Revised Agenda: Adding Items 21a and 21b.

BENTONVILLE CITY COUNCIL AGENDA

Note – Due to health concerns related to COVID-19, some of all of the members of the City Council, as well as City staff members, may attend this meeting by phone or other remote means. Those who attend should observe the CDC recommendations concerning hygiene, the use of masks or other facial coverings, and social distancing (keeping at least 6 feet away from other persons present at the meeting). No one should attend this meeting if they are experiencing any type of illness involving a fever, sneezing or coughing, or shortness of breath. Those attending the meeting in person may be screened before being allowed to enter by having their temperature taken and by being asked a series of questions focusing on possible exposure to COVID-19. Those wishing to make public comments who cannot or do not want to attend the meeting may do so by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting and those comments will be communicated to the members of the Council and the Mayor. Accommodation has also been made to allow Bentonville citizens to make "live" public comments orally in the event they cannot or do not feel comfortable attending the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

Regular City Council Meeting — **Tuesday, April 27, 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 27, 2021:**
https://us02web.zoom.us/webinar/register/WN_4jpnawpUT8WsuqN__6hptg

Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: April 13, 2021

AGENDA

1. Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Police Lieutenant Michael Martin on his retirement from the City of Bentonville Police Department, effective April 30th, 2021. This resolution recognizes Michael Martin for than 24 years of dedicated and decorated service to the Bentonville Police Department. This resolution also wishes Michael Martin much health, happiness, and continued success in all of his future endeavors. See attached resolution. **(Pages 7-10)**

2. Electric System Master Plan Presentation – Travis Matlock, Engineering Director. **(Page 11)**

3. Planning:

3a. **Resolution to adopt the Future Land Use Map and Zoning District alignment policy.** **(Pages 14-27)**

The Planning Commission voted 7-0, recommending approval.

The proposed resolutions and amendments will help bridge the gap between the Community Plan and development regulations in an effort to better implement the Community Plan. It implements strategy A1 on pg. 182 – Amend zoning ordinance and map to reflect the recommendations of the Community Plan's Land Use Plan and establish development review and approval procedures that streamline and improve the infill development process.

3b. **Resolution to amend the Future Land Use Map to update it based on rezonings that have occurred since it was adopted in 2018.** **(Pages 14-27)**

The Planning Commission voted 7-0, recommending approval.

The proposed resolutions and amendments will help bridge the gap between the Community Plan and development regulations in an effort to better implement the Community Plan. It implements strategy A1 on pg. 182 – Amend zoning ordinance and map to reflect the recommendations of the Community Plan's Land Use Plan and establish development review and approval procedures that streamline and improve the infill development process.

3c. **Ordinance requiring a Future Land Use Map amendment when a rezoning is inconsistent with the Future land Use Map.** **(Pages 14-27)**

The Planning Commission voted 7-0, recommending approval.

The proposed resolutions and amendments will help bridge the gap between the Community Plan and development regulations in an effort to better implement the Community Plan. It implements strategy A1 on pg. 182 – Amend zoning ordinance and map to reflect the recommendations of the Community Plan's Land Use Plan and establish development review and approval procedures that streamline and improve the infill development process.

3d. **Ordinance amendment removing DC and DE Street Standards.**

(Pages 28-35)

The Planning Commission voted 7-0, recommending approval.

The Community Plan recommends addressing the infill of sidewalks in and around the downtown area (pg. 86). This amendment allows the Master Street Plan to serve as the primary guide for sidewalk improvements in the downtown area. It also results in more consistent application of the requirements throughout downtown, being based on the street classifications of the Master Street Plan instead of by zoning district.

3e. **Property Line Adjustment: Lots 11 and 12, Osage Hills Subdivision, WM 63 RE 1, LLC and Bentonville Housing Partners, LLP, Brookside Road and Ginn Road, R-1, Single-Family Residential and R-2, Duplex and Patio Home Residential.**

(Pages 37-41)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 6 and 7 of Osage Hills Subdivision, creating new Lots 11 (+/- 33.41 acres) and 12 (+/- 195.2 acres). The plat transfers a portion of property from existing Lot 7 to Lot 6. The plat dedicates a 20-foot utility easement to provide sewer service to the lots.

3f. **Lot Split: Lots 14 and 15, Bentonville Plaza Addition, Bentonville Plaza Partners, LLC, 609 SW 8th Street, C-3, Mixed-Use Commercial.**

(Pages 42-44)

The Planning Commission voted 7-0, recommending approval.

A lot split of Bentonville Plaza Addition Lot 11 creating new Lot 14, (+/- 1.84 acres) and Lot 15 (+/- 3.44 acres) of Bentonville Plaza Addition. The plat dedicates various utility and access easements to serve the new lots.

3g. **Lot Split: Lot 28, Huffman's Addition, Stratford Assets, LLC, 502 NW 3rd Street, DN-1, Downtown Low-Density Residential.**

(Pages 45-47)

The Planning Commission voted 7-0, recommending approval.

A Lot Split of a part of Lot 1 of Huffman's Addition, creating new Lot 28 (+/- .26 acres). The plat dedicates right-of-way along NW 3rd Street and Lefors Street to meet the requirements of the Master Street Plan. The plat dedicates five-feet of utility easement along all street frontages.

4. Appointment of Allyson Esposito to fill the vacancy in Position 5 on the Public Art Advisory Committee (PAAC). The position was vacated by Allison Glenn who relocated outside of Bentonville. Ms. Esposito has 15 years of experience in the field of art and is the Executive Director of the Creative Arkansas Community Hub & Exchange (CACHE). Her first term, completing the unfulfilled term of Position 5, will expire on Oct. 31, 2023. **(Pages 48-54)**

5. Appointment of Kaitlin Garcia-Maestas to fill the vacancy in Position 6 on the Public Art Advisory Committee (PAAC). The position was vacated by Lauren Haynes who is relocating outside of Bentonville. Ms. Garcia-Maestas is a curator at The Momentary who has been involved in over a dozen large-scale public art projects. Her first term, completing the unfulfilled term of Position 6, will expire on Oct. 31, 2023. **(Pages 55-59)**

6. Utility Board:

6a. Bid award for the On-Call overhead electric construction services to BBC Electrical Services, Inc. per the attached bid tab. Approved by the Utility Board 5-0. **(Pages 60-78)**

6b. Resolution authorizing the Mayor and City Clerk to enter into an agreement with SWEPCO to modify the Delivery Point Agreement for the Substation E expansion associated with the WMT Campus electric improvement. Approved by the Utility Board 5-0. **(Pages 79-106)**

6c. Resolution authorizing the Mayor and City Clerk to enter into an agreement with SWEPCO to modify the Delivery Point Agreement for the Point of Delivery #6 (B Sub and H Sub) relocation associated with the WMT Campus electric improvement. Approved by the Utility Board 5-0. **(Pages 107-135)**

6d. Ordinance requesting City Council approve the addition of two (2) new positions to the Electric Department Pay Plan - Assistant Electric Engineering Manager (Grade 96A and Electric Department Development Coordinator (Grade 95A) to support the growth of the Electric Department's Electric Engineering section. There is no additional headcount associated with this change. Approved by Utility Board 5-0. **(Pages 136-139)**

7. The initial resolution previously passed included the incorrect entity name for Republic Services. This resolution corrects the name. Staff recommends approval of the sanitation contract extension with Republic Services. Originally approved by both the Utility Board and City Council. **(Pages 140-142)**

8. Public hearing and ordinance vacating Street Right of Way requested for multiple parcels along SE P Street between SE 5th Street and SE 8th Street (VAC21-0005). **(Pages 143-146)**

9. Resolution setting a public hearing for May 11, 2021 for a Utility Easement Vacation requested for 705 SE Yale Street of College Place Subdivision (VAC21-0006). **(Pages 147-150)**

10. Resolution approval requested by Chuck Chadwick, Airport Manager, for the City of Bentonville's application for a FY 2021 grant for the design of the Runway Widening project. This grant is for design only and is in the total amount of $166,850.00 and, if awarded, will be for 100% of the cost of the design project. $150,165.00 will be paid through a FAA Airport Improvement Project Grant and the balance, $16,850.00 will be paid by funds authorized by the American Rescue Plan Act of 2021. This design will be for a ten (10) foot widening of the existing paved runway 18/36. **(Pages 151-153)**

11. Bid award #IFB-21-05 to Luttrell Enterprises for mowing at the City of Bentonville Municipal Airport. The contract is for a one year term, renewable annually upon agreement and budget approval for a total maximum term of three years. Please see attached memo. **(Pages 154-206)**

12. Reconciliation change order for the 2020 Street Cut contract. The final project cost is $82,456.30 less than the currently contracted amount of $235,060.00. The final contract amount is $152,603.70. **(Pages 207-210)**

13a. An ordinance requesting a Waiver of Bid and is related to a Budget Adjustment request. This is a two part item to allow for the approval of a New Animal Services Agreement (see attached contract and procedural addendum) with the City of Centerton and also make funding available to continue our current animal shelter services for the remainder of 2021. This 18 month contract will allow for uninterrupted animal services while the City of Bentonville Animal Shelter is being constructed brought into operation. The Waiver of Bid will continue the good working relationship we currently have with the City of Centerton and it will allow us to meet a tight timeline and also fulfill animal sheltering needs in a manner that is unavailable from any other provider. It should be noted that the per animal fee ($100.00 per animal) is specified within the police department's 2021 Budget. However, the monthly service fee of $8,333.00, as stated in the 2018 agreement, was not budgeted for 2021 and has now been revised in the new Animal Services Contract to a lower cost of $7,000.00 per month. The current agreement with the City of Centerton was for 3 years and expires May 1, 2021. The Budget Adjustment will be in the amount of $56,000.00 in order to complete the remaining 8 months of this year. **(Pages 211-216)**

13b. This is a request for a Budget Adjustment and is related to a Waiver of Bid Request. This is a two part item to allow for the approval of a New Animal Services Agreement (see attached contract and procedural addendum) with the City of Centerton and also make funding available to continue our current animal shelter services for the remainder of 2021. This 18 month contract will allow for uninterrupted animal services while the City of Bentonville Animal Shelter is being constructed brought into operation. The Waiver of Bid will continue the good working relationship we currently have with the City of Centerton and it will allow us to meet a tight timeline and also fulfill animal sheltering needs in a manner that is unavailable from any other provider. It should be noted that the per animal fee ($100.00 per animal) is specified within the police department's 2021 Budget. However, the monthly service fee of $8,333.00, as stated in the 2018 agreement, was not budgeted for 2021 and has now been revised in the new Animal Services Contract to a lower cost of $7,000.00 per month. The current agreement with the City of Centerton was for 3 years and expires May 1, 2021. The Budget Adjustment will be in the amount of $56,000.00 in order to complete the remaining 8 months of this year. **(Pages 217-218)**

14. Resolution authorizing the Mayor to accept a donation from the Ray and Betty Mattingly Living Trust, in the amount of $100,000.00, with a pledge of a future donation of $400,000.00. **(Pages 219-221)**

15. A proclamation recognizing National Therapy Animal Day and acknowledging the contributions therapy animals and their human companions bring to help comfort and heal those in need. **(Pages 222-223)**

16. Bid Award to Mid America Golf and Landscape, Inc. DBA Mid America Sports Construction through the participation in the Sourcewell Cooperative (Co-Op) Contract, 060518-AST for field renovations at Merchants Park for a total amount not to exceed $287,014.00. The field renovation work will include re-surfacing and grading of existing ballfield infields, per the attached Proposal. Use of a Co-Op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of the 060518-AST contract, determining that the solicitation was in line with both Arkansas State Statute and City Purchasing procedures. This is a budgeted item in the 2021 Budget. **(Pages 224-227)**

17. Bid Award to Superior Auto Group for a 2021 Chevrolet Tahoe SSV with necessary upfitting. Invitation to bid IBF-21-24. **(Pages 228-248)**

18a. Bid Award to Banner Fire Equipment Inc. for the purchase of one E-One Fire Apparatus (Truck 2 Replacement) through participation in the HGAC Cooperative (Co-op) contract, FS 12-19 JA15. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of FS 12-19 JA15, determining that the solicitation was in line with both Arkansas State Statute. **(Pages 249-251)**

18b. Ordinance approving a waiver of bid for unpublished items on the new aerial fire truck. These items total $110,590.00 or 6% of the total cost of the truck, and need to be installed while the fire truck is in production. **(Pages 252-257)**

19a. Resolution authorizing the Mayor and City Clerk to enter in to a land acquisition contract to purchase 2.2 +/- acres from Helping Hands for the Bentonville Fire Department Training facility. Cost of the land is $380,000.00, plus $20,000.00 to have the land surveyed and closing cost. **(Pages 258-270)**

19b. Budget Adjustment in the amount of $400,000.00 to purchase 2.2 +/- acres from Helping Hands for the construction of the fire training facility. **(Pages 271-272)**

20. Motion to select Crews and Associates/Raymond James as Underwriters in relation to the bond issues associated to the 2021 Bond Election. **(Pages 273-274)**

21a. Ordinance requested by Staff for City Council approval waiving the requirement of competitive bidding for an emergency repair on the City's 48-inch water transmission main. This contract will be a time and material construction agreement with Garney Construction for the emergency repair. The estimated cost for Garney Construction's portion of the repair is $175,000.00. This is not a budgeted item and will require a budget adjustment. Costs associated with this agreement will be covered by Water Utilities Reserves. **(Pages 275-298)**

21b. Budget Adjustment requested by Staff for City Council approval in the amount of $175,000.00 to cover costs associated with the emergency repair contract with Garney Construction. **(Pages 299-300)**

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Police Department**
Submitted by	**Jon Simpson**
Phone	**(479) 271-3173**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award
Recommendation/Suggested Action *(Enter recommendation in space below)*:					
Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Police Lieutenant Michael Martin on his retirement from the City of Bentonville Police Department, effective April 30th, 2021. This resolution recognizes Michael Martin for than 24 years of dedicated and decorated service to the Bentonville Police Department. This resolution also wishes Michael Martin much health, happiness, and continued success in all of his future endeavors. See attached resolution.					

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

City of Bentonville, State of Arkansas

Resolution_____

Lieutenant Michael Monroe Martin;

Was born in Springhill, Louisiana and graduated from Sarepta High School in Sarepta, Louisiana in May 1976; and

Whereas, Lieutenant Michael Martin joined the United States Air Force as a Security Police Officer-serving from July 1976 to October 1993, earning an Associate in Applied Science Degree from the Community College of the Air Force in June 1992, holding numerous leadership roles in his military career to include that of a Master Sergeant and Professional Military Instructor at the NCO Academy, and receiving multiple personal and unit decorations and awards; and

Whereas, Lieutenant Michael Martin began his 27 year Law Enforcement career in January 1994 as a Patrol Officer with the Monticello Police Department in Monticello, Arkansas; and

Whereas, Lieutenant Michael Martin joined the Bentonville Police Department in December 1996 as a Patrol Officer where his leadership qualities were quickly recognized and he earned a promotion in May 2000 to the position of Shift Supervisor, and he continued to participate in various specialty assignments, serving as one of the first precision rifleman for the Special Response Team; and

Whereas, Lieutenant Michael Martin, earned a Bachelor's Degree in Organizational Management from John Brown University in December 2001, and was later promoted once again to the position of Shift Commander in January 2004; and

Whereas, Lieutenant Michael Martin, in his capacity as Shift Commander developed and guided the department's new officer Field Training Program to help ensure quality policing in our city, and also founded and organized the first Bentonville Police Department Honor Guard positively representing the City of Bentonville, the police department, and law enforcement, in numerous community events; and

Whereas, Lieutenant Michael Martin, in August 2019, began his current assignment as the Lieutenant of the Operations Division, a division that oversees multiple specialty groups within the department, to include Traffic, Warrants, School Resource, Animal Services, K9's Teams, and the Training Division; and

Whereas, Lieutenant Michael Martin, as a Shift Commander of the Operations Division of the Bentonville Police Department, has continued to faithfully serve, with the present rank of Lieutenant, until his retirement; and

Whereas, Lieutenant Michael Martin, through his countless duties, accomplishments, and innovative ideas, has delivered to the Bentonville Police Department and the citizens of Bentonville an unparalleled level of professionalism and service; and

Now therefore, be it resolved that by the adoption of this resolution, the City Council of Bentonville, hereby commends and congratulates Lieutenant Michael Martin for his 45 years of dedicated public service to his country and to his community, both military and law enforcement duty, to include his 24 years of service to the Bentonville Police Department and the citizens of Bentonville, and wishes him health, happiness, and continued success in all his future endeavors.

Given this day 27th day of April, 2021, in Bentonville, in the Great State of Arkansas, in the United States of America.

_____

Stephanie Orman, Mayor

_____

Kirby Romines, City Clerk

City of Bentonville
State of Arkansas

RESOLUTION

LIEUTENANT

Michael Monroe Martin

WAS BORN IN SPRINGHILL, LOUISIANA AND GRADUATED FROM SAREPTA HIGH SCHOOL IN SAREPTA, LOUISIANA IN MAY 1976; AND

WHEREAS, LIEUTENANT MICHAEL MARTIN JOINED THE UNITED STATES AIR FORCE AS A SECURITY POLICE OFFICER SERVING FROM JULY 1976 TO OCTOBER 1993, EARNING AN ASSOCIATE IN APPLIED SCIENCE DEGREE FROM THE COMMUNITY COLLEGE OF THE AIR FORCE IN JUNE 1992, HOLDING NUMEROUS LEADERSHIP ROLES IN HIS MILITARY CAREER TO INCLUDE THAT OF A MASTER SERGEANT AND PROFESSIONAL MILITARY INSTRUCTOR AT THE NCO ACADEMY, AND RECEIVING MULTIPLE PERSONAL AND UNIT DECORATIONS AND AWARDS; AND

WHEREAS, LIEUTENANT MICHAEL MARTIN BEGAN HIS 27 YEAR LAW ENFORCEMENT CAREER IN JANUARY 1994 AS A PATROL OFFICER WITH THE MONTICELLO POLICE DEPARTMENT IN MONTICELLO, ARKANSAS; AND

WHEREAS, LIEUTENANT MICHAEL MARTIN JOINED THE BENTONVILLE POLICE DEPARTMENT IN DECEMBER 1996 AS A PATROL OFFICER WHERE HIS LEADERSHIP QUALITIES WERE QUICKLY RECOGNIZED AND HE EARNED A PROMOTION IN MAY 2000 TO THE POSITION OF SHIFT SUPERVISOR, AND HE CONTINUED TO PARTICIPATE IN VARIOUS SPECIALTY ASSIGNMENTS, SERVING AS ONE OF THE FIRST PRECISION RIFLEMAN FOR THE SPECIAL RESPONSE TEAM; AND

WHEREAS, LIEUTENANT MICHAEL MARTIN, EARNED A BACHELOR'S DEGREE IN ORGANIZATIONAL MANAGEMENT FROM JOHN BROWN UNIVERSITY IN DECEMBER 2001, AND WAS LATER PROMOTED ONCE AGAIN TO THE POSITION OF SHIFT COMMANDER IN JANUARY 2004; AND

WHEREAS, LIEUTENANT MICHAEL MARTIN, IN HIS CAPACITY AS SHIFT COMMANDER DEVELOPED AND GUIDED THE DEPARTMENT'S NEW OFFICER FIELD TRAINING PROGRAM TO HELP ENSURE QUALITY POLICING IN OUR CITY, AND ALSO FOUNDED AND ORGANIZED THE FIRST BENTONVILLE POLICE DEPARTMENT HONOR GUARD POSITIVELY REPRESENTING THE CITY OF BENTONVILLE, THE POLICE DEPARTMENT, AND LAW ENFORCEMENT, IN NUMEROUS COMMUNITY EVENTS; AND

WHEREAS, LIEUTENANT MICHAEL MARTIN, IN AUGUST 2019, BEGAN HIS CURRENT ASSIGNMENT AS THE LIEUTENANT OF THE OPERATIONS DIVISION, A DIVISION THAT OVERSEES MULTIPLE SPECIALTY GROUPS WITHIN THE DEPARTMENT, TO INCLUDE TRAFFIC, WARRANTS, SCHOOL RESOURCE, ANIMAL SERVICES, K9'S TEAMS, AND THE TRAINING DIVISION; AND

WHEREAS, LIEUTENANT MICHAEL MARTIN, AS A SHIFT COMMANDER OF THE OPERATIONS DIVISION OF THE BENTONVILLE POLICE DEPARTMENT, HAS CONTINUED TO FAITHFULLY SERVE, WITH THE PRESENT RANK OF LIEUTENANT, UNTIL HIS RETIREMENT; AND

WHEREAS, LIEUTENANT MICHAEL MARTIN, THROUGH HIS COUNTLESS DUTIES, ACCOMPLISHMENTS, AND INNOVATIVE IDEAS, HAS DELIVERED TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE AN UNPARALLELED LEVEL OF PROFESSIONALISM AND SERVICE; AND

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF BENTONVILLE, HEREBY COMMENDS AND CONGRATULATES LIEUTENANT MICHAEL MARTIN FOR HIS 45 YEARS OF DEDICATED PUBLIC SERVICE TO HIS COUNTRY AND TO HIS COMMUNITY, BOTH MILITARY AND LAW ENFORCEMENT DUTY, TO INCLUDE HIS 24 YEARS OF SERVICE TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE, AND WISHES HIM HEALTH, HAPPINESS, AND CONTINUED SUCCESS IN ALL HIS FUTURE ENDEAVORS.

GIVEN THIS day 27th day of April, 2021, in Bentonville, in the Great State of Arkansas, in the United States of America.

[redacted]

Stephanie Orman, Mayor

[redacted]

Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Electric**
Submitted by	**Travis Matlock**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☑ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

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

Electric System Master Plan Presentation.

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

a. Resolution to adopt the Future Land Use Map and Zoning District alignment policy.

The Planning Commission voted 7-0, recommending approval.

The proposed resolutions and amendments will help bridge the gap between the Community Plan and development regulations in an effort to better implement the Community Plan. It implements strategy A1 on pg. 182 – Amend zoning ordinance and map to reflect the recommendations of the Community Plan's Land Use Plan and establish development review and approval procedures that streamline and improve the infill development process.

b. Resolution to amend the Future Land Use Map to update it based on rezonings that have occurred since it was adopted in 2018.

The Planning Commission voted 7-0, recommending approval.

The proposed resolutions and amendments will help bridge the gap between the Community Plan and development regulations in an effort to better implement the Community Plan. It implements strategy A1 on pg. 182 – Amend zoning ordinance and map to reflect the recommendations of the Community Plan's Land Use Plan and establish development review and approval procedures that streamline and improve the infill development process.

c. Ordinance requiring a Future Land Use Map amendment when a rezoning is inconsistent with the Future land Use Map.

The Planning Commission voted 7-0, recommending approval.

The proposed resolutions and amendments will help bridge the gap between the Community Plan and development regulations in an effort to better implement the Community Plan. It implements strategy A1 on pg. 182 – Amend zoning ordinance and map to reflect the recommendations of the Community Plan's Land Use Plan and establish development review and approval procedures that streamline and improve the infill development process.

d. Ordinance amendment removing DC and DE Street Standards.

The Planning Commission voted 7-0, recommending approval.

The Community Plan recommends addressing the infill of sidewalks in and around the downtown area (pg. 86). This amendment allows the Master Street Plan to serve as the primary guide for sidewalk improvements in the downtown area. It also results in more consistent application of the requirements throughout downtown, being based on the street classifications of the Master Street Plan instead of by zoning district.

e. Property Line Adjustment: Lots 11 and 12, Osage Hills Subdivision, WM 63 RE 1, LLC and Bentonville Housing Partners, LLP, Brookside Road and Ginn Road, R-1, Single-Family Residential and R-2, Duplex and Patio Home Residential.

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A property line adjustment of Lots 6 and 7 of Osage Hills Subdivision, creating new Lots 11 (+/- 33.41 acres) and 12 (+/- 195.2 acres). The plat transfers a portion of property from existing Lot 7 to Lot 6. The plat dedicates a 20-foot utility easement to provide sewer service to the lots.

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The Planning Commission voted 7-0, recommending approval.

A lot split of Bentonville Plaza Addition Lot 11 creating new Lot 14, (+/- 1.84 acres) and Lot 15 (+/- 3.44 acres) of Bentonville Plaza Addition. The plat dedicates various utility and access easements to serve the new lots.

g. Lot Split: Lot 28, Huffman's Addition, Stratford Assets, LLC, 502 NW 3rd Street, DN-1, Downtown Low-Density Residential.

The Planning Commission voted 7-0, recommending approval.

A Lot Split of a part of Lot 1 of Huffman's Addition, creating new Lot 28 (+/- .26 acres). The plat dedicates right-of-way along NW 3rd Street and Lefors Street to meet the requirements of the Master Street Plan. The plat dedicates five-feet of utility easement along all street frontages.

Alignment of Future Land Use Map and Zoning Districts

PC Date: 4/20/2021

Reviewer: Shelli Kerr, AICP, Comprehensive Planning Manager & Tyler Overstreet, Planning Services Manager, AICP

Type	Resolutions and Amending Ordinance
Code Impacted	Zoning Code
Section(s)	Sec. 301.08 Zoning Amendments (rezoning)

Issues

The Code Diagnostic completed by Jim von Tungeln makes several suggestions regarding the relationship between zoning districts and Future Land Use classifications.

- Establish a clear process for dealing with rezone requests that do not match the city's plans.
- Create a "growth sector" overlay or, alternatively, a "transect overlay" to identify areas of transition from urban core to low-intensity residential.
- Revise zoning districts to be more in-line with plan proposals.

These recommendations, combined with the following issues, suggest a need to improve alignment between the Zoning Code and the Future Land Use Plan and Map.

1. The Future Land Use Plan land use categories do not clearly align with the city's zoning districts. Guidance is needed on how to apply the Future Land Use Plan in making rezoning decisions.
2. Planning Commission and City Council have approved numerous rezoning requests that are inconsistent with the recommendations of the Future Land Use Map; making the Future Land Use map outdated.
3. The city does not have a streamlined process for keeping the Future Land Use Map current.

Background

When the Future Land Use Map was adopted in 2007, it came with a table identifying the zoning districts recommended for each land use classifications. Then, the new Future Land Use Map was adopted in 2018 and did not provide such a table. This has left planning staff and Planning Commission without proper guidance on how to apply the Future Land Use Map when considering rezoning requests.

Since the new Future Land Use Map was adopted in 2018, Planning Commission and City Council have approved a total of 156 rezoning requests (See All Rezoning Projects by Land Use). Of those, 64 are proposed for General Plan Amendments due to incompatibility with the Future Land Use Map (See Recommended Land Use Amendments).

Interestingly, 27 of the 64 (42%) proposed amendments currently have a Land Use Classification of Agricultural or Residential Estate. Both of these classifications, according to the plan, are meant to serve as placeholders until there is adequate access to city utilities (p.50). This is reflected in the Future Land Use Map and Zoning District alignment policy, where the Agriculture and Residential Estate Zoning Districts are only supported in the Edge Growth Priority Area.

Highlighted items on the Recommended Land Use Amendments Table are those that staff does not recommend a Land Use Amendment, despite potential support from the policy. The reasoning behind these recommendations are summarized below in Table 1.

Table 1: Areas Without Recommended Land Use Changes

Project	PC Notes	PC Date	Land Use Designation	Current Zoning	Recommended Land Use	Notes
RZ19-0006	403 NW 6TH ST RZ R-1 TO DN-1	4/2/2019	Medium Density Residential	DN-1	Medium-Density Residential	The surrounding area is designated as Medium-Density Residential. One property should not have a different Land Use.
RZ19-0026	A-1 to C-2	8/20/2019	Office	C-2	Office	C-2, General Commercial is a secondary choice for Office areas.
RZ19-0049	B'VILLE ACADEMY OF MUSIC RZ RC-2 TO DN-4	1/21/2020	Downtown Commercial	DN-4	Downtown Commercial	DN-4 is a secondary choice for Downtown Commercial Areas.
RZ20-0001	PUMP STATION RZ R-Z TO DN-3	2/18/2020	Public / Semi-Public	DN-3	Medium-Density Residential	Although DN-3 is a higher density than suggested for Medium-Density areas, it would not make sense to amend this area to High-Density Residential
RZ20-0034	408 SE D ST RZ R-1 TO DN-2	8/18/2020	High Density Residential	DN-2	High-Density Residential	While DN-3 may have been supported, the applicant could accomplish their development within DN-2. It would not make sense to lower the recommended density because an applicant chose not to pursue the highest use.
RZ20-0042	ML, RES, LLC RZ R-1 TO DN-2	10/6/2020	High Density Residential	DN-2	High-Density Residential	See above reasoning.
RZ20-0056	LOT 10 CRYSTAL BRIDGES RZ A-1 TO C-3	12/1/2020	Public / Semi-Public	C-3	Public/Semi-Public	The current and future use of the property (Crystal Bridges) makes sense in the semi-public land use category.
RZ20-0074	CRYSTAL BRIDGES RZ A-1 TO C-3	3/2/2021	Public / Semi-Public	C-3	Public/Semi-Public	The current and future use of the property (Crystal Bridges) makes sense in the semi-public land use category.
RZ21-0017	ORCHARDS ADD LOT 1 BLK H RZ R1 TO DE	3/16/2021	High Density Residential	DE	High-Density Residential	DE is a secondary choice in High-Density Residential areas. This property would not make sense as Downtown Commercial.

Relationship to the Community Plan

The proposed resolutions and amendments will help bridge the gap between the Community Plan and development regulations in an effort to better implement the Community Plan. It implements strategy A1 on pg. 182 – *Amend zoning ordinance and map to reflect the recommendations of the Community Plan's Land Use Plan and establish development review and approval procedures that streamline and improve the infill development process.*

Proposed Changes

Staff recommends the following:

1) A resolution adopting a Future Land Use Map and Zoning District alignment policy.
2) A resolution to amend the Future Land Use Map to update it based on rezonings that have occurred since it was adopted in 2018.
3) An ordinance requiring a Future Land Use Map amendment when a rezoning is inconsistent with the Future Land Use Map. The goal is to keep the Future Land Use Map current with zoning activity.

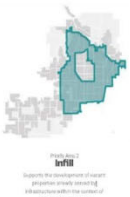
ATTACHMENT A

Future Land Use Map and Zoning Districts Alignment Policy

This document establishes the policy for reviewing rezoning requests in the City of Bentonville. All rezoning requests should be reviewed according to the following criteria:

1. Consistency with the Future Land Use Plan.
2. Consistency with the vision and policies of the Community Plan.
3. Relationship and effect on the land use and zoning of the surrounding area.
4. Compatibility with recent development activity in the surrounding area.

The table below provides guidance for the first criteria above to support implementation of the Community Plan. It recommends the most appropriate zoning districts for each land use category in the Future Land Use Plan. The district listed first is the most compatible.

Land Use Classification	Priority Area 1: Downtown Intensification	 Priority Area 2: Infill	Priority Area 3: Edge Growth
Agriculture	--	--	A-1
Residential Estate	--	--	R-E
Low-Density Residential	DN-1 / PRD	R-1 / PRD	R-1 / PRD / RMH
Medium-Density Residential	DN-2 / RC-2 / PRD	R-2 / R-3 / R-ZL / PRD / RO	R-2 / R-3 / R-ZL / PRD / RO
High Density Residential	DN-3 / DN-4 / RC-3 / PRD	R-4 / R-3 / PRD	R-4 / R-3 / PRD
Mixed-Use Commercial	DC / DN-4 / PUD	C-3 / PUD	C-3 / PUD
General Commercial	C-1[1] / C-2 / PUD	C-1 / C-2	C-1 / C-2
Downtown Commercial	DC / DE / DN-4 / PUD	--	--
Office	DC / DE / R-O	R-O / C-1 / C-2	R-O / C-1
Light Industrial	--	I-1	I-1
Heavy Industrial	--	--	I-2
Utility/Transportation	--	I-1	I-1 / I-2
Public/Semi-Public	Review for compatibility on a cases-by-case basis and should not be required to submit a Future Land Use map amendment until corresponding districts for these classifications are adopted.		
Parks			
Open Space			

[1]Only fronting N. Walton Blvd., SW 14th St. or NW J St.

Disclaimer: This policy has been adopted by resolution. It does not have the weight of law. It is provided as a decision making tool in implementation of the Future Land Use Map of the Community Plan and does not guarantee approval of any rezoning request.

Recommended Land Use Amendments

PROJECT	PCNOTES	PCDATE	LAND USE DESIGNATION	CURRENT ZONING	RECOMMENDED LAND USE
PRD18-0003	BENTONVILLE NORTH VILLAGE	7/3/2018	Residential Estate	PRD	Medium-Density Residential
RZ18-0029	9801 GASTON RD RZ A-1 TO R-E	10/16/2018	Agriculture	R-E	Residential Estate
RZ18-0030	SIMON 206 SE B ST RZ R-1 TO D-E	10/16/2018	High Density Residential	D-E	Downtown Commercial
RZ18-0031	5036 SW Shell Rd Rezone A-1 to R-1	11/6/2018	Residential Estate	R-1	Low-Density Residential
PRD18-0004	Aurora Partners, LLC.	12/4/2018	Agriculture	PRD	Low-Density Residential
RZ18-0036	R-1 to DN-2	1/15/2019	Open Space	PRD	Medium-Density Residential
RZ18-0039	HARBIN POINTE ADD PH-2 LOTS 3-4	2/5/2019	Residential Estate	R-3	Medium-Density Residential
RZ19-0003	PARNELL LOT 10 VINTAGE ESTATE PUD TO R-O	3/19/2019	Medium Density Residential	R-O	Office
RZ19-0006	403 NW 6TH ST RZ R-1 TO DN-1	4/2/2019	Medium Density Residential	DN-1	Medium-Density Residential
RZ19-0007	SS PROPERTIES RZ A-1 & PUD TO C-2	4/2/2019	General Commercial	R-3	High-Density Residential
RZ19-0008	SEWELL FAMILY DEV RZ A-1 TO R-1	4/2/2019		R-1	Low-Density Residential
RZ19-0010	YOUNGS ADD LOTS 5,9 & 10 BLK 4 RZ R-1 TO DN-4	5/7/2019	Low Density Residential	DN-4	High-Density Residential
RZ19-0011	301 SW 4TH ST RZ R-Z TO DN	5/7/2019	Medium Density Residential	D-E	Downtown Commercial
RZ19-0012	C-1 to C-2 2902 SE I Street	5/7/2019	Residential Estate	C-2	Office
RZ19-0014	BLUFFS PROPERTY OWNERS ASSOC. RZ A-1 TO R-1	5/21/2019	Residential Estate	A-1	Low-Density Residential
RZ19-0013	BASCO & BISHOP RZ A-1 & R-1 TO C-2	5/21/2019	Residential Estate	C-2	Office
RZ19-0017	GLASS INVESTMENTS RZ A-1 to I-1	7/2/2019	Mixed-Use	I-1	Light Industrial
RZ19-0019	HOLLAND FAMILY TRUST RZ A-1 TO R-4	7/16/2019	Residential Estate	R-4	High-Density Residential
RZ19-0025	R-1 to C-2 2603 SE 14th Street	8/20/2019	Office	C-2	General Commercial
RZ19-0027	A-1 to R-ZL	8/20/2019	Residential Estate	R-ZL	Medium-Density Residential
RZ19-0026	A-1 to C-2	8/20/2019	Office	C-2	Office
RZ19-0029	RZ R-3, R-2 & R-O TO DE MONTERO PROPERTIES OF NWA	10/1/2019	High Density Residential	D-E	Downtown Commercial
RZ19-0035	PATIL & DHARMADHIKARI	12/3/2019	High Density Residential	R-O	Office
RZ19-0034	REYES RZ R-1 TO R-4	12/3/2019	Low Density Residential	R-4	High-Density Residential
RZ19-0036	WM 63 RE 1 LLC RZ PUD TO R-2	12/3/2019	Agriculture	R-2	Medium-Density Residential
RZ19-0039	215 NW A ST RZ R-3 TO D-C	1/21/2020	High Density Residential	D-C	Downtown Commercial
RZ19-0047	WHITLEY &WITTEN RZ R-1 TO DN-4	1/21/2020	Low Density Residential	DN-4	High-Density Residential
RZ19-0048	BERTSCHY TRUST RZ A-1 TO C-3	1/21/2020	Residential Estate	C-3	Mixed-Use
RZ19-0049	B'VILLE ACADEMY OF MUSIC RZ RC-2 TO DN-4	1/21/2020	Downtown Commercial	DN-4	Downtown Commercial
PRD19-0003	THE RESERVE BENTONVILLE	1/21/2020	Open Space	PRD	Medium-Density Residential
RZ20-0001	PUMP STATION RZ R-Z TO DN-3	2/18/2020	Public / Semi-Public	DN-3	Medium-Density Residential
RZ20-0003	PATTON TRUST RZ A-1 TO C2	3/3/2020	Residential Estate	C-2	General Commercial
RZ20-0006	KIRKPATRICK RZ A-1 TO R-1	4/7/2020	Residential Estate	R-1	Low-Density Residential
RZ20-0012	NORTHWEST BAPTIST ASSOC RZ A-1 & R-E TO R-O	4/7/2020	Residential Estate	R-O	Office
RZ20-0014	DAKOTA LEASING RZ C-2 TO C-3	4/21/2020	General Commercial	C-3	Mixed-Use
RZ20-0015	CITY OF B'VILLE COM DEV BLDG RZ I-1 TO C-2	4/21/2020	Light Industrial	C-2	Public/Semi-Public
RZ20-0013	BERTRAND RZ A-1 & R-E TO R-1	5/5/2020	Residential Estate	R-1	Low-Density Residential
RZ20-0016	CICH RZ A-1 TO C-2	5/5/2020	Residential Estate	C-2	General Commercial
RZ20-0018	BENTONVILLE/BELLA VISTA TRAILBLAZERS RZ A-1 TO C-2	6/16/2020	Medium Density Residential	C-2	Parks
RZ20-0020	BENTONVEST FUND IV	7/7/2020	Medium Density Residential	R-O	Office
PRD20-0001	TYLLUAN PRD	7/7/2020	Open Space	PRD	Medium-Density Residential
RZ20-0022	ELB LAND HOLDINGS RZ R-1 TO R-ZL	7/21/2020	Low Density Residential	R-ZL	Medium-Density Residential
RZ20-0023	G & I PROPERTIES RZ C-2 & PUD TO R-3	7/21/2020	General Commercial	R-3	High-Density Residential
RZ20-0025	OSAGE RE HOLDINGS RZ PUD TO R-1	7/21/2020	Residential Estate	R-1	Low-Density Residential
RZ20-0026	SW I ST RZ A-1 TO C-2	7/21/2020	Medium Density Residential	C-2	General Commercial
RZ20-0034	408 SE D ST RZ R-1 TO DN-2	8/18/2020	High Density Residential	DN-2	High-Density Residential

RZ20-0029	R-1 to R-3	9/1/2020	Low Density Residential	R-3	Medium-Density Residential
RZ20-0035	LUTTRELL RZ A-1 TO R-1	9/1/2020	Open Space	R-1	Low-Density Residential
RZ20-0036	CASEY RZ A-1 TO R-O	9/1/2020	High Density Residential	R-O	Office
RZ20-0038	STANLEY RZ A-1 TO R-3	9/15/2020	General Commercial	R-3	High-Density Residential
RZ20-0037	HARMON RZ A-1 TO R-1	9/15/2020	Residential Estate	R-1	Low-Density Residential
RZ20-0039	HARMON COM RZ A-1 TO C-1	9/15/2020	Residential Estate	C-1	Office
RZ20-0042	ML, RES, LLC RZ R-1 TO DN-2	10/6/2020	High Density Residential	DN-2	High-Density Residential
RZ20-0043	405 SE 5TH ST, LLC RZ C-2 TO DE	10/6/2020	High Density Residential	D-E	Downtown Commercial
RZ20-0045	CAMPBELL & MEEKS RZ R-1 TO DN-3	10/6/2020	Low Density Residential	DN-3	High-Density Residential
RZ20-0048	9084 LEE HARRIS RD RZ A-1 TO R-1	11/3/2020	Residential Estate	R-1	Low-Density Residential
RZ20-0052	MURRAY & WILLIAMS RZ A-1 TO R-4	11/3/2020	Residential Estate	R-4	High-Density Residential
RZ20-0053	YOUNGS ADD LOTS 6-7 BLK 3 RZ R-1 TO DN-2	12/1/2020	Medium Density Residential	DN-4	High-Density Residential
RZ20-0056	LOT 10 CRYSTAL BRIDGES RZ A-1 TO C-3	12/1/2020	Public / Semi-Public	C-3	Public/Semi-Public
RZ20-0057	DEMINGS ADD LOT 18 BLK 3 RZ R-1 TO DN-2	12/1/2020	High Density Residential	D-E	Downtown Commercial
RZ20-0064	4800 S VAUGHN RD A-1 to R-1	1/5/2021	Agriculture	R-1	Low-Density Residential
RZ20-0069	GAFFNEY RZ A-1 TO R-1	1/5/2021	Agriculture	R-1	Low-Density Residential
RZ20-0068	SHASTA PROPERTIES RZ A-1 TO R-1	1/5/2021	Agriculture	R-1	Low-Density Residential
RZ20-0070	EVERSOLE ADD PART OF LOT 18	2/2/2021	Medium Density Residential	R-3	Medium-Density Residential
RZ21-0001	PARCEL 01-00828-115 RZ A-1 TO C-2 & C-1	3/2/2021	Residential Estate	C-2/C-1	General Commercial/Office
RZ21-0002	302 NW A ST RZ R-1 TO D-E	3/2/2021	High Density Residential	DE	Downtown Commercial
RZ21-0004	LAROSE DEV RZ C-2 TO C-3	3/2/2021	General Commercial	C-3	Mixed-Use
RZ21-0005	TAILOR FAMILY DEV RZ C-2 TO C-3	3/2/2021	Office	C-3	Mixed-Use
RZ20-0059	KALAISELVAN RZ A-1 TO R-4	4/6/2021	Residential Estate	R-2/R-3	Medium-Density Residential
RZ20-0074	CRYSTAL BRIDGES RZ A-1 TO C-3	3/2/2021	Public / Semi-Public	C-3	Public/Semi-Public
RZ21-0010	ALEXANDRA TIRADO-WANG RZ A-1 TO R-3	3/16/2021	Low Density Residential	R-3	Medium-Density Residential
RZ21-0017	ORCHARDS ADD LOT 1 BLK H RZ R1 TO DE	3/16/2021	High Density Residential	DE	High-Density Residential
RZ21-0021	R-1 to D-E	3/16/2021	Medium Density Residential	DE	Downtown Commercial

Note: Highlighted Items are rezoning projects that did not meet the Land Use Plan at the time of approval, but Land Use Amndments are not recommended. Each of these items are discussed within the Staff Report.

All Rezoning Projects by Land Use

PROJECT	PCNOTES	PCDATE	LAND USE DESIGNATION	CURRENT ZONING	RECOMMENDED LAND USE
PRD18-0003	BENTONVILLE NORTH VILLAGE	7/3/2018	Residential Estate	PRD	Medium-Density Residential
RZ18-0029	9801 GASTON RD RZ A-1 TO R-E	10/16/2018	Agriculture	R-E	Residential Estate
RZ18-0030	SIMON 206 SE B ST RZ R-1 TO D-E	10/16/2018	High Density Residential	D-E	Downtown Commercial
RZ18-0034	BURNETT RZ A1 TO DN2	11/20/2018	Medium Density Residential	DN-2	
RZ18-0032	SMITH - PARCEL 01-07928-030 RZ A1 TO RE	11/20/2018	Residential Estate	R-E	
RZ18-0033	OSTERLOH PARCEL 01-02379-000 R1 TO DN1	11/20/2018	Low Density Residential	DN-1	
RZ18-0035	411 TIGER BLVD R-3 TO DN-4	12/18/2018	High Density Residential	DN-4	
RZ18-0037	ROPESWING GROUP SE E ST	1/15/2019	Downtown Commercial	PUD	
RZ18-0031	5036 SW Shell Rd Rezone A-1 to R-1	11/6/2018	Residential Estate	R-1	Low-Density Residential
RZ19-0001	REZONE PUD & R-2 TO C-2 PARCEL 01-07933-051	2/19/2019	General Commercial	C-2	
PRD18-0004	Aurora Partners, LLC.	12/4/2018	Agriculture	PRD	Low-Density Residential
RZ19-0002	HARBIN POINT ADD PH-2 LOTS 5-8 PUD TO C2	3/19/2019	General Commercial	C-2	
RZ18-0036	R-1 to DN-2	1/15/2019	Open Space	PRD	Medium-Density Residential
RZ19-0004	109 SE 14th St C-3 to D-C	3/19/2019	Mixed-Use	D-C	
RZ18-0039	HARBIN POINTE ADD PH-2 LOTS 3-4	2/5/2019	Residential Estate	R-3	Medium-Density Residential
RZ19-0003	PARNELL LOT 10 VINTAGE ESTATE PUD TO R-O	3/19/2019	Medium Density Residential	R-O	Office
RZ19-0006	403 NW 6TH ST RZ R-1 TO DN-1	4/2/2019	Medium Density Residential	DN-1	Medium-Density Residential
RZ19-0005	OZARK BIBLE FELLOWSIHP RZ R-1 TO DN-3	4/2/2019	High Density Residential	DN-3	
RZ19-0009	1253 SW REGIONAL AIRPORT BLVD RZ R-1 TO C-2	4/16/2019	General Commercial	C-2	
RZ19-0007	SS PROPERTIES RZ A-1 & PUD TO C-2	4/2/2019	General Commercial	R-3	High-Density Residential
RZ19-0008	SEWELL FAMILY DEV RZ A-1 TO R-1	4/2/2019		R-1	Low-Density Residential
RZ19-0010	YOUNGS ADD LOTS 5,9 & 10 BLK 4 RZ R-1 TO DN-4	5/7/2019	Low Density Residential	DN-4	High-Density Residential
RZ19-0011	301 SW 4TH ST RZ R-Z TO DN	5/7/2019	Medium Density Residential	D-E	Downtown Commercial
RZ19-0012	C-1 to C-2 2902 SE I Street	5/7/2019	Residential Estate	C-2	Office
RZ19-0015	WALLACE RZ DE TO DC	5/21/2019	Downtown Commercial	D-E	
RZ19-0014	BLUFFS PROPERTY OWNERS ASSOC. RZ A-1 TO R-1	5/21/2019	Residential Estate	A-1	Low-Density Residential
RZ19-0018	WALMART PROPERTIES RZ I-2 & R-1 TO C-2	7/2/2019	General Commercial	C-2	
RZ19-0013	BASCO & BISHOP RZ A-1 & R-1 TO C-2	5/21/2019	Residential Estate	C-2	Office
RZ19-0021	EVERSOLE ADD LOT 14 C-3 TO C-2	8/6/2019	General Commercial	C-2	
RZ19-0022	R-3 to D-E	8/6/2019	Downtown Commercial	D-E	
RZ19-0023	DN-4 to C-2	8/6/2019	Downtown Commercial	PUD	
RZ19-0024	Southwest E St and Southwest 5th St	8/20/2019	Medium Density Residential	DN-2	
RZ19-0017	GLASS INVESTMENTS RZ A-1 to I-1	7/2/2019	Mixed-Use	I-1	Light Industrial
RZ19-0019	HOLLAND FAMILY TRUST RZ A-1 TO R-4	7/16/2019	Residential Estate	R-4	High-Density Residential
RZ19-0025	R-1 to C-2 2603 SE 14th Street	8/20/2019	Office	C-2	General Commercial
RZ19-0020	RZ BROWN R-1 TO DN-2	10/1/2019	Medium Density Residential	DN-2	
RZ19-0027	A-1 to R-ZL	8/20/2019	Residential Estate	R-ZL	Medium-Density Residential
RZ19-0030	RZ DN-4 TO DE LOT 1 BLK K ORCHARD ADDITION	10/15/2019	Downtown Commercial	D-E	
RZ19-0031	MUSTARD SEED RZ PUD TO C-2	10/15/2019	General Commercial	C-2	
RZ19-0032	ELZEY A-1 TO R-2	11/5/2019	Medium Density Residential	R-2	
RZ19-0033	NORTH AR WHOLESALE CO RZ R1 TO DN2	11/19/2019	Medium Density Residential	DN-2	
RZ19-0026	A-1 to C-2	8/20/2019	Office	C-2	Office
RZ19-0029	RZ R-3, R-2 & R-O TO DE MONTERO PROPERTIES OF NWA	10/1/2019	High Density Residential	D-E	Downtown Commercial
RZ19-0035	PATIL & DHARMADHIKARI	12/3/2019	High Density Residential	R-O	Office
RZ19-0038	BELLA TERRA RZ C-1 TO C-1	1/21/2020	General Commercial	C-2	
RZ19-0034	REYES RZ R-1 TO R-4	12/3/2019	Low Density Residential	R-4	High-Density Residential

RZ19-0042	BELLA VISTA CHURCH OF CHRIST RZ A-1 TO C-1	1/21/2020	General Commercial	C-2	
RZ19-0043	CJIC PROPERTIES RZ R-1 TO DN-2	1/21/2020	Medium Density Residential	DN-2	
RZ19-0046	PENSCO TRUST CO RZ R-1 TO DE	1/21/2020	Downtown Commercial	D-E	
RZ19-0036	WM 63 RE 1 LLC RZ PUD TO R-2	12/3/2019	Agriculture	R-2	Medium-Density Residential
RZ19-0039	215 NW A ST RZ R-3 TO D-C	1/21/2020	High Density Residential	D-C	Downtown Commercial
RZ19-0047	WHITLEY &WITTEN RZ R-1 TO DN-4	1/21/2020	Low Density Residential	DN-4	High-Density Residential
RZ19-0048	BERTSCHY TRUST RZ A-1 TO C-3	1/21/2020	Residential Estate	C-3	Mixed-Use
RZ19-0049	B'VILLE ACADEMY OF MUSIC RZ RC-2 TO DN-4	1/21/2020	Downtown Commercial	DN-4	Downtown Commercial
RZ20-0002	SAMPLE	2/4/2020	Downtown Commercial	DN-4	
RZ20-0004	403 SW C ST RZ R-1 TO DN-2	4/7/2020	Medium Density Residential	DN-2	
RZ20-0007	502 NW 3RD ST RZ R-1 TO DN-2	5/5/2020	Low Density Residential	DN-1	
RZ20-0009	211 SW F ST RZ R-1 TO DN-2	4/7/2020	Medium Density Residential	DN-2	
PRD19-0003	THE RESERVE BENTONVILLE	1/21/2020	Open Space	PRD	Medium-Density Residential
RZ20-0010	402 SE G ST RZ DN-3 TO DE	4/7/2020	High Density Residential	DN-4	
RZ20-0011	BRANNON ESSLINGER CRYSTAL CREEK REALTY	5/5/2020	High Density Residential	DN-3	
RZ20-0001	PUMP STATION RZ R-Z TO DN-3	2/18/2020	Public / Semi-Public	DN-3	Medium-Density Residential
RZ20-0003	PATTON TRUST RZ A-1 TO C2	3/3/2020	Residential Estate	C-2	General Commercial
RZ20-0006	KIRKPATRICK RZ A-1 TO R-1	4/7/2020	Residential Estate	R-1	Low-Density Residential
RZ20-0012	NORTHWEST BAPTIST ASSOC RZ A-1 & R-E TO R-O	4/7/2020	Residential Estate	R-O	Office
RZ20-0014	DAKOTA LEASING RZ C-2 TO C-3	4/21/2020	General Commercial	C-3	Mixed-Use
RZ20-0015	CITY OF B'VILLE COM DEV BLDG RZ I-1 TO C-2	4/21/2020	Light Industrial	C-2	Public/Semi-Public
RZ20-0013	BERTRAND RZ A-1 & R-E TO R-1	5/5/2020	Residential Estate	R-1	Low-Density Residential
RZ20-0021	HARBIN NORTH TOWNHOMES RZ C-2 & PUD TO R-3	7/7/2020	High Density Residential	R-3	
RZ20-0019	Rezoning R-1 to DN-1 107 SW F St.	7/7/2020	Low Density Residential	DN-1	
RZ20-0016	CICH RZ A-1 TO C-2	5/5/2020	Residential Estate	C-2	General Commercial
RZ20-0018	BENTONVILLE/BELLA VISTA TRAILBLAZERS RZ A-1 TO C-2	6/16/2020	Medium Density Residential	C-2	Parks
RZ20-0020	BENTONVEST FUND IV	7/7/2020	Medium Density Residential	R-O	Office
PRD20-0001	TYLLUAN PRD	7/7/2020	Open Space	PRD	Medium-Density Residential
RZ20-0027	R-ZL to R-3	7/21/2020	Medium Density Residential	R-ZL	
RZ20-0028	DESAVADO LIVING TRUST RZ R-1 TO DN-2	7/21/2020	Medium Density Residential	DN-2	
RZ20-0022	ELB LAND HOLDINGS RZ R-1 TO R-ZL	7/21/2020	Low Density Residential	R-ZL	Medium-Density Residential
RZ20-0030	RAINBOW HOMEBUYERS RZ R-1 TO DN-2	8/18/2020	Medium Density Residential	DN-2	
RZ20-0031	BREWER RZ R-1 TO DN-2	8/18/2020	Medium Density Residential	DN-2	
RZ20-0032	BENTONVILLE PLAZA PARTNERS RZ C-3 TO C-2	8/18/2020	General Commercial	C-2	
RZ20-0023	G & I PROPERTIES RZ C-2 & PUD TO R-3	7/21/2020	General Commercial	R-3	High-Density Residential
RZ20-0025	OSAGE RE HOLDINGS RZ PUD TO R-1	7/21/2020	Residential Estate	R-1	Low-Density Residential
RZ20-0026	SW I ST RZ A-1 TO C-2	7/21/2020	Medium Density Residential	C-2	General Commercial
RZ20-0034	408 SE D ST RZ R-1 TO DN-2	8/18/2020	High Density Residential	DN-2	High-Density Residential
RZ20-0029	R-1 to R-3	9/1/2020	Low Density Residential	R-3	Medium-Density Residential
RZ20-0035	LUTTRELL RZ A-1 TO R-1	9/1/2020	Open Space	R-1	Low-Density Residential
RZ20-0036	CASEY RZ A-1 TO R-O	9/1/2020	High Density Residential	R-O	Office
RZ20-0038	STANLEY RZ A-1 TO R-3	9/15/2020	General Commercial	R-3	High-Density Residential
RZ20-0037	HARMON RZ A-1 TO R-1	9/15/2020	Residential Estate	R-1	Low-Density Residential
RZ20-0044	BANWARTH RZ R-1 TO DN-2	10/6/2020	Medium Density Residential	DN-2	
RZ20-0047	BAILEY R-1 TO DN-2	10/20/2020	Medium Density Residential	DN-2	
RZ20-0046	TOLLETT WOOD RZ PUD TO C-2	10/20/2020	General Commercial	C-2	
RZ20-0039	HARMON COM RZ A-1 TO C-1	9/15/2020	Residential Estate	C-1	Office

RZ20-0051	405-407-409 SW D ST RZ R-1 TO DN-2	11/3/2020	Medium Density Residential	DN-2	
RZ20-0050	1112 FILLLMORE ST RZ R-1 TO DN-2	11/3/2020	Medium Density Residential	DN-2	
RZ20-0049	319 SW 4TH ST RZ R-1 TO R-2	11/3/2020	Medium Density Residential	R-2	
RZ20-0042	ML, RES, LLC RZ R-1 TO DN-2	10/6/2020	High Density Residential	DN-2	High-Density Residential
RZ20-0043	405 SE 5TH ST, LLC RZ C-2 TO DE	10/6/2020	High Density Residential	D-E	Downtown Commercial
RZ20-0054	208 SE 6TH ST RZ R-1 TO DE	12/1/2020	Downtown Commercial	D-E	
RZ20-0045	CAMPBELL & MEEKS RZ R-1 TO DN-3	10/6/2020	Low Density Residential	DN-3	High-Density Residential
RZ20-0055	510 NW D ST RZ R-1 TO DN2	12/1/2020	Medium Density Residential	DN-2	
RZ20-0058	811 NE A ST RZ R-1 TO DN-2	12/1/2020	Medium Density Residential	DN-2	
RZ20-0048	9084 LEE HARRIS RD RZ A-1 TO R-1	11/3/2020	Residential Estate	R-1	Low-Density Residential
RZ20-0065	EMMA PARTNERS RZ DE TO DC	1/5/2021	Downtown Commercial	D-C	
RZ20-0066	EMMA PARTNERS LOT 27 BLK 1 RZ DE TO DC	1/5/2021	Downtown Commercial	D-C	
RZ20-0067	3302 SE L ST RZ A-1 TO R-3	1/5/2021	High Density Residential	R-3	
RZ20-0052	MURRAY & WILLIAMS RZ A-1 TO R-4	11/3/2020	Residential Estate	R-4	High-Density Residential
RZ20-0061	PINNACLE VILLAS RZ A-1 TO C-2	1/5/2021	General Commercial	C-2	
RZ20-0053	YOUNGS ADD LOTS 6-7 BLK 3 RZ R-1 TO DN-2	12/1/2020	Medium Density Residential	DN-4	High-Density Residential
RZ20-0056	LOT 10 CRYSTAL BRIDGES RZ A-1 TO C-3	12/1/2020	Public / Semi-Public	C-3	Public/Semi-Public
RZ20-0057	DEMINGS ADD LOT 18 BLK 3 RZ R-1 TO DN-2	12/1/2020	High Density Residential	D-E	Downtown Commercial
RZ20-0073	LINCOLN & RICE ADD LOTS 7-12 RZ C1 TO C3	1/19/2021	Mixed-Use	C-3	
RZ20-0075	YOUNGS ADD LOT 2 BLK 3 RZ R-1 TO DN-1	2/2/2021	Low Density Residential	DN-1	
RZ20-0064	4800 S VAUGHN RD A-1 to R-1	1/5/2021	Agriculture	R-1	Low-Density Residential
RZ20-0069	GAFFNEY RZ A-1 TO R-1	1/5/2021	Agriculture	R-1	Low-Density Residential
RZ21-0003	ORCHARD ADD PART OF BLOCK L RZ DE TO DC	2/2/2021	Downtown Commercial	DC	
RZ20-0068	SHASTA PROPERTIES RZ A-1 TO R-1	1/5/2021	Agriculture	R-1	Low-Density Residential
RZ20-0070	EVERSOLE ADD PART OF LOT 18	2/2/2021	Medium Density Residential	R-3	Medium-Density Residential
RZ21-0006	WAYNE ALEXANDER RZ R-2 TO DN-2	3/2/2021	Medium Density Residential	DN-2	
RZ21-0001	PARCEL 01-00828-115 RZ A-1 TO C-2 & C-1	3/2/2021	Residential Estate	C-2/C-1	General Commercial/Office
RZ21-0007	514 SE E ST RZ R-3 TO D-E	3/16/2021	Downtown Commercial	DE	
RZ21-0009	900 SW REGIONAL AIRPORT BLVD RZ A-1 TO C-2	3/16/2021	General Commercial	C-2	
RZ21-0008	312 S MAIN ST RZ D-E TO D-C	3/16/2021	Downtown Commercial	DC	
RZ21-0002	302 NW A ST RZ R-1 TO D-E	3/2/2021	High Density Residential	DE	Downtown Commercial
RZ21-0012	ORCHARD ADD LOT 2 BLK F RZ R-1 TO D-E	3/16/2021	Downtown Commercial	DE	
RZ21-0004	LAROSE DEV RZ C-2 TO C-3	3/2/2021	General Commercial	C-3	Mixed-Use
RZ21-0014	ORTHO MEK RZ C-1 TO C-2	3/16/2021	General Commercial	C-2	
RZ21-0005	TAILOR FAMILY DEV RZ C-2 TO C-3	3/2/2021	Office	C-3	Mixed-Use
RZ21-0015	203 SE 7TH ST.	3/16/2021	Downtown Commercial	DE	
RZ21-0018	408 S MAIN ST RZ D-E TO D-C	4/6/2021	Downtown Commercial	DC	
RZ21-0020	707 SE C ST RZ R-1 TO D-E	4/6/2021	Downtown Commercial	DE	
RZ21-0022	LOTS 6-7 BLK 1 RZ R-1 TO DN-4	4/6/2021	High Density Residential	DN-4	
RZ20-0059	KALAISELVAN RZ A-1 TO R-4	4/6/2021	Residential Estate	R-2/R-3	Medium-Density Residential
RZ20-0074	CRYSTAL BRIDGES RZ A-1 TO C-3	3/2/2021	Public / Semi-Public	C-3	Public/Semi-Public
RZ21-0010	ALEXANDRA TIRADO-WANG RZ A-1 TO R-3	3/16/2021	Low Density Residential	R-3	Medium-Density Residential
PRD18-0005	CITY U	12/18/2018	High Density Residential	PRD	
PRD19-0001	W A BURKS LOTS 18-25 BLK 10 BRIARTOWN PKT COM	8/6/2019	Medium Density Residential	PRD	
PRD19-0002	BLACK APPLE SPRINGS	12/17/2019	Medium Density Residential	PRD	
RZ21-0017	ORCHARDS ADD LOT 1 BLK H RZ R1 TO DE	3/16/2021	High Density Residential	DE	High-Density Residential
PRD19-0004	BELLA VISTA ROAD HOUSING	1/21/2020	Medium Density Residential	PRD	

PRD19-0006	OZ VILLAGE	2/4/2020	Medium Density Residential	PRD	
PUD20-0001	SOMO PUD C-2 & DN-4 TO PUD	2/18/2020	Public / Semi-Public	PUD	
RZ21-0021	R-1 to D-E	3/16/2021	Medium Density Residential	DE	Downtown Commercial
PUD20-0002	WALMART CAMPUS	8/18/2020	General Commercial	PUD	

Note: Highlighted Items are rezoning projects that did not meet the Land Use Plan at the time of approval, but Land Use Amndments are not recommended. Each of these items are discussed within the Staff Report.

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE FUTURE LAND USE MAP AND ZONING DISTRICT ALIGNMENT POLICY.

WHEREAS, the City of Bentonville adopted a the Community Plan and Future Land Use Map, in 2018; and,

WHEREAS, an adopted policy will provide the necessary guidance on using the Future Land Use Map in the analysis of rezoning decisions.

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

Section 1. That the City of Bentonville hereby adopts Attachment A: Future Land Use Map and Zoning Districts Alignment Policy, an electronic copy and paper copy of which is on file with the City Clerk, and is hereby adopted by reference as though it were copied herein fully.

PASSED and APPROVED this_____ day of _____, 2021.

Approved:

_____

Mayor Stephanie Orman

ATTEST:

_____

Kirby Romines, City Clerk

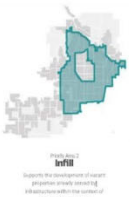
ATTACHMENT A

Future Land Use Map and Zoning Districts Alignment Policy

This document establishes the policy for reviewing rezoning requests in the City of Bentonville. All rezoning requests should be reviewed according to the following criteria:

1. Consistency with the Future Land Use Plan.
2. Consistency with the vision and policies of the Community Plan.
3. Relationship and effect on the land use and zoning of the surrounding area.
4. Compatibility with recent development activity in the surrounding area.

The table below provides guidance for the first criteria above to support implementation of the Community Plan. It recommends the most appropriate zoning districts for each land use category in the Future Land Use Plan. The district listed first is the most compatible.

Land Use Classification	Priority Area 1: Downtown Intensification	 Priority Area 2: Infill	Priority Area 3: Edge Growth
Agriculture	--	--	A-1
Residential Estate	--	--	R-E
Low-Density Residential	DN-1 / PRD	R-1 / PRD	R-1 / PRD / RMH
Medium-Density Residential	DN-2 / RC-2 / PRD	R-2 / R-3 / R-ZL / PRD / RO	R-2 / R-3 / R-ZL / PRD / RO
High Density Residential	DN-3 / DN-4 / RC-3 / PRD	R-4 / R-3 / PRD	R-4 / R-3 / PRD
Mixed-Use Commercial	DC / DN-4 / PUD	C-3 / PUD	C-3 / PUD
General Commercial	C-1[1] / C-2 / PUD	C-1 / C-2	C-1 / C-2
Downtown Commercial	DC / DE / DN-4 / PUD	--	--
Office	DC / DE / R-O	R-O / C-1 / C-2	R-O / C-1
Light Industrial	--	I-1	I-1
Heavy Industrial	--	--	I-2
Utility/Transportation	--	I-1	I-1 / I-2
Public/Semi-Public	Review for compatibility on a cases-by-case basis and should not be required to submit a Future Land Use map amendment until corresponding districts for these classifications are adopted.		
Parks			
Open Space			

[1]Only fronting N. Walton Blvd., SW 14th St. or NW J St.

Disclaimer: This policy has been adopted by resolution. It does not have the weight of law. It is provided as a decision making tool in implementation of the Future Land Use Map of the Community Plan and does not guarantee approval of any rezoning request.

RESOLUTION NO. _____

A RESOLUTION ADOPTING A REVISED FUTURE LAND USE MAP OF THE CITY OF BENTONVILLE TO REFLECT APPROVED REZONINGS SINCE THE FUTURE LAND USE MAP WAS ADOPTED IN 2018.

WHEREAS, City Council approved the Future Land Use Map as part of the Community Plan on October 23, 2018 with Resolution No. 10-23-18A; and,

WHEREAS, the Future Land Use Map should be updated to reflect recent rezoning activity; and,

WHEREAS, public notice of said hearing having been published in the 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 updated Future Land Use Map be approved.

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

Section 1: That the Bentonville Future Land Use Map should be and the same is hereby amended with the following *Attachment A: Bentonville Future Land Use Map – April 2021 Update*, an electronic copy and paper copy of which is on file with the City Clerk, is hereby referred to, adopted and made a part hereof as though it were copied herein fully.

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

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING CODE TO REQUIRE AN AMENDMENT TO THE BENTONVILLE COMMUNITY PLAN FUTURE LAND USE MAP WHEN A REZONING REQUEST IS INCONSISTENT WITH THE FUTURE LAND USE MAP.

WHEREAS, on September 9, 2008, Bentonville City Council adopted a voluntary process for amending the General Plan; and,

WHEREAS, the City of Bentonville has since adopted a new Community Plan and Future Land Use Map, replacing the General Plan; and,

WHEREAS, to ensure that the Future Land Use Map remains a current document, the Future Land Use Map should be amended when a rezoning request is inconsistent with the land use classification recommended in the Future Land Use Plan.

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

Section 1. That the Sec. 301.08 of the Zoning Code shall be and is hereby amended by adding the following underlined text:

301.08 (b)(1) Application.

a. If the rezoning request is for a zoning district inconsistent with the land use classification recommended by the Future Land Use Plan, as guided by the Future Land Use Plan and Zoning Districts Alignment Policy, the applicant shall also submit an application for a Future Land Use Plan map amendment, at no charge, to the planning department in accordance with current planning department policies and procedures.

Section 2. That Resolution No. 9-09-08A is hereby repealed.

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

PASSED and APPROVED this____ day of _____, 2021.

Approved:

_____

Mayor Stephanie Orman

ATTEST:

_____

Kirby Romines, City Clerk

Removal of DC/DE Sidewalk Standards

PC Date: 4/20/2021
Reviewer: Shelli Kerr, AICP, Comprehensive Planning Mngr

Type	Amendment
Code Impacted	Zoning Code
Section(s)	Art. 401 Zoning Regulations

Issue

The regulations of the Zoning Code for the DC, Downtown Core and DE, Downtown Edge zoning districts conflict with the recently adopted Master Street Plan. The proposed amendment addresses this conflict and improves alignment between the Zoning Code and Master Street Plan.

Background

In 2009, the city adopted the DC, Downtown Core and DE, Downtown Edge zoning districts (Ord. No. 2009-111). At the time, the Master Street Plan did not identify street sections specifically for downtown and a more urban environment. So, the city established regulations to extend the walkable and pedestrian scale characteristics of the square to all areas in the Downtown Core or Downtown Edge districts. The ordinance identified primary streets (Central Ave, SW A St, SW 8th St, and S Main St.) and secondary streets (all others). These street classifications regulate sidewalks, building placement, parking placement, and street trees.

On January 12, 2021, the city adopted a new Master Street Plan that included specific cross sections for downtown collector and downtown local streets. The cross sections address the sidewalk requirements and on-street parking needs of the downtown area. The Master Street Plan is also aligned with the Bicycle and Pedestrian Master Plan that addresses pedestrian and bicycling infrastructure. With the Master Street Plan now adequately addressing urban street design, the primary and secondary streets of the DC and DE districts conflict with the Master Street Plan and are no longer necessary.

Relationship to the Community Plan

The Community Plan recommends addressing the infill of sidewalks in and around the downtown area (pg. 86). This amendment allows the Master Street Plan to serve as the primary guide for sidewalk improvements in the downtown area. It also results in more consistent application of the requirements throughout downtown, being based on the street classifications of the Master Street Plan instead of by zoning district.

Proposed Changes

Staff recommends the following amendments

1. Eliminate the primary and secondary streets in the DC and DE district regulations.	*Zoning Code, Sec. 401.08-B (b) Downtown districts primary and secondary streets.*
2. Amend encroachment standards by replacing "primary" with "arterial or collector" and replacing "secondary" with "downtown local."	*Zoning Code, Sec. 401.08-B Sec. (f) Downtown districts encroachment standards.*
3. Amend the sidewalk requirements to be in accordance with the Master Street Plan.	*Land Development Code, Sec. 1100.15 Sidewalks, (d) Requirement.*
4. Amend the corner architecture requirement based on intersecting arterials/collectors, instead of two primary streets.	*Land Development Code, Sec.1100.23(h) Corner architecture.*
5. Amend building placement to eliminate primary and secondary streets and require 80% of façade to be placed at the maximum allowed setback for both districts.	*Land Development Code, Sec. 1100.23 (k) Building placement.*
6. Amend parking placement by replacing "primary streets" with "arterial or collector streets."	*Land Development Code, Sec. 1100.23 (l) Parking placement.*
7. Amend site amenity standards by replacing "primary and secondary streets" with "all streets."	*Land Development Code, Sec. 1100.23 (m) Parking placement.*
8. Amend street tree planting requirements by replacing "primary" with "arterial or collector" and replacing "secondary" with "downtown local."	*Land Development Code, Sec. 1400.16 (b) Downtown zoning street tree planting requirements.*

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING CODE TO REMOVE THE SIDEWALK STANDARDS IN THE DC DOWNTOWN CORE AND DE DOWNTOWN EDGE ZONING DISTRICTS.

WHEREAS, Ordinance No. 2009-11 adopted the DC Downtown Core and DE Downtown Edge zoning districts that establish primary and secondary streets within those districts.

WHEREAS, on January 21, 2021, City Council adopted the current Master Street Plan that includes street classifications specific to downtown streets; and,

WHEREAS, there is no longer a need for the primary and secondary streets in the DC and DE zoning districts.

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

Section 1. That the Bentonville Zoning Code and Land Development Code should be and the same is hereby amended with the following *Attachment A: Downtown Districts Primary and Secondary Streets*, an electronic copy and paper copy of which is on file with the City Clerk, is hereby referred to, adopted and made a part hereof as though it were copied herein fully.

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

PASSED and APPROVED this_____ day of _____, 2021.

Approved:

_____

Mayor Stephanie Orman

ATTEST:

_____

Kirby Romines, City Clerk

Attachment A: Downtown Districts Primary and Secondary Streets

SECTION 1: **AMENDMENT** "Sec 401.8-B Downtown (D) Districts Regulations" of the Bentonville Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 401.8-B Downtown (D) Districts Regulations

(b) ~~*Downtown (D) districts 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 Ave, SW A St, SW 8th St, and S Main St. All other streets in the downtown districts shall be considered secondary streets.~~

(f) *Downtown (D) districts encroachment standards*. The table below establishes the standards for encroachments such as canopies, awnings and balconies. Height clearance is measured from the pavement to the bottom most portion of the encroachment. The setback is measured from back of curb or, if no curb is present, from the edge of street pavement.

DOWNTOWN (D) DISTRICTS ENCROACHMENT STANDARDS			
District	Min. height clearance	Min. setback adjacent to an ~~primary~~ arterial or collector street	Min. setback adjacent to a ~~secondary~~downtown local street
DC	8'	2'	2'
DE	8'	4'	6'

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Attachment A: Downtown Districts Primary and Secondary Streets

SECTION 2: **AMENDMENT** "Sec 1100.15 Sidewalk Requirements" of the Bentonville Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 1100.15 Sidewalk Requirements

(d) *Requirement.* The owner of any property abutting a public street or highway for which a sidewalk is required by the city's current Master Street Plan, shall construct a sidewalk according to the Master Street Plan and as set forth in the city's current adopted Standard Specifications for Streets.~~, except as regulated below for downtown sidewalks.~~

~~*Downtown Sidewalks.* In the DC, DE and DN-4 districts, roadways identified as primary and secondary street in Sec. 401.8-B(b) Downtown (d) districts primary and secondary streets, shall meet the Downtown Sidewalk Design Standards below. Sidewalks should fill the space between the back-of-curb and the building.~~

~~DOWNTOWN SIDEWALK DESIGN STANDARDS~~			
	~~Minimum Sidewalk Width~~	~~Sidewalk Material~~	~~Sidewalk Brick Color~~
~~Primary Street~~	~~12'~~	~~Concrete, brick or a combination~~	~~Pine Hall "Red" or Equivalent~~
~~Secondary Street~~	~~8'~~	~~Concrete~~	~~No required color~~

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SECTION 3: **AMENDMENT** "Sec 1100.23 Downtown (D) Districts Design Standards" of the Bentonville Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 1100.23 Downtown (D) Districts Design Standards

(h) *Corner architecture*. All buildings located at the corner of the intersection between ~~two primary~~any combination of arterial and collector ~~-~~streets shall incorporate a minimum of one of the following architectural elements, or as approved by planning commission. ~~This standard shall not apply to the intersection of two secondary streets or between a primary and secondary street.~~

(1) Cupola.
(2) Turret.
(3) Pitched roof.

(k) Building placement. ~~The table below establishes the~~ A minimum of 80% ~~percentage~~ of the façade ~~that~~ must be placed along the maximum setback allowed in the Downtown districts.

~~DOWNTOWN (D) DISTRICTS FACADE PLACEMENT~~		
~~Façade built to maximum setback on a primary street~~	~~Façade built to maximum setback on a secondary street~~	
~~DC~~	~~80% min~~	~~25% min~~
~~DE~~	~~80% min~~	~~0%~~
Any section along the maximum setback on an ~~primary~~arterial or collector street that is not defined by a building up to a 10-foot setback of the maximum setback shall be defined by a 2'6" to 4'6" high fence or wall. The material on the fence or wall shall be consistent and compatible with the adjacent structure and approved by planning commission. The fence or wall may consist of a gate or opening for access.		

(l) *Parking placement*. Off-street parking shall be located behind or to the side of the primary building. On corner lots, parking drive shall not be located on ~~primary~~arterial or collector streets, unless at the intersection of ~~two primary~~any combination of arterial and collector streets ~~(see DC and DE zoning districts for information on primary and secondary streets.)~~ Parking drives are highly discouraged along ~~primary~~arterial

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and collector streets and only ~~permitted~~allowed if there is no other option for access to parking areas. Off-site parking may be provided off-site within 600' or as shared parking. A shared parking agreement shall be provided to Planning for all residential use parking spaces.

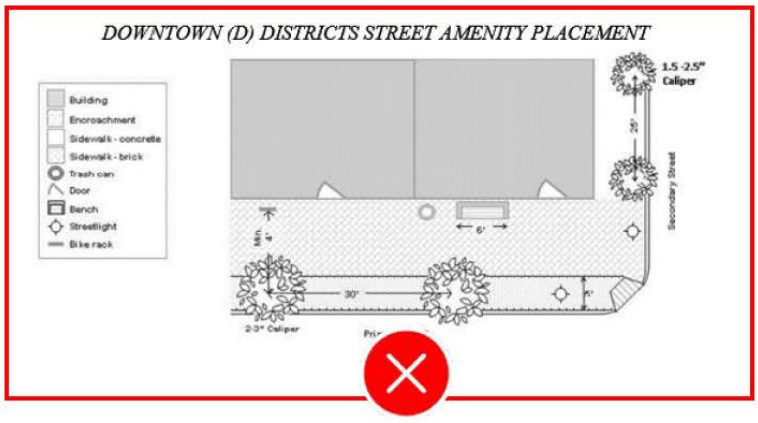
(m) *Site amenity standards.* Site amenities are not required. However, if a specific site amenity is being provided, it shall meet the standards below for ~~both primary and secondary~~all streets in the DC, Downtown Core and DE, Downtown Edge districts. All street furniture shall be installed per manufacturer's specifications.

(1) *Street amenity placement.*

a. Street trees and streetlights shall not be placed directly in front of an entrance to a building.

b. All street furniture shall be placed so that a minimum of 4' of the width of the sidewalk is clear and unobstructed.

c. Trees, street lamps, and all street furniture shall be placed a minimum of 36" away from the back of curb to allow for car doors opening.



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SECTION 4: **AMENDMENT** "Sec 1400.16 Downtown Zoning Districts Landscaping" of the Bentonville Municipal Code is hereby *amended* as follows:

(a) *Applicability*. The landscaping requirements in this section shall apply to the D-C, Downtown Core Zoning District and the D-E, Downtown Edge Zoning District, depending on the type of street frontage, as established in the zoning code.

(b) *Downtown zoning street tree planting requirements*. The table below establishes the minimum requirements, unless otherwise indicated, for tree plantings along ~~primary and secondary~~ streets in the Downtown zoning districts. ~~Primary streets and secondary streets are designated in the Downtown zoning district regulations in Article 401 of the Zoning Code.~~

DOWNTOWN ZONING STREET TREE PLANTING REQUIREMENTS		
	~~Primary~~ Arterial or Collector street	~~Secondary~~ Downtown Local street
(1) Requirement	1 tree per 30 linear feet	1 tree per 25 linear feet
(2) Spacing	30 feet maximum on center	25 feet maximum on center
(3) Shade	3-inch caliper	2.5-inch caliper
(4) Ornamental	2-inch caliper	1.5-inch caliper
(5) Planting beds	5 feet by 6 feet minimum	3 feet by 3 feet minimum
(6) Tree grates*	5 feet by 6 feet minimum	3 feet by 3 feet minimum
*Made of cast iron and placed a minimum of twelve (12) feet from streetlights		

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Consent Agenda Items

For Planning Commission meeting of April 20, 2021

Reviewer: Tyler Overstreet, AICP, Planning Services Manager

- At the Technical Review meeting held on April 13, 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 11 and 12, Osage Hills Subdivision, WM 63 RE 1, LLC and Bentonville Housing Partners, LLP, Brookside Road and Ginn Road, R-1, Single-Family Residential and R-2, Duplex and Patio Home Residential, *PLA20-0068*

A property line adjustment of Lots 6 and 7 of Osage Hills Subdivision, creating new Lots 11 (+/- 33.41 acres) and 12 (+/- 195.2 acres). The plat transfers a portion of property from existing Lot 7 to Lot 6. The plat dedicates a 20-foot utility easement to provide sewer service to the lots.

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

Lot Split: Lots 14 and 15, Bentonville Plaza Addition, Bentonville Plaza Partners, LLC, 609 SW 8th Street, C-3, Mixed-Use Commercial, *LS21-0012*

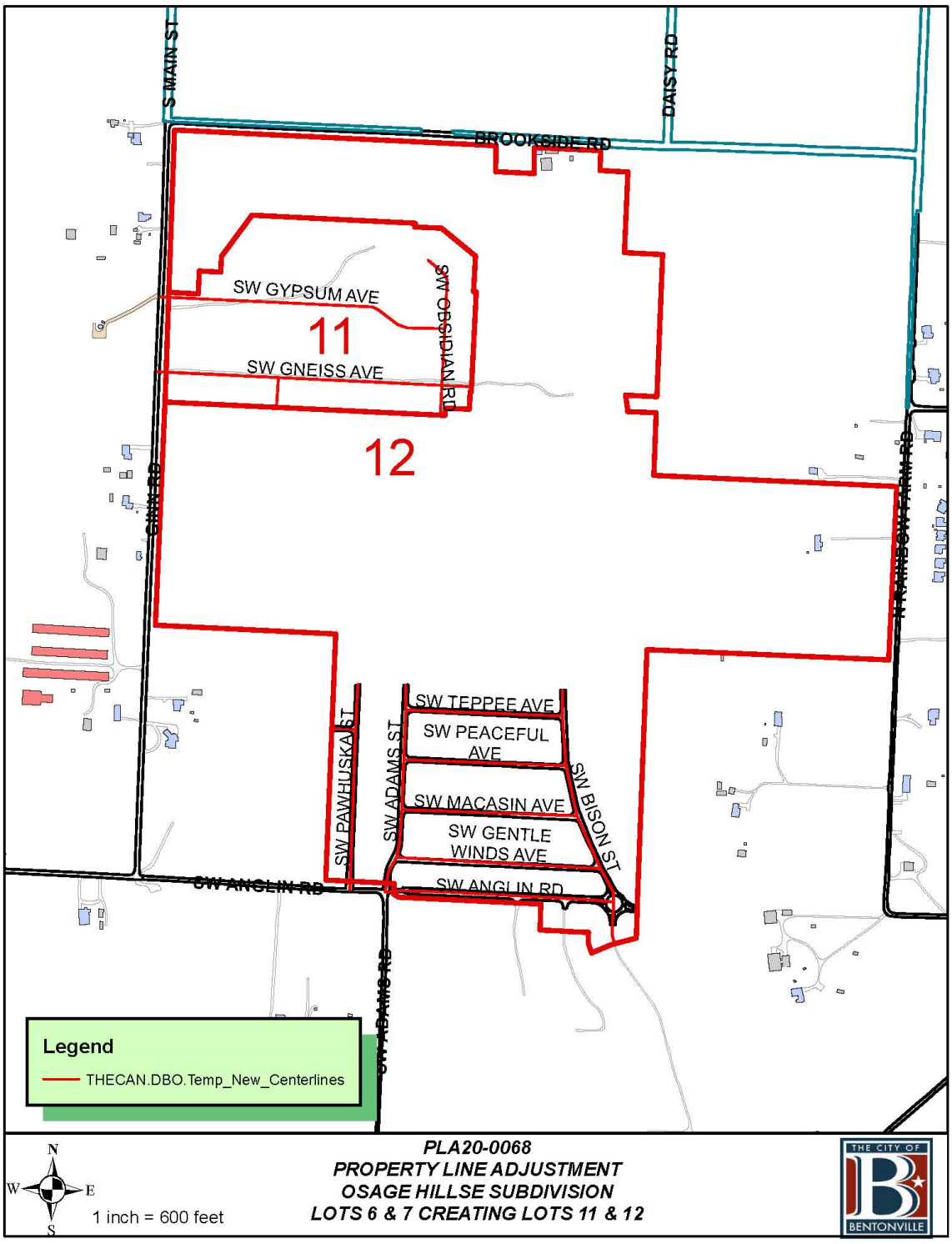
A lot split of Bentonville Plaza Addition Lot 11 creating new Lot 14, (+/- 1.84 acres) and Lot 15 (+/- 3.44 acres) of Bentonville Plaza Addition. The plat dedicates various utility and access easements to serve the new lots.

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

Lot Split: Lot 28, Huffman's Addition, Stratford Assets, LLC, 502 NW 3rd Street, DN-1, Downtown Low-Density Residential, *LS21-0015*

A Lot Split of a part of Lot 1 of Huffman's Addition, creating new Lot 28 (+/- .26 acres). The plat dedicates right-of-way along NW 3rd Street and Lefors Street to meet the requirements of the Master Street Plan. The plat dedicates five-feet of utility easement along all street frontages.

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


S MAIN ST
DAISY RD
BROOKSIDE RD
SW GYPSUM AVE
SW OBSIDIAN RD
11
SW GNEISS AVE
12
SW TEPPEE AVE
SW PEACEFUL AVE
SW MACASIN AVE
SW GENTLE WINDS AVE
SW ANGLIN RD
SW PAWHUSKA ST
SW ADAMS ST
SW BISON ST
Legend
THECAN.DBO.Temp_New_Centerlines
N
W
E
S
1 inch = 600 feet
PLA20-0068
PROPERTY LINE ADJUSTMENT
OSAGE HILLSE SUBDIVISION
LOTS 6 & 7 CREATING LOTS 11 & 12
THE CITY OF BENTONVILLE

7

PROPERTY LINE ADJUSTMENT PLAT OF LOT 6 AND LOT 7 OF OSAGE HILLS SUBDIVISION CREATING LOT 11 AND LOT 12

DESCRIPTION PARENT:

LOT 6 AND LOT 7 OF OSAGE HILLS SUBDIVISION, AS PER PLAT RECORD L202022257 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.

DESCRIPTION LOT 11:

LOT 6 AND PART OF LOT 7 OF OSAGE HILLS SUBDIVISION, AS PER PLAT RECORD L202022257 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE NORTH LINE THEREOF THE FOLLOWING THREE COURSES:
THENCE S87°15'55"E 154.24 FEET;
THENCE N02°44'05"E 123.00 FEET;
THENCE S87°15'55"E 111.58 FEET;
THENCE LEAVING SAID NORTH LINE N02°44'05"E 80.79 FEET;
THENCE N39°46'46"E 289.20 FEET;
THENCE S87°15'55"E 653.75 FEET;
THENCE S02°44'05"W 20.00 FEET TO THE NORTH LINE OF LOT 8 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG SAID NORTH LINE S87°15'55"E 136.60 FEET;
THENCE ALONG SAID NORTH LINE S50°29'36"E 230.21 FEET TO THE NORTHEAST CORNER OF LOT 8 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°44'05"W 186.04 FEET;
THENCE S87°15'55"E 13.01 FEET;
THENCE S02°44'05"W 523.25 FEET;
THENCE N87°15'55"W 7.00 FEET;
THENCE S02°44'05"W 82.00 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF THE FOLLOWING THREE COURSES:
THENCE N87°15'55"W 138.01 FEET;
THENCE S02°44'05"W 38.00 FEET;
THENCE N87°16'04"W 1498.15 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE WEST LINE THEREOF N02°22'47"E 148.77 FEET;
THENCE ALONG SAID WEST LINE N02°00'07"E 423.72 FEET TO THE POINT OF BEGINNING, CONTAINING 33.41 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

DESCRIPTION LOT 12:

PART OF LOT 7 OF OSAGE HILLS SUBDIVISION, AS PER PLAT RECORD L202022287 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE WEST LINE OF LOT 7 OF SAID OSAGE HILLS SUBDIVISION N02°00'07"E 850.57 FEET TO THE NORTHWEST CORNER OF LOT 7 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE NORTH LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S87°12'16"E 1685.61 FEET;
THENCE S00°28'43"W 136.56 FEET;
THENCE S87°15'27"E 201.12 FEET;
THENCE N00°25'43"E 136.57 FEET;
THENCE S87°13'23"E 347.46 FEET TO THE NORTHEAST CORNER OF LOT 7 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING SIXTEEN COURSES:
THENCE S02°13'20"W 103.84 FEET;
THENCE S87°17'31"E 146.00 FEET;
THENCE S02°18'34"W 422.36 FEET;
THENCE S87°13'23"E 200.00 FEET;
THENCE S02°20'13"W 745.90 FEET;
THENCE N87°16'14"W 183.23 FEET;
THENCE S07°32'02"E 86.41 FEET;
THENCE S87°38'47"E 148.59 FEET;
THENCE S02°12'43"W 329.00 FEET;
THENCE S87°28'33"E 1274.25 FEET;
THENCE S02°38'31"W 906.15 FEET;
THENCE N87°33'36"W 1287.45 FEET;
THENCE S02°10'52"W 1260.95 FEET;
THENCE S02°11'07"W 63.35 FEET;
THENCE S07°56'53"W 72.03 FEET;
THENCE S01°50'53"W 116.08 FEET TO THE SOUTHEAST CORNER OF LOT 7 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF THE FOLLOWING THIRTEEN COURSES:
THENCE S75°29'25"W 94.86 FEET;
THENCE S74°43'29"W 50.02 FEET;
THENCE S68°13'00"W 101.56 FEET;
THENCE N15°21'19"W 56.37 FEET;
THENCE N01°35'38"E 54.17 FEET;
THENCE N67°15'44"W 102.29 FEET;
THENCE N65°36'54"W 60.05 FEET;
THENCE N59°16'21"W 101.59 FEET;
THENCE N01°56'39"E 136.01 FEET;
THENCE N67°17'08"W 745.13 FEET;
THENCE N59°36'32"W 31.55 FEET;
THENCE N02°47'52"E 55.46 FEET;
THENCE N87°15'12"W 358.82 FEET TO THE SOUTHWEST CORNER OF LOT 7 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING THREE COURSES:
THENCE N02°22'57"E 1258.80 FEET;
THENCE N01°10'29"W 945.19 FEET;
THENCE N02°22'47"E 1170.42 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF THE FOLLOWING THREE COURSES:
THENCE S87°16'04"E 1498.15 FEET;
THENCE N02°44'05"E 38.00 FEET;
THENCE S87°15'59"E 126.01 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE N02°44'05"E 82.00 FEET;
THENCE S87°15'55"E 7.00 FEET;
THENCE N02°44'05"E 523.25 FEET;
THENCE N87°15'55"W 13.01 FEET;
THENCE N02°44'05"E 186.04 FEET TO THE NORTHEAST CORNER OF LOT 6 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE NORTH LINE THEREOF N50°29'36"W 230.21 FEET;
THENCE ALONG SAID NORTH LINE N87°15'55"W 136.60 FEET;
THENCE LEAVING SAID NORTH LINE N02°44'05"E 20.00 FEET;
THENCE N87°15'55"W 653.75 FEET;
THENCE S39°46'49"W 289.20 FEET;
THENCE S02°44'05"W 80.79 FEET TO THE NORTH OF LOT 6 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE COURSES:
THENCE N87°15'55"W 111.58 FEET;
THENCE S02°44'05"W 120.00 FEET;
THENCE N87°15'55"W 154.24 FEET TO THE POINT OF BEGINNING, CONTAINING 195.20 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THIS PROPERTY LIES WITHIN THE MUNICIPAL LIMITS OF BENTONVILLE, ARKANSAS.

ACCORDING TO THE CITY OF BENTONVILLE GIS WEB SITE, THIS PROPERTY IS ZONED R-2 AND R-1.

THE ADJACENT PROPERTY OWNERS NAMES SHOWN ON THIS PLAT WERE OBTAINED FROM THE BENTON COUNTY GIS WEB SITE, AND REPRESENT THE OWNER'S LISTED NAME AT THE TIME OF THIS SURVEY.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING PLAT AND NO OTHERS: PLAT RECORD L202022287.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS OR ANY OTHER FACTS WHICH MIGHT AFFECT THE PROPERTY. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR FROM EXAMINATION OF PLAT RECORD L202022287.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.

ANY UTILITY LINES, STRUCTURES OR APPURTENANCES SHOWN HEREON ARE FROM A FIELD INVESTIGATION LIMITED TO THE VISIBLE SURFACE OF THE PROPERTY SURVEYED. OTHER UTILITY LINES, STRUCTURES AND APPURTENANCES MAY BE PRESENT ON THE PROPERTY. FOR INFORMATION REGARDING SUCH ITEMS, CONTACT THE APPROPRIATE AGENCIES.

PART OF THIS PROPERTY IS IN FLOOD ZONE "A" OR "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05007C0235K, EFFECTIVE DATE JUNE 05, 2012.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAPS CITED AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

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

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

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

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

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.

BUILDING SETBACK NOTE:

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 AT 479-271-3122.

CERTIFICATE OF OWNERSHIP LOT 6

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

DATE OF EXECUTION: _____

BY: _____
BENTONVILLE HOUSING PARTNERS LIMITED PARTNERSHIP

_____
(PRINT)

SOURCE OF TITLE: DEED RECORD L202024276

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, ____
MY COMMISSION EXPIRES:

NOTARY PUBLIC_____

CERTIFICATE OF OWNERSHIP LOT 7

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

DATE OF EXECUTION: _____

BY: _____
WM 63 RE 1, LLC

_____
(PRINT)

SOURCE OF TITLE: PLAT RECORD L202022287

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, ____
MY COMMISSION EXPIRES:

NOTARY PUBLIC_____

CERTIFICATE OF OWNERSHIP LOT 7

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

DATE OF EXECUTION: _____

BY: _____
OSAGE ME HOLDINGS, LLC

_____
(PRINT)

SOURCE OF TITLE: PLAT RECORD L202022287

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, ____
MY COMMISSION EXPIRES:

NOTARY PUBLIC_____

CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED _____
MAYOR CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY

I, KEVIN J. MONTGOMERY, 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: _____

CRAFTON, TULL & ASSOCIATES, INC.
BY KEVIN J. MONTGOMERY (AGENT)

SIGNED: _____
KEVIN J. MONTGOMERY (AGENT)
REGISTERED LAND SURVEYOR
NO. 1460
STATE OF ARKANSAS

REGISTERED
STATE OF ARKANSAS
NO. 1460
SIGNATURE
KEVIN J. MONTGOMERY
PROFESSIONAL LAND SURVEYOR

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

ATLAS PAGE: 481 & 522

CITY OF BENTONVILLE PROJECT NUMBER: PLA20-0068

RECORD INFORMATION

VICINITY MAP

SEAL

LOT LINE ADJUSTMENT PLAT OF LOT 6 AND LOT 7 OF OSAGE HILLS SUBDIVISION CREATING LOT 11 AND LOT 12
BENTONVILLE ARKANSAS

PREPARED FOR:
BENTONVILLE HOUSING PRT., LP

STATE PLAT CODE:
500-19N-31W-0-19-102-04-1460

DATE: 03/16/2021
PROJECT NO.: 19.17.200
CONTACT: K.MONTGOMERY

911 NORTH BLOOMINGTON
BENTONVILLE, ARKANSAS 72712
Crafton Tull
CIVIL ENGINEERING SURVEYING PLANNING
479.464.9811 479.631.0021
www.craftontull.com

CERTIFICATE OF AUTHORIZATION
CRAFTON TULL & ASSOCIATES, INC.
No. 179

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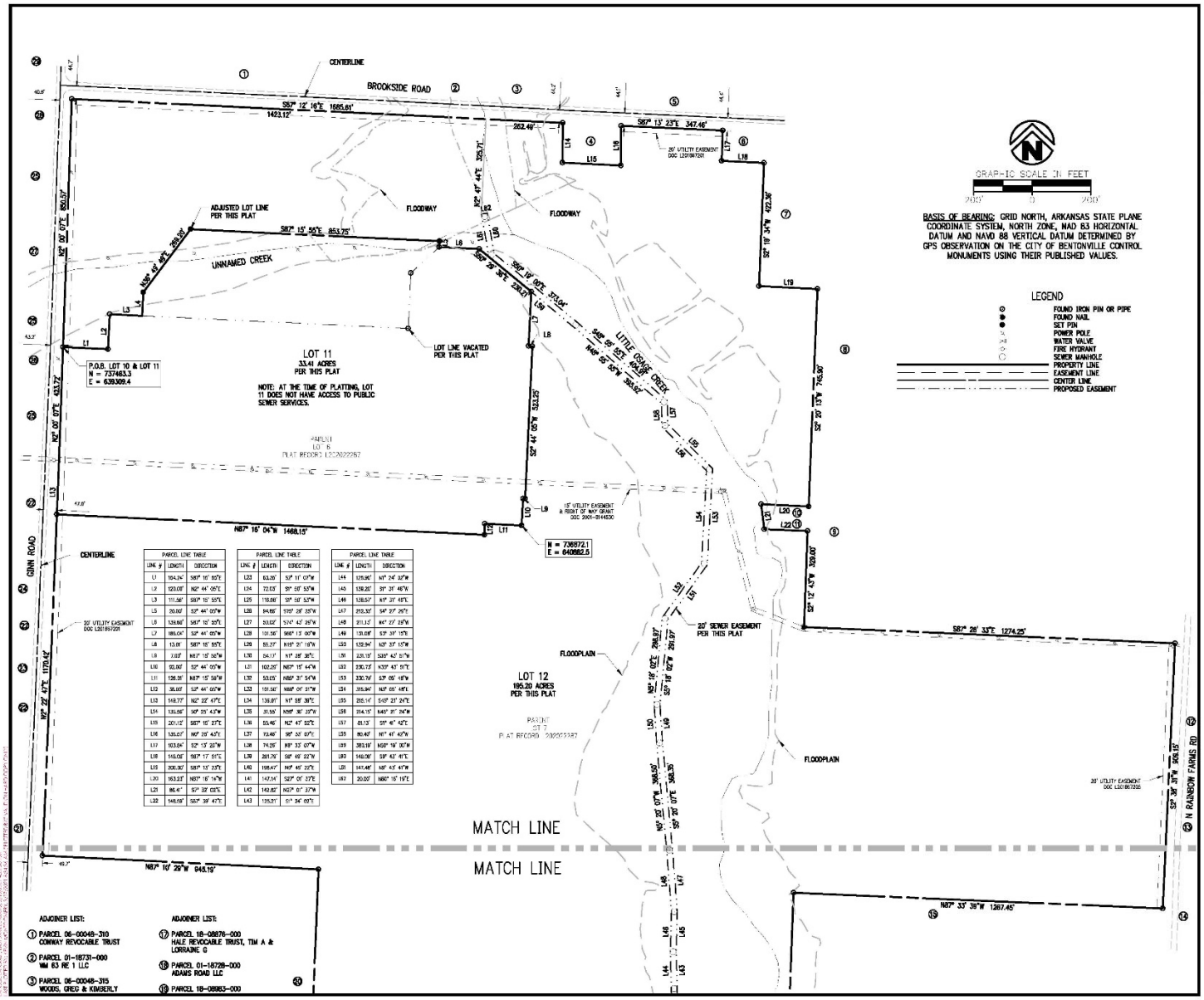
NO.	DESCRIPTION	DATE
1	REVIEW COMMENTS	02/03/2021
2	REVIEW COMMENTS	03/01/2021
3	REVISED ADD SEWER ESMT	03/16/2021

SHEET NO.:
1 OF 3



PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
L1	104.24'	S87° 15' 55"E
L2	120.00'	N2° 44' 05"E
L3	111.56'	S87° 15' 55"E
L5	20.00'	S2° 44' 05"W
L6	139.66'	S87° 15' 55"E
L7	185.04'	S2° 44' 05"W
L8	13.01'	S87° 15' 55"E
L9	7.03'	N87° 15' 55"W
L10	92.00'	S2° 44' 05"W
L11	126.35'	N87° 15' 55"W
L12	36.00'	S2° 44' 05"W
L13	148.77'	N2° 22' 47"E
L14	135.56'	N0° 25' 42"W
L15	201.12'	S87° 15' 27"E
L16	135.07'	N0° 25' 42"E
L17	103.64'	S2° 13' 20"W
L18	145.08'	S87° 17' 51"E
L19	306.30'	S87° 13' 23"E
L20	163.23'	N87° 15' 19"W
L21	86.41'	S1° 32' 08"E
L22	148.68'	S87° 39' 47"E

PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
L23	63.20'	S2° 11' 07"W
L24	72.03'	S1° 58' 53"W
L25	116.66'	S1° 58' 53"W
L26	94.66'	S15° 28' 25"W
L27	53.03'	S14° 42' 25"W
L28	131.50'	S68° 13' 00"W
L29	55.37'	N15° 21' 19"W
L30	54.17'	N1° 58' 36"E
L31	102.25'	N83° 15' 44"W
L32	53.05'	N83° 31' 54"W
L33	151.56'	N88° 01' 31"W
L34	136.81'	N1° 58' 36"E
L35	31.56'	N39° 36' 27"W
L36	65.46'	N2° 47' 52"E
L37	72.46'	S8° 33' 07"E
L38	74.25'	N9° 33' 07"W
L39	201.76'	S8° 46' 22"W
L40	198.47'	N9° 46' 22"E
L41	142.14'	S22° 01' 37"E
L42	142.82'	N22° 01' 37"W
L43	135.21'	S1° 24' 03"E

PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
L44	175.95'	N1° 24' 03"W
L45	158.25'	S1° 31' 48"W
L46	138.57'	N1° 31' 48"E
L47	213.33'	S4° 27' 26"E
L48	311.12'	N4° 27' 26"W
L49	131.08'	S3° 31' 15"E
L50	152.94'	N3° 33' 15"W
L51	235.15'	S38° 42' 51"E
L52	230.73'	N33° 42' 51"W
L53	230.76'	S3° 05' 18"W
L54	315.94'	N3° 05' 48"E
L55	215.14'	S40° 21' 24"E
L56	214.15'	N40° 21' 24"W
L57	61.13'	S1° 6' 42"E
L58	80.40'	N1° 6' 42"W
L59	203.19'	N58° 19' 00"W
L60	140.00'	S9° 42' 41"E
L61	147.46'	N8° 6' 41"W
L62	20.00'	N82° 15' 19"E

RECORD INFORMATION

VICINITY MAP

SEAL

LOT LINE ADJUSTMENT PLAT OF LOT 6 AND LOT 7 OF OSAGE HILLS SUBDIVISION CREATING LOT 11 AND LOT 12 BENTONVILLE ARKANSAS

PREPARED FOR:
BENTONVILLE HOUSING PRT., LP

STATE PLAT CODE:
500-19N-31W-0-19-102-04-1460

DATE: 03/16/2021
PROJECT NO: 19117000
CONTACT: K.MONTGOMERY

Crafton Tull

CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109

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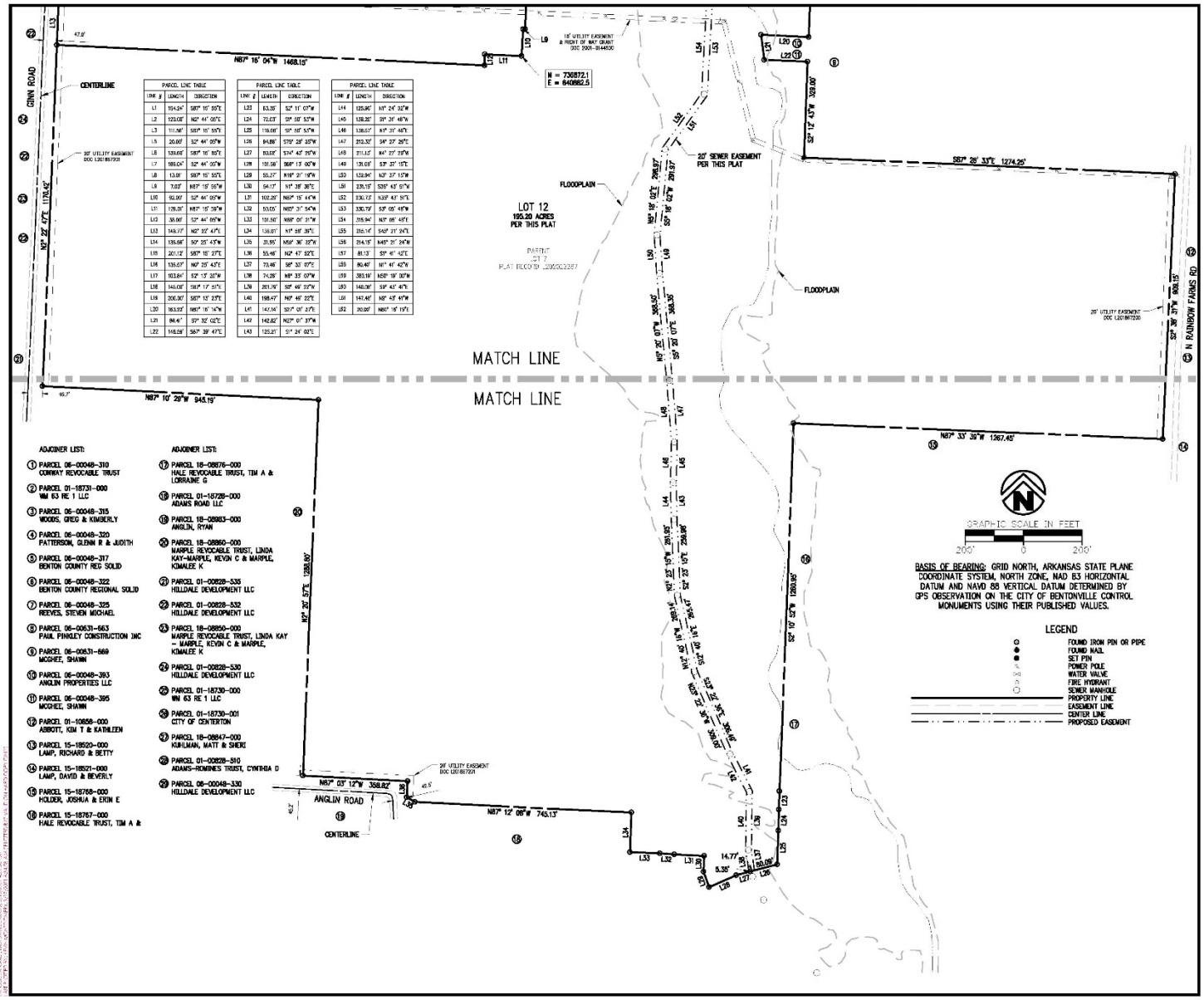
DELTA	DESCRIPTION	DATE

SHEET NO.:
2 OF 3



PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	154.24'	S87° 15' 55"E
L2	123.08'	N2° 44' 05"E
L3	111.56'	S87° 15' 55"E
L5	20.00'	S2° 44' 05"W
L6	133.65'	S87° 15' 55"E
L7	189.04'	S2° 44' 05"W
L8	13.01'	S87° 15' 55"E
L9	7.03'	N87° 15' 55"W
L10	92.00'	S2° 44' 05"W
L11	176.25'	N87° 15' 28"W
L12	38.06'	S2° 44' 05"W
L13	149.77'	N2° 22' 47"E
L14	135.58'	S0° 25' 43"W
L15	201.12'	S87° 15' 27"E
L16	135.07'	N2° 25' 43"E
L17	103.84'	S2° 15' 32"W
L18	140.08'	S87° 17' 51"E
L19	206.30'	S87° 15' 23"E
L20	163.23'	N85° 16' 16"W
L21	96.4'	S7° 32' 02"E
L22	148.58'	S67° 39' 47"E

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L23	63.35'	S2° 11' 07"W
L24	72.03'	S9° 58' 57"W
L25	116.08'	S9° 58' 57"W
L26	84.88'	S75° 28' 25"W
L27	83.03'	S74° 43' 29"W
L28	101.56'	S69° 13' 00"W
L29	55.27'	N19° 21' 19"W
L30	54.17'	N1° 38' 36"E
L31	102.25'	N65° 15' 44"W
L32	53.05'	N69° 21' 54"W
L33	101.50'	N88° 09' 21"W
L34	136.01'	N1° 38' 36"E
L35	21.95'	N59° 36' 33"W
L36	55.46'	N2° 47' 52"E
L37	70.46'	S8° 33' 07"E
L38	24.28'	N8° 33' 07"W
L39	201.76'	S8° 46' 53"W
L40	198.47'	N6° 46' 22"E
L41	147.14'	S31° 01' 27"E
L42	142.62'	N27° 01' 37"W
L43	125.21'	S1° 24' 02"E

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L44	125.96'	N1° 24' 02"W
L45	138.22'	S1° 21' 48"W
L46	138.07'	N1° 21' 48"E
L47	212.32'	S4° 27' 26"E
L48	211.12'	N4° 27' 26"W
L49	131.08'	S2° 27' 15"E
L50	132.94'	N2° 27' 15"W
L51	220.15'	S35° 43' 51"W
L52	230.73'	N35° 43' 51"E
L53	330.79'	S2° 05' 48"W
L54	315.94'	N2° 05' 48"E
L55	215.14'	S40° 21' 24"E
L56	214.15'	N40° 21' 24"W
L57	80.13'	S2° 41' 42"E
L58	80.40'	N2° 41' 42"W
L59	283.16'	N53° 18' 00"W
L60	140.26'	S3° 43' 48"E
L61	147.46'	N3° 43' 48"W
L62	20.00'	N87° 15' 19"E

ADJOINER LIST:
① PARCEL 06-00048-310 CONWAY REVOCABLE TRUST
② PARCEL 01-18731-000 WM 63 RE 1 LLC
③ PARCEL 06-00048-315 WOODS, GREG & KIMBERLY
④ PARCEL 06-00048-320 PATTERSON, GLENN R & JUDITH
⑤ PARCEL 06-00048-317 BENTON COUNTY REG SOLID
⑥ PARCEL 06-00048-322 BENTON COUNTY REGIONAL SOLID
⑦ PARCEL 06-00048-325 REEVES, STEVEN MICHAEL
⑧ PARCEL 06-00631-663 PAUL PINKLEY CONSTRUCTION INC
⑨ PARCEL 06-00631-669 MCGHEE, SHAWN
⑩ PARCEL 06-00048-393 ANGLIN PROPERTIES LLC
⑪ PARCEL 06-00048-395 MCGHEE, SHAWN
⑫ PARCEL 01-10858-000 ABBOTT, KIM T & KATHLEEN
⑬ PARCEL 15-18520-000 LAMP, RICHARD & BETTY
⑭ PARCEL 15-18521-000 LAMP, DAVID & BEVERLY
⑮ PARCEL 15-18768-000 HOLDER, JOSHUA & ERIN E
⑯ PARCEL 15-18767-000 HALE REVOCABLE TRUST, TIM A &

ADJOINER LIST:
⑰ PARCEL 18-08876-000 HALE REVOCABLE TRUST, TIM A & LORRAINE G
⑱ PARCEL 01-15728-000 ADAMS ROAD LLC
⑲ PARCEL 18-08983-000 ANGLIN, RYAN
⑳ PARCEL 18-08860-000 MARPLE REVOCABLE TRUST, LINDA KAY-MARPLE, KEVIN C & MARPLE, KIMALEE K
㉑ PARCEL 01-00828-535 HILLDALE DEVELOPMENT LLC
㉒ PARCEL 01-00828-532 HILLDALE DEVELOPMENT LLC
㉓ PARCEL 18-08850-000 MARPLE REVOCABLE TRUST, LINDA KAY - MARPLE, KEVIN C & MARPLE, KIMALEE K
㉔ PARCEL 01-00828-530 HILLDALE DEVELOPMENT LLC
㉕ PARCEL 01-18730-000 WM 63 RE 1 LLC
㉖ PARCEL 01-18730-001 CITY OF CENTERTON
㉗ PARCEL 18-08847-000 KUHLMAN, MATT & SHERI
㉘ PARCEL 01-00828-510 ADAMS-ROMINES TRUST, CYNTHIA D
㉙ PARCEL 06-00048-330 HILLDALE DEVELOPMENT LLC

BASIS OF BEARING: GRID NORTH, ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.

LEGEND

- FOUND IRON PIN OR PIPE
- FOUND NAIL
- SET PIN
- POWER POLE
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE
- PROPERTY LINE
- EASEMENT LINE
- CENTER LINE
- PROPOSED EASEMENT

RECORD INFORMATION

VICINITY MAP

SEAL

LOT LINE ADJUSTMENT PLAT OF LOT 6 AND LOT 7 OF OSAGE HILLS SUBDIVISION CREATING LOT 11 AND LOT 12 BENTONVILLE ARKANSAS

PREPARED FOR:
BENTONVILLE HOUSING PRT., LP

STATE PLAT CODE:
500-19N-31W-0-19-102-04-1460

DATE: 03/16/2021
PROJECT NO: 19112000
CONTACT: K MONTGOMERY

Crafton Tull
CRAFTON, TULL & ASSOCIATES, INC. No. 109

© 2020 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:
3 OF 3

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 11 AND 12, OSAGE HILLS SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA20-0068).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 11 and 12, Osage Hills Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on April 20, 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 11 and 12, Osage Hills Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

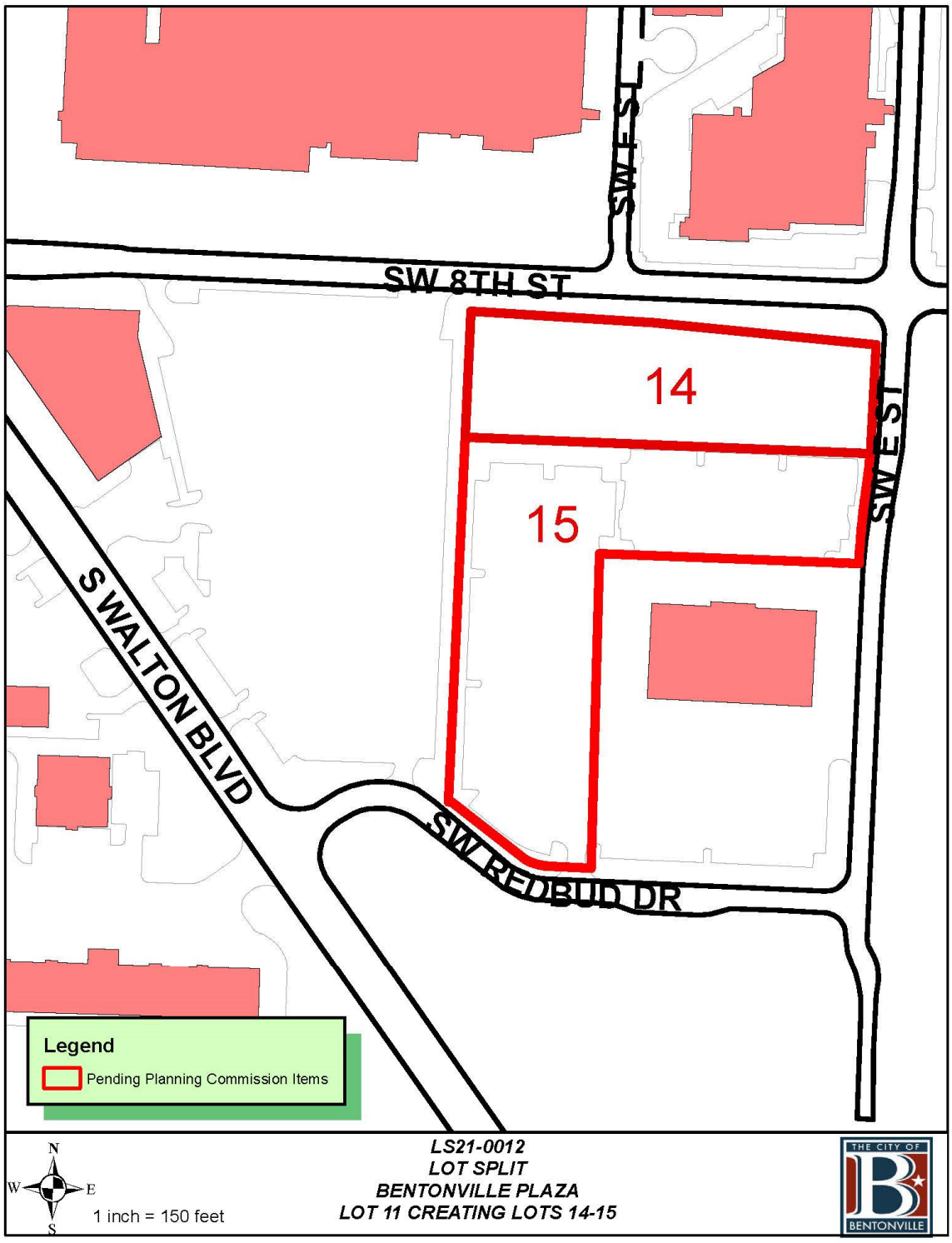
PASSED AND APPROVED this 27th day of April, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

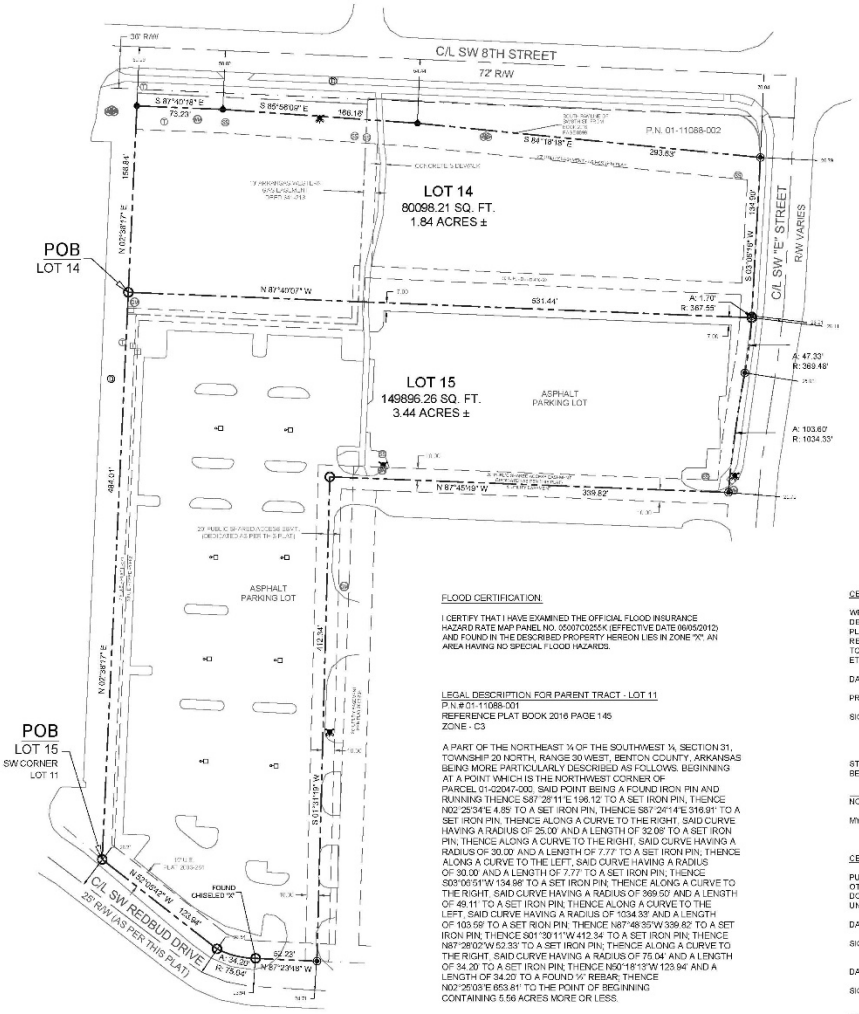
ATTEST:

_____
Kirby Romines, City Clerk


SW 8TH ST
SW E ST
14
15
SW E ST
S WALTON BLVD
SW REDBUD DR
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 150 feet
LS21-0012
LOT SPLIT
BENTONVILLE PLAZA
LOT 11 CREATING LOTS 14-15
THE CITY OF
BENTONVILLE

11

EXISTING LOT 11



LEGEND

- FOUND IRON PIN W/ CAP
- FOUND MAG NAIL
- SET 1/2" IRON PIN W/CAP, LS 1370
- DRAINAGE MANHOLE
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- TELEPHONE RISER
- TELEPHONE VAULT
- GAS METER
- LIGHT POLE SINGLE LIGHT
- PROPERTY LINE
- RIGHT-OF-WAY
- EASEMENT
- CENTERLINE

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0255K (EFFECTIVE DATE 09/05/2012) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

LEGAL DESCRIPTION FOR PARENT TRACT - LOT 11
P.N. #01-11088-001
REFERENCE PLAT BOOK 2016 PAGE 145
ZONE - C3

A PART OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼, SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS THE NORTHWEST CORNER OF PARCEL 01-02047-000; SAID POINT BEING A FOUND IRON PIN AND RUNNING THENCE S87°29'11"E 196.12' TO A SET IRON PIN; THENCE N02°25'34"E 4.85' TO A SET IRON PIN; THENCE S87°24'14"E 316.91' TO A SET IRON PIN; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00' AND A LENGTH OF 32.06' TO A SET IRON PIN; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 30.00' AND A LENGTH OF 7.77' TO A SET IRON PIN; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00' AND A LENGTH OF 7.77' TO A SET IRON PIN; THENCE S03°06'51"W 134.96' TO A SET IRON PIN; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 369.50' AND A LENGTH OF 49.11' TO A SET IRON PIN; THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1034.33' AND A LENGTH OF 103.59' TO A SET IRON PIN; THENCE N87°48'35"W 339.82' TO A SET IRON PIN; THENCE S01°30'11"W 412.34' TO A SET IRON PIN; THENCE N87°28'02"W 52.35' TO A SET IRON PIN; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 75.04' AND A LENGTH OF 34.20' TO A SET IRON PIN; THENCE N50°18'13"W 123.94' AND A LENGTH OF 34.20' TO A FOUND ½" REBAR; THENCE N02°25'03"E 663.81' TO THE POINT OF BEGINNING CONTAINING 5.56 ACRES MORE OR LESS.

LEGAL DESCRIPTION FOR NEW LOT 14 (1.84 ACRES):

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF LOT 11; THENCE NORTH 02°38'17" EAST A DISTANCE OF 494.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°38'17" EAST A DISTANCE OF 158.84 FEET; THENCE SOUTH 87°40'18" EAST A DISTANCE OF 73.23 FEET; THENCE SOUTH 85°58'09" EAST A DISTANCE OF 166.16 FEET; THENCE SOUTH 84°18'18" EAST A DISTANCE OF 293.83 FEET; THENCE SOUTH 03°06'16" WEST A DISTANCE OF 134.90 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 367.55 FEET, A CENTRAL ANGLE OF 00°15'52", AN ARC LENGTH OF 1.70 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 03°18'09" WEST, 1.70 FEET; THENCE NORTH 87°40'07" WEST A DISTANCE OF 531.44 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 80098.21 SQUARE FEET, OR 1.839 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

LEGAL DESCRIPTION FOR NEW LOT 15 (3.44 ACRES):

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF LOT 11; THENCE NORTH 02°38'17" EAST A DISTANCE OF 494.01 FEET; THENCE SOUTH 87°40'07" EAST A DISTANCE OF 531.44 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 369.48 FEET, A CENTRAL ANGLE OF 07°22'22", AN ARC LENGTH OF 47.33 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 07°06'27" WEST, 47.30 FEET; THENCE ON A REVERSE CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1034.33 FEET, A CENTRAL ANGLE OF 05°44'20", AN ARC LENGTH OF 103.60 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 07°47'04" WEST, 103.56 FEET; THENCE NORTH 87°45'49" WEST A DISTANCE OF 339.82 FEET; THENCE SOUTH 01°31'19" WEST A DISTANCE OF 412.34 FEET; THENCE NORTH 87°23'45" WEST A DISTANCE OF 52.23 FEET; THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 75.04 FEET, A CENTRAL ANGLE OF 29°08'33", AN ARC LENGTH OF 34.20 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 76°12'24" WEST, 33.90 FEET; THENCE NORTH 52°09'42" WEST A DISTANCE OF 123.94 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 149896.26 SQUARE FEET, OR 3.441 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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

DATE OF EXECUTION: _____

PRINT NAME: _____

SIGNATURE: _____

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED _____
PLANNING COMMISSION CHAIRPERSON

DATE OF EXECUTION: _____

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEY ACCURACY:

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

DATE OF EXECUTION _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1370
STATE OF ARKANSAS

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

COB PROJECT # LS21-0012

NOTES:

1. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
2. BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
3. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122
4. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
5. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
6. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE.
7. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
8. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
9. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
10. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
11. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO CONTACT THE CITY OF BENTONVILLE ENGINEERING AND TRANSPORTATION AND NOTIFY SAID DEPARTMENTS OF THE INTENT AND TYPE OF WORK THAT WILL TAKE PLACE WITHIN THE R.O.W.
12. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

CASTER & ASSOCIATES
LAND SURVEYING, INC.
2215 SE "I" Street, Suite 5
Bentonville, AR 72712
(479) 268-4464

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

SCALE: 1" = 60' | 02/26/2021

LOT SPLIT OF LOT 11
CREATING NEW LOTS 13 & 14
BENTONVILLE PLAZA

CITY OF BENTONVILLE
BENTON COUNTY, ARKANSAS

JOB #	DRAWN BY:	CHK'D BY:	PAGE
21-047	ASG	RJC	1 OF 1

12

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF BENTONVILLE PLAZA ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: (LS21-0012).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 14 and 15, Bentonville Plaza Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 20, 2021; and,

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

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

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

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

Section 1: That the lot split of Lots 14 and 15, Lots 14 and 15, Bentonville Plaza 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 lot split by certifying said acceptance on the approved lot split.

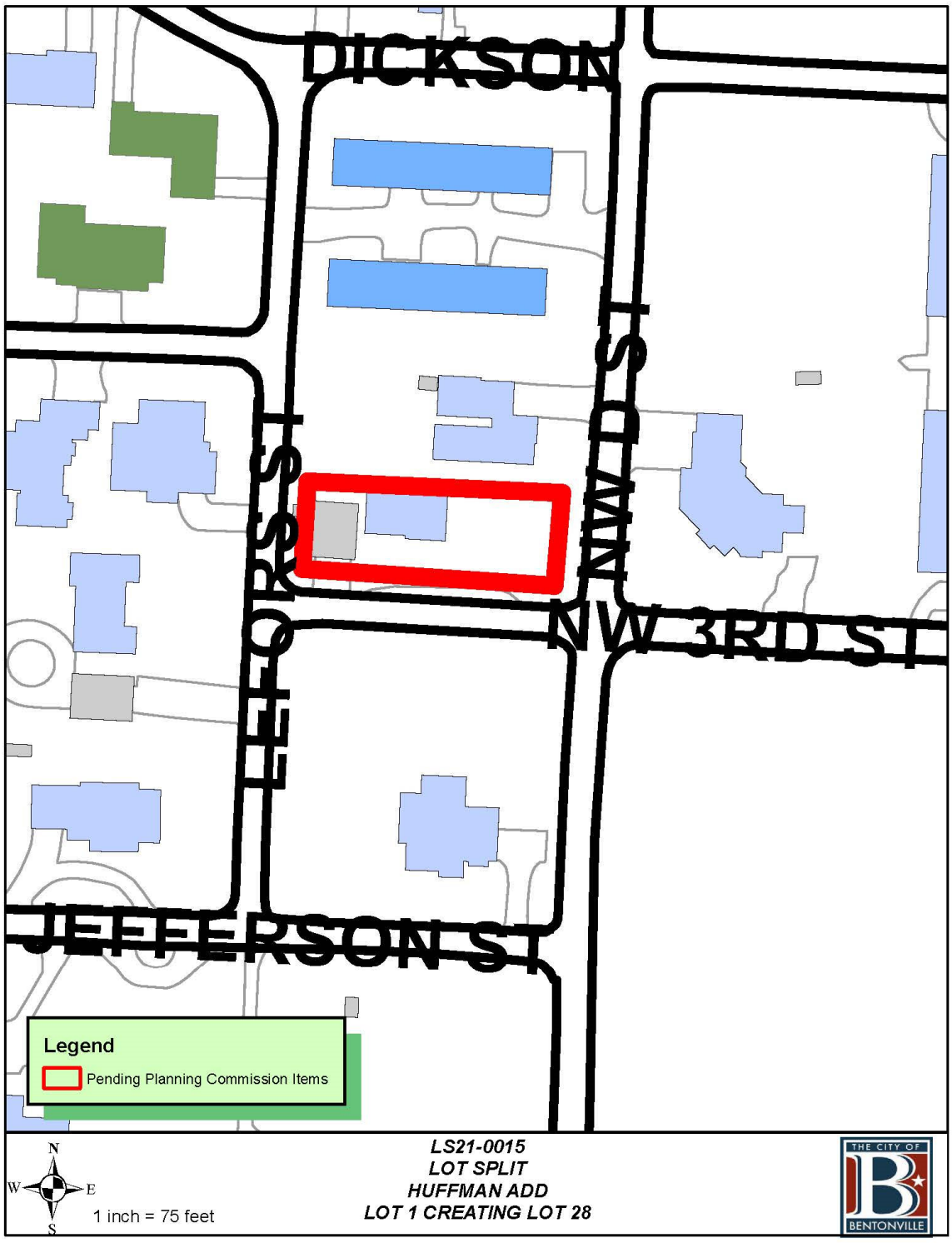
PASSED AND APPROVED this 27th day of April, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

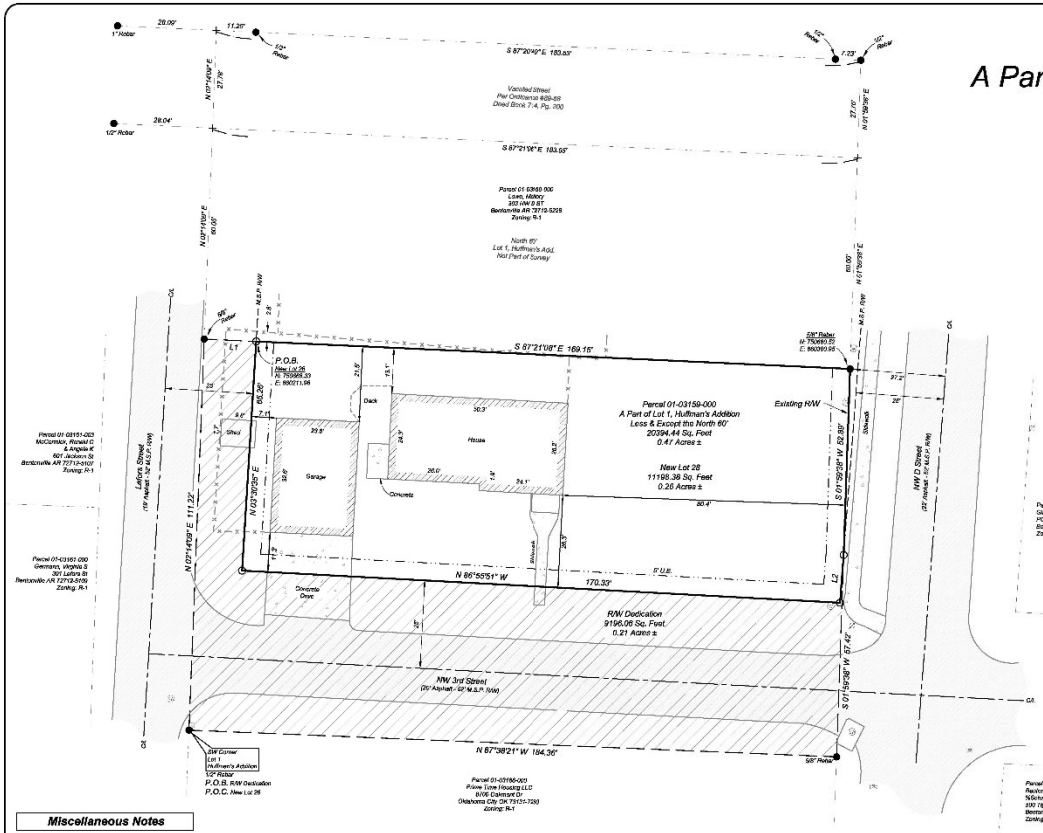
_____
Kirby Romines, City Clerk


DICKSON ST
NW 3RD ST
JEFFERSON ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 75 feet
LS21-0015
LOT SPLIT
HUFFMAN ADD
LOT 1 CREATING LOT 28
THE CITY OF
BENTONVILLE

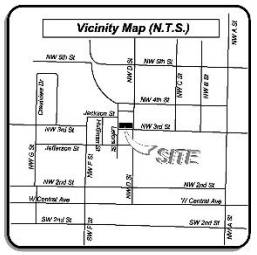
13

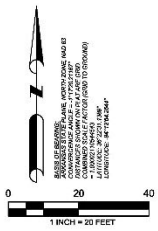
LOT SPLIT

A Part of Lot 1, Huffman's Addition
Creating Lot 28



Vicinity Map (N.T.S.)





CERTIFICATE OF OWNERSHIP

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

DATE OF EXECUTION: _____

SIGNED: _____

NAME AND ADDRESS: _____
PRINT NAME: _____
SOURCE OF TITLE: D.R. ____
PAGE ____

CERTIFICATE OF SURVEYING ACCURACY

I, _____, 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. _____

STATE OF ARKANSAS

CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION: ____

SIGNED: _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

Miscellaneous Notes

STATE RECORDING NUMBER:
500-20N-30W-0-30-310-04-1659

COMPLETED FIELD WORK:
MARCH 11, 2021

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DEED BOOK L2018 AT PAGE 55821.
2. SUBDIVISION PLAT FILED IN PLAT BOOK 2 AT PAGE 217.
3. SURVEY PLAT FILED IN PLAT BOOK 15 AT PAGE 169.

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

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

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0090J, WHICH BEARS AN EFFECTIVE DATE OF 09/28/2007 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

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

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

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

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

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

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

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

Legend of Symbols & Abbreviations

- BOUNDARY LINE
- CENTERLINE OF ROAD (CA)
- FENCE
- UTILITY EASEMENT (U.E.)
- FOUND MONUMENT AS NOTED
- SET 5/8" REBAR & CAP
- COMPUTED POINT
- POWER POLE
- WV WATER VALVE
- GM GAS METER
- SM STORM WATER
- SS SANITARY SEWER
- WM WATER METER
- M.S.P. MASTER STREET PLAN
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE

Utility Notes

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPERTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

BEFORE DIGGING IN THIS AREA, CALL "ONE CALL" 811 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES

811 Know what's below. Call before you dig

LINE	BEARING	DISTANCE
L1	S 87°21'08" E	14.75'
L2	N 04°22'09" E	13.63'

Owner/Developer

DOV GOLDSCHMIDT
711 EDGEHILL RD
MERION STATION PA 19066

Survey Description

EXISTING PARCEL 01-03159-000
LOT 1, HUFFMAN'S ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "Y" AT PAGE 529, LESS AND EXCEPT THE NORTH 60 FEET.

NEW LOT 28 (PARCEL 01-03159-000)
A PART OF LOT 1, HUFFMAN'S ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "Y" AT PAGE 529, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A SET IRON PIN WHICH IS N02°14'09"E 111.22' AND S87°21'08"E 14.75' FROM THE SW CORNER OF SAID LOT 1, AND RUNNING THENCE S87°21'08"E 169.15' TO A FOUND IRON PIN, THENCE S01°59'38"W 52.89' TO A SET IRON PIN, THENCE S04°22'09"W 13.63' TO A SET IRON PIN, THENCE N86°55'51"W 170.33' TO A SET IRON PIN, THENCE N03°30'35"E 65.26' TO THE POINT OF BEGINNING. CONTAINING 0.26 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

RIGHT-OF-WAY DEDICATION
A PART OF LOT 1, HUFFMAN'S ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "Y" AT PAGE 529, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SW CORNER OF SAID LOT 1, AND RUNNING THENCE N02°14'09"E 111.22', THENCE S87°21'08"E 14.75', THENCE S03°30'35"W 65.26', THENCE S86°55'51"E 170.33', THENCE N04°22'09"E 13.63', THENCE S01°59'38"W 67.42', THENCE N87°38'21"W 184.36' TO THE POINT OF BEGINNING. CONTAINING 0.21 ACRES MORE OR LESS.

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 11th DAY OF MARCH, 2021

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

REGISTERED — STATE OF ARKANSAS — 16 — CAGNEY — LAND SURVEYOR

PRELIMINARY — NOT FOR CONSTRUCTION OR RECORDING

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

DATE	REVISION
4-5-21	PER CITY COMMENTS

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

DRAWN BY & DATE	STEPPED BY:	CHECKED BY:
M.B. 03-11-2021	W.L.	R.S.

COUNTY & STATE: BENTON COUNTY, ARKANSAS
JOB NUMBER: 21-0959

LOCATION: HUFFMAN'S ADDITION

FOR TRUSTEE AND BENEFIT OF:
DOV GOLDSCHMIT

LS21-0015

14

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF HUFFMAN'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: (LS21-0015).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lot 28, Huffman's Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on April 20, 2021; and,

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

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

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

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

Section 1: That the lot split of Lot 28, Huffman's 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 lot split by certifying said acceptance on the approved lot split.

PASSED AND APPROVED this 27th day of April, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☑ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

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

Appointment of Allyson Esposito to fill the vacancy in Position 5 on the Public Art Advisory Committee (PAAC). The position was vacated by Allison Glenn who relocated outside of Bentonville. Ms. Esposito has 15 years of experience in the field of art and is the Executive Director of the Creative Arkansas Community Hub & Exchange (CACHE). Her first term, completing the unfulfilled term of Position 5, will expire on Oct. 31, 2023.

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

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

MEMO

To:	City Council Members and City Clerk
From:	Stephanie Orman, Mayor
CC date:	April 27, 2021
RE:	**Appointment of Allyson Esposito to the PAAC**

I recommend Allyson Esposito for appointment to the Public Art Advisory Committee (PAAC) to fulfill the unexpired term of Position 5 vacated by Allison Glenn.

This will be a first term, completing the unfulfilled term of Position 5, which will expire on October 31, 2023.

SO

Stephanie Orman

Boards and Commissions Application Form

Applicant Information	
First Name	Allyson
Last Name	Esposito
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	
Length of Bentonville Residency	1.5 years
Employer	NWA Council
Occupation	Executive Director, Creative Arkansas Community Hub & Exchange
Business Phone	N/A

(Section Break)

References
Please provide 2 references

Name	Kara Elliot Ortega
Email Address	[redacted]
Address	
City	Boston
State	MA
Zip Code	02201

Phone Number	[redacted]
Name	Kate Gilbert
Email Address	[redacted]
Address	
City	Boston
State	MA
Zip Code	02111
Phone Number	[redacted]
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Public Art Advisory Committee
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I'm a life-long performing artist, with a professional career spanning 20 years in Nashville, Chicago, and Boston. Separately, I am an attorney who has worked in many leadership capacities in the arts over the last 15 years focused on grantmaking, cultural policy, arts administration, systems building, etc. I am passionate about artists and creating more opportunities for their growth and continued contribution of ideas to our changing society. Specifically, while the Director of Cultural Grantmaking for the City of Chicago's Department of Cultural Affairs and Special Events (2012 – 2015), I worked closely with 100+ arts professionals on staff/appointed by the new Mayor Emmanuel leading the creation of new systems and support for the city's many artists and arts projects. I designed new grant programs in support of local artists, and had many grantees who I worked with closely as they executed on projects in the public realm. I led public proceses for the selection of these grantees out of 1,000s of applicants, and then partnered with DCASE's public

art office to support grantees with skill development, permitting, licensing, and maintenance plan provision.

While in Boston as Senior Director of Arts & Culture for the Boston Foundation, I was responsible for designing and implementing all new areas of giving and focus. After significant analysis, data gathering, and community engagement, we landed on three areas, one of which was the expansion and development of the field of public art in the City. In this role, I specifically:

1. Partnered with the City of Boston's (at the time new) Mayor's Office of Arts and Culture to develop a percent for art program on behalf of the city, 1% of all city construction projects committed to public art
2.Partnered with the regional entity, the New England Foundation for the Arts, to design and launch Creative City, a program which funded 10 artists per year with 10 community-based orgs + social justice agencies to execute on large scale projects in the public realm
3.Stood up Now + There with its leader Kate Gilbert, to curate 3-6 mid-scale, temporary, traveling, participatory art projects per year along with a public art accelerator program for local artists
4. In partnership with national public art funding entity VIA, stood up a Boston-based fund for public art aggregating resources from 25 local funders (most of them donors at the Boston Foundation) to support public art in the city, and subsequently funded a portfolio of 10 entities annually to design and execute on large-scale public art projects/programs (Rose Kennedy Greenway, Emerald Necklace Conservancy, Now + There, Dudley Square Neighborhood Initiative, etc)
5. Helped to build community engagement plans, city will, and an RFP process for the Hank Willis Thomas MLK sculpture in the Boston Common – the first non-white, non-old school bronze sculpture in the center of the city
6. Finalized a large-scale creative placemaking + public art initiative in Boston's most underserved, BIPOC communities, oriented around equitable transit, in partnership with ArtPlace America, the Kresge Foundation, and others.
7. With Philip Barash + Harvard School of Design, stood up the Place Leadership Initiative to empower leading entities in communities across Boston to collaborate to re-design their public spaces with equity as the driver

2. Why would you like to be considered for appointment to this commission or board?	As the leader of our regional arts and culture arts service org, CACHE, I have developed deep knowledge about our local systems, policies, structures, artists and creative economy. I aim in that role to elevate Northwest Arkansas as a leading region of arts, culture, and creativity — an inclusive, inspiring and equitable ecosystem of diverse artists, businesses, nonprofits, and communities. I am excited about the opportunity to discover the hidden assets and the greatest challenges for communities, artists, organizations and institutions in the region. I believe that my current work, combined with my past multi-sector experience, can directly benefit the people that call the dynamic, rapidly developing city of Northwest Arkansas home.
3. What do you hope to be able to contribute?	In this role, I would hope to: 1. Connect local artists across the regional to Bentonville 2. Stand up a regional public art shop to address the demand for high quality public art of all kinds 3. Advocate for an expanded definition of public art – to think beyond the mural to art forms of all kinds, and a need to leverage public art to inspire communities to come together in public spaces that feel welcoming for all 4. Connect what we are building in cities across the region through cultural planning + development of City arts policies and programming to Bentonville 5. Connect national expertise + best practices + nationally working artists to the region
(Section Break)	
Qualifications for Serving *Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.*	
I have read the above qualifications to serve on a city commission or board.	Yes
(Section Break)	
Restrictions on Appointees *Please read the Restrictions on Appointees provided below. Then type in your*	

name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees	Allyson Esposito
Date	4/2/2021

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☑ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

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

Appointment of Kaitlin Garcia-Maestas to fill the vacancy in Position 6 on the Public Art Advisory Committee (PAAC). The position was vacated by Lauren Haynes who is relocating outside of Bentonville. Ms. Garcia-Maestas is a curator at The Momentary who has been involved in over a dozen large-scale public art projects. Her first term, completing the unfulfilled term of Position 6, will expire on Oct. 31, 2023.

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

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

MEMO

To:	City Council Members and City Clerk
From:	Stephanie Orman, Mayor
CC date:	April 27, 2021
RE:	**Appointment of Kaitlin Garcia-Maestas to the PAAC**

I recommend Kaitlin Garcia-Maestas for appointment to the Public Art Advisory Committee (PAAC) to fulfill the unexpired term of Position 6 vacated by Allison Glenn.

This will be a first term, completing the unfulfilled term of Position 6, which will expire on October 31, 2023.

SO
Stephanie Orman

APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name Kaitlin Maestas

If married, spouse's name

Home Address [redacted]

City Bentonville Zip Code 72712

Home/Cell Phone [redacted]

Business Phone

Email Address [redacted]

Occupation Curator

Employer The Momentary

Length of Residency in Bentonville 1.5 years

REFERENCES

Name Lieven Bertels

Phone [redacted]

Email

Name Lauren Haynes

Phone [redacted]

Email

Please select all commissions / boards for which you would like to be considered:

- [ ] Advertising & Promotion Commissions
- [ ] Airport Advisory Board
- [ ] Bentonville Facility Board
- [ ] Board of Adjustment
- [ ] Bentonville House Authority
- [ ] Criminal Nuisance Abatement Board
- [ ] Library Advisory Board
- [ ] NACA Board
- [ ] Ozark Regional Transit Authority (Bville representative)
- [ ] Parks & Recreation Advisory Board
- [ ] Planning Commission
- [x] Public Art Advisory Committee
- [ ] Tree & Landscape Advisory Committee
- [ ] Utility Board

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

See attached

2. Why would you like to be considered for appointment to this commission or board?

See attached

Application for Public Art Advisory Committee – Kaitlin Garcia-Maestas

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

As an arts professional for nearly a decade, I've had the great fortune of realizing over a dozen large-scale public art projects in the United States and Mexico. In my current role as the Assistant Curator of Visual Art at the Momentary, I organize exhibitions and artist-driven projects throughout the Momentary's campus. In 2020, I developed the first iteration of the Momentary's outdoor art program, organizing projects with artists such as Iván Navarro, Tavares Strachan, Yayoi Kusama, and Gabriella Sanchez, among others. Recently, I curated and opened *Diana Al-Hadid: Ash in the Trade Winds*, which is the first solo exhibition of an Islamic-American artist at Crystal Bridges and the Momentary.

Prior to joining the Momentary's team, I served as the curatorial assistant of modern and contemporary art at the Denver Art Museum, where I worked on several major exhibitions and public art projects, including the installation and de-installation of monumental sculptures by artists like Mark di Suvero, Edgar Heap of Birds, Lawrence Weiner, and Red Grooms, among others. In 2014, I co-founded the Ambassadors Artist Residency Program and facilitated the installation of four public artworks in Denver and Mexico City.

2. Why would you like to be considered for appointment to this commission or board?

Since moving to Bentonville, I've been invited to propose several regional public art projects to OZ Art and Runway. With each proposal, I've gained greater insight into how public art can bolster the cultural landscape of our community. As a proud resident of Bentonville, I would love the opportunity to help shape the future of public art in this region. I believe the art we display fundamentally shapes the way we experience our community, and the way we see ourselves as a city. As someone who is personally and professionally invested in the cultural value of public art, I'm hopeful that my unique world view might offer a new perspective to the Public Art Advisory Committee. Beyond my professional expertise, I'm personally excited to connect with committee members, hear new perspectives, and expand my understanding of what's possible in this region.

Restrictions on Appointees

By signing below, applicants confirm their awareness that persons appointed to offices of the city are bound by the following rules:

1. It is unlawful to use or attempt to use a city position to gain special privileges or exemptions for yourself, family members, or others in a substantial financial relationship. A.C.A. § 21-8-304(a).

2. It is unlawful to accept employment or engage in public or professional conduct that would require or induce you to disclose confidential city information. A.C.A. § 21-8-304(b).

3. It is unlawful to use information gained by virtue of public service for personal gain or benefit. A.C.A. § 21-8-304(b).

4. It is unlawful to accept a gift or compensation, as defined by law, other than the income and benefits provided by the city, for the performance of the duties and responsibilities of your position. A.C.A. § 21-8-801(a).

5. It is unlawful to be interested, directly or indirectly, in the profits of any contract with the city unless disclosed and permitted by city council. A.C.A. § 14-42-107(b).

6. It is unlawful to receive or furnish utility services unless payment is made according to the usual and regular rates, and in the same manner as the general public. A.C.A. 14-42-108.

7. No person may serve as an officer of the city who has been convicted of a felony offense, or a misdemeanor offense that meets the following definitions:

    a. Embezzlement of public money,

    b. Bribery,

    c. Forgery,

    d. Abuse of office,

    e. Tampering, or

    f. An offense involving deceit, fraud, or false statement, including without limitation a misdemeanor offense related to the election process.

Signature: [redacted]

Date 6/12/2020

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Electric**
Submitted by	**Travis Matlock**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type*)

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

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

Bid award for the On-Call overhead electric construction services to BBC Electrical Services, Inc. per the attached bid tab. Approved by the Utility Board 5-0.

Estimated Cost	**n/a**
Is this Item Budgeted?	☐ Yes ☑ No

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

BBC will be used as "on-call" contracting services and is not specically budgeted as a line item. The costs will be absorbed into other capital accounts (Overhead Primary/Underground Primary) that are used for electric infrastructure construction. BBC will be installing/maintaining electric infrastructure benefiting developments and/or Bentonville rate payers.

M E M O R A N D U M

DATE: April 27, 2021

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Bid Award – Outside Contracting Services**

Electric Dept. staff recommends awarding the bid for outside contracting services for OH electric infrastructure to BBC Electric Services, Inc. per the attached bid tab.

As BEUD continues to see increase development, the OH extension/maintenance continues to increase and BEUD crews are stretched thin. The award of this contract will allow BEUD to outsource some of the OH work to try and reduce this queue. BBC will not be working every day, but will work in a couple of 2-3 month time frame on specific projects that BEUD has prepared.

This will be paid out of BEUD's capital account as the work progresses.

BBC was the only bidder to submit.

CITY OF BENTONVILLE

BID OPENING TABULATION SHEET

IFB-21-21 GENERAL OVERHEAD ELECTRIC CONTRUCTION

TUESDAY, MARCH 30, 2021 @ 1:30 PM

BIDDER NAME	ADDENDUM 1	APPENDIX A	INS.	TOTAL BID PRICE
BBC ELECTRICAL SERVICES, INC.	x	x	x	$ 1,484.66

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: BBC Electrical Services, Inc **Phone Number:** 417-206-4047

Business Address (Full Street/City/State/Zip): 5467 Hwy 43, Joplin, MO 64804

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

Name of Contact Person: Reed Miller **Email:** rmiller@bbcelectrical.com

Signature of Authorized Person: [redacted] **Date:** 3-30-21

Printed or Typed Name: Reed Miller **Title:** VP

Arkansas Contractors License Number: 0205440521 **(Not required unless specified)**

Sales or Use Tax ID Number: 71-0889613

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

[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

!IMPORTANT! THE PURCHASING OFFICE HAS MOVED!

The City of Bentonville Purchasing Office has moved to:

City of Bentonville
Administrative Services Building
2nd Floor
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 to enter into a contract with a properly qualified, experienced, capable, applicably licensed and insured, professional contractor employing skilled craftsman that are knowledgeable and experienced in the construction, maintenance and servicing of underground and overhead electrical transmission and distribution systems, to perform general overhead electric construction services, on an as needed basis, for the City of Bentonville Electric Utilities Department (BEUD). The awarded Bidder shall provide services including, but no limited to the repair, replacement, upgrading and installation of overhead electric infrastructure. The awarded Contract will be for services as-needed for a one (1) year term, renewable annually upon mutual written consent for a total maximum term of three (3) 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.
- Appendix A: Bidder Qualifications

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 on an as-needed basis for a one (1) year term, renewable annually upon mutual written consent for a total maximum term of three (3) years.

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:

INSURANCE (CONT)

The policies of insurance required are as follows:

1) Workers' Compensation:
    a. State: Statutory
    b. Applicable Federal: Statutory
2) Comprehensive Automobile Liability and Property Damage Insurnace on all vehicles performing the work descrived herein.
3) Comprehensive or Commercial General Liability: $1,000,000.00 – Each Occurrence

SCOPE

The City of Bentonville, Arkansas is soliciting bids for a contractor to repair/replace/upgrade/install public overhead electric infrastructure for the Bentonville Electric Utility Department (BEUD).

The awarded Bidder will be responsible for working on and with overhead electric power lines per BEUD's standards and design. The awarded Contractor's crew would report to BEUD by 7:30am during normal work days to receive daily responsibilities.

All materials needed to accomplish the assigned tasks will be provided by BEUD. The awarded Bidder shall be responsible for providing all labor, tools and equipment necessary to perform the type of work described in this IFB document, including a four (4) man cew with two (2) 60' (sixty foot) bucket trucks, a digger truck, and a foreman truck to perform the work. The bucket truck shall be equipped with all necessary components to complete the work as specified, including but not limited to being equipped with a hydraulic impact wrench and hot line tools/rubber goods. The digger-derrick shall be single axle, equipped with a hydraulic tamp. The crew shall be composed of qualified journeyman lineman with the necessary training to work with the supply space; the qualified observer/apprentice shall have a minimum of four (4) years experience.

The awarded Bidder shall have the ability to provide bucket trucks large enough to work on 100' (one hundred foot) tall transmission poles with 477 wire upon request.

DELIVERY

The City of Bentonville requests that the services, as described herein, begin immediately after the date the Notice of Award is issued and the Contract is signed, according to BEUD's request. BUED shall coordinate delivery/pick-up of the material with the awarded Bider. If this schedule cannot be met, Bidder must specify the date that Bidder is available to begin service. 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 : 5-1-2021 **after the Notice of Award is issued.**

INVOICING

The awarded Bidder shall provide an invoice to the City's designated contact bi-weekly, upon the conclusion of the prior two weeks work completed, for approval.

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th Street
Bentonville, AR 72712

The City will provide payment, by check, within fourteen (14) days of receipt of an approved invoices from the Department/designated contact. 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.

(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: BBC Electrical Services, Inc.

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

✓ Yes ____ No

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

Immediate Relation includes:

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

None

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

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

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-21-21	**Solicitation Title:**	General Overhead Construction
Addendum Number:	1	**Date of Issuance:**	March 25, 2021

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated March 14, 2021.

Bidders are required to acknowledge this Addendum by including it in their Bid Submission. Failure to acknowledge this Addendum may result in rejection of the Bid Submission.

Any Amended Bidding Documents contained herein shall replace those same documents in the original Bid Packet. In the event that an Amended Required Response document (such as a Bid Pricing Sheet) is included herein, Bidders must use only the Amended Form in their Bid Submission.

This Addendum Number 1 consists of 2 page(s).

Pricing Sheet:

1.0 Addition of Foreman/Crew Leader Pricing Line

1.1 The original Pricing Sheet did not contained a pricing line for the Foreman/Crew Leader per hour price.

1.2 The IFB-21-21 Pricing Sheet has been amended to include the Foreman/Crew Leader Pricing Line. The Amended Pricing Sheet is included in this Addendum Number 1 and shall replace the Pricing Sheet in the original Bidding Documents.

[AMENDED PRICING SHEET FOLOWS]

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/08/2020

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 CA#0H64724 1-913-982-3650 IMA, Inc. (NE Kansas Division) 51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210	CONTACT NAME: Lynne Cox PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: lynne.cox@imacorp.com
INSURED BBC Electrical Services, Inc. c/o Precision Communications, Inc. 506 Industrial Road Grove, OK 74344	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ARCH INS CO — 11150 INSURER B: STARR IND & LIAB CO — 38318 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 60485330 **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: POLICY [X] PRO-JECT [X] LOC OTHER:			ZAGKB9240300	10/09/20	09/01/21	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			ZACAT9266200	10/09/20	09/01/21	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			1000586593201	10/09/20	09/01/21	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ZAWCI9442100	10/09/20	09/01/21	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

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

CERTIFICATE HOLDER

City of Bentonville Arkansas
Electric Utility Department;
c/o City Hall;
117 West Central

Bentonville, AR 72712 USA

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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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

(AMENDED – ADDENDUM NUMBER 1) PRICING SHEET

BIDDERS – USE ONLY THIS FORM FOR BID PRICING

The Total Bid Price shall include all costs to the City, including but not limited to: tax, labor, fuel, equipment and the maintenance and repair of the equipment, tools, profit, insurance, delivery and all other costs to the City. 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 rates for each line item; all rates shall include all costs to the City. The Total Bid Price is used for the comparison of bids only, the awarded Bidder will be compensated only for hours worked at the quantity of hours worked.

All invoices to the City shall identify the Line Item of the hourly cost according to this Pricing Sheet.

The Bid Award will be based on the lowest and most responsible Total Bid Price, with all factors considered including, but not limited to evaluation of Bidder's references and equipment. 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.

Line Item Number	Description	(A) Per Hour Charge Regular Weekday Work	(B) Per Hour Charge Overtime Weekday Work	(C) Per Hour Charge Saturday Work
1	Foreman/Crew Leader	$ 114.74	$ 164.72	$ 164.72
2	Journeyman Lineman	$ 105.11	$ 150.56	$ 150.56
3	Qualified Observer/Apprentice	$ 90.67	$ 129.29	$ 129.29
4	Bucket Truck 60' with Hydraulic Impact Wrench and Hot Line Tools/Rubber Goods	$ 40.00	$ 40.00	$ 40.00
5	Digger-Derrick Single Axle with Hydraulic Tamp	$ 40.00	$ 40.00	$ 40.00
6	Foreman Pick-Up Truck	$ 15.00	$ 15.00	$ 15.00
	Totals:	(A) $ 405.52	(B) $ 539.57	(C) $ 539.57
			TOTAL BID PRICE: (The Sum of the Totals for Columns A, B, C)	$ 1,484.66

[END OF ADDENDUM NUMBER 1]

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

APPENDIX A: BIDDER QUALIFICATIONS REQUIRED RESPONSE DOCUMENT

Bidders must complete this information and include this document in their Bid Submission, failure to complete this document may result in rejection of the Bid Submission. The City reserves the right to contact references and utilize the information gained in the evaluation of bids for award.

Bidders shall use the space below to provide the contact information and work summary for at least five (5) clients for whom they have completed the same or similar work for within the past five (5) years.

Company Name	Primary Contact Name	Contact Phone Number	Contact Email	Summary of Work
see attached				

BBC Electrical Services, Inc.
5467 Hwy 43 South
Joplin, MO 64804
Phone: (417) 206-4047 | Fax: (417) 206-4336
www.bbcelectrical.com

DISTRIBUTION REFERENCES

Ameren
1901 Chouteau
St. Louis, MO. 63166-6149

- *Preferred Alliance Contractor – Distribution*
- *Pole installation/replacement in energized circuits*
- *Reconductor overhead lines in energized circuits*
- *Secondary Service replacement/installation*
- *Primary underground installation and replacement.*
- *Primary underground riser and transformer terminations*
- *Recloser and Fault Indicator installation – Smart Grid*

Reference: James Route EMAIL: JRoute@ameren.com *

Evergy
1200 Main Street
Kansas City, MO. 64105

- *Pole installation/replacement in energized circuits*
- *Secondary Service Replacement*
- *Reconductor overhead lines in energized circuits*

Reference: Jeff Hillman EMAIL: Jeff.hillman@evergy.com *

White River Valley Electric Coop
2449 State Hwy 76 East
Branson, MO. 65616

- *Pole replacement/installation in energized circuits*
- *Secondary Service and Meter Pole replacement/installation*
- *Reconductor overhead primary lines in energized circuits*
- *Primary underground installation and replacement.*
- *Primary underground riser and transformer terminations*

Reference: Beau Jackson EMAIL: BJackson@WhiteRiver.org *

City Utilities of Springfield
10301 E Central Street
Springfield, MO. 65802

- *Pole replacement/installation in energized circuits*
- *Secondary Service replacement/installation*
- *Reconductor overhead primary lines in energized circuits*
- *Primary underground installation and replacement.*
- *Primary underground riser and transformer terminations*

Reference: Jeffery Freeman EMAIL: jeff.freeman@cityutilities.net *

Osage Valley Electric Coop
PO Box 470
Butler, MO. 64730

- *Pole replacement/installation in energized circuits*
- *Secondary Service and Meter Pole replacement/installation*
- *Reconductor overhead primary lines in energized circuits*
- *Primary underground installation and replacement.*
- *Primary underground riser terminations on substation exits*

Reference: Jarrod Campbell EMAIL: jcampbell@osagevalley.com *

* If a telephone number is needed, please request it from the individual at the email address shown.

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Electric**
Submitted by	**Traivs Matlock**
Phone	**479-271-5941**

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 with SWEPCO to modify the Delivery Point Agreement for the Substation E expansion associated with the WMT Campus electric improvement. Approved by the Utility Board 5-0.

Estimated Cost	**$150,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

This is an engineering estimate and not actual costs. Bentonville will only be charged the actual construction costs. Also, there is no money due up front. Actual costs will be rolled into Bentonville's monthly metering charge with SWEPCO.

M E M O R A N D U M

DATE: April 27, 2021

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Revised Substation E DPA**

Electric Dept. staff recommends entering into a revised Delivery Point Agreement (DPA) with SWEPCO for the expansion of Substation E, required for the WMT Campus electric improvements. The charges listed in the appendix of the DPA are engineering estimate and Bentonville will only be charged the actual costs of installations, with no money due up front.

With the expansion of Substation E, there will need to be changes to the metering infrastructure at the substation and changes to the month charges listed on the interconnection agreement. In order for SWEPCO to begin the engineering required for the upgrades, Bentonville and SWEPCO need to enter into this agreement.

Once the agreement is signed, BEUD's consultant (Ampirical) and SWEPCO will begin the coordination for the upgrades.

BENTONVILLE SUBSTATION E EXPANSION

DELIVERY POINT AGREEMENT

This **Delivery Point Agreement** (the "Agreement") is entered into as of _____ (the "Execution Date") between **Southwestern Electric Power Company**, a Delaware corporation ("SWEPCO") and **American Electric Power Service Corporation as agent for Southwestern Electric Power Company, as agent for City of Bentonville, Arkansas** ("Customer"). SWEPCO and Customer may be referred to individually as a "Party" and collectively as the "Parties").

RECITALS

A. SWEPCO and Customer are parties to that certain Interconnection and Local Delivery Service Agreement identified in Schedule 3.1 (as amended, the "ILDSA").

B. The Parties desire to change, upgrade, retire, or replace Delivery Point facilities or establish a new Delivery Point, as described in Schedule 3.1 (such activity being herein called the "Project"). The Project will be undertaken within the control area of the independent system operator or regional transmission organization identified in Schedule 3.1 (the "ISO/RTO" with respect to this Project).

C. The Project has previously been the subject of certain requests by Customer; directives and approvals of the ISO/RTO or regulatory authority; and/or preliminary agreements and studies. All such requests, directives, approvals, agreements, and studies are herein referred to as the "Prior Project Documentation".

D. This Agreement is a "Facilities Agreement," as defined in, and entered into pursuant to, Section 2.3 of the ILDSA. This Agreement provides for the Parties to construct the Project. This Agreement does not provide for any other services and neither SWEPCO nor Customer agrees hereunder to provide any other services.

AGREEMENTS

NOW, THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS; RULES OF CONSTRUCTION

1.1. Definitions. As used in this Agreement, terms defined in Exhibit 1.1 have the meanings set forth therein.

1.2. Rules of Construction. Unless the context of this Agreement requires otherwise, the plural includes the singular and the singular includes the plural. The words "include," "includes" and "including" are not limiting and have the inclusive meaning of "including without limitation." The words "hereof," "herein," "hereby," "hereunder" and other similar terms of this Agreement refer to this Agreement as a whole and not exclusively to any particular provision of this Agreement. All pronouns and any variations thereof will be deemed to refer to masculine, feminine, or neuter, singular, or plural, as the identity of the Person or Persons may require. Unless otherwise expressly provided, any agreement, instrument, or Applicable Law defined or referred

to herein means such agreement or instrument or Applicable Law as from time to time amended, modified, or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Applicable Law) by succession of comparable successor law and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein. A reference to a Party includes its successors and permitted assigns. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all Parties hereto, and no ambiguity shall be construed in favor of or against any Party.

2. EFFECTIVE DATE; COMMENCEMENT DATE; TERMINATION

2.1. Commencement of Work. The Parties shall become obligated to commence the Work hereunder when both the Effective Date has occurred in accordance with Section 2.2 and the Commencement Date has occurred in accordance with Section 2.3.

2.2. Effective Date. SWEPCO shall file this Agreement with the Commission after the Parties execute this Agreement, and Customer agrees to cooperate with SWEPCO and provide reasonable assistance to SWEPCO in such filing and the proceedings related thereto. This Agreement shall become effective on the date this Agreement has been accepted for filing and made effective by order of the Commission under the Federal Power Act, and the effective date of this Agreement shall be as specified in the said Commission order ("Effective Date"). However, if the Commission or any reviewing court, in such order or in any separate order, suspends this Agreement or any part thereof, institutes an investigation or proceeding under the provisions of the Federal Power Act with respect to the justness and reasonableness of the provisions of this Agreement or any other agreement referred to or contemplated by this Agreement, or imposes any condition, limitation or qualification under any of the provisions of the Federal Power Act which individually or in the aggregate are determined by SWEPCO or Customer to be adverse to it, then either SWEPCO or Customer may terminate this Agreement upon written notice to the other Party.

2.3. Commencement Date. The commencement date shall be the date on which the latest of the following events shall have occurred or been waived by the Parties ("Commencement Date"):

2.3.1. Receipt by both Parties of all necessary Governmental Approvals (in form and substance reasonably satisfactory to each of the Parties) in addition to the Governmental Approval specified in Section 2.2 hereof.

2.3.2. SWEPCO's receipt of any Security described in Section 4.2 and any replacements or increases thereto.

If, at the written request of Customer, SWEPCO waives one or more of the conditions specified in this Section 2.3 so that Work can proceed as soon as reasonably practicable after receipt of the request, SWEPCO shall be entitled to reimbursement of costs pursuant to this Agreement as if the Work had been performed only after satisfaction of the waived condition. SWEPCO shall be allowed to terminate the Work and this Agreement in the event any necessary Governmental Approvals are denied.

2.4. Term. The term of this Agreement shall commence on the Effective Date and unless earlier terminated, shall terminate sixty (60) Calendar Days following completion of all Work as provided for hereunder and satisfaction of all payment obligations of the Parties with respect to the Work.

2.5. Events of Termination. This Agreement may be terminated by the Parties as follows:

2.5.1. This Agreement may be terminated by mutual written agreement of the Parties.

2.5.2. Either Party may terminate this Agreement upon termination of the ILDSA, as provided in Section 2.7.

2.5.3. Customer may terminate this Agreement as provided in Section 3.6.1.

2.5.4. This Agreement shall terminate automatically following a suspension of the Work by Customer under the circumstances specified in Section 3.6.1.

2.5.5. Either Party may terminate this Agreement as provided in Section 2.2 and SWEPCO may terminate this Agreement as provided in Section 2.3.

2.5.6. Either Party may terminate this Agreement (a) if any Governmental Authority denies approval of any necessary or appropriate approvals for the Work; or (b) if any Governmental Authority shall have issued an order, decree, ruling, or other action restraining, enjoining, or otherwise prohibiting a Party's performance of this Agreement or its contemplated ownership or operation of the Project Facilities.

2.5.7. A Party may terminate this Agreement for default as provided in Section 7.2.

2.6. Regulatory Approval of Termination. Any termination of this Agreement as provided herein shall be subject to any necessary approval by the Commission, if applicable.

2.7. Termination of ILDSA. If the ILDSA is terminated, the Parties shall negotiate in good faith for thirty (30) Calendar Days, or such other period as the Parties may agree upon in writing, to revise this Agreement as necessary to reflect such termination. If the Parties are unable to reach agreement on such revisions by the end of such period, either Party may terminate this Agreement by written notice to the other Party.

2.8. Survival of Rights. Termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such termination, including, without limitation, payment obligations, remedies, indemnification obligations, confidentiality and any provisions of this Agreement that explicitly provide for survival after termination.

3. DEVELOPMENT OF THE PROJECT

3.1. Scope of Work. The "Work" with respect to the Project is described in Schedule 3.1 and any attachments referenced therein, and includes the provision of all design, engineering,

construction, site preparation, excavation, acquisition of land rights, labor, materials, supplies, equipment supervision, testing, acquisition of Governmental Approvals and other activities necessary or appropriate for the completion of the Project in accordance with this Agreement.

3.2. Obligations of the Parties.

3.2.1. Each Party will undertake, directly or through its Affiliates or contractors (or any combination thereof), the performance of its obligations with respect to the Work as indicated on Schedule 3.1. The Parties will exchange relevant information concerning the Project and the Work. The Project Facilities shall be designed so as to render them compatible with SWEPCO's existing transmission facilities in SWEPCO's reasonable judgment. SWEPCO shall have the right to review and approve Customer's plans and specifications and construction of the Project Facilities. No such review and approval will constitute either a waiver by SWEPCO of any provision of this Agreement or an endorsement by SWEPCO of the design or construction of the portion of the Project Facilities to be designed and constructed by Customer or a warranty or other assurance by SWEPCO of the safety, durability or reliability of such portion of the Project Facilities.

3.2.2. Each Party will perform its obligations with respect to the Work for which it is responsible consistent with the Connection Requirements, Applicable Law, applicable Governmental Approvals, Good Utility Practice, and applicable standards set out in the ILDSA. EACH PARTY HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE PERFORMANCE.

3.3. Completion and Commissioning of the Project Facilities. The Parties will use commercially reasonable efforts in accordance with the standards of performance set forth in Section 3.2.2 to have the Project Facilities ready for service by the "Projected In-Service Date" set out in Schedule 3.1 or any other date to which the Parties may subsequently agree in writing. The Projected In-Service Date will be extended to reflect any delays as a result of Force Majeure and extended to reflect any suspension of the Work as provided for and in accordance with the provisions of this Agreement. SWEPCO will control (i) timing and implementation of the final connection and energization of the circuitry for the Project Facilities, and (ii) the matters over which SWEPCO is given control in accordance with Sections 2.7 and 3.6 of the ILDSA, and in both cases Customer will reasonably cooperate with such activities.

3.4. Direct Assignment Facilities. Schedule 3.1 identifies those Project Facilities that will be considered "Direct Assignment Facilities" as defined in the AEP Tariff.

3.5. Access and Land Rights.

3.5.1. Subject to any necessary Governmental Approvals and to the superior real property rights and interests of third parties and the receipt of all necessary consents of third parties in form and substance reasonably satisfactory to each

of the Parties, a Party (the "Granting Party") will furnish to the other Party (the "Access Party") any rights of use, licenses, rights of way, and easements (including ingress and egress) with respect to lands owned or controlled by the Granting Party or any of its Affiliates to the extent necessary to enable the Access Party to perform its portion of the Work and to operate, repair, maintain, and demolish any of the Project Facilities, and to otherwise perform its obligations under this Agreement (and, with respect to the Project Facilities, the ILDSA). If any part of the Project Facilities is to be installed on property owned or under the control of third parties, Customer will at its own expense use commercially reasonable efforts in accordance with the standards of performance set forth in Section 3.2.2 to procure from such third parties property rights in form and substance reasonably acceptable to SWEPCO necessary to enable SWEPCO to perform its obligations under this Agreement. If SWEPCO specifies that a fee interest for its Project Facilities is required, Customer shall grant or shall use commercially reasonable efforts to obtain from the appropriate third party, the necessary fee interest on terms acceptable to SWEPCO and in a form consistent with SWEPCO's standard real estate purchase form.

3.5.2. Upon reasonable notice and with supervision (or, in the case of emergency, without notice or supervision but in accordance with the standards of performance set forth in Section 3.2.2), each Party is hereby given the right to enter upon the lands occupied by the other Party on a temporary basis as necessary to enable such Party to perform its obligations under this Agreement, provided that the Party making such entry shall (a) comply with safety and security procedures as specified by the Party that occupies the land and (b) shall not interfere with the operations of the Party that occupies the land.

3.5.3. Neither Party will directly or indirectly do or permit any act or omission that would give rise, with respect to any obligation of such Party or any of its Affiliates, subcontractors, or suppliers, to any lien or encumbrance on any real property interest or other property held by the other Party. A Party that becomes aware of any such lien or encumbrance on the property of the other Party shall promptly: (a) notify the other Party; and (b) at its own expense, take such action as may be necessary to duly discharge such lien or encumbrance.

3.5.4. Each Party shall be liable for any property damage and any injuries incurred by any of its employees, agents, contractors or other representatives while on property occupied by the other Party, except to the extent caused by the negligence or willful misconduct of the other Party, its Affiliates or members or its or their employees, agents, contractors or other representatives.

3.5.5. A Party shall notify the other Party immediately if that Party has knowledge that any Hazardous Materials are released on, about, under or in the immediate vicinity of the Project Facilities. A Party bringing any Hazardous Materials onto the other Party's property agrees to indemnify the other Party

against all liability or expense in any way associated with or arising from such Hazardous Materials, except to the extent that the liability arises as a result of a negligent or intentionally wrongful act or omission of the other Party.

3.5.6. Both Parties shall retain access rights to the other Party's or third party's property in accordance with Sections 3.5.1 and 3.5.2 if necessary to carry on its operations following termination of this Agreement; provided, however, upon request of a Party, the Parties shall negotiate an easement to access such Party's property.

3.5.7. Sections 3.5.3 through 3.5.6 shall survive termination of this Agreement. To the extent referenced in Section 3.5.6, Sections 3.5.1 and 3.5.2 shall also survive termination of this Agreement.

3.6. Suspension and Termination of Project Development.

3.6.1. Customer may suspend the Work or terminate this Agreement on written notice to SWEPCO, provided that any suspension (and all suspensions in the aggregate) may not exceed one (1) year or such other period as may be agreed upon by the Parties in writing, after which this Agreement shall be deemed to terminate if the Work has not been resumed.

3.6.2. At any time during a suspension of the Work in accordance with Section 3.6.1, Customer may notify SWEPCO in writing to resume the Work, subject to: (a) agreement on a revised Projected In-Service Date: (b) agreement on any revisions to the Work requested by either Party; and (c) any adjustment to the Security requested by SWEPCO to accommodate the delay.

3.6.3. Customer will pay SWEPCO, in accordance with the billing provisions of Article 4, SWEPCO's incremental costs incurred as a result of any suspension or termination pursuant to Section 3.6.1, including demobilization and remobilization costs and suspension, termination, or cancellation costs payable to third parties. This Section 3.6.3 shall survive termination of this Agreement.

3.6.4. In the event of the termination of the Project, the provisions of Sections 2.4, 2.5 and 2.6 of the ILDSA shall apply to the recovery of costs by SWEPCO in connection with such termination.

4. COSTS

4.1. Responsibility for Costs.

4.1.1. Schedule 3.1 sets forth a good faith estimate of the total cost of SWEPCO's portion of the Work and the allocation of responsibility for such costs between the Parties. Such estimate does not constitute a fixed price for or cap on any amounts that may be payable by Customer. The costs of the Work, including all costs incurred by SWEPCO for which Customer is liable, shall

be calculated in accordance with Section 3.2 (Compensation for Local Delivery Services) of the ILDSA.

4.1.2. Upon completion of the Work or termination of this Agreement, SWEPCO shall determine the total actual installed cost of SWEPCO's portion of the Work and the Direct Assignment Facilities.

4.1.3. The total actual installed cost of the Direct Assignment Facilities will be recovered through the monthly facilities charges for Direct Assignment Facilities in the ILDSA. Also, SWEPCO will invoice and Customer agrees to pay a Contribution in Aid of Construction ("CIAC") equal to the cost of the Direct Assignment Facilities plus any necessary tax treatment as described in Section 4.4 of this Agreement. The CIAC payment will be included as a credit against the monthly charges in the ILDSA. The monthly facilities charge and the CIAC credit shall be effective beginning with the month following the date that SWEPCO completes installation of the Direct Assignment Facilities. If SWEPCO is not able to determine the total actual installed cost of the Direct Assignment Facilities at the time the monthly facilities charge and the CIAC credit are effective, then SWEPCO will use the estimated cost of the facilities as shown in Schedule 3.1. As soon as the total actual installed cost is known, SWEPCO will begin billing based on the actual values and SWEPCO will true-up the amount that was billed on the estimated cost.

4.1.4. If this Agreement, or the Work hereunder, is terminated before the Project Facilities are placed in service, then in addition to (but without duplication of) costs otherwise to be borne by Customer, Customer will bear all costs theretofore, thereby, or thereafter incurred by SWEPCO with respect to the Work to the extent that such costs are not included in SWEPCO's transmission rate base. In the case of such termination, Customer shall, at its cost, also be required to clean up, and at SWEPCO's request remove, any Work it has performed on SWEPCO's property. If the Project Facilities are placed in service, but any portion of such costs are expressly found to be not includible in SWEPCO's transmission rate base, Customer will bear all such disallowed costs, except to the extent that the Project Facilities are placed in service to serve customer other than Customer.

4.1.5. In accordance with Section 5.1 of the ILDSA, SWEPCO shall invoice Customer and Customer shall reimburse SWEPCO for costs to be paid by Customer hereunder in accordance with Section 7 (Billing and Payment) of the SPP Tariff. If Customer in good faith disputes any portion of an invoice, Customer will (i) explain the basis for the dispute in writing to SWEPCO within fifteen (15) Calendar Days of the date of the invoice and (ii) without prejudice to its claim for refund of any disputed amount, pay the entire portion of the invoiced amount on or before the due date stated on the invoice. Any such disputes as to such invoices shall be resolved pursuant to Section 12 (Dispute Resolution) of the SPP Tariff, as modified by the immediately preceding sentence. If the determination of such dispute resolution process

is that SWEPCO is required to refund any portion of the disputed amount, SWEPCO shall promptly refund such amount, with interest computed in accordance with 18 C.F.R. §35.19a(a)(2).

4.2. Security.

4.2.1. Subject to Section 2.3 of the ILDSA, if SWEPCO requires Customer to provide security (the "Security") to secure Customer's performance of its payment obligations under this Agreement and under Applicable Law, Customer will, at its own expense, provide to SWEPCO Security in the form, amount and at the times consistent with the requirements of the AEP Tariff Section 11. The amount of the Security is not an estimate of the amounts that may be invoiced by SWEPCO and does not constitute a fixed price for or cap on such amounts. SWEPCO may comingle any cash held by SWEPCO as a part of the Security with any other funds under its custody or control and will have no obligation to invest funds of Customer. SWEPCO may apply the Security to pay invoices rendered by it to Customer pursuant to this Agreement. To the extent permitted by AEP Tariff Section 11, SWEPCO may by written notice to Customer require Customer to increase, replenish, or replace the Security from time to time. Customer will tender any such increase, replenishment, or replacement to SWEPCO within thirty (30) Calendar Days of such notice. No forbearance or delay on the part of SWEPCO in requiring an increase, replenishment, or replacement of the Security will be a waiver of its right to do so.

4.2.2. SWEPCO will release or refund to Customer the Security on the earlier of (i) sixty (60) Calendar Days following the completion by SWEPCO of its final cost accounting for the Work following termination of this Agreement, and (ii) thirty (30) Calendar Days following the date on which SWEPCO receives written notice and has verified that the Project Facilities have been placed in service. Notwithstanding the foregoing, SWEPCO may retain such portions of the Security as necessary to pay any then unpaid invoices. Any refund of a cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the appropriate state utility regulatory authority.

4.3. Information Concerning Costs. Customer shall have the right to review and audit information concerning costs as provided pursuant to the last paragraph of Section 5.1 of the ILDSA, subject to the following three sentences. Any review or audit of SWEPCO accounts and records permitted by Section 5.1 of the ILDSA shall be conducted by Customer during regular business hours at the applicable SWEPCO office(s). Customer will have the right to examine the records upon reasonable advance written notice within twenty four (24) months after the final invoice is issued following completion of the Work and at mutually agreed times. Information obtained by Customer from SWEPCO pursuant to this section shall be considered Confidential Information of SWEPCO subject to the confidentiality provisions of Article 8 of this Agreement regardless of whether such information is marked as confidential.

4.4. Tax Treatment of Costs. The applicable provisions of the ILDSA will control the Parties' tax treatment of the costs of the Work under this Agreement. All amounts invoiced under this Agreement, except for the monthly facilities charge described in Section 4.1.3, will be treated when invoiced as a Contribution in Aid of Construction ("CIAC") for tax purposes. Any reimbursement for the tax effects of such CIAC to which SWEPCO may be entitled may be included in the invoice for such costs or separately invoiced.

4.5. Survival. The provisions of this Article 4 shall survive termination of this Agreement.

5. INDEMNIFICATION

5.1. Indemnification. Each Party (an "Indemnifying Party") will be liable to and will indemnify the other Party, its Affiliates and members, and its and their respective officers, employees, and agents (each an "Indemnified Person") for any claims for personal injuries suffered by third parties or damage to a third party's tangible property, reasonable attorney fees and other costs and expenses of defense, and (with the approval of the Indemnifying Party) costs and expenses of settlement, in each case incurred by the Indemnified Person, arising in connection with the performance by the Indemnifying Party of its obligations under this Agreement, to the extent such injuries or damage are caused by the negligence, gross negligence, strict liability in tort, or willful misconduct of the Indemnifying Party, its Affiliates or members, or its or their officers, directors, employees, agents, consultants or contractors. If such third party personal injury or property damage is caused by the joint or concurrent negligence, gross negligence, strict liability in tort, or willful misconduct of the Parties or their Affiliates or members or its or their respective officers, directors, employees, agents, consultants or contractors, each Party will bear the loss in proportion to the degree the negligence, gross negligence, strict liability in tort or willful misconduct of such Party or its Affiliates or members, or its or their respective officers, directors, employees, agents, consultants or contractors contributed to such third party personal injury or property damage, and will indemnify the other Party, its Affiliates and members and its or their respective officers, employees and agents, to such extent. If the third party is not entitled to recover damages under Indemnified Party's retail tariffs, customer agreements or other contractual arrangements, then the Indemnifying Party likewise shall not be liable for damages under such retail tariffs, customer agreements or contractual arrangements.

Each Indemnified Person must provide prompt notice of any claim for which it seeks indemnity under this provision and cooperate in the defense of such claim. Without the consent of the applicable Indemnified Person, an Indemnifying Party may not settle any such claim for any relief (other than monetary damages) or any claim in the nature of regulatory or similar legal enforcement action by a Governmental Authority.

Nothing contained herein shall constitute a waiver of the City of Bentonville's tort immunity or any other immunity to which it may be entitled by law.

5.2. Non-Exclusive. The indemnification provided by this Article 5 shall be in addition to any other rights to which an Indemnified Person may be entitled under any agreement, as a matter of law or otherwise, and shall continue as to an Indemnified Person who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnified Person.

5.3. Survival. The provisions of this Article 5 shall survive the termination of this Agreement.

6. FORCE MAJEURE

6.1. Effect of Force Majeure. In the event that either Party is rendered unable by reason of an event of Force Majeure occurring or arising without the fault or negligence of such Party, to perform, wholly or in part, any obligation or commitment set forth in this Agreement, then the affected obligations of such Party (except for the obligation to pay sums of money owing hereunder for periods prior to the event of Force Majeure) shall be suspended to the extent of such Force Majeure condition, and such Party shall not be deemed to be in default of this Agreement, for the period of such Force Majeure condition, provided that (i) the suspension of the performance shall be of no greater scope and of no longer duration than is required to remedy the effect of the Force Majeure event, and (ii) the affected Party shall use diligent efforts to remedy its inability to perform. A Party's lack of funds shall not be an event of Force Majeure. An adjustment shall be made to the Projected In-Service Date as the result of an event of Force Majeure in accordance with Section 3.3 hereof.

6.2. Notification. In the event of the occurrence of an event of Force Majeure, which prevents a Party from performing its obligations hereunder, such Party shall notify the other Party of such Force Majeure, in writing or by telephone as soon as reasonably possible after the determination that event of Force Majeure has occurred, but in any event within seven (7) Calendar Days thereafter (telephone notices to be confirmed in writing as soon as reasonably possible).

6.3. Labor Disputes. Neither Party will be required by this Agreement to settle any strike, walkout, lockout, or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood that the settlement of strikes, walkouts, lockouts, or other labor disputes will be at the sole discretion of the Party having the difficulty.

7. DEFAULT AND REMEDIES

7.1. Events of Default. An "Event of Default" will exist:

7.1.1. As to Customer upon Customer's failure to promptly pay any amount due hereunder (including a payment to increase or replenish a cash deposit provided as Security) within ten (10) Calendar Days following written notice of delinquency;

7.1.2. As to a Party, if such Party ceases to maintain any Governmental Approval (including any Commission acceptance or approval) necessary for such Party's performance of this Agreement or the contemplated ownership or operation of the Project Facilities;

7.1.3. As to a Party, if such Party fails to fully cure its breach of any other obligation under this Agreement within twenty (20) Calendar Days following written notification of such breach or such longer period, not to exceed a total cure period of one hundred eighty (180) Calendar Days, as may be reasonably

necessary to cure such breach, provided that such Party has commenced and is diligently pursuing such cure; or

7.1.4. As to a Party if it becomes Insolvent.

7.2. Termination. If an Event of Default in any material respect occurs as to a Party, the other Party will have the right to terminate this Agreement on ten (10) Calendar Days written notice to the defaulting Party, provided that this Agreement shall not be terminated if the Event of Default is cured within such ten (10) Calendar Day period.

7.3. Other remedies.

7.3.1. If an Event of Default in any material respect occurs and while it persists with respect to a Party, the other Party may suspend performance of its obligations with respect to the Work under this Agreement (other than its obligations to pay money) without prejudice to any other remedy that it may have under this Agreement or Applicable Law.

7.3.2. Whether or not a Party suspends performance of its obligations under, or terminates, this Agreement as a result of an Event of Default, such Party will have the right to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity due to such Event of Default, subject to the limitations of Section 7.4.

7.4. Exclusions and Limitations of Damages. Except to the extent such damages are included in any indemnification for third party damages, neither Party shall be liable under any provision of this Agreement for any special, indirect, incidental, consequential, punitive, or exemplary damages (including loss of profit or revenue, loss of use of equipment, cost of capital, or damage to reputation or relations) whether based in contract, tort, strict liability, statutory liability, or any other theory of liability. In no event shall a Party seek to enforce any claims against the directors, shareholders, members, officers, employees or agents of the other Party or its Affiliates under this Agreement by reason of their status as directors, shareholders, members, officers, employees or agents of a Party or its Affiliates, arising out of, or connected in any way with its performance or non-performance under this Agreement. Except for the indemnification obligations in Section 5, the aggregate liability of SWEPCO shall not exceed the total estimated cost of SWEPCO's portion of the Work as stated in Schedule 3.1.

8. CONFIDENTIALITY

8.1. Confidential Information. Each Party shall hold in strict confidence and shall not disclose or use any information obtained from the other Party hereunder that is marked confidential ("Confidential Information") for the period ending two (2) years after the date of termination of this Agreement.

8.2. Disclosure. Notwithstanding Section 8.1, a recipient shall be entitled to disclose Confidential Information to its Affiliates and members and its Affiliates' and members' officers, employees, agents, lenders, attorneys, and other advisors (collectively "Employees and Agents")

for purposes of meeting its obligations and exercising its rights hereunder, provided that the Employees and Agents shall be informed of the confidentiality obligations provided herein. Each recipient agrees to be responsible for any breach of the confidentiality obligations under this Agreement by its Employees and Agents. Further, a recipient shall also be entitled to disclose Confidential Information to the extent such disclosure: (a) is necessary or convenient as part of any regulatory proceeding in which it is a party, subject to a protective order or such other remedy as the disclosing Party may reasonably consider appropriate in the circumstances; (b) is required to be disclosed by stock exchange requirements applicable to the recipient or its Affiliates; (c) is necessary or otherwise reasonably deemed appropriate in connection with any dispute resolution commenced pursuant to this Agreement or any litigation commenced in respect of this Agreement; or (d) is disclosed to an entity whose primary business is the issuance of credit ratings, provided the information is disclosed pursuant to a customary confidentiality agreement, and is disclosed solely for the purpose of developing a credit rating and the entity's ratings are publicly available.

The parties understand and acknowledge that the City of Bentonville is subject to the Arkansas Freedom of Information Act and nothing contained herein shall prohibit compliance with the terms of that act.

8.3. Exclusions. Notwithstanding anything to the contrary in this Article 8, Confidential Information will not include information that: (a) has become part of the public domain other than by acts or omissions of the recipient or its Employees and Agents; (b) to the recipient's knowledge, has been furnished or made known to the recipient by a third party (other than those acting on behalf of the disclosing Party) as a matter of legal right and without relevant restriction on disclosure or use; (c) was in the recipient's possession prior to disclosure by the disclosing Party and was not previously acquired by the recipient or its Employees and Agents directly or indirectly from the disclosing Party; or (d) is independently developed by Employees and Agents of the recipient without access to Confidential Information.

8.4. Notification. Under circumstances other than those provided in Section 8.2, if a Party is required pursuant to Applicable Law or otherwise becomes legally compelled to disclose any of the Confidential Information or the fact that the Confidential Information has been made available to it, such Party shall (unless prohibited by Applicable Law from doing so) promptly notify the disclosing Party in order that the disclosing Party may seek a protective order or such other remedy as the disclosing Party may consider appropriate in the circumstances. In any event, the compelled Party may disclose only that portion of the Confidential Information which such Party is legally required to disclose in the judgment of the Party's legal counsel without any liability to the disclosing Party hereunder and such disclosure shall not be a breach of this Section 8.4.

8.5. Survival. The provisions of this Article 8 shall survive a termination of this Agreement.

9. OTHER PROVISIONS

9.1. Construction with ILDSA. The rights and obligations of the Parties under this Agreement are subject to the ILDSA, provided that to the extent there is any conflict between the provisions of this Agreement and the ILDSA or any other tariff or agreement, the provisions of this Agreement shall control.

9.2. Notices. Any notice that is required or permitted under this Agreement may be given by personal delivery to the Party entitled thereto, by e-mail (with confirmation of receipt), by any courier service which guarantees overnight, receipted delivery, or by U.S. Certified or Registered Mail, return receipt requested, addressed to the Party entitled thereto, at:

If to Customer:	American Electric Power Service Corporation Vice President Market Operations 1 Riverside Plaza Columbus, OH 43215 e-mail: ejjames@aep.com
If to SWEPCO:	Director, System Interconnections American Electric Power Service Corporation 212 East 6th Street Tulsa, OK 74119 e-mail: rlpennybaker@aep.com
with copy to:	John W. Seidensticker, Senior Counsel American Electric Power Service Corporation 1 Riverside Plaza Columbus, OH 43215 e-mail: jwseidensticker@aep.com

Either Party may change its address or email for notice by written notice to the other Party in accordance with this Section 9.2. Any notice given (a) by personal delivery shall be deemed to be given upon such delivery, (b) by email shall be deemed given upon receipt, (c) by overnight courier service shall be deemed given on the date noted on the courier's receipt for delivery, or (d) by U.S. Certified or Registered Mail, return receipt requested, shall be deemed given upon the date noted on such return receipt, provided, however, that if in any case delivery is made on a day other than a Business Day or after 5:00 p.m. local time on a Business Day, delivery shall be deemed to be given upon the next Business Day.

9.3. Interest on Overdue Amounts. Except as otherwise provided in Section4.1.4, any amount due to a Party under this Agreement will earn interest accruing daily from the deadline for payment thereof until paid at the lesser of (i) an annual rate equal to the Prime Rate from time to time plus two (2) percentage points, or (ii) the maximum rate allowed by Applicable Law. This provision will not be interpreted to preclude SWEPCO from also including in its reimbursable costs an amount to compensate SWEPCO for the time value of advances made by it.

9.4. Amendment. No amendment to this Agreement will be valid or binding unless and until (a) reduced to writing and executed by each Party's authorized representative and (b) the requirements of Section 2.2 have been satisfied with respect to such amendment to the extent applicable. It is the intent of the Parties that, to the maximum extent permitted by law, the provisions of this Agreement shall not be subject to change under Sections 205 and 206 of the Federal Power Act absent the written agreement of the Parties, and that the standard of review for changes unilaterally proposed by a Party or the Commission, acting *sua sponte* or at the request of a third party, shall be the public interest standard of review set forth in *United Gas Pipe Line Co.*

v. Mobile Gas Service Corp., 350 U.S. 332 (1956), *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), *Morgan Stanley Capital Group, Inc. v. Public Utility District No. 1 of Snohomish County,* 554 U.S. 527, 128 S.Ct. 2733 (2008) and *NRG Power Marketing, LLC v. Maine Public Utilities Commission*, 558 U.S. 165, 130 S.Ct. 693 (2010).

9.5. Assignment. Except as otherwise provided in this Agreement, neither Party may assign any of its rights under this Agreement to any Person without the prior written consent of the other Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Customer may assign its rights under this Agreement to its lenders for collateral security purposes without SWEPCO's prior consent; provided, however, Customer shall promptly provide written notice to SWEPCO of such assignment. No assignment of this Agreement shall relieve the assignor of any obligation, duty or liability arising hereunder prior to such assignment, and in the event of an assignment by Customer to its lender, an assignment shall not relieve Customer of any obligation, duty or liability arising before or after such assignment. Neither Party's obligations shall be enlarged, in whole or in part, by reason of an assignment of this Agreement.

9.6. Merger and Integration; Binding on Successors; No Third Party Beneficiaries. This Agreement and the ILDSA set out the entire understanding of the Parties with respect to the matters they purport to cover and supersede all prior communications, agreements, and understandings, whether written or oral, concerning such matters. Except as otherwise expressly provided in this Agreement, the descriptions of the Project and Project Facilities set forth in any Prior Project Documentation are superseded by the descriptions given in this Agreement. No Party will be liable or bound to any Party in any manner by any warranties, representations, or covenants other than those set forth in or incorporated into this Agreement. The terms and conditions of this Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

9.7. Forbearance and Waiver. Except where a specific time period is provided hereunder for the exercise of a right or remedy, any Party's forbearance in the exercise or enforcement of any right or remedy under this Agreement will not constitute a waiver thereof, and a waiver under one circumstance will not constitute a waiver under any other circumstance.

9.8. Partial Invalidity. Any invalidity, illegality, or unenforceability of any provision of this Agreement in any jurisdiction will not invalidate or render illegal or unenforceable the remaining provisions hereof in such jurisdiction and will not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

9.9. Governing Law. The interpretation, enforcement and performance of this Agreement shall be governed by federal law where applicable, and when not in conflict with or preempted by federal law, the laws of the state in which the Delivery Point is located as specified in Schedule 3.1, without regard to the laws of such jurisdiction applicable to conflict of laws.

9.10. Multiple Counterparts. This Agreement may be executed by the Parties in multiple original counterparts, and each such counterpart will constitute an original hereof.

9.11. No Partnership. Nothing contained herein shall be deemed to create an association, joint venture, partnership, or principal/agent relationship between the Parties hereto or impose any partnership obligation or liability on either Party. Neither Party shall have any right, power or authority to enter into any agreement or commitment, act on behalf of, or otherwise bind the other Party in any way.

9.12. Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.

9.13. Sections. Unless otherwise specified, references in this Agreement to numbered Sections, Articles and Schedules shall be to Sections, Articles and Schedules of this Agreement.

[The remainder of this page is intentionally left blank.
The next page of this document is S-1]

Executed as of the Execution Date:

Southwestern Electric Power Company	**City of Bentonville, Arkansas by American Electric Power Service Corporation as agent for Southwestern Electric Power Company, as agent for City of Bentonville, Arkansas**
By: _____	By: _____
Name: Robert W. Bradish	Name: _____
Title: Vice President	Title: _____

EXHIBIT 1.1

DEFINITIONS

Terms defined in this Exhibit 1.1 will have the meanings set forth in this Exhibit.

	TERM	DEFINITION
1.	Access Party	As defined in Section 3.5.1.
2.	AEP Tariff	Open Access Transmission Service Tariff of the American Electric Power System, on file with and accepted by the Commission.
3.	Affiliate	With respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.
4.	Agreement	As defined in the first paragraph.
5.	Applicable Law	Any statute, law, ordinance, executive order, rule, or regulation (including a regulation that has been formally promulgated in a rule making proceeding but, pending final adoption, is in proposed or temporary form having force of law); guideline, or notice having force of law; or approval, permit, license, franchise, judgment, order, decree, injunction, or writ of any Governmental Authority applicable to a specified Person or specified property, as in effect from time to time. Applicable Law will include the requirements of NERC and the ISO/RTO.
6.	Business Day	Any day other than a Saturday, a Sunday or a federal holiday.
7.	Calendar Day	Any day whatsoever, including any weekday, Saturday, Sunday or holiday. However, should the last day of a period of time or number of Calendar Days computed as Calendar Days in accordance with this Agreement be a Saturday, Sunday or federal holiday, then the next day which is not a Saturday, Sunday or federal holiday is the last Calendar Day in such period.

8.	CIAC	As defined in Section 4.4.
9.	Commencement Date	As defined in Section 2.3.
10.	Commission	Federal Energy Regulatory Commission.
11.	Confidential Information	As defined in Section 8.1.
12.	Connection Requirements	American Electric Power document entitled "Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System" or its successor.
13.	Customer	As defined in the first paragraph.
14.	Delivery Point	The point at which Customer's (or its members') power delivery facilities connect to SWEPCO power delivery facilities.
15.	Effective Date	As defined in Section 2.2.
16.	Employees and Agents	As defined in Section 8.2.
17.	Event of Default	As defined in Section 7.1.
18.	Execution Date	As defined in the first paragraph.
19.	Federal Power Act	16 U.S.C. §791a *et. seq.*
20.	Force Majeure	As defined in the first sentence of Section 10.1 of the AEP Tariff.

21.	Good Utility Practice	Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good utility practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the region.
22.	Governmental Approvals	Permits, consents, licenses, franchises, certificates, authorizations, registrations, or waivers, extensions, renewals, or variances relating thereto, in each case issued by any Governmental Authority, and filings with or notices to any Governmental Authority.
23.	Governmental Authority	Any federal, state, foreign, tribal, local, or municipal governmental body; and any governmental, regulatory, or administrative agency, commission, body, agency, instrumentality, or other authority exercising or entitled to exercise any executive, judicial, legislative, administrative, regulatory, or taxing authority or power, including any court or other tribunal. Governmental Authority will include NERC and the ISO/RTO.
24.	Granting Party	As defined in Section 3.5.1.
25.	Hazardous Material	Any chemical, material or other substance defined or included in the definition of "hazardous materials," "hazardous substances," "hazardous waste," or "toxic substance" under any federal, state and local laws and regulations as amended and applicable from time to time and shall also include asbestos in any form, urea formaldehyde foam insulation, equipment or fixtures containing polychlorinated biphenyl, petroleum hydrocarbons, ozone depleting refrigerants, fluorescent tubes, fluorescent magnetic core and coil ballasts and lead-based paint.
26.	ILDSA	As defined in Recital A.

27.	Indemnified Person	As defined in Section 5.1.
28.	Indemnifying Party	As defined in Section 5.1.
29.	Insolvent	A Person is "Insolvent" if such Person admits in writing its insolvency or bankruptcy, or commences a voluntary (or becomes subject to an involuntary) case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency, or other similar law, or consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, or sequestrator (or other similar official) of such Person or of any substantial part of its property, or makes an assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing.
30.	ISO/RTO	As defined in Recital B.
31.	NERC	North American Electric Reliability Corporation or its successor.
32.	Party or Parties	As defined in the first paragraph.
33.	Person	Any individual, corporation, partnership, limited liability company, other business organization of any kind, association, trust, or governmental entity, agency, or instrumentality.
34.	Prime Rate	A floating rate equal to the prime commercial lending rate from time to time as indicated in rates published in the *Wall Street Journal* or, if no such rate is published in the *Wall Street Journal*, in another public source reasonably designated by the creditor Party.
35.	Prior Project Documentation	As defined in Recital C.
36.	Project	As defined in Recital B.

37.	Project Facilities	All items of equipment and facilities to be constructed, reconstructed, installed, replaced, or upgraded as part of the Work.
38.	Projected In-Service Date	As defined in Section 3.3.
39.	Security	As defined in Section 4.2.
40.	SPP Tariff	Open Access Transmission Service Tariff of the Southwest Power Pool, on file with and accepted by the Commission.
41.	SWEPCO	As defined in the first paragraph.
42.	Work	As defined in Section 3.1.

SCHEDULE 3.1

BENTONVILLE SUBSTATION E EXPANSION PROJECT

1. ISO/RTO

Southwest Power Pool ("SPP")

2. ILDSA:

Interconnection and Local Delivery Service Agreement between American Electric Power Service Corporation and American Electric Power Service Corporation as agent for Southwestern Electric Power Company, as agent for City of Bentonville, Arkansas dated as of June 20, 2014.

3. Description of the Project:

SWEPCO will install 12.47 kV meter transformers for both transformers in Substation E. SWEPCO will install meters and meter enclosure. SWEPCO will use structures provided by Customer to support the meter transformers and meter enclosure.

Customer will replace the existing transformer in Customer's Substation E with a 24/32/40 MA 161/12.47 kV transformer. Customer will also install a second 24/32/40 MVA 161/12.47 kV transformer in Substation E. Customer will provide structures on the 12.47 kV side of both transformers in Substation E for SWEPCO's meter transformers and meter enclosure.

A one-line diagram of Substation E is shown in Figure 3.1.

4. Delivery Point Location

The Delivery Point will be located in the State of Arkansas.

5. Projected In-Service Date

SWEPCO plans to place the Project in service eighteen months after the Effective Date.

6. Fee Interest for AEP Facilities (re: Section 3.5.1 of this Agreement)

Customer will not be required to provide fee interest described in Section 3.5.1 of this Agreement.

7. Point of Change of Ownership

The point of change of ownership will continue to be where Customer's jumpers attach to SWEPCO's switch in the 161 kV East Centerton to East Rogers transmission line.

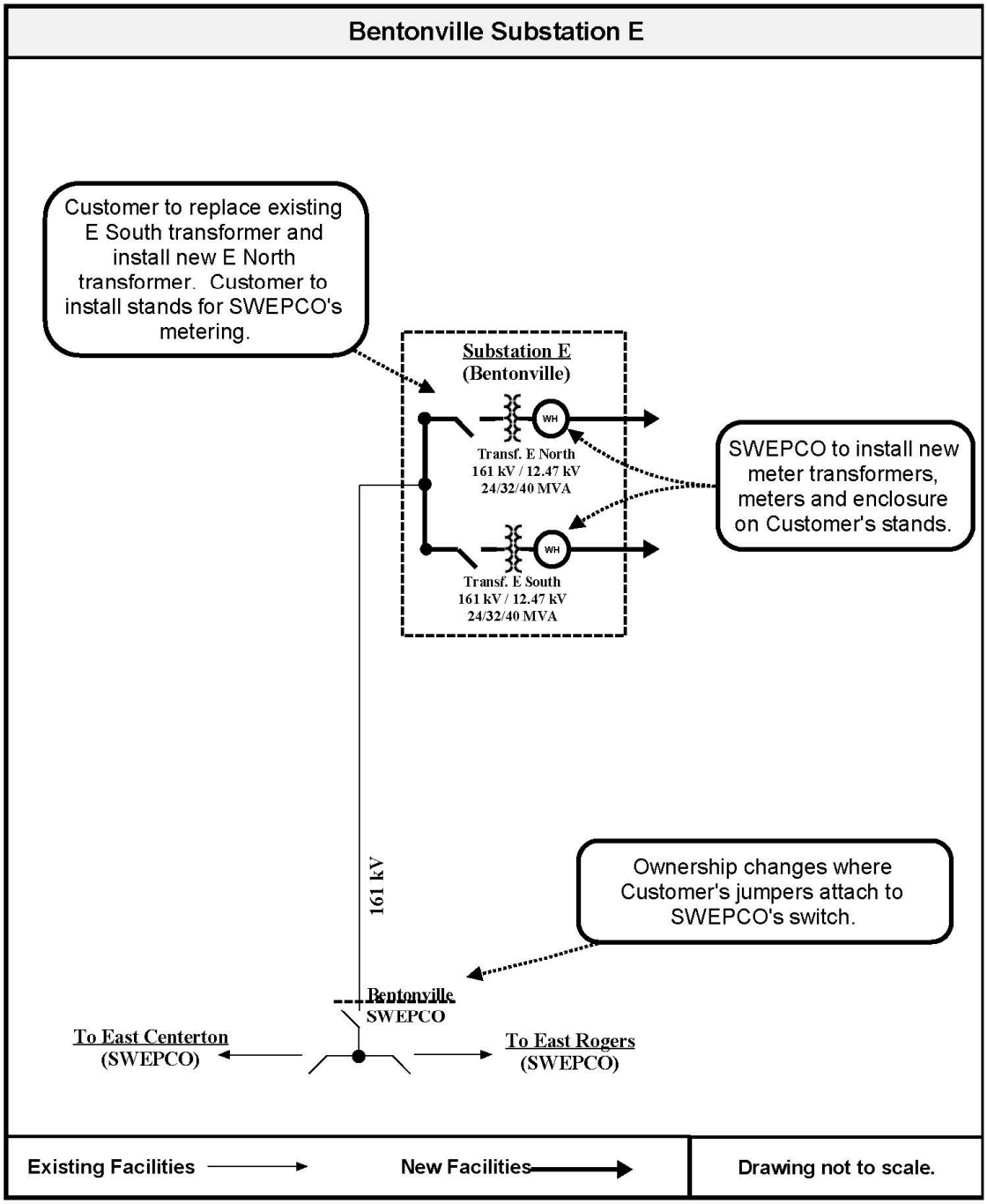
8. Security (re: Sections 2.3.2 and 4.2 of this Agreement)

SWEPCO will not require Customer to provide Security in connection with this Agreement.

9. Scope of Work

Element of the Work	Party to Own Operate and Maintain the Project Facilities resulting from this Element	Party Responsible for Costs of this Element (subject to the provisions of Section 4.2)	Estimated Cost	Estimated Amount Directly Assigned to Customer
PROJECT FACILITIES CONSTRUCTED BY SWEPCO				
Install 12.47 kV meter transformers on Customer's structures for both transformers in Customer's Substation E.	SWEPCO	Customer	$150,000	$150,000
Install a meter(s) and an outdoor enclosure on structures provided by Customer in the Customer's Substation.	SWEPCO	Customer		
		Total Cost	$150,000	$150,000

Element of the Work	Party to Own Operate and Maintain the Project Facilities resulting from this Element	Party Responsible for Costs of this Element (subject to the provisions of Section 4.2)
PROJECT FACILITIES CONSTRUCTED BY CUSTOMER		
Replace the existing transformer in Customer's Substation E with a 24/32/40 MVA 161/24.47 kV transformer	Customer	Customer
Install a second transformer in Substation E with a rating of /24/32/40 MVA 69/12.47 kV.	Customer	Customer
Provide structures in Substation E for SWEPCO's meter transformers and meter enclosures.	Customer	Customer


Bentonville Substation E
Customer to replace existing E South transformer and install new E North transformer. Customer to install stands for SWEPCO's metering.
Substation E
(Bentonville)
WH
Transf. E North
161 kV / 12.47 kV
24/32/40 MVA
WH
Transf. E South
161 kV / 12.47 kV
24/32/40 MVA
SWEPCO to install new meter transformers, meters and enclosure on Customer's stands.
161 kV
Ownership changes where Customer's jumpers attach to SWEPCO's switch.
Bentonville
SWEPCO
To East Centerton
(SWEPCO)
To East Rogers
(SWEPCO)
Existing Facilities
New Facilities
Drawing not to scale.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH SWEPCO AND AEP RELATED TO POINT OF DELIVERY FOR ELECTRIC SERVICE TO THE CITY OF BENTONVILLE.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a Modified Delivery Point Agreement with SWEPCO and AEP, as set forth in the attached 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	**4/27/2021**
Department	**Electric**
Submitted by	**Traivs Matlock**
Phone	**479-271-5941**

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 with SWEPCO to modify the Delivery Point Agreement for the Point of Delivery #6 (B Sub and H Sub) relocation associated with the WMT Campus electric improvement. Approved by the Utility Board 5-0.

Estimated Cost	**$350,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

This is an engineering estimate and not actual costs. Bentonville will only be charged the actual construction costs. Also, there is no money due up front. Actual costs will be rolled into Bentonville's monthly metering charge with SWEPCO.

M E M O R A N D U M

DATE: April 27, 2021

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Revised POD #6 DPA**

Electric Dept. staff recommends entering into a revised Delivery Point Agreement (DPA) with SWEPCO for the revision of Point of Delivery (POD) #6 that will feed Substation B and Substation H, required for the WMT Campus electric improvements. The charges listed in the appendix of the DPA are engineering estimate and Bentonville will only be charged the actual costs of installations, with no money due up front.

With the relocation and upsizing of Substation B, there will need to be changes to the metering infrastructure at the substation and changes to the month charges listed on the interconnection agreement. In order for SWEPCO to begin the engineering required for the upgrades, Bentonville and SWEPCO need to enter into this agreement.

With the modification to POD #6, SWEPCO is planning on building a switching station on Moberly, just north of A-1 Storage located at 1202 SE Moberly. This switch will increase the reliability of SWEPCO's transmission line, which will increase the reliability of Bentonville's feed.

Substation H is fed from POD #6. When the switching station is constructed, it will modify the switch that currently feeds Substation H.

Once the agreement is signed, BEUD's consultant (Ampirical) and SWEPCO will begin the coordination for the upgrades.

BENTONVILLE POD #6

DELIVERY POINT AGREEMENT

This **Delivery Point Agreement** (the "Agreement") is entered into as of _____, 2021 (the "Execution Date") between **Southwestern Electric Power Company**, a Delaware corporation ("SWEPCO") and **American Electric Power Service Corporation as agent for Southwestern Electric Power Company, as agent for City of Bentonville, Arkansas**("Customer"). SWEPCO and Customer may be referred to individually as a "Party" and collectively as the "Parties").

RECITALS

A. SWEPCO and Customer are parties to that certain Interconnection and Local Delivery Service Agreement identified in Schedule 3.1 (as amended, the "ILDSA").

B. The Parties desire to change, upgrade, retire, or replace Delivery Point facilities or establish a new Delivery Point, as described in Schedule 3.1 (such activity being herein called the "Project"). The Project will be undertaken within the control area of the independent system operator or regional transmission organization identified in Schedule 3.1 (the "ISO/RTO" with respect to this Project).

C. The Project has previously been the subject of certain requests by Customer; directives and approvals of the ISO/RTO or regulatory authority; and/or preliminary agreements and studies. All such requests, directives, approvals, agreements, and studies are herein referred to as the "Prior Project Documentation".

D. This Agreement is a "Facilities Agreement," as defined in, and entered into pursuant to, Section 2.3 of the ILDSA. This Agreement provides for the Parties to construct the Project. This Agreement does not provide for any other services and neither SWEPCO nor Customer agrees hereunder to provide any other services.

AGREEMENTS

NOW, THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS; RULES OF CONSTRUCTION

1.1. Definitions. As used in this Agreement, terms defined in Exhibit 1.1 have the meanings set forth therein.

1.2. Rules of Construction. Unless the context of this Agreement requires otherwise, the plural includes the singular and the singular includes the plural. The words "include," "includes" and "including" are not limiting and have the inclusive meaning of "including without limitation." The words "hereof," "herein," "hereby," "hereunder" and other similar terms of this Agreement refer to this Agreement as a whole and not exclusively to any particular provision of this Agreement. All pronouns and any variations thereof will be deemed to refer to masculine, feminine, or neuter, singular, or plural, as the identity of the Person or Persons may require. Unless otherwise expressly provided, any agreement, instrument, or Applicable Law defined or referred

to herein means such agreement or instrument or Applicable Law as from time to time amended, modified, or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Applicable Law) by succession of comparable successor law and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein. A reference to a Party includes its successors and permitted assigns. This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all Parties hereto, and no ambiguity shall be construed in favor of or against any Party.

2. EFFECTIVE DATE; COMMENCEMENT DATE; TERMINATION

2.1. Commencement of Work. The Parties shall become obligated to commence the Work hereunder when both the Effective Date has occurred in accordance with Section 2.2 and the Commencement Date has occurred in accordance with Section 2.3.

2.2. Effective Date. SWEPCO shall file this Agreement with the Commission after the Parties execute this Agreement, and Customer agrees to cooperate with SWEPCO and provide reasonable assistance to SWEPCO in such filing and the proceedings related thereto. This Agreement shall become effective on the date this Agreement has been accepted for filing and made effective by order of the Commission under the Federal Power Act, and the effective date of this Agreement shall be as specified in the said Commission order ("Effective Date"). However, if the Commission or any reviewing court, in such order or in any separate order, suspends this Agreement or any part thereof, institutes an investigation or proceeding under the provisions of the Federal Power Act with respect to the justness and reasonableness of the provisions of this Agreement or any other agreement referred to or contemplated by this Agreement, or imposes any condition, limitation or qualification under any of the provisions of the Federal Power Act which individually or in the aggregate are determined by SWEPCO or Customer to be adverse to it, then either SWEPCO or Customer may terminate this Agreement upon written notice to the other Party.

2.3. Commencement Date. The commencement date shall be the date on which the latest of the following events shall have occurred or been waived by the Parties ("Commencement Date"):

2.3.1. Receipt by both Parties of all necessary Governmental Approvals (in form and substance reasonably satisfactory to each of the Parties) in addition to the Governmental Approval specified in Section 2.2 hereof.

2.3.2. SWEPCO's receipt of any Security described in Section 4.2 and any replacements or increases thereto.

If, at the written request of Customer, SWEPCO waives one or more of the conditions specified in this Section 2.3 so that Work can proceed as soon as reasonably practicable after receipt of the request, SWEPCO shall be entitled to reimbursement of costs pursuant to this Agreement as if the Work had been performed only after satisfaction of the waived condition. SWEPCO shall be allowed to terminate the Work and this Agreement in the event any necessary Governmental Approvals are denied.

2.4. Term. The term of this Agreement shall commence on the Effective Date and unless earlier terminated, shall terminate sixty (60) Calendar Days following completion of all Work as provided for hereunder and satisfaction of all payment obligations of the Parties with respect to the Work.

2.5. Events of Termination. This Agreement may be terminated by the Parties as follows:

2.5.1. This Agreement may be terminated by mutual written agreement of the Parties.

2.5.2. Either Party may terminate this Agreement upon termination of the ILDSA, as provided in Section 2.7.

2.5.3. Customer may terminate this Agreement as provided in Section 3.6.1.

2.5.4. This Agreement shall terminate automatically following a suspension of the Work by Customer under the circumstances specified in Section 3.6.1.

2.5.5. Either Party may terminate this Agreement as provided in Section 2.2 and SWEPCO may terminate this Agreement as provided in Section 2.3.

2.5.6. Either Party may terminate this Agreement (a) if any Governmental Authority denies approval of any necessary or appropriate approvals for the Work; or (b) if any Governmental Authority shall have issued an order, decree, ruling, or other action restraining, enjoining, or otherwise prohibiting a Party's performance of this Agreement or its contemplated ownership or operation of the Project Facilities.

2.5.7. A Party may terminate this Agreement for default as provided in Section 7.2.

2.6. Regulatory Approval of Termination. Any termination of this Agreement as provided herein shall be subject to any necessary approval by the Commission, if applicable.

2.7. Termination of ILDSA. If the ILDSA is terminated, the Parties shall negotiate in good faith for thirty (30) Calendar Days, or such other period as the Parties may agree upon in writing, to revise this Agreement as necessary to reflect such termination. If the Parties are unable to reach agreement on such revisions by the end of such period, either Party may terminate this Agreement by written notice to the other Party.

2.8. Survival of Rights. Termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such termination, including, without limitation, payment obligations, remedies, indemnification obligations, confidentiality and any provisions of this Agreement that explicitly provide for survival after termination.

3. DEVELOPMENT OF THE PROJECT

3.1. Scope of Work. The "Work" with respect to the Project is described in Schedule 3.1 and any attachments referenced therein, and includes the provision of all design, engineering,

construction, site preparation, excavation, acquisition of land rights, labor, materials, supplies, equipment supervision, testing, acquisition of Governmental Approvals and other activities necessary or appropriate for the completion of the Project in accordance with this Agreement.

3.2. Obligations of the Parties.

3.2.1. Each Party will undertake, directly or through its Affiliates or contractors (or any combination thereof), the performance of its obligations with respect to the Work as indicated on Schedule 3.1. The Parties will exchange relevant information concerning the Project and the Work. The Project Facilities shall be designed so as to render them compatible with SWEPCO's existing transmission facilities in SWEPCO's reasonable judgment. SWEPCO shall have the right to review and approve Customer's plans and specifications and construction of the Project Facilities. No such review and approval will constitute either a waiver by SWEPCO of any provision of this Agreement or an endorsement by SWEPCO of the design or construction of the portion of the Project Facilities to be designed and constructed by Customer or a warranty or other assurance by SWEPCO of the safety, durability or reliability of such portion of the Project Facilities.

3.2.2. Each Party will perform its obligations with respect to the Work for which it is responsible consistent with the Connection Requirements, Applicable Law, applicable Governmental Approvals, Good Utility Practice, and applicable standards set out in the ILDSA. EACH PARTY HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE PERFORMANCE.

3.3. Completion and Commissioning of the Project Facilities. The Parties will use commercially reasonable efforts in accordance with the standards of performance set forth in Section 3.2.2 to have the Project Facilities ready for service by the "Projected In-Service Date" set out in Schedule 3.1 or any other date to which the Parties may subsequently agree in writing. The Projected In-Service Date will be extended to reflect any delays as a result of Force Majeure and extended to reflect any suspension of the Work as provided for and in accordance with the provisions of this Agreement. SWEPCO will control (i) timing and implementation of the final connection and energization of the circuitry for the Project Facilities, and (ii) the matters over which SWEPCO is given control in accordance with Sections 2.7 and 3.6 of the ILDSA, and in both cases Customer will reasonably cooperate with such activities.

3.4. Direct Assignment Facilities. Schedule 3.1 identifies those Project Facilities that will be considered "Direct Assignment Facilities" as defined in the AEP Tariff.

3.5. Access and Land Rights.

3.5.1. Subject to any necessary Governmental Approvals and to the superior real property rights and interests of third parties and the receipt of all necessary consents of third parties in form and substance reasonably satisfactory to each

of the Parties, a Party (the "Granting Party") will furnish to the other Party (the "Access Party") any rights of use, licenses, rights of way, and easements (including ingress and egress) with respect to lands owned or controlled by the Granting Party or any of its Affiliates to the extent necessary to enable the Access Party to perform its portion of the Work and to operate, repair, maintain, and demolish any of the Project Facilities, and to otherwise perform its obligations under this Agreement (and, with respect to the Project Facilities, the ILDSA). If any part of the Project Facilities is to be installed on property owned or under the control of third parties, Customer will at its own expense use commercially reasonable efforts in accordance with the standards of performance set forth in Section 3.2.2 to procure from such third parties property rights in form and substance reasonably acceptable to SWEPCO necessary to enable SWEPCO to perform its obligations under this Agreement. If SWEPCO specifies that a fee interest for its Project Facilities is required, Customer shall grant or shall use commercially reasonable efforts to obtain from the appropriate third party, the necessary fee interest on terms acceptable to SWEPCO and in a form consistent with SWEPCO's standard real estate purchase form.

3.5.2. Upon reasonable notice and with supervision (or, in the case of emergency, without notice or supervision but in accordance with the standards of performance set forth in Section 3.2.2), each Party is hereby given the right to enter upon the lands occupied by the other Party on a temporary basis as necessary to enable such Party to perform its obligations under this Agreement, provided that the Party making such entry shall (a) comply with safety and security procedures as specified by the Party that occupies the land and (b) shall not interfere with the operations of the Party that occupies the land.

3.5.3. Neither Party will directly or indirectly do or permit any act or omission that would give rise, with respect to any obligation of such Party or any of its Affiliates, subcontractors, or suppliers, to any lien or encumbrance on any real property interest or other property held by the other Party. A Party that becomes aware of any such lien or encumbrance on the property of the other Party shall promptly: (a) notify the other Party; and (b) at its own expense, take such action as may be necessary to duly discharge such lien or encumbrance.

3.5.4. Each Party shall be liable for any property damage and any injuries incurred by any of its employees, agents, contractors or other representatives while on property occupied by the other Party, except to the extent caused by the negligence or willful misconduct of the other Party, its Affiliates or members or its or their employees, agents, contractors or other representatives.

3.5.5. A Party shall notify the other Party immediately if that Party has knowledge that any Hazardous Materials are released on, about, under or in the immediate vicinity of the Project Facilities. A Party bringing any Hazardous Materials onto the other Party's property agrees to indemnify the other Party

against all liability or expense in any way associated with or arising from such Hazardous Materials, except to the extent that the liability arises as a result of a negligent or intentionally wrongful act or omission of the other Party.

3.5.6. Both Parties shall retain access rights to the other Party's or third party's property in accordance with Sections 3.5.1 and 3.5.2 if necessary to carry on its operations following termination of this Agreement; provided, however, upon request of a Party, the Parties shall negotiate an easement to access such Party's property.

3.5.7. Sections 3.5.3 through 3.5.6 shall survive termination of this Agreement. To the extent referenced in Section 3.5.6, Sections 3.5.1 and 3.5.2 shall also survive termination of this Agreement.

3.6. Suspension and Termination of Project Development.

3.6.1. Customer may suspend the Work or terminate this Agreement on written notice to SWEPCO, provided that any suspension (and all suspensions in the aggregate) may not exceed one (1) year or such other period as may be agreed upon by the Parties in writing, after which this Agreement shall be deemed to terminate if the Work has not been resumed.

3.6.2. At any time during a suspension of the Work in accordance with Section 3.6.1, Customer may notify SWEPCO in writing to resume the Work, subject to: (a) agreement on a revised Projected In-Service Date: (b) agreement on any revisions to the Work requested by either Party; and (c) any adjustment to the Security requested by SWEPCO to accommodate the delay.

3.6.3. Customer will pay SWEPCO, in accordance with the billing provisions of Article 4, SWEPCO's incremental costs incurred as a result of any suspension or termination pursuant to Section 3.6.1, including demobilization and remobilization costs and suspension, termination, or cancellation costs payable to third parties. This Section 3.6.3 shall survive termination of this Agreement.

3.6.4. In the event of the termination of the Project, the provisions of Sections 2.4, 2.5 and 2.6 of the ILDSA shall apply to the recovery of costs by SWEPCO in connection with such termination.

4. COSTS

4.1. Responsibility for Costs.

4.1.1. Schedule 3.1 sets forth a good faith estimate of the total cost of SWEPCO's portion of the Work and the allocation of responsibility for such costs between the Parties. Such estimate does not constitute a fixed price for or cap on any amounts that may be payable by Customer. The costs of the Work, including all costs incurred by SWEPCO for which Customer is liable, shall

be calculated in accordance with Section 3.2 (Compensation for Local Delivery Services) of the ILDSA.

4.1.2. Upon completion of the Work or termination of this Agreement, SWEPCO shall determine the total actual installed cost of SWEPCO's portion of the Work and the Direct Assignment Facilities.

4.1.3. The total actual installed cost of the Direct Assignment Facilities will be recovered through the monthly facilities charges for Direct Assignment Facilities in the ILDSA. Also, SWEPCO will invoice and Customer agrees to pay a Contribution in Aid of Construction ("CIAC") equal to the cost of the Direct Assignment Facilities plus any necessary tax treatment as described in Section 4.4 of this Agreement. The CIAC payment will be included as a credit against the monthly charges in the ILDSA. The monthly facilities charge and the CIAC credit shall be effective beginning with the month following the date that SWEPCO completes installation of the Direct Assignment Facilities. If SWEPCO is not able to determine the total actual installed cost of the Direct Assignment Facilities at the time the monthly facilities charge and the CIAC credit are effective, then SWEPCO will use the estimated cost of the facilities as shown in Schedule 3.1. As soon as the total actual installed cost is known, SWEPCO will begin billing based on the actual values and SWEPCO will true-up the amount that was billed on the estimated cost.

4.1.4. If this Agreement, or the Work hereunder, is terminated before the Project Facilities are placed in service, then in addition to (but without duplication of) costs otherwise to be borne by Customer, Customer will bear all costs theretofore, thereby, or thereafter incurred by SWEPCO with respect to the Work to the extent that such costs are not included in SWEPCO's transmission rate base. In the case of such termination, Customer shall, at its cost, also be required to clean up, and at SWEPCO's request remove, any Work it has performed on SWEPCO's property. If the Project Facilities are placed in service, but any portion of such costs are expressly found to be not includible in SWEPCO's transmission rate base, Customer will bear all such disallowed costs, except to the extent that the Project Facilities are placed in service to serve customer other than Customer.

4.1.5. In accordance with Section 5.1 of the ILDSA, SWEPCO shall invoice Customer and Customer shall reimburse SWEPCO for costs to be paid by Customer hereunder in accordance with Section 7 (Billing and Payment) of the SPP Tariff. If Customer in good faith disputes any portion of an invoice, Customer will (i) explain the basis for the dispute in writing to SWEPCO within fifteen (15) Calendar Days of the date of the invoice and (ii) without prejudice to its claim for refund of any disputed amount, pay the entire portion of the invoiced amount on or before the due date stated on the invoice. Any such disputes as to such invoices shall be resolved pursuant to Section 12 (Dispute Resolution) of the SPP Tariff, as modified by the immediately preceding sentence. If the determination of such dispute resolution process

is that SWEPCO is required to refund any portion of the disputed amount, SWEPCO shall promptly refund such amount, with interest computed in accordance with 18 C.F.R. §35.19a(a)(2).

4.2. Security.

4.2.1. Subject to Section 2.3 of the ILDSA, if SWEPCO requires Customer to provide security (the "Security") to secure Customer's performance of its payment obligations under this Agreement and under Applicable Law, Customer will, at its own expense, provide to SWEPCO Security in the form, amount and at the times consistent with the requirements of the AEP Tariff Section 11. The amount of the Security is not an estimate of the amounts that may be invoiced by SWEPCO and does not constitute a fixed price for or cap on such amounts. SWEPCO may comingle any cash held by SWEPCO as a part of the Security with any other funds under its custody or control and will have no obligation to invest funds of Customer. SWEPCO may apply the Security to pay invoices rendered by it to Customer pursuant to this Agreement. To the extent permitted by AEP Tariff Section 11, SWEPCO may by written notice to Customer require Customer to increase, replenish, or replace the Security from time to time. Customer will tender any such increase, replenishment, or replacement to SWEPCO within thirty (30) Calendar Days of such notice. No forbearance or delay on the part of SWEPCO in requiring an increase, replenishment, or replacement of the Security will be a waiver of its right to do so.

4.2.2. SWEPCO will release or refund to Customer the Security on the earlier of (i) sixty (60) Calendar Days following the completion by SWEPCO of its final cost accounting for the Work following termination of this Agreement, and (ii) thirty (30) Calendar Days following the date on which SWEPCO receives written notice and has verified that the Project Facilities have been placed in service. Notwithstanding the foregoing, SWEPCO may retain such portions of the Security as necessary to pay any then unpaid invoices. Any refund of a cash deposit shall include interest at a rate applicable to customer deposits as established from time to time by the appropriate state utility regulatory authority.

4.3. Information Concerning Costs. Customer shall have the right to review and audit information concerning costs as provided pursuant to the last paragraph of Section 5.1 of the ILDSA, subject to the following three sentences. Any review or audit of SWEPCO accounts and records permitted by Section 5.1 of the ILDSA shall be conducted by Customer during regular business hours at the applicable SWEPCO office(s). Customer will have the right to examine the records upon reasonable advance written notice within twenty four (24) months after the final invoice is issued following completion of the Work and at mutually agreed times. Information obtained by Customer from SWEPCO pursuant to this section shall be considered Confidential Information of SWEPCO subject to the confidentiality provisions of Article 8 of this Agreement regardless of whether such information is marked as confidential.

4.4. Tax Treatment of Costs. The applicable provisions of the ILDSA will control the Parties' tax treatment of the costs of the Work under this Agreement. All amounts invoiced under this Agreement, except for the monthly facilities charge described in Section 4.1.3, will be treated when invoiced as a Contribution in Aid of Construction ("CIAC") for tax purposes. Any reimbursement for the tax effects of such CIAC to which SWEPCO may be entitled may be included in the invoice for such costs or separately invoiced.

4.5. Survival. The provisions of this Article 4 shall survive termination of this Agreement.

5. INDEMNIFICATION

5.1. Indemnification. Each Party (an "Indemnifying Party") will be liable to and will indemnify the other Party, its Affiliates and members, and its and their respective officers, employees, and agents (each an "Indemnified Person") for any claims for personal injuries suffered by third parties or damage to a third party's tangible property, reasonable attorney fees and other costs and expenses of defense, and (with the approval of the Indemnifying Party) costs and expenses of settlement, in each case incurred by the Indemnified Person, arising in connection with the performance by the Indemnifying Party of its obligations under this Agreement, to the extent such injuries or damage are caused by the negligence, gross negligence, strict liability in tort, or willful misconduct of the Indemnifying Party, its Affiliates or members, or its or their officers, directors, employees, agents, consultants or contractors. If such third party personal injury or property damage is caused by the joint or concurrent negligence, gross negligence, strict liability in tort, or willful misconduct of the Parties or their Affiliates or members or its or their respective officers, directors, employees, agents, consultants or contractors, each Party will bear the loss in proportion to the degree the negligence, gross negligence, strict liability in tort or willful misconduct of such Party or its Affiliates or members, or its or their respective officers, directors, employees, agents, consultants or contractors contributed to such third party personal injury or property damage, and will indemnify the other Party, its Affiliates and members and its or their respective officers, employees and agents, to such extent. If the third party is not entitled to recover damages under Indemnified Party's retail tariffs, customer agreements or other contractual arrangements, then the Indemnifying Party likewise shall not be liable for damages under such retail tariffs, customer agreements or contractual arrangements.

Each Indemnified Person must provide prompt notice of any claim for which it seeks indemnity under this provision and cooperate in the defense of such claim. Without the consent of the applicable Indemnified Person, an Indemnifying Party may not settle any such claim for any relief (other than monetary damages) or any claim in the nature of regulatory or similar legal enforcement action by a Governmental Authority.

Nothing contained herein shall constitute a waiver of the City of Bentonville's tort immunity or any other immunity to which it may be entitled by law.

5.2. Non-Exclusive. The indemnification provided by this Article 5 shall be in addition to any other rights to which an Indemnified Person may be entitled under any agreement, as a matter of law or otherwise, and shall continue as to an Indemnified Person who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnified Person.

5.3. Survival. The provisions of this Article 5 shall survive the termination of this Agreement.

6. FORCE MAJEURE

6.1. Effect of Force Majeure. In the event that either Party is rendered unable by reason of an event of Force Majeure occurring or arising without the fault or negligence of such Party, to perform, wholly or in part, any obligation or commitment set forth in this Agreement, then the affected obligations of such Party (except for the obligation to pay sums of money owing hereunder for periods prior to the event of Force Majeure) shall be suspended to the extent of such Force Majeure condition, and such Party shall not be deemed to be in default of this Agreement, for the period of such Force Majeure condition, provided that (i) the suspension of the performance shall be of no greater scope and of no longer duration than is required to remedy the effect of the Force Majeure event, and (ii) the affected Party shall use diligent efforts to remedy its inability to perform. A Party's lack of funds shall not be an event of Force Majeure. An adjustment shall be made to the Projected In-Service Date as the result of an event of Force Majeure in accordance with Section 3.3 hereof.

6.2. Notification. In the event of the occurrence of an event of Force Majeure, which prevents a Party from performing its obligations hereunder, such Party shall notify the other Party of such Force Majeure, in writing or by telephone as soon as reasonably possible after the determination that event of Force Majeure has occurred, but in any event within seven (7) Calendar Days thereafter (telephone notices to be confirmed in writing as soon as reasonably possible).

6.3. Labor Disputes. Neither Party will be required by this Agreement to settle any strike, walkout, lockout, or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood that the settlement of strikes, walkouts, lockouts, or other labor disputes will be at the sole discretion of the Party having the difficulty.

7. DEFAULT AND REMEDIES

7.1. Events of Default. An "Event of Default" will exist:

7.1.1. As to Customer upon Customer's failure to promptly pay any amount due hereunder (including a payment to increase or replenish a cash deposit provided as Security) within ten (10) Calendar Days following written notice of delinquency;

7.1.2. As to a Party, if such Party ceases to maintain any Governmental Approval (including any Commission acceptance or approval) necessary for such Party's performance of this Agreement or the contemplated ownership or operation of the Project Facilities;

7.1.3. As to a Party, if such Party fails to fully cure its breach of any other obligation under this Agreement within twenty (20) Calendar Days following written notification of such breach or such longer period, not to exceed a total cure period of one hundred eighty (180) Calendar Days, as may be reasonably

necessary to cure such breach, provided that such Party has commenced and is diligently pursuing such cure; or

7.1.4. As to a Party if it becomes Insolvent.

7.2. Termination. If an Event of Default in any material respect occurs as to a Party, the other Party will have the right to terminate this Agreement on ten (10) Calendar Days written notice to the defaulting Party, provided that this Agreement shall not be terminated if the Event of Default is cured within such ten (10) Calendar Day period.

7.3. Other remedies.

7.3.1. If an Event of Default in any material respect occurs and while it persists with respect to a Party, the other Party may suspend performance of its obligations with respect to the Work under this Agreement (other than its obligations to pay money) without prejudice to any other remedy that it may have under this Agreement or Applicable Law.

7.3.2. Whether or not a Party suspends performance of its obligations under, or terminates, this Agreement as a result of an Event of Default, such Party will have the right to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity due to such Event of Default, subject to the limitations of Section 7.4.

7.4. Exclusions and Limitations of Damages. Except to the extent such damages are included in any indemnification for third party damages, neither Party shall be liable under any provision of this Agreement for any special, indirect, incidental, consequential, punitive, or exemplary damages (including loss of profit or revenue, loss of use of equipment, cost of capital, or damage to reputation or relations) whether based in contract, tort, strict liability, statutory liability, or any other theory of liability. In no event shall a Party seek to enforce any claims against the directors, shareholders, members, officers, employees or agents of the other Party or its Affiliates under this Agreement by reason of their status as directors, shareholders, members, officers, employees or agents of a Party or its Affiliates, arising out of, or connected in any way with its performance or non-performance under this Agreement. Except for the indemnification obligations in Section 5, the aggregate liability of SWEPCO shall not exceed the total estimated cost of SWEPCO's portion of the Work as stated in Schedule 3.1.

8. CONFIDENTIALITY

8.1. Confidential Information. Each Party shall hold in strict confidence and shall not disclose or use any information obtained from the other Party hereunder that is marked confidential ("Confidential Information") for the period ending two (2) years after the date of termination of this Agreement.

8.2. Disclosure. Notwithstanding Section 8.1, a recipient shall be entitled to disclose Confidential Information to its Affiliates and members and its Affiliates' and members' officers, employees, agents, lenders, attorneys, and other advisors (collectively "Employees and Agents") for purposes of meeting its obligations and exercising its rights hereunder, provided that the Employees and Agents shall be informed of the confidentiality obligations provided herein. Each

recipient agrees to be responsible for any breach of the confidentiality obligations under this Agreement by its Employees and Agents. Further, a recipient shall also be entitled to disclose Confidential Information to the extent such disclosure: (a) is necessary or convenient as part of any regulatory proceeding in which it is a party, subject to a protective order or such other remedy as the disclosing Party may reasonably consider appropriate in the circumstances; (b) is required to be disclosed by stock exchange requirements applicable to the recipient or its Affiliates; (c) is necessary or otherwise reasonably deemed appropriate in connection with any dispute resolution commenced pursuant to this Agreement or any litigation commenced in respect of this Agreement; or (d) is disclosed to an entity whose primary business is the issuance of credit ratings, provided the information is disclosed pursuant to a customary confidentiality agreement, and is disclosed solely for the purpose of developing a credit rating and the entity's ratings are publicly available.

The parties understand and acknowledge that the City of Bentonville is subject to the Arkansas Freedom of Information Act and nothing contained herein shall prohibit compliance with the terms of that act.

8.3. Exclusions. Notwithstanding anything to the contrary in this Article 8, Confidential Information will not include information that: (a) has become part of the public domain other than by acts or omissions of the recipient or its Employees and Agents; (b) to the recipient's knowledge, has been furnished or made known to the recipient by a third party (other than those acting on behalf of the disclosing Party) as a matter of legal right and without relevant restriction on disclosure or use; (c) was in the recipient's possession prior to disclosure by the disclosing Party and was not previously acquired by the recipient or its Employees and Agents directly or indirectly from the disclosing Party; or (d) is independently developed by Employees and Agents of the recipient without access to Confidential Information.

8.4. Notification. Under circumstances other than those provided in Section 8.2, if a Party is required pursuant to Applicable Law or otherwise becomes legally compelled to disclose any of the Confidential Information or the fact that the Confidential Information has been made available to it, such Party shall (unless prohibited by Applicable Law from doing so) promptly notify the disclosing Party in order that the disclosing Party may seek a protective order or such other remedy as the disclosing Party may consider appropriate in the circumstances. In any event, the compelled Party may disclose only that portion of the Confidential Information which such Party is legally required to disclose in the judgment of the Party's legal counsel without any liability to the disclosing Party hereunder and such disclosure shall not be a breach of this Section 8.4.

8.5. Survival. The provisions of this Article 8 shall survive a termination of this Agreement.

9. OTHER PROVISIONS

9.1. Construction with ILDSA. The rights and obligations of the Parties under this Agreement are subject to the ILDSA, provided that to the extent there is any conflict between the provisions of this Agreement and the ILDSA or any other tariff or agreement, the provisions of this Agreement shall control.

9.2. Notices. Any notice that is required or permitted under this Agreement may be given by personal delivery to the Party entitled thereto, by e-mail (with confirmation of receipt), by any courier service which guarantees overnight, receipted delivery, or by U.S. Certified or Registered Mail, return receipt requested, addressed to the Party entitled thereto, at:

If to Customer:	American Electric Power Service Corporation Vice President Market Operations 1 Riverside Plaza Columbus, OH 43215 e-mail: ejjames@aep.com
If to SWEPCO:	Director, System Interconnections American Electric Power Service Corporation 212 East 6th Street Tulsa, OK 74119 e-mail: rlpennybaker@aep.com
with copy to:	John W. Seidensticker, Senior Counsel American Electric Power Service Corporation 1 Riverside Plaza Columbus, OH 43215 e-mail: jwseidensticker@aep.com

Either Party may change its address or email for notice by written notice to the other Party in accordance with this Section 9.2. Any notice given (a) by personal delivery shall be deemed to be given upon such delivery, (b) by email shall be deemed given upon receipt, (c) by overnight courier service shall be deemed given on the date noted on the courier's receipt for delivery, or (d) by U.S. Certified or Registered Mail, return receipt requested, shall be deemed given upon the date noted on such return receipt, provided, however, that if in any case delivery is made on a day other than a Business Day or after 5:00 p.m. local time on a Business Day, delivery shall be deemed to be given upon the next Business Day.

9.3. Interest on Overdue Amounts. Except as otherwise provided in Section4.1.4, any amount due to a Party under this Agreement will earn interest accruing daily from the deadline for payment thereof until paid at the lesser of (i) an annual rate equal to the Prime Rate from time to time plus two (2) percentage points, or (ii) the maximum rate allowed by Applicable Law. This provision will not be interpreted to preclude SWEPCO from also including in its reimbursable costs an amount to compensate SWEPCO for the time value of advances made by it.

9.4. Amendment. No amendment to this Agreement will be valid or binding unless and until (a) reduced to writing and executed by each Party's authorized representative and (b) the requirements of Section 2.2 have been satisfied with respect to such amendment to the extent applicable. It is the intent of the Parties that, to the maximum extent permitted by law, the provisions of this Agreement shall not be subject to change under Sections 205 and 206 of the Federal Power Act absent the written agreement of the Parties, and that the standard of review for changes unilaterally proposed by a Party or the Commission, acting *sua sponte* or at the request of a third party, shall be the public interest standard of review set forth in *United Gas Pipe Line Co.*

v. Mobile Gas Service Corp., 350 U.S. 332 (1956), *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), *Morgan Stanley Capital Group, Inc. v. Public Utility District No. 1 of Snohomish County,* 554 U.S. 527, 128 S.Ct. 2733 (2008) and *NRG Power Marketing, LLC v. Maine Public Utilities Commission*, 558 U.S. 165, 130 S.Ct. 693 (2010).

9.5. Assignment. Except as otherwise provided in this Agreement, neither Party may assign any of its rights under this Agreement to any Person without the prior written consent of the other Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Customer may assign its rights under this Agreement to its lenders for collateral security purposes without SWEPCO's prior consent; provided, however, Customer shall promptly provide written notice to SWEPCO of such assignment. No assignment of this Agreement shall relieve the assignor of any obligation, duty or liability arising hereunder prior to such assignment, and in the event of an assignment by Customer to its lender, an assignment shall not relieve Customer of any obligation, duty or liability arising before or after such assignment. Neither Party's obligations shall be enlarged, in whole or in part, by reason of an assignment of this Agreement.

9.6. Merger and Integration; Binding on Successors; No Third Party Beneficiaries. This Agreement and the ILDSA set out the entire understanding of the Parties with respect to the matters they purport to cover and supersede all prior communications, agreements, and understandings, whether written or oral, concerning such matters. Except as otherwise expressly provided in this Agreement, the descriptions of the Project and Project Facilities set forth in any Prior Project Documentation are superseded by the descriptions given in this Agreement. No Party will be liable or bound to any Party in any manner by any warranties, representations, or covenants other than those set forth in or incorporated into this Agreement. The terms and conditions of this Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

9.7. Forbearance and Waiver. Except where a specific time period is provided hereunder for the exercise of a right or remedy, any Party's forbearance in the exercise or enforcement of any right or remedy under this Agreement will not constitute a waiver thereof, and a waiver under one circumstance will not constitute a waiver under any other circumstance.

9.8. Partial Invalidity. Any invalidity, illegality, or unenforceability of any provision of this Agreement in any jurisdiction will not invalidate or render illegal or unenforceable the remaining provisions hereof in such jurisdiction and will not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

9.9. Governing Law. The interpretation, enforcement and performance of this Agreement shall be governed by federal law where applicable, and when not in conflict with or preempted by federal law, the laws of the state in which the Delivery Point is located as specified in Schedule 3.1, without regard to the laws of such jurisdiction applicable to conflict of laws.

9.10. Multiple Counterparts. This Agreement may be executed by the Parties in multiple original counterparts, and each such counterpart will constitute an original hereof.

9.11. No Partnership. Nothing contained herein shall be deemed to create an association, joint venture, partnership, or principal/agent relationship between the Parties hereto or impose any partnership obligation or liability on either Party. Neither Party shall have any right, power or authority to enter into any agreement or commitment, act on behalf of, or otherwise bind the other Party in any way.

9.12. Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.

9.13. Sections. Unless otherwise specified, references in this Agreement to numbered Sections, Articles and Schedules shall be to Sections, Articles and Schedules of this Agreement.

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Executed as of the Execution Date:

Southwestern Electric Power Company	**City of Bentonville, Arkansas by American Electric Power Service Corporation as agent for Southwestern Electric Power Company, as agent for City of Bentonville, Arkansas**
By: _____	By: _____
Name: Robert W. Bradish	Name: _____
Title: Vice President	Title: _____

EXHIBIT 1.1

DEFINITIONS

Terms defined in this Exhibit 1.1 will have the meanings set forth in this Exhibit.

	TERM	DEFINITION
1.	Access Party	As defined in Section 3.5.1.
2.	AEP Tariff	Open Access Transmission Service Tariff of the American Electric Power System, on file with and accepted by the Commission.
3.	Affiliate	With respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.
4.	Agreement	As defined in the first paragraph.
5.	Applicable Law	Any statute, law, ordinance, executive order, rule, or regulation (including a regulation that has been formally promulgated in a rule making proceeding but, pending final adoption, is in proposed or temporary form having force of law); guideline, or notice having force of law; or approval, permit, license, franchise, judgment, order, decree, injunction, or writ of any Governmental Authority applicable to a specified Person or specified property, as in effect from time to time. Applicable Law will include the requirements of NERC and the ISO/RTO.
6.	Business Day	Any day other than a Saturday, a Sunday or a federal holiday.
7.	Calendar Day	Any day whatsoever, including any weekday, Saturday, Sunday or holiday. However, should the last day of a period of time or number of Calendar Days computed as Calendar Days in accordance with this Agreement be a Saturday, Sunday or federal holiday, then the next day which is not a Saturday, Sunday or federal holiday is the last Calendar Day in such period.

8.	CIAC	As defined in Section 4.4.
9.	Commencement Date	As defined in Section 2.3.
10.	Commission	Federal Energy Regulatory Commission.
11.	Confidential Information	As defined in Section 8.1.
12.	Connection Requirements	American Electric Power document entitled "Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System" or its successor.
13.	Customer	As defined in the first paragraph.
14.	Delivery Point	The point at which Customer's (or its members') power delivery facilities connect to SWEPCO power delivery facilities.
15.	Effective Date	As defined in Section 2.2.
16.	Employees and Agents	As defined in Section 8.2.
17.	Event of Default	As defined in Section 7.1.
18.	Execution Date	As defined in the first paragraph.
19.	Federal Power Act	16 U.S.C. §791a *et. seq.*
20.	Force Majeure	As defined in the first sentence of Section 10.1 of the AEP Tariff.

21.	Good Utility Practice	Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good utility practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the region.
22.	Governmental Approvals	Permits, consents, licenses, franchises, certificates, authorizations, registrations, or waivers, extensions, renewals, or variances relating thereto, in each case issued by any Governmental Authority, and filings with or notices to any Governmental Authority.
23.	Governmental Authority	Any federal, state, foreign, tribal, local, or municipal governmental body; and any governmental, regulatory, or administrative agency, commission, body, agency, instrumentality, or other authority exercising or entitled to exercise any executive, judicial, legislative, administrative, regulatory, or taxing authority or power, including any court or other tribunal. Governmental Authority will include NERC and the ISO/RTO.
24.	Granting Party	As defined in Section 3.5.1.
25.	Hazardous Material	Any chemical, material or other substance defined or included in the definition of "hazardous materials," "hazardous substances," "hazardous waste," or "toxic substance" under any federal, state and local laws and regulations as amended and applicable from time to time and shall also include asbestos in any form, urea formaldehyde foam insulation, equipment or fixtures containing polychlorinated biphenyl, petroleum hydrocarbons, ozone depleting refrigerants, fluorescent tubes, fluorescent magnetic core and coil ballasts and lead-based paint.
26.	ILDSA	As defined in Recital A.

27.	Indemnified Person	As defined in Section 5.1.
28.	Indemnifying Party	As defined in Section 5.1.
29.	Insolvent	A Person is "Insolvent" if such Person admits in writing its insolvency or bankruptcy, or commences a voluntary (or becomes subject to an involuntary) case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or state bankruptcy, insolvency, or other similar law, or consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, or sequestrator (or other similar official) of such Person or of any substantial part of its property, or makes an assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing.
30.	ISO/RTO	As defined in Recital B.
31.	NERC	North American Electric Reliability Corporation or its successor.
32.	Party or Parties	As defined in the first paragraph.
33.	Person	Any individual, corporation, partnership, limited liability company, other business organization of any kind, association, trust, or governmental entity, agency, or instrumentality.
34.	Prime Rate	A floating rate equal to the prime commercial lending rate from time to time as indicated in rates published in the *Wall Street Journal* or, if no such rate is published in the *Wall Street Journal*, in another public source reasonably designated by the creditor Party.
35.	Prior Project Documentation	As defined in Recital C.
36.	Project	As defined in Recital B.

37.	Project Facilities	All items of equipment and facilities to be constructed, reconstructed, installed, replaced, or upgraded as part of the Work.
38.	Projected In-Service Date	As defined in Section 3.3.
39.	Security	As defined in Section 4.2.
40.	SPP Tariff	Open Access Transmission Service Tariff of the Southwest Power Pool, on file with and accepted by the Commission.
41.	SWEPCO	As defined in the first paragraph.
42.	Work	As defined in Section 3.1.

SCHEDULE 3.1

BENTONVILLE POD #6: SUNSHINE STATION TO SUBSTATIONS B AND H

1. ISO/RTO

Southwest Power Pool ("SPP")

2. ILDSA:

Interconnection and Local Delivery Service Agreement between American Electric Power Service Corporation and American Electric Power Service Corporation as agent for Southwestern Electric Power Company, as agent for City of Bentonville, Arkansas dated as of June 20, 2014.

3. Description of the Project:

SWEPCO will replace the POD #6 - Moberly Lane tap structure and switches with the new Sunshine switching station with two circuit breakers. SWEPCO will install the Sunshine switching station on property in the vicinity of the existing POD #6 - Moberly Lane tap. SWEPCO will build ~1/4 mile double circuit to loop the East Centerton to East Rogers 161 kV line into the Sunshine station. SWEPCO will install 161 kV meter transformers in Substation B with a new meter and meter enclosure. SWEPCO will install a span and one structure outside the Sunshine station and will allow Customer to connect their line to Substations B and H to SWEPCO's structure.

Customer will rebuild Substation B at 161 kV and will install two 24/32/40 MVA 161/12.47 kV transformers in Customer's Substation B to served increased load. Customer will install a 36/48/60 MVA161/69 kV auto-transformer in Substation B connected to Customer's 69 kV line to Substation D. Customer will install a 161 kV switch and construct 161 kV transmission line from the connection with SWEPCO outside the Sunshine station fence to Customer's line connecting to stations H and B. The line switch at Substation D will continue to be operated normally open. Customer will provide structures in Substation B for SWEPCO's meter transformers and meter enclosure.

A one-line diagram of new POD #6 - Sunshine switching station connection to Substations B and H is shown in Figure 3.1.

4. Delivery Point Location

The Delivery Point will be located in the State of Arkansas.

5. Projected In-Service Date

SWEPCO plans to place the Project in service thirty six months after the Effective Date (twenty four months after the Effective Date if Arkansas Certificate of Convenience and

Necessity is not required). SWEPCO's 161 kV metering equipment will be installed in Customer's Substation B within twelve months of the Effective Date.

6. Fee Interest for SWEPCO Facilities (re: Section 3.5.1 of this Agreement)

Customer will not be required to provide fee interest for the real estate required for the Sunshine switching station as described in Section 3.5.1 of this Agreement.

7. Point of Change of Ownership

Ownership will change where Customer's 161 kV span from Substations B and H attaches to SWEPCO's structure outside the Sunshine switching station fence. SWEPCO will own the jumpers and Customer will own the hardware required to suspend the span.

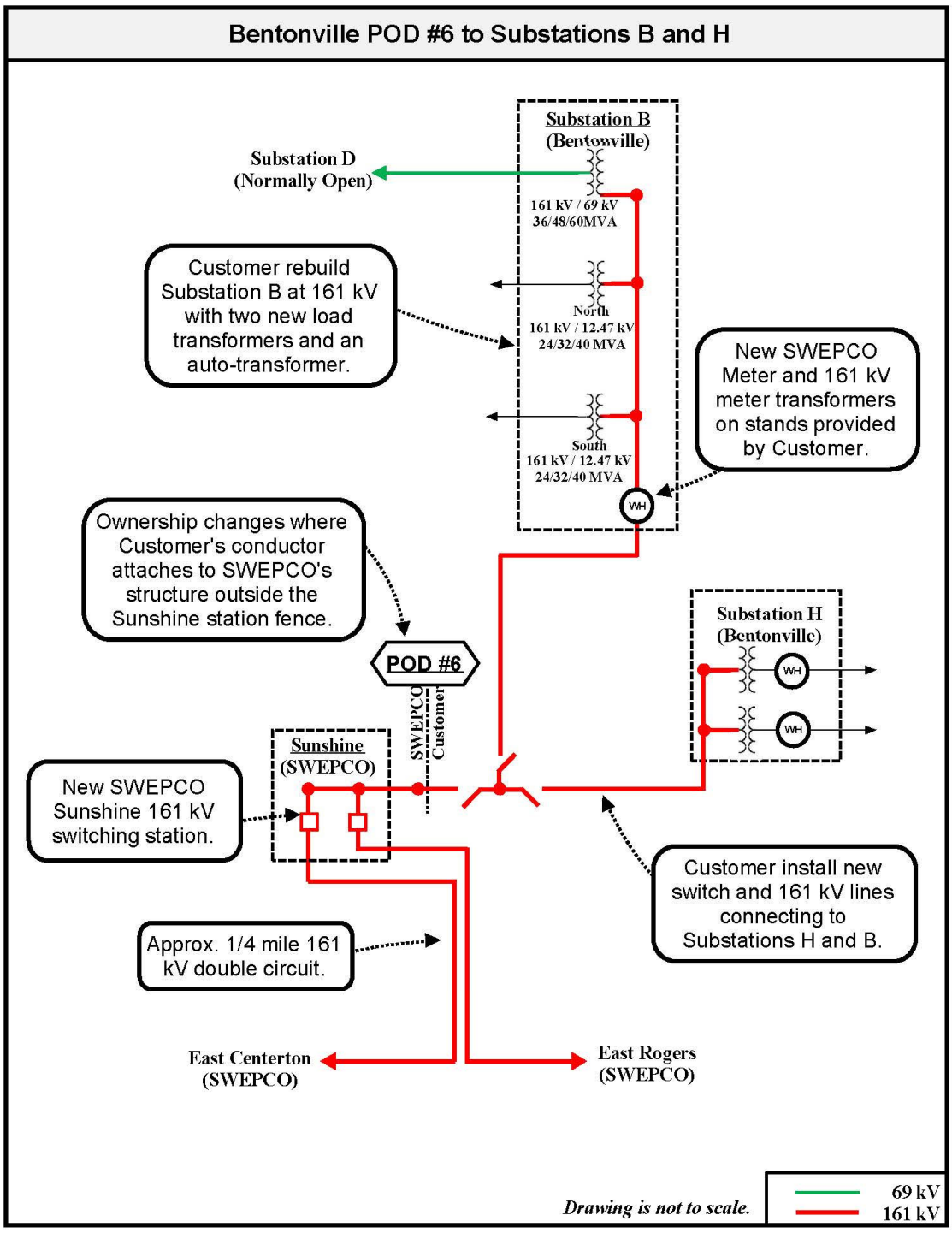
8. Security (re: Sections 2.3.2 and 4.2 of this Agreement)

SWEPCO will not require Customer to provide Security in connection with this Agreement.

9. Scope of Work

PROJECT FACILITIES CONSTRUCTED BY SWEPCO				
Element of the Work	**Party to Own Operate and Maintain the Project Facilities resulting from this Element**	**Party Responsible for Costs of this Element (subject to the provisions of Section 4.2)**	**Estimated Cost**	**Estimated Amount Directly Assigned to Customer**
Install the Sunshine switching station with two 161 kV circuit breakers.	SWEPCO	SWEPCO	$9,077,000	$0
Build ~1/4 mile double circuit to loop the East Centerton - East Rogers 161 kV line into the new Sunshine switching station. Include ADSS (or OPGW) in the new line.				
Transmission line remote end upgrades.				
Switching station property	SWEPCO	SWEPCO	$732,600	$0
Install 161 kV meter transformers on Customer's structures in Customer's Substation B.	SWEPCO	Customer	$350,000	$350,000
Install a meter in an outdoor enclosure on structures provided by Customer in the Customer's Substation B.	SWEPCO	Customer		
		Total Cost	$10,159,600	$350,000

PROJECT FACILITIES CONSTRUCTED BY CUSTOMER		
Element of the Work	**Party to Own Operate and Maintain the Project Facilities resulting from this Element**	**Party Responsible for Costs of this Element (subject to the provisions of Section 4.2)**
Rebuild Substation B at 161 kV with two 24/32/40 161/12.47 kV transformers and a 36/48/60MVA 161/69 kV auto-transformers.	Customer	Customer
Provide structures in Substation B for SWEPCO's meter transformers and meter enclosures.	Customer	Customer
Install a 3-way 161 kV switch on Customer's side of the connection to SWEPCO outside the Sunshine station fence and construct 161 kV lines connecting to substations H and B.	Customer	Customer


Bentonville POD #6 to Substations B and H
Substation B
(Bentonville)
Substation D
(Normally Open)
161 kV / 69 kV
36/48/60MVA
North
161 kV / 12.47 kV
24/32/40 MVA
South
161 kV / 12.47 kV
24/32/40 MVA
WH
Customer rebuild Substation B at 161 kV with two new load transformers and an auto-transformer.
New SWEPCO Meter and 161 kV meter transformers on stands provided by Customer.
Ownership changes where Customer's conductor attaches to SWEPCO's structure outside the Sunshine station fence.
POD #6
SWEPCO
Customer
Substation H
(Bentonville)
WH
WH
Sunshine
(SWEPCO)
New SWEPCO Sunshine 161 kV switching station.
Customer install new switch and 161 kV lines connecting to Substations H and B.
Approx. 1/4 mile 161 kV double circuit.
East Centerton
(SWEPCO)
East Rogers
(SWEPCO)
Drawing is not to scale.
69 kV
161 kV

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH SWEPCO AND AEP RELATED TO POINT OF DELIVERY FOR ELECTRIC SERVICE TO THE CITY OF BENTONVILLE.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a Delivery Point Agreement for Point of Delivery #6, as set forth in the attached 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	**4/27/2021**
Department	**Administration**
Submitted by	**Traivs Matlock**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type*)

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

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

Ordinance requesting City Council approve the addition of two (2) new positions to the Electric Department Pay Plan - Assistant Electric Engineering Manager (Grade 96A and Electric Department Development Coordinator (Grade 95A) to support the growth of the Electric Department's Electric Engineering section. There is no additional headcount associated with this change. Approved by Utility Board 5-0.

Estimated Cost	**$7,920.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

The $7,920 is the additional impact for the remainder of the year. Funds will be moved from another O&M account to cover this cost.

29 March, 2021

To: Bentonville City Council

From: Human Resources

Subject: Memo Concerning Adding Two (2) New Positions in the Electric Department Pay Plan

1. Staff recommends that the City Council approve the addition of two (2) new positions in Electric Department Pay Plan – an Assistant Electric Engineering Manager (Grade 96A) and an Electric Department Development Coordinator (Grade 95A).

2. With the continued growth of the City, the Bentonville Electric Utility Department (BEUD) has to change the way we are organized in our engineering section. In the past, BEUD only had two (2) Electric Engineering Technicians to cover all past, current, and future developments (both Large-Scale Developments and Preliminary Plats), in-house projects (extensions and maintenance), road widening, and any associated mapping. Over the last few years, three additional technicians have been hired to assist with everything going on in the department. The three technicians are basically the same skill level, so they need to be trained in all aspects of what the engineering section does. In addition to the training, there is increased project supervision and oversight. The current Electric Engineering Manager can no longer effectively manage the staff training, supervision, project oversight and monitor/maintain/troubleshoot all aspects of the City of Bentonville's electric system. The addition of an Assistant Electric Engineering Manager is needed to put together and oversee the training of the technicians and schedule their time with project design. In addition to the training, they will continue to do overhead/underground design, road projects, and mapping as needed.

3. Another new position needed is the Development Coordinator. With the continual growth in developments, the Development Coordinator will be the Electric department's a specific point of contact for the various Large-Scale Developments and Preliminary Plats that are submitted for BEUD to design, and coordinate with the Electric Inspector once the projects go to construction. The

DC will also contribute to the training of the three techs and teach them the different aspects of electrical design. These two new positions will work along with the Engineering Manager to ensure BEUD stays on top of all the developments, system improvements and expansions.

4. The actual staffing of these 2 new positions with be done by promoting existing qualified electric staff members from their current roles (as Electric Technicians) and will not require additional headcount.

ORDINANCE NO. _____

AN ORDINANCE ADDING PERSONNEL POSITIONS TO THE PAY PLAN FOR THE CITY OF BENTONVILLE, ARKANSAS.

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

Section 1: That the positions of "Assistant Electric Engineering Manager" Grade 96A and "Electric Department Development Coordinator" Grade 95A should be and the same are hereby added to the City of Bentonville Pay Plan.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Sanitation**
Submitted by	**Gary Wilson**
Phone	**479-271-3104**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

The initial resolution previously passed included the incorrect entity name for Republic Services. This resolution corrects the name. Staff recommends approval of the sanitation contract extension with Republic Services. Originally approved by both the Utility Board and City Council.

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

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

FIRST AMENDMENT TO THE MUNICIPAL CONTRACT

This First Amendment ("First Amendment") to the Municipal Contract dated October 1, 2012, (the "Municipal Contract") is entered into as of _____ day of April, 2021 between the City of Bentonville, Arkansas ("Bentonville") and Allied Waste Services of Arkansas LLC, dba Republic Services of Bella Vista[1], ("Republic") (collectively the "Parties").

WHEREAS, the Municipal Contract terminates on September 30, 2022, and the parties wish to extend the current term.

NOW, THEREFORE, in consideration of terms described below, the parties have agreed to amend the Municipal Contract as follows:

1. Paragraph 4 is amended to state the following:

   "The current term of the Municipal Contract expires on September 30, 2022."

2. Paragraph 5 is amended to state the following:

   "The parties have agreed to extend the Municipal Contract for an additional three years after the current term. The extension period shall be from October 1, 2022 to September 30, 2025."

3. Continuing Effect. Except insofar as they may be modified or amended by this First Amendment or are otherwise in conflict with this First Amendment, all terms and provisions of the Municipal Contract shall remain in full force and effect.

Witness the execution hereof:

Allied Waste Services of Arkansas, LLC
dba Republic Services of Bella Vista

By:_____ Date:_____
David Sestak, General Manager

City of Bentonville

By:_____ Date:_____
Stephanie Orman, Mayor

[1] The Municipal Contract incorrectly states the Republic legal entity, which is Allied Waste Services, LLC, dba Republic Services of Bella Vista.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT EXTENDING THE REFUSE COLLECTION AGREEMNT BETWEEN THE CITY OF BENTONVILLE AND ALLIED SERVICES, LLC DBA REPUBLIC SERVICES OF BELLA VISTA

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 add-on agreement with Allied Services, LLC dba Republic Services of Bella Vista as set forth in the agreement attached hereto as Exhibit 'A".

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

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

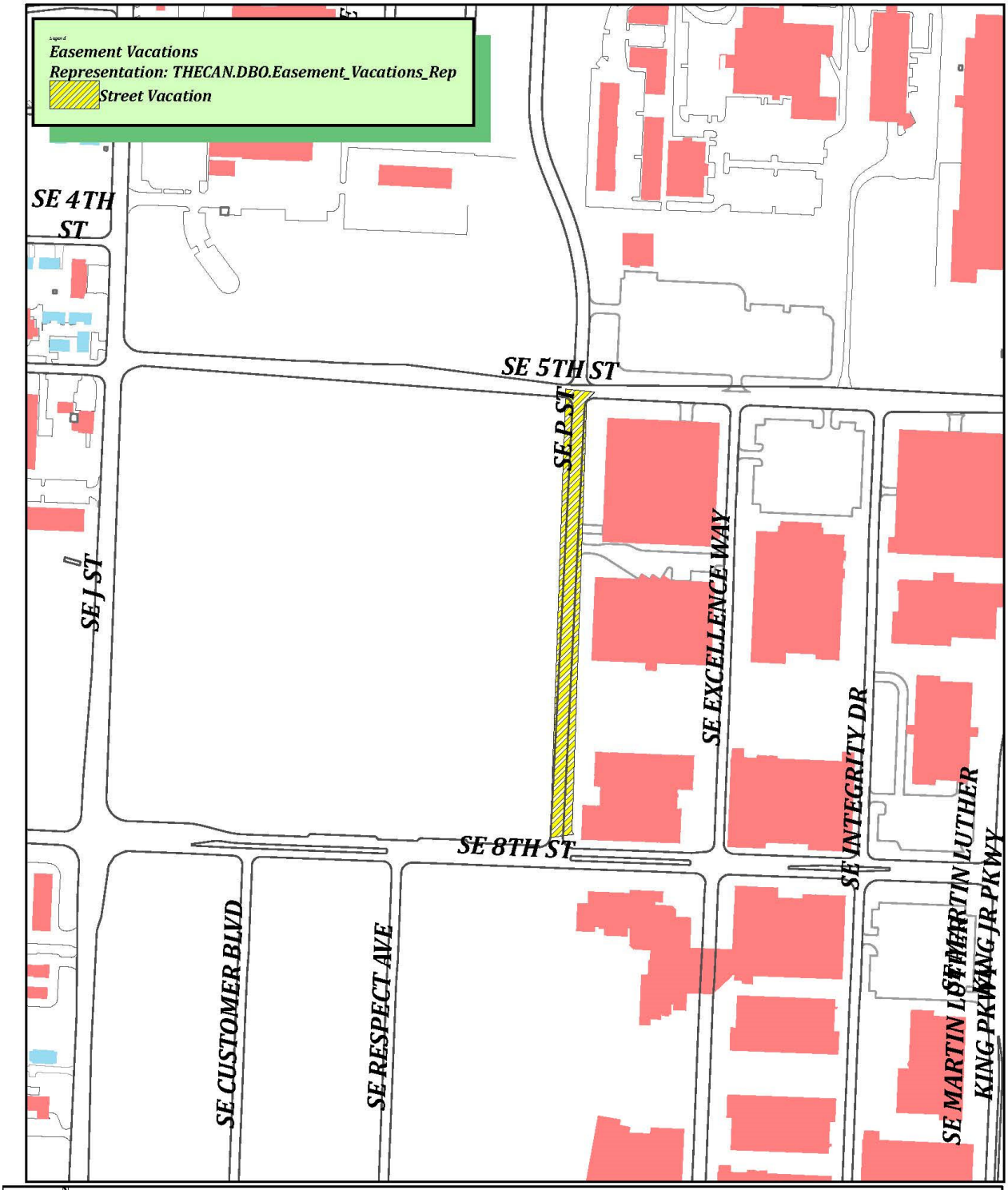
_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action *(Enter recommendation in space below)*:					
Public hearing and ordinance vacating Street Right of Way requested 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

ORDINANCE NO_____

AN ORDINANCE VACATING STREET RIGHT OF WAY LOCATED AT SE P STREET BETWEEN SE 5TH STREET AND SE 8TH STREET TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC21-0005).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Walmart asking the City Council to vacate street right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly 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, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described street right of way.

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to street right of way designated 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. **Section 2:** A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2021 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Kirby Romines, City Clerk and Recorder
City of Bentonville, Arkansas

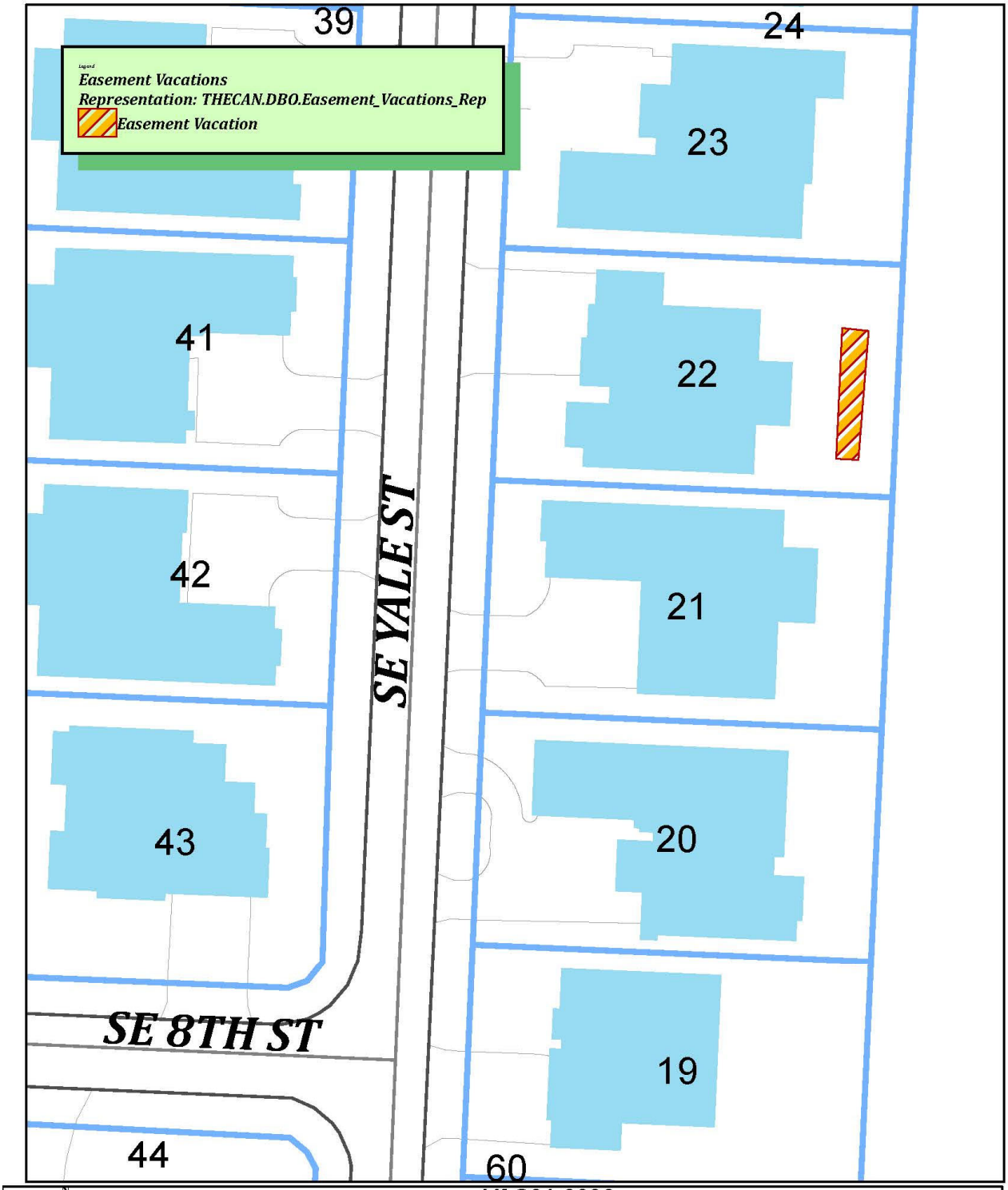
_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award
Recommendation/Suggested Action *(Enter recommendation in space below)*:					
Resolution setting a public hearing for May 11, 2021 for a Utility Easement Vacation requested for 705 SE Yale Street of College Place Subdivision (VAC21-0006).					

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


Legend
Easement Vacations
Representation: THECAN.DBO.Easement_Vacations_Rep
Easement Vacation
39
24
23
41
22
42
21
SE YALE ST
43
20
SE 8TH ST
19
44
60
1 inch = 41 feet
VAC21-0006
Proposed Easement Vacation
705 SE Yale St

EASEMENT VACATE AREA DESCRIPTION:

PART OF LOT 22, COLLEGE PLACE SUBDIVISION, PHASE 8, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 2007 AT PAGES 82 AND 83 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST (SE) CORNER OF SAID LOT 22; THENCE NORTH 87°33'48" WEST A DISTANCE OF 12.71 FEET; THENCE NORTH 04°31'11" EAST A DISTANCE OF 12.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°22'29" WEST A DISTANCE OF 7.68 FEET; THENCE NORTH 02°41'58" EAST A DISTANCE OF 45.00 FEET; THENCE SOUTH 84°09'15" EAST A DISTANCE OF 9.09 FEET; THENCE SOUTH 04°31'11" WEST A DISTANCE OF WEST 44.51 FEET TO THE POINT OF BEGINNING CONTAINING 377 SQUARE FEET MORE OR LESS.

EASEMENT RELEASE APPROVAL:

BENTONVILLE WATER DEPARTMENT_____

BENTONVILLE SEWER DEPARTMENT_____

BENTONVILLE ENGINEERING DEPARTMENT_____

BENTONVILLE ELECTRICAL DEPARTMENT_____

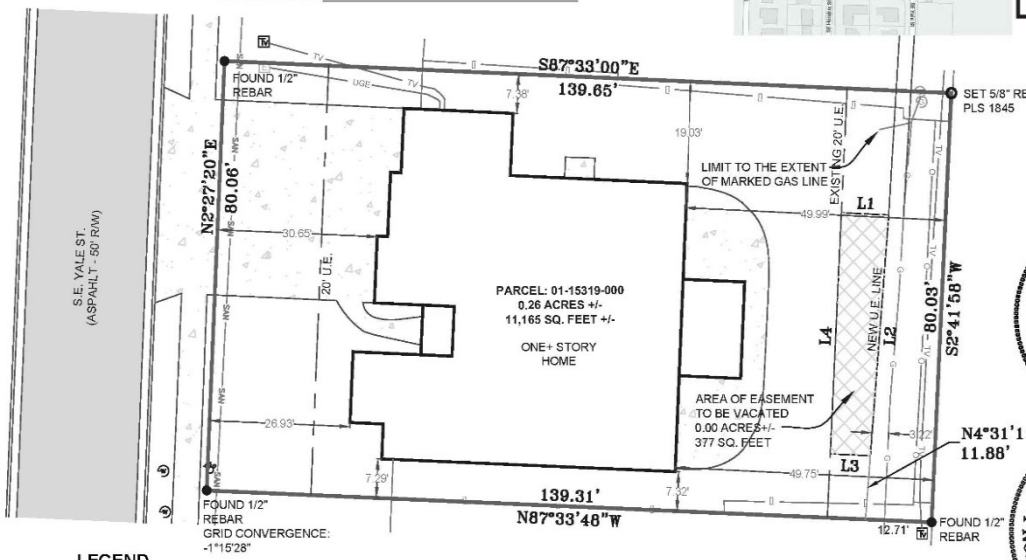
COX COMMUNICATION_____

AT&T_____

BLACK HILLS ENERGY_____

Vicinity Map
N.T.S.

Recording Information



Notes:

1. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:

   Easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.

2. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.

3. This plat represents a boundary survey of the parcel recorded in Deed Records, Instrument No. L201936448 at the Office of the Circuit Clerk Benton County, Arkansas.

4. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.

5. Basis of Bearings: AR State Plane North Zone (NAD83).

6. This survey is valid only if the drawing includes the seal and signature of the surveyor.

7. This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats."

8. No abstract of title, nor title commitment, nor results of title searches were furnished to the surveyor. There may exist other documents of record which would affect this parcel.

9. Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.

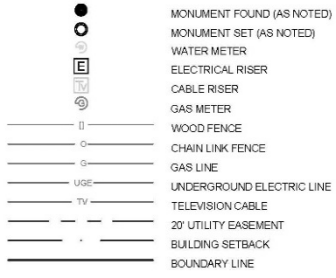
10. Building setbacks are as follows:

Front (Garage Front)	30 Feet
Front (House Corner)	20 Feet
Side	7 Feet
Rear	25 Feet

11. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.

12. Underground utilities were located by visible above ground markings as marked by utility locators and shown hereon as located by James Layout Services, LLC survey field crews. All utility locations shown hereon are approximate. All utilities may not have been marked/located by the appropriate locators. No excavation has taken place as of this date to determine the exact location of existing underground utilities shown on this survey.

LEGEND



Parcel Line Table		
Line #	Length	Direction
L1	9.10'	S87° 15' 53"E
L2	45.00'	S4° 31' 11"W
L3	7.67'	N87° 25' 39"W
L4	45.00'	N2° 41' 58"E

20 0 20

SCALE: 1" = 20'

DESCRIPTION:
LOT 22, COLLEGE PLACE SUBDIVISION, PHASE 8, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 2007 AT PAGES 82 AND 83.

CERTIFICATE OF AUTHORIZATION · ARKANSAS SURVEYOR · JAMES LAYOUT SERVICES, LLC NO. 2389

REGISTERED STATE OF ARKANSAS NO. 1845 SIGNATURE MATTHEW D. JAMES PROFESSIONAL LAND SURVEYOR

Easement Vacate for:
Patrick & Lindsey Horath

Project Data	
Job Number:	21-044
Date:	2/22/21
System:	AR SPC North Zone
Field Op.:	A.S.
Drawn By:	A.S.
Checked By:	M.J.
Scale	1"=20'
Sheet	1 of 1
Revision	0

JLS
James Layout Services, LLC
P.O. Box 611
Farmington, Arkansas 72730
Telephone: (479) 439-9929
survey@jlsnwa.com

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 Patrick Horath requesting a utility easement vacation (VAC21-0006) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

PART OF LOT 22, COLLEGE PLACE SUBDIVISION, PHASE 8, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 2007 AT PAGES 82 AND 83 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST (SE) CORNER OF SAID LOT 22; THENCE NORTH 87°33'48" WEST A DISTANCE OF 12.71 FEET; THENCE NORTH 04°31'11" EAST A DISTANCE OF 12.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°22'29" WEST A DISTANCE OF 7.68 FEET; THENCE NORTH 02°41'58" EAST A DISTANCE OF 45.00 FEET; THENCE SOUTH 84°09'15" EAST A DISTANCE OF 9.09 FEET; THENCE SOUTH 04°31'11" WEST A DISTANCE OF WEST 44.51 FEET TO THE POINT OF BEGINNING CONTAINING 377 SQUARE FEET MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on May 11, 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
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Transportation**
Submitted by	**Chuck Chadwick**
Phone	**(479) 502-4663**

Item Type: (*Check Applicable Item Type*)

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

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

Resolution approval requested by Chuck Chadwick, Airport Manager, for the City of Bentonville's application for a FY 2021 grant for the design of the Runway Widening project. This grant is for design only and is in the total amount of $166,850.00 and, if awarded, will be for 100% of the cost of the design project. $150,165.00 will be paid through a FAA Airport Improvement Project Grant and the balance, $16,850.00 will be paid by funds authorized by the American Rescue Plan Act of 2021. This design will be for a ten (10) foot widening of the existing paved runway 18/36.

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

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

This grant is for design only and is in the total amount of $166,850.00 and, if awarded, will be for 100% of the cost of the design project. $150,165.00 will be paid through a FAA Airport Improvement Project Grant and the balance, $16,850.00 will be paid by funds authorized by the American Rescue Plan Act of 2021.

Memo

To: City Council, Mayor Orman

From: Chuck Chadwick, Airport Manager

CC:

Date: April 15, 2021

Re: Grants for the Design Only portion of the Widening of Runway 18/36

Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to execute all documents necessary for a grant through the FAA Airport Improvement Program (AIP) and a grant pursuant to a grant through the American Rescue Plan Act of 2021.

These grants will facilitate the design only of airport widening project of the paved runway 18/36. The ultimate widening of the hard surface runway will improve safety and increase the airport's ability to handle larger aircraft.

These grants are in the total amount of $166,850.00 and, if awarded, will be for 100% of the cost of the design project. Of the total project amount, $150,165.00 will be paid through a FAA Airport Improvement Project Grant and the balance, $16,850.00 will be paid by funds authorized by the American Rescue Plan Act of 2021.

Staff has reviewed this project and recommends applying for the grant.

1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ALL DOCUMENTS NECESSARY TO APPLY TO THE FAA FOR AN AIRPORT IMPROVEMENT PROGRAM GRANT AND A GRANT PURSUANT TO THE AMERICAN RESCUE PLAN ACT OF 2021 FOR WIDENING OF RUNWAY 18/36 (DESIGN ONLY) PROJECT AT BENTONVILLE MUNICIPAL AIRPORT.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to execute all documents necessary to apply to the FAA for an Airport Improvement Program grant and a grant pursuant to the American Rescue Plan Act of 2021, for the widening of Runway 18/36 (Design only) Project at Bentonville Municipal Airport.

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	**4/27/2021**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☑ Bid Award

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

Bid award #IFB-21-05 to Luttrell Enterprises for mowing at the City of Bentonville Municipal Airport. The contract is for a one year term, renewable annually upon agreement and budget approval for a total maximum term of three years. Please see attached memo.

Estimated Cost	**$30,000**
Is this Item Budgeted?	☑ Yes ☐ No
If no, please explain how item will be funded ***(briefly explain in space below)*** **:**	

Bentonville Street Department
3200 SW Municipal Drive
Bentonville, AR 72712
Phone: (479) 271-3130

Memorandum

DATE: 4-16-2021

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: Bid Award for Mowing Municipal Airport

On March 23, 2021 the City of Bentonville received one bid to mow certain areas of the municipal airport. The bid includes three prices, one for brush hog services, one for rough mow and one for finish mow. Please see the attached bid document for pricing.

Certain areas of the airport will need to be mowed at different times once the grass is at a certain height. The airport budget for mowing services this year is $30,000.00, no budget adjustment is needed for this.

Sincerely,

Tony Davis
Street Manager
City of Bentonville

CITY OF BENTONVILLE
BID OPENING TABULATION SHEET
IFB-21-05 AIRPORT MOWING SERVICES

TUESDAY, MARCH 23, 2021 @ 1:30 PM

BIDDER NAME	TOTAL BID PRICE
Luttrell Enterprises	$ 4,677.10

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

AIRPORT MOWING SERVICES

Invitation For Bid (IFB)-21-05

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, experienced, capable, applicably licensed entities with the necessary equipment to perform the services for brush hogging, rough mowing, finish mowing and trimming and edging services to be performed at the Bentonville Municipal Airport- Louise M. Thaden Field, for the City of Bentonville, Arkansas Street Department. The awarded Bidder will be required to sign a binding contract with the City. The awarded Contract will be for a one (1) year term, for 2021 services, and shall be renewable annually upon mutual written agreement for a total maximum term of three (3) years.

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

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

There will be a Mandatory Pre-Bid Meeting (in-person) held on Wednesday, March 10, 2021 at 9:00am CST at the Bentonville Municipal Complex, in the 2nd Floor Transportation Conference Room, located at 3200 SW Municipal Drive Bentonville, AR 72712.

During the Mandatory-Pre-Bid Meeting, Mandatory Ride-A-Long appointments will be scheduled according to City and Bidder schedule availability for Wednesday, March 10 (after the Mandatory-Pre-Bid Meeting), Thursday, March 11, and Friday, March 12. The Ride-A-Longs will consist of riding with a City of Bentonville employee to view certain areas included in the Scope of Work.

Attendance to the Mandatory Pre-Bid Meeting and a Mandatory Ride-A-Longs are required to be eligible to submit a bid to IFB-21-05.

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

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

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

There will be a Public Bid Opening for IFB-21-05 held at 1:30pm on Tuesday, March 23, 2021; the bid opening will be held at the City of Bentonville Administrative Services Building in Room A103 on the 1st floor, located at 1000 SW 14th Street Bentonville, AR 72712. All bid submissions must be received by Purchasing prior to the Public Bid Opening time. Late submissions, submissions which do not contain the required Bid Guarantee, unsigned bid submissions, or submissions received from entities which did not attend the Mandatory Pre-Bid Meeting and Mandatory Ride-A-Long will be rejected, without exception.

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

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-05	**Date of Issuance:**	February 28, 2021
Description:	Airport Mowing Services		
Requesting Department:	CITY OF BENTONVILLE STREET DEPARTMENT		
Pre-Bid Meeting Information:	**MANDATORY PRE-BID MEETING ON march 10, 2021 AT 9:00AM** – 3200 SW MUNICIPAL DR. BENTONVILLE, AR 72712 (2ND FLOOR TRANSPORTATION CONFERENCE ROOM) **MANDATORY RIDE-A-LONG APPOINTMENTS SCHEDULED DURING PRE-BID MEETING** (FOR 3/10,3/11,3/12) *SEE DETAILS/INFORMATION IN THIS IFB DOCUMENT*		
Bid Bond Requirement:	$500.00 Bid Guarantee Required in Bid Submission		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**MARCH 23, 2021 AT 1:30 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Temporary Bid Opening Room – 1st Floor – Room A103 (located directly to the left when entering the building) 1000 SW A Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712 ***Between February 8, 2021 and February 15, 2021, all hand-delivered bid submissions require an appointment for delivery. Please contact the Purchasing Office to make an appointment***
Bid Submission Requirements:	All bids must be received by the Purchasing Office prior to the date and time listed herein for the bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late bids, unsigned bids, or bids which do not contain a bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their bid submission correctly and to the designated location prior to the bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarification:	March 17 – 4:30 P.M. CST
Questions must be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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

EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned bids will be rejected - no exceptions.

Name of Firm: Luttrell Enterprises **Phone Number:** 479-841-0143

Business Address (Full Street/City/State/Zip): 6960 W. Wedington Dr. Fayetteville, AR 72704

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

Name of Contact Person: Bobby Luttrell **Email:** luttrellent@gmail.com

Signature of Authorized Person: [redacted] **Date:** 3-18-21

Printed or Typed Name: Robert Luttrell **Title:** Owner

Arkansas Contractors License Number: [redacted] **(Not required unless specified)**

Sales or Use Tax ID Number: 431 17 2828

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

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

!IMPORTANT! THE PURCHASING OFFICE HAS MOVED!

The City of Bentonville Purchasing Office has moved to:

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

For questions, please contact the Purchasing Office by calling (479) 271-3115, emailing purchasing@bentonvillear.com, or contact the Purchasing Manager by emailing gshoemake@bentonvillear.com.

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

INTENT

The intent of this Invitation for Bid is to solicit for brush hogging, rough mowing, finish mowing and trimming and edging services to be performed at the Bentonville Municipal Airport- Louise M. Thaden Field, for the City of Bentonville, Arkansas Street Department. The awarded Bidder will be required to sign a binding contract with the City.

RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

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

- IFB document, all response fields complete.
- $500.00 Bid Guarantee: As defined in the 'BID GUARANTEE' section of this Invitation for Bid.
- Proof of Insurance: All bids must contain either proof that the Bidder maintains the required insurance or a Letter of Intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the company submitting a bid pursuant to the terms herein and of any contract resulting from this Invitation for Bid.

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

APPENDICES

- **APPENDIX A: MAP COLOR KEY**
- **APPENDIX B: AERIAL MAPS**
- **APPENDIX C: BRUSH HOG AREA MAPS**
- **APPENDIX D: ROUGH & FINISH MOW AREA MAPS**

BID GUARANTEE

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

Bids received that do not include a bid guarantee, as specified in this Invitation for Bid, will be rejected.

CONTRACT TERM:

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

MANDATORY PRE-BID MEETING & RIDE-A-LONGS

There will be a Mandatory Pre-Bid Meeting (in-person) held on Wednesday, March 10, 2021 at 9:00am CST at the Bentonville Municipal Complex, in the 2nd Floor Transportation Conference Room, located at 3200 SW Municipal Drive Bentonville, AR 72712.

During the Mandatory-Pre-Bid Meeting, Mandatory Ride-A-Long appointments will be scheduled according to City and Bidder schedule availability for Wednesday, March 10 (after the Mandatory-Pre-Bid Meeting), Thursday, March 11, and Friday, March 12. The Ride-A-Longs will consist of riding with a City of Bentonville employee to view certain areas included in the Scope of Work.

Attendance to the Mandatory Pre-Bid Meeting and a Mandatory Ride-A-Longs are required to be eligible to submit a bid to IFB-21-05. (Continued on Following Page)

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

COVID-19 Precautions:

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

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

SCOPE

Bidder agrees to furnish all labor and equipment necessary to perform all services as specified herein. The approximate number of mow cycles are as follows: 5-6 cycles of brush hogging , 13-15 cycles of rough mowing, and 26-30 cycles of finish mowing annually; edging and trimming shall be done when applicable for each area of service. The total number of cycles may vary, dependent on seasonal growth and weather.

Each cycle will include all services that are industry standard when performing brush hogging, rough mowing and finish mowing services; including but not limited to: rough mowing, brush hogging, trimming and edging, debris removal prior to the start of each mowing service, and upon the conclusion of each mowing service to present a clean appearance.

The City reserves the right to inspect any and all equipment to be used by the awarded Bidder prior to beginning services to ensure that the equipment is suitable to perform the services as described herein.

Bidder and the City agree that certain weather and growth related circumstances may require the mowing cycles to be delayed, and that there is no guarantee of the number of mowing cycles that will be completed in a season. Examples of such circumstances would be inclement weather and below average growth periods or seasons. Any delays or scheduling changes shall be communicated in writing between the City and the awarded Bidder. The City shall have the final determination of when grounds are able to be mowed or when the cycle requires rescheduling. Bidder will be paid only for completed cycles. The City reserves the right to add or remove cycles based on what is in the City's best interest and according to budgetary considerations.

The Bentonville Municipal Airport property is approximately 101 acres; the approximate mowable acreage is 88.5 acres. The estimate of mowable acreage is determined after subtracting for non-mowable hard sufaces, and is not a guarantee of the exact number acreage amount.

The airport runway length is approximately 4,420 feet (four thousand four hundred twenty feet).

The airport taxiway length is approximately 3,775 feet (three thousand seven hundred seventy five feet.

The distance between the pavement edge and the outside edge of the taxiway lights is an approximate average of 11 feet (eleven feet).

DELIVERY

The City of Bentonville requests that the services begin on approximately April 16, 2021. If this schedule cannot be met, Bidder must state the date that Bidder is available to begin services. Failure to state a date of availability obligates the Bidder to begin services within the City's requested timeline. Extended service start dates may be considered when in the best interest of the City.

Date available to begin services: Immediately

EQUIVALENT

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

INSURANCE

All bids must contain a Letter of Intent (LOI) from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the company submitting a bid.

The awarded Bidder will be required to provide the following Certificates of Insurance prior to beginning services for the City:

- Workers Compensation: As required by the State of Arkansas
- Comprehensive General Liability (Broad Form) in amounts to be specified by the City prior to signing the contract.

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 or damage to any aircraft, aircraft hangers, and runway lights shall be the sole responsibility of the awarded Bidder and shall be corrected at the awarded Bidder's expense in a timely manner, as directed by the City.

INVOICING

Bidder shall provide an invoice to the City's designated contact monthly upon the conclusion of each month's mowing cycles for approval. Approved invoices will be sent to the City's Accounts Payable Department for payment within fourteen (14) days.

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

PAYMENT TERMS

☑ Net 30 days ☐ Other: _____

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

_✓_ Yes _____No

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

Contractor/Vendor Disclosure

Company Name: Luttrell Enterprises

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

Immediate Relation includes:

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

N/A

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

CITY OF BENTONVILLE, ARKANSAS
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Bidders: Note Address Changes

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    In the event of two or more identical low bids, award will be made to the most responsive and responsible bidder, as determined in the bid evaluation process.

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

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.

14. **VARIATIONS OF SPECIFICATIONS**: For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.

15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.

17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's

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

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

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

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every Friday.

38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

39. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

40. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Office at (479) 271-3115.

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

SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space following specifications. Bidder must also provide additional information where indicated.

SPECIFICATION	BIDDER MUST INDICATE "AS SPECIFIED" BY PLACING AN "X" IN THIS COLUMN.
Bidder shall coordinate all schedules and delays with the City's designated contact.	X
Bidder acknowledges that advanced notice shall be given to the appointed airport contact each mowing cycle.	X
Bidder will have equipment available for inspection by the City prior to beginning services and acknowledges that the City reserves the right to inspect Bidder's equipment prior to award of contract and/or prior to services beginning.	X
Bidder acknowledges and understands that brush hogging and rough mowing schedules should be kept consistent.	X
Bidder acknowledges and understands that finish mowing schedules should be kept consistent.	X
Bidder understands that Bidder and any of Bidders employees or agents will be expected to be professional, detail oriented, and quality driven.	X
Bidder understands that debris and/or litter removal may be required prior to and at the conclusion of each tpe of mowing cycle to ensure that debris does not become spread, cause property damage, or cause an unsightly appearance.	X
Bidder understands that the mowing services shall not be performed in conditions saturated to the point that turf damage or rut damage would occur and that any such damage as a result of the mowing operation would require the Bidder to repair the damaged area(s) at no cost to the City, as directed by the City.	X
Bidder shall be responsible for any damage to airport runway or taxiway lights.	X
Brush Hog/Rough Mow Areas: Grass shall be brush hogged to a uniform height of 4.5" (four-and-a-half inches) and rough mowed to a uniform height of 3"-3.5" (three-and-a-half to four-and-a-half inches). The City shall have the final determination of the mowing height and shall perform an inspection after each mowing cycle. Bidder shall be responsible for correction of any areas where the specifications have not been met.	X

Specifications Continued...	
Finish Mow Areas: Grass shall be mowed to a uniform finish mow height of 3" (three inches). The City shall have the final determination of the mowing height.	X
Bidder shall use proper blowing equipment to remove all grass clippings, sticks, leaves, etc. from parking lots, streets, walkways, curb lines etc. In the event that grass become stuck to the surface, a push broom must be used in order to break the grass away from the surface and then proceed with blowing accordingly.	X
Bidder acknowledges that safety is the number one concern, and attests that all industry standards and best practices will be in place to ensure proper safety precautions and an accident free work environment.	X
Bidder acknowledges that approved 36x36 (thirty-six by thirty-six) orange and white safety flags (FAA Rule-AC 150-5210-5C & AC150-5200-18C Standards) shall be attached to any vehicle or equipment during operation on airport property.	X
Bidder acknowledges that approved safety strobe lights or beacon lights shall be attached to any vehicle or equipment during operation on airport property.	X
The awarded Bidder shall weed-eat around the taxiway lights to prevent the lights from breaking due to impact from mowers. The awarded Bidder may decide to spray if desired; any spray chemical used shall be pre-approved by the City's designated contact prior to application.	X

Detail Notes
(Optional):_____

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

BIDDER'S ACKNOWLEDGEMENT OF REQUIRED DOCUMENTS

Bid Submittal Documents: Documents and bonds required for a complete Bid Submission.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields completed, including the Pricing Sheet.	
Proof of Insurance, as specified.	
Bid Guarantee/Bid Bond, as specified.	
Acknowledgement of all Addenda in Bid Submission, where applicable. (Bidder is required to acknowledge any Addenda issued by either including a copy of the Addenda in their Bid Submission, or notating the Addenda number(s) here.)	

Upon Contract Execution: Bidder's verification of understanding that the following bonds and proof of insurance are due upon signing of the binding contract.

Description	Bidder's Initials
Insurance Certificate, as required and as specified, naming the City of Bentonville as additionally insured. Bidder's should use the following address for the City of Bentonville: City of Bentonville, Arkansas 1000 SW 14th Street Bentonville, Arkansas 72712	

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

PRICING SHEET

Bid prices shall include all costs to the City, including but not limited to: tax, delivery, labor, equipment, maintenance of equipment, and profit. The City of Bentonville tax rate is 9.5%. All locations are located within the City of Bentonville, Arkansas. The City of Bentonville is NOT tax exempt.

The Bid Award will be made based on the most responsible and lowest Total Bid Price. The Total Bid Price will be the sum of the Totals for 1)Brush Hog Services, 2)Rough Mow Services and 3)Finish Mow Services, and is intended only for the City's use in the comparison of bids.

The awarded Bidder will only be compensated for completed mowing cycles.

The City reserves the right to withdraw any work at any time for the locations specified at the Unit Price (Per Cycle Cost) bid throughout the term of the contract.

Bidders are responsible for making themselves familiar with the properties where the services are to be performed prior to submitting a bid.

Location Name and Address	**Per Cycle Cost**
1. Brush Hog Services (Approx. 70.75 acres) Bentonville Municipal Airport – Louise M. Thaden Field 2500 SW Aviation Drive Bentonville, Arkansas	$ 3385 00
2. Rough Mow Services (Approx. 15 acres) Bentonville Municipal Airport – Louise M. Thaden Field (Includes West Side Hangars) 2500 SW Aviation Drive Bentonville, Arkansas	$ 1149 75
3. Finish Mow Services (Approx. 3.50 acres) West Side Hangars Bentonville Municipal Airport – Louise M. Thaden Field 2500 SW Aviation Drive Bentonville, Arkansas	$ 142 35

TOTAL BID PRICE: $ 4677 10

The sum of the per cycle prices for 1,2,3, inclusive of all costs, including taxes. Used for bid comparison purposes only.

APPENDIX A

MAP COLOR KEY

IFB-21-05- AIRPORT MOWING SERVICES

AREA MAP COLOR KEY

GREEN → FINISH MOW AREAS

YELLOW → ROUGH MOW AREAS

BLUE → BRUSH HOG AREAS

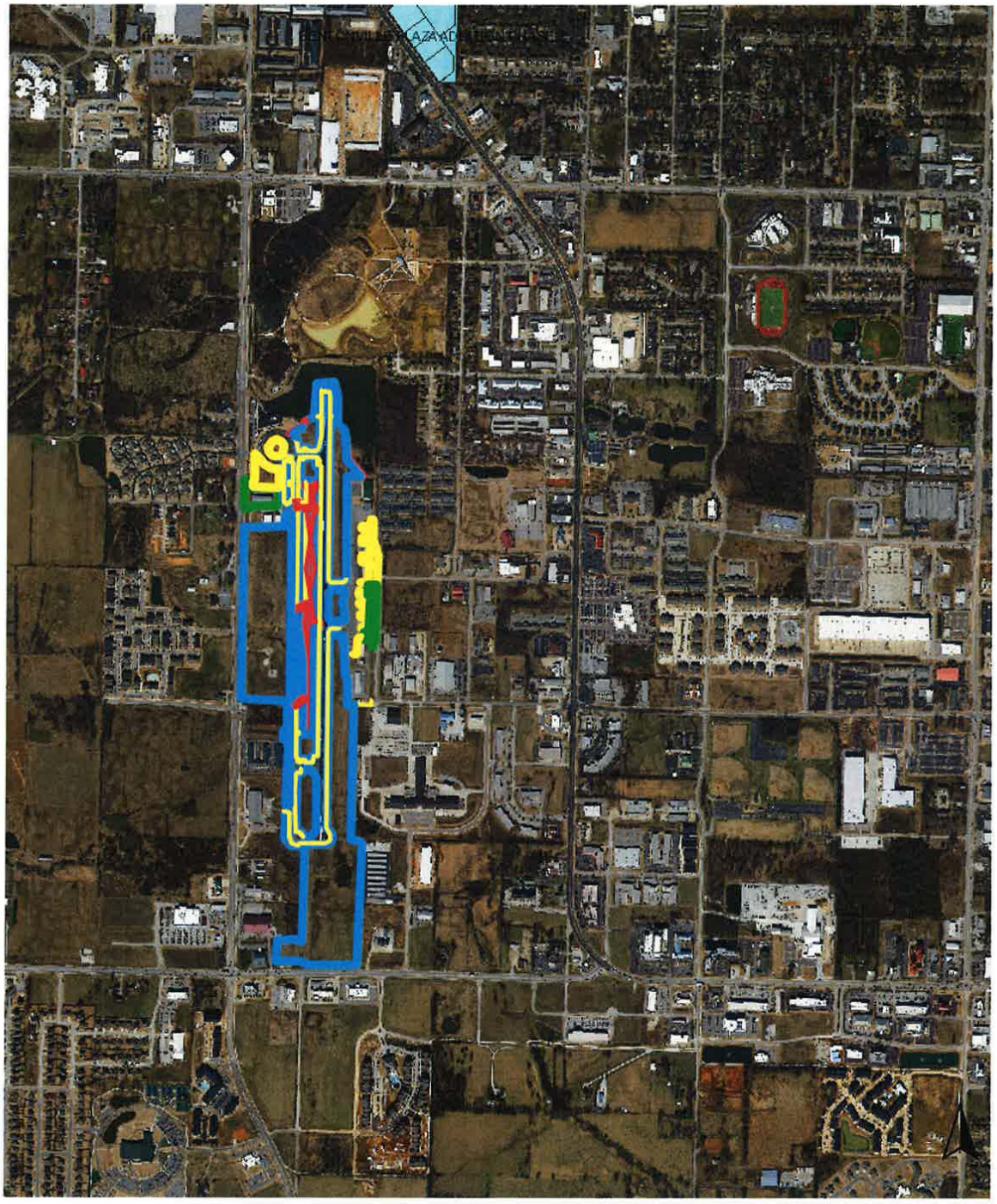
RED → DO NOT MOW

APPENDIX B

AERIAL MAPS

City of Bentonville Master Map

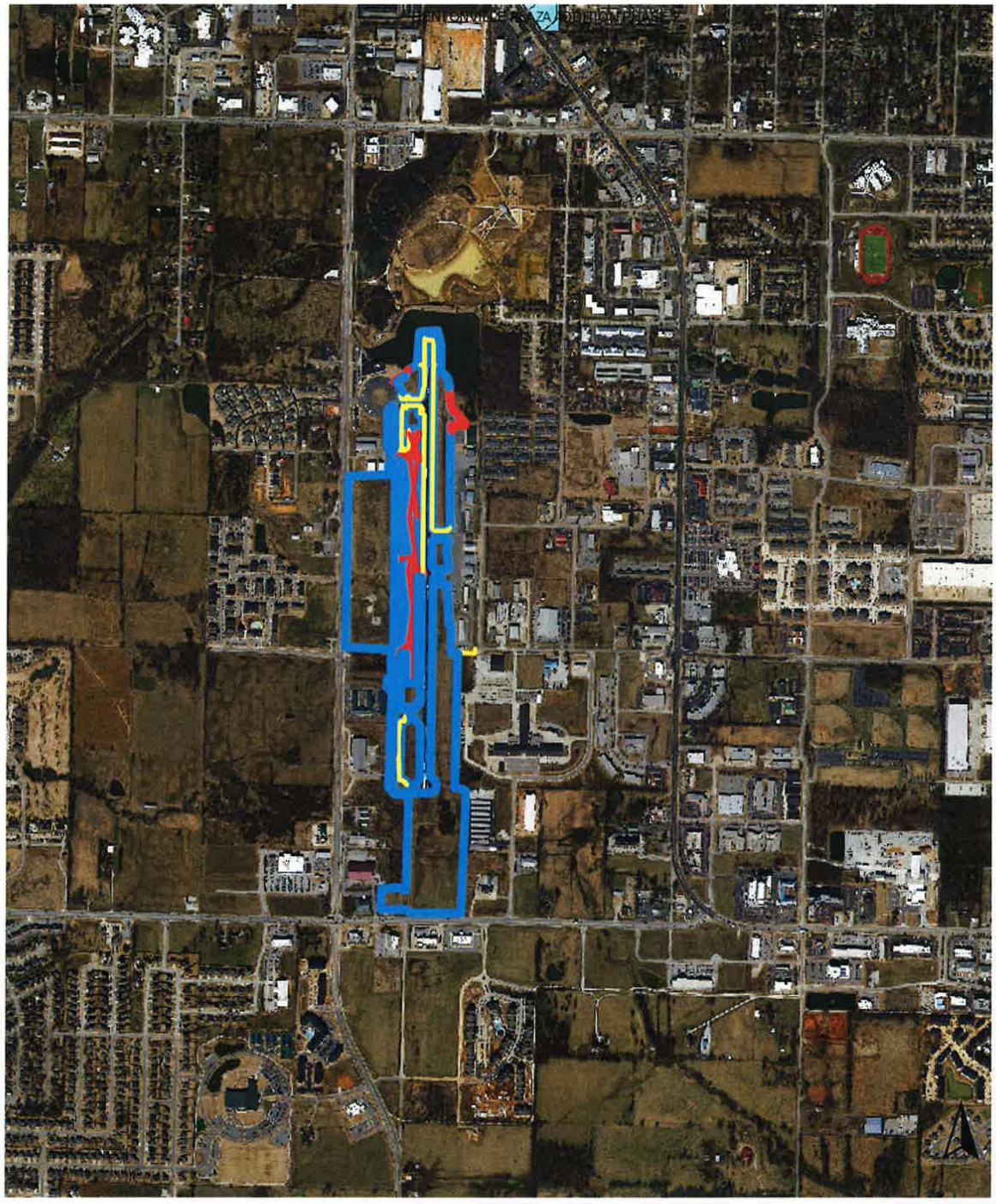
Aerial Overview - Airport



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

City of Bentonville Master Map

Aerial Overview - Brush Hog



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City of Bentonville Master Map

Aerial Overview - Finish Mow

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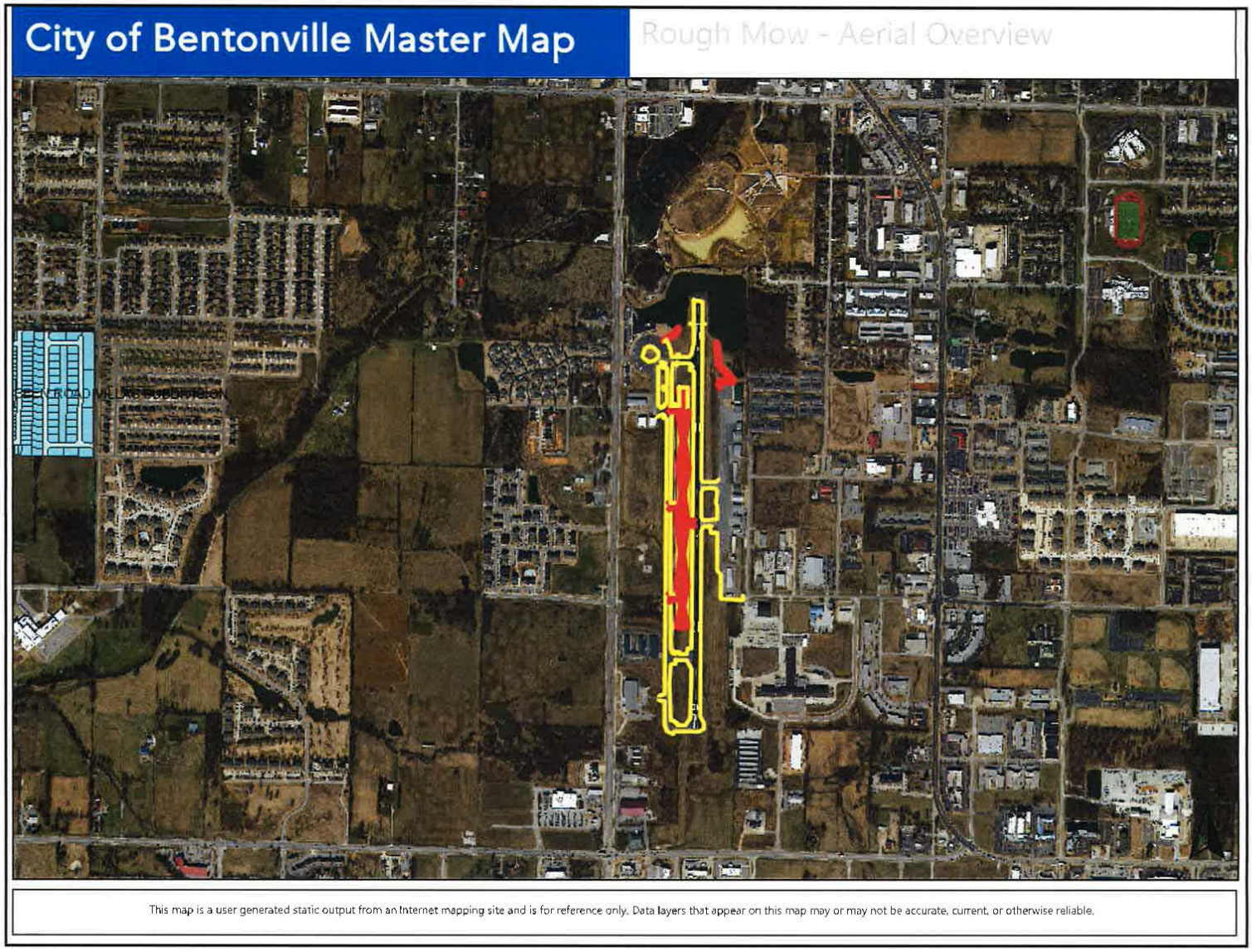
City of Bentonville Master Map
Rough Mow - Aerial Overview
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

City of Bentonville Master Map

Rough Mow - East Side

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

City of Bentonville Master Map

Rough Mow - West Side

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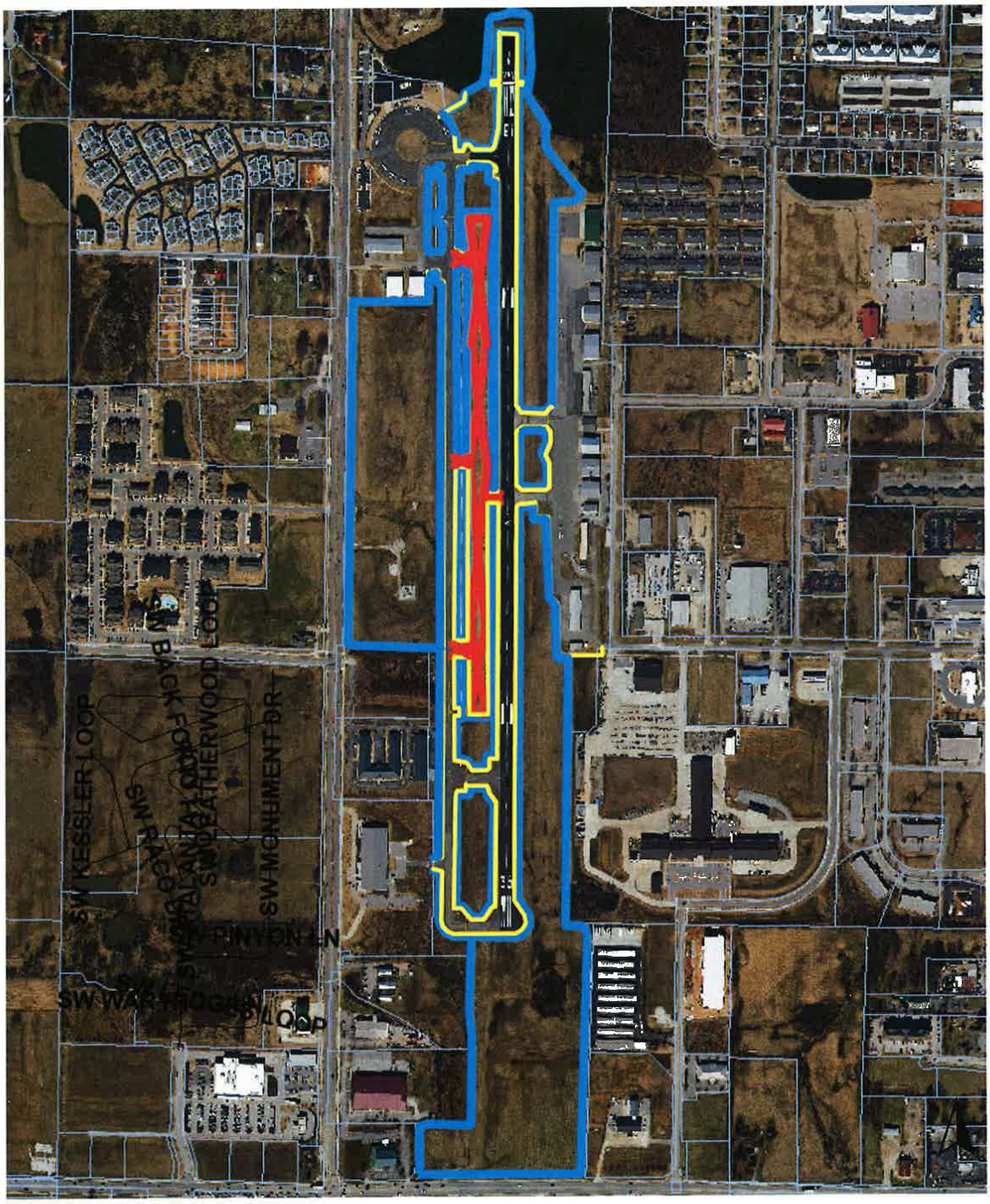
APPENDIX C

BRUSH HOG AREA MAPS

City of Bentonville Master Map

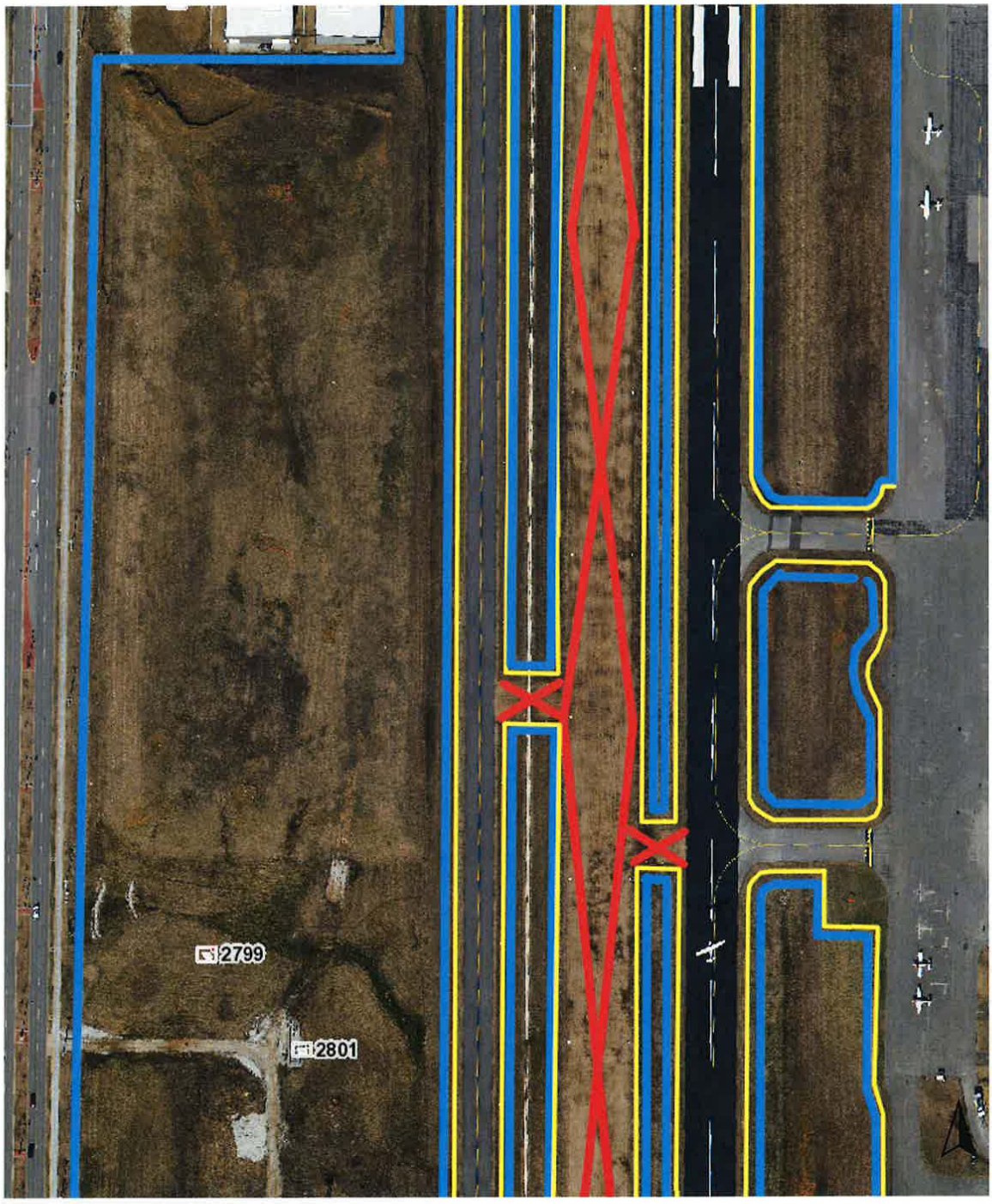
Aerial Overview - Brush Hog



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

City of Bentonville Master Map

Brush Hog - Middle



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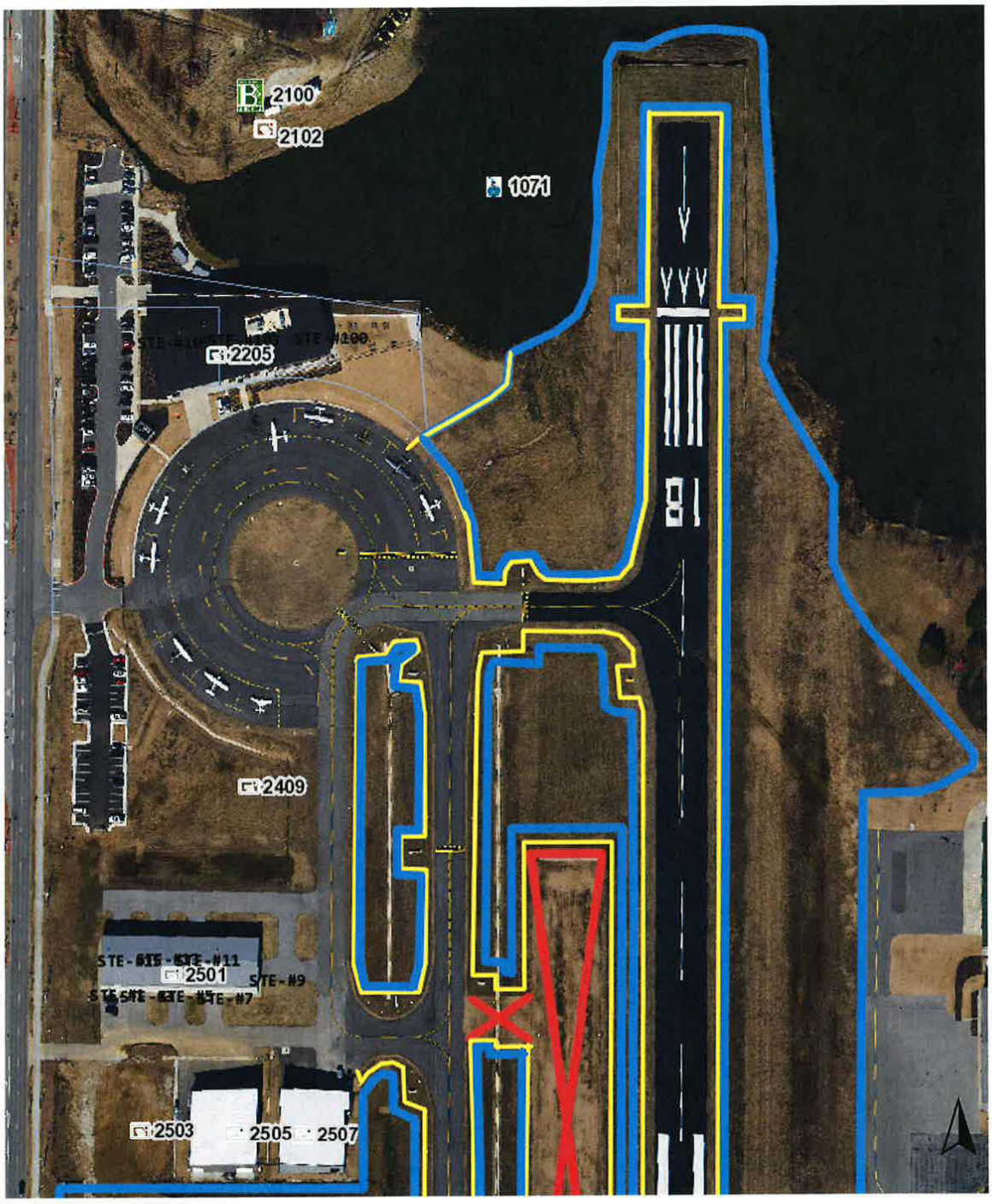
City of Bentonville Master Map

Brush Hog - North



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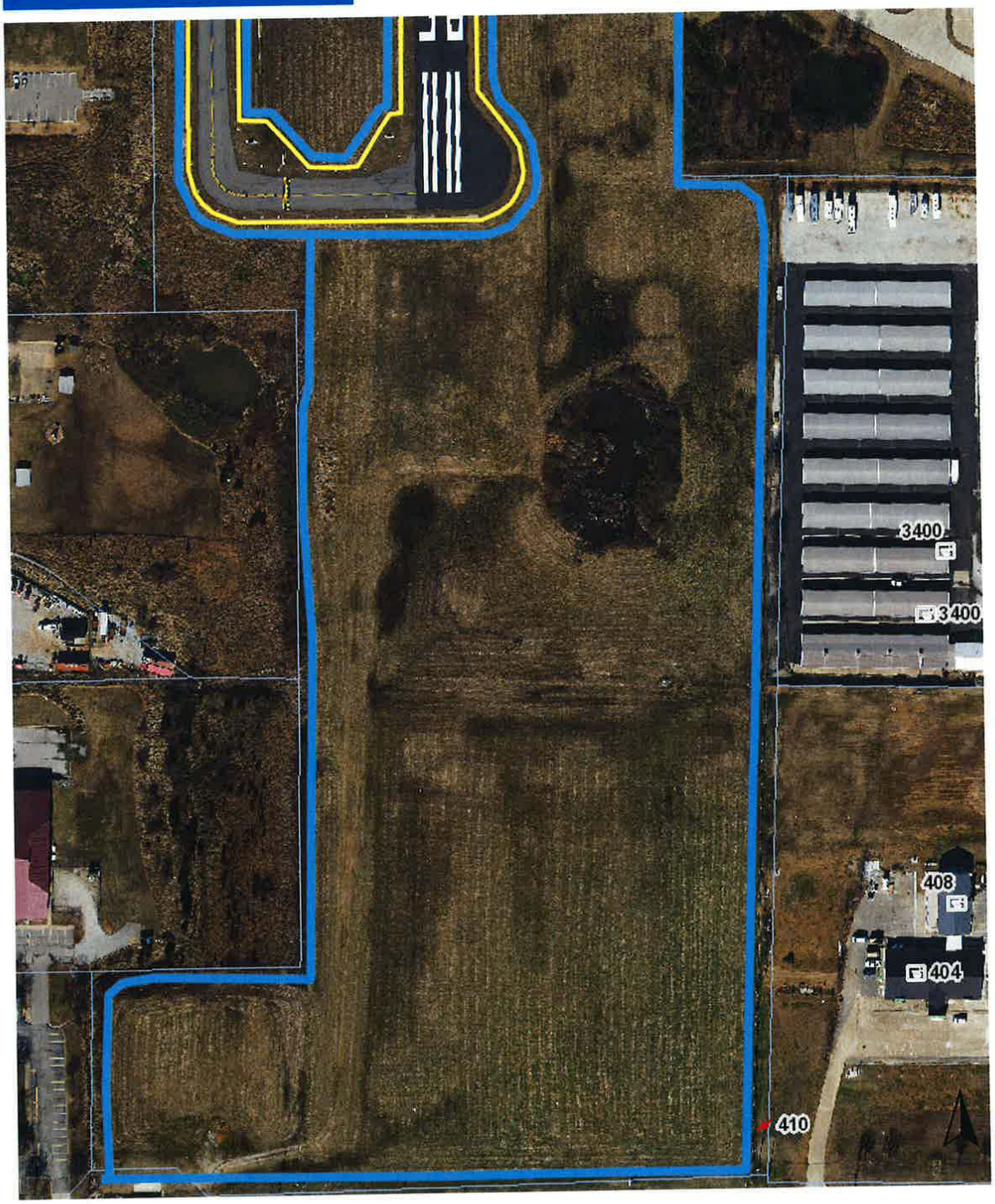
City of Bentonville Master Map

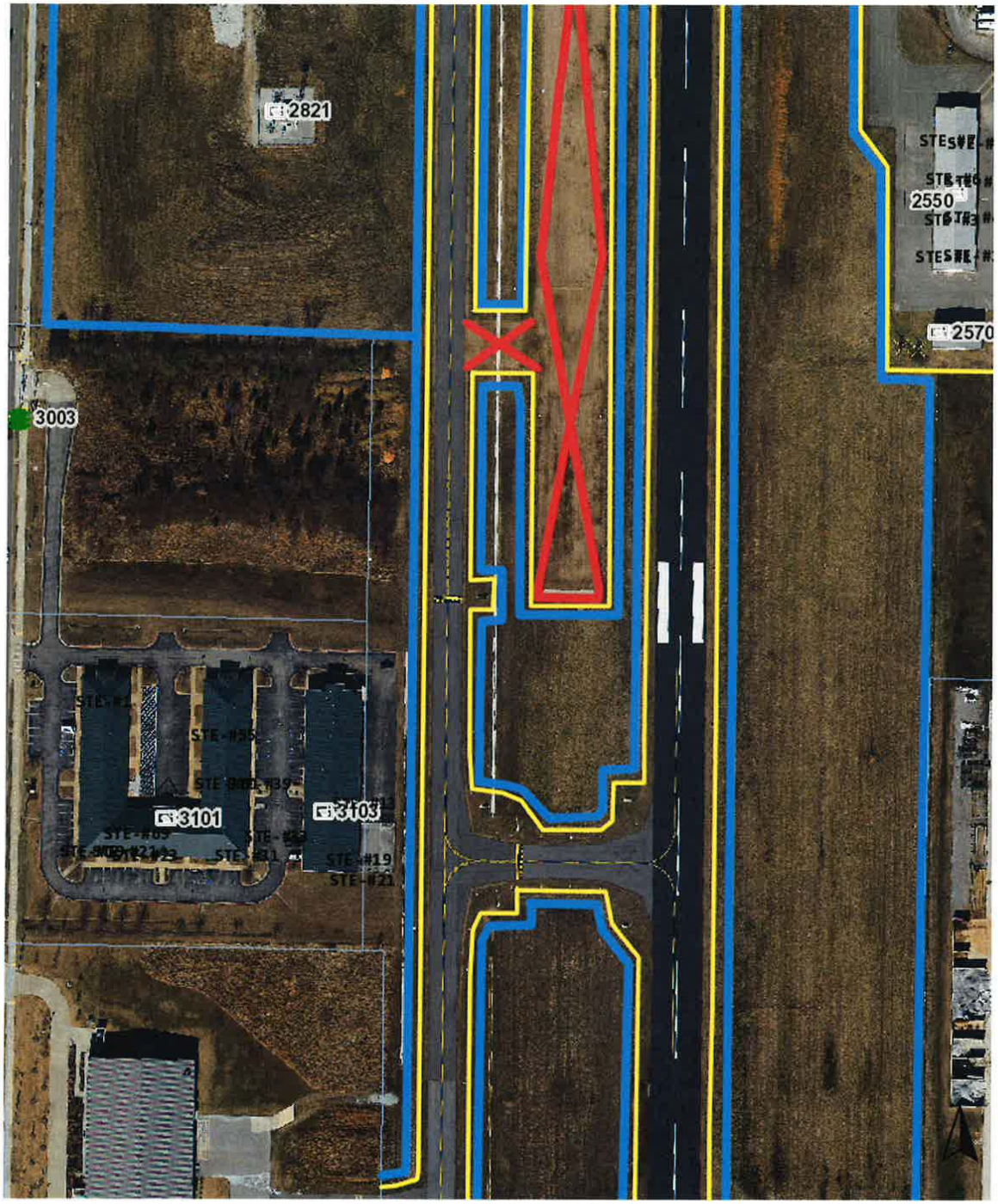
Brush Hog - South Continued



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

City of Bentonville Master Map

Brush Hog - South



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APPENDIX D

ROUGH & FINISH MOW AREA MAPS

City of Bentonville Master Map

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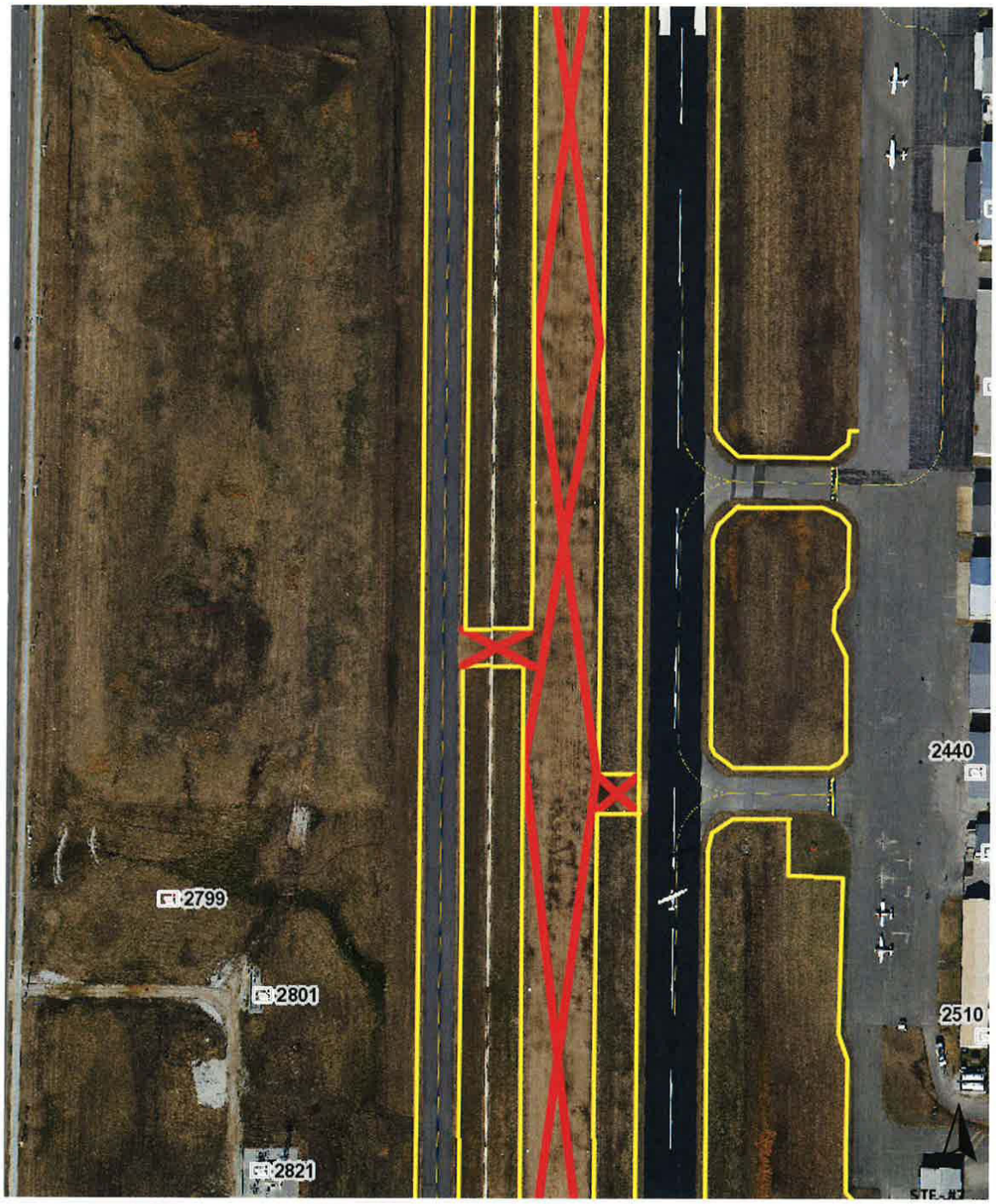
City of Bentonville Master Map

Rough Mow Runway - Middle



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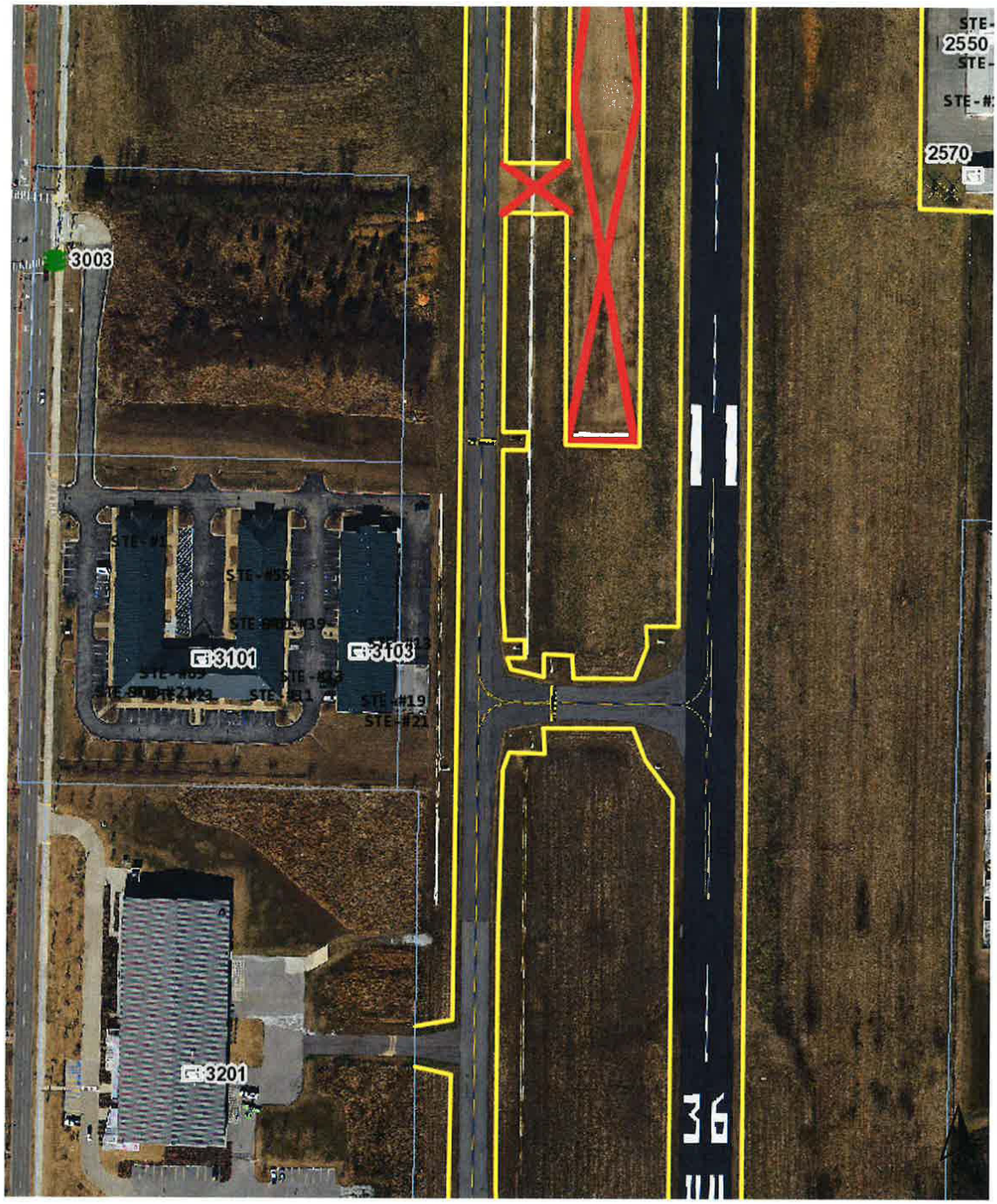
City of Bentonville Master Map

Rough Mow Runway - South



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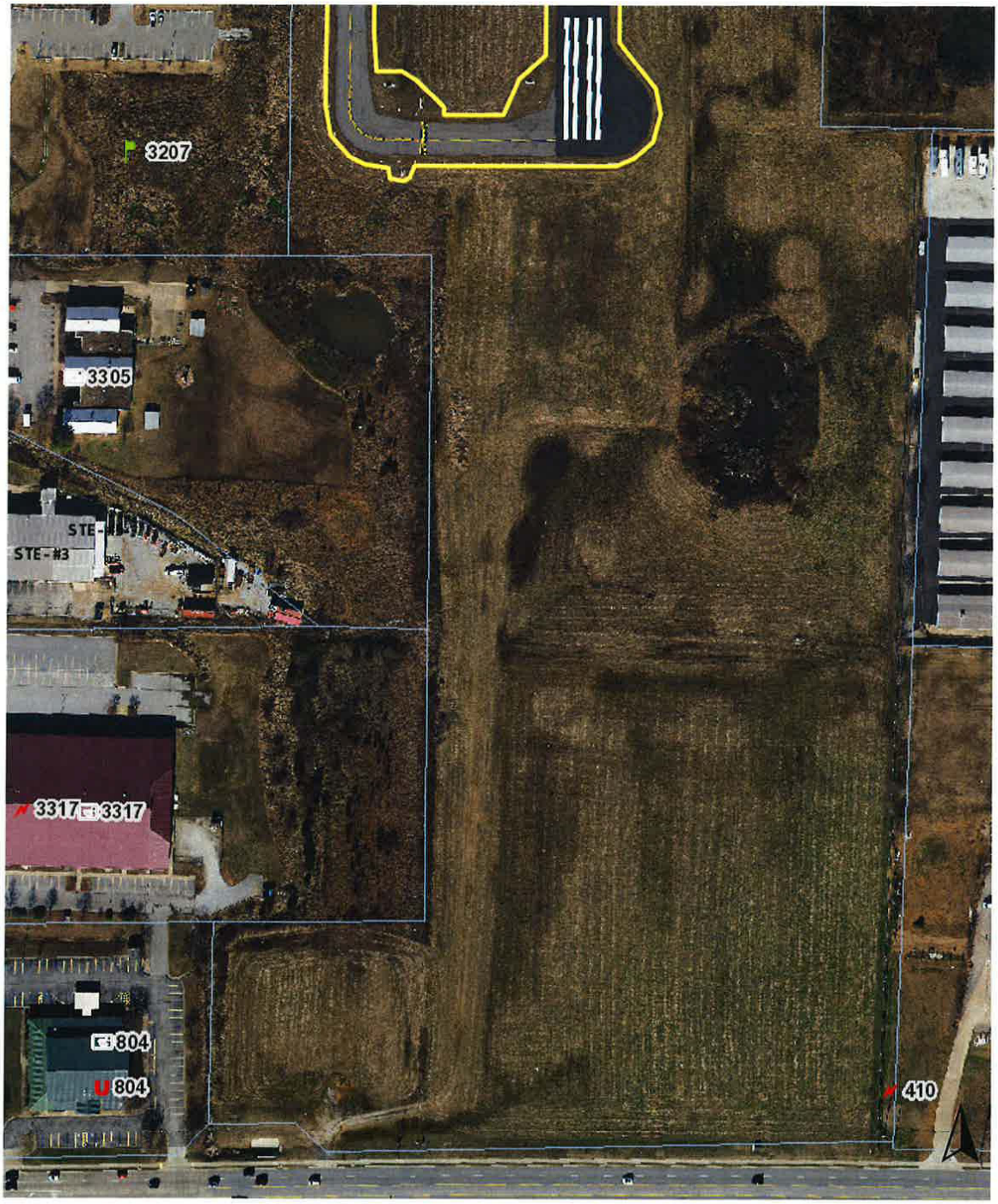
City of Bentonville Master Map

Rough Mow Runway - South Continued



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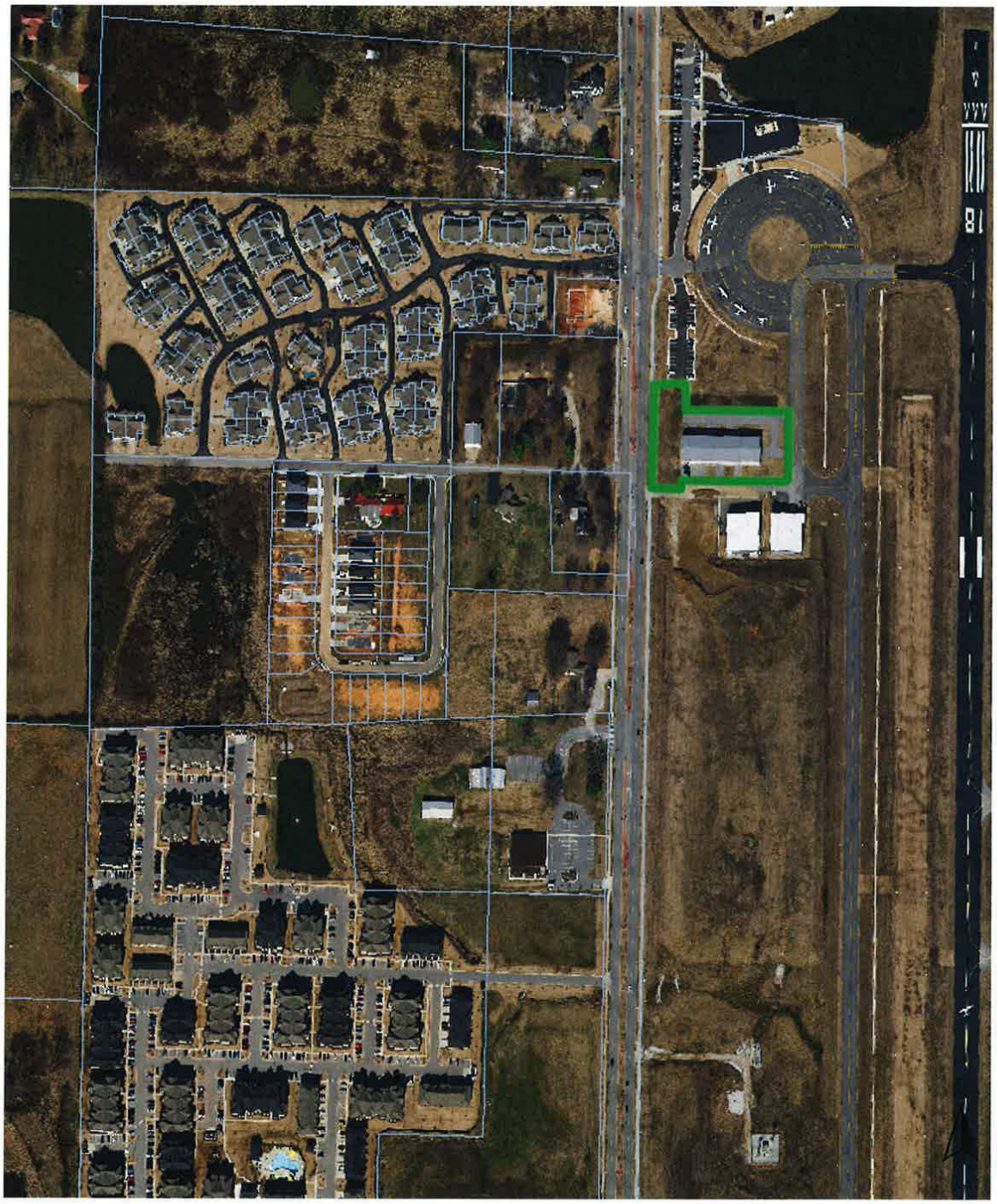
City of Bentonville Master Map

Finish Mow - West Side



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City of Bentonville Master Map

Rough Mow - West Side

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City of Bentonville Master Map

Rough and Finish Mow - West Side

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City of Bentonville Master Map

Finish Mow -East Side

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City of Bentonville Master Map

Rough and Finish Mow - East Side

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City of Bentonville Master Map

Rough Mow - East Side

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ADDENDUM TO BID

BID NUMBER: IFB-21-05

ADDENDUM NUMBER: 1

DATE OF ISSUANCE: March 18, 2021

RE: AIRPORT MOWING SERVICES

FROM: City of Bentonville, Arkansas
1000 SW 14th Street
Bentonville, Arkansas 72712
TO: Prospective Bidders

This addendum modifies the original bidding document(s) dated February 28, 2021. ***Bidders are required to acknowledge receipt of this addendum by including it in their bid submission. Failure to acknowledge this addendum may result in rejection of the bid submission.***

This Addendum Number 1 consists of 1 page (1).

Revised Maps/Mow Areas :

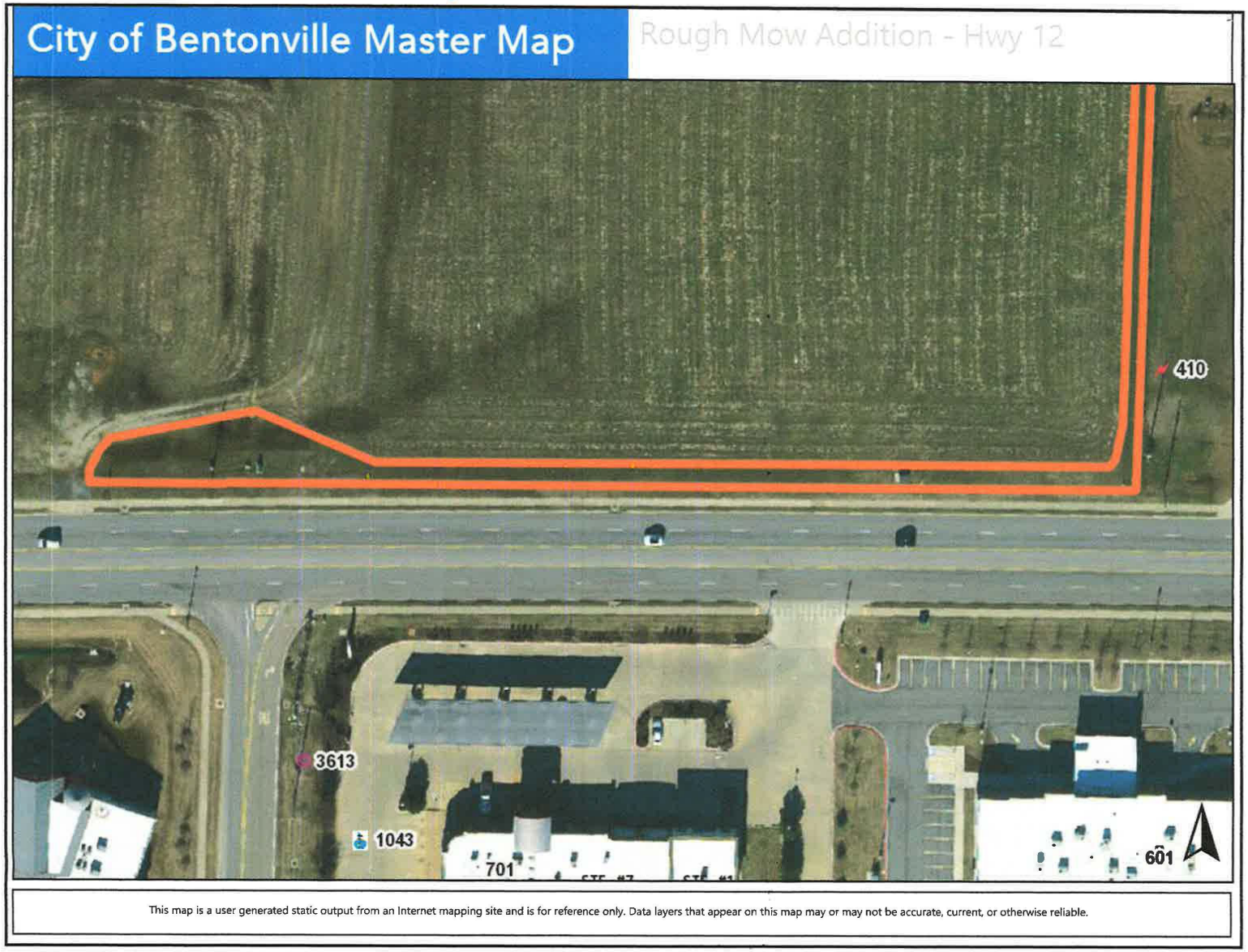
1.0 The City determined that revisions/additions needed to be made to the mowable areas to include the full Scope of Work. The following additions/revisions shall be considered as part of the IFB-21-05 Contract; area maps have been attached for reference.

1.1 Rough Mow Addition: Between Buildings
1.2 Rough Mow Addition: Along Hwy 12
1.3 Rough Mow Addition: North Wind Sock
1.4 Rough Mow Addition: South Fence Row

Reference Key to the attached maps:

- Orange Lines: Additions included in this Addendum Number 1
- Green and Yellow Dash Marks: Included in the original maps (included in the original IFB-21-05 solicitation).

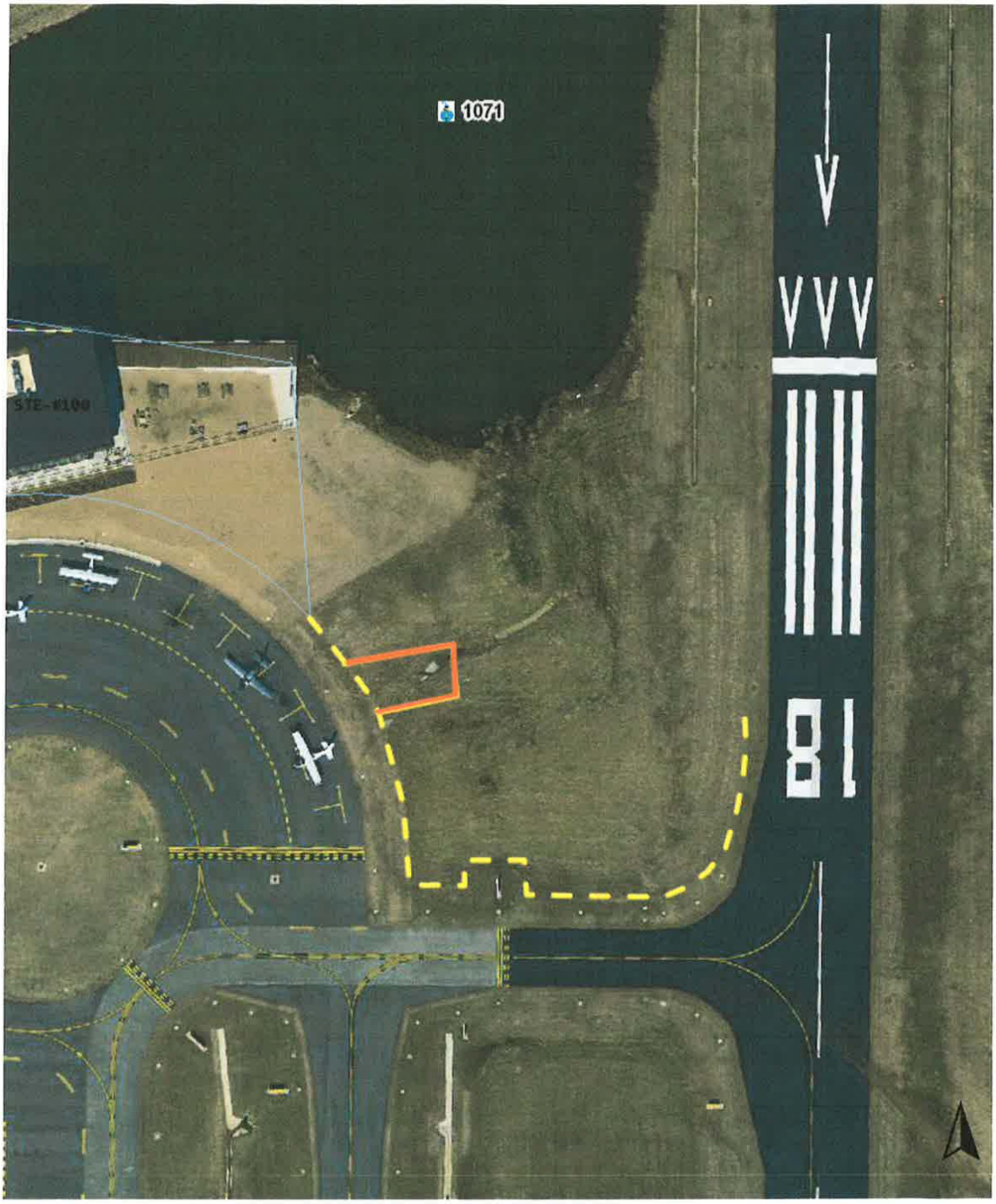
[End of Addendum Number 1]


City of Bentonville Master Map
Rough Mow Addition - Hwy 12
410
3613
1043
701
601
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

City of Bentonville Master Map ADDITION - Rough Mow - East

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

City of Bentonville Master Map ADDITION - North Wind Sock



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City of Bentonville Master Map

ADDITION - Rough Mow - South Fence Ro

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

LUTTENT-01 ABYFORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/22/2021

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:	
Sims & Renner Insurance 1280 East Stearns St. Suite 5 PO Box 9930 Fayetteville, AR 72703	PHONE (A/C, No, Ext): (479) 684-4100	FAX (A/C, No): (479) 684-4111
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Hartford Insurance Co	29424
INSURED	INSURER B : Amtrust North America Captive (agent ID 123767)	
Luttrell Enterprises 6866 W. Wedington Dr. Fayetteville, AR 72704	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED 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						EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WWC3499670	12/4/2020	12/4/2021	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

City of Bentonville
117 W Center
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	**4/27/2021**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☑ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

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

Reconciliation change order for the 2020 Street Cut contract. The final project cost is $82,456.30 less than the currently contracted amount of $235,060. The final contract amount is $152,603.70.

Estimated Cost	**(-82,456.30)**
Is this Item Budgeted?	☑ Yes ☐ No

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

Bentonville Street Department
3200 SW Municipal Drive
Bentonville, AR 72712
Phone: (479) 271-3130

Memorandum

DATE: 4-15-2021

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: Reconciliation Change Order for bid #IBF-20-22 (Street Cuts)

The City of Bentonville's Street Cut repair project is now complete. 200 Street cuts have been repaired and brought up to specifications with this contract. A reconciliation change order is needed to adjust the final values of the contract.

Original Contract Amount : $235,060.00

Reconciliation Change Order : (-$82,456.30)

New Contract Amount : $152,603.70

Staff recommends that the Mayor and City Council approve the reconciliation change order to finalize the 2020 Street Cut repair project.

Sincerely,

Tony Davis
Street Manager
City of Bentonville

BENTONVILLE STREET CUT REPAIR 2020
CITY OF BENTONVILLE BID# IBF20-22

FINAL PAYMENT AND RECONCILLATION CHANGE ORDE
PURCHASE ORDER # (FOR CITY USE) _____

THE CONTRACTOR CERTIFIES THAT (1) TITLE TO ALL WORK, MATERIALS, AND EQUIPMENT INCORPORATED IN THE WORK, OR OTHERWISE LISTED IN OR COVERED BY THIS AND ALL PREVIOUS PAY ESTIMATES WILL PASS TO THE OWNER AT TIME OF PAYMENT FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTERESTS AND ENCUMBRANCES (EXCEPT SUCH AS ARE COVERED BY BOND ACCEPTABLE TO OWNER INDEMNIFYING OWNER AGAINST ANY SUCH LIEN, CLAIM, SECURITY INTEREST OR ENCUMBRANCE), AND (2) ALL WORK COVERED BY THIS PAY ESTIMATE IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND IS NOT DEFECTIVE.

SUBMITTED BY:

81 CONSTRUCTION GROUP, INC.

PO BOX 844

SILOAM SPRINGS, AR 72761

[redacted]

CONTRACTOR SIGNATURE AND DATE

APPROVED:

CITY OF BENTONVILLE

DATE OF ESTIMATE:	4/5/2021

NOTICE TO PROCEED:	6/25/2020
CONTRACT DURATION:	180
DATE OF FINAL ACCEPTANCE:	3/1/2021
CONTRACT TIME USED:	249
DAYS OVER/UNDER CONTRACT:	-69
WORK COMPLETED:	100.00%

ORIGINAL CONTRACT:	$ 235,060.00
APPROVED CHANGE ORDERS:	
RECONCILIATION CHANGE ORDER:	$ (82,456.30)
CURRENT CONTRACT:	$ 152,603.70

TOTAL WORK TO-DATE:	$ 152,603.70

MATERIALS ON-HAND:	
LESS MATERIALS USED:	
MATERIALS SUBTOTAL:	$ -

LESS RETAINAGE (0%):	$ -

INCENTIVE/DAY:	$ -	$ -
DISINCENTIVE/DAY:	$ -	$ -

AMOUNT DUE:	$ 152,603.70
LESS PREVIOUS PAYMENTS:	$ 137,343.33

PAYABLE THIS PERIOD:	$ 15,260.37

ITEM#	DESCRIPTION	UNITS	UNIT PRICE	PLAN QTY	FINAL QTY	DIFFERNCE	EARNED TO-DATE
202.1	EXCAVATION	CY	$ 25.00	920	346.36	$ (14,341.00)	$ 8,659.00
401.1	AGGREGATE BASE COURSE	CY	$ 70.00	680	83.41	$ (41,761.30)	$ 5,838.70
403.1	ASPHALT CONCRETE HOT MIX (SURFACE)	TON	$ 170.00	500	529.3	$ 4,981.00	$ 89,981.00
509.1	EROSION CONTROL	LS	$ 6,000.00	1	1	$ -	$ 6,000.00
510.1	TRAFFIC CONTROL	LS	$ 10,000.00	1	1	$ -	$ 10,000.00
520.1	SAW CUTTING	LF	$ 3.00	7550	7105	$ (1,335.00)	$ 21,315.00
511.1	MOBILIZATION (5% MAX)	LS	$ 10,810.00	1	1	$ -	$ 10,810.00
104.04	CONTINGENCY	LS	$ 30,000.00	1		$ (30,000.00)	$ -

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Police Department**
Submitted by	**Jon Simpson**
Phone	**(479) 271-3172**

Item Type: (*Check Applicable Item Type*)

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

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

An ordinance requesting a Waiver of Bid and is related to a Budget Adjustment request. This is a two part item to allow for the approval of a New Animal Services Agreement (see attached contract and procedural addendum) with the City of Centerton and also make funding available to continue our current animal shelter services for the remainder of 2021. This 18 month contract will allow for uninterrupted animal services while the City of Bentonville Animal Shelter is being constructed brought into operation. The Waiver of Bid will continue the good working relationship we currently have with the City of Centerton and it will allow us to meet a tight timeline and also fulfill animal sheltering needs in a manner that is unavailable from any other provider. It should be noted that the per animal fee ($100.00 per animal) is specified within the police department's 2021 Budget. However, the monthly service fee of $8,333.00, as stated in the 2018 agreement, was not budgeted for 2021 and has now been revised in the new Animal Services Contract to a lower cost of $7,000.00 per month. The current agreement with the City of Centerton was for 3 years and expires May 1, 2021. The Budget Adjustment will be in the amount of $56,000.00 in order to complete the remaining 8 months of this year.

Estimated Cost	**56,000**
Is this Item Budgeted?	☐ Yes ☑ No

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

Budget Adjustment required.

Waiver of Bid Request

Date of City Council Meeting	**4/27/2021**
Department	**Police Department**
Submitted by	**Jon Simpson**
Phone	**(479) 271-3172**

Vendor	**City of Centerton, 290 N. Main Street, Centerton, AR 72719**
Total Cost	**$**

Description of Purchase: *Animal Services, Sheltering, Dogs*

This is a Waiver of Bid what will allow for the approval of a New Animal Services Agreement (see attached contract and procedural addendum) with the City of Centerton.

Justification *(Enter justification in space below):*

The City of Centerton Animal Shelter has provided animal sheltering and other related services to the City of Bentonville for nearly 3 years. The current agreement with the City of Centerton will expire on May 1, 2021 and this Waiver of Bid will not only continue the good working relationship we currently have with the City of Centerton, but it will allow us to meet a tight timeline and also fulfull animal sheltering needs in a manner that is unavailable from any other provider. Likewise, this Waiver of Bid will also make it possible to continue already established work processes and procedures that exist between our two cities. This continuation will ensure uninterrupted animal related services to our citizens while the new City of Bentonville Animal Shelter is being constructed and brought into operation. For these reasons, it is our belief that inviting competitive bids is not practicable for this purpose.

ANIMAL SERVICES CONTRACT

This contract for animal services is entered into this _____ day of _____, 2021, by and between the City of Centerton, Arkansas, a municipal corporation, acting through its Mayor, hereinafter referred to as "Centerton", and the City of Bentonville, Arkansas, a municipal corporation, acting through its Mayor, hereinafter referred to as "Bentonville":

WITNESSETH:

WHEREAS, Centerton owns and operates an Animal Shelter located within Benton County and,

WHEREAS, Bentonville wishes to utilize the services of the Centerton Animal Shelter, hereinafter referred to as the "Shelter," to address the storage, care of, and disposal of animals which come under the control of Bentonville's Animal Control Officers and,

WHEREAS, the parties desire to cooperate to achieve a mutually satisfactory agreement:

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE SELLER AND PURCHASER HERETO MUTUALLY AGREE AS FOLLOWS:

(1) BILLING AND PAYMENT:

a. Bentonville agrees to pay $7,000.00 per month to Centerton for the animal services agreed upon elsewhere in this contract. This amount shall be paid on a monthly basis, each month, for eighteen (18) months of services. In the event the Bentonville Animal Shelter is completed prior to the conclusion of the service term, Bentonville shall have the right to terminate the agreement early with sixty (60) days notice to Centerton, and shall have no further obligation to pay the monthly fee beyond the date of termination.

b. Bentonville further agrees to pay an additional $100.00 (one hundred dollars), per animal, to Centerton for each animal delivered to the Shelter. Centerton will bill Bentonville on the 1st (first) day of each month for the"per animal" fees due and incurred from the immediately previous month. Bentonville agrees to make payment in a prompt and timely manner.

(2) SERVICES AND PROCEDURES: A separate "Procedural Addendum," hereinafter referred to as "Addendum" shall be made and kept with the purpose of listing the agreed logistical procedures for receiving, caring for, sheltering, and disposing of the animals and services covered under this contract. It is the intent of both parties that said Addendum is incorporated by reference as if set out word for word herein. It is agreed by both parties that if any dispute arises between the parties regarding the actual implementation of the services agreed to in the said Addendum, the Addendum may be

modified by mutual agreement without modifying the additional terms and rights contained in this contract. Said mutual agreement will be evidenced by any new or different terms to the Addendum being attested to by the Mayor of each city respectively. Said Addendum, when and if, it is modified, shall make reference to this original contract date and term. A copy of the Addendum agreement, originally or as it may be modified, shall be kept on hand by the Department Head of each city's animal control division. The clerk of each City shall also maintain a copy of the Addendum, originally or as it may be modified, with a copy of the contract, on file with the City records.

(3) INDEMNITY AND HOLD HARMLESS PROVISION: To the extent permitted by law and without waiving statutory tort immunity, each party agrees to indemnify the other party from claims resulting from performance under this agreement.

(4) TERM: This contract shall have an effective date of May 1, 2021 and shall run until November, 1, 2022 unless terminated early as provided herein.

(5) WAIVER: Failure of either party hereto to exercise any options herein contained upon breach by the other shall not constitute a waiver of that party's right to exercise such options upon future breach.

(6) COMPLETE AGREEMENT: It is agreed that neither party hereto is relying upon any oral or written information or representations made by the other prior to the signing of this contract unless expressly provided herein, and that this contract constitutes the entire agreement between the parties and same shall not be hereafter amended or modified unless reduced to writing and signed by the parties hereto as stated in Section (2) above. It is further agreed that all earlier agreements of the parties are hereby rescinded.

IN WITNESS WHEREOF, The City of Centerton, Arkansas and The City of Bentonville, Arkansas have executed these presents by their respective authorized representatives, having been authorized to do so by appropriate resolution and/or ordinance.

CITY OF CENTERTON, ARKANSAS

By: _____
BILL EDWARDS, MAYOR

ATTEST:

By: _____
CITY CLERK

CITY OF BENTONVILLE, ARKANSAS

By: _____
STEPHANIE ORMAN, MAYOR

ATTEST:

By: _____
CITY CLERK

PROCEDURAL ADDENDUM

This addendum is a counterpart to the Animal Services Contract between the City of Centerton, Arkansas and the City of Bentonville, Arkansas which has an effective date of May 1, 2021.

IT SHALL BE AGREED BETWEEN THE PARTIES THAT:

Animals under the supervision and care of Bentonville will be delivered to the Centerton Animal Shelter by Bentonville Animal Services or Bentonville Police. All intake paperwork for animals originally picked up in Bentonville shall be filled out by the aforementioned Bentonville officer. The date the animal arrived should be noted, and an "intake" form shall be completed on each animal.

If a citizen of Bentonville locates their animal in the possession of the Centerton Animal Shelter, they must obtain release paperwork from the Bentonville Police Department before Centerton Animal Shelter will release the animal. Once the release paperwork is completed by Bentonville and presented to the Centerton Animal Shelter, the individual shall be subject to the fees for impoundment and reclaiming set forth by the Centerton city ordinance. The shelter shall then release the animal to the owner. Bentonville will not collect any fees for impoundment or reclaiming, however, Bentonville Police or Bentonville Animal Services will be responsible for the issuing of citations for any violations of state law or Bentonville city ordinance.

After being held for a period of 7 (seven) days, all animals turned over by the City of Bentonville to the Centerton Animal Shelter shall become property of the City of Centerton.

Animals under the supervision and care of Bentonville other than animals that have bitten a person within 10 days or animals that are being held as evidence in a court proceeding will be delivered to the Centerton Animal Shelter during business hours by Bentonville Animal Services or Bentonville Police. In exigent circumstances (weather, animal behavior, etc.) animals may be delivered afterhours. All intake paperwork for animals originally picked up in Bentonville shall be filled out by the Bentonville officer. All paperwork filled out by the Bentonville officer shall adhere to the policy and procedures set forth by the Centerton Animal Shelter which may include the use of external websites and social media.

It shall be Bentonville Animal Services responsibility to maintain records of animals delivered from Bentonville, to make a good faith effort in locating owners of said animals and maintain owner's information records and to assist the Centerton Animal Shelter staff in efforts involved in the process of owners reclaiming said animal.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE CITY OF CENTERTON FOR ANIMAL SERVICES AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with the City of Centerton for Animal Services as set forth in the Agreement attached hereto as Exhibit "A".

Section 2: Because the City of Centerton currently provides animal sheltering services for the City of Bentonville in an expanded shelter and this will allow that service to continue cooperatively and without interruption until the Bentonville animal facility is complete and because Centerton can accommodate Bentonville animal shelter needs in a manner unavailable from other providers it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Police Department**
Submitted by	**Jon Simpson**
Phone	**(479) 271-3172**

Item Type: (*Check Applicable Item Type*)

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

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

This is a request for a Budget Adjustment and is related to a Waiver of Bid Request. This is a two part item to allow for the approval of a New Animal Services Agreement (see attached contract and procedural addendum) with the City of Centerton and also make funding available to continue our current animal shelter services for the remainder of 2021. This 18 month contract will allow for uninterrupted animal services while the City of Bentonville Animal Shelter is being constructed brought into operation. The Waiver of Bid will continue the good working relationship we currently have with the City of Centerton and it will allow us to meet a tight timeline and also fulfill animal sheltering needs in a manner that is unavailable from any other provider. It should be noted that the per animal fee ($100.00 per animal) is specified within the police department's 2021 Budget. However, the monthly service fee of $8,333.00, as stated in the 2018 agreement, was not budgeted for 2021 and has now been revised in the new Animal Services Contract to a lower cost of $7,000.00 per month. The current agreement with the City of Centerton was for 3 years and expires May 1, 2021. The Budget Adjustment will be in the amount of $56,000.00 in order to complete the remaining 8 months of this year.

Estimated Cost	**56,000**
Is this Item Budgeted?	☐ Yes ☑ No

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

Budget Adjustment required.

Budget Adjustment Request

Date of City Council Meeting	4/27/2021
Department	Police Department
Submitted by	Jon Simpson
Phone	(479) 271-3172

Purpose of Budget Adjustment *(Enter purpose in space below):*
This is a Budget Adjustment to fund the remaining 8 months of a 2021, related to a new Animal Services Agreement with the City of Centerton.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102010	43410	Professional Services/Other		$ 56,000.00
		Totals	$ -	$ 56,000.00
		Net Impact on Fund Balance	$	(56,000.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Parks and Recreation**
Submitted by	**Ali Worley, Animal Services Manager**
Phone	**479-464-7275**

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 to accept a donation from the Ray and Betty Mattingly Living Trust, in the amount of $100,000.00, with a pledge of a future donation of $400,000.00.					

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

Memo

To:	City Council, Mayor Orman
From:	David Wright, Parks and Recreation Director Ali Worley, Animal Services Manager
Date:	April 8, 2021
Re:	Resolution authorizing the Mayor to accept a donation in the amount of $100,000 designated for the new Bentonville Animal Services Facility, from the Ray and Betty Mattingly Living Trust, and with a pledge of a future donation in the amount of $400,000.

As you may recall, in 2020 City Council voted to move forward with the development of an Animal Service Department and the construction of a new Animal Services Facility / Adoption Center. After City Council voted to move forward, Staff began with architects and engineers on building design and establishing a department.

Building design is nearing completion and we anticipate being able to bid the project in the next 30-60 days. If all continues to go well, we anticipate a bid award being in front of City Council in summer 2021, with construction beginning shortly after. Additionally, earlier this year, we hired Ali Worley to serve in the role of Animal Services Manager. Worley is now working to manage architects and construction managers while establishing standard operating procedures with for the future department.

Recently, the City of Bentonville was approached by representatives of the Mattingly Family about a donation for our new facility. The gift, currently in Walmart Stock, will be donated to the City of Bentonville by the Ray and Betty Mattingly Living Trust in two donations. The first gift of $100,000 in stock will come to the City upon passing this resolution. The next gift, with a value of $400,000, will come to the city upon the death of the last member of the Mattingly Living Trust.

This resolution is approving the gift of $100,000. This first gift will remain in escrow until we are ready to begin construction. At that time we will bring City Council a bid award with a budget adjustment. The future budget adjustment will utilize these funds to assist with construction.

If you have any questions regarding this item, please let me know. Please call me at 271.6813, or email: dwright@bentonvillear.com.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION FROM THE RAY AND BETTY MATTINGLY LIVING TRUST.

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

Section 1: That the City of Bentonville hereby accepts a donation from the Ray and Betty Mattingly Living Trust in the amount of $100,000, together with a pledge for a future donation, for the benefit of the City of Bentonville's new Animal Services Facility.

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	**4/27/2021**
Department	**Administration**
Submitted by	**Mayor Stephanie Orman**
Phone	**(479) 271-5966**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☑ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

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

A proclamation recognizing National Therapy Animal Day and acknowledging the contributions therapy animals and their human companions bring to help comfort and heal those in need.

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

PROCLAMATION

WHEREAS: There are thousands of therapy animal teams serving communities across the United States; and

WHEREAS: Therapy animal teams in Bentonville play an essential role in improving human health and well-being through the human-animal bond; and

WHEREAS: Therapy animal teams make millions of visits per year in settings such as Bentonville Public Library, schools, airports, hospitals, nursing homes, and hospice; and

WHEREAS: Therapy animal teams interact with a variety of people in our community including veterans, seniors, patients, students facing literacy challenges, and those approaching end of life; and

WHEREAS: These exceptional therapy animals who partner with their human companions bring comfort and healing to those in need; and

WHEREAS: The City of Bentonville, in conjunction with others throughout the United States of America, acknowledges April 30, 2021, as "National Therapy Animal Services Day," and urges all citizens to support therapy animal teams and recognize their essential need and diligent efforts in advocacy and education within our community.

NOW, THEREFORE, I, Stephanie Orman, Mayor of the City of Bentonville, do hereby proclaim April 30, 2021 as **"National Therapy Animal Day"** in Bentonville, Arkansas and encourage our citizens to celebrate our therapy animals and their human handlers. Further, I publicly salute the service of therapy animal teams in our community and in communities across the nation.

Given this twenty-seventh day of April 2021, in Bentonville, in the Great State of Arkansas, in the United States of America.

CITY OF BENTONVILLE CORPORATE SEAL ARKANSAS

[redacted]

Stephanie Orman, Mayor
City of Bentonville

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall, Parks Maintenance Manager**
Phone	**(479) 271-3109**

Item Type: (*Check Applicable Item Type*)

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

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

Bid Award to Mid America Golf and Landscape, Inc. DBA Mid America Sports Construction through the participation in the Sourcewell Cooperative (Co-Op) Contract, 060518-AST for field renovations at Merchants Park for a total amount not to exceed $287,014.00. The field renovation work will include re-surfacing and grading of existing ballfield infields, per the attached Proposal. Use of a Co-Op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of the 060518-AST contract, determining that the solicitation was in line with both Arkansas State Statute and City Purchasing procedures. This is a budgeted item in the 2021 Budget.

Estimated Cost	**$287,014**
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
Through:	David Wright, Parks and Recreation Director
From:	Scott Mendenhall, Parks Maintenance Manager
Date:	March 31, 2021
Re:	Bid Award, in the amount of $287,014.00 to Mid America Golf and Landscape, Inc. for the Merchants Park Infield Renovation for Parks and Recreation for 2021.

Parks and Recreation Department Staff requests City Council's approval to award Bid to Mid America Golf and Landscape, Inc. DBA Mid America Sports Construction through the participation in the Sourcewell Cooperative (Co-Op) Contract, 060518-AST for infield renovations at Merchants Park for a total not to exceed $287,014.00.

Parks and Recreation Department staff are proposing natural infield renovations to the four (4) existing natural baseball fields at Merchants Park. We understand that the topsoil from the site was removed prior to the sale of the property to the City and subsequently was not sufficiently amended prior to or during the construction of the fields. The subgrade is typical of the area; tight clay and rock. Over the last eight (8) years, despite the best efforts of our sports field maintenance team, rock migrating through the soil profile to the surface and rock just below the surface have presented an ongoing challenge for maintenance and ultimately player safety. Additionally, primarily due to the characteristics of the soil, the infields tend to pool water which exacerbates the drying process resulting in temporary field closures and delayed/elevated maintenance.

The poor infield subgrade manifests itself in abnormal wear of equipment, above average labor hours, reduced playability and the risk of user injury.

To mitigate the aforementioned issues and provide the best and safest playing surface possible, Mid America Golf and Landscape's Proposal includes removal of the existing infield soil to a total depth of four (4) inches, grade infield subgrade for proper drainage, install and finish grade four (4) inches of Turface Diamond Mix infield mix and apply a layer of field conditioner.

If you have any questions regarding this item, please let me know. Please call me at 271.3190, or email: smendenhall@bentonvillear.com.

Attachments:

Mid America Golf and Landscape Inc. Proposal

Mid-America Sports Construction
1621 SE Summit St.
Lee's Summit, MO 64081

Attn: Mr. Scott Mendenhall
City of Bentonville, AR
Merchants Park Ballfield Renovations 2021
Date: 03.15.2021
Updated 03.24.2021

Project Description:

The following proposal is that in which Mid-America Sports Construction is providing for the field renovations at Merchants Park located in Bentonville, AR. General scope of work includes the re-surfacing and grading of existing ballfield infields. The information that follows is based on general site visits, measurements and calculations, no formal site surveys have been produced, additional details are as follows…

Scope of Work:

-Infield Renovations: Natural-
(Pricing based on four total fields measuring approx. 9,600sf. ea.)

1) Mobilization (1)
2) Removal of existing site fencing for construction access (to be reinstalled upon completion)
3) Removal of existing infield mix to a total depth of approx. 4" (to be disposed of off-site)
4) Re-establish the fly-arc to measure a total of 55' from existing pitching rubber
    a. Existing sod to be disposed of off-site
    b. Existing irrigation heads to be adjusted accordingly
    c. Home plate and pitching locations to remain
5) Furnish and install new infield mix at a 4" depth ***[Turface Diamond Mix]***
6) Apply infield conditioner to newly graded fields ***[Turface MVP Conditioner]***
7) Repair damaged grass areas with new Tifway 419 Bermuda Sod
8) Re-install existing base sets per current layout
9) Clean-up, demobilization

BASE PROPOSAL (NOT TO EXCEED): $287,014.00

Additional Pricing Option:

For potential savings, if the Owner shall choose, Mid-America can stockpile existing infield mix on-site at predetermined locations i.e. parking lot for Owner's re-use at other facilities. If Owner shall select to go with this option a savings of **$2,500.00** can be provided.

ADDITIONAL PROJECT NOTES:

1. Relocating of electrical conduits, removal, and reinstallation of wiring inside the field area to time clocks, scoreboards, power outlets unless noted above. Existing utilities to remain in place
2. MASC will locate all public utilities, owner responsible for locating any private lines
3. Pricing based on mutually agreeable contract language between Owner and Contractor
4. Proposal based on proper working/weather conditions
5. Proposal based on proper site access/staging being provided by Owner
6. Site to be clear from any debris or athletic equipment prior to arrival onsite (including bases) – By City
7. Price is "Not to Exceed" pending contract being signed within 30days of proposal receipt

Mid-America Sports Construction
1621 SE Summit St.
Lee's Summit, MO 64081

PROPOSAL INCLUSIONS:

- Performance and Payment Bonds ✓
- City Permitting and Fee's ✓
- Sales Tax ✓
- Material pricing only valid for 30days
- Per Sourcewell Cooperative Pricing

PROPOSAL EXCLUSIONS:

- Performance and Payment Bonds ✗
- Surveying ✗
- City Permitting and Fee's ✗
- Prevailing/Union Wages ✗
- Sales/Use Tax ✗
- Any work outside of proposed field area unless noted above ✗
- Geotechnical testing, investigation of site ✗
- Rock Excavation ✗
- The implementation of a Storm Water Pollution Prevention Plan ✗
- Site security and/or temporary protection fencing ✗
- No maintenance of any field is included in the proposed budgetary numbers ✗
- Repairs/regressing of existing site unless noted above ✗

Project Contact: Brock Wilson
E: Bwilson@mid-americagolf.com
P: 816-524-0010

Per Sourcewell Contract: #060518-AST
AstroTurf
Athletic Services
Maturity Date: 08.07.2022

Respectfully submitted,
Michael Skalski
Michael H. Skalski
Project Estimator
D: 816.455.9054
E: Mskalski@mid-americagolf.com

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Item Type: (*Check All That Apply*)

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

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

Bid Award to Superior Auto Group for a 2021 Chevrolet Tahoe SSV with necessary upfitting. Invitation to bid IBF-21-24.

Estimated Cost	**$48,129.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Inter-office Memorandum

To: Chief Brent Boydston

From: Deputy Chief Kevin Boydston

CC:

Date: April 9, 2021

Re: Tahoe Replacement

It is recommended that we accept the bid of $48,129.00 from Superior Auto Group and replace Unit 203.

Currently, Unit 203 (2013 Tahoe SSV) has 68,500 miles and 3,800 hours and needs to be replaced as an emergency response unit. The unit will be placed as a reserve unit replacing a 2011 Ford Expedition.

CITY OF BENTONVILLE
BID OPENING TABULATION SHEET
IFB-21-24 CHEVROLET TAHOE 4WD WITH UPFITTING
MONDAY, APRIL 5, 2021 @ 1:30PM

BIDDER NAME	TOTAL BID PRICE
Superior Auto Group	$ 48,129.00

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: March 21, 2021

NOTICE TO BIDDERS

ONE (1) 2021 CHEVROLET TAHOE 4WD WITH UPFITTING
Invitation For Bid (IFB)-21-24

The City of Bentonville, Arkansas is accepting formal, sealed bids for the one time purchase and delivery of one (1) 2021 Commercial Chevrolet SSV Tahoe Four Wheel Drive (4WD), Four Door (4dr), with the necessary upfitting, as specified for the City of Bentonville Fire Department.

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-21-24 held at 1:30pm on Monday, April 5, 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 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-21-24	**Date of Issuance:**	March 21, 2021
Description:	ONE (1) 2021 CHEVROLET TAHOE 4WD WITH UPFITTING		
Requesting Department:	CITY OF BENTONVILLE FIRE DEPARTMENT		
Pre-Bid Meeting Information:	NO PRE-BID MEETING IS SCHEDULED FOR THIS SOLICITATION.		
Bid Bond Requirement:	BID BOND NOT REQUIRED FOR THIS SOLICITATION		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**APRIL 5, 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
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 31 – 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 ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712
BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION

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: Superior Chevrolet Buick GMC **Phone Number:** 479-393-8282

Business Address (Full Street/City/State/Zip): 490 Highway 412 East Siloam Springs, AR 72761

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

Name of Contact Person: Jeff Lee **Email:** jlee@drivesuperior.com

Signature of Authorized Person: [redacted] **Date:** 04/01/2021

Printed or Typed Name: Jeff Lee **Title:** Fleet Sales Rep

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

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

INTENT

The intent of this Invitation for Bid (IFB) is for the purchase and delivery of one (1) 2021 Commercial Chevrolet SSV Tahoe (CK10706) Four Wheel Drive (4WD), Four Door (4dr), with the necessary upfitting, as specified for the City of Bentonville Fire Department.

RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

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

- IFB document, all response fields complete.

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

CONTRACT TERM:

The awarded bidder will receive a single purchase order issued by the City of Bentonville for the one-time purchase and delivery of one (1) one (1) 2021 Commercial Chevrolet SSV Tahoe (CK10706) Four Wheel Drive (4WD), Four Door (4dr), with the necessary upfitting, as specified for the City of Bentonville Fire Department.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of one (1) one (1) 2021 Commercial Chevrolet SSV Tahoe (CK10706) Four Wheel Drive (4WD), Four Door (4dr), with the necessary upfitting, as specified for the City of Bentonville Fire Department.

DELIVERY

The City Of Bentonville requests delivery within thirty (30) days after receipt of the City's purchase order. If this delivery schedule cannot be met, Bidder must state the number of days required from receipt of the City's purchase order to deliver the item to the City. Failure to state a delivery time obligates the Bidder to complete delivery within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City..

Delivery within 120 days **days after receipt of City's purchase order.**

Pending no delivery issues with the vehicle and/or upfit parts equipment that is out of our control.

The item shall be delivered to the City of Bentonville Fire Station #1 800 SW A Street Bentonville, AR 72712.

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

INVOICING

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

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th Street
Bentonville, AR 72712

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

FIELD TESTING

The City reserves the right to request to field test proposed equipment to determine if the equipment meets the City's specifications.

INSPECTION

The City reserves the right to inspect the equipment upon delivery and to refuse signature of any delivery documents until a full inspection has been performed to verify that the delivered unit meets the City's specifications. In the event that the delivered unit fails to meet the City's specifications upon inspection, it is the awarded Bidder's sole responsibility to either replace the unit with a unit meeting specifications or modify the unit to meet specifications at no additional cost to the City.

PAYMENT TERMS

☐ Net 30 days ☒ Other: Payment due at Delivery of Finished Vehicle

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

X Yes _____No

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

All questions or requests related to this Invitation for Bid should be directed solely to the Purchasing Office via written communication only via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders. Purchasing will not respond to requests received after the deadline for submission of these requests stated herein.

Submit Via Email: purchasing@bentonvillear.com
Submit Via Mail: City Hall ATTN: Purchasing Office 1000 SW 14th Street Bentonville, AR 72712
For Phone Calls: (479) 271-3115

INDEMNIFICATION

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

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

CITY'S RIGHT TO REQUEST ADDITIONAL INFORMATION

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

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and state Laws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Pursuant to Arkansas Code Annotated § 22-9-203, the State encourages all small, minority, and women business enterprises to submit bids for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

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

Contractor/Vendor Disclosure

Company Name: Superior Chevrolet Buick GMC

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.

NA

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.** **Initials**

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    In the event of two or more identical low bids, award will be made to the most responsive and responsible bidder, as determine din 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.

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

SPECIFICATIONS

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

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
TAHOE SPECIFICATIONS:			
One (1) 2021 Commercial Chevrolet SSV Tahoe (CK10706) Four Wheel Drive (4WD), Four Door (4dr), with the necessary upfitting, as specified for the City of Bentonville Fire Department.	X		
The unit shall meet or exceed all applicable Federal, State and Local transportation regulations, laws, ordinances and statutes.	X		
The unit shall meet or exceed all applicable O.S.H.A standards.	X		
Interior: Jet black, cloth seat trim	X		
Exterior 1: Special Paint – Victory Red WA9260 Exterior 2: No color selected Solid one-color	X		
4WD, 4dr	X		
Key common, complete vehicle fleet	X		
Remote keyless entry package	X		
Seat delete, third row passenger	X		
Seats, front 40/20/40 split-bench	X		
Floor covering, color-keyed carpeting in occupant area, first and second row, removable	X		

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

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
Floor maps, color-keyed carpeted first and second row, removable	X		
Remove start	X		
GVWR, 7500lbs.	X		
Emissions, Federal requirements	X		
Rear axle, 3.23 ratio	X		
Jet Black, cloth seat trim	X		
Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen	X		
Battery, 900 cold-cranking amps with 95 amp hour rating	X		
Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	X		
Alternator, 220 amps	X		
Engine, 5.3L EcoTec3 V8	X		
Transmission, 10-speed automatic	X		
Tires, 275/60R20SL all-terrain, blackwall	X		
Skid plate, front	X		
Wheels, 20"x9" (50.8cmx22.9cm) painted aluminum with machine face and Argent Metallic Pockets	X		
Wiring provision, for outside mirrors and cargo side mirrors	X		
Ground wires, blunt cut cargo area and blunt cut console area	X		

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
Luggage rack side rails, delete	X		
Recovery hooks, 2 front, frame mounted, black	X		
Fleet processing option	X		
Speedometer calibration	X		
Fascia, front high-approach angle	X		
Suspension package, premium smooth ride	X		
Capless fuel fill	X		
Exterior ornamentation delete	X		
Instrumentation, analog	X		
Theft-deterrent system, vehicle, PASS-KEY III	X		
Power supply, 50-amp, power supply auxiliary battery	X		
Power supply, 100-amp, auxiliary, rear electrical center	X		
Power supply, 120-amp, (4) 30-amp circuit, Primary battery	X		
Seat belts, 3-point, all seating positions	X		
Lane Keep Assist, delete	X		
Protected idle	X		

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

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
Fire Department Upfitting:			
QTY: 4 Whelen Ion 12D	X		
QTY: 2 Whelen Dueal Avenger R/W Rear 1/4	X		
QTY: 1 CENCOM 399 CORE W/CCTL6	X		
QTY: 1 Tahoe canport harness	X		
QTY: 1 SA315P	X		
QTY: 2 SAK 54 VEH Specific SPKR Mount	X		
QTY: 1 External Amplifier WECANX	X		
QTY: 1 HOWLER WECANX	X		
QTY: 1 WHELEN IXES Kit Inner Edge/RST	X		
Core Controller SPRKR and Mount	X		
QTY: 1 HG2 R/W Side Runner Lights	X		
QTY: 1 HAVIS C-VS-1012-TAH-WIDE-Console	X		
QTY: 1 C-CUP2-1001	X		
QTY: 2 C-ARM-102	X		
QTY: 1 C-HDM-204	X		
QTY: 1 C-MD-119	X		

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

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
Miscellaneous Upfitting:			
The upfitting shall be completed prior to delivery to delivery a finished product to the City.	X		
Calibration, surveillance mode interior lighting	X		
Calibration tail-lamp flasher red/white	X		
Calibration tail-lamp flasher red/red	X		
Identifier for Special Service Vehicle applied	X		
Flasher system, head-lamp and tail-lamp, DRL compatible with control wire	X		

REQUIRED RESPONSE FIELD

Bidders shall use the space below to convey the unit being proposed to the City in their Bid Submission:

Year: 2021
Make: CHEVROLET
Model: TAHOE SSV
Upfitted: X **Yes** __**No**
Upfitting Details: PLEASE SEE ATTACHED
Notes (Optional):

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

BID FORM

IFB-21-24

The Total Bid Price shall include all costs to the City, including but not limited to: all labor, products, material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, upfitting, delivery and all other costs to the City of Bentonville, Arkansas to cover the finished product delivered to the City.

Sales tax should not be included in the Total Bid Price as it is not payable to the Bidder.

Delivery will be made within the City limits of Bentonville, Arkansas.

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

Quantity	City Specified Item Description	Bid Submitted Item Description REQUIRED RESPONSE (Must include make/model/year) *Bidders may write "AS SPECIFIED" if all components meet the City's specifications.*	Price
1	One (1) 2021 Commercial Chevrolet SSV Tahoe (CK10706) Four Wheel Drive (4WD), Four Door (4dr), as specified.		$ 39,473.04
2	Upfitting of Tahoe, as specified.		$ 8,655.96
		TOTAL BID PRICE: (The sum of Lines 1 and 2)	$ 48,129.00

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Item Type: (*Check Applicable Item Type*)

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

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

Bid Award to Banner Fire Equipment Inc. for the purchase of one E-One Fire Apparatus (Truck 2 Replacement) through participation in the HGAC Cooperative (Co-op) contract, FS 12-19 JA15. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of FS 12-19 JA15, determining that the solicitation was in line with both Arkansas State Statute.

Estimated Cost	**$1,747,795.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Inter-office Memorandum

To: Mayor Orman, and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: March 30, 2021

Re: Truck 2 Replacement

Currently, Truck 2 is a 1999 model E-One, 75' Aerial Apparatus. At 23 years of age, this apparatus exceeds the NFPA 1901, recommended timeframe of 15 years for a first-line apparatus.

NFPA 1901, Annex D, Guidelines for First-Line and Reserve Fire Apparatus

Because the changes, upgrades, and fine tuning to NFPA 1901 have been truly significant, especially in the area of safety, fire departments should seriously consider the value (or risk) to fire fighters of keeping fire apparatus more than 15 years old in first-line service.

It is recommended that Truck 2 be replaced. Current build times are 450 days out to delivery from the time a unit is ordered. This timeframe will put Truck 2 at 23 years of first-line service and 8 years past the recommended replacement window.

BANNER
FIRE EQUIPMENT, INC

FIRE APPARATUS PROPOSAL

DATE: March 11, 2021

This proposal has been prepared for:

BENTONVILLE FIRE DEPARTMENT
800 SW A STREET
BENTONVILLE, ARKANSAS 72712

UNIT QUANTITY	MODEL	PRICE
1	E-One All Aluminum Cab and Body Bronto R135RLX Articulating Platform Hale 8FG pump, 300 gallon tank, mounted on a Cyclone four door chassis equipped with a Cummins X15 605HP engine	$1,747,795.00

Prices per HGAC Contract FS12-19 JA15

Delivery will be FOB Roxana, Il. and will be made approximately 450 calendar days after receipt of a contract. Standard Terms of Payment are 90% of the purchase price due upon arrival of the unit at our Roxana, Il. facility with the balance due upon pick up.

Price is firm until close of business April 13, 2021 Price is subject to increase after that time.

Contract: HGAC FS12-19 JA15

Company: BANNER FIRE EQUIPMENT, INC.

By: [redacted]

Tom Pour

Title: Apparatus Sales

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Item Type: (*Check Applicable Item Type*)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Ordinance approving a waiver of bid for unpublished items on the new aerial fire truck. These items total $110,590.00 or 6% of the total cost of the truck, and need to be installed while the fire truck is in production.

Estimated Cost	**$110,590.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Waiver of Bid Request

Date of City Council Meeting	**4/27/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Vendor	**Banner Fire Equipment**
Total Cost	**$110,590.00**

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

There are a variety of items that are put on a fire truck that are unpbulished on the HGAC contract pricing. A complete list of unpublished items is attached.

Justification *(Enter justification in space below):*

These are unpublished manufacture items. These options have to be installed during the manufactur-ing process.

Deletions from Base Bid	Price	Qty	Total
Bumper 10" stainless steel	$ 1,610.00	1	$ 1,610.00
Meritor FL943 front axle *21,500.00*	$ 24,925.00	1	$ 24,925.00
Change air horns from Grover to Hadley	$ 230.00	1	$ 230.00
Niehoff 320 amp alternator	$ 4,074.00	1	$ 4,074.00
Change front tow hooks to tow eyes	$ 12.00	1	$ 12.00
Velvac 2010 mirrors	$ 835.00	1	$ 835.00
Battery charger E-One LPC40	$ 1,141.00	1	$ 1,141.00
Whelen C Series turn signals	$ 660.00	1	$ 660.00
TecNiq daytime running lights LED strip	$ 193.00	1	$ 193.00
Change pike pole tube storage from 6 to 4	$ 157.00	1	$ 157.00
Change compartment doors from double to vertical L4,R5,R6	$ 130.00	3	$ 390.00
Change L3 compartment door to single door L5	$ 130.00	1	$ 130.00
Class 1 TPG Pressure Governor	$ 2,814.00	1	$ 2,814.00
IC 10 LED tank level gauge	$ 630.00	1	$ 630.00
IC 4" Master pressure gauges	$ 502.00	1	$ 502.00
Vista IV display for V-Mux System	$ 2,281.00	1	$ 2,281.00
Whelen MK9S short slide bolt bracket	$ 158.00	1	$ 158.00
Whelen Super Beacon L31H	$ 2,393.00	1	$ 2,393.00
Bracket, license plate	$ 54.00	1	$ 54.00
TecNiq T40 LED compartment lights	$ 1,498.00	1	$ 1,498.00
Foot switch to control air horns officer side	$ 150.00	1	$ 150.00
Change intercom to FIRE ACT 2 way intercom	$ 1,360.00	1	$ 1,360.00
Truck Lite LED outrigger lights	$ 832.00	1	$ 832.00
Collins light at tip	$ 792.00	1	$ 792.00
Collins light at base	$ 1,711.00	1	$ 1,711.00
Whelen PFPBP12C light at jib boom	$ 1,355.00	1	$ 1,355.00
Painted heat shields ILO swirled finish	$ 52.00	1	$ 52.00
Change 40ft Alco Lite ladder to 35ft ladder	$ 845.00	1	$ 845.00
Change reflective tape on outriggers to printed striping	$ 63.00	1	$ 63.00
6" Scotchlite stripe	$ 938.00	1	$ 938.00

Total $ 52,785.00

Additions to Base Bid	Price	Qty	Total
Turtle Tile matting in bumper tray	$ 95.00	3	$ 285.00
Diamond plate flip up cover hinged to driver seat	$ 150.00	1	$ 150.00
Wrap exhaust with thermal insulation tape	$ 292.00	1	$ 292.00
Upgrade cab from Typhoon to Cyclone medium cab	$ 5,125.00	1	$ 5,125.00
Raise cab 4" front to back	$ 2,050.00	1	$ 2,050.00
Driver and officer door windows to be power actuated	$ 1,925.00	1	$ 1,925.00
Rear cab windows to be power actuated	$ 1,925.00	1	$ 1,925.00
Door mounted Weldon 8401 light	$ 1,130.00	1	$ 1,130.00
Rear cab wall to be 3/16" diamond plate	$ 440.00	1	$ 440.00
Upgrade cab handrails to Stainles Steel style	$ 163.00	1	$ 163.00
Cup holder/tray for engine cover	$ 516.00	1	$ 516.00
Storage below bench seat	$ 768.00	1	$ 768.00
SS coat hooks in cab	$ 94.00	4	$ 376.00
Kussmaul model 1200 charger with air compressor	$ 2,946.00	1	$ 2,946.00
Control push button switches	$ 119.00	4	$ 476.00
EON LED lights mounted in seat riser	$ 154.00	1	$ 154.00
Upgrade body for Bronto F135 RLX	$ 4,911.00	1	$ 4,911.00
Upgrade crosslay with cord reel compartment for Bronto RLX body	$ 174.00	1	$ 174.00
Upgrade jack leg covers from diamond plate to job color	$ 1,382.00	1	$ 1,382.00
Single vertical hinged doors, L2,L7	$ 931.00	2	$ 1,862.00
SCBA botle storage (pr) with flat plate door	$ 1,160.00	1	$ 1,160.00
Horizontal ladder bracket for Little Giant 17	$ 334.00	1	$ 334.00
Upgrade 18" body handrails to Stainless Steel	$ 163.00	1	$ 163.00
Upgrade wheel well area from diamonplate to smooth pained surface	$ 1,283.00	1	$ 1,283.00
Turtle tile floor matting all compartments	$ 3,001.00	1	$ 3,001.00
Whelen MKEZ7 standard mini bar mount	$ 126.00	2	$ 252.00
Whelen UFM8 LED flashers (pr)	$ 1,427.00	1	$ 1,427.00
Whelen C Series C6I Super LED (pr)	$ 774.00	1	$ 774.00
Whelen LINV2 V series warning and puddle light	$ 612.00	1	$ 612.00
Whelen PSD02FCR LED lights	$ 613.00	7	$ 4,291.00
Whelen TANF85 traffic advisor light	$ 2,736.00	1	$ 2,736.00
Upgrade Whelen electronic siren to 295HFSC9 siren	$ 302.00	1	$ 302.00
Upgrade hosebed lights to Whelen M6 LED	$ 555.00	1	$ 555.00
Upgrade deck lightw to Whelen MPPBCS (pr)	$ 1,055.00	1	$ 1,055.00
Upgrade crosslay lights to Whelen MPPBCS	$ 445.00	1	$ 445.00
Upgrade pump compartmet light to Optronics ILL22 LED	$ 86.00	1	$ 86.00
Upgrade pump panel light package to (9) TecNiq EON lights	$ 119.00	1	$ 119.00
Switch, additional 12V rear of body	$ 253.00	1	$ 253.00
Pioneer Summit Series 72" brow light	$ 4,203.00	1	$ 4,203.00
Pioneer Summit Series 44" Brow lights	$ 2,396.00	2	$ 4,792.00
Diamond plate shieds for Whelen Tracer lights	$ 519.00	2	$ 1,038.00
Cord reel rewind switch	$ 150.00	1	$ 150.00
Upgrade aerial device to F135RLX platform	$ 67,500.00	1	$ 67,500.00
Upgrade monitor form Akron Streamaster to TFT emonitor	$ 802.00	1	$ 802.00
Wireless control for TFT monitor	$ 3,115.00	1	$ 3,115.00
Upgrade air system to (2) 444CF cylinders	$ 1,431.00	1	$ 1,431.00
Bronto stokes basket receiver deck	$ 1,184.00	1	$ 1,184.00

Mounting brackets for stokes basket receiver	$ 426.00	1	$ 426.00
Change ultrasonic sensors from (4) to (6)	$ 408.00	1	$ 408.00
PRL-18 ft roof ladder	$ 726.00	1	$ 726.00
Firecom UHW 505 headsets	$ 1,357.00	2	$ 2,714.00
Firecom UHW503 headsets	$ 1,323.00	4	$ 5,292.00
Line-x package for Tandem Axle Aerial	$ 10,271.00	1	$ 10,271.00
Front grille mesh painted with US flag	$ 1,962.00	1	$ 1,962.00
Scotchlite printed striping on front bumper	$ 745.00	1	$ 745.00
Rubrail scotchlite to be black ipo white	$ 272.00	1	$ 272.00
Aerial Adjustment/Inspection	$ 10,446.00	1	$ 10,446.00

Total $ 163,375.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO PURCHASE CERTIN UNPUBLISHED EQUIPMENT FOR THE CITY OF BENTONVILLE FIRE DEPARTMENT, AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to purchase certain unpublished items associated with the purchase of the Fire Department aerial fire apparatus, as set forth in the attached Exhibit A.

Section 2: Because this equipment must be installed while the apparatus is in construction and because these are supplementary items that were not advertised with the HGAC items for the apparatus itself, but are necessary to meet the Fire Department's needs for the vehicle, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

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 in to a land acquisition contract to purchase 2.2 +/- acres from Helping Hands for the Bentonville Fire Department Training facility. Cost of the land is $380,000.00, plus $20,000.00 to have the land surveyed and closing cost.

Estimated Cost	**400,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

General Fund

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: 4.27.2021

Re: Land Purchase for Fire Department Training Facility

The City and Helping Hands have entered into an Offer and Acceptance for 2.2 +/- acres of land located on SW Aviation for the fire department training facility.

The cost of the land is $380,000.00, $20,000.00 was added to the budget adjustment to cover the closing cost and survey.

This property is centrally located in the City for all stations to have access. This allows the stations to train and still be within reach of their fire districts.

OFFER AND ACCEPTANCE

PARTIES: Helping Hands, Inc. as "Seller", and The City of Bentonville, Arkansas, as "Buyer", hereby agree that the Seller shall sell and Buyer shall buy the following property upon the following terms and conditions:

1. DESCRIPTION

a) Legal description of real estate ("Property") located in Benton County, Arkansas:

A portion of Parcel Number 01-00089-004, Benton County, Arkansas, containing approximately 2.23 acres as more particularly shown on the attached Exhibit "A.".

b) Street address, if any, of the Property being conveyed is:

None

c) Personal property including all buildings and improvements on the property and all right, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way, and:

None

2. PURCHASE PRICE $380,000.00 cash on closing.

3. SURVEY & TITLE COMMITMENT; PERMITTED EXCEPTIONS.

Buyer shall obtain, at Buyer's sole expense, a preliminary title insurance commitment for the Property showing fee simple title in Seller, issued by the Escrow Agent in its capacity as a licensed agent for a nationally recognized title insurer acceptable to Buyer (the **"Title Commitment"**). At Closing, such insurer, at Buyer's sole expense, shall issue to Buyer an owner's title insurance policy in the amount of the Purchase Price (the **"Title Policy"**). The Title Commitment and the Owner's Title Policy shall be subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract or otherwise acceptable to Buyer, and in the case of the Title Commitment, those items which shall be discharged by Seller at or before closing. Buyer shall have twenty (20) days from the date of receiving Title Commitment to examine it. If title is found defective, if Buyer has objections to the Survey (as defined below) or the issuer of the Title Commitment has not provided satisfactory assurances that the Title Requirements will be met, Buyer shall notify Seller in writing, within twenty (20) days from the date of receiving the Title Commitment specifying the objection(s) to the Title Commitment or Survey. If the objection(s), in Buyer's opinion, renders title unmarketable, uninsurable, or the objections affect Buyer's intended use of the Property, development of the Project, ability to obtain construction and permanent financing for the Project or contain terms Buyer deems unreasonable, Seller will have thirty (30) days from receipt of such notice within which to attempt to remove such objection(s) to the Title Commitment or Survey. Seller agrees that it shall use a diligent, good faith effort to correct any objection(s), provided,

however, Seller shall not be required to spend an amount it deems unreasonable to correct any such objections. If Seller is unsuccessful in removing such objection(s) within said time, Buyer shall have the option of (i) extending such time period, (ii) accepting the title as it then is, or (iii) rescinding this Contract and thereupon Buyer and Seller shall be released, as to one another, of all further obligations and all damages arising under this Contract.

Seller will deliver to Buyer a copy of any survey of the Property in Seller's possession. Buyer shall have the right to obtain a new or recertified survey of the Property (the "**Survey**") at Buyer's cost. Additionally, Seller shall cooperate with any lot split process that may be required to transfer the property. Buyer shall pay the cost of such lot split. Subject to approval of the Survey or Lot Split by Buyer, the legal description of the Property contained in the Survey or Lot Split, if required, will be the description of the Property used in the Deed.

4. BUYER'S REQUIREMENTS: Buyer shall undertake to remove the conditions to closing contained in this Contract including, but not limited to, those requirements set out in Exhibit B; provided, however, Buyer has the right to terminate this Contract for any reason or no reason so long as the right of termination is exercised in a timely manner. Seller agrees to cooperate fully with Buyer with respect to Buyer's efforts to obtain all relevant information pertaining to the Property and the permitted uses of it. In the event such conditions cannot reasonably be removed, satisfied, or met or if Buyer determines that the Property is not satisfactory for Buyer's contemplated real estate development on the Property (the "**Project**"), Buyer may terminate this Contract. In all cases, Buyer's sole opinion and judgment shall determine whether Buyer's requirements have been satisfied or met. In the event Buyer does not notify Seller in the manner set forth in paragraph 12(a) of the failure of a condition or Buyer's decision to terminate within ninety (90) days of the Council Approval Date (the "**Buyer's Inspection Period**" or the "**Inspection Period**"), all of Buyer's conditions shall be deemed satisfied

5. ENVIRONMENTAL WARRANTIES: Seller represents and warrants that to its actual knowledge, information, and belief, no unlawful toxic substances, hazardous substances, or hazardous waste materials regulated under any applicable federal, state, or local laws have been produced, used, stored, or disposed upon the Property in violation of applicable laws and regulations or that the Property contains or encompasses any wetlands as that term is defined under the Clean Water Act. Seller shall provide Buyer within the timeframe set forth in Paragraph 7 with copies of all environmental assessments, reports, or studies prepared for Seller's use or benefit. In addition, Buyer has permission to commission its own Phase I Environmental Site Assessment (the "**ESA**") of the Property, the scope of which will be determined by Buyer. If the ESA indicates that the Property presents matters that require remediation, Buyer shall notify Seller under the terms and conditions in Paragraph VI.

6. OPTION TO MITIGATE: If the ESA indicates that the Property presents any matters that require remediation, Buyer shall first advise Seller in writing ("**Buyer's Notice**") of those items identified in the ESA of which Buyer requires remediation, and allow Seller its Option to Mitigate hereunder prior to Buyer being able to exercise any right to terminate this Contract. Within ten (10) days of receipt of Buyer's Notice, Seller shall advise Buyer in writing ("**Seller's Response**") whether or not it shall remedy some or all of the items specified in Buyer's Notice.

Seller shall have up to one hundred twenty (120) days to remedy those items, if it so chooses, at its sole cost and expense, during which time this Contract shall remain in effect. At the end of the earlier of one hundred twenty (120) days or upon Seller's written notification to Buyer that it has completed the remediation, Buyer shall have twenty (20) days to either satisfy itself that the items in Buyer's Notice have been remedied or to advise Seller that it is terminating this Contract. If Seller's Response advises Buyer that it will not correct some or all of the items specified in Buyer's Notice then Buyer, within ten (10) days after receipt of Seller's Response, shall advise Seller in writing that it shall (i) accept such items "AS IS" and/or correct them itself after the Closing, all without reduction in the Purchase Price, or (ii) elect to terminate this Contract.

7. SELLER DOCUMENTS: Seller agrees to deliver to Buyer within ten (10) days of the Effective Date copies of the following: all title insurance policies and surveys; all plats, covenants, deeds, easements, development plans, construction plans, if any; any market studies; and environmental reports, studies or assessments relating to the Property (collectively, the "**Seller Documents**"). Buyer shall return all Seller Documents if the Closing does not occur and shall keep the Seller Documents confidential to the best of its ability.

8. SELLER'S REPRESENTATION AND WARRANTIES: Seller represents and warrants as to following matters:

(a) there is no action, suit, or proceeding pending, or to Seller's actual knowledge and belief, threatened or contemplated against or affecting, either directly or indirectly, the Property; and

(b) the Property is not located within any wetlands area as determined under the Clean Water Act and applicable FEMA maps and there is no application currently pending regarding the same.

9. RISK OF LOSS: All risk of loss to the Property shall remain with Seller prior to Closing. If any improvements on the Property are damaged prior to Closing and Seller is either unable or unwilling to restore the Property to the condition it was as of the Effective Date, at Buyer's sole option, Buyer may (i) elect to terminate this Contract or (ii) elect to take the Property as it then is, together with any insurance proceeds payable by virtue of such loss or damage. If Buyer elects to terminate this Contract, Buyer and Seller shall be released, as to one another, of all obligations and liabilities under this Contract.

10. REPAIR AND MAINTENANCE: Between the Effective Date and the date of Closing, Seller shall maintain the Property in substantially the same condition the Property was in on the Effective Date. Further, Seller agrees not to enter into, extend, or renew beyond closing any agreement covering any portion of the Property (or real property contiguous to the Property) or which might change the status, condition, or commercial marketability of the Property without the prior written approval of Buyer.

11. PROVISIONS WITH RESPECT TO CLOSING.

a) Closing Date. The consummation of the transaction contemplated by this Agreement ("Closing") shall take place at such place as designated by Seller on or before July 30, 2021, or at such earlier date as agreed mutually, unless extended by other provisions hereof.

b) Seller's Obligation at Closing. At Closing, Seller shall furnish good and marketable title at closing and execute, acknowledge, and deliver to Buyer a Warranty Deed conveying the Property to Buyer subject to:

(i) taxes and assessments for year of closing and subsequent years;
(ii) restrictions, easements and zoning ordinances of record, if any;
(iii) public utility easements of record, if any.

c) Buyer's Obligations at Closing. Subject to the terms, conditions and provisions hereof, and concurrently with the performance by Seller of its obligations set forth in Section 11 b) above, Buyer shall deliver to Seller cashier's check or other immediate local funds in the amount set forth in Section II of this Agreement.

d) Closing Costs.
Buyer shall pay all costs and expenses in connection with the Closing, including the following:
(i) Documentary stamps which are required to be affixed to the Warranty Deed;
(ii) The intangible tax required by law on the mortgage.
(iii) All recording costs, including recording of the deed, mortgage, and any documents required in connection with the title insurance commitment.
(iv) The premium payable for the title commitment and title policy issued pursuant thereto, if any.
(v) Survey work.

e) Proration of Taxes. Taxes for the year of the Closing shall be prorated to the date of Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation.

12. OTHER CONTRACTUAL PROVISIONS.

a) Notices. Any notice to be given or to be served upon any party hereto, in connection with this Agreement, must be in writing, and may be given by certified mail and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; and if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the addresses stated above. Any party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

b) Assignability. The Buyer is prohibited from assigning all or any part of this Agreement.

c) Entire Agreement; Modification. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

d) Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas.

e) Headings. Descriptive headings are for convenience and shall not control or affect the meaning or construction of any provision of this Agreement.

f) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

g) Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

h) Interpretation. Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

i) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

j) Section 1031 Exchange. Upon request by Seller, Buyer shall cooperate with Seller in order to effectuate the goal of Seller to have this transaction qualify for a tax deferred treatment under Section 1031 of the Internal Revenue Code of 1986, as amended, provided that Buyer is put to no additional expense, in this regard, and that the closing is not materially delayed. Formal provisions detailing the exchange shall be entered into by the parties and made a part of the final contract of exchange, no later than as such time as Buyer shall acknowledge satisfaction of the contingencies to its obligation to close this transaction.

k) Time for Acceptance & Effective Date. If this offer is not executed by both parties hereto on or before April 28, 2021, this offer shall thereafter be null and void. The date of the Agreement ("Effective Date") shall be the date when the last one of the Seller and Buyer has signed this offer.

l) City Council Approval. This offer is conditioned upon the City of Bentonville receiving Approval from the Bentonville City Council to purchase this property.

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

Witnesses: "Buyer" (The City of Bentonville, Arkansas) by:

_____
Mayor

Attest:

_____ Date: _____
City Clerk

"Seller" (HELPING HANDS, INC.) by: [redacted]

Date: 4-7-2021

6

EXHIBIT B

Buyer's Inspection Period

The transaction contemplated herein is conditioned upon Buyer determining, at its sole cost, the items set forth herein within Buyer's Inspection Period, except as otherwise provided or extended. Any item not objected to in writing within Buyer's Inspection Period or the extension thereto, or the period provided for herein, shall be deemed satisfied. In the event Buyer terminates this Contract because of the failure of any condition herein, subject to Seller's Option to Mitigate, Buyer and Seller shall be released, as to one another, of all further obligations and liabilities under this Contract.

(a) Buyer's determination that it can obtain all necessary governmental approvals for its intended use of the Property including satisfaction of all of Buyer's requirements for the Project.

(b) Buyer's determination that the Property has full, free, and adequate ingress and egress from public highways and roads. Seller hereby warrants that it has no knowledge of any fact or condition, which would result in the termination of any existing access.

(c) Buyer's reasonable determination that all utilities necessary for Buyer's intended use are available to the Property or will be constructed and extended to a boundary line of the Property prior to the expiration of Buyer's Inspection Period.

(d) Buyer's determination that it will be able to obtain funding to acquire the property, through City Council approval and such voter approval as may be required.

(e) Buyer's determination, through the use of engineering, environmental and related tests, percolation tests, geotechnical studies and soil boiling, (the "**Site Investigation**") that the Property is satisfactory for Buyer's use and that no portion of the Property lies within any wetlands area or within a floodway or flood zone. Seller hereby grants to Buyer the right to enter the Property for the purpose of conducting, to the extent possible, the Site Investigation. Seller shall provide Buyer with copies of any environmental reports or studies for the Property in Buyer's possession. Upon Seller's request, Buyer shall provide Seller immediately with a copy of any reports or studies, which Buyer has performed on or about the Property pursuant to this Exhibit.

(f) Buyer may, but is not required to, engage the services of an engineer or other third party to inspect the Property. In the event of the purchase and sale of the Property hereunder, Seller shall sell the Property to Buyer, and Buyer agrees that is purchasing the Property from Seller "AS IS", WITHOUT ANY REPRESENTATION OR WARRANTY AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ITS FITNESS FOR ANY PARTICULAR USE, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN. Upon Seller's request, Buyer will promptly provide Seller with a copy of any and all reports or studies, which Buyer has performed on or about the Property under this Subparagraph.

(g) Buyer's review of the Title Commitment and any ALTA Survey of the Property whether prepared by Seller or Buyer. Notwithstanding the foregoing, Seller shall furnish Buyer with copies of any surveys of the Property in its possession. If a survey shows an encroachment, overlap, gore or other objectionable condition, (collectively, the "**defect(s)**"), Buyer shall notify Seller in writing specifying the defect(s). Seller shall have thirty (30) days from receipt of notice within which to remove or cure the defect(s). If Seller is unsuccessful in curing such defect(s) within said time, Buyer shall have the option of (i) extending such time period, (ii) accepting the Property as the survey then shows, or (iii) rescinding this Contract.

Advertise here (https://www.land.com/advertise/)

BACK TO SEARCH

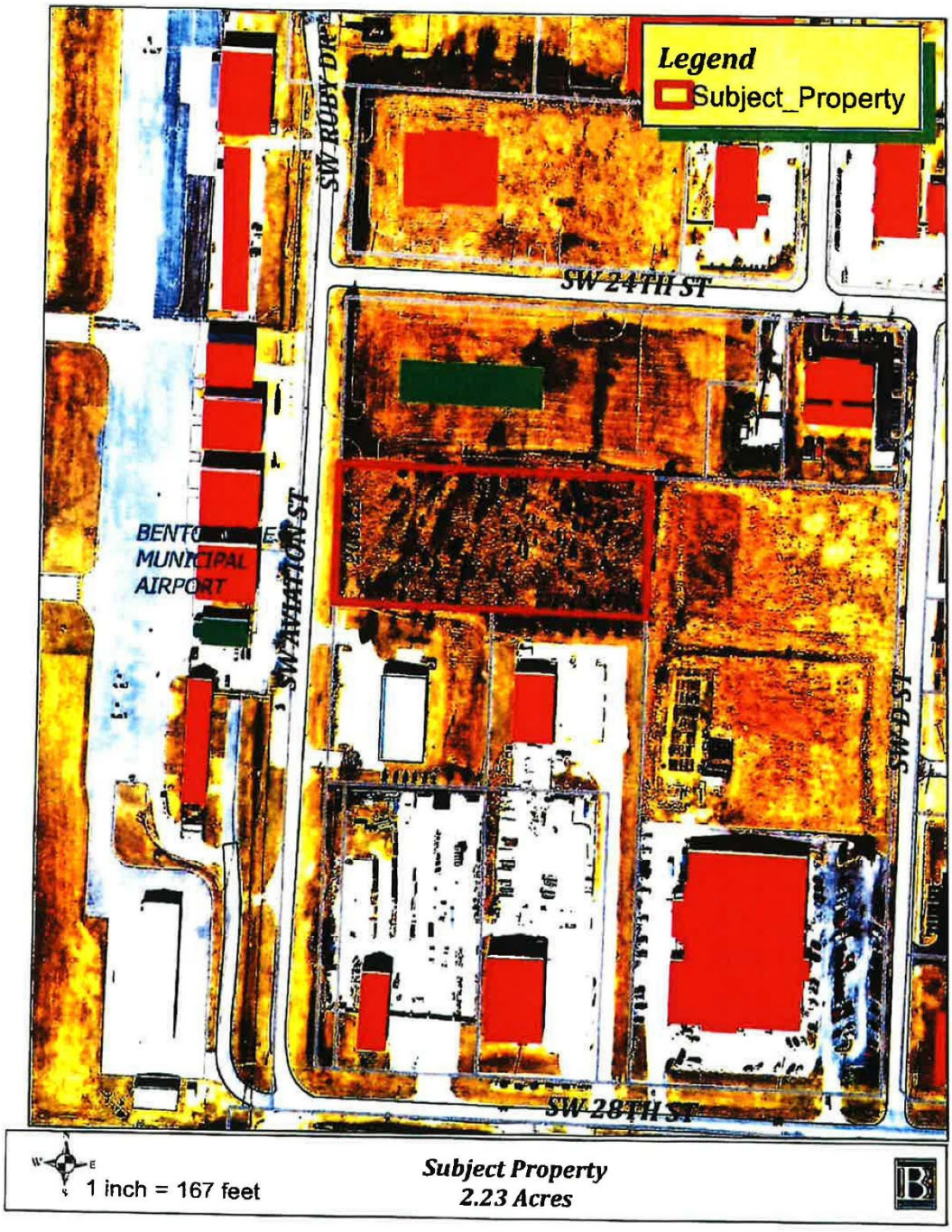
2.81 Acres in Benton County

Lot 15 SW 24Th ST, Bentonville (/search/AR/Bentonville-land-for-sale/), AR (/search/Arkansas-land-for-sale/) | Benton County, AR (/search/AR/Benton-County-land-for-sale/)

$349,900 2.81 acres

Save · Share

Listing Status:	Active
Listing Type:	Sale
Property Type(s):	Commercial Land (/search/AR/Benton-County/Commercial-Land-for-sale/) Recreational Land (/search/AR/Benton-County/Recreational-Land-for-sale/)
MLS ID:	ARMLSAR
Irrigated:	No
Residence:	No


Legend
Subject_Property
SW RUBY DR
SW 24TH ST
SW AVIATION ST
SW 28TH ST
1 inch = 167 feet
Subject Property
2.23 Acres

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN OFFER AND ACCEPTANCE FOR THE PURCHASE OF REAL PROPERTY FROM HELPING HANDS.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Offer and Acceptance for the Purchase of Real Property from Helping Hands, in an amount not to exceed $380,000.00 plus applicable survey and closing costs as set forth in the Real Estate Contract attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Item Type: (*Check Applicable Item Type*)					
☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

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

Budget Adjustment in the amount of $400,000.00 to purchase 2.2 +/- acres from Helping Hands for the construction of the fire training facility.

Estimated Cost	**400,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

General Fund

Budget Adjustment Request

Date of City Council Meeting	4/27/2021
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-5927

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

Budget Adjustment in the amount of $400,000.00 to purchase 2.2 +/- acres of land from Helping Hands for the construction of the fire training facility. This amount includes the cost of the land, survey, and all other closing cost.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102020	47110	Capital Land		$ 400,000.00
		Totals	$ -	$ 400,000.00
		Net Impact on Fund Balance	$	(400,000.00)

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

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Administration**
Submitted by	**Jake Harper**
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)*:

Motion to select Crews and Associates/Raymond James as Underwriters in relation to the bond issues associated to the 2021 Bond Election.

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

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

MEMORANDUM

TO: Mayor Orman
City Council

FROM: Jake Harper, Director of Finance and Administration

DATE: April 20, 2021

SUBJECT: Selection of Underwriter related to the 2021 Bond Election

Following this City's standard procurement process for Professional Services, Administration solicited qualifications via Request for Qualifications(RFQ)-21-15 , for Bond Underwriter Services.

Three firms submitted a response to the solicitation, including BofA Securities, Inc., Wells Fargo Securities, and Crews & Associates and Raymond James (as a team).

A Selection Committee consisting of City Staff and the City's Municipal Advisor (Stephens) was formed to evaluate the submissions based on state law criteria and criteria related to performance of the work. Based on the Committee Member's scores for each criteria, the Crews & Associates and Raymond James team received the highest score.

After Proposal negotiations, the final agreed upon cost for the bond underwriter services was $5.75 per $1,000.00 for each of the proposed bond issues; Administration is comfortable proceeding with this fee as other Arkansas municipal bond issues have seen underwriter fees between $6.50 and $8.50 per $1,000.00.

Agenda Item Form

Date of City Council Meeting	**4/27/2021**
Department	**Water Utilities Department**
Submitted by	**Mike Bender, Preston Newbill**
Phone	**(479) 271-6873, (479) 271-3140**

Item Type: (*Check Applicable Item Type*)

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

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

Ordinance requested by Staff for City Council approval waiving the requirement of competitive bidding for an emergency repair on the City's 48-inch water transmission main. This contract will be a time and material construction agreement with Garney Construction for the emergency repair. The estimated cost for Garney Construction's portion of the repair is $175,000.00. This is not a budgeted item and will require a budget adjustment. Costs associated with this agreement will be covered by Water Utilities Reserves.

Estimated Cost	**$175,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Funds will come from Water Utilities Reserves.

Waiver of Bid Request

Date of City Council Meeting	4/27/2021
Department	Water Department Utilities
Submitted by	Mike Bender, Preston Newbill
Phone	(479) 271-6873, (479) 271-3140

Vendor	Garney Construction
Total Cost	$ 175,000.00

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

Emergency repair of leak on City's 48-inch water transmission main. This is the City's primary water feed and needs repaired immediately. Garney Construction is recommended by Thompson Pipe (manufacturer) for repair on this type of pipe (PCCP). Garney Construction is the contractor who initially installed the 48-inch transmission main and was able to respond.

Justification *(Enter justification in space below):*

Emergency leak repair needs performed immediately. Not practical to prepare bid documents and follow normal procedures due to emergency.

Memo

To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: April 27, 2021

Re: Emergency Repair – 48-inch main Garney

Staff is requesting City Council approval of an ordinance waiving the requirement of competitive bidding for an emergency repair on the City's 48-inch water transmission main. This contract will be a time and material construction agreement with Garney Construction for the emergency repair. The estimated cost for Garney Construction's portion of the repair is $175,000.00. This is not a budgeted item and will require a budget adjustment. Costs associated with this agreement will be covered by Water Utilities Reserves. Final costs will be determined after the repair is complete. The City has acquired Olsson, Inc. to assist with coordination with the contractor including materials used, observation, material testing, and consultation as needed. Olsson's agreement is not to exceed $4,670.00 and will not need a budget adjustment.

Thank you for your consideration of this request.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

Modified BY THE CONTRACTOR TO BE PROJECT SPECIFIC

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

EJCDC® C-522, Contract for Construction of a Small Project.
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CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between City of Bentonville, AR (Owner) and Garney Companies, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

1. **Bentonville Water System Improvements Contract Section I – Water Transmission Line 48" Repair** which includes the emergency repair of a 48-Inch diameter Lined-cylinder Pipe (LCP) potable water transmission main off of School Ave in Lowell, AR The replacement of one segment of the pipeline with the replacement fittings and backfill will be provided by the Contractor. The Contractor will backfill per the Owners request and pipe manufacturers recommendation to within two feet of the existing ground elevation. The reference documents include page 22 of the plan set, and page 6 of the laying schedule.

2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located **Between stations 581+00 to 586+00 near 125 School Ave, Lowell, AR 72745.**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

EJCDC® C-522, Contract for Construction of a Small Project.
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C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.
2. Performance bond.
3. Payment bond.
4. Specifications listed in the Table of Contents.
5. Drawings as listed on the Drawing Sheet Index.
6. Addenda.
7. Exhibits to this Contract (enumerated as follows):
   a. **Exhibit 1 – Time and Materials Document**
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
   a. Work Change Directives (EJCDC C-940).
   b. Change Orders (EJCDC C-941).
   c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

ARTICLE 4 - THE CITY OF BENTONVILLE IS RESPONSIBLE FOR ALL ENGINEERING DECISIONS. CONTRACT TIMES

4.01 Contract Times

A. The work associated with this contract is for an emergency repair for the City of Bentonville, AR. The anticipated shutdown of the system will be on April 27, 2021. Additional work will be necessary for final completion of the project.

B. The Work will be substantially completed on or before **May 31, 2021** and completed and ready for final payment on or before **June 15, 2021**.

4.02 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

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B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.03 Progress Schedules

A. Contractor shall develop a schedule and submit to the Owner for review and comment before starting Work on the Site.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

A. Owner shall pay Contractor in accordance with the Contract Documents, the T&M rate sheet is included in Exhibit 1. This rate sheet includes the Contractor mark up and the mobilization of the crew and equipment.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

A. Bonds will not be provided as part of this agreement.

6.02 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State: Arkansas	Statutory
Employer's Liability:	
Bodily Injury, each Accident	$ 1,000,000
Bodily Injury By Disease, each Employee	$ 1,000,000
Bodily Injury/Disease Aggregate	$ 1,000,000

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b. Commercial General Liability:

General Aggregate	$ 4,000,000
Products - Completed Operations Aggregate	$ 4,000,000
Personal and Advertising Injury	$ 2,000,000
Each Occurrence (Bodily Injury and Property Damage)	$ 2,000,000

c. Automobile Liability herein:

Bodily Injury:	
Each Person	$
Each Accident	$
Property Damage:	
Each Accident	$
Combined Single Limit of:	$ 2,000,000

d. Excess or Umbrella Liability:

Per Occurrence	$ 15,000,000
General Aggregate	$ 15,000,000

e. Contractor's Pollution Liability:

Each Occurrence	$ 10,000,000
General Aggregate	$

B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;
2. Blanket contractual liability coverage to the extent permitted by law;
3. Broad form property damage coverage; and

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4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.

C. Contractor shall at all times maintain good discipline and order at the Site.

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D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.

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C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).

D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

F. Contractor to utilize materials provided by the Thompson Pipe previously approved by the owner.

7.10 Warranties and Guarantees

A. The work pertaining directly to the installation of the new pipe materials and labor in regards to the repair shall be warrantied for a period of one (1) year and begin on the date that the shutdown has been completed.

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B. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective.

7.11 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide Site and easements required to construct the Project.

D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

E. The Owner shall be responsible for performing inspections and tests required by applicable codes.

F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

I. Approve Pipe repair materials provided by Thompson Pipe, and paid for by the Contractor.

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ARTICLE 9 - CHANGES IN THE WORK

9.01 Authority to Change the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

9.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

ARTICLE 10 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

10.01 Differing Conditions Process

A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. After receipt of written notice, Engineer will promptly:

1. Review the subsurface or physical condition in question;

2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;

3. Determine whether the condition falls within the differing site condition as stated herein;

4. Obtain any pertinent cost or schedule information from Contractor;

5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and

6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 11 - CLAIMS AND DISPUTE RESOLUTION

11.01 Claims Process

A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.

B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.

D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 12 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

12.01 Tests and Inspections

A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.

B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

12.02 Defective Work

A. Contractor shall ensure that the Work is not defective.

B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. The Contractor shall promptly correct all such defective Work.

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E. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 13 - PAYMENTS TO CONTRACTOR

13.01 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

13.02 Applications for Payments:

A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

13.03 Retainage

A. The Owner shall retain **0** % of each progress payment until the Work is substantially complete.

13.04 Review of Applications

A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.

B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

13.05 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title

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defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

13.06 Substantial Completion

A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

13.07 Final Inspection

A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.08 Final Payment

A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.

B. The final application for payment shall be accompanied (except as previously delivered) by:

1. All documentation called for in the Contract Documents;
2. Consent of the surety to final payment;
3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
4. A list of all disputes that Contractor believes are unsettled; and
5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.

C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

13.09 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.

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B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 14 - SUSPENSION OF WORK AND TERMINATION

14.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

14.02 Owner May Terminate for Cause

A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.

B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and

C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

14.03 Owner May Terminate for Convenience

A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

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3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

14.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 15 - CONTRACTOR'S REPRESENTATIONS

15.01 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

   a. The cost, progress, and performance of the Work;

   b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

   c. Contractor's safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

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8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 16 - MISCELLANEOUS

16.01 Cumulative Remedies

A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

16.02 Limitation of Damages

A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

16.03 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

16.04 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

16.05 Controlling Law

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

16.06 The Contractor is not responsible for Consequential Damages.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ (where applicable)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Contract.)	***NOTE TO USER: Use in those states or other jurisdictions where applicable or required.***

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Exhibit 1: Time and Materials

PROJECT: Bentonville Water System Improvements 48" Repair **PROJECT NUMBER**

OWNER: City of Bentonville, AR

CONTRACTOR: Garney Construction

PERIOD: 04/20/21 **TO** 05/31/21 **CHANGE ORDER NO.:** 001

SUMMARY OF CHANGE ORDER REQUEST VALUES FROM ATTACHED TABULATIONS

Item #	Engineering Directive #	Description	Qty	Unit	Cost Per	Extended Cost
		City of Bentonville 48" Water line Break				$ -
		Allocation of Crew and Equipment	1	LS	$ 35,000.00	$ 35,000.00
					Total	**$ 35,000.00**

Contractor: Garney Construction By _____
Andrew Beck

Date: _____

Approved for Payment by
[OWNER]

By _____ Date: _____

City of Bentonville 48" Water line Break

Labor	Unburdened Base Rate	Fed Unempl 0.60%	FICA 7.65%	State Unempl 2.24%	General Liability 4.43%	Workmen's Comp 9.08%	Heath Ins. Vecation 7.80%	Pension (ESOP) 15.00%	Small Tools 10.00%	Cons-umables 7.00%	Total Regular Time Costs	Total Over Time Costs	Total Regular Time Hours	Total Over Time Hours	EXTENDED COST
Superintendent	$53.00	$ 0.42	$ 4.05	$ 1.19	$ 2.35	$ 4.81	$ 4.13	$ 7.95	$ 5.30	$ 3.71	$ 86.92	$ 130.38	0.00	0.00	$ -
Support Superintendent	$40.00	$ 0.32	$ 3.06	$ 0.90	$ 1.77	$ 3.63	$ 3.12	$ 6.00	$ 4.00	$ 2.80	$ 65.60	$ 98.40	0.00	0.00	$ -
Assistant Superintendent	$28.00	$ 0.22	$ 2.14	$ 0.63	$ 1.24	$ 2.54	$ 2.18	$ 4.20	$ 2.80	$ 1.96	$ 45.92	$ 68.88	0.00	0.00	$ -
Lead Excavator Operator	$25.00	$ 0.20	$ 1.91	$ 0.56	$ 1.11	$ 2.27	$ 1.95	$ 3.75	$ 2.50	$ 1.75	$ 41.00	$ 61.50	0.00	0.00	$ -
Backfill Excavator Operator	$21.50	$ 0.17	$ 1.64	$ 0.48	$ 0.95	$ 1.95	$ 1.68	$ 3.23	$ 2.15	$ 1.51	$ 35.26	$ 52.89	0.00	0.00	$ -
Support Excavator Operator	$20.50	$ 0.16	$ 1.57	$ 0.46	$ 0.91	$ 1.86	$ 1.60	$ 3.08	$ 2.05	$ 1.44	$ 33.62	$ 50.43	0.00	0.00	$ -
Small Support Excavator Operator	$18.25	$ 0.15	$ 1.40	$ 0.41	$ 0.81	$ 1.66	$ 1.42	$ 2.74	$ 1.83	$ 1.28	$ 29.93	$ 44.90	0.00	0.00	$ -
Loader Operator #1	$25.75	$ 0.21	$ 1.97	$ 0.58	$ 1.14	$ 2.34	$ 2.01	$ 3.86	$ 2.58	$ 1.80	$ 42.23	$ 63.35	0.00	0.00	$ -
Loader Operator #2	$21.00	$ 0.17	$ 1.61	$ 0.47	$ 0.93	$ 1.91	$ 1.64	$ 3.15	$ 2.10	$ 1.47	$ 34.44	$ 51.66	0.00	0.00	$ -
Dozer Operator #1	$19.00	$ 0.15	$ 1.45	$ 0.43	$ 0.84	$ 1.73	$ 1.48	$ 2.85	$ 1.90	$ 1.33	$ 31.16	$ 46.74	0.00	0.00	$ -
Dozer Operator #2	$17.00	$ 0.14	$ 1.30	$ 0.38	$ 0.75	$ 1.54	$ 1.33	$ 2.55	$ 1.70	$ 1.19	$ 27.88	$ 41.82	0.00	0.00	$ -
Lead Man	$20.00	$ 0.16	$ 1.53	$ 0.45	$ 0.89	$ 1.82	$ 1.56	$ 3.00	$ 2.00	$ 1.40	$ 32.80	$ 49.20	0.00	0.00	$ -
Pipelayer	$19.00	$ 0.15	$ 1.45	$ 0.43	$ 0.84	$ 1.73	$ 1.48	$ 2.85	$ 1.90	$ 1.33	$ 31.16	$ 46.74	0.00	0.00	$ -
Tailman #1	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
Tailman #2	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
Top Man	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
General Laborer	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
General Laborer	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
General Laborer	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
General Laborer	$18.00	$ 0.14	$ 1.38	$ 0.40	$ 0.80	$ 1.63	$ 1.40	$ 2.70	$ 1.80	$ 1.26	$ 29.52	$ 44.28	0.00	0.00	$ -
Project Manager	$55.00	$ 0.44	$ 4.21	$ 1.23	$ 2.44	$ 4.99	$ 4.29	$ 8.25	$ 5.50	$ 3.85	$ 90.20	$ 135.30	0.00	0.00	$ -
Field Engineer	$25.00	$ 0.20	$ 1.91	$ 0.56	$ 1.11	$ 2.27	$ 1.95	$ 3.75	$ 2.50	$ 1.75	$ 41.00	$ 61.50	0.00	0.00	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.00	0.00	$ -
															$ -

CREW MEMBERS	MONTHLY PER DIEM	WORKING DAYS PER MONTHLY	DAILY PER DIEM	DAY ON THIS WORK	EXTENDED COST
Superintendent	$ 2,250.00	22	$ 102.27	0.00	$ -
Support Superintendent	$ 1,750.00	22	$ 79.55	0.00	$ -
Assistant Superintendent	$ 1,250.00	22	$ 56.82	0.00	$ -
Lead Excavator Operator	$ 800.00	22	$ 36.36	0.00	$ -
Backfill Excavator Operator	$ 800.00	22	$ 36.36	0.00	$ -
Support Excavator Operator	$ 800.00	22	$ 36.36	0.00	$ -
Small Support Excavator Operator	$ 800.00	22	$ 36.36	0.00	$ -
Loader Operator #1	$ 800.00	22	$ 36.36	0.00	$ -
Loader Operator #2	$ 800.00	22	$ 36.36	0.00	$ -
Dozer Operator #1	$ 800.00	22	$ 36.36	0.00	$ -
Dozer Operator #2	$ 800.00	22	$ 36.36	0.00	$ -
Lead Man	$ 800.00	22	$ 36.36	0.00	$ -
Pipelayer	$ 800.00	22	$ 36.36	0.00	$ -
Tailman #1	$ 800.00	22	$ 36.36	0.00	$ -
Tailman #2	$ 800.00	22	$ 36.36	0.00	$ -
Top Man	$ 800.00	22	$ 36.36	0.00	$ -
General Laborer	$ 800.00	22	$ 36.36	0.00	$ -
General Laborer	$ 800.00	22	$ 36.36	0.00	$ -
General Laborer	$ 800.00	22	$ 36.36	0.00	$ -
General Laborer	$ 800.00	22	$ 36.36	0.00	$ -
Assistant Project Manager	$ 1,250.00	22	$ 56.82	0.00	$ -
Administrative Support	$ 800.00	22	$ 36.36	0.00	$ -
		22	$ -	0.00	$ -
		22	$ -	0.00	$ -
				TOTAL	$ -

DAILY MEALS	EXTENDED COST
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TOTAL	$ -

WEEKS	DESCR.	RATE PER WEEK	EXTENDED COST	TOTAL SUBSISTANCE
4.00	Weeks	Lodging	$ -	$ -	$ -
3.50	Weeks	Lodging	$ -	$ -	$ -
3.00	Weeks	Lodging	$ -	$ -	$ -
2.50	Weeks	Lodging	$ -	$ -	$ -
2.00	Weeks	Lodging	$ -	$ -	$ -
1.50	Weeks	Lodging	$ -	$ -	$ -
1.00	Weeks	Lodging	$ -	$ -	$ -
0.50	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
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0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
0.00	Weeks	Lodging	$ -	$ -	$ -
			TOTAL	$ -	$ -

To correctly quantify the cost of equipment on the time and materials works, you must determine the duration of the extra work (Hours, Days, Weeks or Months).
Then enter the appropriate quantity in its associated column. Enter the actual Operating Hours the equipment was utilized during the work. The sum of the time the equipment is on site plus the actual utilization time will net in the total cost per equipment. (RATES FROM RENTAL RATE BLUE BOOK FOR CONSTRUCTION EQUIPMENT)

Equipment	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Operating Cost/Hr	Hours On Site	Days On Site	Weeks On Site	Months On Site	Operating Hours	EXTENDED COST
CAT 390 Excavator	$ 395.00	$ 2,645.00	$ 10,575.00	$ 37,765.00	$ 392.04	0.00	0.00	0.00	0.00	0.00	$ -
CAT 390 Excavator	$ 395.00	$ 2,645.00	$ 10,575.00	$ 37,765.00	$ 392.04	0.00	0.00	0.00	0.00	0.00	$ -
CAT 349 Excavator	$ 215.00	$ 1,420.00	$ 5,685.00	$ 20,295.00	$ 236.20	0.00	0.00	0.00	0.00	0.00	$ -
CAT 336 Excavator	$ 165.00	$ 1,110.00	$ 4,440.00	$ 15,860.00	$ 173.57	0.00	0.00	0.00	0.00	0.00	$ -
CAT 330 Excavator	$ 135.00	$ 885.00	$ 3,540.00	$ 12,640.00	$ 139.30	0.00	0.00	0.00	0.00	0.00	$ -
CAT 315 Excavator	$ 99.00	$ 660.00	$ 2,640.00	$ 9,430.00	$ 93.21	0.00	0.00	0.00	0.00	0.00	$ -
CAT 980 Loader	$ 94.00	$ 625.00	$ 2,490.00	$ 8,895.00	$ 117.84	0.00	0.00	0.00	0.00	0.00	$ -
DEERE 744 Loader	$ 115.00	$ 750.00	$ 2,990.00	$ 10,685.00	$ 122.60	0.00	0.00	0.00	0.00	0.00	$ -
DEERE 644 Loader	$ 77.00	$ 515.00	$ 2,065.00	$ 7,365.00	$ 83.78	0.00	0.00	0.00	0.00	0.00	$ -
DEERE 624 Loader	$ 64.00	$ 425.00	$ 1,695.00	$ 6,045.00	$ 68.98	0.00	0.00	0.00	0.00	0.00	$ -
CAT D8 Dozer	$ 255.00	$ 1,705.00	$ 6,820.00	$ 24,350.00	$ 235.98	0.00	0.00	0.00	0.00	0.00	$ -
CAT D6 N Dozer	$ 135.00	$ 885.00	$ 3,530.00	$ 12,610.00	$ 125.48	0.00	0.00	0.00	0.00	0.00	$ -
CAT D6 K Dozer	$ 82.00	$ 545.00	$ 2,175.00	$ 7,760.00	$ 85.61	0.00	0.00	0.00	0.00	0.00	$ -
CAT D6 T Dozer	$ 153.00	$ 1,000.00	$ 4,005.00	$ 14,305.00	$ 143.50	0.00	0.00	0.00	0.00	0.00	$ -
DEERE 850 Dozer	$ 180.00	$ 1,210.00	$ 4,840.00	$ 17,290.00	$ 169.69	0.00	0.00	0.00	0.00	0.00	$ -
DEERE 420 Backhoe	$ 51.00	$ 340.00	$ 1,355.00	$ 4,835.00	$ 59.98	0.00	0.00	0.00	0.00	0.00	$ -
Sheepsfoot Compactor	$ 170.00	$ 1,145.00	$ 4,585.00	$ 16,375.00	$ 193.51	0.00	0.00	0.00	0.00	0.00	$ -
730 C Haul Truck	$ 130.00	$ 855.00	$ 3,420.00	$ 12,210.00	$ 124.71	0.00	0.00	0.00	0.00	0.00	$ -
745 C Haul Truck	$ 180.00	$ 1,205.00	$ 4,810.00	$ 17,180.00	$ 171.22	0.00	0.00	0.00	0.00	0.00	$ -
CAT 140 M Maintainer	$ 86.00	$ 570.00	$ 2,275.00	$ 8,115.00	$ 86.21	0.00	0.00	0.00	0.00	0.00	$ -
Water Truck 2000 Gallon	$ 20.00	$ 130.00	$ 515.00	$ 1,840.00	$ 37.32	0.00	0.00	0.00	0.00	0.00	$ -
Pick-up Truck	$ 10.00	$ 68.00	$ 270.00	$ 970.00	$ 16.75	0.00	0.00	0.00	0.00	0.00	$ -
Pick-up Truck	$ 10.00	$ 68.00	$ 270.00	$ 970.00	$ 16.75	0.00	0.00	0.00	0.00	0.00	$ -
Skidsteer	$ 35.00	$ 300.00	$ 850.00	$ 3,800.00	$ 22.94	0.00	0.00	0.00	0.00	0.00	$ -
	$ -	$ -	$ -	$ -	$ -	0.00	0.00	0.00	0.00	0.00	$ -
										TOTALS	$ -

Materials	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
					TOTALS	$ -

Subcontractor	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
					TOTALS	$ -

Summary:	TOTALS
Direct Cost of Labor 30%	$ -
Direct Cost of Per Diem 30%	$ -
Direct Cost of Equipment 20%	$ -
Direct Cost of Materials 15%	$ -
Direct Cost of Subcontractor 20%	$ -
Subtotal	$ -
Direct Cost of Bond Premium 2.5%	$ -
TOTAL COST	$ -

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GARNEY CONSTRUCTION FOR LEAK REPAIR ON THE CITY'S 48-INCH WATER TRANSMISSION MAIN, WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING, AND DECLARING AN EMERGENCY.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Garney Construction for leak repair on the City's 48-inch water transmission main per Exhibit A.

Section 2: Because an emergency exists along the City's water transmission main time is of the essence, it would be neither practical nor feasible to advertise for competitive bidding, and said requirement is herein waived.

Section 3: That whereas this Ordinance is necessary for the immediate health, safety, and welfare of the citizens of Bentonville, Arkansas, an emergency is declared to exist and this ordinance 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	**4/27/2021**
Department	**Water Utilities Department**
Submitted by	**Mike Bender, Preston Newbill**
Phone	**(479) 271-6873, (479) 271-3140**

Item Type: (*Check Applicable Item Type*)

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

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

Budget Adjustment requested by Staff for City Council approval in the amount of $175,000.00 to cover costs associated with the emergency repair contract with Garney Construction.

Estimated Cost	**$175,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Funds will come from Water Utilities Reserves

Budget Adjustment Request

Date of City Council Meeting	4/27/2021
Department	Water
Submitted by	Mike Bender, Preston Newbill
Phone	(479) 271-6873, 271-3140

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

Budget Adjustment - Staff is requesting approval of a budget adjustment in the amount of $175,000.00 to cover costs associated with an emergency repair on the City's 48-inch water transmission line. The City has signed a time and materials agreement with Garney Construction for the repair which provided an estimate of $175,000.00 for the repair. Actual costs will be determined after the repair has been completed and actual expenses have been documented. Funding will be from the Water Utility reserves.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503020	47321	Water Line Improvements		$ 175,000.00
		Totals	$ -	$ 175,000.00
		Net Impact on Fund Balance	$	(175,000.00)

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