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, May 11, 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 May 11, 2021:**
https://us02web.zoom.us/webinar/register/WN_JMtIQ_mETUCDwbFyapmHyw

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 27, 2021

AGENDA

1. Proclamation presented to recognize "Police Week" in Bentonville, Arkansas. **(Page 5)**

2. Proclamation presented to recognize "Emergency Medical Services Week" in Bentonville, Arkansas. **(Page 6)**

3. Street Overlay Presentation – Tony Davis, Street Manager. **(Page 7)**

4. Presentation to City Council of Bentonville Public Library's 2020 Annual Report. This year's report was distributed as a digital document and is accessible at https://tinyurl.com/BPL-Report-2020. **(Pages 8-28)**

5. Planning:

5a. **Medium-Density Residential to Low-Density Residential SW E, GPA21-0001.**

(Pages 31-55)

The Planning Commission voted 5-2, recommending approval.

The City of Bentonville acted on the request of the Planning Commission that the properties depicted on Attachment A, situated in Benton County, Arkansas, be changed from their present land use classification of Medium Density Residential to Low-Density Residential on the City of Bentonville Future Land Use Map.

5b. **Rezoning: Pinnacle Villas, LLC, 1004 and 1006 SE 3rd Street, From R-1, Single Family Residential to DN-3, Downtown High Density Residential, RZ21-0024.**

(Pages 56-59)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Low-Density Residential. Low-Density Residential areas typically include detached single-family residential properties with a density of 3-8 units per acre.

The current Land Use classification does not seem indicative of recent development and rezoning trends in the area, however. Brick Avenue Lofts to the north, G @ Market to the west at SE G Street and SE 3rd Street, and a rezoning to the southeast of the request to DN-3, Downtown High-Density Residential, suggest this is an area in transition to a higher density.

5c. **Rezoning: Emergent Property Management / Terra Firma Holdings, LLC, 110 SE 13th Street, From R-1, Single Family Residential to DE, Downtown Edge, RZ21-0025.**

(Pages 60-67)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan identifies this area as Low Density Residential. Low-Density Residential areas typically include detached single-family residences and local neighborhood oriented amenities such as schools, religious facilities or parks.

The Low-Density Residential land use classification is inconsistent with surrounding land uses, especially when all but three parcels on this block are classified as Mixed-Use Commercial.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Land Use Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 44).

The Bentonville Community Plan designates this as part of the 14th Street Subarea Plan. The West End 14th Street Character Area states that "This existing residential neighborhood should be protected from encroachment of non-residential uses and non-residential structures", but that "Strict zoning enforcement and home occupation standards should be developed to accommodate appropriate non-residential use while maintaining residential character and upkeep."

5d. **Property Line Adjustment: Lots 1 & 2 Bennett Addition, Jazzmen Varney, 508 & 510 SW O Street, R-1, Single-Family Residential, PLA21-0015.**

(Pages 69-71)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lot 3 of Country Estates and Lot 2 Hunt-Bennett Addition, creating new Lots 1, (+/-0.88 acres) and Lot 2, (+/-0.90 acres) of Bennett Addition. Per the requirements of the Master Street Plan, right-of-way is adequate along SW O Street. Oak Valley Lane to the north is a private drive. The plat dedicates a 10' wide utility easement adjacent to SW O Street to serve the lot with public utilities.

6. Appeal to a Planning Commission decision for a rezoning request by Casey Roberts of land located on N Walton Boulevard (Parcels 01-09434-000, 01-01586-001, and 01-01586-002). A rezoning request from C-1, Neighborhood Commercial to C-2, General Commercial. The Planning Commission voted 5-2 to recommend to the City Council that the petition be denied and that said property not be rezoned from its present classification of C-1, Neighborhood Commercial to C-2, General Commercial. **(Pages 72-86)**

7. Utility Board:

7a. Bid award for the On-Call boring and trenching services to Calcon, Inc. per the attached bid tab. Approved at Utility Board 4-0. **(Pages 87-132)**

7b. Bid award IFB-21-19 for purchase of a 2021 John Deere 624P wheel loader as specified, to Stribling Equipment of Springdale, AR for a final amount of $163,774.41. This is bid price minus trade-in for the old loader. The Bentonville Utility Board voted 4-0 to approve this item on April 27, 2021. **(Pages 133-160)**

7c. Resolution to declare WRRF John Deere 544K Wheel Loader VID/ID #1DW544KHBD637872 as surplus. Trade in value of said vehicle is $55,000.00 toward initial purchase price of $218,774.41 (tax included) for a 2021 John Deere 624K wheel loader. The Bentonville Utility Board voted to approve this item 4-0 on April 27, 2021. **(Pages 161-163)**

7d. Resolution to enter into a Professional Services Agreement with Garver, LLC for improvements at the City of Bentonville Compost Facility. Pilot testing and evaluation of In-vessel Composting equipment. The Bentonville Utility Board voted to approve this item 4-0. **(Pages 164-188)**

8. Bid award for 750 underground wire to the lowest bidder, shown on the attached bid tabulation in the amount of $108,829.89. **(Pages 189-202)**

9. Public hearing and ordinance vacating a Utility Easement requested for 705 SE Yale Street of College Place Subdivision (VAC21-0006). **(Pages 203-207)**

10. Resolution setting a public hearing for May 25, 2021 to vacate an Alley Right of Way at Lot 25 of W.A. Burk's Addition (VAC21-0008). **(Pages 208-212)**

11. Staff recommends that the Mayor and City Council approve a Reconciliation Change Order (RCO) for Town Vu Bridge Improvements project. The final contract amount is $94,604.00 less than the currently contracted amount of $811,198.00. Crossland Heavy Contractors, Inc. is also requesting an additional 18 calendar days be added to the contract time. The final contract amount after the RCO will be $716,594.00. **(Pages 213-214)**

12. This is a budget adjustment to accept and recognize five insurance settlements from Arkansas Municipal League (ARML) and apply these settlement amounts to our Vehicle Maintenance account. The settlements are related to the following motor vehicle related incidents, to include a February 25th event (amount $2,141.77, Unit 2010-114) in which an officer backed into a fixed object, a March 8th event (amount $4,411.99, Unit 2010-104) in which an officer damaged a vehicle during a response, a March 15th event (amount $2,614.76, Unit 2010-44) in which an officer was rear ended by a citizen motorist, and a March 16th event (amount $5,997.87, Unit 2010-51 and amount $11,070.60, Unit 2010-114) in which 2 vehicles were damaged during a felony arrest. These insurance settlements total $26,236.99, after any applicable deductibles, and the settlement amounts will closely cover the cost of all repairs. **(Pages 215-216)**

13a. Recommend City Council approve the addition of One (1) Building Inspector, Grade 20, and One (1) Building Permit Clerk II, Grade 17 to the City's 2021 Pay Plan. If approved, both of these positions will be filled by current staff via a promotion and a lateral transfer from existing positions. **(Pages 217-218)**

13b. Budget Adjustment to cover the cost of transferring one employee from the Fire Department to the Building Inspection Department and to cover a promotion in the Building Inspection Department. **(Pages 219-221)**

PROCLAMATION

WHEREAS: There are approximately 950,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Bentonville Police Department; and

WHEREAS: Approximately 60,000 assaults against law enforcement officers are reported each year, resulting in injuries to more than 16,000 officers; and

WHEREAS: Since the first recorded death in 1786, over 22,611 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 1 member of the Bentonville Police Department in 1997; and

WHEREAS: The names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS: The new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 295 officers killed in 2020; and

WHEREAS: The service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 33rd Annual Candlelight Vigil, held virtually on the evening of May 13, 2021; and

WHEREAS: The Virtual Candlelight Vigil is part of National Police Week, which is observed this year May 9-15; and

WHEREAS: May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW, THEREFORE, I, Stephanie Orman, Mayor of the City of Bentonville, do hereby proclaim May 9-15, 2021 as **Police Week** in Bentonville, AR, and I publicly salute the service of law enforcement officers in our community and in communities across the nation.

Given this eleventh day of May 2021, in Bentonville, in the Great State of Arkansas, in the United States of America.

[redacted]

Stephanie Orman, Mayor
City of Bentonville

PROCLAMATION

WHEREAS: Emergency Medical Services is a vital public service; and

WHEREAS: The members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS: Access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS: The emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, first responders, educators, administrators and others; and

WHEREAS: The members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills, and

WHEREAS: It is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the week of May 16-22, 2021 as "**Emergency Medical Services Week**" in the City of Bentonville, Arkansas. With the theme, "THIS IS EMS: Caring for Our Communities", I encourage the community to observe this week with appropriate programs, ceremonies and activities.

Given this 11th day of May, 2021, in Bentonville, in the great State of Arkansas, in the United States of America.

[redacted]

Stephanie Orman, Mayor
City of Bentonville

Agenda Item Form

Date of City Council Meeting	**5/11/2021**
Department	**Street Department**
Submitted by	**Tony Davis, Street Department Manager**
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):*					
Street Overlay Presentation.					

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

Agenda Item Form

Date of City Council Meeting	**5/11/2021**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**(479) 271-3194**

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

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

Presentation to City Council of Bentonville Public Library's 2020 Annual Report. This year's report was distributed as a digital document and is accessible at https://tinyurl.com/BPL-Report-2020.

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

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

Bentonville Public Library

2020 Annual Report

ACKNOWLEDGEMENTS

Library Advisory Board

Members:
Betsy Batey
Megan Bolinder
Melissa Godoy
Aaron Jones
Cynthia Cochran
Nathan Pollet
Kimberly Seay

Chair:
Hadi Dudley, Library Director

Ex-Officio:
Chuck Pribbernow, Friends of the Bentonville Library
Teresa Stafford, Bentonville Library Foundation
Octavio Sanchez, Bentonville City Council
Vira Kousol, Board Secretary

Teen Advisory Board

Karina Batra
Loren Menna
Himani Patel
Pranav Polavarapu
James Quirk
Summer Roberts
Lulu Segura
Rithvik Talluri
Ananya Vangoor
Aaren Warr

Chair:
Anna Sharon, Teen Services Librarian

Bentonville City Council

Cindy Acree
Bill Burckart
Chad Goss
Aubrey Patterson
Tim Robinson
Octavio Sanchez
Chris Sooter
Jon Terlouw

FROM THE DIRECTOR

On March 16, Bentonville Public Library temporarily closed to the public in response to the COVID-19 pandemic. During the closure, essential staff was hard at work providing virtual services to our patrons and developing a comprehensive "COVID-19 Pandemic Procedure Manual" which guided our efforts the remainder of the year.

A phased approach to reinstating in-person library services began on May 18, 2020 with Self-Service Pickup & Returns on the veranda. The facility reopened in a limited capacity on June 9, 2020. Throughout the pandemic, the library team worked together to offer new and different services for our patrons. While most library uses declined compared to previous years, material requests filled and eBook downloads were significantly higher.

In addition to grappling with the "new normal," BPL tackled a formal needs assessment study to identify growth options for an expansion. We enlisted help from MSR Design, the Bentonville Library Foundation, the Walton Family Foundation and many others, including community members. The project continued into 2021 and more information is available in this annual report and online at bplexpansion.org.

Last year was certainly interesting, and I am proud of everyone who works at Bentonville Public Library for their hard work, adaptability and willingness to serve. Thank you to all our wonderful patrons who continually express their gratitude! We appreciate your kind words, and keep your safety in mind with everything we do. The COVID-19 crisis has been a difficult time for all, and while we can't go back, we can continue to move forward together.

-Hadi S. Dudley, M.S., M.A.
Director, Bentonville Public Library

FROM THE CITY

On February 9, 2021, Mayor Stephanie Orman presented the State of the City address for 2020. In her remarks, she acknowledged City successes and recognized the contributions of many in our community.

Mayor Orman said, "despite all of the challenges our City and our Nation have faced over the past year, Bentonville is strong and poised to grow. We are a community that loves our neighbors and works hard to make sure the quality of life is high for all."

As she appreciated City staff, City Council and community leaders, she concluded with heartfelt gratitude for our citizens! "Thank you to neighbors who have checked in on each other, residents who have donated to help families in need, our teachers, our healthcare workers, all essential workers, business owners, and all who have continued to serve... Thank you for listening, learning, and leading with compassion... We, all of us together, are a City of hope, compassion, innovation, and opportunity because of all of you who make a difference in a truly wonderful City we are fortunate to call our home."

Read or view the full address online at bentonvillear.com/600/State-of-the-City.

COVID-19 RESPONSE

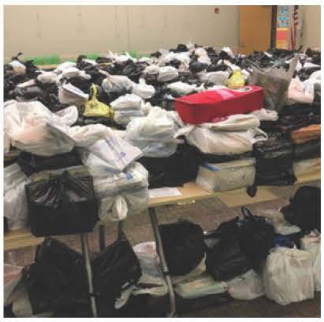
When BPL closed in mid-March in response to the COVID-19 pandemic, essential staff was hard at work providing virtual services to our patrons.

The City of Bentonville custodial team diligently cleaned and sanitized the entire building. Building repairs were also finished during that time and new protective sneeze guards were installed in customer service areas.

BPL Librarians developed a comprehensive "COVID-19 Pandemic Procedure Manual" that was endorsed by the Library Advisory Board. The manual identified a complete plan and leveled approach to reinstatement of library services. The plan addressed self-service pickup & returns, online stories, quarantine and safe handling of materials, facility set-up and certain protocols for staff and patrons. It was a solid road map that guided BPL through the end of the year.

COVID-19 RESPONSE

BPL's lovely veranda was the perfect outdoor space for pickup and returns in mid-May. Patrons were asked to bag returned materials. Upon the first few days of accepting returns, every library cart and bin was used, but could not hold all of the quarantined returns, so staff improvised. Books and other library materials were stacked end to end, top to bottom on tables and on the floor inside the Walmart Community Room!



While the schools were closed, the Library was a free lunch drive-thru location for Aramark and Bentonville Schools. When BPL opened our doors in early June, we rolled out an official Welcome Wagon. Our team was so excited to invite patrons back inside the Library! We hope our patrons realize how grateful staff are for their support, patience and cooperation.

The Library is proud of the enhanced services we offered during the pandemic: expanded eBook collection, added Access Video on Demand, purchased new Binge Box titles, debuted Xpress Bags to Go service, featured Stories Online with BPL, online library card registrations and account renewals grew, material requests increased, plus eBook circulation and Downloadable access reached new heights with 194,936 uses.

Throughout the pandemic and as conditions improved, we adapted library procedures and continue to make positive changes. BPL follows the State of Arkansas' directives and guidance, relies on the City of Bentonville for solid leadership and strong support and evaluates our protocols with other libraries on regional, state and national levels. Special thanks to our City of Bentonville teammates for helping BPL serve the community in 2020: Public Works Custodians, Public Works Maintenance, Parks and Recreation, Street Department, the City's COVID-19 Response Team and the Bentonville Fire Department.

2020 HIGHLIGHTS

BPL's Service to our Community

Teamwork, smiling eyes and adaptability allowed BPL staff to safely serve patrons virtually, expand digital collections, offer new on-site services and debut fun stories online.

eBook Downloads Soared

Bentonville Public Library circulated the most eBooks and downloadable audios ever with

108,898 checkouts!

Free Lunches during COVID-19

The Library continued its partnership with Bentonville Schools and Aramark by hosting its free drive-thru food program during the spring closure and summer months. Snack packs were provided by the Second Street Pantry Missions. Additionally, BPL Tech Cards and eBook access was streamlined for Bentonville School students.

Making Room for More

To support BPL's growth plan, the Bentonville Library Foundation conveyed certain properties to the City of Bentonville and the City purchased an adjacent parcel, securing land suitable for the Library's future expansion.

Assessing Library Growth

BPL launched a Needs Assessment Study that reveals what our community wants for our Library in the future. MSR Design's final report was published in the first quarter of 2021 and is available online at bplexpansion.org.

About the Project

In October 2021, Bentonville Public Library celebrates 15 years at 405 South Main Street. Since opening, the library has become a downtown destination for patrons of all ages and backgrounds. To fully understand how Bentonville Public Library should continue to enhance its already vital role in our city by continuing to offer more services, materials and programs our patrons expect from a first-class library, a formal Needs Assessment study became necessary.

City Council approved an agreement for professional services with MSR Design on September 8, 2020. A Needs Assessment steering committee kicked off the project on September 23, 2020.

- Considerations related to the COVID-19 pandemic were made throughout the library's project.
- Using information gathered from the public through surveys, workshops and meetings, MSR expertly developed two options for Bentonville Public Library's Needs Assessment study.
- The group relied on industry expertise, our library's data, city information, and current trends in public spaces, with special emphasis on Bentonville's unique and wonderful community.
- MSR's site plans, layout options, conceptual imagery and budgetary proposals are solid representations of what could be designed and developed in the future.
- A future architectural design phase will more specifically determine how the library facility and grounds will be constructed.

BPL's Needs Assessment study was fully supported by a grant from the Walton Family Foundation, in partnership with the Bentonville Library Foundation.

The Process & Results

The 6-month project was mission-focused and community-driven and featured four public engagement techniques:

1. Online surveys collected 872 responses
2. Meetings with community groups were attended by 128 participants
3. Public workshops engaged 111 participants
4. A Public art activity provided 80 kits to patrons.

Community feedback, library data and industry standards prompted MSR Design to develop two options for BPL's future expansion:

- Bond Option - 6,400 SF addition dedicated to expanding the children's department.
- Full Option - 26,555 SF addition addressing all needs identified in the engagement process. Single-phased approach for optimized efficiency and economy. Best suited for all-encompassing 20 year look ahead at the library and community's needs.

MSR's full Needs Assessment report is available online at bplexpansion.org.

This Is Your Public Library!

Bentonville Public Library's community art project was a creative engagement tool to gather feedback for the library's Needs Assessment study in November 2020.

Eighty art kits containing archival paper and a calligraphy marker set were distributed with a prompt asking patrons to share their vision and what they imagine for our public library. Artwork was submitted by kids, teens and adults of all artistic abilities. The fun and colorful pieces were cut into strips and woven together in the shape of Bentonville by artist Ziba Rajabi. Ziba essentially reimagined multiple distinctly different pieces into one collective piece that represents our community, our library and Bentonville's creative and collaborative spirit.

Submitted pieces are featured in three different works at BPL:

- An Artist Book available for checkout by library patrons
- An Art Collage featured as an outdoor display
- A Community Artwork is on permanent display in the fireplace room

2020 BUDGET

Library Expenditures

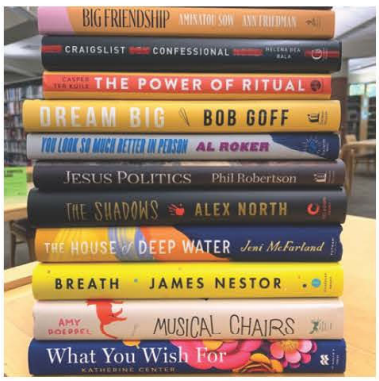
Personnel Salaries	$	895,597
Personnel Benefits	$	272,650
Library Materials & Digital Resources	$	261,266
General Operating & Maintenance	$	348,441
Capital Expenditures	$	866,227
	$	2,644,181

Library Revenue

Cost-Recovery Fees & Overdue Fines	$	28,584
Rental Income & Misc Income	$	5,317
Grant Funds & Donations	$	135,043
	$	168,944

Contributions

Materials & In-Kind	$	42,256
Sponsorships & Donations	$	123,854
Volunteerism	$	142,793
	$	308,903



BPL statistics are significantly lower due to COVID-19 conditions that impacted public library services

Budget & expenditures are unaudited; some contributions are estimated

Circulation includes eBooks & Downloadables

New Library Cards do not include BPL Tech Cards issued to local students

Collection Size and Value does not include digital materials such as eBooks or other online resources

Stats-at-a-Glance

Circulation	551,135
Library Visits	139,034
Program Attendance	15,136
Computer Usage	6,669
Material Requests Filled	56,418
New Library Cards	3,331
Summer Reading Hours	4,226
eBooks & Downloadables	194,936
Database Use	227,108
Website Hits	473,316
Staff Full-Time Equivalent	22.60
Meeting Room Groups	265
Meeting Room Attendees	3,537
Collection Size	154,953
Collection Value	$3,398,394

LIBRARY VOLUNTEERS

Adult Volunteers

Allison Thomas
Annette Savage
Barbara Kulwicki
Ben Kuykendall
Carilee O'Banion
Cassie Hannah
Chuck Pribbernow
Dalas Warr
Dan O'Banion
Dana Apple
Deepa Kasthuri
Diana Guerin
Dominique Dandridge-Chapman
Elizabeth Hundley
Elizabeth Shifflett
Hasky McCool
Holly Wertens
Jeremiah Shifflett
Jody Agnacian
Judy Marquess
Katie Morgan
Laura Tubb
Leanne Rawlings
Margaret Curry
Nilamben Patel
Nithya Sundar
Pam Willis
Pavithra Gopalakrishnan
Peggy Snyder
Sirisha Badhika
Supriya Gandhe
Susan Erickson
Theiva Selvarajan
Tobie Taylor Jones

Junior Partners

Adelaide Tine
Anjali Patel
Ann Sali Tine
Nilam Patel
Riddhi Patel

Genealogy Volunteers

Barry Andrews
Bill Degge
Bob Cooper
Carol Miles
Charlene Sundhoff
Dorothy Miller
June Melton

Program Volunteers

Bentonville West Debate
Courtney Hays
Hannah Vass
Jonathan Holmes-Smith
Julie Jarrett & Haylee the Dog
Kathleen Holmes-Smith
Larry Gramling & Obi the Great Pyrenees
Lil' Miss Coder
Mike Vass
Nelia Sandoval
Northwest Arkansas Area Alumnae Chapter of Delta Sigma Theta Sorority, Inc.
Robert Brown
Tobie Taylor

LIBRARY VOLUNTEERS

Teen Volunteers

Aaren Warr
Aaron Shoemaker, Jr.
Abigail Garrett
Adam Baranyk
Adelaide Berry
Aiden Coursey
Aiswarya Saravanan
Akshaj Tadiparthi
Alexis Doellinger
Alyssa Chanthabouala
Amber Coutray
Amelia Abellan
Amulya Manchikanti
Ananya Vangoor
Anish Guntreddi
Anish Leekkala
Anna Landreth
Anna Liu
Arthi Krishna
Artur Kucharewicz
Ashley Schroeder
Avery Radde
Brianna Estus
Cameron Estus
Chandra Suda
Ciarrah Rousey-Rangel
Daniel Sheldon
Dharshini Vivekanandan
Diya Nambiar
Eekshita Tanmayee Sri Allipilli
Eleanor Everhart
Elizabeth Clarke
Ellen Woodhouse
Emily Niggemann
Haadiya Muhammad
Haley Corwin
Hannah Vass
Harini Senthilkumar
Harmonie Yang
Harsha Nannapaneni
Harshini Mahesh
Haylen Phung
Heaven Holland
Himani Patel
Immaculin Joe
Isabella Elkins
Isha Thirupathy
Ivan Wong
Jackson Warner
James Quirk
Jessica Kannangara
Jonathan Hawks
Josie Huddleston
Karina Batra
Kassidy Bauer
Katherine Peretz
Kaushal Dhumal
Keeley Miller
Kelly Hester
Kendall Fisher
Kendrick Estus
Kenzie Kloss
Khadeeja Asif
Khushi Mehta
Laasya Ravipati
Laila Gunn
Leah Keogh
Lillie Miller
Logan Waddle
Loren Menna
Lucia Hollmann
Lulú Segura
Mackenzie Allen
Madhav Nair
Marcus Faulkner
Megan Coupaud
Mekhi Scullawl
Michelle Hester
Murari Kothagundla
Nandita Ajit
Pranav Polavarapu
Pranav Natarajan
Pranav Thirupathy
Praneel Vakkalagadda
Priya Thelapurath
Reagan Clark
Rikhil Tadiparthi
Rishab Gaddam
Rithvik Talluri
Rohit Kasthuri
Rohith Ratheesh
Saivarunteja Elagandula
Samaira Mohammed
Sandeep Chitturi
Santosh Vangoor
Sanviti Kumar
Sasha Esparza
Skyla Yang
Soumya Chauhan
Sravya Ravipati
Summer Roberts
Tabitha Addison
Tanvi Naik
Yash Dixit
Zebulon Everhart

LIBRARY SUPPORTERS

Library Partners & Supporters

211 Café
Aramark
Arkansas State Library
Bentonville Library Foundation
Bentonville Schools
Cooks Culinary Academy
Crystal Bridges Museum of American Art
Diamond Comics
Friends of the Bentonville Library
Library Advisory Board
Northwest Arkansas Genealogical Society
Peel Compton Foundation
Peel Mansion & Heritage Gardens
ReaderLink
Reef Ready
Second Street Pantry Missions
Teen Advisory Board
Walton Arts Center
Walton Family Foundation

In Memory

BPL honors library friends we lost in 2020

Marilyn Bogle
Fred Bryant
Patrick Carroll
Lynn Eldred
Hudson Russell Fryar
Shirley Grimes
Nathan Hawke
Jake Ryan Nelson
Gene Lewis
Rhona Moll
Gail Trolinger
Kathy Zwiefelhofer

Needs Assessment Community Groups

Arkansas 211
Bentonville Mayor's Community Council
Bentonville Mayor's Youth Council
Bentonville Public Schools
Burrell Behavioral Health-Arkansas
Canopy Northwest Arkansas
CACHE
City of Bentonville Project Steering Committee
Crystal Bridges Museum of American Art
Greater Bentonville Area Chamber of Commerce
HARK NWA
Havenwood
Homeschool Community
Legal Aid NWA
Literacy Council of Benton County
Museum of Native American History
Northwest Arkansas Children's Shelter
NWACC - Adult Education
Northwest Arkansas Women's Shelter
Oxford House
Ozark Regional Transit
PEARL
Salvation Army
Scott Family Amazeum
Second Street Pantry Missions
Souls Harbor
Teen Action Support Center (TASC)
Thaden School
Trike Theatre
United Way
VA Homeless Center
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Patrick Carroll Memorial Staff Patio

In June 2020, our community lost a beloved supporter of the Bentonville Public Library and Library Foundation - Patrick Carroll.

Pat was a firm believer in giving back to the community where you live. He managed the construction of many local projects, including the BPL. He volunteered to the BLF over a number of years in various ways including serving as President in 2018-2019. In honor of his life and service, the BPL has named the staff patio, the Patrick Carroll Memorial Staff Patio.

McGaugh Family Literacy Area

In September 2020, the BLF announced a $250,000 gift from the McGaugh Family to formally name the current space in the library's large atrium sunroom located in the northeast part of the building. This high-profile, bright space has officially been named the McGaugh Family Literacy Area. The area is designed as a place where people can connect for studying and tutoring, as well as a place for community book club meetings. The special collections featured in the area, such as book club kits and tabletop games, promote gathering and collaboration. Literacy is also a focus with graphic novels, which are illustrated books often used by reluctant readers because they engage learners through visual art. Max McGaugh was a proud fourth generation NW Arkansan and Bentonville native. He passed away in July of 2019. He was married to his high school sweetheart, Charlene, and they have two children, Tami and Jamey.

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The Bentonville Public Library's mission is to engage our community, encourage discovery and promote literacy by offering lifelong learning opportunities!

a. Medium-Density Residential to Low-Density Residential SW E, GPA21-0001.

The Planning Commission voted 5-2, recommending approval.

The City of Bentonville acted on the request of the Planning Commission that the properties depicted on Attachment A, situated in Benton County, Arkansas, be changed from their present land use classification of Medium Density Residential to Low-Density Residential on the City of Bentonville Future Land Use Map.

b. Rezoning: Pinnacle Villas, LLC, 1004 and 1006 SE 3rd Street, From R-1, Single Family Residential to DN-3, Downtown High Density Residential, RZ21-0024.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Low-Density Residential. Low-Density Residential areas typically include detached single-family residential properties with a density of 3-8 units per acre.

The current Land Use classification does not seem indicative of recent development and rezoning trends in the area, however. Brick Avenue Lofts to the north, G @ Market to the west at SE G Street and SE 3rd Street, and a rezoning to the southeast of the request to DN-3, Downtown High-Density Residential, suggest this is an area in transition to a higher density.

c. Rezoning: Emergent Property Management / Terra Firma Holdings, LLC, 110 SE 13th Street, From R-1, Single Family Residential to DE, Downtown Edge, RZ21-0025.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan identifies this area as Low Density Residential. Low-Density Residential areas typically include detached single-family residences and local neighborhood oriented amenities such as schools, religious facilities or parks. The Low-Density Residential land use classification is inconsistent with surrounding land uses, especially when all but three parcels on this block are classified as Mixed-Use Commercial.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Land Use Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 44).

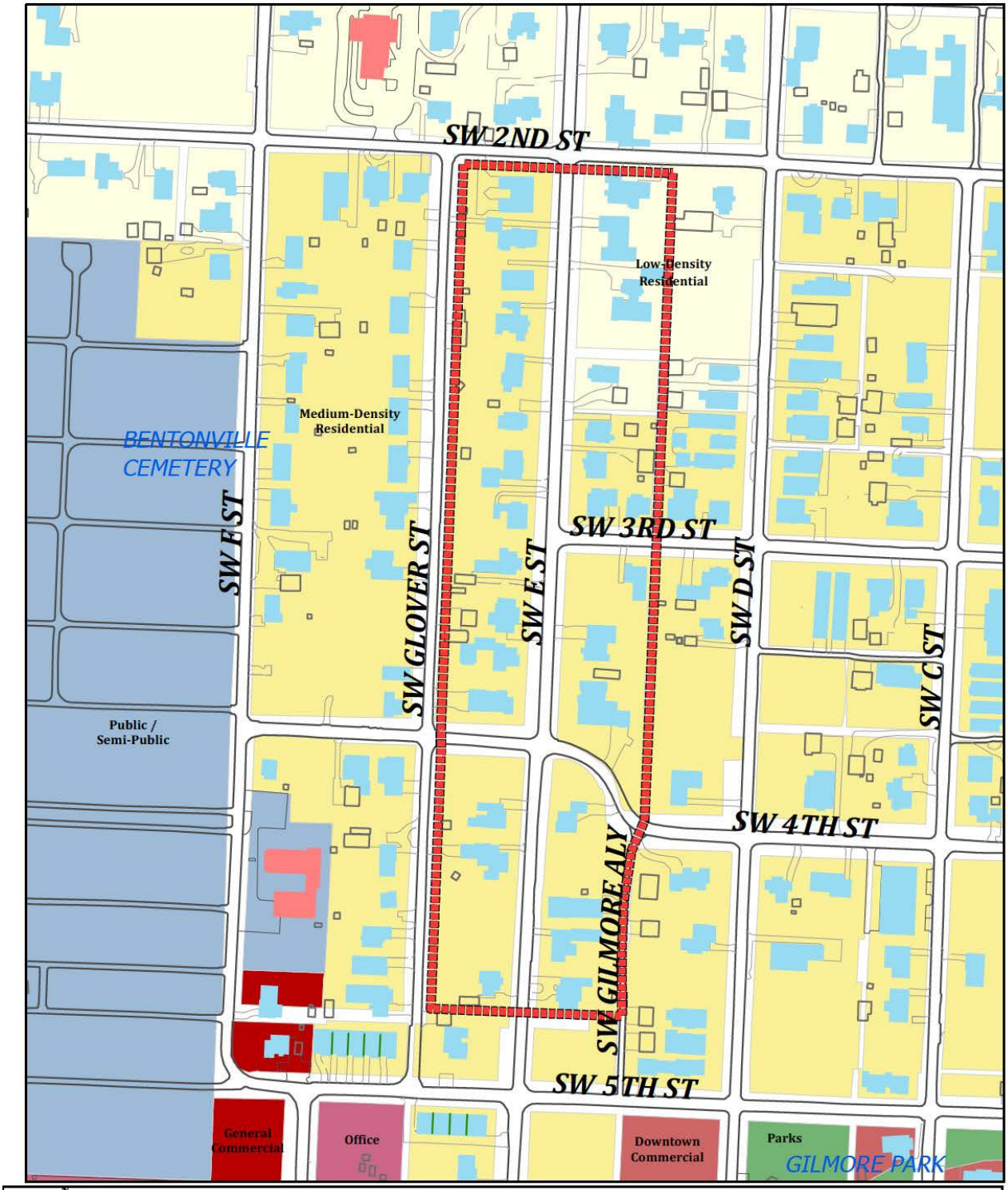
The Bentonville Community Plan designates this as part of the 14th Street Subarea Plan. The West End 14th Street Character Area states that "This existing residential

neighborhood should be protected from encroachment of non-residential uses and non-residential structures", but that "Strict zoning enforcement and home occupation standards should be developed to accommodate appropriate non-residential use while maintaining residential character and upkeep."

d. Property Line Adjustment: Lots 1 & 2 Bennett Addition, Jazzmen Varney, 508 & 510 SW O Street, R-1, Single-Family Residential, PLA21-0015.

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lot 3 of Country Estates and Lot 2 Hunt-Bennett Addition, creating new Lots 1, (+/-0.88 acres) and Lot 2, (+/-0.90 acres) of Bennett Addition. Per the requirements of the Master Street Plan, right-of-way is adequate along SW O Street. Oak Valley Lane to the north is a private drive. The plat dedicates a 10' wide utility easement adjacent to SW O Street to serve the lot with public utilities.



1 inch = 210 feet

Attachment 'A'

SW E / SW D Study Area

PC Date: 5/4/2021

Reviewer:

Project Number	GPA21-0001
Applicant/ Current Owner	Planning Commission Request
Site Area	SW E St and SE D St, between SW 2nd St and SW 5th St
Current Zoning	R-1, Single Family Residential; RC-2, Central Residential – Moderate Density; and DN-2, Downtown Medium Density Residential
Current Future Land Use Map Designation	Medium Density Residential (MDR)
Requested Future Land Use Map Designation	Low Density Residential (LDR)

https://arcg.is/08HvK8

Request

On January 5, 2021, Planning Commission requested a land use classification change from Medium-Density Residential to Low-Density Residential for the following area:

1.) SW E Street, Central to SW 5th, both sides of the street, from 108 SW E to 524 SW E on the east side of the street and 103 SW E to 604 SW5th on the west side of the street; and,
2.) SW D Street, from SW 2nd to SW 5th Street, both sides of the street, 201 SW D to 403 SW D and 202 SW D and 448 SW D.

Study Area Description

Staff used this request to establish a study area identified as parcels adjacent to SW E and SW D Streets, from SW 2nd to SW 5th Streets. The area is approximately 27 acres (82 parcels.)

On the Future Land Use Map, most of the area is classified as Medium-Density Residential with approximately 3.5 acres classified as Low-Density Residential. The areas to the east, south, and west of the study area are classified as Medium-Density Residential and the area to the north is classified as Low-Density Residential.

Regarding zoning, the study area consists of primarily R-1, Low Density Residential zoning with several medium density districts: RC-2, Central Residential-Moderate Density (19 parcels) and DN-2, Downtown Medium Density Residential (3 parcels). Property to the south is zoned DN-2, Downtown Medium Density Residential and DE, Downtown Edge. The areas to the west, north, and east are predominantly R-1 with a few DN-2 parcels. Zoning district information sheets are attached.

Background

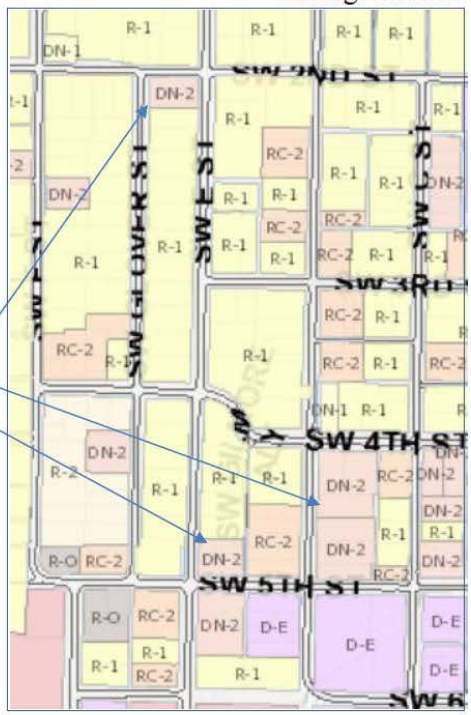
Downtown Zoning Study. In 2015, the city hired Houseal Lavigne Associates to conduct a Downtown Residential Zoning Study. The purpose was to develop specific downtown residential zoning categories in response to increasing development and redevelopment in the downtown area and to accommodate the need for moderate to higher residential densities. Higher densities are necessary to support an economically vibrant commercial downtown. This is listed as a top priority in the Downtown Master Plan adopted in 2004 (Downtown Master Plan, pg. 58). Providing a mixture and variety of housing types was identified as a land use policy in the 2007 General Plan Update (General Plan, 2007, Policy LU-15, pg. 10; Policy LU-23, pg. 11). And, higher densities are necessary to provide housing for the growing population, projected to be 72,463 by 2035 (Community Plan, 2015, pg. 12).

The analysis included rezoning activity, lot widths, access to existing alleys, block vacancy, and deterioration to identify areas that could accommodate higher densities.

The study resulted in a proposed amendment to the existing Future Land Use Map that classified this study area as Medium-Density Residential. The process included an open house on August 31, 2016, a public hearing and approval by Planning Commission on Oct. 4, 2016 and City Council adoption on October 11, 2016 (Res. No. 10-11-16B).

This amendment carried through to the current Future Land Use Map. That adoption process included an open house on August 7, 2018, two public hearings (Oct. 2, 2018, and Oct. 16, 2018). Planning Commission approved the Community Plan and Future Land Use Map on Oct. 16, 2018 and City Council adopted them on Oct. 23, 2018 (Res. No. 10-23-18A).

Zoning Districts



Recent Zoning Activity. Since the Land Use Plan was adopted in 2018, there have been several rezoning requests within this study area:

- 202 and 204 SW E: R-1 to DN-2 (8/18/20)
- 405-407-409 SW D: R-1 to DN-2 (11/03/20)
- 524 SW 5th; 447 SW E: R-1 to DN-2 (8/20/19)

Relationship to the Community Plan

The study area is classified as Medium-Density Residential on the Future Land Use Map. This category is described in the Community Plan as "areas that include townhouse or duplex residential properties with a residential density of 8-12 units per acre."

The proposed classification is Low-Density Residential. This category is described in the Community Plan as "areas that include detached single-family residential properties with a typical density of 3-8 units per acre." The full descriptions are attached.

Land Use Descriptions

Low Density Residential

Future Land Use Plan Category Description

Res. No. 10-23-18A

Description

Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Medium Density Residential

Future Land Use Plan Category Description

Res. No. 10-23-18A

Description

Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

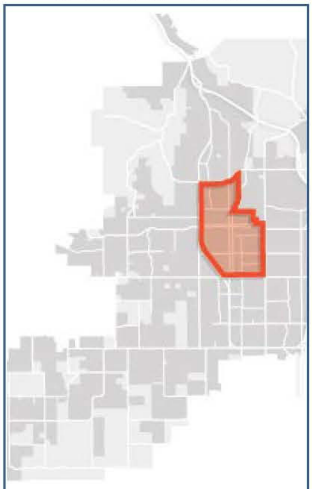
The study area is addressed in three chapters of the Community Plan: (1) Chapter 4: Land Use and Strategic Growth, (2) Chapter 5: Neighborhoods and Housing, and (3) Chapter 10: Subarea Plans.

In Chapter 4, the study area is located in Priority Area #1: Downtown Intensification (pg. 46-47). This is an area of infill redevelopment with future land use classifications established to accommodate anticipated growth over the next 20 years by increasing the population and housing in this area.

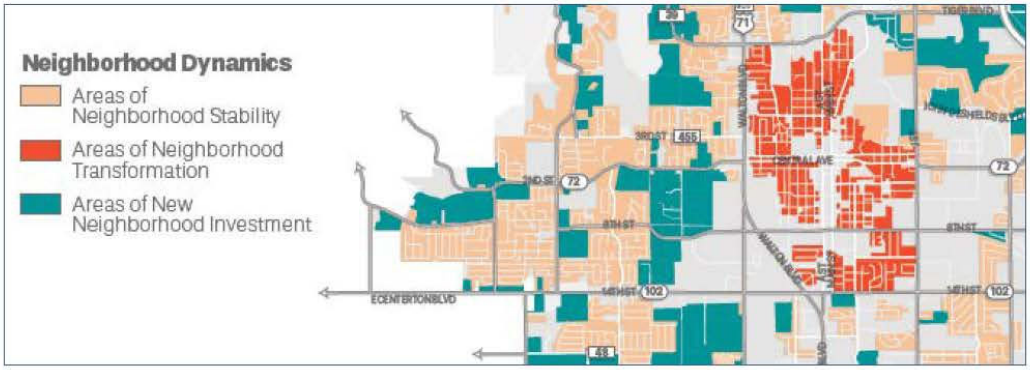
In Chapter 5, a significant portion of the study area is identified as an area of Neighborhood Transformation (pg. 54). These are described as existing neighborhoods experiencing redevelopment due to several factors, including the age and condition of housing, proximity to other amenities, or the costs of land. The goals of this area are to support housing variety, increase residential density, and utilize alleys and utility corridors.

In Chapter 10, the study area is part of the Downtown Neighborhood Subarea Plan (pg. 135-142). This study area includes both lower and higher density recommendations. A portion from SW E Street to the west is shown as a Residential Preservation Area where redevelopment and subdivision into higher residential densities is not anticipated. The area from SW E Street to the east is designated as an Area of Potential Change described as a transitional residential area accommodating a higher density and mix of residential uses due to its proximity to new institutional and cultural development.

From Ch. 4 Land Use



From Ch. 5 Neighborhoods

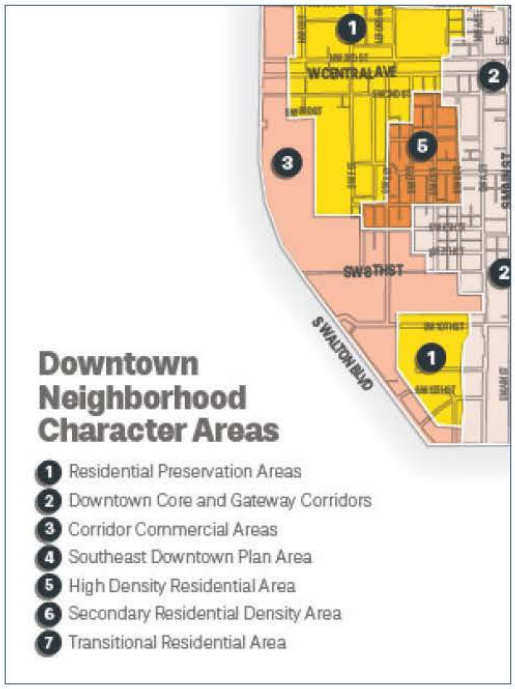


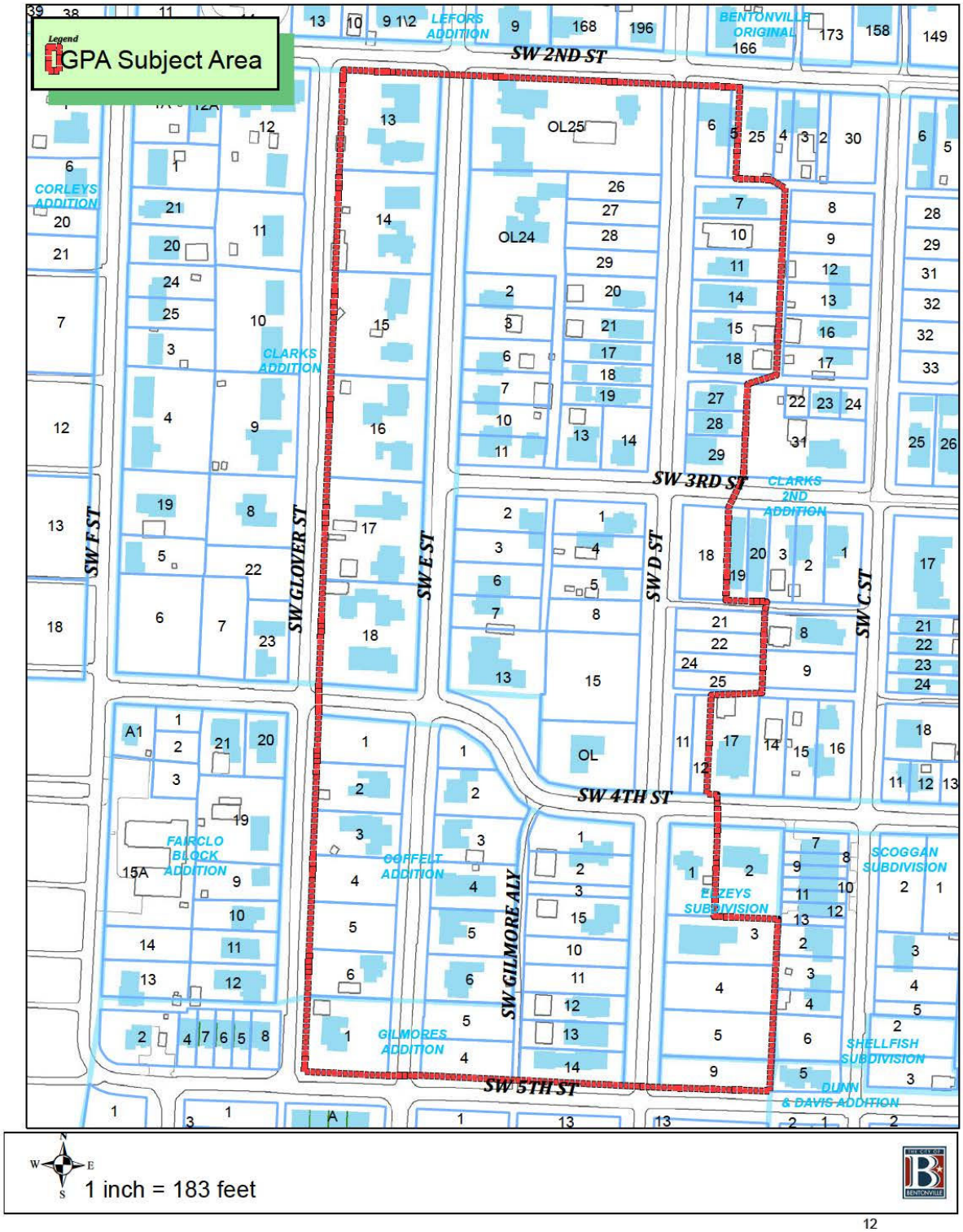
Projected Traffic Impact
Amending the land use in this area from Medium-Density Residential to Low-Density Residential should not impact traffic in the area.

Analysis
Portions of the study area have remained single family residential. And, the area west of SW E Street is identified as an area of stability. Should Planning Commission pursue a reclassification of this area to low-density residential, the west side of SW E Street is supported by the policies of the Community Plan.

Recent rezonings to DN-2 on either end of the study area and the numerous RC-2 zonings on SW D Street suggest support for Medium-Density Residential development in this area.

From Ch. 10 Subarea Plans




Legend
GPA Subject Area
SW 2ND ST
SW 3RD ST
SW 4TH ST
SW 5TH ST
SW F ST
SW GLOVER ST
SW E ST
SW D ST
SW C ST
SW GILMORE ALY
CORLEYS ADDITION
CLARKS ADDITION
LEFORS ADDITION
BENTONVILLE ORIGINAL
CLARKS 2ND ADDITION
FAIRCLO BLOCK ADDITION
COFFELT ADDITION
GILMORES ADDITION
BEEZEYS SUBDIVISION
SCOGGAN SUBDIVISION
SHELLFISH SUBDIVISION
DUNN & DAVIS ADDITION
1 inch = 183 feet

NOTICE OF GENERAL PLAN AMENDMENT

Members of the Planning Commission have requested to amend the Future Land Use Map from Medium Density Residential to Low Density Residential. The legal description of the property is as follows:

See Attached Legal Description and Vicinity Map

The common description of the property is:

The area consists of parcels adjacent to SW E Street and SW D Street, between SW 2nd Street and SW 5th Street

The public hearing will be held February 16, 2021 at 4:00 p.m. It will be held at the Bentonville Community Center, 1101 SW Citizens Circle.

If you wish to express any comments about the requested General Plan Amendment, you may respond by the following methods:

1. Attend the public hearing and express your views. You can attend in person or virtually. *(If you would like to virtually participate in the public hearing, please email planning@bentonvillear.com no later than 2pm on February 16, 2021 to register.)*
2. Express your opinion in writing to the Planning Commission. You may mail or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)
4. Email your comments to planning@bentonvillear.com.

For more information, you may call the Planning Department at 479-271-3122 or email planning@bentonvillear.com.

I/We have received notice of the General Plan Amendment for the above described property and:

□ I/We have no objections to the General Plan Amendment.

□ I/We object to the General Plan Amendment because:

_____

_____

_____

_____ _____

Signature & Physical Address Signature & Physical Address

13

Proposed GPA

Beginning at the SW Corner of Lot 1 Block 3 Gilmores Addition as shown on Plat Record Book 'A' Page 37, and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas. The beginning point is also the NE Corner of SW Glover Street and SW 5th Street Right-of-Way.

Thence along the East Right-of-Way of SW Glover Street North approximately 1600' more or less to the NW Corner of Lot 13 Clarks Addition as shown on Plat Record Book 'L' Page 166, and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas, said point which is also the SW Corner of SW 2nd Street and SW Glover Street Right-of-Way;

Thence East along the South Right-of-Way of SW 2nd Street approximately 640' more or less to the NE Corner of Lot 5 Block 3 Clarks 2nd Addition as shown on Plat Record 'Q' Page 502 and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas;

Thence East along the South Lot line of Lot 25 Block 3 to the Southeast Corner of Lot 25 Block 3 Clark's 2nd Addition as shown on Plat Record Book 2006 Page 1523 and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas;

Thence Southeast to the Northeast Corner of Lot 7 Block 3 Clarks 2nd Addition as shown on Plat Record 'Q' Page 502 and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas;

Thence South approximately 300' more or less to the Southeast Corner of Lot 18 Block 3 Clark's 2nd Addition as shown on Plat Record 'Q' Page 502 and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas;

Thence Southwest to the Northeast Corner of Lot 27 Block 3 Clark's 2nd Addition as shown on Plat Record Book 2014 Page 14 and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas;

Thence South to the Southeast Corner of Lot 29 Block 3 Clark's 2nd Addition as shown on Plat Record Book 2014 Page 14 and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas;

Thence Southwest to the Northeast Corner of Lot 18 Block 6 Clark's 2nd Addition as shown on Plat Record Book 2014 Page 623 and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas;

Thence South to the Southeast Corner of Lot 18 Block 6 Clark's 2nd Addition as shown on Plat Record Book 2014 Page 623 and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas;

Thence East to the Southeast Corner of Lot 20 Block 6 Clark's 2nd Addition as shown on Plat Record Book 2014 Page 623 and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas;

Thence South to the Southeast Corner of Lot 25 Block 6 Clark's 2nd Addition as shown on Plat Record L201802628 and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas;

Thence Southwest to the Northeast Corner of Lot 12 Block 6 Clark's 2nd Addition as shown on Plat Record Book 'Q' Page 502 and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas;

Thence Southwest to the Southeast Corner of Lot 12 Block 6 Clark's 2nd Addition as shown on Plat Record Book 'Q' Page 502 and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas;

Thence South to the Northeast Corner Lot 1 Elzey's Subdivision as shown on Plat Record Book 'C' Page 98 and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas;

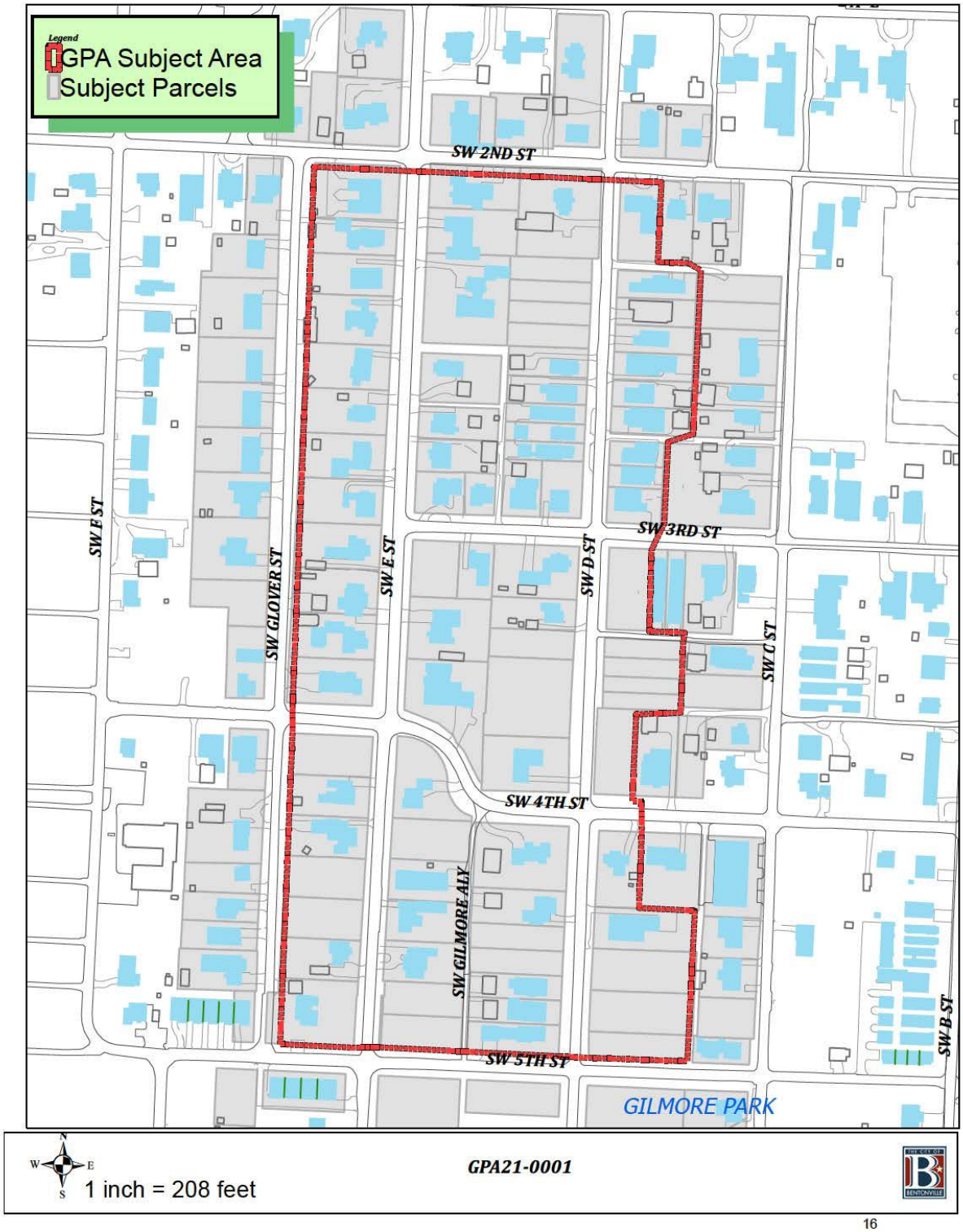
Thence South to the Southeast Corner Lot 1 Elzey's Subdivision as shown on Plat Record Book 'C' Page 98 and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas;

Thence East to the Northeast Corner of Lot 3 Elzey's Subdivision as shown on Plat Record Book 'C' Page 98 and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas;

Thence South to the Southeast Corner of Lot 9 Block 1 Gilmores Addition as shown on Plat Record Book 'A' Page 37 and filed for record with the Benton County Clerk's Office, Bentonville, Arkansas, which is also the North Right-of-Way of SW 5th Street.

Thence West along the said North Right-of-Way of SW 5th Street to the Point of Beginning.

15


Legend
GPA Subject Area
Subject Parcels
SW 2ND ST
SW 3RD ST
SW 4TH ST
SW 5TH ST
SW E ST
SW GLOVER ST
SW D ST
SW C ST
SW GILMORE ALY
SW B ST
GILMORE PARK
N
W
E
S
1 inch = 208 feet
GPA21-0001

16

PLANNING 101

Future Land Use and Zoning Code

FUTURE LAND USE

Description

The Future Land Use Plan and Map is a planning tool required by state statutes to enact zoning. It is adopted by resolution as part of the city's Community Plan. It does not carry the weight of law, but is to be used as a guide when making land use decisions. The Future Land Use Plan and Map is general in nature and describes preferred land use categories and locations.

Land Use Plan Map

Land Use Plan Classifications

Agriculture

Residential Classifications
Residential Estate
Low-Density Residential
Medium-Density Residential
High-Density Residential

Public Use Classifications
Public/Semi-Public
Parks
Open Space
Utility/Transportation

Commercial Classifications
Mixed-Use Commercial
General Commercial
Office
Downtown Commercial

Industrial Classifications
Light Industrial
Heavy Industrial

ZONING CODE

Description

Zoning is the regulatory tool to implement the plan. It is adopted by ordinance and is an enforceable law. Zoning establishes districts with specific regulations for land uses, lot sizes, setbacks and heights.

Zoning District Map

Zoning Districts

A1, Agricultural

Residential Districts
RE Residential Estate
R1 Single Family Residential
R2 Duplex and Patio Home Res.
R3 Medium Density Res.
R4 High Density Res.
RMH Manufactured Home Res.
RZ Zero Lot Line Residential
RO Residential Office
PRD Planned Res. Development

Commercial Districts
C1 Neighborhood Com.
C2 General Commercial
C3 Mixed-use Com.
PUD Planned Unit Dev.

Downtown Residential Districts
RC2 Central Res. Mod. Density
RC3 Central Res. High Density
DN1 Downtown Low Density Res.
DN2 Downtown Med. Density Res.
DN3 High Density Res.
DN4 Downtown Mixed Use Res.

Downtown Commercial Districts
DC Downtown Core
DE Downtown Edge

Overlay Districts
Municipal Airport Overlay District
XNA Airport Overlay District

Industrial Districts
I1 Light Industrial
I2 Heavy Industrial

1

17

PLANNING 101

Future Land Use and Zoning Code

FUTURE LAND USE

Example of Land Use Category Descriptions

Low Density Residential

Low density residential areas include detached single-family residential properties with a typical density of 3 to 8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Future Land Resources

- Bentonville Community Plan
- Future Land Use Map Categories

ZONING CODE

Example of Zoning District Regulations

R 1, Single family Residential

Lot and Area Standards:

District	Type	Lot Area	Lot Width	Coverage
R-1	All	6,000 sq. ft.	60'	40%

Min. Setback Standards:

District	Type	Front	Side	Rear
R-1	All	20'	7'	25'

Max. Height Allowed: 36'

Zoning Resources

- Article 401 Zoning Regulations
- Zoning Resources webpage

Primary Differences

FUTURE LAND USE	ZONING CODE
Adopted by resolution.	Adopted by ordinance.
Serves as a guide for land use decision making.	Is the law regarding land use.
Is a planning tool.	Is a regulatory tool.
Establishes land use categories.	Establishes zoning districts.
Does not regulate.	Regulates land use, lot size, setbacks, height, lot coverage, and parking by zoning district.
Land use classification can be amended with a resolution.	Zoning district can only be changed with a rezoning ordinance.
Includes a Future Land Use Map and policy text in the Community Plan.	Includes an official zoning map and the regulatory text in the Zoning Code.
Land use categories shown on the map are desired or preferred land uses.	Zoning districts shown on the map are the land uses allowed by law.
Does not require compliance. Used in the decision making process for rezonings.	Rezoning, conditional use permit, and variance are tools used to achieve compliance with the Zoning Code.

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Low Density Residential

Future Land Use Plan Category Description

Res. No. 10-23-18A

Description

Low-density residential areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

Medium Density Residential

Future Land Use Plan Category Description

Res. No. 10-23-18A

Description

Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

From: Luke wetzel
To: Planning
Subject: Down-zoning Downtown
Date: Wednesday, February 17, 2021 9:31:53 AM

Good morning! I hope everyone is safe and well during this wintry week!

I am reaching out in concern of down-zoning SW D and SW E to R1, which to my understanding, has been zoned for medium density since 2018.

Downtowns are the heart of any city and Bentonville is no exception. The city invested in a master plan to guide future land use and it's working! As a business owner of a downtown location, I am realizing Bentonville's potential to be a vibrant, bustling downtown that still maintains its small town vibe.
Continuing to support higher density in Bentonville will foster economic growth, housing affordability, and encourage ethnic and social diversity.

Furthermore, downtown is the best place for density, as transportation, utility infrastructure, and access to employment/services/retail can all be more efficiently planned and funded, while avoiding sprawl which increases traffic and has adverse effects on public health and the environment.

With escalating property value comes escalated rents. Small businesses rely on foot traffic and we need as many potential customers as possible to make our required per square foot revenue.

Small retail and local restaurants are crippled from COVID and now is not the time to limit our potential for profit. Keep up the good leadership and help us all keep serving this community!

Stay well,

Luke Wetzel

NOTICE OF GENERAL PLAN AMENDMENT

Members of the Planning Commission have requested to amend the Future Land Use Map from Medium Density Residential to Low Density Residential. The legal description of the property is as follows:

See Attached Legal Description and Vicinity Map

The common description of the property is:

The area consists of parcels adjacent to SW E Street and SW D Street, between SW 2nd Street and SW 5th Street

The public hearing will be held February 16, 2021 at 4:00 p.m. It will be held at the Bentonville Community Center, 1101 SW Citizens Circle.

If you wish to express any comments about the requested General Plan Amendment, you may respond by the following methods:

1. Attend the public hearing and express your views. You can attend in person or virtually. *(If you would like to virtually participate in the public hearing, please email planning@bentonvillear.com no later than 2pm on February 16, 2021 to register.)*
2. Express your opinion in writing to the Planning Commission. You may mail or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)
4. Email your comments to planning@bentonvillear.com.

For more information, you may call the Planning Department at 479-271-3122 or email planning@bentonvillear.com.

I/We have received notice of the General Plan Amendment for the above described property and:

☒ I/We have no objections to the General Plan Amendment.

☐ I/We object to the General Plan Amendment because:

BEYOND RETAINING SINGLE FAMILY DESIGNATION, WE WOULD APPRECIATE ANY EFFORT TO RETAIN CURRENT DENSITY, MIX OF LOT SIZES, MIX OF STYLES, PREVENTION OF MASSIVE STRUCTURES OVER SHADOWING NEIGHBORS.

[redacted]

Signature & Physical Address

21

I/We have received notice of the General Plan Amendment for the above described property and:

☑ I/We have no objections to the General Plan Amendment.

☐ I/We object to the General Plan Amendment because:

_____

_____

[redacted]

I/We have received notice of the General Plan Amendment for the above described property and:

☑ I/We have no objections to the General Plan Amendment.

☐ I/We object to the General Plan Amendment because:

22

I/We have received notice of the General Plan Amendment for the above described property and:

☒ I/We have no objections to the General Plan Amendment.

☐ I/We object to the General Plan Amendment because:

_____

_____

[redacted]

23

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□ I/We object to the General Plan Amendment because:

[redacted]

24

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□ I/We object to the General Plan Amendment because:

[redacted]

25

NOTICE OF GENERAL PLAN AMENDMENT

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☑ I/We have no objections to the General Plan Amendment.

☐ I/We object to the General Plan Amendment because:

_____

_____

[redacted]

26

NOTICE OF GENERAL PLAN AMENDMENT

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For more information, you may call the Planning Department at 479-271-3122 or email planning@bentonvillear.com.

I/We have received notice of the General Plan Amendment for the above described property and:

☐ I/We have no objections to the General Plan Amendment.

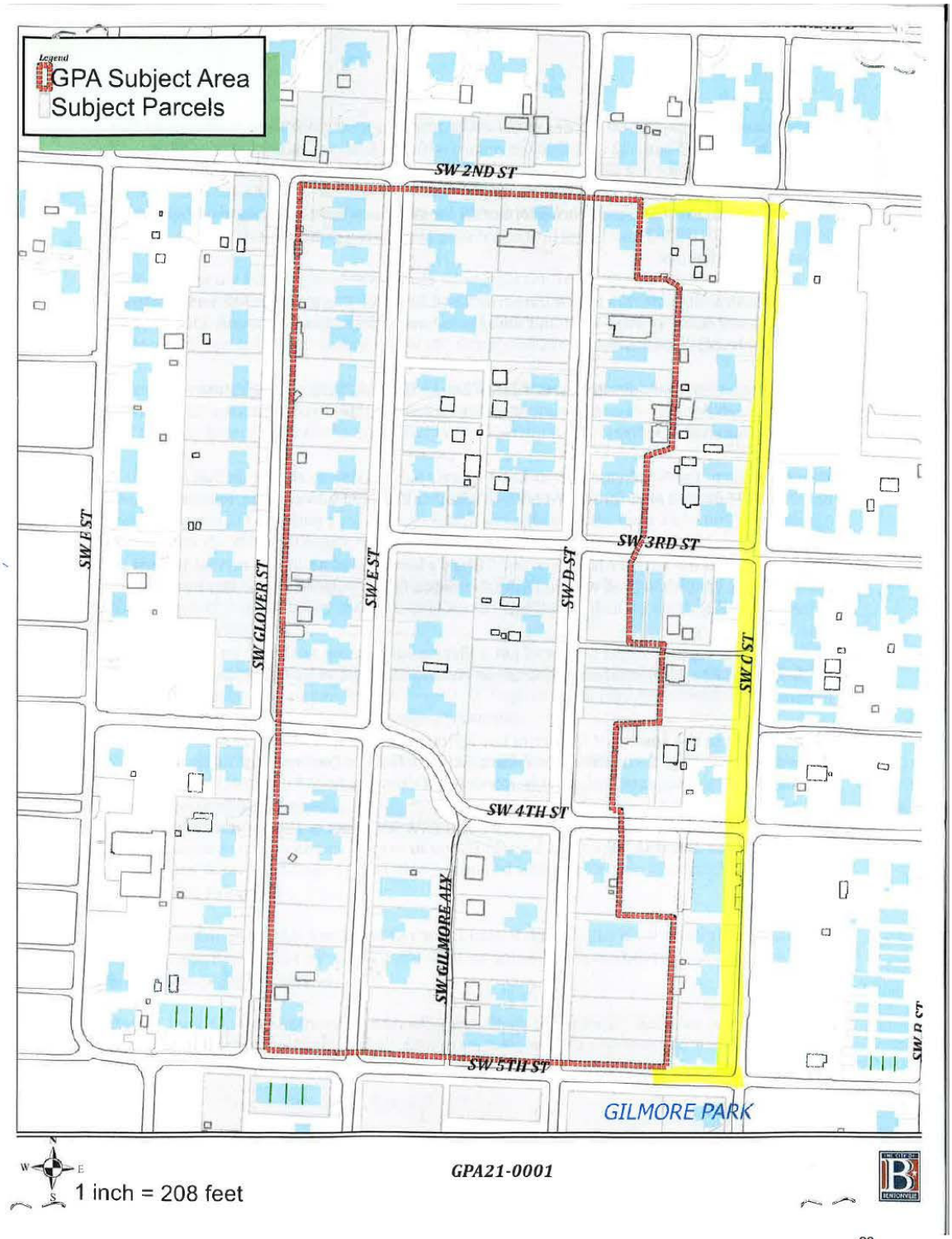
SEE BELOW

☐ I/We object to the General Plan Amendment because:

RATHER THAN HAVE OUR HOME ON S.W. D ST. (AND OTHERS) BACK UP TO MEDIUM DENSITY RESIDENTIAL WHY NOT BE CONSISTANT AND HAVE THE LOW DENSITY ZONE EXTEND TO C STREET, SEE DIAGRAM ON REVERSE SIDE.

[redacted]

27


Legend
GPA Subject Area
Subject Parcels
SW 2ND ST
SW E ST
SW GLOVER ST
SW E ST
SW D ST
SW 3RD ST
SW C ST
SW 4TH ST
SW GILMORE ALY
SW 5TH ST
GILMORE PARK
SW B ST
1 inch = 208 feet
GPA21-0001

28

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□ I/We have no objections to the General Plan Amendment.

☒ I/We object to the General Plan Amendment because:

Doesn't follow master plan

[redacted]

Signature & Physical Address

29

NOTICE OF GENERAL PLAN AMENDMENT

Members of the Planning Commission have requested to amend the Future Land Use Map from Medium Density Residential to Low Density Residential. The legal description of the property is as follows:

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☒ I/We have no objections to the General Plan Amendment.

☐ I/We object to the General Plan Amendment because:

[redacted]

Signature & Physical Address

30

RESOLUTION NO. _____

A RESOLUTION ADOPTING REVISIONS TO THE FUTURE LAND USE PLAN FROM MEDIUM-DENSITY RESIDENTIAL TO LOW-DENSITY RESIDENTIAL FOR SPEICIFIC AREAS. (PROJECT NUMBER: GPA21-0001).

WHEREAS, The City of Bentonville, acted on the request of the Planning Commission that the properties depicted on Attachment A, situated in Benton County, Arkansas, be changed from their present land use classification of Medium Density Residential to Low-Density Residential on the City of Bentonville Future Land Use Map.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 4, 2021 at the Bentonville Community Center; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use class classification as presented on the property be changed.

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

Section 1: That the properties depicted on Attachment A are hereby changed from their present land use classification of Medium-Density Residential to Low-Density Residential on the Future Land Use Map.

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

PASSED AND APPROVED this 11th day of May, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

REZONING STAFF REPORT

Pinnacle Villas, LLC

1004 and 1006 SE 3rd Street

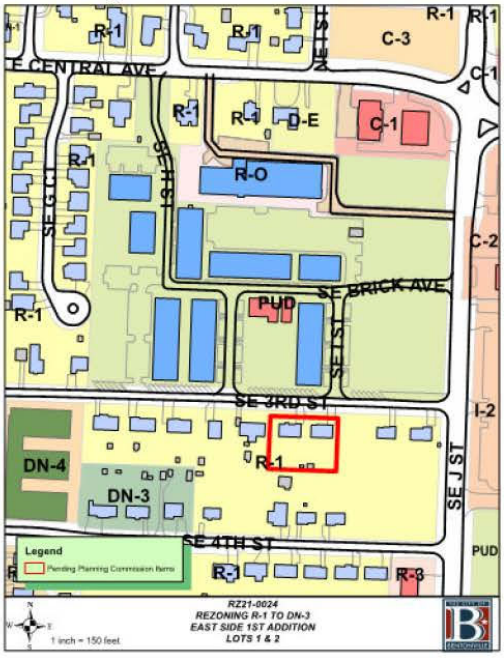
PC Date: 5/4/2021

Reviewer: Tyler Overstreet, AICP, Planning Services Manager

Project Number	RZ21-0024
Applicant/ Current Owner	Pinnacle Villas, LLC
Site Area	0.63 Acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-3, Downtown High Density Residential
Future Land Use Map Designation	Low Density Residential (LDR)

https://arcg.is/08HvK8

Location Map



Property Description

This property is located at 1004 and 1006 SE 3rd Street, between SE J Street and SE G Street. The property is currently zoned R-1, Single-Family Residential. Surrounding zoning districts are PUD, Planned Unit Development, to the north, and R-1, Single-Family Residential to the east, south, and west.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Low-Density Residential. Low-Density Residential areas typically include detached single-family residential properties with a density of 3-8 units per acre.

The current Land Use classification does not seem indicative of recent development and rezoning trends in the area, however. Brick Avenue Lofts to the north, G @ Market to the west at SE G Street and SE 3rd Street, and a rezoning to the southeast of the request to DN-3, Downtown High-Density Residential, suggest this is an area in transition to a higher density.

Public Comment

Staff has not received public comment on this rezoning request.

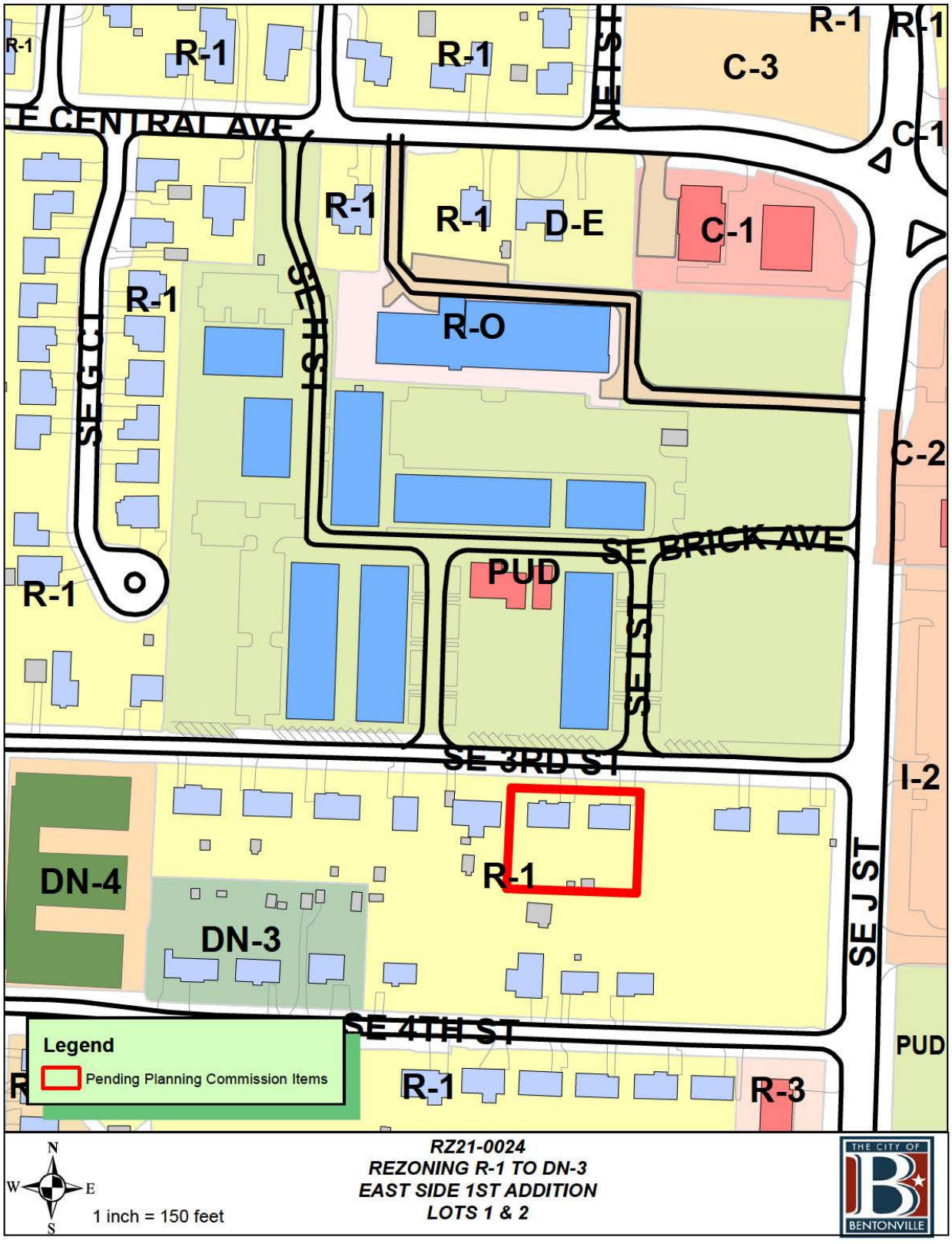
Analysis

According to the applicant's narrative, the intent of the rezoning request is to construct townhomes at this location. The Downtown Neighborhood Subarea Plan discusses the expectation and opportunity to provide a range of housing types within close proximity (p. 139). From a context and development standpoint, it makes sense to cluster denser development products, such as multi-family/mixed-use development, at the ends of blocks and along major corridors, while transitioning to less dense products, such as townhomes at the midblock. This development model helps to reinforce the idea of a mixed-use downtown.

In addition, recent development trends, as discussed above, suggest support for a rezoning to a higher density.

Conclusion

Planning staff has reviewed this rezoning request. It is consistent with the Community Plan and surrounding development patterns. Staff recommends approval of the proposed rezoning.


R-1
R-1
R-1
R-1
C-3
R-1
E CENTRAL AVE
C-1
R-1
R-1
D-E
C-1
R-1
SE G CT
SE 1ST ST
R-O
C-2
SE BRICK AVE
PUD
R-1
SE 1ST ST
SE 3RD ST
I-2
DN-4
R-1
DN-3
SE J ST
SE 4TH ST
PUD
Legend
Pending Planning Commission Items
R-1
R-3
N
W
E
S
1 inch = 150 feet
RZ21-0024
REZONING R-1 TO DN-3
EAST SIDE 1ST ADDITION
LOTS 1 & 2
THE CITY OF
BENTONVILLE

WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER, P.A.
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
JOHN E. JENNINGS (OF COUNSEL)
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

March 29, 2021

Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Parcel Nos. 01-02469-000 AND 01-02470-000 from R-1 to DN-3

Dear Planning Staff:

This law firm has been hired to represent the applicant, Pinnacle Villas, LLC, in obtaining a rezoning of Parcel Nos. 01-02469-000 and 01-02470-000, located at 1004 & 1006 SE 3rd St., Bentonville, AR from R-1 to DN-3.

The primary reason for the rezoning request is to allow the owner to demolish the existing homes and build townhomes on the property at slightly higher density than what the property is currently zoned for. The reason DN-3 is requested as opposed to DN-2 is due to dimensional requirements, and not due to a desire to develop at a higher density than what is allowed under a request for DN-2. The surrounding properties are zoned R-1 and PUD, with the PUD zone being the Brick Ave Lofts, which is a medium sized apartment complex. Other properties on the SE 3rd St.–SE J St.–SE G St.–SE 4th block have recently been zoned both DN-3 and DN-4. Additionally, the properties are in close proximity to the new Walmart Home Office Complex, which makes this neighborhood ripe for a moderate increase in density. Accordingly, this rezoning request is in line with the recent patterns of change in the area and is compatible with the surrounding properties.

Because this property already lies in close proximity to one existing apartment complex, another apartment building under construction, and the site of the future home office, this rezoning will not increase traffic in any appreciable way. The appearance of the development is expected to be similar to other recent townhome projects in Downtown Bentonville. No signage is contemplated for the development. Lastly, as for utilities, both properties are currently served by a 6" sewer line and a 8" water line on SE 3rd St.

Thank you for considering this rezoning request. If you have any questions please feel free to contact me at 479-636-2168 or at wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

[redacted]

Will A. Kellstrom

WK:
pc:

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

REAL ESTATE, CONSTRUCTION & LIEN LAW, LAND USE & PLANNING
CORPORATE & COMMERCIAL LAW, BANKING, BANKRUPTCY
CRIMINAL LAW, FAMILY LAW, GUARDIANSHIPS, LANDLORD-TENANT
ESTATE PLANNING, ELDER LAW, PROBATE, TRUST LITIGATION
CIVIL LITIGATION, COMMERCIAL & CONSUMER DEBT COLLECTION

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL (PROJECT NUMBER: RZ21-0024).

WHEREAS, Pinnacle Villas, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DN-3, Downtown High Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lots 1, 2 East Side 1st Addition to Bentonville, Benton County, AR as shown on Plat Record Book "C", Page 124, recorded in the Benton County Clerk's Office, Bentonville, Arkansas; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 4, 2021 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to DN-3, Downtown High Density Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to DN-3, Downtown High Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this 11th day of May, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

REZONING STAFF REPORT

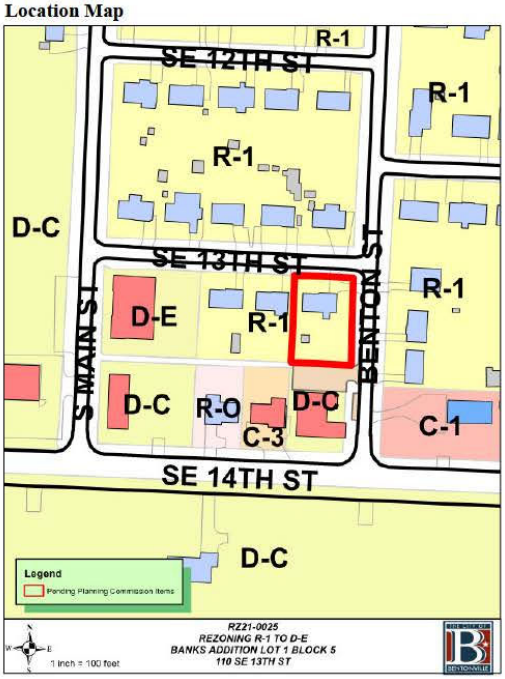
00028 Banks Addition

110 SE 13th Street
PC Date: 5/4/2021
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0025
Applicant / Current Owner	Emergent Property Management / Terra Firma Holdings, LLC
Site Area	+/- 0.32 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DE, Downtown Edge
Future Land Use Map Designation	Low Density Residential (LDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located on the northeast corner of SE 13th and Benton Streets; both are Local Downtown streets on the Master Street Plan. The property is currently zoned R-1, Single-Family Residential. Surrounding zoning districts are R-1, Single-Family Residential to the north, east and west, and DC, Downtown Core to the south.

Relationship to the Bentonville Community Plan
The Future Land Use Plan identifies this area as Low Density Residential. Low-Density Residential areas typically include detached single-family residences and local neighborhood oriented amenities such as schools, religious facilities or parks. The Low-Density Residential land use classification is inconsistent with surrounding land uses, especially when all but three parcels on this block are classified as Mixed-Use Commercial.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Land Use Plan. This area highlights reinvestment in urban neighborhoods in and around Downtown Bentonville (pg. 44).

The Bentonville Community Plan designates this as part of the 14th Street Subarea Plan. The West End 14th Street Character Area states that "This existing residential neighborhood should be protected from encroachment of non-residential uses and non-residential structures", but that "Strict zoning enforcement and home occupation standards should be developed to accommodate appropriate non-residential use while maintaining residential character and upkeep."

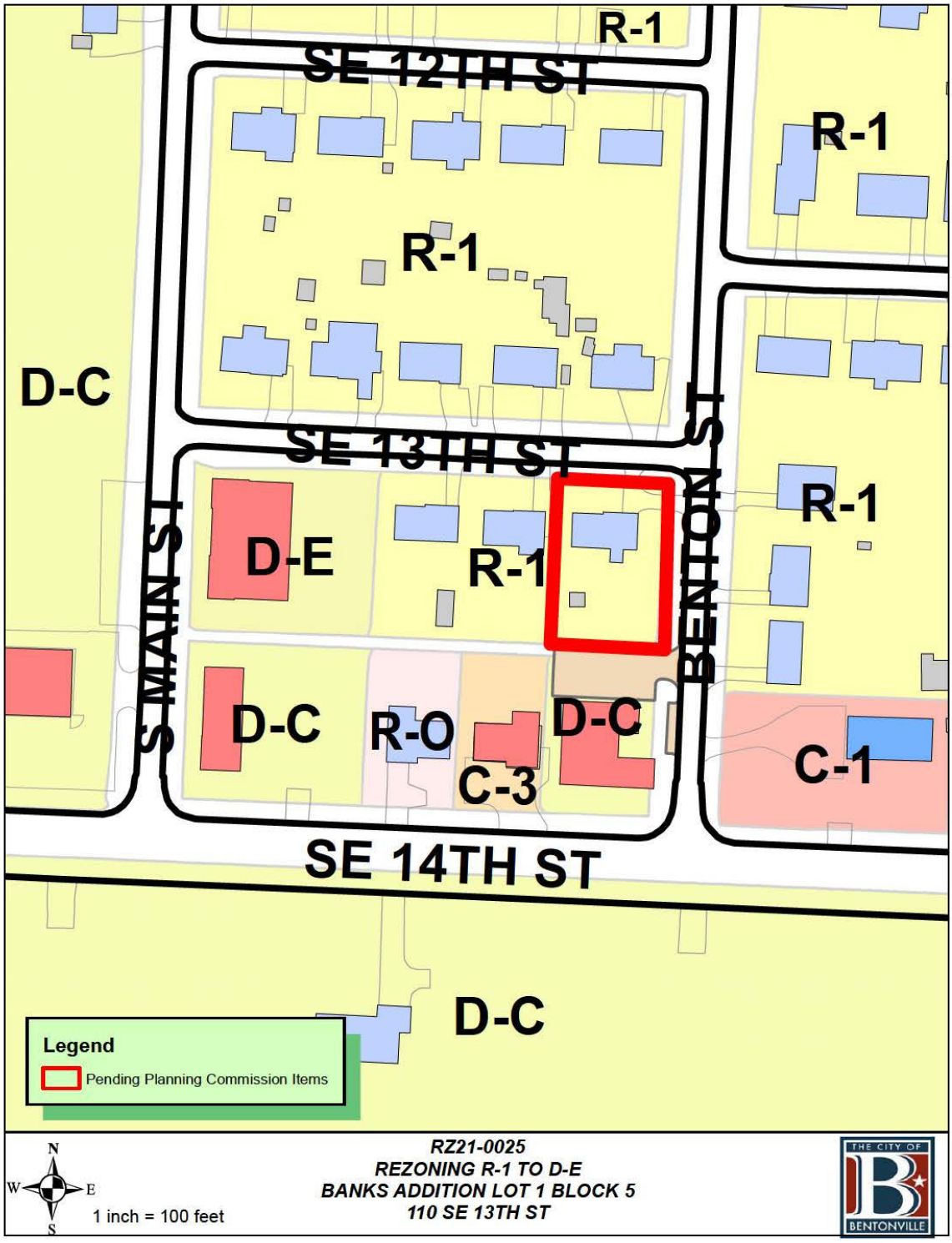
Public Comment
Staff has not received any public comment on this rezoning.

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

While this rezoning request is not consistent with the Future Land Use Plan and the Bentonville Community Plan, there are many existing DE and DC zoning districts in close proximity to this request. These zoning districts and surrounding commercial developments suggest a transition to Downtown Commercial in this area.

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

Staff recommends approval of the rezoning request.


R-1
SE 12TH ST
R-1
R-1
D-C
SE 13TH ST
R-1
D-E
R-1
S MAIN ST
BENTON ST
D-C
R-O
D-C
C-3
C-1
SE 14TH ST
D-C
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
RZ21-0025
REZONING R-1 TO D-E
BANKS ADDITION LOT 1 BLOCK 5
110 SE 13TH ST
THE CITY OF
BENTONVILLE

35

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

1580 E Stearns Street
Fayetteville, AR 72703/72702
479-443-2377/Fax 479-443-9241
mce.us.com

March 29, 2021

Jon Stanley and Tyler Overstreet
Current Planning – City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: EPM Development – Rezone of 110 SE 13th Street

Mr. Stanley and Mr. Overstreet,

McClelland Consulting Engineers, Inc. is seeking a Rezone on behalf of Emergent Property Development (future Owner) and in agreement with Terra Firma Holdings, LLC (current Owner) for the property located at 110 SE 13th Street. The request is to rezone from R-1 to Downtown Edge (DE).

Current Owner (Proposed Seller):
Terra Firma Holdings, LLC
PO Box 1198
Bentonville, AR 72712

Future Owner (Proposed Buyer) and Applicant:
Emergent Property Management
P.O. Box 2578
Bentonville, AR 72712

The applicant is seeking rezone to support mixed use construction on the subject property. The applicant recently completed construction of a commercial building on the property immediately adjacent to the south. A parking facility to support the adjacent property will be proposed on the subject property. The current zoning R-1 does not support parking facilities. The existing single-family dwelling will remain in place at this time. It is planned to demolish the single-family dwelling and construct a multi-family housing unit in its place at a later date. The zoning of DE, immediately adjacent to a parcel zoned Downtown Core (DC) is consistent with the mirroring properties on the west face of the same city block bound by SE 14th Street, S Main Street, and SE 13th Street. Patrons of the proposed parking facility on the subject property will enter the property from Benton Street via the commercial drive installed during construction of the commercial facility immediately adjacent to the south. This driveway remains in an existing city alley, and will be shared by the adjacent commercial building on the adjacent property and the proposed parking facility on the subject property. Right-of-way improvements including curb and gutter, storm drainage, sidewalk, and greenspace in

compliance with the City of Bentonville master street plan will be provided as part of the construction of the parking facility. The property will be designed to meet the City's landscaping requirements. The existing single-family dwelling will match the appearance of neighboring residential parcels on SE 13th street. Future multi-family construction will meet the aesthetic design requirements as enforced by the DE zoning requirements. Public utility services currently serve the single-family dwelling and will support future multi-family units.

Should you have any questions, I can be reached at contact information below.

[redacted]

Zach Hixson, EI
McClelland Consulting Engineers, Inc.
479-443-2377
zhixson@mce.us.com

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

DE, Downtown Edge

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

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

Minimum Height Required: No minimum

Maximum Height Allowed: 50 feet

Lot and Area Standards:

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

Setback Standards:

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

Encroachment Standards:

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

Applied to encroachments such as canopies, awnings and balconies.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
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DE, Downtown Edge

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

Updated 02-11-20

39

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
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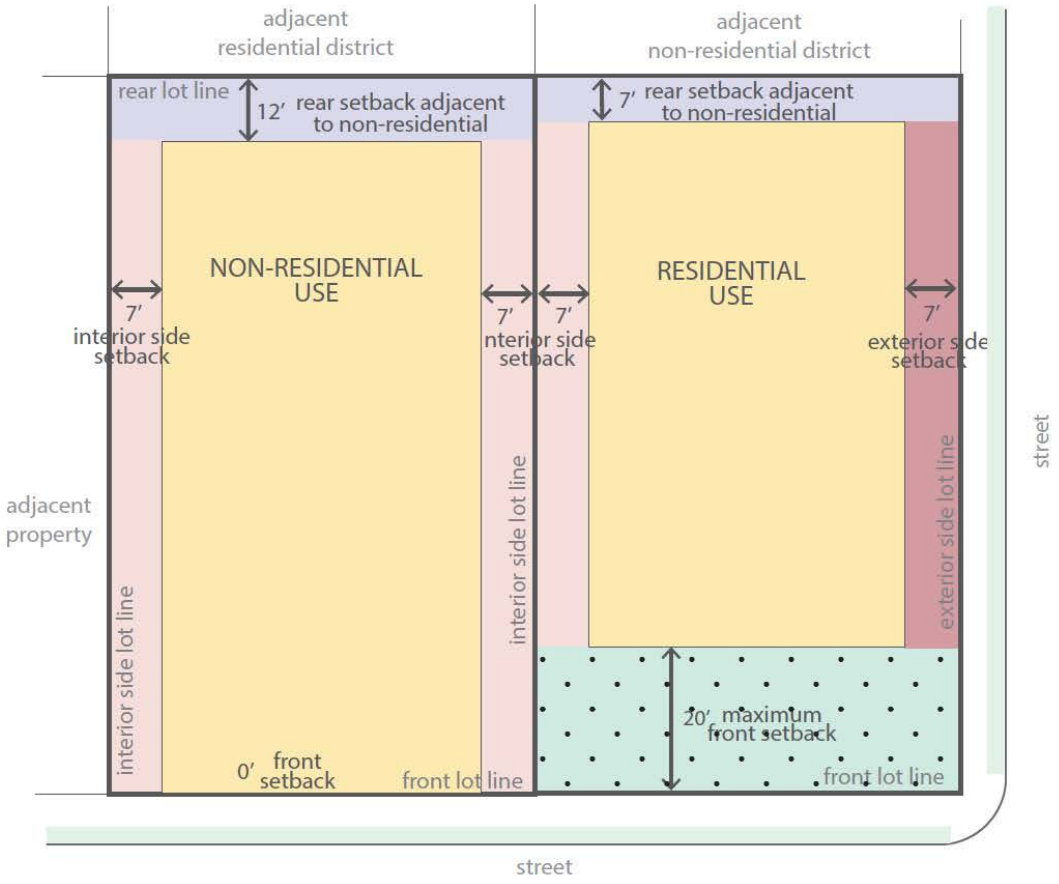
DE, Downtown Edge

Setback Illustration



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DE, DOWNTOWN EDGE (PROJECT NUMBER: RZ21-0025).

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

Lot 1, Block 5, Revised Plat of Banks Addition, Bentonville, Benton County, Arkansas, as shown on Plat Record K at Page 83.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 4, 2021 in the Council Chambers of the City of Bentonville; and,

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

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

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

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

PASSED AND APPROVED this 11th day of May, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Consent Agenda Items

For Planning Commission meeting of May 4, 2021

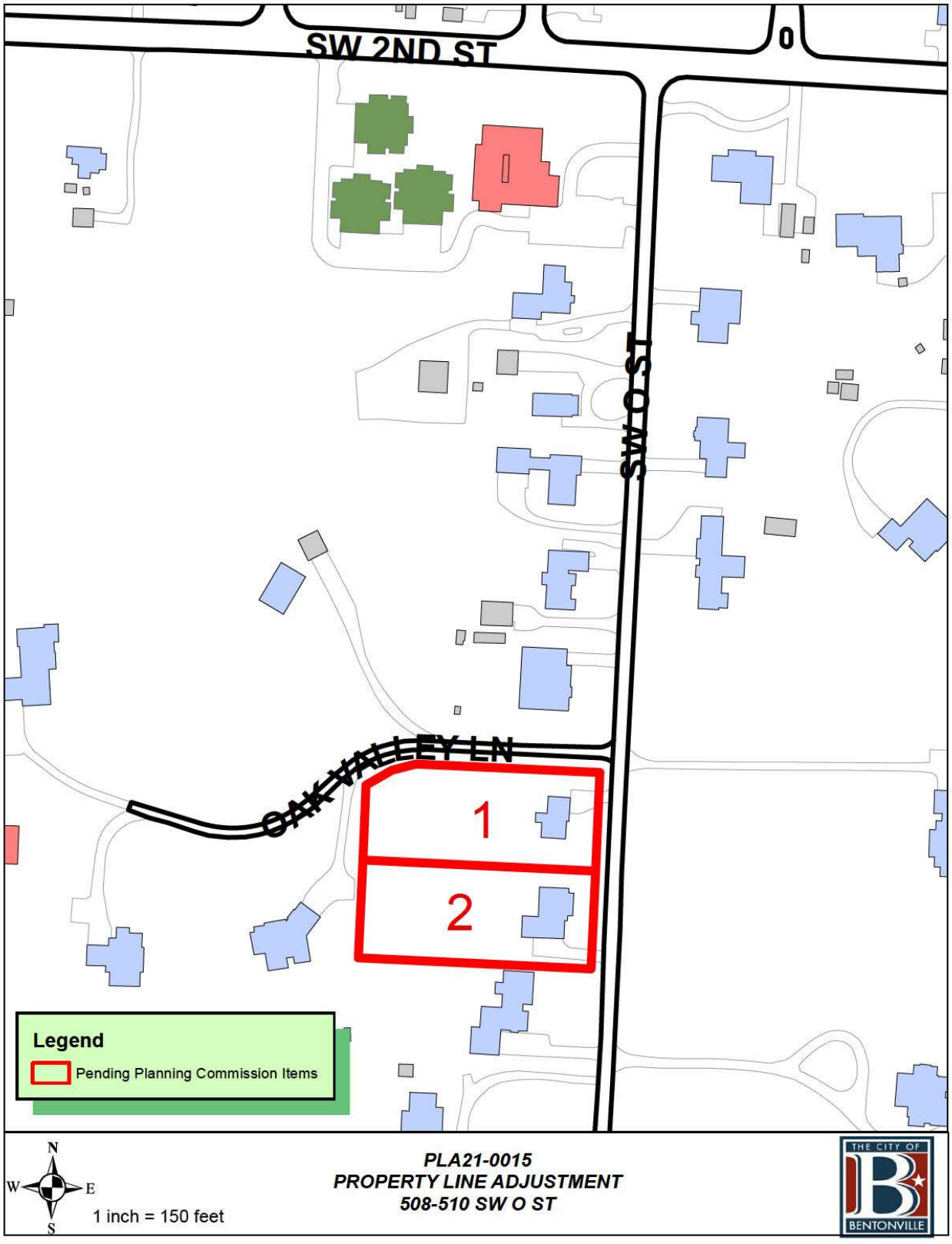
Reviewer: Tyler Overstreet, AICP, Planning Services Manager

- At the Technical Review meeting held on April 27, 2021 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Property Line Adjustment: Lots 1 and 2, Bennett Addition, Bennett, 508 and 510 SW O Street, R-1, Single-Family Residential, *PLA21-0015*

A property line adjustment of existing Lot 3 of Country Estates and Lot 2 Hunt-Bennett Addition, creating new Lots 1, (+/-0.88 acres) and Lot 2, (+/-0.90 acres) of Bennett Addition. Per the requirements of the Master Street Plan, right-of-way is adequate along SW O Street. Oak Valley Lane to the north is a private drive. The plat dedicates a 10' wide utility easement adjacent to SW O Street to serve the lot with public utilities.

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


SW 2ND ST
SW O ST
OAK VALLEY LN
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2
Legend
Pending Planning Commission Items
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W
E
S
1 inch = 150 feet
PLA21-0015
PROPERTY LINE ADJUSTMENT
508-510 SW O ST
THE CITY OF
BENTONVILLE

BENNETT ADDITION LOTS 1 & 2

PROPERTY LINE ADJUSTMENT FOR LOT 3 OF COUNTRY WEST ESTATES SUBDIVISION & LOT 2 OF HUNT BENNETT ADDITION, CREATING BENNETT ADDITION - LOTS 1 & 2, BENTONVILLE, BENTON COUNTY, ARKANSAS

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: _____

Owner Name : _____

Signed : _____

Owner Name : _____

Signed : _____

Source of Title: D.R. _____

Page _____

CERTIFICATE OF APPROVAL

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

Date of Execution: _____

Signed: _____
Mayor

Signed: _____
Chairman

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

TOTAL ACREAGE: 1.78 ACRES (77,534.42 SQ. FT.)

NOTES:

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 TRANSPROTATION DEPARTMENT.

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.

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' CLEARANCES FROM ALL ELECTRIC LINE.

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

IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATES WITH THE NEW SERVICE COORDINATOR @ 479 271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.

IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COST ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE & ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.

Satterfield Land Surveyors P.A., Copyright 2021

This plat is copyright material and is provided solely for the use of the person(s) named on this plat and may not be used or distributed to any other person(s) or company for their benefit. No license has been created, expressed or implied to copy the survey without the written consent of Satterfield Land Surveyors, P.A. No one including the person(s) named, may reproduce this plat. Only authentic copies that appear with the surveyor's seal in red may be used. Any copies used without this red seal are considered unauthorized copies and are considered a copyright infringement. After filing with State Surveyor's office, survey becomes public record.

PROPERTY DESCRIPTION

PARENT TRACT 1 (PARCEL: 01-04792-000)

Lot 3, Country West Estates Subdivision as recorded at Plat Bk. 6-90, City of Bentonville, Benton County, Arkansas, containing, 0.58 acres.

PARENT TRACT 2 (PARCEL: 01-10340-000)

Lot 2 of the Property Line Adjustment of Hunt Bennett Addition as recorded at Plat Bk. 2002-156, City of Bentonville, Benton County, Arkansas, containing, 1.20 acres.

LOT 1

Lot 3, Country West Estates Subdivision as recorded at Plat Bk. 6-90 and part of Lot 2 of the Property Line Adjustment of Hunt Bennett Addition as recorded at Plat Bk. 2002-156, City of Bentonville, Benton County, Arkansas, being more particularly described as follows:

Beginning at an existing rebar marking the Southeast corner of Lot 3 of said Country West Estates Subdivision, Thence along the South line of said Lot 3, North 87 degrees 14 minutes 20 seconds West, 304.92 feet to a set rebar with cap on the West line of Lot 2 of said Hunt Bennett Addition, Thence along said West line, North 02 degrees 34 minutes 08 seconds East, 97.73 feet to an existing rebar marking the Northwest corner of said Lot 2, Thence along the North line of said Lot 2 the following bearings and distances: North 59 degrees 58 minutes 05 seconds East, 38.82 feet to an existing rebar; North 75 degrees 33 minutes 47 seconds East, 32.35 feet to an existing rebar; South 87 degrees 25 minutes 21 seconds East, 46.21 feet to a fence corner marking the Northwest corner of said Lot 3, Thence along the North line of said Lot 3, South 87 degrees 25 minutes 21 seconds East, 195.01 feet to an existing rebar marking the Northeast corner of said Lot 3, said point being on the West right of way line of SW O Street, Thence along the East line of said Lot 3, and along the West right of way line of said SW O Street, South 02 degrees 32 minutes 35 seconds West, 129.10 feet to the Point of Beginning, containing, 0.88 acres, and subject to any easements of record.

LOT 2

Part of Lot 2 of the Property Line Adjustment of Hunt Bennett Addition as recorded at Plat Bk. 2002-156, City of Bentonville, Benton County, Arkansas, being more particularly described as follows:

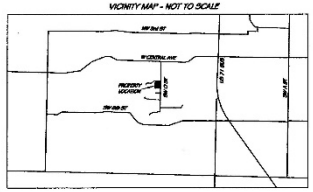
Beginning at on existing rebar marking the Southeast corner of Lot 3 of said Country West Estates Subdivision, said point being on the West right of way line of SW O Street, Thence along the East line of said Lot 2 and along the West right of way line of said SW O Street, South 02 degrees 32 minutes 35 seconds West, 128.22 feet to a set rebar with cap marking the Southeast corner of said Lot 2, Thence leaving said West right of way line, and along the South line of said Lot 2, North 87 degrees 15 minutes 53 seconds West, 304.98 feet to an existing rebar marking the Southwest corner of said Lot 2, Thence along the East line of said Lot 2, North 02 degrees 34 minutes 08 seconds East, 128.36 feet to a set rebar with cap, Thence along the South line of said Lot 3, South 87 degrees 14 minutes 20 seconds East, 304.92 feet to the Point of Beginning, containing, 0.90 acres and subject to any easements of record.

SURVEYOR: RICKY HILL
P.O. BOX 640
ALMA, AR 72921
PHONE: (479) 632-3565

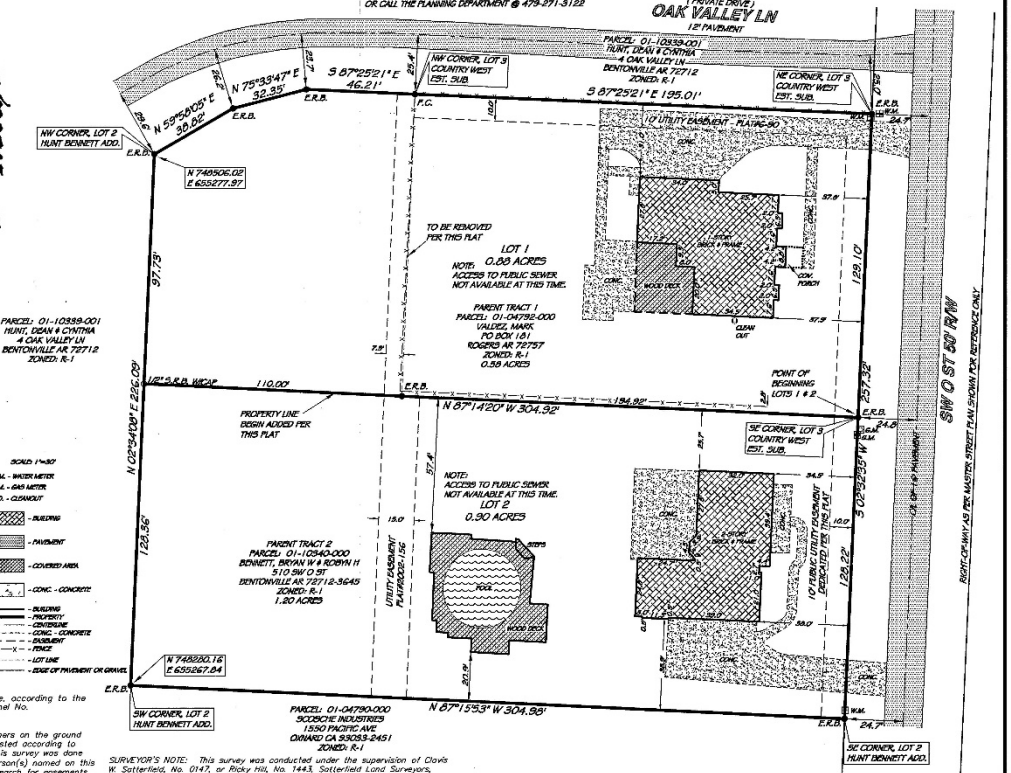
This property does not lie within the 100-Year Flood Zone, according to the Flood Map for Bentonville County, Arkansas Community Panel No. 05007C0255K Dated: June 5, 2012.

SURVEYOR'S NOTE: This survey was done to mark the corners on the ground and to show observed structures. Utilities located if Requested according to utility company records, and or above ground inspection. This survey was done from description furnished to us or instruction from the person(s) named on this plat. 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 search may disclose.

VICINITY MAP - NOT TO SCALE



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



SCALE: 1"=30'

W.M. - WATER METER
G.M. - GAS METER
C.O. - CLEANOUT
- BUILDING
- PAVEMENT
- COVERED AREA
- CONC. - CONCRETE
- BUILDING
- PROPERTY
- CENTERLINE
- CONC. - CONCRETE
- EASEMENT
- FENCE
- LOT LINE
- EDGE OF PAVEMENT OR GRAVEL

SURVEYOR'S NOTE: This survey was conducted under the supervision of Clovis W. Satterfield, No. 0147, or Ricky Hill, No. 1443, Satterfield Land Surveyors, P.A., Certificate of Authorization No. 718. Satterfield Land Surveyors, P.A., 1-(479)-632-3565 Hwy. 71 North, P.O. Box 640, Alma, AR 72921

CITY OF BENTONVILLE PROJECT #PLA21-0015

30 15 0 GRAPHIC SCALE 30 60

REFERENCE DEED

SURVEY REFERENCES

BASIS OF BEARING
ARKANSAS STATE PLANE COORDINATES GRID NORTH

REVISIONS

LEGEND
- S.R.B. = SET 1/2" REBAR W/ CAP
- S.P./P.K.N. = SET P/K NAIL
- S.R.R.S. = SET RAILROAD SPIKE
- S.N. = SET NAIL
- E.R.B. = EXISTING REBAR
- E.I.R. = EXISTING IRON PIN
- E.P./P.K.N. = EXISTING P/K NAIL
- E.N. = EXISTING NAIL
- E.R.R.S. = EXISTING RAILROAD SPIKE
- = EXISTING GOVERNMENT MONUMENT
- = EXISTING STONE
- = EXISTING STATE MONUMENT
- (A) = EXISTING R/W MARKER
- EXISTING FENCE
- @ = COMPUTED POINT
- F.C. = FENCE CORNER

SURVEYORS DISCLAIMER AND STATEMENT OF USE

This survey was conducted by the written or verbal authorization of the person named as the buyer and/or Use by as shown on this plat. No one has the authority to use the data or legal description from this survey except those named or their agents and the survey is only certified to the date shown on this plat. This plat is protected by copyright and any person other than those named using or relying upon this plat will be held responsible. Satterfield Land Surveyors, P.A. will not be responsible or have any liability to any other person or company who uses this plat without written authorization. After filing with State Surveyor's office, survey becomes public record.

CONTACT: ROBYN BENNETT
510 SW O ST
BENTONVILLE, AR 72712
PHONE: (479) 936-0155

DRAWN BY:	K.S.
SCALE:	1"=30'
DATE:	3-22-21
JOB NO.	46,119

Satterfield Land Surveyors P.A.
REG. ARK. & OKLA.
1928 HWY. 71 NORTH, ALMA, ARK. - PHONE No. (479) 632-3565
FAX (479) 632-5002 - WEBSITE: http://www.slsurveying.com

~ 70 ~

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 1 & 2, BENNETT ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0015).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 1 and 2, Bennett Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on May 4, 2021; and,

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

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

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

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

Section 1: That the property line adjustment of Lots 1 and 2, Bennett Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this 11th day of May, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**5/11/2021**
Department	**Planning**
Submitted by	**Ellen Norvell**
Phone	**(479) 271-3122**

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

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

Appeal to a Planning Commission decision for a rezoning request by Casey Roberts of land located on N Walton Boulevard (Parcels 01-09434-000, 01-01586-001, and 01-01586-002). A rezoning request from C-1, Neighborhood Commercial to C-2, General Commercial. The Planning Commission voted 5-2 to recommend to the City Council that the petition be denied and that said property not be rezoned from its present classification of C-1, Neighborhood Commercial to C-2, General Commercial.

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

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

WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER, P.A.
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
JOHN E. JENNINGS (OF COUNSEL)
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

April 13, 2021

City of Bentonville
City Clerk's Office
305 SW A St.
Bentonville, AR 72712

Also via email to kromines@bentonvillear.com

RE: Notice of Zoning Appeal–Appealing March 16th, 2021 Planning Commission Denial of Project Number RZ21-0011

To Whom it May Concern:

This law firm has been retained by Casey Roberts to assist with obtaining a rezoning of roughly 5.45 acres on N. Walton Boulevard from C-1 Neighborhood Commercial to C-2, General Commercial. This item was first heard at the March 16th, 2021, Planning Commission Meeting as Project Number RZ21-0011. In the Planning Staff's report on this item, the Staff recommended approval of the request. At that meeting, the Planning Commission voted to deny this request. Presumably, the Planning Commission denied this request due to concerns voiced by the numerous neighbors which attended the meeting and spoke out against the request.

The applicant believes the Planning Commission erred in its decision for the following reasons: the applicant's proposed project would not cause undue conflict with surrounding uses; the parcel sits on Highway 71B; the property is in close proximity to several other parcels zoned C-2--namely those also on Highway 71B; Planning Staff recommended approval of the request; and because undue weight was given to concerns of neighbors when the natural limitations of developing this parcel are considered.

The applicant believes that the public health, safety, welfare and morals would be better served if the Planning Commission's decision were reversed. The applicant's proposed uses are an office for a personal services business, which will not generate a high level of traffic, and short term rentals and a café which will cater primarily to bike trail users. Also, the majority of the potential uses allowed under C-2 that the neighbors voiced concerns about are simply impossible to build on this parcel due to the steep topography. For these reasons, it is more likely that the applicant's proposed uses will benefit the surrounding properties, rather than conflict with them.

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

REAL ESTATE, CONSTRUCTION & LIEN LAW, LAND USE & PLANNING
CORPORATE & COMMERCIAL LAW, BANKING, BANKRUPTCY
CRIMINAL LAW, FAMILY LAW, GUARDIANSHIPS, LANDLORD-TENANT
ESTATE PLANNING, ELDER LAW, PROBATE, TRUST LITIGATION
CIVIL LITIGATION, COMMERCIAL & CONSUMER DEBT COLLECTION

If you have any questions regarding this appeal, please contact me at 479-636-2168 or wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

[redacted]

Will A. Kellstrom

WK:
pc:

Expedient Civil Engineering, PLLC

9200 Suits Us Dr, Ste. B
Bella Vista, AR 72714
Phone: (479) 364-0028
Email: jason@ece-pllc.com

February 8, 2021

City of Bentonville
305 SW 'A' Street
Bentonville, AR 72712

RE: NW TRINITY WAY TAX PARCEL #01-09434-000, 01-01586-002, & 01-01586-001
REZONE
ECE PROJECT NO. 20-1066

Dear Sirs:

The property located at NW Trinity Way just south of Trinity Subdivision and east of Heathrow Subdivision along Walton Boulevard and is now owned by Casey Roberts and Hannah Roberts. It is currently zoned as C-1, Neighborhood Commercial. The proposed zone is C-2, General Commercial.
Reason for rezone:

1. To allow a bed and breakfast and possibility of general commercial.

There will be no increase in traffic.
Direct water and sewer are currently available.

Best Regards,
EXPEDIENT CIVIL ENGINEERING, PLLC

Jason E. Ingalls, P.E.
Owner/Senior Project Manager

Cc: Casey Roberts

An equal opportunity employer

REZONING STAFF REPORT

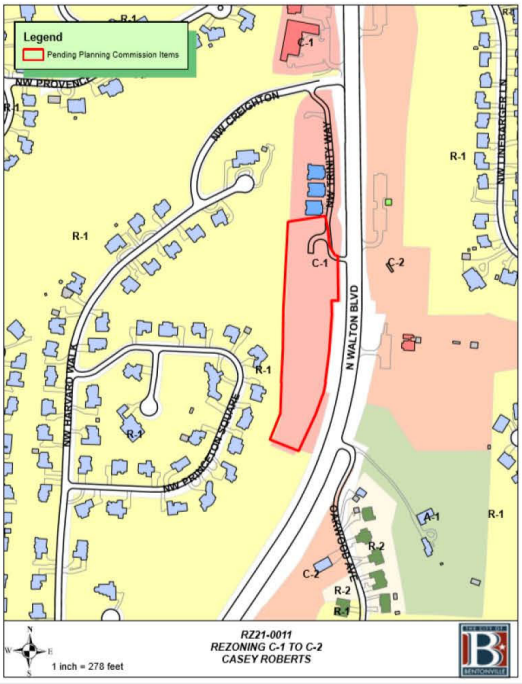
Roberts

NW Trinity Way
PC Date: 3/16/2021
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0011
Applicant / Current Owner	John W Sooter Trust
Site Area	+/- 5.45 acres
Current Zoning	C-1, Neighborhood Commercial
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Low Density Residential (LDR)

https://arcg.is/08HvK8

Location Map



Property Description
The requested rezoning is located south of NW Trinity Way and west of N Walton Boulevard. It is currently zoned C-1, Neighborhood Commercial. Adjacent zoning districts are C-1 and R-1 to the north, C-2 and A-1 to the east, R-1 to the south, and R-1 and C-1 to the west.

Relationship to the Bentonville Community Plan
The Future Land Use Plan depicts this property as Low Density Residential. Low Density Residential areas typically include detached single-family residences and local neighborhood oriented amenities such as schools, religious facilities or parks.

The Bentonville Community Plan identifies this property as being in the Priority Area 2, Infill, as identified in Chapter 4 of the Land Use Plan. This area supports the development of vacant properties already served by infrastructure within the context of existing development.

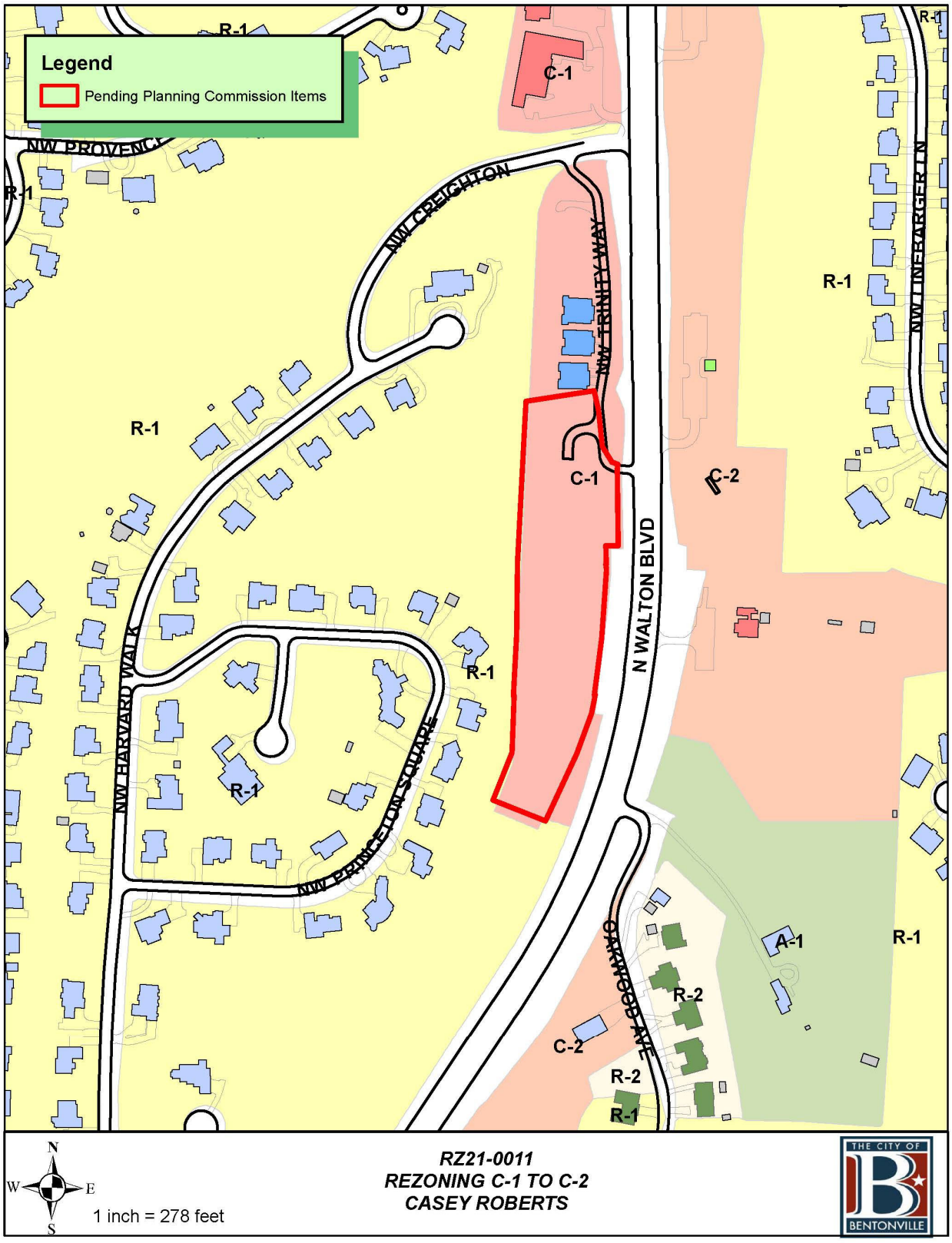
This property is located adjacent to N Walton Boulevard, which is designated as an Arterial road.

Public Comment
Staff has received public comment regarding this request.

Analysis
Per the applicant's narrative, the intent of the rezoning request is to allow for lodging and potentially general commercial as allowable uses. While this request is not in line with the Future Land Use Plan, the Low Density Residential land use classification is not consistent with the site's adjacency to Walton Boulevard, nor other uses located along N Walton Boulevard. Additionally, this rezone request supports the intent of the Priority Area 2 by expanding development in areas with existing infrastructure.

Conclusion
Existing development patterns, adjacency to an Arterial road, and consistency with the Bentonville Community Plan Priority Area 2 provide support for the rezoning request.

Staff recommends approval of the rezoning request.


Legend
Pending Planning Commission Items
R-1
C-1
C-2
A-1
R-2
NW PROVENCE
NW CREIGHTON
NW TRINITY WAY
NW LINEBARGER LN
N WALTON BLVD
NW HARVARD WALK
NW PRINCETON SQUARE
OAKWOOD AVE
N
W
E
S
1 inch = 278 feet
RZ21-0011
REZONING C-1 TO C-2
CASEY ROBERTS
THE CITY OF
BENTONVILLE

NOTICE OF INTENT TO REZONE

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

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

The legal description of the property is as follows:

See attached.

The common description of the property is: 4.59 acres south of Trinity Townhomes along Walton Blvd.

Proposed land use: Commercial

The public hearing will be held March 16 2001 at 4:00 p.m. It will be held at the Bentonville Commmunity Center, 1101 SW Citizens Circle.

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

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

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

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

☐ I / we have no objections to the rezoning.

☒ I / we object to the rezoning because:

See attached.

[redacted]

Bentonville, AR 72712

Bentonville, AR 72712

Dear Bentonville Planning Commission,

We STRONGLY object to the rezoning of the "4.59 acres south of Trinity Townhomes along Walton Blvd.' from C-1 Neighborhood Commercial to C-2 General Commercial.

Currently, as a C-1, businesses "should harmonize in terms of bulk, height, materials, architecture, and overall design with surrounding residential areas. Signage and lighting should be subdued while landscaping and open space should be maximized. Parking areas should be inconspicuous as should loading and trash collection areas". We felt very comfortable as home buyers backing up to this parcel that any business development on this property would have a look and feel consistent with the entrance to our neighborhood. With the limitations on signage, lighting and types of business, a C-1 zone designation is appropriate for this property as it sits directly in front of Heathrow neighborhood and is adjacent to other C-1 zoned properties.

A C-2 designation "represents the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers." This means that unlike the limited scope of the current C-1 designation which requires the recognition that the development will sit in front of and in view of our neighbors; thus limiting signage, lighting and visible eyesores, a C-2 designation will allow the type of gas station, large restaurant drive-through, or automobile repair shop often seen at corners of highway intersections currently restricted under the C-1 designation. This parcel of land is not sitting at a traffic intersection. Rather, it is bordered by neighborhoods, across from parks and sits adjacent to the beautiful trail. To develop this property without consideration for its place directly in front of our neighborhood is wrong.

We are very concerned about the character of our section of Walton Boulevard changing with this change from C-1 to C-2. The developers have many options for this space under the current zoning and the only reason to change it would be to put in something currently prohibited or restricted in scale under the current zone. Please do not authorize the rezoning of this property.

Thank you for your consideration,

[redacted]

James and Jennifer Beck
Heathrow residents
[redacted]
Bentonville AR 72712

March 5, 2021

City of Bentonville Planning Department,

We strongly object to the rezoning of Heathrow Subdivision section of Walton Boulevard from Zone C-1 to proposed C-2 designation.

Sincerely,
Al and Cindy Callahan
[redacted]
Bentonville, AR 72712
[redacted]

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

☐ I / we have no objections to the rezoning.

☑ I / we object to the rezoning because:

We do not feel that Hotel ing and Retail Businesses should be located close to the walking trails and dog park. The increased traffic will cause congestion and danger to children and pets.

[redacted]

Signature and Physical Address

[redacted]

Signature and Physical Address

[redacted]

RZ21-0011

NOTICE OF INTENT TO REZONE

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

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

The legal description of the property is as follows:

See attached.

The common description of the property is: 4.59 acres south of Trinity Townhomes along Walton Blvd.

Proposed land use: Commercial

The public hearing will be held March 16 2021 at 4:00 p.m. It will be held at the Bentonville Commmunity Center, 1101 SW Citizens Circle.

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

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

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

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

☐ I / we have no objections to the rezoning.

☑ I / we object to the rezoning because:

this would mean in future to have heavy commercial traffic right behind our property which will be issues for safety for neighborhood.

[redacted]
Signature and Physical Address

[redacted]
Bentonville, AR-72712

Signature and Physical Address

[redacted]
Bentonville AR 72712

From: Winnie Evans
To: Planning
Subject: NOTICE OF INTENT TO REZONE PROPERTY ON WALTON BOULEVARD
Date: Tuesday, March 2, 2021 3:32:09 PM

DEAR SIRS,

It is come to our attention as residents of the Stonehenge subdivision, that a tract of land, south of the Trinity townhomes on Walton Boulevard and encompassing 4.59 acres has requested a change from a C- 1, neighborhood commercial designation , to a C-2, general commercial designation. This property is between the entrances to Stonehenge and Heathrow subdivisions.

This area of land that has requested rezoning, backs up to the backyards of the beautiful homes in the Heathrow subdivision, which is now covered with a natural wood forest. This area also includes a large section of one of the few walking and biking trails that go through our part of town.

As a C-1 business development , it would be required to harmonize in height ,bulk materials, architecture ,and overall design with surrounding areas. Signage and lighting would be subdued and open spaces would be maximized. Parking areas would be inconspicuous as would trash collection areas.

If this were to be approved as a C-2 commercial designation, the builders would be allowed to construct any type of gas station, large restaurant, auto repair shops, mechanical repair shops with no limits on the size, height, lighting, or noise limitations , that would effect neighbors backyard views and privacy. Having an auto or mechanical shop would create loud machinery noises all day long, and into early evening. Basically, they would be able to build anything that they wanted, regardless of the proximity to the houses. This will certainly diminish property values of the homes that will back up to this property, as well as ruining the peace and quiet of our neighborhood.

This development, will also create a "danger zone" for the children from our neighborhood and other parts of town, who bike and hike on that trail daily. That trail connects with the trail that goes directly to Crystal Bridges from our area, and it is well traveled. If a high volume business builds on the property between the trail and the neighborhood, it will generate a great deal of car traffic that will be crossing all day long ,across the walkway that children and bikers use.

So much of our land, with trees ,is being plowed down now in the name of progress…we need to try to preserve the integrity and character of our neighborhoods.

PLEASE DO NOT APPROVE the change in the zoning for this area.
Thank you,
Winnie and Lynn Evans
[redacted]

Stonehenge Residents

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-1, NEIGHBORHOOD COMMERCIAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ21-0011).

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

Parcel #01-09434-000

A part of the Southwest Quarter of Section 18, Township 20 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows, to-with: commencing at the Southwest corner of said Section 18, thence running along the South line of said Section 18 S88°16'36"E 1111.75' to a found 1/2" rebar being the true point of beginning; thence leaving said South line N03°02'47"E passing through a found 1/2" rebar at a distance of 137.51' for a total distance of 330.43' to a set 1/2" rebar; thence N03°02'47"E 60.65' to a found 1/2" rebar; thence N81°14'06"E 167.40' to a found 1/2" rebar; thence S12°40'37"E 47.88'; thence S06°12'40"E 30.54'; thence S05°48'43"E 34.77'; thence S06°01'47"E 24.40'; thence with a curve turning to the left with an arc length of 46.45', with a radius of 46.11', with a chord bearing of S31°30'41"E, with a chord length of 44.51'; thence with a compound curve turning to the left with an arc length of 14.80', with a radius of 76.74', with a chord bearing of S71°32'29"E, with a chord length of 14.78' to a set 1/2" rebar on the Westerly right-of-way U.S. Highway 71; thence along said right-of-way the following two (2) courses; thence S05°05'22"W 11.88'; thence S00°37'37"E 186.50'; thence leaving said right-of-way S89°22'29"W 30.00'; thence with a curve turning to the right with an arc length of 45.31', with a radius of 1809.86', with a chord bearing of S01°22'43"E, with a chord length of 45.31'; thence N88°16'36"W 215.59' to the point of beginning. Containing 1.993 acres more or less. Subject to easements and rights-of-way of record. Also being known as Lot 13 of Trinity Subdivision Phase 1; AND

Parcel # 01-01586-001

Part of Lot 12 of Block 6 of Braithwaite Park Subdivision as shown on Plat Record P3-609 in the Recorders Office of Benton County, Bentonville, Arkansas more particularly described as follows: Beginning at the Southwest corner of said Lot 12 being an iron pin as shown on Plat P3-609; thence N21°42'26"E 124.59 feet to a found iron pin; thence N02°08'34"E 147.82 feet to an iron pin at the Northwest corner of said Lot 12; thence along the North line of said Lot 12, S87°51'32"E 196.78 feet to an iron pin on the Westerly right-of-way of North Walton Blvd; thence along said right-of-way on a curve to the right having an arc length of 45.80 feet, a radius of 1809.86 feet, a delta angle of 1°27'00", a chord of S11°32'24"W 45.80 feet to an iron pin as shown on Plat P2-699 and P3-609; thence S20°08'16"W 104.90 feet to an iron pin; thence S24°48'53"W 179.83 feet to an iron pin on the South line of said Lot 12; thence along said South line, N68°23'57"W 137.13 feet to the Point of Beginning, containing 1.09 acres and subject to any and all easements of record or fact; AND

Parcel # 01-01586-002

Lots 3 & 4, Block 6 of Braithwaite Park Addition, Benton County, Arkansas, as shown on Plat Record P3-609 In The Recorders Office Of Benton County, Bentonville, Arkansas. Also known as Lot 13, Block 6 Of Plat Book 2014 at Page 652; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 16, 2021 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be denied and that said property not be rezoned from its present classification of C-1, Neighborhood Commercial to C-2, General Commercial.

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

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

PASSED AND APPROVED this 11th day of May 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**5/11/2021**
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 boring and trenching services to Calcon, Inc. per the attached bid tab. Approved at Utility Board 4-0.

Estimated Cost	**56,583.50**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: May 11, 2021

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Bid Award 21-22 Boring/Trenching Bid**

Electric Dept. staff recommends awarding bid to Calcon, Inc. per the price breakdown attached to establish the per foot price conduit and pipe installation. This service will be used on an as needed basis for the 2021 year; the contract is renewable annually, upon agreement and approval of each year's budget, for a maximum term of three years.

Approved at Utility Board 4-0.

IFB-21-22 BID TABULATION - BID OPENING: THURSDAY, APRIL 8, 2021 AT 2:00PM

Line Item	Item Description	Estimated Quantity (A)	Unit	FORSGREN, INC Price Dirt (B)	FORSGREN, INC Price Rock (C)	FORSGREN, INC Extended Price Dirt (A*B)	FORSGREN, INC Extended Price Rock (A*C)	BIG M RANCH Price Dirt (B)	BIG M RANCH Price Rock (C)	BIG M RANCH Extended Price Dirt (A*B)	BIG M RANCH Extended Price Rock (A*C)	CALCON, INC Price Dirt (B)	CALCON, INC Price Rock (C)	CALCON, INC Extended Price Dirt (A*B)	CALCON, INC Extended Price Rock (A*C)	HICKMAN TRENCHING, CO. Price Dirt (B)	HICKMAN TRENCHING, CO. Price Rock (C)	HICKMAN TRENCHING, CO. Extended Price Dirt (A*B)	HICKMAN TRENCHING, CO. Extended Price Rock (A*C)
	Trenching (per linear FT)																		
1	1.5" CIC (Conductor In Conduit provided by BEUD)	10	LF	$ 35.00	$ 46.00	$ 350.00	$ 460.00	$ 25.00	$ 40.00	$ 250.00	$ 400.00	$ 15.00	$ 28.00	$ 150.00	$ 280.00	$ 18.00	$ 28.00	$ 180.00	$ 280.00
2	2"	10	LF	$ 35.00	$ 46.00	$ 350.00	$ 460.00	$ 25.00	$ 40.00	$ 250.00	$ 400.00	$ 16.50	$ 30.00	$ 165.00	$ 300.00	$ 20.00	$ 30.00	$ 200.00	$ 300.00
3	3"	10	LF	$ 40.00	$ 52.00	$ 400.00	$ 520.00	$ 30.00	$ 45.00	$ 300.00	$ 450.00	$ 25.50	$ 34.00	$ 255.00	$ 340.00	$ 30.00	$ 34.00	$ 300.00	$ 340.00
4	4"	10	LF	$ 48.00	$ 60.00	$ 480.00	$ 600.00	$ 35.00	$ 50.00	$ 350.00	$ 500.00	$ 29.75	$ 38.25	$ 297.50	$ 382.50	$ 40.00	$ 38.25	$ 400.00	$ 382.50
5	5"	10	LF	$ 54.00	$ 64.00	$ 540.00	$ 640.00	$ 40.00	$ 55.00	$ 400.00	$ 550.00	$ 34.00	$ 42.50	$ 340.00	$ 425.00	$ 50.00	$ 42.50	$ 500.00	$ 425.00
6	6"	10	LF	$ 60.00	$ 70.00	$ 600.00	$ 700.00	$ 45.00	$ 60.00	$ 450.00	$ 600.00	$ 38.25	$ 46.75	$ 382.50	$ 467.50	$ 60.00	$ 46.75	$ 600.00	$ 467.50
	Trenching Multiple Conduit Installation																		
7	1.5" (Conductor In Conduit provided by BEUD)	10	LF	$ 16.00	$ 23.00	$ 160.00	$ 230.00	$ 12.00	$ 20.00	$ 120.00	$ 200.00	$ 6.00	$ 11.00	$ 60.00	$ 110.00	$ 14.50	$ 11.00	$ 145.00	$ 110.00
8	2"	10	LF	$ 16.00	$ 23.00	$ 160.00	$ 230.00	$ 12.00	$ 20.00	$ 120.00	$ 200.00	$ 8.50	$ 13.50	$ 85.00	$ 135.00	$ 15.00	$ 13.50	$ 150.00	$ 135.00
9	3"	10	LF	$ 20.00	$ 26.00	$ 200.00	$ 260.00	$ 15.00	$ 22.00	$ 150.00	$ 220.00	$ 10.25	$ 15.30	$ 102.50	$ 153.00	$ 24.00	$ 15.30	$ 240.00	$ 153.00
10	4"	10	LF	$ 24.00	$ 30.00	$ 240.00	$ 300.00	$ 18.00	$ 25.00	$ 180.00	$ 250.00	$ 13.60	$ 18.70	$ 136.00	$ 187.00	$ 32.00	$ 18.70	$ 320.00	$ 187.00
11	5"	10	LF	$ 27.00	$ 32.00	$ 270.00	$ 320.00	$ 20.00	$ 28.00	$ 200.00	$ 280.00	$ 17.00	$ 22.25	$ 170.00	$ 222.50	$ 40.00	$ 22.25	$ 400.00	$ 222.50
12	6"	10	LF	$ 30.00	$ 35.00	$ 300.00	$ 350.00	$ 22.00	$ 30.00	$ 220.00	$ 300.00	$ 20.50	$ 25.50	$ 205.00	$ 255.00	$ 48.00	$ 25.50	$ 480.00	$ 255.00
	Trenching (w/o Conduit Installation) (per linear FT)																		
13	18"x30"	10	LF	$ 25.00	$ 35.00	$ 250.00	$ 350.00	$ 20.00	$ 35.00	$ 200.00	$ 350.00	$ 15.50	$ 22.25	$ 155.00	$ 222.50	$ 14.00	$ 22.25	$ 140.00	$ 222.50
14	18"x52"	10	LF	$ 30.00	$ 40.00	$ 300.00	$ 400.00	$ 30.00	$ 45.00	$ 300.00	$ 450.00	$ 20.50	$ 25.50	$ 205.00	$ 255.00	$ 25.00	$ 25.50	$ 250.00	$ 255.00
	Directional Boring (per linear FT)																		
15	1.5" CIC (Conductor In Conduit provided by BEUD)	10	LF	$ 42.00	$ 54.00	$ 420.00	$ 540.00	$ 40.00	$ 60.00	$ 400.00	$ 600.00	$ 20.00	$ 35.00	$ 200.00	$ 350.00	$ 20.00	$ 35.00	$ 200.00	$ 350.00
16	2"	10	LF	$ 42.00	$ 54.00	$ 420.00	$ 540.00	$ 40.00	$ 60.00	$ 400.00	$ 600.00	$ 24.00	$ 38.00	$ 240.00	$ 380.00	$ 25.00	$ 38.00	$ 250.00	$ 380.00
17	3"	10	LF	$ 48.00	$ 60.00	$ 480.00	$ 600.00	$ 45.00	$ 75.00	$ 450.00	$ 750.00	$ 29.00	$ 39.00	$ 290.00	$ 390.00	$ 35.00	$ 39.00	$ 350.00	$ 390.00
18	4"	10	LF	$ 54.00	$ 68.00	$ 540.00	$ 680.00	$ 50.00	$ 65.00	$ 500.00	$ 650.00	$ 34.00	$ 43.00	$ 340.00	$ 430.00	$ 45.00	$ 43.00	$ 450.00	$ 430.00
19	5"	10	LF	$ 60.00	$ 72.00	$ 600.00	$ 720.00	$ 70.00	$ 70.00	$ 550.00	$ 700.00	$ 35.00	$ 40.00	$ 350.00	$ 400.00	$ 55.00	$ 40.00	$ 550.00	$ 400.00
20	6"	10	LF	$ 66.00	$ 78.00	$ 660.00	$ 780.00	$ 60.00	$ 100.00	$ 600.00	$ 1,000.00	$ 40.00	$ 55.00	$ 400.00	$ 550.00	$ 65.00	$ 55.00	$ 650.00	$ 550.00
	Water Main (per linear FT)																		
21	16" (.219 Wall Thickness)	10	LF	$ 220.00	$ 320.00	$ 2,200.00	$ 3,200.00	$ 162.00	$ 234.00	$ 1,620.00	$ 2,340.00	$ 170.00	$ 252.00	$ 1,700.00	$ 2,520.00	NO BID	NO BID	N/A	N/A
22	20" (.281 Wall Thickness)	10	LF	$ 230.00	$ 330.00	$ 2,300.00	$ 3,300.00	$ 189.00	$ 252.00	$ 1,890.00	$ 2,520.00	$ 180.00	$ 260.00	$ 1,800.00	$ 2,600.00	NO BID	NO BID	N/A	N/A
23	24" (.344 Wall Thickness)	10	LF	$ 240.00	$ 340.00	$ 2,400.00	$ 3,400.00	$ 234.00	$ 297.00	$ 2,340.00	$ 2,970.00	$ 185.00	$ 265.00	$ 1,850.00	$ 2,650.00	NO BID	NO BID	N/A	N/A
24	30" (.406 Wall Thickness)	10	LF	$ 250.00	$ 350.00	$ 2,500.00	$ 3,500.00	$ 360.00	$ 450.00	$ 3,600.00	$ 4,500.00	$ 190.00	$ 270.00	$ 1,900.00	$ 2,700.00	NO BID	NO BID	N/A	N/A
25	36" (.50 Wall Thickness)	10	LF	$ 260.00	$ 360.00	$ 2,600.00	$ 3,600.00	$ 441.00	$ 531.00	$ 4,410.00	$ 5,310.00	$ 195.00	$ 275.00	$ 1,950.00	$ 2,750.00	NO BID	NO BID	N/A	N/A
	Sewer Main (per linear FT)																		
26	16" (.219 Wall Thickness)	10	LF	$ 240.00	$ 340.00	$ 2,400.00	$ 3,400.00	$ 162.00	$ 234.00	$ 1,620.00	$ 2,340.00	$ 180.00	$ 260.00	$ 1,800.00	$ 2,600.00	NO BID	NO BID	N/A	N/A
27	20" (.281 Wall Thickness)	10	LF	$ 250.00	$ 350.00	$ 2,500.00	$ 3,500.00	$ 189.00	$ 252.00	$ 1,890.00	$ 2,520.00	$ 190.00	$ 270.00	$ 1,900.00	$ 2,700.00	NO BID	NO BID	N/A	N/A
28	24" (.344 Wall Thickness)	10	LF	$ 260.00	$ 360.00	$ 2,600.00	$ 3,600.00	$ 234.00	$ 297.00	$ 2,340.00	$ 2,970.00	$ 195.00	$ 275.00	$ 1,950.00	$ 2,750.00	NO BID	NO BID	N/A	N/A
29	30" (.406 Wall Thickness)	10	LF	$ 270.00	$ 370.00	$ 2,700.00	$ 3,700.00	$ 360.00	$ 450.00	$ 3,600.00	$ 4,500.00	$ 200.00	$ 280.00	$ 2,000.00	$ 2,800.00	NO BID	NO BID	N/A	N/A
30	36" (.50 Wall Thickness)	10	LF	$ 280.00	$ 380.00	$ 2,800.00	$ 3,800.00	$ 441.00	$ 531.00	$ 4,410.00	$ 5,310.00	$ 205.00	$ 285.00	$ 2,050.00	$ 2,850.00	NO BID	NO BID	N/A	N/A
	TOTAL BID PRICE CALCULATION																		
				DIRT - Subtotal of Extended Prices		$ 32,720.00		DIRT - Subtotal of Extended Prices		$ 34,110.00		DIRT - Subtotal of Extended Prices		$ 23,428.50		DIRT - Subtotal of Extended Prices		$ 6,755.00	
				ROCK - Subtotal of Extended Prices			$ 44,680.00	ROCK - Subtotal of Extended Prices			$ 44,730.00	ROCK - Subtotal of Extended Prices			$ 33,155.00	ROCK - Subtotal of Extended Prices			$ 6,235.00
				TOTAL BID PRICE: $_77,400.00_ (SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)				TOTAL BID PRICE: $_78,840.00_ (SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)				TOTAL BID PRICE: $_56,583.50_ (SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)				TOTAL BID PRICE: $_12,990.00_ (SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)			

*The Hickman Trenching totals were calculated in Purchasing; Hickman Trenching did not provide the total amounts in their Bid Submission. The Department is not able to execute a contract for partial work amounts.

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

BORING & TRENCHING SERVICES

Invitation For Bid (IFB)-21-22

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly experienced, capable and licensed contractors to provide boring and trenching services to the City on an as needed basis. The awarded Contract will be available for use by all City Departments in need of these services; however, the primary Departments utilizing this Contract will be the Water and Electric Utilities Departments. The awarded Bidder will be required to sign a binding contract with the City for an initial one (1) year term, renewable annually upon mutual written agreement for a total maximum term not to exceed three (3) years. Contractors must be properly insured, bonded and licensed, as required in the bidding documents, to perform services in the State of Arkansas.

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-21-22 held at 2:00pm on Thursday, April 8, 2021; the bid opening will be held at the City of Bentonville Administrative Services Building in Room A103 on the 1st floor, located at 1000 SW 14th Street Bentonville, AR 72712. All bid submissions must be received by Purchasing prior to the Public Bid Opening time. Late submissions and unsigned bid submissions will be rejected, without exception.

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

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-22	**Date of Issuance:**	March 21, 2021
Description:	Boring and Trenching Services		
Requesting Department:	CITY OF BENTONVILLE ELECTRIC UTILITY 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 8, 2021 AT 2:00 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Temporary Bid Opening Room – 1st Floor – Room A103 (located directly to the left when entering the building) 1000 SW A Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712
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:	April 2 – 4:30 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned bids will be rejected - no exceptions.

Name of Firm: Calcon, Inc. **Phone Number:** 479-273-5558

Business Address (Full Street/City/State/Zip): 10620 Hwy. 72 W, Bentonville, AR 72712

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

Name of Contact Person: Jack Moody **Email:** jack@calconinc.com

Signature of Authorized Person [redacted] **Date:** 4/7/21

Printed or Typed Name: Jonathan Callis **Title:** Vice-President

Arkansas Contractors License Number: 0180570421 **(REQUIRED)**

Sales or Use Tax ID Number: 71-0790227

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

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES 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

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INTENT

The intent of this Invitation for Bid (IFB) is to enter into contract with a qualified, capable, properly licensed and experienced contractor to provide boring and trenching services to the City, as needed. The contract will be available for city-wide use; however, the Bentonville Electric Utility Department and Water Department will be the primary users of the contract. The awarded contract will be for a one (1) year term, renewable annually upon mutual written agreement for a total maximum term of three (3) years.

REQUIRED 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 obtain the insurance requirements specified herein.
- Proof that Bidder is Licensed, Bonded and Insured to perform the services described herein, in the State of Arkansas.

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

APPENDICES

- **Appendix A: BEUD Detail Pages – Specifications**
- **Appendix B: Bidder Qualifications**

CONTRACT TERM:

The awarded Bidder will be required to enter into a binding contract with the City to provide the boring and trenching services, on an as-needed basis, for a one (1) year term, renewable annually upon mutual written agreement for a total contract term not to exceed 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:

The policies of insurance required are as follows:

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

SCOPE

The City of Bentonville, Arkansas is soliciting bids for Boring and Trenching services to be provided to the City of Bentonville on an as needed bases for an annual term, renewable in one year increments for a maximum term of three years. The contract will be available for use city-wide; however, the Bentonville Electric Utilities Department (BEUD) and Water Utilities Department will be the primary users.

DATE OF AVAILABILITY TO BEGIN SERVICES

The City Of Bentonville requests that the awarded Bidder be prepared to begin the Boring and Trenching services within three (3) weeks from the date the Notice of Award is issued. The exact date that services will begin will be coordinated between the Bentonville Electric Utilities Department and the awarded Bidder. If this schedule cannot be met, bidder must state the number of days required, after the Notice of Award, to initiate services. Failure to state a date of availability obligates bidder to be available within the City's requested timeline. Extended dates for availability may be considered when in the best interest of the City.

Available to begin services within 14 days **from the date the Notice of Award is issued.**

REFERENCES & EVALUATION

The City reserves the right to request references from Bidders, to contact those references, and to utilize the information gained in the evaluation of bids. Additionally, the City reserves the right to inspect Bidder's equipment to be used to ensure that Bidder maintains the proper equipment to complete the work as specified.

The City reserves the right to evaluate Bid based upon the Bidder's prior performance with the City.

INVOICING

The awarded Bidder shall provide an invoice to the City's designated contact for approval, for work completed. Invoices must list the Line Item Number for the Line Items included on the Bid Price Form herein for each invoiced item.

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 invoices properly may result in delayed payment.

PAYMENT TERMS

[X] Net 30 days [ ] Other: _____

INDEMNIFICATION

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

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

DAMAGES

Any damage occurring to City(public) or private property within the worksite or otherwise resulting from the awarded Bidder's performance of the work described herein shall be corrected at the awarded Bidder's expense.

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PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

Contractor/Vendor Disclosure

Company Name: Calcon, Inc.

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

X Yes ____No

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

Immediate Relation includes:

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

Tony Howard

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**

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

SPECIFICATIONS SECTION

Bidder must indicate that their services will meet the specifications, as specified, by placing an "x" in the designated space. Bidder must also provide additional information where indicated.

Bids should be based on the following bid specifications:

The following contains standard requirements that shall apply to all conduit installations (whether installed by boring or trenching), when installed for BEUD. These requirements shall be taken into account while preparing the bid documents.

Detail pages referenced in the Specifications below (ex. DS-1406) are included in this IFB document as **APPENDIX A**, and shall be considered as part of the Specifications to IFB-21-22.

Specification Line Number	City's Specification	Place an "X" indicating AS SPECIFIED.	Place an "X" indicating NOT AS SPECIFIED
1	The City reserves the right to request quotes from the awarded Bidder, to determine exact or estimated total costs for specific boring and trenching projects.	X	
2	Invoicing shall reference the line item number indicated on the Pricing Sheet contained herein.	X	
3	All per foot conduit installation costs shall be end to end, including all **turn-ups into devices, elbows, and couplings**, per DS-1419.	X	
4	The trenching price shall include **all specifications,** per detail DS-1403-1404.	X	
5	Any two-man crew per hour charges shall be approved in writing, by the designated representative for the City, prior to any invoices being submitted for these charges.	X	
6	**City will provide C.I.C. (conductor in conduit) to be installed by Contractor.**	X	
7	When installing multiple conduit sizes by boring, the price shall be established by the largest conduit installation, and all subsequent conduit installations shall be reduced by **50% (fifty percent).** (Clarification: when installing a 6" and 4" (six inch and four inch), the price shall be established by the full 6" price plus 50% of the 4" installation costs).	X	
8	No roll pipe shall be turned up at a power pole, per detail DS-1419A.	X	
9	When boring, contractor shall apply coupling and one (1) stick of Schedule 40 PVC per detail DS-1419B.	X	

Specification Line Number	City's Specification	Place an "X" indicating AS SPECIFIED.	Place an "X" indicating NOT AS SPECIFIED
10	End of pipe shall be marked with stubbed up conduit (same size of conduit installed) painted red, per detail DS-1419C.	X	
11	Cantex poly plugs or other City approved industry standard cap shall be used to cover the end of conduits. Duct Tape is not allowed.	X	
12	**Contractor will place mule tape in bore pipe, and upon request by BEUD.**	X	
13	Contractor shall refer to BEUD Specification Sec. 7.10.12 for ROW (Right of Way) Permit when boring in City of Bentonville ROW. BEUD Specifications can be found on the City of Bentonville website or may be requested.	X	
14	BEUD requires 24 hours' notice for delivery of BEUD supplied materials, when applicable.	X	
15	DS-1403* TRENCH DETAIL IN GREEN SPACE	X	
16	DS-1404* TRENCH DETAIL IN ASPHALT	X	
17	DS-1405* SINGLE PHASE TRANSFORMER SITE REQUIREMENTS	X	
18	DS-1406* SINGLE PHASE TRANSFORMER PAD SMALL THAN 100kVA	X	
19	Ds-1407* single phase transformer pad 100kVA AND LARGER	X	
20	DS-1411* SINGLE PHASE PRIMARY JUNCTION BOX SLEEVE	X	
21	DS-1412* THREE PHASE 200A PRIMARY JUNCTION BOX SLEEVE	X	
22	DS-1413* THREE PHASE 600A PRIMARY JUNCTION BOX SLEEVE	X	
23	DS-1414* SECONDARY JUNTION BOX	X	
24	DS-1414-1* THREE PHASE SECONDARY JUNCTION BOX	X	
25	DS-1419 CONDUIT INSTALLATION DETAILS	X	
26	DS-1420 PADMOUNT SWITCHGEAR VAULT ASSEMBLY	X	
27	DS-1420A PADMOUNT SWITCHGEAR VAULT FOOTER	X	
28	DS-1420B PADMOUNT SWITCHGEAR BOTTOM SLEEVE	X	
29	DS-1420C PADMOUNT SITCHGEAR TOP SLEEVE	X	
30	DS-1608 ADSS FIBER HANDHOLE 30"x48"x36" (FIBER INSTALLATIONS ONLY)	X	
31	DS-1609 ADSS FIBER HANDHOLE 30"x48"x24" (FIBER INSTALLATIONS ONLY)	X	
32	DS-1610 ACTIVE CABINET SLAB (FIBER INSTALLATIONS ONLY)	X	
33	DS-1611 PASSIVE CABINET BASE (FIBER INSTALLATIONS ONLY)	X	
34	DS-1615 FOAM SEALING MAXCELL IN CONDUIT (FIBER INSTALLATIONS ONLY)	X	

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

BID PRICE FORM
IFB-21-22
BORING & TRENCHING SERVICES

Bid prices shall include the total of all costs, including but not limited to: all tax, delivery fees, transportation fees, labor, and materials, equipment and maintenance of the equipment, overhead, profit, insurance,fuel and all other costs to the City of Bentonville, Arkansas.

The City of Bentonville Sales Tax rate is 9.5%; the City of Bentonville is NOT exempt from paying Sales Tax.

Quantities specified are estimates, used for the purpose of calculating a Total Bid Price.

In the event that any two bidders submit the same total bid price, the award will be granted to the most responsible bidder.

The City reserves the right to cancel the solicitation or award at any time in accordance with the City's best interests.

The Bid Award will be based on the lowest and most responsible Total Bid Price, used for comparison purposes only. The awarded Bidder will be compensated only for work completed.

The Bid Award will be based on the pricing submitted by Bidder in the 'TOTAL BID PRICE CALCULATION' Section of the following IFB-21-22 Bid Price Form. The 'Other Services/Miscellaneous Pricing' Section shall not be included in the Total Bid Price; however, this pricing shall dictate the cost for these services as needed throughout the contract term.

There shall be no change in prices bid (including both pricing sections) at any time throughout the initial term of the contract or for any renewal year.

[IFB-21-22 BID PRICE FORM CONTINUES ON THE FOLLOWING PAGE]

IFB-21-22 BID PRICE FORM

Bid prices shall include the total of all costs, including but not limited to: all tax, delivery fees, transportation fees, labor, and materials and all other costs to the City of Bentonville, Arkansas.

The City of Bentonville Sales Tax rate is 9.5%.

The award will be based on the Total Bid Price, calculated from the 'Total Bid Price Calculation Section'. The Total Bid Price will be used for comparison purposes only. The awarded Bidder will be compensated only for work completed.

Quantities specified are estimates, used for the purpose of calculating a Total Bid Price.

In the event that any two bidders submit the same total bid price, the award will be granted to the most responsible bidder as determined by the City in the bid evaluation process.

Other Services/Miscellaneous Pricing Section

The pricing in this section shall specify the contract pricing for other services and miscellaneous items related to the boring and trenching services, as needed, throughout the term of the awarded contract.

This section is not included in the calculation of the Total Bid Price.

				(When completing, note that * is used for multiplication)			
Line Item	**Item Description**	**Estimated Quantity (A)**	**Unit**	**Price**		**Extended Price**	
	Bore Pit (per vertical FT)			**Dirt (B)**	**Rock (C)**	**Dirt (A*B)**	**Rock (A*C)**
1	Depth more than 8'	1	Vertical Foot	$ 1,500.00	$ 3,000.00	$ 1,500.00	$ 3,000.00
	Micellaneous						
2	2-Man Crew Labor	10	per hour	$ 300.00	$ 300.00	$ 3,000.00	$ 3,000.00
3	Placing SWGR Vaults	10	Each	$ 3,750.00	$ 4,750.00	$ 37,500.00	$ 47,500.00
4	Placing Comcast (fiberglass) JB	10	Each	$ 475.00	$ 575.00	$ 4,750.00	$ 5,750.00
5	Placing Single Phase Transformer Pads	10	Each	$ 350.00	$ 350.00	$ 3,500.00	$ 3,500.00
6	Placing Secondary Pedestals	10	Each	$ 300.00	$ 300.00	$ 3,000.00	$ 3,000.00
7	8" Direction Bore	10	LF	$ 150.00	$ 275.00	$ 1,500.00	$ 2,750.00
8	Mule Tape (only in bore pipe/upon request)	10	LF	$ 2.00	$ 2.00	$ 20.00	$ 20.00
9	Sawcut, Remove/Replace Concrete (4"-6")	10	SF	$ 35.00	$ 35.00	$ 350.00	$ 350.00
10	Sawcut, Remove/Replace Asphalt (2"-3")	10	SF	$ 35.00	$ 35.00	$ 350.00	$ 350.00
11	Place Fiber Optic Handhole 30"x48"36"	10	Each	$ 600.00	$ 750.00	$ 6,000.00	$ 7,500.00
12	Place Fiber Optic Handhole 30"x48"24"	10	Each	$ 525.00	$ 675.00	$ 5,250.00	$ 6,750.00
13	Place Passive Cabinet Base	10	Each	$ 450.00	$ 600.00	$ 4,500.00	$ 6,000.00
14	Pour Active Cabinet Concrete Base	10	Each	$ 1,350.00	$ 1,350.00	$ 13,500.00	$ 13,500.00
15	Place Maxcell (For fiber installs only)	10	LF	$ 5.50	$ 5.50	$ 55.00	$ 55.00
16	Place Tracer Wire (For fiber installs only)	10	LF	$ 2.00	$ 2.00	$ 20.00	$ 20.00

IFB-21-22 BID PRICE FORM

TOTAL BID PRICE CALCUTATION SECTION

The bid award will be based on the pricing included in this 'Total Bid Price Calculation Section', for the primary boring and trenching services. The Total Bid Price will be used for comparison purposes only and is not a guarentee of quantities. The awarded Bidder will be compensated only for work completed.

*(When completing, note that * is used for multiplication)*

Line Item	Item Description	Estimated Quantity (A)	Unit	Price		Extended Price	
	Trenching (per linear FT)			Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)
1	1.5" CIC (Conductor In Conduit provided by BEUD)	10	LF	$ 15.00	$ 28.00	$ 150.00	$ 280.00
2	2"	10	LF	$ 16.50	$ 30.00	$ 165.00	$ 300.00
3	3"	10	LF	$ 25.50	$ 34.00	$ 255.00	$ 340.00
4	4"	10	LF	$ 29.75	$ 38.25	$ 297.50	$ 382.50
5	5"	10	LF	$ 34.00	$ 42.50	$ 340.00	$ 425.00
6	6"	10	LF	$ 38.25	$ 46.75	$ 382.50	$ 467.50
	Trenching Multiple Conduit Installation						
7	1.5" (Conductor In Conduit provided by BEUD)	10	LF	$ 6.00	$ 11.00	$ 60.00	$ 110.00
8	2"	10	LF	$ 8.50	$ 13.50	$ 85.00	$ 135.00
9	3"	10	LF	$ 10.25	$ 15.30	$ 102.50	$ 153.00
10	4"	10	LF	$ 13.60	$ 18.70	$ 136.00	$ 187.00
11	5"	10	LF	$ 17.00	$ 22.25	$ 170.00	$ 222.50
12	6"	10	LF	$ 20.50	$ 25.50	$ 205.00	$ 255.00
	Trenching (w/o Conduit Installation) (per linear FT)						
13	18"x30"	10	LF	$ 15.50	$ 22.25	$ 155.00	$ 222.50
14	18"x52"	10	LF	$ 20.50	$ 25.50	$ 205.00	$ 255.00
	Directional Boring (per linear FT)						
15	1.5" CIC (Conductor In Conduit provided by BEUD)	10	LF	$ 20.00	$ 35.00	$ 200.00	$ 350.00
16	2"	10	LF	$ 24.00	$ 38.00	$ 240.00	$ 380.00
17	3"	10	LF	$ 29.00	$ 39.00	$ 290.00	$ 390.00
18	4"	10	LF	$ 34.00	$ 43.00	$ 340.00	$ 430.00
19	5"	10	LF	$ 35.00	$ 40.00	$ 350.00	$ 400.00
20	6"	10	LF	$ 40.00	$ 55.00	$ 400.00	$ 550.00
	Water Main (per linear FT)						
21	16" (.219 Wall Thickness)	10	LF	$ 170.00	$ 252.00	$ 1,700.00	$ 2,520.00
22	20" (.281 Wall Thickness)	10	LF	$ 180.00	$ 260.00	$ 1,800.00	$ 2,600.00
23	24" (.344 Wall Thickness)	10	LF	$ 185.00	$ 265.00	$ 1,850.00	$ 2,650.00
24	30" (.406 Wall Thickness)	10	LF	$ 190.00	$ 270.00	$ 1,900.00	$ 2,700.00
25	36" (.50 Wall Thickness)	10	LF	$ 195.00	$ 275.00	$ 1,950.00	$ 2,750.00
	Sewer Main (per linear FT)						
26	16" (.219 Wall Thickness)	10	LF	$ 180.00	$ 260.00	$ 1,800.00	$ 2,600.00
27	20" (.281 Wall Thickness)	10	LF	$ 190.00	$ 270.00	$ 1,900.00	$ 2,700.00
28	24" (.344 Wall Thickness)	10	LF	$ 195.00	$ 275.00	$ 1,950.00	$ 2,750.00
29	30" (.406 Wall Thickness)	10	LF	$ 200.00	$ 280.00	$ 2,000.00	$ 2,800.00
30	36" (.50 Wall Thickness)	10	LF	$ 205.00	$ 285.00	$ 2,050.00	$ 2,850.00

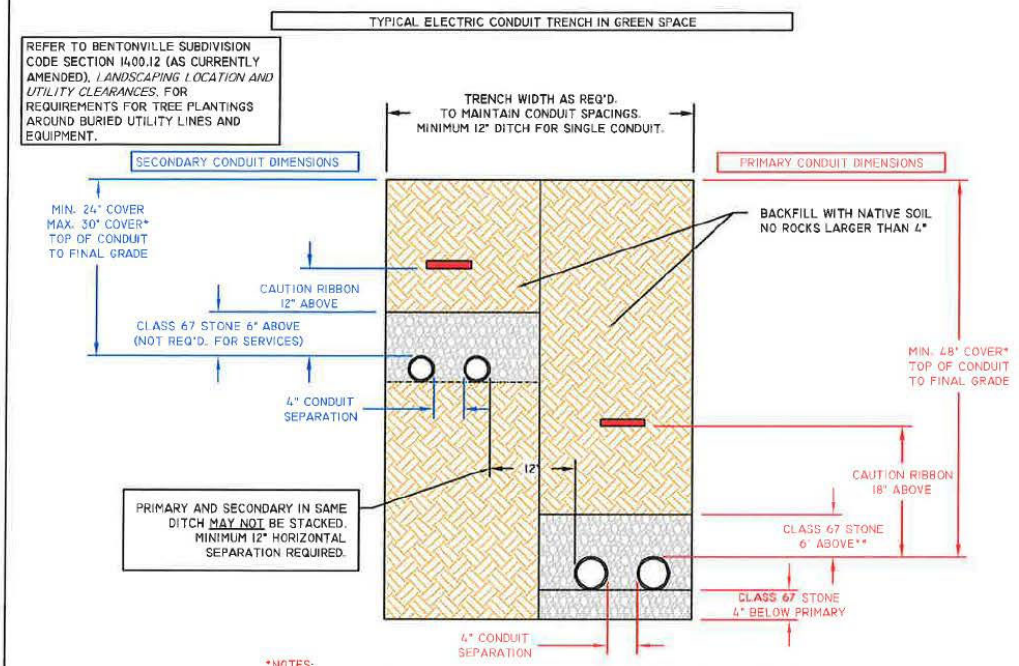
TOTAL BID PRICE CALCULATION

DIRT - Subtotal of Extended	$ 23,428.50	$_____
ROCK - Subtotal of Extended	$_____	$ 33,155.00
TOTAL BID PRICE: $_____**56,583.50**_____		
(SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS		

APPENDIX A
BEUD Detail Pages – Specifications

TYPICAL ELECTRIC CONDUIT TRENCH IN GREEN SPACE

REFER TO BENTONVILLE SUBDIVISION CODE SECTION 1400.12 (AS CURRENTLY AMENDED), *LANDSCAPING LOCATION AND UTILITY CLEARANCES*, FOR REQUIREMENTS FOR TREE PLANTINGS AROUND BURIED UTILITY LINES AND EQUIPMENT.

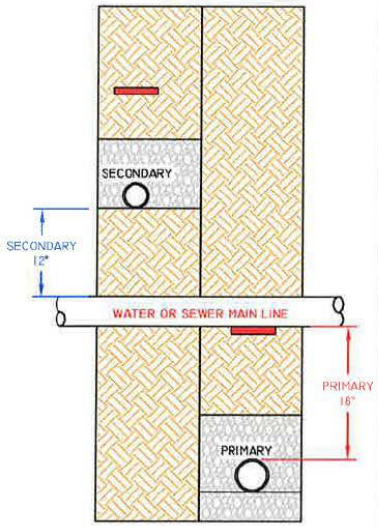


*NOTES:

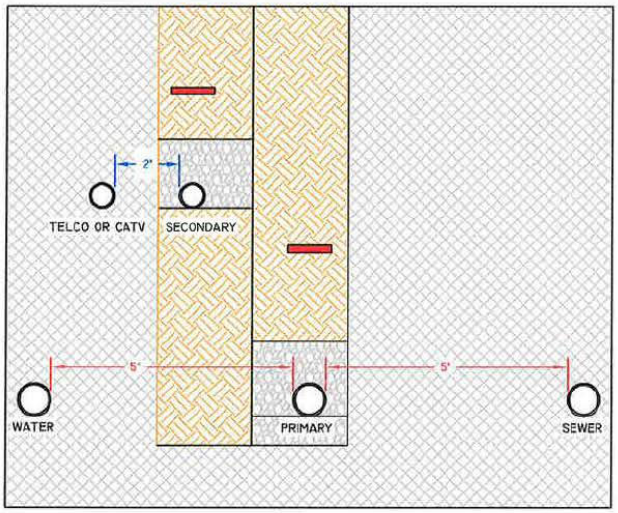
* ANY VARIANCE IN CONDUIT DEPTH FROM GIVEN DIMENSIONS MUST BE APPROVED BY BEUD.

** 18" OF CLASS 67 STONE MAY BE USED BETWEEN TOP OF PRIMARY CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL. SB-2 IS NOT ALLOWED.

VERTICAL SEPARATION BETWEEN ELECTRIC CONDUITS CROSSING WATER OR SEWER MAIN LINE



HORIZONTAL SEPARATION FOR ELECTRIC CONDUITS RUNNING PARALLEL TO OTHER UTILITIES



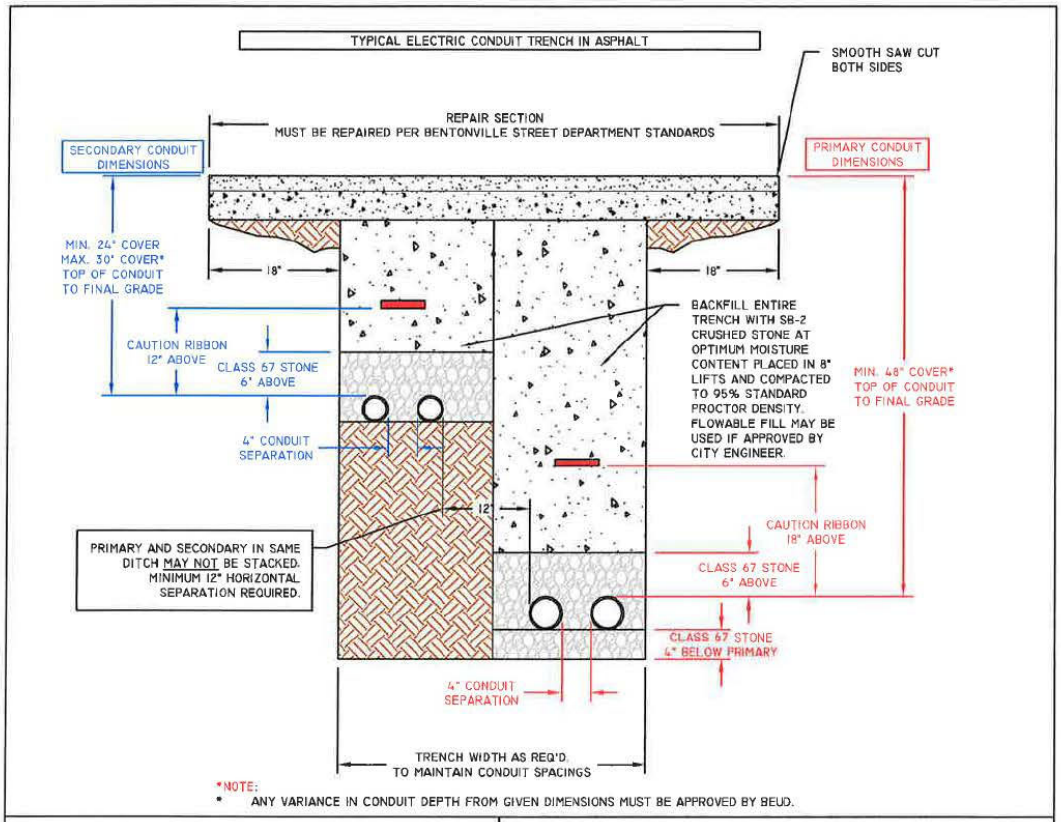
BEUD CLEARANCE FROM CONDUIT TO GAS LINES IS MINIMUM 12". CONTACT BLACK HILLS ENERGY TO DETERMINE IF THERE ARE MORE STRINGENT CLEARANCE REQUIREMENTS BASED ON THE TYPE OF GAS LINE.

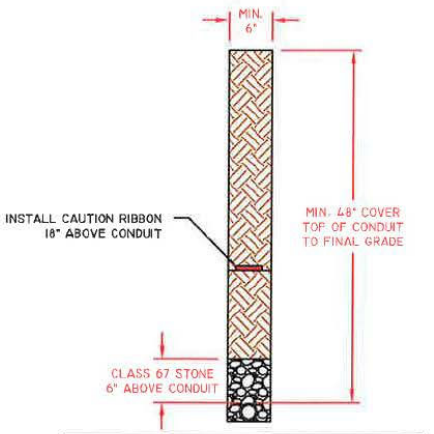
THE CITY OF BENTONVILLE

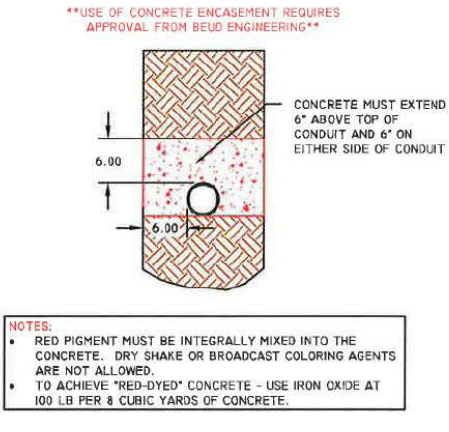
ELECTRIC TRENCH DETAILS SHEET 1

REV 4 - 2019

DS-1403*





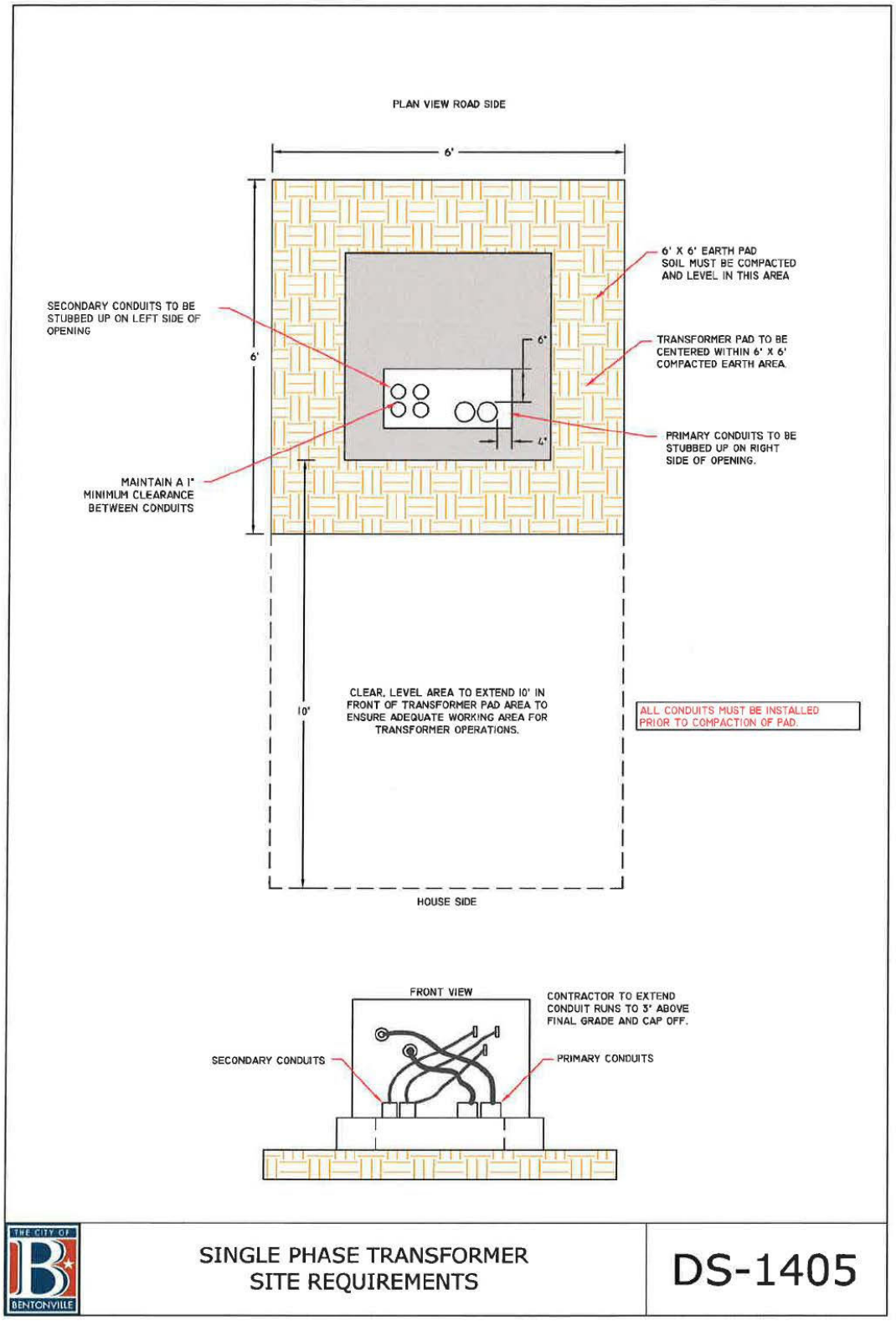


THE CITY OF BENTONVILLE

ELECTRIC TRENCH DETAILS SHEET 2

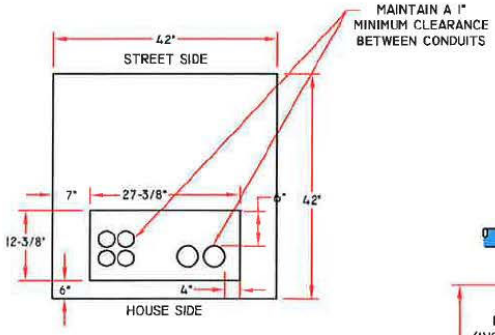
REV 4 - 2019

DS-1404*

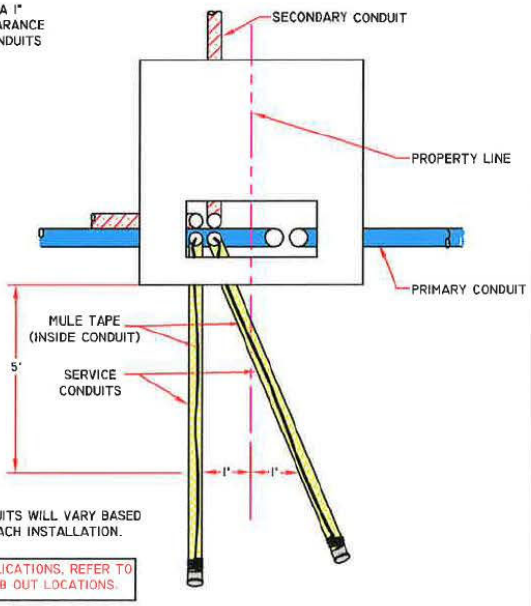

PLAN VIEW ROAD SIDE
6'
6'
6' X 6' EARTH PAD
SOIL MUST BE COMPACTED
AND LEVEL IN THIS AREA
SECONDARY CONDUITS TO BE
STUBBED UP ON LEFT SIDE OF
OPENING
6"
TRANSFORMER PAD TO BE
CENTERED WITHIN 6' X 6'
COMPACTED EARTH AREA.
4"
PRIMARY CONDUITS TO BE
STUBBED UP ON RIGHT
SIDE OF OPENING.
MAINTAIN A 1"
MINIMUM CLEARANCE
BETWEEN CONDUITS
10'
CLEAR, LEVEL AREA TO EXTEND 10' IN
FRONT OF TRANSFORMER PAD AREA TO
ENSURE ADEQUATE WORKING AREA FOR
TRANSFORMER OPERATIONS.
ALL CONDUITS MUST BE INSTALLED
PRIOR TO COMPACTION OF PAD.
HOUSE SIDE
FRONT VIEW
CONTRACTOR TO EXTEND
CONDUIT RUNS TO 3' ABOVE
FINAL GRADE AND CAP OFF.
SECONDARY CONDUITS
PRIMARY CONDUITS
THE CITY OF
BENTONVILLE
SINGLE PHASE TRANSFORMER
SITE REQUIREMENTS
DS-1405

FOR CT APPLICATIONS, A MAXIMUM OF FOUR (4) CONDUITS ALLOWED UNLESS APPROVED BY BEUD.

PLAN VIEW - PAD DIMENSIONS

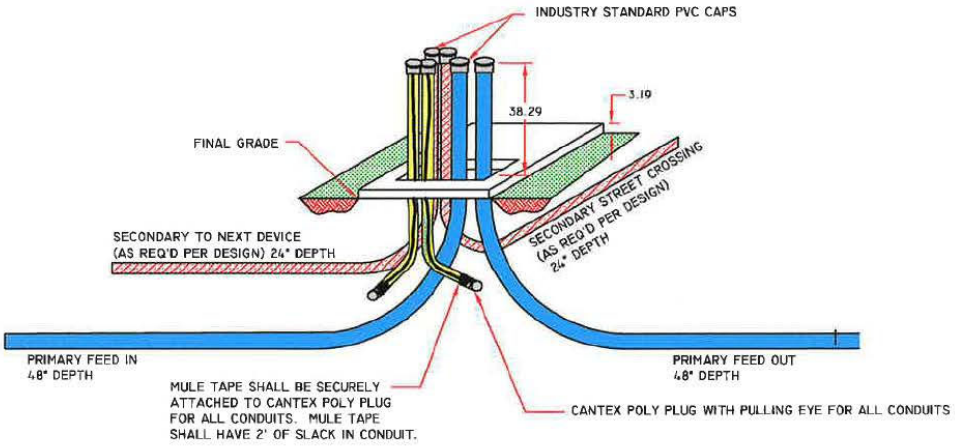


PLAN VIEW - CONDUIT LAYOUT



ACTUAL NUMBER OF CONDUITS WILL VARY BASED ON BEUD DESIGN FOR EACH INSTALLATION.

FOR ZERO LOT LINE APPLICATIONS, REFER TO BEUD LAYOUT FOR STUB OUT LOCATIONS.



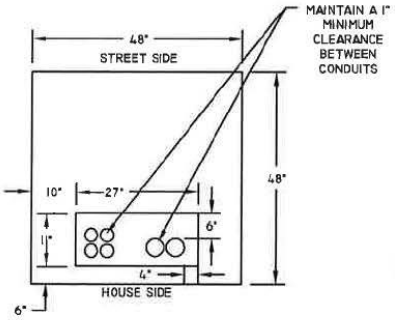
THE CITY OF BENTONVILLE

SINGLE PHASE TRANSFORMER PAD
SMALLER THAN 100 kVA

DS-1406

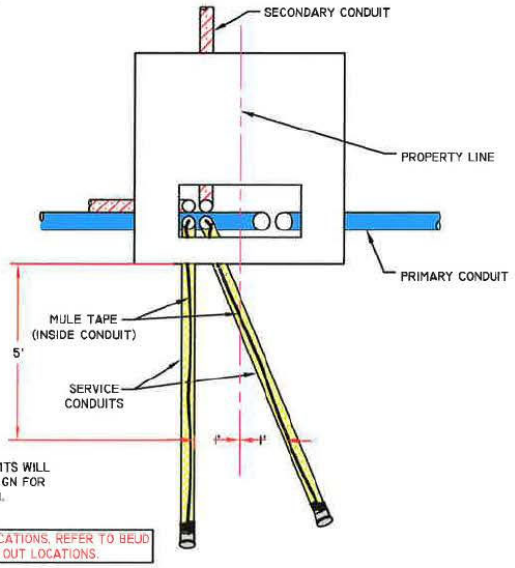
FOR CT APPLICATIONS, A MAXIMUM OF FOUR (4) CONDUITS ALLOWED UNLESS APPROVED BY BEUD.

PLAN VIEW - PAD DIMENSIONS



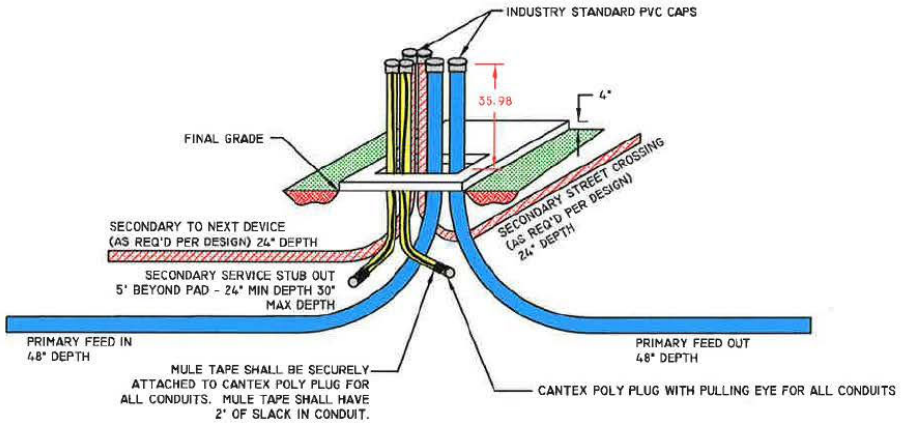
AT 5' OFF TRANSFORMER PAD, CONDUITS SHALL BE 1' PROPERTY LINE

PLAN VIEW - CONDUIT LAYOUT



ACTUAL NUMBER OF CONDUITS WILL VARY BASED ON BEUD DESIGN FOR EACH INSTALLATION.

FOR ZERO LOT LINE APPLICATIONS, REFER TO BEUD LAYOUT FOR STUB OUT LOCATIONS.

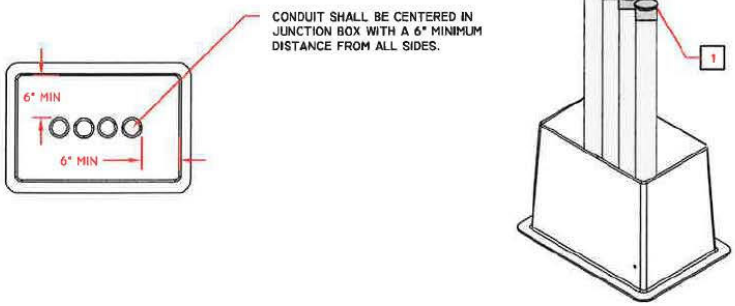


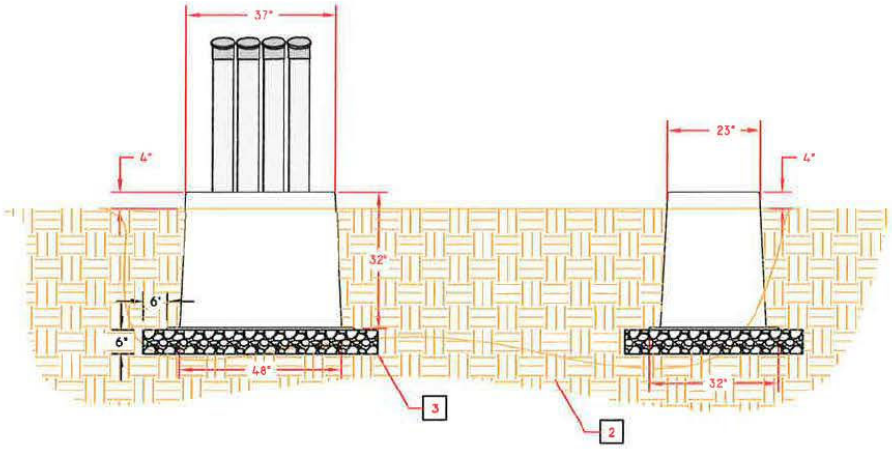
THE CITY OF BENTONVILLE

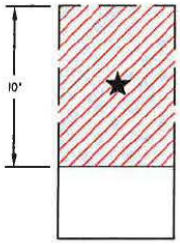
SINGLE PHASE TRANSFORMER PAD
100 kVA AND LARGER

DS-1407

MAP SYMBOL







NOTES:

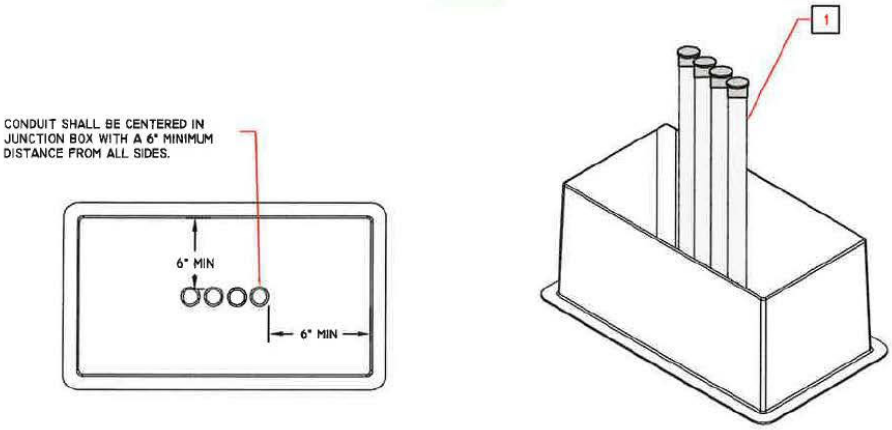
1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3" ABOVE TOP OF SLEEVE.
2. SOIL BELOW SLEEVE SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
5. 10' CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. NO OBSTRUCTIONS.

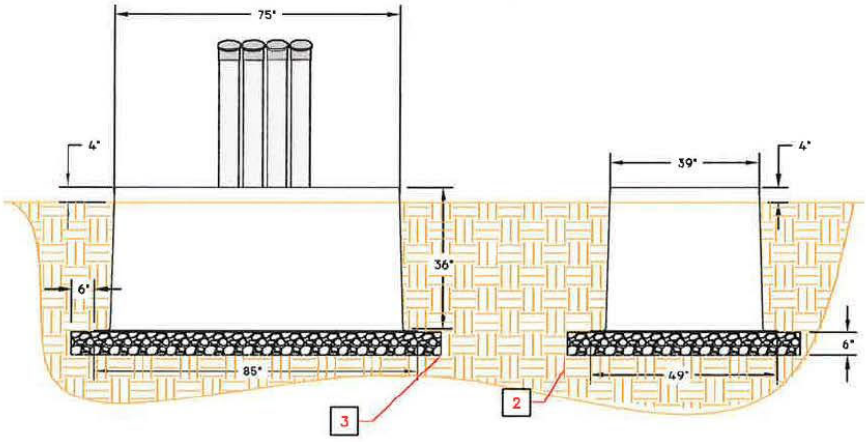
THE CITY OF BENTONVILLE

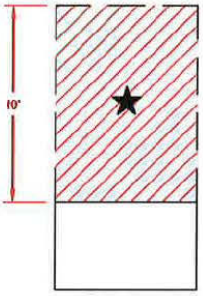
SINGLE PHASE PRIMARY JUNCTION BOX SLEEVE

DS-1411

MAP SYMBOL 3Ø







NOTES:

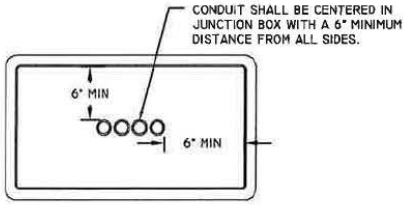
1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3' ABOVE TOP OF SLEEVE.
2. SOIL BELOW SLEEVE SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
5. 10' CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. NO OBSTRUCTIONS.

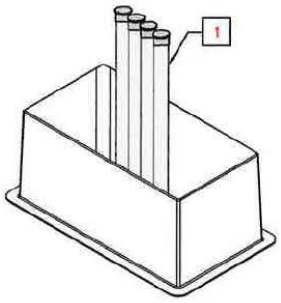
THE CITY OF BENTONVILLE

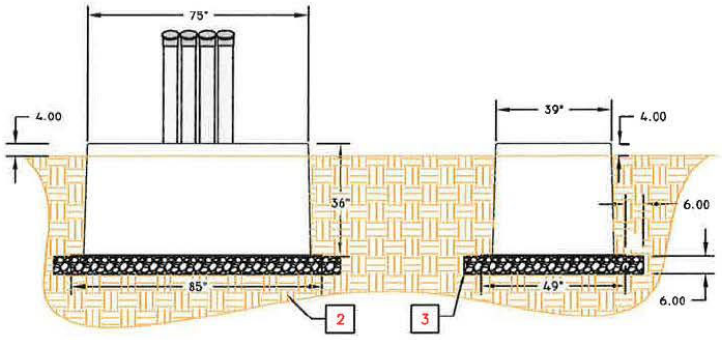
THREE PHASE 200A PRIMARY JUNCTION BOX SLEEVE

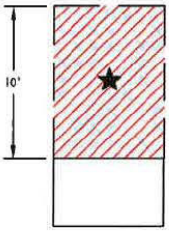
DS-1412

MAP SYMBOL 3Ø









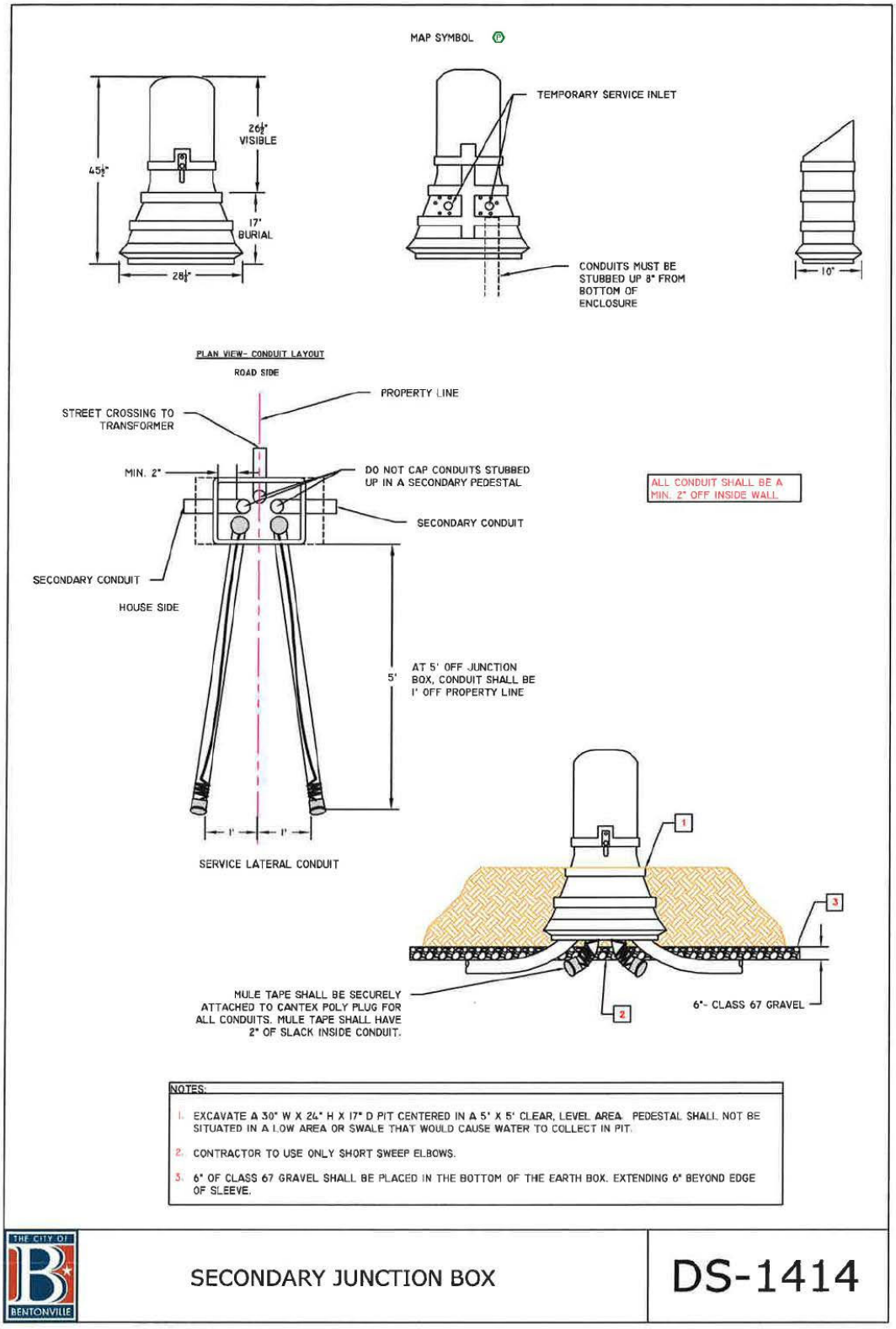
NOTES:

1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3' TOP OF SLEEVE.
2. SOIL BELOW SLEEVE SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
5. 10' CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. NO OBSTRUCTIONS.

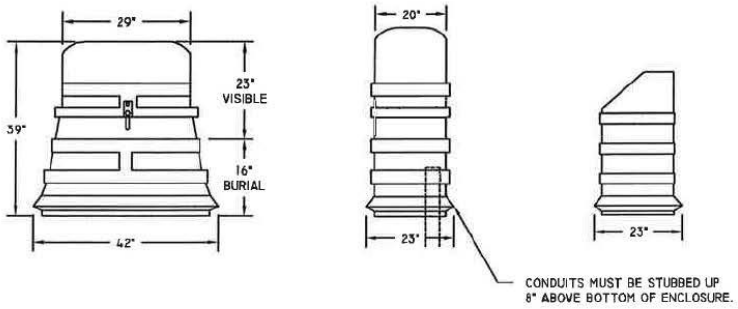
THE CITY OF BENTONVILLE

THREE PHASE 600A PRIMARY JUNCTION BOX SLEEVE

DS-1413

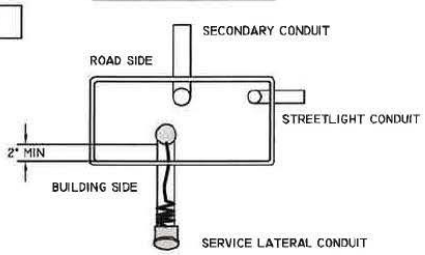

MAP SYMBOL
45½"
26½" VISIBLE
17" BURIAL
28½"
TEMPORARY SERVICE INLET
CONDUITS MUST BE STUBBED UP 8" FROM BOTTOM OF ENCLOSURE
10"
PLAN VIEW- CONDUIT LAYOUT
ROAD SIDE
PROPERTY LINE
STREET CROSSING TO TRANSFORMER
MIN. 2"
DO NOT CAP CONDUITS STUBBED UP IN A SECONDARY PEDESTAL
SECONDARY CONDUIT
SECONDARY CONDUIT
HOUSE SIDE
5'
AT 5' OFF JUNCTION BOX, CONDUIT SHALL BE 1' OFF PROPERTY LINE
1'
1'
SERVICE LATERAL CONDUIT
ALL CONDUIT SHALL BE A MIN. 2" OFF INSIDE WALL
1
2
3
MULE TAPE SHALL BE SECURELY ATTACHED TO CANTEX POLY PLUG FOR ALL CONDUITS. MULE TAPE SHALL HAVE 2" OF SLACK INSIDE CONDUIT.
6"- CLASS 67 GRAVEL
NOTES:
1. EXCAVATE A 30" W X 24" H X 17" D PIT CENTERED IN A 5' X 5' CLEAR, LEVEL AREA. PEDESTAL SHALL NOT BE SITUATED IN A LOW AREA OR SWALE THAT WOULD CAUSE WATER TO COLLECT IN PIT.
2. CONTRACTOR TO USE ONLY SHORT SWEEP ELBOWS.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX. EXTENDING 6" BEYOND EDGE OF SLEEVE.
THE CITY OF BENTONVILLE
SECONDARY JUNCTION BOX
DS-1414

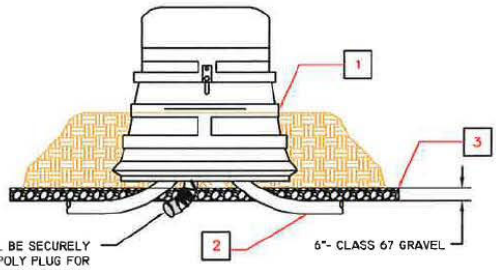
MAP SYMBOL (30)



PLAN VIEW - CONDUIT LAYOUT

ALL CONDUIT SHALL BE A MIN. 2" OFF INSIDE WALL





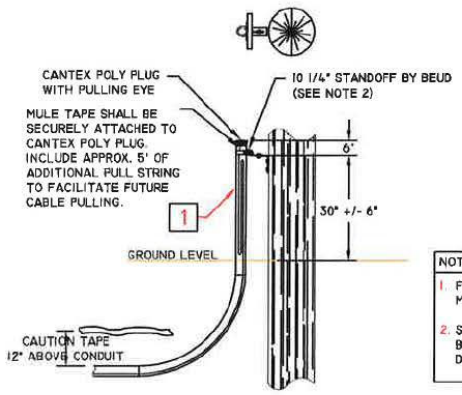
MULE TAPE SHALL BE SECURELY ATTACHED TO CANTEX POLY PLUG FOR ALL CONDUITS. MULE TAPE SHALL HAVE 2' OF SLACK INSIDE CONDUIT.

NOTES:

1. EXCAVATE A 44" W X 48" H X 17" D PIT CENTERED IN A 7' X 7' CLEAR, LEVEL AREA. PEDESTAL SHALL NOT BE SITUATED IN A LOW AREA OR SWALE THAT WOULD CAUSE WATER TO COLLECT IN PIT.
2. CONTRACTOR TO USE ONLY SHORT SWEEP ELBOWS.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.

THE CITY OF BENTONVILLE	THREE PHASE SECONDARY JUNCTION BOX	DS-1414-1

DS-1419A - CONDUIT STANDOFF



ELBOW SIZE

CONDUIT SIZE	PRIMARY	SECONDARY	SERVICE
2"	N/A	9.5"	9.5"
3"	48"	13"	13"
4"	48"	16"	16"
5"	60"	N/A	N/A
6"	60"	N/A	N/A

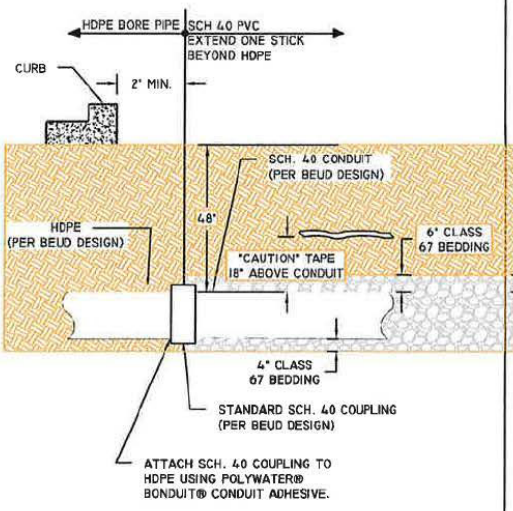
NOTES:

1. FOR 200A SERVICE, MIN. 3" CONDUIT REQUIRED. FOR 400A SERVICE MIN. 4" CONDUIT REQUIRED.
2. STAND-OFF WILL BE SUPPLIED AND INSTALLED BY CITY OF BENTONVILLE ELECTRIC DEPARTMENT. CALL 479-271-3155 PRIOR TO DIGGING TO CONFIRM CORRECT POLE AND STAND-OFF LOCATION.

DS-1419B - HDPE BORE PIPE TO PVC SCHEDULE 40 CONDUIT

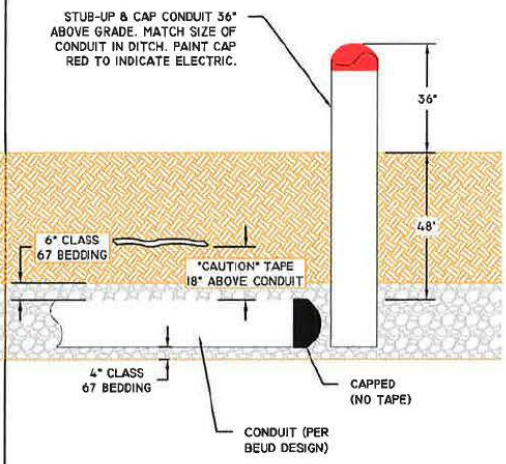
CONTRACTOR TO INSTALL ONE STICK SCH 40 PVC WHEN INSTALLING HDPE BORE PIPE.

18" OF CLASS 67 GRAVEL MAY BE USED BETWEEN TOP OF CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL.



DS-1419C - CONDUIT STUB-UP

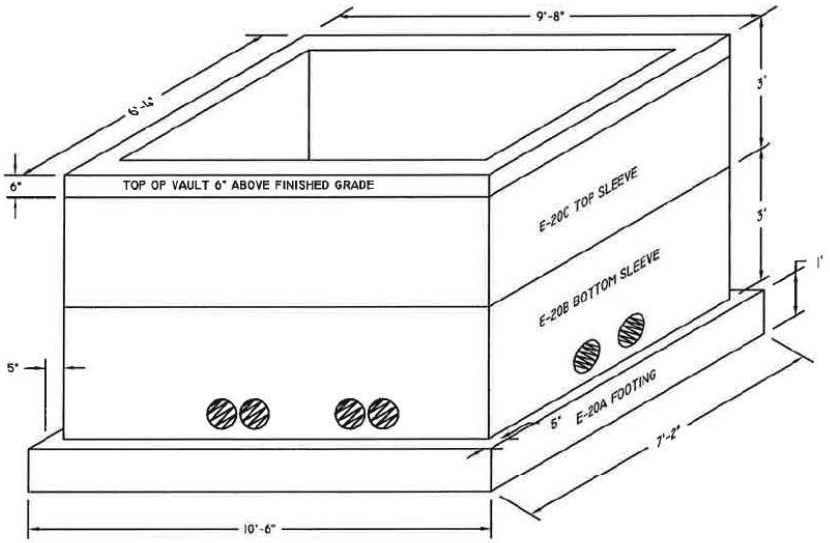
18" OF CLASS 67 GRAVEL MAY BE USED BETWEEN TOP OF CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL.

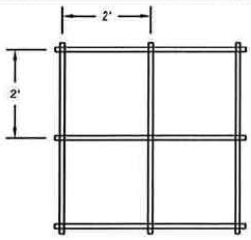


THE CITY OF BENTONVILLE

CONDUIT INSTALLATION DETAILS

DS-1419

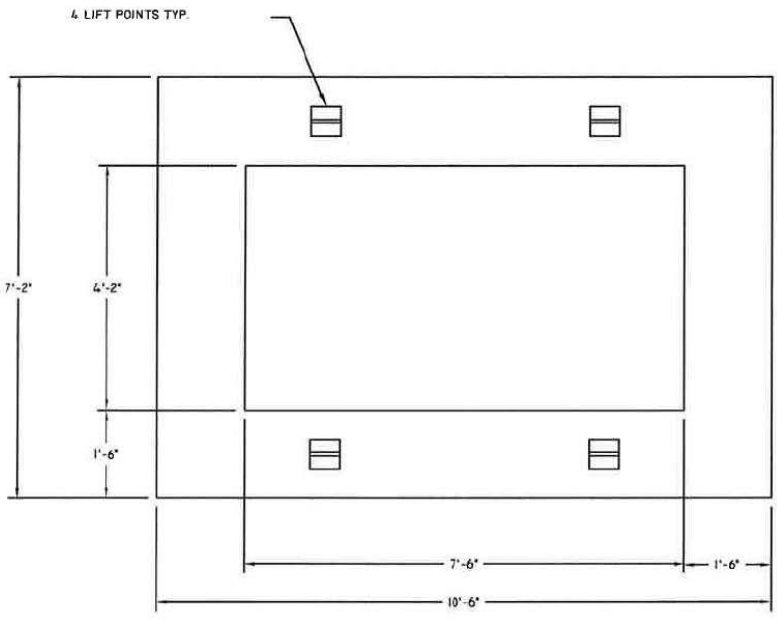




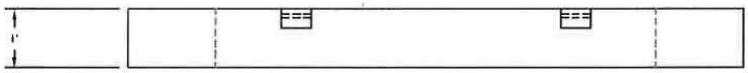
STEEL REINFORCING GRID REQUIRED USING
#4 REBAR AT 12" O.C. THROUGHOUT

CONTRACTOR SHALL COVER EACH UNUSED
HOLES INDIVIDUALLY. NO GLUE SHALL BE USED.

THE CITY OF BENTONVILLE	PADMOUNT SWITCHGEAR VAULT ASSEMBLY	DS-1420



TOP VIEW

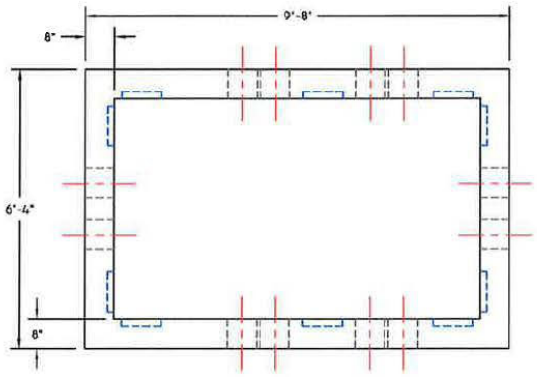


FRONT VIEW

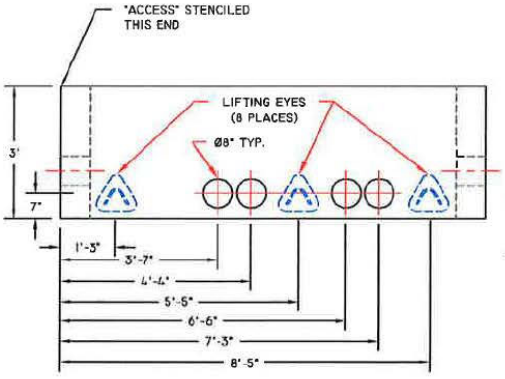
NOTE: CLASS 67 STONE MUST NOT BE INSTALLED ANY HIGHER THAN 2" FROM TOP OF FOOTING.

FOOTER WEIGHT: 3,200 LBS

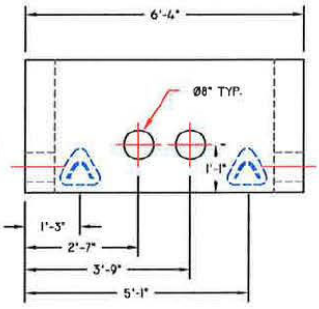
THE CITY OF BENTONVILLE	PADMOUNT SWITCHGEAR VAULT FOOTER	DS-1420A



TOP VIEW



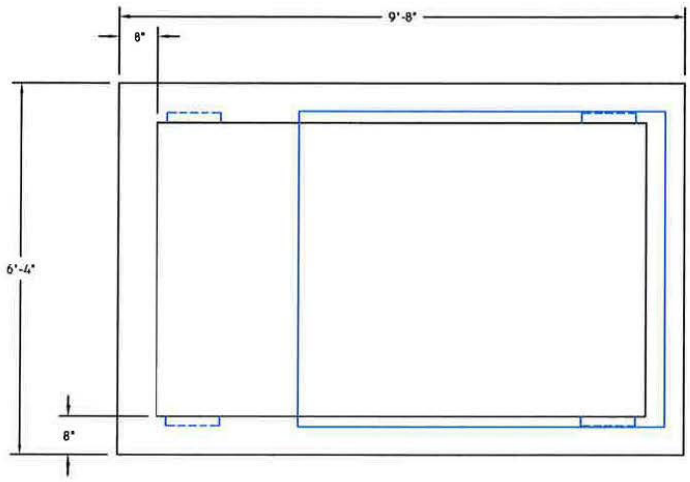
FRONT VIEW



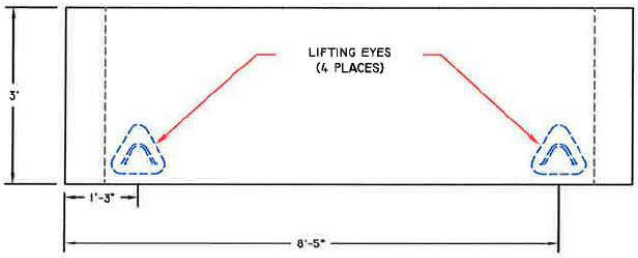
SIDE VIEW

WT: 8,900 LBS

THE CITY OF BENTONVILLE	PADMOUNT SWITCHGEAR BOTTOM SLEEVE	DS-1420B



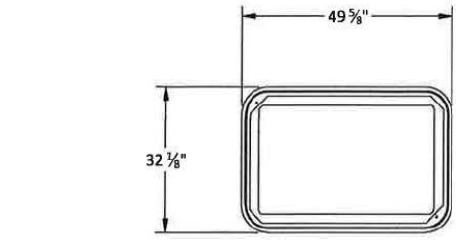
TOP VIEW

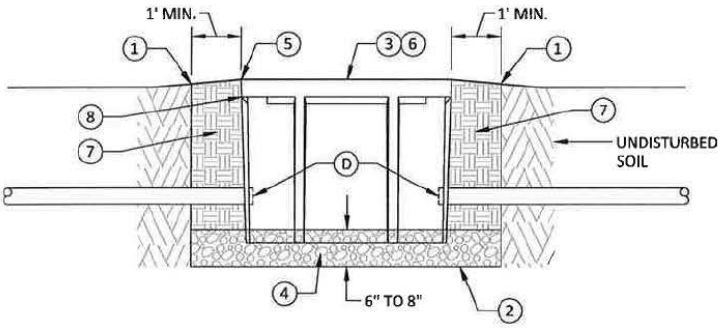


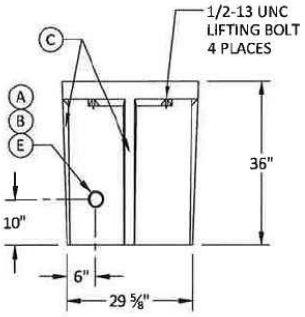
FRONT VIEW

TOP SLEEVE WEIGHT: 9,200 LBS

THE CITY OF BENTONVILLE	PADMOUNT SWITCHGEAR TOP SLEEVE	DS-1420C







NOTE: TYPICAL HOLE PLACEMENT.
SEE DESIGN PRINTS FOR EXACT DRILLING LOCATIONS.

HOLE CUTTING IN QUAZITE HANDHOLE PROCEDURE	
KEY #	**DESCRIPTION**
(A)	DRILL A 7/8" PILOT HOLE WITH A CARBIDE TIPPED MASONRY DRILL.
(B)	DRILL HOLE USING A DIAMOND TIPPED MASONRY HOLE SAW SIZED TO ACCOMMODATE SPECIFIED CONDUIT. ESTIMATED DRILLING TIME IS 1 - 1.5 MINUTES.
(C)	HOLES SHALL NEVER BE DRILLED INTO A STRUCTURAL REINFORCING RIB.
(D)	EXTEND CONDUIT THROUGH HOLE LEAVING 1" EXPOSED IN HANDHOLE.
(E)	FILL VOID AROUND CONDUIT WITH HYDRAULIC CEMENT TO AVOID WATER INFILTRATION.

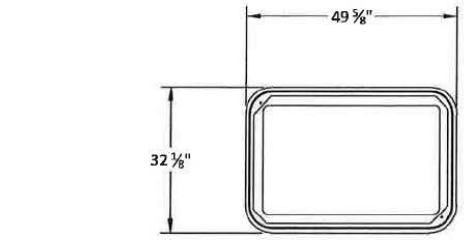
QUAZITE HANDHOLE INSTALLATION PROCEDURE	
KEY #	**DESCRIPTION**
(1)	EXCAVATE HOLE 1'-2' LONGER AND WIDER THAN HANDHOLE AND 6"-8" DEEPER THAN HANDHOLE.
(2)	ENSURE THAT FLOOR OF EXCAVATED HOLE IS LEVEL.
(3)	LIFT HANDHOLE AND PLACE IN CENTER OF HOLE.
(4)	PLACE CLASS 67 GRAVEL IN THE HANDHOLE AND AROUND SIDES.
(5)	LIFT HANDHOLE A FEW INCHES ABOVE NATURAL GRADE TO ALLOW WATER TO RUN AWAY FROM HANDHOLE.
(6)	CHECK THE ELEVATION OF THE HANDHOLE AND ADJUST AS NECESSARY TO ENSURE HANDHOLE IS LEVEL.
(7)	PLACE COVER ON HANDHOLE AND BACKFILL AROUND HANDHOLE WITH NATIVE SOIL FREE FROM ROCKS.
(8)	TAMP BACKFILL IN 6" LIFTS TAKING PRECAUTIONS TO NOT OVER COMPACT SOIL AND DEFORM HANDHOLE SIDES.

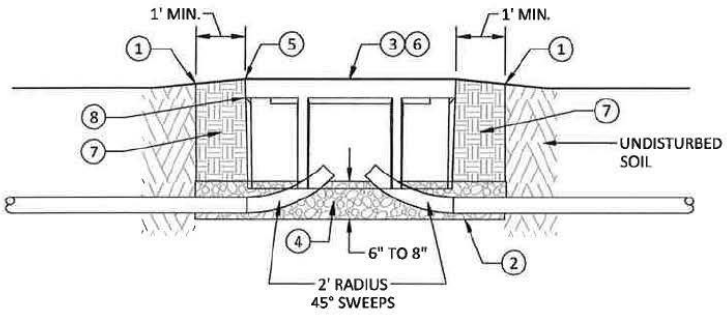
2019

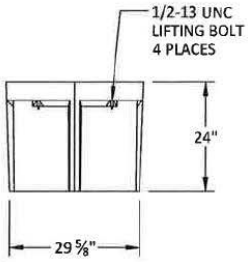
THE CITY OF BENTONVILLE ELECTRIC UTILITIES

FIBER OPTIC HANDHOLE 30" X 48" X 36"

DS-1608







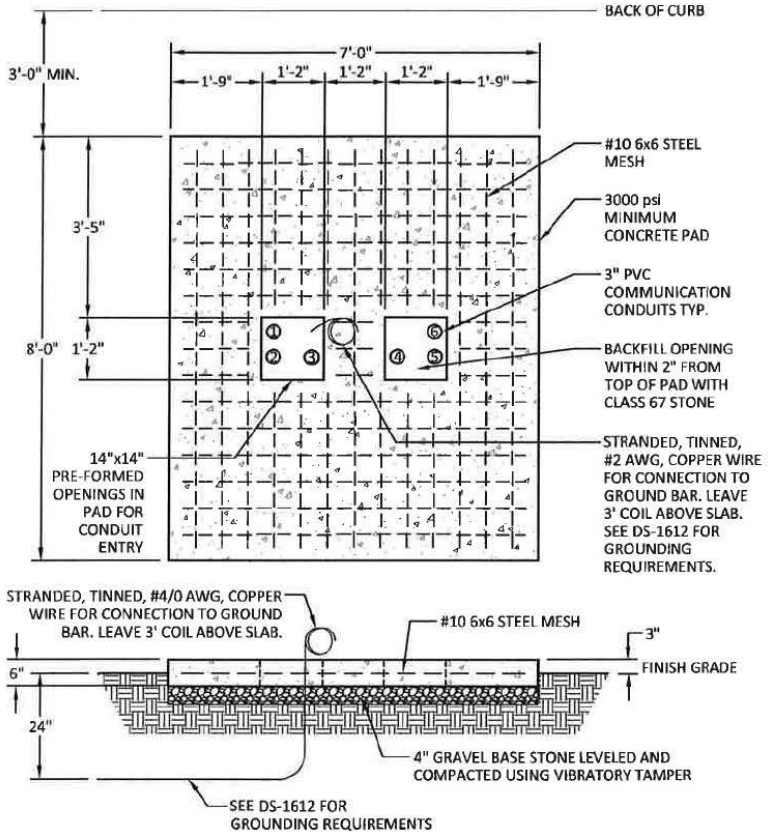
HANDHOLE INSTALLATION PROCEDURE	
KEY #	**DESCRIPTION**
1	EXCAVATE HOLE 1'-2' LONGER AND WIDER THAN HANDHOLE AND 6"-8" DEEPER THAN HANDHOLE.
2	ENSURE THAT FLOOR OF EXCAVATED HOLE IS LEVEL.
3	LIFT HANDHOLE AND PLACE IN CENTER OF HOLE.
4	PLACE CLASS 67 GRAVEL IN THE HANDHOLE AND AROUND SIDES.
5	LIFT HANDHOLE A FEW INCHES ABOVE NATURAL GRADE TO ALLOW WATER TO RUN AWAY FROM HANDHOLE.
6	CHECK THE ELEVATION OF THE HANDHOLE AND ADJUST AS NECESSARY TO ENSURE HANDHOLE IS LEVEL.
7	PLACE COVER ON HANDHOLE AND BACKFILL AROUND HANDHOLE WITH NATIVE SOIL FREE FROM ROCKS.
8	TAMP BACKFILL IN 6" LIFTS TAKING PRECAUTIONS TO NOT OVER COMPACT SOIL AND DEFORM HANDHOLE SIDES.

2019

THE CITY OF BENTONVILLE ELECTRIC UTILITIES

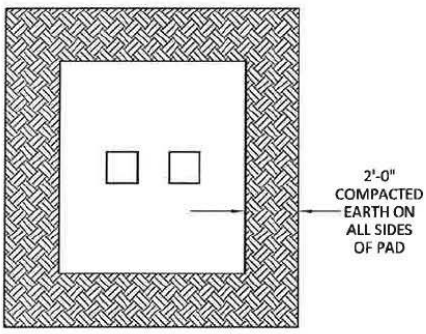
FIBER OPTIC HANDHOLE 30" X 48" X 24"

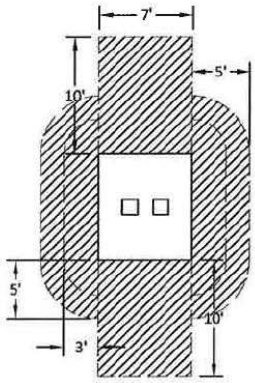
DS-1609



NOTES:
1. IF EQUIPMENT IS LOCATED WITHIN 3' OF BACK CURB, BOLLARDS ARE REQUIRED. SEE PLANS FOR LOCATIONS. SEE DS-1418 FOR BOLLARD DETAIL.
2. ALL CONDUITS SHALL BE INSTALLED PRIOR TO COMPACTION OF PAD.

TYPICAL CONDUIT DESIGNATION
1 = TO CONTROL HOUSE
2 = TO HANDHOLE
3 = TO HANDHOLE
4 = TO HANDHOLE
5 = TO HANDHOLE
6 = SPARE STUB OUT





7' X 10' CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET.
NO OBSTRUCTIONS OR LANDSCAPING

3' NO LANDSCAPING ZONE ON ALL OTHER SIDES OF CABINET.
NO SHRUBS/PLANTS

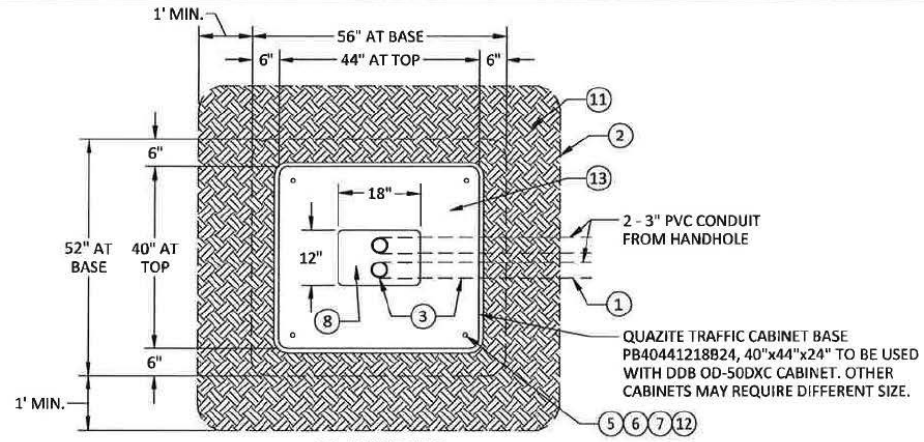
5' NO PERMANENT OBSTRUCTIONS ZONE REQUIRED ON ALL OTHER SIDES OF CABINET.
NO WALLS, FENCES, TREES, ETC.

2019

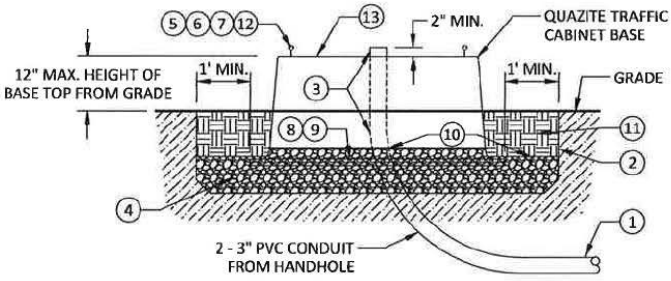
THE CITY OF BENTONVILLE

ACTIVE CABINET CONCRETE PAD

DS-1610



PLAN VIEW



ELEVATION/SECTION VIEW

PASSIVE CABINET QUAZITE BASE INSTALLATION PROCEDURE	
KEY #	**DESCRIPTION**
(1)	DETERMINE CABLE/CONDUIT ENTRY POSITION.
(2)	EXCAVATE HOLE FOR THE BASE. MAKE HOLE 1'-2' LONGER AND WIDER AND APPROXIMATELY 6" DEEPER THAN THE BASE. THE BASE TOP SHOULD EXTEND NO MORE THAN 12" ABOVE GRADE LEVEL.
(3)	INSTALL CONDUIT, 90° BENDS, TO EXTEND AT LEAST 2" ABOVE FINAL GRADE OF THE BASE.
(4)	FILL HOLE WITH CLASS 67 GRAVEL AND COMPACT TO A LEVEL OF 6" DEPTH.
(5)	PUT EYEBOLTS INTO LIFTING INSERTS ON TOP OF THE BASE (4 BOLTS AS SHIPPED WITH THE FOUNDATION BASE).
(6)	ATTACH LIFTING CHAIN OR STRAPS TO BOLTS.
(7)	LIFT AND POSITION BASE INTO HOLE USING A BACKHOE. CHECK PLAN FOR PROPER ORIENTATION OF BOX PAD OR FOUNDATION.
(8)	PLACE CLASS 67 GRAVEL IN THE BASE TO A DEPTH OF APPROXIMATELY 6" TO 8".
(9)	LIFT THE BASE TO PROPER ELEVATION, ALLOWING GRAVEL TO RUN OUT UNDER THE BASE.
(10)	WHEN LOWERING THE BASE IN PLACE, BE SURE THE CONDUIT IS STRAIGHT IN LINE WITH THE OPENING ON TOP SURFACE OF THE BASE. AFTER SETTING THE BASE CHECK FOR ALIGNMENT AND PLUMB. COMPACT THE GRAVEL AROUND BASE.
(11)	BACKFILL EVENLY AROUND THE BASE TO MAINTAIN ALIGNMENT AND PLUMB. TAMP BACKFILL AFTER EACH 4" FILL. FILL 1" TO 2" ABOVE GRADE AND TAMP TO GRADE.
(12)	REMOVE THE BOLTS ONCE THE BASE IS SET TO PROPER ELEVATION.
(13)	SECURE CABINET TO BASE PER CABINET MANUFACTURER'S RECOMMENDATIONS OR PER LOCAL BUILDING CODES.

2019

THE CITY OF BENTONVILLE ELECTRIC UTILITIES	PASSIVE CABINET BASE	DS-1611

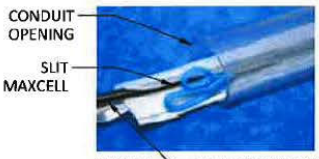
FOAM SEALING MAXCELL IN CONDUIT

WE HAVE ESTABLISHED A BASIC PROCEDURE FOR SEALING WITH FOAM WHERE MAXCELL IS PRESENT. THIS PROCEDURE CAN BE USED FOR CONDUITS WHERE NO CABLES HAVE BEEN PLACED, OR WHERE CABLE IS PRESENT.

NOTE: INSTALLATION PROCEDURES PROVIDED ARE FOR 4" (100 MM) CONDUITS. FOR OTHER SIZE CONDUITS, PLEASE ADJUST ACCORDINGLY

1. FOLD THE MAXCELL BACK INTO THE CONDUIT APPROXIMATELY 7" TO ALLOW FOR BUILDING OF A FRONT AND REAR DAM. (FIG. 1)
2. IF CABLES ARE PRESENT, SLIT THE MAXCELL CHAMBER OR CHAMBERS THAT CONTAIN A CABLE AT LEAST 7" INTO THE CONDUIT. FOLD THE MAXCELL 7" BACK INTO THE CONDUIT. (FIG. 2)
3. PULL TAPES CAN BE LEFT PROTRUDING THROUGH BOTH FOAM DAMS TO THE OUTSIDE TO ALLOW FOR A VISUAL INSPECTION AS TO HOW MANY CELLS ARE LEFT UNOCCUPIED IF DESIRED. (PULL TAPES MAY WICK LIQUID THROUGH THE SEAL)
4. WIPE OUT LOOSE DIRT AND GRIME FROM INSIDE OF DUCT AND FROM CABLE SHEATH.
5. ARRANGE PACKING AROUND ALL EXISTING CABLES. USING A PUSH ROD OR DOWL, PUSH THE PACKING INTO DUCT APPROXIMATELY 6" (FIG. 3). ***IF THERE ARE NO CABLES PRESENT, PUSH INNER PACKING IN ONLY 4"-5".***
6. ENSURE THE PACKING FITS SNUGLY BETWEEN THE CABLE AND THE DUCT. FOR MULTIPLE CABLES, ENSURE THAT ALL GAPS ARE BLOCKED WITH SOME SORT OF PACKING MATERIAL. FOR LARGER CABLES, SUPPORT THE CABLE NEAR THE DUCT OPENING USING A CABLE SPACER TO PROVIDE SUFFICIENT SPACE FOR THE DUCT SEALING FOAM TO EXPAND AROUND THE CABLE.
7. WRAP FRONT PACKING AROUND THE CABLE. PUSH THE PACKING INTO THE DUCT, FLUSH WITH ITS FACE. PACKING PROVIDES A TEMPORARY BARRIER TO HOLD THE COMPOUND IN PLACE WHILE IT IS EXPANDING, AND PREVENT IT FROM MIGRATING DOWN THE DUCT AND INTO THE MAXCELL. LEAVE A SMALL VOID IN THE OUTSIDE PACKING (AT THE TOP OF THE CONDUIT) TO ALLOW FOAM AS IT EXPANDS TO EXPAND TO THE OUTSIDE OF THE CONDUIT
8. INSERT THE NOZZLE OF THE FOAM DISPENSER BETWEEN THE FOAM PACKING AND THE ***TOP*** OF THE DUCT. INJECT FOAM INTO THE CONDUIT. (FIG. 4)
9. IF TOO MUCH FOAM IS ADDED BETWEEN THE PACKING, THE FRONT FOAM DAM MAY TRY TO PUSH OUT, THIS IS NORMAL. DO NOT RESTRICT MOVEMENT OF THE FRONT DAM. THE SEAL PROCEDURE IS COMPLETE. (FIG. 5)

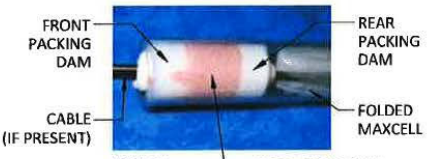
(FIG. 1)



(FIG. 2)

(FIG. 3)

(FIG. 4)



(FIG. 5)

2019

THE CITY OF BENTONVILLE ELECTRIC UTILITIES	FOAM SEALING MAXCELL IN CONDUIT	DS-1615

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 B: 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
Bowser Shattuck	Hunter Banwarth	[redacted]		Bore and install 4" conduit for electric primary
N & J Properties	Norm Banwarth			Bore and install 3" conduit for electric primary
Centerton Utilities	Matt Renick			Bore and install 2" conduit for water service
Jim Daniel	Jim Daniel			Bore and install 2" and 1.25" for electric primary and data
Eric Brewer Trim Carpentry	Eric Brewer			Bore and install 2" conduit for water service

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/7/2021

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 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: Lindsay Owens	
Allison Insurance LLC 603 Southwest Dr Suite A Jonesboro AR 72401	PHONE (A/C, No, Ext): 870-819-3400	FAX (A/C, No):
	E-MAIL ADDRESS: lindsay@thatsallison.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ohio Security Insurance Company	24082
INSURED Calcon, Inc. 10620 AR 72 W Bentonville AR 72712	INSURER B: Evanston Insurance Company	
	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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			BKS60478892	11/1/2020	11/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			BAS60478892	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XOBW8347819	11/1/2020	11/1/2021	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			XWS60478892	11/1/2020	11/1/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Installation Floater Rented/Leased			BKS60478892	11/1/2020	11/1/2021	Limit/ded $1000 Limit/ded $1,000	75,000 25,000

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

CERTIFICATE HOLDER

City of Bentonville
305 SW A Street
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

Seth Allison/ARNOLT [redacted]

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License No. 0180570421 ID #22439

State of Arkansas

Commercial Contractors Licensing Board

CALCON, INC., D/B/A CALCON LA INC
10620 AR 72 W
BENTONVILLE, AR 72712

This is to Certify That CALCON, INC., D/B/A CALCON LA INC

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)

This contractor has an unlimited suggested bid limit.

from June 12, 2020 **until** April 30, 2021 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:

[redacted]

CHAIRMAN

[redacted]

SECRETARY

June 12, 2020 - srg

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Michael A. McDaniel; Richard H. Whitley; Louis G Morgan III; James S. Brown

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $10,000,000.00): $10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: [redacted]

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

[redacted]

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida Peggy Snow My Commission GG 283505 Expires 02/27/2023

[redacted]

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida Peggy Snow My Commission GG 283505 Expires 02/27/2023

[redacted]

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 7 day of April, 2021

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

[redacted]

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2020

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Calcon, Inc., 10620 AR 72 West, Bentonville, AR 72712**

as Principal, hereinafter called the Principal, and **FCCI Insurance Company**

a corporation duly organized under the laws of the State of **Florida**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Bentonville, 117 West Central Ave., Bentonville, AR 72712**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of amount bid**

Dollars($ **5%**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Two Inch or Less Boring and Trenching Services and Street Light Conduit Installation.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **7th** day of **April** , **2021.**

[redacted]

Calco [redacted]

(Principal) (Seal)

Vice President

(Title)

FCCI Insurance Company

(Surety) (Seal)

[redacted]

(Title)

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

[redacted]

Jenna Allen

Michael A. McDaniel, Attorney-in-Fact

Agenda Item Form

Date of City Council Meeting	**5/11/2021**
Department	**Water Resource Recovery Facility - Compost**
Submitted by	**Nancy Busen**
Phone	**(479) 271-6749**

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

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

Bid award IFB-21-19 for purchase of a 2021 John Deere 624P wheel loader as specified, to Stribling Equipment of Springdale, AR for a final amount of $163,774.41. This is bid price minus trade-in for the old loader. The Bentonville Utility Board voted 4-0 to approve this item on April 27, 2021 .

Estimated Cost	**$163,774**
Is this Item Budgeted?	☑ Yes ☐ No

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

MEMO

To: City Council, Mayor Orman

CC: Mike Bender

From: Nancy Busen, Water Resource Recovery Facility

Council Meeting Date: May 11, 2021

Re: **IFB-21-19 Bid Award** of John Deere 544K wheel loader

A Bid award to Stribling for 2021 John Deer 624P John Deer wheel loader as specified, to Stribling Equipment of Springdale Arkansas for the sum of $218,774.41, tax included. The Bentonville Utility Board April 27, 2021 voted 4-0 to approve this item. Total cost to the city after trade-in of surplus 2011 John Deere loader for $55,000 is $163,774.41. This is a 2021 Budgeted item.

Thank you.

CITY OF BENTONVILLE

BID OPENING TABULATION SHEET

IFB-21-19 ONE (1) NEW CURRENT MODEL YEAR JOHN DEERE 624P WHEEL LOADER

MONDAY, APRIL 5, 2021 @ 1:30PM (RE-BID)

BIDDER NAME	TOTAL BID PRICE
STRIBLING EQUIPMENT	$ 218,744.41

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

ONE (1) NEW CURRENT MODEL YEAR JOHN DEERE 624P WHEEL LOADER

Invitation For Bid (IFB)-21-19 (RE-BID)

The City of Bentonville, Arkansas is accepting formal, sealed bids for the one time purchase and delivery of one (1) New Current Model Year John Deere 624P Wheel Loaders, as specified, or equivalent item.

Bidders shall give a trade-in value (a bid) for the City's existing 2011 John Deere 544K 4-Wheel-Drive Loader as part of the IFB-21-19 bid. The awarded Bidder will not be able to take possession of the exiting equipment until the IFB-21-19 new equipment has been delivered and is in the City's possession. Bidders shall note that this trade-in equipment will be in operation/being used until the awarded bidder delivers the new equipment.

The existing unit/trade-in unit may be viewed BY APPOINTMENT ONLY Monday through Friday between the hours of 8:00am-4:00pm at 2000 NW A Street Bentonville, AR 72712. Questions will not be permitted during the viewing and must be submitted via written communication only to purchasing@bentonvillear.com.

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-21-19 held at 2:00pm 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.

WWW.BENTONVILLEAR.COM

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-19 (RE-BID)	**Date of Issuance:**	March 21, 2021
Description:	ONE (1) NEW CURRENT MODEL YEAR JOHN DEERE 624P WHEEL LOADER		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
Pre-Bid Meeting Information:	NO PRE-BID MEETING IS SCHEDULED FOR THIS SOLICITATION.		
Bid Bond Requirement:	BID BOND NOT REQUIRED FOR THIS SOLICITATION		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**APRIL 5, 2021 AT 2:00 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Temporary Bid Opening Room – 1st Floor – Room A103 (located directly to the left when entering the building) 1000 SW A Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712
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: Stribling Equipment **Phone Number:** (479)756-9779

Business Address (Full Street/City/State/Zip): 3838 Wagon Wheel Road, Springdale,AR,72762

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

Name of Contact Person: Les Riddle **Email:** les.riddle@striblingequipment.co

Signature of Authorized Person: [redacted] **Date:** 03/23/2021

Printed or Typed Name: Les Riddle **Title:** Territory Manager

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

Sales or Use Tax ID Number: 00312334-SLS

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

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!IMPORTANT! THE PURCHASING OFFICE HAS MOVED!

The City of Bentonville Purchasing Office has moved to:

City of Bentonville
2ND FLOOR
Administrative Services Building
1000 SW 14th Street
Bentonville, AR 72712

INTENT

The intent of this Invitation for Bid is for the purchase and delivery of one (1) New Current Model Year John Deere 624P Wheel Loader, as specified, or equivalent item, for the City of Bentonville Water Resource Recovery Facility.

Bidders shall give a trade-in value (a bid) for the City's existing 2011 John Deere 544K 4-Wheel-Drive Loader as part of the IFB-21-19 bid. The awarded Bidder will not be able to take possession of the exiting equipment until the IFB-21-19 new equipment has been delivered and is in the City's possession. Bidders shall note that this trade-in equipment will be in operation/being used until the awarded bidder delivers the new equipment.

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/PURCHASE ORDER

The City will issue a Purchase Order for the one-time purchase and delivery of one (1) New Current Model Year John Deere 624P Wheel Loader, as specified, or equivalent item.

SCOPE

The one-time purchase and delivery of one (1) New Current Model Year John Deere 624P Wheel Loader, as specified, or equivalent item.

MULTIPLE BID SUBMISSIONS

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

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.

FREEDOM OF INFORMATION ACT (FOIA)

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

CITY'S RIGHT TO INSPECT AND TEST EQUIPMENT

The City reserves the right to inspect and test all equipment at a pre-determined and mutually agreed upon location and to reject a Bid Submission due to improper or inadequate equipment prior to issuing the Notice of Award or signing any purchase documents.

COMPLIANCE

1. All equipment components will comply with all Federal, State and Local laws, ordinances, codes and regulations.
2. The awarded Bidder will be responsible for ensuring that all items meet the specifications listed herein, in addition to all industry standard specifications which may not be known to the City, before delivery to the City.

WARRANTY

The awarded bidder shall provide a written comprehensive warranty for the equipment for a minimum three years or three thousand miles.

TRAINING

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

PATENTS

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

MANUALS/DOCUMENTS

The awarded Bidder shall furnish to the City all equipment manuals, including but not limited to all operational and instructional manuals, warranty documents, and all other equipment documents.

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as refers thereto, it is intended to convey to the Bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to

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

DELIVERY

Delivery shall be made to the City of Bentonville Water Resource Recovery Facility, Compost Facility, located at 2000 NW "A" Street Bentonville, AR 72712. Delivery shall be made Monday-Friday between 8:00am and 4:00pm and shall be schedule at least one (1) week in advance with the City.

At time of delivery, the awarded Bidder shall pick-up the City's trade-in, but only after the City tests the delivered equipment to ensure it is operational.

The City of Bentonville requests delivery within sixty (60) days after receipt of the City's Purchase Order. If this delivery schedule cannot be met, Bidder must state the number of calendar days required to place the equipment in the City's designated location. Failure to state a delivery time obligates the Bidder to complete delivery within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City.

Delivery: 60 days after receipt of Purchase Order.

INVOICING

Bidder shall provide an invoice to the City for the equipment. If Bidder requests payment at time of delivery, Bidder shall submit an invoice to the City no less than seven (7) days prior to delivery for a check to be made available at time of delivery.,

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

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

PAYMENT TERMS

☑ Net 30 days ☐ Other: _____

EQUIPMENT TRADE-IN

Bidders shall give a trade-in value (a bid) for the City's existing 2011 John Deere 544K 4-Wheel-Drive Loader as part of the IFB-21-19 bid. The awarded Bidder will not be able to take possession of the exiting equipment until the IFB-21-19 new equipment has been delivered and is in the City's possession and has been verified by the City to be operational within specifications. Bidders shall note that this trade-in equipment will be in operation/being used until the awarded bidder delivers the new equipment.

The trade-in equipment shall be purchased by the awarded Bidders as-is, where-is, and the awarded Bidder shall agree and understand that the City issues no warranty or guarantee for its operation, Bidder's intended use, mechanical components, or any other component of the equipment.

Due to the trade-in equipment being in operation until the time the new equipment is delivered, Bidder shall agree and understand that the trade-in equipment may not be in the same condition or have the same amount of hours, or other wear and tear, as when Bidder may have inspected the equipment in the preparation of their Bid.

At no point shall there be any deductions made to the awarded Bidders bid for the trade-in equipment.

The existing equipment/trade-in equipment may be viewed BY APPOINTMENT ONLY Monday through Friday between the hours of 8:00am-4:00pm at 2000 NW A Street Bentonville, AR 72712. Questions will not be permitted during the viewing and must be submitted via written communication only to purchasing@bentonvillear.com.

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

_X_ Yes _____No

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: Stribling Equipment

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

Immediate Relation includes:

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

_____

_____

_____

_____

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

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 DEPARTMENT

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without written approval of the Assistant Finance Director of the City.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.

14. **VARIATIONS OF SPECIFICATIONS**: For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.

15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

16. **ECO-FRIENDLY (GREEN) PRODUCTS**: The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.

17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company

checks are not acceptable The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds $35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**

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

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

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every Friday.

38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

39. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
    10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

40. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Office at (479) 271-3115.

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 following specifications. Bidder must also provide additional information where indicated.

It shall be the Bidder's responsibility to provide additional information to the City for consideration of any equivalent/alternate items being proposed.

Specification	As Specified (Bidder must indicate "As Specified" by placing an "X" in this column.	Equivalent/Alternate Item Specified (Bidder must indicate "Equivalent/Alternate Item" by placing an "X" in this column").
Engine		
Six Cylinder, turbocharged, charge air cooled diesel engine and shall be designed and built by the manufacturer	X	
Engine shall be certified to EPA Final Tier 4/EU Stage IV	X	
Engine shall have a wet-sleeve cylinder liner design for improved cylinder cooling over dry sleeve and cast-in-bore design for improved cylinder and piston ring durability.	X	
Engine displacement shall be no less than 6.8 liters (414 cu. in.)	X	
Engine net peak power shall be no less than 192 hp (143 kW) @1600 rpm	X	
Engine shall develop at least a 58% torque rise and should have at least 644 lb-ft (874 Nm) net peak torque @ 1,300 rpm	X	
Fuel system shall be high-pressure, common rail	X	
Daily check points shall be accessible from one side of the engine and shall be done from ground level	X	
Under-hood engine air cleaner shall be dry type, dual element with a restriction sensor and in-cab restriction warning light. Must be able to access air cleaner without tools.	X	
Access to engine will be open from both sides with side opening, full access service doors	X	
Engine shall have no less than 10-micron rated primary dual stage fuel filter with water separator	X	
Loader shall be equipped with a heavy-duty steel fuel tank guard	X	
Service interval for the engine oil and filter shall be 500 hours	X	
The unit shall have an auto-idle, auto-shutdown feature for the engine as standard equipment.	X	
Unit shall have glow plugs or equivalent for cold start aid.	X	

Specification	As Specified (Bidder must indicate "As Specified" by placing an "X" in this column.	Equivalent/Alternate Item Specified (Bidder must indicate "Equivalent/Alternate Item" by placing an "X" in this column").
Cooling		
Unit shall have a proportionally controlled, hydraulically driven, 90 degree-swing-out fan, standard equipment	X	
The unit will have two-side access to all coolers	X	
Air intake shall be pre-screened .12 inches (3 mm perforations) for each cooling component	X	
Cooling system shall be isolated from the engine compartment	X	
Unit shall have a coolant recovery tank provided	X	
Unit shall have a heavy duty radiator guard	X	
Fluid levels should be easily checked by sight gauges or overflow tank	X	
Unit shall have an automatic reversing fan	X	
Power Train		
Unit shall have a torque-converter, countershaft-type power shift transmission, 5 forward, 3 reverse speeds	X	
The transmission shall be electronically controlled, adaptive, with load and speed dependent shift modulation	X	
Shift modes shall be manual, auto to 1st or 2nd, kick down or kick up/down.	X	
Service interval for the transmission oil filter shall be 2000 hours	X	
The transmission clutch calibration shall be performed from the cab monitor	X	
Unit shall be equipped with a selectable wheel spin limiting device that limits wheel spin in loose or slippery ground conditions while loading the bucket.	X	
Unit shall have steering column or joystick mounted F-N-R and gear-select lever, kick-down button on hydraulic lever. Will also have quick shift feature that allows pushbutton gear changes, one gear at a time	X	
Sight gauge showing transmission fluid shall be at ground-level	X	
Transmission filter restriction shall be displayed in the cab	X	
The transmission shall be able to reach 24.8 mph in 5th gear and 11.65 in third gear with 20.5R25 tires	X	
Axles/Brakes		
The final drives shall be heavy-duty inboard-mounted planetary	X	
The loader shall have two brake pedals with an activation switch to allow left brake pedal to switch between a brake neutralizer or brake only function.	X	

Specification	As Specified (Bidder must indicate "As Specified" by placing an "X" in this column.	Equivalent/Alternate Item Specified (Bidder must indicate "Equivalent/Alternate Item" by placing an "X" in this column").
The service brake shall be hydraulically actuated, spring-retracted, inboard sun-shaft mounted, oil cooled, self-adjusting, single disc, and sealed from water, mud, and dust contamination	X	
The brakes shall have easy access for inspection.	X	
The parking brake shall be automatic, spring applied, hydraulically released, driveline-mounted, oil cooled, multi-disc and sealed from water, mud and dust contamination	X	
Axle breathers shall be elevated to reduce contamination.	X	
Rear axle shall not have less than 24 degree total oscillation, stop to stop, when equipped with 20.5R25 tires	X	
The dipstick port and housing fill shall be at the top of the axle	X	
The front axle shall be hydraulically actuated, disc clutch style, locking differential for maximum traction when required but with less tire wear than limited slip or no-spin differentials	X	
The loader shall have a standard hydraulic locking front with conventional rear and optional dual locking front and rear axle	X	
The loader shall have automatic differential lock	X	
Hydraulic System		
The hydraulic filter shall be in-tank, vertical mounting with service interval of 4000 hours.	X	
The hydraulic fluid shall have a rated life of 4000 hours	X	
The hydraulic system shall be pressure-compensating load-sensing for reduced fuel consumption and better fluid heating compared to open center hydraulic systems	X	
Hydraulic tank capacity should be no less than 27.2 gallons for extended hydraulic fluid intervals and cooler system temperature	X	
In cab adjustable automatic return to dig to level attachment with two savable settings.	X	
Unit will be provided with an in-cab adjustable automatic boom height kick out control	X	
Unit will be provided with in-cab adjustable automatic boom return-to-carry control	X	
Unit shall be equipped with a single-lever joystick	X	
A sight gauge will be provided for checking hydraulic reservoir fluid	X	

Specification	As Specified (Bidder must indicate "As Specified" by placing an "X" in this column.	Equivalent/Alternate Item Specified (Bidder must indicate "Equivalent/Alternate Item" by placing an "X" in this column").
Hydraulic pump shall be variable-displacement, axial-piston pump: closed-center, pressure-compensating system	X	
Unit will have two programmable multi-function buttons	X	
Unit will have ability to save hydraulic settings for up to ten attachments	X	
Bucket shake feature for fine metering of loose materials	X	
Precision mode for operations requiring slow and precise control of hydraulics	X	
Loader steering articulation angle shall be no less than 80 degrees, 40 degrees in each direction	X	
Electrical		
Two batteries shall be included, 24 volt, 950 CCA, with a rated reserve of 200-min	X	
The electrical system shall be 24 volt with 130 amp alternator	X	
The unit shall have a solid-state electrical power distribution system using circuit board technology and solid-state switches	X	
The unit shall have a keyless starting system with configurable security settings.	X	
The unit shall be provided with a master electrical disconnect switch	X	
Cab will be pre-wired for a rotating beacon/strobe light	X	
The in-cab switch module shall be sealed to keep out dirt, dust and airborne debris	X	
Unit shall be equipped with driving lights with guards, turn signals and flashers, stop and tail lights. The tail lights shall be LED type mounted high up in the rear grille for protection from damage and better sight visibility and shall have a normal service life equal to the machine.	X	
Unit shall have LED working lights	X	
Unit shall come standard with three 12 volt power ports	X	
Unit shall be equipped with analog display for: engine coolant temperature, transmission oil temperature, hydraulic oil temperature, and engine oil pressure	X	
Unit shall have digital readout for: engine rpm, odometer, transmission gear/direction indicator, speedometer, hour meter, fuel level, DEF level, average fuel consumption, and outside temperature	X	

Specification	As Specified (Bidder must indicate "As Specified" by placing an "X" in this column.	Equivalent/Alternate Item Specified (Bidder must indicate "Equivalent/Alternate Item" by placing an "X" in this column").
Unit shall have operator warning lights for: check engine, engine oil pressure, engine air restriction, battery voltage, transmission filter restriction, brake pressure, hydraulic oil filter, transmission fault, hydraulic oil temperature	X	
Operator Station		
Unit shall be equipped with a Cab enclosure with ROPS/FOPS Level 1 protection, and be multiplane isolation mounted for noise/vibration reduction	X	
Unit shall have heat and A/C	X	
3" retractable seat belt shall be provided	X	
Dual tilt Steering wheel shall be standard	X	
3-point contact at all times at the front and rear of the loader and around the roof-line	X	
The cab shall have continuous and unobstructed glass from roofline to floor for visibility in tight quarters.	X	
A seat backrest extension will be standard	X	
Unit shall have an air ride seat	X	
Cab shall have 1 cup holder, 1 cup/thermos holder with strap, personal cooler holder/storage compartment for operator's manual, rubber floor mat and coat hook	X	
Unit shall have an AM/FM/Weather Band (WB) with bluetooth and remote auxiliary port	X	
Front sun visor shall be pull down type	X	
General Specifications		
Unit shall be equipped with 20.5 R 25, 1 Star L-3 tires with multi-piece rims	X	
Front tires shall be covered with fenders	X	
The counterweight shall be built-in	X	
Unit will be provided with a rear hitch with locking pin	X	
Unit shall have an articulation locking bar	X	
Unit shall have vandal protection with lockable engine enclosures, right counterweight storage, battery box, filler access for radiator/fuel/DEF/hydraulic/transmission	X	
The unit shall be provided with a loader boom service locking bar	X	
Loader shall have reinforced articulation joints with double tapered roller bearings	X	
Fuel tank capacity shall be no less than 79 gallons (299 L) with ground-level fueling	X	

Specification	As Specified (Bidder must indicate "As Specified" by placing an "X" in this column.	Equivalent/Alternate Item Specified (Bidder must indicate "Equivalent/Alternate Item" by placing an "X" in this column").
Operating weight with standard equipment, pin-on GP Bucket with Bolt-On Edge, 3.5 cu yd (2.7 m3), 20.5R25 tires, ROPS cab, 175 lb. operator and full fuel tank shall be no less than 35,769 lb. (16 225 kg)	X	
Bucket breakout force shall be no less than 26,810 lb. (12 161 kg) with manufacturer's standard z-bar with pin-on GP Bucket with Bolt-On Edge, 3.5 cu yd (2.7 m3)	X	
Ground clearance under the loader shall be no less than 15.1" (384 mm)	X	
Loader shall have height to hinge-pin (fully raised) no less than 15' (4.57m)	X	
Machine Full turn tipping load with standard Z-bar linkage and GP Bucket with Bolt-on Edge, 3.5 cu yd (2.7 m^3) , no tire deflection shall be at least 23,483 lb. (10 652 kg).	X	
Machine Full turn tipping load with standard Z-bar linkage and GP Bucket with Bolt-on Edge, 3.5 cu yd (2.7 m^3) with tire deflection shall be at least 24,154 lb. (10 956 kg).	X	
Frames and Structures		
Machine front frame shall be of a 4-plate design of four vertical plates extending from boom pivot pins reaching to the front axle to distribute boom loads on the axle. The design is superior to the two-plate frames	X	
Loader bucket bell crank linkage shall be fabricated of high strength steel for increased durability and strength over castings.	X	
Machine shall be equipped with an exterior mounted, ground level storage compartment	X	
Optional configuration		
Unit has standard axle oil coolers and filtration.	X	
Unit shall have ride control, automatic with monitor adjustable speed settings	X	
Unit shall have centrifugal engine air intake pre-cleaner for heavy airborne debris or dust	X	
Unit shall have a centrifugal cab fresh air pre-cleaner for heavy airborne debris and dust.	X	
Unit shall have, in cab adjustable rearview mirrors	X	
Unit shall have greasable pin joints.	X	
Unit shall have rear view camera and radar object detection for better rear visibility and object detection.	X	
Unit shall have 5 Speed Lock-Up Torque Converter Transmission for quicker acceleration, faster ramp climbing, and decreased fuel consumption	X	

Specification	As Specified (Bidder must indicate "As Specified" by placing an "X" in this column.	Equivalent/Alternate Item Specified (Bidder must indicate "Equivalent/Alternate Item" by placing an "X" in this column").
Unit shall have a fire extinguisher	X	
Unit shall have rear view camera with a dedicated rearview display monitor	X	
Unit shall have a minimum of a 4.0 cu yd bucket	X	
Unit shall have a three year, three thousand hour comprehensive warranty	X	

***It shall be the responsibility of the Bidder to contact the City with any questions regarding specifications, including a request to define any abbreviations.**

Detail 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

PRICING SHEET

The Total Bid Price shall include all costs to the City, including but not limited to: tax, fuel surcharge and delivery fees to the City of Bentonville, Arkansas.

The City of Bentonville sales tax rate is 9.5%. The City of Bentonville is **NOT** sales tax exempt.

The Bid Award will be made based on the most responsible and lowest Total Bid Price.

The Total Bid Price shall be for new equipment only and shall not include any deduction for trade-in equipment. Bidders shall use the space provided to bid/value the trade-in equipment for consideration.

No conditional bids will be accepted.

Quantity	Item Specified	Bid Item (Bidders shall use this space to indicate 'As Specified'; if proposing equivalent/alternate equipment, Bidders are REQUIRED to include the year, make and model of the equipment being proposed.	Unit PRICE
1	**New Current Model Year John Deere 624P Wheel Loader, As Specified.**		$ 199,793.98
		Sales Tax:	$ 18,980.43
		TOTAL BID PRICE: (Sum of Unit Price plus Sales Tax)	$ 218,774.41

TRADE-IN EQUIPMENT BID

Bidders shall use the space provided below to specificy their bid/value for the trade-in equipment. This value SHALL NOT be calculated in the Total Bid Price.

Quantity	Trade-In Equipment Description	Trade-In Bid
1	**2011 John Deere 544K, AS-IS, WHERE-IS**	$ 55,000 **(Amount will be deducted from the Total Bid Price upon issuance of the Purchase Order for the new equipment)**

JOHN DEERE

STRIBLING EQUIPMENT

Quote Summary

Prepared For:
CITY OF BENTONVILLE COMPOST
AR

Prepared By:
LES RIDDLE
Stribling Equipment, LLC
3838 Wagon Wheel Rd
Springdale, AR 72762
Phone: 479-756-9779
lriddle@striblingequipment.com

Quote Id:	23542892
Created On:	25 January 2021
Last Modified On:	16 March 2021
Expiration Date:	31 March 2021

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 624 P WHEEL LOADER	$ 199,793.98	X	1	=	$ 199,793.98
John Deere Extended Warranty-3 Year 3000 Hour/ Comprehensive warranty	$ 0.00	X	1	=	$ 0.00
Equipment Total					**$ 199,793.98**

Trade In Summary	Qty	Each	Extended
2011 JOHN DEERE 544K Highlift - 1DW544KHABD637872	1	$ 55,000.00	$ 55,000.00
PayOff			$ 0.00
Total Trade Allowance			$ 55,000.00
Trade In Total			**$ 55,000.00**

Quote Summary	
Equipment Total	$ 199,793.98
Trade In	$ (55,000.00)
DOCUMENTATION FEE	$ 0.00
SubTotal	$ 144,793.98
Sales Tax - (9.50%)	$ 18,980.43
Total	$ 163,774.41
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 163,774.41**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

STRIBLING EQUIPMENT

Selling Equipment

Quote Id: 23542892

JOHN DEERE 624 P WHEEL LOADER

Hours:
Stock Number:

Code	Description	Qty
6040DW	624 P WHEEL LOADER	1
	Standard Options - Per Unit	
170C	JDLink Ultimate 5 Year Subscription	1
0924	John Deere PowerTech Engine	1
1030	Agriculture Material Handling Configuration	1
1120	5-Speed Powershift Transmission with Lock-up Torque Converter	1
1217	140 amp Alternator	1
1310	Flat Black Curved Stack	1
1430	Engine Air Intake System with Centrifugal Precleaner	1
1520	Automatic Reversing Hydraulic Fan	1
1610	Standard Fuel Filter with Water Separator and Standard Fuel Fill	1
1905	Standard Cab	1
1945	7 inch Monitor with Dedicated Rear Camera Display	1
1970	Hydrau Hydraulic Fluid	1
2026	High Lift Plus Z-BAR	1
2120	Steering Wheel Only	1
2220	Deluxe Seat, Cloth with Air Suspension	1
2360	Joystick Controls	1
2403	Three Function Hydraulics	1
2510	Ride Control	1
2605	English Decals and Manuals	1
2708	8 Amp Converter	1
2890	No Payload Scale without Cycle Counter	1
3049	High Traction - Front & Rear Hydraulically Locking Differential Axles	1
3110	Automatic Differential Lock	1
4932	No Brand Preference	1
5530	Standard Front Fenders	1
5610	Left Side Steps Only	1
5840	No Fork Frame	1
5940	No Tines	1
7140	Premium LED Work and Drive Lights	1

Confidential

JOHN DEERE

STRIBLING EQUIPMENT

Selling Equipment

Quote Id: 23542892

8220	Rear Hitch and Counterweight	1
8235	Rear Camera and Rear Object Radar Detection	1
8298	No Strobe Beacon or Left Beacon Bracket	1
8310	Standard Exterior Mirrors	1
8360	Standard Radio	1
8450	Cab with Air A/C Charge	1
8565	Field Bucket Ready: Pins Only	1
8890	No Bucket Edge or Teeth	1
8960	No Bucket	1
9043	Environmental Drains and Sampling Ports	1
9050	Wheel Spin Control System	1
9115	Powered Cab Fresh Air Pre-Cleaner	1
9140	Fire Extinguisher	1
9410	Transmission and Bottom Guards	1
9510	Lift Hooks	1
9707	20.5R25 1 STAR L2 NO BRAND PREFERRED RADIAL TIRES WITH 3 PC RIMS	1
	Dealer Attachments	
BYT11249	Premium AM/FM/Weather Band (WB) with Bluetooth, Remote Aux and Remote USB Port	1
BYT11092	Heavy-Duty Rear Grille Guard	1
Tag	4.0 Yard Bucket	1
	Service Agreements	
	John Deere Extended Warranty - 3 Year 3000 Hour/ Comprehensive warranty	

JOHN DEERE Extended Warranty

Extended Warranty Proposal

JOHN DEERE 624 P WHEEL LOADER
Date : March 23, 2021

Machine/Use Information		**Plan Description**	**Price**	
Manufacturer	JOHN DEERE	Application	Deductible	
Equipment Type	624PAT	Coverage	List	$ 0.00
Model	624PAT	Total Months		
Country	US	Total Hours		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products,and may be purchased at any time before the product's Standard Warranty,or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

Customer Name - Please Print

Customer Signature

I have been offered this extended warranty and

☑ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :
The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :
Extended Warranty is not insurance. It also does not cover routine maintainance or high wear items,or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

Agenda Item Form

Date of City Council Meeting	**5/11/2021**
Department	**Water Resource Recovery Facility**
Submitted by	**Nancy Busen**
Phone	**(479)271-6749**

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

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

Resolution to declare WRRF John Deere 544K Wheel Loader VID/ID #1DW544KHBD637872 as surplus. Trade in value of said vehicle is $55,000 toward initial purchase price of $218,774.41 (tax included) for a 2021 John Deere 624K wheel loader. The Bentonville Utility Board voted to approve this item 4-0 on April 27, 2021.

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

CC: Mike Bender

From: Nancy Busen, Water Resource Recovery Facility

Council Meeting Date: May 11, 2021

Re: IFB-21-19 J Surplus declaration of John Deere 544K wheel loader

A resolution to declare a 2011 John Deere 544K wheel loader VIN/ID # 1DW544KHABD637872 as surplus. Trade in value of $55,000 this surplus item; deducted from initial price of $218,774.41 for 2021 John Deer 624P John Deer wheel loader for a total price of $163,774.41. The Bentonville Utility Board unanimously approved this item on April 27, 2021.

Thank you.

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN PROPERTY BELONGING TO THE CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY AS SURPLUS PROPERTY.

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

Section 1: That certain property of the City of Bentonville Water Resource Recovery Facility, more particularly described in the attached memo, is hereby declared to be surplus and the Water Resource Recovery Facility is authorized to dispose of or exchange such property as authorized by law and more particularly described therein.

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

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**5/11/2021**
Department	**Water Resource Recovery Facility**
Submitted by	**Nancy Busen**
Phone	**(479)271-6749**

Item Type: (*Check Applicable Item Type*)

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

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

Resolution to enter into a Professional Services Agreement with Garver, LLC for improvements at the City of Bentonville Compost Facility. Pilot testing and evaluation of In-vessel Composting equipment. The Bentonville Utility Board voted to approve this item 4-0.

Estimated Cost	**29,550.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

MEMO

To: City Council, Mayor Orman

CC: Mike Bender

From: Nancy Busen, Water Resource Recovery Facility

Council Meeting Date: May 11, 2021

Re: Resolution for Professional Services Agreement
Project #20W01294

A resolution for a Professional Services Agreement with Garver, LLC for Pilot testing In-vessel Composting Equipment and technical memorandum to DEQ.

This process, if successful, will produce compost more economically, in a smaller foot print, with less offensive odors. This is a 2021 budgeted item. Passed by the Bentonville Utility Board 4-0 April 27, 2021.

Thank you.

Agreement
For
Professional Services

City of Bentonville, Arkansas

Project No. 20W01294

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THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is made as of the Effective Date by and between the **City of Bentonville, Arkansas** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "Party" and/or "Parties" respectively.

RECITALS

WHEREAS, the Owner intends to implement compost facility improvements at the Bentonville Water Resource Recovery Facility (WRRF) located at 1901 NE A Street. The improvements generally include pilot testing a bioreactor for in-vessel composting at the WRRF, and subsequent design, permitting, bidding and construction phase services by Amendment for compost facility improvements. The anticipated improvements generally include a new building structure over final product storage, new in-vessel composting units and building (including feed hopper, conveyance equipment, and maintenance platform), conversion of the wind row turner building to a sludge storage building, potential odor control, and minor site and electrical work.

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS GARVER

1. In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section.

   "Effective Date" means the date last set forth in the signature lines below.

   "Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

   "Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

   "Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes

Owner's written Notice to Proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee.
For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within forty-five (45) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within sixty (60) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within forty-five (45) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and circumstances. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Consequently, Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data. and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that Owner shall release Garver, Garver's subconsultants, and their Personnel from liability arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such

Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions: or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Construction Phase Services.

6.5.1. Construction Phase Services are to be addressed via Amendment to this Agreement.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party.

Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification. [Not used.]

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of

shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risk and benefits of the Project both to the Owner and Garver, the risks having allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of Garver and its subconsultants to the Owner and all construction contractors and subcontractors on the Project for any and all claims losses cost damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of Garver and its subconsultants to all those named shall not exceed the proceeds of Garver's insurance amounts provided in Exhibit C of this Agreement.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1 Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1 Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties.

10.1.2 Should either Party, after exhausting alternate dispute resolution methods as provided herein, seek to resolve a Dispute by initiating litigation against the other, it is agreed that the prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses.

10.1.3 EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY.

10.2 Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to three percent (3%) of the value of the unperformed Services as a direct result of the termination.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C – Insurance
Exhibit D – Form of Amendment

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Bentonville, Arkansas	**Garver, LLC**
By: _____ *Signature*	By: _____ *Signature*
Name: Stephanie Orman *Printed Name*	Name: Randall G. McIntyre *Printed Name*
Title: Mayor	Title: Vice President
Date: _____	Date: _____
Attest: _____	Attest: _____ Chris Buntin, Senior Project Manager

EXHIBIT A
(SCOPE OF SERVICES)

GENERAL

Generally, the Scope of Services includes professional services necessary to implement compost facility improvements at the Bentonville Water Resource Recovery Facility (WRRF) located at 1901 NE A Street. The improvements generally include pilot testing a bioreactor for in-vessel composting at the WRRF, and subsequent design, permitting, bidding and construction phase services by Amendment for compost facility improvements. The anticipated improvements generally include a new building structure over final product storage, new in-vessel composting units and building (including feed hopper, conveyance equipment, and maintenance platform), conversion of the wind row turner building to a sludge storage building, potential odor control, and minor site and electrical work.

1.0 TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION

1.1 Garver will prepare for and conduct a project kickoff meeting with the Owner for pilot testing and design. The kickoff meeting will include the following:

a) Develop a project management plan, including project objectives, project deliverables, project communication protocol, project schedule, project documentation, and work plan.
b) Prepare kickoff meeting minutes that document discussions and action items.

1.2 Garver will also perform the following throughout the project:

a) Coordinate with team members and subconsultants.
b) Conduct internal review of deliverables with the comments incorporate prior to delivery to Owner.
c) Provide project planning and scheduling including meeting with Owner as required to coordinate the planning and scheduling tasks of this project.
d) Provide Owner with monthly project status reports including progress on work tasks and schedule throughout the project.
e) Submit to the Owner monthly invoices.

2.0 TASK 2 – PILOT TESTING

Garver will perform the following for the pilot testing task.

a) Inform the Solid Waste Management Division of the Arkansas Division of Environmental Quality (DEQ) of the pilot testing plan and schedule via e-mail.
b) Observe the pilot testing performed by Xact Systems Composting NA as a subconsultant to Garver. The Scope of Services assumes a total of six site visits and four hours per site visit.
c) The Scope of Services assumes the Owner will provide laboratory testing to confirm compliance with the DEQ composting facility permit (permit number 0297-SC-R1).
d) The Scope of Services also assumes the Owner will provide unloading and loading of the pilot unit, power, compost mix materials, material mixing and loading assistance, and other items as needed and required by Xact Systems Composting NA.

e) Garver will prepare a draft technical memorandum to document the pilot testing, results, and design criteria. Garver will also conduct a workshop with the Owner at the WRRF to review and discuss the draft technical memorandum. Garver will incorporate Owner's comments and submit to DEQ for review and comment. The scope of services assumes up to eight hours of coordination with DEQ.
f) Assuming no objections from DEQ, Garver will obtain a quote from Xact Systems Composting NA and prepare a recommendation to waive competitive bidding and pre-purchase the composting units for City Council approval. The Scope of Services assumes Garver will present the recommendation and attend the City Council meeting.
g) Garver will provide electronic (pdf's) of the deliverables to the Owner and DEQ.
h) The Scope of Services assumes pilot testing before July 1, 2021.

3.0 TASK 3 –DESIGN

The scope for this task will be developed and authorized by future Amendments.

4.0 TASK 4 – PERMITTING

The scope for this task will be developed and authorized by future Amendments.

5.0 TASK 5 – BIDDING SERVICES

The scope for this task will be developed and authorized by future Amendments.

6.0 TASK 6 – CONSTRUCTION SERVICES

The scope for this task will be developed and authorized by future Amendments.

9.0 EXTRA WORK

The following items are not included under this agreement but will be considered as extra work or will be provided by the Owner:

(a) Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
(b) Submittals or deliverables in addition to those listed herein.
(c) Meetings/presentations/site visits/hours in addition to those listed herein.
(d) Unless authorized by future amendment(s), design, permitting, bidding, and construction services.
(e) Environmental Services (including but not limited to wetlands, stream modeling and permitting, biological surveys, threatened and endangered species, tribal, cultural resources and archaeological).
(f) Legal, accounting, and funding services.
(g) Laboratory and material testing services.
(h) Design services of any kind.
(i) Construction services of any kind.
(j) Permitting.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

9.0 SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Date/Calendar Days
Task 1 - Project Management and Administration	Project Duration
Task 2 – Pilot Testing	Draft Pilot Testing Technical Memorandum within 45 days of pilot testing and laboratory data. Final Pilot Testing Technical Memorandum to DEQ within 14 days of Owner Comments. Recommendation to award letter for City Council within 14 days from DEQ concurrence.

In addition to those obligations set forth in the Agreement, Owner shall:

1. Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.

2. Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under Exhibit A.

3. Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Exhibit A.

4. Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.

5. Furnish Garver a current boundary survey with easements of record plotted for the Project property.

6. Pay all plan review and advertising costs in connection with the Project.

7. Provide legal, accounting, and insurance counseling services necessary for the Project and such auditing services as Owner may require.

8. Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the Project and others as may be necessary for completion of the Project, except as otherwise described in the Services under Exhibit A.

9. Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the Project specific requested information.

EXHIBIT B
(COMPENSATION SCHEDULE)

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 - Project Management and Administration	$6,100	Hourly Rate + Expenses
Task 2 – Pilot Testing	$18,450	
Subconsultant Pilot Testing Services	$5,000	Direct Cost
TOTAL FEE	$29,550	

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be $29,550. The actual total fee may not exceed this estimate without Owner authorization. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2021.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

For pilot testing services, Owner will pay Garver an amount submitted by Garver calculated as follows: The actual fee for pilot testing services negotiated with Xact Systems Composting NA, or a reasonable alternative, as a subconsultant to Garver, which is estimated to be approximately $5,000.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment.

(AGREED UPON RATES)

Garver Hourly Rate Schedule: July 2020 - June 2021

Classification	Rates
Engineers / Architects	
E-1	$ 114.00
E-2	$ 127.00
E-3	$ 160.00
E-4	$ 187.00
E-5	$ 231.00
E-6	$ 286.00
E-7	$ 361.00
Planners / Environmental Specialist	
P-1	$ 138.00
P-2	$ 173.00
P-3	$ 215.00
P-4	$ 244.00
P-5	$ 282.00
Designers	
D-1	$ 107.00
D-2	$ 124.00
D-3	$ 149.00
D-4	$ 173.00
Technicians	
T-1	$ 83.00
T-2	$ 105.00
T-3	$ 129.00

Surveyors	
S-1	$ 52.00
S-2	$ 68.00
S-3	$ 91.00
S-4	$ 131.00
S-5	$ 173.00
S-6	$ 196.00
2-Man Crew (Survey)	$ 209.00
3-Man Crew (Survey)	$ 261.00
2-Man Crew (GPS Survey)	$ 229.00
3-Man Crew (GPS Survey)	$ 281.00
Construction Observation	
C-1	$ 101.00
C-2	$ 130.00
C-3	$ 158.00
C-4	$ 195.00
Management/Administration	
X-1	$ 66.00
X-2	$ 89.00
X-3	$ 123.00
X-4	$ 158.00
X-5	$ 193.00

EXHIBIT C
(INSURANCE)

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	$500,000
General Liability	
Each Occurrence	$1,000,000
Aggregate	$2,000,000
Professional Liability	
Each Claim Made	$1,000,000
Annual Aggregate	$2,000,000
Excess of Umbrella Liability	
Per Occurrence	$1,000,000
General Aggregate	$1,000,000

EXHIBIT D
(FORM OF AMENDMENT)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
City of Bentonville, Arkansas
Project No. 20W01294

AMENDMENT NO. ___

This Amendment No. __, effective on the date last written below, shall amend the original contract between the **City of Bentonville, Arkansas** (**"Owner"**) and Garver, LLC (**"Garver"**)), dated _____ (the "**Agreement**").

This Amendment No. ____ adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [x] – [Insert section heading]

Section [x] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Bentonville, Arkansas	**Garver, LLC**
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: _____ *Printed Name*
Title: _____	Title: _____
Date: _____	Date: _____
Attest: _____	Attest: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH GARVER ENGINEERS FOR ENGINEERING SERVICES ASSOCIATED WITH THE CITY OF BENTONVILLE COMPOST FACILITY.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Garver Engineers for services associated with the Compost Facility, 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	**5/11/2021**
Department	**Inventory Control**
Submitted by	**Amy Blood**
Phone	**(479) 271-3145**

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 750 underground wire to the lowest bidder, shown on the attached bid tabulation in the amount of $108,829.89.

Estimated Cost	**$108,829.89**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: **MAY 11, 2021**

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **FORMAL BID IFB-21-26 750 UNDERGROUND PRIMARY CABLE**

The City of Bentonville recommends awarding 750 underground primary wire to the following:

Stuart Irby Company in the amount of $108,829.89

CITY OF BENTONVILLE
BID TABULATION SHEET

IFB-21-26 750 (15KV) UNDERGROUND PRIMARY CABLE

THURSDAY, APRIL 22, 2021 @ 1:30PM

BIDDER NAME	FEET REQUIRED	PRICE PER FOOT	EXTENDED BID PRICE
IRBY	3 Reels @ 750'	$ 7.449	$ 16,760.25
	3 Reels @ 1120'	$ 7.449	$ 25,028.64
	6 Reels @ 1500'	$ 7.449	$ 67,041.00
	TOTAL BID PRICE:		$ 108,829.89

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: April 4, 2021

NOTICE TO BIDDERS

750 (15KV) Underground Primary Cable
Invitation For Bid (IFB)-21-26

The City of Bentonville is accepting formal sealed bids for the purchase and delivery of approximately 14,610 feet of 750 15kV Underground Primary Cable for the City of Bentonville's Electric Inventory.

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 download the Bid Packet are encouraged to notify Purchasing of the download to ensure they are on the distribution list for any Addenda and/or Q&A issued. 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-21-26 held at 1:30pm on Thursday, April 22, 2021; the bid opening will be held at the City of Bentonville Administrative Services Building in Room A103 on the 1st floor, located at 1000 SW 14th Street Bentonville, AR 72712. All bid submissions must be received by Purchasing prior to the Public Bid Opening time. Late submissions and unsigned bid submissions will be rejected, without exception.

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

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-26	**Date of Issuance:**	April 4, 2021
Description:	15KV Underground Primary Cable – 750 1/3 Neatral AL		
Requesting Department:	CITY OF BENTONVILLE INVENTORY 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 22, 2021 AT 1:30 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Temporary Bid Opening Room – 1st Floor – Room A103 (located directly to the left when entering the building) 1000 SW A Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712
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:	APRIL 16 – 4:30 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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

EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned bids will be rejected - no exceptions.

Name of Firm: Irby - Little Rock **Phone Number:** 501-618-3002

Business Address (Full Street/City/State/Zip): 6100 Scott Hamilton Little Rock AR 72209

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

Name of Contact Person: Deborah Needs **Email:** needs@irby.com

Signature of Authorized Person [redacted] **Date:** 4/8/21

Printed or Typed Name: Deborah Needs **Title:** Inside Sales

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

Sales or Use Tax ID Number: 030891-78-001

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 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

For questions regarding the new location or how to submit a bid, please call (479) 271-3115, email purchasing@bentonvillear.com, or contact the Purchasing Manager by emailing gshoemake@bentonvillear.com.

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

BEUD Inventory Part Number	Wire Size	Feet Required	Price Per Foot	Extended Price	Lead Time
2192	750 1/3 Neutral AL	3 Reels @ 750'	7.449	16.760.25	13 WK
		3 Reels @ 1120'	7.449	25,028.64	13 WK
		6 Reels @ 1500'	7.449	67.041.00	13 WK
Total Price for All Line Items					

DEVIATIONS FROM SPECIFICATIONS

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

Paragraph Number	Specification Requirement	Proposed Deviation and Justification
Pg 2 of Okonite quote.		Please see attached from Okonite

Bid Submitted By: Irby - Little Rock

THE OKONITE COMPANY
QUALITY CABLES SINCE 1878

MADE in USA
Quality Cables Since 1878

4/08/2021

100 ALPHA DRIVE
BUILDING "B"
DESTREHAN LA 70047
TEL:504-467-1920 FAX:504-467-1926

QUOTATION PREPARED FOR:
IRBY, STUART C.-LITTLE ROCK
DEB
CITY OF BENTONVILLE

OKONITE REFERENCE:**55-10185-007**

CUSTOMER REFERENCE: CITY OF BENTONVILLE

ITEM	QUANTITY	DESCRIPTION	NET WEIGHT 1000 FT	SHIP WEIGHT	PRICE 1000 FT
		PRICES QUOTED ARE SUBJECT TO METALS ESCALATION, DE-ESCALATION			
		OKONITE AGREES TO OFFER OUR STANDARD WARRANTY LANGUAGE, REMEDY AND LIMITATION OF LIABILITY FOR A PERIOD OF 40 YEARS.			
001	14,610'	1/C 750 61X ALUMINUM FILLED STRAND -SS- 220 OKOGUARD EPR - 040 SC EPR - 16 X .0966 COPPER CONC WIRES (THIRD NEUTRAL) - 2 RIPCORDS - WB TAPE - 080 OKOLENE PE W/3 RED STRIPES - SEQ PRINT - 15KV SERIAL NUMBER = 35809	2192	37281	$7449.02 EXPIRES 6/06/21

METAL WEIGHT LBS PER 1000 FT:
COPPER 471 ALUMINUM 704

METAL BASE:(SEE BASIS IN ESCALATION SECTION)
COPPER 4.126500 ALUMINUM 1.221610

SPECIAL MANUFACTURED ITEM

APPROX O.D. INCHES 1.976

OKONITE PRODUCT CODE: **162-23-9099**
CUSTOMER PRODUCT CODE: 2192

REELS:

3 @	750	54X32X26 NR	(REEL WIDTH 38.0)
3 @	1120	66X36X36 NR	(REEL WIDTH 43.5)
6 @	1500	72X36X36 NR	(REEL WIDTH 44.0)

SPECS:
15KV UNDERGROUND PRIMARY
CABLE

AVAILABILITY: 13 WEEKS FROM ORDER DATE

CLARIFICATION

WE OFFER URO-J CABLE MANUFACTURED & TESTED IN ACCORDANCE WITH CURRENT EDITIONS OF ICEA S-94-649 AND AEIC CS8 (AEIC CS8-20).

COST IMPACT EXCEPTION

WE OFFER ALUMINUM CONDUCTORS WITH A CONTINUOUSLY FILLED WATER-BLOCKING AGENT (YARN) IN LIEU OF FILLED WITH A WATER BLOCKING COMPOUND.

WE OFFER 72" FLANGE IN LIEU OF CUSTOMER SPECIFIED MAX FLANGE OF 66" IN ORDER TO ACCOMMODATE REQUESTED SHIP LENGTHS.

==========

FOR AUTHORIZED STOCK ITEMS ONLY, REEL AND CUT CHARGES
WILL APPLY FOR LENGTHS 500 FEET OR LESS.

MINIMUM ORDER $500

F.O.B. SHIPPING POINT

TERMS: NET 30 DAYS

LENGTH TOLERANCE: MINIMUM -0% MAXIMUM +05%

PRICES QUOTED HEREIN DO NOT PERMIT EXACT LENGTHS
OR REDUCED TOLERANCES, UNLESS SPECIFICALLY NOTED.

```
************************************
*  THE FOLLOWING HYPERLINKED FILE  *
* OKONITE-TERMS-AND-CONDITIONS.PDF, *
*    FORM PART OF THIS QUOTATION.  *
************************************
```

THE OKONITE COMPANY

BY DAVE CHIVATERO

==========

ON SHIPMENTS 5,000 LBS. AND OVER, ORDINARY FREIGHT ALLOWED TO DESTINATION (NEAREST FREIGHT STATION OR COMMON CARRIER DELIVERY POINT) TO AND WITHIN ALL STATES EXCEPT ALASKA AND HAWAII. SHIPMENTS TO THESE TWO STATES ARE FREIGHT ALLOWED TO PORT OF EMBARKATION. ON SHIPMENTS OF LESS THAN 5,000 LBS. - NO FREIGHT IS ALLOWED.

ESCALATION:
PRICES QUOTED HEREIN ARE THOSE IN EFFECT TODAY, AND ARE PREDICATED ON IMMEDIATE RELEASE FOR MANUFACTURE AND SHIPMENT AS SOON AS COMPLETED. THESE PRICES SHALL BE ADJUSTED FOR CHANGES IN THE PRICE OF METALS (COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE OF QUOTATION AND THE DATES SHIPMENTS ARE MADE.
ALL SUCH ADJUSTMENTS WILL BE MADE AGAINST THE NET PRICE AFTER ALL DISCOUNTS AND WILL BE CALCULATED USING METAL WEIGHTS QUOTED HEREIN. ORDERS RECEIVED WITHOUT CUTTING LENGTHS OR FOR SUBSEQUENT RELEASE, SHALL BE BILLED AT PRICE IN EFFECT ON THE DAY RELEASE IS RECEIVED AND SHALL BE ADJUSTED THEREAFTER FOR CHANGES IN THE PRICE OF METALS (COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE OF RELEASE AND THE DATES SHIPMENTS ARE MADE.

BASIS:
COPPER: COMEX, CURRENT MONTH SETTLE PRICE,
PREVIOUS DAY CLOSING.
ALUMINUM:
LEAD: LONDON METALS EXCHANGE (LME) SETTLE PRICE.
STEEL: AMERICAN METALS MARKET - COLD ROLLED SHEET CLASS 1.

RETURNABLE REEL CHARGES MAY APPLY AS APPLICABLE.

(END OF QUOTATION)

THE OKONITE COMPANY

QUALITY CABLES SINCE 1878

Terms and Conditions of Sale

1. ACCEPTANCE

This document is not an expression of acceptance or confirmation of any terms or conditions contained in Purchaser's request for quotation or similar document. Seller's offer set forth herein to supply products to Purchaser is conditioned upon Purchaser's assent to all of the terms and conditions contained herein. Purchaser's assent shall be deemed to have been given in any one or more of the following ways: (i) the submission by Purchaser of a purchase order with respect to any one or more of the products enumerated herein notwithstanding the inclusion of additional or inconsistent terms thereon all of which are hereby rejected; (ii) the submission by Purchaser to Seller of any instructions relating to the products; (iii) acceptance by Purchaser of the products; (iv) any other conduct by Purchaser consistent with the existence of an agreement whereby Seller is to supply products on the terms and conditions stated herein.

2. QUANTITIES

The prices, deliveries and reels listed in this quotation are based on the quantities indicated. If the quantities ordered, or released for production, or the number of reels required, differ from those listed, we reserve the right to revise our quotation accordingly.

3. LENGTHS

If lengths longer than those quoted, or exact lengths, with no tolerance are ordered, price revision may be required.

4. ACCEPTANCE PERIOD

Prices quoted herein unless otherwise specified must be accepted within 30 days. After 30 days, or in the event of a Declaration of War or a National Emergency, prices are immediately subject to renegotiation.

5. SALES AND SIMILAR TAXES

These prices do not include sales, use, excise or similar taxes, consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or other similar tax applicable to the sales of the products hereunder shall be paid by the Purchaser.

6. FACTORY ACKNOWLEDGMENT

All orders are subject to written acceptance at our factory. Once an order is accepted by Seller, and in production, changes or cancellations may be subject to a charge for the work performed.

7. RISK OF LOSS

Products shipped at Purchaser's risk where terms are F.O.B. shipping point - not insured unless so ordered.

8. INSPECTION and SHIPPING RELEASE

(Except Paper Power Cable) If this quotation results in an order which is released by the Purchaser for processing, the Purchaser agrees to inspect and/or release the products for shipment within thirty (30) days after receipt of notification from Seller that processing of products has been completed. If the Purchaser does not release the products for shipment within said (30) thirty days, Seller reserves the right to invoice the Purchaser for the products. Seller further reserves the right to invoice the Purchaser and additional charge for storage at 1% of the selling price per month effective thirty (30) days after notifying the Purchaser that processing has been completed.

9. DELAY

Seller shall not be liable for any delay in performance or in the delivery or shipment of products hereunder or for any damages suffered by Purchaser by reason of such delay, when such delay is directly or indirectly, caused by or in any manner arises from fires, floods, accidents, riots, mobilizations, war, rebellions, revolutions, blockades, hostilities, governmental regulations, requirements, restrictions or interference, embargoes, strikes, lockouts, differences with workmen or other industrial disturbances, inadequate transportation facilities or other difficulties, shortages of labor, fuel, material supplies or power, or any other cause or causes (whether or not similar in nature to any of those herein before specified) beyond Seller's control. This order shall be deemed to be suspended so long as any such causes prevent or delay the execution. Seller agreeing to make and Purchaser to accept deliveries whenever such causes have been remedied. Seller's delivery date is its best estimate and Seller shall endeavor to deliver by such date, however, such date shall not limit or commit Seller to deliver by such date.

10. REELS

Non-returnable type reels are used whenever possible. When cable must be shipped on returnable type reels., they are not included in price of cable, but are charged separately and shall be paid at the amount charged, net thirty (30) days, without discount. If such reels are returned to the point of origin or other specified location in good condition, freight collect, a percentage of the deposit will be refunded according to the terms below:

Time from Date of Shipment	Percent of Refund
0 - 1 years	100%
1 - 2 years	75%
Over 2 years	Contact Okonite to arrange partial refund.

The toll free number to call for reel return instructions is (800) 631-7188. Any such reels requiring repairs will be accepted at the option of Seller, in which case a reasonable charge for repair will be deducted from the amount of the refund. No credit will be allowed for return of wood lagging.

11. WARRANTY AND LIMITATION OF LIABILITY

(a) WARRANTIES: Seller hereby extends the following warranties, subject in each case to the remedy and limitations set forth respectively in subparagraphs (b) and (c) below:

(i) For Paper Power Cable Only

All of Seller's paper power cable is manufactured and tested in accordance with the A.E.I.C. Impregnated Paper Insulated Cable Specifications in effect at the date hereof.

Seller agrees to replace (supply new cable) for (1) any length of cable found defective in material or workmanship during the installation of the cable or (2) any length of cable failing during normal and proper use within one year of the date of placing in service which shows defects in materials or workmanship, provided in each case that immediate written notice of such failure is given to the manufacturer and that he is given all reasonable opportunity to inspect such failure.

The date of placing in service is to be interpreted as the date on which operating voltage was first applied, but in no case shall it be later than six months after the shipment of the cable from the factory or, if shipment is delayed at the request of the purchaser, not later than six months after completion and preparation for shipment.

(ii) For Submarine Cable Only

Owing to the hazards attending the installation and operation of submarine cable. Seller's warranty shall terminate when the cable has successfully met the factory tests prescribed by the specifications under which the cable was manufactured.

(iii) All Other Products

Seller warrants that any products of its own manufacture will be free from defect in materials or workmanship for a two year period commencing with the date of shipment to the Purchaser.

(b) REMEDY: Seller will replace any products of its own manufacture which fail to meet the applicable warranty set forth in subparagraphs (a) above. All products which have been replaced by Seller shall become the property of Seller and shall be made available by Purchaser at Purchaser's site.

(c) LIMITATION OF LIABILITY: Except as set forth in subparagraphs (a) and (b). NO OTHER WARRANTY OR REMEDY, EXPRESSED OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS) SHALL EXIST IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE OR USE OF ANY OF THE PRODUCTS DESCRIBED HEREIN. IN ADDITION, SELLER'S WARRANTY DOES NOT COVER AND SELLER SHALL HAVE NO LIABILITY WITH RESPECT TO: (i) Matters not reported to Seller in writing within two years (two months in the case of submarine cable) of the date of their shipment by Seller to Purchaser, (ii) Failure or damage due to misapplication, abuse, improper installation, corrosive matter or abnormal conditions of use, (iii) Products which have been altered in any way after leaving Seller's plant, (iv) The fitness of the products sold for the purpose or use intended by Purchaser, (v) Products damaged in shipment or otherwise damaged through no fault of Seller, (vi) Expenses incurred by Purchaser for installation of products prior to discovery of the alleged defect or expenses incurred in an attempt to correct the same, (vii) Expenses incurred by Purchaser for removal of non-conforming products and/or expenses for the installation of replacement products, (viii) Products which are not of Seller's manufacture but Seller will assign to Purchaser any warranties extended by the manufacturer in question, (ix) Commercial loss of any kind including loss of use of Purchaser's facility, interruption, loss of time, inconvenience, liabilities of Purchaser to its customers or other third parties and all other direct or indirect consequential damage, loss, cost or expense, (x) Products which Seller is not afforded a reasonable opportunity to inspect and test after Seller has received notice of alleged defects. (xi) Failure or damage which can not conclusively be proven to have proximately and solely resulted from defect in materials or workmanship.

12. RETURNS

No returns of products accepted unless previously authorized in writing.

13. DEFINITIONS

"Seller" shall refer to The Okonite Company; "Purchaser" shall refer to the person indicated on the face of this form in the space entitled "Quotation Prepared For".

14. UNPAID INVOICES

Seller may refuse to ship any products contemplated herein if Purchaser is delinquent in the payment of any invoices or other indebtedness owing to Seller. A service charge of 1 ½% per month (18% per annum) will be imposed by Seller on all past due invoices.

15. ESCALATION

Prices quoted herein are those in effect today, and are predicated on immediate release for manufacture and shipment as soon as completed. Unless otherwise noted, these prices shall be adjusted only for changes in the price of metals (copper, steel, lead or aluminum), which may occur between the date of quotation and the dates shipments are made.

THE OKONITE COMPANY

Product Data Sheet

INQUIRY NO.	ITEM NO.
55-10185	001

MADE IN THE USA
Quality Cables Since 1878

1/C, 15kV Rated, 133% Insulation Level, URO-J

A. **CONDUCTOR:** 750 kcmil 61X Compressed Class B Strand Aluminum FILLED STRAND

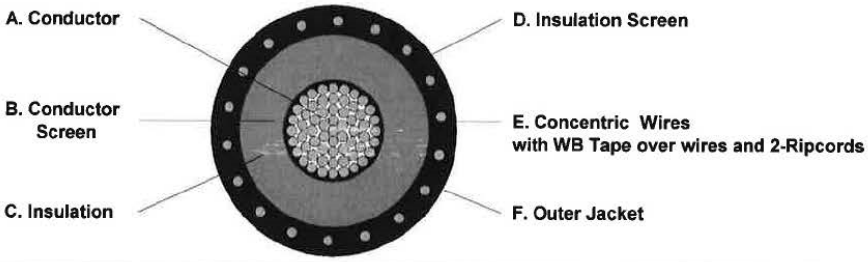
B. **CONDUCTOR SCREEN:** Extruded Semiconducting (SC-EPR)

C. **INSULATION:** 220 Extruded Ethylene Propylene Rubber OKOGUARD®

D. **INSULATION SCREEN:** Extruded Semiconducting (SC-EPR)

E. **CONCENTRIC WIRES:** 16 x .0966 AWG Bare Copper Concentric Wires (Third Neutral)

F. **JACKET:** 080 Encapsulated OKOLENE® LLDPE (Linear Low Density Polyethylene) with 3-ERS



Dimensions	Thickness (in.)		Diameter (in.)		
	Nominal	Minimum Point		Nominal	
Conductor	N/A			0.971	
Cond. Screen	0.025	0.020		1.026	
Insulation	0.220	0.210		1.472	
Insul. Screen	0.045	0.040		1.591	
Conc. Neutral	0.0966			1.784	
Outer Jacket	0.080	0.070		1.976	
	Cable Weight (lbs./M'):			2191	

Cable Description 162-23-9099

1/C 750 61X ALUMINUM FILLED STRAND -SS- 220 OKOGUARD EPR - 040 SC EPR - 16 X .0966 COPPER CONC WIRES (THIRD NEUTRAL) - 2 RIPCORDS - WB TAPE - 080 OKOLENE PE W/3 RED STRIPES - SEQ PRINT - 15KV

TEMPERATURE RATINGS
105°C - Continuous, 140°C - Emergency
250°C - Short Circuit

Customer Name: STUART C IRBY

Customer Spec: 15KV UNDERGROUND PRIMARY CABLE **Cust. No.:** 2192

Industry Standards: AEIC CS8 and ICEA S-94-649.

APPROVED BY:	Okonite Product Code 162-23-9099				Date: 04/07/21
PREP. BY	SCALE	INQUIRY NO.	ITEM NO.	SERIAL NO.	DRAWING NO.
RWP 04/07/21 TDN	None	55-10185	001	35809	T - 66383

www.okonite.com

Cable Dimensions are Subject to Normal Manufacturing Tolerances.
Cable Image is representative and meant to display individual cable components and is not to scale.

BID DATA SHEET
UNDERGROUND PRIMARY CABLE
BENTONVILLE ELECTRIC UTILITIES DEPARTMENT

Bid Number	IFB-21-26	
Date	4/6/21	
Distributor	Irby	
Manufacturer	Okonite	
Manufacturing Plant Location	Orangeburg, SC	
Wire Size	750 kcmil	
Outside Diameter - Over Insulation	1.472	Inches
Outside Diameter - Complete Cable	1.948	Inches
Weight of completed cable	2,209	lbs / 1000 Ft.
EPR Compound	Okonite Okoguard	
Series Resistance of Cable per Phase @ 75 C	0.0283	Ohms / 1000 Ft.
Series Reactance of Cable per Phase @ 75 C, 60 HZ	0.0317	Ohms / 1000 Ft.
Recommended pulling tension	6,000/conductor	Lbs
Minimum Bending Radius	15.75/conductor	Inches
****3 PH Cable Ampacity****		
@ 50% Load Factor	572	Amps
@75% Load Factor	528	Amps
@100% Load Factor	483	Amps
1 PH Cable Ampacity (1/0 Only)		
@ 50% Load Factor	n/a	Amps
@75% Load Factor	n/a	Amps
@100% Load Factor	n/a	Amps

** For cable ampacity calculations, assume conductor temperature of 90 C, ambient earth temperature 20 C, soil thermal resistivity RHO-90. For three phase applications, assume a triplexed arrangement. Assume conduit sizes as listed in section 6 of the specifications. Conduit direct-buried at 36" to center of conduit.

BEUD's system voltage is 12,470 / 7,200 volts

A separate Bid Data Sheet must be completed for each wire size quoted.

This form must be completely filled in and included with all bid submittals at the time bids are due. Bid Submittals without the Bid Data Sheet will be deemed "non-responsive" and will not be evaulated for award. Only BEUD's Bid Data Sheets will be acceptable.

Agenda Item Form

Date of City Council Meeting	**5/11/2021**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: Public Hearing and Ordinance

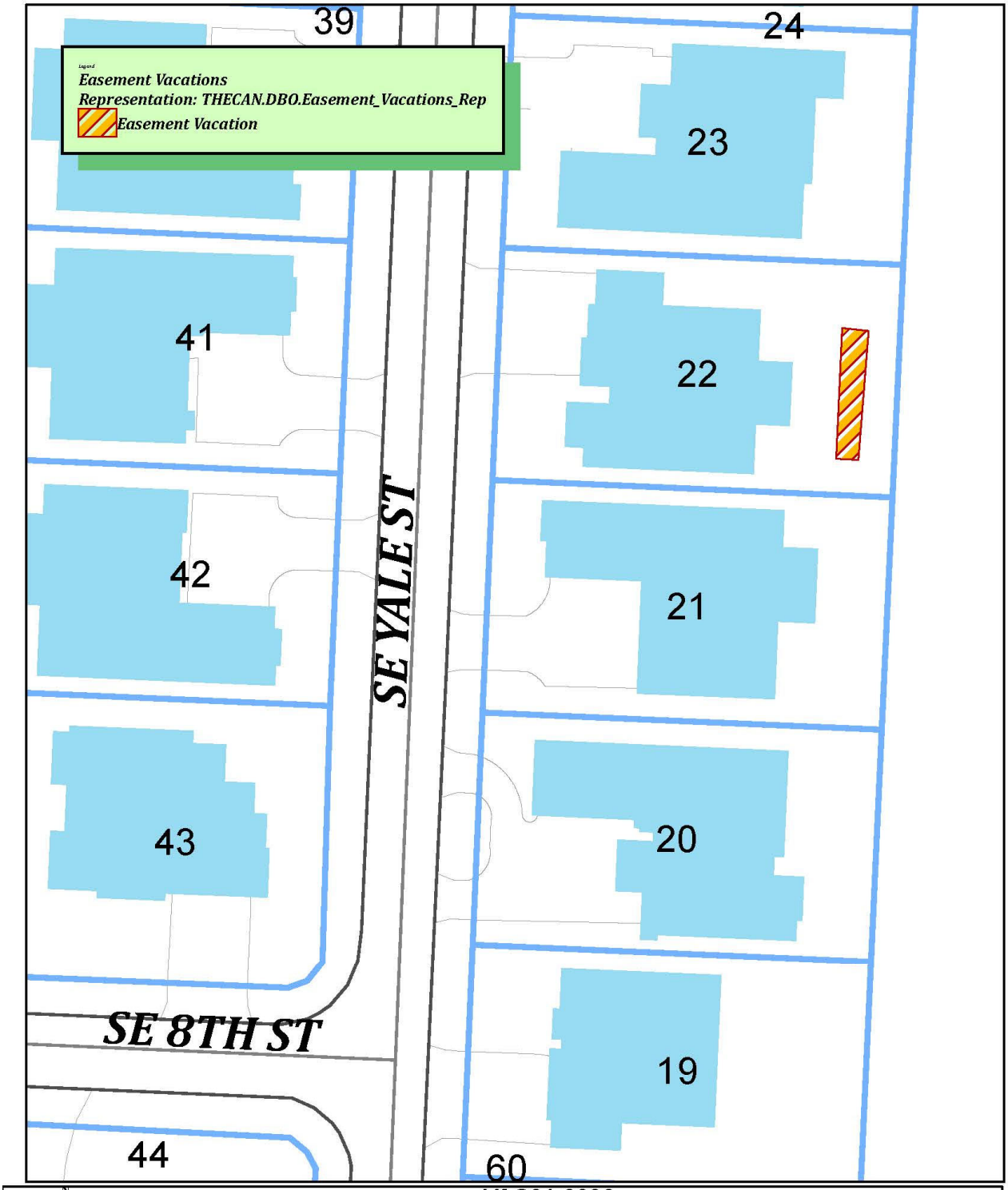
☐ Budget Adjustment	☐ Change Order	☑ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating a Utility Easement 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
N
W
E
S
1 inch = 41 feet
VAC21-0006
Proposed Easement Vacation
705 SE Yale St

~ 203 ~

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_____

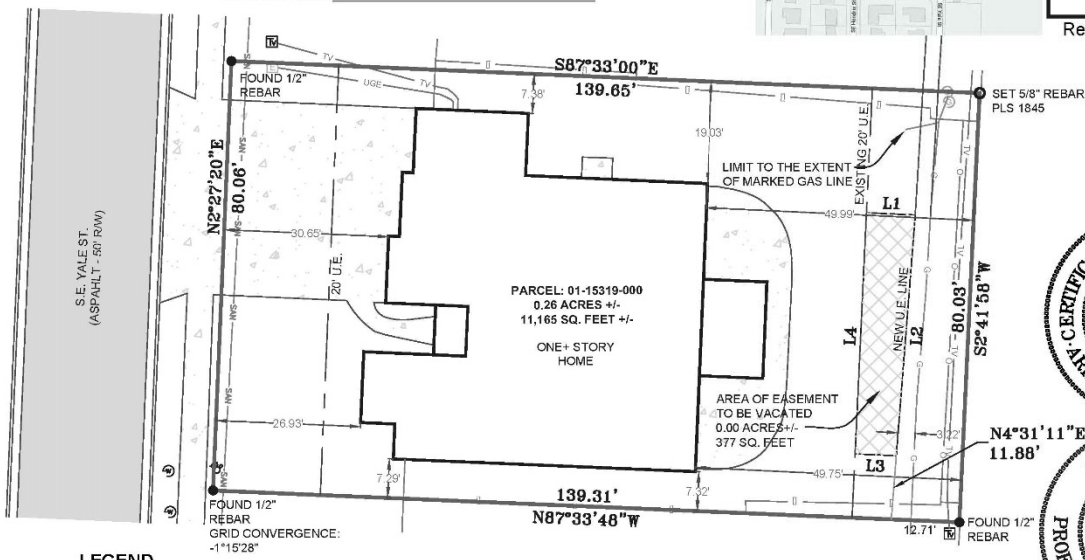
COX COMMUNICATION_____

AT&T_____

BLACK HILLS ENERGY_____

Vicinity Map
N.T.S.

Recording Information



LEGEND

●	MONUMENT FOUND (AS NOTED)
○	MONUMENT SET (AS NOTED)
W	WATER METER
E	ELECTRICAL RISER
TV	CABLE RISER
G	GAS METER
—[]—	WOOD FENCE
—o—	CHAIN LINK FENCE
—G—	GAS LINE
—UGE—	UNDERGROUND ELECTRIC LINE
—TV—	TELEVISION CABLE
— — —	20' UTILITY EASEMENT
— . —	BUILDING SETBACK
———	BOUNDARY LINE

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

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.

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

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 705 SE YALE STREET OF COLLEGE PLACE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC21-0006).

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

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

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

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.

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	**696-0229**

Item Type: Set Public Hearing

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

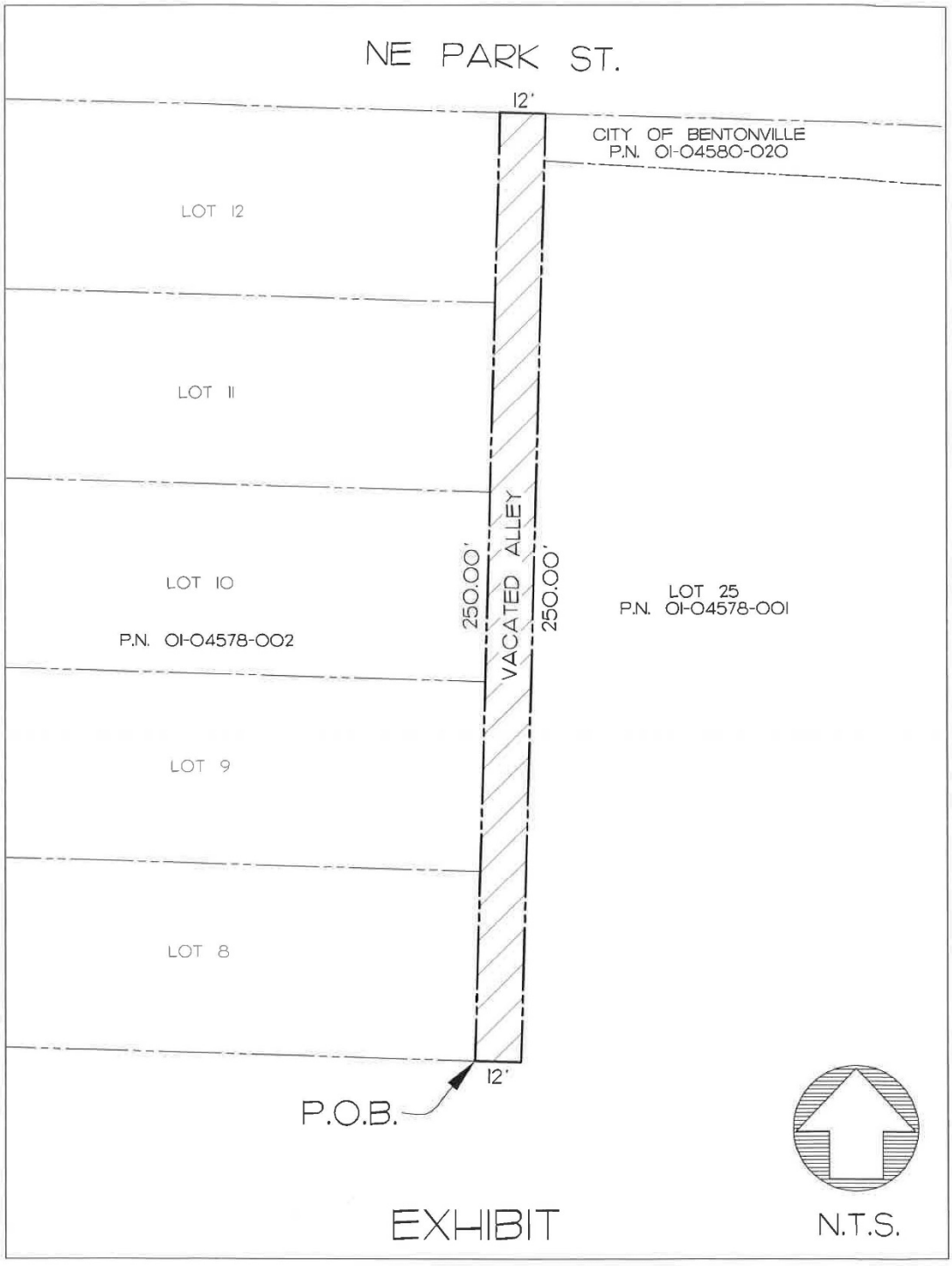
Recommendation/Suggested Action ***(Enter recommendation in space below):***

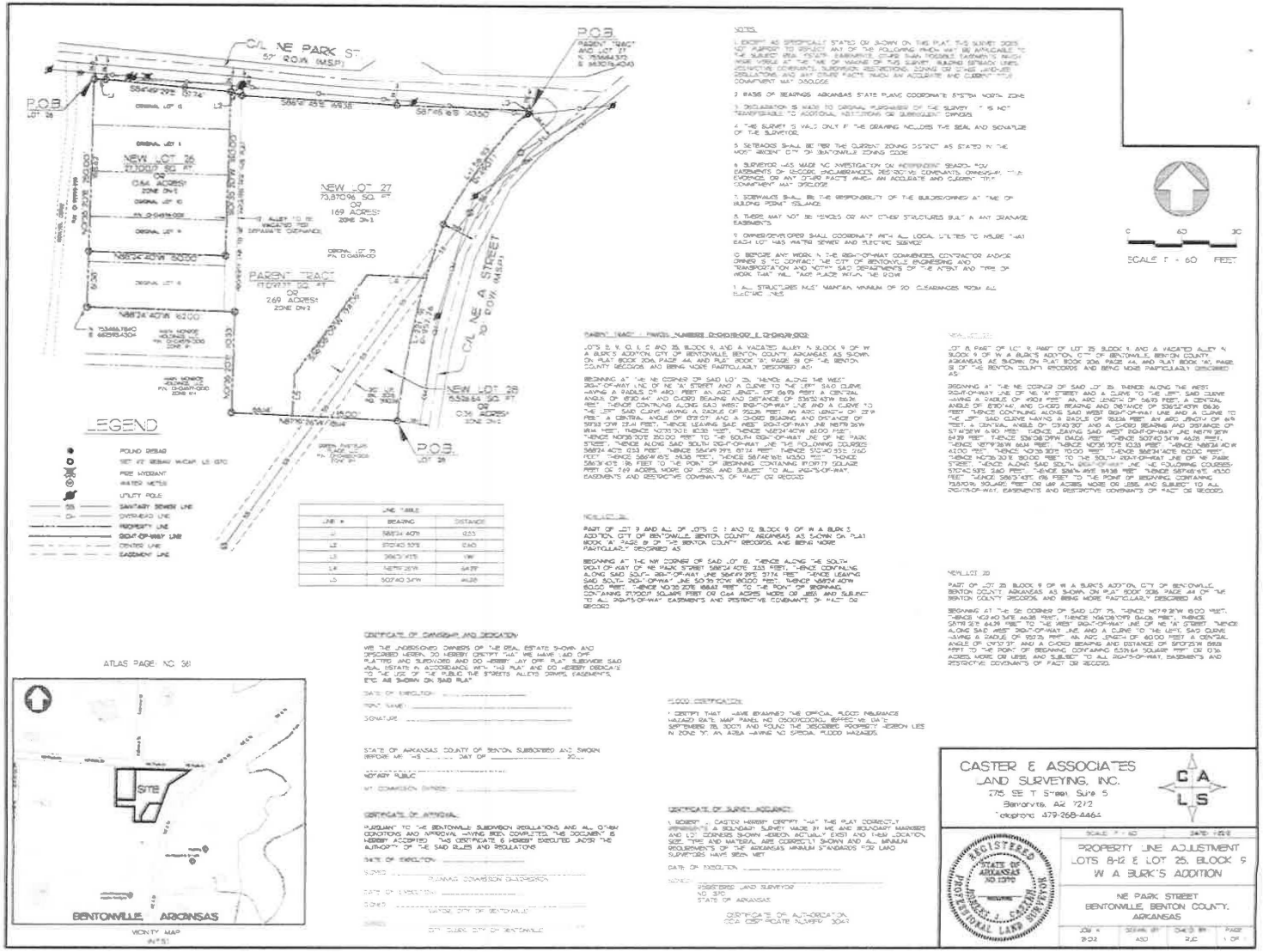
Resolution setting a public hearing for May 25, 2021 to vacate an Alley Right of Way at Lot 25 of W.A. Burk's Addition (VAC21-0008).

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
Alley Vacation
NE PARK ST
NE MONROE ST
FILLMORE ST
NE A ST
28
29
30
17
16
6A
4
3
2
1
14
13
26
24
23
22
21
20
19
18
17
16
15
14
12
11
10
9
8
7
6
5
4
3
2
25
17A
16A
15A
14A
13
8
4
3
2
1 inch = 78 feet
VAC21-0008
Proposed Alley Vacation
NE Park St


NE PARK ST.
12'
CITY OF BENTONVILLE
P.N. 01-04580-020
LOT 12
LOT 11
LOT 10
P.N. 01-04578-002
LOT 9
LOT 8
250.00'
VACATED ALLEY
250.00'
LOT 25
P.N. 01-04578-001
12'
P.O.B.
EXHIBIT
N.T.S.



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 VISIBLE EASEMENTS IN USE WHERE AT THE TIME OF MAKING OF THIS SURVEY, BUILDING SETBACK LINES, COVENANTS, RESTRICTIONS, SUBDIVISION RESTRICTIONS, ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.

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

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

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

5. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE.

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

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

8. TREES MAY NOT BE REMOVED OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

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

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

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

PARENT TRACT - PARCEL NUMBERS 01-04918-002, & 01-04918-003:

LOTS 5, 6, 7, 8, 9, 10, 11, 12, AND 25, BLOCK 9, AND A VACATED ALLEY IN BLOCK 9 OF W. A. BURK'S ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT BOOK 2016, PAGE 44, AND PLAT BOOK "A", PAGE 91 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NE CORNER OF SAID LOT 25; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF NE "A" STREET AND A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 480.0 FEET, AN ARC LENGTH OF 69.73 FEET, A CENTRAL ANGLE OF 8°19'44", AND CHORD BEARING AND DISTANCE OF S36°52'40"W 69.67 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 952.39 FEET, AN ARC LENGTH OF 27.19 FEET, A CENTRAL ANGLE OF 1°38'01", AND A CHORD BEARING AND DISTANCE OF S30°53'09"W 27.41 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N89°19'26"W 181.41 FEET; THENCE N00°39'01"E 80.38 FEET; THENCE N89°24'40"W 61.00 FEET; THENCE N00°39'01"E 250.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NE PARK STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES: S89°24'40"E 17.53 FEET; THENCE S84°49'39"E 81.74 FEET; THENCE S76°40'35"E 71.65 FEET; THENCE S68°41'45"E 34.36 FEET; THENCE S67°46'16"E 43.50 FEET; THENCE S36°41'05"E 1.96 FEET TO THE POINT OF BEGINNING CONTAINING 17,727.77 SQUARE FEET OR 0.269 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF FACT OR RECORD.

NEW LOT 26

LOT 6, PART OF LOT 5, PART OF LOT 25, BLOCK 9, AND A VACATED ALLEY IN BLOCK 9 OF W. A. BURK'S ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT BOOK 2016, PAGE 44, AND PLAT BOOK "A", PAGE 91 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NE CORNER OF SAID LOT 25; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF NE "A" STREET AND A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 480.0 FEET, AN ARC LENGTH OF 54.93 FEET, A CENTRAL ANGLE OF 6°33'40", AND CHORD BEARING AND DISTANCE OF S36°52'40"W 54.90 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 952.39 FEET, AN ARC LENGTH OF 41.79 FEET, A CENTRAL ANGLE OF 2°30'57", AND A CHORD BEARING AND DISTANCE OF S31°38'39"W 41.78 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N81°19'26"W 64.39 FEET; THENCE S31°08'09"W 84.06 FEET; THENCE S07°40'34"W 46.28 FEET; THENCE N87°19'26"W 66.14 FEET; THENCE N00°39'01"E 10.33 FEET; THENCE N89°24'40"W 61.00 FEET; THENCE N00°39'01"E 307.00 FEET; THENCE S89°24'40"E 60.00 FEET; THENCE N00°39'01"E 80.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NE PARK STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES: S72°40'53"E 31.60 FEET; THENCE S78°14'49"E 84.38 FEET; THENCE S87°46'16"E 43.50 FEET; THENCE S36°41'05"E 196 FEET TO THE POINT OF BEGINNING, CONTAINING 7,870.96 SQUARE FEET OR 0.18 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF FACT OR RECORD.

NEW LOT 27

PART OF LOT 25, BLOCK 9 OF W. A. BURK'S ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2016, PAGE 44, AND PLAT BOOK "A", PAGE 91 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NE CORNER OF SAID LOT 25; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF NE "A" STREET AND A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 480.0 FEET, AN ARC LENGTH OF 69.73 FEET, A CENTRAL ANGLE OF 8°19'44", AND CHORD BEARING AND DISTANCE OF S36°52'40"W 69.67 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 952.39 FEET, AN ARC LENGTH OF 41.79 FEET, A CENTRAL ANGLE OF 2°30'57", AND A CHORD BEARING AND DISTANCE OF S31°38'39"W 41.78 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N81°19'26"W 64.39 FEET; THENCE S31°08'09"W 84.06 FEET; THENCE S07°40'34"W 46.28 FEET; THENCE N87°19'26"W 66.14 FEET; THENCE N00°39'01"E 10.33 FEET; THENCE N89°24'40"W 61.00 FEET; THENCE N00°39'01"E 307.00 FEET; THENCE S89°24'40"E 60.00 FEET; THENCE N00°39'01"E 80.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NE PARK STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES: S72°40'53"E 31.60 FEET; THENCE S78°14'49"E 84.38 FEET; THENCE S87°46'16"E 43.50 FEET; THENCE S36°41'05"E 196 FEET TO THE POINT OF BEGINNING, CONTAINING 73,870.96 SQUARE FEET OR 1.69 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF FACT OR RECORD.

NEW LOT 28

LOT 5 AND ALL OF LOTS 6, 7 AND 8, BLOCK 9 OF W. A. BURK'S ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT BOOK "A", PAGE 91 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NW CORNER OF SAID LOT 8; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF NE PARK STREET S89°24'40"E 233.11 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE S84°49'39"E 51.74 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE S0°39'01"W 180.00 FEET; THENCE N89°24'40"W 80.00 FEET; THENCE N0°39'01"E 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING 21,700.01 SQUARE FEET OR 0.48 ACRES MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF FACT OR RECORD.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°24'40"E	17.53'
L2	S72°40'53"E	31.60'
L3	S84°49'39"E	51.74'
L4	N87°19'26"W	64.39'
L5	S07°40'34"W	46.28'

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 AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, ROADS, 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

ATTEST: _____
CITY CLERK, CITY OF BENTONVILLE

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0010J, EFFECTIVE DATE SEPTEMBER 18, 2007, AND FOUND THE DESCRIBED PROPERTY WITHIN LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

CERTIFICATE OF SURVEY ACCURACY:

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

DATE OF EXECUTION: _____

ROBERT J. CASTER
REGISTERED LAND SURVEYOR
NO. 670
STATE OF ARKANSAS

CERTIFICATE OF AUTHORIZATION
C.O.A. CERTIFICATE NUMBER: 3043

ATLAS PAGE: NO. 58

VICINITY MAP
(NTS)

CASTER & ASSOCIATES
LAND SURVEYING, INC.
275 SE T Street, Suite 5
Bentonville, AR 72712
cre@cre 479-268-4464

C A
L S

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

SCALE: 1" = 60' | DATE: 1-22-19

PROPERTY LINE ADJUSTMENT
LOTS 8-12 & LOT 25, BLOCK 9
W A BURK'S ADDITION

NE PARK STREET
BENTONVILLE, BENTON COUNTY, ARKANSAS

JOB #	DRAWN BY	CHK'D BY	PAGE
1922	ASD	RJC	1 OF 1

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 Rob Caster requesting Alley Right-of-Way Vacation (VAC21-0008) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

PART OF A 12 FOOT WIDE ALLEY LYING BETWEEN LOTS 8, 9, 10 11 & 12, BLOCK 9 AND LOT 25, BLOCK 9 OF W A BURK'S ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK "A" PAGE 81, AND PLAT BOOK 2016 PAGE 144 OF TAE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT TUE SE COQNEQ OF SAID LOT 81 TUE-NCE
NO1'35'20"E 250.00 FEET, THENCE S88'24'40"E 12.00 FEET,
THENCE S01'35'20"W 250.00 FEET, THENCE N88'24'40W 12.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,000.14 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Way is set for a hearing May 25, 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
City of Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**5/25/2021**
Department	**Engineering Department**
Submitted by	**Dan Weese**
Phone	**(479) 254-2024**

Item Type: (*Check Applicable Item Type*)

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

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

Staff recommends that the Mayor and City Council approve a Reconciliation Change Order (RCO) for Town Vu Bridge Improvements project. The final contract amount is $94,604.00 less than the currently contracted amount of $811,198.00. Crossland Heavy Contractors, Inc. is also requesting an additional 18 calendar days be added to the contract time. The final contract amount after the RCO will be $716,594.00.

Estimated Cost	**($94,604.00)**
Is this Item Budgeted?	☑ Yes ☐ No

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

CHANGE ORDER NO. 1 (Reconciliation)

Replacement of Town Vu Road Bridge at McKissic Creek
City of Bentonville, Arkansas (Bid No. 20-15)

Date: March 22, 2021

Contractor: Crossland Heavy
Engineer: Morrison-Shipley Engineers, Inc.

Current Contract Amount: $ 811,198.00
Contract Time (calendar days): 120

Bid Item	Add or Delete	Description	Units	Quantity	Unit Cost	Total Cost
2	Delete	Contingency	Lump Sum	-0.9705	$ 75,000.00	$ (72,787.00)
12	Delete	Undercut Excavation and Backfill (Select Material)	Cu. Yd.	-206	$ 23.50	$ (4,841.00)
13	Add	Undercut Excavation and Backfill (Oversized Rock)	Cu. Yd.	8	$ 45.00	$ 360.00
15	Delete	Oversized Rock	Cu. Yd.	-102	$ 39.00	$ (3,978.00)
17	Delete	Rock Excavation	Cu. Yd.	-99	$ 120.00	$ (11,880.00)
26	Add	Concrete Curb & Gutter	Lin. Ft.	10	$ 19.00	$ 190.00
38	Add	Handrail	Lin. Ft.	2	$ 65.00	$ 130.00
39	Delete	Gas Line Trenching	Lin. Ft.	-62	$ 29.00	$ (1,798.00)
					TOTAL:	**$ (94,604.00)**

The sum of **$ (94,604.00)** is hereby ~~(added to)~~ (deducted from) the total contract price, and the total adjusted contract price to date date is: **$ 716,594.00**

The time provided for completion is hereby (increased by) ~~(decreased by) (unchanged)~~ 18 calendar days making the total contract time 138 days and the completion date December 10, 2020.

Recommended by:
MORRISON-SHIPLEY ENGINEERS, INC.

By: [redacted]
Neal T. Morrison, P.E. Date

Accepted by:
CROSSLAND HEAVY

By: [redacted]
Holten Elmore Date

Approved By:
CITY OF BENTONVILLE, AR

By:
Mayor Orman Date

Agenda Item Form

Date of City Council Meeting	**5/11/2021**
Department	**Police Department**
Submitted by	**Chief Jon Simpson**
Phone	**(479) 271-3170**

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 budget adjustment to accept and recognize five insurance settlements from Arkansas Municipal League (ARML) and apply these settlement amounts to our Vehicle Maintenance account. The settlements are related to the following motor vehicle related incidents, to include a February 25th event (amount $2,141.77, Unit 2010-114) in which an officer backed into a fixed object, a March 8th event (amount $4,411.99, Unit 2010-104) in which an officer damaged a vehicle during a response, a March 15th event (amount $2,614.76, Unit 2010-44) in which an officer was rear ended by a citizen motorist, and a March 16th event (amount $5,997.87, Unit 2010-51 and amount $11,070.60, Unit 2010-114) in which 2 vehicles were damaged during a felony arrest. These insurance settlements total $26,236.99, after any applicable deductibles, and the settlement amounts will closely cover the cost of all repairs.

Estimated Cost	**none**
Is this Item Budgeted?	☐ Yes ☑ No

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

Arkansas Municipal League insurance settlements will be applied.

Budget Adjustment Request

Date of City Council Meeting	5/11/2021
Department	Bentonville Police Department
Submitted by	Chief Jon Simpson
Phone	(479) 271-3170

Purpose of Budget Adjustment *(Enter purpose in space below):*
This is a budget adjustment to accept and recognize five insurance settlement from Arkansas Municipal League.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102010	37520	Misc. Income	$ 26,236.99	
102010	44420	Vehicle Maintenance and Repair		$ 26,236.99
		Totals	$ 26,236.99	$ 26,236.99
		Net Impact on Fund Balance	$	-
*Final Account Number will be determined by Accounting Department after approval and purchase				

Agenda Item Form

Date of City Council Meeting	**5/11/2021**
Department	**Human Resources**
Submitted by	**Ed Wheeler, HR Manager**
Phone	**(479) 271-3191**

Item Type: (*Check Applicable Item Type*)

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

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

Recommend City Council approve the addition of One (1) Building Inspector, Grade 20, and One (1) Building Permit Clerk II, Grade 17 to the City's 2021 Pay Plan. If approved, both of these positions will be filled by current staff via a promotion and a lateral transfer from existing positions.

Estimated Cost	**3,402**
Is this Item Budgeted?	☐ Yes ☑ No

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

The Fire Department will do a budget adjustment to transfer money from their payroll budget account over to the payroll budget account in the building inspection department to cover the cost of these promotions/transfers.

22 April, 2021

To: Bentonville City Council

From: Human Resources

Subject: Memo Concerning Promoting One (1) Employee and Transferring One (1) Employee in the building Inspections department.

1. Staff recommends that the City Council approve the addition of One (1) new Building Inspector position (Grade 20) and One (1) New Building Permit Clerk II, (Grade 17) in the Building Inspection department.

2. With the continued growth in new construction inspections, the Building Inspections department requests the addition of One (1) new Building Inspector. The department plans to promote an existing employee (Building Plans Examiner II) to this new Building inspector position. The cost to effect this change is $3,402 for additional salary & benefits for 7 months remaining in 2021, which will be a budget adjustment from the Fire Department.

3. The Building Inspections department also wants to transfer an Administrative Assistant II (currently in the Fire department but working the Building Inspections department) to the Building Inspections department and change their job title to Building Permit Clerk II, which is the same pay grade as the Administrative Assistant II position. The cost to transfer this position for 7 month remaining in 2021 is appx $34,016, which would be a budget adjustment from the Fire department.

Agenda Item Form

Date of City Council Meeting	**5/11/2021**
Department	**Human Resources**
Submitted by	**Ed Wheeler, HR Manager**
Phone	**(479) 271-3191**

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 to cover the cost of transferring one employee from the Fire Department to the Building Inspection Department and to cover a promotion in the Building Inspection Department.

Estimated Cost	**3,402**
Is this Item Budgeted?	☐ Yes ☑ No

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

Transfer available budget from Fire Department to Building Inspection Department to cover applicable costs.

Budget Adjustment Request

Date of City Council Meeting	5/11/2021
Department	Human Resources
Submitted by	Ed Wheeler
Phone	(479) 271-3191

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

To cover costs and expenses associated the promotion of One (1) employee in the buidling inspection department and the later transfer of (1) employee from the Fire Department to the Building Inspection Department. The amount includes salaries and benefits costs.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102050	41010	Full-Time Salaries & Wages		24,332.80
102020	41010	Full-Time Salaries & Wages		(24,332.80)
102050	41810	APERS Retirement		3,813.60
102020	41810	APERS Retirement		(3,813.60)
102050	41420	Add-Pay Associates Degree		560.00
102020	41420	Add-Pay Associates Degree		(560.00)
102050	41510	FICA		1,472.62
102020	41510	FICA		(1,472.62)
102050	41510	Medicare		342.08
102020	41510	Medicare		(342.08)
102050	41710	Health insurance		2,963.55
102020	41710	Health Insurance		(2,963.55)
102050	41720	Long-Term Disability		39.36
102020	41720	Long-Term Disability		(39.36)
102050	41740	Dental Insurance		491.55
102020	41740	Dental Insurance		(491.55)

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102020	41010	Full-Time Salaries & Wages		(3,402.27)
102050	41010	Full-Time Salaries & Wages		2,772.00
102050	41510	FICA		166.63
102050	41510	Medicare		38.97
102050	41810	APERS Retirement		424.67
		Totals	$ -	$ -
		Net Impact on Fund Balance	$	-
*Final Account Number will be determined by Accounting Department after approval and purchase				

102050

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