Revised Agenda: Revision to title of item 2f on pages 4 and 8.

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.

Committee of the Whole — **Monday, April 12, 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 April 12, 2021:**
https://us02web.zoom.us/webinar/register/WN_dPmZDjCrRMqzyDTKa8RAcA

Regular City Council Meeting — **Tuesday, April 13, 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 April 13, 2021:**
https://us02web.zoom.us/webinar/register/WN_dofcqlycTtKdC7u7q2YbIg

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 30, 2021

AGENDA

1. 2020 Financial Update – Jake Harper, Finance Director. **(Monday Night Only)**

2. Planning:

2a. **Property Line Adjustment: Lots 1 & 2 Donald Addition, Mayer, Don & Mary A Trustees, SW Barron Road & South Vaughn Road, A-1, Agricultural.**

(Pages 11-13)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of un-platted section land, creating new Lot 1, (+/- 28.20 acres) and Lot 2, (+/- 24.84 acres) of Donald Addition. The plat dedicates right-of-way along SW Barron Road to meet the requirements of the Master Street Plan. The plat dedicates utility easements to serve the lot with public utilities.

2b. **Rezoning: Westpark Properties, LLC, 408 S Main Street, From DE, Downtown Edge to DC, Downtown Core.**

(Pages 14-19)

The Planning Commission voted 6-0, 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 pedestrian traffic and support street life with uses 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 uses.

The property is 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).

The Bentonville Community Plan designates this Downtown Bentonville Character Area as part of the South Gateway. This encourages continued support of S Main as a secondary entry to Downtown, with a mix of commercial, public, and residential uses.

2c. **Rezoning: Vandiver, 707 SE C Street, From R-1, Single-Family Residential to DE, Downtown Edge.**

(Pages 20-25)

The Planning Commission voted 6-0, 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 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.

This property is located 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).

The Bentonville Community Plan designates this as part of the 8th Street Cultural Character Area, which is to create a strong link to Downtown Bentonville and build upon on-going investment in education, hospitality, and arts facilities.

2d. **Rezoning: Matteri, 305, 307, 309 North Main, From R-1, Single-Family Residential to DE, Downtown Edge.**

(Pages 26-33)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential, which includes townhouse or duplex residential properties and may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This property is located 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).

The Bentonville Community Plan designates this as Part of the Downtown Neighborhood Subarea Plan, which identifies this property as DN-2, Medium Density Residential.

2e. **Rezoning: Vandiver, 701-703 SE 4th Street, From R-1, Single-Family Residential to DN-4, Mixed-Use Residential.**

(Pages 34-39)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as High Density Residential. High Density Residential areas include apartments, condominium buildings, senior housing, and group living. They tend to have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

The property is located 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).

The Bentonville Community Plan designates this as Part of the Downtown Neighborhood Subarea Plan, which identifies this property as DN-3, High-Density Residential.

2f. **Rezoning: Pagan, Inc, SE 28th Street, From A-1, Agricultural to R-2, Duplex and Patio Home Residential and R-3, Medium-Density Residential.**

(Pages 40-56)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as High-Density Residential. These areas include apartments, condominiums, and other types of group living. These areas typically contain at least 12 units per acre, and may include integrated commercial amenities for residents.

This property is located within Priority Area 2, Infill, of the Community Plan. The Infill Priority Area is estimated to accommodate approximately 31,000 new residents by 2035. The Plan states that Bentonville's anticipated growth over the next 20 years can be accommodated with infill opportunity sites like this one.

2g. **Planned Unit Development Amendment: Walmart Campus, SE 8th Street, SE J Street, SE 14th Street, and Martin Luther King Junior Parkway.**

(Pages 57-120)

The Planning Commission voted 6-0, recommending approval.

The applicant revises their PUD to include a conceptual layout for Zone 2 of the Walmart campus, which includes the Fitness Center, a parking deck, and a surface parking lot. The revision also includes a conceptual layout for a coffee shop located within Zone 4 of the campus.

This property is the future site of the Walmart Home Office Campus. The property is generally bounded by E Central Avenue to the north, SE Martin Luther King Junior Parkway and SE Moberly Lane to the east, SE 14th Street to the south, and SE J Street to the west. Vicinity maps and streetscape layouts are included in the Planned Unit Development packet.

The campus includes a total of 13 commercial buildings, 13 parking decks, and 10 surface parking lots. The development is divided into five zones to be constructed in three phases. Depictions of each of the zones and a phasing plan are included within the packet. The development provides a total of 11,255 parking spaces. The Planned Unit Development depicts 15-foot setbacks along SE J Street and SE 14th Street, 10-foot setbacks along MLK, and 0-foot setbacks along SE 8th Street. The development depicts a total of 108 acres of open space, or 47% of the project area. The development provides a variety of materials such as architectural metal panel, wood finish, brick, glass, and precast concrete panels.

Currently zoned I-2 Heavy Industrial, R-3 Medium-Density Residential, R-O, Residential Office, and C-2, General Commercial. Adjacent zoning districts include R-1, R-4, C-2, and C-1 to the north, R-1, R-3, C-2, and C-1 to the east, R-1, R-O, and C-2 to the south, and R-O, C-1, C-2, R-1, I-2, and PUD to the west.

3. Utility Board:

3a. Bid award to Hansen's Tree service in the amount of $585/hour for green waste grinding at the Compost Facility. The contract term will be for (3) years, renewable annually thereafter in one year increments for a maximum term of five years. The Utility Board voted 4-0 in favor of awarding this bid to Hansen's Tree Service on March 23, 2021. **(Pages 121-166)**

3b. Bid award for IFB-21-08 to Brenntag Mid-South for Praestol FLX cationic polymer at $1.85/pound. This product is used in the solids dewatering process at the Bentonville Water Resource Recovery Facility. IFB-21-08 pricing agreement is for a (2) year term, renewable annual option for (3) additional years for a maximum term of (5) years. The Utility Board voted 4-0 on March 23, 2021 in favor of awarding this bid to Brenntag Mid-South. **(Pages 167-182)**

3c. Resolution authorizing the Mayor and City Clerk to amend an agreement with TOP Engineering and add construction observation related to the Priority 1 Fiber project for $64,050.00. This was approved at Utility Board 4-0. **(Pages 183-189)**

4. Resolution authorizing the Mayor and City Clerk to enter into an agreement wth BKD, LLC to provide Agreed-Upon Procedure Services related to the AEP bill for services during February 2021. This agreement will allow the City and BKD to begin the process of verifying the fuel charge passed through AEP to the Bentonville Electric Utility. The City will be working with Chad Moore of the BKD Oklahoma City office for these services since it requires a team with a specialty in electric transmission. This item will be presented to the Utility Board on Tuesday, April 13, 2021. **(Pages 190-199)**

5. Resolution setting a public hearing for April 27, 2021 for a Street Right of Way Vacation requested by Walmart Realty Co. for multiple parcels along SE P Street between SE 5th Street and SE 8th Street (VAC21-0005). **(Pages 200-202)**

6. Resolution declaring a surplus request for (30) Glock .40 caliber handguns. These firearms are set for replacement/transition with the new Generation 5 models with night sights can be sourced from Galls, LLC of Springdale (a federally licensed firearms dealer) for approximately $428.50 each. Upon surplus, these (30) weapons can be traded in for an approximate $225 credit each. This trade in and new replacement program will equip our officers with newer and more reliable handguns at a minimal expense and is a responsible disposition of retired weapons. The surplused firearms and serial numbers include: (1) Glock 22 .40 cal, BDNG555 (2) Glock 22 .40 cal, BDNG557, (3) Glock 22 .40 cal, BDNG561, (4) Glock 22 .40 cal, BDNG563, (5) Glock 22 .40 cal, BDNG552, (6) Glock 22 .40 BDNG553, (7) Glock 23.40 cal, BECY288, (8) Glock 22 .40 cal, BEKV723, (9) Glock 22 .40 cal, BFAV865, (10) Glock 23. 40 cal, BFAV867, (11) Glock 22 .40 cal, BFAV869, (12) Glock 22 .40 cal, BGGZ991, (13) Glock 22 .40 cal, BHAM000, (14) Glock 22 .40 cal, BKRY255, (15) Glock 22 .40 cal, BKRY256, (16) Glock 22 .40,

UXF963, (17) Glock 22 .40, WDH886, (18) Glock 22 .40, WHX800, (19) Glock 22 .40 cal, WHX801, (20) Glock 22 .40 cal, WHX805, (21) Glock 22 .40 cal, WHX807, (22) Glock 22 .40, XXV828, (23) Glock 22 .40, XXV833, (24) Glock 22 .40, YDN772, (25) Glock 22 .40 cal, YDN776, (26) Glock 22 .40 cal, YDN782, (27) Glock 22 .40 cal, BFFT560, (28) Glock 22 .40 cal, WHX806, (29) Glock 22 .40 cal, WHX808, (30) Glock 22 .40 cal, XXV827. See attached proposal. **(Pages 203-205)**

7. Bid Award to Clark Equipment Co. DBA Bobcat of NWA for a lease in the amount of $1000 per month on a New Holland B95 Backhoe. This lease is for 24 months and will be a replacement for a Case 580 SN backhoe that was purchased in 2014 and has been plagued with mechanical issues. The cost to finish out the rest of 2021 is $8,000. Please see attached memo. **(Pages 206-220)**

8. Reappointment of Aubrey Patterson as the ex-officio member to the Airport Advisory Board. Mrs. Patterson's term will expire on December 31, 2024. **(Pages 221-222)**

9. Resolution regarding COVID-19 and mitigation measures (proposed by Council Member Agnew). **(Pages 223-225)**

City Council Agenda Items
For City Council Meeting of April 13, 2021
From the April 6, 2021 Planning Commission Meeting

Property Line Adjustment: Lots 1 & 2 Donald Addition, Mayer, Don & Mary A Trustees, SW Barron Road & South Vaughn Road, A-1, Agricultural.

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of un-platted section land, creating new Lot 1, (+/- 28.20 acres) and Lot 2, (+/- 24.84 acres) of Donald Addition. The plat dedicates right-of-way along SW Barron Road to meet the requirements of the Master Street Plan. The plat dedicates utility easements to serve the lot with public utilities.

Rezoning: Westpark Properties, LLC, 408 S Main Street, From DE, Downtown Edge to DC, Downtown Core.

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Consent Agenda Items

For Planning Commission meeting of April 6, 2021

Reviewer: Tyler Overstreet, AICP, Planning Services Manager

- At the Technical Review meeting held on March 30, 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: Lots 1-2, Donald Addition, Mayer, SW Barron Road and S Vaughn Road, A-1, Agricultural, *PLA21-0008*

A property line adjustment of un-platted section land, creating new Lot 1, (+/- 28.20 acres) and Lot 2, (+/- 24.84 acres) of Donald Addition. The plat dedicates right-of-way along SW Barron Road to meet the requirements of the Master Street Plan. The plat dedicates utility easements to serve the lot with public utilities.

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

Large Scale Development: Walmart Campus Zone 4, Walmart Stores, Inc., SE 8th Street, PUD, Planned Unit Development, *LSD21-0006*

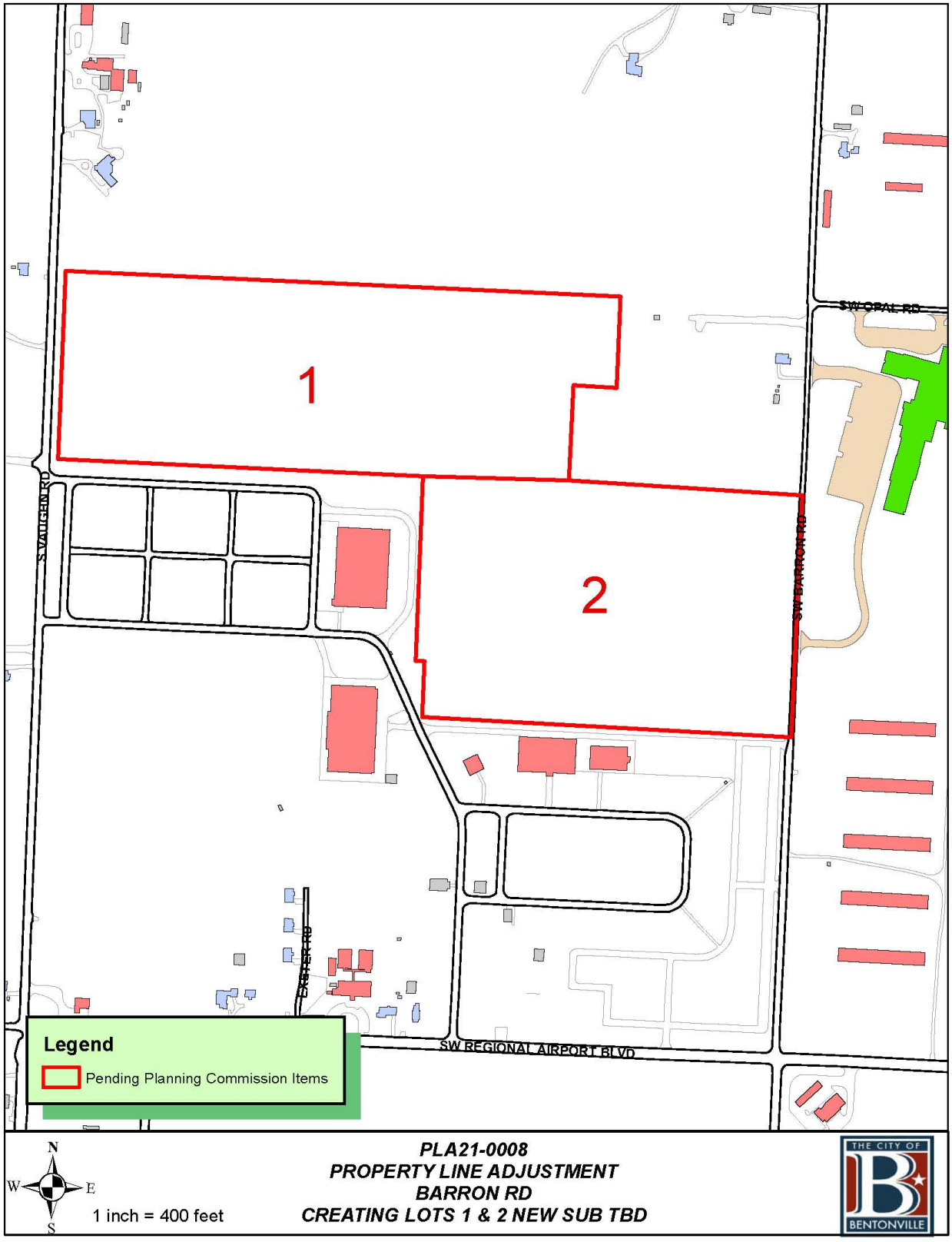
A large-scale development proposing the construction of the fourth zone of the Walmart Campus development. Zone 4 includes 3 parking decks, 3 surface parking lots, a coffee shop, three office buildings, and an auditorium, conference, and training center. The development is constructed in accordance with the Walmart Campus PUD (PUD20-0002).

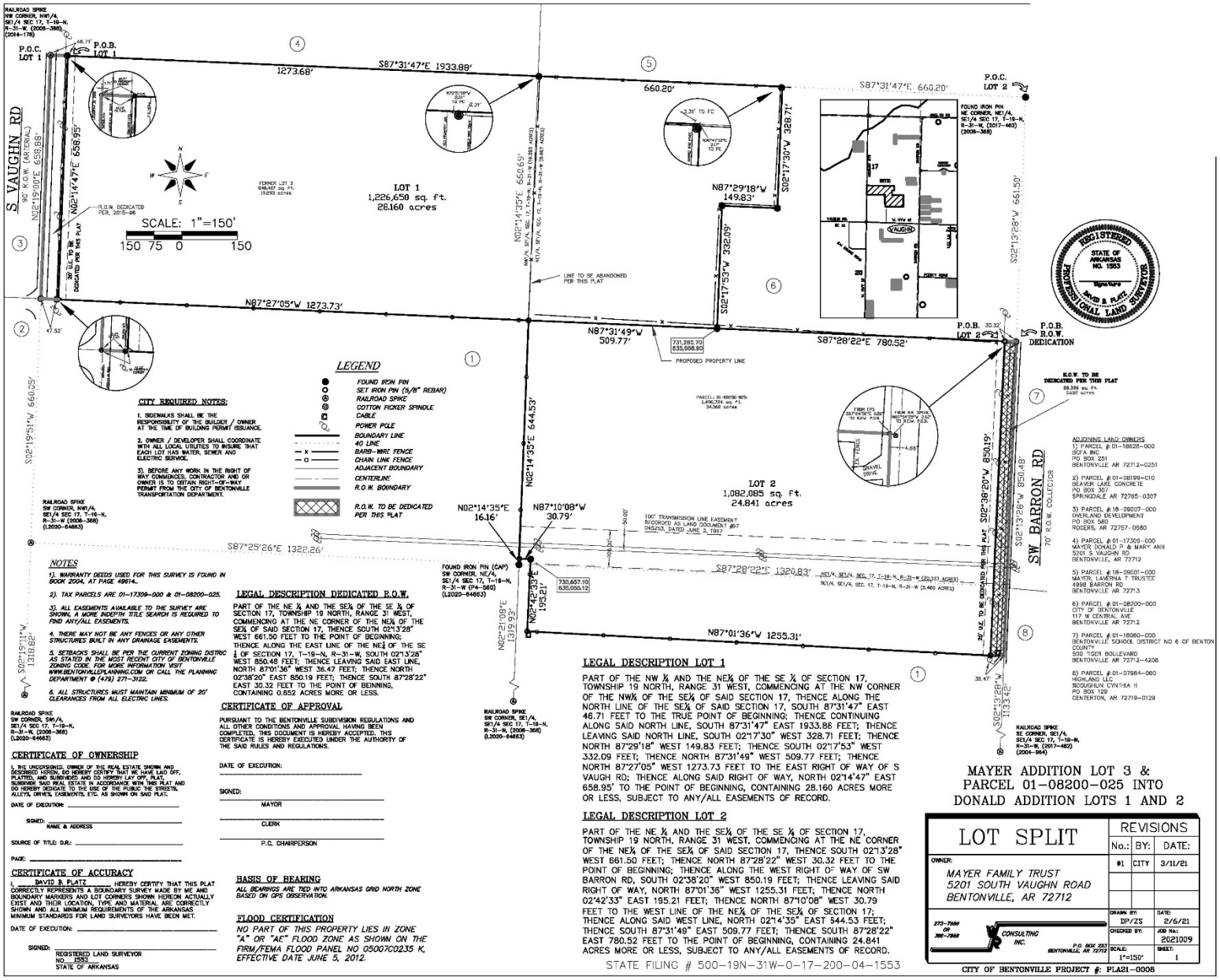
(Please click on this link to access the vicinity map for this item: https://arcg.is/08HvK8)

Large Scale Development: Walmart Campus Zone 5, Walmart Stores, Inc., SE 10th Street, PUD, Planned Unit Development, *LSD21-0010*

A large-scale development proposing the construction of the fifth zone of the Walmart Home Office development. The development is constructed in accordance with the previously approved Walmart Campus PUD. The development provides landscaping in accordance with the requirements of the Land Development Code.

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


1
2
S VAUGHN RD
SW BARRON RD
SW ORAL RD
EASTER RD
SW REGIONAL AIRPORT BLVD
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 400 feet
PLA21-0008
PROPERTY LINE ADJUSTMENT
BARRON RD
CREATING LOTS 1 & 2 NEW SUB TBD
THE CITY OF
BENTONVILLE


S VAUGHN RD
SW BARRON RD
P.O.C. LOT 1
P.O.B. LOT 1
P.O.C. LOT 2
P.O.B. LOT 2
P.O.B. R.O.W. DEDICATION
S87°31'47"E 1933.88'
S87°31'47"E 660.20'
N87°29'18"W 149.83'
S02°17'53"W 332.09'
S02°17'30"W 328.71'
S02°13'28"W 661.50'
N87°27'05"W 1273.73'
N87°31'49"W 509.77'
S87°28'22"E 780.52'
S02°19'51"W 660.05'
N02°14'35"E 644.53'
N87°10'08"W 30.79'
N02°14'35"E 16.16'
S87°25'26"E 1322.26'
S87°28'22"E 1320.83'
N87°01'36"W 1255.31'
S02°13'28"W 850.19'
S02°13'28"W 850.48'
S02°13'28"W 1133.42'
N02°14'47"E 658.95'
N02°19'00"E 658.88'
N02°14'35"E 660.65'
N02°22'33"E 195.21'
N02°21'08"E 1319.73'
S02°19'11"W 1318.82'
SCALE: 1"=150'
150 75 0 150
LOT 1
1,226,650 sq. ft.
28.160 acres
LOT 2
1,082,085 sq. ft.
24.841 acres
LINE TO BE ABANDONED PER THIS PLAT
PROPOSED PROPERTY LINE
731,280.70
635,668.90
730,687.10
635,055.12
10CT TRANSMISSION LINE EASEMENT RECORDED AS LAND DOCUMENT #07 O45253, DATED JUNE 3, 1907
R.O.W. DEDICATED PER, 2015-96
R.O.W. TO BE DEDICATED PER THIS PLAT
FOUND IRON PIN NE CORNER, NE1/4, SE1/4 SEC 17, T-19-N, R-31-W, (2017-462) (2006-368)
FOUND IRON PIN (CAP) SW CORNER, NE1/4, SE1/4 SEC 17, T-19-N, R-31-W (P4-560) (L2020-64653)
RAILROAD SPIKE NW CORNER, NW1/4, SE1/4 SEC 17, T-19-N, R-31-W (2006-368) (2014-178)
RAILROAD SPIKE SW CORNER, NW1/4, SE1/4 SEC 17, T-19-N, R-31-W (2006-368) (L2020-64653)
RAILROAD SPIKE SW CORNER, SW1/4, SE1/4 SEC 17, T-19-N, R-31-W (2006-368) (L2020-64653)
RAILROAD SPIKE SW CORNER, SE1/4, SE1/4 SEC 17, T-19-N, R-31-W (2006-368) (L2020-64653)
RAILROAD SPIKE SE CORNER, SE1/4, SE1/4 SEC 17, T-19-N, R-31-W (2017-462) (2004-964)
FOUND IRON PIN SET IRON PIN (5/8" REBAR) RAILROAD SPIKE COTTON PICKER SPINDLE CABLE POWER POLE BOUNDARY LINE 40 LINE BARB-WIRE FENCE CHAIN LINK FENCE ADJACENT BOUNDARY CENTERLINE R.O.W. BOUNDARY R.O.W. TO BE DEDICATED PER THIS PLAT
LEGEND
CITY REQUIRED NOTES:
1. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER / OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
2. OWNER / DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
3). 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.
NOTES
1). WARRANTY DEEDS USED FOR THIS SURVEY IS FOUND IN BOOK 2004, AT PAGE 49814.
2). TAX PARCELS ARE 01-17309-000 & 01-08200-025.
3). ALL EASEMENTS AVAILABLE TO THE SURVEY ARE SHOWN. A MORE INDEPTH TITLE SEARCH IS REQUIRED TO FIND ANY/ALL EASEMENTS.
4. THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
5. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFORMATION VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ (479) 271-3122.
6. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
CERTIFICATE OF OWNERSHIP
I, THE UNDERSIGNED, OWNER OF THIS 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 & ADDRESS
SOURCE OF TITLE: D.R.:
PAGE:
CERTIFICATE OF ACCURACY
I, DAVID B. PLATZ 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. 1553
STATE OF ARKANSAS
LEGAL DESCRIPTION DEDICATED R.O.W.
PART OF THE NE ¼ AND THE SE¼ OF THE SE ¼ OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, COMMENCING AT THE NE CORNER OF THE NE¼ OF THE SE¼ OF SAID SECTION 17, THENCE SOUTH 02°13'28" WEST 661.50 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF THE NE¼ OF THE SE ¼ OF SECTION 17, T-19-N, R-31-W, SOUTH 02°13'28" WEST 850.48 FEET; THENCE LEAVING SAID EAST LINE, NORTH 87°01'36" WEST 36.47 FEET; THENCE NORTH 02°38'20" EAST 850.19 FEET; THENCE SOUTH 87°28'22" EAST 30.32 FEET TO THE POINT OF BEINNING, CONTAINING 0.852 ACRES MORE OR LESS.
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:
MAYOR
CLERK
P.C. CHAIRPERSON
BASIS OF BEARING
ALL BEARINGS ARE TIED INTO ARKANSAS GRID NORTH ZONE BASED ON GPS OBSERVATION.
FLOOD CERTIFICATION
NO PART OF THIS PROPERTY LIES IN ZONE "A" OR "AE" FLOOD ZONE AS SHOWN ON THE FIRM/FEMA FLOOD PANEL NO 05007C0235 K, EFFECTIVE DATE JUNE 5, 2012.
LEGAL DESCRIPTION LOT 1
PART OF THE NW ¼ AND THE NE¼ OF THE SE ¼ OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, COMMENCING AT THE NW CORNER OF THE NW¼ OF THE SE¼ OF SAID SECTION 17, THENCE ALONG THE NORTH LINE OF THE SE¼ OF SAID SECTION 17, SOUTH 87°31'47" EAST 46.71 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 87°31'47" EAST 1933.88 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 02°17'30" WEST 328.71 FEET; THENCE NORTH 87°29'18" WEST 149.83 FEET; THENCE SOUTH 02°17'53" WEST 332.09 FEET; THENCE NORTH 87°31'49" WEST 509.77 FEET; THENCE NORTH 87°27'05" WEST 1273.73 FEET TO THE EAST RIGHT OF WAY OF S VAUGH RD; THENCE ALONG SAID RIGHT OF WAY, NORTH 02°14'47" EAST 658.95' TO THE POINT OF BEGINNING, CONTAINING 28.160 ACRES MORE OR LESS, SUBJECT TO ANY/ALL EASEMENTS OF RECORD.
LEGAL DESCRIPTION LOT 2
PART OF THE NE ¼ AND THE SE¼ OF THE SE ¼ OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 31 WEST, COMMENCING AT THE NE CORNER OF THE NE¼ OF THE SE¼ OF SAID SECTION 17, THENCE SOUTH 02°13'28" WEST 661.50 FEET; THENCE NORTH 87°28'22" WEST 30.32 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WEST RIGHT OF WAY OF SW BARRON RD, SOUTH 02°38'20" WEST 850.19 FEET; THENCE LEAVING SAID RIGHT OF WAY, NORTH 87°01'36" WEST 1255.31 FEET; THENCE NORTH 02°42'33" EAST 195.21 FEET; THENCE NORTH 87°10'08" WEST 30.79 FEET TO THE WEST LINE OF THE NE¼ OF THE SE¼ OF SECTION 17; THENCE ALONG SAID WEST LINE, NORTH 02°14'35" EAST 544.53 FEET; THENCE SOUTH 87°31'49" EAST 509.77 FEET; THENCE SOUTH 87°28'22" EAST 780.52 FEET TO THE POINT OF BEGINNING, CONTAINING 24.841 ACRES MORE OR LESS, SUBJECT TO ANY/ALL EASEMENTS OF RECORD.
STATE FILING # 500-19N-31W-0-17-200-04-1553
REGISTERED STATE OF ARKANSAS NO. 1553 PROFESSIONAL LAND SURVEYOR
David B. Platz
R.O.W. TO BE DEDICATED PER THIS PLAT 89,395 sq. Ft. 2.052 acres
ADJOINING LAND OWNERS
1) PARCEL # 01-18628-000 SEVA INC PO BOX 251 BENTONVILLE AR 72712-0251
2) PARCEL # 01-08199-010 SEAVER LAKE CONCRETE PO BOX 307 SPRINGDALE AR 72765-0307
3) PARCEL # 18-09007-000 OVERLAND DEVELOPMENT PO BOX 580 ROGERS, AR 72757-0580
4) PARCEL # 01-17309-000 MAYER DONALD P & MARY ANN 5201 S VAUGHN RD BENTONVILLE, AR 72712
5) PARCEL # 18-09001-000 MAYER, LAWRNA T TRUSTEE 4998 BARRON RD BENTONVILLE AR 72713
6) PARCEL # 01-08200-000 CITY OF BENTONVILLE 117 W CENTRAL AVE BENTONVILLE AR 72712
7) PARCEL # 01-18080-000 BENTONVILLE SCHOOL DISTRICT NO 6 OF BENTON COUNTY 500 TIGER BOULEVARD BENTONVILLE AR 72712-4208
8) PARCEL # 01-07984-060 HIGHLAND LLC MCDOUGHLIN CYNTHIA H PO BOX 129 CENTERTON, AR 72719-0129
MAYER ADDITION LOT 3 & PARCEL 01-08200-025 INTO DONALD ADDITION LOTS 1 AND 2
LOT SPLIT
REVISIONS
No.: BY: DATE:
#1 CITY 3/11/21
OWNER:
MAYER FAMILY TRUST
5201 SOUTH VAUGHN ROAD
BENTONVILLE, AR 72712
DRAWN BY: DP/ZS
DATE: 2/6/21
CHECKED BY:
JOB No.: 2021009
SCALE: 1"=150'
SHEET: 1
273-7980 OR 366-7980
CONSULTING INC.
P.O. BOX 233 BENTONVILLE, AR 72712
CITY OF BENTONVILLE PROJECT #: PLA21-0008

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 1 & 2 DONALD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0008).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 1 & 2 Donald Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on April 6, 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 1 & 2 Donald 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 13th day of April, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

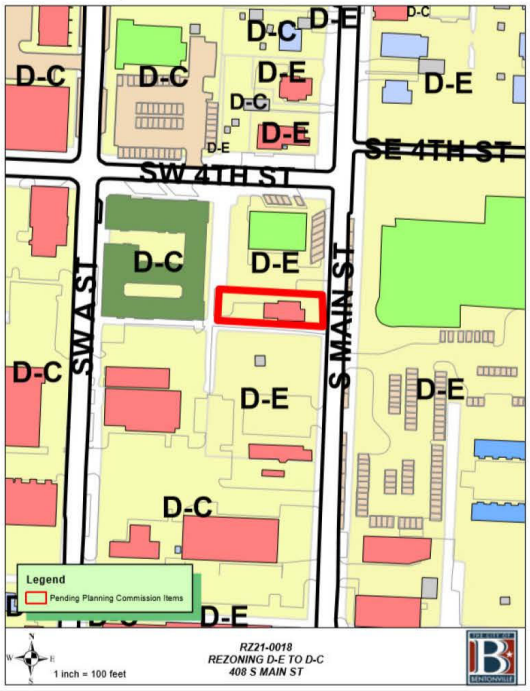
Westpark Properties, LLC

408 S Main Street
PC Date: 4/6/2021
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0018
Applicant / Current Owner	Westpark Properties, LLC
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 408 S Main Street, north of Train Station Park. Surrounding zoning districts are DE, Downtown Edge to the north, east, and south, and D-C, Downtown Core to the west.

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 pedestrian traffic and support street life with uses 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 uses.

The property is 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).

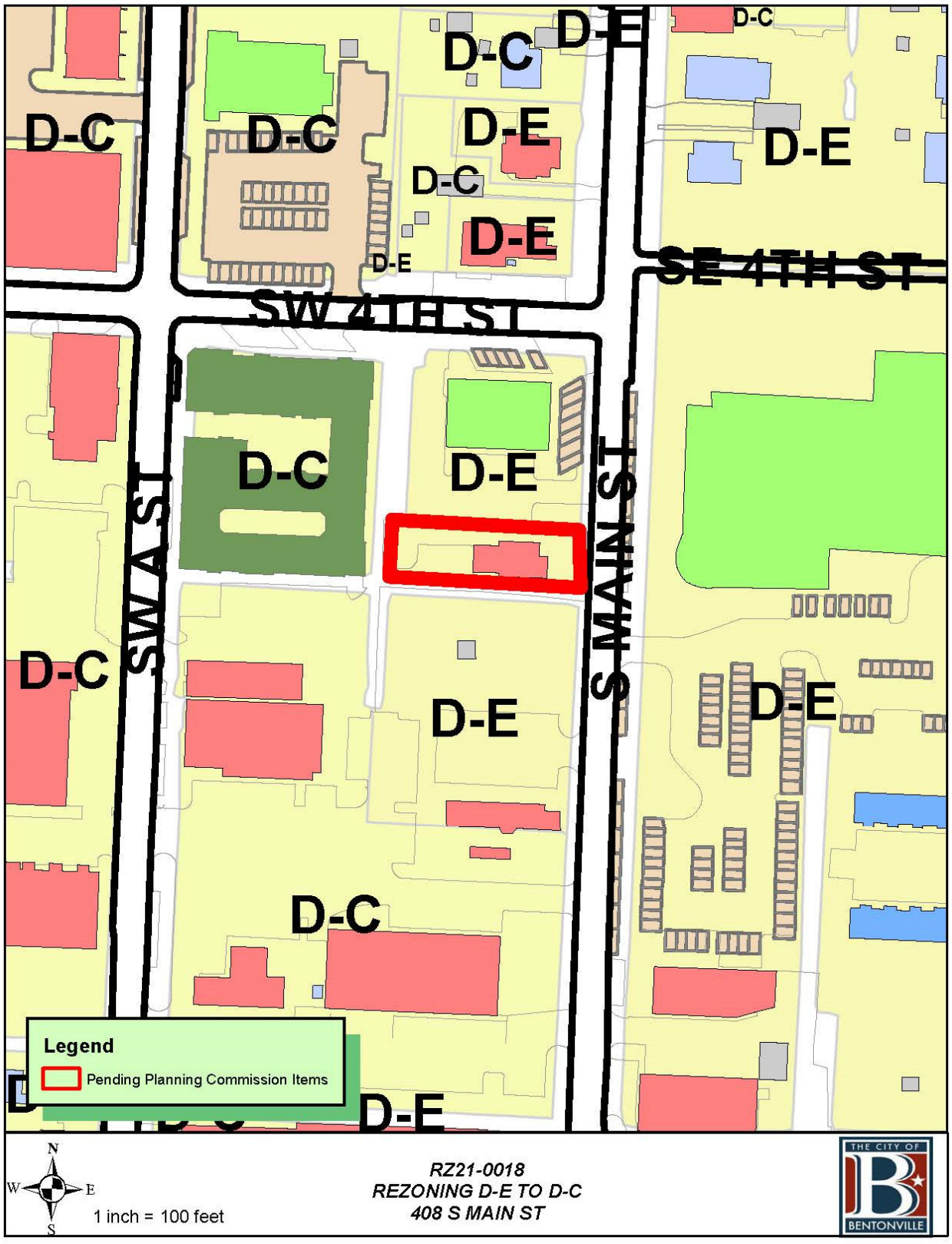
The Bentonville Community Plan designates this Downtown Bentonville Character Area as part of the South Gateway. This encourages continued support of S Main as a secondary entry to Downtown, with a mix of commercial, public, and residential uses.

Public Comment
Staff has not received public comment regarding this 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, the intent of the requested rezoning is to develop a project that would provide amenities to the public using the Downtown Trail, Train Station Park and the Library. A rezone to DC is compatible with this area being part of the South Gateway Downtown Character Area Plan.

Conclusion
The Future Land Use Plan, the South Gateway Downtown Character Area Plan, and surrounding land uses all support the rezoning request.

Staff recommends approval of the rezoning request.


D-C
D-E
SW 4TH ST
SE 4TH ST
SW A ST
S MAIN ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
RZ21-0018
REZONING D-E TO D-C
408 S MAIN ST
THE CITY OF
BENTONVILLE

Westpark Properties, LLC, a local real estate investment group, has recently acquired 408 S Main Street, parcel number 01-04222-000 (.19 acres) which is located directly on the heavily used Downtown Trail. It is across Main Street from the Bentonville Library and immediately adjacent to Train Station Park. The Property is currently zoned D-E, Downtown Edge, with the present use as an office and apartment. 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).

Westpark Properties, LLC is in the preliminary stage of planning a redevelopment of this property. With the development of the Ledger and the Motto hotel a block away, we anticipate the pedestrian traffic to continue to increase. It is Westpark's intent to develop a project that would provide amenities to the public using the Downtown Trail, Train Station Park and the Library.

Other commercial properties directly adjacent to 408 S Main include The Briq On Fourth Street apartments and retail and the Rope Hounds retail store. Both of these properties are zoned D-C. Other than the City owned properties, 408 S Main St. is surrounded by D-C zoning.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DC, Downtown Core

The Downtown Core comprises that area of the Bentonville Square and extends those urban characteristics along the primary downtown street of SW A Street to Highway 102. The intent of this zone is to maintain and expand the pedestrian oriented character of the town square. The physical form is of an urban character with uses that promote retail and entertainment venues with upper story residential uses permitted. Mixed use is defined as vertical mixed use with commercial and retail on the first floor and office and residential on the upper floors. Buildings are spaced closely or attached.

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

Minimum Height Required: 20 feet

Maximum Height Allowed: 80 feet

Lot and Area Standards:

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

Setback Standards:

District	Building type	Front Yard		Side Yard		Rear			
						Adjacent to Residential		Adjacent to Non-residential	
		Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
DC	Residential	-	20′	0′	-	0′	-	0′	-
	Nonresidential	-	0′	0′	-	0′	-	0′	-

Encroachment Standards:

District	Min. height clearance	Min. setback adjacent to a primary street	Min. setback adjacent to a secondary street
DC	8′	2′	2′

Applicable to encroachments such as canopies, awnings and balconies.

Updated 02-11-20

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
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DC, Downtown Core

ALLOWED BY RIGHT

Agriculture and Animals
Animal - domestic or household
Community garden

Residential
Dwelling - condominium
Dwelling - multi-family
Dwelling - townhouse or rowhouse
Home occupation - type b

Recreation, Education & Assembly
Aquarium
Commercial recreation facility - indoor
Community Center
Conference / convention center
Cultural studio
Event center
Library
Museum
Park - mini
Park - neighborhood

Services
Adult day care
ATM machine
Auction house
Child care - commercial
Child care - residential (4 children)
Copy services
Financial institution
Governmental services facility
Lodging - hotel / motel
Medical services - doctor office
Medical services - laboratory
Medical services - urgent care clinic
Office - small scale (≤ 4,000 gsf)
Office - large scale (≥ 4,000 gsf)
Personal services
Postal services
Repair services - household

Retail
Artisan shop
Bakery
Bar, lounge or tavern
Convenience store
Medical marijuana dispensary
Outdoor vending - private property
Outdoor vending - public right-of-way
Pharmacy
Restaurant
Retail - small scale (≤ 4,000 gsf)
Retail - large scale (≥ 4,000 gsf)
Sidewalk café in public right-of-way

Industrial and Warehousing
Medical marijuana cultivation facility

Transportation / Utilities
Broadcasting studio
Parking facility (as principal use)

CONDITIONAL

Agriculture and Animals
Urban farm

Recreation, Education & Assembly
Arena / auditorium
Educational facility
Outdoor music venue
Religious facilities

Services
Lodging - bed & breakfast
Office/warehouse
Public safety services

Retail
Convenience store that sells beer and/or light wine for off-site consumption
Convenience store that sells beer, light wine/and or spirits for off-site consumption within 500 ft. of a city owned park or trail
Outdoor vendor park
Restaurant, microbrewery

Transportation / Utilities
Transportation facilities excluding airports
Utility facility
Wireless communication facility (cell tower)

Other
Temporary uses

ACCESSORY

Residential
Dwelling - accessory
Home occupation - type a

Transportation / Utilities
Solar energy system
Wind energy system, small

Other
Building, accessory - nonresidential

Updated 02-11-20

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: RZ21-0018).

WHEREAS, Westpark Properties, 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 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 8 Block 1 Smartts Addition to Bentonville, Benton County, AR as shown on Plat Record Book G Page 243, recorded in the Benton County Clerk's Office, Bentonville, Arkansas; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 6, 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 13th day of April, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

REZONING STAFF REPORT

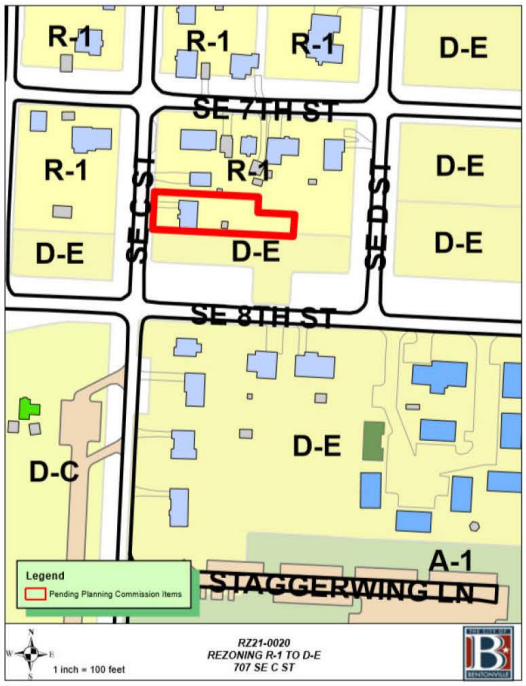
Vandiver (C Street)

707 SE C Street
PC Date: 4/6/2021
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0020
Applicant / Current Owner	Richard Vandiver
Site Area	+/- 0.28 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DE, Downtown Edge
Future Land Use Map Designation	Downtown Commercial (DT)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 707 SE C Street, northeast of the Thaden School. Adjacent zoning districts are R-1, Single-Family Residential to the north, east and west and DE, Downtown Edge to the south.

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 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.

This property is located 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).

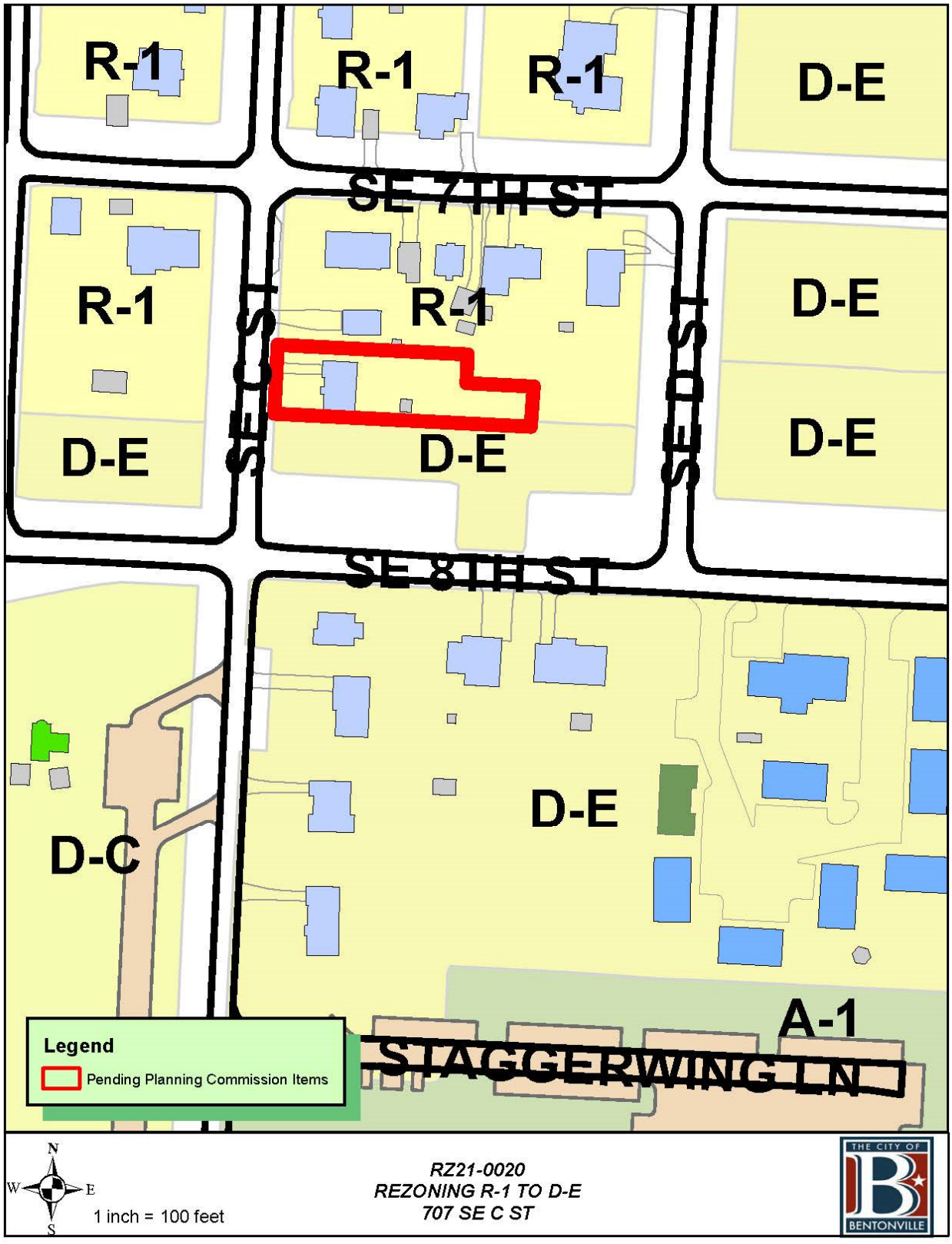
The Bentonville Community Plan designates this as part of the 8th Street Cultural Character Area, which is to create a strong link to Downtown Bentonville and build upon on-going investment in education, hospitality, and arts facilities.

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, the intent of the requested rezoning is to have an office in the existing structure. A rezone to DC is compatible with the goals of the 8th Street Character Area Plan.

Conclusion
The Future Land Use Plan, the 8th Street Character Area Plan, and surrounding land uses all support the rezoning request.

Staff recommends approval of the rezoning request.


R-1
R-1
R-1
D-E
SE 7TH ST
R-1
R-1
D-E
D-E
D-E
D-E
SE C ST
SE E ST
SE 8TH ST
D-C
D-E
A-1
STAGGERWING LN
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
RZ21-0020
REZONING R-1 TO D-E
707 SE C ST
THE CITY OF
BENTONVILLE

February 21, 2021
RE: Rezone 707 SE C Street

To Whom It May Concern:

We are requesting a rezoning of a property that we are in the process of purchasing. The property is located at 707 SE C Street, Bentonville. The current zoning at that address is R-1 and we are requesting a change in zoning to D-E to accommodate our office.

At this time, we do not intend to change the footprint of the current dwelling, the house is of sufficient size to accommodate our staff of 8 people. We will be utilizing the office Monday thru Friday 8a-5p. We intend to remodel the interior and exterior add some additional parking. And a small sign attached to the building.

This property is the first house north of the intersection of SE C and 8th Street. There are no structures between 707 SE C and 8th Street. The use of the property will be consistent with the neighborhood. Water and sewer will not require relocation or improvement, utilities will remain as they are now.

Thank you for your consideration

Chris Hampton
CSO
Frampton Holdings.

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DE, Downtown Edge

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

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

Minimum Height Required: No minimum

Maximum Height Allowed: 50 feet

Lot and Area Standards:

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

Setback Standards:

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

Encroachment Standards:

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

Applied to encroachments such as canopies, awnings and balconies.

Updated 02-11-20

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
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DE, Downtown Edge

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

Updated 02-11-20

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: RZ21-0020).

WHEREAS, Vandiver 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:

The South 25 feet of Lot 6 and the North 3 feet of Lot 7, and the West 58 feet of the North 35 feet of Lot 8, Block "E", Orchard Addition to the City of Bentonville. ALSO, part of the a vacated alley between said lots, described as beginning at the NE corner of said Lot 7, thence North 25 feet; thence East 14 feet, thence South 25 feet; thence East 2 feet; thence South 35 feet; thence West 16 feet; thence North 35 feet to the Place of Beginning; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 6, 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 13th day of April, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

REZONING STAFF REPORT

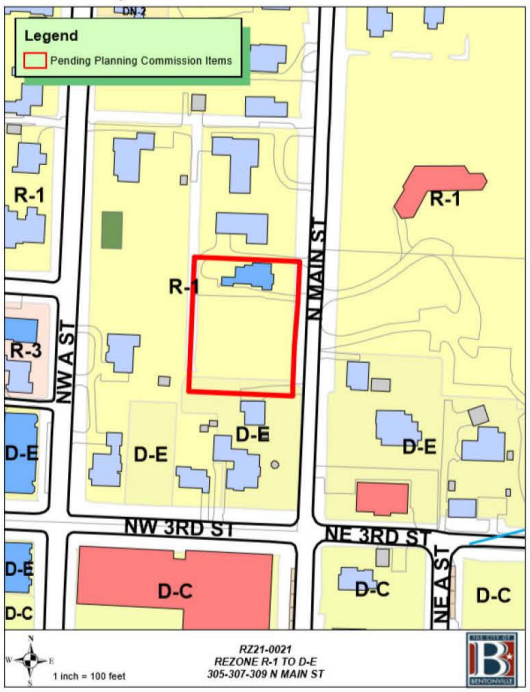
Matteri

305, 307, & 309 N Main Street
PC Date: 4/6/2021
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0021
Applicant / Current Owner	Matteri Family Trust, 8th and Melissa
Site Area	+/- 0.72 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DE, Downtown Edge
Future Land Use Map Designation	Medium Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located along N Main Street across the street from Compton Gardens. Surrounding zoning districts are R-1, Single-Family Residential to the north and west, R-1, Single-Family Residential and DE, Downtown Edge to the east, and DE, Downtown Edge to the south.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Medium Density Residential, which includes townhouse or duplex residential properties and may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This property is located 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).

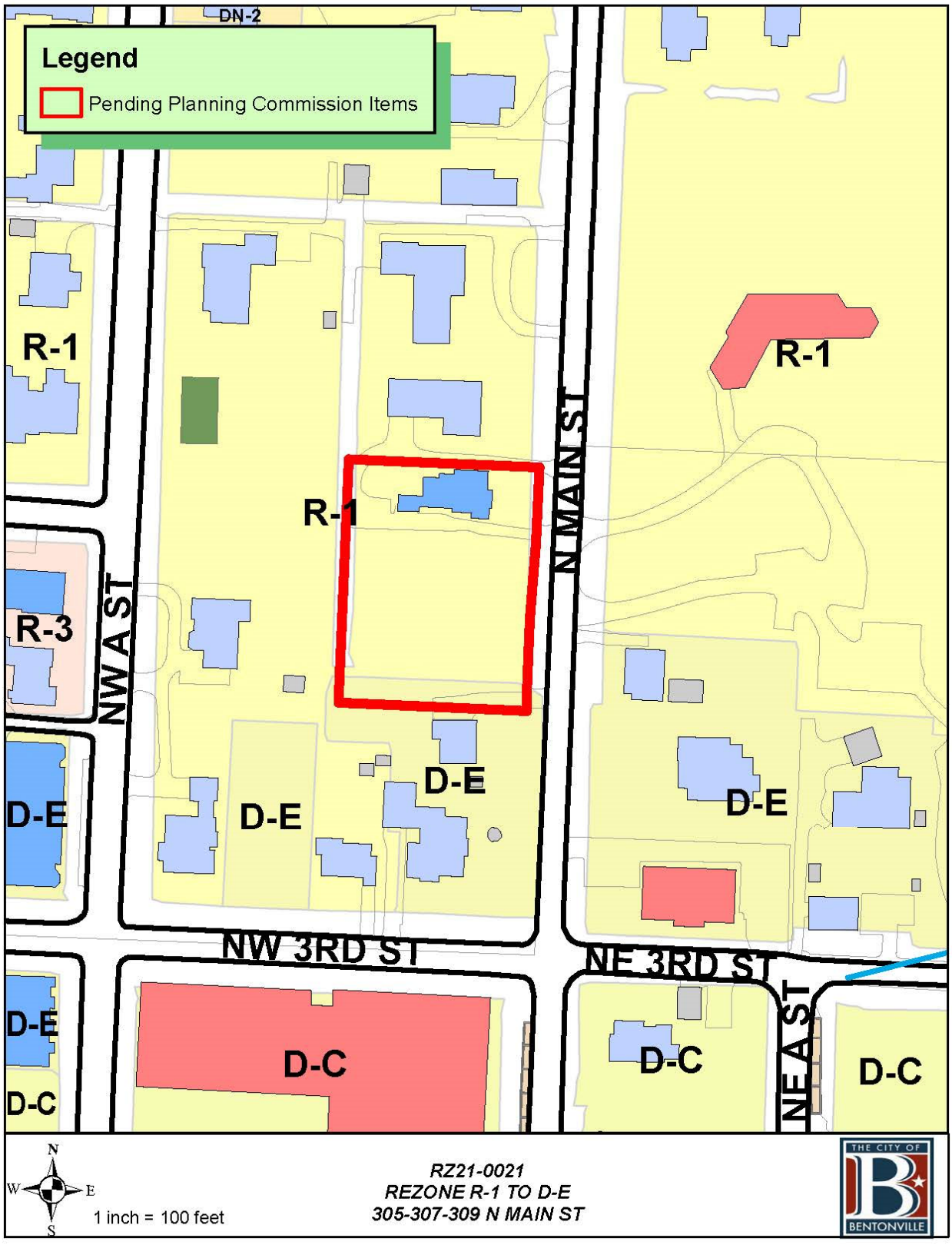
The Bentonville Community Plan designates this as Part of the Downtown Neighborhood Subarea Plan, which identifies this property as DN-2, Medium Density Residential.

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

Analysis
The purpose of the Downtown Edge zoning district is to create an area of transition between the Downtown Core and lower density residential neighborhoods. A rezone to DE at this location would help continue that transition. While the Downtown Neighborhood Subarea Plan identifies this property as DN-2, the existing DE to the east and south give support to this rezoning request.

Conclusion
The surrounding land use patterns lend support to the rezoning request.

Staff recommends approval of the rezoning request.


Legend
Pending Planning Commission Items
DN-2
R-1
R-1
R-1
R-3
N MAIN ST
NW A ST
D-E
D-E
D-E
D-E
NW 3RD ST
NE 3RD ST
NE A ST
D-E
D-C
D-C
D-C
D-C
N
W
E
S
1 inch = 100 feet
RZ21-0021
REZONE R-1 TO D-E
305-307-309 N MAIN ST
THE CITY OF
BENTONVILLE

117 W Central Avenue

Bentonville, AR 72712

RE: 305, 307 & 309 N MAIN STREET

RE: REZONE REQUEST

Bentonville Planning Commissioners:

Properties located at 305, 307 & 309 N Main Street is now owned by 8th & Melissa (305) and The Matteri Family Trust (307 & 309). All 3 Properties are zoned as R-1 Single Family Residential.

Proposed Zoning: D-E, Downtown Edge.

Current Zoning designation: R-1 Single Family Residential and proposed is Downtown Edge. The properties are located across the street from The Victoria Bed & Breakfast and entrance to Compton Gardens both of which are businesses. 305 N Main is owned by 8th & Melissa, LLC. 307 & 309 N Main are currently owned by The Matteri Family Trust. There are no proposed sales of either property.

Reason for Rezone: The Matteri Family Trust purchased 307 & 309 N Main Properties desiring to maintain the integrity and charm of the surrounding neighborhood. Downtown Edge zoning would allow a positive downtown hometown experience. This DE zoning will allow small retail and service oriented businesses such as Boutiques, small Bakeries, Art Galleries, etc. Neighboring towns are encouraging this model due to high rents in the Downtown Core areas which have led to the closing of small local businesses. If approved, the properties under consideration will encourage positive growth and attract more unique small businesses to Bentonville.

Statement of how property will relate to surrounding properties: We have invested in our community since October 14th, 1991 with a Brick-and-Mortar storefront that is still operating today (Currently located in an attached carriage house). Operating a small business for 29 years in downtown Bentonville, we have discovered consumers are spending their dollars with unique retail concepts that are not cookie cutter. Our building concepts will have a vertical and horizontal component which will compliment downtown Bentonville and surrounding neighborhood.

Use: We have experienced substantial increase and construction of Live, workspaces downtown. Consequently, we have seen an increase in Air B & B's based in downtown Bentonville homes along with existing and proposed downtown hotels. The demand is increasing for locally owned and operated small businesses and neighborhood services. Hundreds of cyclist and pedestrians each day make their way from the square headed north exploring neighborhoods, trails and parks in search of something unique and which tell the Bentonville Story.

Traffic: No significant increase in traffic will be realized.

Signage: All DE sign ordinances will be followed.

Appearance: Design and Construction will compliment and pay tribute to Bentonville's past and future. 309 N Main was built in the 1887. This will set the standard for any improvements made to the properties.

Water & Sewer: Water and Sewer have been upgraded in last 5 years and are accessible to all properties in rezone request.

Best Regards,

Greg & Debbie Matteri (Owner/Applicant)


ACADEMY OF MUSIC
OCT 19 2017

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DE, Downtown Edge

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

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

Minimum Height Required: No minimum

Maximum Height Allowed: 50 feet

Lot and Area Standards:

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

Setback Standards:

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

Encroachment Standards:

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

Applied to encroachments such as canopies, awnings and balconies.

Updated 02-11-20

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
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DE, Downtown Edge

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

Updated 02-11-20

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: RZ21-0021).

WHEREAS, Matteri 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:

The following described lands lying in Benton County, Arkansas to-wit: Section 30 Township 20 Range 30 Fifty Feet off South side of Lot 12 in Block 3, Deming's Addition to the City of Bentonville, Benton County, Arkansas; AND A platted but non-existent alley running East and West between the South 50 feet of Lot 12, Block 3 Deming's Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat G at Page 163 and a part of Lot 12 Curtis Addition as shown on the final plat, as vacated pursuant to Ordinance No. 2019-34, filed for record on March 1, 2019, as instrument No. L201909278 in the land records of Benton County, Arkansas, such vacated alley being further described as follows: Beginning at the Southeast corner of Lot 12, Block 3 Deming's Addition: thence N87 Degrees 27 Degrees 44"W 164.42 feet; thence south 16.2 feet to the North boundary line of Lot 12 Curtis Addition; thence S87 Degrees 26'44" E 164.42 to the Northeast Corner of Lot 12 Curtis Addition; thence North 16.2 feet to the point of the beginning; AND The following described lands lying in Benton County, Arkansas to-wit: Section 30 Township 20 Range 30 All of Lot 9, and a strip of land 16 feet wide squarely off the North side of Lot 12 in Block 3, in Deming's Addition to Bentonville, Benton County, Arkansas as in Plat G at Page 163 Subject to easements, rights-of-way, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases; AND The following described lands lying in Benton County, Arkansas to-wit: Section 30 Township 20 Range 30 Lot 8, Block 3, Deming's First Addition to Bentonville, Benton County, Arkansas as shown on Plat Book G at Page 163 Subject to easements, rights-of-way, and protective covenants of record, if any. Subject to all prior mineral reservations and oil and gas leases; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing April 6, 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 13th day of April, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

REZONING STAFF REPORT

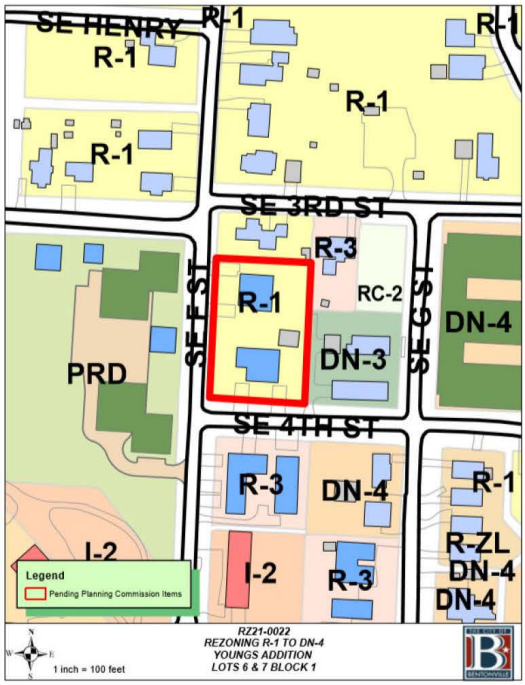
Vandiver (4th Street)

701 & 703 SE 4th Street, 305 SE F Street
PC Date: 4/6/2021
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0022
Applicant / Current Owner	Christina Ann Vandiver, Adam Vandiver and Vicki Taylor
Site Area	+/- 0.75 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-4, Downtown Mixed-Use Residential
Future Land Use Map Designation	High Density Residential (HDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at the intersection of SE 4th Street and SE F Street. Adjacent zoning districts are R-1, Single Family Residential to the north, R-3, Medium Density Residential and DN-3, Downtown High Density Residential to the east, DN-4, Mixed-Use Residential to the southeast, R-3, Medium Density Residential to the South, and PRD, Planned Residential Development to the west.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as High Density Residential. High Density Residential areas include apartments, condominium buildings, senior housing, and group living. They tend to have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

The property is located 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).

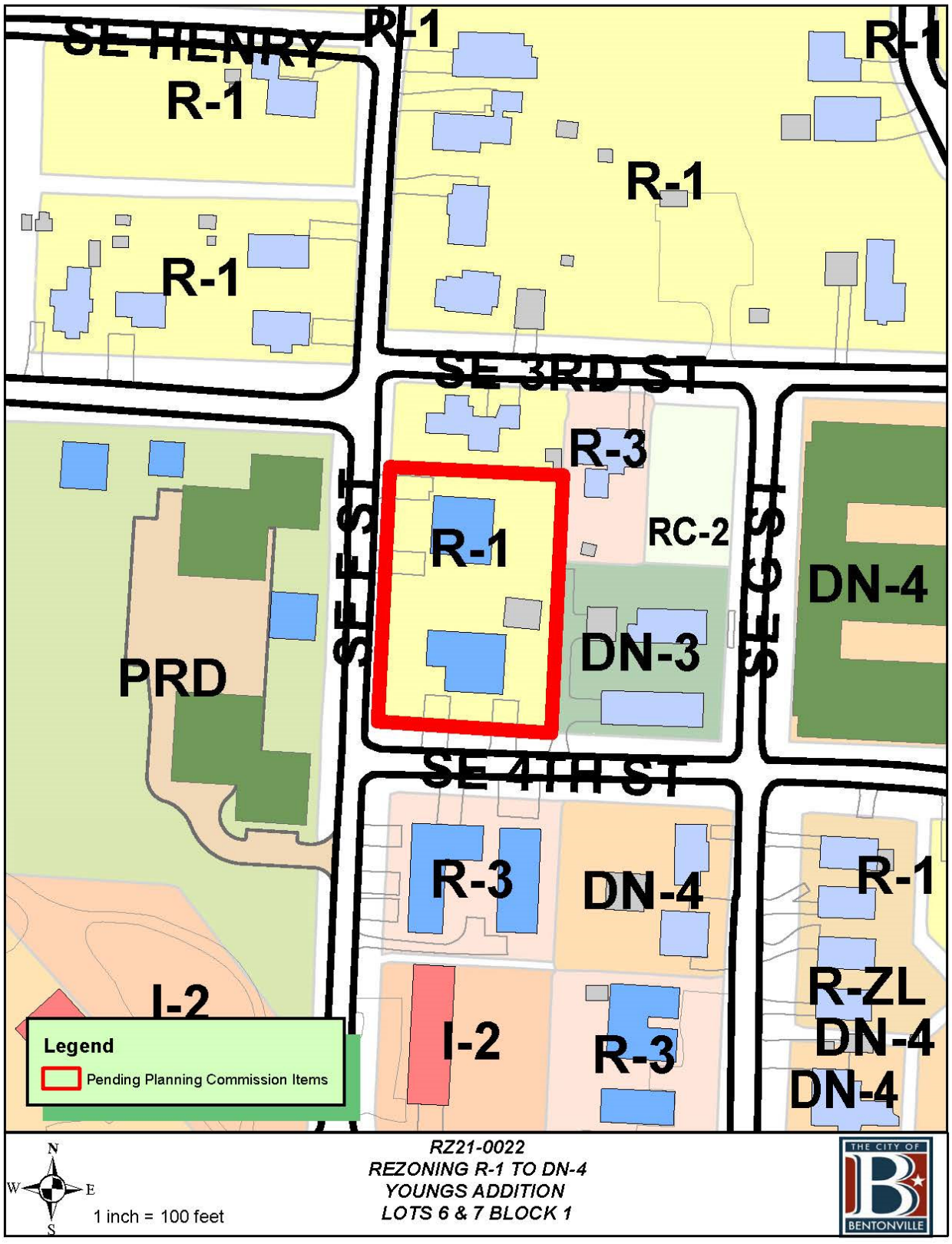
The Bentonville Community Plan designates this as Part of the Downtown Neighborhood Subarea Plan, which identifies this property as DN-3, High-Density Residential.

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

Analysis
The purpose of the Downtown Mixed-use Residential district is to allow for increased neighborhood density and local commerce through the development of multifamily housing and mixed-use structures. While the Downtown Neighborhood Subarea Plan identifies this property as DN-3, the existing DN-4 property to the southeast and two parcels to the east give support to this rezoning request.

Conclusion
The surrounding land use patterns lend support to the rezoning request.

Staff recommends approval of the rezoning request.


SE HENRY
R-1
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RC-2
DN-4
DN-3
PRD
SE E ST
SE C ST
SE 4TH ST
R-3
DN-4
R-1
R-ZL
DN-4
DN-4
I-2
I-2
R-3
Legend
Pending Planning Commission Items
N
W
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S
1 inch = 100 feet
RZ21-0022
REZONING R-1 TO DN-4
YOUNGS ADDITION
LOTS 6 & 7 BLOCK 1
THE CITY OF
BENTONVILLE

Rezoning Narrative
701 + 703 SE 4th and 305 SE F

Current Zoning Designation: R-1 Single Family Residential

Proposed Zoning Designation: DN-4- Downtown Mixed-Use Residential

Explanation: NFD, LLC proposes to rezone the properties located at:
701 + 703 SE 4th Street (01-04680-000)
305 SE F Street (01-04679-000)
in order to develop a real estate project in compliance with the DN4 development standards.

The current owners, Christina Ann Vandiver, Adam Vandiver and Vicki Taylor, endeavor to sell their properties to NFD, LLC.

Reason to Rezone: The rezone would allow for future owners to build a Mixed-Use Residential Development in the SE Downtown Area adjacent to the Market District.

Statement of how the property will relate to surrounding properties: The development proposed for the property will add additional options to the increasing number of multi-family projects in the Market District and SE downtown area as well as contribute to the SE Area Downtown Plan in terms of "redevelopment and rehabilitation and the addition of medium density residential uses that are compatible with the existing residential types."- SE Downtown Area Plan

Use: The mixed-use residential development will complement the SE Downtown Area Plan by providing "greater numbers of people who live in the area who can patron businesses and restaurants. It provides a variety in housing type for people who prefer something other than the traditional single-family home. It also provides opportunities for housing at a variety of price points." -SE Downtown Area Plan

Traffic: The additional units should not impact current traffic patterns and will encourage more pedestrian and bicycle traffic within the district.

Signage: None proposed at this time.

Appearance: Development will fit in form and scale of the SE side of downtown Bentonville and will work within the zoning standards.

Water/ Sewer/ Electric: On-Site

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
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DN-4, Downtown Mixed-use Residential

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

Building Types Allowed:

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

Maximum Height Allowed:

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

Lot and Area Standards:

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

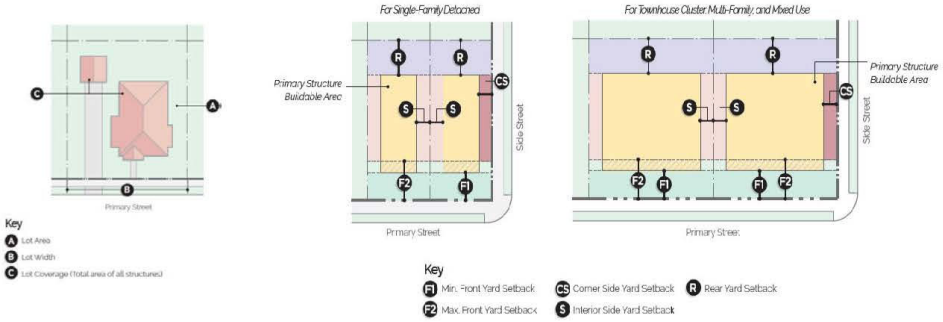
Setback Standards:

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

Updated 02-11-20

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-4, Downtown Mixed-use Residential



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

Updated 02-11-20

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-4, DOWNTOWN MIXED-USE RESIDENTIAL (PROJECT NUMBER: RZ21-0022).

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

Lot 7, Block 1, in the replat of part of Lot 4, Block 1, Young's Addition, Bentonville, as shown in plat record 4 at page 187; AND Lot 6, Block 1, in the replat of part of Lot 1 Block 1 and part of Lot 4, Block 1, Young's Addition, Bentonville, Arkansas, as shown in Plat Record 4 page 187; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing April 6, 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 DN-4, Downtown Mixed-Use Residential.

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

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

PASSED AND APPROVED this 13th day of April 2021.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

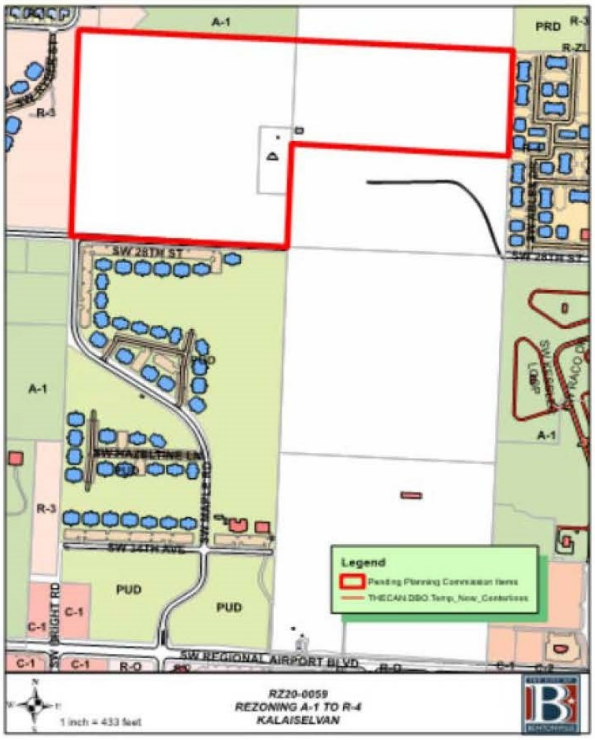
Pagan, Inc.

SW 28th Street
PC Date: 4/6/2021
Reviewer: Tyler Overstreet, Planning Services Manager, AICP

Project Number	RZ20-0059
Applicant / Current Owner	Pagan Inc.
Site Area	+/- 56 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-2, Duplex and Patio Home Residential and R-3, Medium Density Residential
Future Land Use Map Designation	Residential Estate

https://arcg.is/08HvK8

Location Map



Property Description
This property is located northeast of the intersection of SW 28th Street and SW Maple Road. Adjacent zoning districts are A-1, Agricultural, R-3, Medium Density, and Benton County to the north, R-4, High-Density Residential and Benton County to the east, and R-3 to the west.

Relationship to the Bentonville Community Plan
At the time of the Staff Report prepared for the April 6, Planning Commission Meeting, a mapping error depicted the property as High-Density Residential on the Future Land Use Plan (Figure 1). However, in researching for an upcoming Land Use Policy Ordinance and General Plan Amendment Resolution, staff discovered that according to the adopted Bentonville Community Plan (p. 49), the area ought to be depicted as Residential Estate (Figure 2).

Residential Estate areas typically include larger, detached single-family homes on lots of 2 acres or more. This Future Land Use Classification does not seem reflective of current nor future development trends in proximity of this rezoning. Surrounding land uses include apartments to the east, west, and south, and the Master Street Plan depicts arterial and collector roadways in proximity of the request.

Public Comment
Staff did not receive public comment on this rezoning request at the April 6 Planning Commission Meeting.

Analysis
The Master Street Plan depicts a Collector running through the middle of the area to be rezoned and an Arterial directly to the south (SW 28th Street). Because single and two-family homes are not permitted direct access on Collector nor Arterial roadways, a higher density may make sense.

Further, clustering the R-3 area adjacent to SW 28th Street is in line with other nearby zoning classifications and land uses, to the east, west, and south along the corridor.

Conclusion
Although the request does not align with the Future Land Use Plan, surrounding development patterns and the Master Street Plan both lend support to the rezoning request.

Staff recommends approval of the rezoning request.

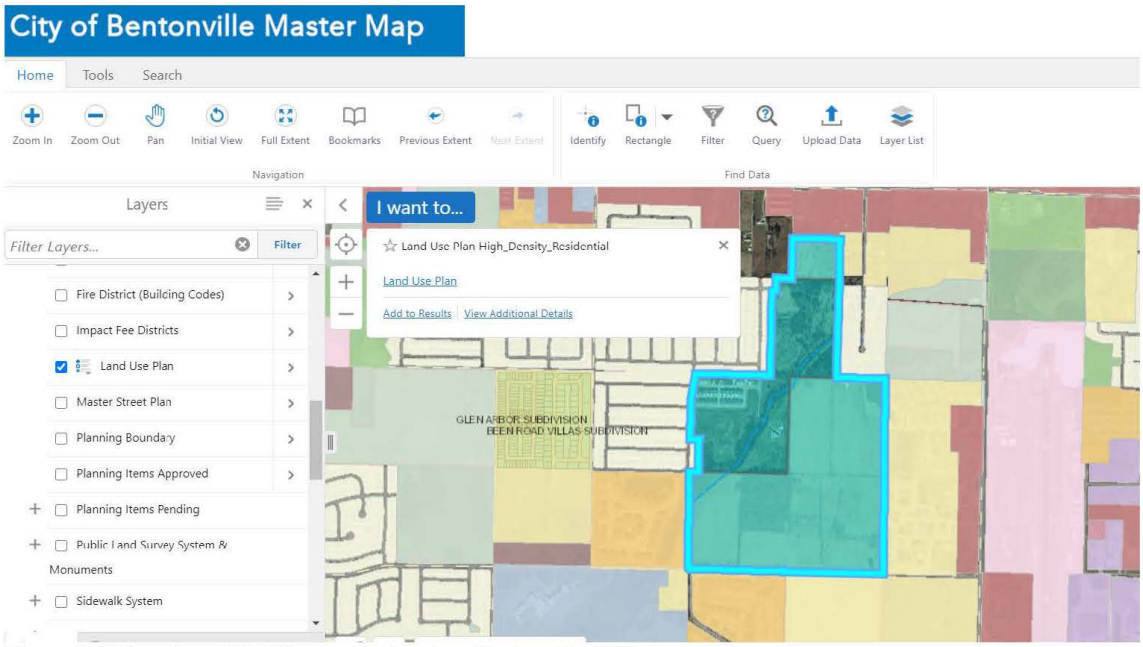


Figure 1: Future Land Use Plan as displayed on Bentonville GIS

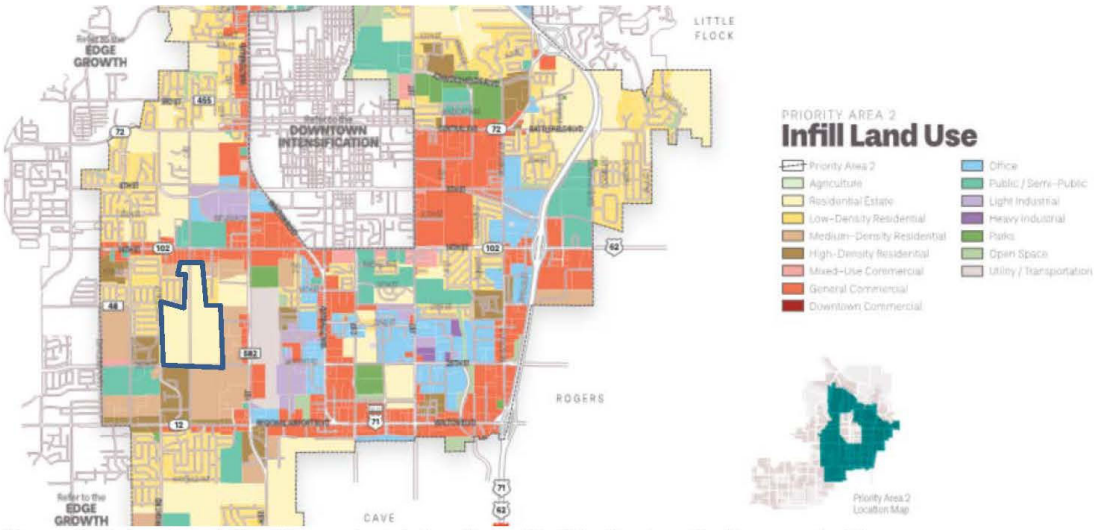


Figure 2: Future Land Use Plan as depicted on Page 49 of the Bentonville Community Plan

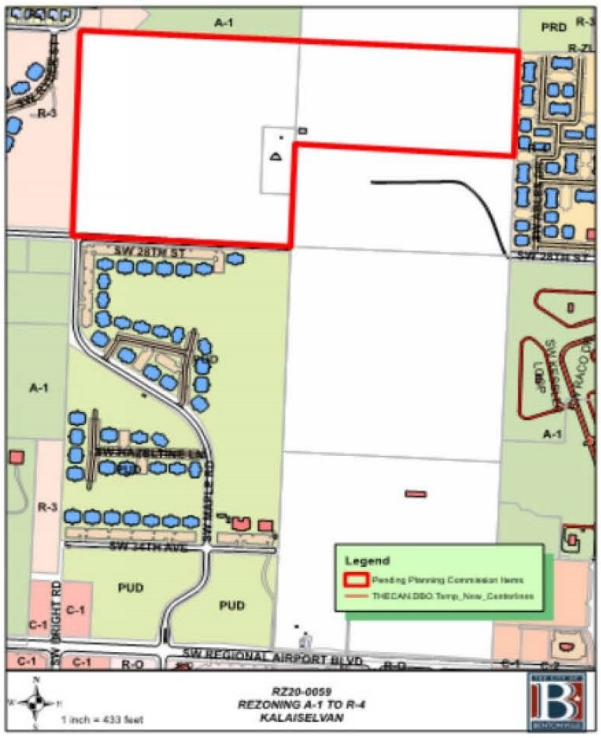
Pagan, Inc.

SW 28th Street
PC Date: 4/6/2021
Reviewer: Tyler Overstreet, Planning Services Manager, AICP

Project Number	RZ20-0059
Applicant / Current Owner	Pagan Inc.
Site Area	+/- 56 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-2, Duplex and Patio Home Residential and R-3, Medium Density Residential
Future Land Use Map Designation	High-Density Residential

https://arcg.is/08HvK8

Location Map



Property Description
This property is located northeast of the intersection of SW 28th Street and SW Maple Road. Adjacent zoning districts are A-1, Agricultural, R-3, Medium Density, and Benton County to the north, R-4, High-Density Residential and Benton County to the east, and R-3 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, condominiums, and other types of group living. These areas typically contain at least 12 units per acre, and may include integrated commercial amenities for residents.

This property is located within Priority Area 2, Infill, of the Community Plan. The Infill Priority Area is estimated to accommodate approximately 31,000 new residents by 2035. The Plan states that Bentonville's anticipated growth over the next 20 years can be accommodated with infill opportunity sites like this one.

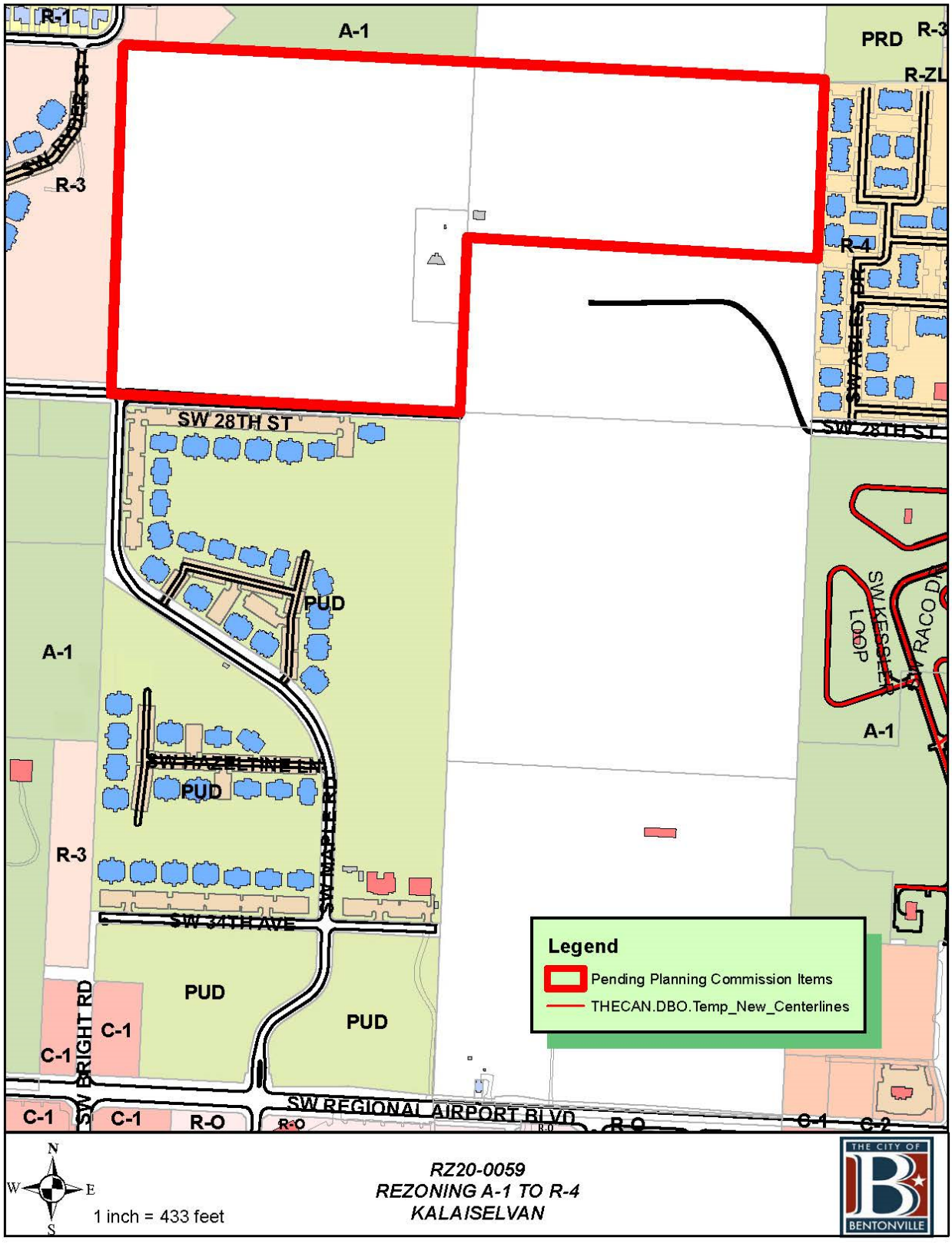
Public Comment
Staff has not received public comment on this rezoning request.

Analysis
The Master Street Plan depicts a Collector running through the middle of the area to be rezoned and an Arterial directly to the south (SW 28th Street). Because single and two-family homes are not permitted direct access on Collector nor Arterial roadways, a higher density may make sense.

Further, clustering the R-3 area adjacent to SW 28th Street is in line with other nearby zoning classifications and land uses, to the east, west, and south along the corridor.

Conclusion
The Future Land Use Plan, surrounding zoning districts and land uses, and the Master Street Plan all support the request.

Staff recommends approval of the rezoning request.


R-1
A-1
PRD
R-3
R-ZL
R-3
R-4
SW 28TH ST
PUD
A-1
SW HAZELTHINE LN
PUD
R-3
SW 34TH AVE
PUD
PUD
C-1
C-1
SW BRIGHT RD
C-1
R-O
SW REGIONAL AIRPORT BLVD
R-O
C-1
C-2
A-1
Legend
Pending Planning Commission Items
THECAN.DBO.Temp_New_Centerlines
N
W
E
S
1 inch = 433 feet
RZ20-0059
REZONING A-1 TO R-4
KALAISELVAN
THE CITY OF
BENTONVILLE

MORRISON SHIPLEY
ENGINEERS • SURVEYORS

October 23, 2020

Planning Commission
City of Bentonville
315 S.W. "A" St.
Bentonville, AR 72712

Re: Parcel 18-08647-000 and part of 18-08648-001
Rezoning Request

Dear Planning Commission:

Pagan, Inc. is requesting to rezone two parcels of land to facilitate a multi-family development. Please find below the narrative addressing the required items under the Rezoning Request Checklist.

- The properties are currently located within the county with an annexation request pending. The existing zoning at locations around the site include A-1, R-1, R-3, R-4, PUD and property located in the County. The property contains an existing barn that will be demoed with the remainder of the land currently being used for agricultural use.

- Pagan would like to rezone the property so they can proceed with a preliminary plat for a duplex development.

- This planned development will fit with other uses adjacent to the site. The site is currently surrounded by 3 apartment developments and one single-family development.

- The proposed use of the property fits with the proposed land use of High-Density Residential designation. The site is also surrounded by mostly medium and high density residential designations.

2407 SE Cottonwood Street | Ste 1
Bentonville, AR 72712
479.273.2209

- Traffic flow will currently use SW28th street as the main entry location.

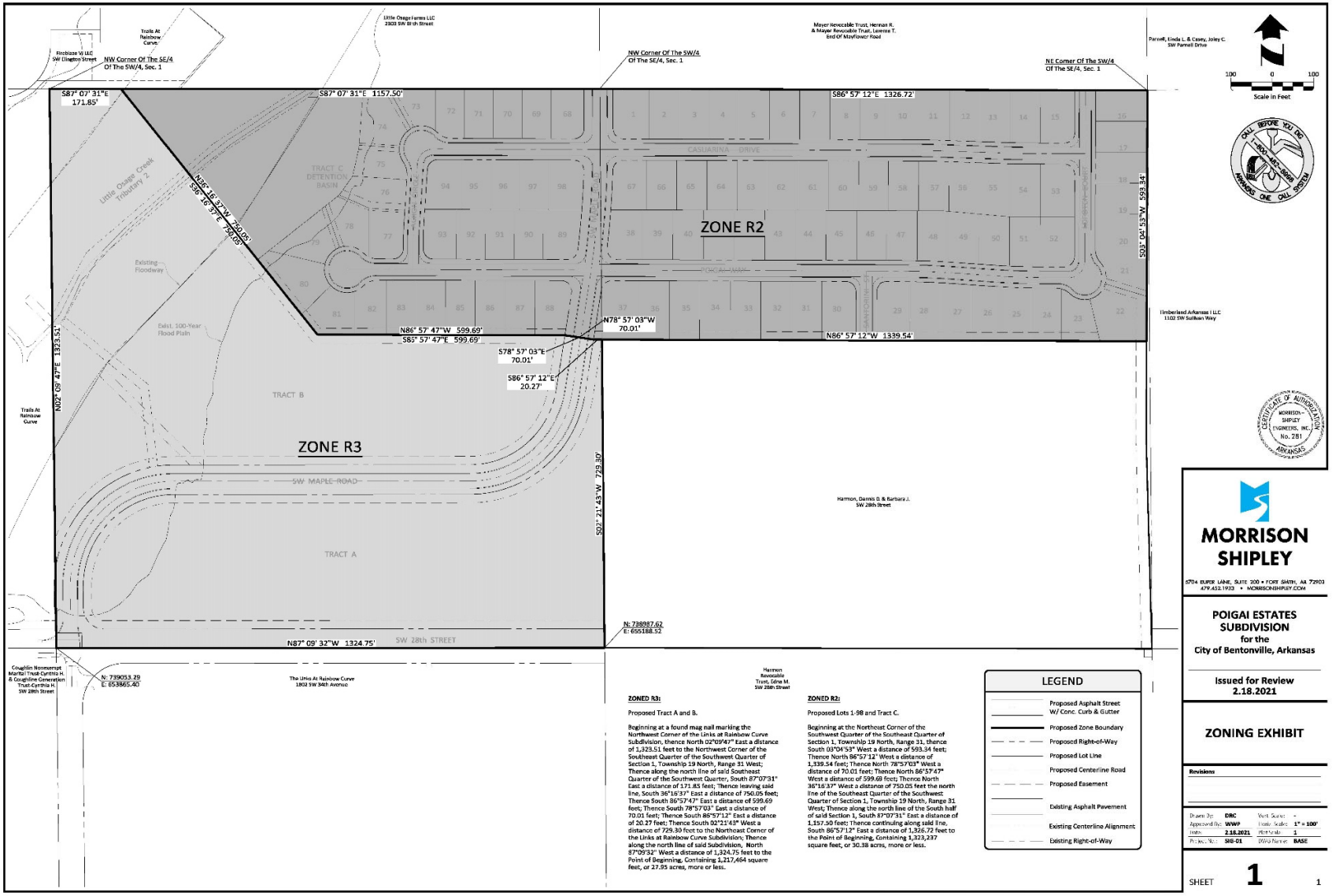
- Signage will be determined at a later day, however, it is anticipated that minor signage will be used at the site.

- The Owners intend for the development to be a top notch development which will blend with the surrounding developments.

- Water and Sewer are available to the site via an existing 8" sewer along the west side of the site and 8" water in SW 28th street. A secondary water system tie-in is available on the East side of the proposed development.

Sincerely,
Morrison Shipley Engineers, Inc.

[redacted]
Travis Brisendine, P.E.
Project Manager



ZONED R3:

Proposed Tract A and B.

Beginning at a found mag nail marking the Northwest Corner of the Links at Rainbow Curve Subdivision; thence North 02°09'47" East a distance of 1,323.51 feet to the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 1, Township 19 North, Range 31 West; Thence along the north line of said Southeast Quarter of the Southwest Quarter, South 87°07'31" East a distance of 171.85 feet; Thence leaving said line, South 36°16'37" East a distance of 750.05 feet; Thence South 86°57'47" East a distance of 599.69 feet; Thence South 78°57'03" East a distance of 70.01 feet; Thence South 86°57'12" East a distance of 20.27 feet; Thence South 02°21'43" West a distance of 729.30 feet to the Northeast Corner of the Links at Rainbow Curve Subdivision; Thence along the north line of said Subdivision, North 87°09'32" West a distance of 1,324.75 feet to the Point of Beginning, Containing 1,217,464 square feet, or 27.95 acres, more or less.

ZONED R2:

Proposed Lots 1-98 and Tract C.

Beginning at the Northeast Corner of the Southwest Quarter of the Southeast Quarter of Section 1, Township 19 North, Range 31, thence South 03°04'53" West a distance of 593.34 feet; Thence North 86°57'12" West a distance of 1,339.54 feet; Thence North 78°57'03" West a distance of 70.01 feet; Thence North 86°57'47" West a distance of 599.69 feet; Thence North 36°16'37" West a distance of 750.05 feet the north line of the Southeast Quarter of the Southwest Quarter of Section 1, Township 19 North, Range 31 West; Thence along the north line of the South half of said Section 1, South 87°07'31" East a distance of 1,157.50 feet; Thence continuing along said line, South 86°57'12" East a distance of 1,326.72 feet to the Point of Beginning, Containing 1,323,237 square feet, or 30.38 acres, more or less.

LEGEND

- Proposed Asphalt Street W/ Conc. Curb & Gutter
- Proposed Zone Boundary
- Proposed Right-of-Way
- Proposed Lot Line
- Proposed Centerline Road
- Proposed Easement
- Existing Asphalt Pavement
- Existing Centerline Alignment
- Existing Right-of-Way

CERTIFICATES OF AUTHORIZATION MORRISON-SHIPLEY ENGINEERS, INC. No. 281 ARKANSAS

MORRISON SHIPLEY

5704 RUPER LANE, SUITE 200 • FORT SMITH, AR 72903
479.452.1933 • MORRISONSHIPLEY.COM

POIGAI ESTATES SUBDIVISION for the City of Bentonville, Arkansas

Issued for Review 2.18.2021

ZONING EXHIBIT

Revisions

Drawn By:	DRC	Vert. Scale:	-
Approved By:	WWP	Horiz. Scale:	1" = 100'
Date:	2.18.2021	Plot Scale:	1
Project No.:	360-01	DWG Name:	BASE

SHEET **1** 1

Drawing Name: C:\Users\dcarmin\Desktop\WORKING FROM HOME AGAIN\ENGINEERING\360-01\SHEETS\360-01 BASE.dwg Last Modified: Feb 18, 2021 - 1:18pm Plotted on: Feb 18, 2021 - 2:09pm by dcarmin

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

R-2, Duplex & Patio Home Residential

The R-2 District encourages the basic land use restrictions as the R-1 District. It allows slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations. The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate conversion of one family residences to two-family use in established developed areas. The district may be located in developed areas or undeveloped areas of the City where an environment compatible with moderate density residential development can be established. Such a district can also be located in medium density areas where conversion may facilitate their continuation as a desirable area.

Maximum Height Allowed: 36 feet

Minimum Street Frontage: Equal to min. lot width required at building line, except for lots fronting on cul-de-sac turnarounds and on curving street frontages, which must have no less than 20 ft. of street frontage with the two side lots lines intersecting the street diverging until they are separated by the min. required lot width at the building line.

Minimum Width of Corner Lots: 75 ft. at building line.

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Min. lot width	Max. lot coverage	
					Interior lot	Exterior lot
R-2	Single-family	6,000	-	60'	40%	45%
	Two-family	7,000	-	70'	50%	55%
	Townhouse unit	3,000	-	30'	-	-
	Townhouse structure	9,000	3,000	90'	65%	70%
	All others not listed	6,000	6,000	60'	40%	45%

Minimum Setback Standards:

District	Building type	Front	Side		Rear
			Interior	Exterior	
R-2	All	20'	7'	20'	25'

Where a utility easement extends beyond the required setback, the edge of the utility easement shall be the setback.

Garage Setback Standards: *Applicable to attached and detached garages.*

Garage, Street Facing: 30 ft. from the property line the garage faces
Garage, Side- or Rear-loading: 20 ft. from the facing property line
Garage, Alley Facing: 20 ft. from property line at alley

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

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

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

Updated 08-31-2020

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R-2, Duplex & Patio Home Residential

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

Land Uses:

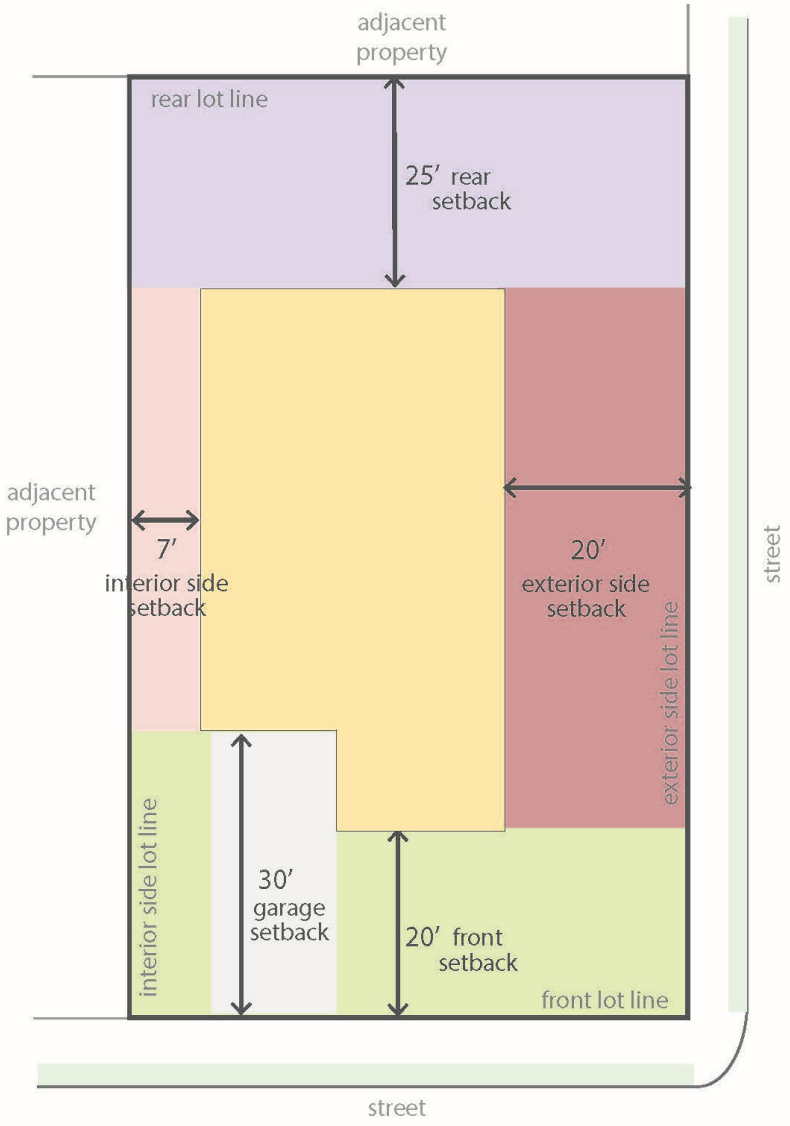
ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Community garden **Residential** Dwelling - condominium Dwelling - modular Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two-family **Recreation, Education & Assembly** Library Park - mini Park - neighborhood **Services** Child care - residential (4 children) **Retail** Mobile food vendor	**Agriculture and Animals** Botanical garden Urban farm **Residential** Home occupation - type b Recreation, Education & Public Assembly Aquarium Community center Country club Educational facility Golf course Museum Religious facilities **Services** Adult day care Cemetery or mausoleum Child care - commercial Child care - residential (5-10 children) Lodging - bed & breakfast Public safety services **Transportation / Utilities** Utility facility Wireless communication facility (cell towers) **Other** Temporary Uses	**Agriculture and Animals** Chicken, hobby **Residential** Dwelling - accessory Home occupation – type a **Transportation / Utilities** Solar energy system Wind energy system, small **Other** Building, accessory - nonresidential

Updated 08-31-2020

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R-2, Duplex & Patio Home Residential

Setback Illustration



Updated May 2020

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R-3, Medium Density Residential

The R-3 District is established to provide suitable areas for medium density residential development. Such units would be located in areas where adequate city facilities existed prior to development or would be provided in conjunction with development, and where a suitable environment for medium density residential development would be available. Such districts could be used in suburban portions of the city as buffer or transitional zones between single-family and other uses not compatible with low density residential development. Within this district, zero lot line and townhouses are permitted.

Maximum Height Allowed: 40 feet

Minimum Street Frontage: 20 feet

Minimum Width of Corner Lots: 75' at building line

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Min. lot width	Max. lot coverage	
					Interior lot	Exterior lot
R-3	Single-family	6,000	-	60'	40%	45%
	Two-family	7,000	-	70'	50%	55%
	Townhouse unit	2,500	-	25'	-	-
	Townhouse structure	7,500	2,500	75'	65%	70%
	Multi-family	10,000	800	100'	50%	55%
	All others not listed	10,000	-	100'	50%	55%

Minimum Setback Standards:

District	Building type	Front	Side		Rear
			Interior	Exterior	
R-3	All	20'	10'	20'	25'

Where a utility easement extends beyond the required setback, the edge of the utility easement shall be the setback.

Garage Setback Standards: *Applicable to attached and detached garages.*

Garage, Street Facing: 30 ft. from the property line the garage faces

Garage, Side- or Rear-loading: 20 ft. from the front property line

Garage, Alley Facing: 20 ft. from property line at alley

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

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

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

Updated 08-31-2020

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R-3, Medium Density Residential

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

Land Uses:

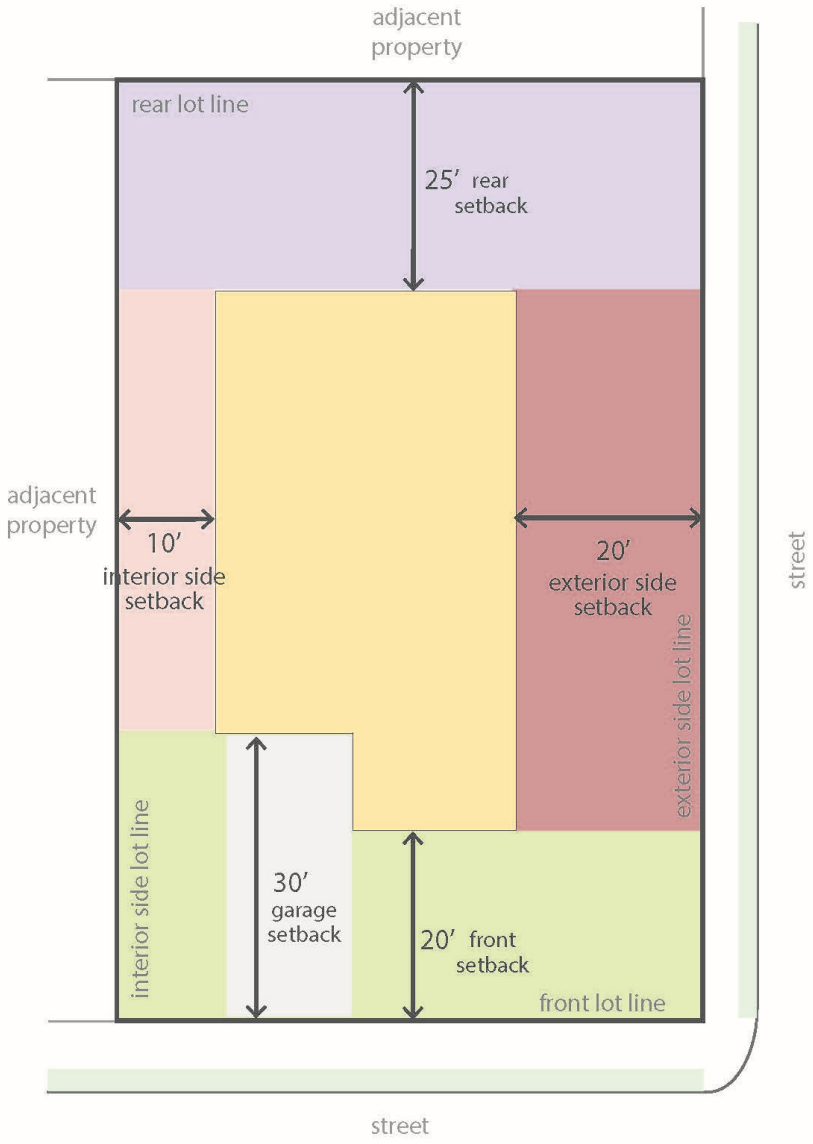
ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Community garden **Residential** Dwelling - condominium Dwelling - modular Dwelling - multi-family Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two-family Residential facility - assisted living Residential facility - temporary shelter **Recreation, Education & Assembly** Library Park - mini Park - neighborhood **Services** Child care - residential (4 children) **Retail** Mobile food vendor	**Agriculture and Animals** Botanical garden Urban farm **Residential** Home occupation - type b **Recreation, Education & Public** Aquarium Community center Country club Educational facility Golf course Museum Religious facilities **Services** Adult day care Cemetery or mausoleum Child care - commercial Child care - residential (5-10 children) Lodging - bed & breakfast Public safety services **Transportation / Utilities** Utility facility Wireless communication facility (cell towers) **Other** Temporary uses	**Residential** Dwelling - accessory Home occupation - type a **Transportation / Utilities** Solar energy system Wind energy system, small **Other** Building, accessory - nonresidential

Updated 08-31-2020

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R-3, Medium Density Residential

Setback Illustration



Updated May 2020

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-2, DUPLEX AND PATIO HOME RESIDENTIAL (PROJECT NUMBER: RZ20-0059).

WHEREAS, Pagan, Inc. duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to R-2, Duplex and Patio Home Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

Beginning at the Northeast Corner of the Southwest Quarter of the Southeast Quarter of Section 1, Township 19 North, Range 31, thence South 03°04'53" West a distance of 593.34 feet; Thence North 86°57'12" West a distance of 1,339.54 feet; Thence North 78°57'03" West a distance of 70.01 feet; Thence North 86°57'47" West a distance of 599.69 feet; Thence North 36°16'37" West a distance of 750.05 feet the north line of the Southeast Quarter of the Southwest Quarter of Section 1, Township 19 North, Range 31 West; Thence along the north line of the South half of said Section 1, South 87°07'31" East a distance of 1,157.50 feet; Thence continuing along said line, South 86°57'12" East a distance of 1,326.72 feet to the Point of Beginning, Containing 1,323,237 square feet, or 30.38 acres, 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 April 6, 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 of A-1, Agricultural to R-2, Duplex and Patio Home 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-2, Duplex and Patio Home Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this 13th day of April 2021.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

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: RZ20-0059).

WHEREAS, Pagan, Inc. duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to R-3, Medium Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

Beginning at a found mag nail marking the Northwest Corner of the Links at Rainbow Curve Subdivision, thence North 02°09'47" East a distance of 1,323.51 feet to the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 1, Township 19 North, Range 31 West; Thence along the north line of said Southeast Quarter of the Southwest Quarter, South 87°07'31" East a distance of 171.85 feet; Thence leaving said line, South 36°16'37" East a distance of 750.05 feet; Thence South 86°57'47" East a distance of 599.69 feet; Thence South 78°57'03" East a distance of 70.01 feet; Thence South 86°57'12" East a distance of 20.27 feet; Thence South 02°21'43" West a distance of 729.30 feet to the Northeast Corner of the Links at Rainbow Curve Subdivision; Thence along the north line of said Subdivision, North 87°09'32" West a distance of 1,324.75 feet to the Point of Beginning, Containing 1,217,464 square feet, or 27.95 acres, 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 April 6, 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 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 13th day of April 2021.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

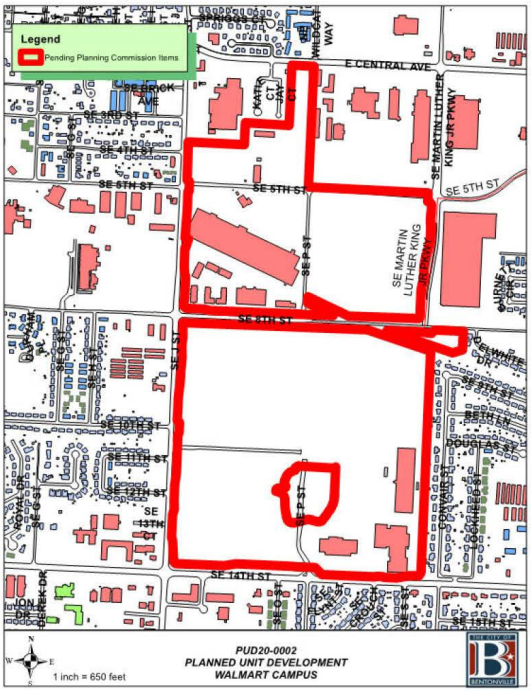
Walmart Campus

301 SE J Street
PC Date: 4/6/2021
Reviewer: Tyler Overstreet, Planning Services Manager, AICP

Project Number	PUD20-0002
Applicant / Current Owner	Wal-Mart Stores, Inc. PO Box 8050 Bentonville, AR 72712
Site Area	+/- 231 acres
Current Zoning	PUD, Planned Unit Development
Requested Zoning	PUD, Planned Unit Development
Future Land Use Map Designation	General Commercial

https://arcg.is/08HvK8

Location Map



Note: This is an amendment to a previously approved Planned Unit Development.

Amendment Description
The applicant revises their PUD to include a conceptual layout for Zone 2 of the Walmart campus, which includes the Fitness Center, a parking deck, and a surface parking lot. The revision also includes a conceptual layout for a coffee shop located within Zone 4 of the campus.

Project Description
This property is the future site of the Walmart Home Office Campus. The property is generally bounded by E Central Avenue to the north, SE Martin Luther King Junior Parkway and SE Moberly Lane to the east, SE 14th Street to the south, and SE J Street to the west. Vicinity maps and streetscape layouts are included in the Planned Unit Development packet.

The campus includes a total of 13 commercial buildings, 13 parking decks, and 10 surface parking lots. The development is divided into five zones to be constructed in three phases. Depictions of each of the zones and a phasing plan are included within the packet. The development provides a total of 11,255 parking spaces. The Planned Unit Development depicts 15-foot setbacks along SE J Street and SE 14th Street, 10-foot setbacks along MLK, and 0-foot setbacks along SE 8th Street. The development depicts a total of 108 acres of open space, or 47% of the project area. The development provides a variety of materials such as architectural metal panel, wood finish, brick, glass, and precast concrete panels.

Currently zoned I-2 Heavy Industrial, R-3 Medium-Density Residential, R-O, Residential Office, and C-2, General Commercial. Adjacent zoning districts include R-1, R-4, C-2, and C-1 to the north, R-1, R-3, C-2, and C-1 to the east, R-1, R-O, and C-2 to the south, and R-O, C-1, C-2, R-1, I-2, and PUD to the west.

Relationship to the General Plan
The Future Land Use Plan currently depicts this property as General Commercial. General Commercial areas typically include uses that serve nearby residents and those coming from other parts of the region. They encourage a variety of commercial uses and should balance access between vehicles and pedestrians. The General Commercial land use category is compatible with the proposed Planned Unit Development

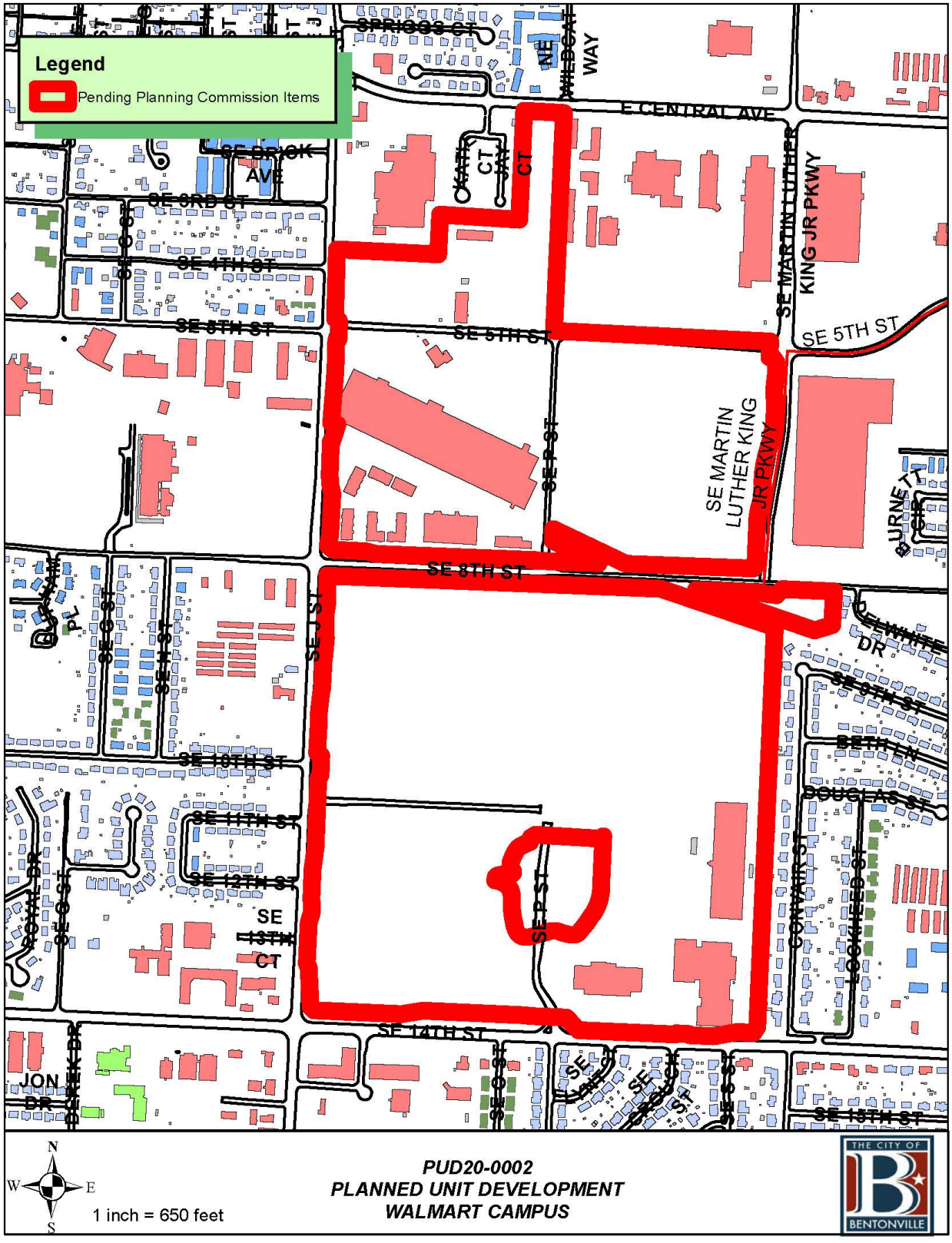
Public Comment
Staff has received comments regarding this request.

Conclusion

According to the applicant's narrative the purpose of their Planned Unit Development is to provide a smart and sustainable design and a connected campus rooted in the community. The Campus seeks to meet these goals through the use of local materials, environmentally friendly design, connection with the Razorback Greenway and 8th Street, and building and architectural selections to serve as an extension of the existing community.

The Commerce and Industry Chapter of the 2015 Bentonville Community Plan is of special importance to this project. The Chapter's Community-Wide Recommendations suggest the City require a high quality of design and make unique and interesting places. In addition, the chapter depicts this property as being within the East Side Walmart Employment Sector Area. The plan notes that this area should serve as a link between the western trail network (which includes Downtown and Crystal Bridges) and the eastern trail network (which includes NWACC and the City of Rogers).

This Planned Unit Development, through its use of unique design, open space, and pedestrian connectivity, meets the purpose and intent of the PUD ordinance and of the Commerce and Industry Chapter of the Community Plan. Staff recommends approval of this rezoning request.


Legend
Pending Planning Commission Items
E CENTRAL AVE
SE 5TH ST
SE 8TH ST
SE 10TH ST
SE 11TH ST
SE 12TH ST
SE 13TH CT
SE 14TH ST
SE 15TH ST
SE MARTIN LUTHER KING JR PKWY
N
S
E
W
1 inch = 650 feet
PUD20-0002
PLANNED UNIT DEVELOPMENT
WALMART CAMPUS
THE CITY OF BENTONVILLE

WALMART CAMPUS

PUD SUBMISSION - 2ND REVISED SUBMISSION
MARCH 1, 2021

CONTACTS

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Springdale AR 72766
(479) 442-1967

Layne Rhodes
(479) 442-1977
lr159@att.com

COX COMMUNICATIONS
Kip Smith
4901 S. 48th Street
Springdale, AR 72762
(479) 717-3796
kip.smith@cox.com

FIRE DEPARTMENT
City of Bentonville
Brent Boydston, Fire Chief
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Bentonville, AR 72712
(479) 271-5927

STREET DEPARTMENT
City of Bentonville
Tony Davis
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-3130

WATER DEPARTMENT
City of Bentonville
Preston Newbill
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-3140

ELECTRIC DEPARTMENT
City of Bentonville
Charlie Barnes
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-3159

WASTEWATER DEPARTMENT
City of Bentonville
Nancy Busen
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Bentonville, AR 72712
(479) 271-3160

PLANNING DEPARTMENT
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CITY ENGINEER
City of Bentonville
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Bentonville, AR
(479) 271-5993

STORMWATER
City of Bentonville
Janet Paith
3200 SW Municipal Drive
Bentonville, AR
(479) 271-5002
jpaith@bentonvillear.com

Walmart
Gensler GFJ swa Miller Boskus Lack
DUDA PAINE WALKER wpm

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P08 Master Plan | Zones
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P10 Zone Map | LSD Package Zone 02N
P11 Zone Map | LSD Package Zone 02NW
P12 Zone Map | LSD Package Zone 02S
P13 Zone Map | LSD Package Zone 03
P14 Zone Map | LSD Package Zone 04
P15 Zone Map | LSD Package Zone 05
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BOUNDARY SURVEY
P17 ROW & Setback Boundaries

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P20 Public City Street | 8th Street
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P28 Office Building OF02 | Collection
P29 Office Building OF03 | Mill
P30 Office Building OF12 | Collection
P31 Office Building OF04 | Apparel Merchant Building
P32 Building D-01 | Food Hall
P33 Parking Garage | PD01
P34 Parking Garage | PD02
P35 Parking Garage | PD03
P36 Parking Garage | PD04

ZONE 02N - ELEVATIONS & MATERIALS
P37 Building E-02 | Fitness Center

ZONE 02NW - ELEVATIONS & MATERIALS
P38 Parking Garage | PD12

ZONE 03 - ELEVATIONS & MATERIALS
P39 Office Building OF05 | Mill
P40 Office Building OF06 | Foundry
P41 Office Building OF07 | Collection
P42 Office Building OF08 | Collection
P43 Parking Garage | PD05
P44 Parking Garage | PD06
P45 Parking Garage | PD10

ZONE 04 - ELEVATIONS & MATERIALS
P46 Office Building OF09 | Mill
P47 Office Building OF10 | Foundry
P48 Office Building OF11 | Collection
P49 Building K-04 | Coffee Shop
P50 Building G-04 | Auditorium, Conference and Training Center
P51 Parking Garage | PD07
P52 Parking Garage | PD08
P53 Parking Garage | PD09

PROJECT DIRECTORY P02

OWNER
Walmart
Bentonville, AR

ARCHITECT
Gensler
5005 Greenville Avenue
Dallas, TX 75206

ARCHITECT
Duda | Paine Architects
333 Liggett Street
Durham, NC 27701

ARCHITECT
Miller Boskus Lack
224 SE 2nd Street
Suite 200
Bentonville, AR 72712

PARKING AND ADVISORY
Walker Consultants
2895 Greenspoint Parkway
Suite 600
Hoffman Estates, IL 60169

CIVIL ENGINEER
CEI
3108 SW Regency Parkway
Bentoville, AR 72712

CIVIL ENGINEER
Walter P Moore
1301 McKinney, Suite 1100
Houston, TX 77010

LANDSCAPE ARCHITECT
SWA
811 W. 7th Street
8th Floor
Los Angeles, CA 90017

Walmart Home Office Campus

PUD Submission - Revision 2

March 1, 2021

Walmart is pleased to submit this application for a Planned Unit Development for the new Home Office Campus. We are proud that Northwest Arkansas is our home and intend, through this project, to make both Bentonville and the region even more attractive for the recruitment and retention of talented people. We believe this Home Office Campus project not only reflects the shared values that have helped accelerate growth of the company, the City of Bentonville, and the region, but also will leave a positive impact on the travelers from around the world who visit Bentonville.

4.1.10(a) Description and purpose of the PUD district.

This submission is the result of more than two years of planning and reflects the goals memorialized in the PUD ordinance. With thousands of associates in mind, both present and future, this campus is designed as a place that embraces the natural beauty of the region, enhances, and promotes the community experience, and reflects our company values.

Smart and Sustainable Design

- The campus reflects Walmart's leadership in environmental sustainability through smart building design with high performance building materials, renewable structural systems, and energy-efficient lighting and HVAC systems.
- It incorporates regionally sourced materials, including Southern Yellow Pine timber, grown in Arkansas and custom manufactured in Central Arkansas, for the primary office structural system.
- Thoughtful design in the use of bioswales, stormwater collection and management for irrigation, and wildlife habitat reflect the company's commitment to water quality and control across campus and into city systems.
- Thousands of low-maintenance native trees, shrubs and grasses provide an inviting landscape experience and open space areas that meet or exceed city requirements.
- Green spaces and trails are designed to provide direct access to nature and encourage outdoor interaction between Walmart associates, the Bentonville community, and the physical environment to reinforce sustainable living and holistic well-being.

Connected Campus

- The new 8th Street corridor will improve both visitor and commuter access to campus and the movement from east to west across town.
- The Razorback Greenway will connect the campus via bike trails, walking paths, and street crossings, encouraging safe and accessible alternative access for associates and visitors.
- The campus is designed with functional and attractive streetscapes framed by trees, plazas, buildings, and bikeways via the reestablished street grid. The road network is designed to disperse traffic more efficiently without putting pressure on only a few points of access.

Rooted in our Community

- A portion of the Razorback Greenway passes through campus and provides new tunnels at J Street and 8th Street.
- The trail network will improve pedestrian and cyclist access to the Bentonville Square, Crystal Bridges Museum, The Momentary, Thaden School, NWACC and other points of interest around the region.

401.10(b) Minimum area required for PUD districts.

This PUD application covers an area of approximately 238.81 acres, exceeding the minimum size required (10 acres).

401.10(c) Master site plan required.

See P07-P08 for the Master Plan.

401.10(d) Allowed uses.

All nonresidential uses in Article 401 which are permitted conditionally or by-right in commercial and mixed-use districts. Further details with respect to land use, phasing, and future uses are described by the Master Plan and Construction Phasing Plan on P07, P08, and P16.

401.10(e) Density requirements.

No density requirements are set, as this PUD proposes no residential uses.

401.10(f)(1) Description of proposed zoning and development standards.

Density:	N/A. No residential uses are proposed.
Building setbacks:	See P17, ROW & Setback Boundaries, for setbacks from public streets. Side and rear setbacks are 0' for any interior parcels.
Height of building or structure:	Structures shall have a maximum height of 100' above ground level finished floor elevation, except mechanical and telecommunications equipment and required screens may extend beyond this limit.
Lot size, lot width, and lot depth:	No minimum or maximum dimension.
Landscaping:	Parking Lot Landscaping: As required for similar developments, except that the number of trees required shall be provided in the continuous planting islands, where applicable, at the minimum rate of (1) shade tree per every nine (9) parking spaces located in the double row. Internal planting islands shall not be required. Trees shall not be required in external planting islands. External planting islands shall be a minimum size of nine (9) feet by sixteen (16) feet. Street Frontage Buffer Landscaping: See P18-P24 Street Sections.
Required off-street parking spaces:	N/A. No residential uses are proposed.
Street widths:	See P18-P24 Street Sections.
Garage setbacks:	N/A. No residential garages are proposed.

401.10(f)(2) Modifications prohibited.

Compliance with the development standards referenced in this code section will be demonstrated by way of the Large Scale Development submission.

401.10(g)(1) PUD districts common open space requirements.

This proposal exceeds the minimum requirements for open space to provide a variety of accessible outdoor experiences for Walmart associates, visitors, and, where provided, the public. Please refer to the open space plan which provides details for each phase.

The master plan will provide open space that meets or exceeds code requirements.

See P26, Open Space Area, for required details.

401.10(g)(2) PUD districts parking and off-street loading requirements.

Each phase of the PUD delivers parking in a campus format. The total amount of parking provided in each phase meets or exceeds the minimum requirements set forward in Article 501 of the Bentonville Unified Development Code.

See P16, Phasing Plan, for additional details.

401.10(g)(3) PUD districts perimeter requirements.

The master plan is designed to create maximum compatibility with surrounding land uses.

These street and landscaping improvements have been designed to meet the expectations Bentonville residents living in adjacent neighborhoods have for excellent and continuous public improvements.

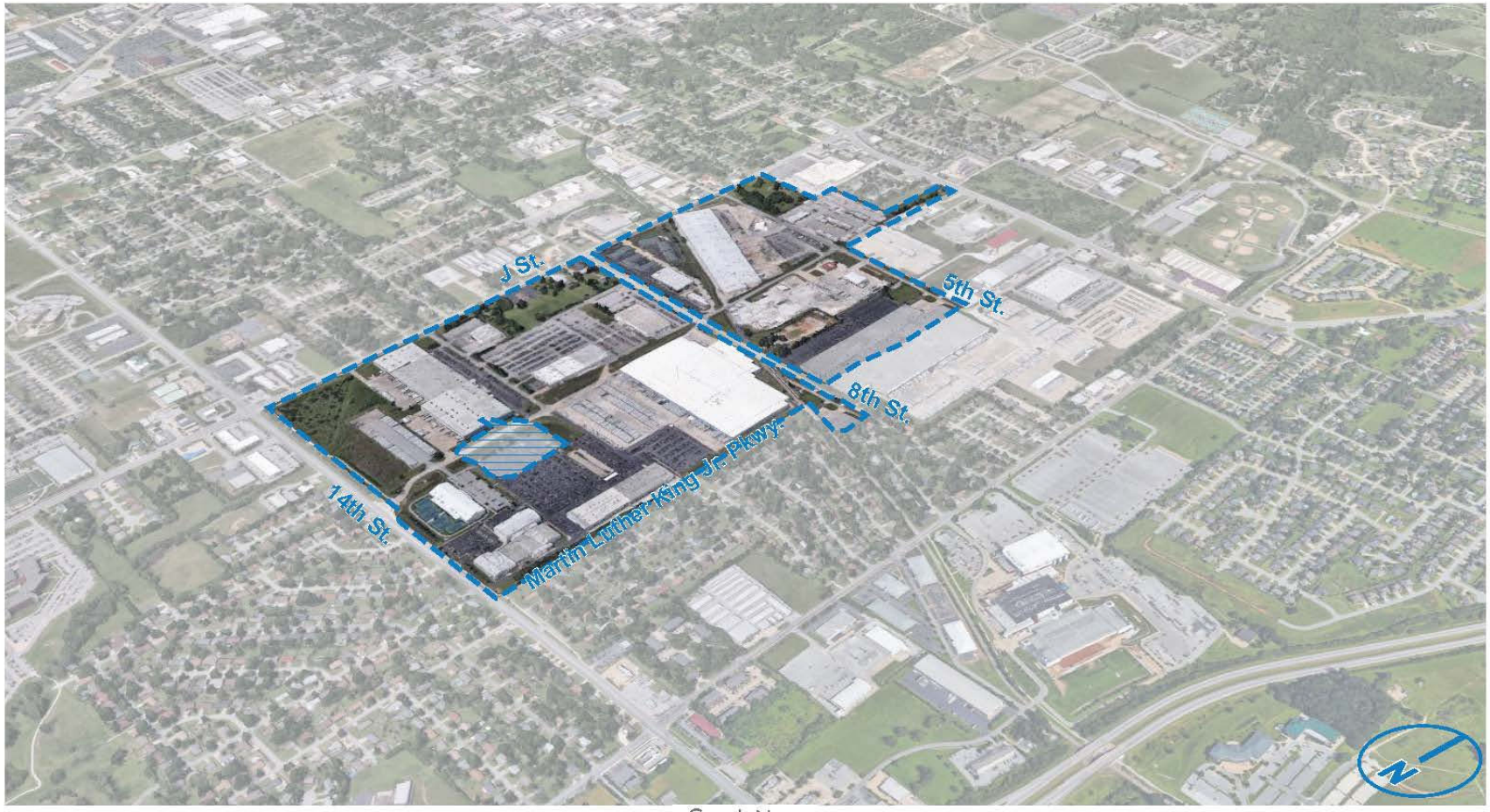
401.10(g)(4) PUD districts structural design standards.

Refer to P27 and the following pages for documentation showing compliance with structural design standards, such as elevations and material palettes.

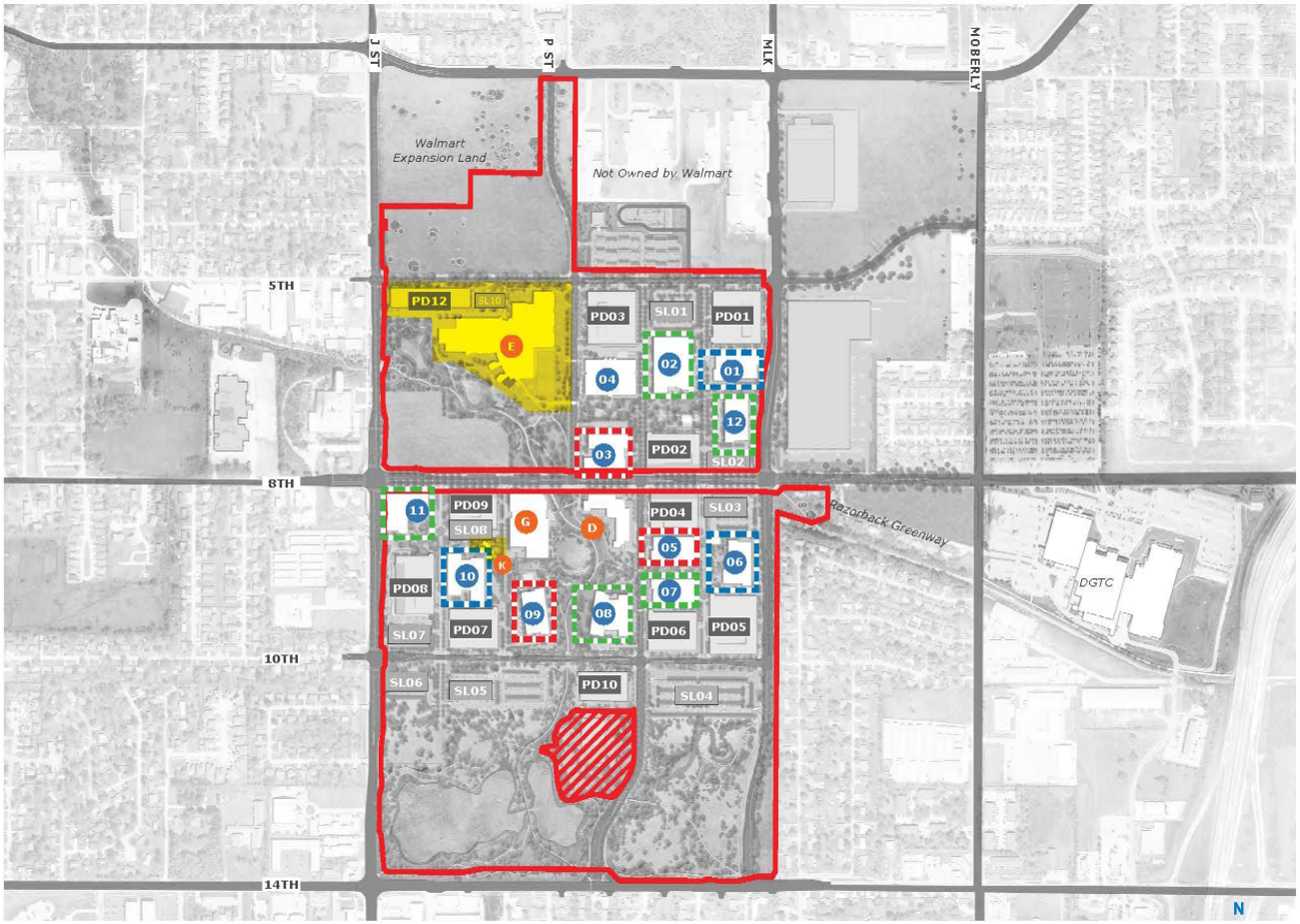
GENERAL VICINITY MAP



SITE BOUNDARY

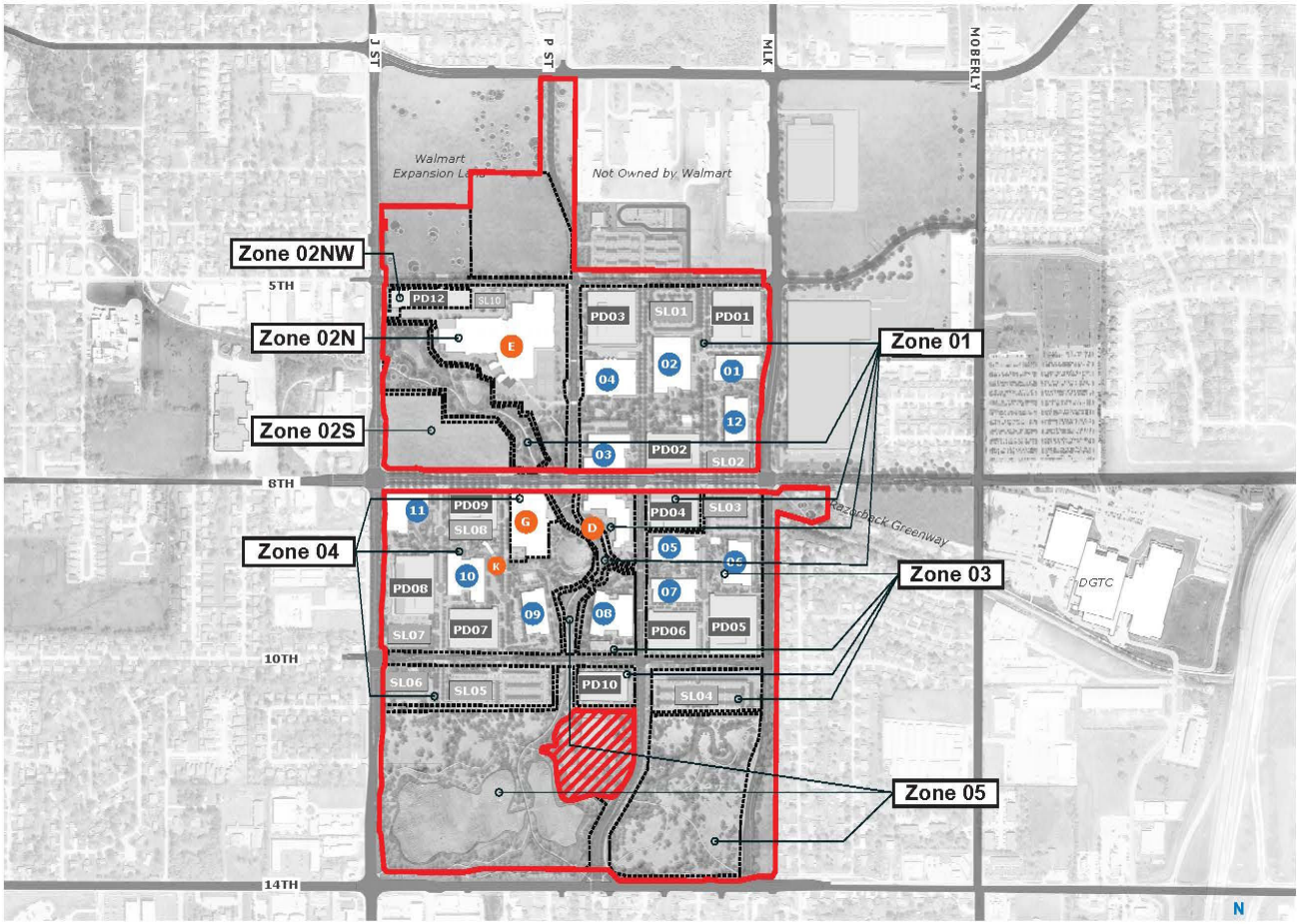


Google Maps



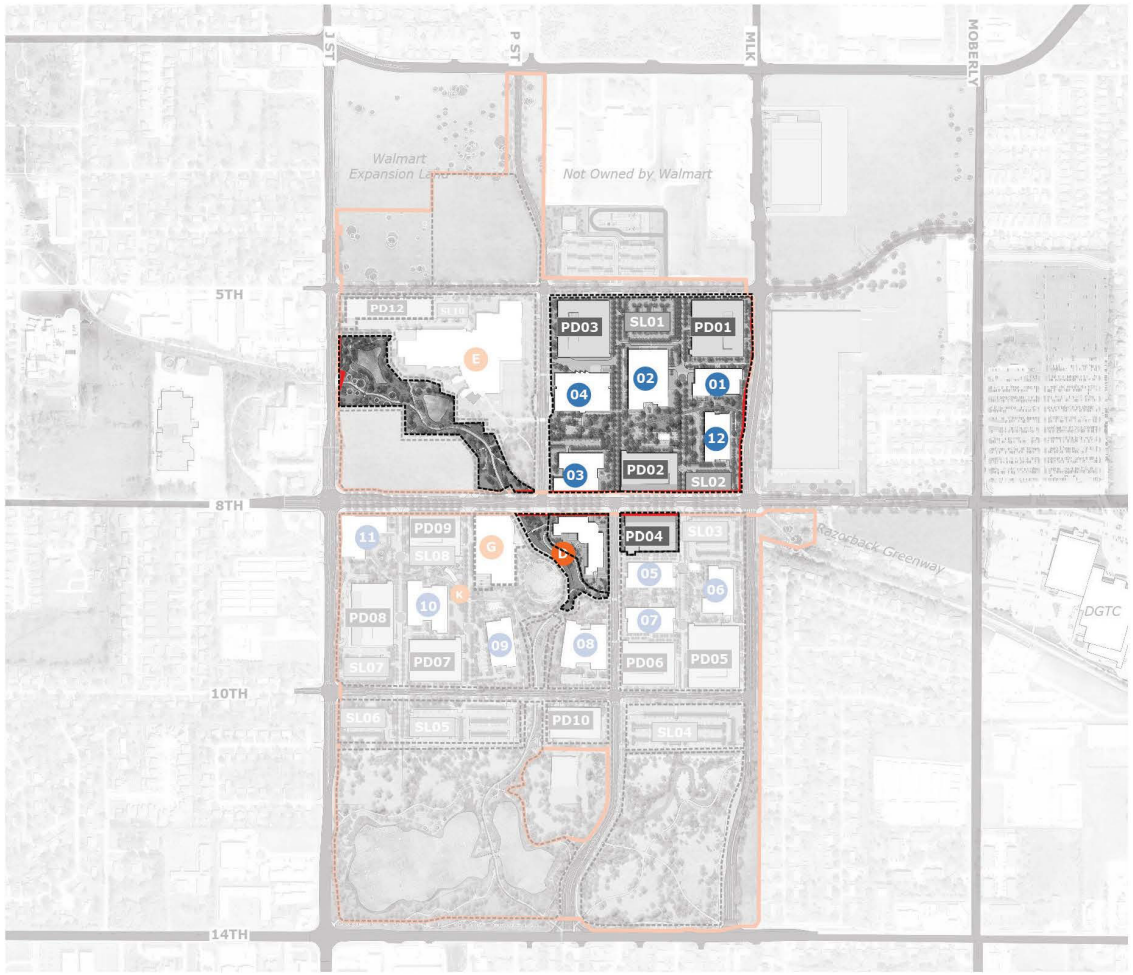
Legend

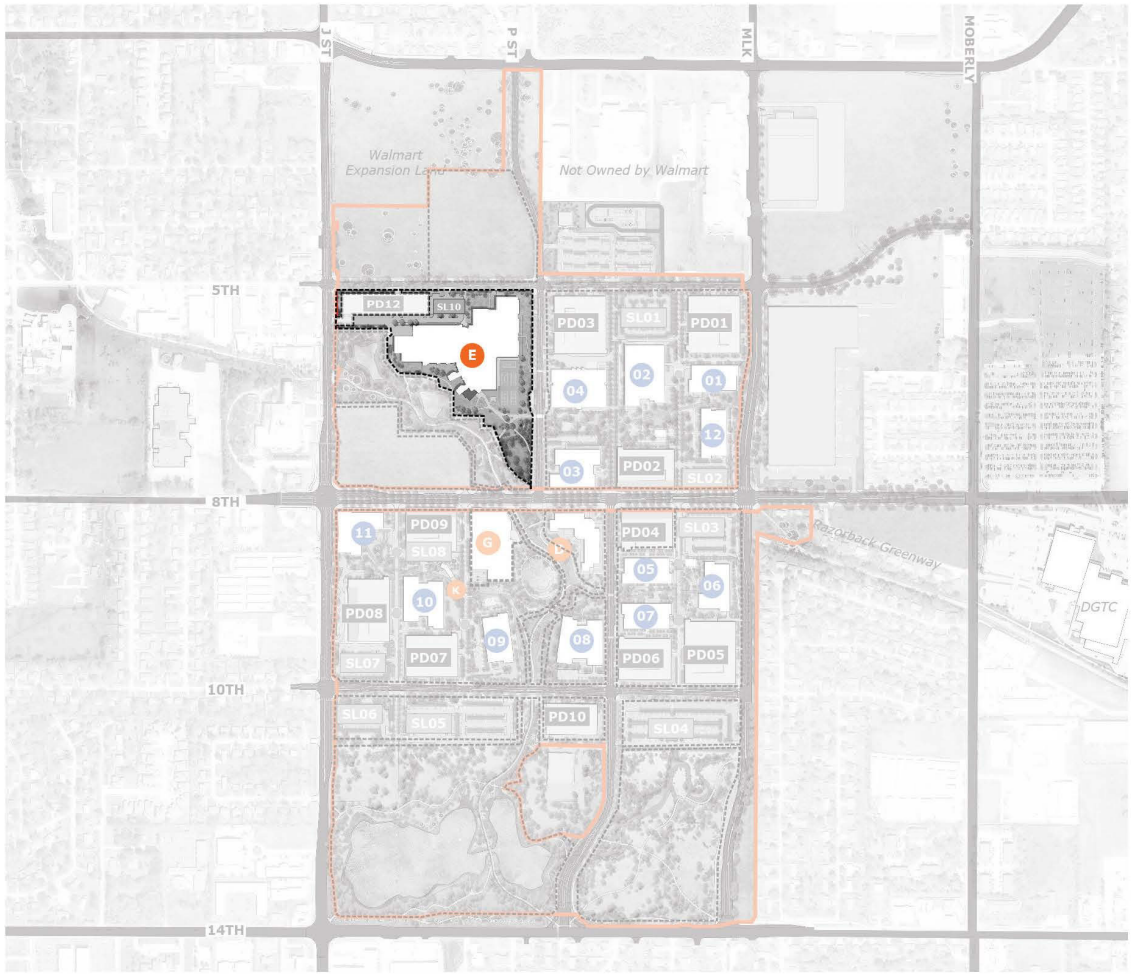
- # — Office Building Number
- A — Amenity & Support
- PD# — Parking Deck
- SL# — Surface Lot
- "Mill" Building
- "Foundry" Building
- "Collection" Building
- Areas Revised from Previous Submission



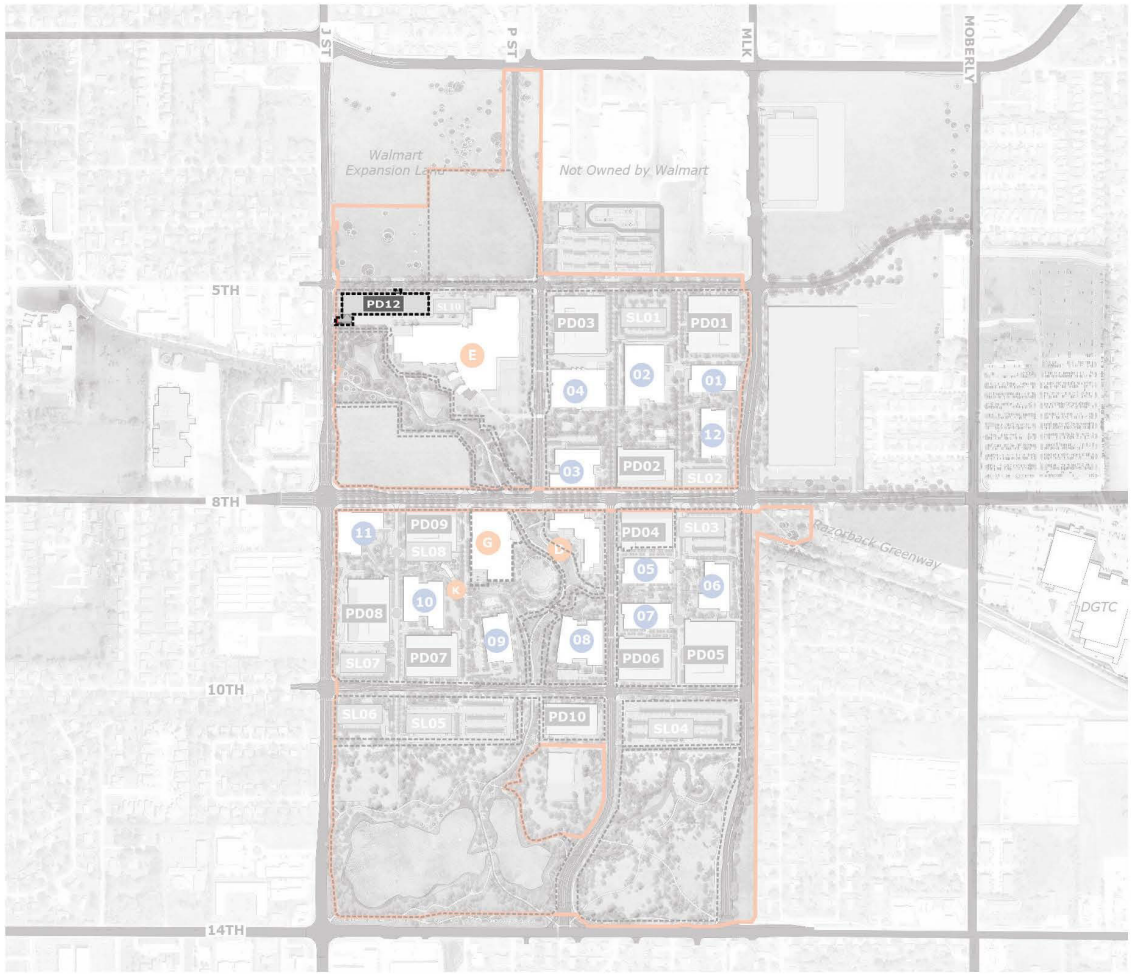
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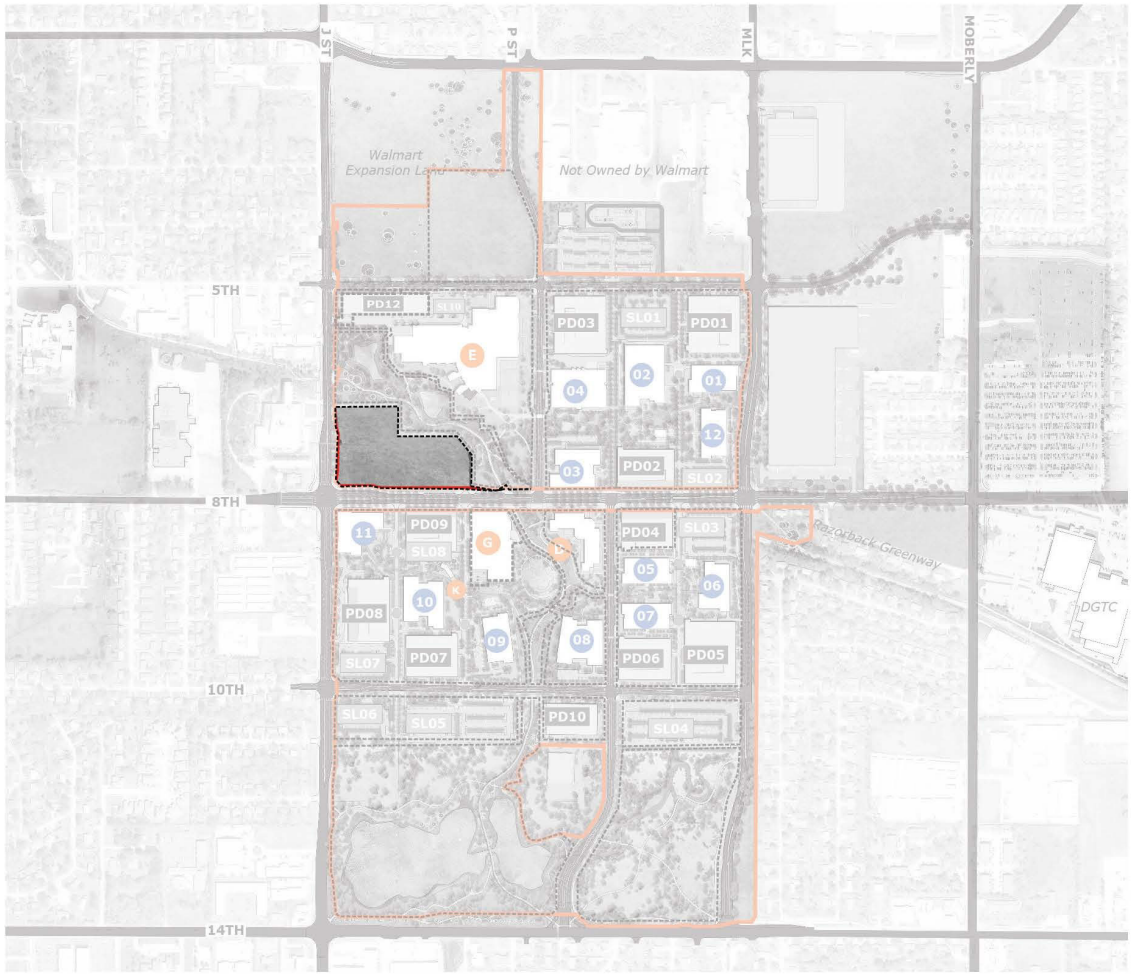
- # — Office Building Number
- A — Amenity & Support
- PD# — Parking Deck
- SL# — Surface Lot
- Zone Boundary

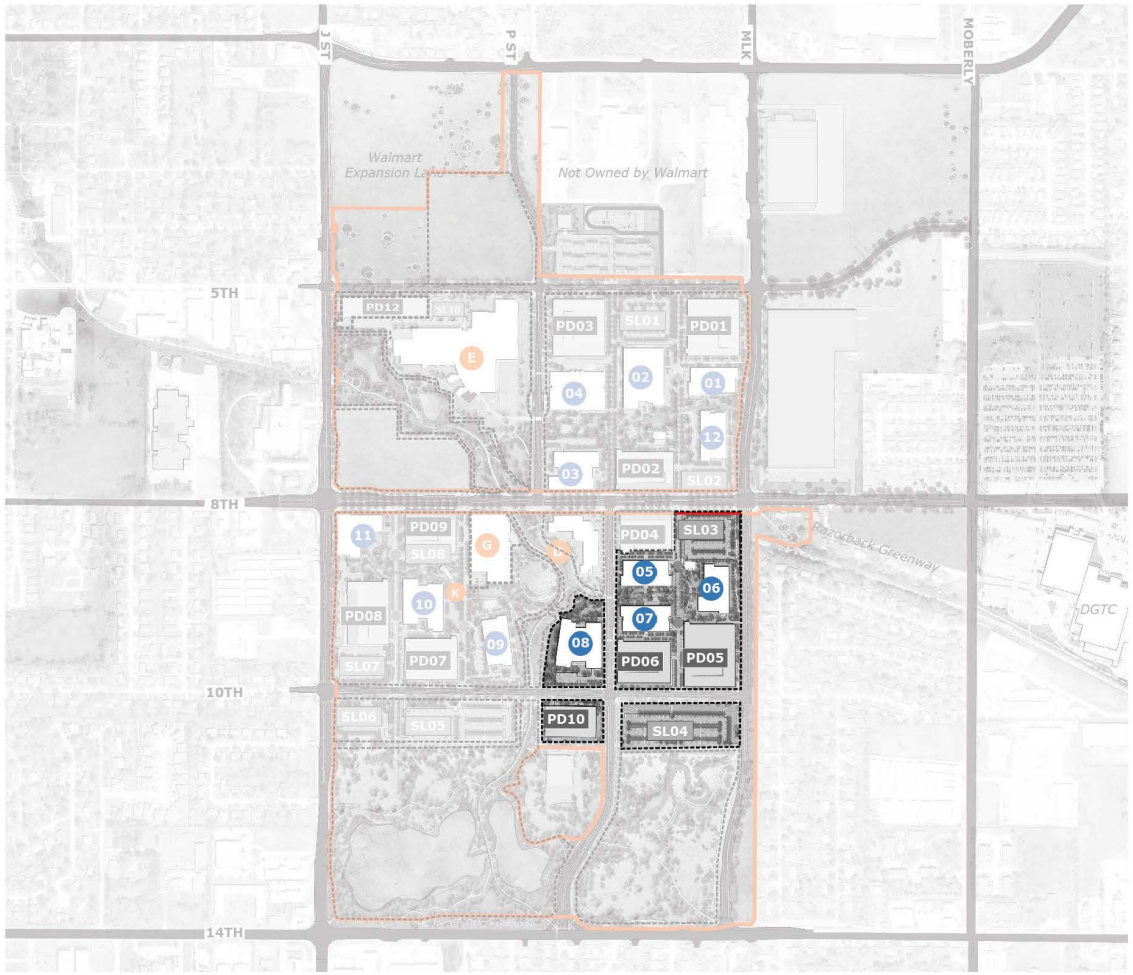

1ST
P ST
MLK
MOBERLY
Walmart Expansion Land
Not Owned by Walmart
5TH
8TH
10TH
14TH
PD12
SL10
PD03
SL01
PD01
PD02
SL02
PD09
SL08
PD04
SL03
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SL07
PD07
PD06
PD05
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SL05
PD10
SL04
Razorback Greenway
DGTC

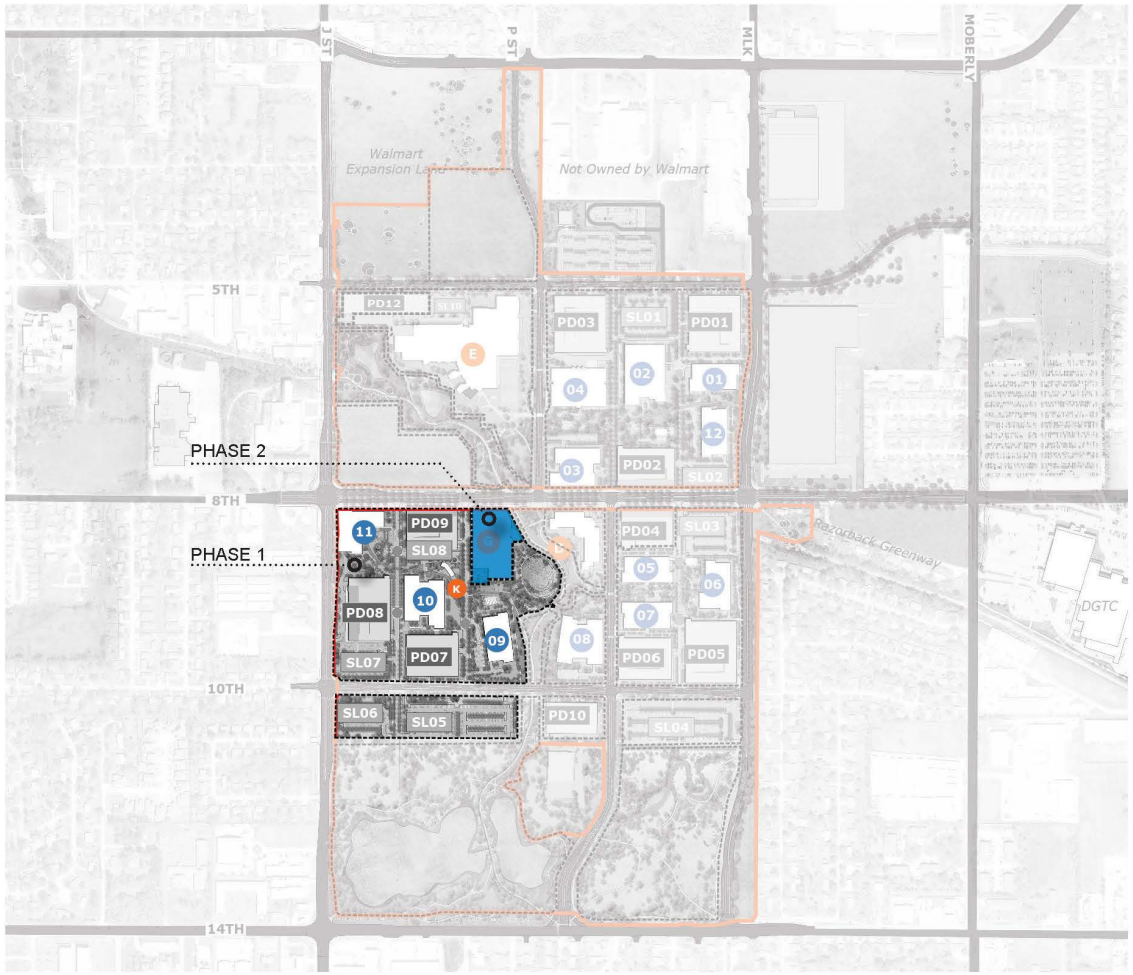

J ST
P ST
MLK
MOBERLY
Walmart Expansion Land
Not Owned by Walmart
5TH
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14TH
PD09
SL08
PD08
SL07
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SL06
SL05
PD10
PD04
SL03
PD06
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SL04
PD03
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PD01
PD02
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SL10
Razorback Greenway
DGTC
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12

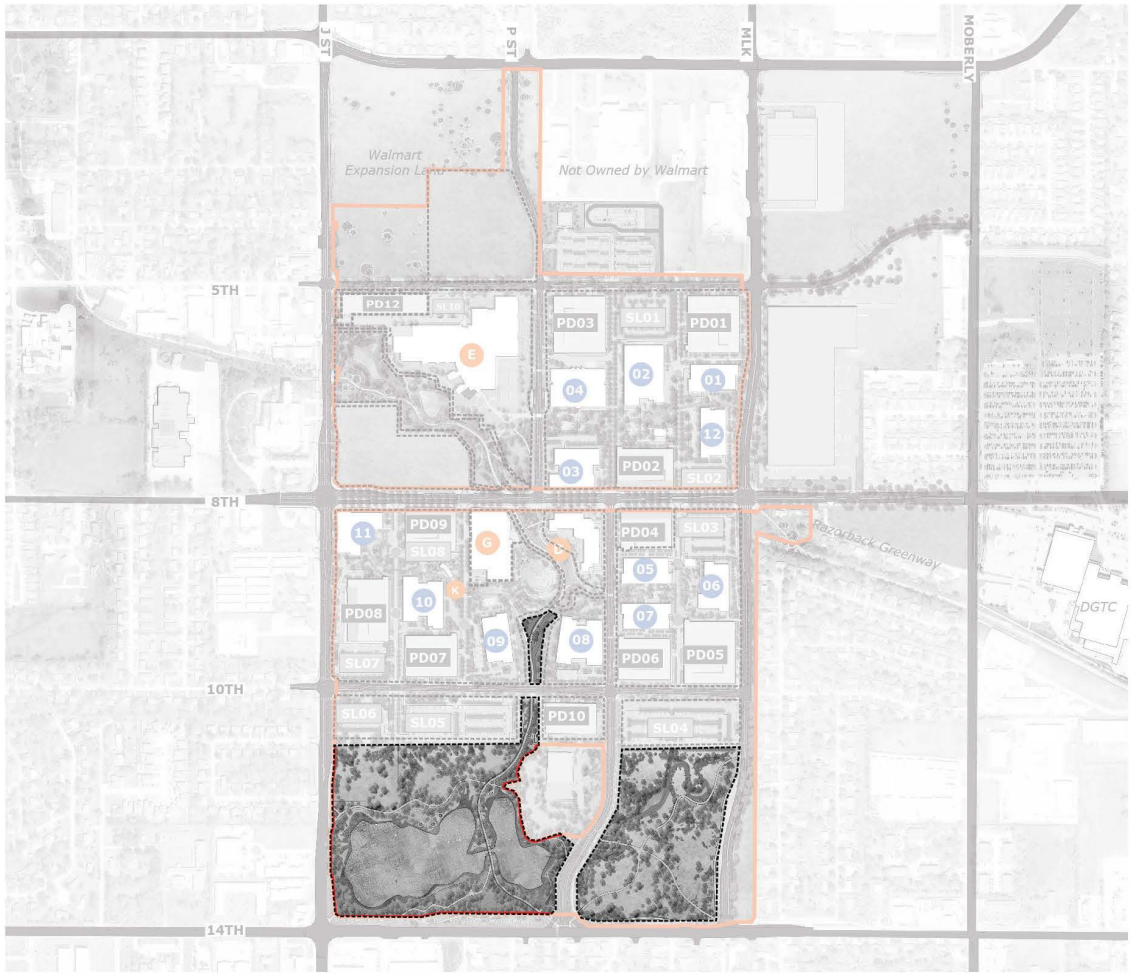
The PD12 parking garage will be constructed in an early phase without landscaping. Landscaping will be added during the construction of the adjacent Zone 02N/Fitness Center and will be complete before Grand Opening of Fitness Center.

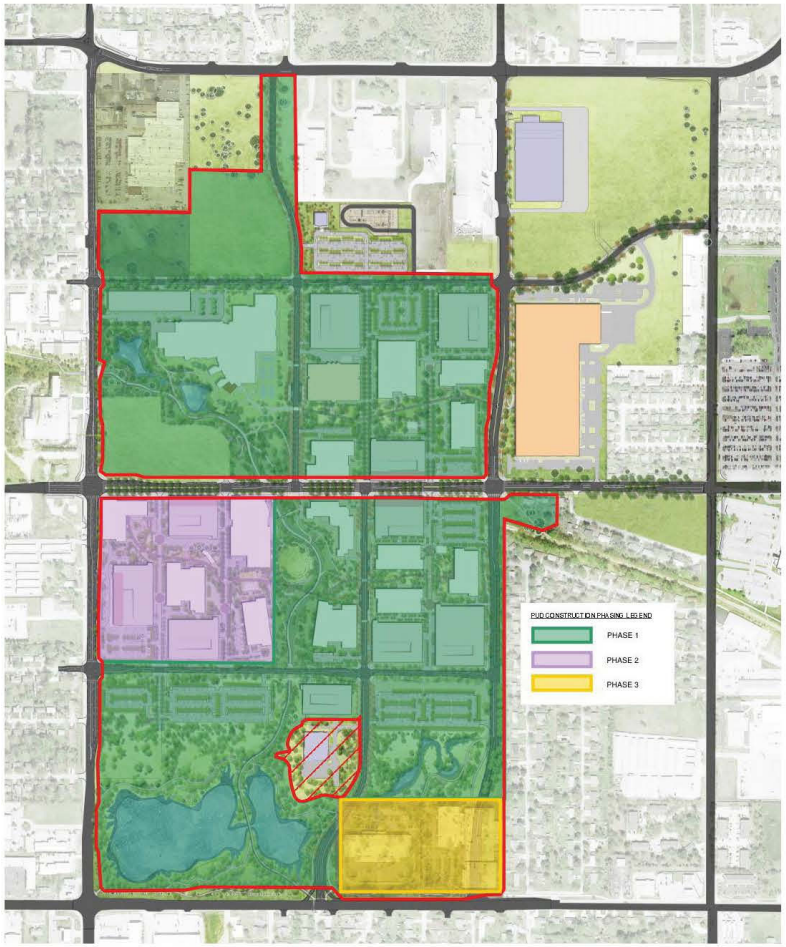



J ST
P ST
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MOBERLY
Walmart Expansion Land
Not Owned by Walmart
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SL04
Razorback Greenway
DGTC
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J ST
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MOBERLY
Walmart Expansion Land
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J ST
P ST
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MOBERLY
Walmart Expansion Land
Not Owned by Walmart
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14TH
PHASE 2
PHASE 1
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Razorback Greenway
DGTC


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Walmart Expansion Land
Not Owned by Walmart
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SL04
Razorback Greenway
DGTC



PHASE 1

Required Parking Spaces:	5,536
Total Parking Spaces:	10,820

PHASE 2

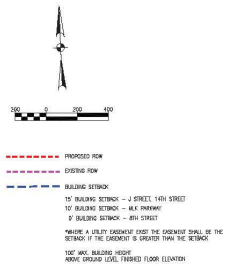
Required parking spaces:	2,846
Total parking spaces:	6,311

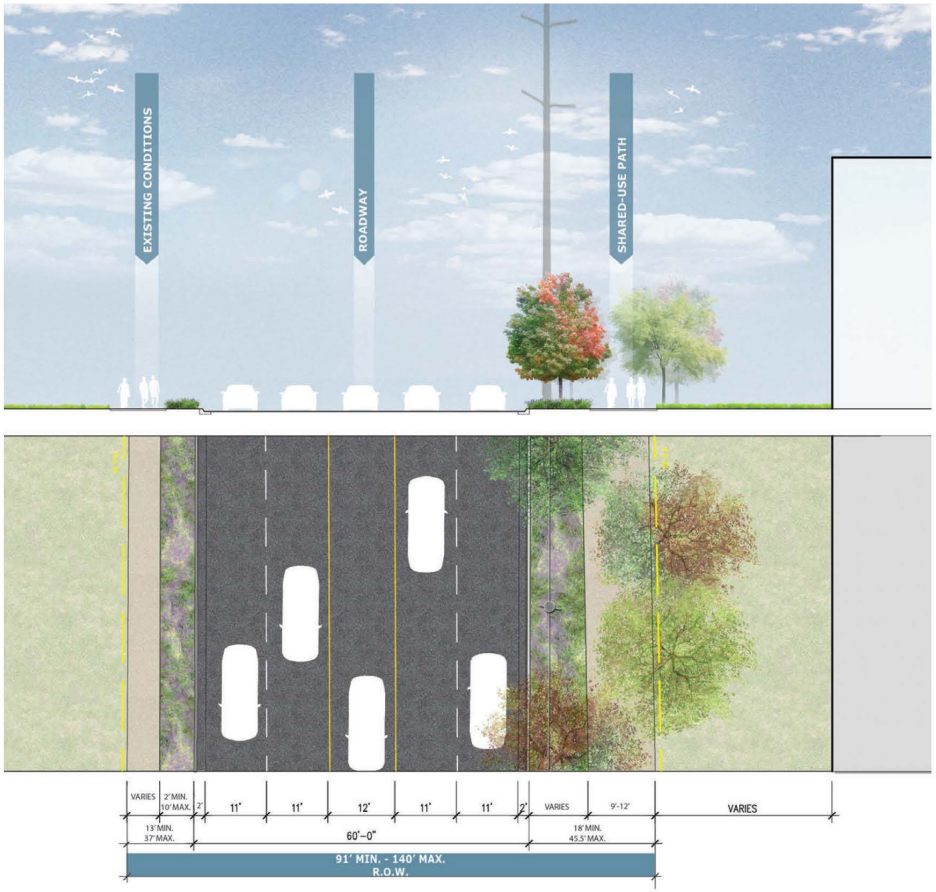
PHASE 3

Required parking spaces:	0
Total parking spaces:	0



LEGEND


200 0 200 400
PROPOSED ROW
EXISTING ROW
BUILDING SETBACK
15' BUILDING SETBACK – J STREET, 14TH STREET
10' BUILDING SETBACK – MLK PARKWAY
0' BUILDING SETBACK – 8TH STREET
*WHERE A UTILITY EASEMENT EXIST THE EASEMENT SHALL BE THE SETBACK IF THE EASEMENT IS GREATER THAN THE SETBACK
100' MAX. BUILDING HEIGHT
ABOVE GROUND LEVEL FINISHED FLOOR ELEVATION



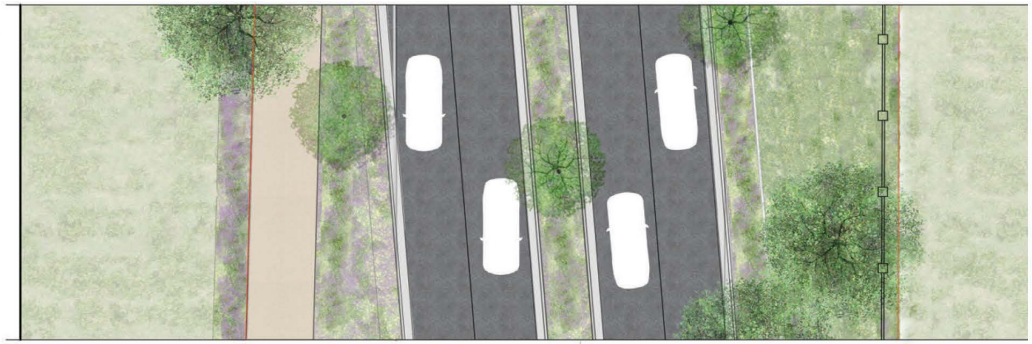
*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development

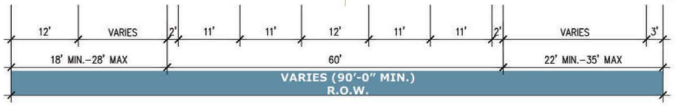
PROPOSED GUIDELINES

EAST

- *6' Min. wide green space curb zone*
- *10' Min. wide shared-use sidewalk Note: Reduced width where necessary to minimize impact to existing trees.*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*
- *New trees planted under overhead utilities shall not exceed a mature height of 25 feet.*





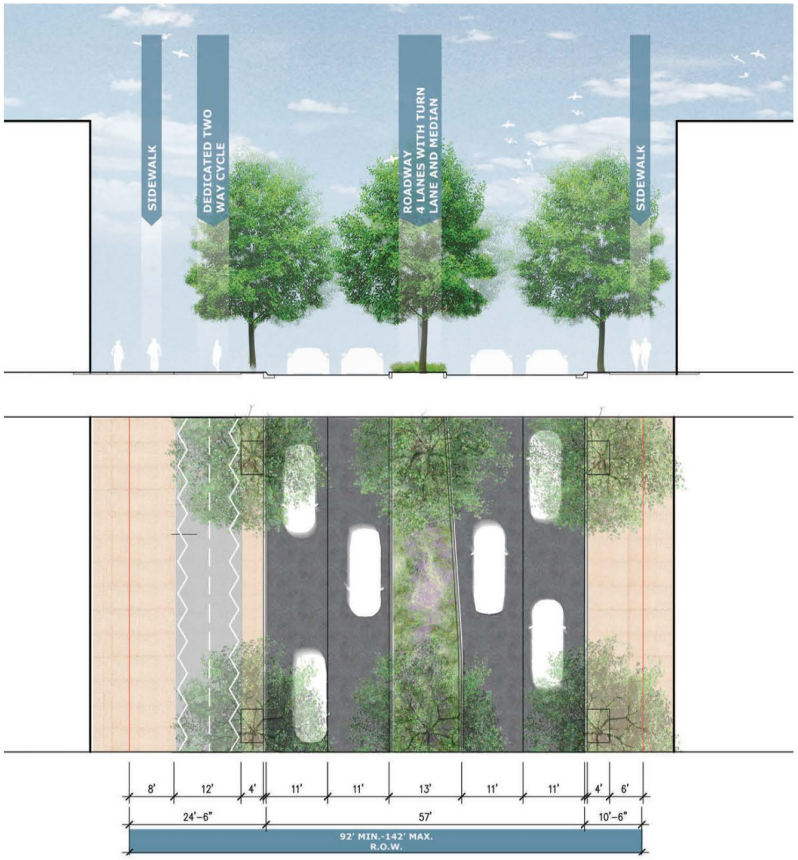


PROPOSED GUIDELINES

EAST & WEST

- *6′ Min. wide green space curb zone*
- *10′ Min. wide shared-use sidewalk (on west side only)*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*

*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development



*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development

PROPOSED GUIDELINES

NORTH

- *4' wide paved curb zone*
- *6' Min. wide sidewalk*

SOUTH

- *4' paved curb zone*
- *12' wide two-way cycle path*
- *8' Min. wide sidewalk*

- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*



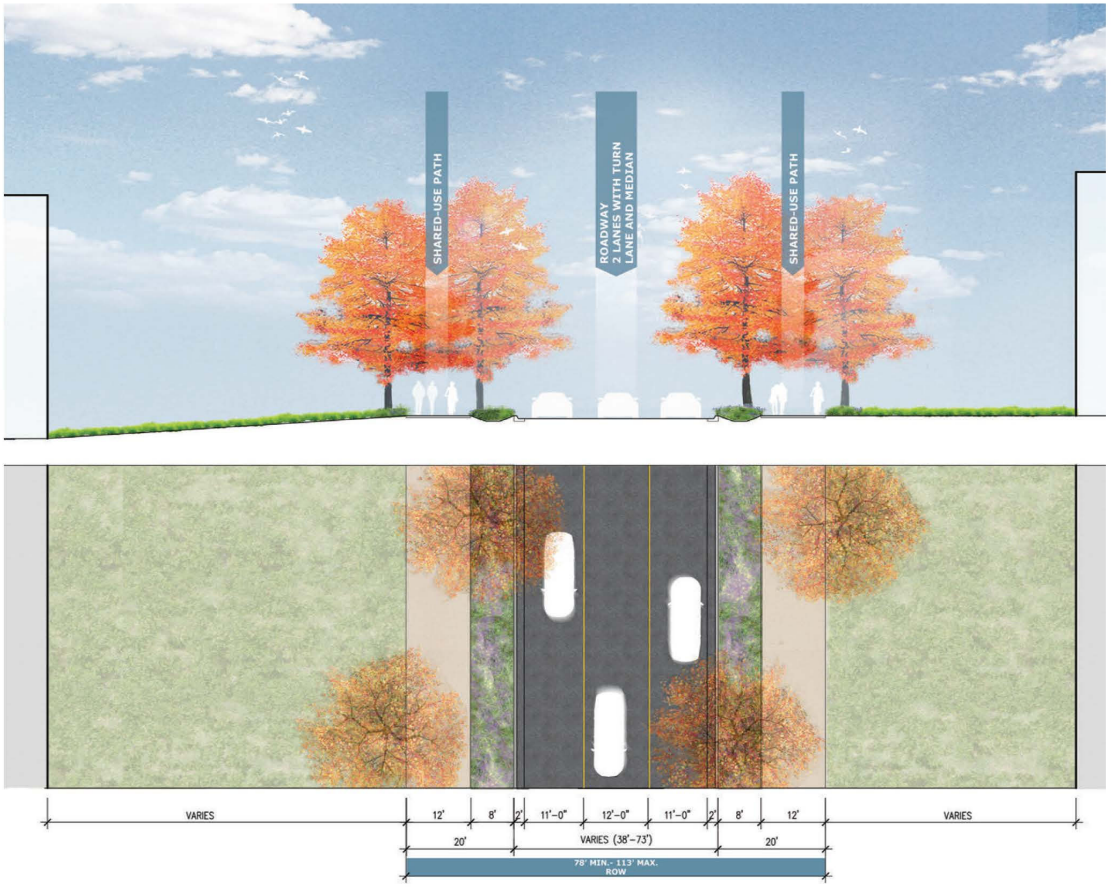


PROPOSED GUIDELINES

NORTH

- *8' Min. wide green space curb zone*
- *10' Min. wide shared-use sidewalk*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*
- *New trees planted under overhead utilities will be coordinated with AEP/ SWEPCO.*

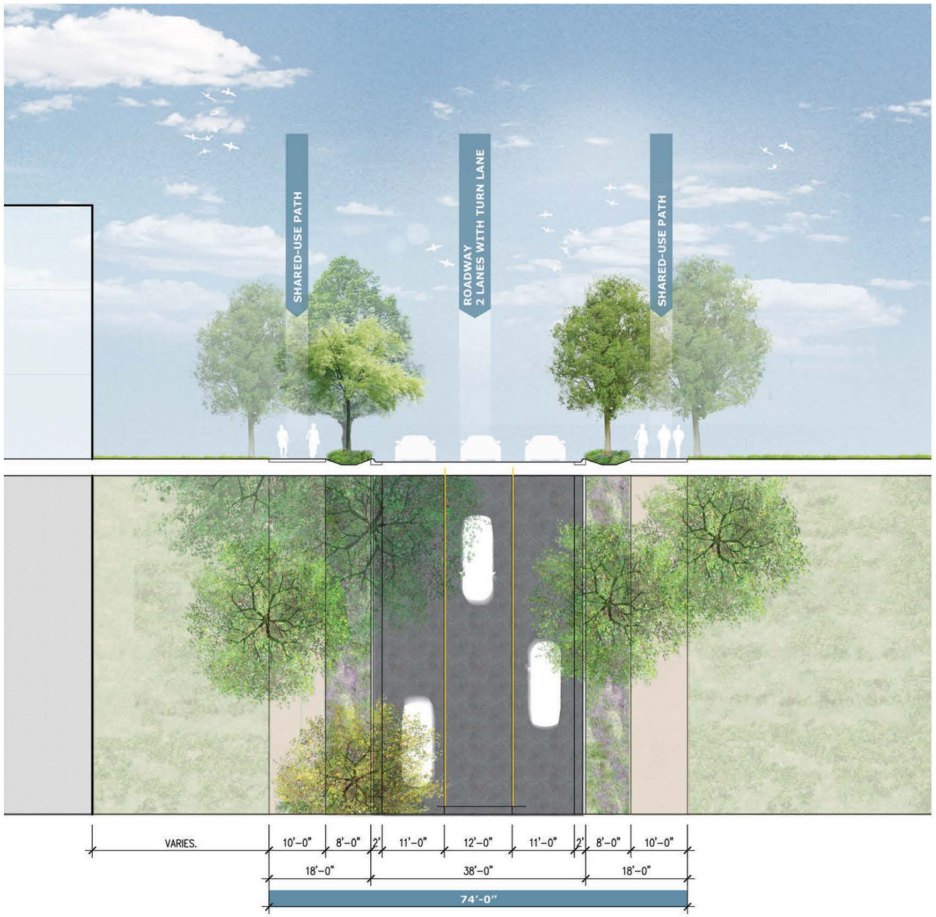
*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development
**Roadway lane layout provided for reference only and subject to change based on approved documents



PROPOSED GUIDELINES

- *8′ wide green space curb zone*
- *10′ Min. wide shared-use sidewalk on at least one side of the street*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*

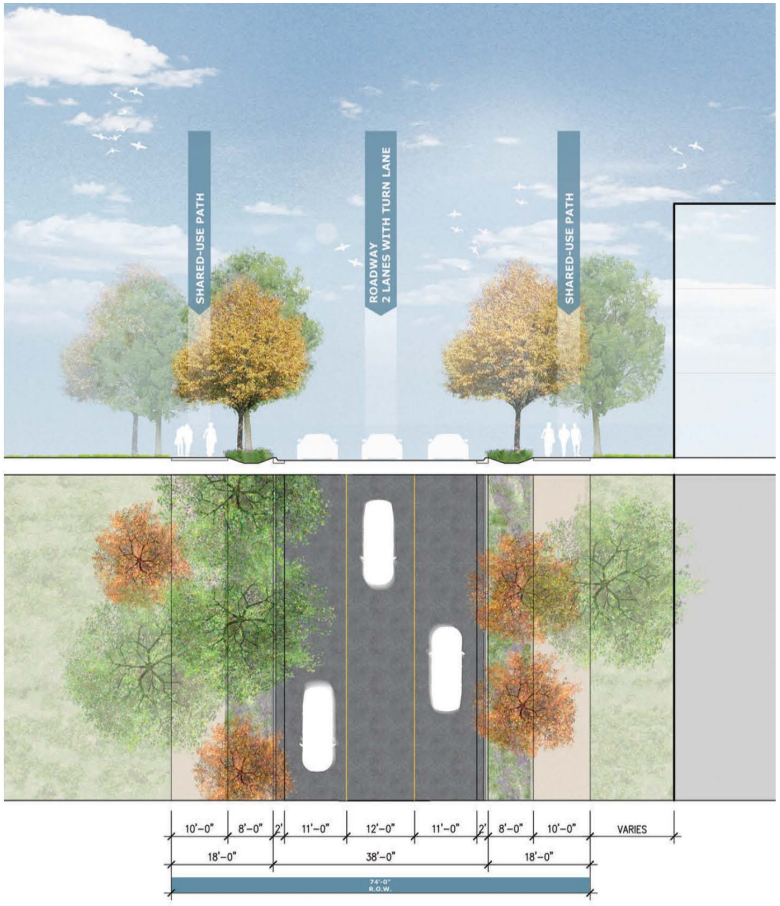
*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development



*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development

PROPOSED GUIDELINES

- *8' wide green space curb zone*
- *10' Min. wide shared-use sidewalk on at least one side of the street*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*



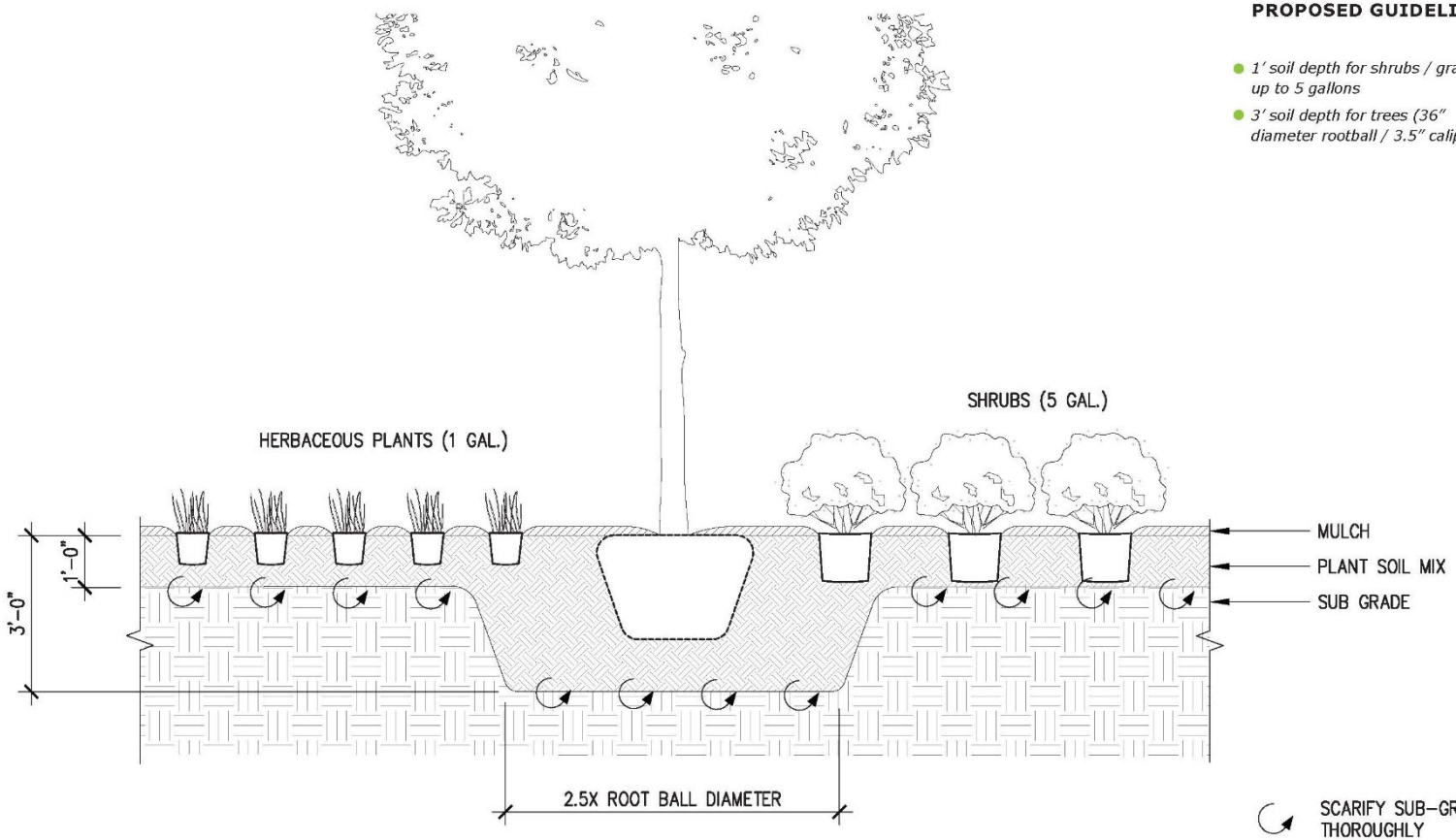
*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development

PROPOSED GUIDELINES

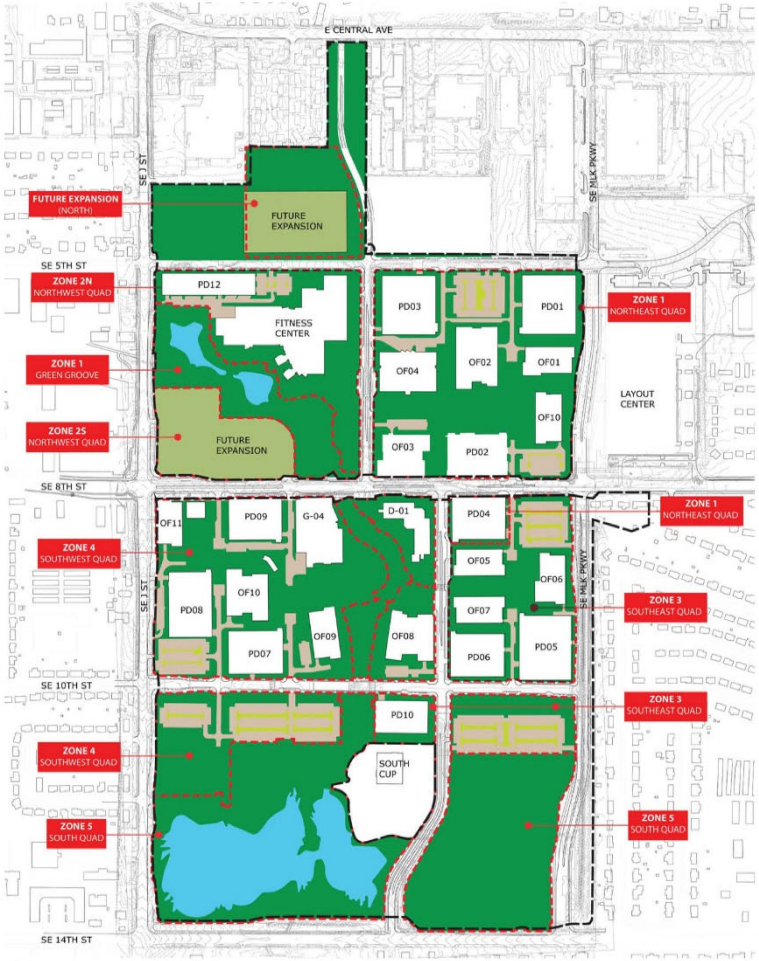
- *8′ wide green space curb zone*
- *10′ Min. wide shared-use sidewalk on at least one side of the street*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*

PROPOSED GUIDELINES

- *1' soil depth for shrubs / grasses up to 5 gallons*
- *3' soil depth for trees (36" diameter rootball / 3.5" caliper).*



OPEN SPACE AREA



ZONE 1
AREA: 34.1 acres
OPEN SPACE: 16.22 acres
OPEN SPACE PERCENTAGE: 47%
(27% ABOVE REQUIREMENT)

ZONE 1 - GREEN GROOVE
AREA: 11 acres
OPEN SPACE: 10 acres
OPEN SPACE POND: 1.2 acres
OPEN SPACE PERCENTAGE: 90%
(70% ABOVE REQUIREMENT)

ZONE 2S
AREA: 7.7 acres
FUTURE EXPANSION AREA: 7.7 acres

ZONE 2N
AREA: 16.2 acres
OPEN SPACE: 7.6 acres
OPEN SPACE PERCENTAGE: 47%
(27% ABOVE REQUIREMENT)

ZONE 3
AREA: 24.8 acres
OPEN SPACE: 11.57 acres
OPEN SPACE PERCENTAGE: 46%
(26% ABOVE REQUIREMENT)

ZONE 4
AREA: 38.6 acres
OPEN SPACE: 18.2 acres
OPEN SPACE PERCENTAGE: 46%
(26% ABOVE REQUIREMENT)

ZONE 5
AREA: 48.5 acres
OPEN SPACE: 36.0 acres
OPEN SPACE POND: 12.5 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

FUTURE EXPANSION (NORTH)
AREA: 9.2 acres
OPEN SPACE: 4.4 acres
OPEN SPACE PERCENTAGE: 47%
(27% ABOVE REQUIREMENT)
FUTURE EXPANSION AREA: 4.9 acres

TOTAL AREA: 231.1 ACRES
OPEN SPACE: 118.47 acres
TOTAL OPEN SPACE PERCENTAGE: 51%
(31% ABOVE REQUIREMENT)

KEY

- OPEN SPACE AREA - SOFTSCAPE OR PEDESTRIAN HARDSCAPE
- OPEN SPACE AREA - POND OR SEASONAL WATERWAY
- FUTURE EXPANSION ZONE (NOT INCLUDED IN OPEN SPACE AREA)
- PARKING LOT/VEHICULAR PAVING AREA (NOT INCLUDED IN OPEN SPACE AREA)
- PARKING LOT PLANTING (NOT INCLUDED IN OPEN SPACE AREA)

Note: PUD Revision 2 includes adjustments to open space areas associated with the addition of fitness center and coffee shop developments.



NORTH ELEVATION



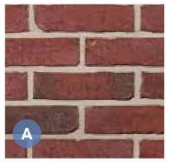
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



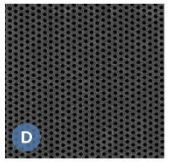
BR01- RED THIN BRICK



GL01- VISION GLASS



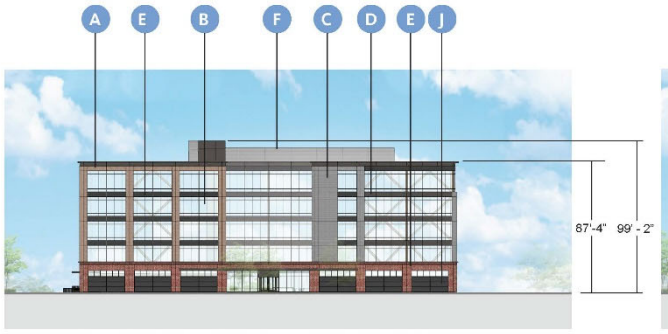
MP01- GRAY METAL MINIMUM 24 GAUGE



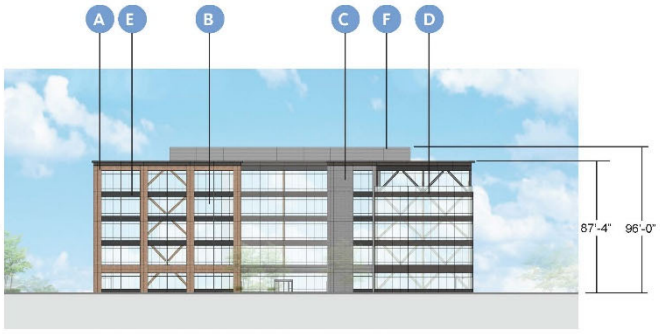
MP05- PERFORATED METAL MINIMUM 24 GAUGE



WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



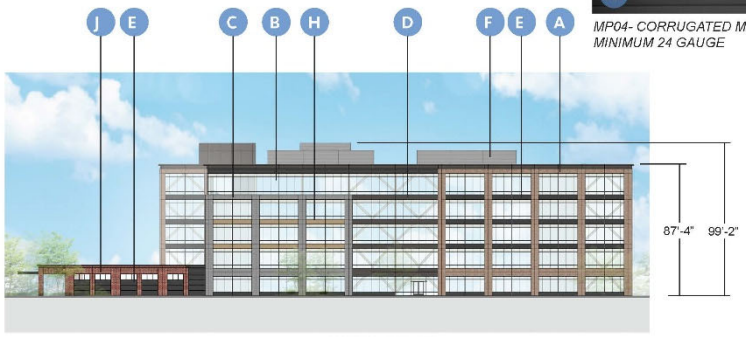
NORTH ELEVATION



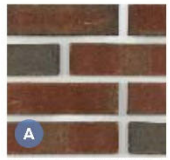
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



BR02- RED THIN BRICK



GL01- VISION GLASS



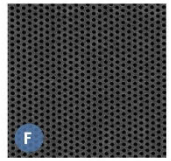
BR04- GRAY THIN BRICK



MP03- BLACK METAL MINIMUM 24 GAUGE



MP04- CORRUGATED METAL MINIMUM 24 GAUGE



MP05- PERFORATED METAL MINIMUM 24 GAUGE



WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



BR05- RED THIN BRICK



NORTH ELEVATION



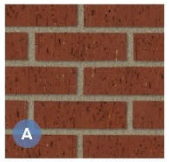
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



BR01- RED THIN BRICK



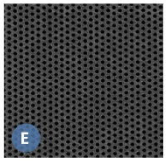
GL01- VISION GLASS



MP03- BLACK METAL
MINIMUM 24 GAUGE



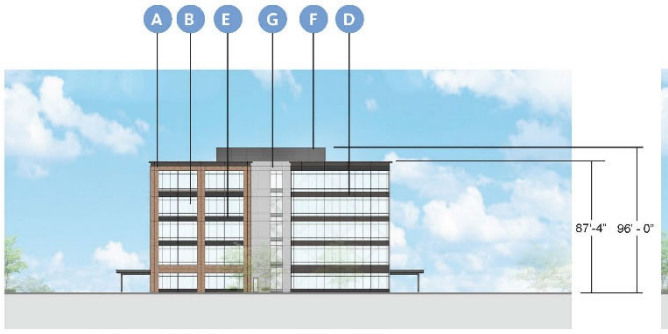
MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



MP05- PERFORATED METAL
MINIMUM 24 GAUGE



WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



NORTH ELEVATION



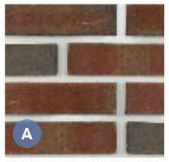
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



BR02- RED THIN BRICK



GL01- VISION GLASS



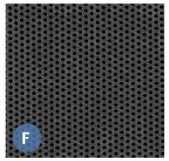
BR04- GRAY THIN BRICK



MP03- BLACK METAL MINIMUM 24 GAUGE



MP04- CORRUGATED METAL MINIMUM 24 GAUGE



MP05- PERFORATED METAL MINIMUM 24 GAUGE



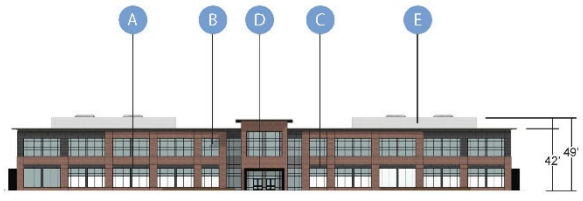
MP01- GRAY METAL MINIMUM 24 GAUGE



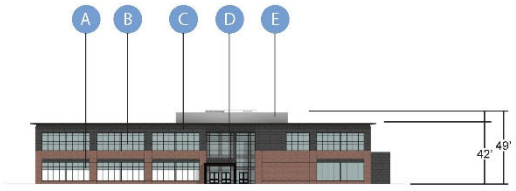
WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



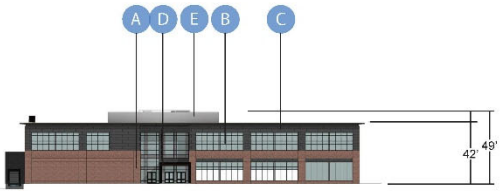
NORTH ELEVATION



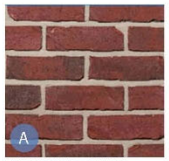
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



BR01- RED BRICK



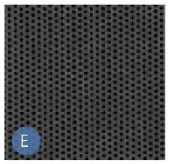
GL01- VISION GLASS



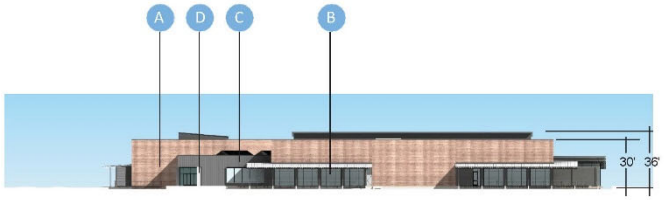
MP01- GRAY METAL
MINIMUM 24 GAUGE



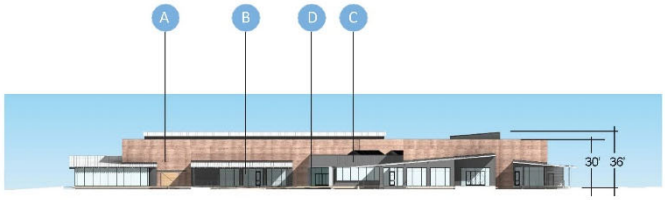
MP03- BLACK METAL
MINIMUM 24 GAUGE



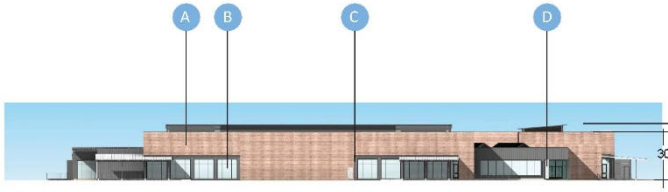
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



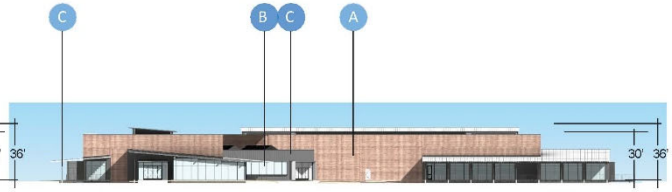
NORTH ELEVATION



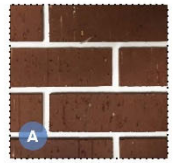
SOUTH ELEVATION



EAST ELEVATION



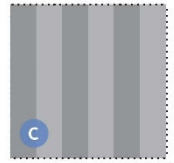
WEST ELEVATION



BR01- RED BRICK



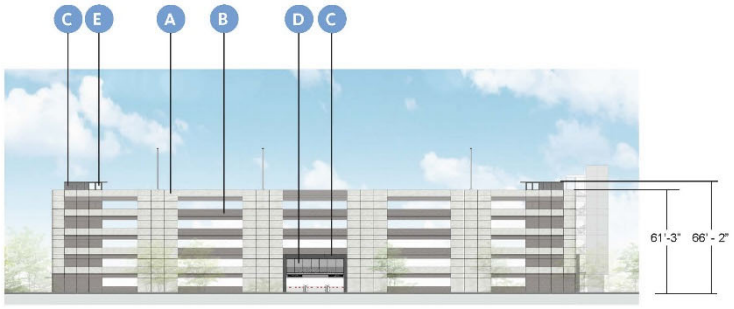
GL01- VISION GLASS



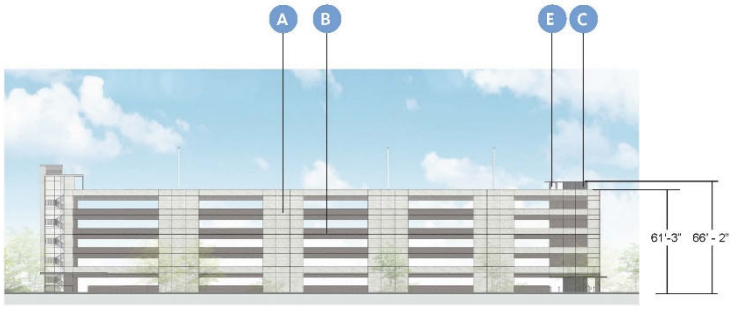
MP01- CONCEALED FASTENER METAL PANEL MINIMUM 24 GAUGE



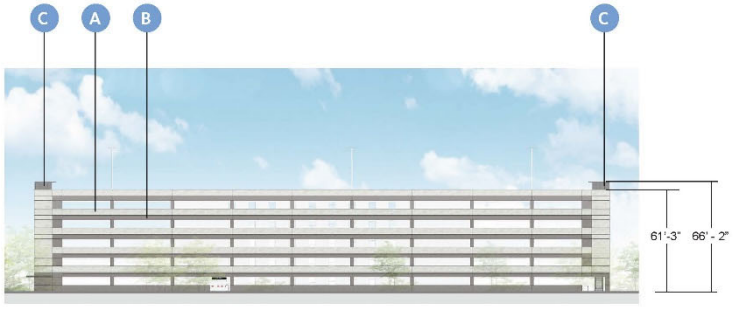
MP02- DARK METAL MINIMUM 24 GAUGE



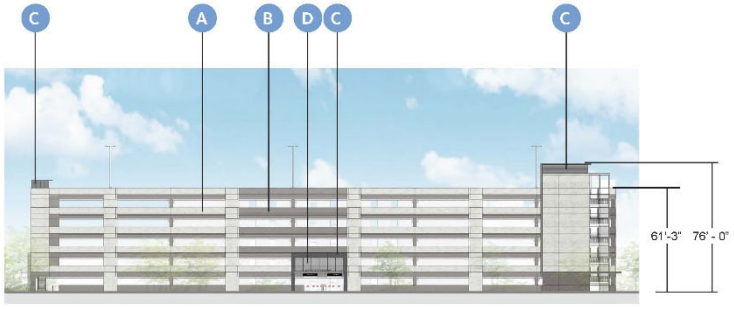
NORTH ELEVATION



SOUTH ELEVATION



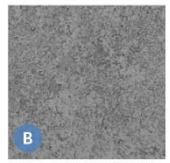
EAST ELEVATION



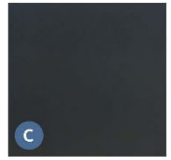
WEST ELEVATION



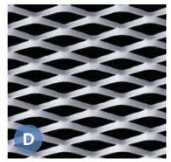
PC01- PRECAST LIGHT



PC02- PRECAST DARK



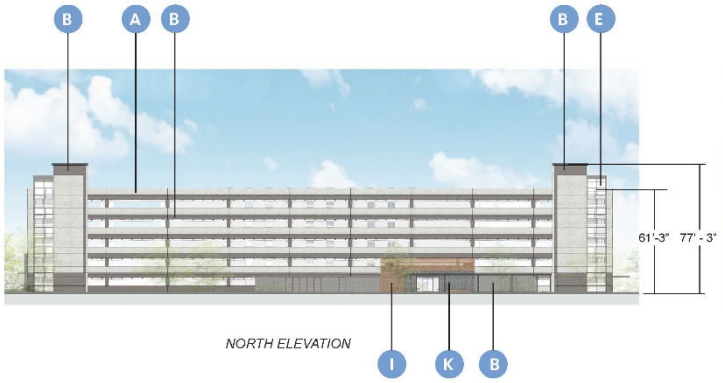
MP03- BLACK METAL MINIMUM 24 GAUGE



MP06 - EXPANDED METAL MINIMUM 24 GAUGE



GL01- VISION GLASS



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



PC01-
PRECAST LIGHT



WD02 -
WOOD SLAT



PC02-
PRECAST DARK



BR02 -
BRICK VENEER



MP03-
BLACK METAL
MINIMUM 24
GAUGE



BR03 -
BRICK VENEER



MP06 -
EXPANDED METAL
MINIMUM 24
GAUGE



BR04 -
BRICK VENEER



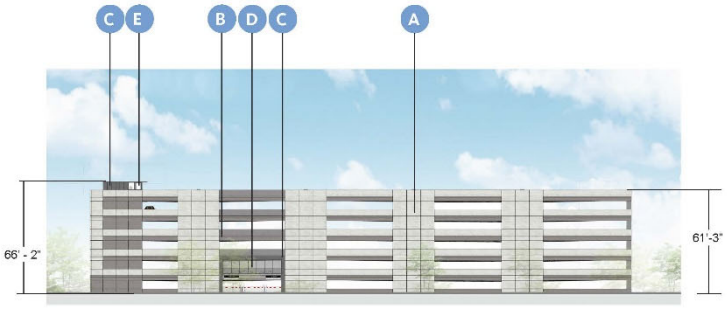
GL01-
VISION GLASS



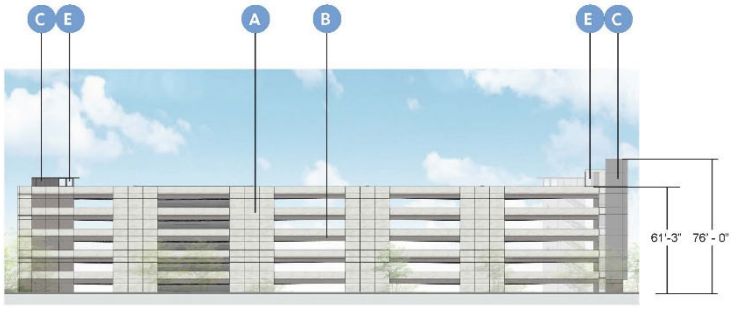
WD01 -
WOOD VENEER



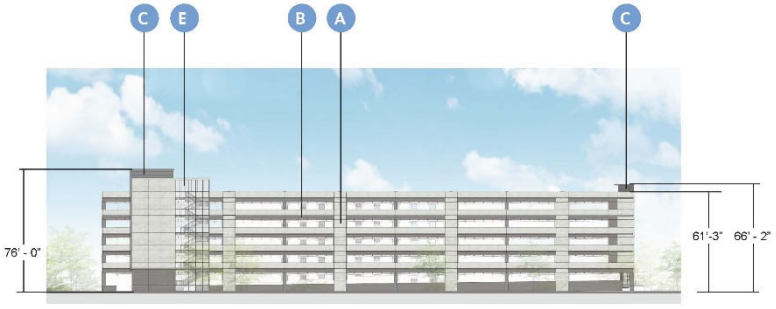
BR01 -
CMU BLOCK



NORTH ELEVATION



SOUTH ELEVATION



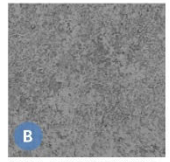
EAST ELEVATION



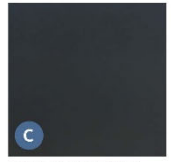
WEST ELEVATION



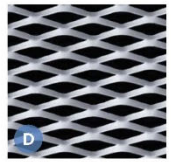
PC01- PRECAST LIGHT



PC02- PRECAST DARK



MP03- BLACK METAL
MINIMUM 24 GAUGE



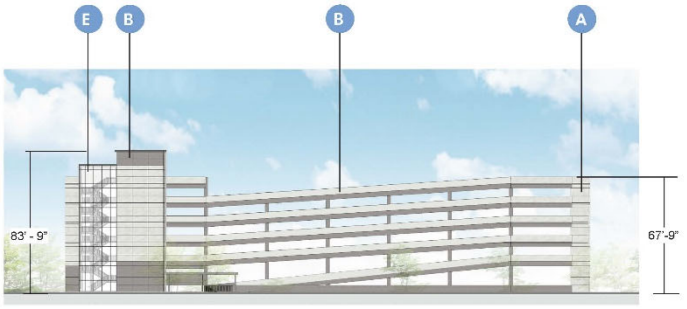
MP06 - EXPANDED METAL
MINIMUM 24 GAUGE



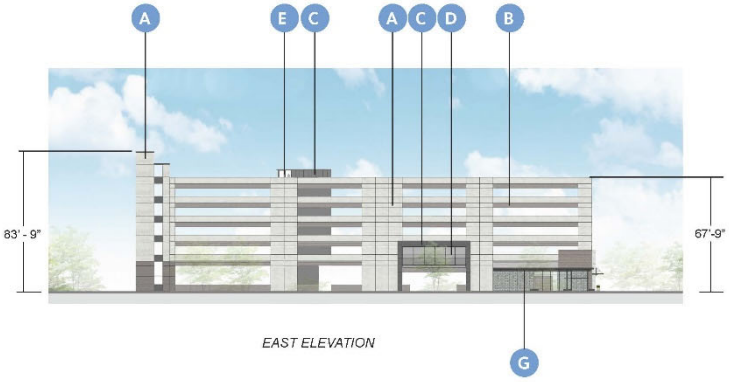
GL01- VISION GLASS



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



PC01-
PRECAST LIGHT



WD02 -
WOOD SLAT



PC02-
PRECAST DARK



BR02 -
BRICK VENEER



MP03-
BLACK METAL
MINIMUM 24
GAUGE



BR03 -
BRICK VENEER



MP06 -
EXPANDED METAL
MINIMUM 24
GAUGE



BR04 -
BRICK VENEER



GL01-
VISION GLASS



BR05 -
BRICK VENEER



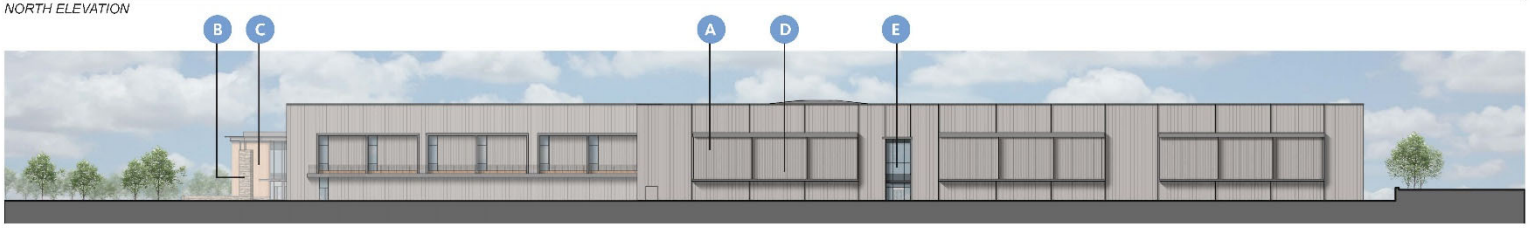
WD01 -
WOOD VENEER



BR01 -
CMU BLOCK



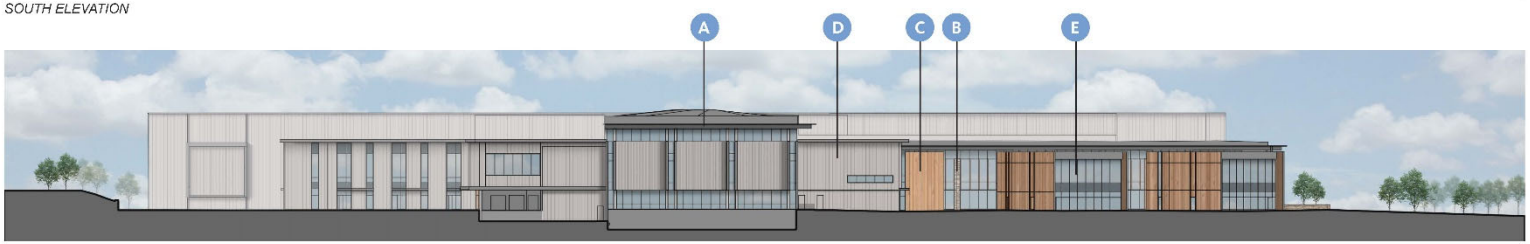
NORTH ELEVATION



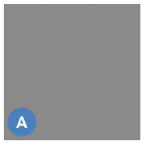
EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION



MCM1 - Florupon Classic II, min. 24 ga.



ST1 - Stone Cladding



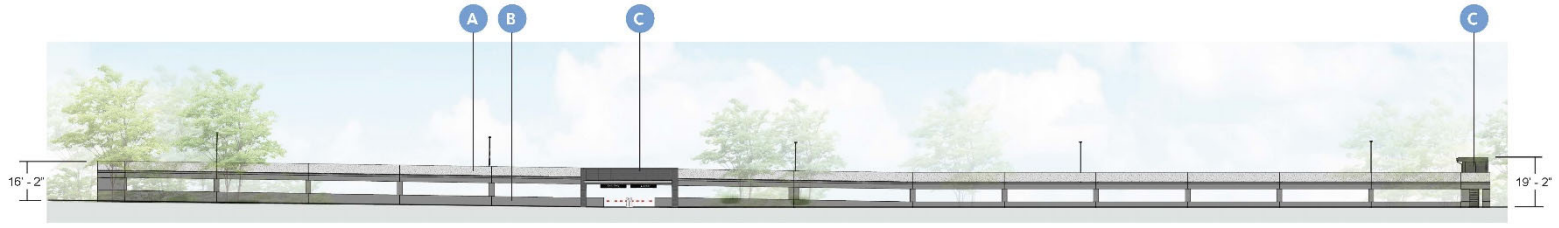
WD1 - Light Fir



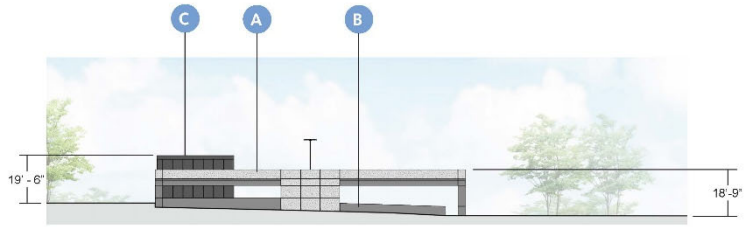
MWP (1,2,3) - Metal Wall Panel, min. 24 ga



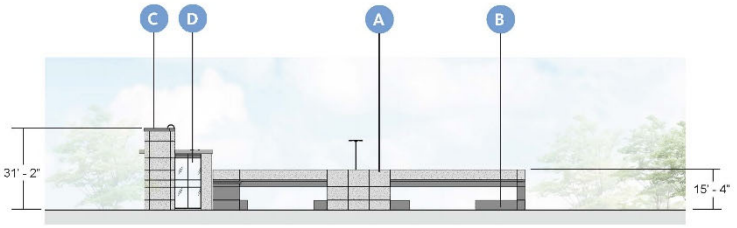
GL1 - Vision Glass



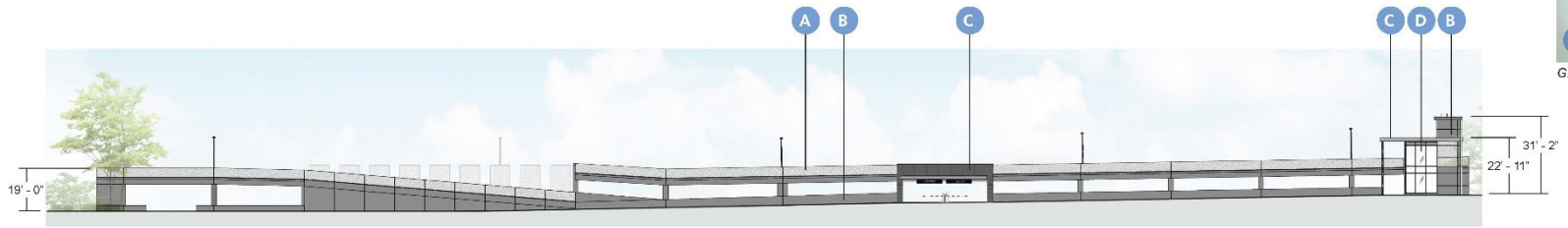
NORTH ELEVATION



WEST ELEVATION



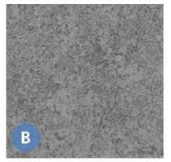
EAST ELEVATION



SOUTH ELEVATION



PC01- PRECAST LIGHT



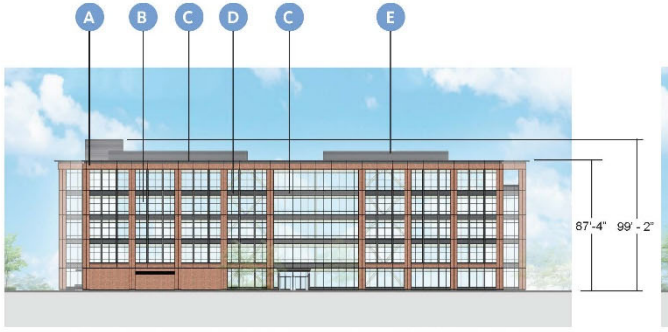
PC02- PRECAST DARK



MP03- BLACK METAL
MINIMUM 24 GAUGE



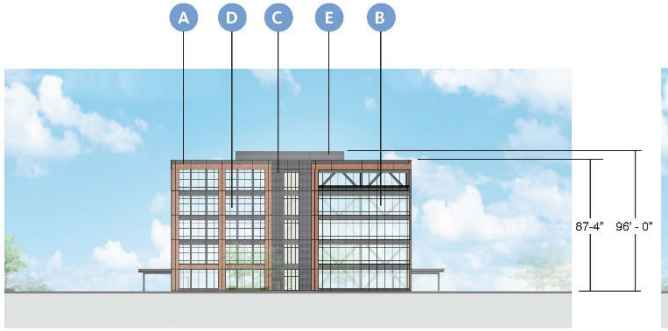
GL01- VISION GLASS



NORTH ELEVATION



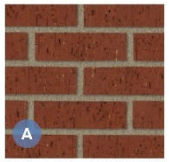
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



BR01- RED THIN BRICK



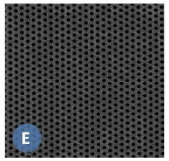
GL01- VISION GLASS



MP03- BLACK METAL
MINIMUM 24 GAUGE



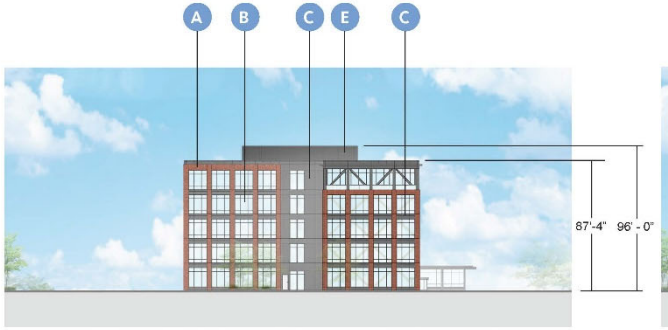
MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



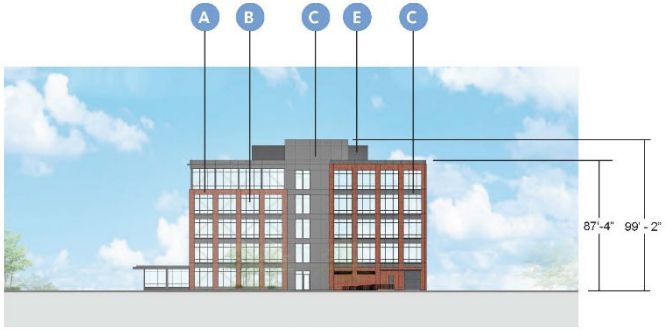
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



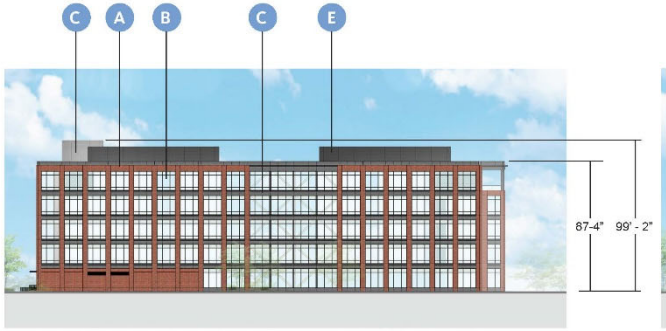
WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



NORTH ELEVATION



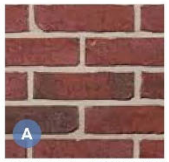
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



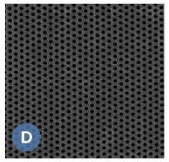
BR01- RED THIN BRICK



GL01- VISION GLASS



MP01- GRAY METAL
MINIMUM 24 GAUGE



MP05- PERFORATED METAL
MINIMUM 24 GAUGE



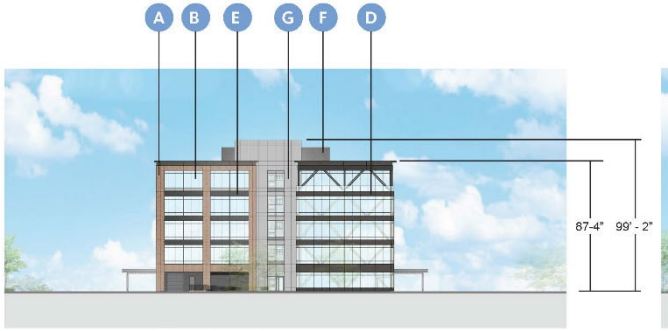
WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



NORTH ELEVATION



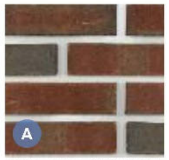
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



BR02- RED THIN BRICK



GL01- VISION GLASS



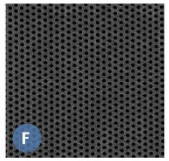
BR04- GRAY THIN BRICK



MP03- BLACK METAL
MINIMUM 24 GAUGE



MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



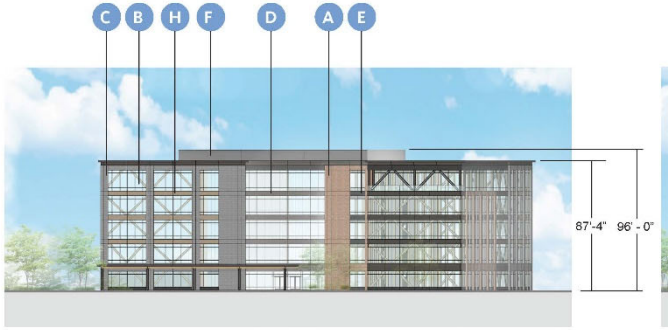
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



MP01- GRAY METAL
MINIMUM 24 GAUGE



WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



NORTH ELEVATION



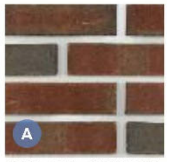
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



BR02- RED THIN BRICK



GL01- VISION GLASS



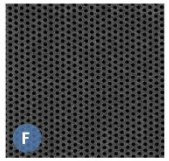
BR04- GRAY THIN BRICK



MP03- BLACK METAL MINIMUM 24 GAUGE



MP04- CORRUGATED METAL MINIMUM 24 GAUGE



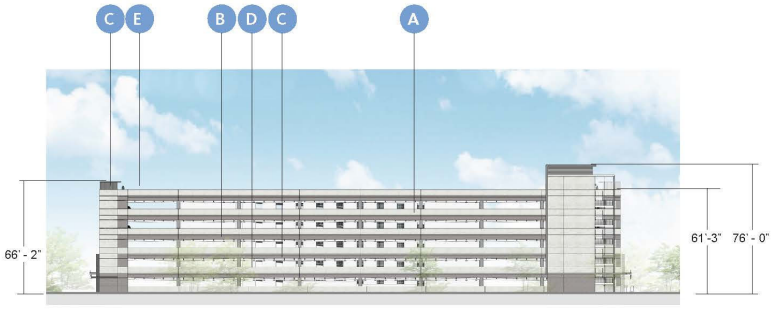
MP05- PERFORATED METAL MINIMUM 24 GAUGE



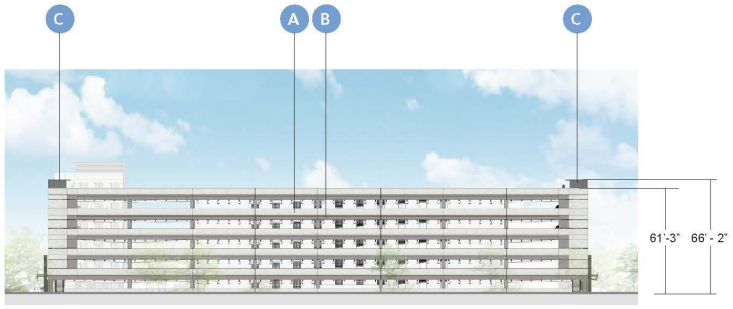
MP01- GRAY METAL MINIMUM 24 GAUGE



WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



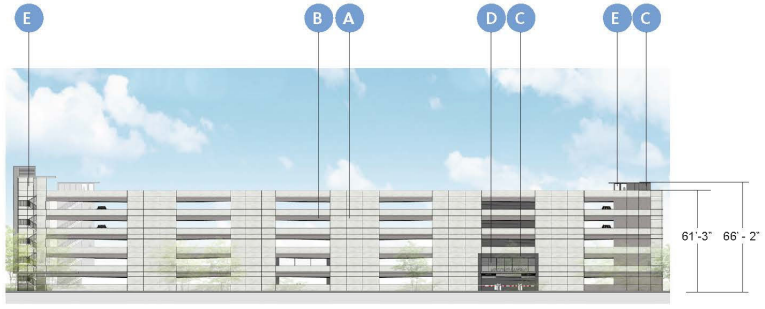
NORTH ELEVATION



SOUTH ELEVATION



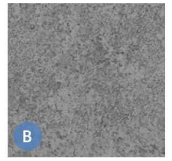
EAST ELEVATION



WEST ELEVATION



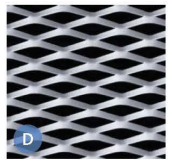
PC01- PRECAST LIGHT



PC02- PRECAST DARK



MP03- BLACK METAL MINIMUM 24 GAUGE

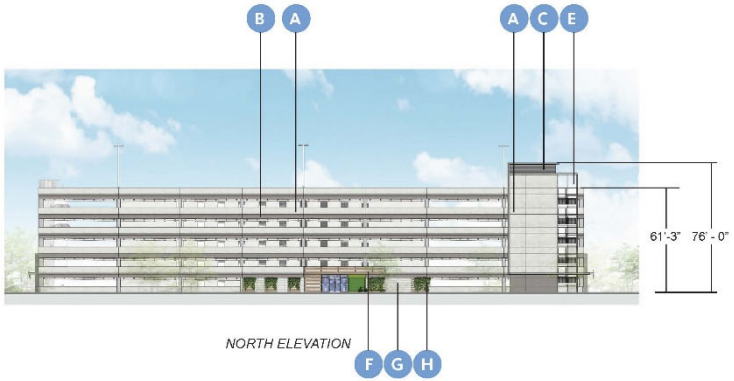


MP06 - EXPANDED METAL MINIMUM 24 GAUGE

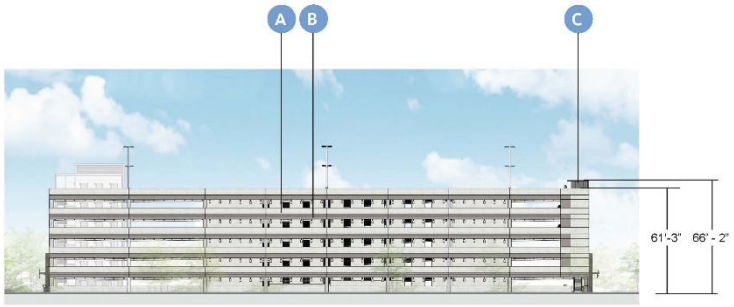


GL01- VISION GLASS

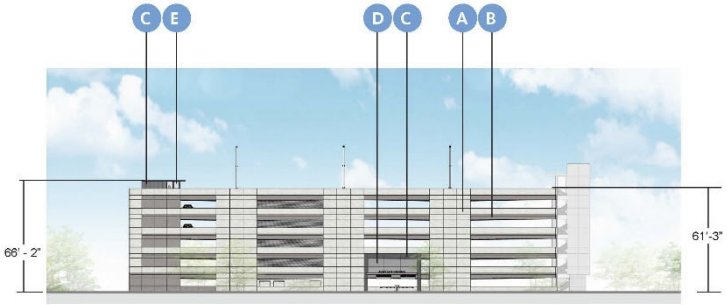
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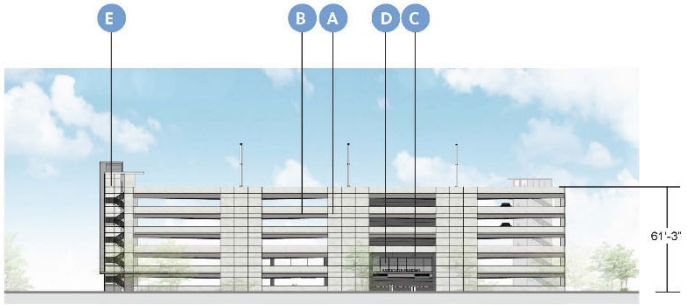
NORTH ELEVATION



SOUTH ELEVATION



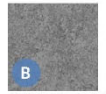
EAST ELEVATION



WEST ELEVATION



PC01- PRECAST LIGHT



PC02- PRECAST DARK



MP03- BLACK METAL
MINIMUM 24 GAUGE



MP06 - EXPANDED METAL
MINIMUM 24 GAUGE



GL01- VISION GLASS



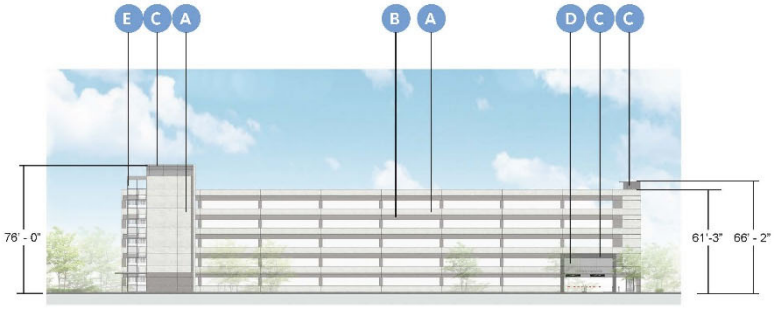
WD01 - WOOD VENEER



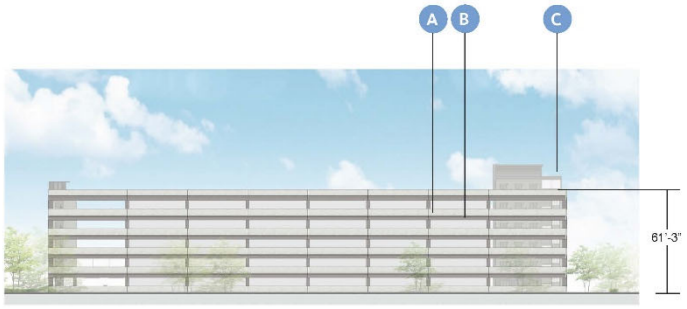
BR01 - BRICK VENEER



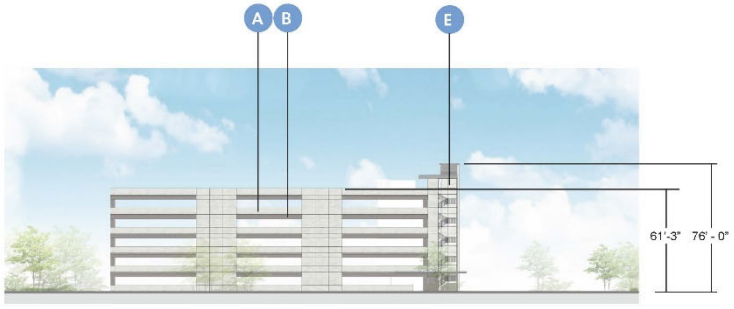
WC01 - GREEN WALL



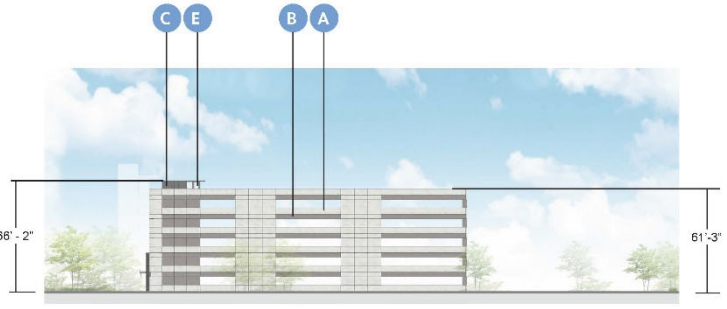
NORTH ELEVATION



SOUTH ELEVATION



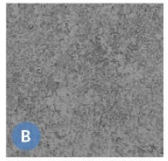
EAST ELEVATION



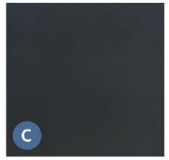
WEST ELEVATION



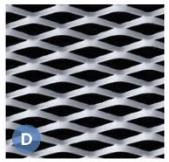
PC01- PRECAST LIGHT



PC02- PRECAST DARK



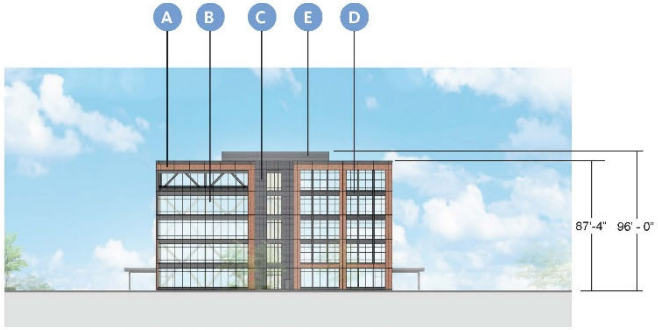
MP03- BLACK METAL MINIMUM 24 GAUGE



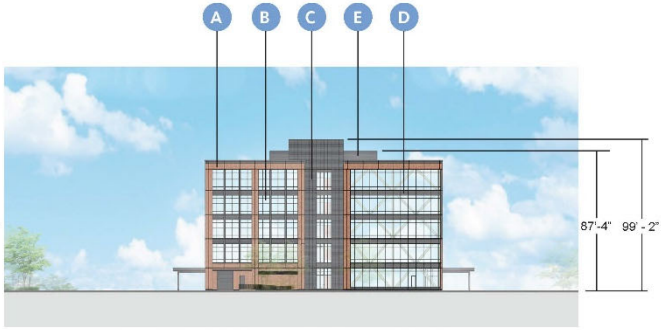
MP06 - EXPANDED METAL MINIMUM 24 GAUGE



GL01- VISION GLASS



NORTH ELEVATION



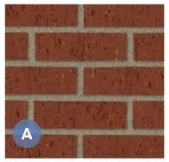
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



BR01- RED THIN BRICK



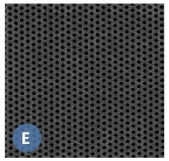
GL01- VISION GLASS



MP03- BLACK METAL
MINIMUM 24 GAUGE



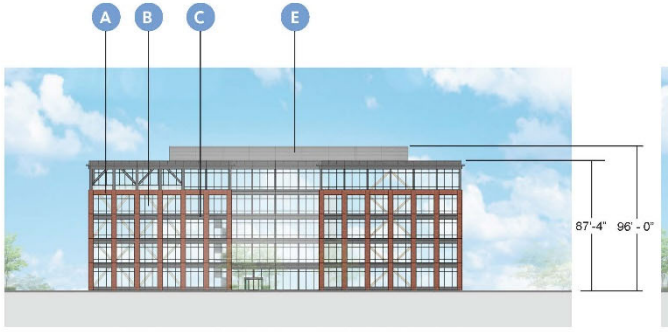
MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



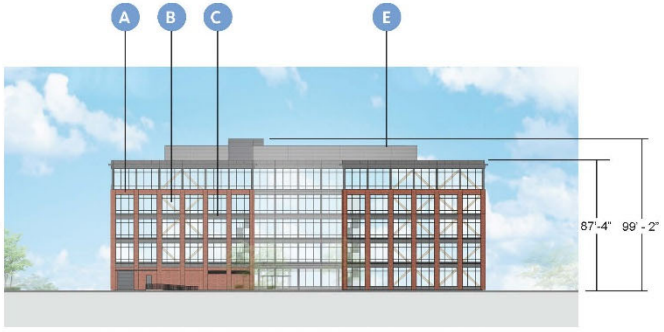
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



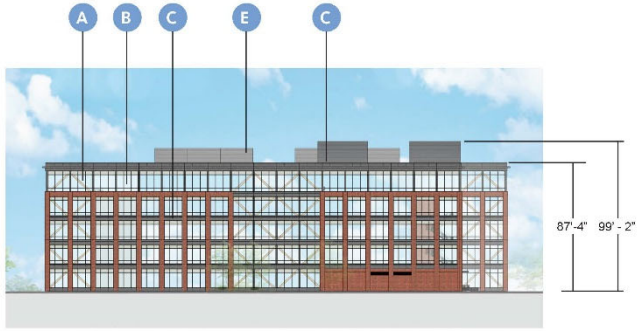
NORTH ELEVATION



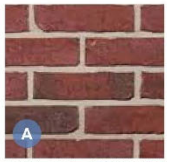
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



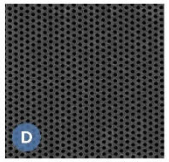
BR01- RED THIN BRICK



GL01- VISION GLASS



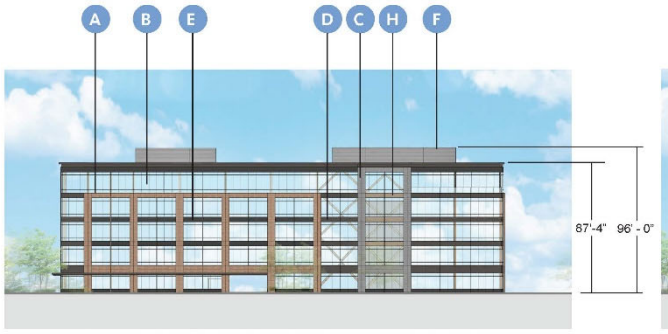
MP01- GRAY METAL
MINIMUM 24 GAUGE



MP05- PERFORATED METAL
MINIMUM 24 GAUGE



WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



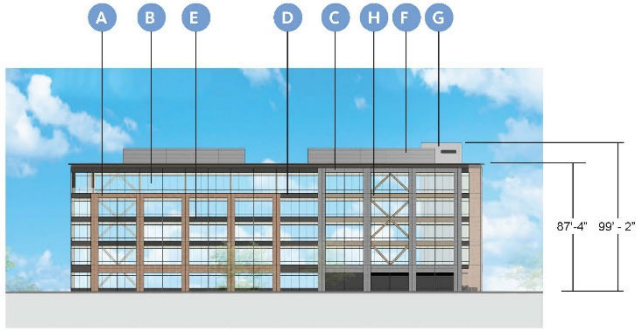
NORTH ELEVATION



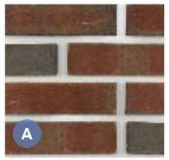
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



BR02- RED THIN BRICK



GL01- VISION GLASS



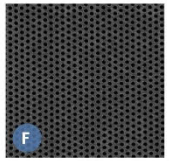
BR04- GRAY THIN BRICK



MP03- BLACK METAL
MINIMUM 24 GAUGE



MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



MP05- PERFORATED METAL
MINIMUM 24 GAUGE



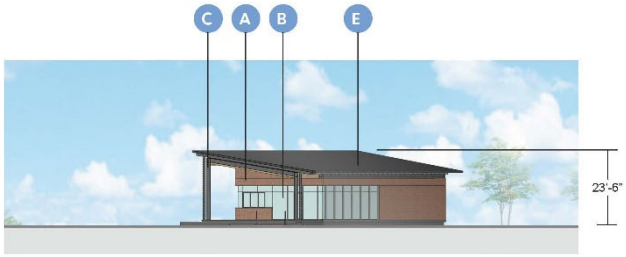
MP01- GRAY METAL
MINIMUM 24 GAUGE



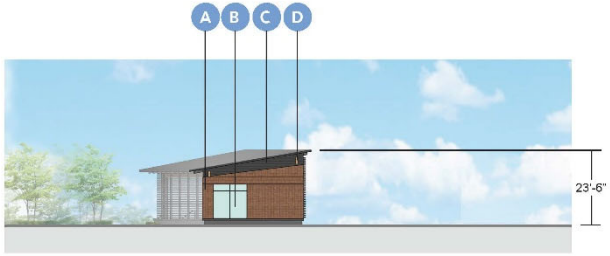
WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



NORTHEAST ELEVATION



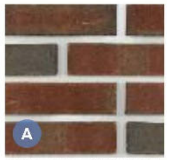
NORTHWEST ELEVATION



SOUTH ELEVATION



SOUTHWEST ELEVATION



BR02- RED THIN BRICK



GL01- VISION GLASS



MP01- GRAY METAL
MINIMUM 24 GAUGE

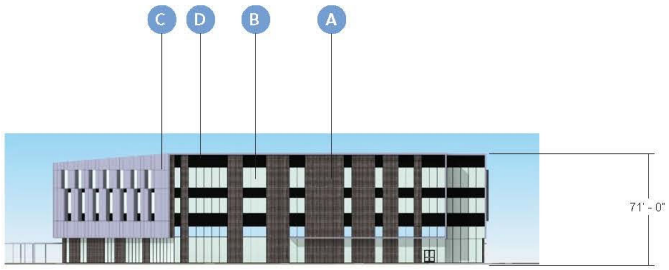


WD01- WOOD FINISH
(CANOPY SOFFITS)

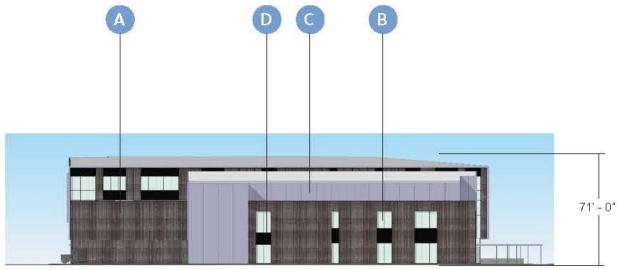


RF01- STANDING SEAM
METAL ROOF
MINIMUM 24 GAUGE

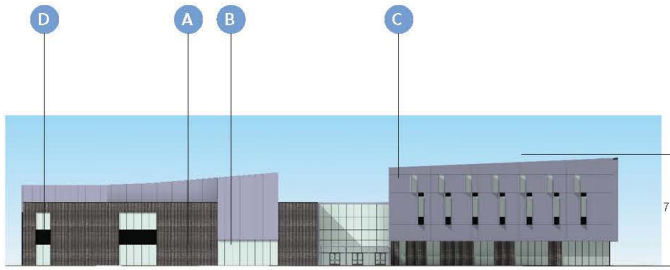
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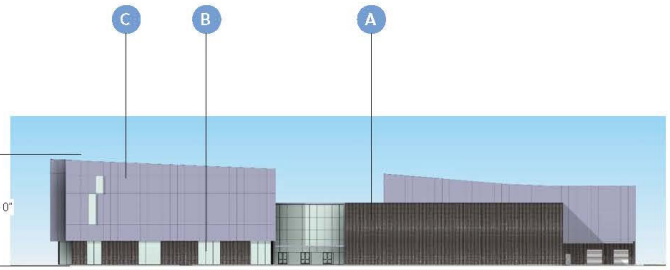
NORTH ELEVATION



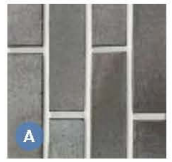
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



BR01 - GREY BRICK



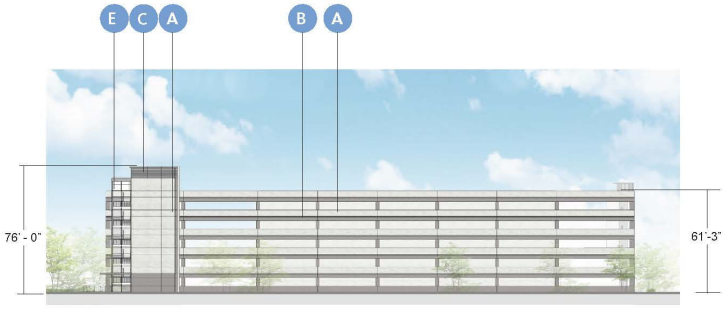
GL01 - VISION GLASS



MP01 - CONCEALED PANEL
METAL FASTENER
MINIMUM 24 GAUGE



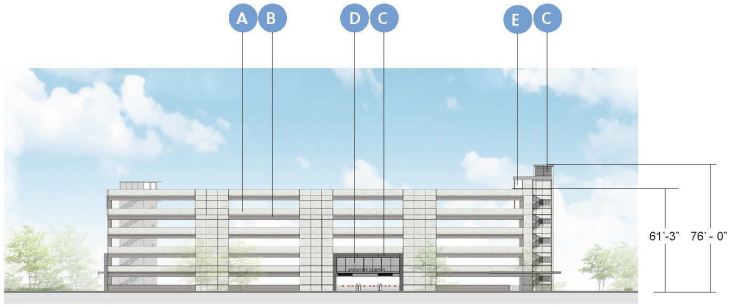
MP02 - DARK METAL
MINIMUM 24 GAUGE



NORTH ELEVATION



SOUTH ELEVATION



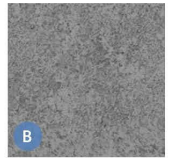
EAST ELEVATION



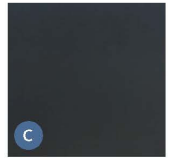
WEST ELEVATION



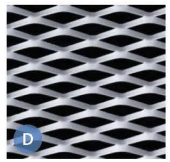
PC01- PRECAST LIGHT



PC02- PRECAST DARK



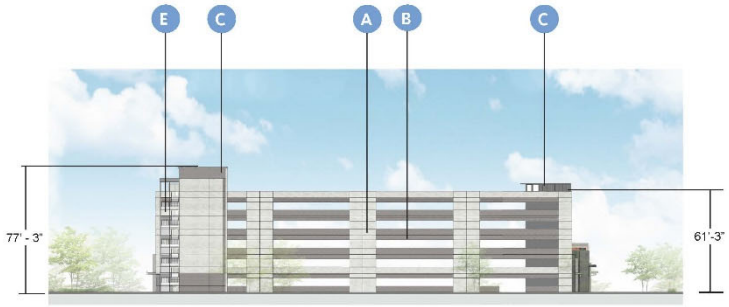
MP03- BLACK METAL
MINIMUM 24 GAUGE



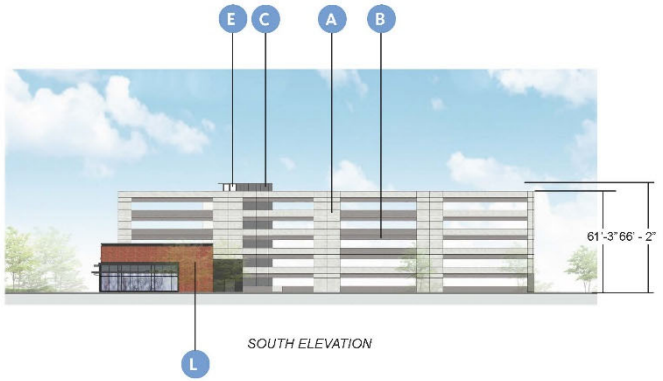
MP06 - EXPANDED METAL
MINIMUM 24 GAUGE



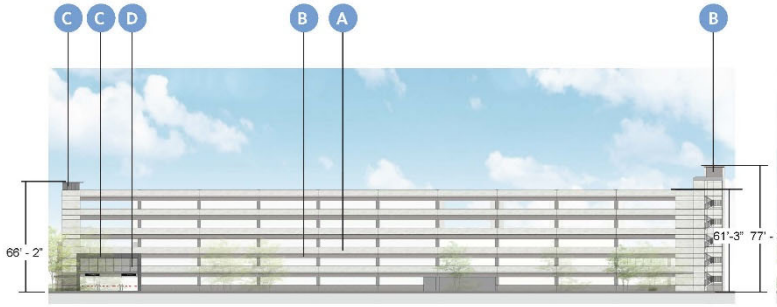
GL01- VISION GLASS



NORTH ELEVATION



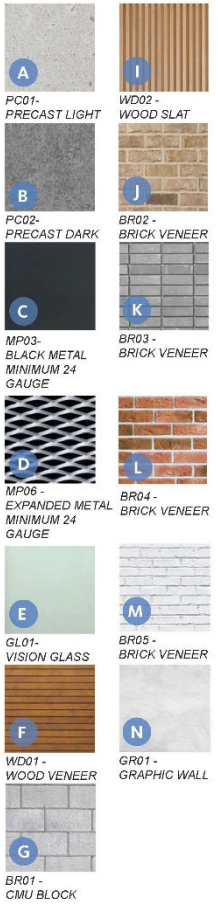
SOUTH ELEVATION

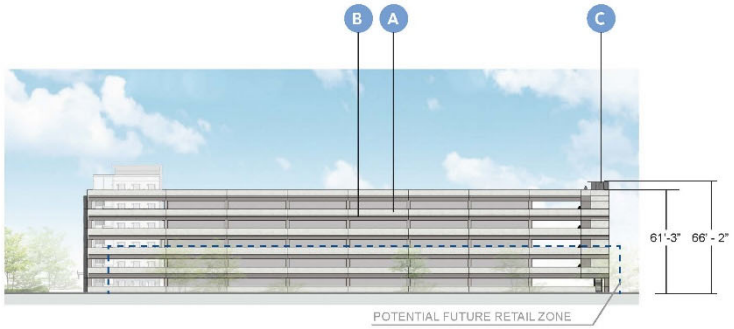


EAST ELEVATION

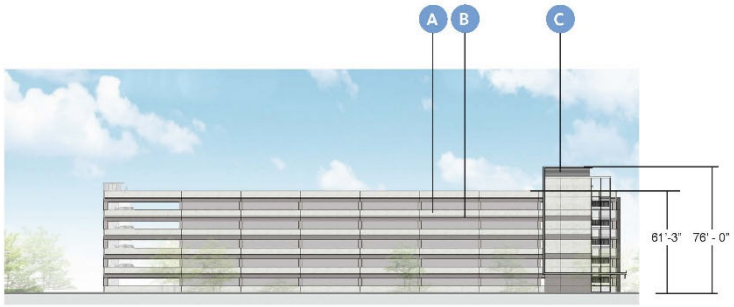


WEST ELEVATION





NORTH ELEVATION



SOUTH ELEVATION



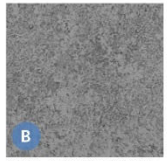
EAST ELEVATION



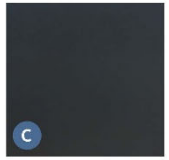
WEST ELEVATION



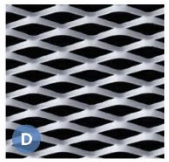
PC01- PRECAST LIGHT



PC02- PRECAST DARK



MP03- BLACK METAL
MINIMUM 24 GAUGE



MP06 - EXPANDED METAL
MINIMUM 24 GAUGE



GL01- VISION GLASS

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF PUD, PLANNED UNIT DEVELOPMENT TO PUD, PLANNED UNIT DEVELOPMENT (PROJECT NUMBER: PUD20-0002).

WHEREAS, Wal-Mart Stores, Inc. duly filed a petition with the Planning Commission requesting a major amendment to their previously approved Planned Unit Development, and that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of PUD, Planned Unit Development to PUD, Planned Unit Development to be used in accordance with city zoning laws and state laws, which property is described as follows:

LEGAL DESCRIPTION LOT 1: A 91.18-ACRE TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY KNOWN AS, AND BEING DESCRIBED BY METES AND BOUNDS FROM AN ON-THE-GROUND SURVEY BASED ON BEARINGS ESTABLISHED USING NAD83 PERFORMED ON 11-3-17 BY CEI ENGINEERING ASSOCIATES, INC. AS FOLLOWS:BEGINNING AT THE SOUTHWEST CORNER OF KATIE LYNN COURTS SUBDIVISION;THENCE SOUTH 86°21'32" EAST ALONG THE SOUTH BOUNDARY OF SAID SUBDIVISION, 449.72 FEET TO THE SOUTHEAST OF SAID SUBDIVISION;THENCE NORTH 02°36'08" EAST ALONG THE EAST BOUNDARY OF SAID SUBDIVISION, 617.21 FEET TO THE SOUTH RIGHT OF WAY OF EAST CENTRAL AVENUE;THENCE SOUTH 87°02'06" EAST ALONG SAID RIGHT OF WAY, 225.53 FEET; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 02°35'42" WEST, 1,237.02 FEET NORTH RIGHT OF WAY OF SOUTHEAST 5TH STREET; THENCE SOUTH 87°13'27" EAST ALONG SAID RIGHT OF WAY, 1,228.02 FEET TO THE EAST RIGHT OF WAY OF PROPOSED MARTIN LUTHER KING JR PARKWAY;THENCE ALONG SAID PROPOSED MARTIN LUTHER KING JR PARKWAY THE FOLLOWING FOURTEEN (14) COURSES; 1. SOUTH 02°40'12" EAST, 89.12 FEET; 2. SOUTH 87°31'55" EAST, 18.58 FEET; 3. SOUTH 36°00'17" EAST, 36.21 FEET; 4. SOUTH 02°21'07" WEST, 58.41 FEET; 5. SOUTH 04°59'55" WEST, 48.92 FEET ON A NON-TANGENT CURVE TO THE LEFT; 6. ALONG THE ARC OF SAID CURVE 92.59 FEET, HAVING A RADIUS OF 503.71 FEET,

THROUGH A CENTRAL ANGLE OF 10°31'56", HAVING A CHORD WHICH BEARS SOUTH 02°04'26" WEST, 92.46 FEET TO A POINT ON A REVERSE TANGENT CURVE TO THE RIGHT; 7. ALONG THE ARC OF SAID CURVE 100.05 FEET, HAVING A RADIUS OF 930.22 FEET, THROUGH A CENTRAL ANGLE OF 06°09'45", HAVING A CHORD BEARING AND DISTANCE OF SOUTH 00°06'40" EAST, 100.00 FEET TO A POINT ON A COMPOUND TANGENT CURVE TO THE RIGHT; 8. ALONG THE ARC OF SAID CURVE 193.14 FEET, HAVING A RADIUS OF 739.68 FEET, THROUGH A CENTRAL ANGLE OF 14°57'38", HAVING A CHORD BEARING AND DISTANCE OF SOUTH 10°27'02" WEST, 192.59 FEET TO A POINT ON A REVERSE TANGENT CURVE TO THE LEFT; 9. ALONG THE ARC OF SAID CURVE 196.73 FEET, HAVING A RADIUS OF 723.52 FEET, THROUGH A CENTRAL ANGLE OF 15°34'44", HAVING A CHORD BEARING AND DISTANCE OF SOUTH 10°08'29" WEST, 196.12 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; 10. ALONG THE ARC OF SAID CURVE 53.38 FEET, HAVING A RADIUS OF 653.23 FEET, THROUGH A CENTRAL ANGLE OF 04°40'57", HAVING A CHORD WHICH BEARS SOUTH 02°21'07" WEST, 53.37 FEET ON A NON-TANGENT CURVE TO THE RIGHT; 11. ALONG THE ARC OF SAID CURVE 79.59 FEET, HAVING A RADIUS OF 346.03 FEET, THROUGH A CENTRAL ANGLE OF 13°10'45", HAVING A CHORD WHICH BEARS SOUTH 08°56'30" WEST, 79.42 FEET TO A POINT ON A REVERSE TANGENT CURVE TO THE LEFT; 12. ALONG THE ARC OF SAID CURVE 85.56 FEET, HAVING A RADIUS OF 394.76 FEET, THROUGH A CENTRAL ANGLE OF 12°25'05", HAVING A CHORD BEARING AND DISTANCE OF SOUTH 09°19'20" WEST, 85.39 FEET13. SOUTH 02°46'24" WEST, 259.84 FEET; 14. SOUTH 48°08'01" WEST, 18.03 FEET TO THE NORTH RIGHT OF WAY OF 8TH STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY, NORTH 87°57'51" WEST, 718.82 FEET TO THE NORTH RIGHT OF WAY OF TRACT RR, JOB 090218 IN DOCUMENT CV-2015-1895-5 IN THE PUBLIC RECORDS OF BENTON COUNTY, ARKANSAS; THENCE CONTINUING ALONG SAID RIGHT OF WAY, NORTH 64°27'18" WEST, 459.85 FEET TO THE EAST RIGHT OF WAY OF SOUTHEAST P STREET; THENCE CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 01°51'26" WEST, 65.70 FEET TO THE SOUTH RIGHT OF WAY OF AFOREMENTIONED TRACT RR; THENCE CONTINUING ALONG SAID RIGHT OF WAY, SOUTH 64°05'38" EAST ALONG THE, 290.94 FEET TO THE AFOREMENTIONED NORTH RIGHT OF WAY OF

SOUTHEAST 8TH STREET; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING EIGHT (8) COURSES, 1. NORTH 87°57'51" WEST, 258.08 FEET; 2. NORTH 86°55'09" WEST, 68.15 FEET; 3. NORTH 88°47'56" WEST, 35.03 FEET; 4. NORTH 47°09'36" EAST, 5.28 FEET; 5. NORTH 87°45'25" WEST, 905.65 FEET; 6. NORTH 75°37'05" WEST, 60.05 FEET; 7. NORTH 87°49'33" WEST, 187.70 FEET; 8. NORTH 46°10'36" WEST, 39.87 FEET TO THE EAST RIGHT OF WAY OF SOUTHEAST J STREET; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING SIXTEEN (16) COURSES;1. NORTH 12°40'36" EAST, 54.29 FEET; 2. NORTH 03°22'06" EAST, 238.32 FEET; 3. NORTH 13°59'43" WEST, 44.75 FEET; 4. NORTH 04°15'29" WEST, 60.69 FEET; 5. NORTH 01°46'25" EAST, 192.86 FEET; 6. SOUTH 88°10'33" EAST, 7.57 FEET; 7. NORTH 17°18'47" EAST, 99.98 FEET; 8. NORTH 72°41'13" WEST, 35.69 FEET; 9. NORTH 04°22'39" EAST, 298.90 FEET; 10. NORTH 01°15'38" EAST, 166.43 FEET; 11. NORTH 47°17'02" EAST, 18.76 FEET; 12. NORTH 02°17'02" EAST, 92.14 FEET; 13. NORTH 13°57'09" WEST, 12.67 FEET; 14. NORTH 87°20'20" WEST, 10.04 FEET; 15. NORTH 50°05'47" WEST, 14.73 FEET; 16. NORTH 01°43'24" EAST, 391.26 FEET; THENCE LEAVING SAID RIGHT OF WAY, SOUTH 87°21'09" EAST, 575.04 FEET; THENCE NORTH 02°33'22" EAST, 225.11 FEET TO THE POINT OF BEGINNING CONTAINING 3,971,728 SQUARE FEET OR 91.18 ACRES, MORE OR LESS.LEGAL DESCRIPTION LOT 2: A 144.01-ACRE TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY KNOWN AS, AND BEING DESCRIBED BY METES AND BOUNDS FROM AN ON-THE-GROUND SURVEY BASED ON BEARINGS ESTABLISHED USING NAD83 PERFORMED ON 11-3-17 BY CEI ENGINEERING ASSOCIATES, INC. AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF HAZEL PARK SUBDIVISION;THENCE SOUTH 02°32'15" WEST ALONG THE WEST BOUNDARY OF SAID SUBDIVISION, 2,270.34 FEET; THENCE LEAVING SAID WEST BOUNDARY, SOUTH 32°33'35" WEST, 39.47 FEET TO THE NORTH RIGHT OF WAY OF SOUTHEAST 14TH STREET;THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FIFTEEN (15) COURSES;1. NORTH 87°30'43" WEST, 95.07 FEET;2. SOUTH 79°50'08" WEST, 134.49 FEET;3. NORTH 87°39'12" WEST, 132.29 FEET;4. NORTH 38°48'29" WEST, 9.59 FEET;5. NORTH 87°32'29" WEST, 70.69 FEET;6. SOUTH 38°22'59" WEST, 8.89 FEET;7. NORTH 87°32'16" WEST, 549.94 FEET;8. NORTH 43°32'05" WEST, 100.65 FEET;9. NORTH 87°29'45" WEST,

135.87 FEET;10. NORTH 87°29'45" WEST, 74.09 FEET;11. NORTH 79°12'23" WEST, 20.49 FEET;12. NORTH 87°30'44" WEST, 584.80 FEET;13. SOUTH 81°10'04" WEST, 122.27 FEET;14. NORTH 87°30'44" WEST, 496.34 FEET;15. NORTH 46°44'15" WEST, 28.06 FEET TO THE EAST RIGHT OF WAY OF SOUTHEAST J STREET;THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING TWENTY-SEVEN (27) COURSES; 1. NORTH 02°37'27" WEST, 221.30 FEET;2. NORTH 21°56'24" WEST, 26.75 FEET;3. NORTH 02°23'08" EAST, 236.13 FEET;4. NORTH 16°58'01" EAST, 58.89 FEET;5. NORTH 01°14'13" EAST, 46.42 FEET;6. NORTH 05°55'17" WEST, 27.25 FEET;7. NORTH 05°55'17" WEST, 4.73 FEET;8. NORTH 02°17'17" EAST, 8.12 FEET;9. NORTH 02°17'17" EAST, 159.44 FEET;10. NORTH 08°20'36" EAST, 125.40 FEET;11. NORTH 02°07'25" EAST, 391.12 FEET;12. NORTH 34°06'34" EAST, 25.05 FEET;13. NORTH 02°17'43" EAST, 105.98 FEET;14. NORTH 50°24'25" WEST, 31.57 FEET;15. NORTH 03°15'04" EAST, 158.34 FEET;16. NORTH 00°52'41" EAST, 77.78 FEET;17. NORTH 07°26'03" EAST, 108.93 FEET;18. NORTH 07°26'03" EAST, 19.97 FEET;19. NORTH 03°19'09" EAST, 77.94 FEET;20. NORTH 03°19'09" EAST, 90.86 FEET;21. SOUTH 86°32'22" EAST, 2.05 FEET;22. NORTH 05°32'52" EAST, 115.49 FEET;23. NORTH 01°18'47" WEST, 102.87 FEET;24. NORTH 03°11'15" EAST, 44.65 FEET;25. NORTH 07°41'16" EAST, 60.81 FEET;26. NORTH 00°34'31" WEST, 107.73 FEET;27. NORTH 00°34'31" WEST, 40.59 FEET TO THE SOUTH RIGHT OF WAY OF SOUTHEAST 8TH STREET; THENCE ALONG SAID RIGHT OF WAY, SOUTH 87°46'56" EAST ALONG, 1,891.88 FEET TO THE SOUTH RIGHT OF WAY OF TRACT RR, JOB 090218 IN DOCUMENT CV-2015-1895-5 IN THE PUBLIC RECORDS OF BENTON COUNTY, ARKANSAS; THENCE ALONG SAID TRACT RR, SOUTH 71°14'38" EAST, 684.84 FEET TO THE POINT OF BEGINNING; CONTAINING 6,273,272 SQUARE FEET OR 144.01 ACRES, MORE OR LESS.LESS AND EXCEPT A 6.11-ACRE TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY KNOWN AS, AND BEING DESCRIBED BY METES AND BOUNDS FROM AN ON-THE-GROUND SURVEY BASED ON BEARINGS ESTABLISHED USING NAD83 PERFORMED ON 11-3-17 BY CEI ENGINEERING ASSOCIATES, INC. AS FOLLOWS:COMMENCING AT THE NORTHWEST CORNER OF HAZEL PARK SUBDIVISION;THENCE SOUTH 02°32’15” WEST, 1793.91 FEET;THENCE NORTH 87°27’45” WEST, 1073.81 FEET TO THE POINT OF BEGINNING;THENCE ALONG THE ARC OF SAID CURVE

69.73 FEET, HAVING A RADIUS OF 405.77 FEET, THROUGH A CENTRAL ANGLE OF 09°50'44", HAVING A CHORD WHICH BEARS NORTH 76°32'20" WEST, 69.64 FEET TO A POINT ON A REVERSE TANGENT CURVE TO THE LEFT;THENCE ALONG THE ARC OF SAID CURVE 66.46 FEET, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 34°37'04", HAVING A CHORD BEARING AND DISTANCE OF NORTH 88°55'30" WEST, 65.45 FEET TO A POINT ON A REVERSE TANGENT CURVE TO THE RIGHT;THENCE ALONG THE ARC OF SAID CURVE 115.66 FEET, HAVING A RADIUS OF 3,047.30 FEET, THROUGH A CENTRAL ANGLE OF 02°10'29", HAVING A CHORD BEARING AND DISTANCE OF SOUTH 74°51'13" WEST, 115.65 FEET TO A POINT ON A COMPOUND TANGENT CURVE TO THE RIGHT;THENCE ALONG THE ARC OF SAID CURVE 91.20 FEET, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 87°05'31", HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°30'48" WEST, 82.67 FEET;THENCE NORTH 15°17'05" WEST, 30.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;THENCE ALONG THE ARC OF SAID CURVE 163.02 FEET, HAVING A RADIUS OF 585.70 FEET, THROUGH A CENTRAL ANGLE OF 15°56'51", HAVING A CHORD WHICH BEARS NORTH 05°50'33" WEST, 162.49 FEET TO A POINT ON A REVERSE TANGENT CURVE TO THE LEFT;THENCE ALONG THE ARC OF SAID CURVE 114.36 FEET, HAVING A RADIUS OF 85.00 FEET, THROUGH A CENTRAL ANGLE OF 77°05'22", HAVING A CHORD BEARING AND DISTANCE OF NORTH 36°24'49" WEST, 105.93 FEET;THENCE NORTH 74°57'30" WEST, 31.16 FEET; THENCE NORTH 15°02'30" EAST, 15.41 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;THENCE ALONG THE ARC OF SAID CURVE 15.11 FEET, HAVING A RADIUS OF 14.24 FEET, THROUGH A CENTRAL ANGLE OF 60°46'50", HAVING A CHORD WHICH BEARS NORTH 46°01'09" EAST, 14.41 FEET TO A POINT ON A COMPOUND TANGENT CURVE TO THE RIGHT;THENCE ALONG THE ARC OF SAID CURVE 4.26 FEET, HAVING A RADIUS OF 196.85 FEET, THROUGH A CENTRAL ANGLE OF 01°14'24", HAVING A CHORD BEARING AND DISTANCE OF NORTH 77°01'46" EAST, 4.26 FEET TO A POINT ON A COMPOUND TANGENT CURVE TO THE RIGHT;THENCE ALONG THE ARC OF SAID CURVE 74.76 FEET, HAVING A RADIUS OF 403.30 FEET, THROUGH A CENTRAL ANGLE OF 10°37'15", HAVING A CHORD BEARING AND DISTANCE OF NORTH 82°57'35" EAST, 74.65 FEET TO A POINT ON A NON-TANGENT CURVE TO THE

LEFT;THENCE ALONG THE ARC OF SAID CURVE 24.18 FEET, HAVING A RADIUS OF 11.49 FEET, THROUGH A CENTRAL ANGLE OF 120°31'48", HAVING A CHORD WHICH BEARS NORTH 20°18'00" EAST, 19.96 FEET TO A POINT ON A REVERSE TANGENT CURVE TO THE RIGHT;THENCE ALONG THE ARC OF SAID CURVE 56.69 FEET, HAVING A RADIUS OF 52.70 FEET, THROUGH A CENTRAL ANGLE OF 61°38'28", HAVING A CHORD BEARING AND DISTANCE OF NORTH 09°08'40" WEST, 54.00 FEET TO A POINT ON A COMPOUND TANGENT CURVE TO THE RIGHT;THENCE ALONG THE ARC OF SAID CURVE 57.97 FEET, HAVING A RADIUS OF 483.84 FEET, THROUGH A CENTRAL ANGLE OF 06°51'52", HAVING A CHORD BEARING AND DISTANCE OF NORTH 25°06'30" EAST, 57.93 FEET TO A POINT ON A COMPOUND TANGENT CURVE TO THE RIGHT;THENCE ALONG THE ARC OF SAID CURVE 50.01 FEET, HAVING A RADIUS OF 89.86 FEET, THROUGH A CENTRAL ANGLE OF 31°53'18", HAVING A CHORD BEARING AND DISTANCE OF NORTH 44°29'05" EAST, 49.37 FEET TO A POINT ON A COMPOUND TANGENT CURVE TO THE RIGHT;THENCE ALONG THE ARC OF SAID CURVE 51.28 FEET, HAVING A RADIUS OF 350.51 FEET, THROUGH A CENTRAL ANGLE OF 08°22'54", HAVING A CHORD BEARING AND DISTANCE OF NORTH 64°37'11" EAST, 51.23 FEET;THENCE NORTH 17°57'00" EAST, 25.58 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;THENCE ALONG THE ARC OF SAID CURVE 30.32 FEET, HAVING A RADIUS OF 253.43 FEET, THROUGH A CENTRAL ANGLE OF 06°51'20", HAVING A CHORD WHICH BEARS NORTH 59°07'09" EAST, 30.31 FEET;THENCE SOUTH 86°39'20" EAST, 367.10 FEET; THENCE NORTH 50°25'54" EAST, 20.40 FEET; THENCE SOUTH 02°27'56" WEST, 298.33 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;THENCE ALONG THE ARC OF SAID CURVE 75.76 FEET, HAVING A RADIUS OF 245.71 FEET, THROUGH A CENTRAL ANGLE OF 17°40'00", HAVING A CHORD WHICH BEARS SOUTH 09°50'35" WEST, 75.46 FEET TO A POINT ON A COMPOUND TANGENT CURVE TO THE RIGHT;THENCE ALONG THE ARC OF SAID CURVE 80.56 FEET, HAVING A RADIUS OF 292.17 FEET, THROUGH A CENTRAL ANGLE OF 15°47'55", HAVING A CHORD BEARING AND DISTANCE OF SOUTH 26°34'32" WEST, 80.31 FEET;THENCE SOUTH 34°28'30" WEST ALONG THE, 73.31 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;THENCE ALONG THE ARC OF SAID CURVE 58.44 FEET, HAVING A RADIUS OF 631.37 FEET, THROUGH A CENTRAL ANGLE

OF 05°18'12", HAVING A CHORD WHICH BEARS SOUTH 39°13'22" WEST, 58.42 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;THENCE ALONG THE ARC OF SAID CURVE 40.62 FEET, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 46°33'05", HAVING A CHORD WHICH BEARS SOUTH 75°15'45" WEST, 39.52 FEET TO THE POINT OF BEGINNING; CONTAINING 265,994 SQUARE FEET OR 6.11 ACRES, MORE OR LESS. LEGAL DESCRIPTION LOT 3: A 2.15-ACRE TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER (NE1/4) OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST AND ALSO PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 30 WEST , BEING MORE PARTICULARLY KNOWN AS, AND BEING DESCRIBED BY METES AND BOUNDS FROM AN ON-THE-GROUND SURVEY BASED ON BEARINGS ESTABLISHED USING NAD83 PERFORMED ON 11-3-17 BY CEI ENGINEERING ASSOCIATES, INC. AS FOLLOWS: BEGINNING THE NORTHWEST CORNER OF LOT 14 OF DELWHITE SUBDIVISION RECORDED IN BOOK 2006, PAGE 738 OF BENTON COUNTY, ARKANSAS;THENCE SOUTH 02°56'05" WEST, 189.76 FEET; THENCE SOUTH 73°05'31" WEST, 106.21 FEET TO THE NORTH RIGHT OF WAY OF TRACT RR, JOB 090218 IN DOCUMENT CV-2015-1895-5 IN THE PUBLIC RECORDS OF BENTON COUNTY, ARKANSAS; THENCE ALONG SAID TRACT RR, NORTH 71°10'53" WEST, 709.24 FEET TO THE SOUTH RIGHT OF WAY OF SOUTHEAST 8TH STREET;THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES;1. SOUTH 87°46'56" EAST, 327.28 FEET; 2. SOUTH 82°54'41" EAST, 128.85 FEET; 3. NORTH 47°24'39" EAST, 48.55 FEET; 4. SOUTH 87°25'13" EAST, 191.37 FEET; 5. SOUTH 87°41'47" EAST, 100.92 FEET TO THE POINT OF BEGINNING; CONTAINING 93,690 SQUARE FEET OR 2.15 ACRES, 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 April 6, 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 major amendment to the previously approved Walmart Campus PUD be adopted as presented.

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 PUD, Planned Unit Development to PUD, Planned Unit Development to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**4/13/2021**
Department	**Bentonville Water Resource Recovery Facility**
Submitted by	**Nancy Busen**
Phone	**(479) 271-6749**

Item Type: (*Check All That Apply*)

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

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

Bid award to Hansen's Tree service in the amount of $585/hour for green waste grinding at the Compost Facility. The contract term will be for (3) years, renewable annually thereafter in one year increments for a maximum term of five years. The Utility Board voted 4-0 in favor of awarding this bid to Hansen's Tree Service on March 23, 2021.

Estimated Cost	**$90,000**
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

CC: Mike Bender

From: Nancy Busen, Water Resource Recovery Facility

Council Meeting Date: April 13, 2021

Re: Bid Award IFB-21-07 Compost Green Waste Grinding

A bid award to Hansen's Tree Service in the amount of $585 per hour for grinding green waste at the Compost Facility.

This is a 2021 budgeted expense.

The IFB-21-07 contract term will be for (3) years, renewable annually thereafter in one year increments for a maximum term of (5) years.

The Utility Board voted 4-0 in favor awarding this bid to Hansen's Tree Service on March 23, 2021.

Thank you.

CITY OF BENTONVILLE
BID OPENING TABULATION SHEET
IFB-21-07 ON-SITE WASTE GRINGING SERVICES
MONDAY, MARCH 15, 2021 @ 2:00 PM

BIDDER NAME	TOTAL BID PRICE	AS SPECIFIED
ARBOR MASTERS	$1,100.00 / HR	X
SMITHEY ENVIRONMENTAL SERVICES	$600.00 / HR	SEE SUBMISSION
HANSEN'S TREE SERVICE	$585.00 / HR	X

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 28, 2021

NOTICE TO BIDDERS

ON-SITE WASTE GRINDING SERVICES
(RE-BID)Invitation For Bid (IFB)-21-07

The City of Bentonville is accepting formal sealed bids, from properly qualified, experienced, and equipped companies or individuals to provide On Site Yard Waste Grinding Services, on an as needed basis, for the City of Bentonville Compost Facility. The awarded contract term will be for three (3) years, renewable annually upon mutual written agreement for a maximum total of five (5) years. The On Site Grinding Service company must provide qualified operators and proper equipment capable of grinding a minimum of 40(forty) tons per hour.

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 (RE-BID) IFB-21-07 held at 2:00pm on Monday, March 15, 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 – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-07 (RE-BID)	**Date of Issuance:**	February 28, 2021
Description:	ON-SITE WASTE GRINDING SERVICES		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
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 15, 2020 AT 2:00 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 9 – 4:30 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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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: Hansen's Tree Service **Phone Number:** 636-379-1830

Business Address (Full Street/City/State/Zip): 104 Hansen Ct. O'Fallon MO, 63366

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

Name of Contact Person: Ken Byrne **Email:** Ken@hansenstree.com

Signature of Authorized Person: [redacted] **Date:** 3-2-2021

Printed or Typed Name: Ken Byrne **Title:** VP

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

Sales or Use Tax ID Number: _____

Bid Bond Included: ___Yes X No **(only required if specified in this IFB Document)**

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

!IMPORTANT! THE PURCHASING OFFICE HAS MOVED!

The City of Bentonville Purchasing Office has moved to:

City of Bentonville
2nd Floor
Administrative Services Building
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

INTENT
The intent of this Invitation for Bid (IFB) is for the On Site Yard Waste Grinding Services for the City of Bentonville Compost Facility. The awarded contract term will be for three (3) years, renewable annually upon mutual written agreement in one (1) year increments for a total maximum term of five (5) years.

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

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

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

CONTRACT TERM:
The awarded bidder will be required to enter into a binding contract with the City of Bentonville, for the services listed herein. The awarded contract term will be for three (3) years, renewable annually upon mutual written agreement in one (1) year increments for a maximum total term of five (5) years. Services will be performed on an "as needed" basis, via request for service from the City.

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

The policies of insurance required are as follows:

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

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SCOPE

The City of Bentonville, Arkansas is soliciting bids for On Site Yard Waste Grinding Services for the City of Bentonville Compost Facility. The On Site Grinding Service must provide equipment and service, as specified in this IFB document.

Compost personal will use a wheel loader and dump truck to remove the processed material from the grinding area during the grinding session.

DELIVERY

The City of Bentonville requests that the services, as described herein, begin within thirty (30) days from the date the Notice of Award is issued. Thereafter, each grinding session shall be completed within two (2) weeks of beginning service for that session. If this schedule cannot be met, Bidder must specify the date that Bidder is available to begin services and the number of weeks in which service will be completed. Failure to state delivery time obligates the Bidder to complete delivery by the City's requested delivery date. Extended delivery dates may be considered when in the best interest of the City. All deliveries will be to the City of Bentonville, Arkansas.

Date available to begin services : 3-1-2021 **after the Notice of Award is issued.**

Grinding Services will be completed within : 2 weeks **weeks from the start of each service session.**

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

(This space has been intentionally left blank)

INVOICING

The awarded Bidder shall provide an invoice to the City's Accounts Payable office upon the conclusion of each grinding service.

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

The City will provide payment, by check, within fourteen (14) days of receipt. Failure to submit an invoice on time and to the correct address may result in a delay in payment.

PAYMENT TERMS

[X] Net 30 days [ ] Other: _____

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.

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Contractor/Vendor Disclosure

Company Name: Hansen's Tree Service

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

____ Yes X No

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

Immediate Relation includes:

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

N/A

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported in 30 days of change of circumstance.** RH **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) business days from receiving notification from the City, with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

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

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

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

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

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

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

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

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

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

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

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

    In the event of two or more identical low bids, award will be made to the lowest and most responsible and responsive bidders as determined by the City through 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 BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

SPECIFICATIONS SECTION

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

PRODUCT SPECIFICATIONS		
SPECIFICATION DESCRIPTION	**Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.**	**Bidder must use this column to indicate/describe an "EQUIVALENT" or a "SUBSTITUTE" item being offered to the City.**
GRINDING UNIT:		
The grinding machine shall be capable of grinding yard waste up to thirty six (36 inches in diameter and ten (10) feet in length.	X	
The grinding machine shall have a minimum throughput of fourty (40) tons per hour.	X	
The grinding machine shall have mechanical means of separation ferrous metals from the waste stream.	X	
The grinding machine shall be mobile and have the capability of being repositioned as needed.	X	
No metal tracked vehicles will be permitted on the facility's asphalt storage pad.	X	

[This space has been intentionally left blank]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

OPERATIONS SPECIFICATIONS		
SPECIFICATION DESCRIPTION	**Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.**	**Bidder must use this column to indicate/describe an "EQUIVALENT" or a "SUBSTITUTE" item being offered to the City.**
Operations:		
Grinding shall be performed Monday through Saturday between the hours of 7:00 A.M to 7:00 P.M	X	
The awarded bidder shall provide operator(s) for the grinding unit.	X	
The awarded bidder shall be responsible for fueling, maintenance and repair of the grinding machine during the grinding session.	X	
The City shall not be responsible for any damages resulting from the awarded bidder's performance of the services described herein.	X	
All equipment used by the grinding service shall be kept in good repair to minimize all fluid leaks and to ensure a safe working environment.	X	
The awarded bidder shall operate within the guidelines of the Compost Facility's Stormwater Pollution Prevention Plan, available upon request.	X	
The awarded bidder shall employ and provide all reasonable safety measures, precautions, procedures and equipment necessary to provide and ensure a safe work environment.	X	
Each grinding session shall be completed within two (2) weeks of beginning service for that session.	X	
If equipment malfunctions are encountered, repairs to the equipment shall be made, or another unit must be provided in order to complete the grinding session within the two (2) week time frame.	X	
Grinding equipment shall not be stored at the Compost Facility beyond two (2) days prior or two (2) days after each grinding session.	X	

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

PRICING SHEET

The Total Bid Price shall include all costs to the City, including but not limited to: tax, fuel, equipment and the maintenance and repair of the equipment, operators, and delivery. The City of Bentonville tax rate is 9.5%. The City of Bentonville is NOT exempt from sales tax.

The Total Bid price is to be submitted as an hourly rate based on time spent processing (grinding) the stored yard waste as determined by the hour meter on the grinding unit.

The hourly rate shall be for a complete grinding service to include all costs to the City.

The Bid Award will be based on the lowest and most responsible Total Bid Price. The Total Bid Price is used for bid comparison purposes only. There is no guarantee of minimum quantities of work to be performed; services will be performed as needed by the City throughout the contract term.

Description	Quantity	TOTAL BID PRICE
On Site Waste Grinding Services, As Specified.	**1 hour**	$ 585**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/01/2020

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: Briana Scharf
Webb Insurance Agency 571 Jefferson St. St. Charles, MO 63301	PHONE (A/C, No, Ext): 636.410.0636 FAX (A/C, No): E-MAIL ADDRESS: Brianascharf@webbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: West Bend Mutual Insurance Company	15350
INSURER B: Auto Owners Insurance Company	18988
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Hansen's Tree, Lawn, and Landscaping Services, Inc
104 Hansen Court
O'Fallon, MO 63366

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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		A50321900	09/01/2020	09/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ONLY ☑ NON-OWNED AUTOS ONLY	Y		A50321900	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☑ UMBRELLA LIAB ☑ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☑ RETENTION$ 0	Y		A50321900	09/01/2020	09/01/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	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 ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $
B	Leased/Rented Equipment	Y		75992678	09/01/2020	09/01/2021		$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Bentonville
117 W Central
Bentonville, AR 72712

CANCELLATION

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

AUTHORIZED REPRESENTATIVE [redacted]

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/1/2020

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 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 J.W. Terrill, a Marsh & McLennan Agency LLC compan 825 Maryville Centre Drive Suite 200 Chesterfield MO 63017	CONTACT NAME: Melissa Kaiser, CISR PHONE (A/C, No, Ext): 314-594-2676 FAX (A/C, No): 888-307-1561 E-MAIL ADDRESS: mkaiser@jwterrill.com
INSURED HANSTRE-02 Hansen's Tree, Lawn & Landscaping Services Inc 104 Hansen Court O'Fallon, MO 63366	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Interstate Insurance Company — 31895 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1805007050 **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 LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			AVWCM02926222020	9/1/2020	9/1/2021	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Bentonville
117 West Central
Bentonville AR 72712

CANCELLATION

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

[redacted]

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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 28, 2021

NOTICE TO BIDDERS

ON-SITE WASTE GRINDING SERVICES
(RE-BID)Invitation For Bid (IFB)-21-07

The City of Bentonville is accepting formal sealed bids, from properly qualified, experienced, and equipped companies or individuals to provide On Site Yard Waste Grinding Services, on an as needed basis, for the City of Bentonville Compost Facility. The awarded contract term will be for three (3) years, renewable annually upon mutual written agreement for a maximum total of five (5) years. The On Site Grinding Service company must provide qualified operators and proper equipment capable of grinding a minimum of 40(forty) tons per hour.

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 (RE-BID) IFB-21-07 held at 2:00pm on Monday, March 15, 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.

WWW.BENTONVILLEAR.COM

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-07 (RE-BID)	**Date of Issuance:**	February 28, 2021
Description:	ON-SITE WASTE GRINDING SERVICES		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
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 15, 2020 AT 2:00 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 9 – 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 BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

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: Shawnee Mission Tree D.B.A. Arbor Masters Tree **Phone Number:** 214-454-6393

Business Address (Full Street/City/State/Zip): 2107 W Green Acres, Rogers AR 72758

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

Name of Contact Person: Nathan Day **Email:** nday@arbormastersm.com

Signature of Authorized Person: Nathan Day [redacted] 3/10/2021

Printed or Typed Name: Nathan Day **Title:** Manager

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

Sales or Use Tax ID Number: N/A

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

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!IMPORTANT! THE PURCHASING OFFICE HAS MOVED!

The City of Bentonville Purchasing Office has moved to:

City of Bentonville
2nd Floor
Administrative Services Building
1000 SW 14th Street
Bentonville, AR 72712

INTENT

The intent of this Invitation for Bid (IFB) is for the On Site Yard Waste Grinding Services for the City of Bentonville Compost Facility. The awarded contract term will be for three (3) years, renewable annually upon mutual written agreement in one (1) year increments for a total maximum term of five (5) years.

RESPONSE DOCUMENTS

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

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

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

CONTRACT TERM:

The awarded bidder will be required to enter into a binding contract with the City of Bentonville, for the services listed herein. The awarded contract term will be for three (3) years, renewable annually upon mutual written agreement in one (1) year increments for a maximum total term of five (5) years. Services will be performed on an "as needed" basis, via request for service from the City.

INSURANCE

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

The policies of insurance required are as follows:

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

SCOPE

The City of Bentonville, Arkansas is soliciting bids for On Site Yard Waste Grinding Services for the City of Bentonville Compost Facility. The On Site Grinding Service must provide equipment and service, as specified in this IFB document.

Compost personal will use a wheel loader and dump truck to remove the processed material from the grinding area during the grinding session.

DELIVERY

The City of Bentonville requests that the services, as described herein, begin within thirty (30) days from the date the Notice of Award is issued. Thereafter, each grinding session shall be completed within two (2) weeks of beginning service for that session. If this schedule cannot be met, Bidder must specify the date that Bidder is available to begin services and the number of weeks in which service will be completed. Failure to state delivery time obligates the Bidder to complete delivery by the City's requested delivery date. Extended delivery dates may be considered when in the best interest of the City. All deliveries will be to the City of Bentonville, Arkansas.

Date available to begin services : 30 Days **after the Notice of Award is issued.**

Grinding Services will be completed within : Two **weeks from the start of each service session.**

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

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INVOICING

The awarded Bidder shall provide an invoice to the City's Accounts Payable office upon the conclusion of each grinding service.

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

The City will provide payment, by check, within fourteen (14) days of receipt. Failure to submit an invoice on time and to the correct address may result in a delay in payment.

PAYMENT TERMS

☐ Net 30 days ☐ Other: _____

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.

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(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

Contractor/Vendor Disclosure

Company Name: Shawnee Mission Tree (dba Arbor Masters Tree Service)

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

X Yes _____No

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

Immediate Relation includes:

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

_____

_____

_____

_____

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.** ND **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) business days from receiving notification from the City, with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

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

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

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

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

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

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

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

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

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

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

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

    In the event of two or more identical low bids, award will be made to the lowest and most responsible and responsive bidders as determined by the City through 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 BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

SPECIFICATIONS SECTION

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

PRODUCT SPECIFICATIONS		
SPECIFICATION DESCRIPTION	**Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.**	**Bidder must use this column to indicate/describe an "EQUIVALENT" or a "SUBSTITUTE" item being offered to the City.**
GRINDING UNIT:		
The grinding machine shall be capable of grinding yard waste up to thirty six (36 inches in diameter and ten (10) feet in length.	X	
The grinding machine shall have a minimum throughput of fourty (40) tons per hour.	X	
The grinding machine shall have mechanical means of separation ferrous metals from the waste stream.	X	
The grinding machine shall be mobile and have the capability of being repositioned as needed.	X	
No metal tracked vehicles will be permitted on the facility's asphalt storage pad.	X	

[This space has been intentionally left blank]

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OPERATIONS SPECIFICATIONS		
SPECIFICATION DESCRIPTION	**Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.**	**Bidder must use this column to indicate/describe an "EQUIVALENT" or a "SUBSTITUTE" item being offered to the City.**
Operations:		
Grinding shall be performed Monday through Saturday between the hours of 7:00 A.M to 7:00 P.M	X	
The awarded bidder shall provide operator(s) for the grinding unit.	X	
The awarded bidder shall be responsible for fueling, maintenance and repair of the grinding machine during the grinding session.	X	
The City shall not be responsible for any damages resulting from the awarded bidder's performance of the services described herein.	X	
All equipment used by the grinding service shall be kept in good repair to minimize all fluid leaks and to ensure a safe working environment.	X	
The awarded bidder shall operate within the guidelines of the Compost Facility's Stormwater Pollution Prevention Plan, available upon request.	X	
The awarded bidder shall employ and provide all reasonable safety measures, precautions, procedures and equipment necessary to provide and ensure a safe work environment.	X	
Each grinding session shall be completed within two (2) weeks of beginning service for that session.	X	
If equipment malfunctions are encountered, repairs to the equipment shall be made, or another unit must be provided in order to complete the grinding session within the two (2) week time frame.	X	
Grinding equipment shall not be stored at the Compost Facility beyond two (2) days prior or two (2) days after each grinding session.	X	

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BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

PRICING SHEET

The Total Bid Price shall include all costs to the City, including but not limited to: tax, fuel, equipment and the maintenance and repair of the equipment, operators, and delivery. The City of Bentonville tax rate is 9.5%. The City of Bentonville is NOT exempt from sales tax.

The Total Bid price is to be submitted as an hourly rate based on time spent processing (grinding) the stored yard waste as determined by the hour meter on the grinding unit.

The hourly rate shall be for a complete grinding service to include all costs to the City.

The Bid Award will be based on the lowest and most responsible Total Bid Price. The Total Bid Price is used for bid comparison purposes only. There is no guarantee of minimum quantities of work to be performed; services will be performed as needed by the City throughout the contract term.

Description	Quantity	TOTAL BID PRICE
On Site Waste Grinding Services, As Specified.	**1 hour**	$ 1,100

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-07 (RE-BID)	**Date of Issuance:**	February 28, 2021
Description:	ON-SITE WASTE GRINDING SERVICES		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
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 15, 2020 AT 2:00 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 9 – 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 BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

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: Smithey Environmental Services, LLC **Phone Number:** 918-245-1070

Business Address (Full Street/City/State/Zip): 7298 Charles Page Blvd., Tulsa, OK 74127

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

Name of Contact Person: Chris Smithey **Email:** chris.smithey@smitheyenvironmental.com

Signature of Authorized Person: [redacted] **Date:** March 8, 2021

Printed or Typed Name: Chris Smithey **Title:** Member

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

Sales or Use Tax ID Number: 73-1519323

Bid Bond Included: ___Yes _X_ **No (only required if specified in this IFB Document)**

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

SCOPE

The City of Bentonville, Arkansas is soliciting bids for On Site Yard Waste Grinding Services for the City of Bentonville Compost Facility. The On Site Grinding Service must provide equipment and service, as specified in this IFB document.

Compost personal will use a wheel loader and dump truck to remove the processed material from the grinding area during the grinding session.

DELIVERY

The City of Bentonville requests that the services, as described herein, begin within thirty (30) days from the date the Notice of Award is issued. Thereafter, each grinding session shall be completed within two (2) weeks of beginning service for that session. If this schedule cannot be met, Bidder must specify the date that Bidder is available to begin services and the number of weeks in which service will be completed. Failure to state delivery time obligates the Bidder to complete delivery by the City's requested delivery date. Extended delivery dates may be considered when in the best interest of the City. All deliveries will be to the City of Bentonville, Arkansas.

Date available to begin services : April 15, 2021 **after the Notice of Award is issued.**

Grinding Services will be completed within : 1 to 3 **weeks from the start of each service session.**

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

INVOICING

The awarded Bidder shall provide an invoice to the City's Accounts Payable office upon the conclusion of each grinding service.

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

The City will provide payment, by check, within fourteen (14) days of receipt. Failure to submit an invoice on time and to the correct address may result in a delay in payment.

PAYMENT TERMS

[X] Net 30 days [ ] Other: _____

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.

(This space has been intentionally left blank)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

Contractor/Vendor Disclosure

Company Name: Smithey Environmental Services, LLC

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

__X__ Yes _____No

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

Immediate Relation includes:

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

None

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

SPECIFICATIONS SECTION

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

PRODUCT SPECIFICATIONS		
SPECIFICATION DESCRIPTION	**Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.**	**Bidder must use this column to indicate/describe an "EQUIVALENT" or a "SUBSTITUTE" item being offered to the City.**
GRINDING UNIT:		
The grinding machine shall be capable of grinding yard waste up to thirty six (36 inches in diameter and ten (10) feet in length.	X	
The grinding machine shall have a minimum throughput of fourty (40) tons per hour.	X	
The grinding machine shall have mechanical means of separation ferrous metals from the waste stream.	X	
The grinding machine shall be mobile and have the capability of being repositioned as needed.	X	
No metal tracked vehicles will be permitted on the facility's asphalt storage pad.		We can place down rubber tires under tracks to prevent damage to Asphalt

[This space has been intentionally left blank]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

OPERATIONS SPECIFICATIONS		
SPECIFICATION DESCRIPTION	**Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.**	**Bidder must use this column to indicate/describe an "EQUIVALENT" or a "SUBSTITUTE" item being offered to the City.**
Operations:		
Grinding shall be performed Monday through Saturday between the hours of 7:00 A.M to 7:00 P.M	X	
The awarded bidder shall provide operator(s) for the grinding unit.	X	
The awarded bidder shall be responsible for fueling, maintenance and repair of the grinding machine during the grinding session.	X	
The City shall not be responsible for any damages resulting from the awarded bidder's performance of the services described herein.		City will be held responsible for damages incured due to unshreddable items, i.e large metal pieces not seen.
All equipment used by the grinding service shall be kept in good repair to minimize all fluid leaks and to ensure a safe working environment.	X	
The awarded bidder shall operate within the guidelines of the Compost Facility's Stormwater Pollution Prevention Plan, available upon request.	X	
The awarded bidder shall employ and provide all reasonable safety measures, precautions, procedures and equipment necessary to provide and ensure a safe work environment.	X	
Each grinding session shall be completed within two (2) weeks of beginning service for that session.	X	
If equipment malfunctions are encountered, repairs to the equipment shall be made, or another unit must be provided in order to complete the grinding session within the two (2) week time frame.	X	
Grinding equipment shall not be stored at the Compost Facility beyond two (2) days prior or two (2) days after each grinding session.	X	

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

PRICING SHEET

The Total Bid Price shall include all costs to the City, including but not limited to: tax, fuel, equipment and the maintenance and repair of the equipment, operators, and delivery. The City of Bentonville tax rate is 9.5%. The City of Bentonville is NOT exempt from sales tax.

The Total Bid price is to be submitted as an hourly rate based on time spent processing (grinding) the stored yard waste as determined by the hour meter on the grinding unit.

The hourly rate shall be for a complete grinding service to include all costs to the City.

The Bid Award will be based on the lowest and most responsible Total Bid Price. The Total Bid Price is used for bid comparison purposes only. There is no guarantee of minimum quantities of work to be performed; services will be performed as needed by the City throughout the contract term.

Description	Quantity	TOTAL BID PRICE
On Site Waste Grinding Services, As Specified.	**1 hour**	$ $600.00

SMITENV-01 SDENISON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/8/2021

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: Sallie Denison	
Frates Irwin Risk Management Solutions 103 Dean A McGee Avenue STE 700 Oklahoma City, OK 73102	PHONE (A/C, No, Ext): (405) 290-5730	FAX (A/C, No):
	E-MAIL ADDRESS: sdenison@fratesins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Casualty Company of Reading, Pennsylvania	20427
INSURED Smithey Environmental Services LLC Pam Smithey P.O. Box 757 Sand Springs, OK 74063	INSURER B : Clear Blue Insurance Company, Inc.	28860
	INSURER C : GuideOne National Insurance Company	14167
	INSURER D : Accident Fund Insurance Company of America	10166
	INSURER E : Continental Casualty Company	20443
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC OTHER:			6020486072	10/1/2020	10/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			AQ1YOK00000502	7/16/2020	7/16/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			56000072302	10/1/2020	10/1/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV6197363	10/1/2020	10/1/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Motor Truck Cargo			6081245274	7/16/2020	7/16/2021	Per load $100,000	200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
USDOT # 705379, MC-326218

CERTIFICATE HOLDER

The City of Bentonville
1000 SW 14th St
Bentonville, AR 72712

CANCELLATION

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

AUTHORIZED REPRESENTATIVE [redacted]

ACORD 25 (2016/03)

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Agenda Item Form

Date of City Council Meeting	**4/13/2021**
Department	**Bentonville Water Resource Recovery Facility**
Submitted by	**Nancy Busen**
Phone	**479-271-6749**

Item Type: ***(Check All That Apply)***

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

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

Bid award for IFB-21-08 to Brenntag Mid-South for Praestol FLX cationic polymer at $1.85/pound. This product is used in the solids dewatering process at the Bentonville Water Resource Recovery Facility. IFB-21-08 pricing agreement is for a (2) year term, renewable annual option for (3) additional years for a maximum term of (5) years. The Utility Board voted 4-0 on March 23, 2021 in favor of awarding this bid to Brenntag Mid-South.

Estimated Cost	**$69,000 used in 2020, 2021 Budgeted Amount $95,000**
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

CC: Mike Bender

From: Nancy Busen, Water Resource Recovery Facility

Council Meeting Date: April 13, 2021

Re: Bid award IFB-21-08 for Polymer

Bid award IFB-21-08 for purchase and delivery of Praestol 279 FLX cationic polymer at $1.85/pound. This product is used in the solids dewatering process at at Bentonville Water Resource Recovery Facility.

IFB-21-08 agreement is awarded to Brenntag Mid-South for a (2) year term, with an option to renew for three additional one year terms for a maximum of (5) years.

The Utility Board voted 4-0 in favor of awarding this bid to Brentag Mid-South.

Thank you.

CITY OF BENTONVILLE
BID TABULATION SHEET
IFB-21-08 PRAESTOL 279 FLX POLYMER
MONDAY, FEBRUARY 22, 2021 @ 1:30 PM

BIDDER NAME	TOTAL BID PRICE
Brenntag Mid-South	**$1.85 per pound**

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

PRAESTOL 279 FLX POLYMER

Invitation For Bid (IFB)-21-08

The City of Bentonville is accepting formal bids for the purchase and delivery Praestol 279 FLX Polymer, in 250-gallon totes, to the City of Bentonville Water Resource Recovery Facility. The award will be for two (2) years with an option to renew annually for three (3) additional years, for a total maximum term of five (5) years. The City estimates it will purchase approximately four (4) totes per month.

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. 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-21-08 held at 1:30pm on Monday, February 22, 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.

WWW.BENTONVILLEAR.COM

CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712
BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-08	**Date of Issuance:**	February 7, 2021
Description:	POLYMER		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
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:	**FEBRUARY 22, 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:	FEBRUARY 17 – 4:30 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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: Brenntag Mid-South **Phone Number:** (417)887-3663

Business Address (Full Street/City/State/Zip): 2235 W. Battlefield Rd./Springfield/Mo/65807

Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): X **Yes** __ **No**

Name of Contact Person: William Shadwick **Email:** wshadwick@brenntag.com

Signature of Authorized Person: [redacted] **Date:** 2/11/21

Printed or Typed Name: William Shadwick **Title:** Sales Representative

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

Sales or Use Tax ID Number:_____

Bid Bond Included: ___**Yes** ___**No (only required if specified in this IFB Document)**

[This space has been intentionally left blank]

!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.

INTENT

The intent of this Invitation for Bid is for the purchase and delivery of Praestol 279 FLX cationic water-soluble polymer, delivered in two hundred and fifty (250) gallon plastic totes, to the City of Bentonville Water Resource Recover Facility. The Praestol 279 FLX Polymer will be used in conjunction with a mechanical screw press to facilitate the sludge dewatering process. The awarded bidder will be required to sign a binding contract.

RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

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

- **IFB document, all response fields complete.**
- **Manufacturers Material Safety Data Sheet (MSDS) for the product.**

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

CONTRACT/PRICING AGREEMENT TERM:

Upon award, the awarded Bidder shall deliver the Praestol 279 FLX polymer, as specified in this IFB Document for two (2) years. Upon mutual written agreement, the term may be renewed in one (1) year increments for a total maximum term of five (5) years. At no point during the original term or during any renewal term shall there be any change in pricing or product specifications; any changes in delivery requirements shall be mutually agreed upon between the parties in writing.

SCOPE

The Praestol 279 FLX cationic water-soluble polymer will be used in conjunction with a mechanical screw press. The polymer shall aid in the concentrating and dewatering of aerobically digested sludge before and during the pressing operation.

The City's uses a PWTech Volute Dewatering Press with an average percent solids feed of 1.88% and an average GPD of 65,000.

Polymer, as specified, shall be provided in two hundred and fifty (250) gallon plastic totes with proper labeling to identify the product as cationic water-soluble polymer. The City estimates that it will need approximately three (3) to four (4) totes per month, this estimate is not a final or guaranteed volume.

Delivery of the polymer is required within two (2) weeks from date that the City issues each Purchase Order. The delivering driver must have means of moving the pallet of product to the rear of the delivering truck for offloading. Delivery will be made within Bentonville, Arkansas city limits.

Deliveries will only be accepted during normal business hours, which are Monday through Friday from 7:30 A.M. to 4:00 P.M. CST.

The manufacturer must submit a Material Safety Data Sheet for any product shipped to the City of Bentonville Water Resource Recovery Facility.

DELIVERY

The City of Bentonville requests delivery within two (2) weeks after receipt of the City's Purchase Order for every order placed throughout the term. If this delivery schedule cannot be met, Bidder must state the number of calendar days required to place the equipment in the City's designated location. 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: Two (2) weeks **after receipt of Purchase Order.**

EQUIVALENT

No equivalent items due to existing equipment and processes in place.

INVOICING

Bidder shall provide an invoice to the City after each delivery, using the remittance address below:

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

Invoices submitted to the correct address will be paid within fourteen (14) days of receipt.

PAYMENT TERMS

[X] Net 30 days [ ] Other: _____

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

X Yes _____No

Contractor/Vendor Disclosure

Company Name: Brenntag

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

Immediate Relation includes:

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

N/A

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    In the event of two or more identical low bids, award will be made to the lowest and most responsible and responsive bidder as determined by the City through 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.

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 provide cationic water-soluble polymer, type Praestol 279 FLX to the City upon receipt of the City's purchase orders throughout the term, as specified.	X
Polymer, as specified, will be delivered in two hundred and fifty (250) gallon plastic totes with proper labeling to identify the product as cationic water-soluble polymer.	X
Polymer delivery is required within two (2) weeks from the date that each purchase order is issued.	X
The delivery driver will have the capability of moving the pallet of product to the rear of the delivering truck for offload.	X
All delivering trucks shall be properly licensed and insured in accordance will all applicable laws.	X
Bidder understands that award of this solicitation does not guarantee any minimum quantity of orders and that product will be requested as needed throughout the term as specified in this IFB Document.	X

Detail Notes
(Optional):_____
_____
_____

PRICING SHEET

The Total Bid Price shall include all costs to the City, including but not limited to: tax, fuel surcharge and delivery fees to the City of Bentonville, Arkansas. The City of Bentonville sales tax rate is 9.5%. The City of Bentonville is NOT sales tax exempt.

The Bid Award will be made based on the most responsible and lowest Total Bid Price. The Total Bid Price shall be conveyed only in PRICE PER POUND. The Total Bid Price shall be honored for a minimum of two (2) years from the date the Notice of Award is issued.

Quantity (used only for bid comparison purposes)	Item	TOTAL BID PRICE
1 Pound	Praestol 279 FLX cationic water-soluble polymer	$1.85 PER POUND

Agenda Item Form

Date of City Council Meeting	**4/13/2021**
Department	**Electric**
Submitted by	**Travis Matlock**
Phone	**479-271-5941**

Item Type: (*Check All That Apply*)

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

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

Resolution authorizing the Mayor and City Clerk to amend an agreement with TOP Engineering and add construction observation related to the Priority 1 Fiber project for $64,050.00. This was approved at Utility Board 4-0.

Estimated Cost	**$64,050.00**
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: April 13, 2021

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Construction Observation – Priority 1 Fiber Installation**

Electric Dept. staff recommends amending an agreement with TOP Engineering to provide construction inspection services for the installation of the fiber infrastructure related to Priority 1 for $64,050.00.

The construction contract for Priority 1 was awarded to Source Power at the 3/9/21 City Council meeting. The original agreement was approved at the 2/23/20 City Council meeting. This amendment will set TOP up to monitor/coordinate the construction with Source Power.

This is a 2021 budgeted item and was approved 4-0 at the Utility Board.

TOP Engineers+
TECHNOLOGY + OPERATIONS + PEOPLE

8191 Pittman Road
Adkins, Texas 78101
1-210-844-0129
www.TOPEngineersPlus.com

March 15, 2021

Travis Matlock, PE
Engineering Director
City of Bentonville
3200 Municipal Drive
Bentonville, AR 72712

RE: Fiber Network Implementation – Priority One
Amendment for Construction Observation

VIA: tmatlock@bentonvillear.com

Dear Mr. Matlock,

The following document is an amendment to our original Agreement (approved at the 2-23-20 CC meeting, Agreement dated 2-26-20), to include Construction Observation services during installation of the Priority 1 Fiber Network Implementation Project.

The amendment is structured as a Not to Exceed estimate for Time and Materials according to the Base Price costs shown, depending on the time frame needed. It allows for time to coordinate with the contractor from San Antonio and time on-site in Bentonville to manage the project. The Construction Observer will be representing the City of Bentonville to ensure the project is constructed as per the construction drawings. The Construction Observer (CO) will approve cable pulling plans and locations of cabinets and termination panels with the concurrence of the City of Bentonville. The Construction Observer will not be responsible for the means and methods of the contractor installing the fiber cable. The Construction Observer (CO) will have the authority to stop construction if he deems the means and methods used are not following best practices or are unsafe.

The following are tasks that will be performed by the Construction Observer (CO):

- TOP and CO will conduct a kickoff meeting with contractor prior to construction.
- CO will coordinate with contractor via conference calls prior to start of actual construction.
- CO will be onsite when construction starts.
- CO will produce daily progress reports while on site.

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Adkins, Texas 78101
1-210-844-0129
www.TOPEngineersPlus.com

- CO will have the knowledge to make any necessary engineering changes with the concurrence of COB and TOP designers.
- CO will ensure that as-builts are being recorded
- CO will review fiber test results
- CO will inspect job and create punch list of items that need attention

Base Pricing and Cost Estimates:

Description	Hours	Days	Blended Rate
Travel	8	1	$1,750
1 wk + weekend PD	56	5 +	$6,750
Remote Phone Support	40	5	$4,800

- Blended rate per round trip, 8 elapsed hours, one flight or drive equivalent.
- Blended rate per day includes expenses.
- Remote support is simply planning and coordination with the Contractor/Client.
- TOP will work with the Contractor to make sure the Observation role is effective to meet BEUD needs.
- Costs are as follows:

  8-week duration: (3 x $1,750) + (8 x $6,750) + ($4,800) = $64,050

Description	Total Estimate
Previously Approved Total (approved at the 2-23-20 CC meeting, Agreement dated 2-26-20)	$288,636
Amendment for Construction Observation (8-week duration)	$64,050
Amended Total	**$352,686**

- Please note that TOP will try to interleave additional work such that the 14-week schedule provided by the Contractor from Mobilization to Testing and Acceptance will be covered adequately by Observation.

8191 Pittman Road
Adkins, Texas 78101
1-210-844-0129
www.TOPEngineersPlus.com

Billing:
Billing will be submitted Monthly on a Time and Material basis and/or at completion of task.

TOP Engineers Plus is grateful to be able to serve the engineering design needs of the City of Bentonville. Please let me know if there are any questions related to the above estimate and/or any additional services that may be needed.

Sincerely,

[redacted]

Stanford D. Torvik, P.E.
President
TOP Engineers Plus PLLC

Cc: Bob Sengele - TOP Engineers Plus PLLC
Diane Sommo - TOP Engineers Plus PLLC

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1-210-844-0129
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Authorization to Proceed

Priority One

Amendment for Construction Observation (8-week duration)
$64,050

Notice to Proceed (NTP) by Authorized Company Representative:

City of Bentonville

_____
Signature

_____
Printed Name

_____
Title

_____
Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH TOP ENGINEERING TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR THE BENTONVILLE ELECTRIC UTILITIES DEPARTMENT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the existing agreement with TOP Engineering for construction inspection services, as set forth in the Amendment 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	**4/13/2021**
Department	**Electric**
Submitted by	**Jake Harper/Travis Matlock**
Phone	**479-271-6781**

Item Type: (*Check Applicable Item Type*)

☐ 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 wth BKD, LLC to provide Agreed-Upon Procedure Services related to the AEP bill for services during February 2021. This agreement will allow the City and BKD to begin the process of verifying the fuel charge passed through AEP to the Bentonville Electric Utility. The City will be working with Chad Moore of the BKD Oklahoma City office for these services since it requires a team with a specialty in electric transmission. This item will be presented to the Utility Board on Tuesday, April 13, 2021.

Estimated Cost	**$15,000 - $20,000**
Is this Item Budgeted?	☐ Yes ☑ No

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

We are some engineering professional funds to cover these costs.

BKD LLP
CPAs & Advisors

809 S. 52nd Street, Suite A // P.O. Box 1893 // Rogers, AR 72757-1893
479.845.0270 // fax 479.845.0840 // bkd.com

March 29, 2021

Members of the City Council
Honorable Stephanie Orman, Mayor
Mr. Jake Harper, Director of Finance
CITY OF BENTONVILLE, ARKANSAS
117 West Central
Bentonville, AR 72712

We appreciate your selection of **BKD, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you **Unmatched Client Service®**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following: CITY OF BENTONVILLE, ARKANSAS

- Agreed-Upon Procedure Services related to the AEP bill for services during February 2021

Engagement Fees

We have estimated the time required by our engagement and expect our fee to range between $15,000 and $20,000. Included in these fees are travel costs and fees for services from other professionals, if any, as well as an administrative fee of four (4) percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

Praxity MEMBER GLOBAL ALLIANCE OF INDEPENDENT FIRMS

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

BKD, LLP

[redacted]

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum,** on behalf of CITY OF BENTONVILLE, ARKANSAS.

BY _____
Stephanie Orman, Mayor

DATE _____

Scope of Services

The following apply for all services:

Assistance	Our timely completion of services depends on the assistance you and AEP provides us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in untimely filings or inability to meet other deadlines.
Responsibility for Outcomes	We may perform additional services for you that are not covered by this contract. You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result. You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions. We understand you have designated (or will) a management-level individual to be responsible and accountable for overseeing the performance of these services, and you have determined (or will) this individual is qualified to conduct such oversight.
Performance of Nonattest Services – SEC & PCAOB	Our performance of certain nonattest services may not be permitted under the SEC and PCAOB independence rules, to which we are not currently subject. Accordingly, if we perform services that are not permitted under those rules, you would not be permitted to use our reports in a registration statement or other document requiring compliance with those rules. You agree to inform us promptly if you are considering any future public offering of securities, use of our reports to comply with the Investment Advisers Act custody rule, or other action that would necessitate our future compliance with the independence rules of the SEC and PCAOB.

Agreed-Upon Procedure Services

We will apply procedures determined at a later date to the AEP bill for services during February 2021 of the CITY OF BENTONVILLE, ARKANSAS. The sufficiency of the requested procedures is solely the responsibility of the specified parties listed above. Consequently, we make no representation regarding the sufficiency of the procedures for the purpose for which the report has been requested or for any other purpose.

Because we have not been engaged to conduct an examination or review, we will not express an opinion or conclusion, respectively, on the AEP bill for services during February 2021. In addition, we have no obligation to perform any procedures beyond those listed in the attachment to this contract.

Chad Moore, Partner is responsible for supervising the engagement and authorizing the signing of the report.

We will issue a written report summarizing the procedures performed and the results of those procedures to the following:

Entity Name
CITY OF BENTONVILLE, ARKANSAS

The report is intended solely for the information and use of the specified parties and is not intended to be and should not be used by anyone other than these specified parties.

The following apply for the agreed-upon procedure services described above:

Our Responsibilities	We will conduct our agreed-upon procedures engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants.
Limitations & Fraud	Our engagement will not include a detailed examination of all transactions and cannot be relied upon to disclose misstatements that might exist due to error, fraud, and illegal acts. However, we will inform you of any such matters, if material, that come to our attention. You accept that these procedures are not a substitute for management's responsibility to ensure controls are in place to prevent and detect theft and all other forms of fraud and illegal acts. Therefore, you agree we are not responsible for the cost of damages or any liability arising from errors or irregularities, fraud, defalcations, or any other form of noncompliance or theft, caused by current or former employees, directors, owners, or third parties.
Report	If, for any reason, we are unable to complete our procedures, we may decline to issue a report as a result of this engagement.
Management Responsibilities	The management of CITY OF BENTONVILLE, ARKANSAS is responsible for the following: • Proper recording of transactions and preparation of financial statements

- Establishing and maintaining effective internal control over financial reporting
- Setting the proper tone
- Creating and maintaining a culture of honesty and high ethical standards
- Establishing appropriate controls to prevent, deter, and detect fraud and illegal acts
- Identifying and ensuring compliance with laws and regulations applicable to its activities
- Establishing and maintaining effective internal control over compliance
- Implementing and monitoring controls

Written Assertions To facilitate our engagement, management is responsible for providing a written assertion about the measurement or evaluation of the subject matter against the criteria, supplying us with all necessary information, and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items, for the subject matter and the written assertion(s) referred to above, and for selecting and determining the appropriateness of the criteria.

At the conclusion of our engagement, management will provide to us a letter confirming the availability of this information, the written assertion(s), certain representations made during the engagement, and acknowledging certain responsibilities outlined in this contract.

Written Assertions Management is responsible for selecting the criteria applied to the subject matter and for determining the appropriateness of the criteria. At the conclusion of our engagement, management will provide to us a letter confirming this responsibility, whether it is aware of any material misstatements in the subject matter or assertion, and that it has disclosed all known events subsequent to the period (or point in time) of the subject matter being reported on that would have a material effect on the subject matter or assertion.

CITY OF BENTONVILLE, ARKANSAS is responsible for providing a written assertion about the measurement or evaluation of the subject matter against the criteria, supplying us with all necessary information, and for allowing us access to personnel to assist in performing our services. It should be understood that CITY OF BENTONVILLE, ARKANSAS is responsible for the accuracy and completeness of these items, for the subject matter, and the written assertion(s) referred to above. At the conclusion of our engagement, CITY OF BENTONVILLE, ARKANSAS will provide to us a letter confirming the availability of this information, the written assertion(s), certain representations made during the engagement, and acknowledging certain responsibilities outlined in this contract.

BKD, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **BKD,** LLP's standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and **BKD,** LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to **BKD,** LLP ("BKD"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent.

   We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

   Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay BKD for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of four (4) percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. Unless the parties agree otherwise, the American Arbitration Association ("AAA") will administer any such mediation in accordance with its Commercial Mediation Rules. The mediator will be selected by agreement of the parties. If We cannot agree, a mediator shall be designated by the AAA. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.

6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold BKD harmless from any and all claims which arise from knowing misrepresentations to BKD, or the intentional withholding or concealment of information from BKD by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify BKD for any claims made against BKD by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim. The Parties agree and understand that the City has Statutory Tort Immunity and as such, nothing contained herein or otherwise under this Agreement shall waive any governmental immunity the City may be entitled to by law.

7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether BKD performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of BKD in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

8. **Limitation of Liability.** You agree that BKD's liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of BKD or if enforcement of this provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall BKD be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

10. **Severability.** If any portion of this contract is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this contract.

11. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

12. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

13. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that BKD has no responsibility to maintain this information. You agree You will not rely on BKD to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from BKD's servers, *i.e.*, BKDconnect, can be terminated at any time and You will not rely on using this to host Your data and records.

14. **BKD Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, BKD will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information. In addition, You agree to compensate or reimburse BKD for all costs and expenses, including reasonable attorney's fees, associated with BKD's compliance with requests or demands for its workpapers or other information related to this engagement, and for any testimony required by summons or subpoena.

15. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

    Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes and supplementary information, as appropriate) are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

16. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make available to anyone other than Your personnel, any such documents. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

17. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

18. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

    Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "**BKD,** LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. **BKD,** LLP also has not performed any procedures relating to this offering document."

19. **BKD Not a Municipal Advisor.** BKD is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by BKD.

TECHNOLOGY

20. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.

21. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic

signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

22. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

    You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

23. **Third-Party Service Providers.** BKD may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. BKD maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, BKD will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to BKD sharing Your confidential information with the third-party service provider.

24. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You.

25. **Use of BKD Name.** Any time You intend to reference BKD's firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.

26. **Praxity.** BKD is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. BKD is not connected, however, by ownership with any other firm using the name "Praxity." BKD will be solely responsible for all work carried out on Your behalf. In deciding to engage BKD, You acknowledge that We have not represented to You that any other firm using the name "Praxity" will in any way be responsible for Our work.

27. **BKD Status as LLP.** BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD,** LLP have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, for any debts, obligations, or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract, or otherwise.

28. **Entire Agreement.** The contract, including this *Terms and Conditions Addendum* and any other attachments or addenda, encompasses the entire agreement between You and BKD and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and BKD.

29. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control.

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BKD, LLC FOR CERTAIN AUDITING SERVICES FOR THE CITY OF BENTONVILLE.

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

Section 1. That the Mayor and Clerk be and are hereby authorized to enter into an agreement with BKD, LLC to provide Agreed-Upon Procedure Services related to the AEP bill for services during February 2021, as more particularly described in the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4/13/2021**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: Resolution to set public hearing

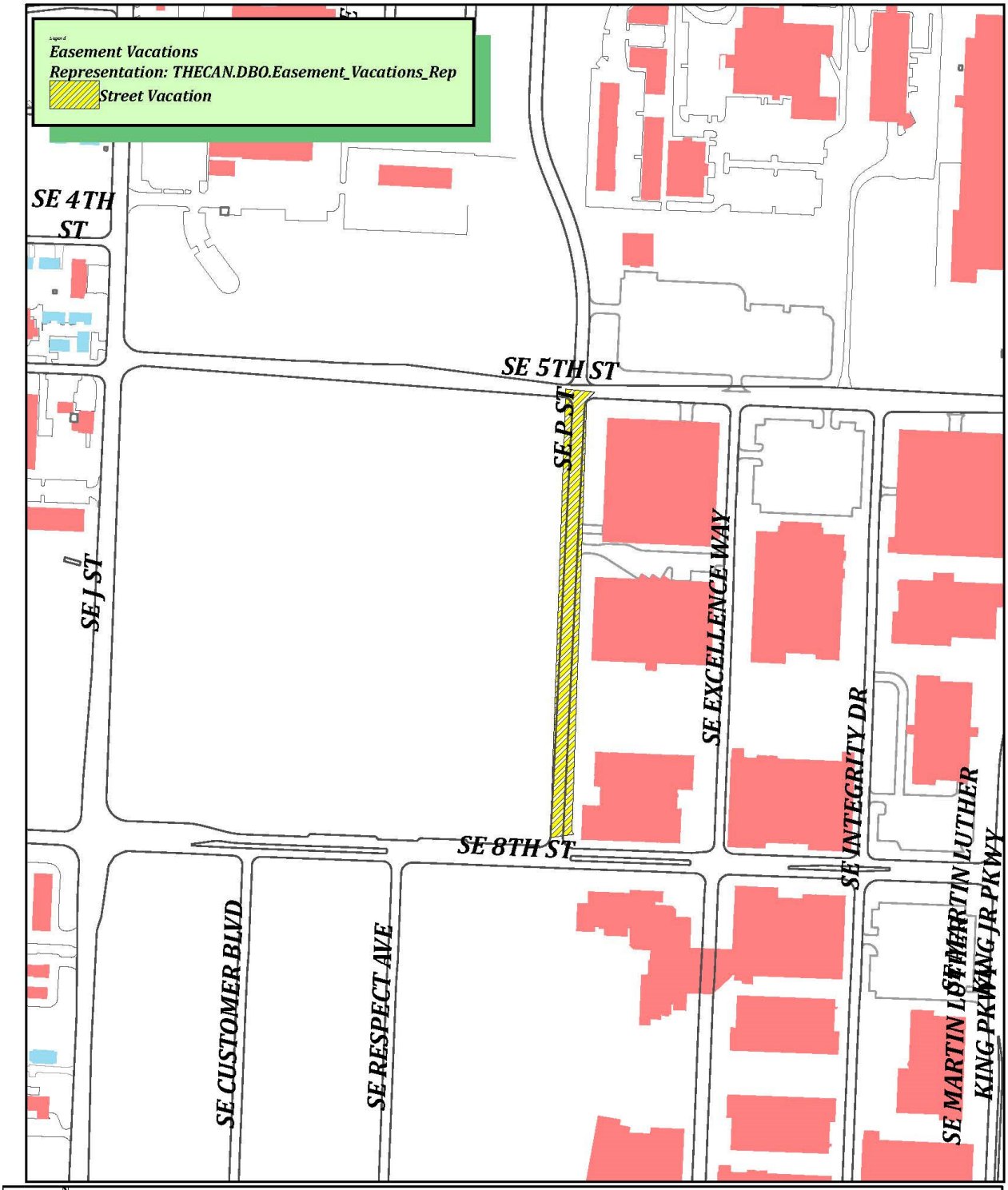
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution setting a public hearing for April 27, 2021 for a Street Right of Way Vacation requested by Walmart Realty Co. for multiple parcels along SE P Street between SE 5th Street and SE 8th Street (VAC21-0005).

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

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


Easement Vacations
Representation: THECAN.DBO.Easement_Vacations_Rep
Street Vacation
SE 4TH ST
SE 5TH ST
SE P ST
SE I ST
SE EXCELLENCE WAY
SE INTEGRITY DR
SE 8TH ST
SE CUSTOMER BLVD
SE RESPECT AVE
SE MARTIN LUTHER KING JR PKWY
1 inch = 333 feet
VAC21-0005
Proposed SE P Street Vacation

RESOLUTION NO._____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Walmart Realty Co. requesting a Street Right of Way vacation (VAC21-0005) within the City of Bentonville, Arkansas be vacated, which said easement is described as follows:

All of the assumed right-of-way of SE P Street lying south of SE 5th Street and north of SE 8th Street; being part of the South half of the Northeast Quarter of Section 32, Township 20 North, Range 30 West in Benton County, Arkansas; being described by metes and bounds as follows:
BEGINNING at the southwest corner of Lot 3 of Mid-Continent Addition according to Plat Book 2009, Page 94;
THENCE South 82°13'55" West, 65.84 feet to the southeast corner of Lot 2 of Janus II Subdivision according to Plat Book 2003, Page 220;
THENCE along the west right-of-way of SE P Street, North 01°58'13" East, 1,254.23 feet to the northeast corner of Lot 4 of Walmart East Addition according to Plat Book 2011, Page 508;
THENCE South 84°21'26" East, 81.21 feet to the northeast corner of Lot 2, Mid-Continent Addition according to Plat Book 2009, Page 94;
THENCE along said east right-of-way, South 41°38'51" West, 32.96 feet;
THENCE South 01°58'13" West, 1,204.02 feet;
THENCE South 27°55'10" East, 9.81 feet; to the POINT OF BEGINNING containing 75,134 square feet or 1.72 acres, more or less.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described easement is set for a hearing on April 27, 2021 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____, 2021 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____	_____
Kirby Romines, City Clerk	Stephanie Orman, Mayor
Bentonville, Arkansas	City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**4/13/2021**
Department	**Police Department**
Submitted by	**Jon Simpson**
Phone	**(479) 271-3172**

Item Type: (*Check All That Apply*)

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

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

Resolution declaring a surplus request for (30) Glock .40 caliber handguns. These firearms are set for replacement/transition with the new Generation 5 models with night sights can be sourced from Galls, LLC of Springdale (a federally licensed firearms dealer) for approximately $428.50 each. Upon surplus, these (30) weapons can be traded in for an approximate $225 credit each. This trade in and new replacement program will equip our officers with newer and more reliable handguns at a minimal expense and is a responsible disposition of retired weapons. The surplused firearms and serial numbers include: (1) Glock 22 .40 cal, BDNG555 (2) Glock 22 .40 cal, BDNG557, (3) Glock 22 .40 cal, BDNG561, (4) Glock 22 .40 cal, BDNG563, (5) Glock 22 .40 cal, BDNG552, (6) Glock 22 .40 BDNG553, (7) Glock 23.40 cal, BECY288, (8) Glock 22 .40 cal, BEKV723, (9) Glock 22 .40 cal, BFAV865, (10) Glock 23. 40 cal, BFAV867, (11) Glock 22 .40 cal, BFAV869, (12) Glock 22 .40 cal, BGGZ991, (13) Glock 22 .40 cal, BHAM000, (14) Glock 22 .40 cal, BKRY255, (15) Glock 22 .40 cal, BKRY256, (16) Glock 22 .40, UXF963, (17) Glock 22 .40, WDH886, (18) Glock 22 .40, WHX800, (19) Glock 22 .40 cal, WHX801, (20) Glock 22 .40 cal, WHX805, (21) Glock 22 .40 cal, WHX807, (22) Glock 22 .40, XXV828, (23) Glock 22 .40, XXV833, (24) Glock 22 .40, YDN772, (25) Glock 22 .40 cal, YDN776, (26) Glock 22 .40 cal, YDN782, (27) Glock 22 .40 cal, BFFT560, (28) Glock 22 .40 cal, WHX806, (29) Glock 22 .40 cal, WHX808, (30) Glock 22 .40 cal, XXV827. See attached proposal.

Estimated Cost	**$6,105.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

FIREARMS TRADE INVENTORY LIST

Please provide an electronic version of this inventory list along with a paper copy accompaning the traded firearms.

Department Name	Bentonville Police Depart
Point of Contact:	Travis Scantling
POC Phone:	479-271-3179
Alt Phone	479-271-3180
Email Address	rkansas.gov
Scheduled Turn in Date	
Phone	
Total # of Firearms Turned in	-30
Total Trade value on all Firearms	$7,050.00

Condition Terms:

NIB - New In Box

Excellent - Never to slightly used in new condition; no scratches

Good - Normal wear and tear, minimal finish blemishes

Poor - Rusty, Sticking parts, excessive wear, deep scratches

*ALL conditions assume firearm is in working order

Manufacturer	Model	Caliber/Gauge	Serial number	# of Mags	Type (Pistol, Rifle, Shotgun)	Condition	Trade Value	Inventory Code GALLS ONLY	Notes	Photo Image #
Glock	22	40	BDNG555		Pistol	Good	$235.00			
Glock	22	40	BDNG557		Pistol	Good	$235.00			
Glock	22	40	BDNG552		Pistol	Good	$235.00			
Glock	22	40	BDNG553		Pistol	Good	$235.00			
Glock	22	40	BDNG561		Pistol	Good	$235.00			
Glock	22	40	BDNG563		Pistol	Good	$235.00			
Glock	22	40	BECY288		Pistol	Good	$235.00			
Glock	22	40	BEKV723		Pistol	Good	$235.00			
Glock	22	40	BFAV865		Pistol	Good	$235.00			
Glock	22	40	BFAV867		Pistol	Good	$235.00			
Glock	22	40	BFAV869		Pistol	Good	235			
Glock	22	40	BGGZ991		Pistol	Good	$235.00			
Glock	22	40	BHAM000		Pistol	Good	$235.00			
Glock	22	40	BKRY255		Pistol	Good	$235.00			
Glock	22	40	BKRY256		Pistol	Good	$235.00			
Glock	22	40	UXF963		Pistol	Good	$235.00			
Glock	22	40	WDH886		Pistol	Good	$235.00			
Glock	22	40	WHX800		Pistol	Good	$235.00			
Glock	22	40	WHX801		Pistol	Good	$235.00			
Glock	22	40	WHX805		Pistol	Good	$235.00			
Glock	22	40	WHX807		Pistol	Good	$235.00			
Glock	22	40	WHX806		Pistol	Good	$235.00			
Glock	22	40	WHX808		Pistol	Good	$235.00			
Glock	22	40	XXV828		Pistol	Good	$235.00			
Glock	22	40	XXV833		Pistol	Good	$235.00			
Glock	22	40	YDN772		Pistol	Good	$235.00			
Glock	22	40	YDN776		Pistol	Good	$235.00			
Glock	22	40	YDN782		Pistol	Good	$235.00			
Glock	22	40	XXV827		Pistol	Good	$235.00			
Glock	22	40	BFFT560		Pistol	Good	$235.00			

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	**4/1/2021**
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 to Clark Equipment Co. DBA Bobcat of NWA for a lease in the amount of $1000 per month on a New Holland B95 Backhoe. This lease is for 24 months and will be a replacement for a Case 580 SN backhoe that was purchased in 2014 and has been plagued with mechanical issues. The cost to finish out the rest of 2021 is $8,000. Please see attached memo.

Estimated Cost	**$8,000.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

MEMO

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN

FROM: BART MAHONY - PUBLIC WORKS MAINTENANCE MANAGER

SUBJECT: BID AWARD TO CLARK EQUIPMENT CO. DBA BOBCAT COMPANY

DATE: 3/31/2021

CC: MIKE BENDER

Staff recommends City Council award IFB-21-13 to Clark Equipment Co. DBA Bobcat of NWA for a 24 month lease on a New Holland B95C Backhoe. This item will replace a 2014 Case 580SN Backhoe that was purchased in August 2014. The city received two bids with Bobcat of NWA being the lowest responsible bid. This is a 2021 budgeted item.

Public Works Maintenance is responsible for the city's cemetery, including but not limited to, opening and closing graves, filling in low areas of graves that have settled, moving/resetting head stones and moving vaults to a gravesite. The reason the department is shifting from purchasing to leasing a backhoe is the mounting repair costs and the down time that sends cemetery staff scrambling to borrow a backhoe from another department causing a burden for that department.

Since 2017, a total of $15,751 has been spent on repairs with down time reaching as high as 12 weeks for some repairs. Because the department staff sometimes only get 24 hours notice for a funeral, it is imperative that cemetery staff have a reliable backhoe.

Thank you for your consideration of this request.

CITY OF BENTONVILLE
BID OPENING TABULATION SHEET
IFB-21-13 24 MONTH LEASE OF ONE (1) NEW CURRENT MODEL YEAR NEW HOLLAND B95C BACKHOE, AS SPECIFIED
TUESDAY, MARCH 16, 2021 @ 2:00 PM

BIDDER NAME	TOTAL BID PRICE
Bobcat of NW Arkansas	$24,000.00 @ $1,000.00/month
Lift Truck Service Center	$53, 407.92 @ $2,225.33/month

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 28, 2021

NOTICE TO BIDDERS

24 MONTH LEASE OF ONE (1) NEW CURRENT MODEL YEAR NEW HOLLAND B95C BACKHOE, AS SPECIFIED

Invitation For Bid (IFB)-21-13

The City of Bentonville, Arkansas is accepting formal, sealed bids for the twenty four month (24 month) lease of one (1) New Current Model Year New Holland B95C Backhoe, as specified, or equivalent item, for the City of Bentonville Public Works Maintenance Department.

Bidders will be required to furnish all lease agreement documents, and all other documents which would require signature in their bid submission for the City's review and use in the evaluation of bids.

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-21-13 held at 2:00pm on Tuesday, March 16, 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.

WWW.BENTONVILLEAR.COM

CITY OF BENTONVILLE, ARKANSAS
Purchasing Office – Administrative Services Building – 2nd Floor
1000 SW 14th Street Bentonville, AR 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: BOBCAT OF NORTHWEST ARK **Phone Number:** 479-621-6001

Business Address (Full Street/City/State/Zip): 2737 W HUDSON RD ROGERS, AR 72756

Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): X **Yes** __ **No**

Name of Contact Person: GARY GREEN **Email:** GGREEN@WILLIAMSTRACTOR.COM

Signature of Authorized Person: [redacted] **Date:** 3/16/21

Printed or Typed Name: GARY GREEN **Title:** SALES

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

Sales or Use Tax ID Number: 46-4363755

Bid Bond Included: ___ **Yes** X **No (only required if specified in this IFB Document)**

[This space has been intentionally left blank]

MULTIPLE BID SUBMISSIONS

Bidders are permitted to submit more than one bid, as long as each Bid Submission is in a separate sealed envelope, with a complete bid packet enclosed, and for a separate make/model of equipment. Multiple bids from any one Bidder, for the same equipment, will not be accepted.

LEASE DOCUMENTS

All Bid Submissions are required to include all lease agreements/documents that would require the signature of the Mayor and/or any City staff member. This requirement includes, but is not limited to the proposed lease agreement, and any documents that would require signature from the City upon delivery. The lease documents should include all applicable provisions set forth in this IFB document.

The City reserves the right to negotiate the apparent winning Bidder's proposed lease agreement terms and conditions, and submit to the Bidder for review. The City reserves the right to reject any Bid Submission, including the apparent low-bid submission, in the event that lease agreement terms and conditions negotiations fail.

At the time of full Contract execution, the City must retain a fully executed copy of the Lease Agreement.

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.

APPLICABLE LAW, JURISDICTION AND VENUE

Interpretation of the awarded Lease/Contract and any disputes arising out of or related to Lease/Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Lease/Contract will be in the District Court of Benton County, Arkansas.

FREEDOM OF INFORMATION ACT (FOIA)

The awarded bidder shall understand that the City is subject to ACA 25-19-105, which makes City records available to citizens of Arkansas, including but not limited to any Lease/Contract and all other work documents furnished by the awarded Bidder to City or City to the awarded Bidder, unless those documents are specifically excluded from Arkansas FOIA laws.

acceptable manner. Only manufacturer approved parts are to be used. No replacement parts shall be affixed and/or no service shall be performed on the equipment that would result in compromising the warranty. In the event that repairs cannot be completed within one (1) City work day, a substitute machine approved by the City will be delivered to the City by the awarded Bidder at no additional cost to the City.

DESIGN

The equipment shall be of commercial design and shall be complete with all of the necessary accessories as described herein. Accessories not specifically mentioned, but necessary to furnish a complete unit ready for use shall also be included. All equipment shall be new and of current production of national firms that manufacture the type of equipment described herein.

LETTER OF AUTHORIZATION

The awarded Bidder must be a manufacturer, or an authorized distributor of the manufacturer of the equipment being proposed to the City. A Letter of Authorization from the manufacturer of the equipment must accompany all bids showing that the Bidder is an authorized distributor or a manufacturer, and that the Bidder is authorized to lease the equipment in Benton County, Arkansas. A letter from the manufacturer, stating the Bidder's authority to distribute, is acceptable.

PATENTS

The awarded Bidder shall protect the City of Bentonville from any damages or liability arising from alleged infringements of patents.

TRAINING

The awarded Bidder will be responsible for the initial training of a minimum of two (2) operators, both of whom shall be City employees, on all aspects of the equipment at a time and location to be determined by the City of Bentonville, and before operation of the equipment by City employees. The training shall consist of, but is not limited to: operation, safety, service intervals, inspecting, proper timing for replacement of parts, cleaning, winter and summer operation instructions, proper preparation for seasonal changes, and general maintenance.

NON-APPROPRIATION OF FUNDS CLAUSE

The awarded Bidder will be required to include a non-appropriation of funds clause, similar to or as specified to the below:

"Notwithstanding any other provision of this Agreement, all obligations of the City of Bentonville under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. The City shall notify the Contractor in writing of any such non-appropriation of funds at the earliest possible date."

"Notwithstanding any other provision of this Agreement, the City of Bentonville shall not be obligated for _____performance hereunder or by any provision of this Agreement during any of the City's future calendar years unless and until the City appropriates funds for this Agreement in the City's Budget for each such future calendar year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as

INVOICING

The awarded Bidder shall submit an invoice to the City, at the remittance address below, monthly for each month's lease payment.

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

Invoices sent on time and to the correct address will be paid within 14 days from receipt of invoice.

PAYMENT TERMS

☑ Net 30 days ☐ Other: _____

[This space has been intentionally left blank]

CITY OF BENTONVILLE, ARKANSAS
Purchasing Office – Administrative Services Building – 2nd Floor
1000 SW 14th Street Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation.

   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.

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.

SPECIFICATIONS

MAKE AND MODEL OF EQUIPMENT BEING PROPOSED

Bidder: Indicate the make and model type of equipment being proposed to the City by placing an "X" in the designated space following the City's pre-determined make and model type.

Backhoe:

City's Requested Equipment: New Current Model Year New Holland B95C Backhoe

__X__AS SPECIFIED (Place an "X" if equipment proposed is as specified by the City)

Other/Equivalent Item_____(Place an "X" if proposing an alternate/equivalent item and provide additional information below)

Equivalent/Alternate Item Proposed (MUST INCLUDE YEAR/MAKE/MODEL):_____

Notes (Optional):_____

WARRANTY

All equipment shall be covered by a 36 (thirty-six) month, or 3,000 (three thousand) hour comprehensive warranty. Bidders must indicate that this requirement is met by answering Yes, No, or Exceeds below:

1) **All *backhoes* shall be covered by a 36 (thirty-six) month, or 3,000 (three thousand) hour comprehensive warranty.**

__X__YES ____NO ____EXCEEDS_____

EQUIPMENT HOURS

The City requests an annual total of **500 hours of operation** for the use of the equipment leased from the awarded Bidder. Bidders shall specify the amount of operating hours being offered to the City for the original lease term and any renewal term of the lease below. Bidders shall also state the per hour overage charge should the City exceed the maximum amount of operating hours in an annual period.

Annual total of operation hours allowed and overage charges, per unit of equipment, for the backhoe:

Number of annual operating hours allotted for unit: 500

Dollar amount per hour for any hours over the above allotted amount: $24.00**per hour**

Notes pertaining to hours or overage charges (optional):_____

CITY OF BENTONVILLE, ARKANSAS
Purchasing Office – Administrative Services Building – 2nd Floor
1000 SW 14th Street Bentonville, AR 72712

BIDDER'S ACKNOWLEDGEMENT OF REQUIRED DOCUMENTS

Bidders are required to verify that the following required documents have been included with their bid submission:

Bid Submittal Documents: Documents required for a complete bid submission. Incomplete bid submissions may be rejected.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete.	GG
All lease agreements or lease documents that would require signature from the City.	GG
Bidder's insurance requirements for the City to lease the equipment.	GG
Letter of Authorization	GG
Addenda	GG

Lake, Whitney

Subject: FW: WT-Williams Tractor authorized NH dealer

From: "WALKER Gary (CNH Industrial)" <Gary.WALKER@newholland.com>
Date: March 16, 2021 at 8:33:14 AM CDT
To: "Williams, Doug" <dwilliams@williamstractor.com>
Subject: WT-Williams Tractor authorized NH dealer

Williams Tractor (WT Holding) is the authorized New Holland Brand Dealer in Benton County Arkansas and has the ability to sell any of New Holland's products, parts and services through their locations in Arkansas (Fayetteville, Rogers, Berryville or Mcgehee) . This includes any type of cash, lease, or low rate financing that is offered on those products with approved credit via CNHi Capital.

NEW HOLLAND AGRICULTURE NEW HOLLAND CONSTRUCTION *let's get it done.*

Brands of CNH Industrial

Gary Walker
Terrority Business Manager
New Holland North America
Mob. 717-951-5696

EQUIPMENT RENTAL AGREEMENT

This AGREEMENT, made and entered into at Bentonville, AR this date of _____,
by and between Bobcat of Northwest Arkansas
of Rogers, AR, hereinafter called LESSOR, and
City of Bentonville of Bentonville, AR, hereinafter called LESSEE;

WITNESSETH: That in consideration of the payments and rentals hereinafter provided for, and of the terms and conditions hereof, the Lessor hereby agrees to lease and does lease to the Lessee, and the Lessee hereby agrees to lease from the Lessor, the following described equipment belonging to the Lessor, to wit:

EQUIPMENT LEASED (Kind of Machine, Make, Model, Serial Number, Description)

MAKE	MODEL	SERIAL NO.	DESCRIPTION
New Holland	B95C		Tractor-Loader-Backhoe--as per City Specifications

Total Value $ 100,000.00

F.O.B. Lessor's place of business, or
Above equipment to be used in City of Bentonville operations operations on City job sites
at or near Bentonville (Town) Benton (County) in the State of Arkansas

TERM OF LEASE: The term of this lease shall be for a period of 24 months, beginning with the date of _____ and terminating the date of
Equipment delivered to Lessee: Date _____ Time _____ a.m.-p.m. Hour meter reading or mileage new
Equipment returned to Lessor: Date _____ Time _____ a.m.-p.m. Hour meter reading or mileage _____

RENTAL RATES AND PAYMENT: The rental rates set forth in this contract do not include sales, use or occupational taxes. If and when such taxes are incurred by law, these amounts shall be added to the rental payments due under this contract.

A. If the equipment is leased on a monthly basis, the Lessee agrees to pay for use of the equipment, rental as follows:
$ 1000.00 payable with order and covering first month's rental, and
the balance payable in advance on the _____ day of each month in equal installments of $ 1000.00 each
commencing with the date of _____

B. If the equipment is leased on an acreage, ton, mileage or any basis other than time, the rate shall be $ _____ per _____. Rental under this lease shall be payable $ _____
with order plus deposit of $ _____, receipt of which is hereby acknowledged by Lessor, and the balance of $ _____
becoming due and payable _____, or upon return of equipment to Lessor's place of business.

C. If this equipment is leased on a quarterly or seasonal basis, the Lessee agrees to pay a total of $ _____ as rental as follows: $ _____ payable with order, receipt of which is hereby acknowledged by Lessor, and the balance payable in _____ installments of $ _____ each due and payable on _____

Rental payments shall be made to Lessor at Lessor's address above set forth except that, if Lessee is notified to do so by Lessor or his assignee, payments shall be made to such assignee.

ADDITIONAL RENT: It is contemplated that the equipment will be operated for not more than n/a hours in any one day, n/a hours in any one week; n/a hours in any one month and Lessee agrees that he will pay additional rental at pro rata the applicable daily, weekly or monthly rate, for each hour the equipment is used in excess of such time. If equipment is leased for more than thirty (30) days, the additional rent for excess hours shall be paid on the first day of the month following such use, which rent shall be credited on the monthly installments of rent due hereunder in the inverse order of their due date.

If there is an hour meter furnished, Lessee agrees to keep it connected to the equipment and in good working condition at all times, and is to be used as the conclusive basis of the number of hours of operation.

PRIVILEGE OR PURCHASE OPTION: Lessee is granted an option to purchase the equipment leased hereunder for the sum of $ _____. This option must be exercised on or before the date of _____ and the balance due paid in cash. Option to purchase shall not be deemed exercised until Lessee's (buyer's) written notification to that effect is received by Lessor (seller). All rentals previously received shall be credited at _____% to apply on the purchase price. This lease must be in good standing before the option can be exercised, and the option is nontransferable.

No alteration or modification of this Lease is valid unless in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof.

ALL TERMS AND CONDITIONS STATED ON THE REVERSE HEREOF ARE A PART OF THIS CONTRACT.

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

BY SIGNING THIS LEASE, LESSEE AGREES TO THE TERMS AND CONDITIONS SET FORTH ON THE FACE AND REVERSE SIDE HEREOF. ANY DIFFERENT OR ADDITIONAL TERMS, WHETHER WRITTEN OR OTHERWISE, ARE HEREBY OBJECTED TO AND SHALL HAVE NO LEGAL FORCE OR APPLICABILITY WHATSOEVER.

SAFETY CERTIFICATION I have read this Equipment Rental Agreement and certify that the information contained herein is true and correct. I certify that at the time of delivery of the leased equipment, I was instructed in the proper and safe operation of the equipment, its safety features and the purposes for which it was designed to be used. I further certify that, at the time of delivery, all applicable safety features of the leased equipment were installed and operational.

LESSEE City of Bentonville
By _____
By _____
Witness _____
Witness _____
Phone No. _____

Date Accepted and Approved _____

LESSOR Bobcat of Northwest Arkansas
By Cory Green [redacted]

BOBAL 526 (REV. 9/99)

Bobcat

Of NWA 479-621-6001

Product Quotation

QuoteNumber :2021
QuoteDate : 3-16-21

NON APPROPRIATION OF FUNDS CLAUSE :

"Notwithstanding any other provision of this Agreement, all obligations of the City of Bentonville under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. The City shall notify the Contractor in writing of any such non-appropriation of funds at the earliest possible date."

"Notwithstanding any other provision of this Agreement, the City of Bentonville shall not be obligated for Lease payment performance hereunder or by any provision of this Agreement during any of the City's future calendar years unless and until the City appropriates funds for this Agreement in the City's Budget for each such future calendar year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as Bentonville Ar.

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance: Purchase Order: _____

Authorized Signature:

Print:_____ **Sign:**_____ **Date:** _____

Thank You for the Opportunity to Earn your Business.!!

Gary Green
Bobcat of NWA
2737 West Hudson Road
Rogers,Ar.72756
479-841-3491 Mobile
[redacted]

Agenda Item Form

Date of City Council Meeting	**4/13/2021**
Department	**Mayor**
Submitted by	**Stephanie Orman**
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):*

Reappointment of Aubrey Patterson as the ex-officio member to the Airport Advisory Board. Mrs. Patterson's term will expire on December 31, 2024.

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

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

No funding required.

April 8, 2021

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Reappointment of Aubrey Patterson to the City of Bentonville's Airport Advisory Board.

I recommend Aubrey Patterson for reappointment as the ex-officio member to the City of Bentonville's Airport Advisory Board. Mrs. Patterson's term will expire on December 31, 2024.

SO

Stephanie Orman

Agenda Item Form

Date of City Council Meeting	**4/13/2021**
Department	**City Council**
Submitted by	**Gayatri Agnew**
Phone	**(479) 310-5458**

Item Type: (*Check All That Apply*)

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

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

Resolution regarding COVID-19 and mitigation measures (proposed by Council Member Agnew).

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

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

RESOLUTION NO. _____

A RESOLUTION REGARDING COVID-19 AND MITIGATION MEASURES

WHEREAS, the City of Bentonville and the world have suffered greatly from the COVID-19 pandemic since its inception in the first quarter of 2020, and

WHEREAS, citizens of the City of Bentonville have participated in measures established by the US-CDC and the ADH to mitigate the spread of the virus, specifically the practices of social distancing, masking, and frequent washing or sanitation of one's hand, and

WHEREAS, the COVID-19 pandemic has resulted in millions of deaths, including more than 3,500 in the State of Arkansas, and

WHEREAS, recent efforts with regard to development and distribution of vaccines against COVID-19 have begun to move the world toward the beginning of the end of the pandemic, and

WHEREAS, despite the hard-won progress earned by the development and distribution of the vaccines, COVID-19 remains a danger to citizens of the City of Bentonville, and

WHEREAS, the continued application of COVID-19 mitigation measures will protect the citizens of the City of Bentonville and assist with controlling the dangers of COVID-19 for the long term, and

WHEREAS, the City Council has determined it would be appropriate to make these recommendations to the residents of Bentonville and those that are not residents but come to Bentonville to work or enjoy its many amenities,

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

1. That to continue to protect themselves as well as the public as a whole from COVID-19, the City of Bentonville encourages all its residents, as well as those that are not

residents but come to Bentonville for work or otherwise, to give their strong consideration to taking one of the COVID-19 vaccines approved by the CDC at the earliest possible date.

2. That to continue to protect themselves as well as the public as a whole from COVID-19, the City of Bentonville encourages all its residents, as well as those that are not residents but come to Bentonville for work or otherwise, to continue to regularly practice mitigation measures as recommended by the CDC and the ADH, specifically to socially distance themselves from other people when in public, to wear a mask in public, particularly when social distancing is not possible, and to wash or sanitize their hands regularly.

3. That the City of Bentonville reminds its residents, as well as those that are not residents but come to Bentonville for work or otherwise, that businesses and other private property owners have the authority to make decisions about what COVID mitigation measures are required on their property, including specifically whether the requirement of a mask will apply, and encourages residents to respect those decisions by either conforming or by leaving the property. While no mask mandate is being made for the Bentonville Police Department to enforce, the Department will be prepared to support property owners where required in exercising control over their property.

PASSED AND APPROVED, this _____ day of April, 2021.

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk