptions, conceal carry licenses, etc. These computer systems are the same used by AFIS and allow the fingerprints to be electronically/digitally transmitted to the ASP AFIS. IDEMIA is not on state contract and we are requesting a waiver of bid to purchase a system that is both compatible and purchased/operated by ASP AFIS system. Total amount is $23,448.33 which includes taxes, installation and training. Refer to the attached price quote.

Justification *(Enter justification in space below):*

IDEMIA Identity and Security USA is the provider of the AFIS System in place at the Arkansas State Police (ASP), and is able to provide a system to BPD that is 100% compatible with the ASP system. Current devices and software in place at BPD are unable to be repaired and/or updated with the most important State of Arkansas legislative year updates due to the current provider going out of business unexpectedly and the system in place being proprietary to the provider. Time is of the essence in ensuring BPD's fingerprinting devices and software are operational and reliable as any breakdowns in current devices or software would negatively impact our ability to transmit mandated arrestee fingerprints to the ASP and our ability to provide public fingerprinting services. For these reasons, we believe that inviting competitive bids is impracticable for this purchase.

State of Arkansas
Governor Asa Hutchinson

ARKANSAS STATE POLICE
1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"

Jami Cook
Secretary

William J. Bryant
Director

ARKANSAS
STATE POLICE
COMMISSION

Neff Basore
Chairman
Bella Vista

John Allison
Vice-Chairman
Conway

Steve Edwards
Secretary
Marianna

Jeffery Teague
El Dorado

Jim Hinkle
Conway

Murray Benton Sr.
Jonesboro

Ken Reeves
Harrison

March 4, 2021

Chief Jon Simpson
Bentonville Police Department
908 SE 14th Street
Bentonville, AR 72712

The Arkansas State Police (ASP) currently utilizes the IDEMIA LiveScan AFIS system that you referenced in your email (Reference Number: IDAR-L021021-05C).

If you have any additional questions, please let me know.

[redacted]
Lieutenant Kevin Richmond
Company D Commander
1120 West Monroe Avenue
Lowell, AR 72745
479-365-8710

5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

March 3, 2021

Captain John Hubbard
Bentonville Police Department
Bentonville AR
Email: John.hubbard@bentonville.arkansas.gov
Phone 479-271-3174

Reference No. IDAR-L021021-05C
This price quote replaces the previous price quote Reference No. IDAR-L021021-05B.

IDEMIA is pleased to provide Bentonville Police Department with the following price quote for the IDEMIA LiveScan System equipped with the accepted standard Arkansas State Police (ASP) software and workflows.

IDEMIA's fully integrated LiveScan solution provides Bentonville Police Department the following features and benefits:

- Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- Digital image capture of upper, lower and writer's palms, slaps and rolls (*option*)
- Mug Photo Capture available (*option*)
- Full compliance with ASP AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- Quick check, review, and edit can be performed on each print
- All livescan configurations include on-site installation, training and 1 Year On-site Warranty



Tenprint (fingerprint) capture unit



Tenprint/Palmprint capture unit

State of Arkansas Trusted Identification Partner for 24 Years

IDEMIA has been the sole provider of the AFIS System in place at the Arkansas State Police (ASP) since 1997. IDEMIA is the only vendor who can deliver a Livescan system that is 100% compatible with the ASP system. In fact, IDEMIA Livescan systems use the same AFIS quality checking algorithms to ensure Bentonville Police Department can submit the highest-quality prints to ASP.

Figure 1 shows a map of the state of Arkansas with IDEMIA LiveScan installations.



Figure 1. IDEMIA Livescans installed in the state of Arkansas

IDEMIA's ***In-State Support Organization*** is **dedicated solely** to the support of Arkansas customers. IDEMIA's approach to in-state support is demonstrated by our commitment to provide field resources that are located in close proximity to our customer sites. This reinforces IDEMIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry.

Solution Description and Pricing
IDEMIA proposes the equipment and services described in Tables 1 and 2.

Tenprint/Palmprint Capture - Desktop

Table 1. Pricing and Maintenance

Description	Unit Price
IDEMIA LiveScan System Desktop Tenprint/Palmprint, including: • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint/Palmprint 500PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology • Computer, Touch Screen monitor, keyboard • Signature Capture Pad • Foot pedal for hands free advancement • Standard ASP Workflows and Profiles • UPS • Installation / On-site Training • **Warranty**: 1 Year On-site ***Advantage*** Solution warranty, 9X5, Next day on-site response and parts replacement • Freight	**$16,165.00**
Less Discount for receipt of Purchase Order by 3/27/2021	**($1,487.00)**
Subtotal	**$14,678.00**
Plus Sales Tax 9.5%	**$1,394.41**
Total	**$16,072.41**
Annual Maintenance (to start after initial 1st Year On-site Warranty)	
Annual Maintenance On-site ***Advantage*** Solution, 9X5, Next day on-site response and parts replacement	**$2,199**
Please see Table 3 Options for Tenprint Card Printer pricing	

Tenprint (Fingerprint) Capture - Desktop

Table 2. Pricing and Maintenance

Description	Unit Price
IDEMIA LiveScan System Desktop Tenprint, including: • IDEMIA LiveScan System Software • FBI Appendix F Certified Tenprint 500PPI Scanner • Computer, Touch Screen monitor, keyboard • Signature Capture Pad • Standard ASP Workflows and Profiles • Installation / On-site Training • **Warranty**: 1 Year On-site ***Advantage*** Solution warranty, 9X5, Next day on-site response and parts replacement • Freight	**$7,341.00**
Less Discount for receipt of Purchase Order by 3/27/2021	**($605.00)**
Subtotal	**$6,736.00**
Plus Sales Tax 9.5%	**$639.92**
Total	**$7,375.92**
Annual Maintenance (to start after initial 1st Year On-site Warranty)	
Annual Maintenance On-site ***Advantage*** Solution, 9X5, Next day on-site response and parts replacement	**$1,973.00**
Please see Table 3 Options for Tenprint Card Printer pricing	

Current shipping is 30+ days after receipt by IDEMIA of Bentonville Police Department completed pre-installation documentation, or as otherwise scheduled.

Annual Maintenance prices shown above are for Year 2 only. On-going maintenance pricing may escalate 5% per year, beginning in Year 3. Prices are exclusive of any and all state, or local taxes, or other fees or levies.

Options and Pricing
IDEMIA equipment options and pricing described in Table 3. **Options Pricing and Maintenance**

Description	Unit Price	Annual Maintenance*
Printer Black & White Tenprint Card, Duplexer, +1 additional Tray	**$1,325**	**$199**
Printer Black & White Tenprint Card, Duplexer, +2 additional Trays	**$1,550**	**$233**

**Annual Maintenance term will start after the initial 1st Year Warranty.*

Customer Responsibilities

Bentonville Police Department is responsible for the following:

- Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- Provide a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- Obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- Compliance with ASP requirements using ASP approved method for electronic transfer
- Obtain all required authorizations for connecting to the Arkansas State Police AFIS.

Prior to the purchase, Bentonville Police Department must request approval for connectivity to the Arkansas State Police AFIS, ATT: Stacy Dougherty, Arkansas State Police, Tel: (501) 501-618-8611, Email: stacy.dougherty@asp.arkansas.gov.

Assumptions

In developing this proposal, IDEMIA has made the following assumptions:

- With the exception of the State AFIS, there are no external interfaces to support which includes but is not limited to records management system, booking system, mugshot system, etc.
- An inter-agency agreement between Arkansas State Police and Bentonville Police Department will be in place.
- Bentonville Police Department will provide all necessary communication to connect to Arkansas State Police. This includes, but is not limited to hubs, routers, modems, etc.
- On-site Installation Services will be scheduled after network connectivity to Arkansas State Police has been established and verified.

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Bentonville Police Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days after the date of the invoice. Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, IDEMIA will makes its best effort to provide a suitable replacement.

Proposal Expiration: August 31, 2021

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all questions and order correspondence, including Purchase Order, to:

Jayne Goodall
IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: jayne.goodall@us.idemia.com | Mobile: (951) 833-2311 | Office: (714) 575-2956

We look forward to working with you.

Sincerely,



Michael Hash
Vice President of Public Security, State & Local Government - IDEMIA

IDEMIA's LiveScan Systems use the same image quality algorithms used in the FBI Next Generation Identification (NGI) system and the Arkansas State AFIS image processing software. This has the potential to reduce end-to-end transaction processing time by reducing QC (Quality Control) at the ASP AFIS.

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post Warranty
Software Support 9X5*	**Included in Warranty**	**Available for purchase**
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	**Included in Warranty**	**Available for purchase**
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	**Included in Warranty**	**Available for purchase**
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

**Customer local time*

By signing this signature block below, Bentonville Police Department agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): $_____

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

_____

_____

_____

Billing Contact name

Telephone number ( )

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

_____

_____

_____

Technical Contact name

Telephone number ( )

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and _____ _____, ("Customer"), having a place of business at _____ _____, enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order hat refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and condi ions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. $_____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated wi h the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance wi h the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller he right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a hird party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If nego iations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written no ice and a thirty (30) day period to cure the alleged breach.

6. **LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.**

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the informa ion; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights,. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to he extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to he extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed_____

Name_____

Title_____

Date_____

NAME ("CUSTOMER")

Signed_____

Name_____

Title_____

Date_____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT
In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and he applicable terms and condi ions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS
1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, opera ion and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE
IDEMIA and Licensee enter into his Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE
3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE
4.1. Licensee may use he Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Wi hout limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documenta ion as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to opera ion and the Software must be removed from he other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE
IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documenta ion, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connec ion with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY
6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2 IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. **The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

SECTION 7. TRANSFERS
Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discre ion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION
8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches his Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be enti led to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9.UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND
This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of his Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY
Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that he provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL
11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regula ions of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Viola ion of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substan ive laws of the State of Delaware if Licensee is not a sovereign government en ity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obliga ions under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any o her damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF FINGERPRINTING COMPUTERS FOR THE BENTONVILLE POLICE DEPARTMENT 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 fingerprinting computers for the Bentonville Police Department from IDEMIA Identity and Security USA, LLC, as set forth in the agreement attached as Exhibit A.

Section 2: Because IDEMIA Identity and Security USA, LLC, is the provider of the fingerprinting system in place at the Arkansas State Police, to which compatibility is critical, and because time is of the essence in ensuring fingerprinting devices are operational and reliable to transmit necessary criminal justice information, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**3/30/2021**
Department	**Police Department**
Submitted by	**Chief Jon Simpson**
Phone	**(479) 271-3173**

Item Type: (*Check All That Apply*)

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Request for a Budget Adjustment and a related Agenda Item is a request for a Waiver of Bid. These items will allow for the purchase of two new fingerprinting computers from IDEMIA Identity and Security USA LLC. One device is for the Detention/Booking area to transmit mandated arrestee prints to the Arkansas State Police (ASP) Automated Fingerprint Identification System (AFIS) for criminal history tracking and the other is to provide fingerprinting services to the public for various state licensing requirements, background checks, adoptions, conceal carry licenses, etc. These computer systems are the same used by AFIS and allow the fingerprints to be electronically/digitally to the ASP AFIS. Fingerprinting devices currently in use by the police department are in need of updates and are no longer supported due to the provider, Secure Outcomes, unexpectedly going out of business. The Budget Adjustment for the total project is $23,448.33 and will make use of existing Police Federal Equitable Sharing Escrow Account Funds to cover the cost of both devices, taxes, installation, and training.

Estimated Cost	**$23,448.33**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Our existing Police Federal Equitable Sharing Escrow account will fund the purchase.

Budget Adjustment Request

Date of City Council Meeting	3/30/2021
Department	Police Department
Submitted by	Chief Jon Simpson
Phone	(479) 479-271-3172

Purpose of Budget Adjustment *(Enter purpose in space below):*

Using Funds from the Police Federal Equitable Sharing Escrow account to fund the purchase of two fingerprinting computers.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102010	37520	Federal Equitable Sharing Escrow	$ 23,448.33	
102010	47410	Capital Machinery and Equipment		$ 23,448.33
		Totals	$ 23,448.33	$ 23,448.33
		Net Impact on Fund Balance	$	-

*Final Account Number will be determined by Accounting Department after approval and purchase

Agenda Item Form

Date of City Council Meeting	3/30/2021
Department	Police Department
Submitted by	Jon Simpson- Chief of Police
Phone	(479) 271-3170

Item Type: *(Check All That Apply)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

This is a request to declare one (1) no longer in-service police department vehicle as surplus property. The vehicle to be declared surplus is a 2012 Chevy Impala (2010-12) police package sedan, VIN # 2GIWD5E3XC1235215. This vehicle is equipped with blue emergency lighting, audible siren, and other law enforcement specific items that would ordinarily require removal prior to any transfer of ownership. However, upon approval and being declared as surplus, this vehicle may be transferred to the State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety with lighting, sirens, and other law enforcement specific equipment intact. The State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety would use this vehicle for law enforcement purposes. Transferring ownership of a retired police vehicle in this manner represents a responsible and safe disposition of this sort of vehicle and also saves the city the costs associated with the removal and proper disposal of law enforcement only equipment. It also saves costs associated with prolonged storage of these vehicles awaiting auction. Additionally, this transfer encourages local partnerships and supports law enforcement and public safety in Northwest Arkansas. See attached letter from the State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety and the vehicle transfer agreement that will accompany the vehicle to be disposed.

Estimated Cost	$ None
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)*:

FORT CHAFFEE POLICE DEPARTMENT

Fort Chaffee Maneuver Training Center

Bldg. 2100, Fort Smith Blvd
Fort Chaffee, Arkansas 72905-1390
Office: (479) 484-2666
Fax: (479) 484-2365

3/9/2021

To whom it may concern;

The 2012 Chevrolet Impala (vin# 2GIWD5E3XC1235215) transferred from Bentonville Police Department to the Fort Chaffee Police Department will be used for Law Enforcement purposes only and would be beneficial to this department due to the low budget and inability to purchase vehicles at this time.

Charles Motsinger
Chief, Fort Chaffee Police Department

200 YEARS OF SERVICE TO ARKANSAS AND THE NATION

1994VEHICLE TRANSFER AGREEMENT

This agreement is made this 9TH day of MARCH, 2021, by and between the City of Bentonville, Arkansas ("Bentonville") and the State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety.

WHEREAS, Bentonville desires to transfer one surplus police vehicle; a 2012 Chevrolet Impala, VIN: 2GIWD5E3XC1235215;

WHEREAS, Bentonville purchased this vehicle new and equipped this vehicle for law enforcement use and the vehicle was declared surplus at the City Council meeting of March 30th, 2021 and likewise approved for transfer to the State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety ; and

WHEREAS, the State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety desires to receive the described vehicle, including the law enforcement related equipment installed in the vehicle, from Bentonville for law enforcement purposes; and

NOW, THEREFORE, in consideration of the mutual promise, covenants and premises herein, the parties agree as follows:

1) Bentonville agrees to transfer to the State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety one surplus police vehicle; a 2012 Chevrolet Impala, VIN: 2GIWD5E3XC1235215 (the "Vehicle").

2) The State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety agrees to accept the Vehicle upon the terms set forth herein.

3) The State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety agrees and acknowledges that the Vehicle is being transferred to SSPD on an as is, where is, basis with all faults. The State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety acknowledges it has an opportunity to inspect the Vehicle and it agrees to accept it in such state.

4) In consideration for receiving the Vehicle, the Agency agrees to defend and hold Bentonville harmless for any claim by a third party, including its own employees or agents, for any damage or injury that may occur as a result of the State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety's ownership, use or maintenance of the Vehicle.

5) The State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety agrees that the Vehicle may only be used for law enforcement purposes. If the State of Arkansas Department of the Military, Fort Chaffee Department of Public

Safety no longer desires to use the Vehicle for such purposes, the State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety agrees that it will either transfer the Vehicle to another law enforcement agency, or the Vehicle shall be disposed, or transferred, by appropriate methods, after the removal of any law enforcement specific equipment.

6) The State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety agrees that the transfer of the Vehicle to it does not violate any applicable law and that all necessary approvals by the State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety will be received prior to taking title to the Vehicle.

7) This Agreement may only be modified by a writing signed by both parties hereto.

8) This Agreement sets for the entire Agreement between the parties.

9) The State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety agrees that the Vehicle is being transferred to them without any warranties of any kind, including without limitation, any implied warranties or implied warranties of merchantability or fitness for a particular purpose.

NOW THEREFORE, the parties hereto, intending to be bound, have caused this Agreement to be executed by their duly authorized representatives, who represent and warrant that they are so authorized, effective as of the date first set forth above.

City of Bentonville, Arkansas

The State of Arkansas Department of the Military, Fort Chaffee Department of Public Safety

[redacted]

Title: _____

Title: CHIEF OF POLICE

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN PROPERTY BELONGING TO THE CITY OF BENTONVILLE POLICE DEPARTMENT AS SURPLUS PROPERTY.

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

Section 1: That certain property of the City of Bentonville Police Department, more particularly described in the attached agenda form, is hereby declared to be surplus and the Police Department is authorized to dispose of or exchange such property as authorized by law and more particularly described therein.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**3/30/2021**
Department	**Bentonville Fire Department**
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):*

Bid award to Emergency Communication Systems (ECS) Mobile Alerting Systems for the purchase of a ECS-5 Rapid Deployment Mass Notification System for the City of Bentonville in the amount of $99,976.35 including tax. This is a 2021 budgeted item shared between the Bentonville Fire Department, and the Bentonville Police Department.

Estimated Cost	**$99,976.35**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

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 Agent

Date: 3-30-2021

Re: IFB-21-06 ECS-5 Rapid Deployment Mass Notification System

---

Fire Department is requesting City Council award bid to Emergency Communication System (ECS) Mobile Alerting Systems for the purchase of a Rapid Deployment Mass Notification System. This item was a 2021 budgeted item and is a shared purchase with the Bentonville Police Department, with 50% of the cost coming from each department. ECS was the low bid at $99,976.35. Federal Signal's bid was $122,893.83.

A Mass Notification System is required in multiple NFPA standards, and in multiple International Building Codes for large public gatherings.

The Mass Notification System is a rapid deployable system that provides up to 121 dB of sound at 100' to provide instruction, or announcements to a large crowd. The effective range is approximately 3700' at 70dB. This can be for standard instructions, or in the case of an emergency. This system also has the ability to integrate with our current tornado siren system for use as a tornado siren when needed.

CITY OF BENTONVILLE
BID OPENING TABULATION SHEET
IFB-21-06 ONE NEW FS-5 RAPID DEPLOYMENT TRAILER SYSTEM

MONDAY, MARCH 8, 20201 @ 1:30 PM

BIDDER NAME	TOTAL BID PRICE
Federal Signal Corporation	$122,893.83
ECS Mobile Alerting Systems	$99,976.35

*Low bid received from ECS Mobile Alerting Systems

CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING 1000 SW 14TH STREET BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: February 7, 2021

NOTICE TO BIDDERS

ONE NEW FS-5 RAPID DEPLOYMENT TRAILER SYSTEM
Invitation For Bid (IFB)-21-06

The City of Bentonville is accepting formal bids for the purchase and delivery of one (1) New FS-5 Rapid Deployment Trailer System, or Equivalent Item. The Trailer System must include a hydraulic scissor style lift inclusive of all batteries, a Federal Control System, and a Federal Speaker/Siren, as specified.

The City reserves the right to reject any or all bids and to waive informalities.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, from the Purchasing Office located at the address below, or by downloading the documents from the City's website by visiting http://bentonvillear.com/211/Purchasing and selecting 'Review Open Bids'. Bidders who wish to deliver a bid submission prior to the bid opening date/time may do so by delivering the bid submission to the Purchasing Office located on the 2nd floor of the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712. Bidders may also choose to deliver their bid submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-21-06 held at 1:30pm on Monday, March 8, 2021; the bid opening will be held at the City of Bentonville Administrative Services Building in Room A103 on the 1st floor, located at 1000 SW 14th Street Bentonville, AR 72712. 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.

Interested parties may contact the Purchasing Office with any questions regarding submission details for this solicitation by calling (479) 271-3115 or by emailing purchasing@bentonvillear.com.

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-06	**Date of Issuance:**	February 21, 2021
Description:	Purchase and delivery of one (1) New FS-5 Rapid Deployment Trailer System, or Equivalent Item.		
Requesting Department:	CITY OF BENTONVILLE FIRE DEPARTMENT, CITY OF BENTONVILLE POLICE DEPARTMENT		
Pre-Bid Meeting Information:	NO PRE-BID MEETING IS SCHEDULED FOR THIS SOLICITATION.		
Bid Bond Requirement:	BID BOND NOT REQUIRED FOR THIS SOLICITATION		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**MARCH 8, 2021 AT 1:30 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Temporary Bid Opening Room – 1st Floor – Room A103 (located directly to the left when entering the building) 1000 SW A Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712 ***Between February 8, 2021 and February 15, 2021, all hand-delivered bid submissions require an appointment for delivery. Please contact the Purchasing Office to make an appointment***
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 & Phone Number 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 correctly and to the designated location prior to the bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	March 3, 2021 – 4:30 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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

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: ECS Mobile Alerting Systems **Phone Number:** 920-585-4001

Business Address (Full Street/City/State/Zip): W971 County Road CE Kaukauna, WI 54130

Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): X Yes _No

Name of Contact Person: Bill Van Dyn Hoven **Email:** Bill@Siren-Service.com

Signature of Authorized Person: [redacted] **Date:** 2-26-21

Printed or Typed Name: Bill Van Dyn Hoven **Title:** President

Arkansas Contractors License Number: _____ **(Not required unless specified)**

Sales or Use Tax ID Number: 456-1030342304-02

Bid Bond Included: ___Yes X___No **(only required if specified in this IFB Document)**

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

INTENT

The intent of this Invitation for Bid (IFB) is for the purchase and delivery of one (1) New FS-5 Rapid Deployment Trailer System, or Equivalent Item. The Trailer System must include a hydraulic scissor style lift inclusive of all batteries, a Federal Control System, and a Federal Speaker/Siren, as specified herein.

REQUIRED 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 provided by the City of Bentonville within this packet ("no bid" is an acceptable entry).

CONTRACT TERM/PURCHASE ORDER:

The awarded bidder will receive a single Purchase Order, issued by the City of Bentonville, for the one time purchase and delivery of one (1) New FS-5 Rapid Deployment Trailer System, or Equivalent Item. The Trailer System must include a hydraulic scissor style lift inclusive of all batteries, a Federal Control System, and a Federal Speaker/Siren, as specified herein.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of one (1) New FS-5 Rapid Deployment Trailer System, or Equivalent Item for the City of Bentonville Fire Department and Police Department. The Trailer System must include a hydraulic scissor style lift inclusive of all batteries, a Federal Control System, and a Federal Speaker/Siren, as specified herein.

DELIVERY

The City Of Bentonville requests delivery within sixty (60) days after receipt of the City's Purchase Order. If this delivery schedule cannot be met, Bidder must state the number of days required from receipt of the City's purchase order to deliver the item to the City. Failure to state a delivery time obligates the Bidder to complete delivery within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City. Delivery must be made within the City's working hours, by appointment with the City of Bentonville Fire Department.

Delivery within 95 days after receipt of City's purchase order.

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EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as refers thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent shall clearly describe the equivalent article being offered and indicate how it differs from the City's original specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the bid. It is the Bidder's responsibility to demonstrate to the City, in their bid submission, 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 and/or email address below:

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th Street
Bentonville, AR 72712
accountspayable@bentonvillear.com

For payment to be made upon delivery of the equipment, the awarded Bidder must submit an Invoice to the City at least seven (7) days prior to the scheduled delivery date and receive an email that the invoice has been received. Failure to submit invoices on time and to the correct address may result in delayed payment.

DEPOSIT PAYMENTS

If Bidder requests a deposit for the specified equipment upon ordering, Bidder must state Deposit details in a percentage amount, below:

Percentage Deposit Requested: 50 % of Total Bid Price at Time of Order (time of Purchase Order issuance)

Bidders shall note that deposit payments are not guaranteed and shall not be considered conditional upon the submitted Bid or Total Bid Price. The City reserves the right to request references and credentials from Bidders who request deposit payments prior to approving such deposits and use any information gained in the evaluation of deposit approval.

PAYMENT TERMS

Yes Net 30 days ☐ Other: _____

QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)

All questions or requests related to this Invitation for Bid should be directed solely to the Purchasing Office via written communication only via one of the methods below. A copy of the question and the City's response will

be distributed to all known document holders. Purchasing will not respond to requests received after the deadline for submission of these requests stated herein or to verbal requests.
Submit Via Email: purchasing@bentonvillear.com
Submit Via Mail: City Hall ATTN: Purchasing Office 1000 SW 14th Street Bentonville, AR 72712

INDEMNIFICATION

Due to the City statutory tort Immunity, the City does not carry liability insurance for such claims. Accordingly, any contract entered into with the awarded Bidder may not include a clause in which the City agrees that it or its' officials or employees will indemnify the other party.

The awarded Bidder agrees to indemnify the City and hold it harmless against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the service or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

CITY'S RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request additional information or references from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

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

_____ Yes _X___No

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

Contractor/Vendor Disclosure

Company Name: ECS Mobile Alerting Systems

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.

_____

_____

_____

_____

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. BVDH Initials

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

   If multiple bids are received from the same vendor for the same item (year/make/model), 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. Bidders may submit multiple bids, in separate sealed envelopes, for different items (different make/model/years).

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

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

8. **CONTRACT RENEWAL**: The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES**: Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS**: Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable office, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES**: Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD**: Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

    In the event of two or more identical low bids, 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.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.

20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

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

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

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.

22. **PRICE CHANGES ON CONTRACTS**: If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
    - First to Bidder offering firm prices for full contract period; and
    - Second to Bidder offering firm prices subject to market price adjustment.

23. **COPYRIGHT OR PATENT RIGHTS**: By submitting the bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.

24. **CONFLICT OF INTEREST**: The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.

25. **TAXES**: The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the Bidder must bear full liability.

27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:

    1. Termination for Convenience
       In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

    2. Termination for Cause
       Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

    3. Termination Due to Unavailability of Funds

When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, Bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds $35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**

31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer.

32. **MODIFICATIONS FOR CHANGES**: No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City ofBentonville.

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.

SPECIFICATIONS

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

Specification Description	**Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.**	**Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.**	**Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.**
One (1) New FS-5 Rapid Deployment Trailer System. The Trailer System must include a hydraulic scissor style lift inclusive of all batteries, a Federal Control System, and a Federal Speaker/Siren, as specified herein.	X	Equivalent	
The unit shall meet or exceed all applicable Federal, State and Local transportation regulations, laws, ordinances and statutes.	X	Equivalent	
The Trailer System must include a hydraulic scissor style lift, inclusive of all batteries.	X	Equivalent	
The Trailer System must include a Federal Control System.	X	Equivalent	
The Trailer System must include a Federal Speaker/Siren, MOD4000B Series, with the capabilities of 3,200 Watts of power, and additional drivers to meet a 121dB minimum standard.	X	Equivalent	
The Lift shall deploy the Speaker/Siren to a height of 27' (twenty-seven feet) at the bottom of the Speaker.	X	Equivalent	
The Trailer shall be a dual torsion axle, with dual self-adjusting electronic brakes, and have a 2 5/16" (two and five-sixteenth inch) ball.	X	Equivalent	

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
The System shall have the capabilities to talk over the speaker from designated portable radios. The System shall also have a noise cancelling microphone for use on the Trailer.	X	Equivalent	
The System shall be pre-wired for a Motorola XPR 4500, Model #AAM27NH9JA1AN.	X	Equivalent	
The frequency for the antenna shall support the 452-464 MHz Range.	X	Equivalent	
The Trailer System shall be professionally engineered and shall include a stamped wind speed rating of 50mph (fifty miles per hour) with no guide wires, and a 100mph (one hundred miles per hour) with guide wires.	X	Equivalent	
The height of the System shall allow it to clear under and an 8' (eight foot) door for storage in a bay or garage when being stored.	X	Equivalent	
The System shall be covered by a one (1) year manufacturer's warranty.	X	Equivalent	
The Trailer shall be covered by a one (1) year warranty free from defects and malfunction.	X	Equivalent	
The Total Bid Price shall include delivery of the specified equipment and all specified and required components for operation, as well as all shipping fees and taxes.	X	Equivalent	
The Total Bid Price shall include training to be conducted upon delivery at the Bentonville Fire Station Number 1. The delivery and this training shall be scheduled in advance with the Bentonville Fire and Police Departments to ensure all necessary and/or desired staff are available for the training.	X	Equivalent	

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

PRICING SHEET
IFB-21-06

Bidder, having examined this Invitation for Bid document in its entirety hereby agrees to furnish all units, products, materials, equipment, delivery, manuals, training, assembly and all other component's to complete the unit in accordance with the specifications contained herein and as are industry standard and best practice for the type of equipment described herein.

Bid prices shall include all costs, including and but not limited to: all tax, labor, products, materials, equipment, transportation, overhead, profit, assembly, training and all other costs to the City of Bentonville, Arkansas to cover the finished product. The City of Bentonville tax rate is 9.5%.

Delivery will be made within the City limits of Bentonville, Arkansas to the City of Bentonville Fire Department, Station Number 1, located at 800 SW A Street Bentonville, AR 72712.

The Bid Award will be based on the lowest and most responsible Total Bid Price where equipment presented meets or exceeds the City's specifications, based on the City's evaluation of the bid submission and in accordance to the City's best interest.

Conditional bids (bids conditioned upon pre-payment or any other terms) will not be considered. If Bidders request deposit payments, that information can be conveyed in the 'Deposit Payments' Section of this IFB document.

Quantity	City Specified Item Description	Bid Submitted Item Description (Must include full description or list 'AS SPECIFIED' to indicate providing the City's requested items)	Price
1	New FS-5 Rapid Deployment Trailer System, or Equivalent Item. The Trailer System must include a hydraulic scissor style lift inclusive of all batteries, a Federal Control System, and a Federal Speaker/Siren, as specified herein.	-New FS-5 Rapiad Deployment Trailer -Includes delivery and training. -Includes Taxes	$ 99,976.35
TOTAL BID PRICE:			**$ 99,976.35**

FEDERAL SIGNAL
Safety and Security Systems
Protecting people and our planet

2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
alertnotification.com

Contact Name: Justin Scantlin
Customer: Bentonville
Address: 800 SW A St
City: Bentonville **State:** AR **Zip:** 72712
Country: USA
Office Phone: 479-271-3151 **Mobile Phone:** 479-685-1096
E-mail: Jscantlin@bentonvillear.com

Quotation No.: ANS 30221132721
Reference quote no. on your order

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below.
Delivery schedule cannot be established until radio information is supplied, if applicable.

March 2, 2021

Item No.	Qty.	Federal Model/ Part No.	Description	Unit Price	Total
1			**Project Name**		
2			**Command and Control**		
3	1				
4	1				
5	1				
6	1				
7	1				
8			**Equipment**		
9	1	MOD4016B	MODULATOR SIREN, 1600W, OMNI DIR	$8,636.00	$8,636.00
10	1	UVTD	DIGITAL, 2-WAY, NO RADIO	$4,720.00	$4,720.00
11	8	UV400	AMPLIFIER - 400W	$628.00	$5,024.00
12	1	MNC-MC	MIC, NOISE CANCELLING .25	$195.00	$195.00
13	1	OMNI-16	ANTENNA, 460-470MHz UHF	$322.00	$322.00
14	16	K8570063A	DRIVER, FWS 100W NEO	$173.00	$2,768.00
15	1	SMV-14668	SMV for 3200W Trailer MOD	$2,400.00	$2,400.00
16	1				
17	1				
18			**Services/Installation**		
19	1				
20	1				
21	1				
22	1	Taxes	9.5% Taxes	$2,377.62	$2,377.62
23	1	ES-FREIGHT	SHIPPING FEES	$962.60	$962.60
			Total Weight:	Total:	**$27,405.22**

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds $50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a $385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Delivery: 8-10 Weeks
Freight Terms: FOB - University Park, IL (Factory)
Terms: Equipment - Net 30 Days upon Shipment
Services - Net 30 Days, as completed

Proposed By: Bill Van Dyn Hoven
Company: Emergency Communication Systems
Address: W971 County Road CE
City,State, Zip: Kaukauna, WI 54130
Country: USA
Work Phone 920-585-4001
Fax:
Approved By: Bill VDH

[redacted]
Signature:

Purchase order MUST be made out to:
Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484

SHIPPING ADDRESS
Name: Bill Van Dyn Hoven
tomer: Emergency Communication Systems
ddress: W971 County Road CE
City: Kaukaun **State:** WI
ountry: USA
Phone: 920-585-4001

Federal Signal - 2645 Federal Signal Drive, University Park, IL 60466 - 800-548-7229 - fax: 708-534-4865

FEDERAL SIGNAL
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Contact Name: Justin Scantlin
Customer: Bentonville
Address: 800 SW A St
City: Bentonville **State:** AR **Zip:** 72712
Country: USA
Office Phone: 479-271-3151 **Mobile Phone:** 479-685-1096
E-mail: Jscantlin@bentonvillear.com

Quotation No.: ANS 30221132721
Reference quote no. on your order

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

March 2, 2021

ted By: _____
Signature:

_____
Title:

ECS Mobile Alerting Systems LLC

Safety First

W971 County Rd CE Kaukauna, WI 54130
www.emergencycommunicationsystems-ecs.com
Phone: (920) 585-4001
Email: Bill@Siren-Service.com

ECS-5 Rapid Deployment Trailer™

Purchase Agreement

This Purchase Agreement for (ECS-5 Rapid Deployment Trailer™) is effective based on the following credentials.

Purchase Order Number:

This Purchase Agreement is effective on Tuesday, March 2, 2021.

Purchase Agreement Parties

BETWEEN: **ECS Mobile Alerting Systems LLC** (the "Seller")
Address: W971 County Rd CE Kaukauna, WI 54130
Phone: (920) 585-4001
Email: Bill@Siren-Service.com

AND: **Bentonville Fire Department** (the "Buyer")
Address: 800 SW A St, Bentonville, AR 72712
Phone: 479-271-3151
Email: Jscantlin@Bentonvillear.com

Equipment & Accessories Purchased

Equipment	ID Number	Description	Price
ECS-5 Rapid Deployment Trailer™	TBD	Mobile Mass Notification Base Model Trailer	$64,275
Federal Signal Corporation Equipment		**Sold by regional Federal Signal Representative** -Siren Module and Controls -Antenna -Solar Panel -Strobe Emergency Lights	Quote attached

Product Warranty & ECS Mobile Alerting Systems LLC Liability Insurance Policy:

- All products/equipment manufactured and sold by **ECS Mobile Alerting Systems LLC** carry a 1-year limited warranty; reference **ECS Product Warranty** for more information.
- All products/equipment manufactured and sold by **ECS Mobile Alerting Systems LLC** are protected under a 1-year liability insurance policy.

Delivery/Pick-Up & Setup/Operating Instructions

The buyer may choose to have items listed above delivered by or picked up at the **ECS Mobile Alerting Systems LLC** (the "Seller") manufacturing facility. Delivery of items listed above will constitute a delivery cost based on distance from manufacturing facility.

*CHECK AND FILL OUT THE SELECTED DELIVERY/PICK-UP OPTION CHOSEN

Seller Delivery Option:

Items listed above will be delivered by **ECS Mobile Alerting Systems LLC** (the "Seller") by the following date: _____, given manufacturing date goals are met and inclement weather does not delay the safe delivery of equipment. The date listed is non-binding or guaranteed, but rather an estimated goal for both parties.

Items listed above will be delivered by **ECS Mobile Alerting Systems LLC** (the "Seller") to the following address: _____.
The Buyer may designate this location, the Seller will choose to confirm and agree to this location as setup and operating instructions will need to be performed.

Buyer Pick-Up Option: ☐

Items listed above will be picked up by the buyer at **ECS Mobile Alerting Systems LLC** (the "Seller") manufacturing facility by the following date: _____, given manufacturing date goals are met and inclement weather does not delay the safe pick-up of equipment. The date listed is non-binding or guaranteed, but rather an estimated goal for both parties.

Items listed above will be picked up by the buyer at **ECS Mobile Alerting Systems LLC** (the "Seller") manufacturing facility at the following address: *W971 County Rd CE Kaukauna, WI 54130 United States*

*Setup and operating instructions are required upon seller delivery or buyer pick-up. Location must be suitable for setup and operating instructions to be conducted. Setup and operating instructions are provided by **ECS Mobile Alerting Systems LLC** (the "Seller") and are conducted by trained personnel at no cost.*

Payment

Per this contract, the Buyer agrees to pay **ECS Mobile Alerting Systems LLC** (the "Seller") the following amount per payment terms:

Payment Method: Payments may be made in the following methods: Cash, Certified Check, Credit Card.
Credit Card Terms: Credit Card Processing Fee of 3% will be added
Payment Terms: 50% PIA (Payment in Advance): 50% of total payment due upon purchase agreement signage and start of manufacturing of equipment being purchased.
Payment Terms: 50% POD (Payment on Delivery): 50% of total payment (REMAINING BALANCE) due upon delivery of equipment.

Equipment Price Total: $ 64,275

Delivery Cost (if applicable): $ 2,000

Sales Tax (per state of licensing): $ 6,296.13

Total Amount: $ 72,571.13

Amount of First Payment: $ 32,137.50

Amount of Second Payment: $ 40,433.63

Billing Address

An asterisk (*) indicates a required field

***Name:**	City of Bentonville
Company:	
***Address:**	1000 SW 14th Street
***City:**	Bentonville
***State:**	Arkansas
***Postal Code:**	72712
***Phone:**	479-271-3115

Terms & Conditions

*If this Purchase Agreement is not signed by the buyer and returned to **ECS Mobile Alerting Systems LLC** (the "Seller") within 60 days of original formation date it is no longer valid and a new Purchase Agreement between both parties will need to be created. **ECS Mobile Alerting Systems LLC** has the right to designate the original formation date based on contact with the buyer.*

I, _____ (the "Buyer"), hereby confirm the purchase of the equipment listed on this purchase agreement.

ECS Mobile Alerting Systems LLC (the "Seller") hereby confirms the sale of the equipment listed on this purchase agreement.

I, _____ (the "Buyer"), agree to pay **ECS Mobile Alerting Systems LLC** (the "Seller") the payment amounts and by the corresponding dates listed on this purchase agreement.

By signing below, both parties agree to the terms and conditions listed within this purchase agreement.

_____ _____

Signature of (the "Buyer") **Date**

[redacted] 3-2-21

Signature of (the "Seller") **Date**

Agenda Item Form

Date of City Council Meeting	**3/30/2021**
Department	**Public Works Maintenance**
Submitted by	**Bart Mahony**
Phone	**479-271-5945**

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 IFB-21-04 to Empire Group for the bi-weekly mowing of state highway right-of-ways within the City of Bentonville city limits with an amount not to exceed $165,000. This is a 2021 budgeted item. This agreement may be extended up to 3 years upon mutual agreement of both parties and Council allocating funds.

Estimated Cost	**$165,000.00**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

M E M O

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN

FROM: BART MAHONY - PUBLIC WORKS MAINTENANCE MANAGER

SUBJECT: BID AWARD TO EMPIRE GROUP FOR RIGHT OF WAY MOWING

DATE: 3/10/2021

CC: MIKE BENDER

Staff recommends City Council award Bid No. IFB-21-04 to Empire Group for removal and disposal of litter and mowing and trimming of state highway right-of-ways within the City of Bentonville city limits with an amount not to exceed $165,000. The city received two bids with Empire Group being the lowest responsible bid. Bids are based on a cycle cost, which includes 13 cycles of mowing/trimming, litter collection/disposal, and 2 edging cycles.

The attached bid specifications include maps of locations covered by this bid.
In general, these locations are at the I-49 interchanges, Walton Blvd, Hwy 12, Hwy 102 and Hwy 112 from Hwy 12 south.

This is a 2021 budgeted contract that will allow city staff to focus personnel and resources more efficiently keeping the departments head count and fleet levels firm.

This contract may be renewed annually up to three consecutive years upon mutual agreement of both parties and Council allocating the funds.

We have worked with Empire Group on other mowing contracts with excellent results.

Thank you for your consideration of this request.

CITY OF BENTONVILLE

BID OPENING TABULATION SHEET

IFB-21-04-REMOVAL & DISPOSAL OF LITTER AND MOWING & TRIMMING OF STATE HIGHWAY RIGHT-OF-WAYS

TUESDAY, MARCH 2, 2021 AT 1:30 P.M.

BIDDER NAME	Attended Mandatory Pre-Bid	BID BOND	Addenda Acknowledged (1)	Addenda Acknowledged (2)	TOTAL BID PRICE
Luttrell Enterprises	X	*Bid Rejected*			
Empire Property Management Group	X	X	X	X	$18,439.39

TABLE A - BID PRICING SHEET

IFB-21-04-Removal and Disposal of Litter, Mowing and Trimming, Edging of State Highway Rights-of-Way Within Bentonville City Limits

*Linear Feet is for one side, in one direction. Edging may require 3 passes on one side for curb and both sides of sidewalk.

**Acreage for linear mowing areas is linear feet x 15' width. Sidewalks, trails, drives, etc. have not been subtracted.

							LITTER REMOVAL		MOWING & TRIMMING		EDGING	
ID	Street Name	Side	Starting Point	End Point	Linear Feet*	Acreage**	Per Per Acre (B) 18.00	Extended Price (B*A)	Price Per Acre (C) 75.00	Extended Price (C*A)	Price Per Linear Foot (D) .05	Extended Price (D*A)
1	SW 14th St.-SE 14th St. (Hwy 102)	South	Greenhouse Road	W Bekaert Dr.	24,800	8.5		153.00		637.50		1240.00
		North	SW Hugh Tater Black Memorial	Water Tower Rd.	26,200	9		162.00		675.00		1310.00
2	SW Regional Airport Blvd. (Hwy 12)	South	SW Gemstone	SE Walton Blvd.	15,300	5.3		95.40		397.50		765.00
		North	SW Wheatgrass	SE Walton Blvd.	14,800	5.1		91.80		382.50		740.00
3	SW Rainbow Lane	West	S Walton Blvd.	SW Regional Airport Blvd. (Hwy 12)	600	0.2		3.60		15.00		30.00
		East	S Walton Blvd.	SW Regional Airport Blvd. (Hwy 12)	600	0.2		3.60		15.00		30.00
4	S Walton Blvd.-SE Walton Blvd.	East-North	W Central Ave (Hwy 72)	I-49	22,000	7.6		136.80		570.00		1100.00
		West-South	W Central Ave (Hwy 72)	I-49	22,000	7.6		136.80		570.00		1100.00
		mowing includes undeveloped/vacant properties only and all drainage ditches										
5	N Walton Blvd.	West	W Central Ave. (Hwy 72)	NW 15th St.	6,300	2.2		39.60		165.00		315.00
		East	W Central Ave. (Hwy 72)	NW 15th St.	6,300	2.2		39.60		165.00		315.00
6	SW I Street (Hwy 112)	West	SW Regional Airport Blvd. (Hwy 12)	South End of Sidewalk	2,750	0.95		17.10		71.25		137.50
		East	SW Regional Airport Blvd. (Hwy 12)	South End of Sidewalk	2,100	0.72		12.96		54.00		105.00
7	N Water Tower Road	West	E Battlefield	Cul-De-Sac	0	0.5		9.00		37.50		—
		East	E Battlefield	Cul-De-Sac	0	0.5		9.00		37.50		—
8	SE 28th Street & I-49	North & South	Slopes on West Side of Bridge		0	1		18.00		75.00		—
9	E Battlefield Blvd. & I-49	All Except Median			0	2		36.00		150.00		—
		See Appendix A										
10	SE Walton Blvd. & I-49 Interchange	All Except Median			0	12		216.00		900.00		—
		See Appendix A										
11	SE 14th St. (Hwy 102) & I-49 Interchange	All Except Median			0	12		216.00		900.00		—
		See Appendix A										
12	East Central Ave. (Hwy 72) & I-49 Interchange	All Except Median			0	27		486.00		2025.00		—
		See Appendix A										
13	SW 41st St.	South	SW I St.	SW H St.	300	0.1		1.80		7.50		15.00
		North	SW I St.	SW H St.	315	0.11		1.98		8.25		15.75
14	N Walton Blvd.	West	NW 15th St.	I-49 Interchange	9,000	3.1		55.80		232.50		450.00
		East	NW 15th St.	I-49 Interchange	9,000	3.1		55.80		232.50		450.00
				Total Acreage/Linear Feet:	162,365	110.98		Litter Removal		Mowing & Trimming		Edging
							TOTAL (1):	1497.64	TOTAL (2):	8323.50	Total (3):	8118.75

TOTAL BID PRICE	(The Sum of Totals 1	
Litter Removal, 2-Mowing & Trimming, 3-Edging)	(Used for bid comparison purposes only)	$18,439.39

CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING 1000 SW 14TH STREET BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: February 7, 2021

NOTICE TO BIDDERS

REMOVAL AND DISPOSAL OF LITTER AND MOWING AND TRIMMING OF STATE HIGHWAY RIGHT-OF-WAYS

Invitation For Bid (IFB)-21-04

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, experienced, capable, applicably licensed entities with the necessary equipment to perform the services for removal and disposal of litter and mowing and trimming of State Highway Right-of-Ways (ROW) within the City of Bentonville city limits, in accordance with the specifications contained in the IFB-21-04 bidding documents and in accordance with Arkansas Department of Transportation (ARDOT) specifications for removal and disposal of litter and mowing and trimming highway ROW for divided and non-divided highways. The awarded Contract will be for a one (1) year term, for 2021 services, and shall be renewable annually upon mutual written agreement for a total maximum term of three (3) years.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of $500.00, payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond.

The City reserves the right to reject any or all bids and to waive informalities.

There will be a Mandatory Pre-Bid Meeting (in-person) held on Wednesday, February 17, 2021 at 9:00am CST at the Bentonville Municipal Complex, in the 2nd Floor Transportation Conference Room, located at 3200 SW Municipal Drive Bentonville, AR 72712.

During the Mandatory-Pre-Bid Meeting, Mandatory Ride-A-Long appointments will be scheduled according to City and Bidder schedule availability for Wednesday, February 17 (after the Mandatory-Pre-Bid Meeting), Thursday, February 18, and Friday, February 19. The Ride-A-Longs will consist of riding with a City of Bentonville employee to view the Right-of-Ways included in the Scope of Work.

Attendance to the Mandatory Pre-Bid Meeting and a Mandatory Ride-A-Longs are required to be eligible to submit a bid to IFB-21-04.

All attendees to the Mandatory Pre-Bid Meeting and Mandatory Ride-A-Long must wear a face mask at all times while inside City buildings, while around attendees and City staff and while in vehicles during Ride-A-Longs and observe social distancing protocols during all of these meetings. Bidders shall not allow a company representative to attend the meetings who is experiencing any COVID-19 symptoms or who is known to have been in contact with a person known to have tested positive for COVID-19 within fourteen (14) days prior to the meetings (Bidders shall send an alternate representative).

Questions shall not be permitted during the Ride-A-Long appointments. Any questions Bidders have during the Ride-A-Longs should be noted by the Bidder and submitted via written communication only to purchasing@bentonvillear.com.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, from the Purchasing Office located at the address below, or by downloading the documents from the City's website by visiting http://bentonvillear.com/211/Purchasing and selecting 'Review Open Bids'. Bidders who wish to deliver a bid submission prior to the bid opening date/time may do so by delivering the bid submission to the Purchasing Office located on the 2nd floor of the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712. Bidders may also choose to deliver their bid submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time. Interested parties should note that the Purchasing Office will be available by appointment only February 8 through February 16, 2021 due to relocation events taking place; appointments may be scheduled by calling (479) 271-3115 or by emailing purchasing@bentonvillear.com.

There will be a Public Bid Opening for IFB-21-04 held at 1:30pm on Tuesday, March 2, 2021; the bid opening will be held at the City of Bentonville Administrative Services Building in Room A103 on the 1st floor, located at 1000 SW 14th Street Bentonville, AR 72712. All bid submissions must be received by Purchasing prior to the Public Bid Opening time. Late submissions, submissions which do not contain the required Bid Guarantee, unsigned bid submissions, or submissions received from entities which did not attend the Mandatory Pre-Bid Meeting and Mandatory Ride-A-Long will be rejected, without exception.

Interested parties may contact the Purchasing Office with any questions regarding submission details for this solicitation by calling (479) 271-3115 or by emailing purchasing@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
ADMINISTRATIVE SERVICES OFFICE – 1000 SW 14TH ST. BENTONVILLE, AR 72712
(479) 271-3115 – purchasing@bentonvillear.com
Bidders: Note Address Changes

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-04	**Date of Issuance:**	February 7, 2021
Description:	Removal and Disposal of Litter, Mowing and Trimming, Edging of State Highway Rights-of-Way		
Requesting Department:	CITY OF BENTONVILLE PUBLIC WORKS MAINTENANCE DEPARTMENT		
Pre-Bid Meeting Information:	MANDATORY PRE-BID MEETING ON FEBRUARY 17, 2021 AT 9:00AM – 3200 SW MUNICIPAL DR. BENTONVILLE, AR 72712 (2ND FLOOR TRANSPORTATION CONFERENCE ROOM) MANDATORY RIDE-A-LONG APPOINTMENTS SCHEDULED DURING PRE-BID MEETING (FOR 2/17,2/18,2/19) *SEE DETAILS/INFORMATION IN THIS IFB DOCUMENT*		
Bid Bond Requirement:	$500.00 Bid Guarantee Required in Bid Submission		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**MARCH 2, 2021 AT 1:30 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Temporary Bid Opening Room – 1st Floor – Room A103 (located directly to the left when entering the building) 1000 SW A Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712 ***Between February 8, 2021 and February 15, 2021, all hand-delivered bid submissions require an appointment for delivery. Please contact the Purchasing Office to make an appointment***
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 & Phone Number 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 correctly and to the designated location prior to the bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarification:	FEBRUARY 24 – 4:30 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
ADMINISTRATIVE SERVICES OFFICE – 1000 SW 14TH ST. BENTONVILLE, AR 72712
(479) 271-3115 – purchasing@bentonvillear.com
Bidders: Note Address Changes

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: Empire Group Property Management Phone Number: 479-601-7436

Business Address (Full Street/City/State/Zip): 12 W. Dickson St, Ste. 1667, Fayetteville, AR 72701

Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): Y Yes __No

Name of Contact Person: Dan Bush Email: danbush@empirelawns.com

Signature of Authorized Person: [redacted] Date: 3/1/21

Printed or Typed Name: Dan Bush Title: President

Arkansas Contractors License Number: _____ (Not required unless specified)

Sales or Use Tax ID Number: 71-0843355

Bid Bond Included: X Yes ___No (only required if specified in this IFB Document)

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
ADMINISTRATIVE SERVICES OFFICE – 1000 SW 14TH ST. BENTONVILLE, AR 72712
(479) 271-3115 – purchasing@bentonvillear.com
Bidders: Note Address Changes

!IMPORTANT! THE PURCHASING OFFICE HAS MOVED!

The City of Bentonville Purchasing Office has moved to:

City of Bentonville
Administrative Services Building
1000 SW 14th Street
Bentonville, AR 72712

The Purchasing Office will be receiving visitors and hand-delivered bid submissions BY APPOINTMENT ONLY until February 16, 2021 at 8:00am due to relocation events taking place between February 8, 2021 and February 15, 2021. Normal operations will resume at 1000 SW 14th Street at 8:00am February 16, 2021.

To set an appointment to meet with the Purchasing Office or to deliver a bid submission please call (479) 271-3115, email purchasing@bentonvillear.com, or contact the Purchasing Manager by emailing gshoemake@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
ADMINISTRATIVE SERVICES OFFICE – 1000 SW 14TH ST. BENTONVILLE, AR 72712
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Bidders: Note Address Changes

INTENT

The intent of this Invitation for Bid is for the removal and disposal of litter and mowing and trimming of State Highway Rights-of-Way(ROW) within the City of Bentonville city limits, in accordance with the specifications of this Invitation for Bid(IFB) Document, including all attached appendices, and in accordance with Arkansas Department of Transportation (ARDOT) specifications for removal and disposal of litter and mowing and trimming highway ROW for divided and non-divided highways. In the event that the specifications contained herein and the ARDOT specifications disagree or differ, the most stringent specifications shall govern.
The awarded Bidder will be required to sign a binding contract for a one (1) year term, renewable annually upon mutual written agreement for a total maximum term of three (3) years.

REQUIRED RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

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

- IFB document, all response fields complete.
- $500.00 Bid Guarantee: As defined in the 'BID GUARANTEE' section of this Invitation for Bid.
- Proof of insurance or the ability to obtain the required insurance.
- Table A-Pricing Sheet

All pricing must be entered on Table A- Pricing Sheet ("no bid" is an acceptable entry). Bidders shall use only the City's document supplied herein in submitting their bid/pricing to the City.

APPENDICES: Appendix A: 2021 ROW Contract Pictures

BID GUARANTEE

All bids must be accompanied by a bid guarantee in the form of a bid bond, certified check, or cashier's check in the amount of **five hundred dollars ($500.00)**, payable without condition to the City of Bentonville. Personal checks and company checks are NOT acceptable as a bid guarantee.

Bids received that do not include a bid guarantee, as specified in this Invitation for Bid, will be rejected without exception.

CONTRACT TERM:

The term for the awarded contract will be one (1) year, renewable annually upon mutual written agreement for a total maximum term of three (3) years.

MANDATORY PRE-BID MEETING & RIDE-A-LONGS

There will be a Mandatory Pre-Bid Meeting (in-person) held on Wednesday, February 17, 2021 at 9:00am CST at the Bentonville Municipal Complex, in the 2nd Floor Transportation Conference Room, located at 3200 SW Municipal Drive Bentonville, AR 72712.

During the Mandatory-Pre-Bid Meeting, Mandatory Ride-A-Long appointments will be scheduled according to City and Bidder schedule availability for Wednesday, February 17 (after the Mandatory-Pre-Bid Meeting), Thursday, February 18, and Friday, February 19. The Ride-A-Longs will consist of riding with a City of Bentonville employee to view the Right-of-Ways included in the Scope of Work.

Attendance to the Mandatory Pre-Bid Meeting and a Mandatory Ride-A-Longs are required to be eligible to submit a bid to IFB-21-04. (Continued on Following Page)

MANDATORY PRE-BID MEETING & RIDE-A-LONGS (CONT.)

COVID-19 Precautions:

All attendees to the Mandatory Pre-Bid Meeting and Mandatory Ride-A-Long must wear a face mask at all times while inside City buildings, while around attendees and City staff and while in vehicles during Ride-A-Longs and observe social distancing protocols during all of these meetings. Bidders shall not allow a company representative to attend the meetings who is experiencing any COVID-19 symptoms or who is known to have been in contact with a person known to have tested positive for COVID-19 within fourteen (14) days prior to the meetings (Bidders shall send an alternate representative).

Questions shall not be permitted during the Ride-A-Long appointments. Any questions Bidders have during the Ride-A-Longs should be noted by the Bidder and submitted via written communication only to purchasing@bentonvillear.com.

PERFORMANCE & PAYMENT BOND

The awarded bidder shall furnish performance a Performance and Payment Bond in the amount of $1,000.00 after the Notice of Award is issued and upon the time of signing the binding contract, as security for the faithful performance and payment of all of the awarded bidder's obligations under this Invitation for Bid and the awarded binding contract. These bonds shall remain in effect for the duration of the Contract Term, including the initial term and any renewal year.

BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.

SCOPE OF WORK

General: This work shall consist of removal and disposal of litter and the mowing and trimming of the highway rights-of-ways within the City of Bentonville City limits for vegetation control. The Contractor shall provide all labor, equipment, and materials to accomplish the work described herein, including the removal and disposal of litter and the mowing and trimming for one growing season (and growing seasons in renewal years) of the designated areas in accordance with these specifications and as directed by the City of Bentonville (City). The primary contact for the City will be the Public Works Maintenance Manager or their authorized representative. A mowing cycle shall be the removal and disposal of litter and one complete mowing and trimming of the areas designated in **Table A** included at the end of these specifications. In addition, all sidewalks, trails, and curb and gutters within the areas identified for litter removal and mowing shall be edged two times during the growing season in conjunction with a mowing cycle.

Since work will take place within Arkansas Department of Transportation (ARDOT) right-of-way, the Contractor must meet current ARDOT specifications for such work. If ARDOT specifications conflict with the specifications included in this document, the most stringent specification shall govern.

Project Scope:

Project Location: The project generally follows the areas listed below

1. SW 14th Street – SE 14th Street (Hwy 102) from western city limit to eastern city limit.
2. SW Regional Airport Blvd. (Hwy 12) from SE Walton Blvd to Shell Road.
3. SW Rainbow Lane from S. Walton Blvd to SW Regional Airport Blvd. (Hwy 12).
4. S. Walton Blvd. – SE Walton Blvd. from W. Central Ave. to I-49.
5. N. Walton Blvd. from W. Central to NW 15th Street.
6. SW I Street (Hwy 112) from SW Regional Airport Blvd. to approximately 1,000 ft. south of SW 41st Street.
7. N. Water Tower Road from E. Battlefield north to end of road.
8. SE 28th Street and I-49 Interchange – slopes west of I-49 from road to toe of slopes.
9. E. Battlefield Blvd and I-49 – slopes adjacent to overpass.
10. SE Walton Blvd and I-49 Interchange all areas except median.
11. SE 14th Street (Hwy 102) and I-49 Interchange all areas except median.
12. E. Central Ave. (Hwy 72) and I-49 Interchange all areas except median.
13. N. Walton Blvd. – NW 15th St. to I-49 Interchange
14. SW 41st Street – SW I St. to SW H St.

Actual acreage may vary with each cycle dependent on construction activities, weather conditions, and specific site conditions within mowing areas, etc. Any change in mowing area will be agreed to in writing between parties prior to the adjusted mowing cycle.

The route(s) along which work is to be performed are presented in the attached Table A and associated exhibits. Generally, mowings shall consist of a swath fifteen (15) feet wide extending from the outside edge of the outermost paved street surface or back of curb to the right-of-way, or non-mowable area, permanent structure or obstruction, well established vegetation line or minimum of 5 feet beyond a sidewalk or trail.

SCOPE OF WORK (CONT)

Mowing widths will vary as necessary to accommodate the good neighbor policy of matching, as much as practical, vegetation height in the right-of-way to that on private properties immediately adjacent to rights-of-way. In addition, mowing widths will vary to accommodate fences, obstructions, drainage infrastructure, utilities, etc. All drainage within the right-of-way shall be mowed with each cycle unless indicated otherwise. Intersections will be mowed for sight distance on each mowing cycle. At a minimum, mowing shall extend to the end of radius on intersecting streets up to 50 feet away from main corridor. The mowing acreage for these areas will be reflected in the mowing widths shown in the attached Table A.

Exceptions, which are not to be mowed, may be designated by the City to accommodate construction projects, wildflower blooms, lack of growth, etc. The acreage for not mowing these areas will be deducted from the totals for payment. Additionally, the City may reduce mowing areas if growing conditions render a mowing unnecessary. If areas are designated to not be mowed or mowing is reduced, removal and disposal of litter may still be performed in those areas as determined by the City.

Equipment: The equipment to be used on this contract shall be in good working condition and suitable for safely mowing the rights-of-ways of the highway and for performing the work required under this contract. Any equipment determined by the City to be a hazard to the general public, highway users or unsuitable for operation on the highway right-of-way shall not be used in the work. Sufficient equipment and accessory items for efficient operation and completion of the cycle within the specified time period shall be provided. All rotary type mowers shall be equipped with skirt guards to restrict foreign objects from being thrown out of the cutting unit enclosures. Tractors shall be equipped to conform to prevailing Federal and State health and safety regulations and standards, including flashing amber lights and slow moving equipment emblems.

The use of batwing mowers shall be limited to areas of sufficient width to allow the operation of all sections of the mowers in the down position at all times. Where the width is restricted or narrow because of the location of signs or other obstructions, the use of batwing mowers is prohibited. Mowers shall not be operated with a portion of the mower deck extended into the driving lane. When a mower of any type is being moved from one site to another under its own power with the mower unit raised, the PTO shaft for the mower unit shall be disengaged.

Edging equipment shall be specifically made for pavement/walk edging. String weed eaters will not be acceptable for the two specific edging cycles. Weed eaters may be used as part of the mowing cycle and general trimming cycles.

All vehicles used on the project for litter pickup shall be equipped with at least one operational 6-inch diameter flashing amber light, visible from all directions. Any litter not bagged or subject to being blown from the vehicle shall be covered.

Removal and Disposal of Litter: Prior to each mowing cycle, the areas to be mowed shall be cleaned of litter and hazardous objects that might be thrown by the mowers. For the purpose of this contract, litter is defined as trash, garbage, debris and refuse of the following type: paper, plastic, bottles, cans, wood, tires, tire parts, metal scraps/products, etc. In addition, all litter revealed by the mowing operation, shall be picked up within

SCOPE OF WORK (CONT)

48 hours. Litter adjacent to mowing areas shall be collected as a good neighbor policy as this will also prevent litter from migrating to mowing areas. Any litter placed in bags before or after mowing shall be removed from the right-of-way within 24 hours of bagging. Failure to remove litter in a timely manner, as stated above, may result in the City removing litter with City forces. Any costs the City incurs for litter removal as described will be deducted from monies due the Contractor. If litter remains beyond the specified time, the City will issue a written notice of noncompliance with the specifications. The Contractor will be in default if three letters are received in a mowing season thus forfeiting the contract.

All litter disposal shall be in accordance with all local, State and Federal regulations and in a permitted landfill or permitted disposal facility.

Mowing Procedures: Representatives of the City and the Contractor shall meet prior to beginning of the first mowing cycle and prior to others if necessary to review the work to be done. After the meeting, the Contractor's primary contact in all matters relating to the work will be the Public Works Maintenance Supervisor. The Public Works Maintenance Supervisor's office telephone number will be provided.

The Contractor shall perform mowing cycles as noted below with the first mowing commencing between April 1 and May 1 (inclusive of those days). Subsequent mowing cycles shall be completed before grass exceeds a height of 8 inches but no more than 21 days after the previous mowing unless agreed to in writing.

Side discharge mowers shall have their discharge chutes in the down position or discharge gates closed if equipped when approaching parking lots or any parked cars.

The Contractor shall begin work on the first mowing cycle within ten (10) working days of issuance of a Notice to Proceed, but no earlier than the specified beginning dates unless specifically approved by the City. The Contractor shall not begin subsequent mowing cycles until receiving approval from the City. Each mowing cycle shall be completed within five (5) working days of commencement of work, in a continuous operation. A mowing cycle is considered complete when all mowing, hand trimming and litter removal are complete to the satisfaction of the City. A mowing cycle also includes removal from streets, walks, trails, and driveways of all grass clippings, dirt and debris generated from mowing and trimming.

The Contractor shall perform two (2) scheduled edging cycles. One completed between April 20 and June 20, and the second to be completed between August 20 and September 20. Litter removal and disposal is not required with an edging cycle; however, all vegetative matter and associated dirt and debris shall be removed and properly disposed.

Before submitting an invoice and before moving mowers off the project or to the next route, the Contractor shall inspect the work for compliance, and then contact the Public Works Maintenance Supervisor for a final inspection. If the inspection is not performed by the Public Works Maintenance Supervisor within two (2) working days, the Contractor is relieved of performing any remedial work in the section not inspected. Saturdays, Sundays, and City holidays are not considered working days. Inspections will not be made on these days and will not count in the two (2) day time limit.

SCOPE OF WORK (CONT)

Time is of the essence in this Contract and it is important that the work be pressed vigorously to completion. Loss will accrue to the public due to delayed completion of the work. The City shall issue a notice of noncompliance with the specifications if undue delays occur. The Contractor will be in default if three noncompliance letters are received for delays and will thus forfeit the remaining contract.

Delays: Rain days are allowed as an extension to the completion date for any day that the contractor, because of excessive rain, is not able to employ 60% of his forces for 60% of the day, or on days he is instructed by the City not to mow because of wet conditions. The Contractor must contact the Public Works Maintenance Supervisor for determination of rain day status.

General Requirements: Mowing shall be performed only during daylight hours and in accordance with the City of Bentonville Noise Ordinance.

For all areas designated to be mowed, the mowed vegetation shall be uniform and 2.5 to 3 inches in height. The Contractor shall mow only those areas that are designated. The Contractor shall mow as close as practicable to all fixed objects and hand trim vegetation around all fixed objects to a 2.5 to 3 inch height. Trimming shall be performed concurrently with and consistent with the pace of the mowing operation.

The Contractor shall conduct his operations in such a manner that he does not damage the existing ground, trees, shrubs, guardrail, signs, utilities, delineators, or any other structures. The Contractor shall not mow in conditions so wet that turf damage or rut damage would occur. In the event damage occurs to City or State property as a result of mowing operations, the Contractor shall replace or repair the damaged areas or items at no cost to the City as directed by the City.

The operator shall straighten delineators and signs that are bent over during mowing at the time that they are damaged. Any cuttings that could restrict drainage flow shall be removed from culvert inlets at the time they are obstructed. If damaged property resulting from the Contractor's operations requires repair or replacement by the City, the cost of such work shall be deducted from monies due the Contractor. Mowing with rotary mowers shall be in such a manner that cuttings and debris are ejected away from the roadway. If debris is thrown or carried onto the paved surface by mowing or trimming operations, the Contractor shall immediately remove the debris from the roadway. If the Contractor fails to immediately remove debris, the City may have the debris removed by City forces and deduct the cost of the work from monies due the Contractor.

Extreme caution and appropriate safety measures shall be taken when it is necessary for the equipment to cross traffic lanes. Mowers shall cross any bridge in the same direction as traffic. An escort shall be provided.

Speeding and/or reckless driving on City sidewalks or in any areas associated with the performance of the work described herein will not be tolerated. This type of driving behavior when performing work for the City is grounds for termination of the Contract.

When equipment is not in use, it shall be parked or stored off the pavement or shoulder of the highway in an inconspicuous location no less than 30 feet from the edge of pavement, or as directed by the City.

SCOPE OF WORK (CONT)

Subcontracting of Job or Any Portion of Job: Should a Contractor choose to sublet a job or portion of a job to another Contractor, the City's approval, in writing, is required prior to any agreement to sublet and prior to any subletting of the work taking place. The Contractor performing the work must have the required proof of liability insurance and workman's compensation insurance on file with the City. Such approved subletting of work does not alter the completion dates specified in the Contract. If Bidders intend to subcontract any portion of the work described herein as a condition of their bid, the subcontracted portion must be identified in their bid submission for the City's review and approval. The City reserves the right to refuse award based on use of a subcontractor, if the City does not deem the use of the subcontractor or the subcontractor identified to be in the City's best interest. The City reserves the right to take such factors as prior performance of work for the City into consideration when determining approval of any subcontractor.

Advance Warning Signs: The Contractor shall furnish portable signs in accordance with the Manual on Uniform Traffic Control Devices to notify the traveling public of mowing, trimming, edging and litter removal operations. The Contractor shall place these signs along the highway during any operation involving litter removal, mowing, trimming or edging and shall remove them immediately after the operation ceases.

The signs used shall be diamond shaped with black letters on an orange, reflective background with a black border. The Contractor's signs shall not be mounted to street signs, permanent traffic signs, ARDOT signs, posts, power poles, or other infrastructure along the roadway.

Whenever mowers are operating, or trimming work is being done, the signs shall be a minimum size of 36" x 36", and the words on the signs shall be MOWERS WORKING AHEAD (W21-8) with a minimum letter size of five (5) inches.

When litter removal only is being done the signs used shall be a minimum size of 36" x 36", and the words on the signs shall be ROAD WORK AHEAD (W20-1) with a minimum letter size of five (5) inches. The Contractor may utilize a truck mounted flashing beacon in lieu of signs.

These signs shall be mounted on the shoulder at the beginning points of the operation for both directions of travel. Signs shall be mounted so that the bottom of the sign is not less than one (1) foot above the pavement edge. Higher mounting heights are desirable. Litter removal, mowing, and trimming operations shall not extend more than one (1) mile beyond the advance warning signs. As operations advance, the warning signs shall be advanced so as to maintain the operations within one (1) mile after the advance warning signs. Additional signs may be used to extend operations.

Advance warning signs will not be measured or paid for separately, but will be considered included in the unit prices bid per acre for Removal and Disposal of Litter and for Mowing and Trimming.

Safety Apparel for Workers: All workers shall be provided with high visibility safety apparel meeting the Performance Class 2 or 3 requirements of ANSI/ISEA 107-2004, "American National Standard for High-Visibility Safety Apparel and Headwear", in accordance with regulations for workers on Federal Aid Highways.

SCOPE OF WORK (CONT)

Failure to wear safety apparel while working on the right-of-way is considered a major safety violation and the contractor will be warned. A second major safety violation will result in suspension of work.

RIGHT TO INSPECT

The City reserves the right to inspect locations where mowing cycles have been completed and to withhold payment for cycles that have not been completed to specifications.

The City reserves the right to inspect any and all equipment to be used by the awarded Bidder prior to beginning services to ensure that the equipment is suitable to perform the services as described herein.

DELIVERY

The City of Bentonville requests that the services begin within ten (10) days from the date the Notice of Award is issued. If this schedule cannot be met, Bidder must specify the date that Bidder is available to begin services. Failure to state a date of availability obligates the Bidder to begin services within the City's requested timeline. Extended service start dates may be considered when in the best interest of the City.

The City estimates recommending award at the March 23,2021 City Council meeting.

Date available to begin services: 3/23/21

EQUIVALENT

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

INSURANCE & LIABILITY

All bids must contain proof that confirms the Bidder maintains the insurance as required herein or a Letter of Intent (LOI) from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the company submitting a bid for requirements herein. Failure to provide such certification in the bid submission may result in void of the bid and forfeiture of Bid Bond.

Contractor Liability: The Contractor must assume full liability (not just the deductible) for hazards to the general public and traffic that might be created by the mowing operation and save harmless the Arkansas Highway Commission and the ARDOT, the City of Bentonville and their employees in all respects.

The Contractor shall procure and maintain at its sole cost and expense, for the life of the Contract, Workman's Compensation Insurance and General Public Liability Insurance providing bodily injury, including death, personal injury, and property damage coverage with a minimum limit of at least $1,000,000 per occurrence and a general aggregate limit of at least $2,000,000. Each policy or its declaration pages shall provide that the policy shall not be materially changed or canceled until the City has been given at least 30 days advance notice in writing. If any policy is canceled during the duration of the work, a satisfactory replacement policy shall be in force, with notice and evidence of insurance to the

INSURANCE & LIABILITY (CONT)

City, prior to the effective date of cancellation of the former policy.

Additionally, failure to furnish written notice, 30 days in advance, of cancellation or change in the policy, during any mowing cycle, will result in the termination of the Contract and the Contractor will be placed in default status.

The Contractor must furnish the City with the name, address, and phone number of the person to be contacted in case of damage to vehicles or other property caused by the Contractor's operations. This information and the Contractor's insurance agent may be provided to claimants who contact the City with an alleged claim.

Public Relations and Contractor's Responsibilities: Work on State highways and City streets may occasionally require contact with the traveling public, adjacent property owners, etc. Contractor shall have a representative on site that can converse with the traveling public, ARDOT and City personnel at all times work is being performed. It is required that such contacts be at all times courteous and professional. Rude, vulgar behavior and language by the Contractor, Contractor's employees and subcontractors toward these individuals and City employees shall not be tolerated and may result in termination of Contract.

QUALIFICATION & PROVISION FOR AWARD

Contractors who are apparent low bidders will be notified and will be required to submit a list of available or planned mowing equipment and personnel for the City to determine if adequate resources are available to complete the Contract within the time periods specified. Equipment resources will be evaluated by the City prior to award. Equipment list shall identify the year, make, model, capacity (HP/cutting width), operating hours, and performance (acres/day).

Contract award will be based on the capacity of the contractor to perform the work within the time periods specified in the Contract. Projects not awarded to the apparent low bidders may be awarded to the next lowest bidder.

DEFAULT AND TERMINATION OF CONTRACT

The City may give written notice of delay, neglect, or default to both the Contractor and the Surety if the Contractor:

Fails to perform work according to these specifications, or

Fails to begin work at the appropriate time within the time period specified, or Fails to perform the work with sufficient resources to assure timely completion, or

Fails to perform the work in accordance with the Contract requirements or neglects or refuses to correct rejected or unacceptable work, or

Discontinues the prosecution of the work, without authority, and/or fails to resume work that has been discontinued within a reasonable time after notice to do so, or

For any other cause whatsoever does not carry on the work in an acceptable manner.

DEFAULT AND TERMINATION OF CONTRACT (CONT)

If a Contractor is defaulted or quits a contract, or has a principal who is also principal of any firm, partnership, or corporation which has defaulted on another Contract, the Contractor, principal or persons previously working with said principal or Contractor will not be allowed to bid on another City mowing project for a period of twelve months.

INDEMNIFICATION

Due to the City statutory tort Immunity, the City does not carry liability insurance for such claims. Accordingly, any contract entered into with the awarded Bidder may not include a clause in which the City agrees that it or its' officials or employees will indemnify the other party.

The awarded Bidder agrees to indemnify the City and hold it harmless against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the service or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

DAMAGES

Any damage occurring to City(public) or private property within the worksite areas, including but not limited to turf damage, shall be corrected at the awarded Bidder's expense.

METHOD OF MEASUREMENT

Quantities for Mowing and Trimming, Edging, and Removal and Disposal of Litter, as shown in the attached Table A, shall be considered as final quantities and no further measurements will be made unless modified by the City, as described above, or upon evidence furnished by the Contractor, substantial variations exist between quantities shown in the attached table and actual quantities. Each mowing cycle will be measured separately. Areas may be reduced or removed for any or all mowing cycles due to construction activities or site conditions. Mowing areas shall be confirmed before starting the mowing cycle to ensure agreement on work and quantities for each cycle.

Removal and Disposal of Litter quantities will be the same quantities in the attached Table A designated for Mowing and Trimming. Removal and Disposal of Litter shall include the removal of litter before each mowing cycle (and after as necessary) within the designated mowing areas and the approved disposal of the litter. Quantities for Removal and Disposal of Litter will be measured separately for each mowing cycle.

Basis of Payment: Work completed and accepted under this item and measured as provided above will be paid for at the Contract unit price bid per acre for Mowing and Trimming, Edging, and Removal and Disposal of Litter which shall be full compensation for mobilization, furnishing all labor, equipment, tools, materials, and incidentals necessary to complete the work. Payments shall be made upon completion of work but no more than twice per month.

METHOD OF MEASUREMENT (CONT)

Payment will be made under:

ITEM	PAY UNIT
Removal and Disposal of Litter:	Per Acre
Mowing and Trimming:	Per Acre
Edging:	Per Linear Foot

PROFESSIONAL CONDUCT AND ATTIRE

The awarded Bidder shall have an established code of uniformity that achieves a cohesive, professional and safe appearance and functionality that portrays credibility, unity and quality of service. The awarded Bidder and any of the awarded Bidder's employees working premises included in the Scope of Work for this IFB or otherwise performing work under the IFB-21-04 awarded Contract is required to display a professional appearance, including grooming, cleanliness, and attire. Uniforms shall be free from holes, tears and excessive staining. Sleeveless shirts, cut shirts, and clothing depicting inappropriate or unprofessional images or verbiage is strictly prohibited while performing work for the City. Failure to adhere to these requirements will be considered a performance failure and may result in termination of the Contract.

RIGHT TO ADD OR REMOVE CYCLES OR LOCATIONS

The City may deem it necessary to remove mowing locations from the Bid Award or during the awarded Contract term at any time, according to what is in the City's best interest and in consideration of the Department's budget for the services. The City reserves the right to add or remove mowing cycles from any location and to remove locations at any time throughout the term of the awarded Contract.

REFERENCES

The City reserves the right to request references and any other information needed from the apparent low bidder(s) for the City to determine the Bidder's eligibility and qualifications for the performance of the work described herein, and to use this information in the evaluation for award of the Contract. The City reserves the right to contact any provided references.

The City reserves the right to use any Bidder's past record of performance with the City in the evaluation for award of the Contract.

INVOICING

Bidder shall provide an invoice to the City's Accounts Payable office monthly upon the conclusion of each month's mowing cycles. All invoices submitted must be pre-approved by the Bentonville Public Works Maintenance Manager or his designated assignee. Payment will be made only for completed mowing cycles, as approved by the Bentonville Public Works Maintenance Manager or his designated assignee.

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

Invoices submitted on time and to the correct address will be paid within 14 days of receipt.

PAYMENT TERMS

☐ Net 30 days ☐ Other: _____

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

__X__ Yes _____No

[This space has been intentionally left blank]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
ADMINISTRATIVE SERVICES OFFICE – 1000 SW 14TH ST. BENTONVILLE, AR 72712
(479) 271-3115 – purchasing@bentonvillear.com
Bidders: Note Address Changes

Contractor/Vendor Disclosure

Company Name: Empire Group Property Management

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

Immediate Relation includes:

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

None

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
ADMINISTRATIVE SERVICES OFFICE – 1000 SW 14TH ST. BENTONVILLE, AR 72712
(479) 271-3115 – purchasing@bentonvillear.com
Bidders: Note Address Changes

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

8. **CONTRACT RENEWAL**: The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES**: Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS**: Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable office, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES**: Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD**: Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

    In the event of two or more identical low bids, 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.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.

20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

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

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

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.

22. **PRICE CHANGES ON CONTRACTS**: If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
    - First to bidder offering firm prices for full contract period; and
    - Second to bidder offering firm prices subject to market price adjustment.

23. **COPYRIGHT OR PATENT RIGHTS**: By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.

24. **CONFLICT OF INTEREST**: The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.

25. **TAXES**: The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.

27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:

    1. Termination for Convenience
       In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

    2. Termination for Cause
       Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

    3. Termination Due to Unavailability of Funds
       When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company

checks are not acceptable The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds $35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**

31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the bidder's offer.

32. **MODIFICATIONS FOR CHANGES**: No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every Friday.

38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

39. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

40. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Office at (479) 271-3115.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
ADMINISTRATIVE SERVICES OFFICE – 1000 SW 14TH ST. BENTONVILLE, AR 72712
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Bidders: Note Address Changes

SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space following specifications. Bidder must also provide additional information where indicated.

SPECIFICATION	BIDDER MUST INDICATE "AS SPECIFIED" BY PLACING AN "X" IN THIS COLUMN.
Bidder shall coordinate all schedules and delays with the City's designated contact.	X
Bidder will use only equipment as specified as is required and or appropriate for the performance of the work described herein and understands the City reserves the right to inspect this equipment prior to award to ensure its suitability for performance of the awarded contract.	X
Bidder will have equipment available for inspection by the City prior to beginning services.	X
Bidder has read and reviewed this entire IFB document and all attached appendices and agrees to provide services as specified herein.	X
Bidder attended Mandatory Pre-Bid Meeting.	X
Bidder attended a Mandatory Ride-A-Long.	X

Detail Notes
(Optional):_____

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IFB-21-04 BID PRICING
(TABLE A-PRICING SHEET IS ON THE FOLLOWING PAGE)

Bid prices shall include all costs to the City, including but not limited to: tax, delivery, labor, equipment, maintenance of equipment, and profit. The City of Bentonville tax rate is 9.5%. All locations are located within the City of Bentonville, Arkansas. The City of Bentonville is NOT tax exempt.

The Bid Award will be made based on the most responsible and lowest Total Bid Price. The Total Bid Price will be the sum of the Totals for Litter Removal, Mowing and Trimming, and Edging, and is intended only for the City's use in the comparison of bids.

The awarded Bidder will only be compensated for completed mowing cycles.

The City reserves the right to withdraw or add any acreage or any linear feet at any time for the locations specified at the Unit Price bid throughout the term of the contract (locations will not be added).

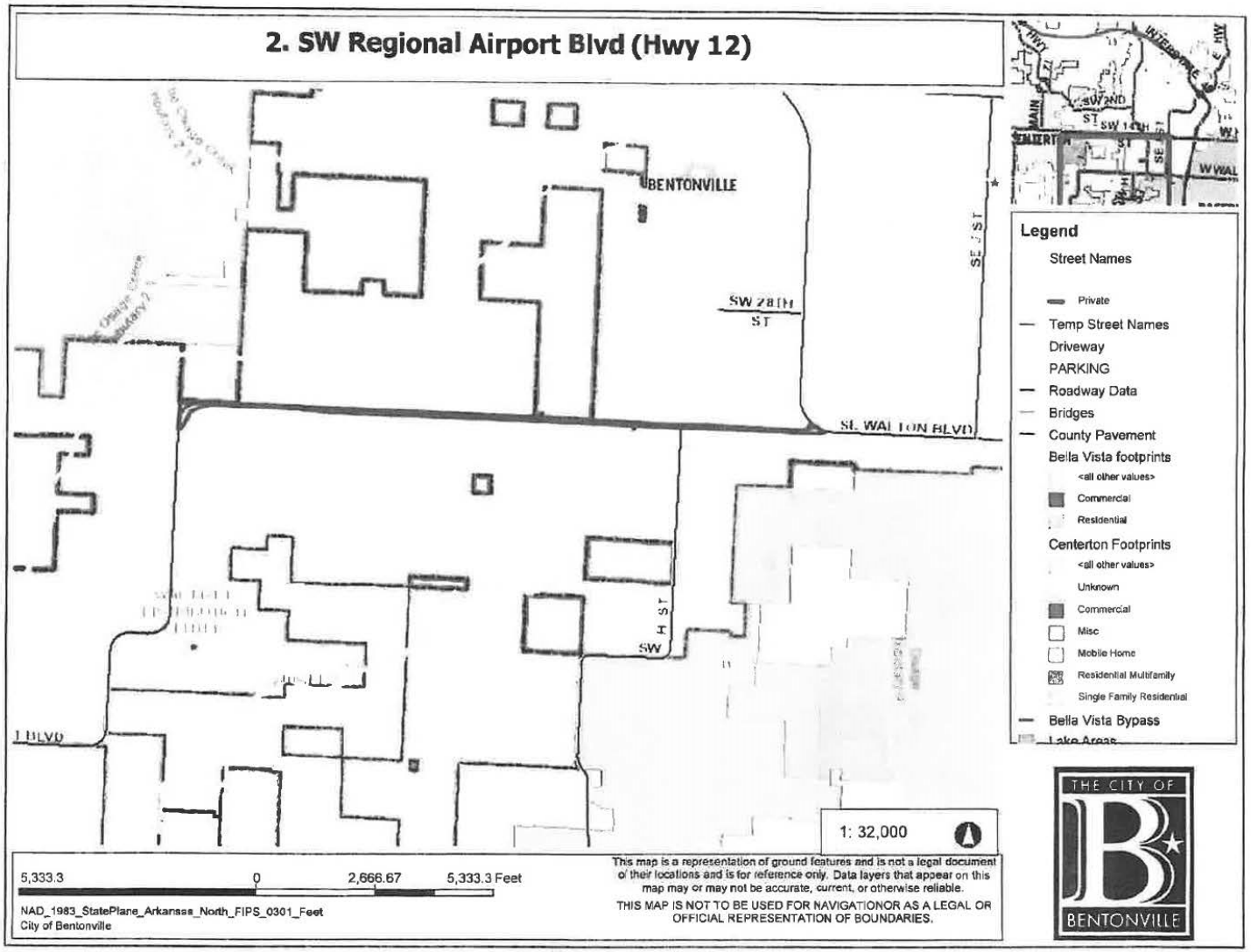
Bidders are responsible for making themselves familiar with the properties where the services are to be performed prior to submitting a bid.

All pricing shall be completed on
TABLE A- PRICING SHEET
(following page)

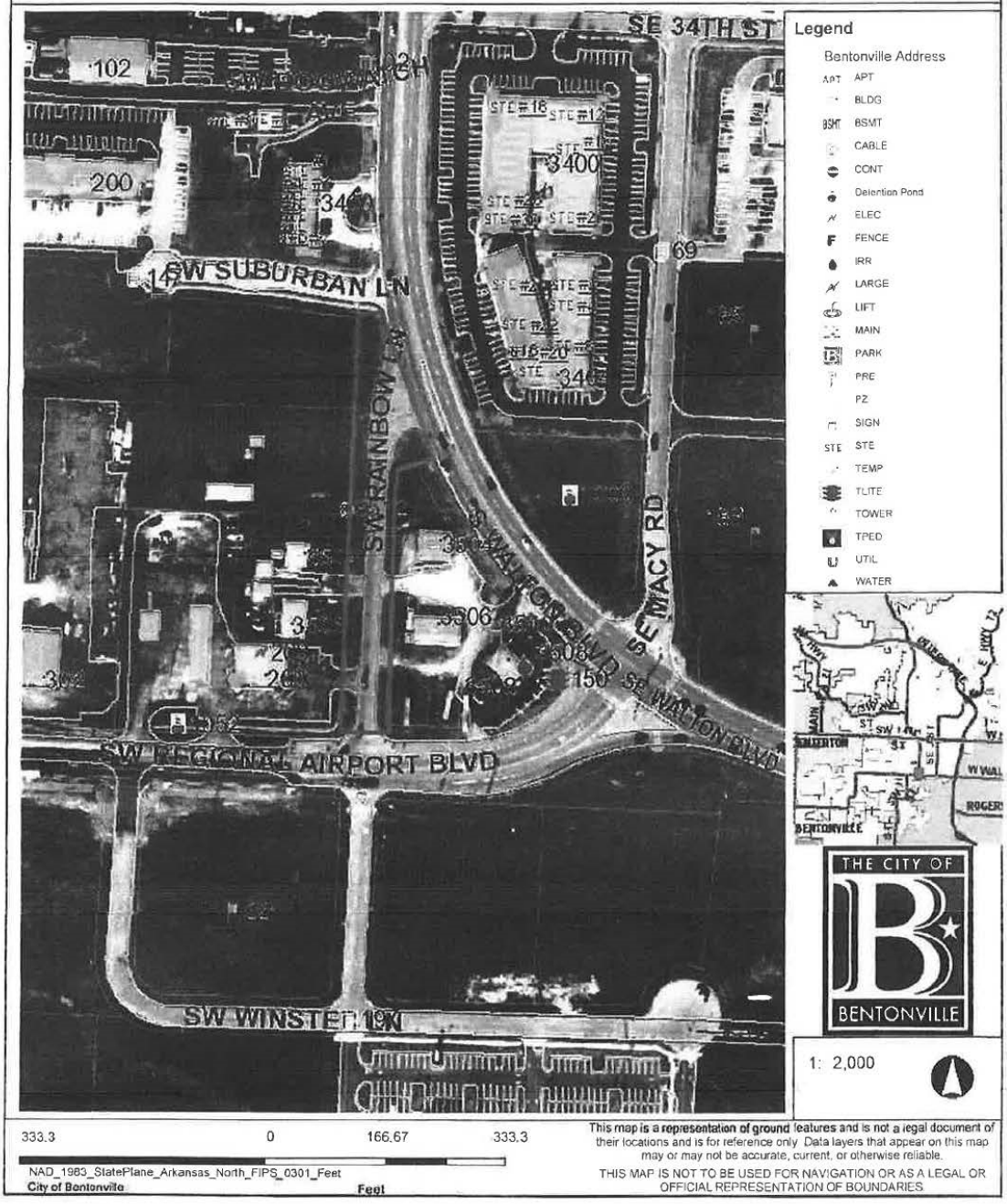
CITY OF BENTONVILLE, ARKANSAS
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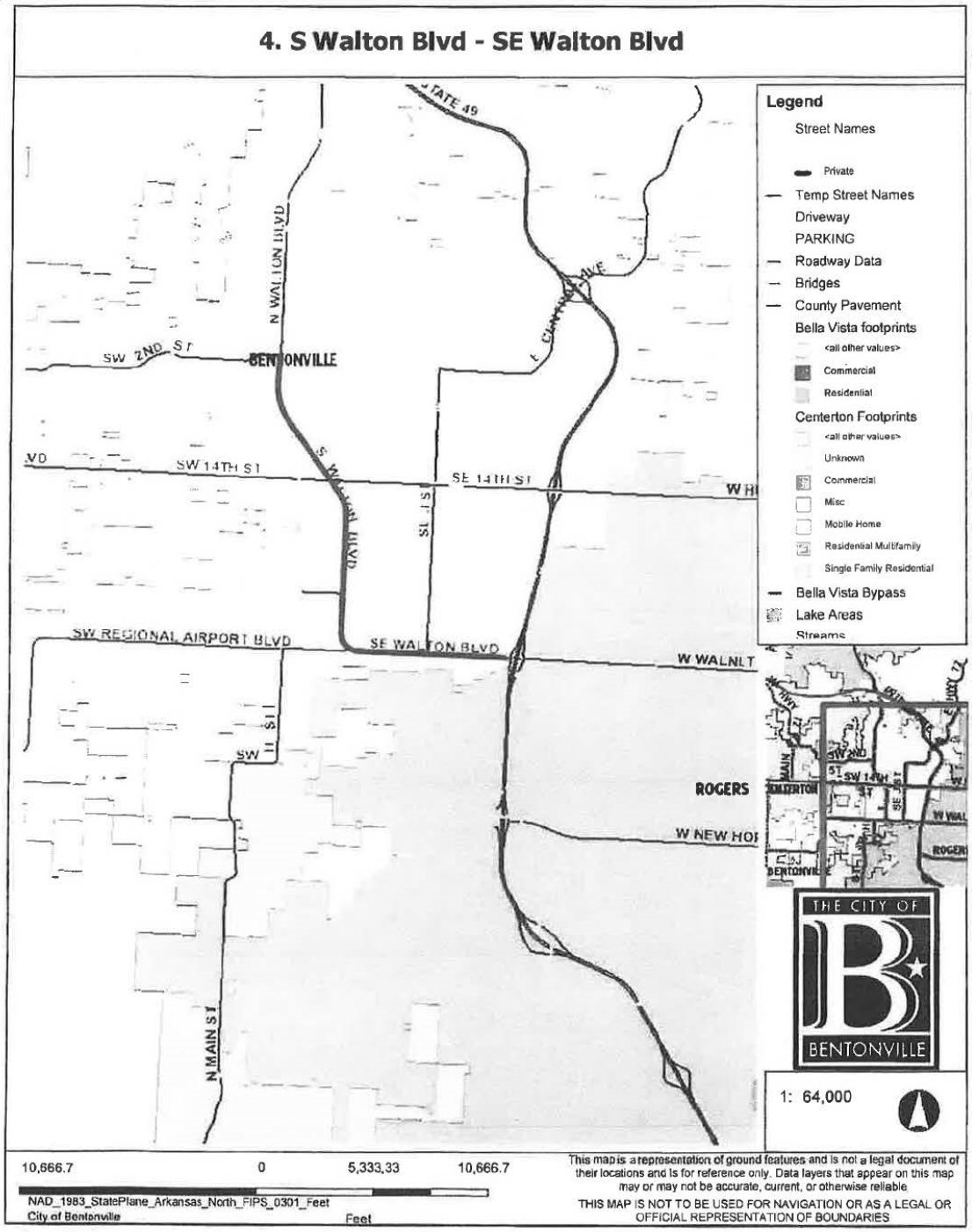
IFB-21-04
APPENDIX A
2021 ROW CONTRACT PICTURES


1. SW 14th Street - SE 14th Street
N MAIN ST
SW 2ND ST
BENTONVILLE
N WALTON BLVD
E CENTERTON BLVD
SW 14TH ST
SE 14TH ST
W HUDSON RD
SW REGIONAL AIRPORT BLVD
SE WALTON BLVD
W WALNUT
ROGERS
1: 64,000
Legend
Street Names
Private
Temp Street Names
Driveway
PARKING
Roadway Data
Bridges
County Pavement
Bella Vista footprints
<all other values>
Commercial
Residential
Centerton Footprints
<all other values>
Unknown
Commercial
Misc
Mobile Home
Residential Multifamily
Single Family Residential
Bella Vista Bypass
10,666.7 0 5,333.33 10,666.7 Feet
NAD_1983_StatePlane_Arkansas_North_FIPS_0301_Feet
City of Bentonville
This map is a representation of ground features and is not a legal document of their locations and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable
THIS MAP IS NOT TO BE USED FOR NAVIGATIONOR AS A LEGAL OR OFFICIAL REPRESENTATION OF BOUNDARIES
THE CITY OF
BENTONVILLE

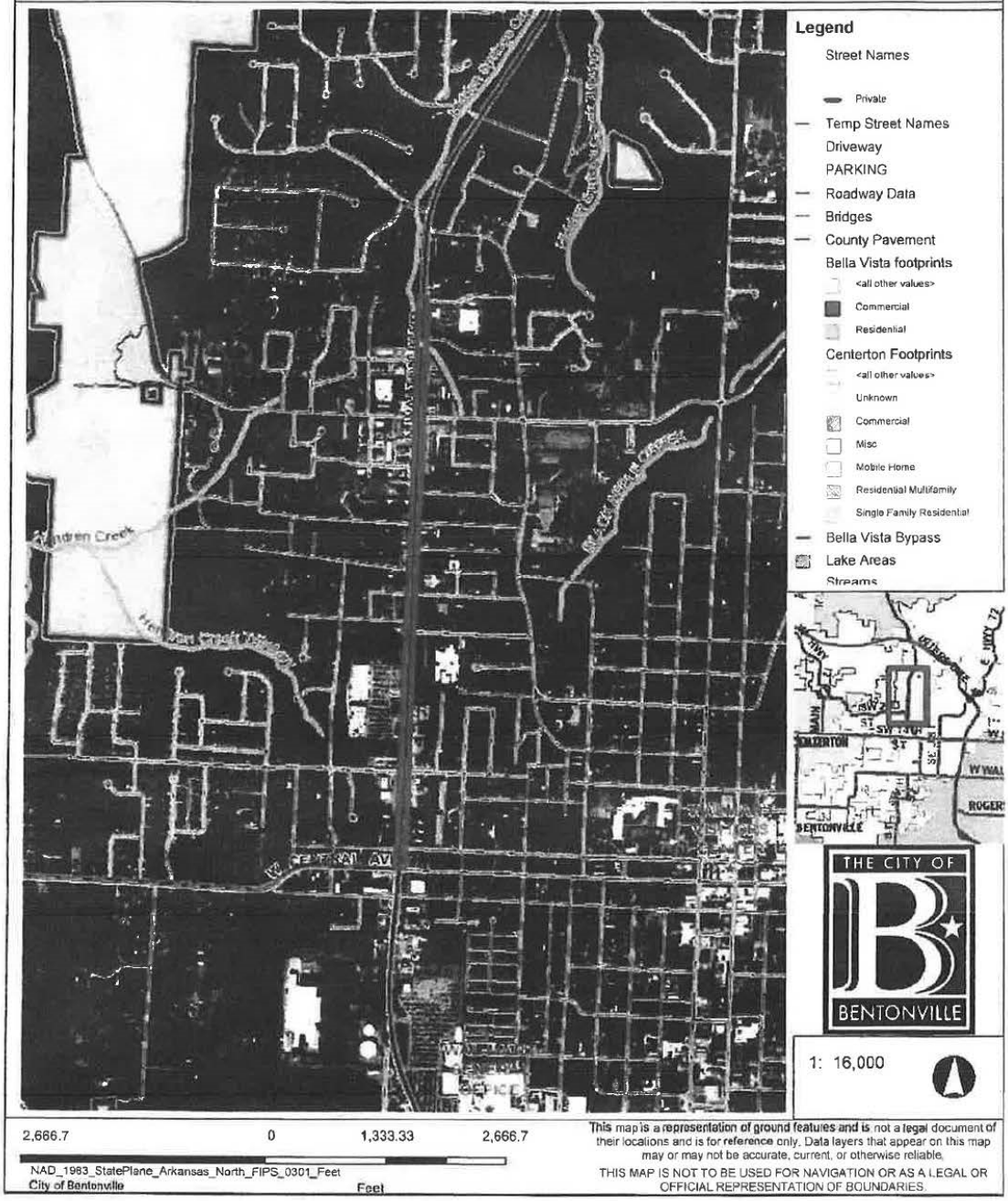

2. SW Regional Airport Blvd (Hwy 12)
BENTONVILLE
SW 28TH ST
SE J ST
SE WALTON BLVD
H ST
SW
I BLVD
Legend
Street Names
Private
Temp Street Names
Driveway
PARKING
Roadway Data
Bridges
County Pavement
Bella Vista footprints
<all other values>
Commercial
Residential
Centerton Footprints
<all other values>
Unknown
Commercial
Misc
Mobile Home
Residential Multifamily
Single Family Residential
Bella Vista Bypass
Lake Areas
1: 32,000
5,333.3 0 2,666.67 5,333.3 Feet
NAD_1983_StatePlane_Arkansas_North_FIPS_0301_Feet
City of Bentonville
This map is a representation of ground features and is not a legal document of their locations and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
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THE CITY OF
BENTONVILLE

3. SW Rainbow Lane




4. S Walton Blvd - SE Walton Blvd
Legend
Street Names
Private
Temp Street Names
Driveway
PARKING
Roadway Data
Bridges
County Pavement
Bella Vista footprints
<all other values>
Commercial
Residential
Centerton Footprints
<all other values>
Unknown
Commercial
Misc
Mobile Home
Residential Multifamily
Single Family Residential
Bella Vista Bypass
Lake Areas
Streams
N WALTON BLVD
SW 2ND ST
BENTONVILLE
SW 14TH ST
SE 14TH ST
SW REGIONAL AIRPORT BLVD
SE WALTON BLVD
W WALNUT
ROGERS
N MAIN ST
THE CITY OF
BENTONVILLE
1: 64,000
10,666.7
0
5,333.33
10,666.7
Feet
NAD_1983_StatePlane_Arkansas_North_FIPS_0301_Feet
City of Bentonville
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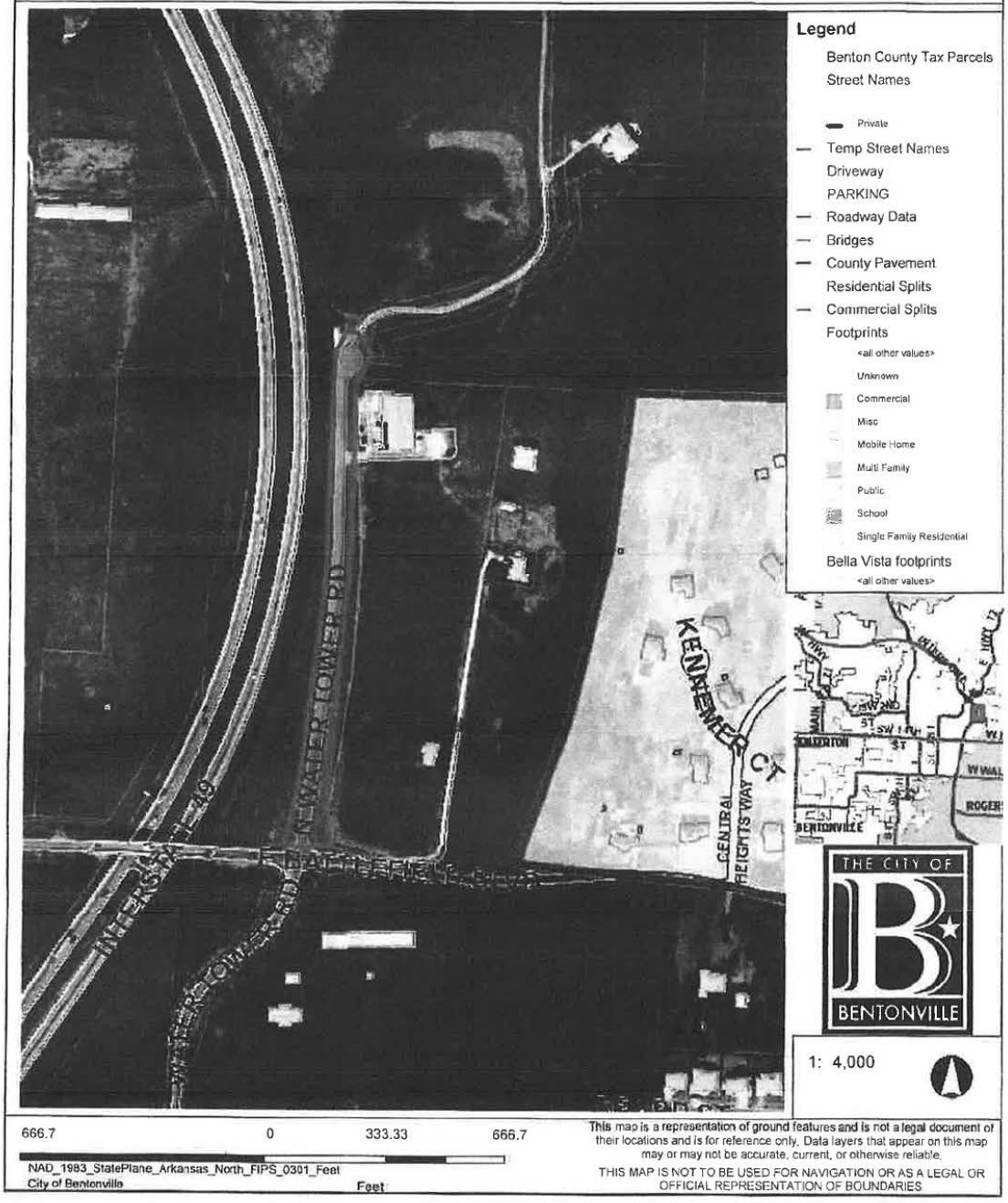
5. North Walton Blvd



6. SW I Street (Hwy 112)



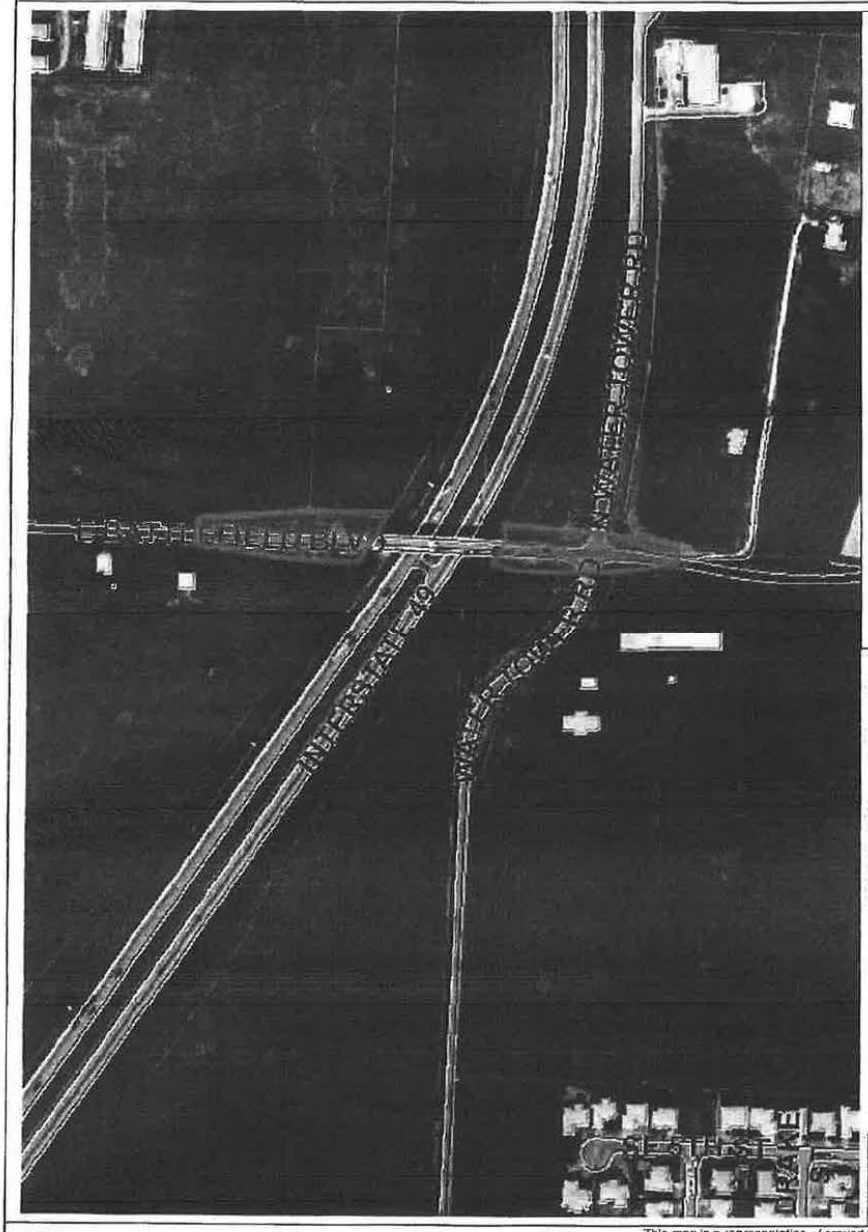
7. North Water Tower Road



8. SE 28th Street & I-49



9. East Battlefield Blvd and I-49



Legend

- Benton County Tax Parcels
- Street Names
- Private
- Temp Street Names
- Driveway
- PARKING
- Roadway Data
- Bridges
- County Pavement
- Residential Splits
- Commercial Splits
- Footprints
  - <all other values>
  - Unknown
  - Commercial
  - Misc
  - Mobile Home
  - Multi Family
  - Public
  - School
  - Single Family Residential
- Bella Vista footprints
  - <all other values>



THE CITY OF BENTONVILLE

1: 4,000

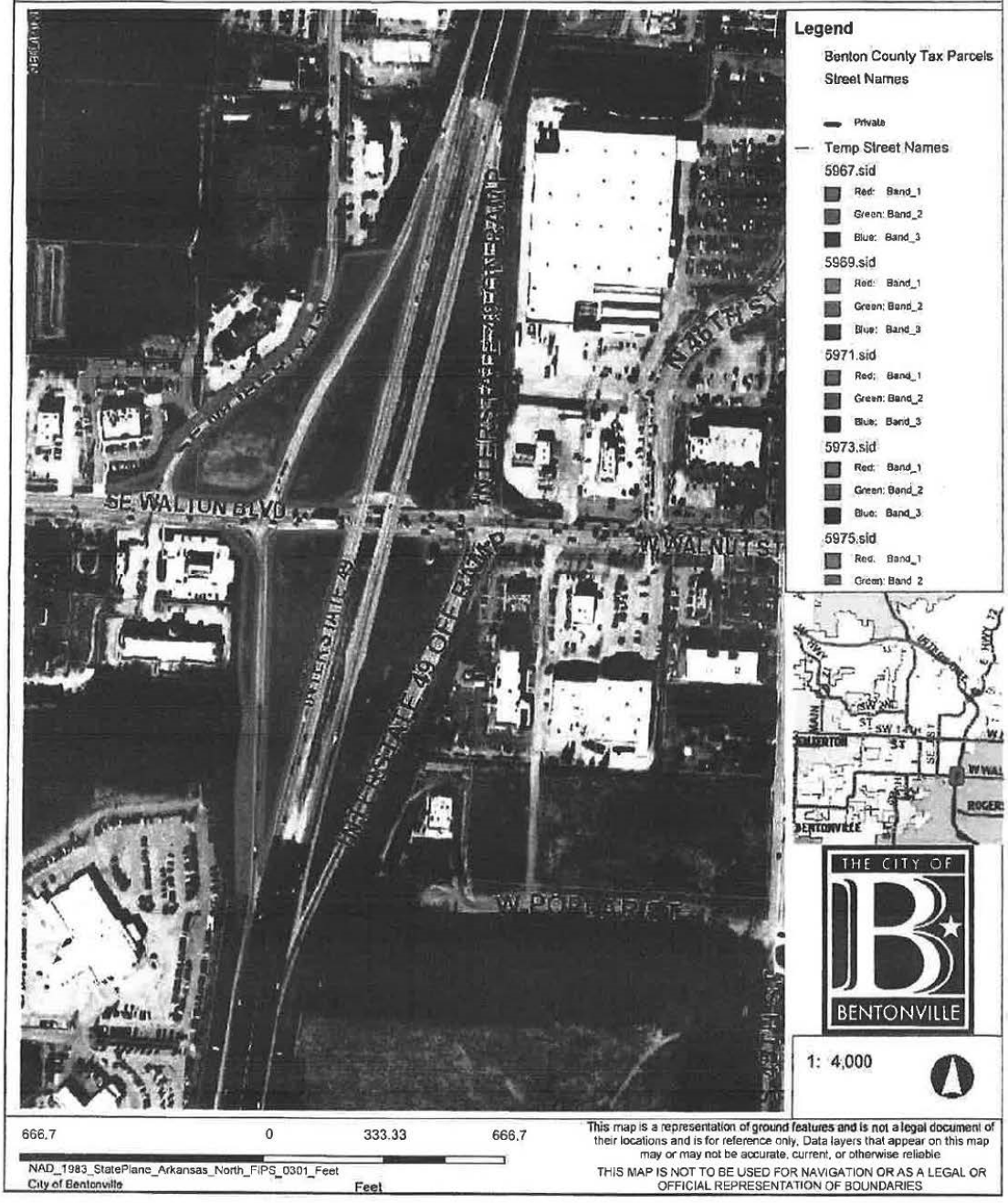
666.7 0 333.33 666.7

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City of Bentonville Feet

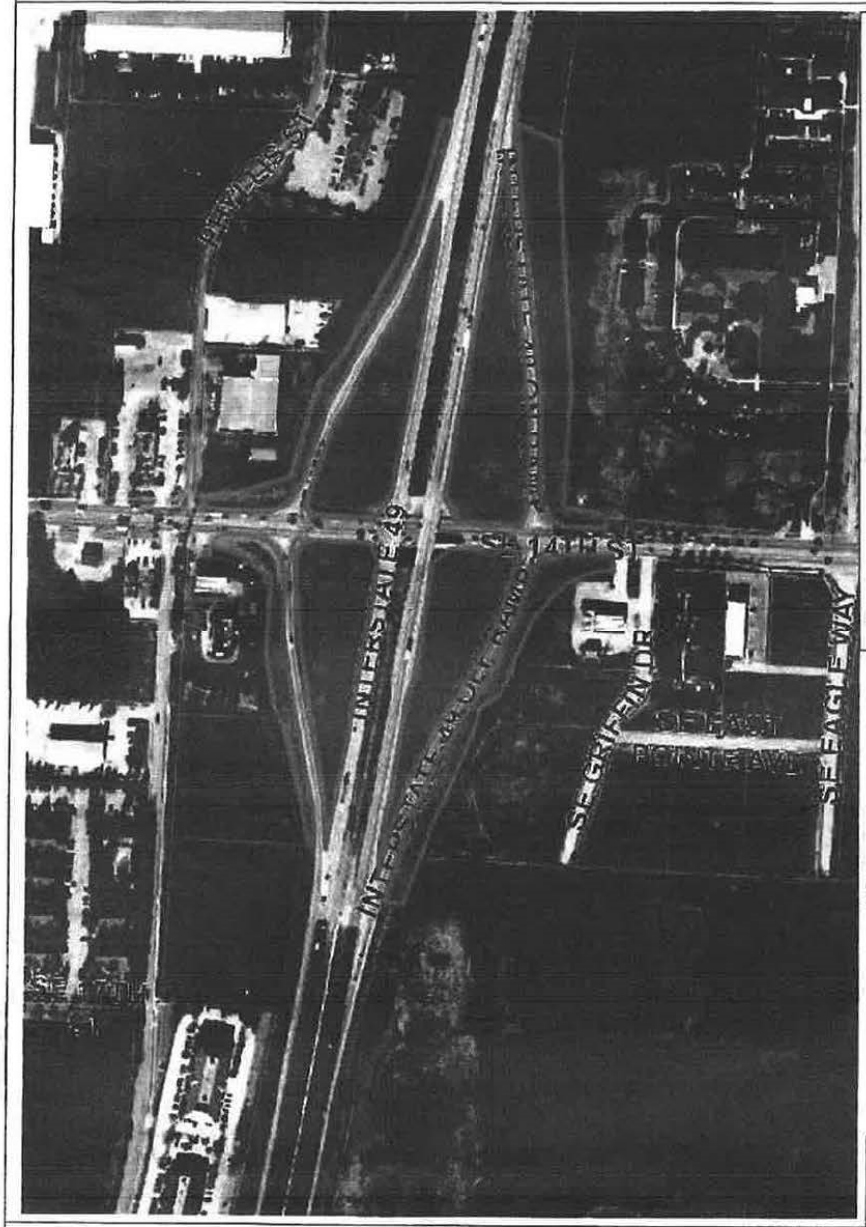
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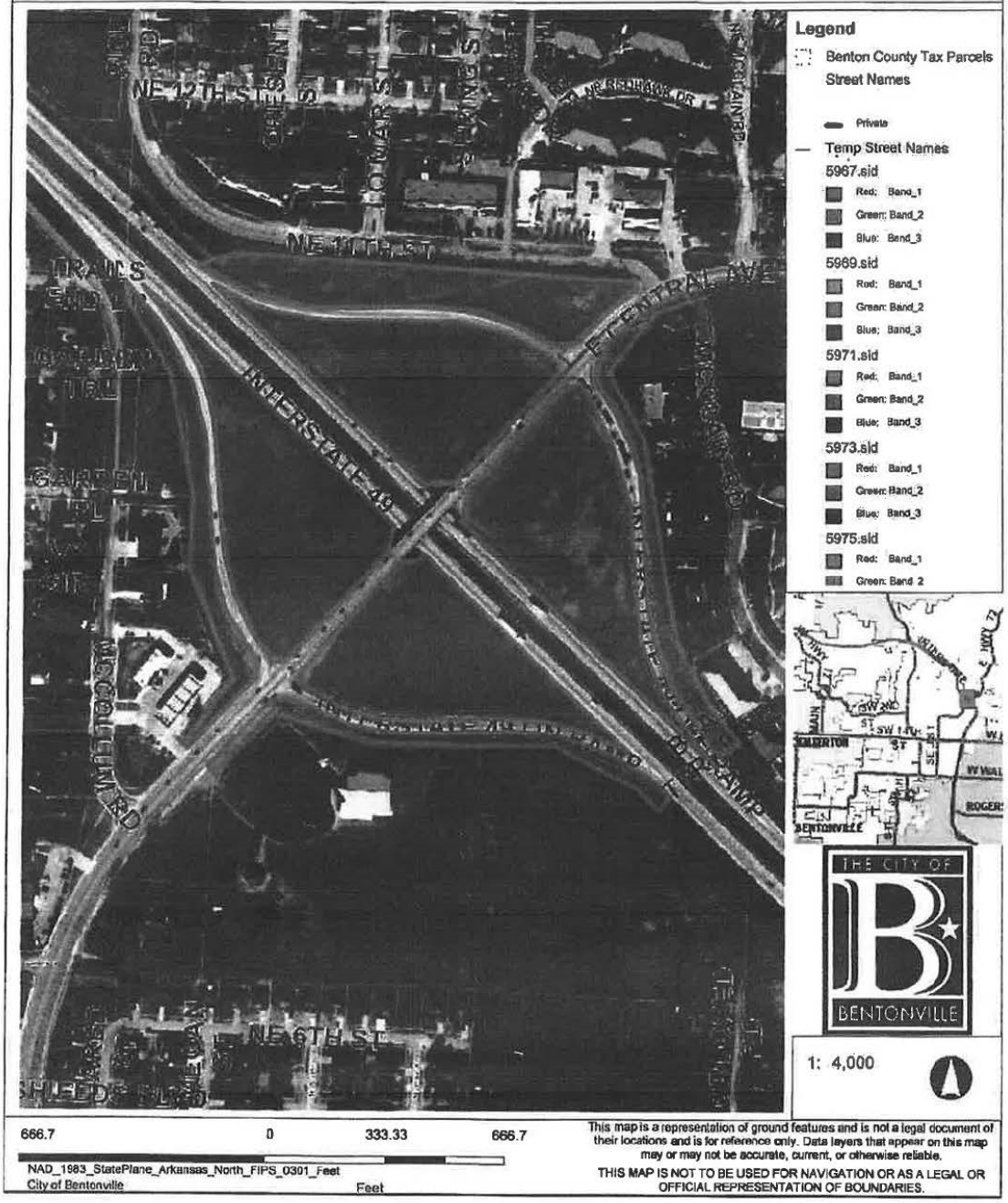
10. SE Walton Blvd & I-49 Interchange



11. SE 14th Street (Hwy 102) & I-49 Interchange

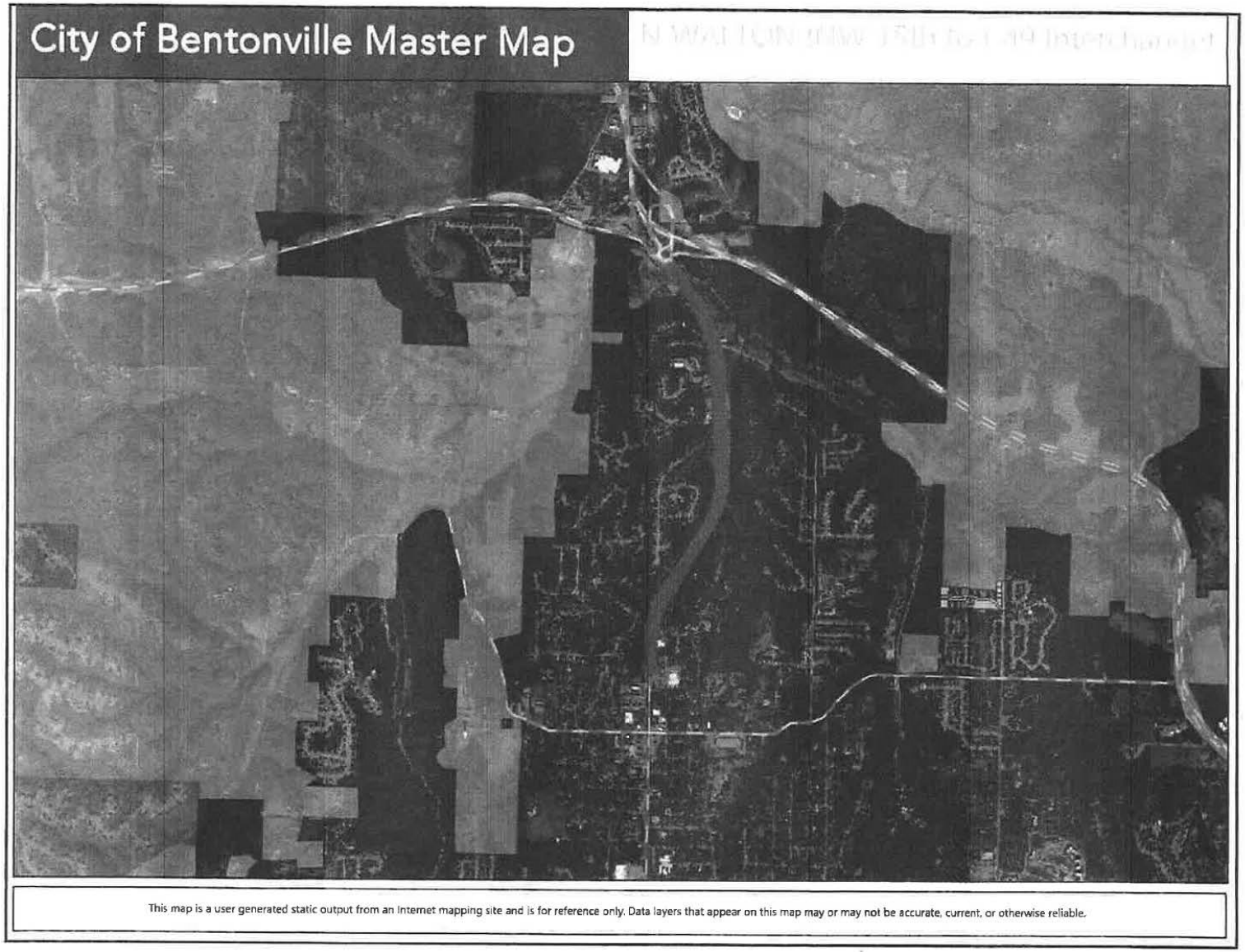


12. East Central Ave (Hwy 72) & I-49 Interchange



This map is a representation of ground features and is not a legal document of their locations and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION OR AS A LEGAL OR OFFICIAL REPRESENTATION OF BOUNDARIES.


City of Bentonville Master Map
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.


City of Bentonville Master Map
SW 40TH ST
SW 11TH ST
SW RANCH RD
SW POINTE RD
SW 41ST
SW 41ST ST
SW CHERRY HILL CIR
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/03/2020

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

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

PRODUCER	CONTACT NAME:	
John Ogden(180437X) 2367 N Green Acres Rd Ste 2 Fayetteville AR 72703-2839	PHONE (A/C, NO, EXT): 479-521-8684	FAX (A/C, NO): 479-521-4063
	E-MAIL ADDRESS: jogden@farmersagent.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DANNY BUSH, INC 7515 W WEDINGTON DR FAYETTEVILLE AR 72704	INSURER A: Truck Insurance Exchange	21709
	INSURER B: Farmers Insurance Exchange	21652
	INSURER C: Mid Century Insurance Company	21687
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJECT LOC OTHER:	N	N	606760947	09/09/2020	09/09/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			605050599	10/25/2020	10/25/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTHER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
7515 W WEDINGTON DR, FAYETTEVILLE, AR 72704

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
John Ogden

ACORD 25 (2016/03)
31-1769 11-15
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/01/2020

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PRODUCER
PAYCHEX INSURANCE AGENCY, INC.
150 SAWGRASS DRIVE
ROCHESTER, NY 14620

CONTACT NAME: Paychex Insurance Agency Inc
PHONE (A/C, NO, EXT): 877-266-6850 FAX (A/C, No): 585-389-7426
E-MAIL ADDRESS: Certs@paychex.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Wesco Insurance Company	25011
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
DANNY BUSH INC
7515 W WEDINGTON DR
FAYETTEVILLE, AR 72704

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
	☐						PERSONAL & ADV INJURY	$
	☐						GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PROJECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ ☐							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3486874	09/13/2020	09/13/2021	X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

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

AUTHORIZED REPRESENTATIVE [redacted]

ACORD 25 (2016/03)

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ADDENDUM TO BID

BID NUMBER: IFB-21-04

ADDENDUM NUMBER: 1

DATE OF ISSUANCE: FEBRUARY 16, 2021

RE: REMOVAL AND DISPOSAL OF LITTER AND MOWING AND TRIMMING OF STATE HIGHWAY RIGHT-OF-WAYS

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

This addendum modifies the original bidding document(s) dated February 7, 2021. ***Bidders are required to acknowledge receipt of this addendum by including it in their bid submission. Failure to acknowledge this addendum may result in rejection of the bid submission.***

This Addendum Number 1 consists of 1 page (1).

Mandatory Pre-Bid Meeting and Mandatory Ride-A-Long Appointments

1.0 The Mandatory Pre-Bid Meeting and Mandatory Ride-A-Longs were originally scheduled as follows: Mandatory Pre-Bid Meeting – February 17, 2021 at 9:00AM/ Mandatory Ride-A-Longs to be scheduled during the Pre-Bid Meeting for February 17, February 18 and February 19.

1.1 Due to inclement weather conditions in Northwest Arkansas, making travel difficult, dangerous or impossible, the Mandatory Pre-Bid Meeting and Mandatory Ride-A-Longs have been rescheduled as follows:

1.1.1 Mandatory Pre-Bid Meeting (NO LOCATION CHANGE): Monday, February 22 at 9:00am (Bentonville Municipal Complex – 2nd Floor Conference Room – 3200 SW Municipal Drive Bentonville, AR 72712).

1.1.2 Mandatory Ride-A-Longs: Scheduled during the Mandatory Pre-Bid Meeting for February 22, February 23 and February 24.

Deadline for Submission of Requests for Information, Questions or Clarification

2.0 The deadline for the submission of requests for information, questions or clarifications was originally February 24, at 4:30pm.

2.1 Due to the rescheduling of the Mandatory Pre-Bid Meeting and Mandatory Ride-A-Longs, the deadline for the submission of requests for information, questions or clarifications has been extended as follows:

2.1.1 Deadline for Submission of Requests for Information, Questions or Clarification: February 25, at 4:30pm.

[End of Addendum Number 1]

ADDENDUM TO BID

BID NUMBER: IFB-21-04

ADDENDUM NUMBER: 2

DATE OF ISSUANCE: FEBRUARY 22, 2021

RE: REMOVAL AND DISPOSAL OF LITTER AND MOWING AND TRIMMING OF STATE HIGHWAY RIGHT-OF-WAYS

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

This addendum modifies the original bidding document(s) dated February 7, 2021. *Bidders are required to acknowledge receipt of this addendum by including it in their bid submission. Failure to acknowledge this addendum may result in rejection of the bid submission.*

This Addendum Number 1 consists of 1 page (1).

Mandatory Pre-Bid Meeting and Mandatory Ride-A-Long Appointments

1.0 The original bidding documents state that questions shall not be permitted during the Mandatory Ride-A-Long appointments and that any questions Bidders have during the Ride-A-Long should be noted and submitted via written communication to purchasing@bentonvillear.com (Page 7 of the complete Bid Packet).

1.1 Due to the nature of reviewing boundaries/areas to be mowed during the Ride-A-Long, and the fact that these questions may be difficult to explain after the Ride-A-Long, this has been amended to allow questions to be asked during the Ride-A-Long appointments. A Bentonville Public Works Maintenance staff member will be present during the Ride-A-Longs and will keep detailed notes of all questions asked during each Ride-A-Long and the staff member's answer to those questions. All questions and answers will be distributed to all Bidders at the conclusion of the Ride-A-Long dates.

1.2 Any questions outside of the Ride-A-Long appointment shall be submitted via written communication only to purchasing@bentonvillear.com.

[End of Addendum Number 2]

ADDENDUM TO BID

BID NUMBER: IFB-21-04

ADDENDUM NUMBER: 3

DATE OF ISSUANCE: FEBRUARY 26, 2021

RE: REMOVAL AND DISPOSAL OF LITTER AND MOWING AND TRIMMING OF STATE HIGHWAY RIGHT-OF-WAYS

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

This addendum modifies the original bidding document(s) dated February 7, 2021. *Bidders are required to acknowledge receipt of this addendum by including it in their bid submission. Failure to acknowledge this addendum may result in rejection of the bid submission.*

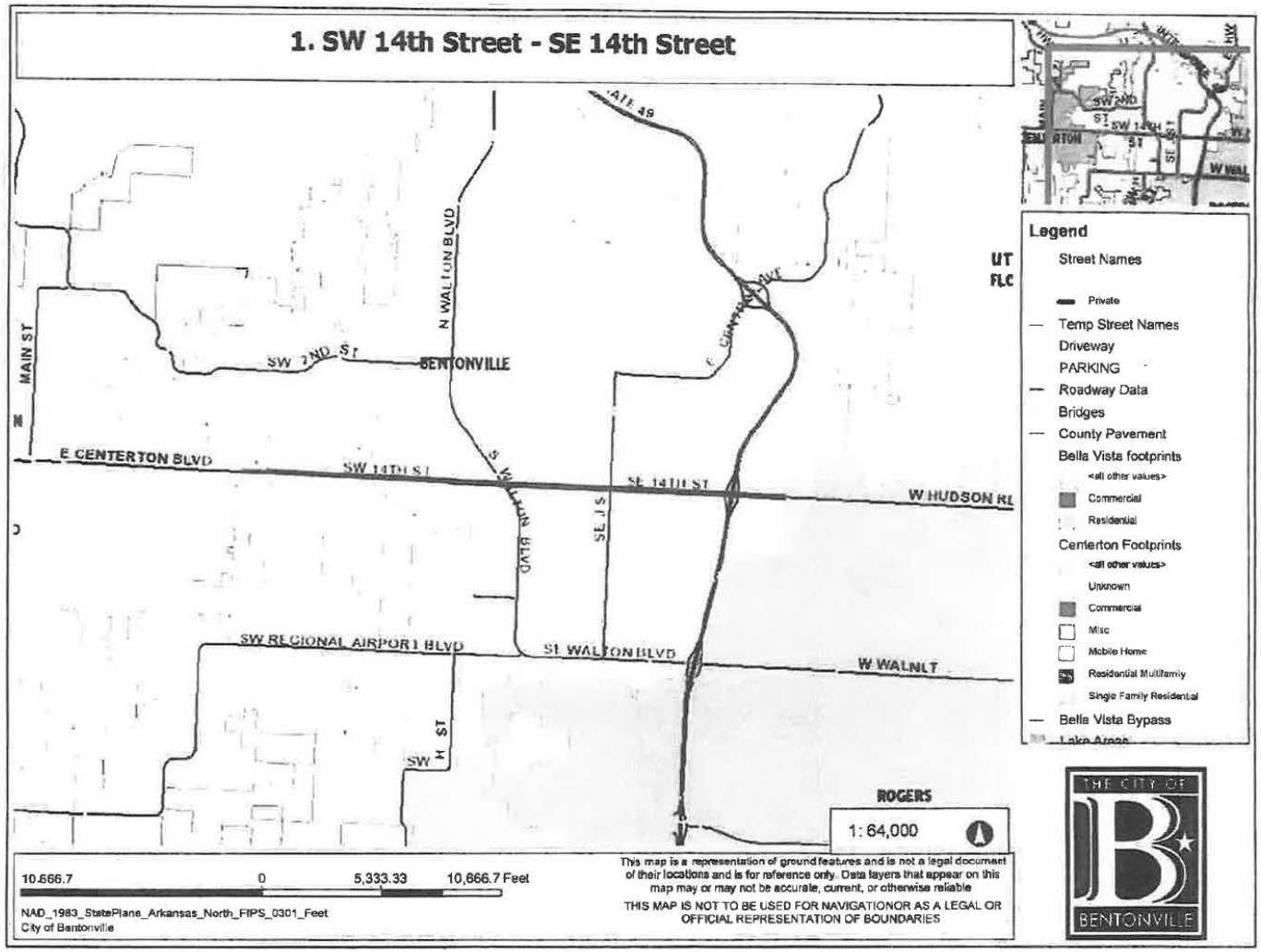
This Addendum Number 1 consists of 1 page (1).

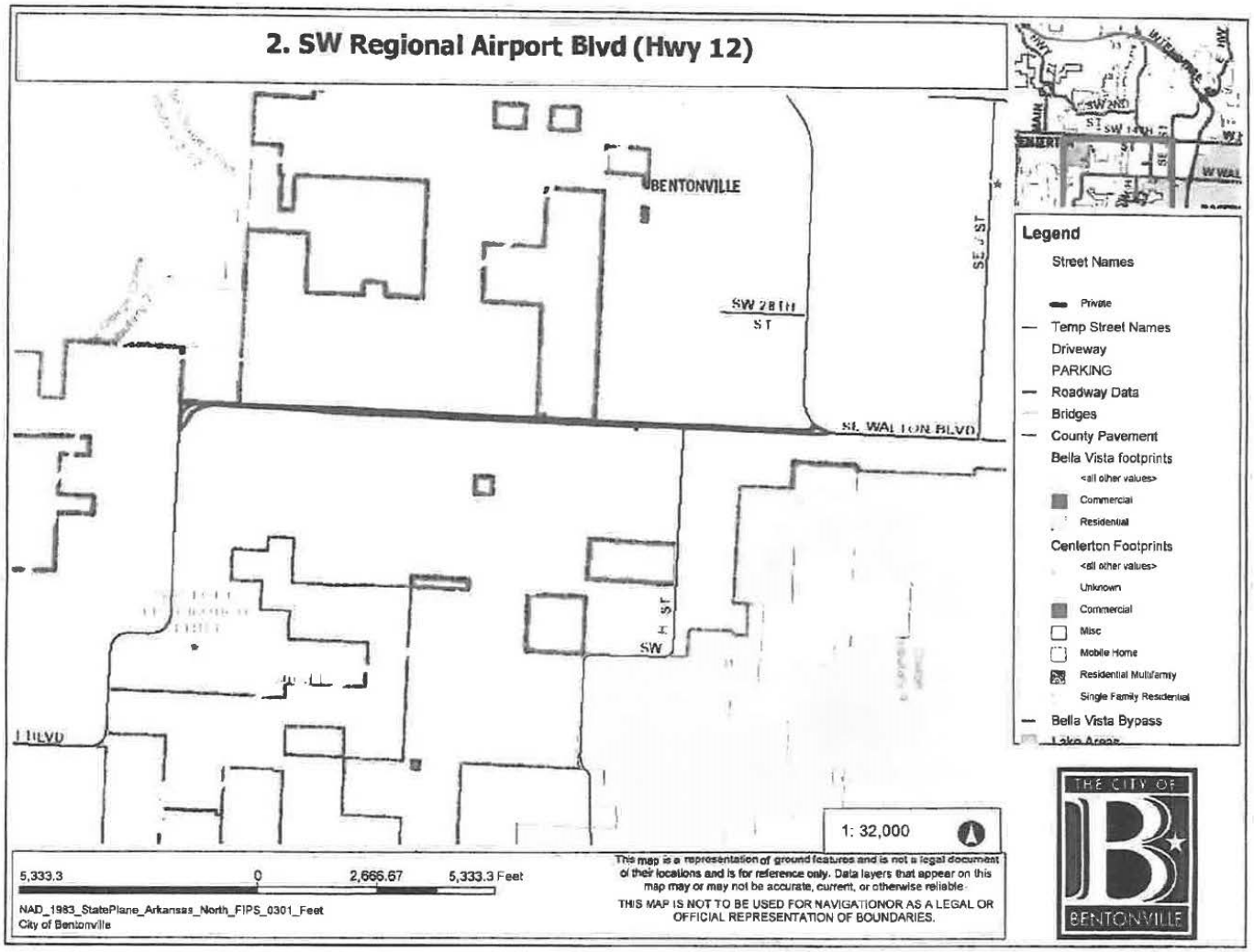
Appendix A: 2021 ROW Contract Pictures

1.1 The 2021 ROW Contract Pictures required correction on areas 10 and 12.

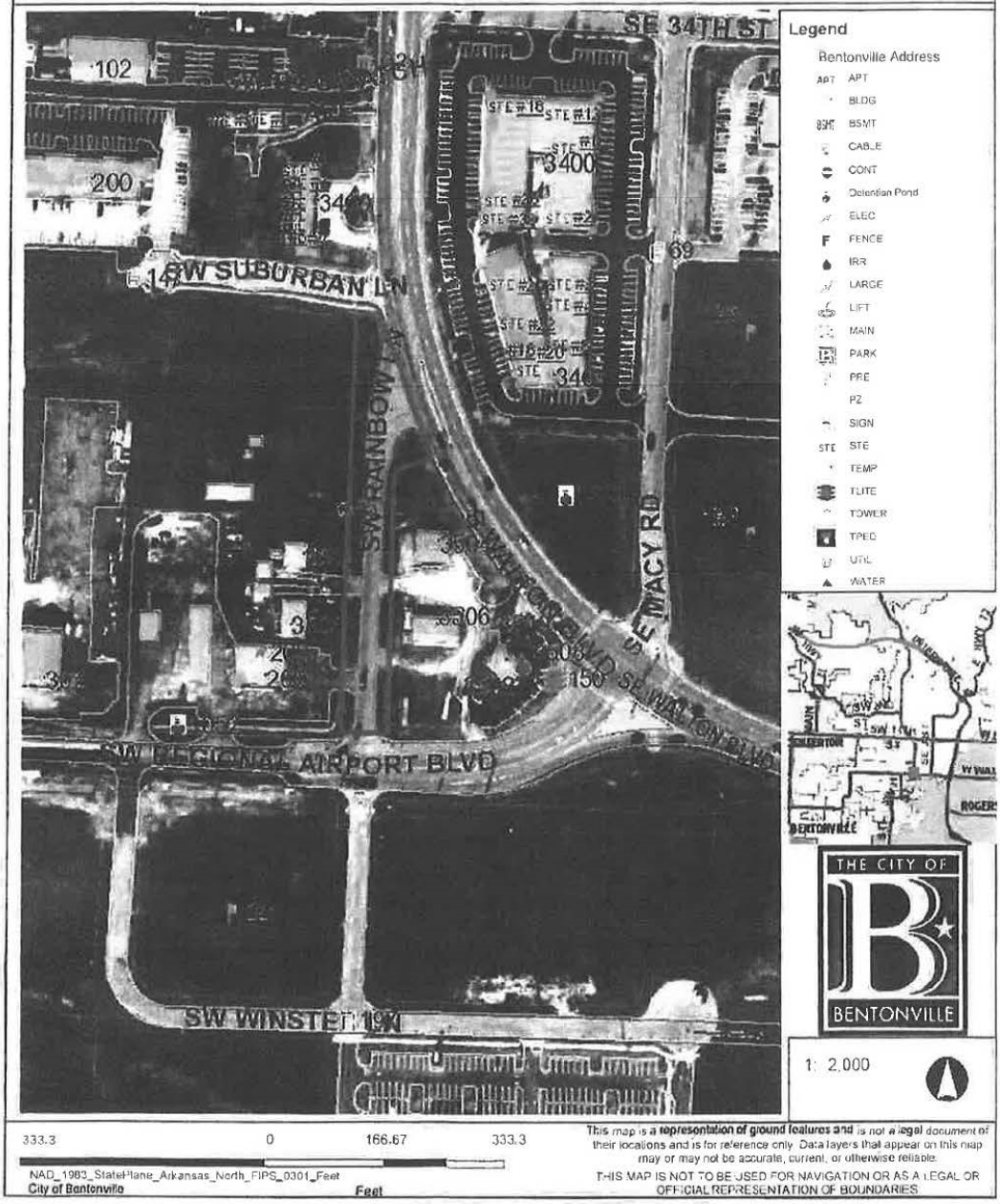
1.1.1 Corrected pictures for areas 10 and 12 have been included with this Addendum.

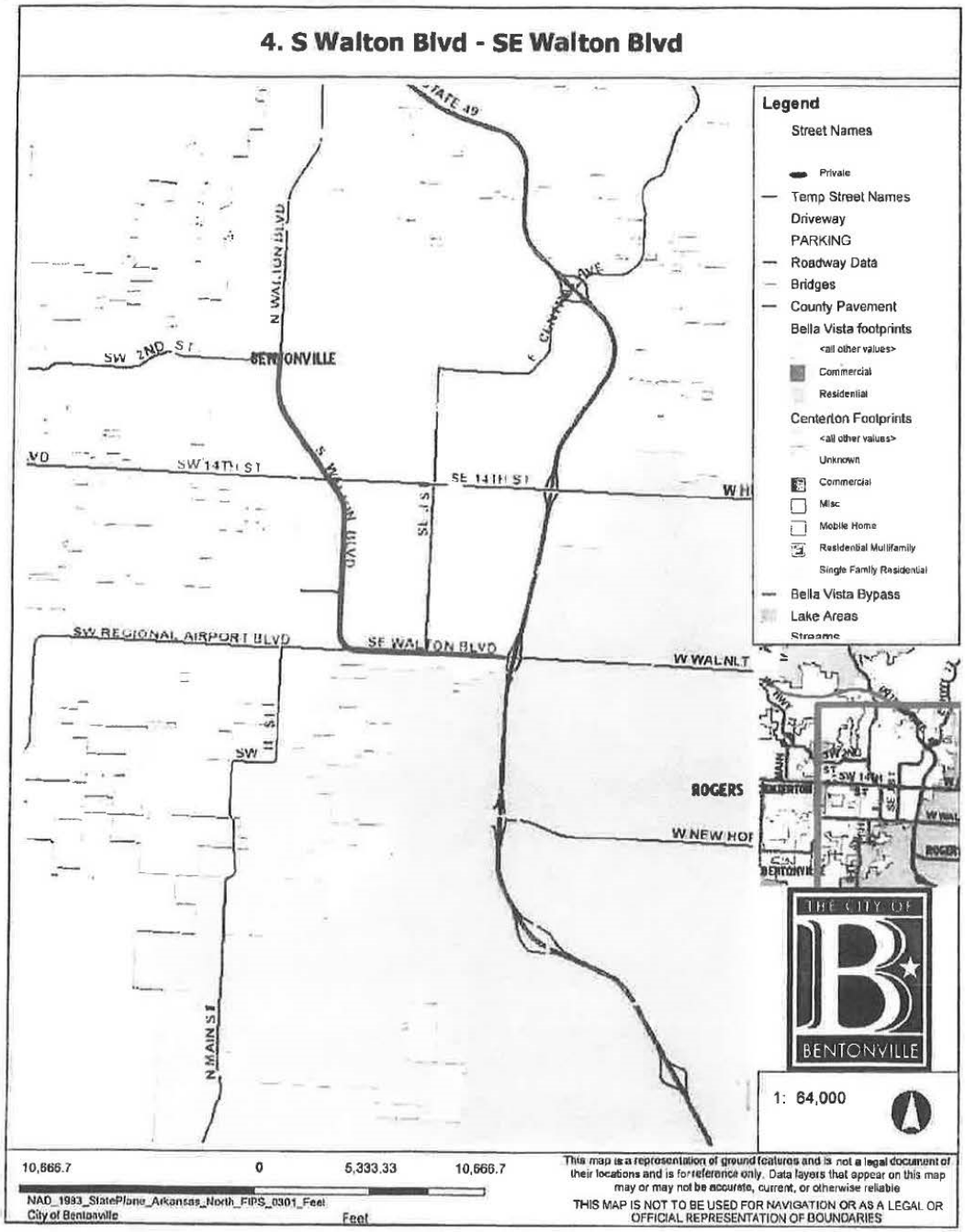
[End of Addendum Number 3]


1. SW 14th Street - SE 14th Street
N MAIN ST
SW 2ND ST
BENTONVILLE
N WALTON BLVD
E CENTERTON BLVD
SW 14TH ST
SE 14TH ST
W HUDSON RD
S WALTON BLVD
SW REGIONAL AIRPORT BLVD
W WALNUT
ROGERS
1:64,000
10,666.7 0 5,333.33 10,666.7 Feet
NAD_1983_StatePlane_Arkansas_North_FIPS_0301_Feet
City of Bentonville
This map is a representation of ground features and is not a legal document of their locations and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable
THIS MAP IS NOT TO BE USED FOR NAVIGATIONOR AS A LEGAL OR OFFICIAL REPRESENTATION OF BOUNDARIES
Legend
Street Names
Private
Temp Street Names
Driveway
PARKING
Roadway Data
Bridges
County Pavement
Bella Vista footprints
<all other values>
Commercial
Residential
Centerton Footprints
<all other values>
Unknown
Commercial
Misc
Mobile Home
Residential Multifamily
Single Family Residential
Bella Vista Bypass
Lake Areas
THE CITY OF
BENTONVILLE

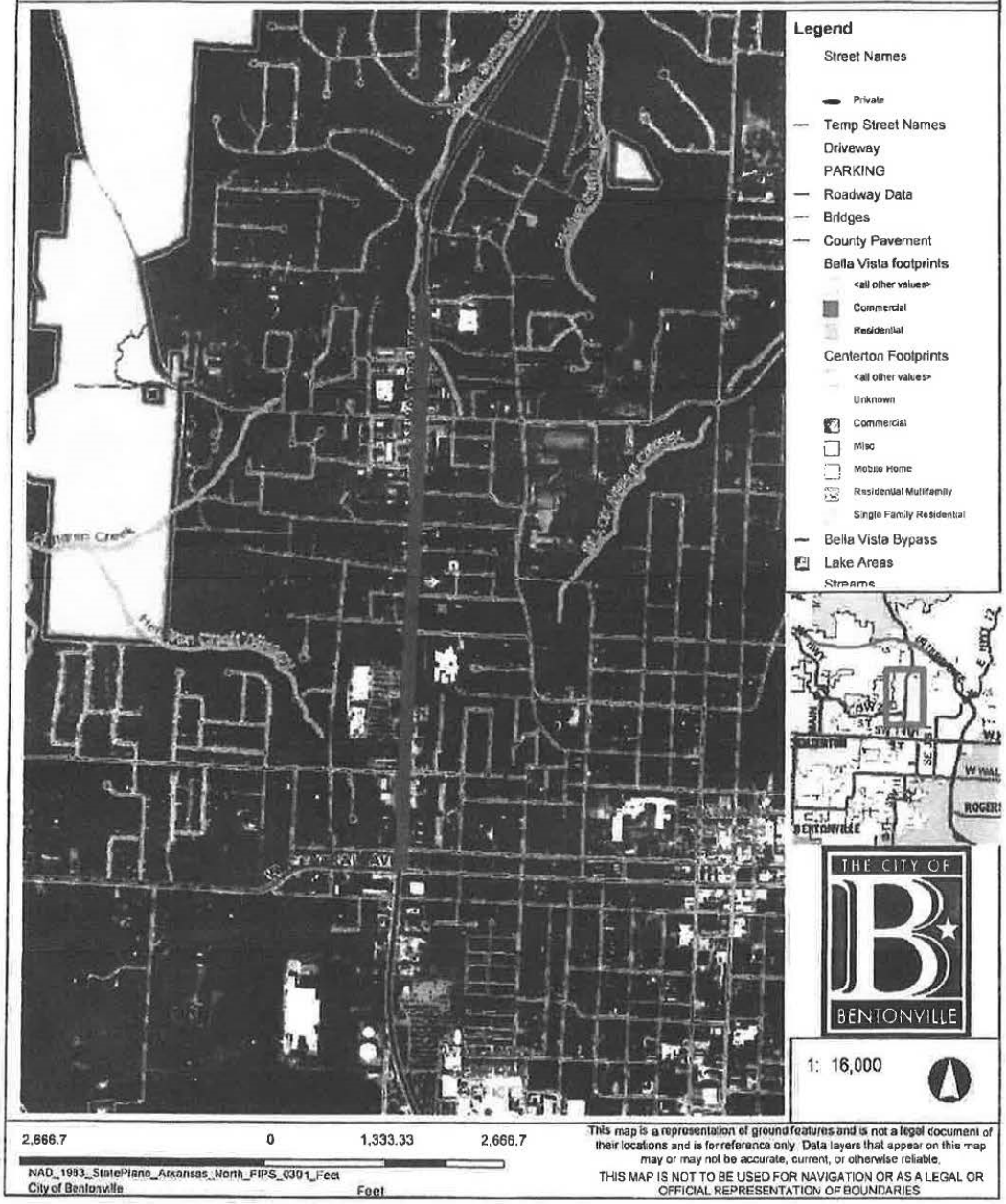

2. SW Regional Airport Blvd (Hwy 12)
BENTONVILLE
SW 28TH ST
SE J ST
SW H ST
SE WAL TON BLVD
Legend
Street Names
Private
Temp Street Names
Driveway
PARKING
Roadway Data
Bridges
County Pavement
Bella Vista footprints
<all other values>
Commercial
Residential
Centerton Footprints
<all other values>
Unknown
Commercial
Misc
Mobile Home
Residential Multifamily
Single Family Residential
Bella Vista Bypass
1: 32,000
5,333.3 0 2,666.67 5,333.3 Feet
NAD_1983_StatePlane_Arkansas_North_FIPS_0301_Feet
City of Bentonville
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THE CITY OF
BENTONVILLE

3. SW Rainbow Lane




4. S Walton Blvd - SE Walton Blvd
Legend
Street Names
Private
Temp Street Names
Driveway
PARKING
Roadway Data
Bridges
County Pavement
Bella Vista footprints
<all other values>
Commercial
Residential
Centerton Footprints
<all other values>
Unknown
Commercial
Misc
Mobile Home
Residential Multifamily
Single Family Residential
Bella Vista Bypass
Lake Areas
Streams
N WALTON BLVD
SW 2ND ST
BENTONVILLE
SW 14TH ST
SE 14TH ST
S WALTON BLVD
SW REGIONAL AIRPORT BLVD
SE WALTON BLVD
W WALNUT
ROGERS
W NEW HOPE
N MAIN ST
THE CITY OF
BENTONVILLE
1: 64,000
10,666.7
0
5,333.33
10,666.7
Feet
NAD_1983_StatePlane_Arkansas_North_FIPS_0301_Feet
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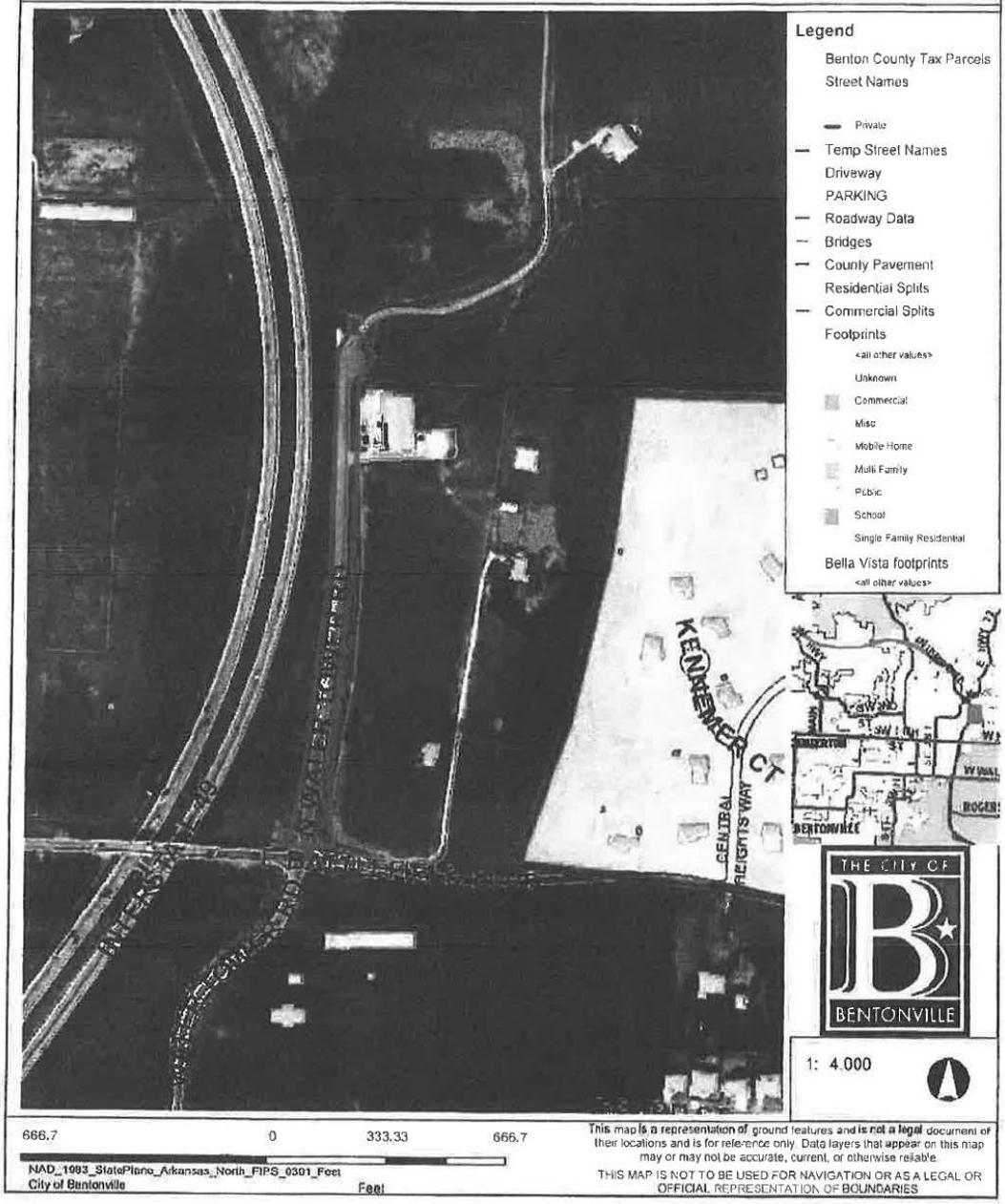
5. North Walton Blvd



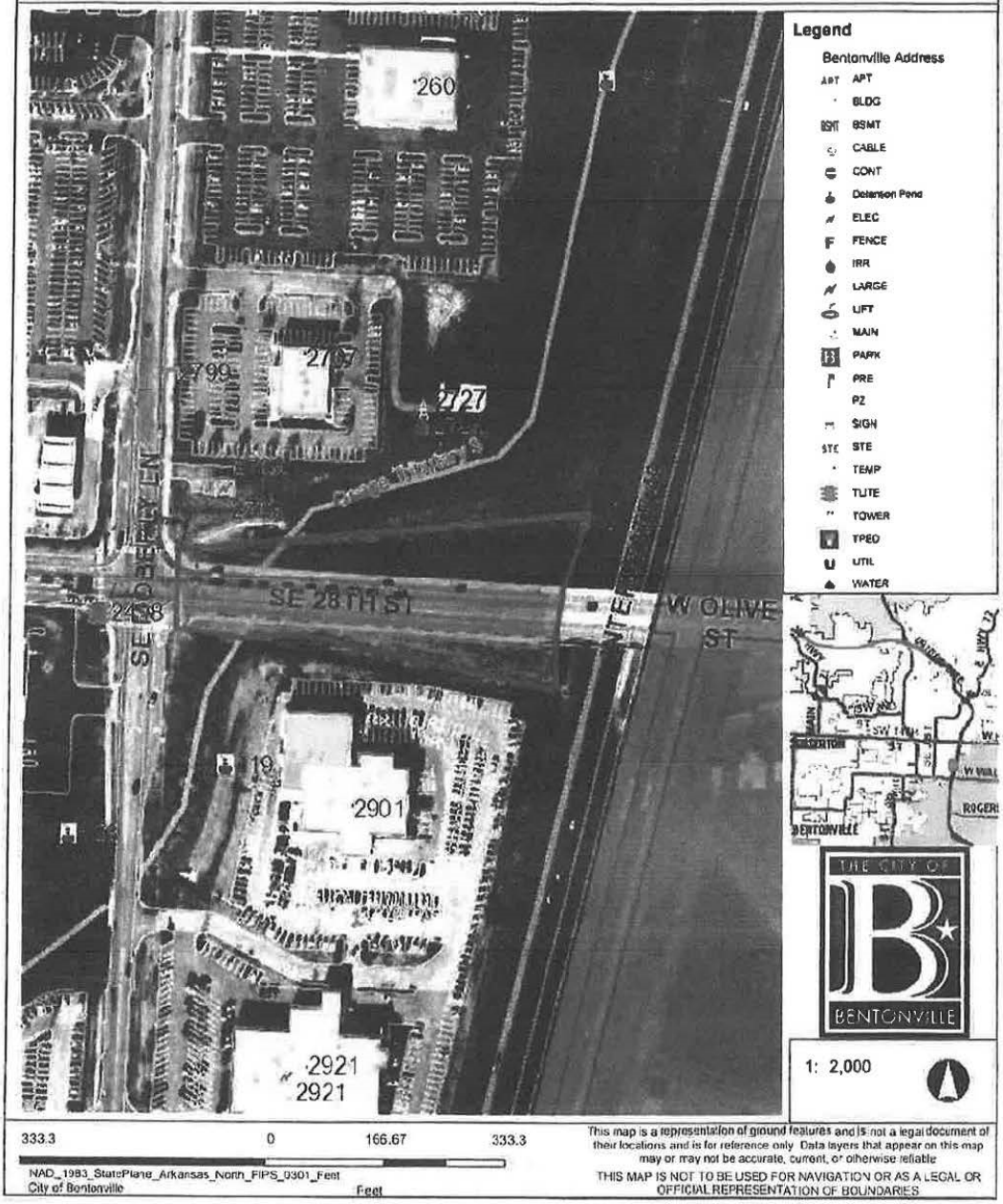
6. SW I Street (Hwy 112)



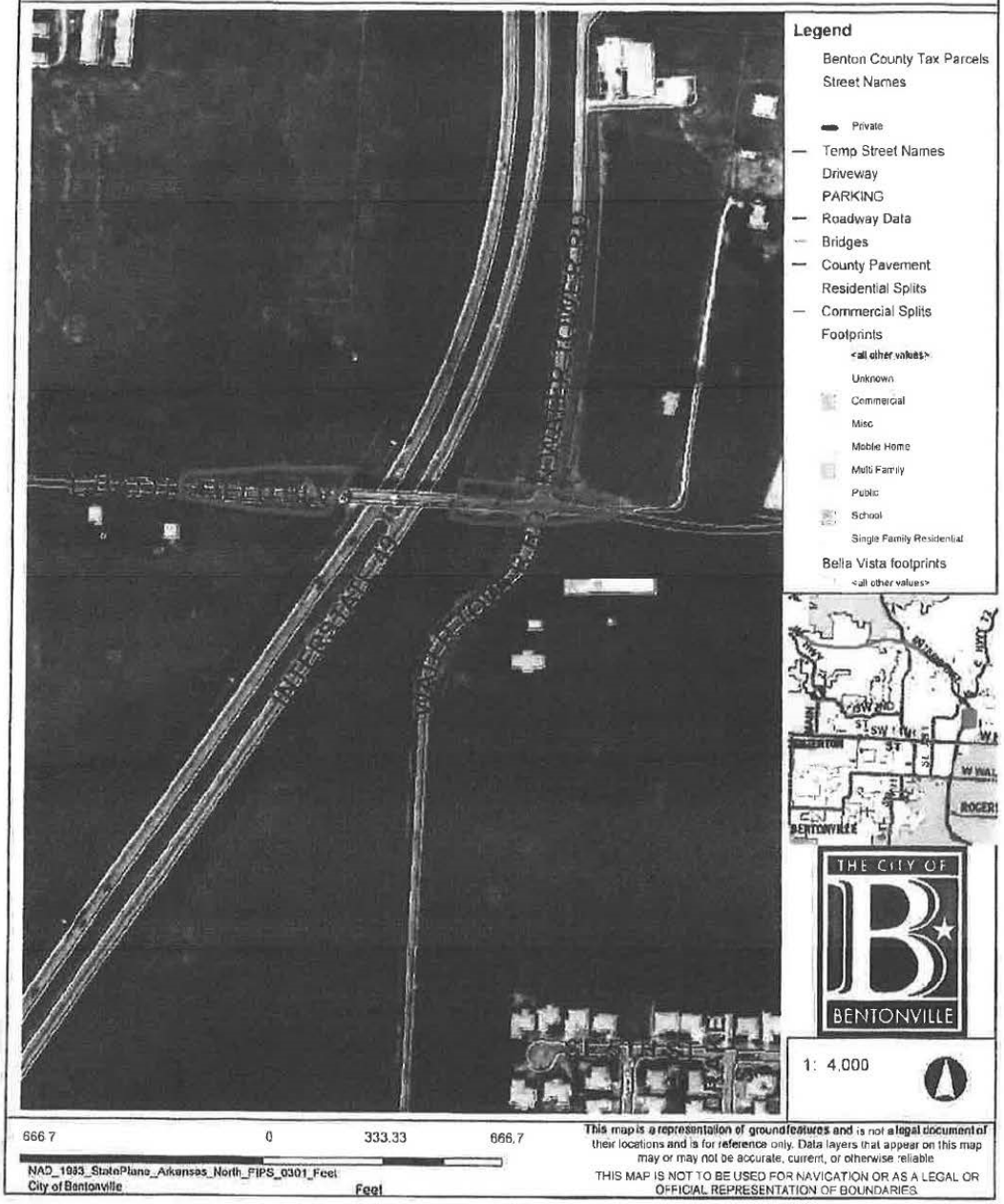
7. North Water Tower Road



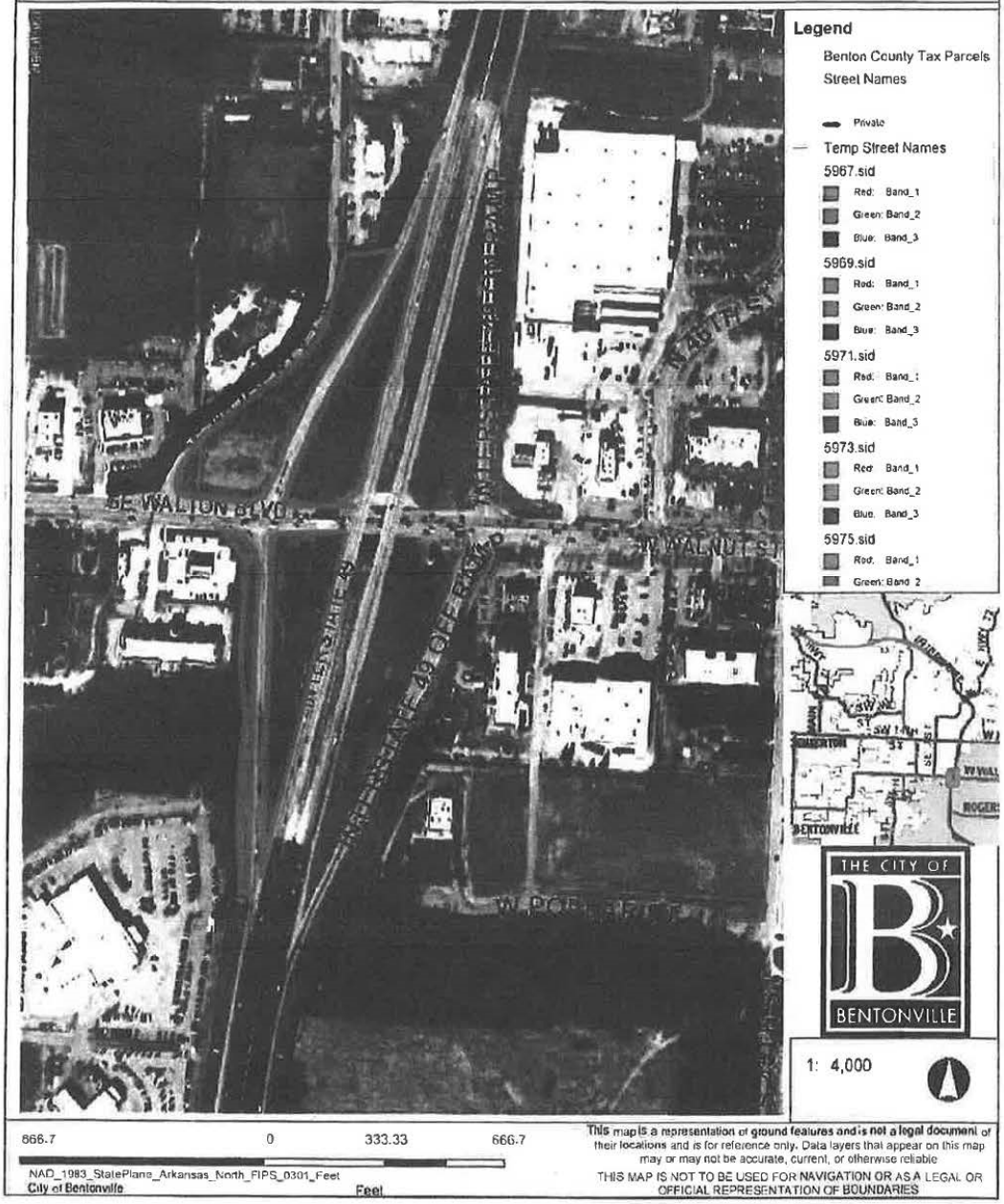
8. SE 28th Street & I-49



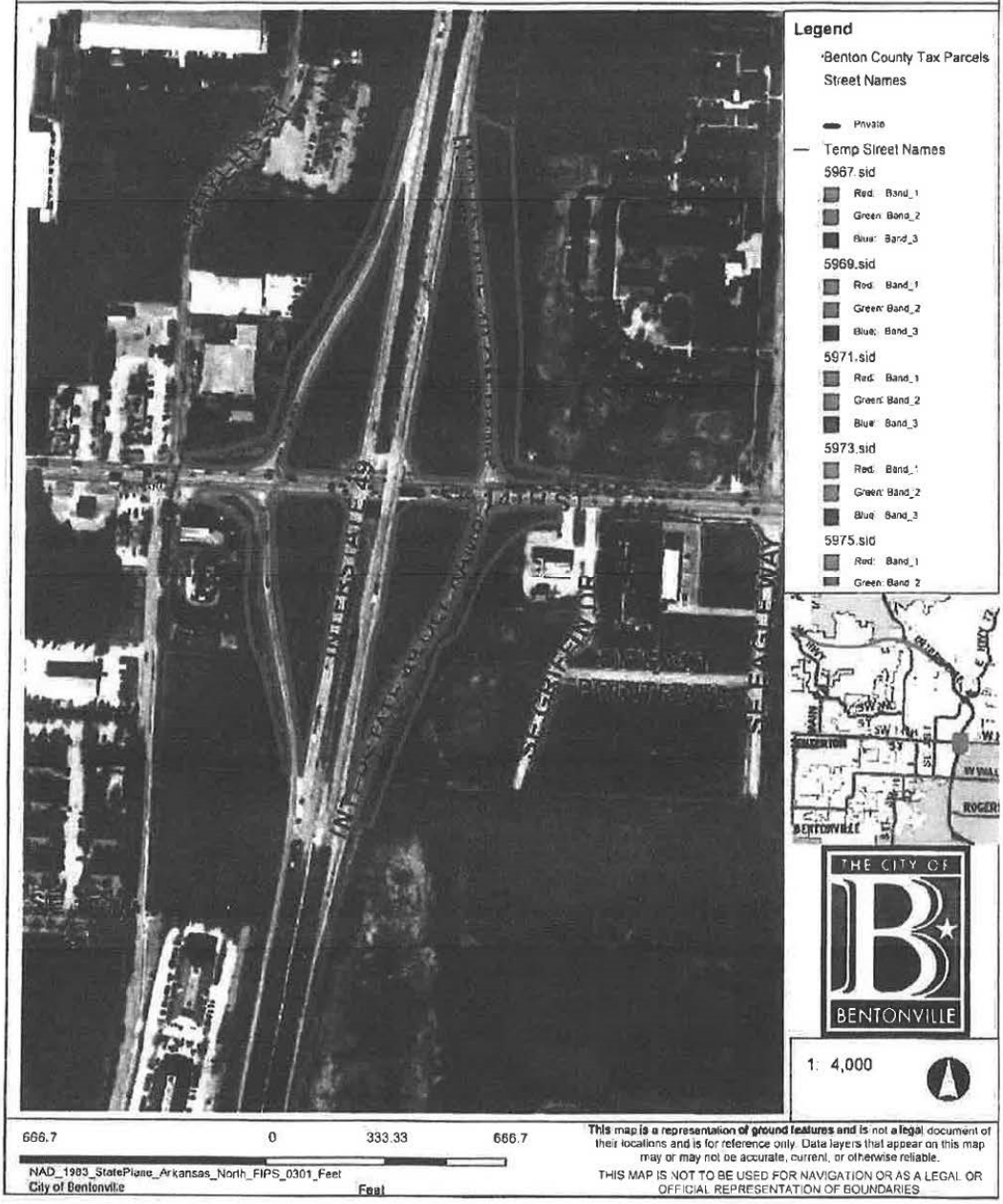
9. East Battlefield Blvd and I-49



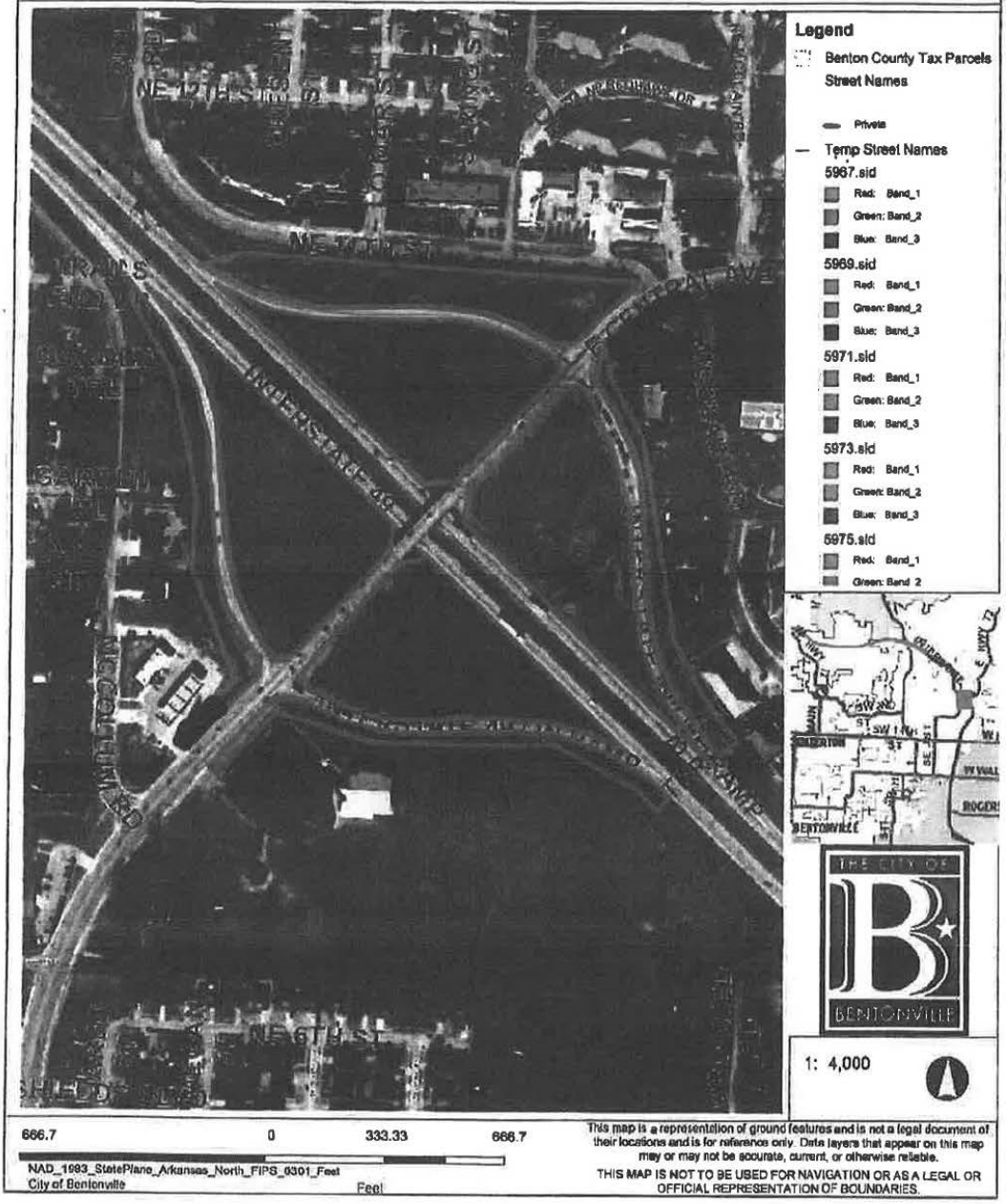
10. SE Walton Blvd & I-49 Interchange

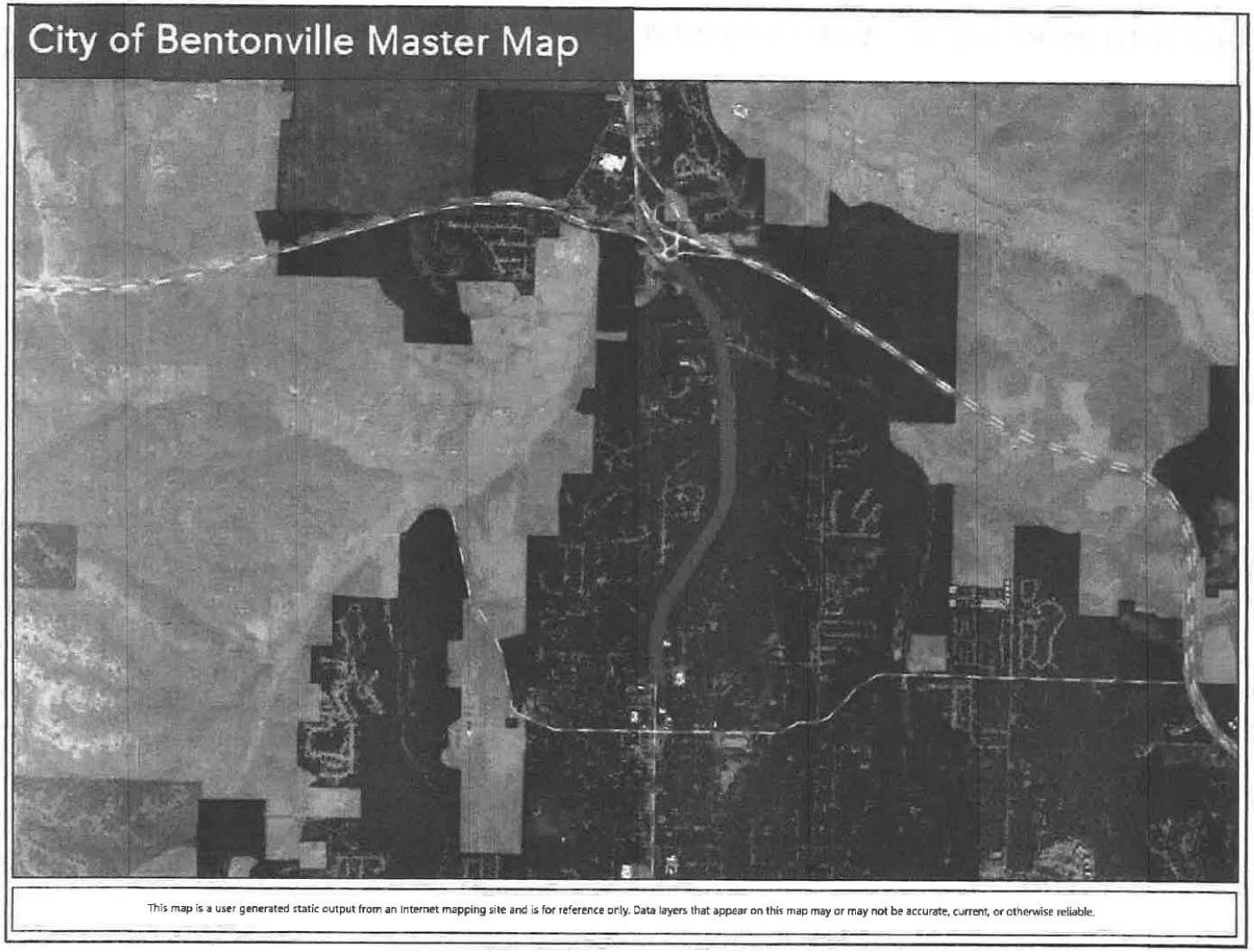


11. SE 14th Street (Hwy 102) & I-49 Interchange



12. East Central Ave (Hwy 72) & I-49 Interchange




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City of Bentonville Master Map
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Agenda Item Form

Date of City Council Meeting	**3/30/2021**
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 and City Clerk to enter into an agreement with the City of Bella Vista allowing for a permanent trail easement on land currently owned by the City of Bentonville.

Estimated Cost	
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Memo

To:	City Council, Mayor Orman
From:	David Wright, Parks and Recreation Director
Date:	March 11, 2021
Re:	Trail Easement Agreement with City of Bella Vista

Bella Vista Officials, similar to other NWA municipalities, share a common vision of extending the Razorback Greenway north into Bella Vista. However, because the trail terminates at the most northern boundary of Bentonville, this responsibility of expansion falls on officials in Bella Vista. The first part of this extension north is to cross the Mercy Way Bridge.

The City of Bella Vista has approached City of Bentonville staff regarding this trail extension north across the bridge. The City of Bella Vista has secured funding for to make this first step a reality. In order for this to occur, they must acquire a trail easement on our property to construct the trail extension and continue north of the bridge. City Staff agrees to this easement and recommends approval from the City Council.

This request comes at no cost to the City of Bentonville. All construction will be paid for the City of Bella Vista. Maintenance of the future trail easement becomes their responsibility. The easement does not hinder our ability to add any type of amenity or infrastructure in our land in the future.

The major victory in this is not the cost of the trail to the taxpayers of Bentonville. Instead it is the increased access for our residents move north into Bella Vista via bicycle or as a pedestrian. The access provided to Bella Vista residents to Bentonville amenities also is a value add as we work to build out our trail network.

The Contract for the easement is attached, as well as the design of the future trail. If you have any questions regarding this item, please let me know. Please call me at 271.6813, or email dwright@bentonvillear.com.

JOB NAME: Mercy Way Corridor Improvements JOB NO. 090436
TRACT NO. 3E-1

CONTRACT TO SELL
PERMANENT EASEMENT

Grantor: PropertyOwnerName
Address: StreetStateZip

Grantee: CITY OF BELLA VISTA

IN CONSIDERATION of the sum of _____($) and of the benefits that will inure to the parties hereto and the public, the undersigned does hereby give and grant to the Arkansas State Highway Commission, an agency of the State of Arkansas, upon the terms and conditions hereinafter stated, the right to purchase for the City of Bella Vista a permanent right of way and easement for highway purposes on Job No. 090436 across, through and over the following lands situated in the County of Benton, State of Arkansas:

LEGAL DESCRIPTION

Part of the Southwest Quarter of the Northwest Quarter of Section 1, Township 20 North, Range 31 West, Benton County, Arkansas more particularly described as follows:

Commencing at a point being used as the Center West Sixteenth corner of said Section 1; thence North 87°40'43" West along the South line of the Southwest Quarter of the Northwest Quarter of Section 1 a distance of 812.23 feet to a point being on the East right of way line of U.S. Highway 71 as established by ArDOT Job 9579; thence North 31°55'37" West along said right of way line a distance of 506.66 feet to a point on the South right of way line of Mercy Way as established by Deed Book 93, Page 86240; thence North 61°37'18" East along the said right of way line a distance of 46.07 feet to a point on the South right of way line of Mercy Way as established by ArDOT Job 090436; thence along said right of way line on a curve to the right, having a radius of 555.00 feet a distance of 133.04 feet, having a chord bearing of North 72°58'00" East for a distance of 132.72 feet to a point; thence South 79°49'20" East along said right of way line a distance of 100.33 feet to a point; thence North 87°30'02" East along said right of way line a distance of 50.08 feet to a point; thence North 62°27'34" East along said right of way line a distance of 86.16 feet to a point; thence North 84°15'39" East along said right of way line a distance of 190.00 feet to a point; thence South 05°44'21" East along said right of way line a distance of 50.00 feet to a point; thence North 84°15'39" East along said right of way line a distance of 23.48 feet to the POINT OF BEGINNING; thence continue North 84°15'39" East along said right of way line a distance of 59.76 feet to a point; thence South 01°57'25" West a distance of 136.23 feet to a point; thence South 29°47'55" West a distance of 43.01 feet to a point; thence North 63°16'04" West a distance of 65.19 feet to a point; thence North 17°27'34" East a distance of 76.16 feet to a point; thence North 01°41'32" East a distance of 65.55 feet to the POINT OF BEGINNING and containing 0.23 acres (10,156 sq. ft.) more or less, as shown on plans referenced as ArDOT Job 090436

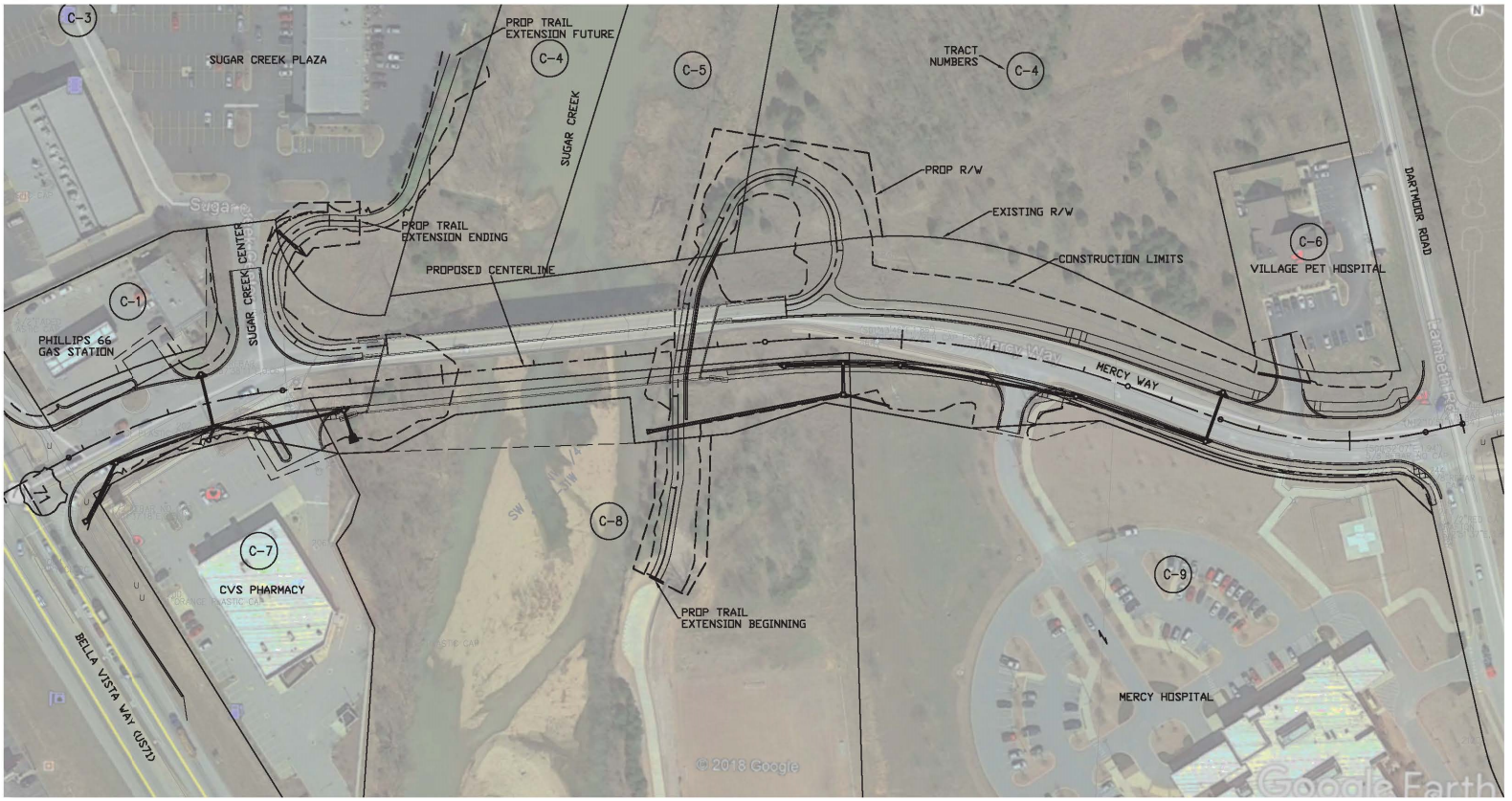
KMO 04/22/20
RLS 11/19/20

11-19-20

Together with the rights, easements and privileges in or to said lands which may be required for the full enjoyment of the right herein granted, said highway purposes being the construction of a road by the Arkansas State Highway & Transportation Department in connection with Job 090436

PREAUDITED AND ACCEPTED: Property Manager to Negotiator

_____ By _____ Date _____



Utility	Contact	Office Phone	Cell Phone	Email	Relocation Needed	Status
Carroll Electric CC - Electric	Ryan Butler, Engineering Department	800-452-9720 ext. 1415		rbutler@carrollecc.com	Yes	
Cox Communication - Telemetry	Michael Moore, Construction Planner III	479-717-3730		michael.moore3@cox.com	Yes	
AT&T - Telemetry	Scott Seaman, Manager	479-442-1967	479-684-8061	ss7513@att.com		
BVPOA - Water	Mike Taggert, Director & Charlie Holt, Water Operations Manager	479-855-9064 Mike & 479-855-9081 Charlie		mjtaet@bvpoa.com & charlieh@bvpoa.com		
Village Waste Water - Sewer	Frank Knight	479-855-7613		nrctvh1737@sbcglobal.net	No	
Black Hills Energy - Gas	Joshua Knight, Utility Construction Planner	479-320-5091	479-721-4543	joshua.knight@blackhillscorp.com		


Mercy Way Corridor Improvements
Lambeth Rd
Mercy Way
Bella Vista Way
600 ft
Google Earth
© 2020 Google

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO GRANT A TRAIL EASEMENT ACROSS CERTAIN CITY OWNED PROPERTY TO THE CITY OF BELLA VISTA, ARKANSAS.

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 grant aTrail Easement in favor of the City of Bella Vista across land currently owned by the City of Bentonville as set forth in the Easement 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 _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**3/23/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**479-271-5964**

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 ARDOT, funding $155,650.00 from the Bond fund account allocated to the addition of certain traffic signal items as per Change Order #13 of BB0903 project.

Estimated Cost	**$155,650.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

This change order will be funded through the Street Bond fund.

Memorandum

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: Monday, March 15, 2021

Re: BB0903 – Request for Change Order #13 Approval

Staff recommends City Council approval of a resolution authorizing the Mayor to enter into an agreement with Arkansas Department of Transportation, allowing Change Order #13 to the ARDOT BB0903 S.P.U.I. (Single Point Urban Interchange) project located at exit 85. The resolution would allow for City funding required to improve the traffic signal items to the current City Of Bentonville standards. These items include hardware upgrades and decorative items.

The City portion of funding will come from the Street Bond fund totaling $155,650.00.

Thank you for your consideration of this request and please do not hesitate to contact me with any questions or concerns at dbirge@bentonvillear.com or 479-271-5964.

ARKANSAS STATE HIGHWAY COMMISSION
CHANGE ORDER

Job Name Hwy. 71B Intchng. Impvts. (S) **Route & Section** 49, Section

Job No. BB0903 **FAP No.** NHPP-540-1(78)85 **County** Benton

Changes located Entire Project **Change Order No.** 13

DESCRIPTION OF CHANGE:
Add and establish to the Contract the items "Traffic Signal Modification(Rogers)" and "Traffic Signal Modifications (Bentonville)". Reduce the quantities of the items "LED Luminaire Assembly", "Central Control Unit (8 Channel)Video Processor" and "Edge Card Ip (2 Camera)". Upgrade the Video Processor and Central Control Unit to meet the City of Bentonville Specifications.

REASON FOR CHANGE:
The cities of Rogers and Bentonville have requested to include the decorative details to the signal poles, bases, and luminaires. Bentonville has requested to upgrade the Video Processor and Control Unit to meet their latest specifications. These new items are necessary to compensate the contractor for this work.

ATTACHMENTS:
Letter from contractor agreeing to price(three pages), letter/email from the cities of Bentonville and Rogers(two pages), Specifications for decorative details, Video processor, and Control Unit(eleven pages).

NOTE: UNIT PRICES FOR "TRAFFIC SIGNAL MODIFICATIONS (BENTONVILLE)" AND "TRAFFIC SIGNAL MODIFICATIONS (ROGERS)" ARE CONTINGENT UPON THE EXECUTION OF A SUPPLEMENTAL AGREEMENT.

SUMMARY

Item No.	Item	Unit	Unit Price	PRESENT		REVISED	
				Quantity	Amount	Quantity	Amount
SP	Led Luminaire Assembly	EACH	600.00	20.00	12,000.00	1.00	600.00
SP&733	Central Control Unit (8 Channel)	EACH	9,750.00	7.00	68,250.00	0.00	0.00
SP&733	Video Processor, Edge Card Ip (2 Camera)	EACH	5,530.00	22.00	121,660.00	2.00	11,060.00
SP	Traffic Signal Modifications (Rogers)	L.S.	220,460.00	0.00	0.00	1.00	220,460.00
SP	Traffic Signal Modifications (Bentonville)	L.S.	255,575.00	0.00	0.00	1.00	255,575.00
					201,910.00		487,695.00
					Overrun		$285,785.00

Ver: 12/30/2020

Job Name Hwy. 71B Intchng. Impvts. (S) **Route & Section** 49, Section

Job No. BB0903 **FAP No.** NHPP-540-1(78)85 **County** Benton

Changes located Entire Project **Change Order No.** 13

Concurrence By:

	Date	Initials	Remarks
ROGERS CITY MAYOR			
BENTONVILLE CITY MAYOR			

Recommended _____

Steve Lawrence, District Engineer

APPROVED _____

David B. Henning, Construction Engineer

Authorized _____

Rex Vines, Assistant Chief Engineer

Requested _____

David Bushey, Resident Engineer

Ver: 12/30/2020

Traffic Signal Modofication Bentonville	Unit Price	QTY	Unit	Amount
Powder coat poles & arms	$ 55,945.00	1	LS	$ 55,945.00
Deco pole tops, bases and Lums.	$ 68,675.00	1	LS	$ 68,675.00
freight	$ 11,795.00	1	LS	$ 11,795.00
upgrade sys local controller	$ 6,555.00	1	EA	$ 6,555.00
upgrade ccu	$ 18,085.00	2	Ea	$ 36,170.00
deco lum assembly	$ 3,020.00	11	Ea	$ 33,220.00
Handhole modification	$ 900.00	9	Ea	$ 8,100.00
Bentonville totals				**$ 220,460.00**

Traffic Signal Modofication Rogers	Unit Price	QTY	Unit	
Powder coat poles & arms	$ 35,885.00	1	LS	$ 35,885.00
Deco pole tops, bases and Lums.	$ 56,235.00	1	LS	$ 56,235.00
freight	$ 10,475.00	1	LS	$ 10,475.00
upgrade sys local controller	$ 6,555.00	2	EA	$ 13,110.00
upgrade ccu	$ 18,085.00	6	Ea	$ 108,510.00
deco lum assembly	$ 3,020.00	8	Ea	$ 24,160.00
Handhole Modification	$ 900.00	8	Ea	$ 7,200.00
Rogers totals				**$ 255,575.00**

Original Contract items	Unit price	Qty	Ea	Bentonville		Rogers	
				quantity	amount	quantity	amount
Led Luminaire Assembly	600	19	Ea	11	$ 6,600.00	8	$4,800.00
Central Control Unit 8-channel	9750	7	Ea	2	$ 19,500.00	5	$48,750.00
Video Processor Edge Card IP 2 Camera	5530	22	Ea	7	$ 38,710.00	13	$71,890.00
Underrun totals					$ 64,810.00		$125,440.00
NET					**$ 155,650.00**		**$ 130,135.00**

1/4

APAC-Central, Inc.

Doug Luetjen
755 Millsap Road
Fayetteville, AR 72703
Tel: 479 587-3300
Fax: 479 587-2826

February 11, 2021

David Bushey
Arkansas Department of Transportation
3700 Highway 112
Bentonville, Arkansas 72712

Re: AHTD Job #BB0903
I-49 Hwy 71B Interchange

Dear Mr. Bushey,

Enclosed is change order pricing for the decorative lighting items and additional traffic signal equipment for the cities of Bentonville and Rogers for ARDOT project BB0903.
It is imperative that we have a timely reply as to not delay shipping/ordering of these items.
Notes are included below. Pending on approval of this change order, this could affect Project Schedule and the determining the new longest path. This quote is divided into City of Rogers & City of Bentonville.

Please find at the end of the pricing document the cost savings from the underrun of original bid items.

Notes:

- Original Bid Items 01167 "LED Luminaire Assembly" will under-run Plan Quantity. New Items 02006 and 03012 are Decorative LED Luminaire Assemblies requested by Bentonville and Rogers.
- Original Bid Item 01206, "Central Control Unit (8 Channel)" and Item 01207 "Video Processor, Edge Card IP (2 Camera)" will under-run Plan Quantity. New Items 02005 and 03011 will replace the two under-run items.
- Item 02001 is the cost to Powder Coat Paint the galvanized steel traffic signal poles to the City of Rogers Specified Color "Bronze".
- Item 02002 is the cost to provide Decorative Pole Tops, Pole Bases, and Luminaire Arms per City of Rogers Specifications.
- Item 02003 is the cost for loading the galvanized steel traffic signal poles, transporting them to Claremore, OK, and then returning them to the Jobsite in Rogers, AR.
- Item 02004 is the additional cost to Powder Coat Paint the Controller Cabinet Assembly per City of Rogers Specified Color "Bronze".
- Item 03007 is the cost to Powder Coat Paint the galvanized steel traffic signal poles to the City of Bentonville Specified Color "Black".

- Item 03008 is the cost to provide Decorative Pole Tops, Pole Bases, and Luminaire Arms per City of Bentonville Specifications.
- Item 03009 is the cost for loading the galvanized steel traffic signal poles, transporting them to Claremore, OK, and then returning them to the Jobsite in Bentonville, AR.
- Item 03010 is the additional cost to Powder Coat Paint the Controller Cabinet Assembly per City of Bentonville Specified Color "Black".
- Item 02007 and 03013 is the cost to lower Handholes on Poles so Decorative Bases will fit.
- Turn around time for the Powder Coat Painting is estimated at 10 to 12 weeks from notice to proceed.
- Delivery for the Decorative Pole Tops, Pole Bases, and Luminaire Arms is estimated at 12 weeks from notice to proceed.
- Delivery for the Upgraded Local Controllers, and Central Control Units is estimated at 12 to 14 weeks from receipt of approved submittals and order release to manufacturing.
- This quotation is firm for 30 days.

2/4

APAC-Central, Inc.

Doug Luetjen
755 Millsap Road
Fayetteville, AR 72703
Tel: 479 587-3300
Fax: 479 587-2826

If you have any questions or concerns, please call or email me.

Sincerely,

Doug Luetjen
Chief Estimator
APAC-Central
Doug.Luetjen@apac.com
479-652-9840

3/4

CHANGE ORDER PROPOSAL

APAC-Central, Inc.

755 E. Millsap Rd., P.O. Box 9208

Fayetteville, AR 72703

Contact: **Doug Luetjen**

Phone: **479-652-9840**

Email: **DOUG.LUETJEN@APAC.COM**

Quote To:	ArDOT Bentonville 3700 Hwy 112 Bentonville, AR 72712	Job Name:	BB0903-CO Decorative Lights REV 3
		Job Location:	I-49 Interchange BB0903
Phone:			
Email:	David.Bushey@arkansashighways.com		
Attn:	David Bushey	Bid Date:	2/11/2021

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Powder Coat Paint Traffic Sig Poles & Arms	1.00	LSU	35,885.00	35,885.00
20	Decorative Pole Tops, Bases & Luminaire Arms	1.00	LSU	56,235.00	56,235.00
30	Freight & Handling	1.00	LSU	10,475.00	10,475.00
40	Upgrade for Syst. Local Controller (E-Net)	2.00	EA	6,555.00	13,110.00
50	Upgrade for Central Control Unit (8-Channel)	6.00	EA	18,085.00	108,510.00
60	Decorative LED Luminaire Assembly	8.00	EA	3,020.00	24,160.00
65	Lowering Handhold Modification	8.00	EA	900.00	7,200.00
	Rogers, AR Subtotal				**$255,575.00**
70	Powder Coat Paint Traffic Sig. Poles & Arms	1.00	LSU	55,945.00	55,945.00
80	Decorative Pole Tops, Bases, & Luminaire Arms	1.00	LSU	68,675.00	68,675.00
90	Frieght & Handling	1.00	LSU	11,795.00	11,795.00
100	Upgrade for Syst. Local Controller (Fiber)	1.00	EA	6,555.00	6,555.00
110	Upgrade Central Control Unit (8-Channel)	2.00	EA	18,085.00	36,170.00
120	Decorative Luminaire Assemby	11.00	EA	3,020.00	33,220.00
125	Lowering Handhold Modification	9.00	EA	900.00	8,100.00
	Bentonville				**$220,460.00**
GRAND TOTAL					**$476,035.00**

NOTES:

Below is a cost savings summary of underrun bid items on the original contract:
LED Luminaire Assembly.....(-19 EA) = (-$11,400.00)
Central Control Unit 8-Channel.....(-7 EA) = (-$68,250.00)
Video Proc. Edge Card IP 2 Camera.....(-20 EA)= (-$110,600.00)

TOTAL Underrun Savings of ($190,250.00)

See Cover Letter for Additional Details.

Traffic Equipment is estimated to be 12-15 weeks delivery from date of CO Approval.

A/K

Upon approval, this shall affect the schedule of BB0903.

Sincerely,

Doug Luetjen
Chief Estimator

Accepted this date of _____, 2021.

By: _____

Title: _____

February 28, 2020

Mr. David Bushey
Resident Engineer 94
Arkansas Department of Transportation
3700 Hwy 112
Bentonville, AR 72712

RE: Job BB0903
Hwy 71B Interchange Improvements (S)
Benton County
Route 49 Section 29
F.A.P. #NHPP-540-1(78)85
Request for Change Order
Signal Items at Moberly Intersection

Dear Mr. Bushey,

Please accept this letter as the City's request for pricing a change order to include decorative signal items and the City of Bentonville's standard traffic signal equipment at the intersection of Hwy 71B / Moberly Ln, on the above referenced project. Attached you will find our latest details for the items related to this signalized intersection. The City Of Bentonville understands that if this change is acceptable to both the City and ARDOT, then funding of this change will be the responsibility of the City.

Thank you for your consideration and if you have any questions or comments please call or e-mail me at 479-271-5964 or dbirge@bentonvillear.com.

Sincerely,

[redacted]

Dennis Birge
Transportation Director
City Of Bentonville

ATTACHMENT NO. 2, PAGE 1/2
TO ACCOMPANY
CHANGE ORDER NO. 13
JOB NO. BB0903
FAP NHPP-540-1(78)85
COUNTY BENTON

James, Jason G.

From: Kemp Jaime [redacted]
Sent: Thursday, January 30, 2020 12:04 PM
To: Bushey, David
Cc: Archer, Mitchell L.; James, Jason G.; Brightwell, Jarrod M.
Subject: 71b Interchange - Decorative Street Lights and Traffic Signals (ARDOT #BB0903)
Attachments: 2222-19-12960-7 DWG20207.pdf

CAUTION: This email originated from outside of ARDOT. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David,

Per our discussion earlier this month regarding the cost estimate for changing out the street lights and traffic signals to the decorative style, please find the attached spec sheet for the decorative street lights and the information below for the traffic signals.

Controller to match ornamental top/base finish and color
Pole, Mast arm, and Luminaire arm to match ornamental top/base finish and color
PELCO PB-5315-P39 Ornamental Pole Top, Bronze
PELCO PB-5355-P39 Ornamental Pole Base, Bronze
PELCO AP-7501-136W-60LED-4K-UNV-7P-T3PL-SHA-P39 Luminaire, Harrisburg Teardrop, 136W 60 LED, 120-277V 7 Pin w/out Photo Cell, w/ Type III Poly Globe, No Shade, Bronze
Milbank CP3A5111VCGBSP1 (bronze, includes battery backup and generator hookup) service point with photocell

We would like to get the change order process started pretty quickly as I understand there is a 3-4 month lead time on materials.

Let me know if you require any additional information.

ROGERS
Jaime Kemp | Project Manager
Dept. of Community Development
City of Rogers | www.rogersar.gov
301 West Chestnut
Rogers, AR 72756
(479) 621-1186

ATTACHMENT NO. 2, PAGE 2/2
TO ACCOMPANY
CHANGE ORDER NO. 13
JOB NO. BB0903
FAP NHPP-540-1(78)85
COUNTY BENTON

From: Bushey, David [redacted]
Sent: Friday, January 24, 2020 8:16 AM
To: Kemp Jaime [redacted]
Cc: Archer, Mitchell L. [redacted] James, Jason G. [redacted] Brightwell, Jarrod M. [redacted]
Subject: RE: 71b Interchange - Stamped Colored Concrete (ARDOT #BB0903)

1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION RELATED TO CERTAIN TRAFFIC SIGNAL ITEMS.

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 Arkansas Department of Transportation to fund $155.650.00 for the installation of certain traffic signal items as per Change Order #13 of the BB0903 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 _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK