Revised Agenda:
Remove item 7.
Adding items 27a, 27b, and 28.

BENTONVILLE CITY COUNCIL AGENDA

Note – The public, members of the City Council, and City staff, may have the option to attend this meeting by remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use of facial coverings, and social distancing.

Public comments can be submitted by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. 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 attend 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.

City Council Meeting **Tuesday, December 14, 2021 6:00 p.m.**
City Hall **305 S.W. "A" Street**
Planning Commission Meeting Room

***If you would like to attend virtually, please register at the following link by 4:00 p.m. on December 14, 2021:**
https://us02web.zoom.us/webinar/register/WN_HNsHJ0sVRfyeMUpr5W2VmA

Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: November 23, 2021

AGENDA

1. Recognize members of the Community Council and Youth Council for their completion of the year-long program, and Betsy Batey, outgoing Public Library Advisory Board member.

2. Presentation - Raftelis will walk the City Council through the process of the sewer rate study including an overview of cost of service analysis, rate design process, and financial planning for the wastewater utility. In addition, the presentation will include a values/pricing objectives workshop to provide guidance for the study. This is the first engagement with City Council and is not a presentation of final recommended rates. **(Page 10)**

3. Ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Hatfield Cook Annexation) **(Pages 11-35)**

4. Planning:

4a. **Resolution amending the Master Street Plan of the city of Bentonville, Arkansas.**

(Pages 40-97)

The Planning Commission voted 7-0, recommending approval.

4b(1). **Resolution adopting revisions to the Future Land Use Map of the City of Bentonville to Change Real Estate from its present land use classification of Agricultural to Medium Density Residential. SW Barron Road, (Project number: RZ21-0073).**

(Pages 98-102)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Agriculture. Agriculture areas include larger properties used primarily for the raising of crops or livestock. These properties may also include residences and farm-related structures. The applicant is requesting a change in the Future Land Use Plan to Medium Density Residential. 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.

This property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure to capitalize on municipal investment that has already taken place.

4b(2). **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of A-1, Agricultural to R-2, Medium Density Two Family and Townhome Residential and R-ZL Zero Lot Line Residential. SW Barron Road, (Project Number: RZ21-0073).**

(Pages 98-104)

The Planning Commission voted 7-0, recommending approval.

The R-2 District allows for a slightly higher density than the R-1 District, with residential uses separated from commercial and industrial activity. It encourages duplex and patio home development at appropriate locations. The district may be

located in developed areas or undeveloped areas of the City compatible with moderate density residential development.

The R-ZL District is a moderate density residential district designed to encourage the development of a variety of dwelling types including "zero lot line" units. Developments must be efficient in the use of land and utilities. It should be considered compatible with other residential use and may be used to create a transition from purely residential zones to medium and high-density residential zones.

4c(1). **Resolution adopting revisions to the Future Land Use Map of the City of Bentonville to Change Real Estate from its present land use classification of Low Density Residential to High Density Residential. 908 SE 3rd Street, (Project number: RZ21-0074).**

(Pages 105-110)

The Planning Commission voted 7-0, recommending approval.

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

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

4c(2). **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential. 908 SE 3rd Street, (Project Number: RZ21-0074).**

(Pages 105-112)

The Planning Commission voted 6-0, recommending approval.

The DN-3 district is established to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. At the ends of blocks, multifamily apartment buildings may be an appropriate use in this district.

4d(1). **Resolution adopting revisions to the Future Land Use Map of the City of Bentonville to Change Real Estate from its present land use classification of Medium Density Residential to Commercial. 203 A and B SW 4th Street, (Project number: RZ21-0077).**

(Pages 113-121)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium-Density Residential. The applicant requests a change in the Future Land Use Plan to Downtown Commercial. These areas include traditional mixed-use developments

with a focus on design character and pedestrian access. Ground-floor uses should include activities that capitalize on pedestrian traffic and support street life. Upper-floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown Commercial areas, but only where it is not detrimental to the character of the area and is secondary to an active use.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

4d(2). **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of R-1, Low Density Single Family Residential and R-O, Residential Office to DC, Downtown Core. 203 A and B SW 4th, (Project Number: RZ21-0077).**

(Pages 113-122)

The Planning Commission voted 7-0, recommending approval.

The DC district was established to maintain and expand the pedestrian oriented character of the town square. The physical form is of an urban character with uses that promote retail and entertainment venues with upper story residential uses permitted. Mixed use is defined as vertical mixed use with commercial and retail on the first floor and office and residential on the upper floors. Buildings are spaced closely or attached.

This proposed zoning district meets the intent of the Future Land Use Plan and is consistent with surrounding land uses.

4e. **Ordinance accepting a property line adjustment of Lots 1 and 2 of Westwood Subdivision, to the City of Bentonville, Arkansas. 307 S Walton Boulevard, (Project Number: PLA21-0036).**

(Pages 125-129)

The Planning Commission voted 7-0, recommending approval.

The property is currently zoned C-3, Mixed-Use Commercial, C-2, General Commercial, R-3, Medium-High Density Multifamily Residential, and R-1, Low Density Single-Family Residential. A property line adjustment of Lot 1 of Cherng Addition, Lots 15, 16, and 17 of West Side Addition, and un-platted land, creating new Lot 1 (+/- 8.30 acres) and Lot 2 (+/- 1.01 acres) of Westwood Subdivision. The plat dedicates an access easement along S Walton Boulevard to allow for cross access and a utility easement. The plat also dedicates right-of-way along S Walton Boulevard and SW 3rd Street per the Master Street Plan requirements.

4f. **Ordinance accepting a property line adjustment of Lots 7 and 8 of Riverwalk Farms Commercial Subdivision Phase 1, to the City of Bentonville, Arkansas. 3400 SW Regional Airport Boulevard, (Project Number: PLA21-0049).**

(Pages 130-133)

The Planning Commission voted 7-0, recommending approval.

The property is currently zoned PUD, Planned Unit Development. A property line adjustment of Lots 3 and 6 of Riverwalk Farms Commercial Subdivision Phase 1,

creating new Lot 7 (+/- 6.79 acres) and new Lot 8 (+/- 2.45 acres) of Riverwalk Farms Commercial Subdivision Phase 1. The plat dedicates a 43.2-foot sewer easement and a 25-foot access easement.

4g. **Ordinance accepting a property line adjustment of Lot 32 of Dunn & Davis Addition, to the City of Bentonville, Arkansas. 603, 605, and 609 SW C Street, (Project Number: PLA21-0051).**

(Pages 134-136)

The Planning Commission voted 7-0, recommending approval.

The property is currently zoned DE, Downtown Edge. A property line adjustment of Lots 3, 6, 7, Part 10 & 13, Block 5, of Dunn & Davis Addition, creating new Lot 32 (+/- 0.87 acres), Block 5, of Dunn & Davis Addition. The plat dedicates a 15-foot utility easement and also dedicates right-of-way along SW 7th Street per the Master Street Plan requirements.

4h. **Ordinance accepting a property line adjustment of Lot 21 of 2nd Eastside Addition, to the City of Bentonville, Arkansas. SE 4th Street, (Project Number: PLA21-0052).**

(Pages 137-139)

The Planning Commission voted 7-0, recommending approval.

The property is currently zoned DN-2, Downtown High Density Residential. A property line adjustment of existing Lots 13, 14 & 15 creating new Lot 21 (+/- 0.97 acres) of 2nd Eastside Addition. The plat dedicates a small piece of right-of-way in the southeast corner of the property along SW 4th Street per the Master Street Plan requirements.

4i. **Ordinance accepting a property line adjustment of Lot 8 of Enfield Park Subdivision, to the City of Bentonville, Arkansas. 602, 605, 606, and 609 Enfield Road, (Project Number: PLA21-0054).**

(Pages 140-143)

The Planning Commission voted 7-0, recommending approval.

The property is currently zoned R-1, Low Density Single Family Residential. A property line adjustment of existing Lots 1 through 7 creating new Lot 8 (+/- 4.24 acres) of Enfield Park Subdivision. The right of way for NE F Street and Enfield Road will be vacated by a separate process. The plat dedicates utility easements over portions of the vacated right-of-way for what used to be NE F Street and Enfield Road.

4j. **Ordinance accepting a Final Plat of Hawthorne Heights Phase 2, to the City of Bentonville, Arkansas. 903 NE Heights Lane, (Project Number: FP21-0004).**

(Pages 144-148)

The Planning Commission voted 7-0, recommending approval.

The property is currently zoned PRD, Planned Residential Development. Phase 2 consist of 33 total lots. 32 are single-family lots and one lot will be utilized as a

common lot. The final plat dedicates right-of-way for the extension of NE Benjamin Green to the north as well as right-of-way for the extension of NE Heights Lane to the west. The final plat dedicates utility drainage easements in various locations to serve the subdivision.

5. Ordinance amending Chapter 18 of the Bentonville Municipal Code to add Article 18-IV creating a business registry and requiring an annual business license for all businesses and non-profits with physical locations in the city limits of Bentonville. **(Pages 149-157)**

6. Resolution to support the installation of temporary artwork titled "Buffalo River Float" by artist Brandon Bullete on the Razorback Greenway trail segment behind Compton Gardens. The installation honors Dr. Neil Compton's role in saving the Buffalo River and celebrating the 50th anniversary of its designation as the first national river. The Peel Compton Foundation is the curator and the Bentonville Advertising and Promotion Commission is providing funding for the installation. There is no cost to the city. Memo and proposal attached. **(Pages 158-169)**

7. **Removed:** Resolution to support the installation of artwork titled "Mountain Biking Capital of the World" curated and funded by Runway Group. There is no cost to the city. Memo and proposal attached. **(Pages 170-178)**

8. Appointment of Dean Kruithof to fill one of two positions on the Board of Adjustment. The position was vacated by Jan Holland who declined reappointment. Dean is a retired City Manager with over 40 years of municipal management experience. He has been a resident of Bentonville for the last eight years. His first term will expire on December 31, 2026. **(Pages 179-183)**

9. Appointment of BJ Phillips to fill one of two positions on the Board of Adjustment. The position was vacated by Rustin Chrisco who declined reappointment. BJ is an architect with Burris Architecture and has been a resident of Bentonville for 29 years. His first term will expire on December 31, 2026. **(Pages 184-188)**

10. Utility Board:

10a. Change Order to the agreement with UFS for the 2020 Cost of Service Study for $10,708.75. Approved by Utility Board 5-0. **(Pages 189-191)**

10b. Change Order to the Ampirical agreement to perform engineering for the OH electric upgrades on SE "J" St. and SE 14th St. required for the WMT Campus Development for $312,934.00. This cost will be covered by Wal-Mart. Approved by Utility Board 5-0. **(Pages 192-202)**

10c. Resolution authorizing the Mayor and City Clerk to enter into a agreement (Addendum #5) with Wal-Mart to perform engineering for the OH electric upgrades on SE "J" St. and SE 14th St. required for the WMT Campus Development for $312,934.00. This will be paid for by the Wal-Mart. Approved by Utility Board 5-0. **(Pages 203-210)**

10d. Budget adjustment to recognize $312,934.00 from Wal-Mart to cover the engineering for the OH electric relocation on SE "J" St. and SE 14th St. with Ampirical. Approved by Utility Board 5-0. **(Pages 211-212)**

10e. Budget Adjustment related to Professional Services Other related to increased credit card processing costs. Approved by the Utility Board 5-0. **(Pages 213-215)**

10f. Approval of a resolution that allows the City of Bentonville to be reimbursed via a future bond sale for the payment of the February 2021 Winter Storm Costs. The Utility Board voted 5-0 recommending approval. **(Pages 216-218)**

10g. Approval of a Budget Adjustment to allow the City of Bentonville to pay the February 2021 Winter Storm Costs. The City will pay this out of reserves with the intention of reimbursing reserves through a debt issuance in the 1st quarter of 2022. The Utility Board voted 5-0 recommending approval. **(Pages 219-220)**

11. Bid award for 3ph transformers to the lowest bidder as shown on the attached bid tabulation in the amount of $272,764.00 plus applicable taxes. **(Pages 221-245)**

12. Ordinance to be adopted by City Council approving the 2022 City Pay Plan. All costs associated with the adoption of the pay plan are included in the 2022 budget. **(Pages 246-250)**

13. Ordinance to be adopted by City Council approving the 2022 City Personnel Policy Manual. All changes to the City Personnel Policy manual involving funding have been included in the 2022 budget. **(Pages 251-262)**

14. Resolution setting a public hearing for January 11, 2022, for a Utility Easement Vacation requested for 806-808 NE A Street (VAC21-0031). **(Pages 263-265)**

15a. Bid Award of IFB 21-71 to Crossland Heavy Contractors for the construction of street infrastructure improvements to include a protected bicycle lane on both NW 3rd and SW 8th. Crossland Heavy Contractors submitted the sole bid for this project. Staff has reviewed the project scope of work and believes it is appropriate to award this bid as submitted. The project deliverables differ from the type of work that has been contested separately and was referenced by counsel for NACA at a previous Council meeting. Additionally, staff and engineering oversight will enable the City to directly monitor compliance with contract terms and specifications for this project. **(Pages 266-284)**

15b. Budget adjustment approval for the construction of street infrastructure improvements to include protected bicycle lanes on NW 3rd and SW 8th streets. Grant in the amount of $1.4M was accepted at the Nov. 23rd Council meeting. This Budget Adjustment will allow for expenditure of Grant funds and utilize Street Reserve Fund ($196,231.00) for the amount not covered by the Grant. **(Pages 285-287)**

16a. Bid Award of IFB 21-67 to N.E.C., Inc., for the construction of Walton/Tiger/NW 12th intersection improvements. N.E.C., Inc., submitted the sole bid for this project. **(Pages 288-312)**

16b. Budget adjustment for $426,951.00 to allow for the construction of Walton/Tiger/NW 12th intersection improvements. This project has received two STBGP-A grants for a total of $1,000,000.00. **(Pages 313-318)**

17. Resolution authorizing the Mayor and Clerk to enter in to an agreement with ESO Solutions for RMS software and to begin converting 22 years of records into the new software. The total cost of the agreement for 2022 is $45,295.99. The agreement is renewable annually with an annual (reoccurring) cost of $37,656.00.

While ESO will begin converting records after Council approval of this agreement, there will be no costs incurred until after January 1, 2022. **(Pages 319-327)**

18. Bid Award to The Armored Group, LLC through the participation in the General Services Administration (GSA) Cooperative (Co-op) Contract, GS-07F-9375S for the purchase of a 2021 Chevrolet Suburban 4WD SUV with B6/NIJ III Armor, as equipped with emergency equipment (non-tactical armored vehicle and vehicle armoring services). Use of a Co-Op is allowed pursuant to Arkansas State Schedule 19-11-249; Purchasing performed an evaluation of the GS-07F-9375S contract, determining that the use of the contract was in line with both Arkansas State Statute and City Purchasing procedures. This is a budgeted item in the 2022 budget - see attached sales proposal for additional details. **(Pages 328-341)**

19. Budget Adjustment to allow the City to move forward with network security improvements utilizing ARPA funding. **(Pages 342-344)**

20. Reappointment of Nathan Pollet to the Library Advisory Board. Mr. Pollet has been an active member of the board and his contributions have added value to our library. This will be his second and final five-year term that begins January 1, 2022 and will expire on December 31, 2026. **(Pages 345-349)**

21. Reappointment of Kimberly Seay to the Library Advisory Board. Mrs. Seay has been an active member of the board and her contributions have added value to our library. This will be her second and final five-year term that begins January 1, 2022 and will expire on December 31, 2026. **(Pages 350-354)**

22a. Bid award for City Council approval of IFB 21-57-RE-BID in the amount of $533,417.50 to Milestone Construction for the purchase of materials, labor and services to construct dog park and playground area improvements at Orchards Park. The City will also be adding a $26,582.50 owners contingency to the contract, bringing the total potential contract amount to $560,000.00. See the attached Bid Tabulation and Bid Submission forms for additional information. **(Pages 355-373)**

22b. Budget adjustment requested by Parks and Recreation Staff to fund the full construction of the Orchards Park dog park and playground surroundings at Orchards Park and to provide a contingency balance for the project bid IFB 21-57-RE-BID. **(Pages 374-376)**

23. Budget adjustment requested by Parks and Recreation Staff in the amount of $255,768.00 to fund the purchase of equipment, materials and services that will be used for the establishment of a new playground at Orchard Park. **(Pages 377-383)**

24a. Resolution for City Council approval authorizing the Mayor and Clerk enter into an amended GMP agreement with Flintco, in the amount of $7,353,275 for the construction of 28th Street Park. **(Pages 384-416)**

24b. Resolution for City Council approval authorizing the Mayor and Clerk enter into a grant agreement for an amended GMP agreement with Flintco, in the amount of $7,353,275.00 for the construction of 28th Street Park. **(Pages 417-425)**

24c. Budget adjustment for City Council approval in the amount of $7,373,275.00, for the construction of 28th Street Park. **(Pages 426-427)**

25. Resolution for City Council approval authorizing the Mayor and Clerk enter into an amended GMP agreement with Flintco, in the amount of $4,447,924.00 for the construction of the SW Bright Road extension from SW Regional Airport Road to SW 28th Street. **(Pages 428-454)**

26. City Administration recommends appointing Mayor Stephanie Orman as a City of Bentonville representative on the NWA Conservation Authority Board. This term begins January 1, 2022 and will expire on December 31, 2027. Mayor Orman will be replacing George Spence whose term expires December 31, 2021. Mr. Spence has served on the NACA board for approximately 18 years and is not seeking reappointment. **(Page 455)**

27a. Approval of a budget adjustment in an amount up to $76,508 for Bentonville Public Library to accept and expend CARES Act (ARPA) grant funds, if awarded. The project will expand BPL's "remoteLocker" system at the Bentonville Community Center and on the veranda at the main library. Funds are also designated for improvement of the library's WIFI access. Purchases will only be made if funds are approved, and only up to the amount awarded, by the Arkansas Legislative Council (ALC) during a meeting that is scheduled for December 17, 2021. Purchases must be ordered by December 31, 2021. The funding is made possible by the CARES Act and administered by the Arkansas State Library. **(Page 456-458)**

27b. Ordinance authorizing the mayor and the city clerk to purchase equipment from Bibliotheca to expand Bentonville Public Library's remoteLocker systems and waiving the requirement of competitive bidding. **(Page 459-464)**

28. Budget adjustment accepting a donation from Kathryn Carr, in the amount of $10,000.00 for the new Bentonville Animals Services & Adoption Center. Mrs. Carr has chosen to sponsor the Stray Cat Room; this gift will be used to purchase equipment for that room. **(Page 465-467)**

29. Motion by City Council to cancel the December 28, 2021, City Council meeting and resume regular schedule on January 11, 2022.

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Water Utilities (Wastewater)**
Submitted by	**Mike Bender**
Phone	**(479) 271-6873**

Item Type: (*Check Applicable Item Type)*

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

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

Presentation - Raftelis will walk the City Council through the process of the sewer rate study including an overview of cost of service analysis, rate design process, and financial planning for the wastewater utility. In addition, the presentation will include a values/pricing objectives workshop to provide guidance for the study. This is the first engagement with City Council and is not a presentation of final recommended rates.

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	**12/14/2021**
Department	**Administration**
Submitted by	**Jim Wheeless**
Phone	**(479) 271-5926**

Item Type: (*Check Applicable Item Type)*

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

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

Ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Hatfield Cook Annexation)

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

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

ORDINANCE NO._____

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BENTONVILLE, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF BENTONVILLE, AND ASSIGNING SAME TO WARDS.

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by all of the owners of the hereinafter described territory, said owners being listed in Exhibit "A" to this ordinance, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the __**21**__ day of ____**October**_____**, 2021**, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

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

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

Section 2. That the above described territory shall be annexed to and made a part of Ward _4_ of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

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

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

PASSED AND APPROVED THIS _____ DAY OF December, 2021.

APPROVED:_____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. KIRBY ROMINES, City Clerk

'EXHIBIT A'
Hatfield Cook Annexation

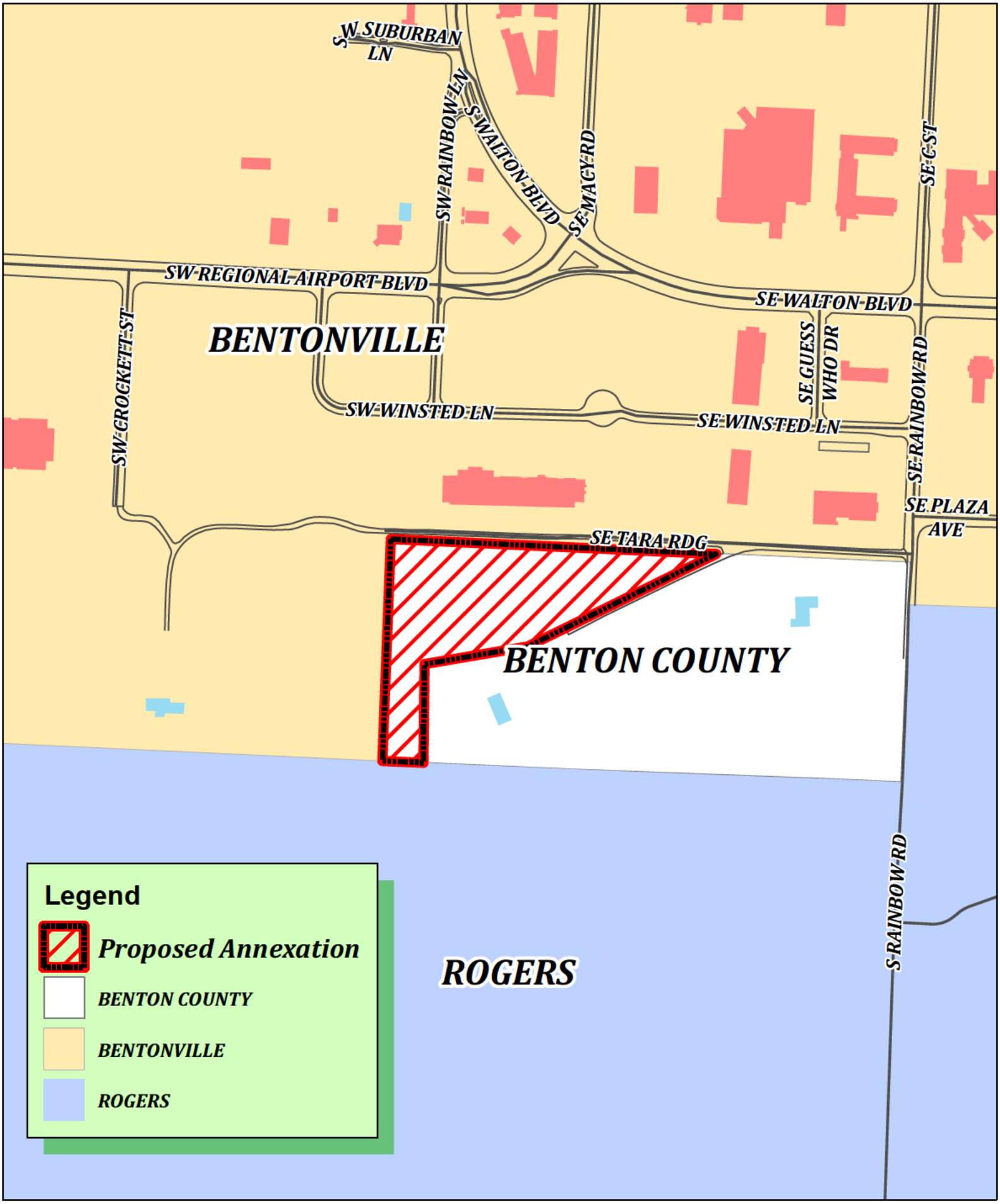
Hatfield & Cook LLC._____ 18-06435-005

Exhibit 'B'
Hatfield Cook Annexation

Part of the NE ¼ of the SE ¼ and Part of the NW ¼ of the SE ¼ of Section 7, Township 19N, Range 30W, Benton County, Arkansas, and more particularly described as follows:

Commencing at the SE Corner of said NE ¼ of the SE ¼.
Thence N2°10'19"E, 612.20';
Thence N87°20'20"W, 532.82' to the Point of Beginning.

Thence S63°47'16"W, 576.65';
Thence S80°20'13"W, 288.41';
Thence S0°39'38"W, 271.33';
Thence N87°36'36"W, 112.63';
Thence N2°9'10"E, 611.05';
Thence S87°22'45"E, 895.41' to the Point of Beginning.



N
W E
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1 inch = 333 feet

Exhibit 'B'
Proposed Annexation
Hatfield Cook

BENTON COUNTY

STATE OF ARKANSAS

BETSY HARRELL

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

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

October 22, 2021

Honorable Stephanie Orman
City of Bentonville
305 SW A St
Bentonville, AR 72712

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

Dear Mayor Orman:

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

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

Please feel free to contact me if you have questions.

Sincerely,

BETSY HARRELL, County Clerk

enc

FILED

2021 OCT 21 PM 1:43

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

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

COUNTY COURT CASE NO. CC 2021-33

ORDER AUTHORIZING ANNEXATION PURSUANT TO ACA § 14-40-609

I, Barry Moehring, County Judge of Benton County, having reviewed the attached petition for annexation and verification of petition, hereby find that the petition:

1) is in writing;
2) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming their desire to be annexed;
3) contains an accurate description of the relevant property or properties;
4) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;
5) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town – additionally a copy of the letter from the State of Arkansas GIS office approving the legal description for the annexation was provided; and
6) includes a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.

The County Clerk is directed to forward a copy of this order and the related Petition to the Mayor of the City of BENTONVILLE.

[redacted]

HON. BARRY MOEHRING, County Judge

10 · 21 · 2021

Date

2021 4338

FILED

2021 OCT 20 AM 11:52

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

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

CC 2021-33

VERIFICATION OF PETITION FOR ANNEXATION PURSUANT TO ACA § 14-40-609

We, Betsy Harrell, County Clerk of Benton County, and Roderick Grieve, County Assessor of Benton County, attest as follows:

Our offices have received the attached petition seeking annexation. The petition has been reviewed and we hereby verify that the petition:

(A) is in writing;

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

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

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

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

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

[redacted]
HON. BETSY HARRELL, County Clerk

[redacted]
HON. RODERICK GRIEVE, County Assessor

Date: October 12, 2021
Subject: Proposed Annexation Checklist
CC 2021-33 Bentonville, AR

✓ (A) is in writing;

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

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

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

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

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

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

[redacted]

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

FILED

2021 OCT 14 AM 10: 37

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

IN THE MATTER OF ANNEXING TO THE CITY
OF BENTONVILLE, ARKANSAS CERTAIN TERRITORY
CONTIGUOUS TO SAID CITY NO. 2021-33

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 9-1-2021

Come now the undersigned petitioners, and state as follows:

1. That we, owning 100% of the property in the following described area, do hereby petition, pursuant to A.C.A. §14-40-609, the City Council of Bentonville, Arkansas, to annex the following lands to the City of Bentonville, Arkansas.

Refer to Exhibit "A"

2. We further state that this petition is signed by one hundred percent (100%) of the real estate owners owning one hundred percent (100%) of the acreage in said area and that the area to be annexed does not contain property whose owners do not wish to have their property annexed.

3. That said property description herein is contiguous to and adjoining the present City of Bentonville city limits, as shown on the map attached hereto as Exhibit "B".

4. That no enclaves will be created if this petition is accepted and the territory annexed into the City of Bentonville.

5. That the following schedule of services shall be extended to the area by the City of Bentonville within three (3) years after the date the annexation becomes final:

All properties annexed into the City of Bentonville are provided with Police, Fire and EMS services.

Additional services such as water and sewer may be provided if readily available. Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals.

FILED
2021 OCT 14 AM 10: 37
BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

6. That a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties is attached hereto as Exhibit "C" and is made part of this petition as if set out word for word herein.

7. That a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the City of Bentonville and that no enclaves will be created if the property or properties are accepted by the City of Bentonville is attached hereto as Exhibit "D" and is made part of this petition as if set out word for word herein.

8 That each of the undersigned persons executing this petition has confirmed by their signature a desire that their property, which is included in the property described above, be annexed into the City of Bentonville.

FILED

2021 OCT 14 AM 10: 37

DEBBY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

If the property being annexed is owned jointly, I attest that all owners of the property are signing a copy of this confirmation.

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

[redacted]

Signature of Property Owner or Legal Representative of Property Owner, Petitioner

Title, if applicable (i.e. Trustee, (Managing Member, President, Secretary)
Trustee

18-06435-005
Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 1st day of September, 2021, before me, the undersigned officer, personally appeared Charles S. Hatfield, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[redacted]
NOTARY PUBLIC

My Commission Expires:

01-18-2022

DELYNN HALE
MY COMMISSION # 12385477
EXPIRES: January 18, 2022
Benton County

FILED

2021 OCT 14 AM 10: 37

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

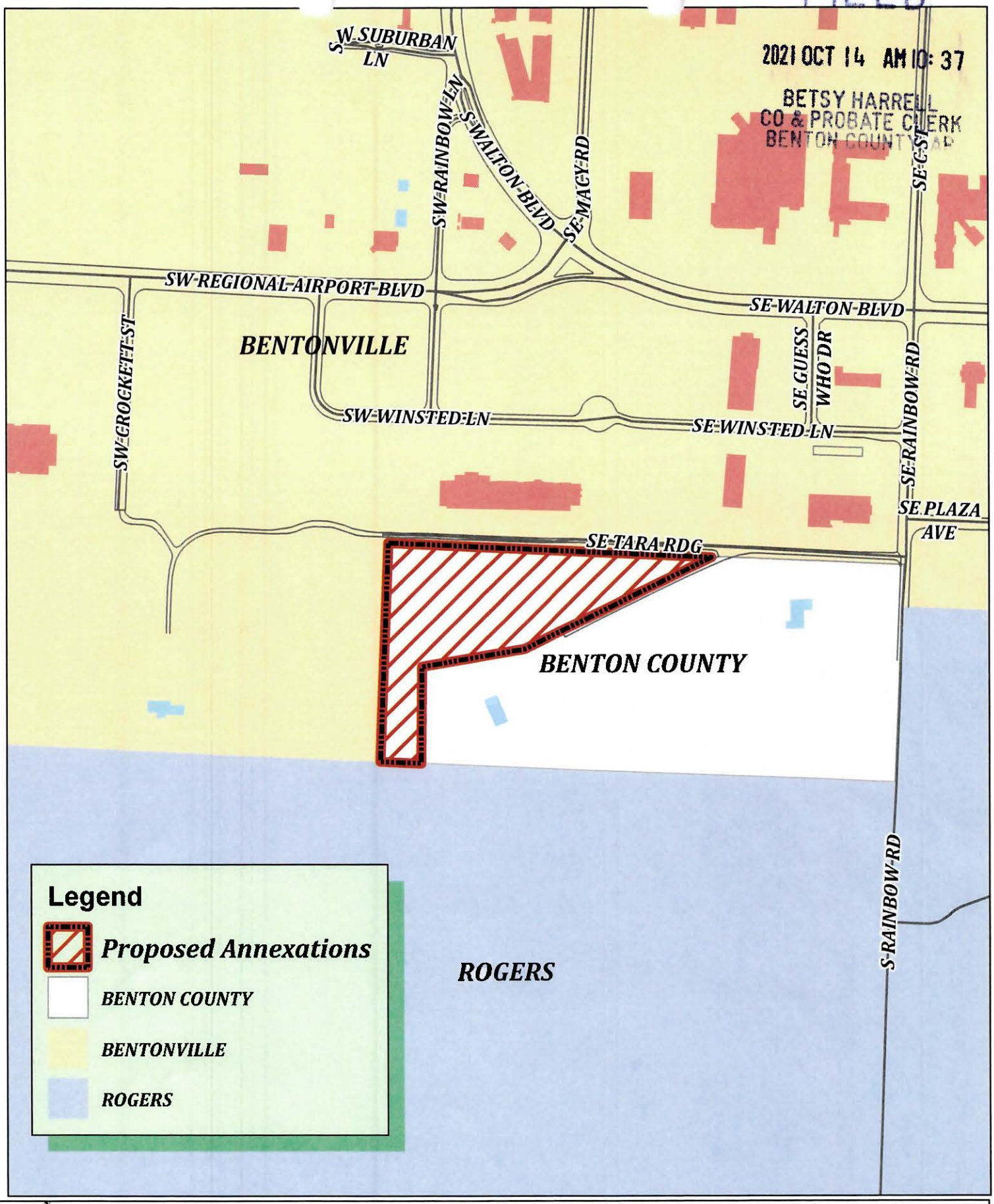
Hatfield Cook Annexation
Exhibit 'A'

Part of the NE ¼ of the SE ¼ and Part of the NW ¼ of the SE ¼ of Section 7, Township 19N, Range 30W, Benton County, Arkansas, and more particularly described as follows:

Commencing at the SE Corner of said NE ¼ of the SE ¼.
Thence N2°10'19"E, 612.20';
Thence N87°20'20"W, 532.82' to the Point of Beginning.

Thence S63°47'16"W, 576.65';
Thence S80°20'13"W, 288.41';
Thence S0°39'38"W, 271.33';
Thence N87°36'36"W, 112.63';
Thence N2°9'10"E, 611.05';
Thence S87°22'45"E, 895.41' to the Point of Beginning.

FILED
2021 OCT 14 AM 10: 37
BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY AR



N W E S 1 inch = 333 feet

Exhibit 'B'
Proposed Annexation
Hatfield Cook

Benton
216 W Sevier Street
Benton, AR 72015

Bentonville
300 SW 28th Street
Bentonville, AR 72712

Eureka Springs
70 S. Main Street, Suite 2
Eureka Springs, AR 72632

Fayetteville
1420 Augustine Lane, Suite 1
Fayetteville, AR 72703

Sheridan
206 N Rose Street
Sheridan, AR 72150

First National Title Company

EXHIBIT "C"

FILED

Faulkner County Title Company
A Division of
First National Title Company
Conway
711 Locust Street
Conway, AR 72034

Greenbrier
8 Wilson Farm Road, Suite A
Greenbrier, AR 72058

Little Rock Title Company
A Division of
First National Title Company
Little Rock
1001 W. Markham Street #100
Little Rock, AR 72201

Headquarters
First National Title Company
Little Rock
415 N McKinley Street Suite 1200
Little Rock, AR 72205

2021 OCT 14 AM 10:31
BETSY HARRELL
CIRCUIT/COUNTY CLERK
FAULKNER COUNTY, AR

October 10th, 2017

Greetings,

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property into the City of Bentonville. Based on our review, we verify that the persons listed in Exhibit C-1 to this letter are all the owners of record of the real property described in Exhibit C-2 to this letter.

Sincerely,

[redacted]

Steve Pangle
Benton County Manager
First National Title

FILED

2021 OCT 14 AM 10: 37

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

'EXHIBIT C-1'
Hatfield Cook Annexation

Hatfield & Cook LLC. _____ **18-06435-005**

FILED

2021 OCT 14 AM 10: 37

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

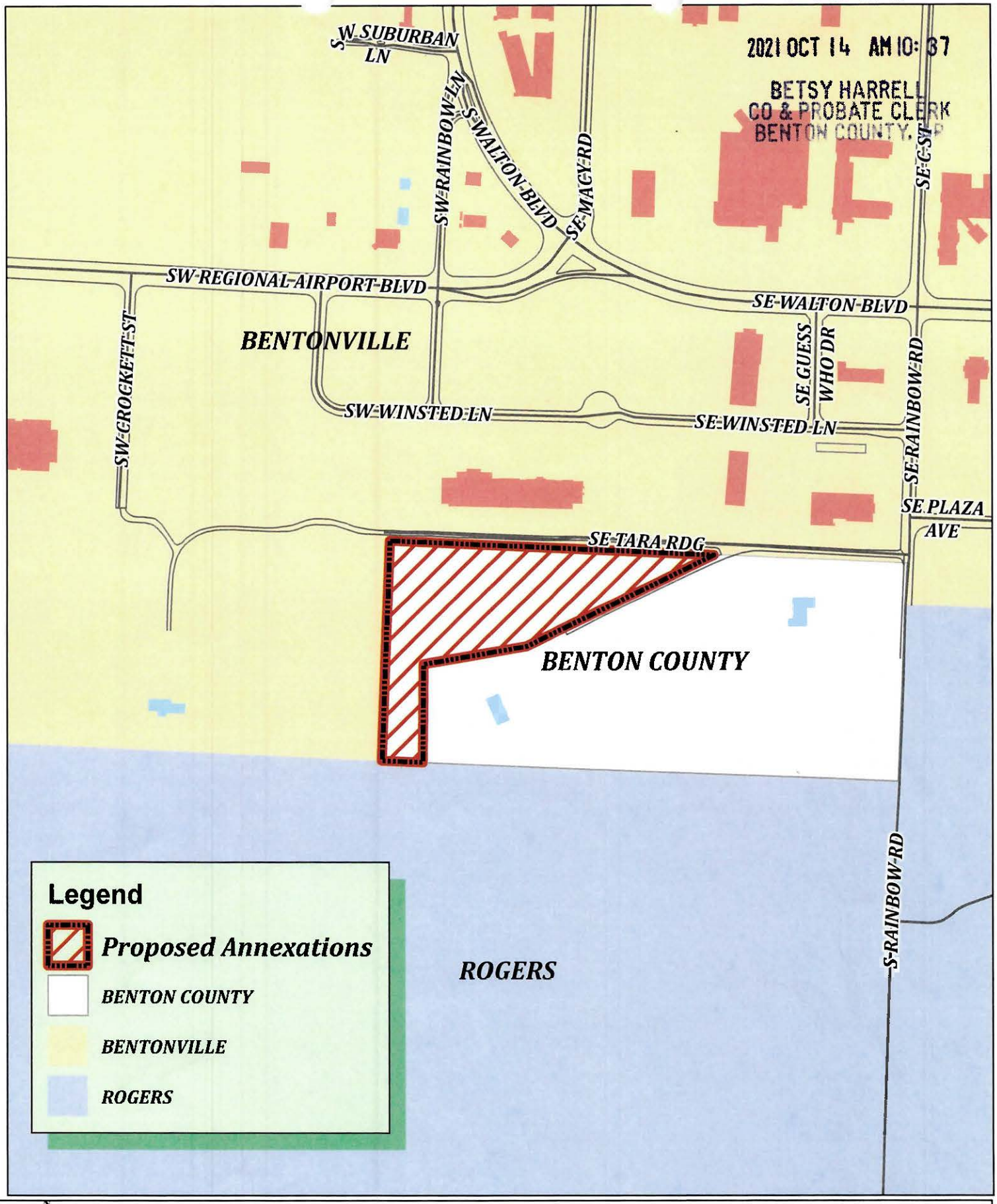
Exhibit 'C-2'
Hatfield Cook Annexation

Part of the NE ¼ of the SE ¼ and Part of the NW ¼ of the SE ¼ of Section 7, Township 19N, Range 30W, Benton County, Arkansas, and more particularly described as follows:

Commencing at the SE Corner of said NE ¼ of the SE ¼.
Thence N2°10'19"E, 612.20';
Thence N87°20'20"W, 532.82' to the Point of Beginning.

Thence S63°47'16"W, 576.65';
Thence S80°20'13"W, 288.41';
Thence S0°39'38"W, 271.33';
Thence N87°36'36"W, 112.63';
Thence N2°9'10"E, 611.05';
Thence S87°22'45"E, 895.41' to the Point of Beginning.

FILED
2021 OCT 14 AM 10:37
BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR



1 inch = 333 feet

Exhibit 'C-2'
Proposed Annexation
Hatfield Cook

FILED

2021 OCT 14 AM 10: 37

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

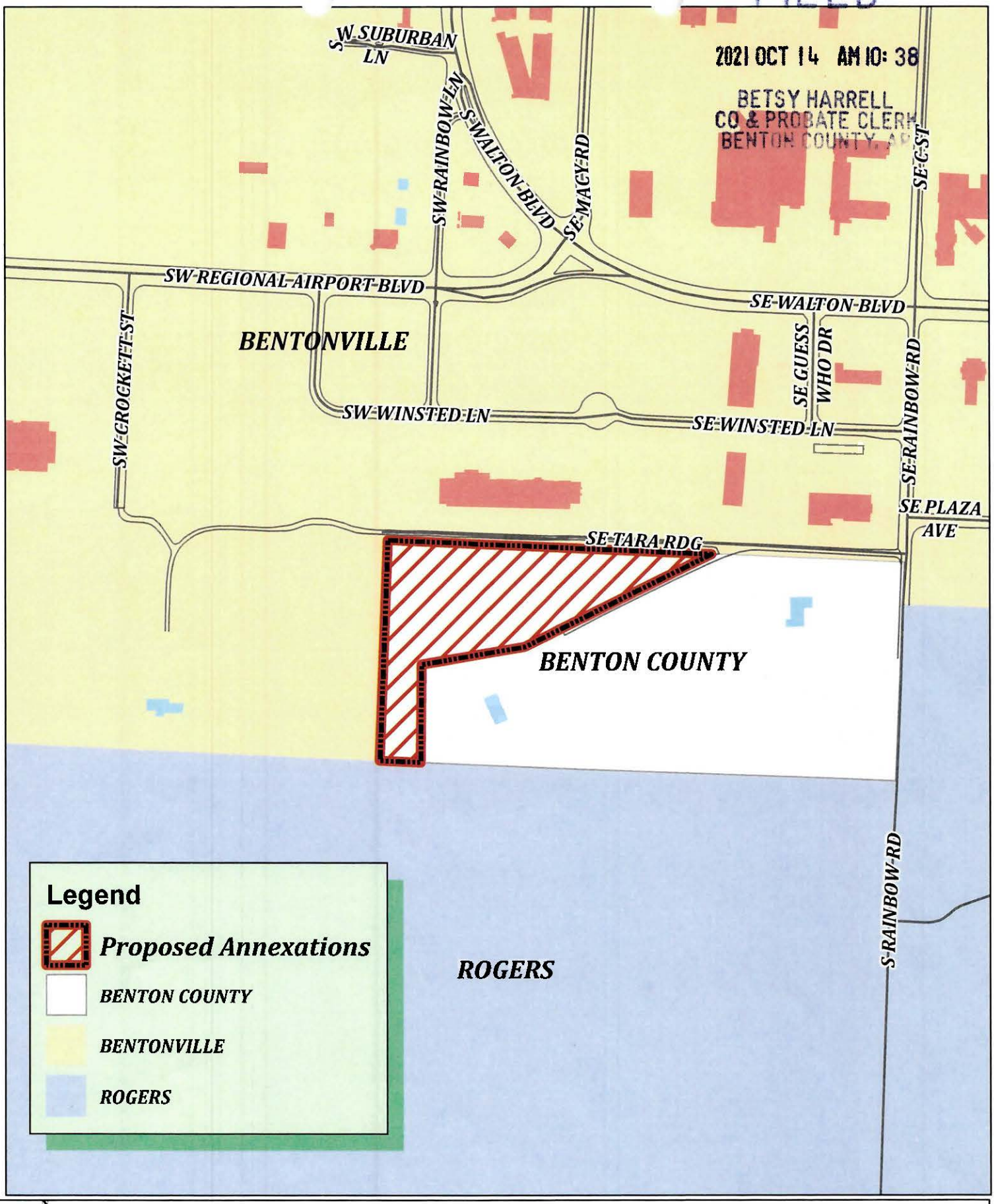
Greetings: EXHIBIT "D"

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property (Hatfield Cook Annexation) into the City of Bentonville. I am a licensed Professional Engineer in the State of Arkansas. Based on my review, I verify that the real property described in Exhibit D-1 to this letter is contiguous with the City of Bentonville and that no enclaves will be created if the described property is accepted by the City of Bentonville.

Sincerely,

Travis Matlock, P.E. 10/6/21

FILED
2021 OCT 14 AM 10: 38
BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR



1 inch = 333 feet

Exhibit 'D'
Proposed Annexation
Hatfield Cook

FILED

2021 OCT 14 AM 10: 38

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

Hatfield Cook ANNEXATION
EXHIBIT "D-1"

Part of the NE ¼ of the SE ¼ and Part of the NW ¼ of the SE ¼ of Section 7, Township 19N, Range 30W, Benton County, Arkansas, and more particularly described as follows:

Commencing at the SE Corner of said NE ¼ of the SE ¼.
Thence N2°10'19"E, 612.20';
Thence N87°20'20"W, 532.82' to the Point of Beginning.

Thence S63°47'16"W, 576.65';
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Thence N87°36'36"W, 112.63';
Thence N2°9'10"E, 611.05';
Thence S87°22'45"E, 895.41' to the Point of Beginning.

FILED
2021 OCT 14 AM 10:38
BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY AR

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

October 7, 2021

Mr. Jim Wheeless
GIS Coordinator – City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheeless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville AR, described as the "Hatfield Cook" annexation located in Section 7, Township 19 North, Range 30 West. This letter represents confirmation that you have coordinated with our office (Arkansas GIS Office) as specified in *§ 14-40-101* (Act 914 of 2015) of the 90th General Assembly.

Our office will wait completion of any additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after any appropriate filing by your County Clerk.

Sincerely,

[redacted]

Jennifer Wheeler, Sr. GIS Analyst

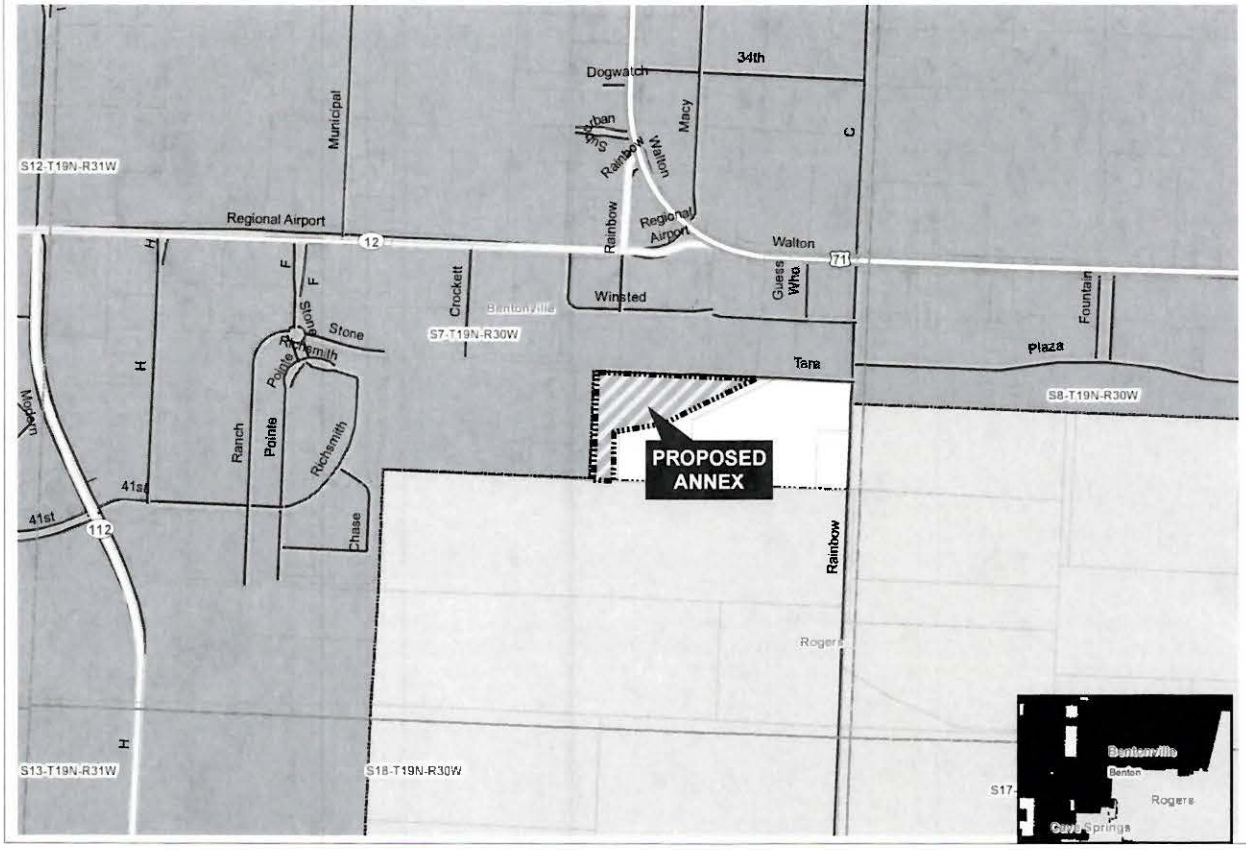
Attachments:
GIS Office Map of Proposed Annexation
Legal Description
Secretary of State Municipal Change Checklist

H:\City_Annexations\Cities\Bentonville\20211007\Doc\20211007_Bentonville_Annexation_Coordination_Letter.docx

Arkansas Geographic Information Systems
501 Woodlane Street, Suite G04 * Little Rock, AR 72201 * 501.682.2767
TRANSFORM.AR.GOV

FILED
2021 OCT 14 AM 10:38
BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

Proposed "Hatfield Cook" Annex: City of Bentonville
October 2021



City Bentonville
Mayor Stephanie Orman

Arkansas Code 14-40-101

Before an entity undertakes an annexation consolidation, or detachment proceeding under this chapter, the entity shall coordinate with the Arkansas Geographic Information Systems Office for preperation of legal descriptions and digital mapping for the relevant annexation, consolidation and detachment areas.

The map contained herein is evidence, the entity has met requirements of Act 914 of 2015

Proposed Annex
Sections
Parcels
Highway
Minor Road
Existing City
Neighboring City

0 0.03 0.06 0.12
Miles

ARKANSAS GIS OFFICE

H:\City_Annexation\Cases\Bentonville\20211007\

FILED
2021 OCT 14 AM 10: 38
BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

Municipal Annexation, Detachment, and Incorporation Reference

Annexation of Territories Contiguous to County Seat A.C.A §14-40-201

Annexation of Territories in another Judicial District (multiple county seats) A.C.A. §14-40-202

Annexation of City Park or Airport (automatic) A.C.A §14-40-204

Annexation of building on boundary of two municipalities (written notice) A.C.A. §14-40-207

Annexation by Election (contiguous land) A.C.A. §14-40-302

Annexation of land in adjoining County A.C.A §14-40-401

Annexation of surrounded unincorporated area (island/doughnut holes) by ordinance A.C.A. §14-40-501

Annexation by Petition of majority of Landowners A.C.A. §14-40-602

Annexation by Petition of all Landowners A.C.A §14-40-609

Consolidation of two municipalities by Election A.C.A §14-40-1201

Annexation with Detachment from another municipality at landowner request A.C.A §14-40-2001

Annexation with Detachment from adjoining city at city request A.C.A §14-40-2101

Detachment of Land annexed by petition under §14-40-601 A.C.A §14-40-608

Detachment of municipal lands back to County by election A.C.A. §14-40-1801

Detachment of unsuitable land by municipal resolution A.C.A §14-40-1901

Incorporation by direct petition of landowners A.C.A §14-38-101

Incorporation by petition for special election A.C.A §14-38-115

Surrender of Charter (Disincorporation) by second class city A.C.A §14-39-101

City Council Agenda Items

For the City Council Meeting of December 14, 2021
From the December 7, 2021 Planning Commission Meeting

1. Resolution amending the Master Street Plan of the city of Bentonville, Arkansas.

The Planning Commission voted 7-0, recommending approval.

2a. Resolution adopting revisions to the Future Land Use Map of the City of Bentonville to Change Real Estate from its present land use classification of Agricultural to Medium Density Residential. SW Barron Road, (Project number: RZ21-0073).

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Agriculture. Agriculture areas include larger properties used primarily for the raising of crops or livestock. These properties may also include residences and farm-related structures. The applicant is requesting a change in the Future Land Use Plan to Medium Density Residential. 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.

This property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure to capitalize on municipal investment that has already taken place.

2b. Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of A-1, Agricultural to R-2, Medium Density Two Family and Townhome Residential and R-ZL Zero Lot Line Residential. SW Barron Road, (Project Number: RZ21-0073).

The Planning Commission voted 7-0, recommending approval.

The R-2 District allows for a slightly higher density than the R-1 District, with residential uses separated from commercial and industrial activity. It encourages duplex and patio home development at appropriate locations. The district may be located in developed areas or undeveloped areas of the City compatible with moderate density residential development.

The R-ZL District is a moderate density residential district designed to encourage the development of a variety of dwelling types including “zero lot line” units. Developments must be efficient in the use of land and utilities. It should be considered compatible with other residential use and may be used to create a transition from purely residential zones to medium and high-density residential zones.

3a. Resolution adopting revisions to the Future Land Use Map of the City of Bentonville to Change Real Estate from its present land use classification of Low Density Residential to High Density Residential. 908 SE 3rd Street, (Project number: RZ21-0074).

The Planning Commission voted 7-0, recommending approval.

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

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

3b. Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential. 908 SE 3rd Street, (Project Number: RZ21-0074).

The Planning Commission voted 6-0, recommending approval.

The DN-3 district is established to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. At the ends of blocks, multifamily apartment buildings may be an appropriate use in this district.

4a. Resolution adopting revisions to the Future Land Use Map of the City of Bentonville to Change Real Estate from its present land use classification of Medium Density Residential to Commercial. 203 A and B SW 4th Street, (Project number: RZ21-0077).

The Planning Commission voted 7-0, recommending approval.

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

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

4b. Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of R-1, Low Density Single Family Residential and R-O, Residential Office to DC, Downtown Core. 203 A and B SW 4th, (Project Number: RZ21-0077).

The Planning Commission voted 7-0, recommending approval.

The DC district was established to maintain and expand the pedestrian oriented character of the town square. The physical form is of an urban character with uses that promote retail and entertainment venues with upper story residential uses permitted. Mixed use is defined as vertical mixed use with commercial and retail on the first floor and office and residential on the upper floors. Buildings are spaced closely or attached.

This proposed zoning district meets the intent of the Future Land Use Plan and is consistent with surrounding land uses.

5. Ordinance accepting a property line adjustment of Lots 1 and 2 of Westwood Subdivision, to the City of Bentonville, Arkansas. 307 S Walton Boulevard, (Project Number: PLA21-0036).

The Planning Commission voted 7-0, recommending approval.

The property is currently zoned C-3, Mixed-Use Commercial, C-2, General Commercial, R-3, Medium-High Density Multifamily Residential, and R-1, Low Density Single-Family Residential. A property line adjustment of Lot 1 of Cherng Addition, Lots 15, 16, and 17 of West Side Addition, and un-platted land, creating new Lot 1 (+/- 8.30 acres) and Lot 2 (+/- 1.01 acres) of Westwood Subdivision. The plat dedicates an access easement along S Walton Boulevard to allow for cross access and a utility easement. The plat also dedicates right-of-way along S Walton Boulevard and SW 3rd Street per the Master Street Plan requirements.

6. Ordinance accepting a property line adjustment of Lots 7 and 8 of Riverwalk Farms Commercial Subdivision Phase 1, to the City of Bentonville, Arkansas. 3400 SW Regional Airport Boulevard, (Project Number: PLA21-0049).

The Planning Commission voted 7-0, recommending approval.

The property is currently zoned PUD, Planned Unit Development. A property line adjustment of Lots 3 and 6 of Riverwalk Farms Commercial Subdivision Phase 1, creating new Lot 7 (+/- 6.79 acres) and new Lot 8 (+/- 2.45 acres) of Riverwalk Farms Commercial Subdivision Phase 1. The plat dedicates a 43.2-foot sewer easement and a 25-foot access easement.

7. Ordinance accepting a property line adjustment of Lot 32 of Dunn & Davis Addition, to the City of Bentonville, Arkansas. 603, 605, and 609 SW C Street, (Project Number: PLA21-0051).

The Planning Commission voted 7-0, recommending approval.

The property is currently zoned DE, Downtown Edge. A property line adjustment of Lots 3, 6, 7, Part 10 & 13, Block 5, of Dunn & Davis Addition, creating new Lot 32 (+/- 0.87 acres), Block 5, of Dunn & Davis Addition. The plat dedicates a 15-foot utility easement and also dedicates right-of-way along SW 7th Street per the Master Street Plan requirements.

8. Ordinance accepting a property line adjustment of Lot 21 of 2nd Eastside Addition, to the City of Bentonville, Arkansas. SE 4th Street, (Project Number: PLA21-0052).

The Planning Commission voted 7-0, recommending approval.

The property is currently zoned DN-2, Downtown High Density Residential. A property line adjustment of existing Lots 13, 14 & 15 creating new Lot 21 (+/- 0.97 acres) of 2nd Eastside Addition. The plat dedicates a small piece of right-of-way in the southeast corner of the property along SW 4th Street per the Master Street Plan requirements.

9. Ordinance accepting a property line adjustment of Lot 8 of Enfield Park Subdivision, to the City of Bentonville, Arkansas. 602, 605, 606, and 609 Enfield Road, (Project Number: PLA21-0054).

The Planning Commission voted 7-0, recommending approval.

The property is currently zoned R-1, Low Density Single Family Residential. A property line adjustment of existing Lots 1 through 7 creating new Lot 8 (+/- 4.24 acres) of Enfield Park Subdivision. The right of way for NE F Street and Enfield Road will be vacated by a separate process. The plat dedicates utility easements over portions of the vacated right-of-way for what used to be NE F Street and Enfield Road.

10. Ordinance accepting a Final Plat of Hawthorne Heights Phase 2, to the City of Bentonville, Arkansas. 903 NE Heights Lane, (Project Number: FP21-0004).

The Planning Commission voted 7-0, recommending approval.

The property is currently zoned PRD, Planned Residential Development. Phase 2 consist of 33 total lots. 32 are single-family lots and one lot will be utilized as a common lot. The final plat dedicates right-of-way for the extension of NE Benjamin Green to the north as well as right-of-way for the extension of NE Heights Lane to the west. The final plat dedicates utility drainage easements in various locations to serve the subdivision.

Master Street Plan Update

PC Date: 12/7/2021
Dennis Birge, PE, Transportation Director

Type	Amendment
Plan Impacted	Master Street Plan

Background

The Bentonville Master Street Plan, consisting of the Master Street Plan Map and Typical Cross Sections, was adopted on January 21, 2021 with Resolution No. 1-12-21B. Staff has since revised one of the typical cross sections and prepared additional materials for the plan.

Relationship to the Community Plan

Staff and consultants referenced and used the recommendations and policies suggested in Chapter 7 Transportation and Mobility of the Bentonville Community Plan as well as the Bicycle and Pedestrian Master Plan to update the Master Street Plan. Most of the potential projects identified include improving pedestrian and bicycle facilities that will meet the goal of increasing access to active transportation infrastructure. The Community Plan states that the key is to focus on improving the transportation network already in place. Most of the projects in the Master Street Plan are improvements to existing roadways and includes very few new roadway construction projects, except those needed to complete gaps in existing facilities.

Proposed Changes

The amendment includes the following revisions and additions to the Master Street Plan adopted on January 21, 2021:

- Remove the NW 5th Street connection on the Master Street Plan Map. (*Pg. 6 and 62*)
- Revise typical cross section for Downtown Local to allow for a 5' or 8' sidewalk option. (*Pg. 20*)
- Add a list of potential transportation projects. (*Pg. 21-25*)
- Add summary sheets for potential transportation projects. (*Pg. 26-58*)
- Add a summary of amendments to the 2008 Master Street Plan. (*Pg. 60-61*)
- Add the Bentonville Local Transit Plan. (*Pg. 63-73*)

Recommendation

Staff recommends approval of the amendments to the Master Street Plan.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE MASTER STREET PLAN OF THE CITY OF BENTONVILLE, ARKANSAS ADOPTED BY RESOLUTION NO. 1-12-21B ON JANUARY 21, 2021, PURSUANT TO ARKANSAS CODE ANNOTATED §14-56-414.

WHEREAS, the Master Street Plan, consisting of the Master Street Plan Map and Typical Cross Sections, was adopted on January 21, 2021 with Resolution No. 1-12-21B; and,

WHEREAS, staff has revised the typical cross section for a Downtown Local; removed the extension of NW 5th St.; added a list of potential transportation projects with project summary sheets, and included the Bentonville Local Transit Plan; and,

WHEREAS, a public hearing was held at Planning Commission on December 7, 2021 to provide the public with the opportunity to view and comment on the plan; and,

WHEREAS, Planning Commission recommended approval of the amended Master Street Plan on December 7, 2021.

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

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

Section 2: That the Master Street Plan of the City of Bentonville, Arkansas should be and is hereby amended by adding ~~Downtown Local street section~~ a list of potential transportation projects, summary sheets for potential transportation projects, a summary of amendments from the 2008 Master Street Plan and the Bentonville Local Transit Plan with the following *Attachment B: Master Street Plan Additions*, by the Planning Commission and City Council pursuant to Ark. Code Ann. 14-56-414, an electronic copy and paper copy of which are on file with the City Clerk, is hereby referred to, adopted and made a part hereof as through it were copied herein fully.

Section 3: That a copy of this resolution shall be filed with the City Clerk and the County Recorder.

Section 4. That this resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this ___ day of _____, 2021.

APPROVED

_____

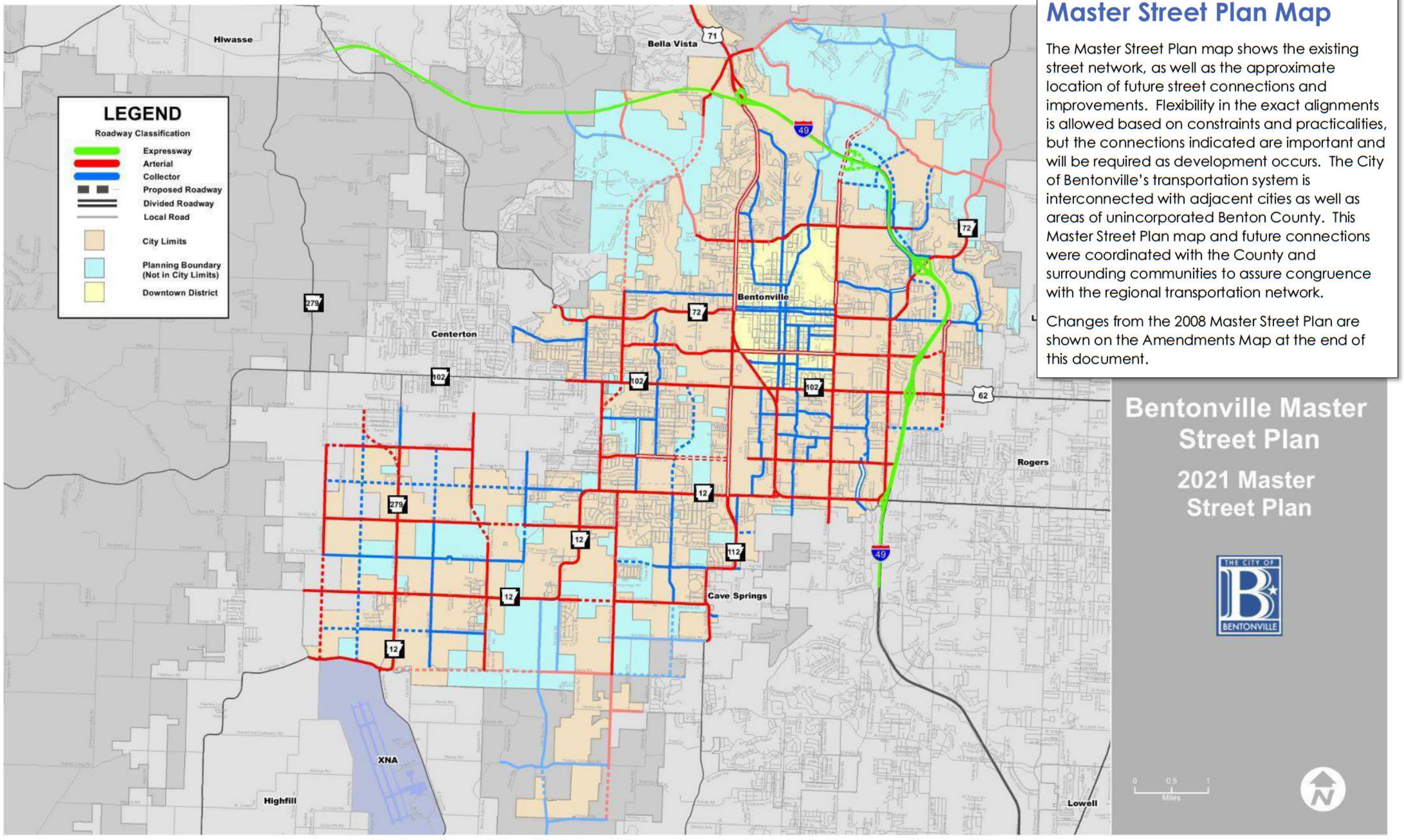
Stephanie Orman, Mayor

ATTEST:

_____

City Clerk

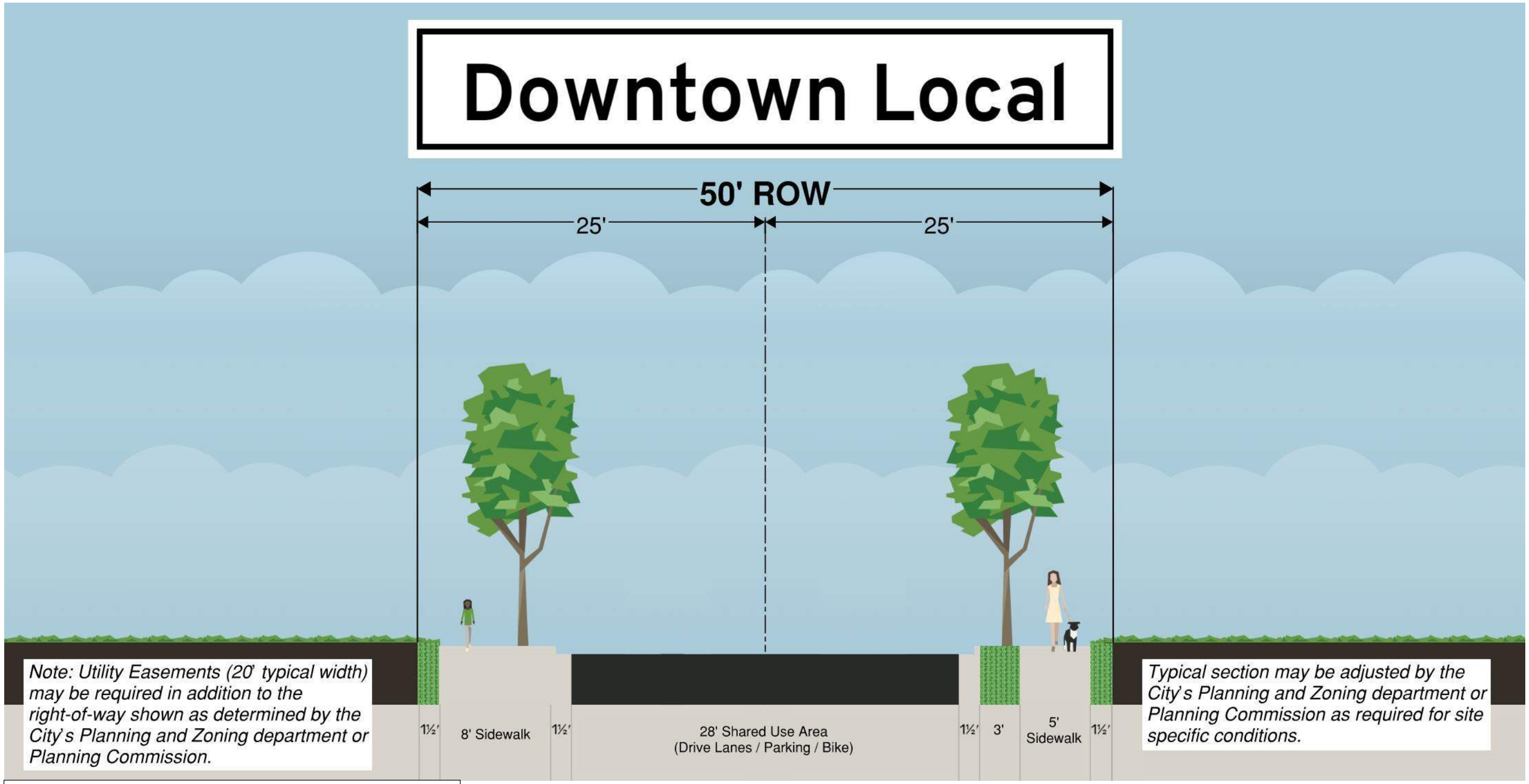
ATTACHMENT A: Master Street Plan Amendments



Master Street Plan Map

The Master Street Plan map shows the existing street network, as well as the approximate location of future street connections and improvements. Flexibility in the exact alignments is allowed based on constraints and practicalities, but the connections indicated are important and will be required as development occurs. The City of Bentonville's transportation system is interconnected with adjacent cities as well as areas of unincorporated Benton County. This Master Street Plan map and future connections were coordinated with the County and surrounding communities to assure congruence with the regional transportation network.

Changes from the 2008 Master Street Plan are shown on the Amendments Map at the end of this document.



Typical Street Section 11-Downtown Local

ATTACHMENT B: Master Street Plan Additions

POTENTIAL TRANSPORTATION PROJECTS

Summary List of Potential Transportation Projects

A project scoring matrix was developed to rank potential capital improvement projects. Six scoring indicators were selected and weighted with varying degrees of significance as determined by the Steering Committee. For example, the indicators "Congestion Reduction" and "Safety" were weighted high with weights of four (4) while the "Construction Duration" indicator was weighted low with a weight of one (1). For each potential project, the raw score for each indicator was multiplied by the indicator weight and the weighted indicator scores were summed together to get a composite score. Potential projects were divided between arterial roadways, collector roadways, and intersections and then ranked within each category by their composite score. The top scoring projects from each category are shown on this page. The scoring matrices with all projects that were scored are shown on the following three pages for each project category. Potential projects that were known to be incorporated into ongoing or future projects by ARDOT or private developments were excluded from the scoring matrices.

Capital Improvement Projects - Top 10 Arterial Roadways

Project #	Roadway	Description	Composite Score	Rank
1	SW A Street	SW 8th to Walton Blvd.	37	1
2	SE Moberly Lane	SE 28th Street to SE Walton Blvd.	35	2
3	Water Tower Road	SE 6th Street to E. Battlefield Boulevard	33	3
4	SE Moberly Lane	SE 14th to SE 8th Street	30	4
5	J Street Interchange on I-49	NE J Street (where curves east) to Price Coffee Road	28	5
6	SW 28th Street	SW Featherston Road to SW I Street	28	5
7	Greenhouse Road	SW Regional Airport Blvd to SW 28th Street	28	5
8	Tiger Blvd. Overpass	McCollum Drive to NE Grammercy Road	28	5
9	Greenhouse Road	28th Street to Glen Road	27	9
10	Greenhouse Road	Glen Road to 14th Street at Elm Tree Intersection	26	10

Capital Improvement Projects - Top 10 Collector Roadways

Project #	Roadway	Description	Composite Score	Rank
1	O Street	SW 14th Street to SW 28th Street	26	1
2	SW Bright Road	SW Regional Airport Blvd to 28th Street	23	2
3	SW A Street	SW A Street - W. Central Avenue to 8th Street	23	2
4	McCollum Drive	End of McCollum Drive to NE J Street	22	4
5	SW Gator Blvd.	S Morningstar Road to SW Gator Blvd.	20	5
6	Red Bud	S. Walton Blvd. to SW A Street	20	5
7	Medical Center Pkwy	SE 28th Street to SE S Street	20	5
8	E. Battlefield Blvd.	E. Central Ave. to Water Tower Road	19	8
9	McCollum Drive	Ivy Circle to End of McCollum Drive	18	9
10	Town Vu Road	City Limits (~Gower Ct) to SW Tater Black Rd	16	10

Capital Improvement Projects - Top 13 Intersections

Project #	Intersection	Composite Score	Rank
1	SE Walton Blvd. and SE C Street	31	1
2	S Walton Blvd. and SE 28th Street	30	2
3	SE Walton Blvd. and SW Regional Airport Blvd. (Flyover)	30	2
4	SE Walton Blvd. and SE Medical Center Parkway	28	4
5	SW Regional Airport Blvd. and SW I Street	26	5
6	S. Walton Blvd. and Wal-Mart Entrance	26	5
7	SW Regional Airport Blvd. and S. Vaughn Road	26	5
8	SW 14th and S. Walton Blvd.	25	8
9	SW 14th Street and Been Rd./Turnbridge Drive	24	9
10	Walton Blvd. and Central Ave.	23	10
11	SE 28th St at SE J St	23	10
12	SE Walton Blvd. and SE J Street	22	12
13	SW I Street and SW 41st Street	22	12

Scoring Summary Table-Arterials

Capital Improvement Projects - Arterial									
	Category	Congestion Reduction	Safety	Bike & Pedestrian	Economic Development Impact	Cost	Construction Duration		Composite Score
	Weights	4	4	2	2	3	1		
Roadway	Description								
J Street Interchange on I-49	NE J Street (where curves east) to Price Coffee Road	3	1	3	3	0	0		28
SW 28th Street	SW Featherston Road to SW I Street	3	1	3	1	1	1		28
Water Tower Road	SE 6th Street to E. Battlefield Boulevard	3	0	2	3	3	2		33
Greenhouse Road	SW Regional Airport Blvd to SW 28th Street	3	0	2	0	3	3		28
Greenhouse Road	28th Street to Glen Road	3	0	2	0	3	2		27
Greenhouse Road	Glen Road to 14th Street at Elm Tree Intersection	3	0	2	1	2	2		26
SW I Street	S. Walton Blvd. To SW 14th Street	2	2	0	0	2	2		24
NE J Street	Tiger Blvd. to NE J Street (where curves east)	1	1	1	0	3	2		21
Tiger Blvd. Overpass	McCollum Drive to NE Grammercy Road	2	0	3	3	2	2		28
SW A Street	SW 8th to Walton Blvd.	3	2	3	0	3	2		37
SW Windmill Road	Nomad Road to S. Morningstar Road	1	0	2	2	2	2		20
Haxton Road	S. Morning Star Road to Mill Dam Road	1	0	1	2	0	1		11
SW Elm Tree Road	SW 14th Street to SW Coler Creek Ave.	3	0	1	0	3	2		25
SE Moberly Lane	SE 28th Street to SE Walton Blvd.	3	2	2	0	3	2		35
SE Moberly Lane	SE 28th Street to SE 14th Street	2	2	1	0	2	1		25
SE Moberly Lane	SE 14th to SE 8th Street	2	2	1	0	3	3		30
SE Moberly Lane	SE 8th Street to E. Central Ave.								0
S Morning Star Road	SW Regional Airport Blvd. to Windmill Road	3	0	2	2	0	1		21
S Morning Star Road	Windmill Road to Haxton Road	2	0	2	2	1	1		20
SW Windmill Road	S. Morningstar Road to HWY 112	0	3	2	2	1	1		24
NE J Street	E. Central Avenue to Tiger Blvd.	2	1	2	1	1	1		22

Improvements through private development or others

Scoring Summary Table-Collectors

Capital Improvement Projects - Collector									
Category		Congestion Reduction	Safety	Bike & Pedestrian	Economic Development Impact	Cost	Construction Duration		Composite Score
Weights		4	4	2	2	3	1		
Roadway	Description								
SW Bright Road	SW Regional Airport Blvd to 28th Street	1	0	3	2	2	3		23
O Street	W. Central Ave. to SW 8th Street	0	0	2	1	2	2		14
O Street	SW 14th Street to SW 28th Street	2	1	3	2	1	1		26
Rice Lane	NE 11th Street to NE J Street								0
Rice Lane	NE J Street to NE A Street								0
SW A Street	SW A Street - W. Central Avenue to 8th Street	0	2	2	0	3	2		23
SW Gator Blvd.	S Morningstar Road to SW Gator Blvd.	1	0	3	1	2	2		20
SW Tater Black Road	SW 2nd Street to SW 14th Street	0	0	1	0	2	2		10
Town Vu Road	City Limits (~Gower Ct) to SW Tater Black Rd	0	0	3	1	2	2		16
Red Bud	S. Walton Blvd. to SW A Street	1	0	2	0	3	3		20
E. Battlefield Blvd.	E. Central Ave. to Water Tower Road	0	0	3	3	2	1		19
McCollum Drive	E. Central Ave. to E. Battlefield Road								0
McCollum Drive	Ivy Circle to End of McCollum Drive	0	1	3	0	2	2		18
McCollum Drive	End of McCollum Drive to NE J Street	1	0	2	1	3	3		22
Medical Center Pkwy	SE 28th Street to SE S Street	1	0	2	0	3	3		20
Ford Springs Road	W. McNelly Road to Slaughter Pen Road	0	2	2	1	0	1		15

Improvements through private development or others

Scoring Summary Table-Intersections

Capital Improvement Projects - Intersections								
Category	Congestion Reduction	Safety	Bike & Pedestrian	Economic Development Impact	Cost	Construction Duration		Composite Score
Weights	4	4	2	2	3	1		
Intersection								
SW 14th and S. Walton Blvd.	3	3	0	0	0	1		25
Walton Blvd. and Central Ave.	2	3	1	0	0	1		23
SE Walton Blvd. and SE C Street	3	2	1	0	3	0		31
SE C Street and SE 28th Street	0	0	2	1	3	3		18
SW Regional Airport Blvd. and SW I Street	3	3	0	1	0	0		26
SE Walton Blvd. and SE Medical Center Parkway	3	3	0	0	1	1		28
SE 28th St at SE J St	3	2	1	0	0	1		23
SE J Street and SE 18th Street	0	0	0	0	0	0		0
SE 14th Street and SE J Street								0
SE Walton Blvd. and SE J Street	1	3	1	0	1	1		22
S. Walton Blvd. and Wal-Mart Entrance	1	2	1	0	3	3		26
SW I Street and SW 41st Street	0	0	3	2	3	3		22
SE 8th St at SE J St								0
SE J Street and E Central Avenue								0
E. Central Avenue and E Battlefield Blvd.								0
SE 14th Street and SE P Street								0
S Walton Blvd. and SE 28th Street	2	2	1	0	3	3		30
S Walton Blvd. and Red Bud	0	0	0	0	0	0		0
S Walton Blvd. and SE 18th Street	0	0	0	0	0	0		0
SW 14th Street and Been Rd./Turnbridge Drive	0	2	2	0	3	3		24
SW Regional Airport Blvd. and Greenhouse Road	0	1	0	1	3	3		18
SW Regional Airport Blvd. and S. Vaughn Road	3	0	1	2	2	2		26
E. Central Avenue and MLK JR Parkway								0
NW Elm Tree Road and NW 3rd Street	0	0	2	0	2	2		12
SW Gator Blvd. and SW H Street (HWY 112)								0
SW 14th Street and SW Elm Tree Road	0	0	2	1	3	2		17
SE 14th Street and SE C Street	0	0	0	0	0	0		0
SW Elm Street Road and SW 2nd Street	3	1	1	0	0	1		19
SW H Street (HWY 112) and Elk Rd								0
SE Walton Blvd. and SW Regional Airport Blvd. (Flyover)	3	3	2	1	0	0		30

Analysis shows no need for improvement
No data available to evaluate
Improvements through private development or others

Photo By: Garver

PROJECT SUMMARY SHEETS

Project Summary Sheets

Project summary sheets were developed for the top scoring potential capital improvement projects for arterial roadways, collector roadways, and intersections. The project summary sheets include a brief description of the project, a schematic exhibit, a project timeline, and estimated costs. The estimated costs include costs for design fees, right-of-way acquisition, utility relocation, and construction. The following project summary sheets are ordered by the project scoring results for each project category.

The following Project Summary Sheets are conceptual, and not considered final designs.

10.07.2021

SW A Street - SW 8th St. to Walton Blvd.

The project consists of improving approximately 0.70 miles of SW A Street between Walton Boulevard and SW 8th Street to a four-lane roadway with pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. The project also includes intersection improvements where SW A Street intersects both SW 14th Street and Walton Boulevard. SW A Street is a vital north-south corridor into the heart of the downtown district, and the existing road along this section is a two-lane, open-shoulder roadway with minimal pedestrian facilities. This project will bring this section of SW A Street to current arterial street standards and provide the pedestrian/bicycle facilities that are much needed for this downtown entry corridor.

Project Exhibit

Arterial Project 1: SW A Street – SW 8th Street to Walton Blvd.

10.07.2021

SE Moberly Lane - SE 28th St. to SE Walton Blvd.

The project consists of improving SE Moberly Lane for approximately 0.52 miles between SE 28th Street and SE Walton Boulevard to a five-lane road with pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. SE Moberly Lane serves as a north-south arterial roadway across most of the city, and this section is currently only a two-lane section with minimal pedestrian facilities along this commercial corridor. This project improves this section of the vital corridor to arterial street standards while also better accommodating the intersection improvements at SE Walton Boulevard and SE Moberly Lane that are occurring with the Walton/ Walnut Interchange project.

Project Exhibit

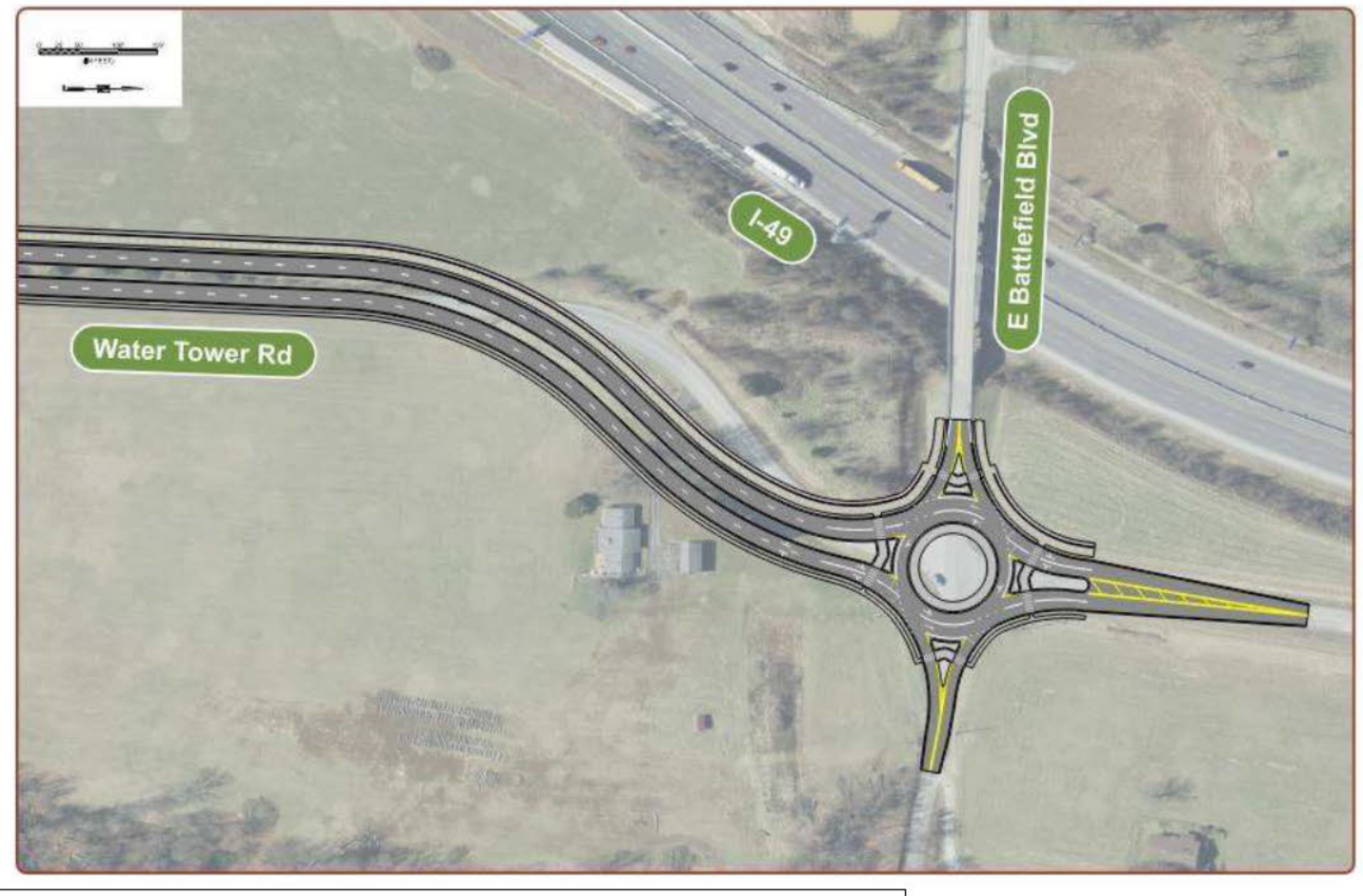
Arterial Project 2: SE Moberly Lane – SE 28th Street to SE Walton Blvd.

10.07.2021

Water Tower Road - SE 6th St. to E Battlefield Blvd.

The project consists of improving Water Tower Road for approximately 0.51 miles between SE 6th Street and Battlefield Boulevard. The proposed roadway will be a four-lane road with a raised center median and a roundabout at the intersection of Water Tower Road with Battlefield Boulevard. The project will include pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. Water Tower Road serves as a north-south frontage road along I-49 that will connect to the 8th Street interchange and will provide access from I-49 to NWACC and residential neighborhoods. During the public input process, several public comments requested that Water Tower Road be improved. This project will bring Water Tower Road up to arterial street standards and improve the intersection with Battlefield Boulevard in order to meet the anticipated traffic demands.

Project Exhibit



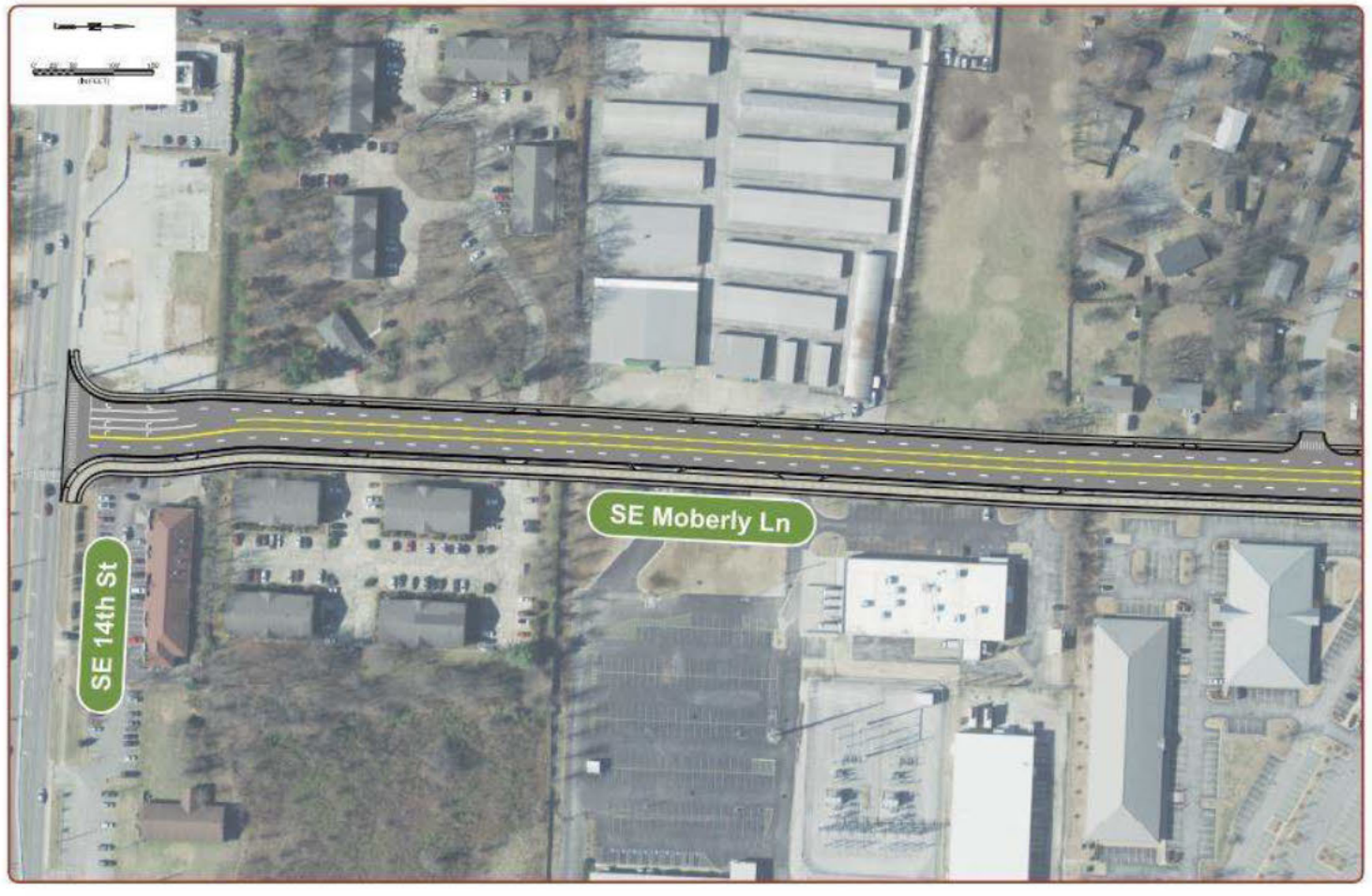
Arterial Project 3: Water Tower Road – SE 6th Street to E Battlefield Blvd.

10.07.2021

SE Moberly Lane - SE 14th St. to SE 8th St.

The project consists of improving SE Moberly Lane between SE 14th Street and SE 8th Street to a five-lane road with pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. This section of SE Moberly Lane is currently a three-lane road with a sidepath on the north side and no pedestrian facilities on the south side. This project will provide additional travel lanes and pedestrian/bicycle facilities to accommodate the high traffic volumes this corridor currently receives and is anticipated to receive in the future.

Project Exhibit



Arterial Project 4: SE Moberly Lane – SE 14th Street to SE 8th

10.07.2021

J Street Interchange - Tiger Blvd. to Interstate 49

The project consists of constructing a new interchange on I-49 and extending NE J Street northward from Tiger Boulevard across Interstate 49 for approximately 1.10 miles. This will require construction of two bridges, one across Shewmaker Creek and one across I-49. The proposed NE J Street will be four lanes with a raised center median and pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. This project will provide access from I-49 directly to NE J Street, which currently serves as a major north-south arterial street throughout the entire city. This will result in a more direct route from I-49 to major attractions such as Crystal Bridges Museum of American Art, Scott Family Amazeum, and the downtown district.

Project Exhibit

Arterial Project 5: J Street Interchange – Tiger Blvd. to Interstate

10.07.2021

SW 28th Street - SW Featherston Rd. to SW I St.

The project consists of improving approximately 1.28 miles of SW 28th Street between SW Featherston Road and SW I Street by widening existing portions and constructing new portions to provide four lanes with a raised center median. The project will include pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. Several public comments were received during the public input process requesting improved connectivity of SW 28th Street to I Street. This project would provide this connectivity, completing the connection between Greenhouse Road and SW I Street for many residential neighborhoods and schools along this corridor. Additionally, this proposed connection would improve traffic on congested east-west corridors such as SW Regional Airport Boulevard and SW 14th Street.

Project Exhibit

Arterial Project 6: SW 28th Street – SW Featherston Road to SW I Street

10.07.2021

Greenhouse Road - SW Regional Airport Blvd. to SW 28th St.

The project consists of improving approximately 0.38 miles of Greenhouse Road between SW Regional Airport Boulevard and SW 28th Street to a five-lane roadway with pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. Greenhouse Road is a vital north-south corridor between SW Regional Airport Boulevard and SW 14th Street. The existing Greenhouse Road is a narrow two-lane road with minimal existing pedestrian facilities. Numerous public comments were received during the public input process requesting Greenhouse Road be improved. This project improves this section of Greenhouse Road to arterial street standards while also bringing much needed bicycle and pedestrian facilities to this vital corridor along the west side of the city.

Project Exhibit

Arterial Project 7: Greenhouse Road – SW Regional Airport Blvd. to SW 28th Street

10.07.2021

Tiger Boulevard Overpass - McCollum Dr. to NE Grammercy Rd.

The project consists of extending Tiger Boulevard approximately 0.61 miles from McCollum Drive eastward over I-49 via a bridge overpass to tie into NE Grammercy Road. The proposed Tiger Boulevard will be four lanes with a raised center median and pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. Several public comments were received during the public input process requesting improved connectivity of Tiger Boulevard across I-49. This project would remove the barrier of I-49 and provide a continuous east-west arterial route for vehicles, pedestrians, and bicyclists across the entire width of the city, resulting in reduced traffic congestion for other east-west routes.

Project Exhibit

Arterial Project 8: Tiger Blvd. Overpass – McCollum Dr. to NE Grammercy Road

10.07.2021

Greenhouse Road - 28th St. to Glen Rd.

The project consists of improving approximately 0.61 miles of Greenhouse Road between SE 28th Street and Glen Road to a five-lane roadway with pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. Greenhouse Road is a vital north-south corridor between SW Regional Airport Boulevard and SW 14th Street. The existing Greenhouse Road is a narrow two-lane road with minimal existing pedestrian facilities. Numerous public comments were received during the public input process requesting Greenhouse Road be improved. This project improves this section of Greenhouse Road to arterial street standards while also bringing much needed bicycle and pedestrian facilities to this vital corridor along the west side of the city.

Project Exhibit

Arterial Project 9: Greenhouse Road – 28th Street to Glen Road

10.07.2021

Greenhouse Road - Glen Rd. to SW Elm Tree Rd.

This project consists of realigning approximately 0.59 miles of Greenhouse Road north of Glen Road to align with SW Elm Tree Road. The proposed section of Greenhouse Road would be five lanes with pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. Several public comments were received during the public input process requesting improved connectivity at SW Elm Tree Road with SW 14th Street. Additionally, public comments requested an improved signal at the current Greenhouse Road and SW 14th Street intersection. This project addresses both comments by aligning the two arterial roadways (SW Elm Tree Road and Greenhouse Road) to provide a continuous arterial corridor with a new signalized intersection at SW 14th Street.

Project Exhibit

Arterial Project 10: Greenhouse Road – Glen Road to SW Elm Tree Road

59

10.07.2021

O Street - SW 28th St. to SW 14th St.

The project consists of constructing approximately 1.12 miles of O Street between SW 28th Street and SW 14th Street into a three-lane roadway with pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. This project, in conjunction with the Bright Road project, will extend the existing Bright Road corridor northward from SW Regional Airport Boulevard, thus providing a continuous north-south corridor from SW Windmill Road to SW 14th Street. The O Street project will provide traffic congestion relief on the adjacent north-south corridors such as SW I Street and Greenhouse Road.

Project Exhibit

Collector Project 1: O Street – SW 28th Street to SW 14th Street

10.07.2021

SW Bright Road - SW Regional Airport Blvd. to 28th St.

The project consists of constructing approximately 0.55 miles of Bright Road between SW Regional Airport Boulevard and SW 28th Street into a three-lane roadway with pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. The project will also include improvements to the existing traffic signal at the SW Regional Airport Boulevard and Bright Road intersection. This project would extend northward the existing Bright Road corridor and provide an important connection between two arterial roadways, SW Regional Airport Boulevard and SW 28th Street. This connection will result in an improvement to traffic congestion on the adjacent north-south corridors such as SW I Street and Greenhouse Road.

Project Exhibit

Collector Project 2: SW Bright Road – SW Regional Airport Blvd. to 28th Street

10.07.2021

SW A Street - W. Central Ave. to 8th St.

The project consists of improving approximately 0.57 miles of SW A Street between E Central Avenue and 8th Street into a two-lane roadway with on-street parking and pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. SW A Street is a vital north-south corridor into the heart of the downtown district. The existing roadway has gaps in the pedestrian/bicycle facilities in an area with a high volume of pedestrian and bicyclist traffic. Additionally, portions of the existing roadway have failing pavement, no curb and gutter, and disorganized on-street parking. This project will bring this section of roadway up to downtown collector standards by adding or improving pedestrian/bicycle facilities and providing a uniform roadway with organized on-street parking.

Project Exhibit

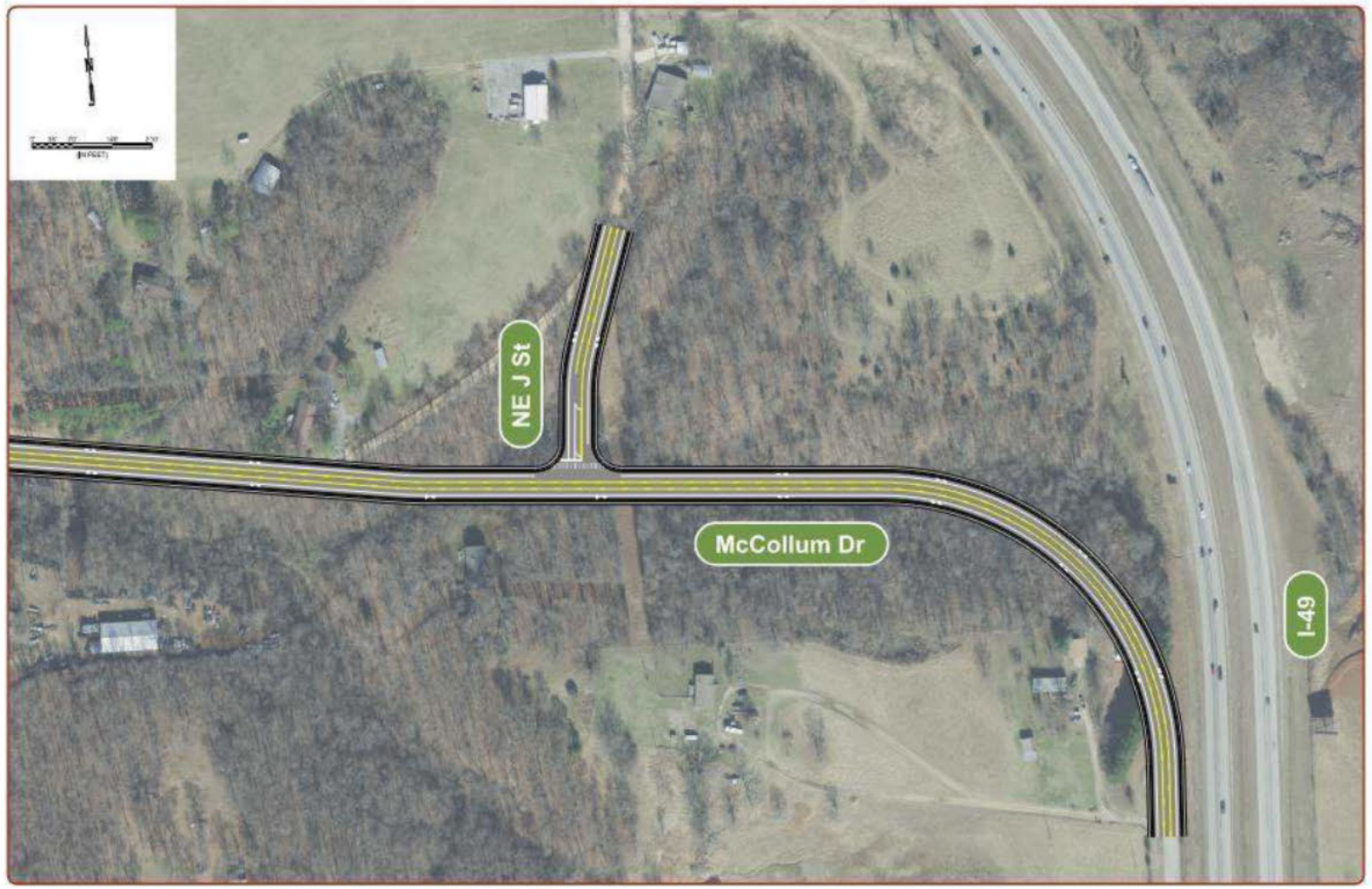
Collector Project 3: SW A Street – W. Central Ave. to 8th

10.07.2021

McCollum Drive - End of McCollum Dr. to NE J St.

The project consists of constructing approximately 0.84 miles of McCollum Drive into a three-lane roadway with pedestrian/bicycle facilities between the end of the existing McCollum Drive and NE J Street where it turns sharply east. This project will provide connectivity to NE J Street, thereby creating a continuous north-south frontage road along I-49 from E Central Avenue to the proposed J Street interchange. This project will also serve to remove local traffic from the interstate and provide much needed pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan along this corridor.

Project Exhibit



Collector Project 4: McCollum Drive – End of McCollum Drive to NE J Street

10.07.2021

SW Gator Boulevard - S Morningstar Rd. to SW Gator Blvd.

The project consists of constructing approximately 0.57 miles of SW Gator Boulevard between S Morningstar Road and the existing end of SW Gator Boulevard into a three-lane roadway with pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. Public comments were received during the public input process requesting connectivity of SW Gator Boulevard to S Morningstar Road. This project will complete the corridor by providing a continuous east-west connection from SW H Street (Highway. 112) to S Morningstar Road. This connection will provide much needed pedestrian facilities between residential neighborhoods and schools and will improve traffic congestion on adjacent east-west corridors such as SW Regional Airport Boulevard.

Project Exhibit

Collector Project 5: SW Gator Blvd. – Morningstar Road to SW Gator Blvd.

10.07.2021

Redbud Street - SW E St. to SW A St.

The project consists of improving approximately 0.28 miles of SW Redbud/SW 10th Street between SW E Street and SW A Street into a two-lane roadway with a raised center median and pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. During the public input process, several public comments requested improved connectivity between SW Redbud Street and SW 10th Street. This project provides that connectivity by constructing the roadway connection between the two roads, resulting in one collector roadway corridor from S Walton Boulevard to SE J Street for vehicles, bicyclists, and pedestrians.

Project Exhibit

Collector Project 6: Redbud Street – SW E Street to SW A Street

10.07.2021

Medical Center Parkway - SE 28th St. to SE S St.

The project consists of constructing approximately 0.29 miles of Medical Center Parkway from the existing pedestrian/bicycle facilities intersection with SE 28th Street to a connection with SE S Street using a three-lane roadway section with that are consistent with the City's Bicycle and Pedestrian Master Plan. This project will remove the offset intersections of SE S Street/SE 28th Street and Medical Center Parkway/SE 28th Street by aligning Medical Center Parkway and SE S Street. This will create a single intersection with SE 28th Street thereby creating a continuous north-south corridor from the Uptown District in Rogers to SW 14th Street near the new Walmart Home Office campus. The project would require signal improvements at the SE 28th Street intersection and a multi-barrel box culvert to accommodate drainage and a tunnel for the Razorback Greenway to pass under the road.

Project Exhibit

Collector Project 7: Medical Center Parkway – SE 28th Street to SE S Street

10.07.2021

E Battlefield Boulevard - E Central Ave. to Water Tower Rd.

The project consists of improving approximately 0.71 miles of E Battlefield Boulevard between E Central Avenue and Water Tower Road into a three-lane roadway with pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. Numerous public comments were received during the public input process requesting intersection improvements at E Battlefield Boulevard and E Central Avenue. This project would improve the intersection geometry and potentially signalize the intersection if further analysis showed it would warrant a traffic signal. The existing E Battlefield Boulevard is a narrow two-lane road with open shoulders and minimal pedestrian facilities. This project would bring the roadway up to current collector roadway standards and provide much needed pedestrian facilities along this corridor. Additionally, the existing bridge across I-49 would be widened on both sides to provide pedestrian sidepaths on both sides of the bridge.

Project Exhibit

Collector Project 8: E Battlefield Blvd. – E Central Ave. to Water Tower Road

10.07.2021

McCollum Drive - Ivy Cr. to End of McCollum Dr.

The project consists of improving approximately 1.12 miles of McCollum Drive between Ivy Circle and the end of the existing McCollum Drive into a three-lane roadway with pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. The existing McCollum Drive is a two-lane road with open shoulders and minimal pedestrian facilities. This project improves this section of McCollum Drive to collector street standards while also bringing much needed bicycle and pedestrian facilities to this corridor. McCollum Drive currently serves as a frontage road paralleling I-49 and will become an even more significant north-south corridor with the construction of the proposed Tiger Boulevard overpass and the J Street interchange.

Project Exhibit

Collector Project 9: McCollum Drive – Ivy Cr. To End of McCollum Drive

10.07.2021

Town Vu Road - City Limits (~Gower Ct.) to SW Tater Black Rd.

The project consists of improving approximately 0.74 miles of Town Vu Road between Gower Court and SW Tater Black Road into a three-lane roadway with pedestrian/bicycle facilities that are consistent with the City's Bicycle and Pedestrian Master Plan. The existing Town Vu Road is a narrow two-lane road with open shoulders and minimal pedestrian facilities. This project improves this section of Town Vu Road to collector street standards while also bringing much needed bicycle and pedestrian facilities to this corridor that provides access to Bentonville West High School.

Project Exhibit

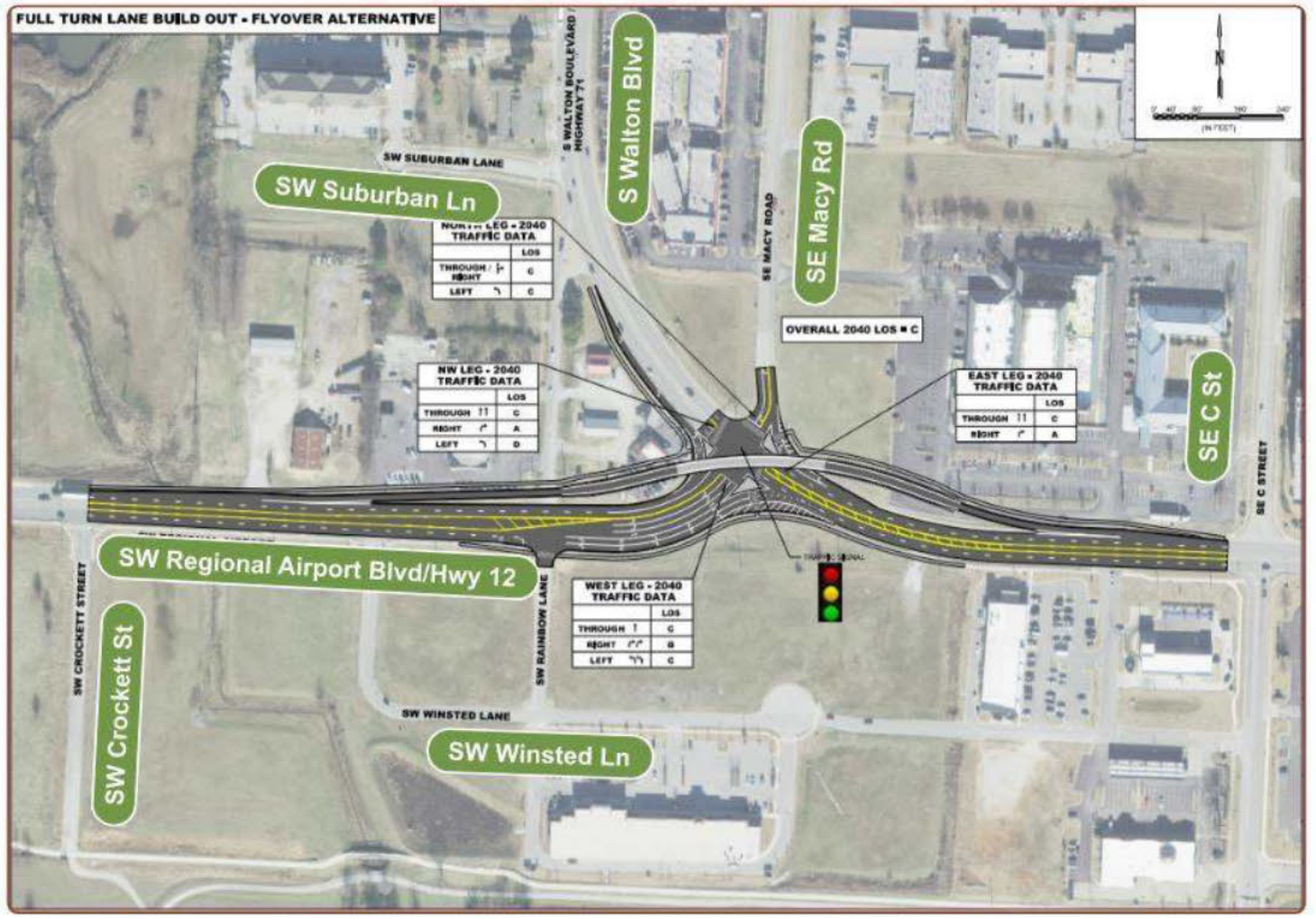
Collector Project 10: Town Vu Road – City Limits (Gower Ct.) to SW Tater Black Road

10.07.2021

Rainbow Curve Improvements

The existing intersection of Walton Boulevard and Highway 12, commonly known as Rainbow Curve, currently has an overall intersection LOS E, which will continue to deteriorate to an LOS F prior to the 2040 Design Year. The recommended improvements primarily consist of installing a flyover bridge to remove the westbound, left-turning traffic from the intersection. With the recommended improvements, an LOS C will be achieved for the projected 2040 traffic.

Project Exhibit



Intersection Project 1 & 3: Rainbow Curve Improvements

10.07.2021

S Walton Blvd. and SE 28th St. Intersection

The existing intersection of Walton Boulevard and SE 28th Street currently operates at an overall intersection LOS E, which will deteriorate to an LOS F by the 2040 design year. Crash rates on 28th Street are more than four times higher than the statewide average on the eastern leg, and queues over 1,000 feet are currently observed. Additional westbound lanes will help reduce queuing, a major contributor to rear-end collisions and risky behavior. Dual westbound left-turn lanes and a dedicated westbound right-turn lane are recommended. These improvements stand to reduce queues on the westbound leg by 50 percent, extending the service life of the signal and improving the overall safety of the intersection.

Project Exhibit

Intersection Project 2: S Walton Blvd. and SE 28th Street Intersection

10.07.2021

SE Walton Blvd. and SE Medical Center Pkwy. Intersection

The existing intersection of Walton Boulevard and SE Medical Center Parkway already operates at an overall intersection LOS F. Queues extending over 2,000 feet currently exist and only stand to inhibit traffic flow further without action. To reduce queues on the north and south legs of the intersection, dual turn lanes onto Walton Boulevard are recommended. A dedicated northbound right-turn lane is also recommended. These improvements reduce delay at the intersection by more than 55 percent. Additionally, the southbound queue is reduced by more than 80 percent.

Project Exhibit

Intersection Project 4: SE Walton Blvd. and SE Medical Center Parkway Intersection

10.07.2021

SW Regional Airport Blvd. and SW I St. Intersection

The existing intersection of SW Regional Airport Boulevard and SW I Street already operates at an overall intersection LOS F. Queues currently extend past 1,500 feet, and crash rates are higher than the statewide average on the northern leg. Improvements are recommended on every leg of the intersection. It is recommended that dual lefts and dedicated right-turn bays be constructed on each approach. It is also recommended that a six-lane cross section along Highway 12/SW Regional Airport Boulevard begin west of the intersection with SW I Street and continue east to the intersection with Walton Boulevard. These improvements reduce delay at the intersection by 70 percent and reduce queues more than 75 percent.

Project Exhibit

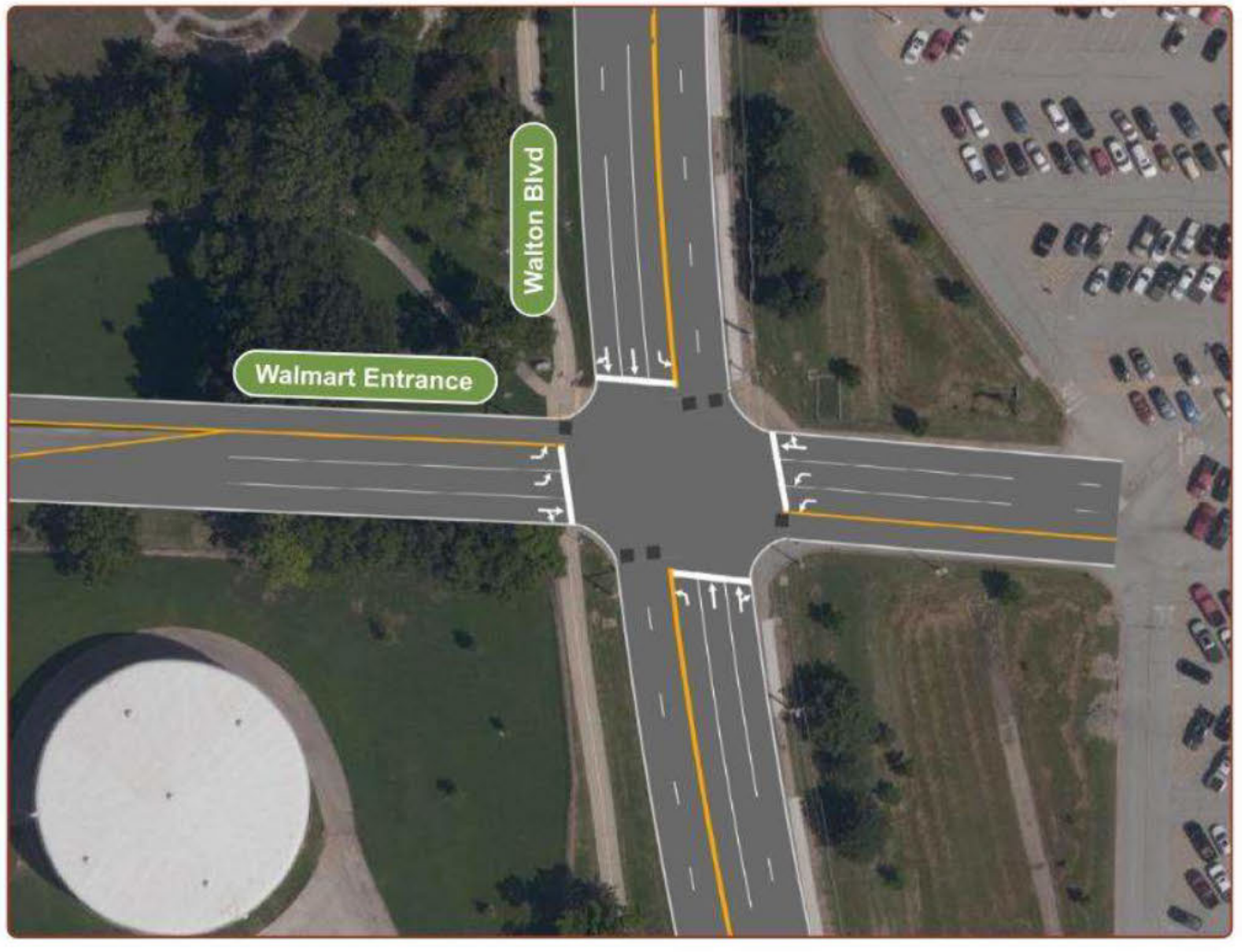
Intersection Project 5: SW Regional Airport Blvd. and SW I Street Intersection

10.07.2021

S Walton Blvd. and Walmart Entrance Intersection

The existing intersection of Walton Boulevard and Walmart Entrance already operates at an overall intersection LOS F. It ranks in the top 10 for both existing delay and queues, with queues extending beyond 2,000 feet. It is recommended that dual left-turn lanes be added on the eastbound and westbound approaches for vehicles turning onto Walton Boulevard. The added capacity is expected to improve traffic operations and safety at the intersection.

Project Exhibit



Intersection Project 6: S Walton Blvd. and Walmart Entrance Intersection

10.07.2021

SW Regional Airport Blvd. and S Vaughn Rd. Intersection

The existing intersection of SW Regional Airport Boulevard and S Vaughn Road received the 11th most traffic-related comments out of all locations in the city. The existing geometry does not meet current standards and traffic operations will only deteriorate with expected volume increases. With the Northwest Arkansas National Airport nearby and new developments in the area, changing the geometry of the intersection to improve safety and operations is a priority. The preferred intersection control type is a roundabout, which has proven effective at improving safety and traffic operations at similar intersections.

Project Exhibit

Intersection Project 7: SW Regional Airport Blvd. and S Vaughn Road Intersection

10.07.2021

SW 14th St. and S Walton Blvd. Intersection

The existing intersection of SW 14th Street and Walton Boulevard already operates at an overall intersection LOS F. As part of ARDOT's Highway 102 Study, improvements are taken from the publicly available preliminary designs. The improvements include an additional through lane along Highway 102 in each direction, dual northbound and southbound left-turn lanes, dedicated right-turn bays for southbound, eastbound, and westbound, and a channelized right-turn northbound.

Project Exhibit

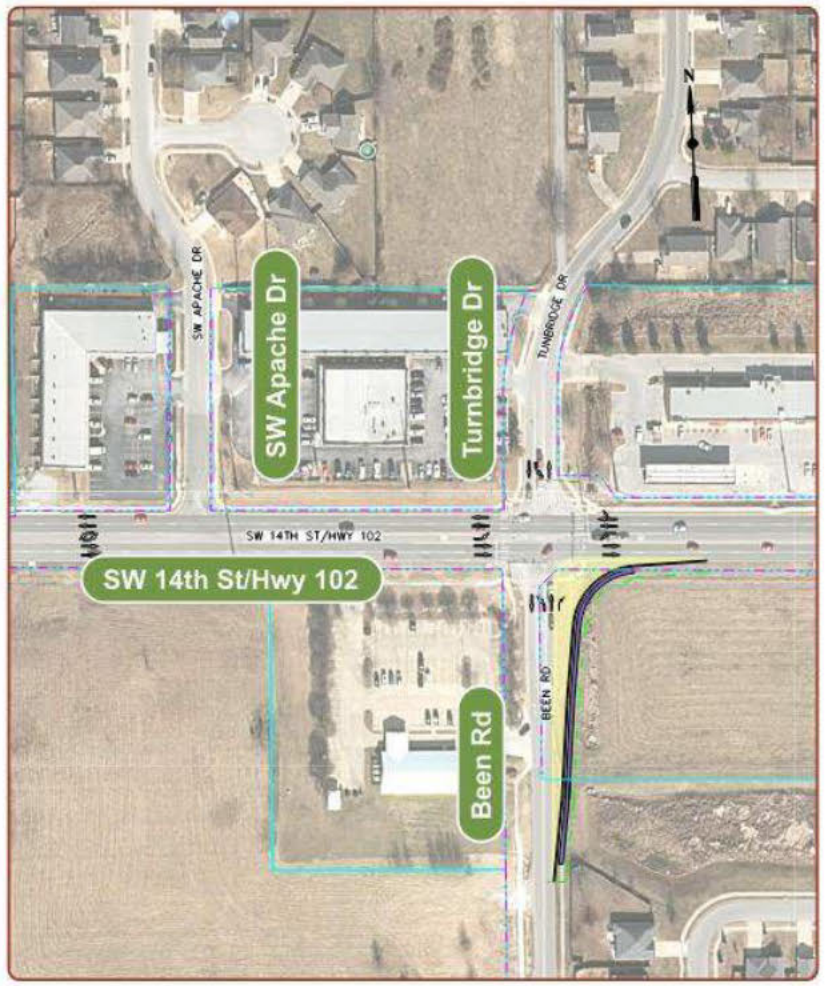
Intersection Project 8: SW 14th Street and S Walton Blvd. Intersection

10.07.2021

SW 14th St. and Been Rd./Turnbridge Dr. Intersection

The existing intersection of SW 14th Street and Been Road/Turnbridge Drive already operates at an overall intersection LOS F. As part of ARDOT's Highway 102 Study, improvements are taken from the publicly available preliminary designs. The improvements include a new dedicated northbound right-turn bay.

Project Exhibit



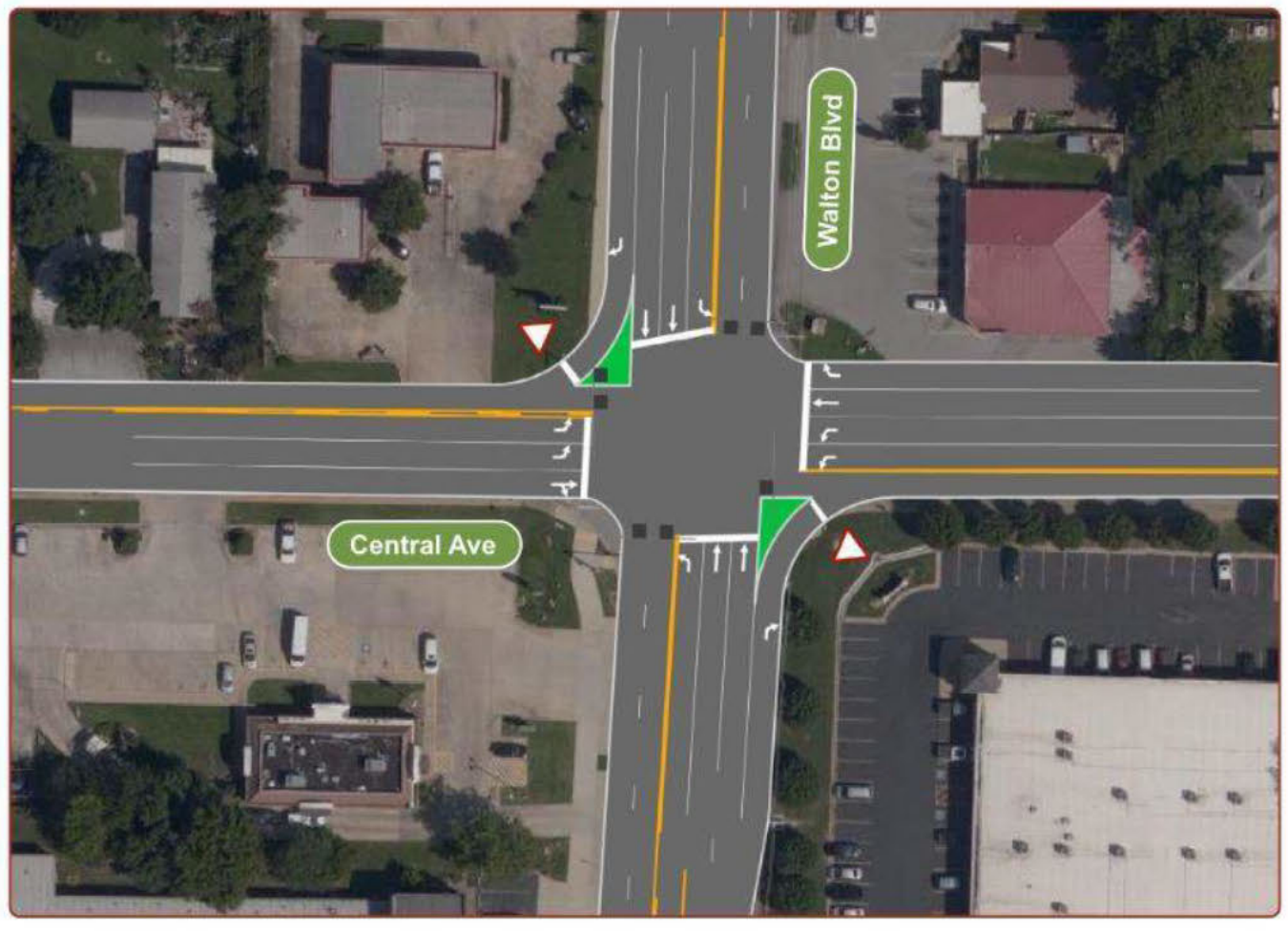
Intersection Project 9: SW 14 Street and Been Road/Turnbridge Drive Intersection

10.07.2021

Walton Blvd. and Central Ave. Intersection

The existing intersection of Walton Boulevard and Central Avenue already operates at an overall intersection LOS F. It currently ranks in the top 10 for existing delay, number of crashes, and existing queues, with queues extending past 2,000 feet. To improve operations and safety at the intersection, it is recommended to construct dual eastbound and westbound left turns, longer storage bays eastbound and westbound, and dedicated northbound and southbound right-turn bays. These improvements reduce delay by 50 percent, and reduce queues by more than 65 percent.

Project Exhibit



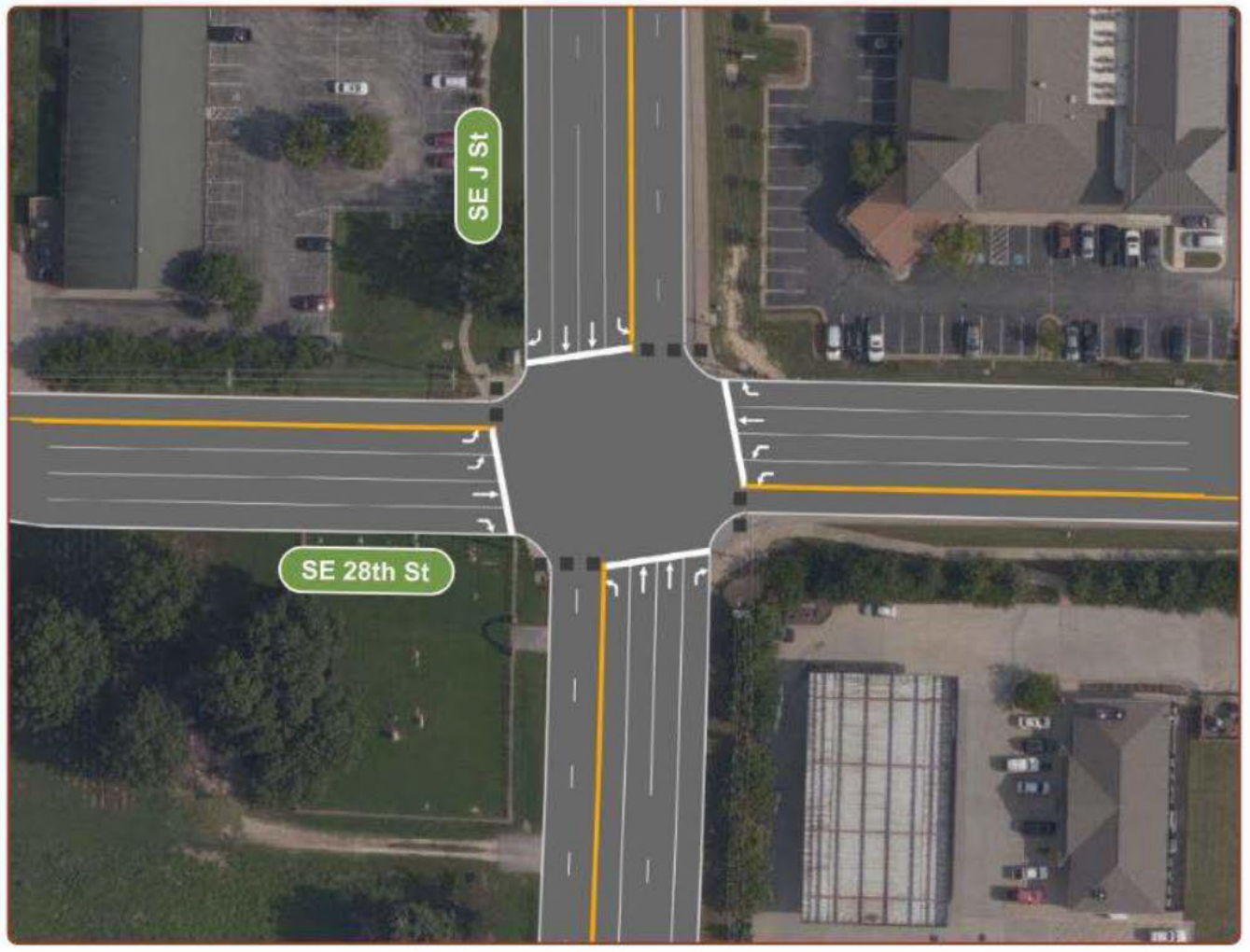
Intersection Project 10: Walton Blvd. and Central Ave. Intersection

10.07.2021

SE 28th St. and SE J St. Intersection

The existing intersection of SE 28th Street and SE J Street already operates at an overall intersection LOS F. The intersection ranks in the top 10 for existing delay, queues extend to nearly 2,000 feet, and it is one of only seven signalized intersections with a serious or fatal crash at the intersection. To improve operations and safety at the intersection, it is recommended that new dedicated right-turn bays be constructed in all four directions, as well as dual left-turn lanes along 28th Street for vehicles turning onto SE J Street. These improvements reduce both delay and queues by more than 60 percent.

Project Exhibit



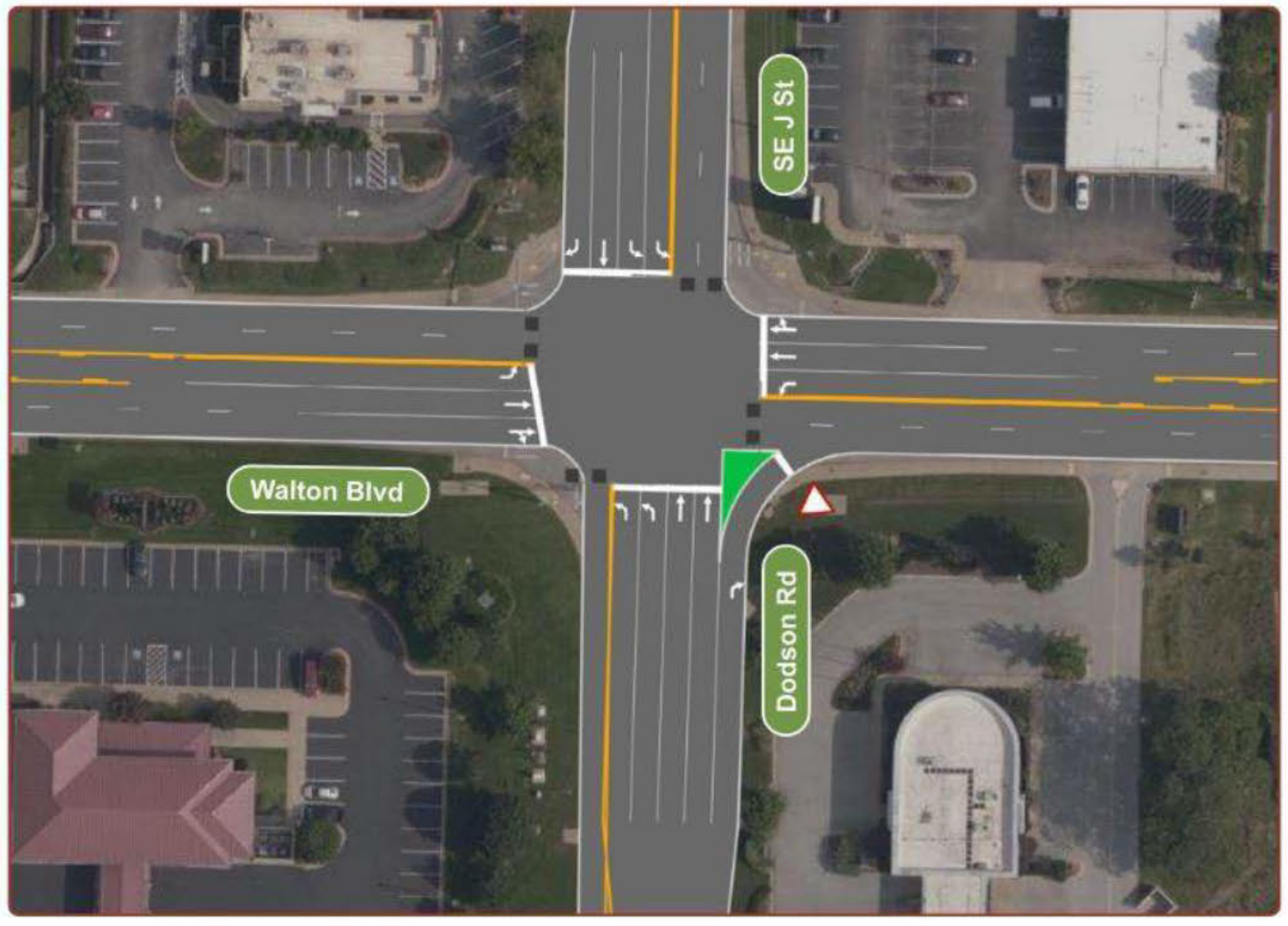
Intersection Project 11: SE 28th Street and SE J Street Intersection

10.07.2021

SE Walton Blvd. and SE J St. Intersection

The existing intersection of Walton Boulevard and SE J Street already operates at an overall intersection LOS F. Existing queues are the 5th worst in the city, extending beyond 2,000 feet. Additionally, the intersection is in the top 10 for number of crashes. To improve safety and operations at the intersection, it is recommended that dual left-turn lanes be added for northbound and southbound vehicles turning onto Walton Boulevard, and an additional through lane with a dedicated right-turn lane be constructed on the northbound approach. The added capacity is expected to reduce queues and delay by more than 50 percent.

Project Exhibit



Intersection Project 12: SE Walton Blvd. and SE J Street Intersection

10.07.2021

SW I St. and SW 41st St. Intersection

The existing intersection of SW I Street and SW 41st Street currently operates at an overall intersection LOS A, which will deteriorate to an LOS F by the 2040 design year. The intersection received the 10th most traffic-related comments of any location in the city. The main concerns are with bicycle and pedestrian safety and side street delay at the unsignalized location. With increasing volumes due to nearby community attractions and new residential development, additional intersection control is recommended. While adding a signal is one option, a roundabout is the preferred alternative for intersection control to improve safety and traffic operations.

Project Exhibit

Intersection Project 13: SW I Street and SW 41st Street Intersection

Photo By: Alison Nation

SUMMARY OF AMENDMENTS

Summary of Amendments to the 2008 Master Street Plan

Revised Master Street Plan Map (See MSP Amendment Map)

- Updated the map to incorporate roadways within the current city limits and planning boundary areas.
- Proposed roads from 2008 MSP that have since been completed were updated accordingly on the current map.
- Removed proposed roads from 2008 MSP that are no longer feasible to construct due to development, parks, terrain, or various other reasons.
- Added proposed roads to provide connectivity and maintain grid network.
- Adjusted road classifications where required to be consistent with the master street plans of adjacent jurisdictions.
- Identified a Downtown District on the map.
- Upgraded or downgraded road classifications per traffic analysis results.

Revised Master Street Plans Typical Sections

- Removed Residential Roadway Classification
- Added Alley Roadway Classification.
- Added Downtown Collector and Downtown Local Roadway classifications.
- Curb and gutter width is reduced from 2-ft. in the previous Master Street Plan to 1.5-ft for all sections.
- Four arterial sections are provided versus three arterial sections in previous Master Street Plan. A couple of the updated arterial sections increase the right-of-way width to 95-ft. from the 90-ft. that was previously provided for all arterial sections.
- Six collector sections are provided versus the three collector sections in previous Master Street Plan. The new collector sections provide various alternatives for on-street bike facilities, sidepaths, boulevards, and on-street parking. The previous Master Street Plan utilized 70-ft. of right-of-way for each collector sections. The new collector sections have varying right-of-way widths from 75-ft. to 65 ft.
- Two local sections are provided similar to the previous Master Street Plan. The back of curb to back of curb widths increased from 30-ft. in the previous Master Street Plans to 31-ft for all local sections. The right-of-way widths reduced from either 55-ft. or 52-ft. to 50-ft. for all local sections.
- Average Daily Traffic (ADT) ranges were updated for each typical section.
- Design Speeds for each typical section were updated. Additionally, a new parameter was added providing a desired operating speed for each typical section. The desired operating speeds were developed with consideration for the type of pedestrian or bicycle facility the typical section provides.

List of Proposed Projects

- The list of eighteen (18) projects for the ten-year improvement program provided in the previous Master Street Plan were updated with a list of thirty-two (32) priority projects. The thirty-two (32) projects are divided into arterial, collector, and intersection projects and ranked in order of priority as described previously in this report.

Local Transit Plan

- Alliance Transportation Group authored a Local Transit Plan consisting of four parts: Existing Conditions, Service Standards, Recommendations, and Transit Oriented Development. The Plan provides a detailed study of the current public transit system and recommendations for improved transit in the coming years. The plan provides for transit-related development guidance and needed standards for the continued growth of local transit infrastructure. Included in this volume is a summary of the Local Transit Plan.

Local Transit Plan and Multimodal Analysis and Recommendations (MSP Report Volume 2)

- In addition to the Local Transit Plan, Alliance Transportation Group performed a comprehensive multi-modal analysis and technical memorandum as part of this plan. The analysis covers availability of bicycle parking, a review of city codes regarding bicycle accommodation, multimodal integration and an analysis of specific areas for bicycle and pedestrian safety consideration throughout the City.

Stakeholder Engagement, Public Input, and Traffic Analysis (MSP Report Volume 3)

- The 2021 Master Street Plan process included extensive stakeholder engagement and public input. At the commencement of the project a Steering Committee of city and community stakeholders was formed to provide guidance and feedback throughout the process. The Steering Committee held three formal meetings in conjunction with various communications throughout the project along with multiple digital updates and communications with steering committee members throughout the process.
- Public input was gathered over a 13-month period via online surveys, a project website, multiple public input meetings, and online interactive map. Over 3,700 comments were received from public throughout the plan process.
- As part of the update process, updated traffic volumes from multiple sources were gathered. Several areas were evaluated, including turning movement counts, ADT, regional growth rates, and updated crash data from ARDOT. This data was analyzed for updated level of service, which was then used to determine areas of highest need.

Minimum Standard Specifications for Street and Standard Drawings (MSP Report Volume 4)

- The City of Bentonville Minimum Standard Specifications for Streets was completely restructured and updated to include the following:
    - Construction plan submittal requirements that provide minimum standards for the submittal content and formatting for plans and design reports that are submitted to the City.
    - Traffic Impact Study requirements that provide acceptable standards and methodologies for the traffic impact study. This includes items such as allowable study parameters, determination of traffic volumes and associated project impacts, level of service (LOS) standards, and required mitigation measures.
    - Street design and technical criteria that provided minimum technical design standards for the layout of streets and general design elements for the various street classifications provided.
    - Intersection design criteria for various elements of intersections including roundabout intersections.
    - Pavement design methods and minimum pavement material properties and thicknesses for each street classification. Also, includes required information to be provided in the pavement design report.
    - Traffic control devices design criteria, signal plan requirements, and signing and striping standards.
    - Bicycle and pedestrian design standards and technical requirements.
    - Neighborhood traffic safety including traffic calming devices and methods.
    - Minimum street inspections and testing procedures for various materials included in street construction.
    - Acceptance and warranty procedures for project closeouts.
    - Record Drawings requirements and submittal procedures.

- Standard drawings were developed for the following items:
    - Sidewalks and various types of sidewalk ramps and configurations.
    - Erosion control devices
    - Residential and commercial driveways
    - Curb and gutter

Master Street Plan Map- Amendments

Changes from the 2008 Master Street Plan are shown on this map.

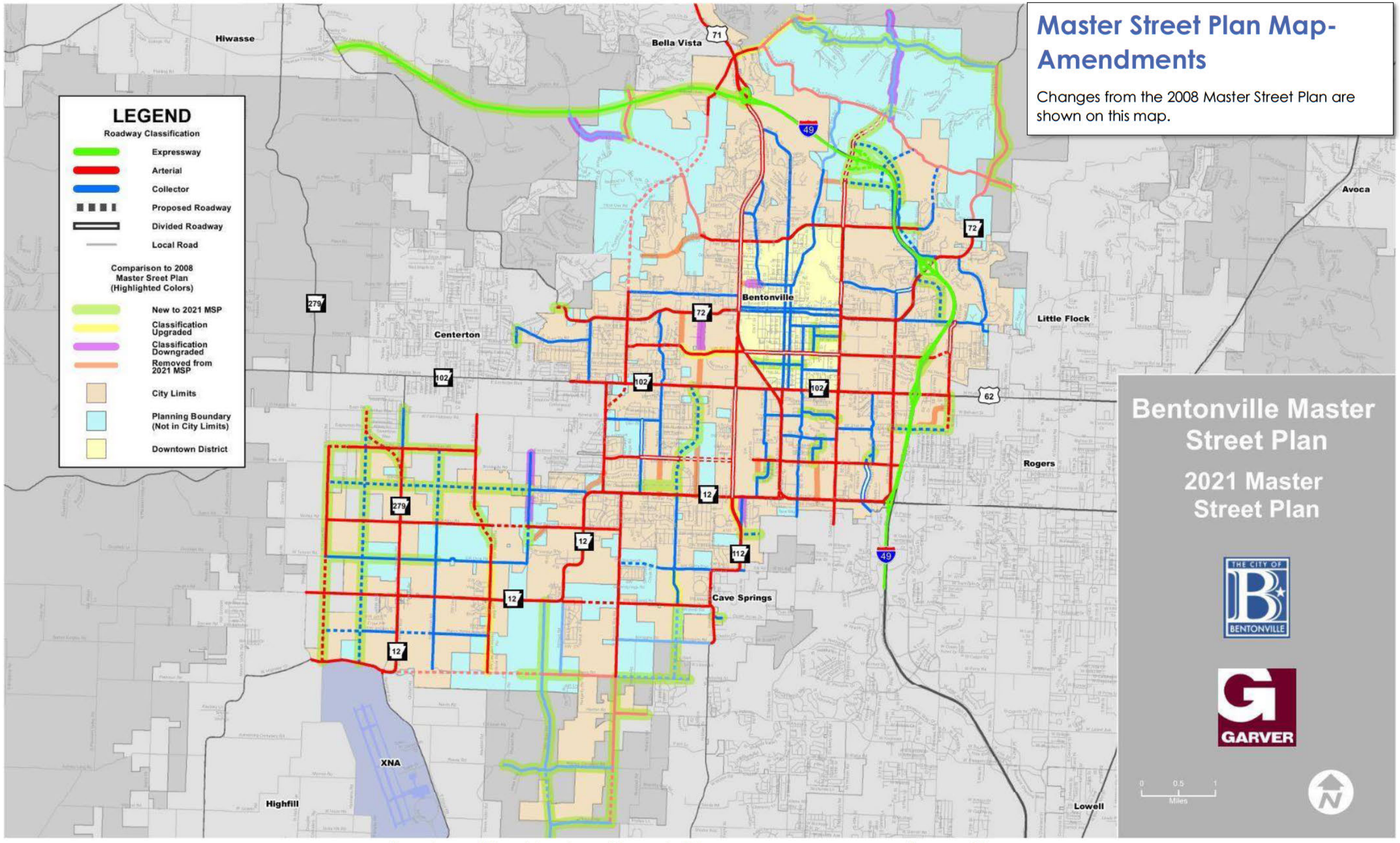


Photo By: Alison Nation

BENTONVILLE LOCAL TRANSIT PLAN

Prepared by Alliance Transportation Group (ATG)

Bentonville Local Transit Plan

The following report is a summary of the Local Transit Plan. The full Transit Plan with recommendations and appendices can be found in Volume 2 of the Bentonville Master Street Plan report.

Existing Conditions

Introduction

The City of Bentonville anchors the northern end of a rapidly growing region known as Northwest Arkansas (NWA). As the region grows and develops, the transportation system must also develop to provide service necessary for supporting local economic activity and mobility demands. Public transit acts as one mode option in the transportation system to move people safely and efficiently to accomplish their daily needs. Today, transit service in Bentonville is provided by Ozark Regional Transit (ORT), along with a taxi voucher program. ORT operates fixed route service Route 11, along with express Route 490 connecting the region along I-49. Complementary paratransit service is provided for qualified individuals by ORT within ¾ mile from Route 11. Demand response service is also operated for those who live outside of the ¾ mile from Route 11.

Market Analysis

Composite Transit Score

The following methodology describes how the project team identified transit-supportive areas within the City of Bentonville. The final product provides individual transit scores for each Transportation Analysis Zone (TAZ) within the city, that help the team understand which areas support or need transit. Final transit scores aggregated individual scores provided to demographic subgroups (e.g. disabled, poverty, minority populations) which represent areas needing new and/or improved public transportation. All data in the analysis came from the 2018 American Community Survey (ACS) database and the 2017 Longitudinal Employer-Household Dynamics (LEHD) data for employment. Analysis of each demographic subgroup used density per square mile to create a standardized scale for scoring in each block group. Block group scores were then transferred into study area TAZs through a geographic information system (GIS) analysis. The following subsections discuss key findings and methods used to generate final transit scores.

Findings

Figure 10 shows TAZs with high transit need, primarily between Tiger Boulevard to the north, and Walton Boulevard to the south. Walmart Headquarters resides in an area of need near the center of Bentonville, as does the mixture of commercial, industrial, and educational facilities just to the south east. The high score area in west Bentonville, north of 14th St. contains recent residential development, in addition to commercial facilities along the roadway. To the east, the high composite score contains NWACC along with residential areas to the north. Disbursed between these high scoring east and west areas, are middle scoring area's creating a "belt" of transit supportive land uses in the central part of Bentonville. The development of the new Walmart Headquarters will add to this supportive land use in the central city and create a key opportunity to serve a major regional employer.

Transit Potential

This measure helps define areas with existing markets primed for public transportation. Population, and employment densities represent areas with potential for immediate success (higher density areas), highlighting existing areas that have the potential to generate high ridership. People need to travel - in no specific order - between places they live, work, shop, and conduct any other recreational activities. Accordingly, population and employment densities provide a general picture of where these activities are happening in the City of Bentonville.

Transit Dependent Population

Transit dependent population represents community members with a high demand for public transportation services due to a lack of personal automobile access, or inability to operate a motor vehicle (i.e. too young or too old to drive). Transit demand was represented through the densities of youth population (18 years or younger), elderly population (65 years or older), and households with no personal automobiles.

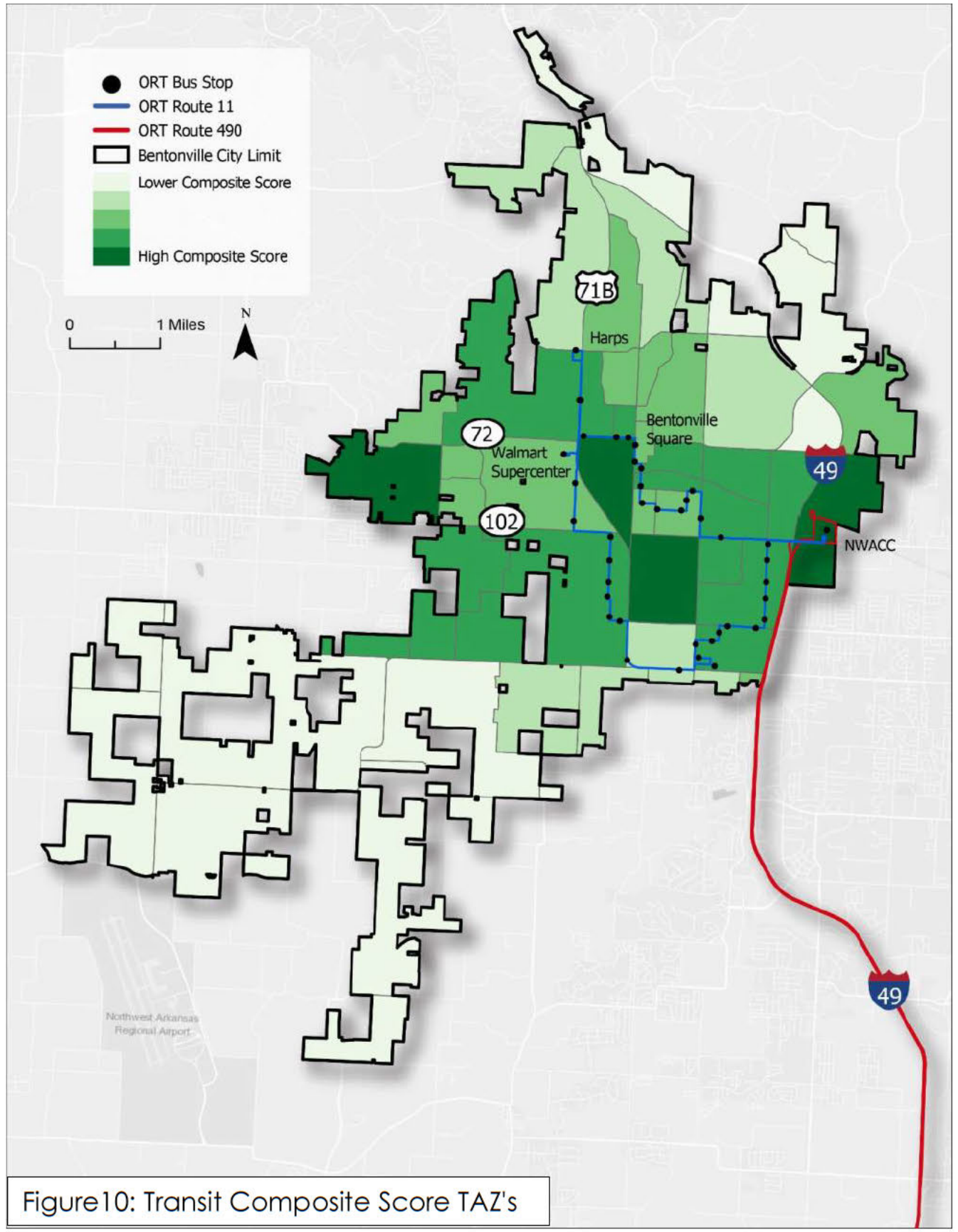


Figure10: Transit Composite Score TAZ's

Transit Need

Transit need represents the remaining citizen groups who may require special accommodations when it comes to transportation. This includes measuring population densities of those with limited English-speaking proficiency (LEP), people representing minority populations, people with disabilities, and those with low income/under the poverty line.

Methods

In order to generate final transit scores per block group, 9 demographic subgroups were first analyzed and scored separately. Each subgroup's density was calculated per square mile and set into bins based on natural breaks. Natural breaks were then smoothed to create finalized breaks used to allocate scores. Scores from 0 (lowest density) to 4 (highest density) were then assigned to each block group based on where they fell within the finalized breaks. Figure 11 presents the breaks and scores for each demographic subgroup. Using Figure 11 as an example, any block group containing a population density between 0 and 360 was given a score of 0, therefore displaying low population density and in turn a lack of existing transit market conditions within the block group.

Scores

	0		1		2		3		4	
	Low	High	Low	High	Low	High	Low	High	Low	High
Pop	0	360	3(			1840	1841	3130	3131	5449.815144
Emp	0	380	3(			3310	3311	8460	8461	42465.185502
Elderly	0	80	8			330	331	550	551	985.453299
Youth	0	180	1(			690	691	990	991	2179.926058
LEP	0	50	51	160	161	320	321	610	611	1144.007017
Minority	0	80	81	260	261	550	551	1000	1001	1511.707517
Disabled	0	50	51	130	131	250	251	420	421	795.099477
Poverty	0	110	111	260	261	470	471	870	871	1484.321512
No Vehicle HH	0	0.017910	0.017920	0.054834	0.054835	0.102804	0.102805	0.156504	0.156505	0.380165

If a block group's population falls between 0 and 360, it receives a score of 0.

Figure 11: Composite Scoring

Sums of the individual subgroup scores created final transit scores for each block group. Therefore, higher scoring totals equate to block groups with high densities of demographic subgroups related to transit need.

For example, a block group with a final score of 36 would mean each demographic subgroup density fell within the highest density break (i.e. all 9 subgroups receiving a score of 4). This suggests there to be a substantial number of citizens with one or several traits that places them within the subgroup(s), helping the project team better identify where transit need exists in Bentonville.

While double counting inevitably occurs, it remains acceptable for this analysis as it is indicative of a block group containing a population with several of the characteristics critical for understanding the region's transit needs. This in turn allows for efficient, feasible alternatives that serves those in most need of mobility or the most willing to make a mode shift.

Travel Pattern Analysis

The NWARPC Transportation Demand Model (TDM) was used to determine which area's in Bentonville account for the highest trip production. A better understanding of trip patterns and where people travel to and from can help shape transit to provide the best service to its citizens. Trips are measured by the average number of trips taken by a person, regardless of mode, per day. Figure 12 shows distinctly that the TAZ with Walmart Headquarters receives a significant number of trips. The highest trip TAZ's are near the Bentonville Senior Center and Northwest Medical Center, as well as east of I-49 in the TAZ where NWACC is located. Other high trip TAZ's are on the west side of Bentonville, where newer residential developments are located. Overall, the trips analysis shows a clear pattern of travel to the downtown Bentonville area, which may be attributed to the social and economic factors present near the urban center of the City. It should be noted, with the expansion of the new Walmart campus, this could significantly change travel the patterns, and shift the demand of the transportation system.

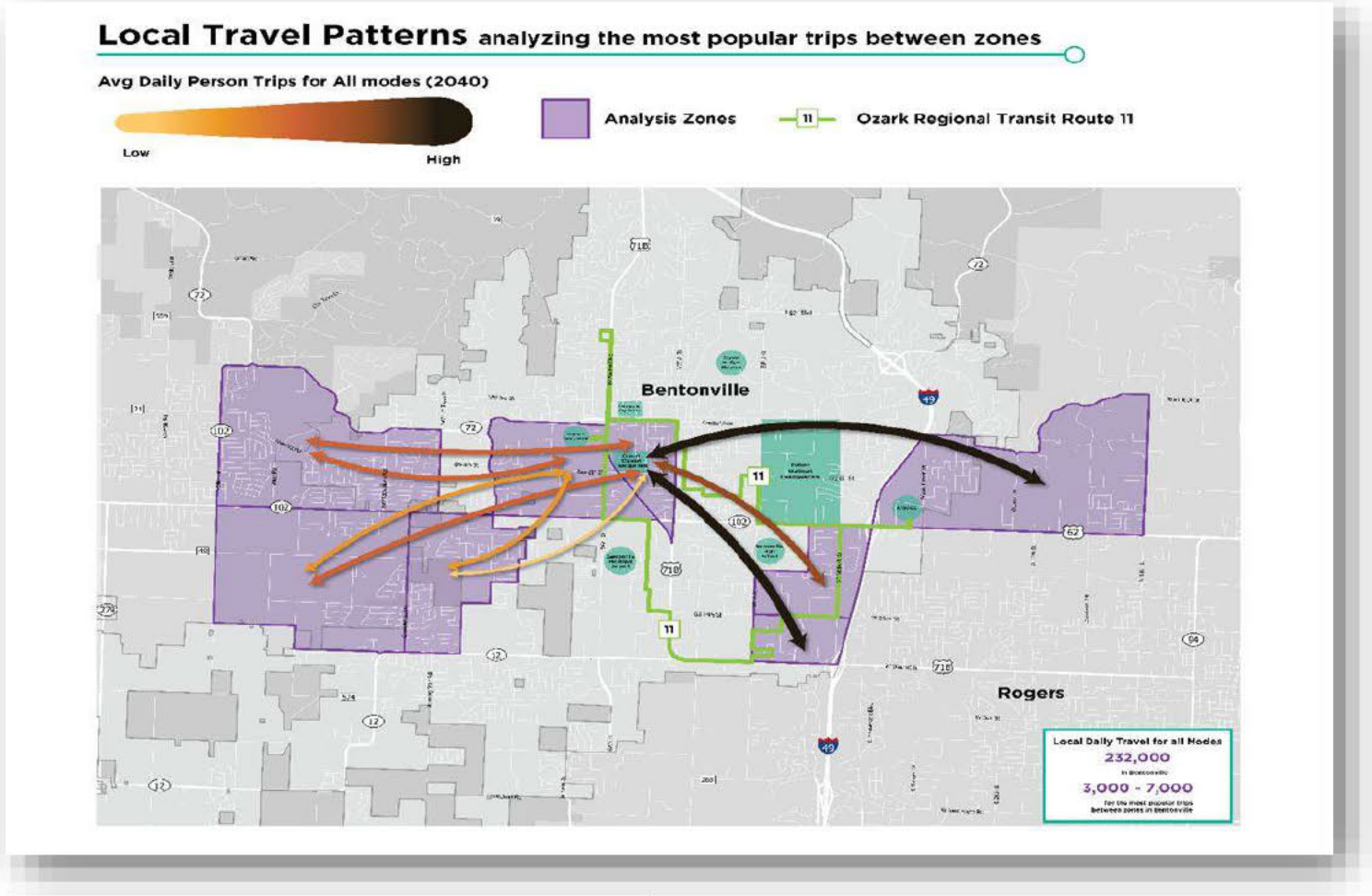


Figure 12: Local Travel Patterns

Public Engagement

All questions presented in Table 8 informed the project team about the perception of transit and shaped the recommendations of this Local Transit System Plan. One overarching take away was the large number of participants that unfamiliar with public transit options in Bentonville. Any recommendations or improvements to service, while valued by the riding public, will not stand on their own and generate new ridership. Bentonville must assess high priority to incorporating a strategic marketing campaign into its implementation actions as part of a multifaceted approach to communicating transit convenience and accessibility. Below, Figure 13 shows a selection of survey questions that were presented during a virtual public meeting.

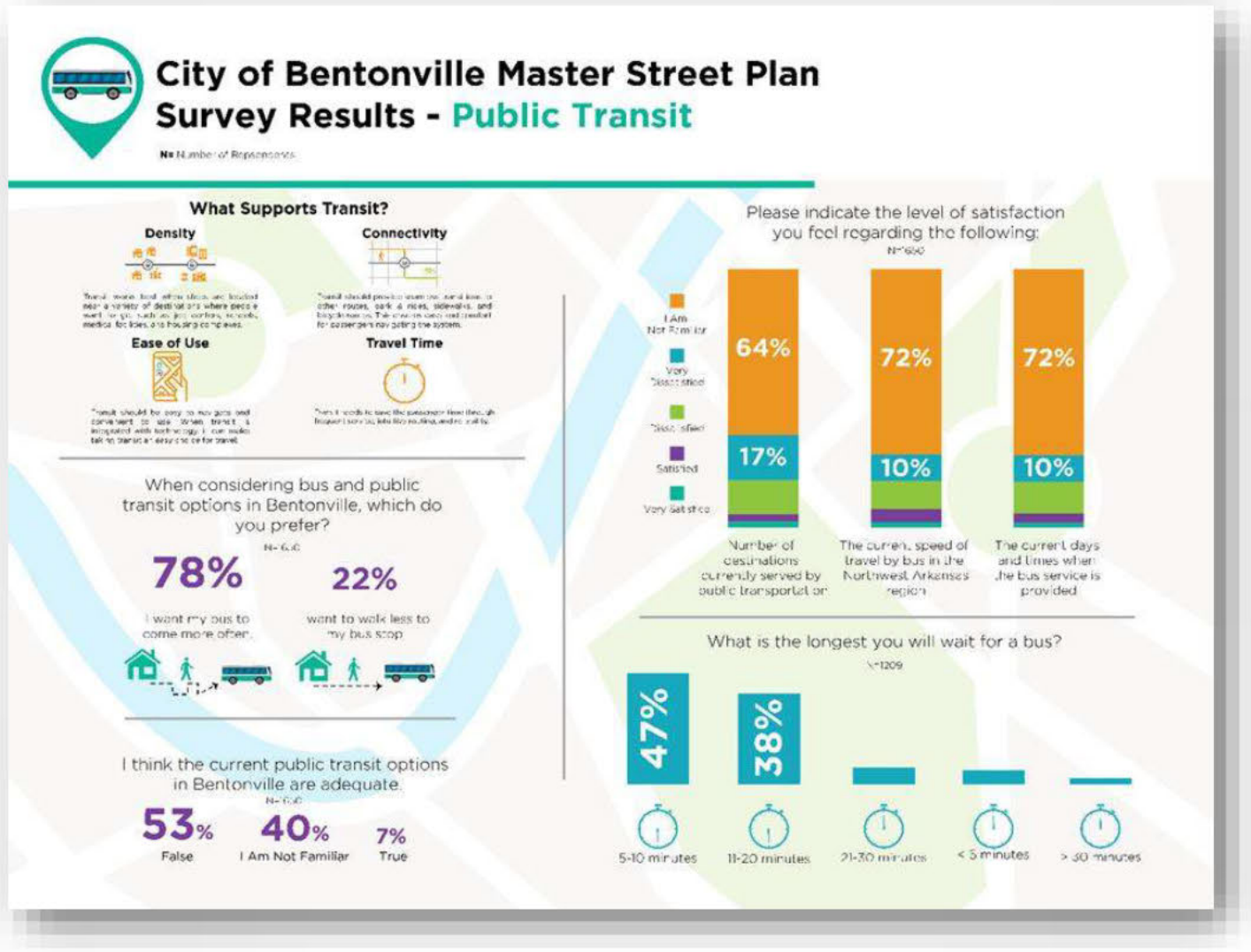


Figure 13: Public Survey Results

Multimodal Connectivity

All transit users begin their transit trip by traveling to a bus stop and end their trip traveling from the bus stop to their destination. Multimodal connectivity considers all the ways transit users travel to get to and from a transit stop. Ensuring these modes of travel, such as walking and biking, are safe and comfortable to and from bus stops is key to having a well-connected transit system. Bentonville's transit system should leverage the existing pedestrian and bicycle facilities and plan for future facilities around bus stops to best support the transit user's "first and last mile" connections. This ensures transit users can easily travel from their trip origin to the bus stop and from the bus stop to their destination.

Pedestrian Considerations

Sidewalks to and from transit stops are considered a minimum for encouraging multimodal connectivity for people walking or wheeling to transit stops. People are generally willing to walk about ¼ mile or ten minutes to their transit stop. This distance may increase if the walking environment is more pleasant and the transit stop contains more amenities. A connected and well-maintained sidewalk network is critical for transit riders that are mobility impaired and/or use mobility devices to travel.

The following are recommended pedestrian considerations that should be present within at least ¼ mile of the transit stop:

- Sidewalks,
- Safe crossings,
- Shaded walking paths,
- Street lighting, and
- Navigational support (i.e., maps, signage, clearly marked transit stops).

Figure 24 - Pedestrian Considerations

Highly visible crosswalks and pedestrian hybrid beacons can greatly increase the user's feelings of safety along the corridor as shown in Figure 24. High visibility crosswalks can be used at all corners of the intersection to eliminate unneeded crossing by people walking. Similarly, adding amenities such as shaded walking paths, benches, and a shelter at the stop can encourage users to engage with pedestrian facilities and increase their level of comfort. Please refer to the multimodal component of the Master Streets Plan for further pedestrian design guidance.

Bicycle Considerations

Similar to pedestrian considerations, bicycle facilities aim to increase the safety, comfort, and space designated for bicyclists as they make first and last mile connections to transit. Adding bicycle infrastructure that leads to transit stops can increase connectivity by providing users other mode options for traveling longer distances that are safe and convenient. As shown in Figure 25, infrastructure and amenities for people biking typically include:

- Safe and considerate bus/bike interactions,
- Safe and comfortable, bike infrastructure leading to transit stops,
- Bike share facilities integrated at key transit locations (mobility hubs, etc.),
- Transit vehicles equipped with bike carrying racks, and

Secure bike parking near transit stops.

Figure 25 - Bicycle Considerations

Key bicycle connectivity improvements include the addition of secure long-term and short-term bike racks at bus stops. Long-term bike parking is a secure place for people to leave their bike while they ride transit and is ideal for people who have a short last mile trip. Secure bike parking establishes clear and designated areas for bicyclists to store their bikes and relieves the user of having to bring the bike with them. In addition, all transit vehicles should provide a standard bike rack capable of holding three bicycles. This ensures transit riders that need to ride for their first and last mile connections can do so with ease by being able to bring their bike on the bus. Lastly, integrating a public bike share program with the transit system encourages users without bicycles and tourists to use the bicycle and transit infrastructure. More details about bicycle design guidance can be found in the multimodal component of the Master Streets Plan.

Accessibility

Accessibility is an integral component of connectivity and aims to provide user-friendly transit service to all people. Accessibility extends beyond physical accessibility and should include information accessibility and financial accessibility. Having clear and legible information both online and in print regarding stop locations, service times, and departures contribute greatly to transit accessibility and user experience. Financial accessibility refers to the cost of using the transit system and access to payment methods (i.e., bus passes, electronic bus passes, ticket vending stations). Optimizing routes and connecting users to major activity centers can reduce the need for multiple connections and overall trip costs. This form of accessibility also considers how and where users can pay for these trips. Maintaining ticket vending machines and recharge stations in areas with high demand is key to providing service to all customers. Similarly, providing various payment methods and programs allows users to choose an option that works best for their needs and budget. Physical accessibility has been outlined by the American with Disabilities Act (ADA).

Notable provisions highlighted in the 2006 Department of Transportation ADA Standards for Transportation Facilities include the location of accessible routes (206.3), detectable warnings on curb ramps (406.8), and bus boarding and alighting areas (810.2.2).

Recommendations

Introduction

A successful transit network is one that takes people where they want to go, when they want to go there. The Market Analysis revealed many opportunities for improvements in Bentonville's current transit system. When asking the public their thoughts on Bentonville's current transit service, most people feel that the service is in inadequate (53 percent of respondents) or they are simply not familiar with the service (40 percent of respondents). Bentonville's low transit ridership reflects the feedback from the public, however there is unmet transit potential in the community. The analysis suggests that the demand for transit is not being met and establishing a set of service delivery standards could help make riding transit easier and more intuitive.

A key takeaway from the analysis, greatly shaping the recommendations outlined below, is that Bentonville will be best supported by a transit network of multiple routes as opposed to one fixed route. A transit network can more effectively utilize resources and provide better service to the community. A transit service depending only on one route may spread the service too thin trying to meet multiple demands. Ultimately, this leads to long travel times and infrequent service; rendering transit unusable for those who might consider it and cumbersome for those that must use it. A transit network focuses on specific areas with high transit demand and is flexible to meet needs as the transit market develops in key areas. This allows for shorter travel times, more frequent buses, and reliable service. It also allows the City to be more strategic and adaptive with resources as the transit market develops and demand changes.

The following recommendations build from the analysis performed for the Market Analysis. The recommendations apply best transit practices grounded within the context of Bentonville to provide a transit service that supports the community's needs, encourages new transit riders, and continues to support Bentonville's prosperity.

Transit Network vs Circulator Route

The following recommendations are built around the conclusion that a transit network will be the most effective strategy for the future of transit in Bentonville.

While a service relying on one circulator route provides good physical coverage and access to opportunities, it can foster out-of-direction travel. The passenger must first travel away from their desired destination in order to eventually reach their end destination. This has compounding negative effects; not only does it increase travel time, but the perception of the inconvenient travel pattern can serve as an impediment to transit use. Figure 1 illustrates how a bi-directional route network can solve travel time issues that persist with a circulator route and makes the routes more desirable to use.

Although a circulator service may initially help provide physical coverage and access, the service is limited in its ability to respond to changing demand and other potential context changes. For instance, if a specific section of a circulator route starts to experience higher ridership, the circulator can only increase frequency for the entire route and not simply increase service on the section experiencing higher ridership. Whereas, if the area experiencing higher ridership was serviced by a bi-directional route network, the frequency can be increased along that section of the route (as illustrated in Figure 2). The bi-directional network allows service to be adaptive to transit demand and better allocate resources.

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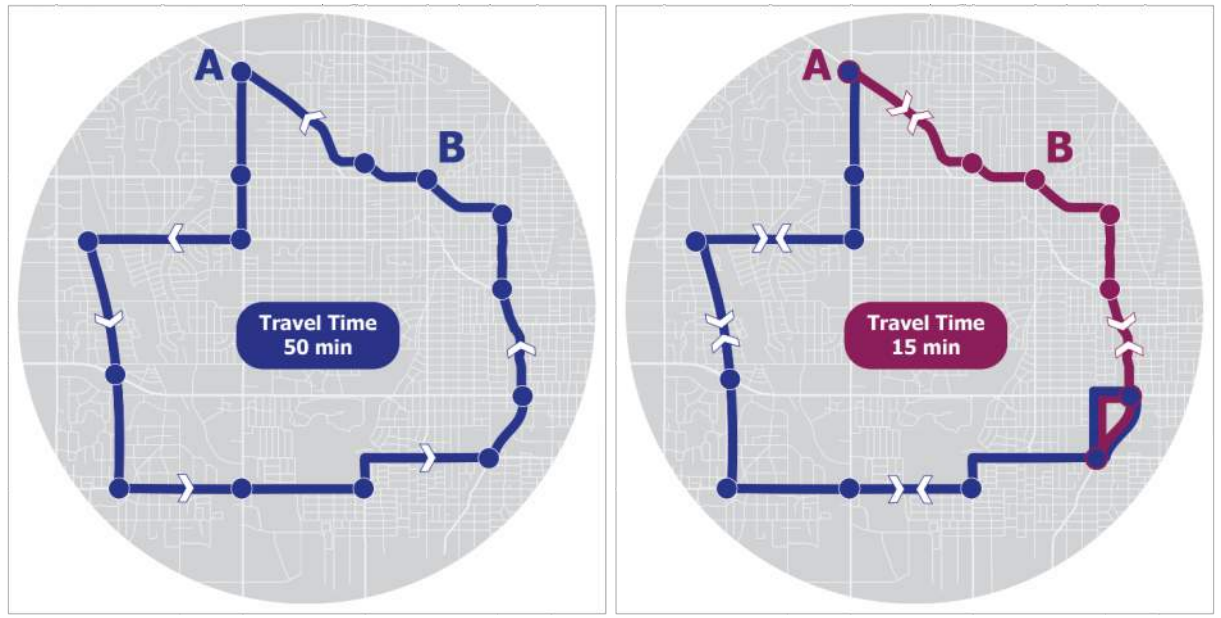


Figure 1 – Bi-Directional Network Travel Time Savings

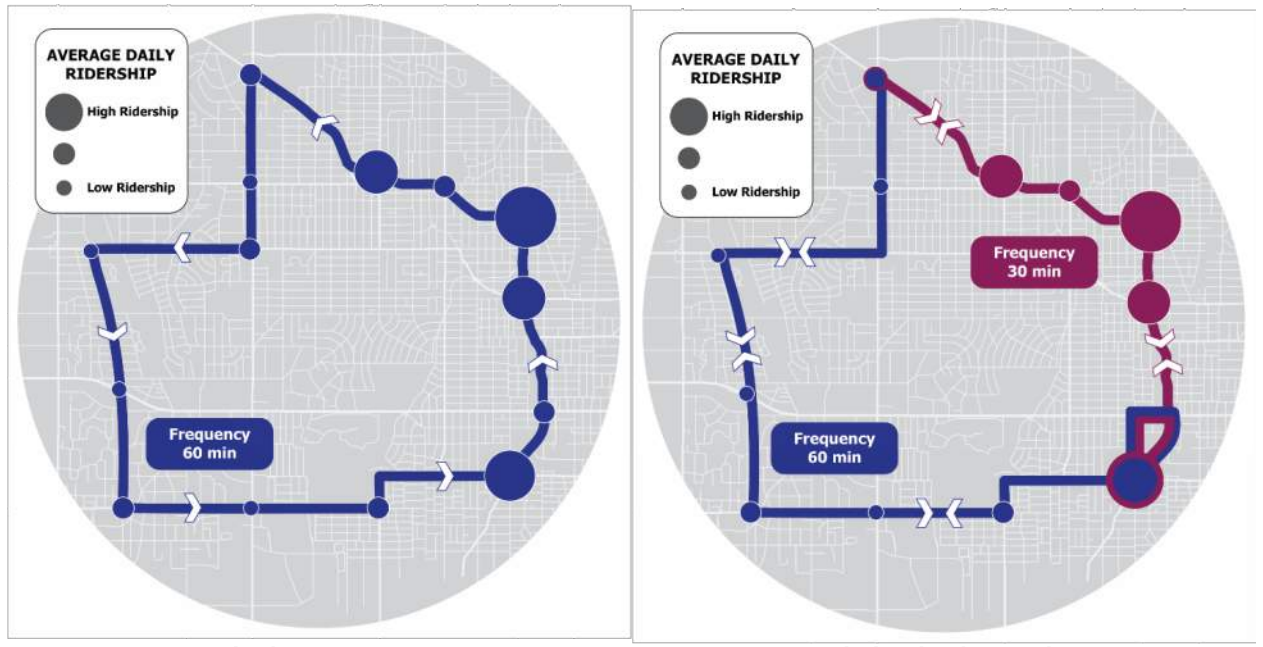


Figure 2- Bi-Directional Network Adaptability

Recommended Transit Network

A recommended transit network consisting of seven routes is the ultimate recommendation for the future of transit service in Bentonville. These routes were determined based on analysis of current and future conditions. The recommended network covers all areas of current and future transit need along with major population and employment centers. Additionally, these routes establish a connection to the regional transit network giving transit riders the ability to seamlessly travel outside of Bentonville.

This recommended transit network in tandem with the recommended Service Standards should be the ultimate goal guiding all future transit investments. However, the implementation of this network must be grounded in a realistic timeline and financial investment constraints. The approach below details the recommended incremental improvements, a route prioritization tool, and guiding principles to best determine future transit improvements that lead to building out the recommended network.

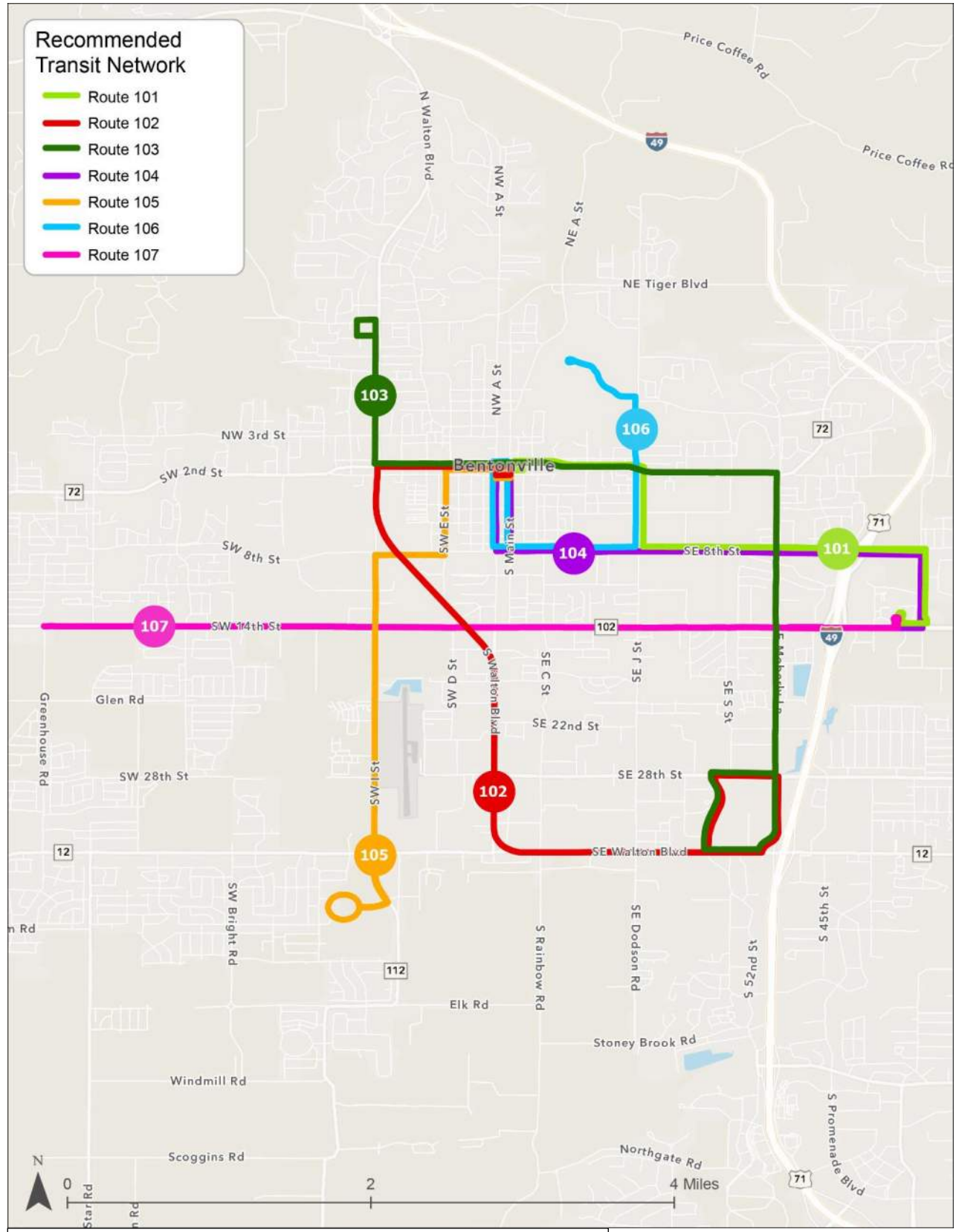


Figure 3 - Recommended Transit Network

Phased Implementation Plan

The recommended seven fixed-route transit system presented above is the ultimate long-term goal for transit in Bentonville. The recommended network fully covers areas of current transit need and future demand. However, the full-fledged network is ambitious and requires a phased implementation plan to foster a supportive transit market and allocate the necessary resources over time.

Phase II initiates the roll-out of the transit network recommendations. The three routes 102, 103, and 104 are the priority for implementation in this phase. Implementing the transit network, as opposed to continuing ORT Route 11, would best meet the City's transit needs, improve rider satisfaction, and allow the City to effectively apply resources where they would have the biggest impact. Phase III builds on the three-route core transit network by improving the frequency of service as soon as financially feasible.

Long-term recommendations include improving the existing system by expanding the span of service, improving frequency, and implementing additional routes using the prioritization tool as the transit market develops over time.

Lastly, alternative transit services are considered. If transit demand is not fully met by the fixed-route system, there are specific opportunities to supplement transit such as providing shuttle services for key destinations in Bentonville.

Phase I

Phase I offers immediate actions that improve upon the existing transit service in Bentonville. Phase I features include expanding service coverage by implementing an on-demand service zone and extending the existing span of service further into the evening.
For Phase I, it is recommended to maintain the ORT 11 route alignment the same as it is currently and upgrade bus stops along the route. Three bus stops have been identified for improvement.

The phased approach below describes incremental steps to take toward deliberately building Bentonville's transit network in a financially responsible way. The prioritization tool guides the phasing recommendations and is a tool for future transit decisions and resource allocation. Phase I recommends low-cost improvements that can be implemented in the short-term. For this phase, a realignment of ORT Route 11 was considered as a possibility. However, the realignment resulted only in minimal time savings, and some of existing bus stops would need to be eliminated. Given these results, any benefit from the minimal time savings was not enough to offset the negative consequences of removing existing bus stops. Instead of a realignment, this phase recommends improving existing bus stops and establishing an on-demand transit service zone.

The existing stops at the Walmart Supercenter on Walton Boulevard, the Touchstone Apartments on D Street, and the Bentonville Public Library were identified as potential stops for improvement due to their higher ridership. These stops are recommended to be improved to a Level II bus stop design which includes adding a bench at each stop. The upgraded amenities will provide riders an elevated experience while waiting for their bus.
The proposed on-demand service zone would provide on-demand service within the specified area by ORT. This service supplements the ORT 11 route by expanding the service area not within walking distance of ORT 11 and provides an additional on-demand bus in areas where ORT 11 currently serves. The on-demand service allows riders to schedule a bus trip within the zone by using the On-Demand Transit application on a smart phone, desktop computer, or by calling a direct number. This service overlaps with the existing taxi voucher program but provides a more user-friendly experience. Therefore, it is recommended to drop the taxi voucher program and reallocate those program funds towards the on-demand service.
ORT 11 currently runs during the week starting at 7:05 AM and ending at 4:05 PM with a frequency of 60 minutes. Extending service hours from 7:05 AM to 6:05 PM is recommended for this phase). The extended service hours in the evening better cover the time many working people would use transit for traveling home from work. The extended hours would therefore remove a potential barrier for people to choose transit as a travel mode to work and make the system easier to use for those that currently rely on transit to get to work. The same service hours for the on-demand service are recommended. The current service frequency for ORT 11 (60 minutes) will be maintained in Phase I.

Service Type	Span of Service	Frequency
Fixed Route	Monday – Friday 7:05AM – 6:05PM	60 Min
On-Demand	Monday – Friday 7:05AM – 6:05PM	N/A

Table 11 - Phase I Span of Service & Frequency

A high-level cost estimation for Phase I was calculated to provide a basis for the financial investment needed for Phase I implementation. Costs for the fixed route service (ORT 11) were estimated using the current service hourly rate ($75.50) multiplied by the annual service hours (2,805) which equals to total annual cost of $211,777.50. Costs for the on-demand service were estimated similarly to the fixed route service but include the addition of a one-time software fee ($25,000) and an annual connection fee ($6,000). The total cost for the first year of on-demand service is $242, 777.50. After the first year, the on-demand service is estimated to cost $217,777.50. Please note, these cost estimations do not include the cost savings from the taxi voucher program elimination, nor do they include new bus stop amenity costs.

Service Type	Service Days	Service Hours	Service Rate per Hour	Software Fee	Annual Fee	Frequency	Buses per Hour	First Year Cost	Total Annual Cost
Fixed Route	255	2,805	$75.5	N/A	N/A	60 min	1	$211,777.50	$211,777.50
On-Demand Service	255	2,805	$75.5	$25,000	$6,000	N/A	1	$242,777.50	$217,777.50
							Total Service Cost:	**$454,555.00**	**$429,555.00**

Table 12- Phase I Cost Estimation

Phase II

Phase II establishes the beginning features of the recommended transit network. The proposed fixed routes and upgraded bus stops will provide an almost entirely new and greatly enhanced transit experience (Figure 10).

Phase II recommends implementing three new fixed routes in Bentonville. Proposed routes 102, 103, and 104 are recommended based off the prioritization process. While the prioritization scores were very close for Route 104 and Route 107, Route 104 is recommended in this phase as it serves downtown and NWACC. NWACC is Bentonville's connection to the regional transit network. The three fixed routes provide transit service that replaces the service for ORT 11 and the on-demand service. Therefore, ORT 11 and the on-demand service are eliminated in Phase II. The proposed transit network better serves transit riders by streamlining service in key areas rather than spread thinly across the city as with ORT 11 and will greatly improve average travel times for riders.

Phase II incorporates many existing ORT 11 bus stops, but also requires many additional stops to serve Routes 102, 103, and 104. The recommended bus stops for Phase II have been categorized by Bus Stop Design Levels I, II, and III. Bus Stop Design Levels have been attributed to proposed bus stops based on existing ridership, potential ridership, and the Transit Oriented Development analysis. Bus stops should follow guidelines established in the Service Standards. Bus Stop Level III amenity upgrades are recommended for stops serving the NWA Medical Center, NWACC, and Downtown Bentonville as they have been identified as Mobility Hubs in the Transit Oriented

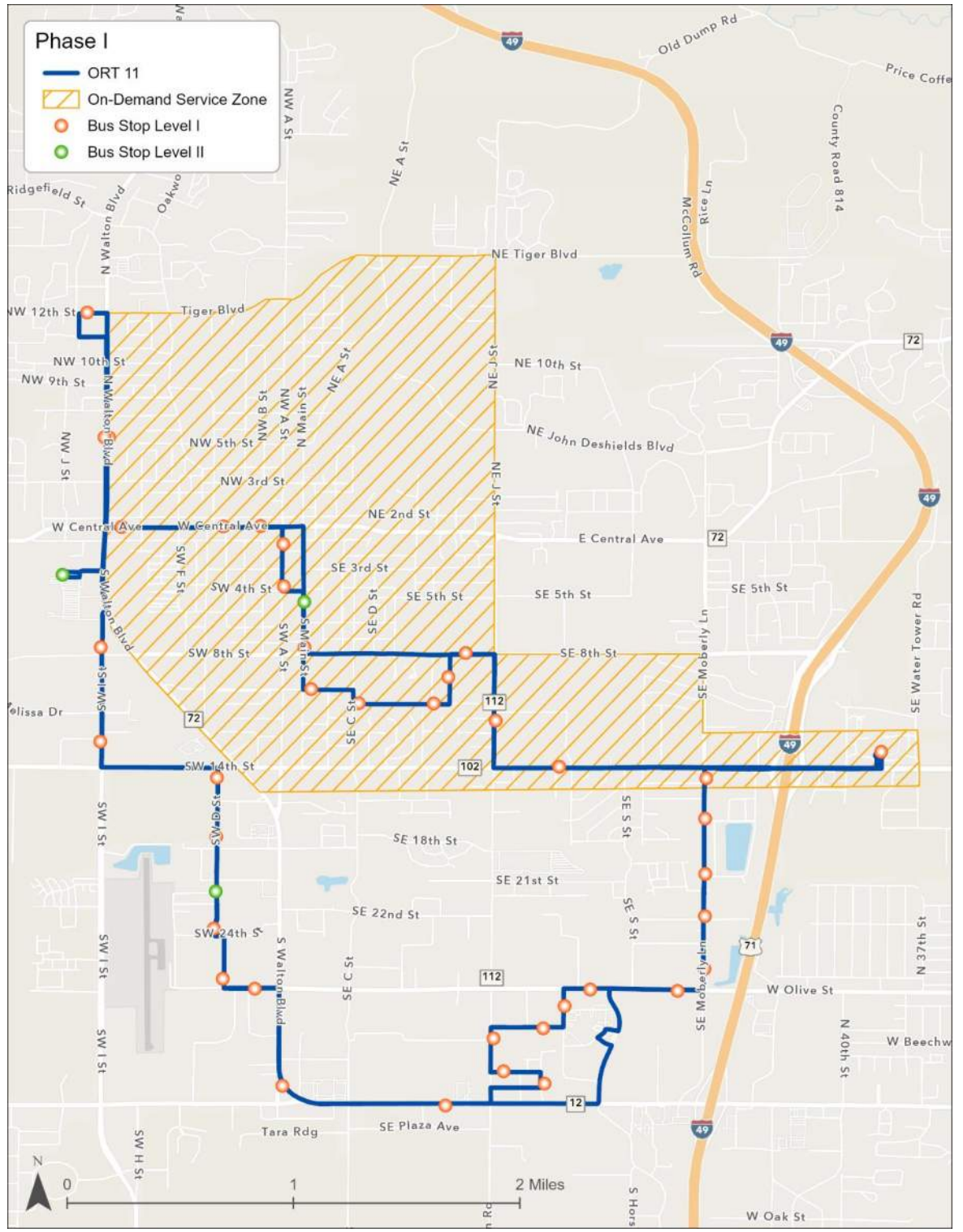


Figure 9 -Phase I

Development analysis. The bus stops recommended for Bus Stop Level II have been designated as such due to their existing and/or future ridership potential.
The span of service and frequency from Phase I is maintained for Phase II. However, Service in Phase II is recommended to run at a 60 min frequency across all three routes, Monday – Friday, 7:05 a.m. to 6:05 PM.
A high-level cost estimation for Phase II was calculated to provide a basis for the financial investment needed for Phase II implementation (Table 14). Costs for the fixed route service (ORT 11) were estimated using the current service hourly rate ($75.50) multiplied by the annual service hours (2,805) multiplied by the daily number of buses in service (3). This equals to a total annual cost of $635,332.50. Please note, these cost estimations do not include the cost savings from the on-demand and ORT 11 service elimination, nor do they include paratransit, bus acquisition and bus stop amenity costs.

Service Type	Span of Service	Frequency
102, 103, & 104 – Fixed Route	Monday – Friday 7:05AM – 6:05PM	60 Min

Table 13 - Phase II Span of Service & Frequency

Service Type	Service Days	Span of Service	Service Hours	Service Rate per Hour	Frequency	Buses per Hour	Total Annual Cost
Route 102	255	Monday – Friday 7:05AM – 6:05PM	2,805	$75.5	60 min	1	$211,777.50
Route 103	255	Monday – Friday 7:05AM – 6:05PM	2,805	$75.5	60 min	1	$211,777.50
Route 104	255	Monday – Friday 7:05AM – 6:05PM	2,805	$75.5	60 min	1	$211,777.50
						Total Annual Service Cost:	**$635,332.50**

Table 14 - Phase II Cost Estimation

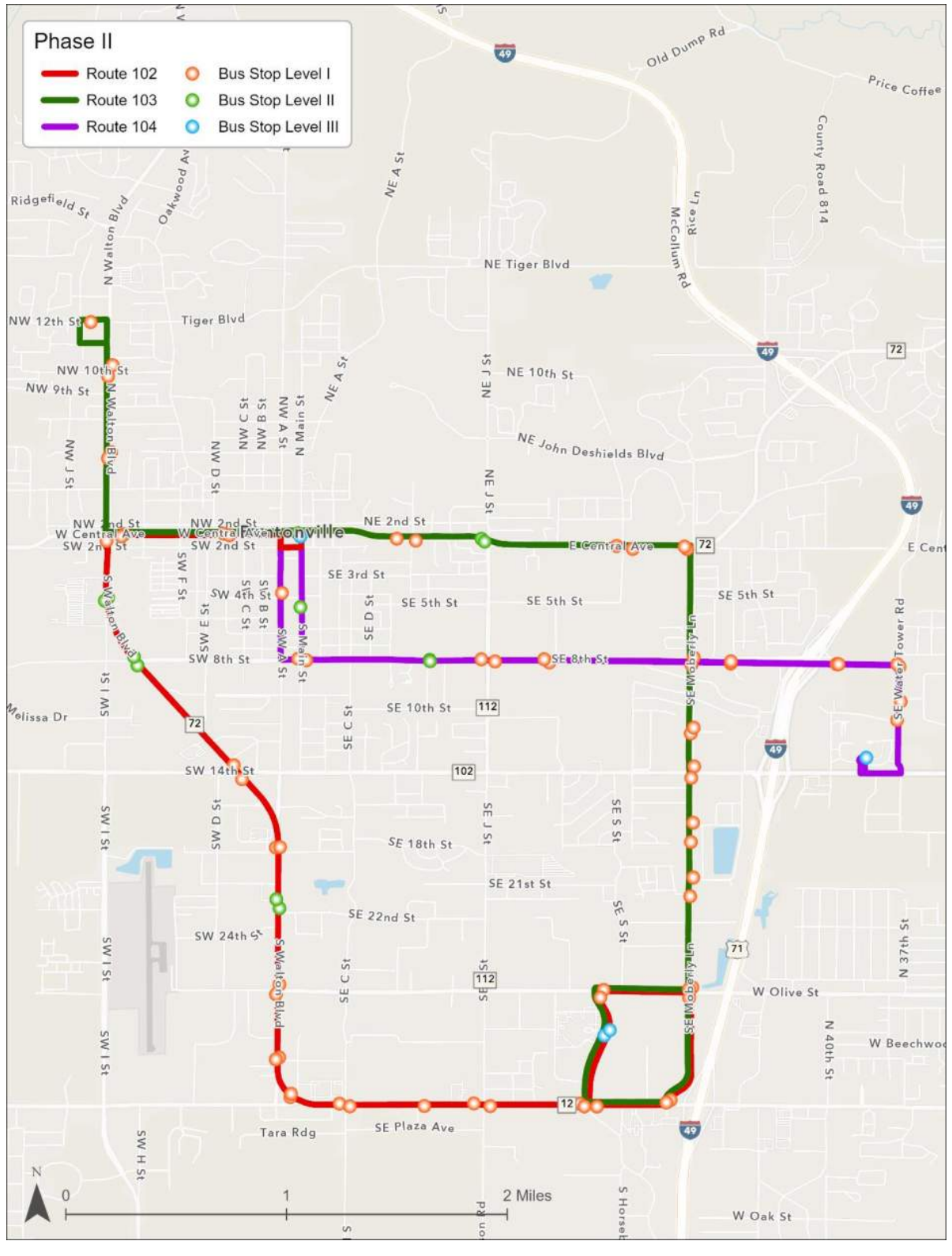


Figure 10 - Phase II

Phase III

Phase III recommendations improve upon on the three-route network implemented in Phase II. As transit demand builds across Routes 102,103, and 104, frequency should be improved accordingly.
This phase recommends improving frequency where demand is building and to do so whenever financially feasible. When the public was asked what is the longest time they would wait for a bus, 38 percent of respondents answered 11-20 minutes and almost half (48 percent) answered 5-10 minutes. Given that the public's willingness to wait for a bus caps at 20 minutes, a frequency of 30 minutes (at most) is highly recommended to be implemented as soon as feasibly possible across all three routes. Average daily ridership for each route should be diligently assessed and improved frequencies should be implemented first across the routes showing the highest demand. Given this phase provides no new route alignments, an image of the network has not been provided as it is the same as Phase II.
A high-level cost estimation for Phase III was calculated to provide a basis for the financial investment needed for Phase III implementation (Table 15). The cost estimation reflects a 30-minute frequency across all three routes. Costs for each fixed route were estimated using the current service hourly rate ($75.50) multiplied by the annual service hours (2,805) multiplied by the daily number of buses in service (2). This equals to a total annual cost service cost of $1,270,665.00. Please note, these cost estimations do not include paratransit or bus acquisition costs.

Service Type	Service Days	Span of Service	Service Hours	Service Rate per Hour	Frequency	Buses per Hour	Total Annual Cost
Route 102	255	Monday – Friday 7:05AM – 6:05PM	5,610	$75.5	30 minutes	2	$ 423,555.00
Route 103	255	Monday – Friday 7:05AM – 6:05PM	5,610	$75.5	30 minutes	2	$ 423,555.00
Route 104	255	Monday – Friday 7:05AM – 6:05PM	5,610	$75.5	30 minutes	2	$ 423,555.00
						Total Annual Service Cost:	**$ 1,270,665.00**

Table 15- Phase III Cost Estimation

Long-Term Actions

The benefit of a transit network is the ability to dynamically respond to the changing transit market. This allows the City to be more strategic with resources and the resources invested produce more impactful outcomes. As the transit market in Bentonville responds to the improvements made in Phase II and Phase III, long term improvements should move toward expanding service. Expanding service can be in the form of extending the span of service, increasing frequency, and implementing additional routes.
The long-term goal for transit in Bentonville is to implement the seven-route transit network that fully covers areas of transit need and demand (Figure 3). The prioritization tool should be used to help guide decisions and resources concerning new route implementation.
To ensure the system takes people where they want to go and when they want to arrive, expanding the span of service to run throughout the week (including weekends) and starting service earlier in the morning (6:00AM) and extending service later in the evening (10:00PM or later) should be a long-term action that the City works towards implementing. In the same vein, increasing frequency to under 30 minutes on higher demand routes will alleviate another barrier for potential transit riders.
It is also important to consider bus stop improvements to bring all stops up to the Service Standards recommended Bus Stop Design Levels according to their ridership. Average Daily Ridership for all stops should be evaluated on a consistent basis to determine bus stop amenities. Pedestrian access should be prioritized above all other improvements. This includes ensuring sidewalk connectivity within a ¼ mile of the bus stop. Additionally, Mobility Hubs identified in the Transit Oriented Development analysis should be prioritized for amenity upgrades as these areas are likely to be supporting the highest transit demand and are important intersections in the transit system.

Lastly, performance metrics identified in the Bentonville Service Standards should be set in the context of the transit system's performance and evaluated on a consistent basis. The performance metrics should be used as an additional guide for transit service decisions and resource allocation.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE MASTER STREET PLAN OF THE CITY OF BENTONVILLE, ARKANSAS ADOPTED BY RESOLUTION NO. 1-12-21B ON JANUARY 21, 2021, PURSUANT TO ARKANSAS CODE ANNOTATED §14-56-414.

WHEREAS, the Master Street Plan, consisting of the Master Street Plan Map and Typical Cross Sections, was adopted on January 21, 2021 with Resolution No. 1-12-21B; and,

WHEREAS, staff has revised the typical cross section for a Downtown Local; removed the extension of NW 5th St.; added a list of potential transportation projects with project summary sheets, and included the Bentonville Local Transit Plan; and,

WHEREAS, a public hearing was held at Planning Commission on December 7, 2021 to provide the public with the opportunity to view and comment on the plan; and,

WHEREAS, Planning Commission recommended approval of the amended Master Street Plan on December 7, 2021.

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

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

Section 2: That the Master Street Plan of the City of Bentonville, Arkansas should be and is hereby amended by adding ~~Downtown Local street section~~ a list of potential transportation projects, summary sheets for potential transportation projects, a summary of amendments from the 2008 Master Street Plan and the Bentonville Local Transit Plan with the following *Attachment B: Master Street Plan Additions*, by the Planning Commission and City Council pursuant to Ark. Code Ann. 14-56-414, an electronic copy and paper copy of which are on file with the City Clerk, is hereby referred to, adopted and made a part hereof as through it were copied herein fully.

Section 3: That a copy of this resolution shall be filed with the City Clerk and the County Recorder.

Section 4. That this resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED

ATTEST:

_____

Stephanie Orman, Mayor

_____

Kirby Romines, City Clerk

Eyaal Investment Group LLC

SW Barron Road
PC Date: 11/16/2021
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0073
Applicant / Current Owner	Eyaal Investment Group LLC
Site Area	+/- 24.84 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-2, Medium Density Two Family and Townhome Residential and R-ZL, Zero Lot Line Residential
Future Land Use Map Designation	Agriculture (A)
Requested Future Land Use Map Designation	Medium-Density Residential (MDR)

https://arcg.is/08HvK8

Location Map

Property Description
This property is located at SW Barron Road, directly north of the Benton County Fair Grounds. The property is surrounded by A-1, Agricultural to the north, south, east, and west.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Agriculture. Agriculture areas include larger properties used primarily for the raising of crops or livestock. These properties may also include residences and farm-related structures. The applicant is requesting a change in the Future Land Use Plan to Medium Density Residential. 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.

This property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure to capitalize on municipal investment that has already taken place (pg. 44).

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

Analysis
The R-2 District allows for a slightly higher density than the R-1 District, with residential uses separated from commercial and industrial activity. It encourages duplex and patio home development at appropriate locations. The district may be located in developed areas or undeveloped areas of the City compatible with moderate density residential development.

The R-ZL District is a moderate density residential district designed to encourage the development of a variety of dwelling types including "zero lot line" units. Developments must be efficient in the use of land and utilities. It should be considered compatible with other residential use and may be used to create a transition from purely residential zones to medium and high-density residential zones.

Conclusion
This rezoning request is consistent and compatible with existing land use patterns. Staff recommends approval of the Future Land Use Map amendment and the rezoning request.

Legend
Pending Planning Commission Items
SW OPAL RD
SW BARRON RD
A-1
SW REGIONAL AIRPORT BLVD
C-2
I-1
C-1
N
W
E
S
1 inch = 300 feet
RZ21-0073
REZONING A-1 TO R-2 & RZL
DONALD ADDITION
LOT 2
THE CITY OF
BENTONVILLE

CEI
Solutions for Land and Life

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

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

October 11, 2021

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

RE: Eyaal Investment Group, LLC Rezoning Application

Dear Planning Commission:

Please accept this narrative letter to accompany a formal request by Eyaal Investment Group, LLC owner of real property located in the City of Bentonville, for consideration of a rezoning for Benton County parcel 01-08200-026 from A-1, Agricultural District to R-ZL Residential Zero Lot Line and R-2 Medium Density Two Family and Townhome. The property is approximately 25 acres located on SW Barron Rd. between SW Opal Rd and SW Regional Airport Blvd. The property is planned for development by the current owner as a Medium Density Residential subdivision.

Pending approval of this rezoning request, a proposed development plan will be submitted later addressing details of construction. It will be consistent with the allowable uses under the current city of Bentonville zoning code for the proposed district. Zoning of the subject tract as R-ZL Residential Zero Lot Line and R-2 Medium Density Two Family Townhome use will be compatible with the surrounding agricultural lands, school location, and a future single-family and townhome subdivision.

Access to this development has been provided by the extension of public streets from the adjacent collector and arterial streets in the surrounding areas. An imminent increase of traffic can be expected from the development of a future single-family subdivision, townhomes, and an adjacent school, since the land is currently being developed. All necessary utilities for the proposed development will be available on or by adjacent easement to the subject tract. The main water utility connection will take place on the eastern side of Barron St., to a proposed 12" water main constructed by the Bentonville School District. Access to sewer will be provided by an established easement to the east which will connect to the Bentonville School project nearing construction.

Thank you for your time and consideration in this matter.

Respectfully submitted,
CEI Engineering Associates, Inc.

Nate Bachelor, PE
Project Manager

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

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

October 11, 2021

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

RE: Eyaal Investment Group, LLC General Plan Amendment

Dear Planning Commission:

Please accept this narrative letter to satisfy the requirements of Ordinance 2021-94 regarding rezoning requests when such request is inconsistent with the future land use plan map. On behalf of Eyaal Investment Group, LLC, CEI has submitted a request for rezoning of one parcel of 01-08200-026 requesting R-2 & RZL zoning (Medium Density Residential) where the future land use plan map shows agricultural use. If the commission finds the rezoning request in keeping with the highest and best use of the land, we also ask for the land use plan to be amended to reflect medium density residential use for consistency with that zoning.

Thank you for your time and consideration in this matter.

Respectfully submitted,
CEI Engineering Associates, Inc.

Nate Bachelor, PE
Project Manager

RESOLUTION NO. _____

AN RESOLUTION ADOPTING REVISIONS TO THE FUTURE LAND USE MAP OF THE CITY OF BENTONVILLE TO CHANGE REAL ESTATE FROM ITS PRESENT LAND USE CLASSIFICATION OF AGRICULTURAL TO MEDIUM DENSITY RESIDENTIAL.

WHEREAS, Eyaal Investment Group 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 land use classification of Agricultural to Medium Density Residential on the City of Bentonville Future Land Use Map, which property is described as follows:

Lot 2 of Donald Addition to Bentonville, Benton County, Arkansas, as shown on plat filed under Book and Page L202132884, recorded in the Benton County Clerk's Office, Bentonville, Arkansas.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 7, 2021 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record 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 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 above described real property is hereby changed from its present land use classification of Agricultural to Medium 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_____ day of _____, 2021.

APPROVED

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL AND R-ZL, ZERO LOT LINE RESIDENTIAL (PROJECT NUMBER: RZ21-0073).

WHEREAS, Eyaal Investment Group 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 A-1, Agricultural to R-2, Medium Density Two Family and Townhome Residential and to R-ZL, Zero Lot Line Residential, to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot 2 of Donald Addition to Bentonville, Benton County, Arkansas, as shown on plat filed under Book and Page L202132884, 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 the public hearing to be held December 7, 2021 in the Council Chambers of the City of Bentonville; and,

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

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

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

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

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

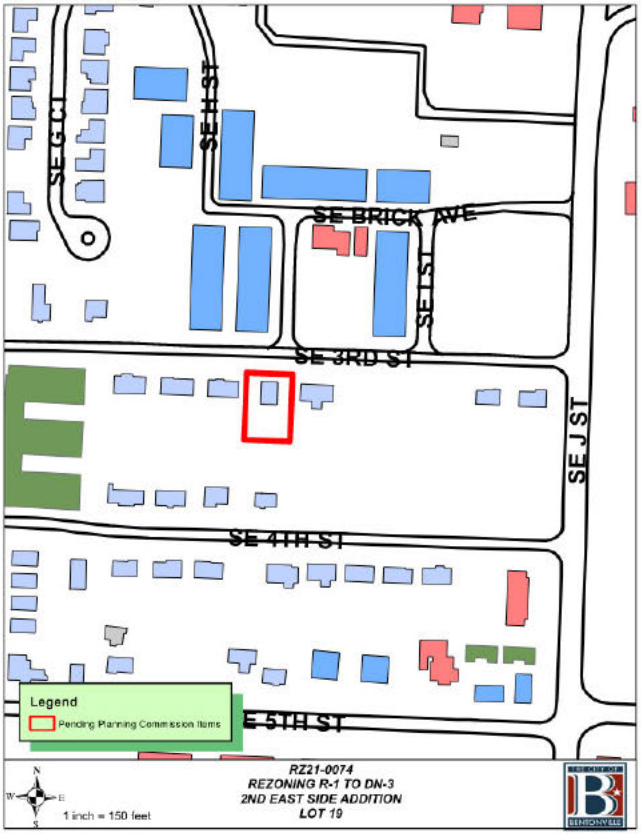
Hunter Wright Development Group LLC

908 SE 3rd Street
PC Date: 12/7/2021
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0074
Applicant / Current Owner	Hunter Wright Development Group LLC
Site Area	+/- 0.33 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-3, Downtown High Density Residential
Future Land Use Map Designation	Low-Density Residential (LDR)
Requested Future Land Use Map Designation	High-Density Residential (HDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 908 SE 3rd Street. The property is surrounded by PUD, Planned Unit Development to the north, R-1 to the east, west, and south, and DN-3, Downtown High-Density Residential within the same block.

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

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

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

Analysis
The DN-3 district is established to allow for an increased neighborhood density through the development of small-lot single-family housing and townhouses throughout the district. These areas tend to be adjacent to downtown commercial uses. At the ends of blocks, multifamily apartment buildings may be an appropriate use in this district.

Conclusion
This rezoning request is consistent and compatible with existing land use patterns. Staff recommends approval of the Future Land Use Map amendment and the rezoning request.

SE G CT
SE H ST
SE BRICK AVE
SE I ST
SE 3RD ST
SE J ST
SE 4TH ST
E 5TH ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 150 feet
RZ21-0074
REZONING R-1 TO DN-3
2ND EAST SIDE ADDITION
LOT 19
THE CITY OF
BENTONVILLE

11

October 11, 2021

Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Parcel No. 01-02487-001 from R-1 to DN-3 (908 SE 3rd Street)

Dear Planning Staff:
I'm requesting a rezone of the above-mentioned property from R-1 to DN-3 zoning. This request is to bring the property more in compatibility with current and recent zonings as we consider a higher density for this property. Thank you for your consideration of this request. If you have any questions, please feel free to contact me at 501-960-1296.

Sincerely,

[redacted]

Reginald Wright.

November

Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Change in Future Land Use Plan- Parcel No. 01-02487-001

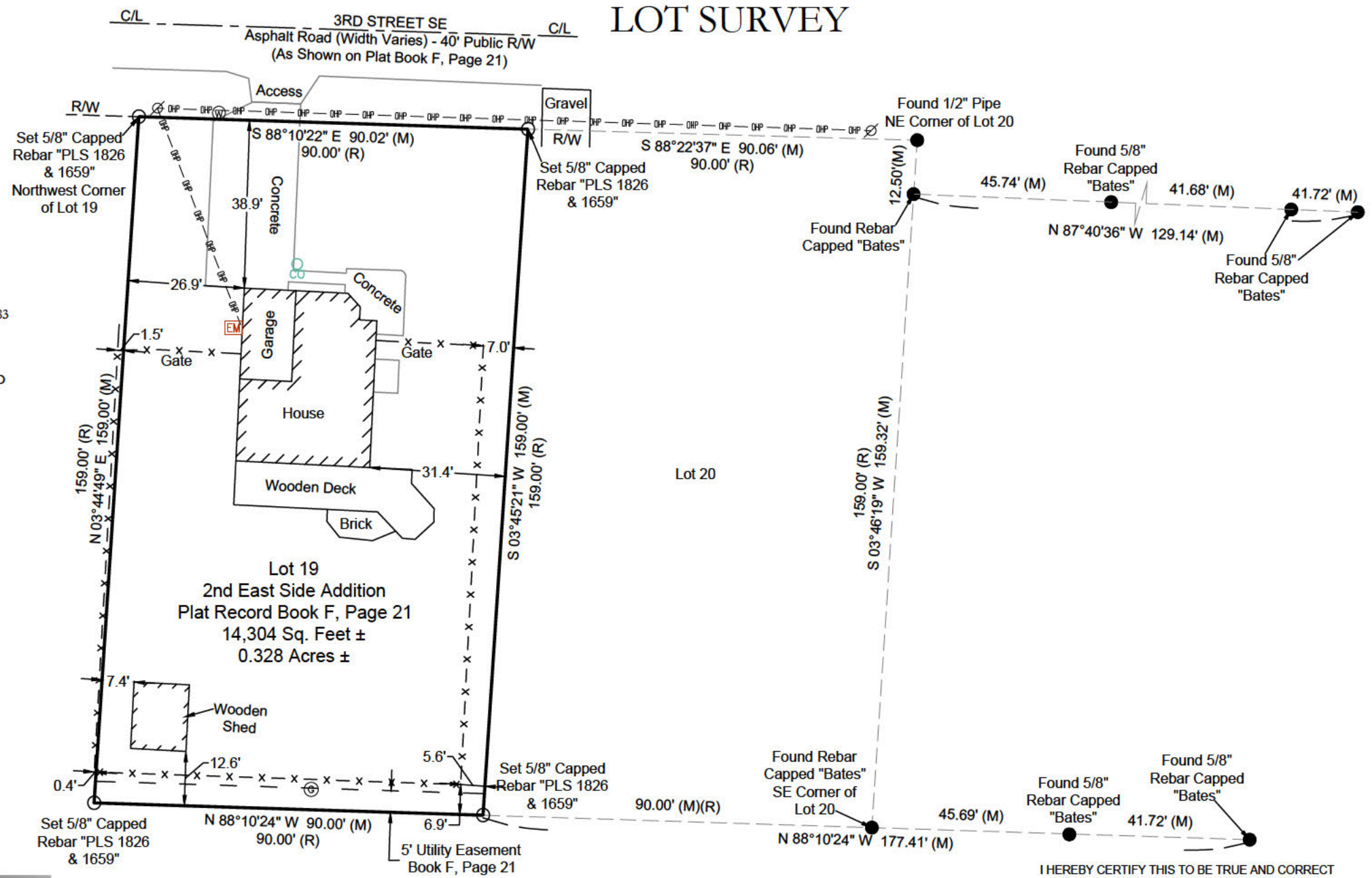
Dear Planning Staff:
I'm requesting a change in the Future Land Use Plan Low Density Residential to Downtown High Density Residential. A request of this type is appropriate in this area base on high density development in this area. Thank you for your consideration of this request. If you have any questions, please feel free to contact me at 501-960-1296.

Sincerely,

[redacted]

Reginald Wright.

LOT SURVEY



1 INCH = 30 FEET

0 30 60 90

Legend of Symbols & Abbreviations

- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- CENTERLINE OF ROAD (C/L)
- RIGHT-OF-WAY (R/W)
- FENCE
- BUILDING SET BACK (B S B)
- UTILITY EASEMENT (U E)
- OVERHEAD POWER LINE
- FOUND MONUMENT (AS NOTED)
- SET MONUMENT (AS NOTED)
- COMPUTED POINT
- NTS NOT TO SCALE
- OVH OVERHANG
- (M) MEASURED/CALCULATED
- (R) RECORD
- G GAS METER
- POWER POLE
- W WATER METER
- EM ELECTRIC METER
- CLEAN OUT

BASIS OF BEARING:
BEARINGS SHOWN ARE BASED ON
GRID NORTH FOR ARKANSAS
COORDINATE SYSTEM, NORTH ZONE, NAD83
LATITUDE = 36°22'10 2382"
LONGITUDE = -94°11'54 7219"
CONVERGENCE ANGLE = -01°16'45 5698"
DISTANCES SHOWN ON PLAT ARE GROUND

Miscellaneous Notes

COMPLETED FIELD WORK: JULY 1, 2021

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

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED

MONUMENTS WERE FOUND AT POINTS WHERE INDICATED

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

REFERENCE DOCUMENTS:
1 WARRANTY DEED FILED IN DEED BOOK 2007 AT PAGE 30160
2 SURVEY PLAT FILED IN PLAT BOOK "F" AT PAGE 21

Survey Description

LOT 19, IN 2ND EAST SIDE ADDITION, TO THE CITY BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD BOOK "F" AT PAGE 21 SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY

Utility Notes

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

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

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BEL EF ON THIS THE 9TH DAY OF JULY, 2021.

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

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

FIRM:

BLEW & ASSOCIATES, PA

CIVIL ENGINEERS & LAND SURVEYORS

3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com

Certificate of Authorization № 1534

DRAWN BY & DATE:	REVIEWED BY:	SURVEYED BY:
ANS, 7/8/2021	HM	TC

COUNTY & STATE:	JOB NUMBER:
BENTON COUNTY, ARKANSAS	21-4610

LOCATION: 908 SE 3RD STREET, BENTONVILLE, AR 72712

FOR THE USE AND BENEFIT OF:

HUNTER WRIGHT DEV GROUP

RESOLUTION NO. _____

AN RESOLUTION ADOPTING REVISIONS TO THE FUTURE LAND USE MAP OF THE CITY OF BENTONVILLE TO CHANGE REAL ESTATE FROM ITS PRESENT LAND USE CLASSIFICATION OF LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL.

WHEREAS, Hunter Wright Development Group 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 land use classification of Low Density Residential to High Density Residential on the City of Bentonville Future Land Use Map, which property is described as follows:

Lot 19, Of 2nd East Side Addition to Bentonville, Benton County, Arkansas, as shown on plat filed under Book F and Page 21, recorded in the Benton County Clerk's Office, Bentonville, Arkansas.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 7, 2021 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record 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 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 above described real property is hereby changed from its present land use classification of Low Density Residential to High 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_____ day of _____, 2021.

APPROVED

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL (PROJECT NUMBER: RZ21-0074).

WHEREAS, Hunter Wright Development Group 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, Low Density 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:

Lot 19, Of 2nd East Side Addition to Bentonville, Benton County, Arkansas, as shown on plat filed under Book F and Page 21, recorded in the Benton County Clerk's Office, Bentonville, Arkansas; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 7, 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, Low Density 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, Low Density 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_____ day of _____, 2021.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

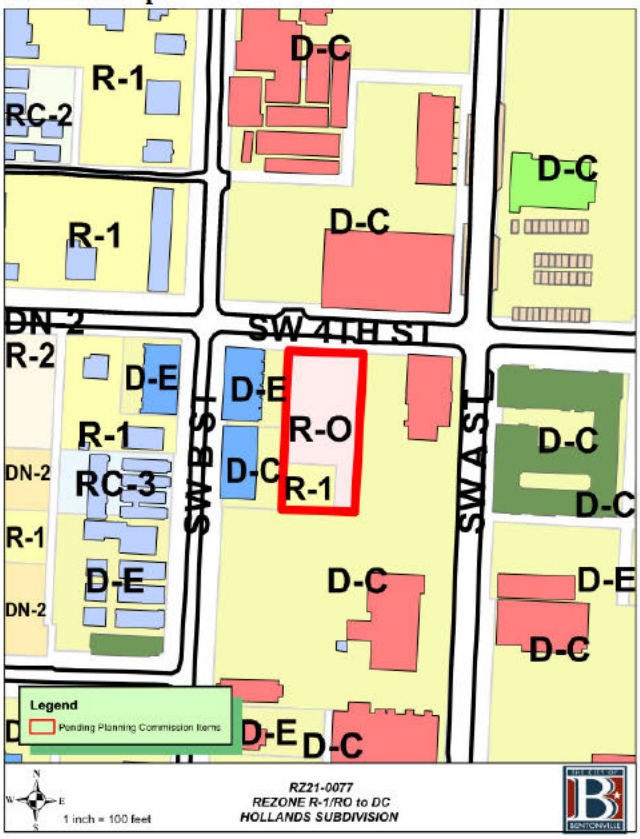
Pubside Holdings, LLC

203 A & B SW 4th Street
PC Date: 12/7/2021
Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0077
Applicant / Current Owner	Pubside Holdings, LLC
Site Area	+/- 0.46 acres
Current Zoning	R-1, Low Density Single Family Residential and R-O, Residential Office
Requested Zoning	DC, Downtown Core
Future Land Use Map Designation	Medium-Density Residential (MDR)
Requested Future Land Use Map Designation	Downtown Commercial (DC)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 203 A & B SW 4th Street. The property is surrounded by DC, Downtown Core to the north, south, east, and west, and one DE, Downtown Edge to the west.

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

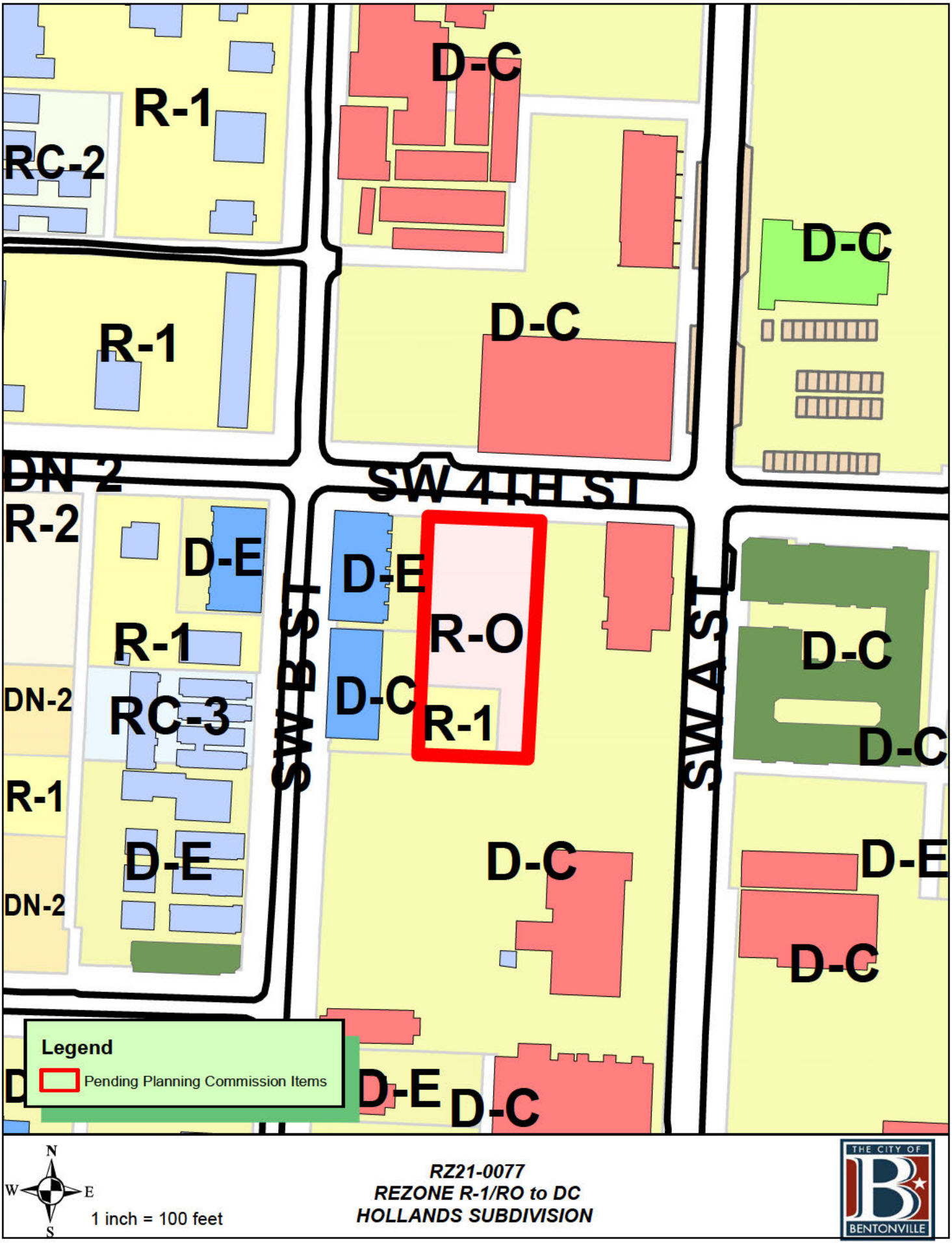
The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville (pg. 44).

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

Analysis
The DC district was established to maintain and expand the pedestrian oriented character of the town square. The physical form is of an urban character with uses that promote retail and entertainment venues with upper story residential uses permitted. Mixed use is defined as vertical mixed use with commercial and retail on the first floor and office and residential on the upper floors. Buildings are spaced closely or attached.

This proposed zoning district meets the intent of the Future Land Use Plan and is consistent with surrounding land uses.

Conclusion
This rezoning request is consistent and compatible with existing land use patterns. Staff recommends approval of the Future Land Use Map amendment and the rezoning request.


R-1
RC-2
D-C
R-1
D-C
D-C
DN-2
SW 4TH ST
R-2
D-E
D-E
R-1
R-O
SW B ST
SW A ST
D-C
DN-2
RC-3
D-C
R-1
D-C
R-1
D-E
D-C
D-E
DN-2
D-C
Legend
Pending Planning Commission Items
D-E
D-C
N
W
E
S
1 inch = 100 feet
RZ21-0077
REZONE R-1/RO to DC
HOLLANDS SUBDIVISION
THE CITY OF
BENTONVILLE

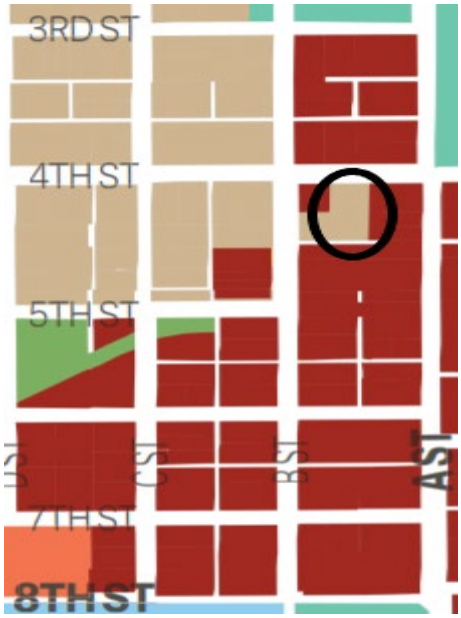
203 A & B SW 4th Street, Rezone Narrative

Current Zoning Designation: R1-Single Family Residential & RO- Residential Office
Proposed Zoning Designation: DC- Downtown Core

Explanation: Newell Development proposes to rezone the property located at 203 A&B SW 4th Street (parcel ID 01-03124-000) from R1/RO to DC, in order to develop a future project in compliance with the DC development standards of the Bentonville Zoning Code.

Reason to Rezone: The rezone from R1/RO to DC would allow for a future development consistent with Downtown Core development standards.

Statement of how the property will relate to surrounding properties: The majority of the adjacent properties are zoned Downtown Core and one to the west Downtown Edge. The future land use map designates this parcel as medium density residential. In addition to the rezone request, Newell Development is requesting an amendment to the Future Land Use Plan to include this parcel as DC to be in line with the rest of the block: SW A - SW B from SW 3rd to SW 8th.



Use: There are no current development plans at this time however the following will be used in determining development direction during the schematic design phase: "The intent of this zone is to maintain and expand the pedestrian oriented character of the town square. The physical form is of an urban character with uses that promote retail and entertainment venues with upper story residential uses permitted. Mixed use is defined as vertical mixed use with commercial and retail on the first floor and office and residential on the upper floors. Buildings are spaced closely or attached."- COB Downtown Core Zoning Code

Traffic: The additional units should not impact current traffic patterns on the existing infrastructure and could potentially encourage more pedestrian and cycling activity with its proximity to Downtown Bentonville.

Signage: None proposed at this time.

Appearance: Modern design standards in line with the City of Bentonville development code will be used during the design process.

Water/ Sewer/ Electric: On-site.

Downtown Commercial

Future Land Use Plan Category Description

Res. No. 10-23-18A

Description

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

DC, Downtown Core

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

Minimum Height Required: 20 feet

Maximum Height Allowed: 80 feet

Lot and Area Standards:

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

Setback Standards:

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

Encroachment Standards:

District	Min. height clearance	Min. setback adjacent to an arterial or collector street	Min. setback adjacent to a downtown local street
DC	8’	2’	2’

Applicable to encroachments such as canopies awnings and balconies.

DC, Downtown Core

ALLOWED BY RIGHT

Agriculture and Animals
Animal - domestic or household
Community garden

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

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

Services
Adult day care
ATM machine
Auction house
Child care – licensed center
Child care – registered family home (5 children)
Copy services
Financial institution
Governmental services facility
Lodging - hotel / motel
Medical services - doctor office
Medical services - laboratory
Medical services - urgent care clinic
Office
Personal services
Postal services
Repair services - household

Retail
Artisan shop
Bakery
Bar, lounge or tavern
Convenience store
Medical marijuana dispensary
Outdoor vending - private property
Outdoor vending - public right-of-way
Pharmacy
Restaurant
Retail
Sidewalk café in public right-of-way

Industrial and Warehousing
Medical marijuana cultivation facility

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

CONDITIONAL

Agriculture and Animals
Urban farm

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

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

Retail
Outdoor vendor park
Packaged sale of beer and/or light wine
Restaurant, microbrewery

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

Other
Temporary uses

ACCESSORY

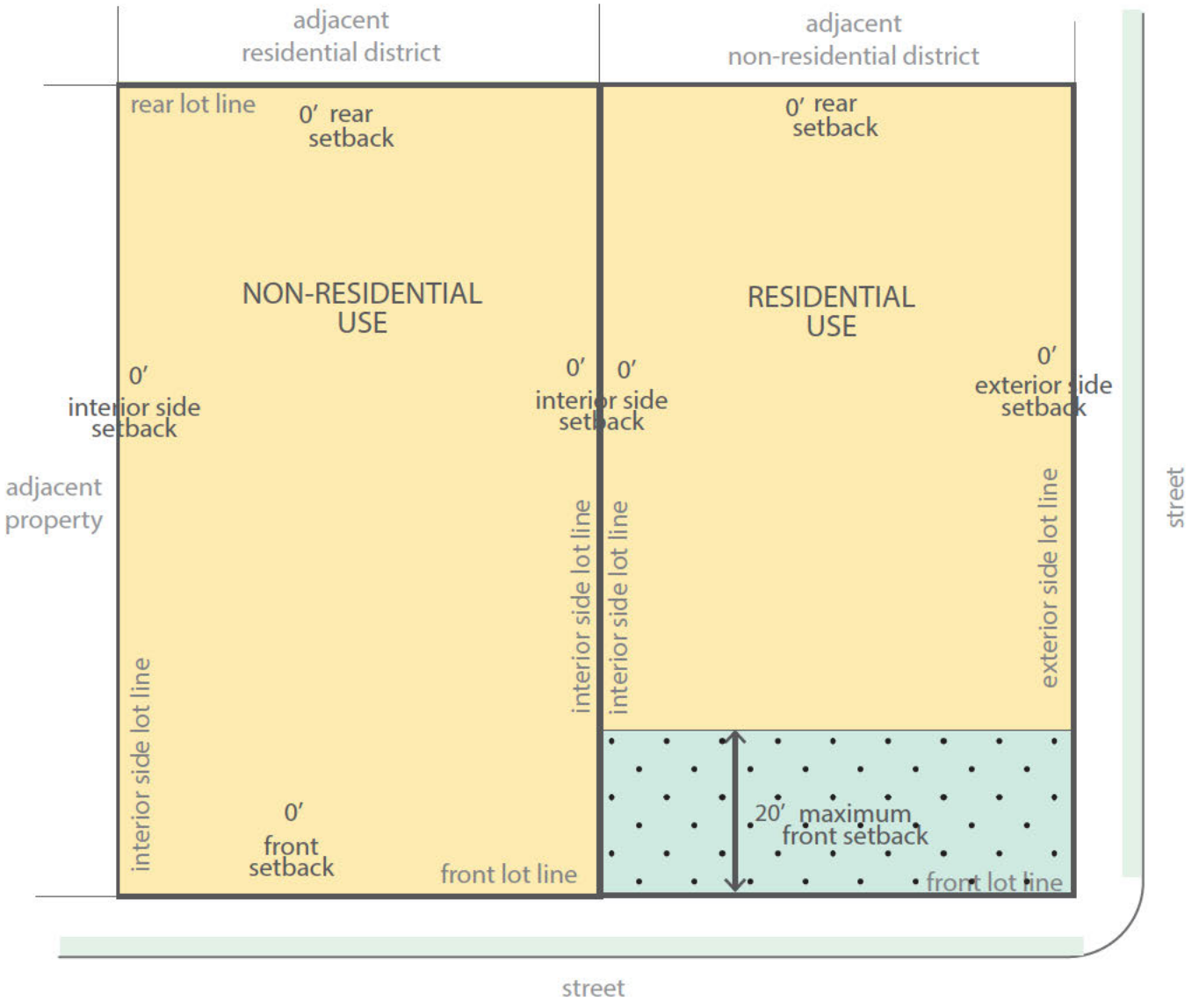
Residential
Dwelling - accessory
Home occupation - type a

Transportation / Utilities
Solar energy system
Wind energy system, small

Other
Building, accessory – nonresidential
Donation box

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

DC, Downtown Core



RESOLUTION NO. _____

AN RESOLUTION ADOPTING REVISIONS TO THE FUTURE LAND USE MAP OF THE CITY OF BENTONVILLE TO CHANGE REAL ESTATE FROM ITS PRESENT LAND USE CLASSIFICATION OF MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL.

WHEREAS, Pubside 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 land use classification of Medium Density Residential to Commercial on the City of Bentonville Future Land Use Map, which property is described as follows:

THE WEST 16 FEET OF LOTS 1, 2, 3 AND 4, ALL OF LOT 11, THE EAST 26.5 FEET OF LOT 12, AND THE EAST 45.5 FEET OF LOT 14, ALL IN BLOCK 1, (T.J.) HOLLAND'S ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN BY THE RECORDED PLAT THEREOF, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 7, 2021 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record 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 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 above described real property is hereby changed from its present land use classification of Medium Density Residential to Commercial 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_____ day of _____, 2021.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL AND R-O, RESIDENTIAL OFFICE TO DC, DOWNTOWN CORE (PROJECT NUMBER: RZ21-0077).

WHEREAS, Pubside 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, Low Density Single Family Residential and R-O, Residential Office to DC, Downtown Core to be used in accordance with city zoning laws and state laws, which property is described as follows:

THE WEST 16 FEET OF LOTS 1, 2, 3 AND 4, ALL OF LOT 11, THE EAST 26.5 FEET OF LOT 12, AND THE EAST 45.5 FEET OF LOT 14, ALL IN BLOCK 1, (T.J.) HOLLAND'S ADDITION TO THE CITY OF BENTONVILLE, AS SHOWN BY THE RECORDED PLAT THEREOF, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.

.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 7, 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, Low Density Single Family Residential and R-O, Residential Office to DC, Downtown Core.

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

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

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

Consent Agenda Items

For the Planning Commission meeting of December 7, 2021

Reviewer: Elizabeth Johnson, Senior Planner, AICP

- At the Technical Review meeting held on November 30, 2021 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Property Line Adjustment: Lot 1 and 2, Westwood Subdivision, Westwood Development Lot B, LLC, Westwood/Burrwood Lot C, LLC, and Westwood Development Lot A, LLC, 307 S Walton Boulevard, C-3, Mixed-Use Commercial, C-2, General Commercial, R-3, Medium-High Density Multifamily Residential, and R-1, Low Density Single-Family Residential, *PLA21-0036*

The property is currently zoned C-3, Mixed-Use Commercial, C-2, General Commercial, R-3, Medium-High Density Multifamily Residential, and R-1, Low Density Single-Family Residential. A property line adjustment of Lot 1 of Cherng Addition, Lots 15, 16, and 17 of West Side Addition, and un-platted land, creating new Lot 1 (+/- 8.30 acres) and Lot 2 (+/- 1.01 acres) of Westwood Subdivision. The plat dedicates an access easement along S Walton Boulevard to allow for cross access and a utility easement. The plat also dedicates right-of-way along S Walton Boulevard and SW 3rd Street per the Master Street Plan requirements.

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

Property Line Adjustment: Lot 7 and 8, Riverwalk Fams Commercial Subdivision, Lykins Leasing, LLC and DT Real Estate, LLC, 3400 SW Regional Airport Boulevard, PUD, Planned Unit Development, *PLA21-0049*

The property is currently zoned PUD, Planned Unit Development. A property line adjustment of Lots 3 and 6 of Riverwalk Farms Commercial Subdivision Phase 1, creating new Lot 7 (+/- 6.79 acres) and new Lot 8 (+/- 2.45 acres) of Riverwalk Farms Commercial Subdivision Phase 1. The plat dedicates a 43.2-foot sewer easement and a 25-foot access easement.

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

Property Line Adjustment: Lot 13, Dunn & Davis Addition, NFD, LLC and Brian L. Larson and Patricia K. Lrson, Trustees of 'The Larson Family Trust', 603, 605 and 609 SW C Street, DE, Downtown Edge, *PLA21-0051*

The property is currently zoned DE, Downtown Edge. A property line adjustment of Lots 3, 6, 7, Part 10 & 13, Block 5, of Dunn & Davis Addition, creating new Lot 32 (+/- 0.87 acres), Block 5, of Dunn & Davis Addition. The plat dedicates a 15-foot utility easement and also dedicates right-of-way along SW 7th Street per the Master Street Plan requirements.

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

Property Line Adjustment: Lot 21, 2nd Eastside Addition, Market District LLC, SE 4th Street, DN-3, Downtown High Density Residential, *PLA21-0052*

The property is currently zoned DN-2, Downtown High Density Residential. A property line adjustment of existing Lots 13, 14 & 15 creating new Lot 21 (+/- 0.97 acres) of 2nd Eastside Addition. The plat dedicates a small piece of right-of-way in the southeast corner of the property along SW 4th Street per the Master Street Plan requirements.

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

Property Line Adjustment: Lot 8, Enfield Park Subdivision, Crystal Lands, LLC and Fay Properties, LLC, 602. 605, 606 & 609 Enfield Road, R-1, Low Density Single Family Residential, *PLA21-0054*

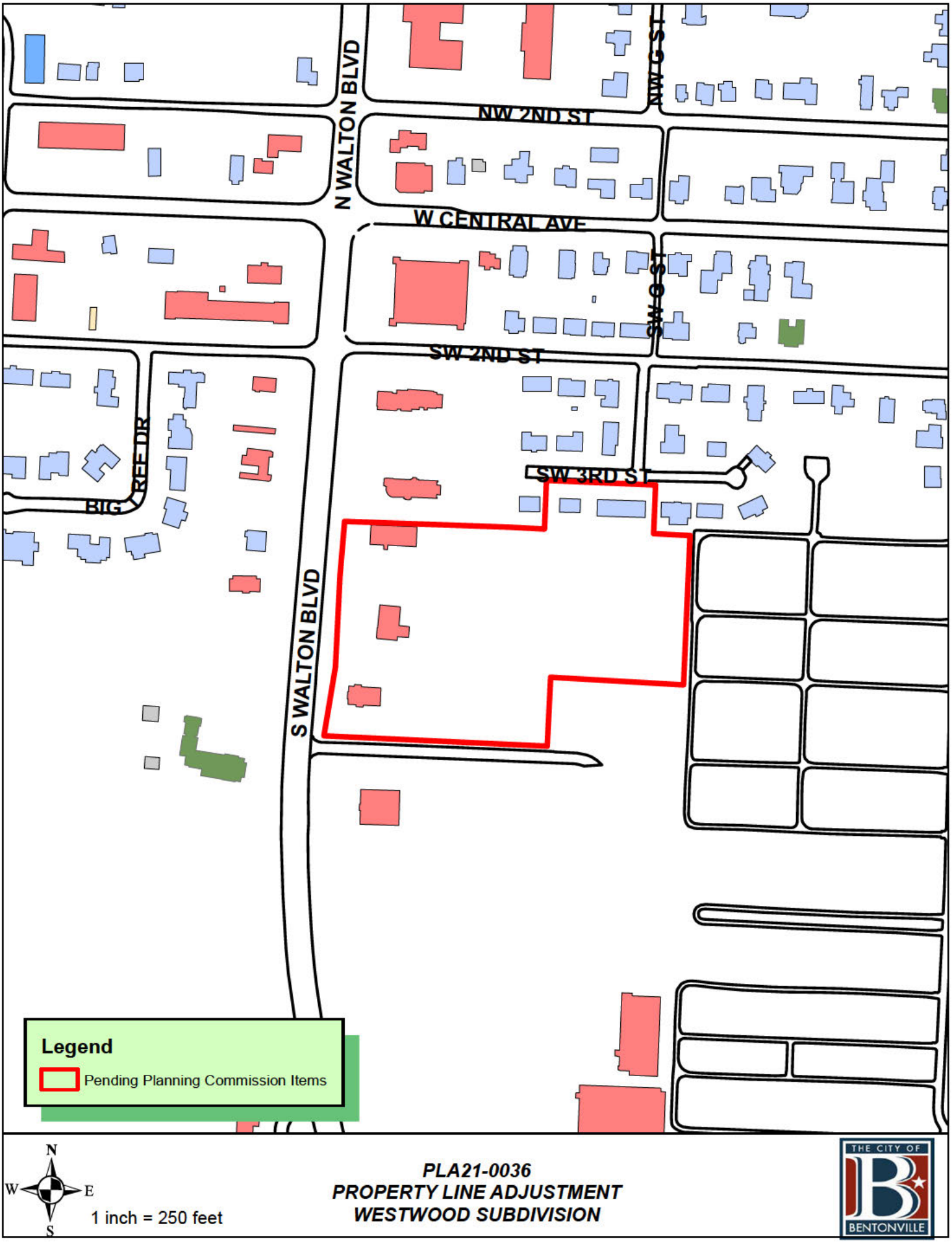
The property is currently zoned R-1, Low Density Single Family Residential. A property line adjustment of existing Lots 1 through 7 creating new Lot 8 (+/- 4.24 acres) of Enfield Park Subdivision. The right of way for NE F Street and Enfield Road will be vacated by a separate process. The plat dedicates utility easements over portions of the vacated right-of-way for what used to be NE F Street and Enfield Road.

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

Final Plat: Hawthorne Heights Phase 2, Blue Lake Shanti, LLC and Shanti Bentonville, LLC, 903 NE Heights Lane, PRD, Planned Residential Development, *FP21-0004*

The property is currently zoned PRD, Planned Residential Development. Phase 2 consist of 33 total lots. 32 are single-family lots and one lot will be utilized as a common lot. The final plat dedicates right-of-way for the extension of NE Benjamin Green to the north as well as right-of-way for the extension of NE Heights Lane to the west. The final plat dedicates utility drainage easements in various locations to serve the subdivision.

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


N WALTON BLVD
NW 2ND ST
NW G ST
W CENTRAL AVE
SW G ST
SW 2ND ST
SW 3RD ST
BIG
REE DR
S WALTON BLVD
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 250 feet
PLA21-0036
PROPERTY LINE ADJUSTMENT
WESTWOOD SUBDIVISION
THE CITY OF
BENTONVILLE

18

PROPERTY LINE ADJUSTMENT OF LOTS 15-17 OF WEST SIDE ADDITION, LOT 1 OF CHERNG ADDITION AND PARCELS 01-00569-000 & 01-00568-000 CREATING WESTWOOD SUBDIVISION LOTS 1 AND 2

CERTIFICATE OF OWNERSHIP PARCEL 01-00569-000

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

DATE OF EXECUTION:_____

BY:_____
WESTWOOD DEVELOPMENT LOT A, LLC

_____
(PRINT)

SOURCE OF TITLE: DEED RECORD L202041719

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 2021
MY COMMISSION EXPIRES:

NOTARY PUBLIC_____

CERTIFICATE OF OWNERSHIP PARCELS 01-04649-000 AND 01-04650-000

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

DATE OF EXECUTION:_____

BY:_____
WESTWOOD DEVELOPMENT LOT B, LLC

_____
(PRINT)

SOURCE OF TITLE: DEED RECORDS L202041718 AND L202041720

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 2021
MY COMMISSION EXPIRES:

NOTARY PUBLIC_____

CERTIFICATE OF OWNERSHIP PARCEL 01-00568-000

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

DATE OF EXECUTION:_____

BY:_____
WESTWOOD/BURRWOOD LOT C, LLC

_____
(PRINT)

SOURCE OF TITLE: DEED RECORD L202108965

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 2021
MY COMMISSION EXPIRES:

NOTARY PUBLIC_____

OWNERS:

WESTWOOD DEVELOPMENT LOT A LLC
PO BOX 271068
FORT COLLINS CO 80527

WESTWOOD DEVELOPMENT LOT B LLC
PO BOX 271068
FORT COLLINS CO 80527

WESTWOOD/BURRWOOD LOT C LLC
PO BOX 271068
FORT COLLINS CO 80527

CFT NV DEVELOPMENTS LLC
%CT CORPORATION SYSTEM
818 W 7TH ST 2ND FLOOR
LOS ANGELES CA 90017

CERTIFICATE OF OWNERSHIP PARCEL 01-16671-000

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

DATE OF EXECUTION:_____

BY:_____
CFT NV DEVELOPMENTS, LLC

_____
(PRINT)

SOURCE OF TITLE: AFFIDAVIT L202035902

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)
SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 2021
MY COMMISSION EXPIRES:

NOTARY PUBLIC_____

CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION:_____

SIGNED _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED _____
MAYOR CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

NOTES:

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

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

ACCORDING TO THE CITY OF BENTONVILLE GIS WEB SITE, PARCEL 01-16671-000 IS ZONED C-2, PARCEL 01-00569-000 IS ZONED C-3, PARCEL 01-04649-000 IS ZONED R-3 AND PARCEL 01-04650-000 IS ZONED R-1.

THE RIGHT OF WAY WIDTH SHOWN ON THIS PLAT IS BASED ON THE CITY MASTER STREET PLAN REQUIRED RIGHT OF WAY WIDTH FOR ARTERIAL STREETS AND IS SHOWN FOR INFORMATION ONLY. NO STREET RIGHT OF WAY IS DEDICATED BY THIS PLAT.

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

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DOCUMENTS AND NO OTHERS: DEED RECORD L202035902, DEED RECORD L202041718, DEED RECORD L202041719, DEED RECORD L202041720, PLAT RECORD K-50, PLAT RECORD T-208, PLAT RECORD 4-148, PLAT RECORD 19-153, PLAT RECORD 2007-847, PLAT RECORD, PLAT RECORD 2011-269, ALTA/NSPS LAND TITL SURVEY BY BATES & ASSOCIATESDATED 06/12/2020, SIGNED BY DERRICK L THOMAS, PS 1642 AND AN ALTA/NSPS LAND TITL SURVEY BY BATES & ASSOCIATESDATED 11/19/2020, SIGNED BY DERRICK L THOMAS, PS 1642.

FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE FILE NO. 19-5495, DATED OCTOBER 29, 2019, WAS ENTIRELY RELIED UPON FOR RECORD INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS OR ANY OTHER FACTS WHICH MIGHT AFFECT THE PROPERTY. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR FROM EXAMINATION OF FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE FILE NO. 19-5495, DATED OCTOBER 29, 2019.

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

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

THIS PROPERTY IS NOT IN FLOOD ZONE "A" OR "AE", AND IS OUTSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05007C0255K, EFFECTIVE DATE JUNE 05, 2012.

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

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

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

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

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

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

BUILDING SETBACK NOTE:

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

CERTIFICATE OF SURVEYING ACCURACY

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

DATE OF EXECUTION:_____

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

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

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

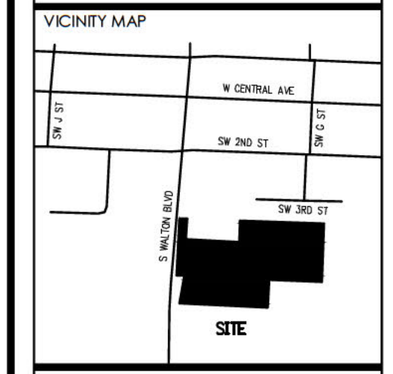
REGISTERED STATE OF ARKANSAS NO. 1460 SIGNATURE KEVIN J. MONTGOMERY PROFESSIONAL LAND SURVEYOR

ATLAS PAGE: 403B

CITY OF BENTONVILLE PROJECT NUMBER: PLA21-0036

RECORD INFORMATION

VICINITY MAP



PROP LINE ADJ PLAT CREATING LOTS 1 AND 2 OF WESTWOOD SUBDIVISION

PREPARED FOR:
CHASEN B GARRETT ARCHITECTS

STATE PLAT CODE:
500-20N-30W-0-31-440-04-1460

DATE: 10/19/2021
PROJECT NO: 2018200
CONTACT: K MONTGOMERY

901 N. 47th St. Suite 400
Rogers Arkansas 72756
Crafton Tull
architecture | engineering | surveying
479.636.4838 t 479.631.6224 f
www.craftontull.com

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

© 2021 Crafton Tull & Associates Inc.

DELTA	DESCRIPTION	DATE
1	REV PER COMMENTS	10/19/2021

SHEET NO.: 1 OF 3

DRAWING: G:\2018\2018200_WWOODVILLE\INFRASTRUCTURE\SURVEY\DWG\2018200_TRACT COMBO.DWG
LAYOUT: LAYOUT1 LAST SAVED: KM67A 10/19/2021 7:27:59 AM
LAST PLOTTED BY: KEVIN MONTGOMERY 10/19/2021 8:44:38 AM PLOTTED BY: * VALID ON HARD COPY ONLY!

DESCRIPTION PARENT PARCEL 01-16671-000:

LOT 1 OF CHERNG ADDITION, AS PER PLAT RECORD 2011-269 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.

DESCRIPTION PARENT PARCEL 01-00568-000: (FROM DEED L202108965)

PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NW CORNER OF SAID SECTION 31; THENCE SOUTH 379.13 FEET AND EAST 62.80 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT-OF-WAY OF WALTON BOULEVARD;
THENCE EAST 287.20 FEET TO AN IRON PIN;
THENCE SOUTH 116.80 FEET TO AN IRON PIN;
THENCE WEST 292.80 FEET TO AN IRON PIN, SAID POINT BEING ON THE EAST RIGHT-OF-WAY OF WALTON BOULEVARD;
THENCE ALONG SAID RIGHT-OF-WAY, NORTH 02°45'50" EAST 116.80 FEET TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF WALTON BOULEVARD.
TOGETHER WITH A PERMANENT EASEMENT TO A DRIVEWAY IMMEDIATELY SOUTH OF THE ABOVE DESCRIBED PROPERTY AND TO PARKING SPACES ON THE CONCRETE LOCATED IMMEDIATELY SOUTH OF THE ABOVE DESCRIBED PROPERTY. SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SURVEY G-59

DESCRIPTION PARENT PARCEL 01-00569-000: (FROM DEED L202041719)

PART OF THE FRACTIONAL N1/2 OF THE NORTHWEST 1\4 OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING 379.13 FEET SOUTH OF THE NORTHWEST CORNER OF THE SAID FRACTIONAL NORTH 1/2 OF THE NORTHWEST 1\4, THENCE SOUTH 316 4/5 FEET, THENCE EAST 50 RODS, THENCE NORTH 316 4/5 FEET, THENCE WEST 50 RODS TO THE PLACE OF BEGINNING. SUBJECT TO THE RIGHT-OF-WAY OF HIGHWAY NO. 71 ACROSS THE WEST SIDE THEREOF, AND WATER AND SEWER EASEMENTS OF RECORD.

LESS AND EXCEPT THE FOLLOWING; TO-WIT: A PART OF THE NW 1\4 OF THE NW 1\4 OF SECTION 31, T-20-N, R-30-W, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31; THENCE CONTINUE SOUTH 379.13 FEET AND EAST 62.80 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE EAST RIGHT-OF-WAY OF WALTON BOULEVARD; THENCE EAST 287.20 FEET TO A SET IRON PIN; THENCE SOUTH 116.80 FEET TO A SET IRON PIN; THENCE WEST 292.80 FEET TO A SET IRON PIN; SAID POINT BEING ON THE EAST RIGHT-OF-WAY OF WALTON BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY N 02-45-50 E 116.80 FEET TO THE POINT OF BEGINNING, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.

SAID PROPERTY ALSO BEING DESCRIBED IN ALTA/NSPS LAND TITLE SURVEY MADE BY DERRICK L. THOMAS, PLS NO. 1642, OF BATES & ASSOCIATES, INC., DATED JUNE 12, 2020, AND DESIGNATED JOB NO. 14-253, AS FOLLOWS: A PART OF THE FRACTIONAL NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S 03°01'32" W 379.13 FEET FROM THE NORTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S 87°45'54" E 62.80 FEET TO AN EXISTING REBAR ON THE EAST RIGHT OF WAY OF SOUTH WALTON BOULEVARD (US HIGHWAY #71 BUSINESS), THENCE ALONG SAID RIGHT OF WAY S 04°34'10" W 116.91 FEET TO AN EXISTING NAIL IN A CHISELED "X" IN CONCRETE, THENCE LEAVING SAID RIGHT OF WAY S 87°45'54" E 292.25 FEET TO AN EXISTING REBAR, THENCE N 02°05'45" E 116.82 FEET TO AN EXISTING REBAR, THENCE S 87°45'54" E 474.88 FEET TO AN EXISTING REBAR, THENCE S 00°53'56" W 316.86 FEET TO AN EXISTING REBAR, THENCE N 87°45'54" W 836.64 FEET TO THE WEST LINE OF SAID FORTY ACRE TRACT, THENCE ALONG SAID WEST LINE N 03°01'32" E 316.80 FEET TO THE POINT OF BEGINNING, CONTAINING 5.26 ACRES, MORE OR LESS.
SUBJECT TO THAT PORTION IN S. WALTON BOULEVARD (US HIGHWAY #71 BUSINESS) RIGHT OF WAY ON THE WEST SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS OF WAY OF RECORD.

DESCRIPTION PARENT PARCEL 01-04650-000:

LOT 17 OF WEST SIDE ADDITION, AS PER PLAT RECORD K-50 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.

DESCRIPTION PARENT PARCEL 01-04649-000:

LOT 15 AND LOT 16 OF WEST SIDE ADDITION, AS PER PLAT RECORD K-50 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.

DESCRIPTION WESTWOOD SUBDIVISION:

LOT 1 OF CHERNG ADDITION, AS PER PLAT RECORD 2011-269 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, LOT 15, LOT 16 AND LOT 17 OF WEST SIDE ADDITION, AS PER PLAT RECORD K-50 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS AND PART OF THE FRACTIONAL NW 1/4 OF THE NW 1/4 OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

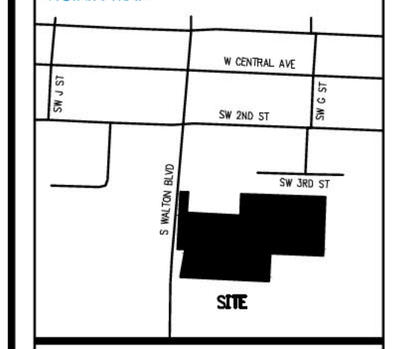
COMMENCING AT THE NORTHEAST CORNER OF THE FRACTIONAL NW 1/4 OF THE NW 1/4 OF SAID SECTION 31;
THENCE S3°01'21"W 379.13 FEET TO THE POINT OF BEGINNING;
THENCE S87°46'05"E 508.72 FEET TO THE SOUTHWEST CORNER OF LOT 17 OF SAID WEST SIDE ADDITION;
THENCE ALONG THE EAST LINE THEREOF N01°55'11"E 105.13 FEET TO THE NORTHWEST CORNER OF SAID LOT 17;
THENCE ALONG THE NORTH LINE THEREOF S87°47'17"E 79.18 FEET TO THE NORTHWEST CORNER OF LOT 16 OF SAID WEST SIDE ADDITION;
THENCE ALONG THE NORTH LINE OF LOT 15 AND LOT 16 OF SAID WEST SIDE ADDITION S87°56'17"E 158.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 15;
THENCE ALONG THE EAST LINE THEREOF S01°55'11"W 105.63 FEET;
THENCE LEAVING SAID EAST LINE S87°46'05"E 78.46 FEET;
THENCE S00°54'25"W 316.70 FEET;
THENCE N87°46'11"W 302.85 FEET TO THE NORTHEAST CORNER OF DEED RECORD _____;
THENCE ALONG THE EAST LINE OF SAID DEED RECORD _____ S02°44'34"W 3.18 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID CHERNG ADDITION
THENCE ALONG THE EAST LINE THEREOF S02°44'34"W 149.64 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID CHERNG ADDITION;
THENCE ALONG THE SOUTH LINE THEREOF N87°46'17"W 484.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE ALONG THE WEST LINE THEREOF N04°32'17"E 150.10 FEET TO THE SOUTHWEST CORNER OF DEED RECORD _____;
THENCE ALONG THE WEST LINE OF SAID DEED RECORD _____ N04°32'17"E 2.85 FEET;
THENCE LEAVING SAID WEST LINE N87°46'11"W 53.81 FEET;
THENCE N03°04'01"E 316.68 FEET TO THE POINT OF BEGINNING, CONTAINING 8.30 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ATLAS PAGE: 403B

CITY OF BENTONVILLE PROJECT NUMBER: PLA21-0036

RECORD INFORMATION

VICINITY MAP



PROP LINE ADJ PLAT CREATING LOTS 1 AND 2 OF WESTWOOD SUBDIVISION

PREPARED FOR:
CHASEN B GARRETT ARCHITECTS

STATE PLAT CODE:
500-20N-30W-0-31-440-04-1460

DATE: 10/19/2021
PROJECT NO: 2018200
CONTACT: K MONTGOMERY

901 N. 47th St. Suite 400
Rogers Arkansas 72756
Crafton Tull
architecture | engineering | surveying
479.636.4838 t 479.631.6224 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:

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

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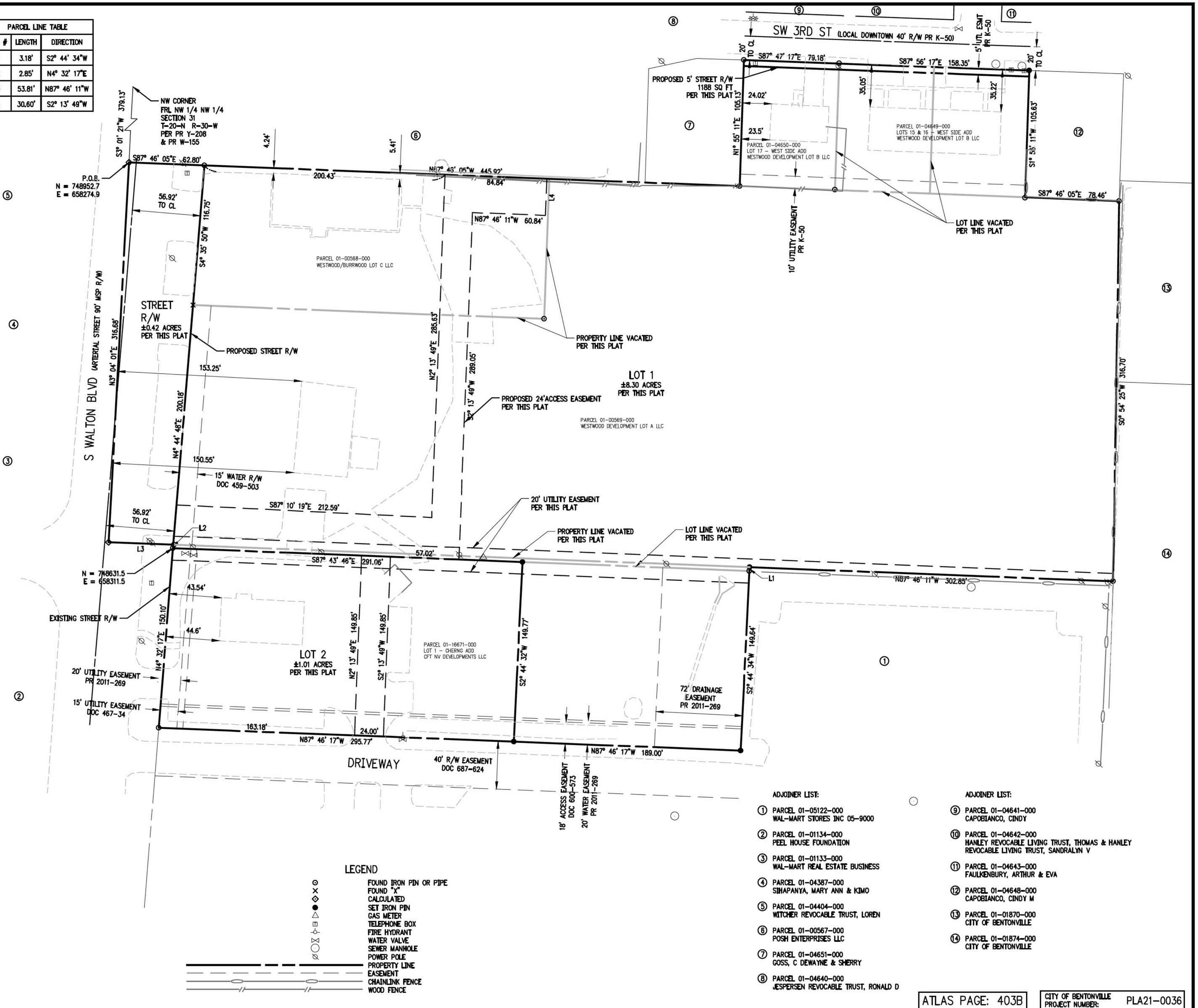
DELTA	DESCRIPTION	DATE
1	REV PER COMMENTS	10/19/2021

SHEET NO.:
2 OF 3

DRAWING: G:\2018200_WWOODVILLE\INFRASTRUCTURE\SURVEY\DWG\2018200_TRACT COMBO.DWG
LAYOUT: LAYOUT2 - LAST SAVED: KMill 10/19/2021 7:27:50 AM
LAST PLOTTED BY: KEITH MONTGOMERY - 10/19/2021 8:45:22 AM (PLOTTED BY "VALID ON HARD COPY ONLY)

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	3.18'	S2° 44' 34"W
L2	2.85'	N4° 32' 17"E
L3	53.81'	N87° 46' 11"W
L4	30.60'	S2° 13' 49"W



LEGEND

- FOUND IRON PIN OR PIPE
- FOUND "X"
- CALCULATED
- SET IRON PIN
- GAS METER
- TELEPHONE BOX
- FIRE HYDRANT
- WATER VALVE
- SEWER MANHOLE
- POWER POLE
- PROPERTY LINE
- EASEMENT
- CHAINLINK FENCE
- WOOD FENCE

ADJOINER LIST:

① PARCEL 01-05122-000
WAL-MART STORES INC 05-9000

② PARCEL 01-01134-000
PEEL HOUSE FOUNDATION

③ PARCEL 01-01133-000
WAL-MART REAL ESTATE BUSINESS

④ PARCEL 01-04387-000
SIHAPANYA, MARY ANN & KIMO

⑤ PARCEL 01-04404-000
WITCHER REVOCABLE TRUST, LOREN

⑥ PARCEL 01-00567-000
POSH ENTERPRISES LLC

⑦ PARCEL 01-04651-000
GOSS, C DEWAYNE & SHERRY

⑧ PARCEL 01-04640-000
JESPERSEN REVOCABLE TRUST, RONALD D

ADJOINER LIST:

⑨ PARCEL 01-04641-000
CAPOBIANCO, CINDY

⑩ PARCEL 01-04642-000
HANLEY REVOCABLE LIVING TRUST, THOMAS & HANLEY REVOCABLE LIVING TRUST, SANDRALYN V

⑪ PARCEL 01-04643-000
FAULKENBURY, ARTHUR & EVA

⑫ PARCEL 01-04648-000
CAPOBIANCO, CINDY M

⑬ PARCEL 01-01870-000
CITY OF BENTONVILLE

⑭ PARCEL 01-01874-000
CITY OF BENTONVILLE

ATLAS PAGE: 403B

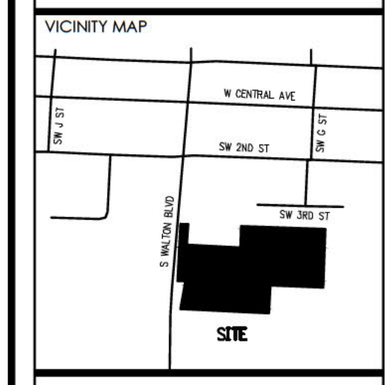
CITY OF BENTONVILLE PROJECT NUMBER: PLA21-0036

RECORD INFORMATION

GRAPHIC SCALE IN FEET
50' 0 50'

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

VICINITY MAP



PROP LINE ADJ PLAT CREATING LOTS 1 AND 2 OF WESTWOOD SUBDIVISION

PREPARED FOR:
CHASEN B GARRETT ARCHITECTS

STATE PLAT CODE:
500-20N-30W-0-31-440-04-1460

DATE: 10/19/2021
PROJECT NO: 2018200
CONTACT: K MONTGOMERY

901 N. 47th St. Suite 400
Rogers Arkansas 72756
Crafton Tull
architecture | engineering | surveying
479.636.4838 t 479.631.6224 f
www.craftontull.com

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

© 2021 Crafton Tull & Associates Inc.

DELTA	DESCRIPTION	DATE
1	REV PER COMMENTS	10/19/2021

SHEET NO.: 2 OF 3

DRAWING: G:\2018200_WWOODVILL\INFRASTRUCTURE\SURVEY\DWG\2018200_TRACT COMBO.DWG
LAYOUT: LAYOUT3 - LAST SAVED: KM476 10/19/2021 7:27:30 AM
LAST PLOTTED BY: KEVIN MONTGOMERY 10/19/2021 8:45:49 AM PLOTTED BY: VALID ON HARD COPY ONLY!

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 1 & 2 OF WESTWOOD SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0036).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 1 & 2 of Westwood Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on October 7, 2021; and,

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

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

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

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

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

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

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

PLA21-0049
PROPERTY LINE ADJUSTMENT
RIVERWALK FARMS COMMERCIAL SUBDIVISION PHASE 1
LOTS 6 & 3 CREATING LOTS 7 & 8

THE CITY OF BENTONVILLE

22

PROPERTY LINE ADJUSTMENT

For Lots 6 & 3 In Riverwalk Farms Commercial Subdivision Phase 1
Creating Lots 7 & 8

THIS PROPERTY IS LOCATED IN FLOOD PLANE "X"
PER FEMA FIRM MAP 05007C0255K. EFFECTIVE 06/05/2012.

BASIS OF BEARING:

ARKANSAS STATE PLANE SYSTEM NORTH ZONE
HORIZONTAL NAD 83
VERTICAL NAVD 88

ZONING:

PUD

USAGE:

COMMERCIAL

Legend

- Added Property Line
- Removed Property Line
- Property Line
- Adjacent Property Line
- Proposed Easement
- Existing Easement
- OHE — Existing Overhead Electric
- X — Barbwire Fence
- Valve
- Water Meter
- Fire Hydrant
- Drainage Manhole,
- Sewer Manhole
- Cleanout
- Found and Set Iron Pin
- T E — Existing Telephone Pedestal, Existing Electric Pedestal, Existing Power Pole

CITY NOTES:

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

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

3. OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE.

4. AT THE TIME OF PLATTING, THIS PROPERTY DOES NOT HAVE DIRECT ACCESS TO THE CITY OF BENTONVILLE SANITARY SEWER.

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

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

8. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT T ME OF BUILDING PERMIT ISSUANCE.

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

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, BOOK L202058812 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: ARKANSAS STATE PLANE SYSTEM 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.

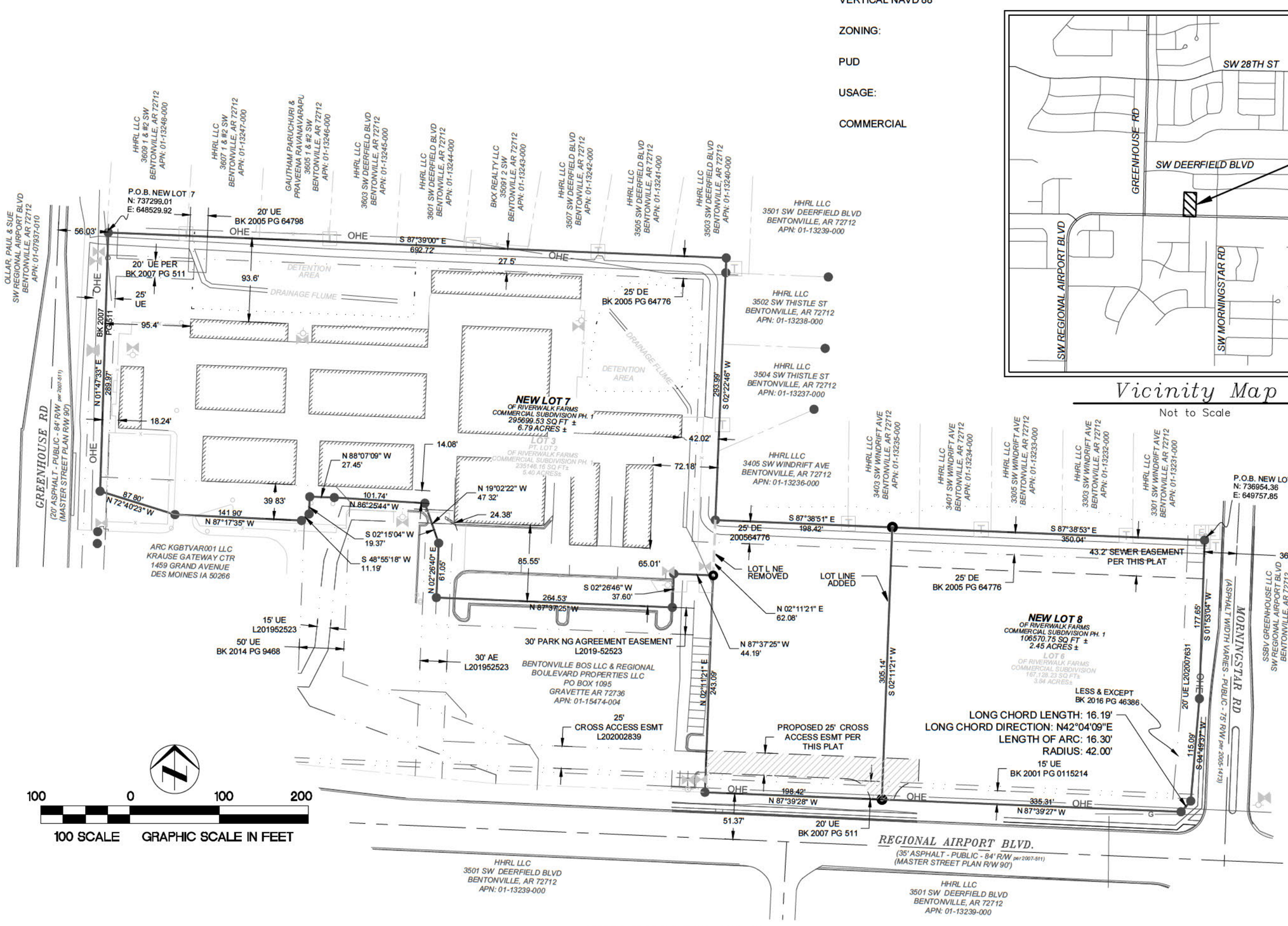
10. THIS PROPERTY IS ZONED PUD.

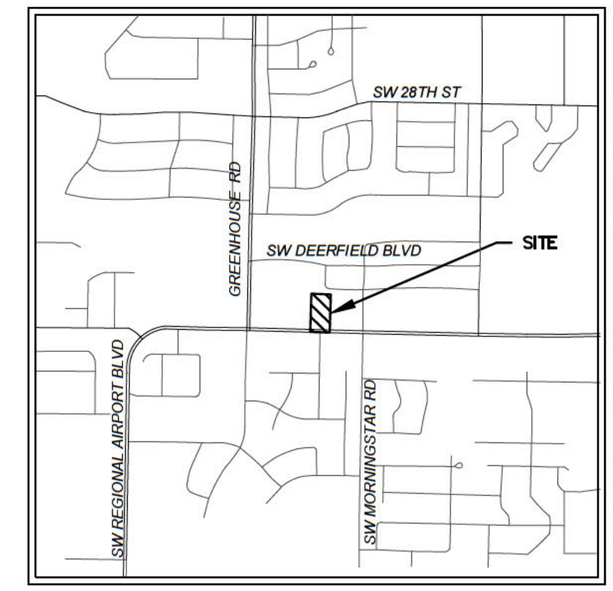
11. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT "CITY OF BENTONVILLE ZONING CODE".

12. NO ATTEMPT WAS MADE TO SHOW BUILDING SETBACK LINES GRAPHICALLY ON THE SURVEY.

13. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED NOR CONSIDERED A PART OF THIS SURVEY.

14. 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.





Vicinity Map
Not to Scale

NEW LOT 7
PART OF LOT 2, RIVERWALK FARMS COMMERCIAL SUBDIVISION, PHASE 1 IN THE CITY OF BENTONVILLE, LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 5/8" REBAR CAPPED, THE POINT OF BEGINNING, WHICH IS THE NORTHWEST CORNER OF LOT 2 OF RIVERWALK FARMS COMMERCIAL SUBDIVISION ; THENCE S87°39'00"E 692.72' TO A POINT; THENCE S2°22'46"W 293.99' TO A FOUND 5/8" REBAR; THENCE S87°38'51"E A DISTANCE OF 198.42' TO A SET IRON PIN; THENCE S02°11'21"W A DISTANCE OF 305.14' TO A SET IRON PIN; THENCE N87°39'28"W A DISTANCE OF 198.42' TO A FOUND IRON PIN; THENCE N02°11'21"E A DISTANCE OF 243.10' TO A POINT; THENCE N87°37'25"W A DISTANCE OF 44.19' TO A FOUND IRON PIN; THENCE S02°26'46"W A DISTANCE OF 37.60' TO A FOUND IRON PIN; THENCE N87°37'25"W A DISTANCE OF 264.53' TO A FOUND IRON PIN; THENCE N02°26'40"E A DISTANCE OF 61.05' TO A FOUND 1/2" REBAR; THENCE N19°02'22"W A DISTANCE OF 47.32' TO A FOUND IRON PIN; THENCE N86°25'44"W A DISTANCE OF 101.74' TO A FOUND IRON PIN; THENCE N88°07'09"W A DISTANCE OF 27.45' TO A FOUND IRON PIN; THENCE S02°15'04"W, A DISTANCE OF 19.37' TO A FOUND IRON PIN; THENCE S48°55'18"W A DISTANCE OF 11.19' TO A FOUND IRON PIN; THENCE N87°17'35"W A DISTANCE OF 141.90' TO A FOUND IRON PIN; THENCE N72°40'23"W A DISTANCE OF 87.80' TO A FOUND IRON PIN; THENCE N01°47'33"E A DISTANCE OF 289.97' TO THE POINT OF BEGINNING. HAVING AN AREA OF 295,699.532 SQUARE FEET, 6.79 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

NEW LOT 8
PART OF LOT 2, RIVERWALK FARMS COMMERCIAL SUBDIVISION, PHASE 1 IN THE CITY OF BENTONVILLE, LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIN, THE POINT OF BEGINNING, WHICH IS THE NORTHEAST CORNER OF LOT 2 OF RIVERWALK FARMS COMMERCIAL SUBDIVISION ; THENCE N01°53'04"E 177.65' TO A FOUND IRON PIN; THENCE S04°49'37"E 115.09' TO A FOUND IRON PIN; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 42.00' WITH A CHORD BEARING OF S42°04'09"W, AND AN ARC DISTANCE OF 16.30' TO A FOUND IRON PIN; THENCE N87°39'27"W A DISTANCE OF 335.31' TO A SET IRON PIN; THENCE N02°11'21"E A DISTANCE OF 305.14' TO A SET IRON PIN; THENCE S87°38'53"E A DISTANCE OF 350.04' TO THE POINT OF BEGINNING. HAVING AN AREA OF 106570.752 SQUARE FEET, 2.45 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

PARENT TRACT DESCRIPTION:
LOT 6, RIVERWALK FARMS COMMERCIAL SUBDIVISION TO THE CITY OF BENTON ARKANSAS AS SHOWN IN PLAT RECORD L202007631 OF THE BENTON COUNTY RECORDS.

PARENT TRACT DESCRIPTION:
LOT 3, RIVERWALK FARMS COMMERCIAL SUBDIVISION TO THE CITY OF BENTON ARKANSAS AS SHOWN IN PLAT RECORD L201952523 OF THE BENTON COUNTY RECORDS.

CERTIFICATE OF OWNERSHIP

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

DATE OF EXECUTION: _____

SIGNED: _____

DT REAL ESTATE LLC:

_____

LYKINS LEASING LLC:

_____

STATE OF ARKANSAS

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY

OF 2021.

_____

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 MIN MUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: _____

SIGNED: ____

REGISTERED LAND SURVEYOR

NO. _____

STATE OF ARKANSAS

OWNERS:

DT REAL ESTATE LLC
ATTN: RORY THOMPSON
831 FAULKNER ST
CONWAY AR 72034

LYKINS LEASING LLC
PO BOX 1095
GRAVETTE AR 72736

CERTIFICATE OF APPROVAL

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

SIGNED:

_____
COMMUNITY DEVELOPMENT DIRECTOR

_____
CITY CLERK

_____
PC CHAIR

_____
MAYOR

DATE OF EXECUTION: _____

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

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

STATE SURVEYOR FILING CODE:
500–XXX–XXX–X–XX–XXX–XX–XXXX

Property Line Adjustment

For Lots 6 & 3 In Riverwalk Farms Commercial Subdivision Phase 1
Creating Lots 7 & 8

CITY OF BENTONVILLE PROJECT NUMBER: PLA21–0049
EDA JOB NO. 2329

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

Earthplan Design Alternatives, PA
civil engineering / landscape architecture
(479) 756-1588
www.edaplan.com
134 West Emma Avenue
Springdale, Arkansas 72764

PROP LINE ADJ

COMMON OPEN SPACE TABULATION

TOTAL PROJECT AREA = 12.26 Ac.
REQUIRED OPEN SPACE = 20% x 12.26 = 2.45 Ac.

TOTAL VEGETATED AREA PROVIDED (POST-DEVELOPMENT) = 2.70 Ac.
STREET FRONTAGE BUFFERS ARE OUTSIDE PROPERTY LINES (N/A)
DETENTION POND AREA = 0.75 Ac. (ESTIMATE)
PERIMETER LANDSCAPE STRIPS = 1950 L.F. x 7' = 0.31 Ac.
INTERIOR PARKING LOT LANDSCAPING = 10% x 1.60 Ac. = 0.16 Ac.

COMMON OPEN SPACE PROVIDED = 2.70 - 0.16 = 2.54 Ac.

PHASE 1

BLDG. A	BUS. OFFICES C.C. LOCKERS CONTRACTOR LEASE	163' x 40' = 167' x 40' = 40' x 80' =	6,120 s.f. 6,680 s.f. 3,200 s.f.	40' DEEP 10' x 10's 40' DEEP
BLDG. B	RETAIL / OFFICE	200' x 50' =	10,000 s.f.	20' X 50's
BLDG. C	COV'D. PARKING N.C.C. LOCKERS	180' x 50' = 180' x 10' =	9,000 s.f. 1,800 s.f.	15' x 50's 10' x 10's
BLDG. D	N.C.C. LOCKERS	90' x 30' =	2,700 s.f.	10' x 10's / 10' x 20's
BLDG. E	N.C.C. LOCKERS	90' x 30' =	2,700 s.f.	10' x 10's / 10' x 20's
BLDG. F	N.C.C. LOCKERS	120' x 25' =	3,000 s.f.	12' x 25's
BLDG. G	N.C.C. LOCKERS	220' x 30' =	6,600 s.f.	10' x 10's / 10' x 20's
BLDG. H	N.C.C. LOCKERS	220' x 30' =	6,600 s.f.	10' x 10's / 10' x 20's
BLDG. I	N.C.C. LOCKERS	168' x 25' =	4,200 s.f.	12' x 25's
BLDG. J	N.C.C. LOCKERS	240' x 20' =	4,840 s.f.	10' x 20's
BLDG. K	COV'D. PARKING	50' x 45' =	2,250 s.f.	15' x 50's
BLDG. L	N.C.C. LOCKERS	120' x 20' =	2,400 s.f.	10' x 20's
BLDG. M	N.C.C. LOCKERS	210' x 20' =	4,200 s.f.	10' x 10's
BLDG. N	N.C.C. LOCKERS CONTR. WHSE	145' x 45' = 120' x 30' =	6,525 s.f. 3,600 s.f.	15' x 15's / 15' x 30's 15' x 30's
BLDG. P	CONTR. WHSE	135' x 30' =	4,050 s.f.	15' x 30's

TOTAL = 94,250 s.f.

PHASE 2

BLDG. Q	N.C.C. LOCKERS	100' x 20' =	2,000 s.f.	10' x 20's
BLDG. R	N.C.C. LOCKERS	100' x 20' =	2,000 s.f.	10' x 20's
BLDG. S	CONTR. WHSE	90' x 20' =	1,800 s.f.	10' x 20's
BLDG. T	VENDOR LEASE	90' x 50' =	4,500 s.f.	15' x 50's
BLDG. U	COV'D. PARKING N.C.C. LOCKERS	170' x 50' = 170' x 10' =	8,500 s.f. 1,700 s.f.	15' x 50's 10' x 10's
BLDG. V	VENDOR MOCK-UPS N.C.C. LOCKERS	180' x 50' = 180' x 10' =	9,000 s.f. 1,800 s.f.	15' x 50's 10' x 10's
BLDG. W	RETAIL / OFFICE	200' x 50' =	10,000 s.f.	20' x 50's
BLDG. X	RETAIL / OFFICE	205' x 50' =	10,250 s.f.	20' x 50's

TOTAL = 51,550 s.f.

AREA PER OCCUPANCY

OFFICES	24,070 s.f.	47 spa. req'd., (54 provided)
RETAIL	30,250 s.f.	115 spa. req'd., (117 provided)
WAREHOUSE	97,945 s.f.	35 spa. req'd., (41 provided)
TOTAL =	142,015 s.f.	TOTAL REQUIRED = 197 spa. TOTAL PROVIDED = 212 spa.

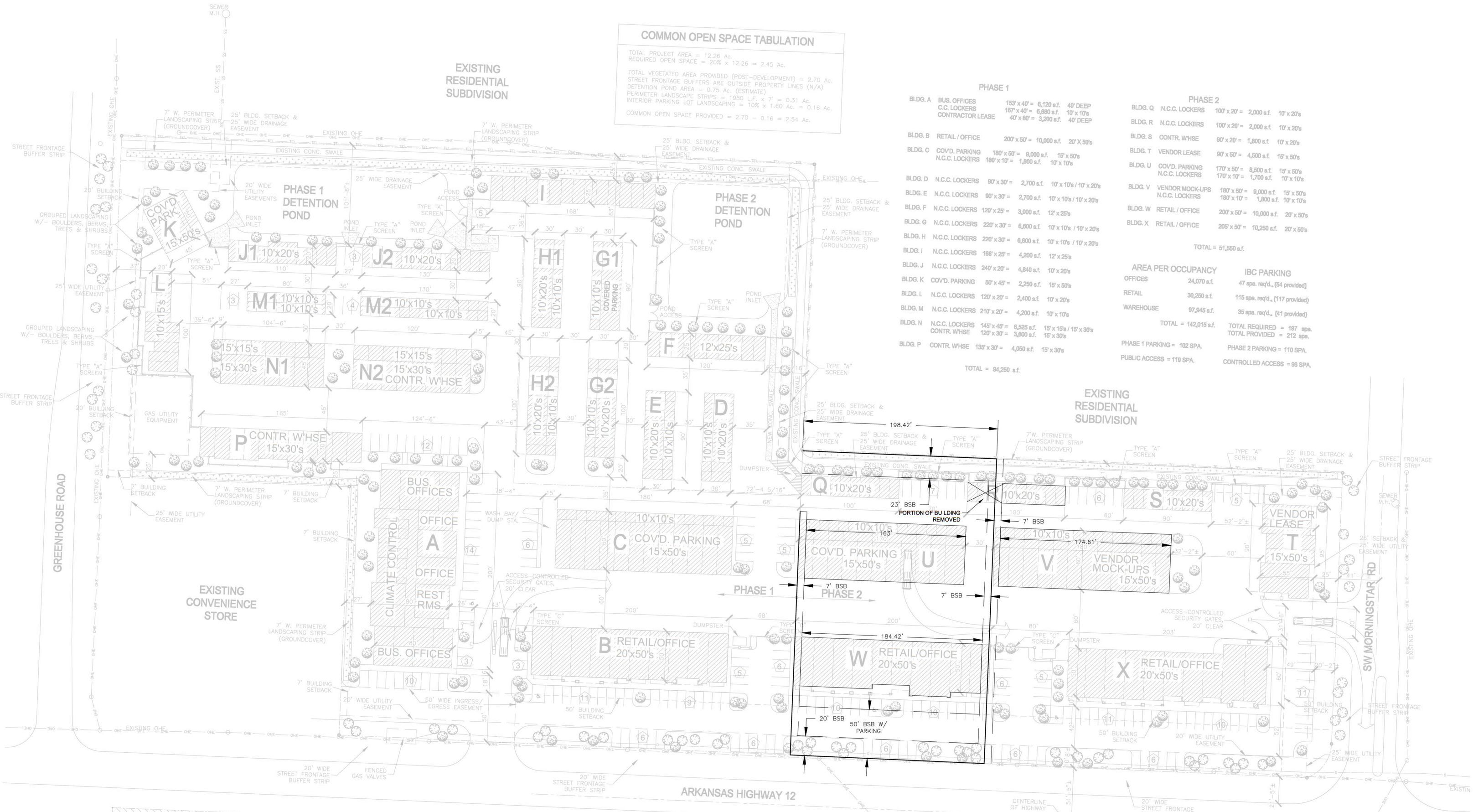
PHASE 1 PARKING = 102 SPA.

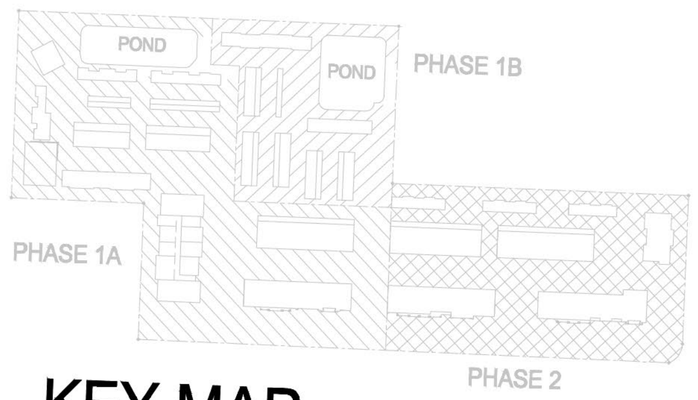
PUBLIC ACCESS = 119 SPA.

IBC PARKING

PHASE 2 PARKING = 110 SPA.

CONTROLLED ACCESS = 93 SPA.





KEY MAP

MASTER SITE PLAN

SCALE: 1"=50'-0"

LEGEND

OVERHEAD ELECTRIC LINE
SANITARY SEWER
MANHOLE
TELEPHONE LINE
WATER LINE
NATURAL GAS LINE
EXISTING GRADE CONTOUR
PROPERTY LINE
BUILDING SETBACK
EASEMENT
CHAIN LINK FENCE
SCREEN FENCE
SECURITY FENCE
SHADE TREE
GROUNDCOVER

CURRENT ZONING = C1
PROPOSED ZONING = PUD

OWNER :	DEVELOPER :	CIVIL ENGINEER :	REPRESENTATIVE :
Mr. Terry Carson First Bank, 2925 Alma Highway, Ste. A Van Buren, AR 72956 (479) 262-2915 (Phone) (479) 262-2980 (Fax)	Mr. Charles Palmer BOS Park LLC, 6301 Cliff Drive Fort Smith, AR 72903 (479) 494-5682 (Phone) (479) 783-1766 (Fax)	Ms. Sammi May Morrison Shipley 2407 S.E. Cottonwood St., Bentonville, AR 72712 (479) 273-2209 (Phone) (479) 273-2553 (Fax)	Mr. Tim Risley Tim A. Risley and Associates, #1 Con/Arc Place, 6101 Phoenix Avenue Fort Smith, AR 72903 (479) 452-2636 (Phone) (479) 452-3925 (Fax)

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 7 & 8 OF RIVERWALK FARMS COMMERCIAL SUBDIVISION PHASE 1 TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0049).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lots 7 & 8 of Riverwalk Farms Commercial Subdivision Phase 1 of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 7, 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 7 & 8 of Riverwalk Farms Commercial Subdivision Phase 1 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

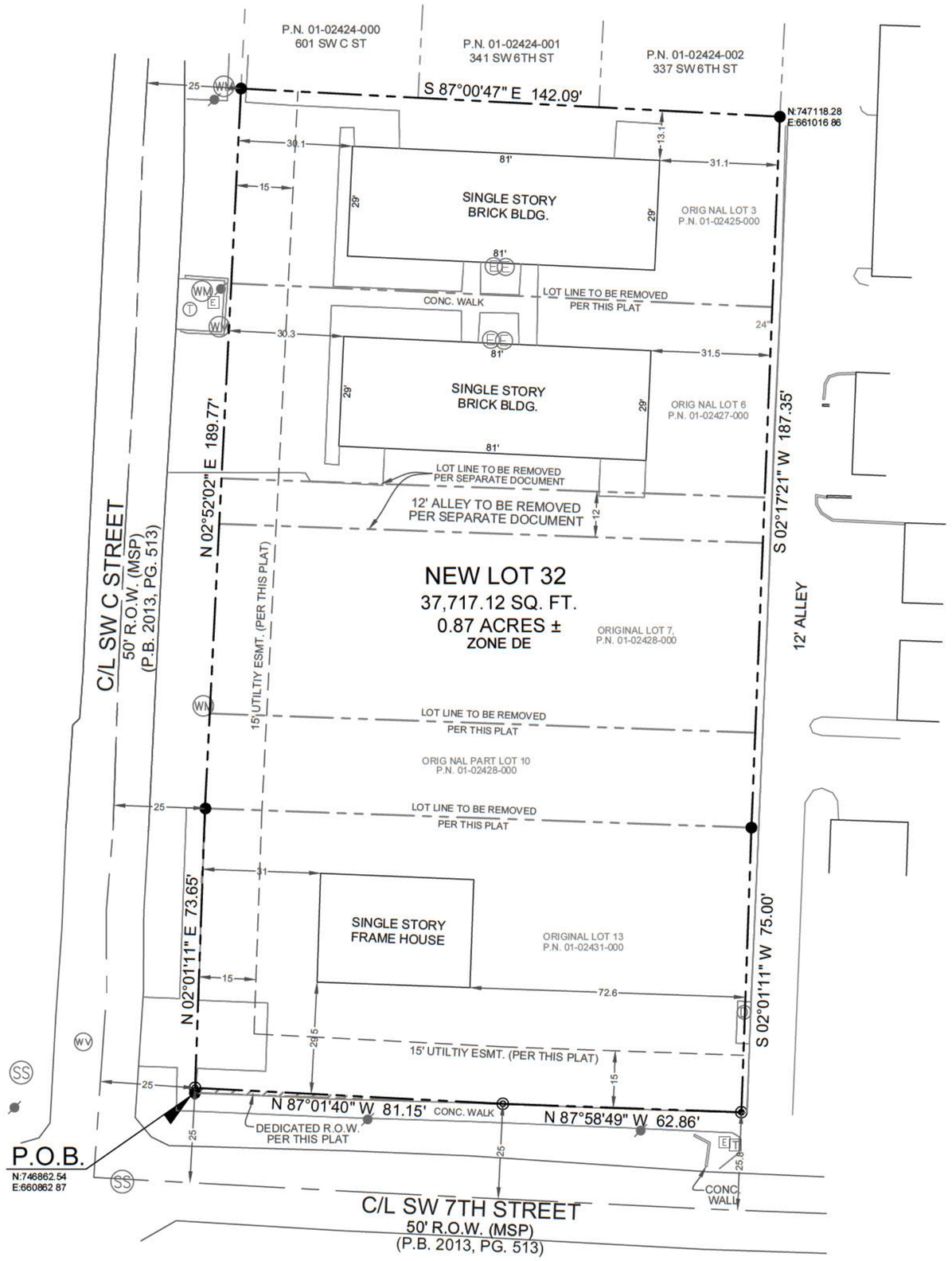
ATTEST:

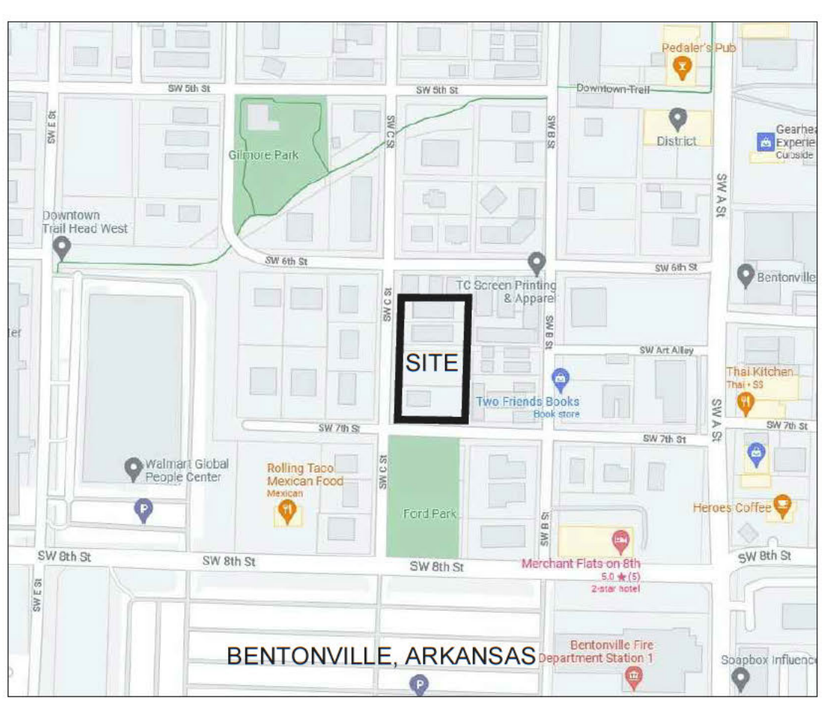
_____
Kirby Romines, City Clerk

PLA21-0051
PROPERTY LINE ADJUSTMENT
DUNN & DAVIS ADDITION
LOTS 3-6-7-10 & 13 BLOCK 5 CREATING LOT 32

THE CITY OF BENTONVILLE

25





VICINITY MAP
(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 POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.

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

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

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

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

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

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

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

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

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

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

LEGEND

- FOUND REBAR
- FND. PIPE
- SET 1/2" IRON PIN W/CAP
- UTILITY POLE
- TELEPHONE VAULT
- TELEPHONE RISER
- ELECTRIC RISER
- ELECTRIC METER
- WATER VALVE
- WATER METER
- SAN. SEWER MANHOLE
- STORM DRAINAGE MANHOLE
- PROPERTY LINE
- CENTERLINE

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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

DATE OF EXECUTION: _____

PRINT NAME: _____

SIGNATURE: _____

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED _____
PLANNING COMMISSION CHAIRPERSON

DATE OF EXECUTION: _____

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

PARENT TRACT (P.N. 01-02425-000, 01-02427-000, 01-02428-000 & 01-02431-000):

LOTS 3, 6, 7, PART 10 AND 13, BLOCK 5 OF DUNN & DAVIS ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS RECORDED IN THE BENTON COUNTY RECORDS.

LOT 32 SURVEY DESCRIPTION:

LOTS 3, 6, 7, PART 10 AND 13, BLOCK 5 OF DUNN & DAVIS ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS RECORDED IN THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SW CORNER OF SAID LOT 13; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SW "C" STREET N 02°01'11" E A DISTANCE OF 73.65 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE N 02°52'02" E A DISTANCE OF 189.77 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE S 87°00'47" E A DISTANCE OF 142.09 FEET; THENCE
S 02°17'21" W A DISTANCE OF 187.35 FEET; THENCE S 02°01'11" W A DISTANCE OF 75.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SW 7TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE N 87°58'49" W A DISTANCE OF 62.46 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE N 87°01'40" W 81.15 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 37,717.12 SQUARE FEET, OR 0.87 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

0 30 60 90

OWNER/DEVELOPER INFORMATION
NFD LLC P.O. BOX 808 BENTONVILLE, AR 72712

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0255K (EFFECTIVE DATE 06/05/2012) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

CERTIFICATE OF SURVEY ACCURACY:

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

DATE OF EXECUTION _____

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

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

CITY OF BENTONVILLE PROJECT #PLA21-051

CASTER & ASSOCIATES
LAND SURVEYING, INC.
2715 SE "I" Street, Suit 5
Bentonville, AR 72712
(479) 268-4464

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

SCALE: 1" = 30'	DATE: 11-19-21

LOT LINE ADJUSTMENT
LOTS 3, 6, 7, PART 10 & 13, BLOCK 5
DUNN & DAVIS ADDITION
CREATING LOT 32

603, 605 & 609 SW C STREET
CITY OF BENTONVILLE
BENTON COUNTY, ARKANSAS

JOB #	DRAWN BY:	CHK'D BY:	PAGE
21-154LLA	ASD	RJC	1 OF 1

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 32 OF DUNN & DAVIS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0051).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lot 32 of Dunn & Davis Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 7, 2021; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 32 of Dunn & Davis Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

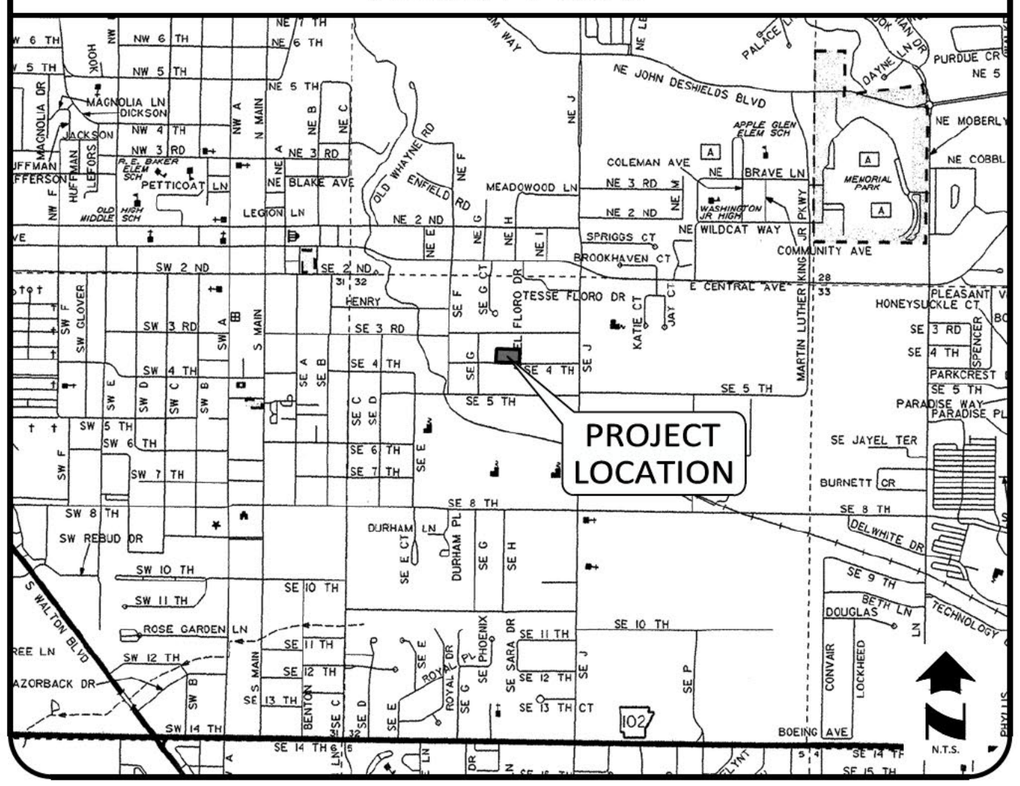
ATTEST:

_____
Kirby Romines, City Clerk

SE 3RD ST
SE 4TH ST
SE 5TH ST
SE F ST
SE G ST
SE H ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 150 feet
PLA21-0052
PROPERTY LINE ADJUSTMENT
2ND EAST SIDE ADDITION
LOTS 13-15 CREATING LOT 21
THE CITY OF
BENTONVILLE

27

VICINITY MAP



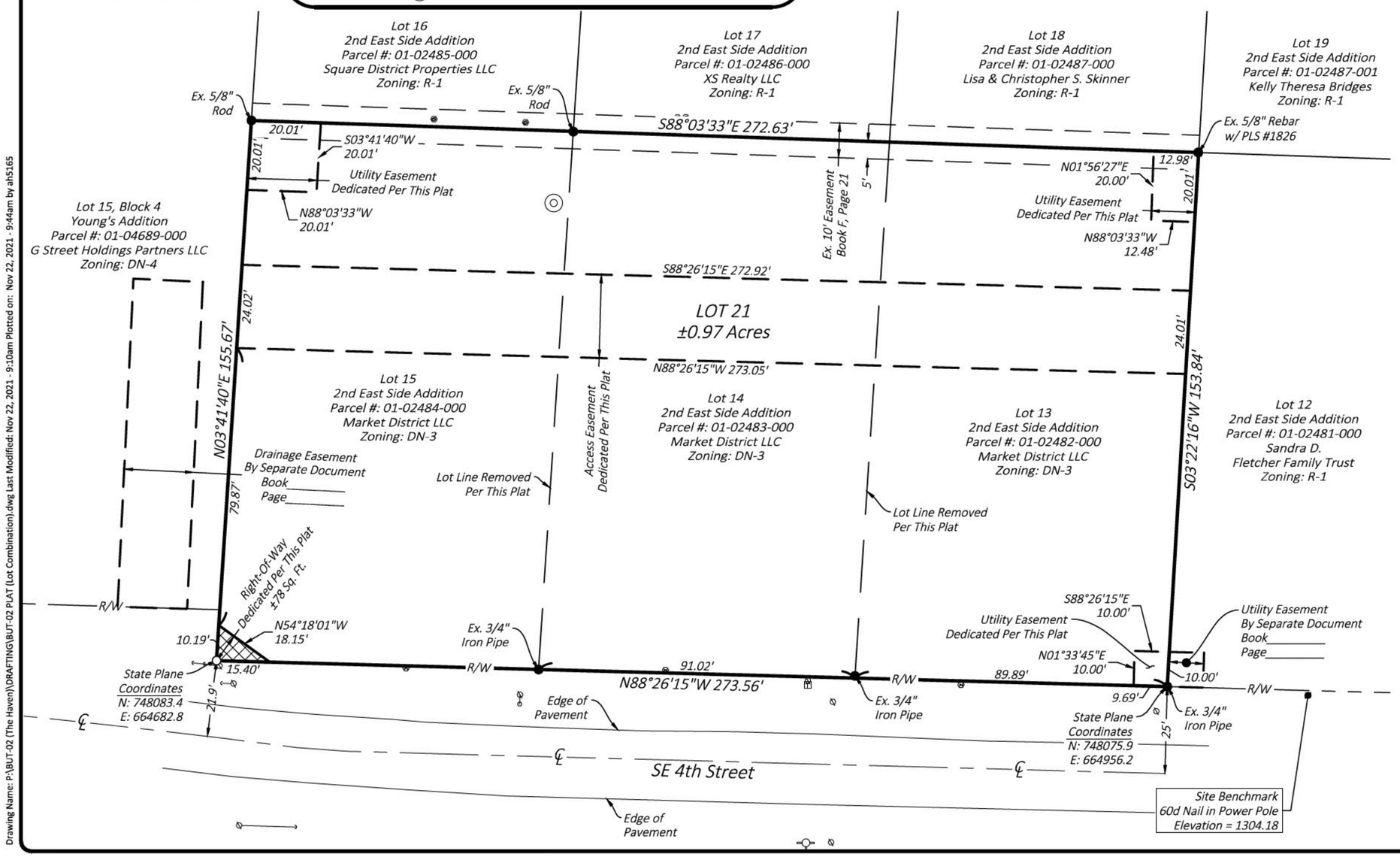
LEGEND

- Ex. Boundary Line
- Ex. Adjacent Boundary Line
- Boundary Line Being Removed
- R/W — Ex. Right of Way Line
- ℄ — Ex. Road Centerline
- Ex. Easement Line
- Ex. Rebar, As Noted
- Ex. Nail, As Noted
- Set 1/2" Rebar w/ PS# 1834 Cap
- Ex. Sewer Manhole

Grid North

30 0 30

Scale in Feet
1" = 30 Feet



GENERAL NOTES:

- Basis of Bearing - Grid North, Arkansas State Plane Coordinate System, North Zone (0301) from City of Bentonville Geodetic Control Monument Number 7 having the following coordinates: 746381.99 Northing, 665600.54 Easting, Convergence Angle of -1°16'41", Combined Scale Factor of 0.9999970364.
- Vertical Datum - NAVD 88 (2011) Geoid 18 Based on City of Bentonville Monument 7 having an elevation of 1306.69 USFT.
- The following documents were reviewed as a part of this survey. Surveyor has not made a thorough investigation or independent search for easements or encumbrances or facts that an accurate, complete, and current title search or commitment would disclose.
  - Final Plat of the 2nd East Side Addition as filed for record at Plat Book F Page 21.
  - Boundary Survey by Donald Phillips PS 992 of Lot 15, of the 2nd East Side Addition, filed for record at Plat Book 27 Page 198.
  - Lot Split Survey by Thomas Copelin PS 944 and filed for record at Plat Book 14 Page 339.

CITY OF BENTONVILLE DEVELOPMENT NOTES:

- Before any work in the street right-of-way commences, contractor and/or owner is to contact the City of Bentonville Engineering and Transportation Departments and notify said departments of the intent and type of work that will take place within the right-of-way.
- Sidewalks shall be the responsibility of the builder/owner at the time of building permit issuance.
- There may not be fences or any other structures built in any drainage easements.
- Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.
- Current Zoning: DN-3, Downtown High Density Residential
- Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.

LEGAL DESCRIPTION:

Lots 13, 14, and 15 of the 2nd Eastside Addition to the City of Bentonville, Arkansas as record at Plat Book F Page 21 on July 16, 1963 at the office of the Circuit Clerk of Benton County.

SURVEYOR

Morrison Shipley I Halff
2407 SE Cottonwood St.
Bentonville, AR 72712
Contact: Clayton D. Crotts
Telephone: (479) 273-2209

OWNER / DEVELOPER

Market District, LLC
20 Dorman Avenue
San Francisco, CA 94124
Contact: Bill Butler
Telephone: (310) 463-0555

Filing Block

CERTIFICATE OF OWNERSHIP:

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Signed: _____
Market District, LLC, Managing Member, Bill Butler

Source of Title:

State Of Arkansas)
) SS
County Of Benton)

Sworn And Subscribed Before Me This Day _____Of _____, 2021.

Notary Public: _____

My Commission Expires: _____

CERTIFICATE OF APPROVAL:

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

Date Of Execution: _____

Signed _____
Bentonville Planning Commission Chairman

Signed _____
Mayor, City Of Bentonville

Signed _____
City Clerk, City Of Bentonville

CERTIFICATE OF SURVEY ACCURACY

I, Clayton D. Crotts, Hereby Certify That This Plat Correctly Represents A Boundary Survey made By Me Or Under My Supervision, And Boundary Markers And Lot Corners Shown Hereon Actually Exist And Their Location, Type And Material Are Correctly Shown And To The Best Of My Knowledge, All Minimum Requirements Of The Arkansas Standard of Boundary Survey's and Plats Have Been Met.

Date of Execution: November 22, 2021

FOR REVIEW

CERTIFICATE OF AUTHORIZATION HALFF ASSOCIATES, INC. No. 1470 ARKANSAS

_____
Arkansas Professional Surveyor, #1834

MORRISON-SHIPLEY | HALFF
2407 SE Cottonwood St., Suite 1
Bentonville, AR 72712

PROPERTY LINE ADJUSTMENT for Lots 13-14, & 15 of 2nd East Side Addition CREATING Lot 21 Bentonville, Arkansas

Prepared For: Market Distric LLC

PLAT

City of Bentonville Project # PLA21-0052

Revisions

Drawn By:	JDS	Vert. Scale:	N/A
Approved By:	CDC	Horiz. Scale:	1"=30'
Date:	11.22.2021	Plot Scale:	1
Project No.:	BUT-02	DWG Name:	BASE

SHEET 1 of 1

Drawing Name: P:\BUT-02 (The Haven)\DRAFTING\BUT-02 PLAT (Lot Combination).dwg Last Modified: Nov 22, 2021 - 9:10am Plotted on: Nov 22, 2021 - 9:44am by ah5165

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 21 OF 2ND EASTSIDE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 21 of 2nd Eastside Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 7, 2021; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 21 of 2nd Eastside Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

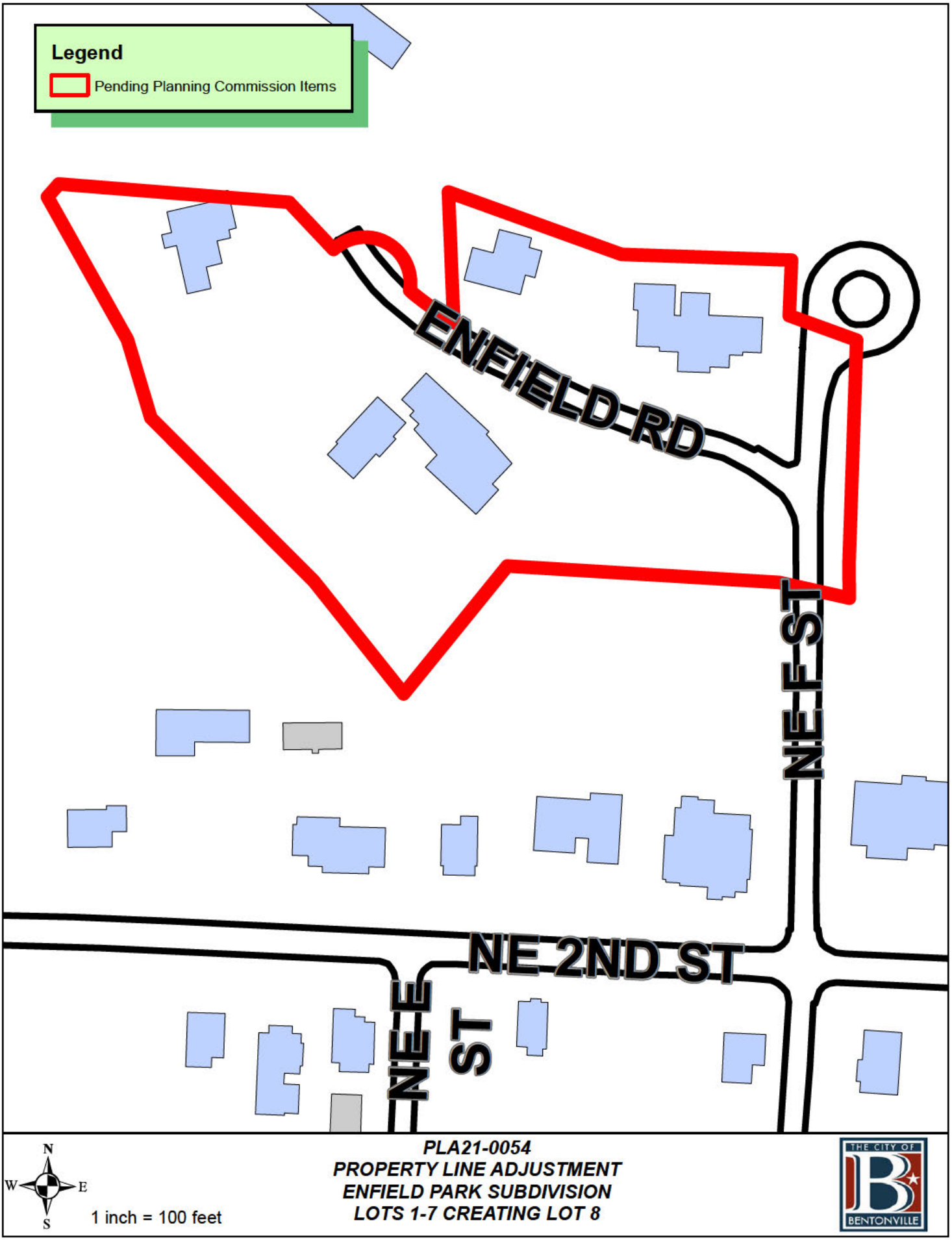
PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk


Legend
Pending Planning Commission Items
ENFIELD RD
NE F ST
NE 2ND ST
NE E ST
N
W
E
S
1 inch = 100 feet
PLA21-0054
PROPERTY LINE ADJUSTMENT
ENFIELD PARK SUBDIVISION
LOTS 1-7 CREATING LOT 8
THE CITY OF
BENTONVILLE

Property Line Adjustment of Lots 1 thru 7 of Enfield Park Subdivision Creating Lot 8

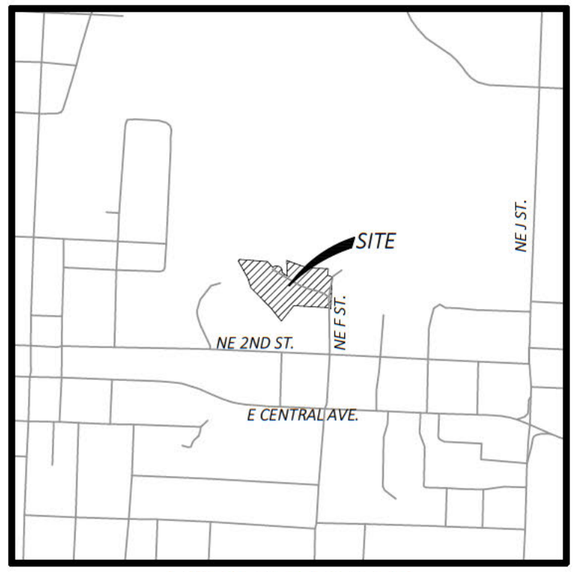
Crystal Lands, LLC

Enfield Road

Bentonville, Benton County, Arkansas

GENERAL 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 an Lot Combination Plat of the parcel's recorded in Deed Records,*
   Book 2012, Page 5925
   Instrument # L202169659
   Instrument # L201938062
   Book 2015, Page 4674
   in the public records of 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: All bearings and distances shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone.*
6. *This survey is valid only if the drawing includes the seal and signature of the surveyor.*
7. *This survey meets current Arkansas State Standards of Practice for Property Boundary Surveys and Plats.*
8. *A title search was not conducted by a certified title company. All documents were provided by the client/clients and/or researched by CEI Engineering Associates, Inc., and may be subject to record/unrecorded: easements, rights of way, covenants, building setback lines, subdivision restrictions, zoning, land regulations or other facts which an accurate and current title search may reveal.*
9. *Declaration is made to the original purchaser of the survey and those listed in the certification for the use of this transaction only and is not transferable to any additional institutions or subsequent owners.*
10. *No attempt was made to show building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.*
11. *Subsurface and environmental conditions were not examined nor considered a part of this survey.*
12. *Multiple utility services are located within easements abutting or within the bounds of subject tract.*
13. *The locations of underground utilities as shown hereon are based on above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.*
14. *The contractor is advised to contact the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contact all non-members as well as the One-Call System.*
15. *By scaled map location and graphical plotting only. A portion of this property is located within Flood Zone "AE" as determined by the National Flood Insurance Program which is subject to inundation by the 1% annual chance flood (100-year flood) shown on the Flood Insurance Rate Map for Benton County, Arkansas.*
    Map Number: 05007C0255K
    Map Revised: June 5, 2012
16. *No current zoning report or letter regarding zoning classification was provided to the Surveyor. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. Property is currently zoned as R-1, Low Density Single-Family Residential. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.*
17. *Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.*
18. *There may not be fences or any other structures built in any drainage easements.*
19. *Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.*
20. *Owner is to contact New Service coordinator (271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to electric service.*
21. *All structures must maintain minimum of 20' clearance from all electric lines.*
22. *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 require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.*
23. *It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.*
24. *Relocation of any existing electrical facilities shall be at the owner's expense.*
25. *Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.*



VICINITY MAP

NOT TO SCALE

Latitude: 36°37'43"N
Longitude: 94°20'25"W

Owner

Parcel #'s 01-02503-000 & 01-02506-000
Crystal Lands, LLC
P.O. Box 1860
Bentonville, AR 72712

Owner

Parcel #'s 01-02507-000 & 01-02505-000
Fay Properties, LLC
P.O. Box 1860
Bentonville, AR 72712

Engineers/Surveyors:

CEI Engineering Associates, Inc.
3108 SW Regency Parkway
Bentonville, AR 72712
Phone: (479) 273-9472
Fax:(479) 271-0536
Engineering Contact: Nate Bachelor
Surveyor: Dustin Riley

Certificate of Ownership:

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Signed:_____

Name & Address:_____

Print Name:_____

Source of Title: _____

Subscribed and sworn before me, this _____ day of _____, 2021.

_____ _____
Notary Public *My Commission Expires*

Certificate of Ownership:

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Signed:_____

Name & Address:_____

Print Name:_____

Source of Title: _____

Subscribed and sworn before me, this _____ day of _____, 2021.

_____ _____
Notary Public *My Commission Expires*

Certificate of Approval

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

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

CERTIFICATE OF AUTHORIZATION
CEI Engineering Associates, Inc. No. 118
ARKANSAS ENGINEER

Certificate of Surveying Accuracy

I Dustin Riley, 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.1618
State of Arkansas

City of Bentonville Project # PLA21-0054

State Survey Code: 500-20N-30W-0-29-330-04-1618

CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING

BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

Property Line Adjustment
Crystal Lands, LLC
Enfield Road
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

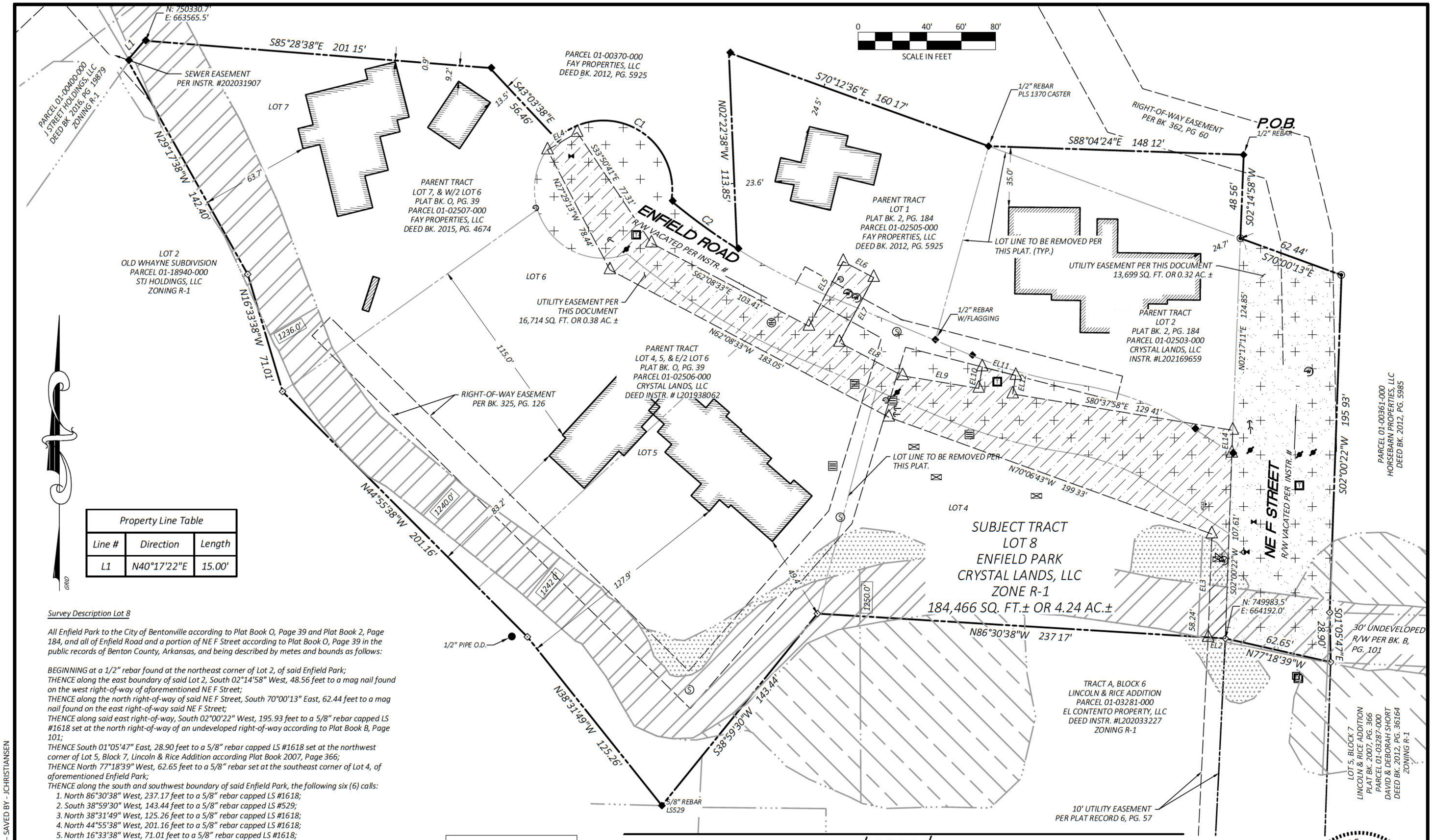
PROFESSIONAL OF RECORD	DGR
DESIGNER	JDS
FIELD WORK	KDM
CEI PROJECT NUMBER	32403
DATE	11/19/2021
REVISION	REV-1

COVER
SHEET TITLE

SHEET NUMBER
1 OF 2

DRAWING LOCATION - S:\32000\32403\DRAWINGS SURVEY\SURVEY\WORKING\32403LC.DWG -- SAVED BY - JCHRISTIANSEN

© 2021 CEI ENGINEERING ASSOCIATES, INC.



Property Line Table		
Line #	Direction	Length
L1	N40°17'22"E	15.00'

Easement Line Table		
LINE	BEARING	DISTANCE
EL2	N86°30'38"W	10.00'
EL3	N02°01'31"E	60.06'
EL4	N59°23'55"E	20.00'
EL5	N27°51'27"E	42.57'
EL6	S62°08'33"E	20.00'
EL7	S27°51'27"W	42.57'
EL8	S62°08'33"E	41.56'
EL9	S80°37'51"E	44.69'
EL10	N09°22'09"E	12.62'
EL11	S75°39'02"E	20.08'
EL12	S09°22'09"W	10.88'
EL14	S02°17'11"W	13.31'

Property Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C1	39.99'	99.64'	142°46'13"	S61°39'38"E	75.79'
C2	357.55'	47.16'	7°33'25"	S54°01'28"E	47.12'

Legend

- Boundary Line
- Lot Line to be removed per this plat
- Adjoining Boundary Line
- Easement Line
- FEMA Boundary Line
- Right-of-Way Line
- Found Monument
- Set 5/8" Rebar "LS#1618"
- Found Nail (As Noted)
- Found Pipe
- Gas Meter
- Sewer Manhole (SMH)
- Utility Pole
- Electric Riser
- Electric Vault
- Telephone Vault
- XXXX.X. Base Flood Elevation
- FEMA Floodway
- FEMA Zone "AE"
- FEMA Zone "X" Shaded
- Right-of-way vacated per Instr. #
- Utility Easement per this document
- Utility Easement per this document

Survey Description Lot 8

All Enfield Park to the City of Bentonville according to Plat Book O, Page 39 and Plat Book 2, Page 184, and all of Enfield Road and a portion of NE F Street according to Plat Book O, Page 39 in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

BEGINNING at a 1/2" rebar found at the northeast corner of Lot 2, of said Enfield Park;
THENCE along the east boundary of said Lot 2, South 02°14'58" West, 48.56 feet to a mag nail found on the west right-of-way of aforementioned NE F Street;
THENCE along the north right-of-way of said NE F Street, South 70°00'13" East, 62.44 feet to a mag nail found on the east right-of-way said NE F Street;
THENCE along said east right-of-way, South 02°00'22" West, 195.93 feet to a 5/8" rebar capped LS #1618 set at the north right-of-way of an undeveloped right-of-way according to Plat Book B, Page 101;
THENCE South 01°05'47" East, 28.90 feet to a 5/8" rebar capped LS #1618 set at the northwest corner of Lot 5, Block 7, Lincoln & Rice Addition according Plat Book 2007, Page 366;
THENCE North 77°18'39" West, 62.65 feet to a 5/8" rebar set at the southeast corner of Lot 4, of aforementioned Enfield Park;
THENCE along the south and southwest boundary of said Enfield Park, the following six (6) calls:

1. *North 86°30'38" West, 237.17 feet to a 5/8" rebar capped LS #1618;*
2. *South 38°59'30" West, 143.44 feet to a 5/8" rebar capped LS #529;*
3. *North 38°31'49" West, 125.26 feet to a 5/8" rebar capped LS #1618;*
4. *North 44°55'38" West, 201.16 feet to a 5/8" rebar capped LS #1618;*
5. *North 16°33'38" West, 71.01 feet to a 5/8" rebar capped LS #1618;*
6. *North 29°17'38" West, 142.40 feet to a 5/8" rebar found at the southernmost northwest corner of Lot 7, of said Enfield Park;*

THENCE along the north boundary of said Lot 7, North 40°17'22" East, 15.00 feet to a 5/8" rebar;
THENCE continuing along said north boundary, South 85°28'38" East, 201.15 feet to a 5/8" rebar;
THENCE along the northeasterly boundary of said Lot 7, South 43°03'38" East, 56.46 feet to a 5/8" rebar found on the north right-of-way of aforementioned Enfield Road;
THENCE Southeasterly along the arc of a curve to the right 99.64 feet having a central angle of 142°46'13", a radius of 39.99 feet, and a chord that bears South 61°39'38" East with a chord distance of 75.79 feet to a 5/8" rebar;
THENCE Southeasterly along the arc of a curve to the left 47.16 feet having a central angle of 07°33'25", a radius of 357.55 feet, and a chord that bears South 54°01'28" East with a chord distance of 47.12 feet to a 5/8" rebar found at the southwest corner of Lot 1, of said Enfield Park;
THENCE along the west boundary of said Lot 1, North 02°22'38" West, 113.85 feet to a 5/8" rebar found at the northwest corner of said Lot 1;
THENCE along the north boundary of said South 70°12'36" East, 160.17 feet;
THENCE South 88°04'24" East, 148.12 feet to the POINT OF BEGINNINGcontaining 184,866 square feet or 4.24 acres, more or less.

State Survey Code: 500-20N-30W-0-29-330-04-1618

City of Bentonville Project # PLA21-0054

CEI
Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

Property Line Adjustment
Crystal Lands, LLC
Enfield Road
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	JDS
FIELD WORK	KDM
CEI PROJECT NUMBER	32403
DATE	11/19/2021
REVISION	REV-1

Lot Combination Plat
SHEET TITLE

SHEET NUMBER
2 OF 2

DRAWING LOCATION - S:\32000\32403\DRAWINGS SURVEY\SURVEY\WORKING\32403LC.DWG -- SAVED BY - JCHRISTIANSEN
© 2021 CEI ENGINEERING ASSOCIATES, INC.

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 8, OF ENFIELD PARK SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0054).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lot 8, of Enfield Park Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 7, 2021; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 8, of Enfield Park Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

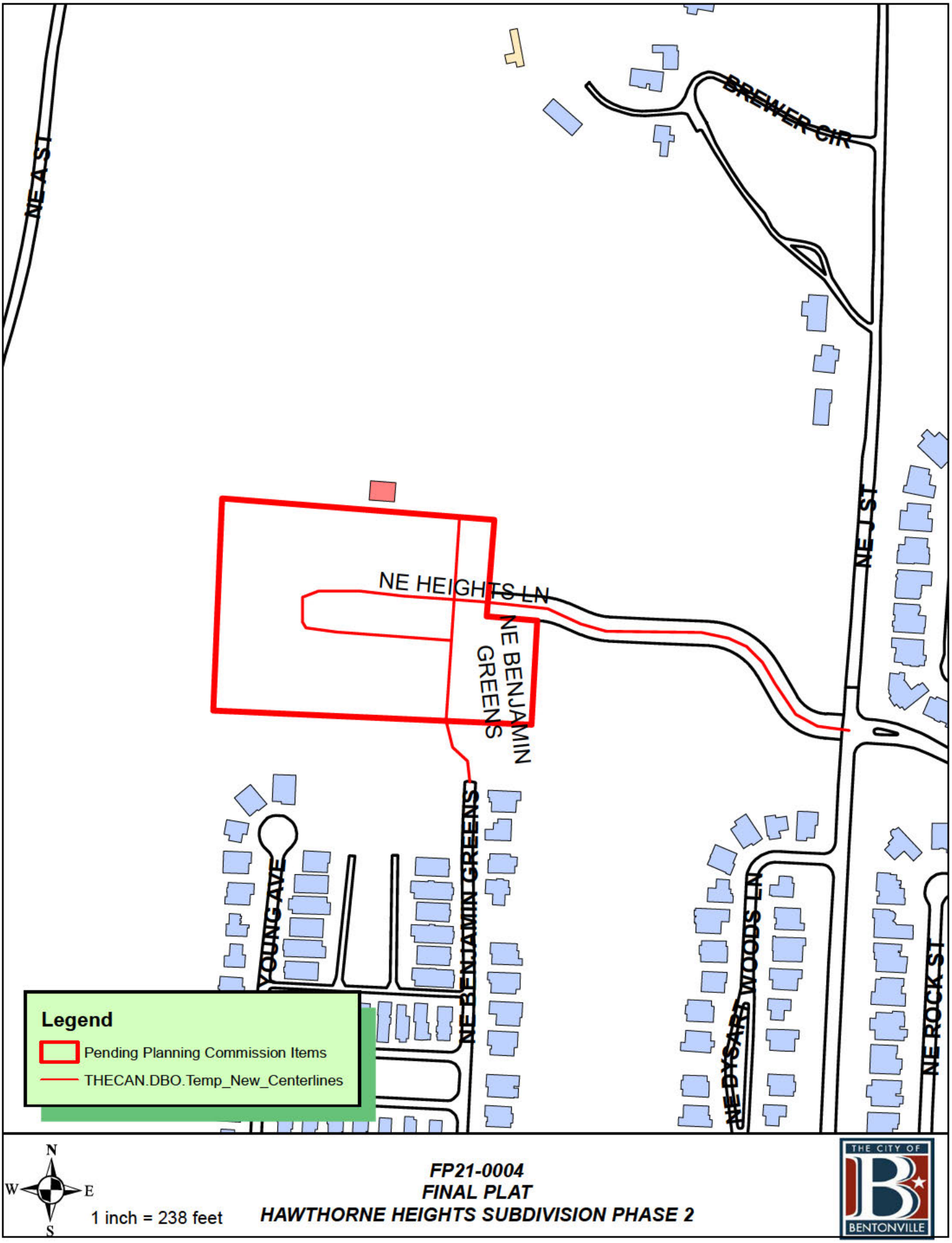
PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

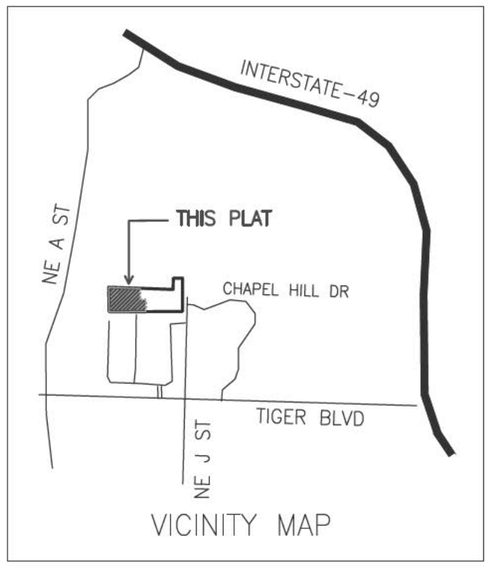
_____
Kirby Romines, City Clerk



FP21-0004
FINAL PLAT
HAWTHORNE HEIGHTS SUBDIVISION PHASE 2

37

HAWTHORNE HEIGHTS - PHASE II



VICINITY MAP

LEGAL DESCRIPTION - PARENT TRACT

PART OF THE SE1/4 NW1/4 OF SECTION 20, T-20-N, R-30-W, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING A POINT LOCATED N03°06'08"E-100.00' FROM THE SOUTHEAST CORNER OF THE SAID SE1/4 NW1/4; SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE N87°27'30"W-660.59'; THENCE N87°26'11"W-663.10'; THENCE N01°57'11"E-439.50'; THENCE S85°27'28"E-1163.09'; THENCE N00°55'12"E-200.00'; THENCE S86°34'38"E-177.34'; THENCE S03°06'08"W-596.35' BACK TO THE POINT OF BEGINNING, CONTAINING 13.496 ACRES (MORE OR LESS)

LEGAL DESCRIPTION - PHASE 2

LOT 59, HAWTHORN HEIGHTS, AN ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS

CONTACT INFORMATION:

1. BLACK HILL ENERGY: JOSH KNIGHT, 1301 FEDERAL WAY, PO BOX 2129, LOWELL, AR 72745, (479) 333-7005, JOSHUA.KNIGHT@BLACKHILLSCORP.COM
2. AT&T: BRENT BALDWIN, 1133 EAST HAROLD ST. FAYETTEVILLE, AR 72703, OFFICE: (479) 571-6609 CELL: (479) 200-9022
3. COX COMMUNICATIONS: KIP SMITH, 4901 S. 48TH STREET, SPRINGDALE, AR, 72762, (479) 717-3796. KIP.SMITH@COX.COM
4. FIRE DEPT.: CITY OF BENTONVILLE, BRENT BOYDSTON, FIRE CHIEF, 800 SW A STREET, BENTONVILLE, AR 72712, (479) 271-3130
5. STREET DEPT.: CITY OF BENTONVILLE, TONY DAVIS, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712 (479) 271-3130
6. WATER DEPT.: CITY OF BENTONVILLE, BEAU THOMPSON, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712 (479) 271-3140
7. ELECTRIC DEPT.: CITY OF BENTONVILLE, CHARLIE BARNES, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712 (479) 271-3159
8. WASTEWATER DEPT.: CITY OF BENTONVILLE, NANCY BUSEN, 1901 NE A STREET, BENTONVILLE, AR 72712 (479) 271-3160
9. PLANNING DEPT.: CITY OF BENTONVILLE, ELLEN NORVELL, 305 SW A STREET, BENTONVILLE, AR 72712 (479) 271-3122
10. BUILDING AND FIRE SAFETY: CITY OF BENTONVILLE, JAKE FEEMSTER, 305 SW A STREET, BENTONVILLE, AR 72712 (479) 271-3108
11. CITY ENGINEER: CITY OF BENTONVILLE, DAN WEESE, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712 (479) 271-5993
12. STORMWATER: CITY OF BENTONVILLE, JANET PAITH, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712 (479) 271-5002, JPAITH@BENTONVILLEAR.COM

CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLEY

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, AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

SIGNED: _____
BLUE LAKE SHANTI, LLC. & SHANTI BENTONVILLE, LLC.
2200 N. RODNEY PARHAM #206
LITTLE ROCK, AR 72212

SOURCE OF TITLE: D.R. ____2019____
PAGE ___00813___

GENERAL NOTES:

1. 1/2" IRON PINS TO BE SET AT ALL LOT CORNERS.
2. ALL EASEMENTS SHOWN ⊏⊐⊏⊐⊏ MAY BE USED FOR DRAINAGE AND/OR UTILITIES AS NOTED.
3. DISTANCES SHOWN ALONG CURVES ARE CHORD DISTANCES.
4. ERROR OF CLOSURE: EXCEEDS 1:50,000
5. ALL LOTS HAVE AT LEAST A 20 FT. WIDE UTILITY EASEMENT ACROSS THE FRONT. THIS EASEMENT MAY BE USED BY ALL UTILITIES.
6. ALL FRONT BUILDING SET-BACK LINES ARE 20.00 FT. UNLESS NOTED
7. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
8. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRICAL SERVICE.
9. SIDEWALKS ON LOTS 1, 2, 26 & 29, SHALL BE THE RESPONSIBILITY OF DEVELOPER. SIDEWALKS ON LOTS 3-25, 27, 28, & 30-32, SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT THE TIMES OF BUILDING PERMIT ISSUANCE.
10. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
11. THE PROPERTY IS ZONED PLANNED RESIDENTIAL DEVELOPMENT (PRD), 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.

CERTIFICATE OF SURVEYING ACCURACY

I, MARION SCOTT FOSTER, 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 AREA 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. 1467
STATE OF ARKANSAS

CERTIFICATE OF AUTHORIZATION
WHITE-DATERS & ASSOCIATES, INC.
#538
ARKANSAS - ENGINEER

NO PORTION OF THIS PROPERTY IS LOCATED WITHIN THE 100 YEAR FLOOD BOUNDARY, AS SHOWN ON THE FLOODWAY, FLOOD BOUNDARY AND FLOOD INSURANCE WORK MAP FOR BENTON COUNTY, ARKANSAS. THIS PROPERTY IS IN ZONE X. (FIRM COMMUNITY PANEL # 05007C0090J, SEPT. 28, 2007)

WHITE-DATERS & ASSOCIATES, INC.
CIVIL ENGINEERING, LAND PLANNING & DEVELOPMENT, SURVEYING
24 RAHLING CIRCLE LITTLE ROCK, ARKANSAS 72223

Survey By:	Drawn By:	Checked By:	Approved By:

FINAL PLAT

LOTS 1-33

HAWTHORNE HEIGHTS PHASE II

AN ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS

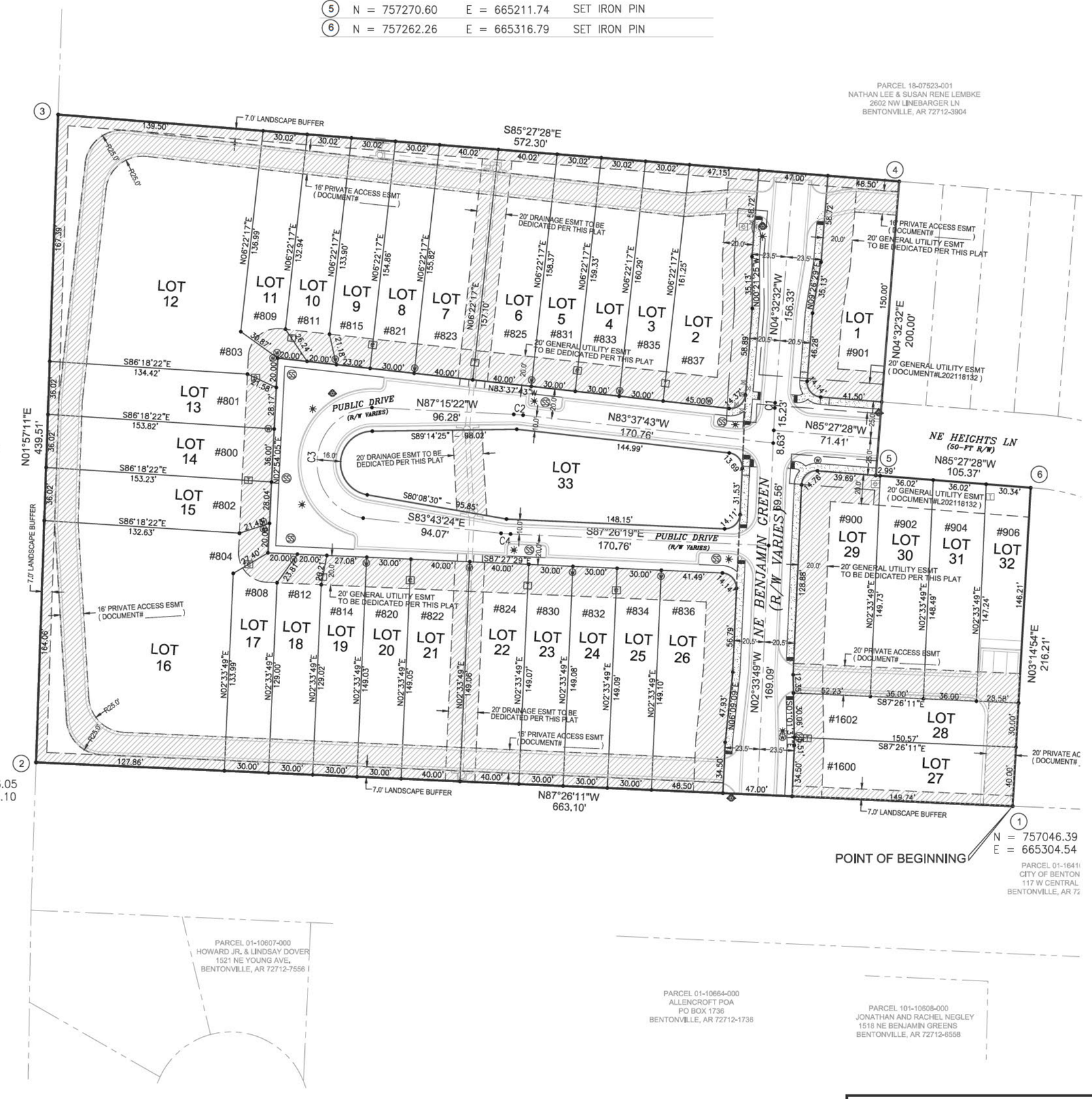
Revised		
Date	08-23-21	
Scale	Hor.	Vert.
Sheet	1 of 3	
FP21-0004		

ARKANSAS STATE PLANE
COORDINATES (NAD83 NORTH ZONE)

(1)	N = 757046.39	E = 665304.54	FND. 1/2" REBAR
(2)	N = 757076.05	E = 664642.10	FND. 1/2" REBAR
(3)	N = 757515.30	E = 664657.08	FND. IRON PIN
(4)	N = 757469.97	E = 665227.58	SET IRON PIN
(5)	N = 757270.60	E = 665211.74	SET IRON PIN
(6)	N = 757262.26	E = 665316.79	SET IRON PIN

LEGEND

- water valve
- fire hydrant
- water meter
- street light
- electric transformer
- electric box
- power pole
- guy wire
- sanitary sewer manhole
- junction box–drainage
- surface inlet–drainage
- curb 'nlet–drainage
- curb and gutter
- concrete
- straight headwall–drainage
- L–type headwall–drainage
- flared end section–drainage



60 0 60

Scale 1" = 60 ft

LOT AREA

	SQ.FT.	ACRE
LOT 1	7,475	0.172
LOT 2	8,295	0.190
LOT 3	4,823	0.111
LOT 4	4,794	0.110
LOT 5	4,766	0.109
LOT 6	6,309	0.145
LOT 7	6,258	0.144
LOT 8	4,660	0.107
LOT 9	4,562	0.105
LOT 10	4,503	0.103
LOT 11	4,541	0.104
LOT 12	22,760	0.522
LOT 13	5,470	0.126
LOT 14	5,527	0.127
LOT 15	5,426	0.125
LOT 16	21,486	0.493
LOT 17	4,427	0.102
LOT 18	4,370	0.100
LOT 19	4,441	0.102
LOT 20	4,471	0.103
LOT 21	5,962	0.137
LOT 22	5,962	0.137
LOT 23	4,472	0.103
LOT 24	4,473	0.103
LOT 25	4,473	0.103
LOT 26	7,482	0.172
LOT 27	6,000	0.138
LOT 28	4,551	0.104
LOT 29	7,956	0.183
LOT 30	5,368	0.123
LOT 31	5,323	0.122
LOT 32	4,322	0.099
LOT 33	14,416	0.331

PRD ZONING BUILDING SETBACK

FRONT	20-FT
SIDE	3-FT
REAR	20-FT
GARAGE	25-FT

CENTERLINE CURVE DATA

CURVE	LENGTH	DELTA	TANGENT	RADIUS
C1	3.45'	1°58'43"	1.73'	100.00'
C2	6.33'	3°37'39"	3.17'	100.00'
C3	111.60'	10°37'05"	1124.42'	37.75'
C4	6.48'	3°42'56"	3.24'	100.00'

LEGAL DESCRIPTION - PHASE 2

LOT 59, HAWTHORN HEIGHTS, AN ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS

WHITE-DATERS & ASSOCIATES, INC.
CIVIL ENGINEERING, LAND PLANNING & DEVELOPMENT, SURVEYING
24 RAHLING CIRCLE LITTLE ROCK, ARKANSAS 72223

Survey By:	Drawn By:	Checked By:	Approved By:

FINAL PLAT

LOTS 1–33

HAWTHORNE HEIGHTS PHASE II

AN ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS

Revised		
Date	08–23–21	
Scale	Hor. 1"=60'	Vert.
Sheet	2 of 3	
FP21–0004		

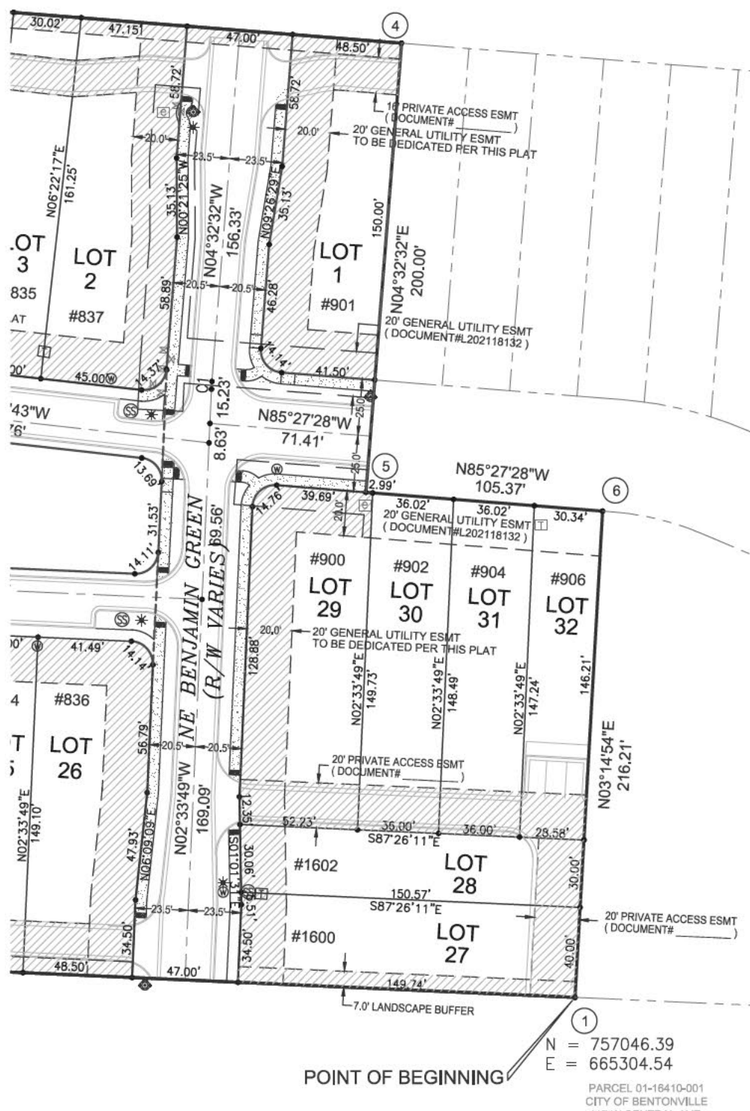
CENTERLINE CURVE DATA				
CURVE	LENGTH	DELTA	TANGENT	RADIUS
C1	3.45'	1°58'43"	1.73'	100.00'
C2	6.33'	3°37'39"	3.17'	100.00'
C3	111.60'	10°37'05"	1124.42'	37.75'
C4	6.48'	3°42'56"	3.24'	100.00'

PRD ZONING BUILDING SETBACK

FRONT	20-FT
SIDE	3-FT
REAR	20-FT
GARAGE	25-FT

LEGEND

- water valve
- fire hydrant
- water meter
- street light
- electric transformer
- electric box
- power pole
- guy wire
- sanitary sewer manhole
- junction box–drainage
- surface inlet–drainage
- curb inlet–drainage
- curb and gutter
- concrete
- straight headwall–drainage
- L–type headwall–drainage
- flared end section–drainage



PARCEL 18-07523-001
NATHAN LEE & SUSAN RENE LEMBKE
2602 NW LINEBARGER LN
BENTONVILLE, AR 72712-3904

LOTS 1-23, 56 & 59 HAWTHORNE HEIGHTS PHASE I (DOCUMENT#L202118132)

NE HEIGHTS LN (50-FT R/W)

NE J STREET

NE CHAPEL HILL DR

PARCEL 18-07523-000
PAULA K. HENRY
2101 NE J ST.,
BENTONVILLE, AR 72712-8542

PARCEL 01-11774-000
PAUL K & LORI L HATCH
1115 NE ST IVES RD.
BENTONVILLE, AR 72712-8448

PARCEL 01-11773-000
NATHAN A I & TRACEY M MCCLURE
1113 STIVES RD.
BENTONVILLE, AR 72712-8448

PARCEL 01-11772-000
MICHELLE S HOFFMAN
1111 NE ST. IVES RD.
BENTONVILLE, AR 72712-8448

PARCEL 01-11771-000
CLINTON AND KELSEY WEBSTER
1109 NE ST. IVES RD.
BENTONVILLE, AR 72712-8448

PARCEL 01-11770-000
ANDREW J. NEWTON
1107 NE ST. IVES RD.
BENTONVILLE, AR 72712-8448

PARCEL 01-11769-000
DANIEL J. & EMUEJEVOKE E. ELSTEIN
1105 ST IVES RD.
BENTONVILLE, AR 72712

PARCEL 01-11768-000
BEN J. & AMENDA A. LACY
1103 NE ST. IVES RD.
BENTONVILLE, AR 72712

PARCEL 01-11767-000
SCOTT & STEPHANIE MCCAULEY
1101 NS ST IVES RD.
BENTONVILLE, AR 72712

PARCEL 01-11797-000
CHAPEL HILL ASSOCIATES LLC
1805 NE CHAPEL HILL DR.
BENTONVILLE, AR 72712

PARCEL 01 11727-000
KERRY L KOTOUC TRUST
1625 NE ROCK ST.
BENTONVILLE, AR 72712-8444

PARCEL 01-16410-001
CITY OF BENTONVILLE
117 W CENTRAL AVE.
BENTONVILLE, AR 72712-5256

BENCHMARK
SAN. SEWER MANHOLE LID
N - 756928.33
E - 665564.37
ELEV - 1214.83

SE CORNER
SE 1/4 NW 1/4
SECTION 20
T-20-N, R-30-W

PARCEL 01-10664-000
ALLENCROFT POA
PO BOX 1736
BENTONVILLE, AR 72712-1736

PARCEL 101-10608-000
JONATHAN AND RACHEL NEGLEY
1518 NE BENJAMIN GREENS
BENTONVILLE, AR 72712-6558

PARCEL 01-10609-000
MITCHELL TAYLOR ROSS
& ALISHA ANN STAGGS
1516 NE BENJAMIN GREENS
BENTONVILLE, AR 72712-8588

PARCEL 01-10664-000
ALLENCROFT POA
PO BOX 1736
BENTONVILLE, AR 72712-1736

PARCEL 01-10562-000
TERESA WREN & THOMAS WREN
1519 NE DYSART WOODS LANE
BENTONVILLE, AR 72712-8594

PARCEL 01-10563-000
MATTHEW AND ASHLEY HOLDAWAY
1521 NE DYSART WOODS LANE
BENTONVILLE, AR 72712-8594

PARCEL 01-10564-000
TERRY AND JILL PIKE
1523 NE DYSART WOODS LANE
BENTONVILLE, AR 72712-8594

HAWTHORNE HEIGHTS PHASE - 1:

INSTUMENT NO. L202118132

60 0 60

Scale 1" = 60 ft

ARKANSAS STATE PLANE
COORDINATES (NAD83 NORTH ZONE)

1	N = 757046.39	E = 665304.54	FND. 1/2" REBAR
2	N = 757076.05	E = 664642.10	FND. 1/2" REBAR
3	N = 757515.30	E = 664657.08	FND. IRON PIN
4	N = 757469.97	E = 665227.58	SET IRON PIN
5	N = 757270.60	E = 665211.74	SET IRON PIN
6	N = 757262.26	E = 665316.79	SET IRON PIN

WHITE-DATERS & ASSOCIATES, INC.
CIVIL ENGINEERING, LAND PLANNING & DEVELOPMENT, SURVEYING
24 RAHLING CIRCLE LITTLE ROCK, ARKANSAS 72223

Survey By:	Drawn By:	Checked By:	Approved By:

FINAL PLAT

LOTS 1–33

HAWTHORNE HEIGHTS PHASE II

AN ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS

Revised		
Date	08–23–21	
Scale	Hor. 1"=60'	Vert.
Sheet	3 of 3	
FP21–0004		

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A FINAL PLAT OF HAWTHORNE HEIGHTS PHASE 2 TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: FP21-0004).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of Hawthorne Heights Phase 2, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 7, 2021; and,

WHEREAS, said final plat is attached hereto as Exhibit "A"; and,

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

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

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

Section 1: That the final plat of Hawthorne Heights 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 final plat by certifying said acceptance on the approved final plat.

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

Item Type: (*Check Applicable Item Type)*

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

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

Ordinance amending Chapter 18 of the Bentonville Municipal Code to add Article 18-IV creating a business registry and requiring an annual business license for all businesses and non-profits with physical locations in the city limits of Bentonville.

Estimated Cost	**$111,000.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

MEMO

TO: **City Council**
FROM: **Administration**
CC DATE: **December 14, 2021**
RE: **Business Licenses**

City of Bentonville staff is seeking approval of an ordinance creating a business registry and requiring an annual business license for all businesses and non-profits with physical locations in the city limits of Bentonville.

This establishes a formal Life Safety Inspection program to ensure businesses are operating in a manner that is safe for its occupants, visitors and the city. Additionally, Chapter 6 Commerce and Industry of the Bentonville Community Plan recommends implementing a business registration or licensing system to better track and quantify growth and shifts in commercial and industrial sectors.

Benefits. A business license benefits individual businesses, the City of Bentonville, the Bentonville Area Chamber of Commerce, the Bentonville Advertising and Promotions Commission (A&P), and Downtown Bentonville, Inc. (DBI).

To the Business:

- Provides a life safety inspection to help protect owner and employee lives.
- Provides business owners with a checklist of items either to complete or review before opening for operation. This facilitates a more efficient process to start a business.
- Clearly defines the City's expectations on the steps a business owner must take to open a business.
- Businesses can show they have been deemed compliant and safe to operate in the City.

To the City:

- For emergencies – having contact information and knowing of any potential hazards that may impact how an emergency is addressed will help protect our fire fighters.
- To ensure businesses are operating in a facility that adequately meets fire and safety codes.
- To ensure businesses are operating in the correct zoning district.

To the A&P / Chamber of Commerce/ DBI:

- Identify the type of businesses coming into town and provide a means of tracking for economic development.

Applicability. The intent is for any new or existing business to obtain a business license for each location to ensure a proper life safety inspection is conducted. It includes home-based businesses, mobile food vendors, and any temporary or seasonal businesses. Non-profits with a

location in the city limits are required to get a permit, but are not required to pay the fee. Persons under age 18 or engaged in fundraising drives would not be required to obtain a business license.

Administration. The program would be administered by the Business License Coordinator, with the following responsibilities:

- Administration and management of business licensing program
- Start-up support for new businesses needing guidance with city codes and processes.
- Gather and provide up-to-date data on businesses in Bentonville.
- Serve as a liaison to the business community.
- Provide support for business-related permits, such as outdoor vendor and parklets.

Process. Applications will be set up in the eTrakit permitting system. This allows for online submittal of the application and payment. The Business License Coordinator will send out an initial review to the Planning Department for Zoning Code compliance. Once shown to comply with the Zoning Code, Fire Safety will schedule the Fire Safety Inspection. If the building passes the fire safety inspection or receives its certificate of occupancy, the Business License Coordinator will issue the business license. The application will be simple and straightforward for ease of use.

Costs. The cost to implement a business license system includes one new staff person, equipment for new staff and set up of the application and permitting in TrakIt.

Business License Coordinator:	$86,000/yr (salary and benefits)
Workstation and supplies:	$ 5,000
TrakIt Setup:	$20,000
Total first year estimate:	$111,000

This does not include Fire Department time for inspections or Planning Department time for zoning verification.

License Fee. The intent of requiring a fee to apply for a business license is to establish a value to the license and contribute to the cost of administration. It is not the intent for the business licenses fees to be revenue generating. Therefore, staff is recommending a flat annual business license fee of $35. We estimate the number of businesses to be between 2,500 and 3,500. With the proposed flat fee, that would contribute between $87,500 and $122,500 toward the cost to administer the program.

Process for Program Implementation. Upon adoption of the ordinances, the city will hire the Business License Coordinator, work with TrakIt to development the application, notify businesses of the new requirements, and implementation to begin July 2022.

Recommendation. City staff supports and recommends approval of an ordinance establishing a Bentonville business license.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18 OF THE BENTONVILLE MUNICIPAL CODE TO ADD ARTICLE 18-IV; CREATING A BUSINESS REGISTRY AND REQUIRING ANNUAL BUSINESS LICENSES FOR ALL BUSINESSES AND NON-PROFITS WITH PHYSICAL LOCATIONS IN THE CITY LIMITS OF BENTONVILLE; AND FOR OTHER PURPOSES.

WHEREAS, collecting accurate business and employee data will help the City better track business growth, employment, and development;

WHEREAS, a precise compilation of new businesses entering Bentonville, and their addresses will assist, Central Dispatch by keeping their 911 information up-to-date;

WHEREAS, accurate reporting of flammable or explosive material storage will increase safety for Bentonville Fire Fighters responding to building fires; and

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby adopts *Chapter 18-IV Business Licenses* and amends the Bentonville Municipal Code as provided for in Attachment A, one electronic and one paper copy of which is on file with the City Clerk and is hereby referred to, adopted, and made part hereof as though it were copied herein fully;

Section 2: That the City Council of the City of Bentonville, Arkansas hereby determines that this Ordinance shall go into effect on January 1, 2022 to begin the issuance process of business licenses with the requirement that all affected entities shall have applied for the business registry and received their licenses by September 30, 2022 that will be effective through December 31, 2023;

Section 3: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Attachment A
Article 18-IV Business Licenses

Sec 18-101 Business License Required

Establishments that meet the applicability requirements of Sec. 18-102, unless specifically exempted in Sec. 18-103 or by State law, shall apply for and obtain an annual business license prior to conducting business, and shall annually renew such license as long as the business continues to operate.

Sec 18-102 Applicability of Business License Requirement

(a) *Physical address in Bentonville.* All businesses, institutions, corporations, LLCs, LLPs, partnerships, non-profit associations or corporations, sole proprietorships, individuals, home occupation, or other non-governmental entities in any trade, service, or occupation that operates out of a physical address within the Bentonville city limits shall be required to apply for and obtain a City of Bentonville business license in accordance with this Article.

(b) *No physical address in Bentonville.* Any businesses, institutions, corporations, LLCs, LLPs, partnerships, non-profit associations or corporations, sole proprietorships, individuals, or other non-governmental entities doing business in Bentonville but operating out of a physical address not located within the Bentonville city limits shall also obtain a license, unless they can provide a current, valid license from another city within the State of Arkansas.

(c) *Each place of business*. Any person having more than one place of business within the city shall obtain a license for each principal business location. Any auxiliary locations used in connection with the activities of the principal business location shall not require a separate business license, and shall be noted and included upon the business license issued for the principal business location.

(d) *Religious entities.* Churches and other religious institutions are exempt from this article unless they are performing business functions such as daycare or education that must be licensed by the State or that generate revenue upon which State sales or use taxes must be paid. The Bentonville Business License shall not be required for the religious entity but only for those functions that require a State license or upon which State sales or use taxes must be paid.

(e) *Multiple businesses.* Any person engaged in two or more trades, callings, vocations, businesses, or professions at the same location, shall only be required to apply for one license and pay one fee.

Sec. 18-103 Exemptions from business license requirement

The following persons, entities, and establishments are exempt from the license requirement:

(a) Persons under eighteen years of age;

(b) Persons engaged in fundraising drives or enterprises for the public benefit such as schools or city government; or

(c) Temporary businesses associated with festivals and events for the time period of the festival or event.

Sec. 18-104 Application and renewal of business license

(a) *Application required.* Every applicable business or other establishment identified in Sec. 18-102 shall be required to submit an application for a business license and pay the appropriate fee as set forth in Sec. 18-105. Business licenses shall be issued for a fiscal year of January 1 to December 31.

(b) *New businesses.* New businesses, businesses locating to Bentonville, or entities to which these provisions become applicable in the future shall submit an application for a business license within two months of their move into Bentonville or commencement of activities in Bentonville.

(c) *Renewal required annually.* Every applicable business or other entity identified in Sec. 18-102 shall renew their license annually and pay the renewal fee in accordance with Sec. 18-105. Annual renewals for existing business license holders shall be completed between November 1 and December 31 each year.

Sec. 18-105 Schedule of fees for business license

(a) *Business License Fees.* The fee for a business license is a flat annual rate of $35.00 (thirty-five dollars) per license. The business licenses fee will be waived for a non-profit businesses that provide documentation of non-profit status.

(b) *Penalties for neglecting or refusal to pay fees*. All persons failing, neglecting, or refusing to pay their licenses fee within 45 days from the renewal date shall be subject to penalties as follows:

Days after Due Date	**Late Fee Charge**
45 to 75 days	10% of amount due
76-135	20% of amount due
136 or more days	40% of amount due

Such penalties shall be in addition to any fines which may be levied as a result of the violation of this article. If a business is closed and is no longer in operation after late fees have accrued, a new business license shall not be issued to the same business, and/or business owners, until all fees accrued up to the date of the closing of the original business have been paid in full.

Sec. 18-106 Application and review process

(a) *Application submittal.* Owners of businesses that meet the applicability requirements in Sec. 18-102 and which do not meet any exemption criteria established in Sec. 18-103, shall submit a complete application for a business license consistent with the policies and procedures established by the City.

(b) *Payment of fees.* Fees for a business license, in accordance with Sec. 18-105, must be paid at the time of application for a business license.

(c) *Departmental review.* Once an application has been submitted and the fee is paid, the Planning Department will review for compliance with the Zoning Code and the Fire Marshall will review for compliance with the Fire Code.

(d) *Issuance of license.* The Business License Coordinator or designee shall promptly issue a business license to any applicable business or entity which properly completes the application for a business licenses, pays the proper fee, receives approval from all required departments, and is not ineligible for a business license because of prior suspension or revocation of the license, lack of a required State or city permit, or violation of State law or city ordinance.

Sec. 18-107 Inspection of licensed premises

Whenever inspections of the premises used for or in connection with the operation of a licensed business or occupation are provided for or required by Ordinance, or are reasonably necessary to secure compliance with any Ordinance provision or to detect violations thereof, it shall be the duty of the licensee, or the person in charge of the premises to be inspected, to admit thereto, for the purpose of making the inspection, any officer or employee of the city who is authorized or directed to make such inspections at any reasonable time admission is requested.

Sec. 18-108 Refusal to issue business license

(a) *Authority to refuse.* The Business License Coordinator has the authority to deny the issuance of a business license if any departmental reviews are denied or if the applicant or business has had a prior suspension or revocation of a license, lacks a required State or city permit, or is in violation of State law or city ordinance.

(b) *Right to appeal.* If the Business License Coordinator refuses to issue a business license, the applicant can appeal the decision to the Dispute Resolution Committee in the same manner prescribed for an appeal of the decision to suspend or revoke a business license in Sec. 18-112.

Sec. 18-109 Business license nontransferable or assignable

The business license is not transferable, nor assignable. Upon the sale, merger, or transfer of business ownership, the new owner must apply for a new business license within 30 days of the date of transfer or reopening of the business.

Sec. 18-110 Display of business license

Every business and other entity receiving a business license shall prominently display the business license near any other licenses required for the business and issued by a government entity. The business license shall be displayed where customers or visitors entering the establishment will be able to view the business license.

Sec. 18-111 False statements in application for license

It shall be unlawful to willfully and knowingly make any false statement in the application for a business license for the purpose of defrauding the city of its license fee.

Sec. 18-112 Suspension and Revocation of Business License

(a) *Grounds for suspension or revocation of business license.*

(1) Valid complaints that the Business License Holder is operating the business in a dangerously unsanitary or unhealthy manner, or in such manner as to unreasonable and adversely affect the peace, health, or safety of neighbors or other Bentonville residents.

(2) The determination that the premises is a fire hazard or otherwise unsafe for occupancy because of violations of building, zoning, property maintenance, or fire codes.

(3) The business is delinquent in submitting Hotel, Motel, and Restaurant or City alcohol tax forms or in payment of the City's Hotel, Motel, and Restaurant taxes or any other city or State taxes or required fees.

(4) The business is being operated in violation of any federal or state law or city ordinance or has had a necessary state or city license suspended or revoked.

(5) The business license was procured through fraud or misrepresentation.

(b) *Notice.* If the Business License Coordinator has reason to believe that grounds exist that could justify the suspension or revocation of a business license, the Business License Coordinator shall mail a letter to the Business Mailing Address shown on the application by first class mail notifying the business owner of the possible grounds to suspend or revoke the license and setting a date by which the deficiencies shall be cured. The Business License Coordinator shall also telephone the business owner using the business phone number provided on the application (as well as the emergency phone number if the owner cannot be reached on the business phone number) and provide the same information as is within the letter.

(c) *Appeal to Dispute Resolution Committee.* Any person or entity whose license has been suspended or revoked pursuant to this section may appeal such suspension or revocation to the Dispute Resolution Committee by providing the Business License Coordinator with a written request for review within ten business days of the issuance of the suspension or revocation. The Dispute Resolution Committee may then determine, after a public

hearing in which the business license owner may present evidence and explanations, whether the business owner's license should be suspended for not more than thirty (30) days, revoked because of the grounds presented, or that no suspension or revocation is warranted.

Sec. 18-113 Penalty

Any person doing business in the city without first paying for and obtaining a business license provided for in this article, shall, upon conviction, be deemed guilty of a violation of the Bentonville Municipal Code and subject to the penalty provisions contained in Sec. 1-8 of the Bentonville Municipal Code.

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to support the installation of temporary artwork titled "Buffalo River Float" by artist Brandon Bullete on the Razorback Greenway trail segment behind Compton Gardens. The installation honors Dr. Neil Compton's role in saving the Buffalo River and celebrating the 50th anniversary of its designation as the first national river. The Peel Compton Foundation is the curator and the Bentonville Advertising and Promotion Commission is providing funding for the installation. There is no cost to the city. Memo and proposal attached.

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Artwork is funded by the Bentonville Advertising and Promotion Commission.

MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
On behalf of: Bentonville Public Art Advisory Committee
CC date: December 14, 2021
RE: "Buffalo River Float" Trail Mural

The Peel Compton Foundation is seeking approval to install temporary art titled "*Buffalo River Float*" by Brandon Bullete on the Razorback Greenway trail segment behind Compton Gardens. The installation honors Dr. Neil Compton's role in saving the Buffalo River and celebrating the 50th anniversary of its designation as the first national river.

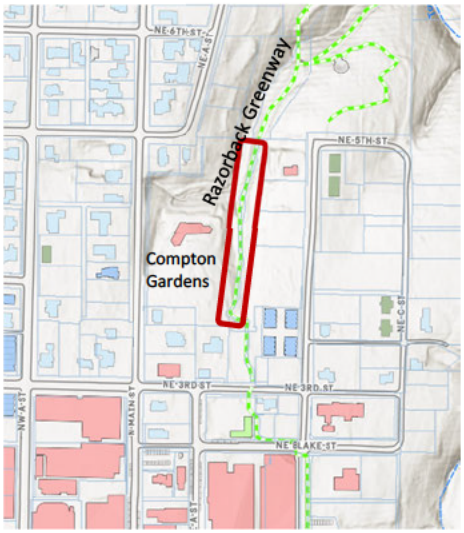
Please see the attached proposal for the narrative about the artwork. Peel Compton Foundation is curating the artwork and providing short term maintenance and the Bentonville Advertising and Promotion Commission is funding the installation. There is no cost to the city.

The artwork has been recommended for approval by the Public Art Advisory Committee (PAAC) and the Parks and Recreation Advisory Board (PRAB).

PAAC approved: 11/09/21

PRAB approved: 12/06/21

Proposed Display Site
Razorback Greenway
behind Compton Gardens



Print

Public Art Proposal - Submission #1128

Date Submitted: 11/8/2021

Proposal for Public Art

Is the proposal independent or in response to a request for proposals?

- (•) Independent Proposal
- ( ) RFP - This is the Place

Date*

11/8/2021

1) CONTACT INFORMATION

Complete this section with the primary contact for this project, which may include someone other than the artist, such as a curator or organization donating artwork to be placed on public property.

Name	Title	Organization Name
Jennifer Martinez Belt	Director of Development	Peel Compton Foundation

Street Address	City	State	Zip Code
312 N Main St	Bentonville	AR	72712

Email Address	Phone Number
jennifer.belt@peelcompton.org	479-254-3870

2) ARTIST INFORMATION

Name*	City*	State*
Brandon Bullette	Fayetteville	AR

Email Address	Phone Number
brandonbulletteart@gmail.com	479-313-2542

Upload artist resume / CV*

B.Bullette.Resume.pdf

Artist portfolio*

B.Bullette.Portfolio.pdf

Provide at least three (3) images of previous artwork. Include title, date, media, location and brief description.

Artist website

https://www.brandonbulletteart.com/

For Collaborative Proposals:

Please use this section to provide information for partnering artists.

Name	City	State
Elyse Partee	Bentonville	AR

Upload artist resume/CV

Choose File No file chosen

Artist portfolio

Choose File No file chosen

Provide at least three (3) images of previous artwork. Include title, date, media, location and brief description.

Artist website

3) ARTWORK DETAILS

Title of artwork*

Buffalo River Float

Provide the title of the artwork. This will be used for all agreements, signage and promotions.

Medium*

acrylic paint and water based primer

What are the primary materials in the artwork?

Location*

Razorback Greenway Trail segment going from Compton Gardens entrance; along the trail for approximately 200 ft. on the Greenway trail as it runs parallel to the building on Compton Property. The piece's boundary would end as the trail turns out of the park just before the dip and the turn off to the Compton Garden's water feature, Cindy Springs.

Indicate recommended location for the proposed artwork by providing a street address or name of park or city facility.

Height*

0

Width and depth*

10'x200'

Description of artwork*

"Buffalo River Float" showcases spots along the Buffalo National River that were dear to Dr. Neil Compton and others that visit the Buffalo in honor of Dr. Compton's role in saving the Buffalo and the creation of the first national river. The piece contains imagery of monarchs in various stages of flight and stance interacting with the following flowers; purple coneflower, redbud tree, liatris, yellow wood tree and the orange butterfly weed. There is an image of Dr. Neil Compton in his canoe, steering, with an unnamed buddy in the front, paddling. They are located before an outcropping of bluffs and a riverbank to their right. A canoeist is in front of them. The text "50th ANNIVERSARY" is floating in four spots approximately equidistant from one another; two of which face north and two of which face south. The text "1st NATIONAL RIVER" is displayed on a ribbon that is blowing through the wind. They accompany each of the Anniversary texts respectively in placement and cardinal direction. There is a scene of Amber Falls along the Buffalo River. The Falls are in the foreground as a family with a dog hike towards
the falls from the distance located in the background. There is also a placid scene of the Buffalo River from an aerial view; bluffs on the right, riverbank on the left.

You may either type directly into this application form or attached a Word or PDF document. If attaching a document, type in "see attachment" here to ensure the application is complete.

Upload description of artwork

Choose File No file chosen

Upload image of artwork*

Compton Mural Proposal.pdf

Provide at least one detailed sketch, drawing or digital illustration of the proposed artwork. Proposal illustrations should accurately and clearly describe the work, including dimensions, materials and an accurate portrayal of the final artwork.

4) INSTALLATION AND MAINTENANCE

Is the proposal for temporary or permanent display?*

- (•) Temporary
- ( ) Permanent

If temporary, what is the requested display period?*

- (•) 1 year
- ( ) 2 years
- ( ) 3 years or more
- ( ) Not applicable

Is the artwork already complete?*

- ○ Yes
- ◉ No

If artwork is complete, is it currently on display?*

- ○ Yes
- ○ No
- ◉ Not applicable

If artwork is currently on display, when will it be available?

mm/dd/yyyy

If artwork is not complete, how much time is needed for fabrication?*

- ○ 1-2 months
- ◉ 3-6 months
- ○ 7-10 months
- ○ 11 months or more
- ○ None - artwork is ready for installation

Is the artwork best suited for indoor or outdoor display?*

- ○ Indoor
- ◉ Outdoor
- ○ Both

Is a foundation required to install the artwork?*

- ○ Yes
- ◉ No

If a foundation is required, indicate the size and shape needed.

Does the artwork require access to electricity?*

- ○ Yes
- ◉ No

Does the artwork require access to water?*

- ○ Yes
- ◉ No

What is the life expectancy of the artwork?*

- ◉ 1-2 years
- ○ 3-6 years
- ○ 7-10 years
- ○ 11 or more years

Are there any special maintenance needs for this artwork?*

- ◉ Yes
- ○ No

If there are maintenance needs, please describe here.

This work is intended to last no more than 6 months given the foot traffic on the Greenway. The artist will occasionally touch up the paint, specifically throughout the anniversary month of March. When the paint becomes particularly patchy, the artwork will be power washed by Compton Gardens grounds staff.

5) BUDGET

Cost of materials*

$370.00

Cost of production*

n/a

Costs such as equipment rental.

Delivery and installation cost*

n/a

Include cost to transport artwork and rental fees for installation equipment. Travel, lodging and food are not eligible costs.

Artist's Fee*

$4,000

Total budget*

$4,370

The total budget should include materials, production, delivery and installation and artist's fee provided above.

If project is a temporary display, please upload budget.

Choose File No file chosen

Temporary displays should include cost to install, cost to deinstall, annual lease price, and purchase price.

6) FUNDING

What is the planned funding for this proposal?*

- ○ City of Bentonville funding as part of a request for proposals
- ○ Bentonville Convention and Visitors Bureau funding
- ○ Private funding
- ◉ Fundraising required

Is the artwork a donation to the City of Bentonville?*

- ○ Yes
- ◉ No

Brandon Bullette

Visual Artist; painter, muralist, Illustrator, graphic designer

2887 N Sunny Ln.
Fayetteville, AR 72703
(479) 313-2542
brandonbulletteart@gmail.com

Working with companies, organizations and individual clients to create illustrations, graphic designs, live painting events, workshops and murals. Active in the Northwest Arkansas area since 2015, having done public, commercial and residential murals in Fayetteville, Centerton, Springdale, Rogers and Bentonville. Has planned, prepared and executed each mural by proposed deadlines within budget. Looks for chances to create public art that brings positivity, brightness and that showcases a given cause.

SKILLS

Mural drafting and application

Portraiture

Landscape

Typography

Commissioned Illustration

EXPERIENCE

George's Majestic Lounge, Fayetteville AR- *Exterior Mural*

January 1st 2021- February 20th 2021

- Operated Lift up to 30'
- Communicated with Brian and staff daily to coordinate efforts
- Area prepped for paint splash daily
- Painted 27'x 50' mural of an epic space train blasting out of a wormhole, flying to earth expelling musicians that have performed at George's in the passing exhaust of the train.

Slime Studio, Rogers AR- *Interior Mural*

June 1st 2019 - July 6th 2019

- Loaded and unloaded equipment daily.
- Painted 2, 10'x 10' murals in corresponding bathrooms
- Painted the entirety of the shop's interior retail wall space. 2 walls at 40'x 16' each and a back wall at 20'x 16'

- Images were popular cartoon characters from Japanese animation studios

Casabella's Nail salon, Centerton AR - *Interior Mural*

June 20th - June 23rd 2019

- Communicated with the business owner to exact specifications of desired result.
- Performed efficiently to meet the owner's imposed deadline.
- Painted 40'x 16' mural depicting busy and colorful apartments with decorative windows and interior furniture piled on one another... in 3 days with brush and ladder.

Casabella's Nail Salon, Centerton AR *-Interior Mural*

June 1st- June 6th 2017

- Communicated with the business owner to exact specifications of decorative stylization.
- Painted 2, 20'x 16' murals of large golden and dark grey flowers filling the walls

Ozark Botanical Garden, Fayetteville AR -Exterior/ Interior Mural

February 1st- March 1st 2017

- Communicated with the office employees and the gardeners working daily to coordinate efforts
- Met deadline
- Painted a scene in the Children's Garden tree trunk. The mural was in a 5' dome with a 7' diameter, depicting scenes of active Arkansas wildlife and a few gnomes tooling around in a riparian zone.

EDUCATION

Missouri State University- *BFA Art and Design*

September 2004 - May 2009

Battle of Blossoms

Pedaler's Pub

Bentonville, AR

Dreamers

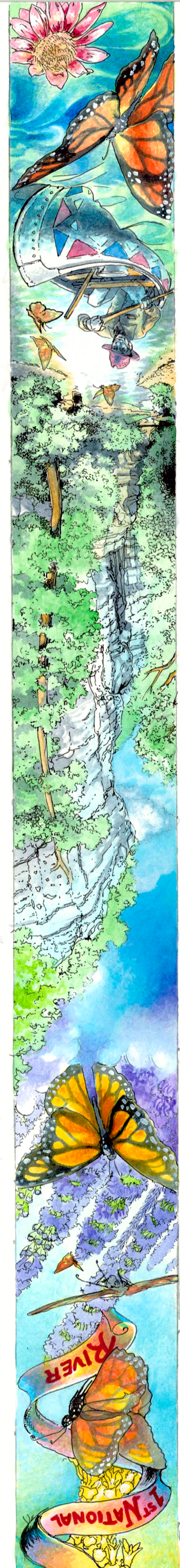
Skull Creek Trail

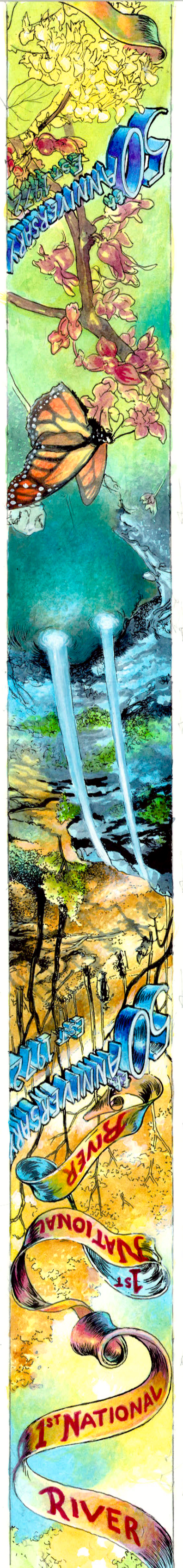
Fayetteville, AR

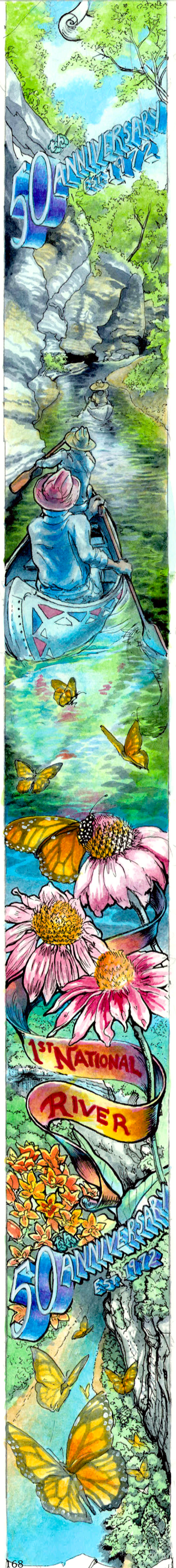
George's Majestic Lounge

Fayetteville, AR

Celebrating the heritage of live music in NWA.







- Purple Cone Flower
- Red Bud Tree
- Lichens
- Yellow Wood Tree - Sweet Gum
- Ohio Buckeye Weed
- White Oak
- Black
- Yellow
- Shellbar
- Swamp
- Red
- Purple
- Orange
- Photo blue
- Payne's Grey

RESOLUTION NO. _____

A RESOLUTION ENDORSING INSTALLATION OF TEMPORARY ARTWORK TITLED "BUFFALO RIVER FLOAT" BY ARTIST BRANDON BULLETE ON PUBLIC PROPERTY ON THE RAZORBACK GREENWAY BEHIND COMPTON GARDENS.

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013; and,

WHEREAS, the Public Arts Advisory Committee recommended approval of the artwork and location on November 11, 2021; and,

WHEREAS, the Parks and Recreation Advisory Board recommended approval of the artwork and location on December 6, 2021;

WHEREAS, Peel Compton Foundation is the curator, the Bentonville Advertising and Promotion Commission is providing funding, and there is no cost to the city;

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby endorses the installation of temporary artwork titled "Buffalo River Float" by artist Brandon Bullete on the Razorback Greenway behind Compton Gardens at no cost to the City of Bentonville.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

Item Type: (*Check Applicable Item Type)*

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

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

This item has been removed. **Resolution to support the installation of artwork titled "Mountain Biking Capital of the World" curated and funded by Runway Group. There is no cost to the city. Memo and proposal attached.**

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Artwork is being funded by Oz Art.

MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
On behalf of: Bentonville Public Art Advisory Committee
CC date: December 14, 2021
RE: "Mountain Bike Capital of the World" Artwork

The Runway Group is requesting approval to install artwork titled "*Mountain Bike Capital of the World*" in the Slaughter Pen Mountain Bike Park.

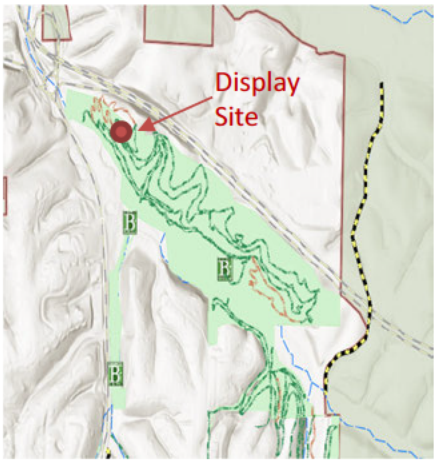
Please see the attached proposal for the narrative about the artwork. Runway Group is funding installation. There is no cost to the city.

The artwork has been recommended for approval by the Public Art Advisory Committee (PAAC) and the Parks and Recreation Advisory Board (PRAB).

PAAC approved: 12/14/21

PRAB approved: 12/06/21

Proposed Display Site
Mountain Bike Capital of the World



Proposed Artwork:

From: noreply@civicplus.com
To: Shelli Kerr
Subject: Online Form Submittal: Public Art Proposal
Date: Monday, September 13, 2021 10:34:16 AM

Public Art Proposal

Proposal for Public Art

Is the proposal independent or in response to a request for proposals?	Independent Proposal
Date	9/13/2021

CONTACT INFORMATION
Complete this section if someone other than the artist is completing the form, such as a curator or organization donating artwork to be placed on public property.

Name	JT Geren
Title	Marketing Manager
Organization Name	Runway Group
Street Address	125 W Central Ave
City	Bentonville
State	AR
Zip Code	72712
Email Address	jtgeren@runwaynwa.com
Phone Number	770-367-8523

ARTIST INFORMATION

Name	Runway Group
Address	125 W Central Ave
City	Bentonville
State	AR
Zip Code	72712

Email Address	jtgeren@runwaynwa.com
Phone Number	7703678523
Upload artist resume / CV	*Field not completed.*
Artist portfolio	*Field not completed.*
Artist website (if available)	*Field not completed.*

For Collaborative Proposals:
Please use this section to provide information for partnering artists.

Name	*Field not completed.*
Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
Email Address	*Field not completed.*
Phone Number	*Field not completed.*
Upload artist resume/CV	*Field not completed.*
Artist portfolio	*Field not completed.*
Artist website (if available)	*Field not completed.*

ARTWORK DETAILS

Title of artwork	Mountain Biking Capital of the World
Medium	Iron, Steel, Paint
Location	Slaughter Pen
Height	20 feet
Width and depth	40 feet
Description of artwork	A shipping container with a large globe on top. This piece of work will be a signal to all that they are in the heart of the Mountain

	Biking Capital of the World. (see attachment)
Upload narrative	*Field not completed.*
Upload image of proposed artwork	CONTAINER BRIDGE_V3.png
INSTALLATION AND MAINTENANCE	
Is the proposal for temporary or permanent display?	Permanent
If temporary, what is the requested display period?	Not applicable
Is the artwork already complete?	No
If artwork is complete, is it currently on display?	No
If artwork is currently on display, when will it be available?	*Field not completed.*
If artwork is not complete, how much time is needed for fabrication?	3-6 months
Is the artwork best suited for indoor or outdoor display?	Outdoor
Is a foundation required to install the artwork?	No
If a foundation is required, indicate the size and shape needed.	*Field not completed.*
Does the artwork require access to electricity?	No

Does the artwork require access to water?	No
What is the life expectancy of the artwork?	11 or more years
Are there any special maintenance needs for this artwork?	No
If yes, describe ongoing maintenance needs.	*Field not completed.*

BUDGET FOR PERMANENT DISPLAY

Complete this section if the proposal is for a permanent display. If not, type "0" in the space provided to ensure the application is complete.

Upload detailed budget	*Field not completed.*
Purchase price	*Field not completed.*
Delivery and installation cost	*Field not completed.*
Total budget for permanent display	*Field not completed.*

BUDGET FOR TEMPORARY DISPLAY

Complete this section if the proposal is for a temporary display. If not, type "0" in the space provided to ensure the application is complete.

Upload detailed budget	*Field not completed.*
Annual lease amount	*Field not completed.*
Annual insurance cost	*Field not completed.*
Total annual cost	*Field not completed.*
Installation cost	*Field not completed.*
Deinstallation cost	*Field not completed.*
Total cost	*Field not completed.*
Purchase price	*Field not completed.*

Can the lease amount be credited to the purchase price?	*Field not completed.*
FUNDING	
What is the planned funding for this proposal?	Private funding
Is the artwork a donation to the City of Bentonville?	Yes

Email not displaying correctly? View it in your browser.

Slaughter Pen – Mountain Biking Capital of the World

Current

Proposed

RESOLUTION NO. _____

A RESOLUTION ENDORSING INSTALLATION OF ARTWORK TITLED "MOUNTAIN BIKE CAPITAL OF THE WORLD" CURATED BY THE RUNWAY GROUP ON PUBLIC PROPERTY IN THE SLAUGHTER PEN MOUNTAIN BIKE PARK.

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013; and,

WHEREAS, the Parks and Recreation Advisory Board recommended approval of the artwork and location on December 6, 2021;

WHEREAS, the Public Arts Advisory Committee recommended approval of the artwork and location on December 14, 2021; and,

WHEREAS, the Runway Group is curating and funding the artwork and there is no cost to the city;

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby endorses the installation of artwork titled "Mountain Biking Capital of the World" curated by the Runway Group in the Slaughter Pen Mountain Bike Park at no cost to the City of Bentonville.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Planning**
Submitted by	**Tyler Overstreet**
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):*

Appointment of Dean Kruithof to fill one of two positions on the Board of Adjustment. The position was vacated by Jan Holland who declined reappointment. Dean is a retired City Manager with over 40 years of municipal management experience. He has been a resident of Bentonville for the last eight years. His first term will expire on December 31, 2026.

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

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

MEMO

To:	City Council Members and City Clerk
From:	Stephanie Orman, Mayor
CC date:	December 14, 2021
RE:	**Appointment of Dean Kruithof to the Board of Adjustment**

I recommend Dean Kruithof for appointment to the Board of Adjustment to fill one of two vacancies. His municipal management experience will be a valuable asset to the Board of Adjustment and City of Bentonville.

This will be a first term, which will expire on December 31, 2026.

Stephanie Orman

RECEIVED
11/02/21

Boards and Commissions Application Form

Applicant Information

First Name	Dean
Last Name	Kruithof
Address	[redacted]
City	Bentonville
State	Arkansas
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	
Length of Bentonville Residency	8 Years
Employer	Retired City Manager
Occupation	Retired City Manager
Business Phone	[redacted]

(Section Break)

References

Please provide 2 references

Name	Patti Leith
Email Address	[redacted]
Address	
City	Bentonville
State	Arkansas
Zip Code	72712
Phone Number	[redacted]

Name	Randy Brown
Email Address	[redacted]
Address	
City	Bentonville
State	Arkansas
Zip Code	72712
Phone Number	[redacted]
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Advertising & Promotion Commission, Board of Adjustment, Ozark Regional Transit Authority, Parks and Recreation Advisory Board, Planning Commission, Utility Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I hold degrees in public administration and have over 40 years of municipal management experience in five states including Arkansas. A great deal of this experience revolves around municipal planning, development, and operations.
2. Why would you like to be considered for appointment to this commission or board?	I have recently retired from a long career in city management which included service in Wichita, KS; Stillwater, OK; Pittsburg, KS; DeKalb, IL; Fort Smith, AR; Branson, MO; and Miami, OK. My wife, Cynthia, and I established our home in Bentonville when she accepted an executive position with Arrest Bank (which she still holds) in Northwest Arkansas. While retired, I am certainly not idle and am greatly enjoying the quality of life & place in Bentonville and the surrounding area. I would be very happy to serve in an appointed role with the city if my experience and background can help sustain and promote the positive development of this community.
3. What do you hope to be able to contribute?	My reply overlaps with Question 2. Bentonville and Northwest Arkansas are consistently listed in the top 5 or 10 places to live

	in the nation related to quality of place and economic opportunity. I see this primarily as a result of a clear vision and innovation related to what this area can be. I hope my broad experience can help bring focus and best practices to making this vision a reality. Simply put, my wife and I love it here and if I can help in any way to continue this progress, I would be happy to serve.

(Section Break)

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

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

(Section Break)

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

Agreement to Abide by Restrictions on Appointees	Dean Kruithof
Date	11/2/2021

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Planning**
Submitted by	**Tyler Overstreet**
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):*

Appointment of BJ Phillips to fill one of two positions on the Board of Adjustment. The position was vacated by Rustin Chrisco who declined reappointment. BJ is an architect with Burris Architecture and has been a resident of Bentonville for 29 years. His first term will expire on December 31, 2026.

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

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

MEMO

To:	City Council Members and City Clerk
From:	Stephanie Orman, Mayor
CC date:	December 14, 2021
RE:	**Appointment of BJ Phillips to the Board of Adjustment**

I recommend BJ Phillips for appointment to the Board of Adjustment to fill one of two vacancies. His experience and perspective as a practicing architect will be a valuable asset to the Board of Adjustment and City of Bentonville.

This will be a first term, which will expire on December 31, 2026.

Stephanie Orman

10/22/21

Boards and Commissions Application Form

Applicant Information	
First Name	BJ
Last Name	Phillips
Address	[redacted]
City	Bentonville
State	Arkansas
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	
Length of Bentonville Residency	29 years
Employer	Burris Architecture
Occupation	Architect
Business Phone	[redacted]

(Section Break)

References
Please provide 2 references

Name	Dave Burris
Email Address	[redacted]
Address	
City	Bentonville
State	Arkansas
Zip Code	72712
Phone Number	[redacted]

Name	Josh Siebert
Email Address	[redacted]
Address	
City	Fayetteville
State	arkansas
Zip Code	72701
Phone Number	[redacted]
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Board of Adjustment, Planning Commission
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I'm an architect practicing with Burris Architecture in Bentonville. I graduated from Bentonville in 1995 and the U of A School of Architecture in 2002. As an architect with Burris architecture, we regularly have projects going through the planning process with the City.
2. Why would you like to be considered for appointment to this commission or board?	I believe as a practicing Architect, my experience and conservative voice would be an asset to the Board of Adjustments or the Planning Commission. As a member of Bentonville community since 1992, I've seen a lot of change and I'd like to help shape that change in the future.
3. What do you hope to be able to contribute?	I would hope to be a voice of reason with a back ground and education in Architecture and planning. I've seen first hand how interpretations that are in question after review of planning staff can be heated topics. A sound conservative voice is always an asset in these situations.

(Section Break)

Qualifications for Serving

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

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

(Section Break)

Restrictions on Appointees

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

Agreement to Abide by Restrictions on Appointees	BJ Phillips
Date	10/22/2021

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
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):*

Change Order to the agreement with UFS for the 2020 Cost of Service Study for $10,708.75. Approved by Utility Board 5-0.

Estimated Cost	**$10,708.75**
Is this Item Budgeted?	☐ Yes ☑ No

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

Funds are available within Engineering account.

M E M O R A N D U M

DATE: December 14, 2021

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Change Order to UFS COS Study Agreement**

City of Bentonville staff seeks approval of the change order to the Cost of Service Study agreement with Utility Financial Solutions, Inc. (UFS) for $10,708.75.

In 2020, UFS services were retained to perform a cost of service study (rate study) for the Bentonville Electric Utility Dept. UFS was in the process of finalizing the presentation and report in January of 2021 to be presented to the City for approval. When the winter storm hit in February 2021, Bentonville made the decision to pause the study until the full impacts of the storm were made clear. Once the full impacts were realized, UFS had to examine how the electric rates would need to be modified to account for the storm. This involved re-evaluating the initial proposed rates, usage of reserves, and the possibility of obtaining a utility bond in order to pay for the "storm costs".

UFS performed all the required analysis and presented a proposed rate to the Utility Board and City Council during the September/October time frame, and was voted for approval on October 12, 2021.

There is sufficient funds in the Electric Dept. "Engineering Services" account to cover the change order.

Proposed Professional Services Agreement

Payment will be made through submission of invoice which itemizes the work performed.

Existing Approved Amount: **$44,500.00**
Additional Electric Analysis: **$10,708.75**

Hourly Rates *(travel is discounted at 50%)*

Mark Beauchamp	$ 320.00
Dawn Lund	$ 275.00
Dan Kasbohm	$ 245.00
Mike Johnson	$ 245.00
Chris Lund	$ 210.00
Joan Bakenhus	$ 145.00
Support Staff	$ 115.00 – 135.00

Work Items:

- Update Financial Projection and Cost of Service studies with year-end 2020 financial and billing data
- Sensitivity analysis on bonding for Winter Storm Cost and effect on rates
- City Services Analysis
- Meetings related to the above deliverables

Deliverables Pricing
Work hours will be billed at the hourly rates listed on this page.

We look forward to exceeding your expectations. Please sign, date, and return to clund@ufsweb.com at your earliest convenience.

Sincerely,

[redacted]

Mark Beauchamp, CPA, MBA, CMA
President, Utility Financial Solutions, LLC

Date: _____

Accepted By: _____
City of Bentonville

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
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):*

Change Order to the Ampirical agreement to perform engineering for the OH electric upgrades on SE "J" St. and SE 14th St. required for the WMT Campus Development for $312,934.00. This cost will be covered by Wal-Mart. Approved by Utility Board 5-0.

Estimated Cost	**$312,934.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Wal-Mart will pay for the engineering costs.

M E M O R A N D U M

DATE: December 14, 2021

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Change Order and WMT Agreement for the Engineering for Electric Upgrades for the WMT Campus**

Electric Dept. staff recommends approval of the change order to the Ampirical engineering agreement for $312,934.00 for the design of the OH electric relocation along SE "J" St. and SE 14th St. due to the Wal-Mart Global Campus.

Staff also recommends entering into an agreement with Wal-Mart (Addendum #5) stating that Wal-Mart will cover the cost of the engineering for this relocation. When the design reaches the 60% stage, an engineer's cost estimate for construction will be prepared and reviewed by both parties. At that time, a new agreement for Wal-Mart to cover the cost of construction will be entered into, similar to the previous agreements.

AMPIRICAL

CHANGE ORDER

BEUD
WMT T-Line/Substation Relocation

Doc. No.:	20081-BEUD-CO-PM-003
Project No.:	20081.14
Client Contract #	TBD
Rev. No./Date:	0 11/3/2021
Issue for:	Approval
File Loc.:	

To:
City of Bentonville
Stephanie Orman
Mayor
305 SW "A" Street
Bentonville, AR 72712
Phone: (479) 271-5941

Existing Contract No:

Date of Existing Contract:
8/11/2020

Description of Change:

Provide engineering, project management, and project controls support for the 14th Street Overhead Relocation project as outlined in Ampirical proposal letter dated October 27, 2021.

Time Effect on Schedule

New Work Scope

Estimated Change Costs:	**Project No.**	**Phase**	**Total**
14th Street Overhead Relocation - Engineering	20081.14		$312,934.00
Total Cost Change:			**$312,934.00**

Attachments:

1) 14th Street Overhead Relocation Proposal Letter (dated October 27, 2021)
2) Exhibit A - Ampirical 2021 Rate Sheet
3) Exhibit B - 14th Street Overhead Relocation Deliverable Matrix
4) Exhibit C - 14th Street Overhead Relocation Preliminary Exhibit

WE AGREE hereby to make the change(s) specified above at this price		**$312,934.00**
Date:	**PREVIOUS CONTRACT AMOUNT**	**$2,943,769.00**
Authorized Signature (Ampirical)	**NEW CONTRACT TOTAL**	**$3,256,703.00**

ACCEPTED - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of Acceptance: _____

Signature: _____

{Name, Title} Client Authorizing Agent

1654 Ochsner Boulevard, Covington, LA 70433 Phone (985) 809-5240 Fax (985) 809-5250

2021 ENGINEERING RATES

Classification	Hourly Rate
Principal Engineer	$241.00
Director	$196.00
Design Manager	$187.00
Staff Engineer	$189.00
Sr. Project Manager	$187.00
Program Manager	$199.00
Project Manager II	$157.00
Project Manager I	$134.00
Construction Manager	$167.00
Project Controls Specialist	$157.00
Sr. Safety Consultant	$159.00
Safety Consultant	$121.00
Lead Engineer	$178.00
Senior Engineer	$165.00
Engineer III	$139.00
Engineer II	$126.00
Engineer I	$114.00
Sr. Technical Specialist	$167.00
Technical Specialist	$157.00
Senior Designer	$134.00
Designer	$108.00
Senior Drafter	$87.00
Drafter	$70.00
Document Specialist	$89.00
Lead Procurement Specialist	$116.00
Procurement Specialist	$102.00
Project Support Specialist	$62.00
Clerk	$58.00

Future Rates

Escalation of 1% annually shall apply to all rates for years beyond that shown above.

Billing

The above rates include direct labor plus *all* other components, such as payroll taxes, benefits, insurance, worker's compensation, overhead, and profit. Therefore, the total amount billed will be the straight time hours worked multiplied by the above numbers.

Overtime

Overtime rates are the above hourly wages multiplied by 1.5. These rates begin as soon as 10 hours per day or 40 hours per week are exceeded or for any work on holidays and weekends.

Subcontractors

If any subcontracting is necessary, these services will be invoiced at cost plus 9%.

Other Charges

Travel Expenses	- Travel time shall be billed at straight time not to exceed 8 hours - Cost of travel expenses (Airfare, Car Rental/Fuel, Lodging, Meals, etc.) shall be billed at cost - Company/Personal Car mileage shall be reimbursed at the current standard IRS Rate
Drawing Reproduction Services	Letter or Legal B&W: $0.08 per copy Letter or Legal Color: $0.39 per copy Tabloid (11x17) B&W: $0.292 per copy Tabloid (11x17) Color: $2.92 per copy Large Format B&W: $0.225 per sq.ft. Large Format Color: $2.25 per sq.ft.
Material	Cost plus 9%
Equipment	Cost plus 9%

ENGINEERING DELIVERABLE MATRIX

FOR

Bentonville Electric Utility Department
14th Street OH Relocation

AMPIRICAL PROJECT NO.: XXXXX

Revisions		
Rev	**Date**	**Issue Purpose**
0		Issue for Review

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1. Deliverable Stage Descriptions

1.1. Issue for Review - IFR (30% Design)

- Engineering package issued to provide initial high-level details for concurrence such as:
    - Transmission line routing
    - Pole staking
    - Major equipment technical specifications and data (including manufacturer exceptions and exclusions)
- Overhead Transmission and Distribution 30% Design shall identify line routing and pole and equipment locations along route. Routing, pole, and equipment locations and quantities shall not change after incorporating client's 30% design comments into the 60% design package.
- Client shall have 10 working days to review the IFR (30% Design) Package and provide comments.
- Client comments and design concurrence shall be incorporated in the IFA (60% Design) Package.

1.2. Issue for Approval - IFA (60% Design)

- Complete engineering package issued for client review and approval.
- Package shall include drawings provided in IFA (30% Design) Package.
- Package shall incorporate agreed upon comments from IFA (30% Design) Package.
- Package shall contain all engineering design components needed for construction including but not limited to:
    - Design calculations
    - Vendor prints
    - Material specifications
    - Plan and profile drawings
    - Phasing diagrams
    - Plan views
    - Elevations
- Client shall have 10 working days to review the IFA (60% Design) Package and provide comments.
- Client comments and design concurrence shall be incorporated in the IFC (95% Design) Package.

1.3. IFC (95% Design) Package

- Complete engineering package incorporating agreed upon comments from IFA (60% Design) Package.

Package shall be of high enough quality to be issued to construction contractors to initiate construction.

- Client shall have 10 working days to review the IFC (95% Design) Package to ensure agreed upon comments from IFA (60% Design) Package have been properly incorporated.

1.4. As-Built Package

- As-Built Packages shall incorporate field mark-ups and serve as project record drawings.
- Construction manager shall notify engineering of major field design changes prior to implementation to maintain design integrity.
- As-Built Packages shall be submitted to the client within 3 months of construction completion.
- Client shall have 10 working days to review As-Built Packages.

2. Deliverable Matrices

2.1. Overhead Transmission Package

ITEM NO.	LINE ITEM	IFR (30% Design) Package	IFA (60% Design) Package	IFC (95% Design) Package
1	PLS-CADD Model	☐	☒	☒
2	Staking Sheets	☒	☒	☒
3	Structure Designs	☐	☒	☒
4	Foundation Calculations	☐	☒	☒
5	Structure Shop Drawings	☐	☐	☐
6	Plan & Profile Drawings • Identify Pole Locations • Identify Transmission Line Routing	☒	☒	☒
7	Phasing Diagrams	☐	☒	☒
8	Vendor Drawings	☐	☒	☒
9	Bill of Materials	☐	☒	☒

Bentonville Electric Utility Department

Ampirical Project: TBD
October 27, 2021

Subject: 14th Street Overhead Distribution Design

Dear Mr. Matlock,

As requested, Ampirical has prepared the estimate below to provide engineering and project management services associated with the 14th Street Overhead Relocation project.

SCOPE DESCRIPTION:

- Provide engineering, project management, and project controls support to:
  - Procure LiDAR, Level A & B SUE Surveys, and Soil Borings required to complete design.
  - Complete 30%, 60%, 95%, and IFC Designs per 14th Street OH Relocation Deliverable Matrix.
  - Provide procurement and construction estimate for installations associated with the design after BEUD has provided 60% Design Comments.

ESTIMATE OVERVIEW:

Ampirical Solutions, LLC shall perform the above scope of work for the Lump Sum cost of **$312,934**.

Description	Cost
Surveys (LiDAR, Level B SUE Survey, Soil Borings)	$ 70,000.00
Level A SUE Survey (Cost accounts for completing Level A SUE Survey at 12 pole locations)	$ 30,000.00
Engineering - Design	$ 180,000.00
SWPPP Development	$ 5,000.00
M&A (PM, Procurement, Project Controls)	$ 27,934.00
TOTAL:	**$ 312,934.00**

SCHEDULE OVERVIEW:

The estimated durations for each design phase are outlined below.

DESIGN PHASE	DURATION
SURVEY: *LIDAR, LEVEL B SUE SURVEY, AND GEOTECHNICAL REPORTING*	4 WEEKS
30% DESIGN	6 WEEKS (STARTS FROM RECEIPT OF LIDAR, LEVEL B SUE SURVEY, AND GEOTECHNICAL REPORTS)

DESIGN PHASE	DURATION
60% DESIGN	6 WEEKS
PROCUREMENT & CONSTRUCTION ESTIMATE	3 WEEKS
95% DESIGN	2 WEEKS
IFC DESIGN	2 WEEKS

CLARIFICATIONS/ASSUMPTIONS:

1) Wal-Mart's engineering/survey contractors will provide appropriate base files to complete the overhead relocation design.
2) Deviations from the project deliverable matrix Exhibit B can result in schedule and/or cost changes.
3) Underground transmission or distribution design is not included in this proposal.
4) Preliminary route and pole locations have been provided to BEUD and Wal-Mart in Exhibit C and serve as the basis for this proposal. Deviations from this exhibit can result in schedule and/or cost changes.

EXHIBITS:

A – Ampirical 2021 Rate Sheet
B – 14th Street Overhead Relocation Deliverable Matrix
C – 14th Street Overhead Relocation Preliminary Exhibit

Ampirical appreciates the opportunity to work with Bentonville Electric Utility Department on its 14 Street Overhead Relocation Project, and we look forward to continuing to develop and execute this project to completion.

If you have any questions or comments, feel free to contact me.

Thank you again for the opportunity to support BEUD and the City of Bentonville.

Best Regards,

[redacted]

Scott Curry
AMPIRICAL
Project Manager
scurry@ampirical.com

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution authorizing the Mayor and City Clerk to enter into a agreement (Addendum #5) with Wal-Mart to perform engineering for the OH electric upgrades on SE "J" St. and SE 14th St. required for the WMT Campus Development for $312,934.00. This will be paid for by the Wal-Mart. Approved by Utility Board 5-0.

Estimated Cost	**$312,934.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Wal-Mart will pay for the engineering costs.

ADDENDUM 5
TO
MASTER DEVELOPMENT AGREEMENT
GLOBAL HOME OFFICE PROJECT

SE 14TH AND SE "J" OVERHEAD ELECTRIC RELOCATION AGREEMENT FOR GLOBAL HOME OFFICE

This SE 14TH AND SE "J" OVERHEAD ELECTRIC RELOCATION AGREEMENT FOR GLOBAL HOME OFFICE (this "Addendum 5") is made as of the ____ day of _____, 2020 (the "Effective Date"), by and between the CITY OF BENTONVILLE, ARKANSAS, with offices at 117 West Central, Bentonville, Arkansas 72712 ("City") and WALMART INC., a Delaware corporation, with offices at 2001 SE 10th Street, Bentonville, Arkansas 72716 ("Walmart"). City and Walmart shall collectively be referred to herein as the "Parties."

W I T N E S S E T H

WHEREAS, Walmart and the City are parties to that certain Master Development Agreement-Global Home Office Project, dated July 14th, 2020 ("Master Development Agreement"), and pursuant to Section 1 of the Master Development Agreement this Addendum 5 is incorporated into the Master Development Agreement as an Addendum (as defined therein) for all purposes. Unless expressly set forth herein, the terms of the Master Development Agreement shall control;

WHEREAS, Walmart is the owner of certain property in the City of Bentonville, County of Benton, State of Arkansas, the location of which is generally identified in the Walmart Global Home Office Project (the "Campus");

WHEREAS, City is the owner of certain property (the "Overhead Line") in the City of Bentonville, County of Benton, State of Arkansas, upon which the City currently provides electric distribution services to the rate payers of Bentonville;

WHEREAS, City and Walmart desire the SE 14th St. and SE "J" St., including the intersection, to be widened and improved due to the development of the Campus;

WHEREAS, City and Walmart desire Overhead Line to be designed to be relocated as to provide adequate room for the improvements to be constructed by Walmart and the work described on Exhibit "A" attached hereto, (the "City Work");

WHEREAS, City and Walmart desire to cause the City to engage Ampirical (as defined herein) in connection with the City Work; and

WHEREAS, the Parties desire to enter into this Addendum 5 to set forth their mutual responsibilities and obligations.

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Engineer Services Agreement. Within five (5) days following the Effective Date, the City shall engage Ampirical Solutions, L.L.C. ("Ampirical") pursuant to that certain Change Order to the Agreement Between Owner and Engineer (On the Basis of a Stipulated Price)(Project: WMT Substation/T-Line Relocation)("Change Order") for engineering design regarding the City Work on a fixed price basis (collectively the costs of City Work under the Engineer Services Agreement, the "Engineering Costs").

2. Payment of Engineering Costs. Within thirty (30) days of the City signing the Change Order Walmart shall pay to the City the Maximum Amount. Walmart's maximum aggregate reimbursement payments to City for Engineering Costs under the Engineer Services Agreement shall not exceed $312,934 ("Maximum Amount"). The City shall enforce the Engineer Services Agreement pursuant to the terms therein, and not default, amend, alter or request a Change Order without the prior written consent of Walmart. In the event Walmart approves a Change Order which reduces the costs to the City under the Engineer Services Agreement, the Maximum Amount under this Section 2 shall be reduced by an amount equal to the amount of such reduction of costs under the Engineer Services Agreement. If requested by Walmart, the City shall exercise the termination right set forth in Article 14 of the Terms and Conditions of the Engineer Services Agreement. The Parties hereby expressly agree that the Walmart payments shall not be used for any other costs and expenses other than the Engineering Costs for the City Work.

3. Compliance by City. City shall cause such action necessary and required to be taken to be in full compliance and meet all requirements set forth in applicable codes, laws, and ordinances, including, without limitation, those required by city, county, state, and federal governmental authorities.

4. Performance by City. Notwithstanding anything herein contained to the contrary, if in the reasonable opinion of Walmart, City has not commenced or is not proceeding with due diligence to perform its obligations hereunder in a workmanlike manner according to the provisions of this Addendum 5, then Walmart shall notify City in writing, in accordance with this Addendum 5, of such default, specifying the nature and circumstances of the default with particularity. If City shall continue to be in default under any of the provisions of this paragraph for sixty (60) days, or in the event that such default may not be reasonably cured within sixty (60) days, such additional time as is necessary to cure such default, or if City has failed to proceed with due diligence to cure such default, then Walmart shall have the right at its sole election and upon twenty-one (21) days advance written notice to City, to terminate this Addendum 5 as provided herein and City shall refund to Walmart an amount equal to the Walmart payments to the City as of the date of such termination, or pursue all such other rights or remedies at law.

5. No Implied Obligation. It is expressly agreed that nothing contained in this Addendum 5 shall be construed to contain a covenant, either expressed or implied, to either commence the construction of a building or the operation of a business or thereafter continuously operate a business on the Walmart Property.

6. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, return receipt requested and postage prepaid, or reputable overnight delivery service with proof of delivery, addressed as follows:

If to City:	Travis Matlock, PE Engineering Director City of Bentonville 608 SE 3rd Street Bentonville, Arkansas 72712
With a copy to:	Camille Thompson City Attorney City of Bentonville 117 West Central Bentonville, Arkansas 72712
If to Walmart:	Walmart Stores, Inc. 2001 S.E. 10th Street Bentonville, Arkansas 72716 Attn: Josh Tuberville
With a copy to:	Kutak Rock, LLP 5111 W JB Hunt Drive, Suite 300 Rogers, Arkansas 72758 Attn: Terry W. Pool

Notice shall be deemed to have been given upon receipt. Refusal of delivery for any reason shall be deemed receipt.

7. Modification. No modification of this Addendum 5 shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

8. No Partnership. This Addendum 5 does not create any obligation or relationship such as a partnership, joint venture, or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written addendum specifically detailing the rights, liabilities, and obligations of the parties as to a new, specifically defined legal relationship.

9. Binding. It is mutually understood and specifically agreed that this Addendum 5 is binding upon the respective heirs, successors, administrators, executors, and assigns of the parties hereto.

10. Choice of Law; Forum. This Addendum 5 shall be interpreted and construed in accordance with the laws of the State of Arkansas, and any dispute with respect to it and the rights and duties thereby created shall be litigated in U.S. District Court for the Western District of the State of Arkansas.

11. Entire Agreement. This Addendum 5, including the above Recitals which are incorporated herein, and the Master Development Agreement contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Addendum 5 and the Master Development Agreement sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Addendum 5 based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party, except as provided in the Master Development Agreement. Each party agrees that this Addendum 5 is the result of good faith arm's length negotiations. The Master Development Agreement and this Addendum 5 supersedes any prior agreements between the parties concerning New Substation B or the New Substation B Property, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in the Master Development Agreement or this Addendum 5, shall have any force or effect. ANY REPRESENTATION OF WALMART'S AGENTS OR ANY THIRD PARTY WHICH IS NOT INCORPORATED IN THE MASTER DEVELOPMENT AGREEMENT OR THIS ADDENDUM 5 SHALL NOT BE BINDING UPON WALMART AND SHOULD BE CONSIDERED AS UNAUTHORIZED. This Addendum 5 shall not be amended or added to in any way except by written instruments executed by both Parties and their respective successors in interest.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Addendum 5 has been executed on the date above written.

CITY

CITY OF BENTONVILLE,
ARKANSAS

By:_____
Name:_____
Title:_____

WALMART

WALMART INC.,
a Delaware corporation

By:_____
Name:_____
Title:_____

EXHIBIT "A"
City Work

In addition to such City Work described in the Addendum 5, the City Work shall include the following:

- The overhead electric line (and attachments) along SE "J" St., approximately 750' north of the intersection of SE "J" and SE 14th St., and approximately 450' south of the intersection will need to be relocated to allow for the SE "J" St. and the intersection to be improved to handle the increased traffic due to the Global Home Office Project.
- The overhead electric line (and attachments) along SE 14th St., approximately 350 west of the intersection of SE "J" and SE 14th St., extending to the intersection of SE 14th St. and SE Boeing Ave will need to be relocated to allow SE 14th St. to be improved to handle the increased traffic due to the Global Home Office Project.
- Relocation of any existing services currently being served from the overhead line.
- Street lighting will be attached to the relocated poles.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO ADDENDUM NO. 5 TO THE WALMART GLOBAL HOME OFFICE MASTER DEVELOPMENT AGREEMENT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the Master Development Agreement with Wal-Mart regarding the Global Home Office Project to provide for additional engineering services related to electrical upgrades 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	**12/14/2021**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
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):*

Budget adjustment to recognize $312,934.00 from Wal-Mart to cover the engineering for the OH electric relocation on SE "J" St. and SE 14th St. with Ampirical. Approved by Utility Board 5-0.

Estimated Cost	**$312,934.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Wal-Mart will cover the cost of the design.

Budget Adjustment Request

Date of City Council Meeting	**12/14/2021**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

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

Budget adjustment to recognize $312,934.00 from Wal-Mart to pay for the engineering required for the relocation of the OH electric line along SE "J" St. and SE 14th St. due to the construction of the Wal-Mart Global Campus. Approved by Utility Board 5-0.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503010	43410	Billed Services	$ 312,934.00	
503010	43210	Legal & Professional Serivces		$ 312,934.00
		Totals	$ 312,934.00	$ 312,934.00
		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	**12/14/2021**
Department	**Utility Billing and Collections**
Submitted by	**Gary Wilson**
Phone	**479-271-3100**

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 related to Professional Services Other related to increased credit card processing costs. Approved by the Utility Board 5-0.

Estimated Cost	**93500**
Is this Item Budgeted?	☐ Yes ☑ No

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

Funded through Utility Fund Reserves.

Budget Adjustment Request

Date of City Council Meeting	**12/14/2021**
Department	**Utility Billing and Collections**
Submitted by	**Gary Wilson**
Phone	**479-271-3100**

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

Budget Adjustment related to Professional Services Other related to increased credit card processing costs. Unanimously approved by the Utility Board.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503530	**43410**	**Professional Services/ Other**		**$ 93,500.00**
		Totals	**$ -**	**$ 93,500.00**
		Net Impact on Fund Balance	**$**	**(93,500.00)**

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

Memorandum

To: City Council, Mayor Orman
Through: Utility Board
From: Gary Wilson
Date: December 1, 2021

The Utility Billing and Collections Department is requesting a Budget Adjustment to account for increased credit card fees for utility payments. Credit card use has been increasing for some time and the COVID-19 pandemic accelerated changes to customer habits. This change in volume of credit card use has exhausted the funds available for the fees in the current 2021 budget year.

Prior to the pandemic in 2019, we saw credit cards use of between $2.3 million to $3.39 million per month. In 2020, that had increased to between $2.7 million to $3.99 million per month. This year it has further increased to between $3.0 million to $4.8 million per month.

We are requesting an adjustment to increase the Professional Services/Other account by an additional $93,500 to fund credit card processing through the end of the year.

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Finance/Electric**
Submitted by	**Jake Harper**
Phone	**479-271-6781**

Item Type: (*Check Applicable Item Type)*

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

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

Approval of a resolution that allows the City of Bentonville to be reimbursed via a future bond sale for the payment of the February 2021 Winter Storm Costs. The Utility Board voted 5-0 recommending approval.

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A PAYMENT TO SOUTHWESTERN ELECTRIC POWER COMPANY FOR THE PURCHASE OF POWER AND EXPRESSING INTENT TO FINANCE A PORTION OF THE PAYMENT WITH THE PROCEEDS OF COMBINED ELECTRIC, WATER AND SEWER SYSTEM REVENUE BONDS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Bentonville, Arkansas (the "City") owns electric facilities which are operated as part of a combined electric, water and sewer system (the "Utility System"); and

WHEREAS, the City purchases power under a contract with Southwestern Electric Power Company (the "Power Purchase Contract"); and

WHEREAS, as a result of a major storm in February 2021, the City incurred an extraordinary power purchase charge of $20,436,936.18 under the Power Purchase Contract; and

WHEREAS, after thorough review of the extraordinary power purchase charge and in order to avoid any additional interest and penalties, the City is prepared to pay the sum of approximately $16,550,000 to Southwestern Electric Power Company by December 31, 2021; and

WHEREAS, the City proposes to fund the payment with Utility System funds and proceeds of combined electric, water and sewer system revenue bonds (the "bonds"); and

WHEREAS, the bonds cannot be prepared for sale and issued until 2022; and

WHEREAS, the City intends to advance the full payment due on or prior to December 31, 2021 with Utility System funds, and to reimburse the Utility System for approximately one-half of the payment made from proceeds of the bonds when issued; and

WHEREAS, Stephens Inc. is the financial advisor for the City and Raymond James & Associates, Inc. and Crews & Associates, Inc. will serve as underwriters or placement agents for the bonds; and

WHEREAS, Friday, Eldredge and Clark, LLP serves as bond counsel for the City;

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

Section 1. The sum of approximately $16,550,000 is authorized to be paid from Utility System revenues to Southwestern Electric Power Company as payment of the extraordinary charge for the amount due resulting from the major storm in February 2021.

Section 2. The City is authorized to proceed with the issuance and sale of the bonds to provide funds to reimburse the Utility System for one-half of the payment.

Section 3. The officials of the City are authorized to work with Stephens Inc., Raymond James & Associates, Inc., Crews & Associates, Inc. and Friday, Eldredge & Clark, LLP to prepare the documents necessary for the issuance and sale of the bonds.

Section 4. The terms of the sale of the bonds, including particularly, without limitation, the purchase price, interest rates, maturities, principal amounts and redemption dates shall be subject to the approval of the City Council.

ADOPTED: _____, 2021.

ATTEST: By: _____
Mayor

_____
City Clerk

(SEAL)

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Finance/Electric**
Submitted by	**Jake Harper**
Phone	**479-271-6781**

Item Type: (*Check Applicable Item Type)*

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

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

Approval of a Budget Adjustment to allow the City of Bentonville to pay the February 2021 Winter Storm Costs. The City will pay this out of reserves with the intention of reimbursing reserves through a debt issuance in the 1st quarter of 2022. The Utility Board voted 5-0 recommending approval.

Estimated Cost	**$16,550,000**
Is this Item Budgeted?	☐ Yes ☑ No

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

Will be paid from Utility Fund Reserves.

Budget Adjustment Request

Date of City Council Meeting	**12/14/2021**
Department	**Finance/Electric**
Submitted by	**Jake Harper**
Phone	**479-271-6781**

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

Allow the City of Bentonville to pay the February 2021 Winter Storm Costs. The City will pay this payment out of reserves with the intention of reimbursing reserves through a debt issuance in the 1st quarter of 2022.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503010	**46110**	**Purchase of Power**		**$ 16,550,000.00**
		Totals	**$ -**	**$ 16,550,000.00**
		Net Impact on Fund Balance	**$**	**(16,550,000.00)**

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

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Inventory Control**
Submitted by	**Travis Matlock**
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 3ph transformers to the lowest bidder as shown on the attached bid tabulation in the amount of $272,764.00 plus applicable taxes.

Estimated Cost	**$272,764.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: **DECEMBER 14, 2021**

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **3PH transformers bid #IFB-21-77**

The City of Bentonville recommends awarding the bid for 3ph transformers in the total amount $272,764.00. The low bid for this items follows.

Stuart Irby Company in the amount of $272,764.00.

As a note, compared to last year, this represents approximately $100,000.00 additional costs due to material increases.

3PH TRANSFORMER
IFB-21-77

ITEM NO.	QTY	UOM	OUR PART NUMBER	DESCRIPTION	IRBY-WEG	IRBY - CM	IRBY - WEG - LOW BID
1	3	EA	2044	TRANS 75 PM 3PHASE 120/208Y	$10,579.00	$21,289.00	$31,737.00
2	5	EA	2011	TRANS 150 PM 3PHASE 120/208Y	$12,379.00	$23,416.00	$61,895.00
3	3	EA	2019	TRANS 225 PM 3PHASE 120/208Y	$13,964.00	$27,285.00	$41,892.00
4	2	EA	2030	TRANS 300 PM 3PHASE 120/208Y	$15,903.00	$28,934.00	$31,806.00
5	2	EA	2038	TRANS 500 PM 3PHASE 277/480Y	$20,827.00	$42,916.00	$41,654.00
6	2	EA	2039	TRANS 150 PM 3PHASE 277/480Y	$18,022.00	$37,840.00	$36,044.00
7	1	EA	2007	TRANS 1000 PM 3PHASE 277/480Y	$27,736.00	$86,211.00	$27,736.00
							$272,764.00

CITY OF BENTONVILLE, ARKANSAS

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

FOR PUBLICATION

PUBLICATION DATES: NOVEMBER 7, 2021

NOTICE TO BIDDERS

THREE PHASE PAD-MOUNT DISTRIBUTION TRANSFORMERS

Invitation For Bid (IFB)-21-77

The City of Bentonville is accepting formal sealed bids for the purchase and delivery of several Three Phase Pad-Mount Distribution Transformers City of Bentonville's Electric Inventory.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

The awarded Bidder will be required to furnish Performance and Payment Bonds at the time of signing the Contract in amounts equal to the Total Bid Price.

The City of Bentonville Purchasing Department encourages all qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

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 Department located at the address below. 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-21-77 held at 1:30pm on Monday, November 22, 2021; the Bid Opening will be held at the City of Bentonville Administrative Services Building-Purchasing Department, in Room A239 on the 2nd 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 Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is November 16, 2021, at 4:30pm.

All Bids shall remain guaranteed until December 15, 2021 to allow the City time to award the Bid and issue a Purchase Order. The anticipated award date is December 14, 2021.
DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-77	**Date of Issuance:**	NOVEMBER 7, 2021
Description:	Three Phase Pad-Mount Distribution Transformers		
Requesting Department:	CITY OF BENTONVILLE INVENTORY DEPARTMENT		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED		
Bid Bond Requirement:	**NO BID BOND REQUIRED**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**NOVEMBER 22, 2021 AT 1:30P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th 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:	NOVEMBER 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 DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned bids will be rejected - no exceptions.

Name of Firm: Irby **Phone Number:** 501. 618. 3002

Business Address (Full Street/City/State/Zip): 8401 Frazier Pike Little Rock Ar. 72206

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:** 11/17/21

Printed or Typed Name: Deborah Needs **Title:** Inside Sales

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

Sales or Use Tax ID Number: 030 891-78-001

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

[This space has been intentionally left blank]

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Jehy

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

Immediate Relation includes:

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

_____

_____

_____

_____

OR

☑ Check this box if you there are no applicable relationships to disclose.

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 within 30 days of change of circumstance.**

DN Initials

City of Bentonville Electric Utilities Department
Three Phase Pad-Mount Distribution Transformers
Bid Form

Line Item Number	BEUD Inventory Part Number	KVA	Voltage	QTY	Price Each	No Load Losses	Load Losses	Lead Time (Weeks)
1	2044	75	120/208	3	10,579.00	184	843	42-44 wk
2	2011	150	120/208	5	12,379.00	304	1539	42-44 wk
3	2019	225	120/208	3	13,964.00	381	2271	42-44 wk
4	2030	300	120/208	2	15,903.00	516	2692	42-44 wk
5	2038	500	120/208	2	20,827.00	516	2692	42-44 wk
6	2039	500	277/480	2	18,022.00	669	4416	42-44 wk
7	2007	1000	277/480	1	27,736.00	1135	6844	44-46 wk

DEVIATIONS FROM SPECIFICATIONS

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

Paragraph Number	Specification Requirement	Proposed Deviation and Justification

Bid Submitted By: JBH

WEG Transformers USA
One Pauwels Drive, Washington, MO 63090, USA
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

TECHNICAL SPECS

Date: 11/17/2021
Quotation Number: 495935186
Item Number: 0010

Customer Line No.:
Unit Price: $ 10,579.00

Quantity: 3
Extended Price: $ 31,737.00

Three Phase Pad-Mount Transformer(s)

kVA Rating: 75 kVA
Mineral Oil Immersed

Model#:
Cooling Class: ONAN
Frequency: 60 Hz
Avg. Winding Rise: 65 °C

Primary Voltage: 12470 GrdY/7200
Primary BIL Rating: 95 kV
HV Winding Matl: AL

Secondary Voltage: 208Y/120
Secondary BIL Rating: 30 kV
LV Winding Matl: AL

High Voltage Taps: B Taps - Two 2.5% Taps below Nominal and Two 2.5% Taps above Nominal

No Load Loss: 184 Watts @ 20 °C **Load Loss:** 843 Watts @ 85 °C **Total Loss:** 1027 Watts

Impedance: 3.13 %

{ Tank Enclosure }
Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 27 inches
Pentahead Security Bolts
Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5), Coaltar Over Powder

{ Bushings } Loop Feed Custom Dimensions
Dead Front Primary Terminations: Wells , 6 Inserts
Secondary Terminations: Epoxy Bushings w/ Thread-On 8 Hole Brass J Spades w/Spade Support
Neutral: H0X0 Removable Link

{ Protection }
Dual element Bayonet Fusing (4038108C05M) w/Flapper Valve Bayonet Fuse Holder, PLASTIC Dripshield (3),
PRCLF (CBUC08030C100),

{ Additional Notes }
Pressure Relief Valve IFD, Drain Valve,
Liquid Level Gauge, Liquid Temp Gauge, Pressure Vacuum Gauge,
Provisions for Bushing Mounted CT's,
Schrader
2x 2-hole ground pad
2 NAMEPLATES

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.
Shipment: 42 TO 44 WEEKS AFTER RECEIPT OF ORDER

{xls-000.005} Printed by jrhodes on 11/17/21

WEG Transformers USA

One Pauwels Drive, Washington, MO 63090, USA
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

TECHNICAL SPECS

Date: 11/17/2021
Quotation Number: 495935186
Item Number: 0020

Customer Line No.:
Quantity: 5
Unit Price: 12.379.00
Extended Price: 61.895.00

Three Phase Pad-Mount Transformer(s)

kVA Rating:	150 kVA Mineral Oil Immersed	**Model#:**	
		Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	12470 GrdY/7200	**Secondary Voltage:**	208Y/120
Primary BIL Rating:	95 kV	**Secondary BIL Rating:**	30 kV
HV Winding Matl:	AL	**LV Winding Matl:**	AL

High Voltage Taps: B Taps - Two 2.5% Taps below Nominal and Two 2.5% Taps above Nominal

No Load Loss: 304 Watts @ 20 °C **Load Loss:** 1539 Watts @ 85 °C **Total Loss:** 1843 Watts

Impedance: 3.23 %

{ Tank Enclosure }
Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 27 inches
Pentahead Security Bolts
Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5), Coaltar Over Powder

{ Bushings } Loop Feed Custom Dimensions
Dead Front Primary Terminations: Wells , 6 Inserts
Secondary Terminations: Epoxy Bushings w/ Thread-On 12 Hole Brass J Spades w/Spade Support
Neutral: H0X0 Removable Link

{ Protection }
Dual element Bayonet Fusing (4038108C07M) w/Flapper Valve Bayonet Fuse Holder, PLASTIC Dripshield (3), PRCLF (CBUC08040C100),

{ Additional Notes }
Pressure Relief Valve IFD, Drain Valve,
Liquid Level Gauge, Liquid Temp Gauge, Pressure Vacuum Gauge,
Provisions for Bushing Mounted CT's,
Schrader
2x 2-hole ground pad
2 NAMEPLATES

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.
Shipment: 42 TO 44 WEEKS AFTER RECEIPT OF ORDER

WEG Transformers USA

One Pauwels Drive, Washington, MO 63090, USA
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

TECHNICAL SPECS

Date: 11/17/2021
Quotation Number: 495935186
Item Number: 0030

Customer Line No.:
Unit Price: $13964.00 **Quantity:** 3 **Extended Price:** 41.892.00

Three Phase Pad-Mount Transformer(s)

kVA Rating:	225 kVA Mineral Oil Immersed	**Model#:**	
		Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	12470 GrdY/7200	**Secondary Voltage:**	208Y/120
Primary BIL Rating:	95 kV	**Secondary BIL Rating:**	30 kV
HV Winding Matl:	AL	**LV Winding Matl:**	AL

High Voltage Taps: B Taps - Two 2.5% Taps below Nominal and Two 2.5% Taps above Nominal

No Load Loss: 381 Watts @ 20 °C **Load Loss:** 2271 Watts @ 85 °C **Total Loss:** 2652 Watts

Impedance: 3.38 %

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 27 inches
Pentahead Security Bolts
Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5), Coaltar Over Powder

{ Bushings } Loop Feed Custom Dimensions
Dead Front Primary Terminations: Wells , 6 Inserts
Secondary Terminations: Epoxy Bushings w/ Thread-On 12 Hole Brass J Spades w/Spade Support
Neutral: H0X0 Removable Link

{ Protection }

Dual element Bayonet Fusing (4038108C09M) w/Flapper Valve Bayonet Fuse Holder, PLASTIC Dripshield (3), PRCLF (CBUC08080C100),

{ Additional Notes }

Pressure Relief Valve IFD, Drain Valve,
Liquid Level Gauge, Liquid Temp Gauge, Pressure Vacuum Gauge,
Provisions for Bushing Mounted CT's,
Schrader
2x 2-hole ground pad
2 NAMEPLATES

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 42 TO 44 WEEKS AFTER RECEIPT OF ORDER

{xls-000.005} Printed by jrhodes on 11/17/21

WEG Transformers USA

One Pauwels Drive, Washington, MO 63090, USA
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

TECHNICAL SPECS

Date: 11/17/2021
Quotation Number: 495935186
Item Number: 0040

Customer Line No.:
Unit Price: 15.903.00 **Quantity:** 2 **Extended Price:** $31.806.00

Three Phase Pad-Mount Transformer(s)

kVA Rating:	300 kVA Mineral Oil Immersed	**Model#:**	
		Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	12470 GrdY/7200	**Secondary Voltage:**	208Y/120
Primary BIL Rating:	95 kV	**Secondary BIL Rating:**	30 kV
HV Winding Matl:	AL	**LV Winding Matl:**	AL

High Voltage Taps: B Taps - Two 2.5% Taps below Nominal and Two 2.5% Taps above Nominal

No Load Loss: 516 Watts @ 20 °C **Load Loss:** 2692 Watts @ 85 °C **Total Loss:** 3208 Watts

Impedance: 4.22 %

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 27 inches Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5), Coaltar Over Powder

{ Bushings } Loop Feed Custom Dimensions

Dead Front Primary Terminations: Wells , 6 Inserts

Secondary Terminations: Epoxy Bushings w/ Thread-On 12 Hole Brass J Spades w/Spade Support

Neutral: H0X0 Removable Link

{ Protection }

Dual element Bayonet Fusing (4038108C11M) w/Flapper Valve Bayonet Fuse Holder, PLASTIC Dripshield (3), PRCLF (CBUC08080C100),

{ Additional Notes }

Pressure Relief Valve IFD, Drain Valve,
Liquid Level Gauge, Liquid Temp Gauge, Pressure Vacuum Gauge,
Provisions for Bushing Mounted CT's,
Schrader
2x 2-hole ground pad
2 NAMEPLATES

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 42 TO 44 WEEKS AFTER RECEIPT OF ORDER

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WEG Transformers USA
One Pauwels Drive, Washington, MO 63090, USA
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

TECHNICAL SPECS

Date: 11/17/2021
Quotation Number: 495935186
Item Number: 0050

Customer Line No.:
Unit Price: 20.827,00 **Quantity:** 2 **Extended Price:** 41.654,00

Three Phase Pad-Mount Transformer(s)

kVA Rating:	500 kVA Mineral Oil Immersed	**Model#:**	
		Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	12470 GrdY/7200	**Secondary Voltage:**	208Y/120
Primary BIL Rating:	95 kV	**Secondary BIL Rating:**	30 kV
HV Winding Matl:	AL	**LV Winding Matl:**	AL

High Voltage Taps: B Taps - Two 2.5% Taps below Nominal and Two 2.5% Taps above Nominal

No Load Loss: 516 Watts @ 20 °C **Load Loss:** 2692 Watts @ 85 °C **Total Loss:** 3208 Watts

Impedance: 4.42 %

{ Tank Enclosure }
Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 27 inches
Pentahead Security Bolts
Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5), Coaltar Over Powder

{ Bushings } Loop Feed Custom Dimensions
Dead Front Primary Terminations: Wells , 6 Inserts
Secondary Terminations: Epoxy Bushings w/ Thread-On 12 Hole Brass J Spades w/Spade Support
Neutral: H0X0 Removable Link

{ Protection }
Dual element Bayonet Fusing (4038108C11M) w/Flapper Valve Bayonet Fuse Holder, PLASTIC Dripshield (3), PRCLF (CBUC08100C100),

{ Additional Notes }
Pressure Relief Valve IFD, Drain Valve,
Liquid Level Gauge, Liquid Temp Gauge, Pressure Vacuum Gauge,
Provisions for Bushing Mounted CT's,
Schrader
2x 2-hole ground pad
2 NAMEPLATES

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.
Shipment: 42 TO 44 WEEKS AFTER RECEIPT OF ORDER

{xls-000.005} Printed by jrhodes on 11/17/21

WEG Transformers USA

One Pauwels Drive, Washington, MO 63090, USA
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

TECHNICAL SPECS

Date: 11/17/2021
Quotation Number: 495935186
Item Number: 0060

Customer Line No.:
Quantity: 2
Unit Price: 18 022.00
Extended Price: 36044.00

Three Phase Pad-Mount Transformer(s)

kVA Rating: 500 kVA
Mineral Oil Immersed

Model#:
Cooling Class: ONAN
Frequency: 60 Hz
Avg. Winding Rise: 65 °C

Primary Voltage: 12470 GrdY/7200
Secondary Voltage: 480Y/277
Primary BIL Rating: 95 kV
Secondary BIL Rating: 30 kV
HV Winding Matl: AL
LV Winding Matl: AL
High Voltage Taps: B Taps - Two 2.5% Taps below Nominal and Two 2.5% Taps above Nominal
No Load Loss: 669 Watts @ 20 °C **Load Loss:** 4416 Watts @ 85 °C **Total Loss:** 5085 Watts
Impedance: 4.42 %

{ Tank Enclosure }
Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 27 inches
Pentahead Security Bolts
Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5), Coaltar Over Powder

{ Bushings } Loop Feed Custom Dimensions
Dead Front Primary Terminations: Wells , 6 Inserts
Secondary Terminations: Epoxy Bushings w/ Thread-On 12 Hole Brass J Spades w/Spade Support
Neutral: H0X0 Removable Link

{ Protection }
Dual element Bayonet Fusing (4038108C11M) w/Flapper Valve Bayonet Fuse Holder, PLASTIC Dripshield (3), PRCLF (CBUC08100C100),

{ Additional Notes }
Pressure Relief Valve IFD, Drain Valve,
Liquid Level Gauge, Liquid Temp Gauge, Pressure Vacuum Gauge,
Provisions for Bushing Mounted CT's,
Schrader
2x 2-hole ground pad
2 NAMEPLATES

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.
Shipment: 42 TO 44 WEEKS AFTER RECEIPT OF ORDER

{xls-000.005} Printed by jrhodes on 11/17/21

WEG Transformers USA

One Pauwels Drive, Washington, MO 63090, USA
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

TECHNICAL SPECS

Date: 11/17/2021
Quotation Number: 495935186
Item Number: 0070

Customer Line No.:
Unit Price: 27.736,00
Quantity: 1
Extended Price: 27.736,00

Three Phase Pad-Mount Transformer(s)

kVA Rating:	1000 kVA Mineral Oil Immersed	**Model#:**	
		Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	12470 GrdY/7200	**Secondary Voltage:**	480Y/277
Primary BIL Rating:	95 kV	**Secondary BIL Rating:**	30 kV
HV Winding Matl:	AL	**LV Winding Matl:**	AL

High Voltage Taps: B Taps - Two 2.5% Taps below Nominal and Two 2.5% Taps above Nominal

No Load Loss: 1135 Watts @ 20 °C **Load Loss:** 6844 Watts @ 85 °C **Total Loss:** 7979 Watts

Impedance: 5.7 %

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 10x16

Cabinet Depth: 27 inches

Pentahead Security Bolts

Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5), Coaltar Over Powder

{ Bushings } Loop Feed Custom Dimensions

Dead Front Primary Terminations: Wells , 6 Inserts

Secondary Terminations: Epoxy Bushings w/ Thread-On 12 Hole Brass J Spades w/Spade Support

Neutral: H0X0 Removable Link

{ Protection }

Dual element Bayonet Fusing (4038108C14M) w/Flapper Valve Bayonet Fuse Holder, PLASTIC Dripshield (3), PRCLF (CBUC08125C100),

{ Additional Notes }

Pressure Relief Valve IFD, Drain Valve w/ Sampler,
Liquid Level Gauge, Liquid Temp Gauge, Pressure Vacuum Gauge,
Provisions for Bushing Mounted CT's,
Schrader
2x 2-hole ground pad
2 NAMEPLATES

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 44 TO 46 WEEKS AFTER RECEIPT OF ORDER

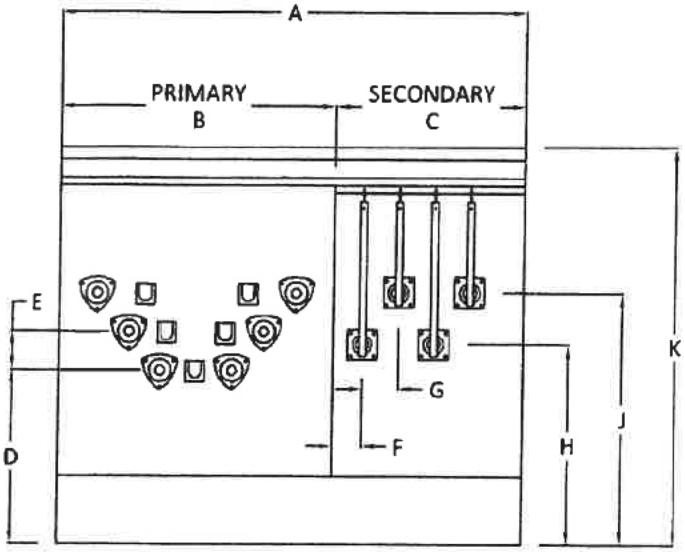
{xls-000.005} Printed by jrhodes on 11/17/21

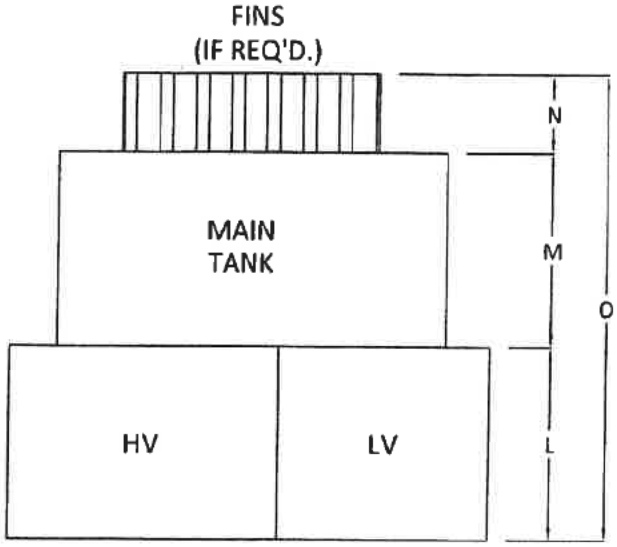
BID DATA SHEET 45-1000 KVA
THREE PHASE PAD-MOUNT TRANSFORMER
BENTONVILLE ELECTRIC UTILITIES DEPARTMENT

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 EVALUATED FOR AWARD.

ONLY BEUD'S BID DATA SHEETS ARE ACCEPTABLE.





TRANSFORMER DIMENSIONS

KVA	VOLTAGE	A	B	C	D	E	F	G	H	J	K	L	M	N	O
45	120/208V														
45	277/480V														
75	120/208V														
75	277/480V														
150	120/208V														
150	277/480V			See Attached Page for details											
225	120/208V														
225	277/480V														
300	120/208V														
300	277/480V														
500	120/208V														
500	277/480V														
750	120/208V														
750	277/480V														
1000	120/208V														
1000	277/480V														

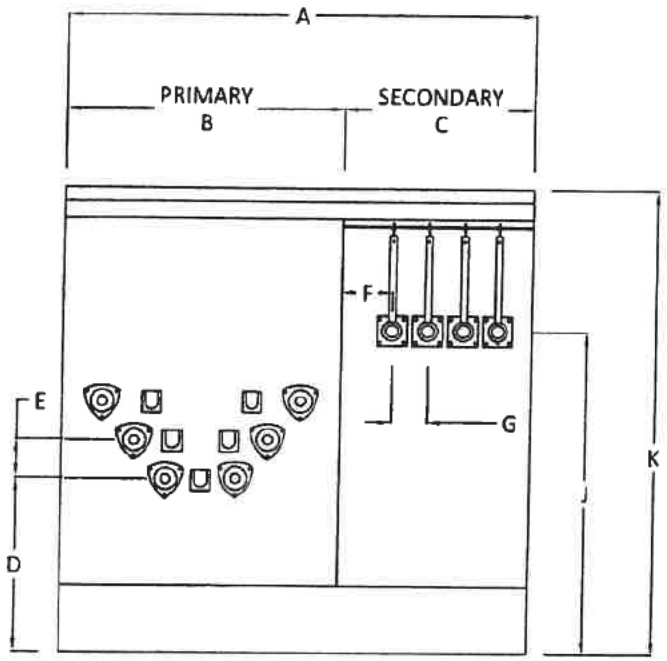
DISTRIBUTOR: Irby MANUFACTURER: WEG BID# 21-77

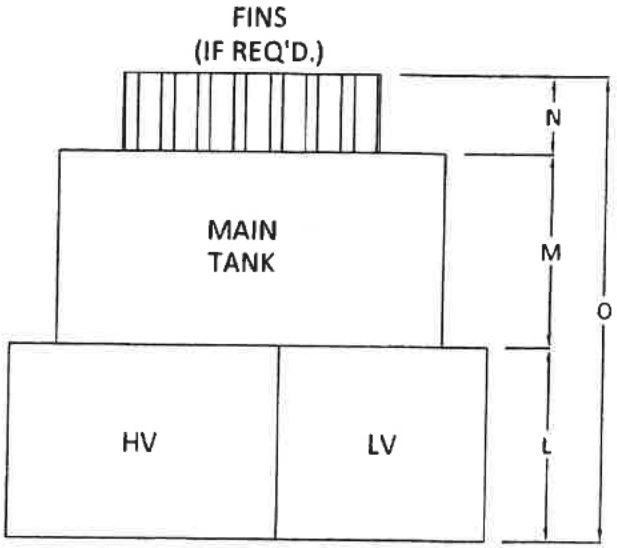
BID DATA SHEET 1500-2500 KVA
THREE PHASE PAD-MOUNT TRANSFORMER
BENTONVILLE ELECTRIC UTILITIES DEPARTMENT

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 EVALUATED FOR AWARD.

ONLY BEUD'S BID DATA SHEETS ARE ACCEPTABLE.





TRANSFORMER DIMENSIONS

KVA	VOLTAGE	A	B	C	D	E	F	G	H	J	K	L	M	N	O
1500	277/480V								NA						
2000	277/480V								NA						
2500	277/480V								NA						

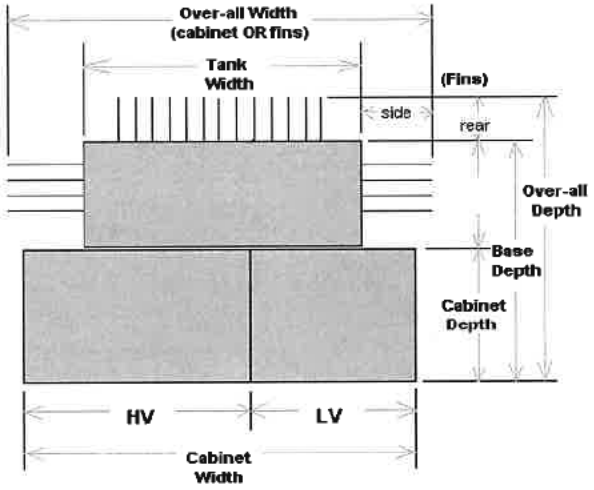
TRANSFORMER DATA

KVA	VOLTAGE	WEIGHT	TOTAL OIL (GALLONS)	%Z	EFFICIENCY RATING
1500	277/480V				
2000	277/480V				
2500	277/480V				

DISTRIBUTOR: _____ MANUFACTURER: _____ BID# _____

FOOTPRINT - Preliminary Dimensions; NOT for construction

City of Bentonville, AR



Item	kVA	Secondary Voltage	Over-All Dimensions			Base Dimensions			Cabinet			Tank Width	Rear Fins	Fin Depth	Fluid (gals)	Weight (lbs)
			Over-All Width	Over-All Depth	Cabinet Height	Cabinet Width	Base Depth	Tank Depth	Cabinet Depth	HV	LV					
21nov-495935186-0010	75	208	69	53	68	69	53	26	27	40	27.7	38	none	0	132	2916
21nov-495935186-0020	150	208	69	55	68	69	55	28	27	40	27.7	43	none	0	151	3531
21nov-495935186-0030	225	208	69	55	68	69	55	28	27	40	27.7	46	none	0	160	3945
21nov-495935186-0040	300	208	69	56	68	69	56	29	27	40	27.7	49	none	0	192	4610
21nov-495935186-0050	500	208	69	59	68	69	56	29	27	40	27.7	57	yes	3	231	6004
21nov-495935186-0060	500	480	69	60	68	69	56	29	27	40	27.7	56	yes	4	202	5368
21nov-495935186-0070	1000	480	69	63	71	69	59	32	27	40	27.7	61	yes	4	318	7823

Customer Name: IRBY

Attn: Deb Needs
Email: **needs@irby.com**

PROJECT REFERENCE: Bentonville AR Blanket

WEG is pleased to present our quotation for three phase transformers. The attached proposal is based on our interpretation of any specifications, drawings and/or other information provided to WEG.

Any deviation from the attached bill of material(s), before or after receipt of order, may affect price and delivery. Due to the volatility of the raw materials market, strict interpretation of our quotation validation period must be adhered to. If your quote has expired, please consult your Account Specialist/Product Engineer for a quotation update. The quoted ship weeks will go into effect after all outstanding technical matters have been resolved. Ship weeks are based on plant loading at time of quotation. Please verify current ship weeks when placing an order. Please reference our quotation number and item number on all purchase orders and correspondence.

We will gladly provide any additional information that is required. Should you have any questions, please feel free to contact me or your authorized WEG distributor/sales representative. WEG appreciates the opportunity to provide a response to your inquiry, and we look forward to receiving your order.

Sincerely,

[redacted]

Jenifer Rhodes
Account Specialist
Utility Sales

General Conditions

Validity	From 11/17/2021 through **2/22/2022**
Product(s)	Three Phase Pad-Mount Transformer(s)
Location	Unit(s) will be manufactured in Washington, Missouri
Prices	Firm for the duration of the contract
Taxes	Federal, state, local or any other taxes, and tariffs are excluded.
Freight	FOB Destination - freight prepaid and allowed
Payment	NET 30 days from invoice
Warranty	2 Years - 24 months from date of installation, not to exceed 30 months from date of shipment

Quotation Comments

Proposal Notes (1/2)

DRAWINGS

Any dimensions sent with this quotation are for indication only, and are not binding.

Please remember to request approval drawings at the time of purchase order if required. Approval drawings can be provided, if needed, two (2-4) weeks after receipt of complete order information depending on the type of unit and quantity of designs ordered. IF APPROVAL DRAWINGS ARE REQUIRED, shipment lead-time does not begin until drawings are returned approved by customer. IF NO APPROVAL DRAWINGS ARE REQUIRED, shipment lead-time will begin after receipt of complete order information. Orders entered "on HOLD for APPROVAL" and NOT released within three (3) weeks after receiving factory approval type drawings are subject to price increases at the time of release.

Record Drawings can be sent two weeks prior to shipment.

TECHNICAL NOTES

This Proposal is based on our interpretation of any Specifications, Drawings, and/or other information provided to WEG. Any deviations to the specification with be called out in the "Quotation Comments" section. Accuracy and completeness is the sole responsibility of the End User. If any item or service is not listed it is not included nor implied to be. All Items and services not shown or listed will be the responsibility of the Distributor, Contractor, and End User to furnish and/or provide. All Transformers are shipped with our standard Operations and Maintenance manual, unless otherwise indicated.

Impedance (%IZ nominal) and/or losses quoted are subject to the applicable ANSI tolerances. Average sound level shall not exceed NEMA standards. Rubber Goods such as primary elbow connectors, portable insulated standoff bushings, dead-end caps/plugs, as well as items such as hot sticks, hook sticks, padlocks, and special tools unless specified in the BOM, are customer supplied.

SHIPPING NOTES

Quoted lead-times are based on current factory loading and are subject to change. For more information, please consult the factory before placing an order.

Shipment will be made according to the current lead times after complete order information is received by the factory, inclusive of approval/record type drawings when requested at time of order. If additional information or clarifications are required, a delayed response from the customer may affect the ship date(s) of the unit(s). WEG cannot be held accountable for such delays.

Unless otherwise indicated in this proposal, standard delivery terms are F.O.B. WEG Factory, freight prepaid and allowed. Accurate and detailed ship to address and contact information is required at time of purchase order to assure correct shipping and handling. Freight is included in the proposed equipment price with the customer assuming all risk of loss and damage in transit and liable for cost, such as demurrage or detention, after the purchased equipment has left our loading docks or facility.

TERMS

Unless otherwise indicated in this proposal, payment terms are Net thirty (30) days from date of WEG's invoice. Invoice subject to SERVICE CHARGE if not paid within terms. Subject to credit approval.

Proposal Notes (2/2)

TESTING

This proposal includes standard factory testing. These tests are standard routine test as defined by the latest IEEE C57.12.00 and C57.12.90 standards. Pricing includes WEG "standard" factory tests below:

- Winding Resistance Measurements
- Ratio Test and phase relation
- No-Load Loss and Excitation Current
- Load Losses and Impedance Voltage
- Low Frequency Test
- Applied Voltage on Secondary
- Applied Voltage on Primary (Delta connected only)
- Induced Voltage
- Phase Relation
- Lightning Impulse Testing
- Auxiliary Wiring Dielectric
- Bushing Current Transformer
- Standard Lead Test of Fully Assembled Transformer
- Mechanical Inspection

Accuracy of test equipment is within +/- 3% traceable to national Bureau of Standards and calibrated annually. Additional testing beyond those listed will incur fees per schedule.

Certified test reports can be provided at no additional charge upon indication at time of purchase order placement. Additional testing beyond those listed under "Standard" factory tests are not included in the quoted cost and will incur fees per our "Special Test Prices & Schedule" (copy available upon request). These adders must be identified and added to the Purchase Order description and cost.

CANCELLATION SCHEDULE

If an order cancellation occurs after award, penalties will apply per WEG Cancellation schedule below:

SALES PRICE	STATUS
5%	Order Acknowledged
10%	Order Scheduled
15%	Drawings Issued
30%	Final Material Ordered
40%	Schedules Issued to Plant
50%	Tank Started
65%	Core Started
75%	Coil Started
100%	Core & Coil Assembly, Oven, Tanked, Tested, Final Assembly, Docked, Shipped

TERMS & CONDITIONS OF SALES

Orders must be issued to "WEG Transformers USA, LLC" and are subject to WEG's "Terms & Conditions of Sale". WEG Transformers USA LLC is an ISO certified company. WEG assumes no obligations or liabilities beyond those specified in these proposal notes and the WEG document entitled "Terms & Conditions of Sale" which is available for downloaded on our website www.weg.us or through the link:

https://www.weg.us/wp-content/uploads/2020/12/WEG-TC-Distribution-Transformers.pdf

PRICE ADJUSTMENT MODEL

Methodology and Formulas

The WEG methodology is based upon actual manufacturing cost breakdown of the awarded product. The base period for the products is determined by the material base prices at the time of quotation; in this case it as declared in the 3-phase information section.

The calculation of the new sales price, for orders received starting April 1, 2022 is based upon the percentage content of the sales price that each of the key transformer material components represent in the pricing structure of the product. Indeed the percentage of each component can be calculated based upon the cost component price given in our price data sheet divided by the sales price. These key material components are copper, aluminum, mild steel, mineral oil, core steel, accessories, labor, freight and miscellaneous material such as paint, gaskets, insulation materials, core clamp steel etc. Within these specific key material components, WEG will escalate/de-escalate the sales price each quarter with the understanding that labor, accessories, miscellaneous transformer materials and freight, will be escalated/de-escalated at the beginning of each calendar year. In this case, the first price adjustment date is March 1, 2022.

Key Component Reference Indices

The following Reference Indices of key transformer components shall be used to determine relative changes in price. These indices are based off data from the American Metal Market.

1. **Aluminum**: American Metal Market (AMM - COMEX). Benchmark established is: **$1.49/lb.** Average from the month of **October 2021**

2. **Mild Steel**: Average between hot-rolled steel sheet (for tank steel) and cold-rolled steel sheet (for steel parts) indices used American Metal Market (AMM). Benchmark established is: **$102.65/cwt.** Average from the month of **October 2021.**

3. **Transformer Oil**: This source data has been obtained through our last Cargill invoice from the month of November. Benchmark established is: **$81.75/ gallon.** Average from the month of **October 2021.**

4. **Core Steel**: Due to the uniqueness of the core steel market, WEG will provide current price indicators throughout the review period. The established price will be the average core steel price WEG paid during the last month of the most recent quarter. This market data is provided by the WEG Supply Chain, and is confidential. The benchmark established at the time of quotation is index of **1.00**

5. **Accessories**: This accessories section reflects a combination of several items that are supplied to WEG by other OEM manufacturers. The transformer designs and materials (tellurium copper, aluminum, EPDM rubber, etc.) may vary. We have consolidated this list to an aggregate value in order to simplify the process. WEG has not provided the details for each accessory, as these prices are proprietary information. The sum of the accessories cost and the transformer materials cost is taken at an index of **1.00.**

6. **Labor:** The labor index is fixed for 2021 and subject to review at the beginning of each calendar year, beginning for orders received March 1, 2022.

7. **Other Transformer Materials:** All other transformer components, including but not limited to paint, insulation materials, hardware, and gaskets, are factored into the Manufacturing Cost, and cannot be neglected. Similarly to labor, these values are fixed for 2021 and will be subject to review at the beginning of each calendar year, Orders received after March 1, 2022 will include this updated cost. The benchmark established at the time of quotation is index of **1.00**, which means as transformer materials fluctuate during quarterly price adjustments.

8. **Overhead & Margin:** This value will be fixed for five years. Benchmark established is: **1.000.**

9. **Freight**: Freight includes the shipping costs for units transported from WEG Transformers USA (located in Washington, Missouri) to the final destination, specified by IRBY City of Bentonville AR. This value is fixed for 2021, and subject to review at the beginning of each calendar year. Orders received April 1, 2022 will include this updated cost. WEG will advise IRBY City of Bentonville AR of the new average shipping cost at the end of each year.

Proposed Price Adjustment Model

Due to the nature of the transformer designs, the weighting of each key transformer component may vary significantly between designs – WEG can provide these percentages for each design. We have provided **EXAMPLES** below to reflect the proposed Price Adjustment Model. Actual price adjustment models will be submitted at time of contract pricing review.

Table 1
≤300 KVA

COMMODITY	% WEIGHTING
OIL	5%
WINDING MATERIAL	4%LV 6%HV
STEEL	17%
CORE STEEL	12%
ACCESSORIES	10%
OTHERS	4%
LABOR	17%
FIXED	25%
FREIGHT	1%

Table 2
≥500 KVA

COMMODITY	% WEIGHTING
OIL	5%
WINDING MATERIAL	5%LV 9%HV
STEEL	11%
CORE STEEL	18%
ACCESSORIES	6%
OTHERS	5%
LABOR	14%
FIXED	26%
FREIGHT	1%

Every quarter WEG will calculate new material indexed cost based upon the quarterly evolution of the materials indexes or prices per the proposed methodology as established under the key component reference index or prices. Make note that each key component will be used in accordance to the price adjustment timing below.

Adjustment Timing

COMMODITY	REMARKS
CORE STEEL	Will be adjusted quarterly, starting orders received March 1, 2022.
MILD STEEL	Will be adjusted quarterly, starting orders received March 1, 2022.
COPPER	Will be adjusted quarterly, starting orders received March 1, 2022.
ALUMINUM	Will be adjusted quarterly, starting orders received March 1, 2022.
OIL	Will be adjusted quarterly, starting orders received March 1, 2022.
ACCESSORIES	Will be fixed for orders received in 2021 and adjusted thereafter at the beginning of each calendar year, starting any orders received in 2022.
LABOR	Will be fixed for orders received in 2021 and adjusted thereafter at the beginning of each calendar year, starting any orders received in 2022.
OTHER TRANS. MAT'LS	Will be fixed for orders received in 2021 and adjusted thereafter at the beginning of each calendar year, starting any orders received in 2022.
FIXED COST	Is gross profit and will remain fixed for term of contract
FREIGHT	Will be fixed for orders received in 2021 and adjusted thereafter at the beginning of each calendar year, starting any orders received in 2022.

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Human Resources**
Submitted by	**Ed Wheeler**
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):*

Ordinance to be adopted by City Council to approve the 2022 City Pay Plan. All costs associated with the adoption of the pay plan are included in the 2022 budget.

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

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

29 November, 2021

To: Bentonville City Council

From: Human Resources

Subject: Memo Concerning Adopting the 2022 City Pay Plan

1. Staff recommends that the City Council approve the Ordinance adoption of the 2022 City Pay Plan with an “Emergency Clause.”.

2. Annually in December the City presents the next year’s pay plan for approval. The 2022 pay plan is a compilation of the following pay and personnel items:

   A. New positions that were approved as part of the 2022 budget;
   B. Additions and modifications to “Job Families” that are in the pay plan;
   C. Positions upgrades; and
   D. Changes in department/cost center assignments.

3. Attached is a listing of these 2022 pay plan changes, shown by the “Funds” that they represent.

4. The pay ranges in the pay plan remain unchanged for 2022 and no new positions have been added except as specified in the 2022 City budget.

DEPT	ACTION	STATUS	GRADE	QTY	FROM/TO/ADD POSITION	GRADE	FUND
Admin	Change	Existing	18	1	From P/T HR Specialist to F/T HR Specialist	18	General
Admin	Change	Existing	20	1	From Accounting Specialist III to HR Generalist	22	General
Admin	Add	New	N/A	1	Employee Relations Specialist	19	General
Admin	Add	New	N/A	1	IT Service Desk Coordinator	22	General
Admin	Add	New	N/A	1	IT Facilities Coordinator	21	General
Admin	Add	Existing	20	1	Systems Technician II	20	General
Accounting	Add	New	N/A	1	Payroll Manager	33	General
Accounting	Add	Existing	33	1	Accountant	33	General
Accounting	Add	New	N/A	1	Purchasing Specialist I/II/III	16/17/20	General
District Court	Add	New	N/A	1	Administrative Technician	18	General
District Court	Add	New	N/A		Deputy Court Clerk III - Job Family Addition	19	General
Planning	Add	New	N/A	1	Business Development Coordinator	19	General
Planning	Add	Existing	20	1	Planning Technician	20	General
Engineering	Add	Existing	33	1	Engineering Project Manager	33	General
Engineering	Add	Existing	17	1	PT Administrative Assistant II	17	General
Engineering	Add	Existing	21	1	Engineering Permitting/Project Coordinator	21	General
Police	Add	Existing	41	5	Police Officer II	41	General
Police	Add	Existing	41	1	Police Officer II - Traffic Enforcement	41	General
Police	Add	Existing	17	2	Police Clerks II - Records	17	General
Police	Add	Existing	41	1	Police Officer II - Detective	41	General
Police	Add	Existing	60B	1	Telecommunicator	60B	General
Fire	Add	Existing	53	9	Firefighter II	53	General
Fire	Add	Existing	54B	2	Fire Inspectors	54B	General
PW Maint.	Add	Existing	19	1	Custodial Crew Leader	19	General
Parks & Rec	Add	Existing	18	1	Mechanic - Parks	18	General
Parks & Rec	Change	Existing	17	1	Recreation Specialist - PT to FT	17	General
Parks & Rec	Add	Existing	15	1	Parks Maintenance Worker - II	15	General
Parks & Rec	Add	Existing	16	1	Parks Maintenance Worker - II Trails	15	General
Library	Add	Existing	82	2	Part-Time Library Clerk - II	82	General
Library	Add	Add	N/A	1	Library Specialist III Job Family Addition	19	General
Animal Svcs	Change	Existing	34		Dept Change - Animal Svcs Mgr - to Animal Services	34	General
Street	Add	New	N/A	1	Apprentice Traffic Technician	20	Street

DEPT	ACTION	STATUS	GRADE	QTY	FROM/TO/ADD POSITION	GRADE	FUND
Water Util.	Add	New	N/A	1	Meter System Foreman	107	Utility
Water Util.	Add	New	N/A	1	Water Controller Foreman	107	Utility
Water Util.	Add	Existing	101	1	Water Distribution Specialist	101	Utility
Water Utii.	Add	Existing	101	1	Wastewater Collection Specialist	101	Utility
Water Util.	Add	Existing	109	1	Construction Inspector	109	Utility
Utility Bill	Add	Existing	16	1	Customer Service Rep II	16	Utility
Utility Bill	Add	New	N/A	1	Collections Specialist	16	Utility
Electric	Add	Existing	93	2	Electric Technician - Locator	92	Utility
Electric	Add	Existing	93	1	Electric Technician	93	Utility
Electric	Add	Existing	95	4	Journeyman Lineman	95	Utility
Animal Svcs	Add	Existing	15/17	1	Administrative Assistant I/II	15/17	General
Animal Svcs	Add	New	N/A	2	Kennel Technician	15	General

* City Council Approved a 5.9% COLA when the 2022 City Budget was passed.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING CERTAIN AMENDMENTS TO THE 2022 PAY PLAN FOR THE CITY OF BENTONVILLE, ARKANSAS, AND DECLARING AN EMERGENCY.

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

Section 1: That certain amendments to the City of Bentonville Pay Plan should be, and the same are hereby approved, as attached hereto as Exhibit "A."

Section 2: That because of the immediate need to implement these amendments in order to recruit and retain qualified personnel in order to provide for the public health, safety and welfare, an emergency is declared to exist and this ordinance shall be in full force and effect from and after the date of passage and approval.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Human Resources**
Submitted by	**Ed Wheeler**
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):*

Ordinance to be adopted by City Council approving the 2022 City Personnel Policy Manual. All changes to the City Personnel Policy manual involving funding have been included in the 2022 budget.

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

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

30 November, 2021

To: Bentonville City Council

From: Human Resources

Subject: Memo Concerning Adoption of the 2022 City Personnel Policy Manual

1. Staff recommends that the City Council approve the Ordinance adopting the 2022 City Personnel Policy Manual with an "Emergency Clause."

2. The City reviews the personnel policy manual every 3-4 years to incorporate past approved changes and new changes that are recommended by the review committee. The current policy manual was last reviewed and adopted effective 1/1/2019.

3. The City recently put together a policy manual review committee consisting of 11 department heads/managers and the HR department. The committee reviewed 9 chapters of the personnel policy manual over a 4-month period and the recommended changes were further reviewed by the City legal department. The changes incorporated previously approved individual policy changes and newly recommended changes.

4. The committee identified a significant number of changes, most were small grammatical changes, clarifications, and Federal/State/employment law changes.

5. Attached are the most significant changes that are being recommended for approval and incorporation in to the newest edition of the City personnel manual. These changes are shown in **"BOLD BLUE".**

6. Once approved this edition of the City personnel policy manual will become effective immediately.

2022 Personnel Policy Manual

Significant Changes

1.4.4 **Temporary.** **These are workers supplied by a temporary staffing agency to fill short-term or seasonal work assignments. The City Purchasing Department works with City departments to renew this temporary employment services contract periodically, through a Request For Qualifications (RFQ) and provider selection process. Prior to undergoing these processes, the Purchasing department solicits recommended additions, deletions, and changes to incorporate in this process. The final amended contract is approved by City Council. ALL City departments using temporary employment services are bound by the provisions of this contract.**

1.19 **New Hire Orientation.** **All new employees shall be scheduled to meet with the Human Resources office within the first week of employment for "On-Boarding". At that time, they will complete all necessary forms, have their picture taken for a City identification badge (if requested by their department), and be given appropriate information on City employment. Additionally, various level of computer and communication access will also be provided by the Information Technology (IT) Department. All new employees and rehired employees will be required, at the time of hire to show proof that they are legally eligible for employment. The hiring department shall provide an "Offer Letter" detailing the basic terms of their employment. The City on-boarding process serves to welcome and orient the new employee to the City and will cover topics like:**

- **City Structure**
- **Mission Statement and Core Values**
- **Basic City Employment Policies**
- **Employee Self-Service**
- **Payroll and Time Entry**
- **Ethics**
- **Family & Medical Leave Act (FMLA)**
- **Sick Leave**
- **Vacation, Holidays, Comp Time**
- **Safety and Workers Compensation**
- **Harassment**
- **Diversity and Inclusion**
- **Open Door Policy**

The hiring departments are expected to conduct their own department orientation to cover additional topics like:

- Work standards and regulations
- Hours of work, time cards or reports, leave requests
- Duties of the position
- Safety rules and procedures, location of safety or protective equipment
- Location of tornado shelters and emergency evacuation plans/routes
- Tour of the work area, including location of equipment, supplies, etc.
- Introduction to co-workers
- Location of authorized parking areas
- Location of authorized smoking areas
- Location and/or access to the personnel policy manual
- Schedule for lunch and breaks and appropriate break areas
- When and whom to report absence from work
- Who is responsible for performance planning and reviews

2.2 **Work Schedules.** **Different departments within the City can have different work schedules as specified by the Mayor and the Department Head, consisting of varying work days and varying work hours. Regular work hours for all full-time hourly employees, (except shift firefighters) shall be forty (40) hours per week for a total of 2,080 hours per year, divided into 26 pay periods of 80 hours per pay period. Salaried employees shall be required to work the number of hours per day/week (within reason) that it takes to get their job done. With the approval of the Mayor, each Department Head or Manager establishes the regular working days and hours for their department. Departments that provide direct support to the public need to adopt and maintain working hours and days that support the needs of the public, and be flexible to changing needs. Each Department Head or Manager reserves the right to adjust and change hours of work, days of work, and work schedules to fulfill the City's responsibility to the citizens of Bentonville. Changes in work schedules will be announced as far in advance as possible. If employees wish to work a different work schedule within their department they must first obtain the approval of their supervisor.**

2.8.3 **City Closure.** **There may be times when the weather or other community-wide emergencies will necessitate the physical closure of City buildings to the public. The City is committed to remaining open for business and having telephone and/or on-line services available to citizens. Police, Fire, and Emergency Communications facilities are never closed for business. In these circumstances the Mayor or the Mayor's designated representative shall decide if City buildings will physically close to the public. If that decision is made, department heads, managers, and/or supervisors will identify any hourly employee(s) that can effectively work from home to conduct telephone and/or internet services and those employees will receive their normal pay for those hours worked. It is recommended that managers and supervisors identify these employee well in advance of a significant inclement weather or emergency event and work with the IT department to ensure that these**

designated employees have the access and tools they need to conduct this City business. Once employees are identified to work from home, those who are unable or unwilling to work from home will be required to use accrued vacation or compensatory time in order to receive pay. During those hours that City facilities are shut down, and managers and/or supervisors REQUIRE employees to physically report to work, those employees will be paid at a "Double-Time" rate of pay during this period. This does not apply to employees working remotely. No other form of compensation or time off for employees will be authorized.

2.8.4 **Working from Home.** **With advances in technology and connectivity there may be opportunities for some employees to occasionally be able to work from home. The decision to allow employees to work from home will be based on a variety of factors, generally limited to inclement weather events, natural disasters, and community medical or health emergencies. It will not be authorized for personal convenience or personal health situations of employees unless approved by the department head for special circumstances and emergencies on a case by case basis. The decision to allow employees to work from home will be up to the manager's discretion, and based on the following:**

A. The type of work the employee performs;
B. The level of confidential work the employee performs;
C. The data connectivity that the employee has access to at their home;
D. The availability of portable City-provided computers; and
E. The ability for the employee to access the City networks.

Employees who cannot perform their job duties remotely should not be considered for approval to work from home. If the employee cannot Employees will not receive any additional compensation for working from home and the City will not purchase any special equipment or connectivity. The permission to work from home can end at any time and without advanced notice.

3.3 **Conflict of Interest.** Employees should avoid situations that might cause conflicts of interest with the City, or that might compromise the City's integrity and reputation. A conflict, or the appearance of one, occurs when an employee (or their relative, friend, or business associate) uses the employee's position at the City for personal benefit through an investment, association, or business relationship that interferes with the employee's ability to exercise independent judgment on behalf of the City. No reward, gift, gratuity, or other form of remuneration or compensation shall be requested from or received from any individual, group, or organization by employees of the City solely for the performance of their duties as employees of the City. This action could constitute a "bribe" or "kickback", which is a violation of Arkansas state law.

There are instances where individuals, groups, or organizations give the City "Gifts" or "Donations" covering a wide range of items or services. For these gifts or donations to be "legally acceptable", they must meet the requirements set forth

under Arkansas law and as established by Bentonville City ordinance # 99-101 of 12 October, 1999. The taking of cash or "cash equivalents (cash cards, gifts cards, etc…) is ALWAYS prohibited. Other gifts, including lunches, souvenirs, giveaways, advertising materials, and product samples are limited to a value of one hundred dollars. Acceptance of any items valued in excess of one hundred dollars must be approved by the Staff Attorney before accepting. Regardless of the item or service, no employee may use these gifts or services for personal gain or personal profit. Whenever an individual, group, or organization wants to give the City "Large" or "Unusually Expensive" gifts or donations, the manager or supervisor should check with the Staff Attorney before accepting.

3.6 **Problem Resolution.** **The City has a true "Open Door" policy for all employees who have a work-related problem, issue, or concern and need help. An open door policy means that any employee can discuss any work-related problem with any member of their Department's Management, Human Resources, the Staff Attorney, or the Mayor without fear of reprisal. The preferred method is for the employee to follow their department "chain of command", discussing the problem, issue, or concern first with their immediate supervisor and giving that person an opportunity to resolve the problem at the lowest possible level.**

If the problem is not resolved at the lowest level, or the problem, issue, or concern involves the immediate supervisor, the employee may request to speak to another member of their department's management higher up the chain of command. The employee can follow this process through the sequential levels of management, ending with the Mayor. If the problem involves a supervisor in their direct chain of command, employee can by-pass this preferred method and come directly to Human Resources or the Staff Attorney.

3.7.2 **Medical Marijuana.** **Amendment 98 to the Arkansas Constitution has legalized the use of medical marijuana for certain qualifying individuals. Amendment 98 also includes a "Safe Harbor" provision for employers who employ employees in "Safety Sensitive Positions". In accordance with the amendment, the City has reviewed all their employment positions and has designated on each job description whether the position is safety sensitive or non-safety sensitive. Additionally, the City also complies with U.S. Department of Transportation's commercial drivers licensing requirements. Whenever new positions are added, or periodically when existing positions are reviewed, the "safety sensitive" status of each position is reviewed, and changes are made accordingly.**

3.12 **Investigations** **Whenever there appears to be a "Policy Violation" it may become necessary for the City to conduct an investigation into the circumstances of the alleged violation(s). This process is important to preserve public confidence and internal morale and should be conducted in coordination with the Human Resources Department and Legal Department. Depending upon the seriousness and nature of the violation, and following consultation with these departments, the**

investigation may involve interviews with employees and other witnesses.

In processing complaints and handling investigations, the City will uphold and defend the legal rights of employees and follow proper procedures called for by pertinent laws when interviewing an employee.

Following the investigation,, findings shall be documented and referred to the Department Head for disposition and recommendation. Types of dispositions include:

Unfounded - Allegation is false or not factual;

Sustained - Enough evidence to prove allegation;

Not Sustained - Not enough evidence to prove or disprove allegation; and

Exonerated - Incident happened, employee's actions were lawful and proper.

These findings ensure that complaints are investigated, while also protecting employees from unfounded complaints. After evaluation of the facts and circumstances of a sustained complaint, the Department Head may consider and implement proper disciplinary action, upon consultation with the Human Resources Department and Legal Department, and subject to other pertinent provisions of the personnel policy (particularly with regard to suspension or termination).

5.1.2 **Termination.** **Any unused vacation and compensatory time is paid out upon termination. The maximum pay out for accrued vacation and accrued compensatory time off is the balance of the employee's vacation and compensatory time banks. Employees may not take "Terminal Vacation" when leaving employment with the City. Terminal vacation is defined as taking accrued vacation in conjunction with a written resignation or retirement.**

6.15 **Management of Sick Leave/Pay.** Sick pay is provided by the City as a benefit to avoid loss of pay on those occasions where employees must miss work due to illness or doctors' appointments. Employees need to understand that sick pay is not an entitlement, like vacation, where employees are expected to use all the hours in their accounts. It is provided as a "financial safety net". An employee does not have the "right' to take off a certain number of hours every month, and are not automatically entitled to all the sick pay hours in their account if they are not sick or do not have doctor appointments.

The City has established a "Standard" for the use of sick leave/pay for all departments, that apply equally to all employees in all situations. Once an employee has used 40 hours of "undocumented" sick leave (120 hours for shift firefighters), whether paid or unpaid, that employee will be placed on "Restricted Sick Leave**". Beginning each calendar year, the Human Resources Department will review the sick leave usage for all employees in the City. Employee's attendance records will be evaluated for the**

previous 12 month period to determine if they should be assigned to the restricted sick leave program. Additionally, at any time during the year department heads/managers may request the Human Resources Department to evaluate an employee's attendance record for the past 12 months to see if they should be assigned to the program.

6.2.4 **Entitlement** For eligible employees, FMLA time covers both paid sick leave and leave without pay for a maximum of 12 work weeks of five work days each consisting of eight-hour work days (12 work weeks x 40 work hours) in a rolling twelve month period looking backward from the date of the request. This calculates to 1440 work hours for firefighters and 480 work hours for all other employees). **For employees who are out on FMLA for maternity reasons and using their accrued sick time, the City grants the employee up to Six (6) weeks of paid time off. After the 6 paid weeks have elapsed, the employee will have to provide a doctor's note from their/spouses doctor indicating they/spouse/child are still under a doctor's care and have not been released back to work, in order to continue using their accrued sick pay while on their remaining 6 weeks of FMLA entitled leave.**

6.2.5 **Provisions for Spouses Both Working for the City. Title 29 of the Code of Federal Regulations (CFR), Sub Section 825.202(a) outlines FMLA leave provisions when both employees work for the City. When two employees are legal spouses or partners, both are eligible for FMLA leave, both taking FMLA leave for the birth of the their child, and both work for the City, they are limited to SHARE the 12 weeks of FMLA leave in any time division they choose. In the event of a different FMLA leave qualification, each employee can use their remaining unused FMLA time for that qualifying FMLA event.**

6.2.6 **Compliance with the Act. The FMLA is Federal law governing the administration of the FMLA for all qualified employees. All qualified employees who are using FMLA leave are subject to ALL the provisions of the Act, as specified in 29 CFR, Part 825. The employees using the FMLA are solely responsible for knowing, understanding, and complying with ALL the provisions of the Act at the time the employee(s) is/are using the FMLA, and subject to any changes in the act or to the employee's leave qualification status.**

6.6.2 **Procedure.** Upon receiving a request from the employee to receive additional sick pay from the catastrophic sick leave bank, the employee's department head or manager will make a written recommendation to the human resources department, accompanied by the employee's request and documentation from the employee's physician that a catastrophic illness exists. Examples of catastrophic illness includes, but are not limited to, cancer, advanced Alzheimer's disease, leukemia, major organ removal, transplant surgery, etc. That package will be submitted for review to a committee appointed by the Mayor. If the request is approved by the Mayor's committee, the employee may begin receiving hours

from the bank. Police Officers and Firefighters will continue to be paid holiday pay each pay period. **Employees who are on approved catastrophic sick leave will no longer accrue sick time until they are removed from the program.**

7.4.3 **Active Duty Recall**. **A.C.A. 21-4-212 provides guidance for any employee who is called to active duty, whether voluntarily or involuntarily, to serve in support of a war or armed conflict (as defined by the US Military) or for service in support of any "Emergency Situation" (defined as an invasion, disaster, insurrection, riot, breach of peace or imminent danger thereof, threats to the public health or security, or threats to the maintenance of law and order) will receive an additional thirty (30) days of City pay, in addition to their annual 15 days active duty service pay. This provision DOES NOT apply to employees who are serving on humanitarian relief assignments.**

7.6.1 **Relatives.** Paid bereavement leave may be granted not to exceed 24 work hours for all full-time employees in the case of death of one of the employee's family members. **For "direct" family members** (employee's spouse, parent, child, grandchild, brother, or sister) employees may receive up to 24 work hours. For "secondary" family members (employee's stepparent, stepchild, stepbrother, stepsister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse's parent, or spouse's grandparent) employees may receive up to 12 work hours. **To receive this benefit the employee must participate in or attend the funeral services, whether in person or on-line, if available. The City recognizes that employees may have non-traditional family relationships to include foster, adopted, and blended families and exceptions to these bereavement policies can be made in writing by the employee's Department Head or the Mayor.**

8.6.1 **Tuition Assistance.** The City does provide "Tuition Assistance" to qualified employees to **ASSIST** with the cost of attaining a "job related" Bachelors or Masters degree or technical certification. This program will assist in paying tuition expenses, lab fees, and books for college level **JOB RELATED** courses taken by regular full time employees who have completed at least one year of full time employment with the City. Additionally, employees may only receive tuition assistance for educational institutions which are nationally accredited and provide transferrable college credits. **All requests for tuition assistance MUST be approved in-advance by the Department Head, Human Resources, the Finance Director, and the Mayor.** Exceptions to these requirements and this policy can only be granted by the Mayor.

8.7 **Service Anniversary Recognition.** At the City's annual holiday luncheon, full-time and part-time employees who reach a significant milestone anniversary that year (5th, 10th, 15th, 20th, 25th, and 30th) years of consecutive service to the City, based on their date of hire, are recognized with a certificate and a service award. **After 30 years of consecutive service to the City, employees are eligible for an additional service award for every**

five years of service, with an additional $50.00 added for each service award milestone. The service award normally take the form of a bank check and are structured as outlined below. **These awards reflect "Gross" amounts.**

Five Year Anniversary - $30.00

Ten Year Anniversary - $60.00

Fifteen Year Anniversary - $90.00

Twenty Year Anniversary - $120.00

Twenty Five Year Anniversary - $170.00

Thirty Year Anniversary - $220.00

8.9 **College Degree Additional Pay**. **The City compensates employees who have a college degree from an accredited college or university. Employees who possess an Associates degree receive an additional $35.00 per pay period. Employees who possess a Bachelors degree receive an additional $100.00 per pay period. Employees who possess a Master degree, Professional Engineer (PE) certification, or a Juris Doctorate receive an additional $150.00 per pay period. Employees are required to provide "Proof" of graduation.**

8.10 **Bilingual Additional Pay. The City compensates employees who are "Bi-Lingual" an additional $100.00 per pay period. The City determines which languages are eligible for the bi-lingual additional pay based on Northwest Arkansas population density of 5% or more as determined by the Arkansas Northwest Council's ethnicity data.**

10.2.7 **Cost of Living Adjustments. Each year, the Mayor shall decide whether a Cost of Living Adjustment (COLA) will be recommended to City Council. If funds are available for such a recommendation, the increase will be based on the annual "Social Security COLA" that is determined by the Social Security Administration, to take effect the first pay period of the new year. If less funds are available than can support the Social Security COLA, and if the Mayor still wants to recommend a COLA, the Mayor will determine an amount that can be supported by the annual budget. If recommended to and approved by the City Council, the COLA will be applied to all eligible employee salaries unless the employee is covered under the City's "Top-Out Pay" provision contained in Section 10.2.7.1 . If the Top-Out Pay provision is not in effect for a calendar year, topped out employees will receive any approved COLA pay in a lump sum at the beginning of the calendar year. Electric employees who have "Craft Rates" and elected officials who have "Fixed Rates" will have the COLA added to their respective rates. And will be effective at the beginning of**

the first pay period that of the new year. Raises for elected officials may be addressed separately by the City Council.

10.2.7.1 **Top Out Pay.** The City values the service commitments of our long- term Employees and recognizes that some employees may "Top Out" in their pay ranges before they retire or leave the City. Once an employee tops out in their pay range, they are no longer eligible for annual promotional increases or Cost of Living Allowances. To address this, the City has established a "Top Out Pay" for those employees who meet the following conditions. **The provisions of this section are effective with the start of budget year 2023.**

A. The employee is currently topped out in their pay grade and the employee's position is not associated with a job family/apprenticeship program with opportunities in higher grades;

B. The employee is currently working as a regular, full-time employee, at least 32 hours per week;

C. The employee has received an overall numerical rating of 3.0 or higher grade on their most recent performance appraisal;

D. The employee is not the subject of a Performance Improvement Plan (PIP) or any other disciplinary action within the past 12 months; and

E. The employee is not currently on Restricted Sick leave (RSL).

At the end of each calendar year, employees who meet the above requirements will be eligible for an annual Top Out Pay up to One Half (1/2) of the annual increase amounts approved by City Council through the annual budget process, up to a maximum of 1.5%. This Top Out Pay will be paid in a lump-sum, and will be subject to appropriate deductions (state & federal taxes , pension costs, etc…). **The 1.5% Top out pay will be paid in a lump sum amount at the beginning of the new calendar year.**

Even though employees may qualify for the Top Out Pay, the City will continue to offer and encourage employees to seek out educational opportunities, skill enhancements, certifications, and career changes to enable them to seek out and qualify for positions that offer higher pay ranges and greater earning opportunities.

10.2.8.10 **Hiring Outside Candidates.** **Whenever the hiring manager has a choice of promoting a fully qualified "Internal" candidate (active employee) or hiring an equally qualified external candidate, the Mayor has the authority to approve a promotional wage for the internal candidate that would be equal to the starting wage offered to the external candidate.**

ORDINANCE NO._____

AN ORDINANCE AMENDING ORDINANCE NO. 2021-169; CHANGING THE EFFECTIVE DATE OF THE TOP OUT PAY POLICY; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, on August 10, 2021, the City of Bentonville City Council passed Ordinance No. 2021-169 amending the Personnel Policy to include section 10.2.7.1 Top Out Pay;

WHEREAS, this policy limits pay increases, to up to one-half or 1.5 percent of the total amount approved for merit or Cost of Living Adjustment (COLA), for employees who are topped out in their pay range;

WHEREAS, at that time of passage, no decision had been made regarding approving a COLA for City Employees in 2022;

WHEREAS, pursuant to the City of Bentonville Personnel Policy, a Cost of Living Adjustment is typically based on the Social Security Administration Cost of Living calculation, which was unusually high for the year 2022;

WHEREAS, the City Council followed this standard, as well as the recommendation of the Mayor and staff, in approving a 5.9 percent COLA in the 2022 City of Bentonville Budget; and

WHEREAS, the City Council has determined, based on the recommendations of the Personnel Policy Committee consisting of City of Bentonville staff representatives, that initiation of the Top Out Pay Policy in a year of an unprecedented COLA would be disruptive to employee retention and morale.

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

Section 1: The Ordinance No. 2021- 169 of the City of Bentonville, which created section 10.2.7.1 of the Bentonville Personnel Policy, should be and the same is hereby amended to provide for an effective date of January 1, 2023;

Section 2: Emergency Clause: The need to change the date of this policy amendment is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 3: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2021.

ATTEST:

_____
Kirby Romines, City Clerk

APPROVED:

_____
Stephanie Orman, Mayor

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Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution setting a public hearing for January 11, 2022 for a Utility Easement Vacation requested for 806-808 NE A Street (VAC21-0031).

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

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

N
W E
S
1 inch = 55 feet

VAC21-0031
Proposed Easement Vacation

RESOLUTION NO._____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Bixby Properties, LLC requesting a utility easement vacation (VAC21-0031) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

PART OF LOTS 24 AND 25, BLOCK 23, DEMINGS 2ND ADDITION TO THE CITY OF BENTONVILLE, ACCORDING TO LOT SPLIT FILED AS LAND DOCUMENT L201951023, SEPTEMBER 26, 2019, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 24, BLOCK 23; THENCE BY BEARING AND DISTANCE (BASIS OF BEARING, GRID NORTH), SOUTH 66°11'31" EAST ALONG THE NORTH LINE OF SAID LOT 24 A DISTANCE OF 20.00 FEET TO THE EASTERLY LINE OF AN EXISTING 20' UTILITY EASEMENT; THENCE SOUTH 22°47'32" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 20.91 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EASTERLY LINE, SOUTH 66°11'31" EAST A DISTANCE OF 138.41; THENCE SOUTH 23°48'29" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 66°11'31" WEST A DISTANCE OF 138.06 FEET TO A POINT ON SAID EASTERLY LINE OF AN EXISTING 20' UTILITY EASEMENT; THENCE NORTH 22°47'32" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing January 11, 2022 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

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

_____
Kirby Romines, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

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 of IFB 21-71 to Crossland Heavy Contractors for the construction of street infrastructure improvements to include a protected bicycle lane on both NW 3rd and SW 8th. Crossland Heavy Contractors submitted the sole bid for this project. Staff has reviewed the project scope of work and believes it is appropriate to award this bid as submitted. The project deliverables differ from the type of work that has been contested separately and was referenced by counsel for NACA at a previous Council meeting. Additionally, staff and engineering oversight will enable the City to directly monitor compliance with contract terms and specifications for this project.

Estimated Cost	**$1,596,231.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

This project will be funded by both a Walton Family Foundation grant in the amount of $1,400,000 and funds from the Street Reserve fund in the amount of $196,231 for a total of $1,596,231.

Memorandum

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: December 2, 2021

Re: NW 3rd and SW 8th improvements – Budget Adjustment and Bid Award

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Staff recommends and is seeking approval of the Bid Award of IFB 21-71 to Crossland Heavy Contractors and Budget Adjustment associated with the street improvements including a protected bicycle lane on portions of both NW 3rd and SW 8th. The Walton Family Foundation granted the funds to pay for the Design of these projects and an additional $1,400,000 grant toward the construction of this project.

The City would fund the remaining $196,231 with this approved budget adjustment and those funds would come from the Street Reserve Fund.

Through the bid process, one bidder turned in bids as shown:

Engineers Estimate	$1,074,000
Crossland Heavy Contractors	$1,596,231

Staff agrees that a rebid of this project would not likely result in lower bids, and taking into account the results of other estimates throughout the City, the increase from the Engineers Estimate is expected. Staff has reviewed the project scope of work and believes it is appropriate to award this bid as submitted. The project deliverables differ from the type of work that has been contested separately and was referenced by counsel for NACA at a previous Council meeting. Additionally, staff and engineering oversight will enable the City to directly monitor compliance with contract terms and specifications for this project. Staff recommends that this contract bid be awarded as shown.

Please call or email me with any questions or comments at 479-271-5964 or dbirge@bentonvillear.com.

Thanks for your consideration of these items.

DOCUMENT 00400

BID FORM

NOTE TO BIDDER: Please use BLACK ink for completing this Bid form.

To. City of Bentonville

Address: 1000 SW 14th

Street

Bentonville, AR 72712

Project Title: Bentonville Bikeway Designs – Projects 1B & 3
Interim Striping Plan

Engineer's Project No.: C0098.00

Arkansas Contractor's

Date: 11/1/2021 License No.: 0107301121

Bidder: Crossland Heavy Contractors, Inc.

Address: 501 S. EAST AVE - Columbus, KS 66725

Bidder's person to contact for additional information on this Bid:

Name: Dan Thompson

Telephone: 479-366-1637

ADDENDA

The Bidder hereby acknowledges that he/she has received Addenda Numbers:

NO 1 10-21-21 to these Specifications.
(Bidder insert number of each addendum received.)

INSURANCE AND BONDING REQUIREMENTS

The Bidder hereby acknowledges that he/she has read and understands the performance bond, payment bond, and insurance requirements for this project as specified in the General Conditions. If awarded a construction contract, the Bidder

agrees to furnish the required bonds and insurance certificates within fifteen (15) days of the date [redacted]

Signature [redacted] Title Marc Sell, President

MEASUREMENT AND PAYMENT

The Bidder hereby acknowledges that he/she has read and understands Section 01025 - Measuremer[redacted]or to completing this Bid Form.

Signature [redacted] Title Marc Sell, President

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he has exercised his own judgment and has utilized all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at his own conclusions.

The Bidder states that he has experience in and is qualified to perform the work herein specified and, if he does not have craftsmen experienced and qualified in any phase of the work for which this Bid is offered, that he will subcontract the work under said phase to a contractor who does have the necessary experience and qualifications.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 15 days after notice of award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner the Performance Bond and Payment Bond required herein, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE, PAYMENT BOND, AND PERFORMANCE BOND

The Bidder further agrees to furnish the Owner, before executing the Contract, the certificates of insurance, Payment Bond, and Performance Bond as specified in these Documents.

START OF CONSTRUCTION, CONTRACT COMPLETION TIME, AND LIQUIDATED DAMAGES

Start of Construction, Contract Completion Time, and Liquidated Damages are stated in Document 00500 - Contract.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

UNIT PRICE BASE BID

Any Bid may be rejected which contains material omissions, or irregularities, or in which any of the unit prices are obviously unbalanced in the opinion of the Owner. Also, a bid may be rejected if, in any manner it shall fail to conform to the conditions of the published Bidding Requirements and Contract Documents.

The bidder agrees to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in the Contract Documents.

BASIS OF AWARD

The Bidder understands that the Contract will be awarded to the most qualified bidder with the lowest Total Base Bid that the Owner may choose that makes the Project cost acceptable to the Owner. The Owner reserves the right to waive irregularities, reject bids, choose the most qualified bidder for the
Project, and to postpone award of the Contract for a period of time which shall not exceed beyond 90 days from the bid opening date.

PAYMENT SCHEDULE

A detailed payment schedule for each structure or unit shall be submitted by the successful low Bidder. The successful low Bidder shall meet with the Engineer and Owner in Bentonville, Arkansas, to review the format and details of the payment schedule. This meeting shall be held within 5 days of notification that the Contractor is the low Bidder. The purpose of the meeting shall be to establish an acceptable format for the payment schedule. The construction detailed payment schedule shall be completed by the Contractor 14 days after the meeting and submitted to the Engineer and Owner for review and approval. Failure of the Contractor to submit the payment schedule as required may result in the Owner's rejection of the Bid or delay in processing the Contractor's request for a progress payment.

SUBCONTRACTORS

The Bidder further certifies that proposals from the following subcontractors were used in the preparation of this Bid; and if awarded a contract, Bidder agrees to not enter into Contracts with others for these divisions of the Work without written approval from the Owner and Engineer.

TIME STRIPING	VANCE BROTHERS
Subcontractor	Subcontractor
00172804 20	00 57410420
Arkansas Contractor License #	Arkansas Contractor License #
P.O. Box 1236 Van Buren, AR 72957	5201 Brighton Kansas City, MO 64130
Street Address, City, State, Zip Code	Street Address, City, State, Zip Code

Hutchens Asphalt	
Subcontractor	Subcontractor
0133390422	
Arkansas Contractor License #	Arkansas Contractor License #
515 Sanders ~~Spec~~ Ave, Springdale, AR	
Street Address, City, State, Zip Code 72764	Street Address, City, State, Zip Code

SUPPLIERS/VENDORS

The Bidder shall list the suppliers/vendors where material for this Project will be purchased from and successful Bidder shall update suppliers/vendors during construction of the Project.

APAC / Arkhola	Tran Tex
Supplier/Vendor Name	Supplier/Vendor Name
755 E. Mustad Rd. Fayetteville, AR	3310-D Frick Road Houston, Tx 77086
Street Address, City, State, Zip Code 72703	Street Address, City, State, Zip Code
Aggs + Cone	Zicla
Phone Number	Phone Number
Supplier/Vendor Name	Supplier/Vendor Name
Street Address, City, State, Zip Code	Street Address, City, State, Zip Code
Phone Number	Phone Number

PERFORMANCE OF WORK BY CONTRACTOR

The Bidder shall perform at least 40 percent of the work with his own forces (70 percent for water and sewer line projects) (refer to Paragraph 24, INSTRUCTIONS TO BIDDERS. Bids from so called "Brokerage Contractors" will not be considered.) List below the items that the Bidder will perform with his own forces, if awarded this Contract, and fill in the blank showing the estimated total cost of these items.

DEMO, GRADING, CLEAR & GRUBB, TRAFFIC CONTROL, REMOVAL ~~CONCRETE~~ CONTROL
CONCRETE, EROSION CONTROL, ZIPPER INSTALL, SPEED BUMP

Estimated total cost of the above items the Bidder states that will be performed with his own forces, if awarded Contract:

SEVEN HUNDRED TEN THOUSAND & 00/100 Dollars
($ 710,000) (Words)

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last 5 years. (List similar projects, with types, names of clients, construction costs, and references with telephone numbers. Use additional sheets if necessary.)

See attached

SURETY

If the Bidder is awarded a construction Contract on this Bid, the Surety who provides the Performance and Payment Bond will be:

Federal Ins Co / Fidelity & Deposit Co of Maryland
whose address is:

202 B Halls Mill Rd, Whitehouse Station, NJ / 1299 Zurich Way, 5th Floor, Schaumburg, IL

Street, City, State Zip Code

BIDDER

The name of the Bidder submitting this Bid is:

Crossland Heavy Contractors, Inc.
doing business at:

501 S. EAST AVE - Columbus, KS 66725

Street, City, State, Zip Code

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Marc Sell - President
Dan Thompson - Vice President
Chris Walters - Treasurer
Holly Rhodes - Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 2021.

_____
Signature of Bidder

_____
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed

and its seal affixed by its duly authorized officers this 1st day of November, 2021.

Crossland Heavy Contractors, Inc.
Name of Corp

(SEAL)By [redacted]

Title Mark Sell, President

Attest
Secretary [redacted]
Holly Rhodes

SCHEDULE 1 – PROJECT 1B – NW 3RD STREET

ITEM	SPEC. NUMBER	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED COST
GENERAL PROVISIONS						
1	AHTD 601	1	LS	Mobilization & Demobilization	$30,000.00	$30,000.00
2	AHTD 604	1	LS	Traffic Control	$33,000.00	$33,000.00
3	AHTD 621	1	LS	Erosion & Sediment Control	$9,750.00	$9,750.00
4	AHTD 201	1	LS	Clearing and Grubbing	$16,800.00	$16,800.00
5	AHTD 105	1	LS	Roadway Construction Control	$66,250.00	$66,250.00
EARTHWORKS						
6	AHTD 202	315	SY	R&D Concrete Walks	$9.00	$2,835.00
7	AHTD 202	355	LF	R&D Curb & Gutter	$9.00	$3,195.00
8	SP.012	1	EA	Adjust Fire Hydrant to Grade	$1,500.00	$1,500.00
9	AHDT 610	1	EA	Adjust Utility Storm Inlet to Grade	$4,900.00	$4,900.00
10	SP.011/12	3	EA	Adjust Water Valve to Grade	$385.00	$1,155.00
11	AHTD 604	18000	LF	Remove Thermoplastic Striping	$2.25	$40,500.00
12	AHTD 604	25	EA	Remove Pavement Markings	$292.00	$7,300.00
13	AHTD 202	6	LS	Remove Existing Sign	$75.00	$450.00
14	AHTD 202	3	SY	Remove Existing Sign Post	$75.00	$225.00
15	SP.001	1	LS	Grading Complete	$8,000.00	$8,000.00
16	AHTD 634	355	LF	ArDOT Type A Combination 24" Concrete Curb and Gutter, Standard	$24.00	$8,520.00
17	SP.006	400	SY	Concrete Shared-Use Path	$73.00	$29,200.00
18	AHTD 641	6	EA	ADA Curb Ramp	$2,150.00	$12,900.00
BASE & PAVING						
19	AHTD 405	226	SY	Class 7 Aggregate Base	$21.00	$4,746.00
20	AHTD 407	18	TON	HMAC Surface Course	$630.00	$11,340.00
21	AHTD 406	14	TON	HMAC Binder Course	$630.00	$8,820.00
ITEM	SPEC. NUMBER	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED COST
MISCELLANEOUS CONSTRUCTION						
22	SP.010	15485	SY	Mastic Seal	$4.00	$61,940.00
23	AHTD 719	2	EA	Thermoplastic Pavement Marking (ARROWS)	$583.00	$1,166.00

24	AHTD 719	8610	LF	Thermoplastic Pavement Marking, White (4")	$2.35	$20,233.50
25	AHTD 719	400	LF	Thermoplastic Pavement Marking, White (6")	$3.50	$1,400.00
26	AHTD 719	35	LF	Thermoplastic Pavement Marking, White (12")	$17.50	$612.50
27	AHTD 719	1150	LF	Thermoplastic Pavement Marking, White (24")	$23.25	$26,737.50
28	AHTD 719	250	LF	Thermoplastic Pavement Marking, White (8")	$7.00	$1,750.00
29	AHTD 719	8980	LF	Thermoplastic Pavement Marking, Yellow (4")	$2.25	$20,205.00
30	AHTD 719	285	SF	Thermoplastic Pavement Marking, Red Brick Color	$46.50	$13,252.50
31	SP.004	315	SF	Green MMA Paint	$23.25	$7,323.75
32	SP.005	2080	SF	Thermoplastic Pavement Marking, Green	$23.25	$48,360.00
33	SP.005	1	EA	Thermoplastic Pavement Marking, 2-Stage Turn Box	$4,660.00	$4,660.00
34	SP.005	7	EA	Thermoplastic Pavement Marking, Green-backed Shared Lane Marking	$1,165.00	$8,155.00
35	AHTD 719	22	LF	Thermoplastic Pavement Marking, Bicycle Wayfinding Symbol	$465.00	$10,230.00
36	AHTD 719	1	EA	Thermoplastic Pavement Marking, Bike Symbol	$465.00	$465.00
37	AHTD 719	26	EA	Thermoplastic Pavement Marking, Bike Symbol with Arrow	$582.00	$15,132.00
38	AHTD 719	16	LF	Thermoplastic Pavement Marking, Yield Triangles	$58.00	$928.00
39	SP.009	177	EA	Zicla Zipper Separator – "2BAAB" Units	$575.00	$101,775.00
40	SP.009	3	EA	Zicla Zipper Separator – "2BAB" Units	$575.00	$1,725.00
41	SP.007	13	EA	K71 Bollards / Traffic Posts	$500.00	$6,500.00
42	SP.008	7	EA	4' Treetop Speed Bump	$300.00	$2,100.00
43	SP.008	27	EA	6' Treetop Speed Bump	$350.00	$9,450.00
44	AHTD 723/726	33	EA	Standard Sign	$233.00	$7,689.00
45	AHTD 723/726	22	EA	Channel Post Sign Support-A	$175.00	$3,850.00
46	SP.003	1	LS	Construction Contingency	$150,000.00	$150,000.00

TOTAL BID FOR SCHEDULE I, PROJECT 1B – NW 3RD STREET $ $827,025.75

Bentonville Bikeway Designs – Project 3
Interim Striping Plan
City of Bentonville, Arkansas
TDG PROJECT # C0098.00

SCHEDULE 2 – PROJECT 3 – SW 8TH STREET

ITEM	SPEC. NUMBER	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED COST
GENERAL PROVISIONS						

1	AHTD 601	1	LS	Mobilization & Demobilization	$28,000.00	$28,000.00
2	AHTD 604	1	LS	Traffic Control	$27,500.00	$27,500.00
3	AHTD 621	1	LS	Erosion & Sediment Control	$9,500.00	$9,500.00
4	AHTD 201	1	LS	Clearing and Grubbing	$16,000.00	$16,000.00
5	AHTD 105	1	LS	Roadway Construction Control	$65,000.00	$65,000.00
EARTHWORKS						
6	AHTD 202	110	SY	R&D Concrete Walks	$9.00	$990.00
7	AHTD 202	25	LF	R&D Curb and Gutter	$9.00	$225.00
8	SP.011/.012	3	EA	Adjust Water Valve to Grade	$385.00	$1,155.00
9	AHTD 604	1200	LF	Remove Thermoplastic Striping	$2.25	$2,700.00
10	AHTD 604	16	EA	Remove Pavement Markings	$290.00	$4,640.00
11	SP.001	1	LS	Grading Complete	$7,000.00	$7,000.00
12	AHTD 634	25	LF	ArDOT Type A Combination 24" Concrete Curb and Gutter, Standard	$24.00	$600.00
13	SP.006	165	SY	Concrete Shared-Use Path	$73.00	$12,045.00
14	AHTD 641	1	EA	ADA Curb Ramp	$2,150.00	$2,150.00
BASE & PAVING						
15	AHTD 405	73	SY	Class 7 Aggregate Base Course	$21.00	$1,533.00
16	AHTD 407	2	TON	HMAC Surface Course	$630.00	$1,260.00
17	AHTD 406	1	TON	HMAC Binder Course	$630.00	$630.00

ITEM	SPEC. NUMBER	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED COST
MISCELLANEOUS CONSTRUCTION						
18	SP.010	30300	SY	Mastic Seal	$4.00	$121,200.00
19	AHTD 719	13	EA	Thermoplastic Pavement Marking, (ARROWS)	$580.00	$7,540.00
20	AHTD 719	2	EA	Thermoplastic Pavement Marking, (WORDS)	$580.00	$1,160.00
21	AHTD 719	17695	LF	Thermoplastic Pavement Marking, White (4")	$1.75	$30,966.25
22	AHTD 719	5	LF	Thermoplastic Pavement Marking, White (12")	$17.50	$87.50
23	AHTD 719	820	LF	Thermoplastic Pavement Marking, White (24")	$23.25	$19,065.00

24	AHTD 719	1845	LF	Thermoplastic Pavement Marking, White (8")	$7.00	$12,915.00
25	AHTD 719	20710	LF	Thermoplastic Pavement Marking, Yellow (4")	$1.75	$36,242.50
26	AHTD 719	1955	LF	Thermoplastic Pavement Marking, Yellow (8")	$7.00	$13,685.00
27	SP.004	95	SF	Green MMA Paint	$23.25	$2,208.75
28	SP.005	450	SF	Thermoplastic Pavement Marking, Green	$23.25	$10,462.50
29	SP.005	2	EA	Thermoplastic Pavement Marking, Green-backed Shared Lane Marking	$1,165.00	$2,330.00
30	AHTD 719	1	LF	Thermoplastic Pavement Marking, Bicycle Wayfinding Symbol	$465.00	$465.00
31	AHTD 719	1	EA	Thermoplastic Pavement Marking, Bike Symbol	$465.00	$465.00
32	AHTD 719	21	EA	Thermoplastic Pavement Marking, Bike Symbol with Arrow	$580.00	$12,180.00
33	AHTD 719	16	LF	Thermoplastic Pavement Marking, Yield Triangles	$58.00	$928.00
34	SP.009	235	EA	Zicla Zipper Separator – "2BAAB" Units	$575.00	$135,125.00
35	SP.007	36	EA	K71 Bollards / Traffic Posts	$500.00	$18,000.00
36	SP.008	2	EA	4' Treetop Speed Bump	$300.00	$600.00
37	SP.008	16	EA	6' Treetop Speed Bump	$350.00	$5,600.00
38	AHTD 723/726	19	EA	Standard Sign	$233.00	$4,427.00
39	AHTD 723/726	15	EA	Channel Post Sign Support-A	$175.00	$2,625.00
40	SP.003	1	LS	Construction Contingency	$150,000.00	$150,000.00

TOTAL BID FOR SCHEDULE 2, PROJECT 3 – SW 8TH STREET $ $769,205.50

BID SUMMARY:

TOTAL BID FOR SCHEDULE I, PROJECT 1B – NW 3RD STREET $ $827,025.75

TOTAL BID FOR SCHEDULE 2, PROJECT 3 – SW 8TH STREET $ $769,205.50

TOTAL BID FOR SCHEDULE I AND SCHEDULE 2 (In Numbers)

$1,596,231.25

$ -

Total Bid for Schedule I AND Schedule 2 (In Words): ONE MILLION, FIVE HUNDRED NINETY-SIX THOUSAND, TWO HUNDRED THIRTY-ONE, DOLLARS AND TWENTY FIVE CENTS

Similar Projects

Project	Description	Location		Amount	Completion Date	Owner	Engineer	Contact
Coler Trail- Homestead	This project includes asphalt access road, 8" water main, earthwork and site concrete	Bentonville	AR	$ 816,973.00	3/19	NWA Trailblazers	Modus Studio, PLLC	Owner: Erin Rushing
Coler Saint- Site Package	Project consists of earthwork, storm drainage, site utilities, and site concrete associated with a parking/facilities area for the regional greenway trails	Bentonville	AR	$ 534,693.00	7/19	NWA Trailblazers	Modus Studio, PLLC	Daniel Marley
3rd to 8th Street Greenway Trail	Construction of approximately 4,350 LF of 12' concrete greenway trail with two (2)prefab bridges, segmental block retaining walls, two (2) parking lots, drainage and landscaping	Bentonville	AR	$ 1,376,600.00	6/18	NWA Trailblazers	Ecological Design Group, Inc	Erin Rushing (Own) Gavin Smith (Eng)
Razorback Greenway Improvements- North Bentonville Trail	Razorback Greenway Trail Improvements	Bentonville	AR	$ 369,719.00	5/19	City of Bentonville	Morrison-Shipley Engineers, Inc.	Owner: David Wright
Edmond Trails Ped. Imps	2.427 Miles of Multi-Use Trails from Midwest Blvd, Extending East in the City of Edmond	Edmond	OK	$ 3,498,010.00	10/20	Oklahoma Department of Transportation	Oklahoma Dept of Transportation	Anthony Delce
S. Arkansas Street Gateway- Oak Street to Chestnut Street	Reconstruction of 2,400 LF of S. Ark Street from Chestnut to Pine. Work includes multi-use trail, 3,460 LF of cross street work, 4,950 LF of waterline, 3,405 LF of sanitary sewer, and incorporated storm drainage system	Rogers	AR	$ 9,649,998.00	22-Jan	Nabholz Construction Company	CEI Engineering Associates, Inc.	Justin Belk

CROSSLAND
HEAVY CONTRACTORS
501 S. East Avenue
P.O. Box 350
Columbus, KS 66725
tel 620.429.1410
fax 620.429.2977

Corporate Resolution

BE IT RESOLVED: that at the monthly meeting of the Board of Directors of Crossland Heavy Contractors, Inc., held on the 2nd day of December, 2016, the Board of Directors did, by unanimous decision, authorize Mark Sell, Chris Walters, Justin Lillie, Dan Thompson or Ivan Crossland, Jr. to sign on behalf of said Corporation all documents and papers pertaining to the business of said Corporation.

All documents signed by Mark Sell, Chris Walters, Justin Lillie, Dan Thompson or Ivan Crossland, Jr. on behalf of Crossland Heavy Contractors, Inc. shall be legally binding on Crossland Heavy Contractors, Inc. and their successors and assigns.

[redacted]
Mark Sell, President

ATTEST: [redacted]
Holly Rhodes, Secretary

CROSSLAND HEAVY CONTRACTORS, INC. CORPORATE SEAL KANSAS 1961

State of Kansas, County of Cherokee:

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Mark Sell, President of Crossland Heavy Contractors, Inc. a corporation duly organized and existing in the State of Kansas, and he acknowledged the same on behalf of said Corporation.

In witness thereof I have set my hand and affixed my seal this 1st day of Nov. 2021.

[redacted]
Notary Public

My Commission Expires: 6/29/23

NOTARY PUBLIC STATE OF KANSAS | KAYLEE MANN My Appt. Exp. 6/29/23

License No. 0067301121 ID #8600

State of Arkansas

Commercial Contractors Licensing Board

CROSSLAND HEAVY CONTRACTORS, INC.
PO BOX 350
COLUMBUS, KS 66725

This is to Certify That CROSSLAND HEAVY CONTRACTORS, 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:

HEAVY CONSTRUCTION
MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from October 23, 2020 **until** November 30, 2021 **when this Certificate expires.**

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

GREAT SEAL OF THE STATE OF ARKANSAS

[redacted]

CHAIRMAN

SECRETARY

October 23, 2020 - dsa

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Kansas

County of Cherokee

I Marc Sell of lawful age, being first duly sworn, on oath says that:

1.(s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of [redacted] either directly or indirectly, in procuring the contract to

Signatu[redacted] **Title:** Marc Sell, President

Subscribed and sworn before me this: 1st **day of** November, 2021

Notary Public:[redacted] **My commission expires:** 6/29/23

NOTARY PUBLIC STATE OF KANSAS — KAYLEE MANN My Appt. Exp. 6/29/23

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-21-71	**Solicitation Title:**	Bentonville Bikeway Designs-Projects 1B & 3 Interim Striping Plan
Addendum Number:	1	**Date of Issuance:**	October 21, 2021

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s), including the original Advertisement, dated October 10, 2021.

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

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

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

Bid Opening Time:

1.0 The original Advertisement for IFB-21-71 contained multiple times regarding the Bid submission deadline/Bid Opening time. The Advertisement for IFB-21-71 stated that the City will receive Bids until 2:00PM on November 1, 2021 at the Purchasing Office. The original Advertisement for IFB-21-71 stated that there will be a public Bid Opening for IFB-21-71 at 1:00PM on November 1.

1.1 The Bid Opening time and the deadline for Bids to be submitted to the City is 2:00PM, November 1, 2021.

1.2 All other information in the Advertisement remains unchanged.

[AMENDED PRICING SHEET FOLOWS]

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

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 approval for the construction of street infrastructure improvements to include protected bicycle lanes on NW 3rd and SW 8th streets. Grant in the amount of $1.4M was accepted at the Nov. 23rd Council meeting. This Budget Adjustment will allow for expenditure of Grant funds and utilize Street Reserve Fund ($196,231.00) for the amount not covered by the Grant.

Estimated Cost	**$1,596,231.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

This project will be funded by both a Walton Family Foundation grant in the amount of $1,400,000 and funds from the Street Reserve fund in the amount of $196,231 for a total of $1,596,231.

Budget Adjustment Request

Date of City Council Meeting	**12/14/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

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

Approval of $196,231 to be transferred from the Street Reserve Fund for the construction of street infrastructure improvements to include protected bicycle lanes on NW 3rd and SW 8th streets.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
203810	**47380**	**Street Construction**		**$ 1,596,231.00**
		Totals	**$ -**	**$ 1,596,231.00**
		Net Impact on Fund Balance	**$**	**(1,596,231.00)**

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

Memorandum

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: December 2, 2021

Re: NW 3rd and SW 8th improvements – Budget Adjustment and Bid Award

---

Staff recommends and is seeking approval of the Bid Award of IFB 21-71 to Crossland Heavy Contractors and Budget Adjustment associated with the street improvements including a protected bicycle lane on portions of both NW 3rd and SW 8th. The Walton Family Foundation granted the funds to pay for the Design of these projects and an additional $1,400,000 grant toward the construction of this project.

The City would fund the remaining $196,231 with this approved budget adjustment and those funds would come from the Street Reserve Fund.

Through the bid process, one bidder turned in bids as shown:

Engineers Estimate	$1,074,000
Crossland Heavy Contractors	$1,596,231

Staff agrees that a rebid of this project would not likely result in lower bids, and taking into account the results of other estimates throughout the City, the increase from the Engineers Estimate is expected. Staff has reviewed the project scope of work and believes it is appropriate to award this bid as submitted. The project deliverables differ from the type of work that has been contested separately and was referenced by counsel for NACA at a previous Council meeting. Additionally, staff and engineering oversight will enable the City to directly monitor compliance with contract terms and specifications for this project. Staff recommends that this contract bid be awarded as shown.

Please call or email me with any questions or comments at 479-271-5964 or dbirge@bentonvillear.com.

Thanks for your consideration of these items.

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

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 of IFB 21-67 to N.E.C., Inc., for the construction of Walton/Tiger/NW 12th intersection improvements. N.E.C., Inc., submitted the sole bid for this project.

Estimated Cost	**$1,426,950.70**
Is this Item Budgeted?	☐ Yes ☑ No

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

This project has received two STBGP-A grants for a total of $1,000,000.00. The remaining $426,951.00 will be requested out of the Street Construction fund. See Budget Adjustment request.

Memorandum

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: December 2, 2021

Re: Walton/Tiger/NW 12th Intersection Improvement – Budget Adjustment and Bid Award

---

Staff recommends and is seeking approval of the Bid Award of IFB 21-67 to N.E.C., Inc., and Budget Adjustment associated with the street improvements of the above referenced project. STBGP-A Grants in the amount of $1,000,000 have been accepted toward the project.

The City would fund the remaining $426,951 with this approved budget adjustment and those funds would come from the Street Reserve Fund.

Through the bid process, one bidder turned in bids as shown:

Engineers Estimate	$1,136,507.82
N.E.C., Inc.	$1,426,950.70

Staff agrees that a rebid of this project would not likely result in lower bids, and taking into account the results of other estimates throughout the City, the increase from the Engineers Estimate is expected. Staff recommends that this contract bid be awarded as shown.

Please call or email me with any questions or comments at 479-271-5964 or dbirge@bentonvillear.com.

Thanks for your consideration of these items.

ARKANSAS DEPARTMENT OF TRANSPORTATION
ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director
10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261
Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

December 2, 2021

The Honorable Stephanie Orman
Mayor of Bentonville
305 SW "A" Street
Bentonville, AR 72712

Re: Job 090421
F.A.P. STPU-9036(18)
Hwy. 71B/12th St./Tiger Blvd. Inters.
Impvts. (Bentonville) (S)
Benton County

Dear Mayor Orman:

We have received your request for concurrence in award, the bid tabulations, and the $1,000 deposit for Department administration costs for the referenced project. The Department concurs in the award of the project in the amount of $1,426,950.70 to the low bidder, N.E.C., Inc. of Rogers, based on a review of the bid tabulations and the City's certification that the project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations.

Once the contract is executed, you may issue a work order to begin construction. The LPA Report of Work Performed (Attachment K of the Agreement of Understanding) must be submitted with each request for reimbursement and the Final Acceptance Report (Attachment L of the Agreement of Understanding) must be submitted at the completion of the project. These are available from David Bushey, the Department's Resident Engineer in Bentonville, who can be contacted at (479) 273-7634. Also, David must be invited to attend the pre-construction conference for this project. You must submit all change orders to the contract to David for review and approval for program eligibility.

Sincerely,

[redacted]

Jared D. Wiley
Assistant Chief Engineer – Planning

c: Deputy Director and Chief Engineer
Construction
Program Management
Transportation Planning and Policy
District 9
Resident Engineer #94
Job 090421 'C' File
Mr. Jeff Hawkins, Northwest Arkansas Regional Planning Commission

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

[redacted]

Signature: _____

Maneesh Krishnan, P.E. #
Date: 9/14/2021

Bid Tabulation

Hwy. 71B/12th St./Tiger Blvd. Inters. Impvts.
(Bentonville)(S) Benton County Fed. Aid Proj.
Bentonville, AR
MCE Project #14-2160

					N.E.C.	
ITEM NUMBER	AHTD #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	201	CLEARING	STATION	1	$7,932.00	$7,932.00
2	201	GRUBBING	STATION	1	$13,787.00	$13,787.00
3	202	REMOVAL AND DISPOSAL OF CURB & GUTTER	LINEAR FOOT	2120	$6.50	$13,780.00
4	202	REMOVAL AND DISPOSAL OF DROP INLETS	EACH	3	$1,038.00	$3,114.00
5	202	REMOVAL AND DISPOSAL OF WALKS	SQUARE YARD	735	$14.00	$10,290.00
6	202	REMOVAL AND DISPOSAL OF CONCRETE DRIVEWAYS	SQUARE YARD	975	$16.00	$15,600.00
7	202	REMOVAL AND DISPOSAL OF ASPHALT PAVEMENT	SQUARE YARD	3170	$6.00	$19,020.00
8	207	STONE BACKFILL	TON	900	$50.00	$45,000.00
9	210	UNCLASSIFIED EXCAVATION	CUBIC YARD	3050	$11.50	$35,075.00
10	210	COMPACTED EMBANKMENT	CUBIC YARD	500	$21.00	$10,500.00
11	SS & 303	AGGREGATE BASE COURSE (CLASS 7)	TON	3197	$28.50	$91,114.50
12	SS & 401	TACK COAT	GALLON	224	$8.00	$1,792.00
13	SP, SS, & 406	MINERAL AGGREGATE IN ACHM BINDER COURSE (1")	TON	638	$193.00	$123,134.00
14	SP, SS, & 406	ASPHALT BINDER (PG64-22) IN ACHM BINDER COURSE (1")	TON	31	$141.00	$4,371.00
15	SP, SS, & 407	MINERAL AGGREGATE IN ACHM BINDER COURSE (1/2")	TON	699	$208.50	$145,741.50
16	SP, SS, & 407	ASPHALT BINDER (PG76-22) IN ACHM SURFACE COURSE (1/2")	TON	41	$141.00	$5,781.00
17	412	COLD MILLING ASPHALT PAVEMENT	SQUARE YARD	429	$39.00	$16,731.00
18	505	PORTLAND CEMENT CONCRETE DRIVEWAY	SQUARE YARD	646	$74.50	$48,127.00
19	601	MOBILIZATION	LUMP SUM	1	$68,942.00	$68,942.00
20	603	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$19,139.00	$19,139.00
21	SS & 604	SIGNS	SQUARE FOOT	404	$17.50	$7,070.00
22	SS & 604	TRAFFIC DRUMS	EACH	123	$59.00	$7,257.00
23	SS & 604	BARRICADES	LINEAR FOOT	96	$29.50	$2,832.00
24	SS & 604	CONSTRUCTION PAVEMENT MARKING - 6" YELLOW	LINEAR FOOT	1740	$3.00	$5,220.00
25	SS & 604	CONSTRUCTION PAVEMENT MARKING - 6" WHITE	LINEAR FOOT	310	$3.00	$930.00
26	606	18" REINFORCED CONCRETE ARCH PIPE CULVERT (CLASS III)	LINEAR FOOT	186	$66.50	$12,369.00
27	606	22"X14" REINFORCED CONCRETE ARCH PIPE CULVERT (CLASS III)	LINEAR FOOT	38	$124.00	$4,712.00
28	609	DROP INLETS (TYPE MD)	EACH	7	$4,646.00	$32,522.00
29	609	DROP INLET EXTENSIONS (4')	EACH	10	$1,318.00	$13,180.00
30	609	JUNCTION BOX (TYPE ST)	EACH	6	$4,230.00	$25,380.00
31	SS & 620	MULCH COVER	ACRE	0.4	$23,553.00	$9,421.20

32	SS & 620	WATER	M GAL.	41	$13.00	$533.00
33	621	TEMPORARY SEEDING	ACRE	0.2	$11,205.00	$2,241.00
34	621	SILT FENCE	LINEAR FOOT	1180	$4.00	$4,720.00
35	621	DROP INLET SILT FENCE	LINEAR FOOT	370	$5.50	$2,035.00
36	621	ROCK DITCH CHECKS	CUBIC YARD	10	$187.00	$1,870.00
37	624	SOLID SODDING	SQUARE YARD	970	$5.50	$5,335.00
38	632	CONCRETE ISLAND	SQUARE YARD	91	$63.00	$5,733.00
39	633	CONCRETE WALKS	SQUARE YARD	890	$47.00	$41,830.00
40	634	CONCRETE COMBINATION CURB AND GUTTER (TYPE A)(2'-0")	LINEAR FOOT	2606	$21.00	$54,726.00
41	641	WHEELCHAIR RAMPS (TYPE 3)	SQUARE YARD	140	$112.50	$15,750.00
42	641	WHEELCHAIR RAMPS (TYPE 6)	SQUARE YARD	19	$139.00	$2,641.00
43	SP & 701	SYSTEM LOCAL CONTROLLER TS2-TYPE 2 (8-PHASE)	EACH	1	$44,724.00	$44,724.00
44	SP & 706	TRAFFIC SIGNAL HEAD LED (3-SECTION, 1-WAY)	EACH	10	$1,412.00	$14,120.00
45	SP & 706	TRAFFIC SIGNAL HEAD LED (4-SECTION, 1-WAY)	EACH	4	$2,177.00	$8,708.00
46	SP & 707	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED	EACH	6	$1,412.00	$8,472.00
47	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/6A.W.G., E.G.C.)	LIN. FT.	20	$12.00	$240.00
48	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8A.W.G., E.G.C.)	LIN. FT.	448	$3.00	$1,344.00
49	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12A.W.G., E.G.C.)	LIN. FT.	85	$1.50	$127.50
50	SP	ELECTRICAL CONDUCTORS FOR LUMINAIRES	LIN. FT.	85	$3.50	$297.50
51	708	TRAFFIC SIGNAL CABLE (5C/14 A.WG)	LIN. FT.	1457	$3.00	$4,371.00
52	708	TRAFFIC SIGNAL CABLE (7C/14 A.WG)	LIN. FT.	230	$3.50	$805.00
53	708	TRAFFIC SIGNAL CABLE (20C/14 A.WG)	LIN. FT.	512	$7.00	$3,584.00
54	710	NON-METALLIC CONDUIT (3")	LIN. FT.	404	$47.00	$18,988.00
55	710	NON-METALLIC CONDUIT (2")	LIN. FT.	15	$41.00	$615.00
56	710	NON-METALLIC CONDUIT (1.25")	LIN. FT.	28	$40.00	$1,120.00
57	710	NON-METALLIC CONDUIT (1")	LIN. FT.	141	$39.00	$5,499.00
58	710	GALVANIZED. STEEL CONDUIT (1")	LIN. FT.	10	$39.00	$390.00
59	711	CONCRETE PULL BOX (TYPE 1)	EACH	3	$1,648.00	$4,944.00
60	711	CONCRETE PULL BOX (TYPE 2)	EACH	10	$2,060.00	$20,600.00
61	714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (28')	EACH	1	$38,839.00	$38,839.00
62	714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (34')	EACH	1	$36,485.00	$36,485.00
63	714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (36')	EACH	2	$37,662.00	$75,324.00
64	715	TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION (15')	EACH	4	$4,708.00	$18,832.00
65	719	THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	LINEAR FOOT	2570	$2.50	$6,425.00
66	719	THERMOPLASTIC PAVEMENT MARKING WHITE (6")	LINEAR FOOT	200	$2.50	$500.00
67	719	THERMOPLASTIC PAVEMENT MARKING WHITE (8")	LINEAR FOOT	260	$4.50	$1,170.00
68	SP & 719	THERMOPLASTIC PAVEMENT MARKING WHITE (12")	LINEAR FOOT	510	$12.00	$6,120.00
69	719	THERMOPLASTIC PAVEMENT MARKING (ARROWS)	EACH	6	$412.00	$2,472.00
70	719	THERMOPLASTIC PAVEMENT MARKING (YIELD LINE)	LIN. FT.	14	$23.50	$329.00
71	719	THERMOPLASTIC PAVEMENT MARKING (WORDS)	EACH	2	$471.00	$942.00
72	719	REFLECTORIZED PAINT PAVEMENT MARKING WHITE (10')	LINEAR FOOT	174	$3.50	$609.00
73	SP & 733	VIDEO DETECTOR (IP)	EACH	6	$5,002.00	$30,012.00
74	SP & 733	VIDEO MONITOR (CLR)	EACH	1	$1,707.00	$1,707.00
75	SP & 733	VEHICLE DETECTOR RACK (16 CHANNEL)	EACH	1	$3,295.00	$3,295.00
76	SP & 733	VIDEO PROCESSOR, EDGE CARD IP (2 CAMERA)	EACH	3	$188.50	$565.50
77	SP & 733	CENTRAL CONTROL UNIT (8 CHANNEL)	EACH	1	$42,959.00	$42,959.00
78	SP	ETHERNET SWITCH, T100 HARDENED (8-PORT)	EACH	1	$2,707.00	$2,707.00
79	SP	NETWORK CABLE, EXTERIOR, CAT 5E	LIN. FT.	984	$4.00	$3,936.00

80	SP	BATTERY BACKUP SYSTEM	EACH	1	$15,300.00	$15,300.00
81	SP	SERVICE POINT ASSEMBLY (2 CIRCUITS)	EACH	1	$4,296.00	$4,296.00
82	SP	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	LUMP SUM	1	$11,770.00	$11,770.00
83	SP	PREEMPT INTERFACE MODULE	EACH	1	$19,537.00	$19,537.00
84	SP	18" STREET NAME SIGN (INSTALLATION)	EACH	4	$471.00	$1,884.00
85	SP	LED LUMINAIRE ASSEMBLY	EACH	1	$4,708.00	$4,708.00

Total Amount Bid **$1,426,950.70**

CONTRACTOR'S CHECK LIST

All the below items must be signed and/or filled out for bid to be accepted.

☑ Section 300 – Bid Form

☐ Section 300 – Addenda (If applicable)

☑ Sponsor Supplement – Anti-Collusion & Debarment Certification

☑ Sponsor Supplement – Certification for Federal-Aid Contract

☑ Bid Bond (Cashier's check, certified check or bid bond in the amount of 5% of the base bid)

DOCUMENT 00300

BID FORM

NOTE TO BIDDER: Please use BLACK ink for completing this Bid form.

To. CITY OF BENTONVILLE, ARKANSAS

Address:

Project Title: **HWY. 71B / 12TH ST. / TIGER BLVD.**
INTERS. IMPVTS. (BENTONVILLE) (S) / BENTON COUNTY
FED. AID PROJ. STPU-9036(18) / JOB 090421

Engineer's Project No.: **FY14-2160**

Date: 9-14-21

Bidder: N.E.C., INC

Address: 2425 S. 5TH PL. ROGERS 72758

Bidder's person to contact for additional information on this Bid:

Name: MICHAEL NECESSARY

Telephone: 479 721 2473

ADDENDA

The Bidder hereby acknowledges that he/she has received Addenda Numbers:

_____ to these Specifications.
(Bidder insert number of each addendum received.)

INSURANCE AND BONDING REQUIREMENTS

The Bidder hereby acknowledges that he/she has read and understands the performance bond, payment bond, and insurance requirements for this project as specified in the General Conditions. If awarded a construction contract, the Bidder agrees to furnish the required bonds and insurance certificates within fifteen (15) days of the date the award is made.

Signature [redacted] Title V.P.

MEASUREMENT AND PAYMENT

The Bidder hereby acknowledges that he/she has read and understands Section 01025 - Measurement and Payment completely prior to completing this Bid Form.

Signature [redacted] Title V.P.

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he has exercised his own judgement and has utilized all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at his own conclusions.

The Bidder states that he has experience in and is qualified to perform the work herein specified and, if he does not have craftsmen experienced and qualified in any phase of the work for which this Bid is offered, that he will subcontract the work under said phase to a contractor who does have the necessary experience and qualifications.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 15 days after notice of award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner the Performance Bond and Payment Bond required herein, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE, PAYMENT BOND, AND PERFORMANCE BOND

The Bidder further agrees to furnish the Owner, before executing the Contract, the certificates of insurance, Payment Bond, and Performance Bond as specified in these Documents.

START OF CONSTRUCTION, CONTRACT COMPLETION TIME, AND LIQUIDATED DAMAGES

Start of Construction, Contract Completion Time, and Liquidated Damages are stated in Document 00500 - Contract.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

UNIT PRICE BASE BID

Any Bid may be rejected which contains material omissions, or irregularities, or in which any of the unit prices are obviously unbalanced in the opinion of the Owner. Also, a bid may be rejected if, in any manner it shall fail to conform to the conditions of the published Bidding Requirements and Contract Documents.

The bidder agrees to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The bidder agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in the Contract Documents.

Item No.	AHTD Ref	Description	Units	Qty.	Unit Price	Total Cost
1	201	Clearing	STA	1	$ 7,932.00	$ 7,932.00
2	201	Grubbing	STA	1	$ 13,787.00	$ 13,787.00
3	202	Removal and Disposal of Curb & Gutter	LF	2,120	$ 6.50	$ 13,780.00
4	202	Removal and Disposal of Drop Inlets	EA	3	$ 1,038.00	$ 3,114.00
5	202	Removal and Disposal of Walks	SY	735	$ 14.00	$ 10,290.00
6	202	Removal and Disposal of Concrete Driveways	SY	975	$ 16.00	$ 15,600.00
7	202	Removal and Disposal of Asphalt Pavement	SY	3,170	$ 6.00	$ 19,020.00
8	207	Stone Backfill	TON	900	$ 50.00	$ 45,000.00
9	210	Unclassified Excavation	CY	3,050	$ 11.50	$ 35,075.00
10	210	Compacted Embankment	CY	500	$ 21.00	$ 10,500.00
11	SS & 303	Aggregate Base Course (Class 7)	TON	3,197	$ 28.50	$ 91,114.50
12	SS & 401	Tack Coat	GAL	224	$ 8.00	$ 1,792.00
13	SP, SS, & 406	Mineral Aggregate in ACHM Binder Course (1")	TON	638	$ 193.00	$ 123,134.00
14	SP, SS & 406	ACHM Binder Course (1")	TON	31	$ 141.00	$ 4,371.00
15	SP, SS & 407	Mineral Aggregate In ACHM Surface Course (1/2")	TON	699	$ 208.50	$ 145,741.50
16	SP, SS & 407	ACHM Surface Course (1/2")	TON	41	$ 141.00	$ 5,781.00
17	412	Cold Milling Asphalt Pavement	SY	429	$ 39.00	$ 16,731.00
18	SS & 505	Portland Cement Concrete Driveway	SY	646	$ 74.50	$ 48,127.00
19	601	Mobilization	LS	1	$ 68,942.00	$ 68,942.00
20	603	Maintenance of Traffic	LS	1	$ 19,139.00	$ 19,139.00
21	SS & 604	Signs	SF	404	$ 17.50	$ 7,070.00
22	SS & 604	Traffic Drums	EA	123	$ 59.00	$ 7,257.00
23	SS & 604	Barricades	LF	96	$ 29.50	$ 2,832.00

Item No.	AHTD Ref	Description	Units	Qty.	Unit Price	Total Cost
24	SS & 604	Construction Pavement Marking – 4" Yellow	LF	1,740	$ 3.00	$ 5,220.00
25	SS & 604	Construction Pavement Marking – 4" White	LF	310	$ 3.00	$ 930.00
26	606	18" Reinforced Concrete Pipe Culvert (Class III)	LF	186	$ 66.50	$ 12,369.00
27	606	22"X14" Reinforced Concrete Arch Pipe Culvert (Class III)	LF	38	$ 124.00	$ 4,712.00
28	SS & 609	Drop Inlets (Type MO)	EA	7	$ 4,646.00	$ 32,522.00
29	SS & 609	Drop Inlet Extensions (4')	EA	10	$ 1,318.00	$ 13,180.00
30	SS & 609	Junction Box (Type ST)	EA	6	$ 4,230.00	$ 25,380.00
31	SS & 620	Mulch Cover	ACRE	0.4	$ 23,553.00	$ 9,421.20
32	SS & 620	Water	M. GAL	41	$ 13.00	$ 533.00
33	621	Temporary Seeding	ACRE	0.2	$ 11,205.00	$ 2,241.00
34	621	Silt Fence	LF	1,180	$ 4.00	$ 4,720.00
35	621	Drop Inlet Silt Fence	LF	370	$ 5.50	$ 2,035.00
36	621	Rock Ditch Checks	CY	10	$ 187.00	$ 1,870.00
37	624	Solid Sodding	SY	970	$ 5.50	$ 5,335.00
38	SS & 632	Concrete Island	SY	91	$ 63.00	$ 5,733.00
39	SS & 633	Concrete Walks	SY	890	$ 47.00	$ 41,830.00
40	SS & 634	Concrete Combination Curb and Gutter (Type A) (2'-0")	LF	2,606	$ 21.00	$ 54,726.00
41	641	Wheelchair Ramps (Type 3)	SY	140	$ 112.50	$ 15,750.00
42	641	Wheelchair Ramps (Type 6)	SY	19	$ 139.00	$ 2,641.00
43	SP & 701	System Local Controller TS2-Type 2 (8-Phase)	EA	1	$ 44,724.00	$ 44,724.00
44	SP & 706	Traffic Signal Head LED (3-Section, 1-Way)	EA	10	$ 1,412.00	$ 14,120.00
45	SP & 706	Traffic Signal Head LED (4-Section, 1-Way)	EA	4	$ 2,177.00	$ 8,078.00
46	SP & 707	Countdown Pedestrian Signal Head, LED	EA	6	$ 1,412.00	$ 8,472.00
47	SP	Electrical Conductors-in-Conduit (2C/6 A.W.G., E.G.C.)	LF	20	$ 12.00	$ 240.00
48	SP	Electrical Conductors-in-Conduit (1C/8 A.W.G., E.G.C.)	LF	448	$ 3.00	$ 1,344.00

Item No.	AHTD Ref	Description	Units	Qty.	Unit Price	Total Cost
49	SP	Electrical Conductors-in-Conduit (1C/12 A.W.G., E.G.C.)	LF	85	$ 1.50	$ 127.50
50	SP	Electrical Conductors for Luminaires	LF	85	$ 3.50	$ 297.50
51	708	Traffic Signal Cable (5C/14 A.W.G)	LF	1,457	$ 3.00	$ 4,371.00
52	708	Traffic Signal Cable (7C/14 A.W.G)	LF	230	$ 3.50	$ 805.00
53	708	Traffic Signal Cable (20C/14 A.W.G)	LF	512	$ 7.00	$ 3,584.00
54	710	Non-Metallic Conduit (3")	LF	404	$ 47.00	$ 18,988.00
55	710	Non-Metallic Conduit (2")	LF	15	$ 41.00	$ 615.00
56	710	Non-Metallic Conduit (1.25")	LF	28	$ 40.00	$ 1,120.00
57	710	Non-Metallic Conduit (1")	LF	141	$ 39.00	$ 5,499.00
58	710	Galvanized Steel Conduit (1")	LF	10	$ 39.00	$ 390.00
59	711	Concrete Pull Box (Type 1)	EA	3	$ 1,648.00	$ 4,944.00
60	711	Concrete Pull Box (Type 2)	EA	10	$ 2,060.00	$ 20,600.00
61	SS & 714	Traffic Signal Mast Arm and Pole with Foundation (28')	EA	1	$ 38,839.00	$ 38,839.00
62	SS & 714	Traffic Signal Mast Arm and Pole with Foundation (34')	EA	1	$ 36,485.00	$ 36,485.00
63	SS & 714	Traffic Signal Mast Arm and Pole with Foundation (36')	EA	2	$ 37,662.00	$ 75,324.00
64	SS & 715	Traffic Signal Pedestal Pole with Foundation (15')	EA	4	$ 4,708.00	$ 18,832.00
65	719	Thermoplastic Pavement Marking Yellow (4")	LF	2,570	$ 2.50	$ 6,425.00
66	719	Thermoplastic Pavement Marking White (4")	LF	200	$ 2.50	$ 500.00
67	719	Thermoplastic Pavement Marking White (8")	LF	260	$ 4.50	$ 1,170.00
68	SP & 719	Thermoplastic Pavement Marking White (12")	LF	510	$ 12.00	$ 6,120.00
69	719	Thermoplastic Pavement Marking (Arrows)	EA	6	$ 412.00	$ 2,472.00
70	719	Thermoplastic Pavement Marking (Yield Line)	LF	14	$ 23.50	$ 329.00
71	719	Thermoplastic Pavement Marking (Words)	EA	2	$ 471.00	$ 942.00
72	719	Reflectorized Paint Pavement Marking White (10")	LF	174	$ 3.50	$ 609.00
73	SP & 733	Video Detector (IP)	EA	6	$ 5,002.00	$ 30,012.00
74	SP & 733	Video Monitor (CLR)	EA	1	$ 1,707.00	$ 1,707.00

Item No.	AHTD Ref	Description	Units	Qty.	Unit Price	Total Cost
75	SP & 733	Vehicle Detector Rack (16 Channel)	EA	1	$ 3,295.00	$ 3,295.00
76	SP & 733	Video Processor, Edge Card IP (2 Camera)	EA	3	$ 188.50	$ 565.50
77	SP & 733	Central Control Unit (8 Channel)	EA	1	$ 42,959.00	$ 42,959.00
78	SP	Ethernet Switch, T100 Hardened (8-Port)	EA	1	$ 2,707.00	$ 2,707.00
79	SP	Network Cable, Exterior, Cat 5E	LF	984	$ 4.00	$ 3,936.00
80	SP	Battery Backup System	EA	1	$ 15,300.00	$ 15,300.00
81	SP	Service Point Assembly (2 Circuits)	EA	1	$ 4,296.00	$ 4,296.00
82	SP	Removal of Traffic Signal Equipment	LS	1	$ 11,770.00	$ 11,770.00
83	SP	Preempt Interface Module	EA	1	$ 19,537.00	$ 19,537.00
84	SP	18" Street Name Sign (Installation)	EA	4	$ 471.00	$ 1,884.00
85	SP	LED Luminaire Assembly	EA	1	$ 4,708.00	$ 4,708.00

TOTAL COST OF CONSTRUCTION $ 1,426,950.70

One Million Four Hundred Twenty Six Thousand Nine Hundred Fifty dollars & 70/100
Words

BASIS OF AWARD

The Bidder understands that the Contract will be awarded to the most qualified bidder with the lowest Total Base Bid that the Owner may choose that makes the Project cost acceptable to the Owner. The Owner reserves the right to waive irregularities, reject bids, choose the most qualified bidder for the Project, and to postpone award of the Contract for a period of time which shall not exceed beyond 90 days from the bid opening date.

PAYMENT SCHEDULE

A detailed payment schedule for each structure or unit shall be submitted by the successful low Bidder. The successful low Bidder shall meet with the Engineer and Owner in Bentonville, Arkansas, to review the format and details of the payment schedule. This meeting shall be held within 5 days of notification that the Contractor is the low Bidder. The purpose of the meeting shall be to establish an acceptable format for the payment schedule. The construction detailed payment schedule shall be completed by the Contractor 14 days after the meeting and submitted to the Engineer and Owner for review and approval. Failure of the Contractor to submit the payment schedule as required may result in the Owner's rejection of the Bid or delay in processing the Contractor's request for a progress payment.

SUBCONTRACTORS

The Bidder further certifies that proposals from the following subcontractors were used in the preparation of this Bid; and if awarded a contract, Bidder agrees to not enter into Contracts with others for these divisions of the Work without written approval from the Owner and Engineer.

TIME STRIPING
Subcontractor
VAN BUREN AR
Street Address, City, State, Zip Code

HUTCHENS
Subcontractor
CASSVILLE, MO
Street Address, City, State, Zip Code

TRAFFIC + LIGHTING
Subcontractor
OKLAHOMA CITY
Street Address, City, State, Zip Code

Subcontractor
Street Address, City, State, Zip Code

PERFORMANCE OF WORK BY CONTRACTOR

The Bidder shall perform at least 40 percent of the work with his own forces (refer to Paragraph 24, INSTRUCTIONS TO BIDDERS. Bids from so called "Brokerage Contractors" will not be considered.) List below the items that the Bidder will perform with his own forces, if awarded this Contract, and fill in the blank showing the estimated total cost of these items.

GRADING
CONCRETE
DEMOLITION

Estimated total cost of the above items the Bidder states that will be performed with his own forces, if awarded Contract:

SIX HUNDRED FORTY-TWO THOUSAND Dollars ($ 642078.00)
(Words) SEVENTY-EIGHT

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last 5 years. (List similar projects, with types, names of clients, construction costs, and references with telephone numbers. Use additional sheets if necessary.)

SURETY

If the Bidder is awarded a construction Contract on this Bid, the Surety who provides the Performance and Payment Bond will be:

NMH - MERCHANTS BONDING whose address is:

LITTLE ROCK AR

Street, City, State Zip Code

BIDDER

The name of the Bidder submitting this Bid is:

NEC INC doing business at:

2425 S. 5TH PL. ROGERS 72758

Street, City, State, Zip Code

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

KEVIN NECESSARY

MICHAEL NECESSARY

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____, 20___.

_____
Signature of Bidder

_____
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 14TH day of SEPTEMBER, 2021.

N.E.C., INC
Name of Corporation

[redacted]

(SEAL)

Title VP

Attest [redacted]
Secretary

CONTROLLER

MERCHANTS BONDING COMPANY

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

BID BOND
PUBLIC WORK

Bond No. N/A

KNOW ALL PERSONS BY THESE PRESENTS:

That N.E.C., Inc.

(hereinafter called the Principal) as Principal, and the Merchants National Bonding, Inc.

(hereinafter called Surety), as Surety, are held and firmly bound to

City of Bentonville

(hereinafter called the Obligee) in the full and just sum of (5% GAB)

Five Percent of the Greatest Amount Bid Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 13th day of September 2021.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for

Hwy. 71B/12th Street/Tiger Blvd. Inters. Impvts. (Bentonville)

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the Merchants National Bonding, Inc., as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness: [redacted]

N.E.C., Inc.

By: [redacted] MICHAEL J. NECESSARY

Attest: [redacted]

Merchants National Bonding, Inc.

By: [redacted]

Suzanne Elizabeth Niedzwiedz

Attorney-in-Fact

CON 0333 (2/15)

MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrea Rose Crawford; Cheri Lynn Irby; Debra Lee Moon; John William Newby; Joshua D Tritt; Sandra Lee Roney; Suzanne Elizabeth Niedzwiedz; Troy Russell Key

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of August , 2020 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By [redacted]
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 3rd day of August 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

[redacted]
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of September , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

[redacted]
Secretary

POA 0018 (1/20)

MERCHANTS
BONDING COMPANY™
MERCHANTS NATIONAL BONDING, INC. • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants National Bonding, Inc. ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS NATIONAL BONDING, INC.

By: [redacted]
Larry Taylor, President

CITY OF BENTONVILLE

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

As a condition precedent to the acceptance of the bidding document for this project, the bidder shall file this Affidavit executed by, or on behalf of the person , firm, association, or corporation submitting the bid. The original of this Affidavit shall be filed with the CITY OF BENTONVILLE **at the time proposals are submitted**.

AFFIDAVIT

I hereby certify, under penalty of perjury under the laws of the United States and/or the State of Arkansas, that the bidder listed below has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid for this project, is not presently barred from bidding in any other jurisdiction as a result of any collusion or any other action in restraint of free competition, and that the foregoing is true and correct.

Further, that except as noted below, the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds:

a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;

b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;

c. does not have a proposed debarment pending; and

d. has not been indicted, convicted, or had an adverse civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

CITY OF BENTONVILLE

SUPPLEMENT TO PROPOSAL

ANTI-COLLUSION AND DEBARMENT CERTIFICATION

FAILURE TO EXECUTE AND SUBMIT THIS CERTIFICATION SHALL RENDER THIS BID NONRESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

EXCEPTIONS:

APPLIED TO	INITIATING AGENCY	DATES OF ACTION
N/A	N/A	

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

Job No. 090421

F.A.P. No. STPU9036(18)

9-14-2021
(Date Executed)

NEC Inc
[redacted]
President
(Title of Person Signing)

The following Notary Public certification is **OPTIONAL** and may or may not be completed at the contractor's discretion.

State of _____)
County of _____)ss.

_____, being duly sworn, deposes and says that he is

_____ of _____
(Title) (Name of Bidder)

and that the above statements are true and correct.

Subscribed and Sworn to before me this _____ day of _____, 20_____.
My commission expires:_____

_____
(Notary Public)

(NOTARY SEAL)

CITY OF BENTONVILLE

SUPPLEMENT TO PROPOSAL

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective contractor certifies, by signing and submitting this proposal, to the best of his or her knowledge and belief, that:

1 No Federal appropriated funds have been paid or will be paid, by or on his or her behalf, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal-Aid contract, the prospective contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Available from Arkansas State Highway and Transportation Department, Programs and Contracts Division).

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

During the period of performance of this contract, the contractor and all lower tier subcontractors must file a Form-LLL at the end of each calendar year quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

The prospective contractor also agrees by submitting his or her proposal that he or she shall require that the language of this Certification be included in all lower tier subcontracts which exceed $100,000 and that all such subcontractors shall certify and disclose accordingly.

CITY OF BENTONVILLE

SUPPLEMENT TO PROPOSAL

CERTIFICATION

THIS CERTIFICATION SHALL BE COMPLETED BY THE BIDDER AS PART OF THIS PROPOSAL

The bidder NEC Inc, proposed subcontractor _____, hereby certifies that he has X, has not ~~X~~, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has X, has not ~~X~~, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(Currently, Standard Form 100 [EEO-1] is the only report required by the Executive Orders or their implementing regulations.)

JOB NO. 090421

F.A.P. NO. STPV 9036(18)

9-14-2021
(Date Executed)

NEC Inc

By: [redacted]

President
(Title of Person Signing)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MIKE NECESSARY
CELL: 479-721-2473
EMAIL: MJNECESSARY@NEC-CONTRACTORS.COM

KEVIN NECESSARY
CELL: 479-721-2474
EMAIL: KJNECESSARY@NEC-CONTRACTORS.COM

STATEMENT OF BIDDER'S QUALIFICATIONS

The name of our company is N.E.C., Inc. Our address is 2425 S. 5th Place, Rogers, AR 72758. We were organized and incorporated on April 15, 2004, in the state of Arkansas. Mike Necessary and Kevin Necessary collectively have over 70 years of infrastructure construction experience with over forty of those years in business for themselves. Included below are lists of contracts on hand, the larger projects recently completed, our equipment available, and our experiences of jobs of this size.

Our company specializes in constructing infrastructure improvements to include earthwork, utilities, and concrete work. We have never failed to complete a contract agreement as per contract requirements. We have never defaulted on a contract. We have never been fined or had our license suspended by the Arkansas Contractor's Licensing Board.

The contracts in hand now are a $1.2 million contract for site work and grading CDI Contractors for the Walmart AMP Renovations in Rogers, a $1.1 million contract with Milestone Construction for Shaw Park in Springdale, a $12.9 million contract for Shadow Valley in Rogers, a $1.9 million contract for site work for the University of Arkansas for the Student Success Center, and numerous smaller contracts for general contractors.

The contracts completed in the last 24 months are a $1.7 million contract for site work and grading for Springdale Schools, a $1 million contract for Shadow Valley subdivision phase 8, a $.6 million contract for Branchwood Trail for Bella Vista POA, a $2 million contract for site work at Fellowhip Bible, Fayetteville, and numerous smaller contracts for local municipalities.

Some of the completed, larger projects include:
A $3.8 million contract the with the City of Pea Ridge, Arkansas for the Highway 72 water extension and downtown sewer rehabilitation with a completion date of June 2009. A $900,000 contract, constructing a bridge-length box culvert, with the Arkansas Highway and Transportation Department was completed in May of 2011. Beaulah East Mine Reclamation for ADEQ which totalled $643,522. A $4,000,000 contract with Bentonville schools which included new water, sewer, storm drain, streets and sidewalks, was completed in May of 2012. An AHTD project on Hwy 540 for a Cable Barrier finished in 2012 was $1.2 million. NEC had a $1.5 million contract with CDI Contractors to perform services of sanitary sewer, storm drains and all grading on the new Regional Armed Forces Reserve Center. Kinco awarded us a

contract for $755,000 to build new water and sewer line and all grading work for the new NW Arkansas Childrens Center which was completed in 2012. Another project was subcontracted under Nabholz Construction for $838,000 was to do all grading, sewer and storm drain for the Lincoln High School in Lincoln Arkansas that was completed in 2012.

We have also sub-contracted our work over the last two years from general contractors such as Crossland, Kinco Constructors, Flintco LLC, VCC Constuction and CDI Contractors performing sitework at various projects over Northwest Arkansas.

We own and have available for use 8 excavators of different sizes, 3 Caterpillar road graders, 4 Caterpillar 35 ton articulated offroad trucks, 3 Caterpillar front-end loaders, 3 backhoes, 4 Caterpillar bulldozers, 4 Bomag vibratory compactors, 1 Gomaco 3600 curber, 8 dump trucks, and various smaller pieces required to construct improvements to infrastructure.

We have worked closely with all the civil engineers in Northwest Arkansas over the past 40 years including the Arkansas Highway and Transportation Department.

Jeremy Woody of Legacy Bank our primary banking source with $1,500,000 of AR secured credit available and $2,500,000 of secured credit with equipment. We will if asked provide a detailed financial statement to be reviewed by the Owner with a principal of our firm.

NEC has a good relationship with all municipalities in NW Arkansas. Any of the following may be contacted as a source for referral. Rogers Water Utilities; Earl Roush, Springdale Water; Rick Pulverenti, Fayetteville Utilities; Don Osburn, and Bentonville Water and Sewer; Preston Newbill.

NEC has a great reputation with our suppliers also. Our major suppliers for most jobs are as listed: Rogers Group Inc for aggregates, GCC Ready Mix for our concrete needs, and Ferguson Waterworks, Scurlock Industies, and Hanson Pipe, for our utility and pipe sources.

Mike Necessary personally has been in the construction business for over 40 years beginning at age 15 during summers and permanently upon graduation from the University of Arkansas. He carries the title of Vice President. His experience has been in earthwork, concrete, equipment operation, estimating, bidding, project management and business management. 25 years were spent with Necessary Construction, Inc., 5 years with APAC, McClinton-Anchor, and the most recent previous 15 years with NEC Inc,.

Kevin Necessary personally has been in the construction business for over 30 years. Upon graduation from Arkansas Tech University in 1987, Kevin joined Necessary Construction, Inc. and remained with them until their sale in 1999 to APAC, McClinton-Anchor, where he remained until he and Mike organized NEC, Inc. in 2004. Kevin carries the title of President and has particular focus on utility work, estimating, bidding, project management, and business management.

Our construction team consists of people who are interested in constructing a quality product in a safe manner. The core team of office personnel and management have been with N.E.C., Inc. since the beginning and most were with APAC, McClinton-Anchor with Mike and Kevin.

Contractors License No. 014878042~~1~~
22

N.E.C. Inc.

B [redacted]

9-14-21
Date

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

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 for $426,951.00 to allow for the construction of Walton/Tiger/NW 12th intersection improvements. This project has received two STBGP-A grants for a total of $1,000,000.00.

Estimated Cost	**$1,426,950.70**
Is this Item Budgeted?	☐ Yes ☑ No

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

This project has received two STBGP-A grants for a total of $1,000,000. The remaining $426,951 will be requested out of the Street Construction fund. See Budget Adjustment request.

Budget Adjustment Request

Date of City Council Meeting	**12/14/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

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

Approval of $426,951 from the Street Reserve fund for the construction of Walton/Tiger/NW 12th intersection improvements. This project has a low bid of $1,426,950.70. STBGP-A funds will cover 80% of the construction cost, up to $1,000,000.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
203810	**47380**	**Street Construction**		**$ 426,951.00**
		Totals	**$ -**	**$ 426,951.00**
		Net Impact on Fund Balance	**$**	**(426,951.00)**

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

Memorandum

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: December 2, 2021

Re: Walton/Tiger/NW 12th Intersection Improvement – Budget Adjustment and Bid Award

---

Staff recommends and is seeking approval of the Bid Award of IFB 21-67 to N.E.C., Inc., and Budget Adjustment associated with the street improvements of the above referenced project. STBGP-A Grants in the amount of $1,000,000 have been accepted toward the project.

The City would fund the remaining $426,951 with this approved budget adjustment and those funds would come from the Street Reserve Fund.

Through the bid process, one bidder turned in bids as shown:

Engineers Estimate	$1,136,507.82
N.E.C., Inc.	$1,426,950.70

Staff agrees that a rebid of this project would not likely result in lower bids, and taking into account the results of other estimates throughout the City, the increase from the Engineers Estimate is expected. Staff recommends that this contract bid be awarded as shown.

Please call or email me with any questions or comments at 479-271-5964 or dbirge@bentonvillear.com.

Thanks for your consideration of these items.

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

[redacted]

Signature: _____
Maneesh Krishnan, P.E. #
Date: 9/14/2021

Bid Tabulation

Hwy. 71B/12th St./Tiger Blvd. Inters. Impvts.
(Bentonville)(S) Benton County Fed. Aid Proj.
Bentonville, AR
MCE Project #14-2160

					N.E.C.	
ITEM NUMBER	AHTD #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	201	CLEARING	STATION	1	$7,932.00	$7,932.00
2	201	GRUBBING	STATION	1	$13,787.00	$13,787.00
3	202	REMOVAL AND DISPOSAL OF CURB & GUTTER	LINEAR FOOT	2120	$6.50	$13,780.00
4	202	REMOVAL AND DISPOSAL OF DROP INLETS	EACH	3	$1,038.00	$3,114.00
5	202	REMOVAL AND DISPOSAL OF WALKS	SQUARE YARD	735	$14.00	$10,290.00
6	202	REMOVAL AND DISPOSAL OF CONCRETE DRIVEWAYS	SQUARE YARD	975	$16.00	$15,600.00
7	202	REMOVAL AND DISPOSAL OF ASPHALT PAVEMENT	SQUARE YARD	3170	$6.00	$19,020.00
8	207	STONE BACKFILL	TON	900	$50.00	$45,000.00
9	210	UNCLASSIFIED EXCAVATION	CUBIC YARD	3050	$11.50	$35,075.00
10	210	COMPACTED EMBANKMENT	CUBIC YARD	500	$21.00	$10,500.00
11	SS & 303	AGGREGATE BASE COURSE (CLASS 7)	TON	3197	$28.50	$91,114.50
12	SS & 401	TACK COAT	GALLON	224	$8.00	$1,792.00
13	SP, SS, & 406	MINERAL AGGREGATE IN ACHM BINDER COURSE (1")	TON	638	$193.00	$123,134.00
14	SP, SS, & 406	ASPHALT BINDER (PG64-22) IN ACHM BINDER COURSE (1")	TON	31	$141.00	$4,371.00
15	SP, SS, & 407	MINERAL AGGREGATE IN ACHM BINDER COURSE (1/2")	TON	699	$208.50	$145,741.50
16	SP, SS, & 407	ASPHALT BINDER (PG76-22) IN ACHM SURFACE COURSE (1/2")	TON	41	$141.00	$5,781.00
17	412	COLD MILLING ASPHALT PAVEMENT	SQUARE YARD	429	$39.00	$16,731.00
18	505	PORTLAND CEMENT CONCRETE DRIVEWAY	SQUARE YARD	646	$74.50	$48,127.00
19	601	MOBILIZATION	LUMP SUM	1	$68,942.00	$68,942.00
20	603	MAINTENANCE OF TRAFFIC	LUMP SUM	1	$19,139.00	$19,139.00
21	SS & 604	SIGNS	SQUARE FOOT	404	$17.50	$7,070.00
22	SS & 604	TRAFFIC DRUMS	EACH	123	$59.00	$7,257.00
23	SS & 604	BARRICADES	LINEAR FOOT	96	$29.50	$2,832.00
24	SS & 604	CONSTRUCTION PAVEMENT MARKING - 6" YELLOW	LINEAR FOOT	1740	$3.00	$5,220.00
25	SS & 604	CONSTRUCTION PAVEMENT MARKING - 6" WHITE	LINEAR FOOT	310	$3.00	$930.00
26	606	18" REINFORCED CONCRETE ARCH PIPE CULVERT (CLASS III)	LINEAR FOOT	186	$66.50	$12,369.00
27	606	22"X14" REINFORCED CONCRETE ARCH PIPE CULVERT (CLASS III)	LINEAR FOOT	38	$124.00	$4,712.00
28	609	DROP INLETS (TYPE MD)	EACH	7	$4,646.00	$32,522.00
29	609	DROP INLET EXTENSIONS (4')	EACH	10	$1,318.00	$13,180.00
30	609	JUNCTION BOX (TYPE ST)	EACH	6	$4,230.00	$25,380.00
31	SS & 620	MULCH COVER	ACRE	0.4	$23,553.00	$9,421.20

32	SS & 620	WATER	M GAL.	41	$13.00	$533.00
33	621	TEMPORARY SEEDING	ACRE	0.2	$11,205.00	$2,241.00
34	621	SILT FENCE	LINEAR FOOT	1180	$4.00	$4,720.00
35	621	DROP INLET SILT FENCE	LINEAR FOOT	370	$5.50	$2,035.00
36	621	ROCK DITCH CHECKS	CUBIC YARD	10	$187.00	$1,870.00
37	624	SOLID SODDING	SQUARE YARD	970	$5.50	$5,335.00
38	632	CONCRETE ISLAND	SQUARE YARD	91	$63.00	$5,733.00
39	633	CONCRETE WALKS	SQUARE YARD	890	$47.00	$41,830.00
40	634	CONCRETE COMBINATION CURB AND GUTTER (TYPE A)(2'-0")	LINEAR FOOT	2606	$21.00	$54,726.00
41	641	WHEELCHAIR RAMPS (TYPE 3)	SQUARE YARD	140	$112.50	$15,750.00
42	641	WHEELCHAIR RAMPS (TYPE 6)	SQUARE YARD	19	$139.00	$2,641.00
43	SP & 701	SYSTEM LOCAL CONTROLLER TS2-TYPE 2 (8-PHASE)	EACH	1	$44,724.00	$44,724.00
44	SP & 706	TRAFFIC SIGNAL HEAD LED (3-SECTION, 1-WAY)	EACH	10	$1,412.00	$14,120.00
45	SP & 706	TRAFFIC SIGNAL HEAD LED (4-SECTION, 1-WAY)	EACH	4	$2,177.00	$8,708.00
46	SP & 707	COUNTDOWN PEDESTRIAN SIGNAL HEAD, LED	EACH	6	$1,412.00	$8,472.00
47	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (2C/6A.W.G., E.G.C.)	LIN. FT.	20	$12.00	$240.00
48	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/8A.W.G., E.G.C.)	LIN. FT.	448	$3.00	$1,344.00
49	SP	ELECTRICAL CONDUCTORS-IN-CONDUIT (1C/12A.W.G., E.G.C.)	LIN. FT.	85	$1.50	$127.50
50	SP	ELECTRICAL CONDUCTORS FOR LUMINAIRES	LIN. FT.	85	$3.50	$297.50
51	708	TRAFFIC SIGNAL CABLE (5C/14 A.WG)	LIN. FT.	1457	$3.00	$4,371.00
52	708	TRAFFIC SIGNAL CABLE (7C/14 A.WG)	LIN. FT.	230	$3.50	$805.00
53	708	TRAFFIC SIGNAL CABLE (20C/14 A.WG)	LIN. FT.	512	$7.00	$3,584.00
54	710	NON-METALLIC CONDUIT (3")	LIN. FT.	404	$47.00	$18,988.00
55	710	NON-METALLIC CONDUIT (2")	LIN. FT.	15	$41.00	$615.00
56	710	NON-METALLIC CONDUIT (1.25")	LIN. FT.	28	$40.00	$1,120.00
57	710	NON-METALLIC CONDUIT (1")	LIN. FT.	141	$39.00	$5,499.00
58	710	GALVANIZED. STEEL CONDUIT (1")	LIN. FT.	10	$39.00	$390.00
59	711	CONCRETE PULL BOX (TYPE 1)	EACH	3	$1,648.00	$4,944.00
60	711	CONCRETE PULL BOX (TYPE 2)	EACH	10	$2,060.00	$20,600.00
61	714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (28')	EACH	1	$38,839.00	$38,839.00
62	714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (34')	EACH	1	$36,485.00	$36,485.00
63	714	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (36')	EACH	2	$37,662.00	$75,324.00
64	715	TRAFFIC SIGNAL PEDESTAL POLE WITH FOUNDATION (15')	EACH	4	$4,708.00	$18,832.00
65	719	THERMOPLASTIC PAVEMENT MARKING YELLOW (6")	LINEAR FOOT	2570	$2.50	$6,425.00
66	719	THERMOPLASTIC PAVEMENT MARKING WHITE (6")	LINEAR FOOT	200	$2.50	$500.00
67	719	THERMOPLASTIC PAVEMENT MARKING WHITE (8")	LINEAR FOOT	260	$4.50	$1,170.00
68	SP & 719	THERMOPLASTIC PAVEMENT MARKING WHITE (12")	LINEAR FOOT	510	$12.00	$6,120.00
69	719	THERMOPLASTIC PAVEMENT MARKING (ARROWS)	EACH	6	$412.00	$2,472.00
70	719	THERMOPLASTIC PAVEMENT MARKING (YIELD LINE)	LIN. FT.	14	$23.50	$329.00
71	719	THERMOPLASTIC PAVEMENT MARKING (WORDS)	EACH	2	$471.00	$942.00
72	719	REFLECTORIZED PAINT PAVEMENT MARKING WHITE (10')	LINEAR FOOT	174	$3.50	$609.00
73	SP & 733	VIDEO DETECTOR (IP)	EACH	6	$5,002.00	$30,012.00
74	SP & 733	VIDEO MONITOR (CLR)	EACH	1	$1,707.00	$1,707.00
75	SP & 733	VEHICLE DETECTOR RACK (16 CHANNEL)	EACH	1	$3,295.00	$3,295.00
76	SP & 733	VIDEO PROCESSOR, EDGE CARD IP (2 CAMERA)	EACH	3	$188.50	$565.50
77	SP & 733	CENTRAL CONTROL UNIT (8 CHANNEL)	EACH	1	$42,959.00	$42,959.00
78	SP	ETHERNET SWITCH, T100 HARDENED (8-PORT)	EACH	1	$2,707.00	$2,707.00
79	SP	NETWORK CABLE, EXTERIOR, CAT 5E	LIN. FT.	984	$4.00	$3,936.00

80	SP	BATTERY BACKUP SYSTEM	EACH	1	$15,300.00	$15,300.00
81	SP	SERVICE POINT ASSEMBLY (2 CIRCUITS)	EACH	1	$4,296.00	$4,296.00
82	SP	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	LUMP SUM	1	$11,770.00	$11,770.00
83	SP	PREEMPT INTERFACE MODULE	EACH	1	$19,537.00	$19,537.00
84	SP	18" STREET NAME SIGN (INSTALLATION)	EACH	4	$471.00	$1,884.00
85	SP	LED LUMINAIRE ASSEMBLY	EACH	1	$4,708.00	$4,708.00

Total Amount Bid **$1,426,950.70**

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-3151**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution authorizing the Mayor and Clerk to enter in to an agreement with ESO Solutions for RMS software and to begin converting 22 years of records into the new software. The total cost of the agreement for 2022 is $45,295.99. The agreement is renewable annually with an annual (reoccurring) cost of $37,656.00. While ESO will begin converting records after Council approval of this agreement, there will be no costs incurred until after January 1, 2022.

Estimated Cost	**$45,295.99**
Is this Item Budgeted?	☑ Yes ☐ No

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

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: December 14, 2021

Re: Records Management Conversion to New Software

After 22 years, our current Records Management Software is no longer supported by Microsoft Security updates and we will transition to a new RMS version in 2022. The new company, “ESO Solutions”, will need to transition our current, core data, records into their software prior to training or software implementation. To begin training and implementation in January of 2022, our current records have to be transitioned over. To transition our records now and thus begin training and implementation in January, ESO is asking for a signature commitment from the city as a good faith gesture. No invoicing will take place until training is complete and the software is functioning in 2022. This will allow us to begin using the software sooner and result in a cleaner conversion with our records. All of our supplemental RMS data will be archived by ESO Solutions so the earlier we start in 2022, the fewer supplemental records we have to duplicate.

Thank you for your consideration.

Quote Date:	12/08/2021
Customer Name:	Bentonville Fire Department (AR)
Quote #:	Q-54705
Quote Expiration date:	12/31/2021
ESO Account Manager:	Sara Schryver

CUSTOMER CONTACT

Customer Name	Bentonville Fire Department (AR)
Name	Curtis Sharp
Email	csharp@bentonvillear.com
Phone	(479) 321-0221

BILLING CONTACT

Payor Name	Bentonville Fire Department (AR)	Address	1000 SW 14th
Name	Brent Boydston		Bentonville AR, 72712
Email	bboydston@bentonvillear.com	Billing Frequency	Annual
Phone	479-271-3151	Initial Term	12 months

Fire RMS Bundle

Product	Total	Fee Type
FIRE RMS Bundle	$18,914.50	Recurring
RMS Bundle - ESO Fire Incidents RMS Bundle - ESO Inspections RMS Bundle - ESO Properties RMS Bundle - Personnel Management RMS Bundle - ESO Hydrants RMS Bundle - ESO Activities		

Scheduling

Product	Volume	Total	Fee Type
ESO Scheduling	107 Employees	$3,795.25	Recurring
ESO Scheduling - Setup & Online Training	1 Sessions	$414.99	One-time

Fire

Product	Volume	Total	Fee Type
Fire Incidents CAD Integration	6000 Incidents	$2,495.00	Recurring
Fire Data API	6000 Incidents	$1,511.00	Recurring
Fire - Training	5 Days	$5,975.00	One-time
Properties/Inspections Data Import	7 Stations	$0.00	One-time
Fire - Training Travel Costs	5 Travel Cost	$1,250.00	One-time
Fire Incidents NFIRS Data Import	6000 Incidents	$0.00	One-time

On Demand Learning

Product	Volume	Total	Fee Type
On Demand Learning	107 Employees	$3,495.00	Recurring

Inventory

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.

Quote Date:	12/08/2021
Customer Name:	Bentonville Fire Department (AR)
Quote #:	Q-54705
Quote Expiration date:	12/31/2021
ESO Account Manager:	Sara Schryver

Product	Volume	Total	Fee Type
ESO Inventory - Fire/EMS Agencies	6000 Incidents	$2,795.00	Recurring

Asset Management/Checklist

Product	Volume	Total	Fee Type
Assets-Checklist Bundle	20 Vehicles	$4,650.25	Recurring
Asset Management and Checklist - Training and Implementation	20 Vehicles	$0.00	One-time

Personnel Management

Product	Volume	Total	Fee Type
Personnel Management Data Migration	107 Employees	$0.00	One-time

Total Recurring Fees	$	37,656.00
Total One-Time Fees	$	7,639.99
TOTAL FEES	$	45,295.99

Quote Date:	12/08/2021
Customer Name:	Bentonville Fire Department (AR)
Quote #:	Q-54705
Quote Expiration date:	12/31/2021
ESO Account Manager:	Sara Schryver

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

https://www.eso.com/legal-terms/

2. The Effective Date of this Quote shall be the final date of signature.

3. Customer shall be responsible for the payment of all Fees listed herein. If Customer has elected to use a Third Party Payor (as indicated above as Payor) and such party has executed an appropriate agreement with ESO, ESO shall accept payment of Fees from such Third Party Payor.

Bentonville Fire Department (AR)

Signature: _____

Print Name: _____

Title: _____

Date: _____

For Fire, Personnel Management, Asset Management/Checklist, Scheduling, On Demand Learning, Inventory, the following payment terms apply:
Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.

Quote Date:	12/08/2021
Customer Name:	Bentonville Fire Department (AR)
Quote #:	Q-54705
Quote Expiration date:	12/31/2021
ESO Account Manager:	Sara Schryver

Fire

Product	Description
RMS Bundle - ESO Fire Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
RMS Bundle - ESO Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
RMS Bundle - ESO Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
RMS Bundle - ESO Hydrants	Inventory and document testing and status of hydrants.
RMS Bundle - ESO Activities - Fire and Fire/EMS Agencies	Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
Properties/Inspections Data Import	Data migration of Properties data and inspection reports into ESOs Properties and Inspections applications from a previously used RMS.
Fire - Training	Daily rate
Fire - Training Travel Costs	One-time fee - covers all travel costs associated with on-site training option.
Fire Incidents CAD Integration	Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.
Fire Data API	Data API to access account data in the ESO Fire RMS suite.

Personnel Management

Product	Description
RMS Bundle - ESO Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Discounted as a part of the RMS Bundle.
Personnel Management Data Migration	Migration of Information in Personnel Management that includes Demographics, Training Classes, Certifications, and Drivers License information.

Asset Management/Checklist

Product	Description
Assets-Checklist Bundle	Web-based asset management and apparatus checklist for Fire and EMS.
Asset Management and Checklist - Training and Implementation	Training and configuration to include; group admin training, agency specific web-based sessions, online training and pre-recorded end user training.

Scheduling

Product	Description
ESO Scheduling	Online scheduling, messaging and detailed reporting.
ESO Scheduling - Setup & Online Training	Webinar Training Session.

On Demand Learning

Product	Description
On Demand Learning	Unlimited, online training for all ESO products.

Inventory

Product	Description

Quote Date:	12/08/2021
Customer Name:	Bentonville Fire Department (AR)
Quote #:	Q-54705
Quote Expiration date:	12/31/2021
ESO Account Manager:	Sara Schryver

ESO Inventory - Fire/EMS Agencies	Web-based inventory management software for Fire and EMS.

Quote Date:	12/08/2021
Customer Name:	Bentonville Fire Department (AR)
Quote #:	Q-54705
Quote valid until:	12/31/2021
ESO Account Manager:	Sara Schryver

Please fill in your contact information below:

	Name	Email	Phone
Primary Business Contact			
Invoicing Contact			
Legal Contact			
Software Administrator Contact			
Privacy HIPAA Contact			
Tax Exempt	YES OR NO	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO	If YES, return PO with Agreement	

Please email the signed sales order to legal@eso.com and your sales representative.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH ESO SOLUTIONS FOR SOFTWARE RECORD CONVERSION FOR THE BENTONVILLE FIRE DEPARTMENT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with ESO Solutions for software record conversion for the Bentonville Fire Department, as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Police**
Submitted by	**Chief Ray Shastid**
Phone	**(479) 271-3170**

Item Type: (*Check Applicable Item Type)*

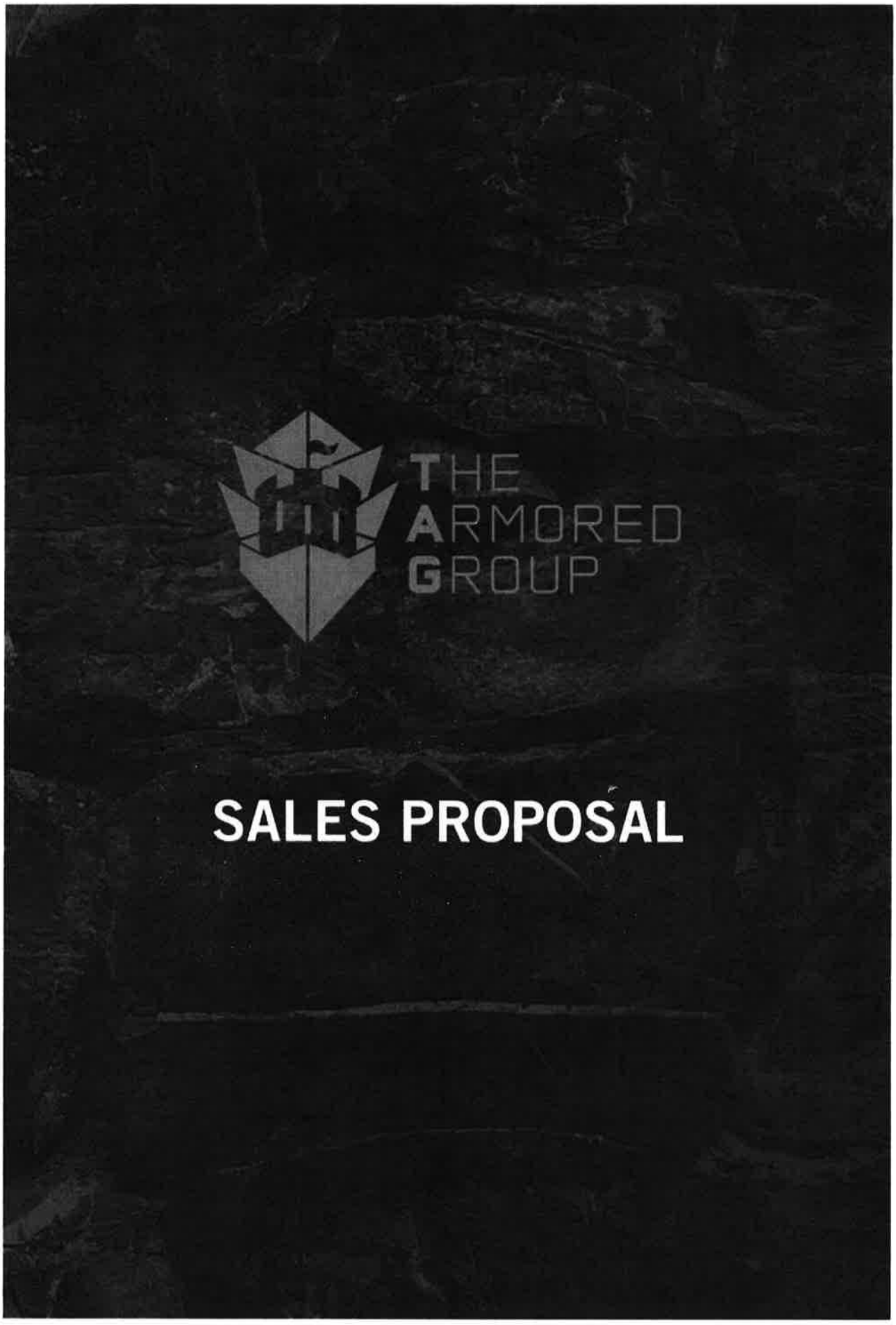
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☑ Bid Award

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

Bid Award to The Armored Group, LLC through the participation in the General Services Administration (GSA) Cooperative (Co-op) Contract, GS-07F-9375S for the purchase of a 2021 Chevrolet Suburban 4WD SUV with B6/NIJ III Armor, as equipped with emergency equipment (non-tactical armored vehicle and vehicle armoring services). Use of a Co-Op is allowed pursuant to Arkansas State Schedule 19-11-249; Purchasing performed an evaluation of the GS-07F-9375S contract, determining that the use of the contract was in line with both Arkansas State Statute and City Purchasing procedures. This is a budgeted item in the 2022 budget - see attached sales proposal for additional details.

Estimated Cost	**$163,250.00**
Is this Item Budgeted?	☑ Yes ☐ No

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


THE
ARMORED
GROUP
SALES PROPOSAL

THE ARMORED GROUP

Issued To:
Bentonville Police Department
908 SE 14th St
Bentonville, AR 72712
Phone: 479-206-2365
Email: ray.shastid@bentonville.arkansas.gov

Issued By:
Jeremy Johnson
Global Fleet Manager/Tactical Vehicle Specialist
Phone: 817-291-4956
Email: jeremy@armoredcars.com

NIJ III/B6 Discreet Armored LE Suburban

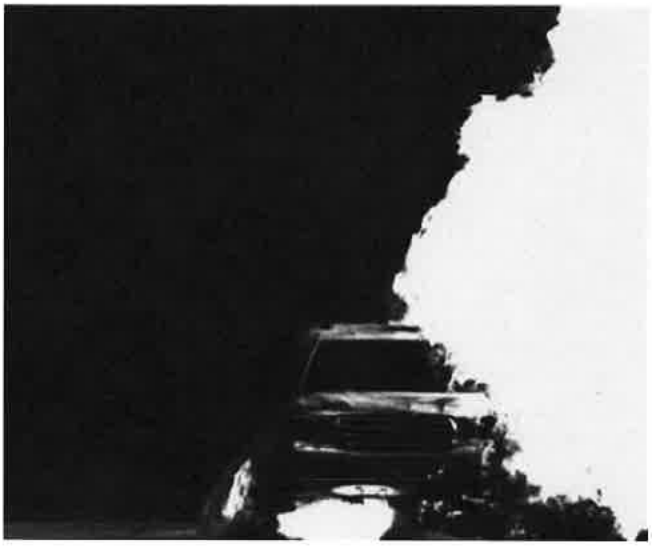
NIJ III

THE ARMORED GROUP

NIJ III/B6 Armored
LE Discreet Suburban

The Armored Group (TAG) has almost 30 years of experience engineering, manufacturing and customizing armored vehicles for use by **government**, **military agencies**, **law enforcement**, **private businesses** and **individual citizens** around the world. We will **engineer**, **design**, **build** or **customize** any armored vehicle for any terrain or environment.

TAG builds **Certified** armored vehicles providing **full protection** from bullets & blasts and ensuring the highest safety to our clients. With **multiple vehicles** sent to tests in different countries and with over **500** strategically placed shots and **9** different blast events on each vehicle **without a single penetration**, we were awarded **VPAM certification** for all of our vehicles.



THE ARMORED GROUP LLC
5050 E Red Rock Drive,
Phoenix, AZ 85018, USA

HQ: +1 602 840 2271
sales@armoredcars.com
www.armoredcars.com

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TECHNICAL SPECIFICATIONS

Model:	Chevrolet Suburban Z71
Model Year:	2021/2022
Engine Type:	6.2L V8 Petrol
Transmission:	10 Speed Automatic
Horsepower:	420 hp
Torque:	460 ft lbs/tq
Fuel Type:	Petrol
Drive Configuration:	4 Wheel Drive
Seating Capacity:	2 + 2 + 2
Exterior Color:	White
Interior:	Black Leather

ARMORING SPECIFICATIONS

VPAM	CEN	WEAPON	CALIBER	WEIGHT(g)	RANGE(m)	SPEED(m/s)
VR4	B4		.44 Magnum	15.6 ± 0.1	5.00 ± 0.5	440 ± 10
VR5	B5		5.56 x 45 mm SS109 & M193	4.0 ± 0.1	10.00 ± 0.5	950 ± 10
VR7	B6		7.62 x 51mm M80 Nato Ball	9.5 ± 0.1	10.00 ± 0.5	830 ± 10
VR9	B7		7.62 x 51MM AP (Armor Piercing)	9.8 ± 0.1	10.00 ± 0.5	820 ± 10

*VPAM Certification includes ballistic and blast tests on a fully armored vehicle

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ARMORING SPECIFICATIONS

- All vertical panels armored, including door panels, using material by certified supplier to Level B6/NIJ III (7.62x51mm and lesser threats)

GLASS (TINTED)

- Glass tint level to be determined
- Windshield replaced with OEM Curved transparent armor (glass) with material provided by certified supplier to Level B6/NIJ III (7.62x51mm and lesser threats)
- Door glass replaced with transparent armor (glass) with material provided by certified supplier to Level B6/NIJ III (7.62 x 51mm and lesser threats)
- Rear quarter glass left OEM
    - Rear OEM Glass tinted to not allow ability to see internal ballistic steel inserts with smaller NIJ III glass
- B6/NIJ III Rated Ballistic window in rear barn door
    - Glass hinged and able to lock in open position
- Driver Window Partially Operational for document pass through

OVERLAPS

- Overlap System around each window using B6/NIJ III Rated ballistic material throughout will be used to ensure complete protection from gaps in vehicle. Material by certified supplier
    - All pillar posts A, B, C and D armored by certified supplier; All overlaps will be covered to match interior and made to look OEM in appearance

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REAR BARN DOOR

- Rear door kept original.
- B6/NIJ III Armored Barn Door System large NIJ III rated glass insert
    - Added Gun Port/Rear door Opening Hatch through armored barn door to allow exiting from rear of vehicle
- B6/NIJ III Rated Ballistic window in rear barn door
    - Glass hinged and able to lock in open position

INNER DOOR TRIM

- Door inner trim has been replaced with TAG inner door design

REAR SEATS (3RD ROW)

- OEM Seats turned rearward

ROOF & ESCAPE HATCH

- Entire roof area Armored to NIJ III Level
- Flip Forward Roof Escape Hatch for 2nd Row of Seats

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FLOOR

- Floor armored using material that acts as an absorbent for blast protection (2 DM 51 Grenades) set off simultaneously

FIREWALL

- Complete Internal Firewall armoring to B6/NIJ III protection Level

BATTERY, CPU & TAILPIPE PROTECTION

- Battery and computer protected with ballistic steel
- Tailpipe screen added

FRONT HOOD CLIP ARMOR PACKAGE

- Additional NIJ III Armor installed behind front fenders and behind headlights
- B6/NIJ III Radiator Protection added behind OEM Grill

BUMPER REINFORCEMENTS

- Hidden steel reinforced rear bumper with removable drop step
- Front Heavy Duty Ram Bumper

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TIRE & RIM UPGRADES

- Upgraded larger tires with increased weight carrying capacity
- Upgraded Rims to handle increased weight (available in black or gunmetal type colors)

RUN FLATS TIRE SYSTEM

- Run-Flats installed in all tires; including spare

FUEL TANK

- Fuel Tank Protection Added

SUSPENSION & BRAKE UPGRADES

- Heavy Duty Suspension Upgrades
  - TAG Exclusive Outback Armored Suburban Suspension Package
- Upgraded Brake Package
  - Brake Rotors drilled and slotted to allow for quicker cooling
  - High Performance brake pads installed to improve braking distance
  - Optional Higher Level Braking Systems Available

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EMERGENCY LIGHTS WITH SIREN & PA

- Red and Blue LED Flashers in Grill and Rear of Unit
- 100W Siren and PA
- White Light installed in Rear OEM Door that can shine down when opened
    - Switch in rear compartment

DISCREET NIJ III LE ARMORED SUBURBAN 1500 4x4 6.2L Z71

$163,500.00

*Price includes chassis
*Price does not include freight to Bentonville, AR
*Price does not include sales tax (The Armored Group does not collect sales tax)

[redacted] November 11, 2021
Jeremy Johnson
Global Fleet Manager
The Armored Group LLC

_____, _____ ____, 2021
Authorized Signature
Bentonville Police Department

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THE ARMORED GROUP

5221 N. Saddle Rock Drive
Phoenix, AZ 85018
CONTACT: Jeremy Johnson
Phone: 817-332-4646 Cell: 817-291-4956
Email: jeremy@armoredcars.com

Customer

Bentonville Police Department
908 SE 14th Street
Bentonville, AR 72712
Contact: Ryan Simmons
Phone: 479-271-5902

GSA Line Items	
Armored Chevrolet Suburban 1500 LT 4x4 B6/NIJ III	$136,886.63
Pursuit Package for SUV	$24,685.00
Radiator Protection for SUV Sedan Truck	$1,993.86
Flank armor behind front fenders for SUV Sedan Truck	$3,190.17
Ram/Push Bumper - Heavy Duty Exposed Bumper For SUV	$3,656.24
Emergency/Escape Hatch for SUV	$3,937.50
Total:	$174,349.40

Discount	**($11,099.40)**
Official GSA Quoting Price Per Unit	**$163,250.00**

Open Market: Freight for Suburban (TBD) **$** -

[redacted] November 12,, 2021

Jeremy Johnson
Global Fleet Manager
The Armored Group, LLC

_____, 2021
Authorized Signature
Bentonville Police Department

*Please add our GSA Contract #: GS-07F-9375S to PO when issued

GSA Contract Holder
Contract GS-07F-9375S

REPLY TO
ATTENTION OF:

The Armored Group, LLC

11/12/21

Edgar McGauley
GSA /Contract Manager

To Mr. Ryan Simmons:

Subject: GSA and Cooperative Purchasing

The Armored Group's GSA Scheduled Contract (Contract # GS-07F-9375S) features Cooperative Purchasing which allows state, local, and tribal governments to purchase law enforcement products directly off the GSA contract. All of our armored vehicle offerings, including the Armored Chevrolet Suburban, can be found on this GSA contract.

Here is more information on Cooperative Purchasing:

https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments/cooperative-purchasing

Below is the contact information for our representative at GSA:

Teresa Hill
Contracting Officer
817-850-8220
teresa.hill@gsa.gov

If anything else is needed, feel free to contact me at anytime.

Thank you.

[redacted]

Sincerely,
Edgar McGauley
GSA / Contract Manager, The Armored Group, LLC.
Phone: 6028402271
Mobile: 8179130244
Email: edgar@armoredcars.com

GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE AUTHORIZED FEDERAL SUPPLY PRICE LIST
Federal Supply Schedule: MAS
Armored Vehicles

CONTRACT NUMBER: GS-07F-9375S **CONTRACT PERIOD:** 1 March 2021 to 28 February 2026

CONTRACTOR:
The Armored Group, LLC.
5221 N. Saddlerock Drive
Phoenix, AZ 85018
Phone number: 602-840-2271
Fax number: 602-840-6162

(GSA) CONTRACT ADMINISTRATOR:
Edgar McGauley
2785 Rockbrook Drive, Suite 207
Lewisville, TX 75067
Phone number: 602-840-2271
Fax number: 602-840-6162

BUSINESS SIZE: Small

CUSTOMER INFORMATION:

1a. **Awarded Special Item Numbers:** **336992** - Non-Tactical Armored Vehicles and Vehicle Armoring Services.

1b. **Lowest Priced Model Number for each Awarded Special Item Number(s):**

SUV Large B4 (Armor Only)	$51,270.73
Chevrolet Tahoe B6/NIJ III	$153,812.18
Armored Ford F-350 Crew Cab Truck B7 / NIJ IV	$145,000.00

2. **Maximum Order Guideline:** $850,000.00
(Note: delivery order may be placed against the Schedule contract even though it exceeds the maximum order)
3. **Minimum Order:** $500
4. **Geographic Coverage:** Worldwide
5. **Points of Production:** Dearborn Heights, MI
6. **Basic Discount:** 2%
7. **Quantity Discount:** Additional 1.5% on orders over $2,000,000.00
8. **Prompt Payment Terms:** 1% 10 Days
9. **Government Credit Card:** Contact Contractor
10. **Foreign Items:** None
11a. **Time of Delivery:** 120 Days ARO
11b. **Expedited Delivery:** 90 Days ARO
11c. **Overnight/2-Day Delivery:** Contact Contractor
11d. **Urgent Requirements:** Contact Contractor
12. **FOB Point:** Origin
13. **Ordering Address:** Same as contractor
14. **Payment Address:** Same as contractor
15. **Warranty Provisions:** SCW
16. **Export Packing Charges:** Same as contractor
17. **Terms and Conditions of Government Credit Card Acceptance:** None
18. **Terms and Conditions of any other service:** None
19. **Terms and Conditions of Installation:** None
20. **Terms and Conditions of Repair Parts indicating Date of Parts Price Lists and any Discounts from List Prices:** None
21. **List of Service and Distribution Points:** None
22. **List of Participating Dealers:** None
23. **Preventative Maintenance:** None
24. **Environmental Attributes, E.G. Recycled Content, Energy Efficiency, and/or Reduced Pollutants:** Meets Federal Emission Standards.
25. **Data Universal Number System (DUNS) Number:** 033904082
26. **CCR Database:** Yes - Cage Code 3MMF4

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Finance/Information Technology**
Submitted by	**Jake Harper/Dennis Hayes**
Phone	**479-271-6781**

Item Type: (*Check Applicable Item Type)*

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

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

Budget Adjustment to allow the City to move forward with network security improvements utilizing ARPA funding.

Estimated Cost	**$377,000**
Is this Item Budgeted?	☐ Yes ☑ No

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

Will be paid utilizing ARPA funding.

Budget Adjustment Request

Date of City Council Meeting	**12/14/2021**
Department	**Finance/Information Technology**
Submitted by	**Jake Harper/Dennis Hayes**
Phone	**479-271-6781**

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

Allow the City to move forward with network security improvements utilizing ARPA funding

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
401010	**43310**	**Technical/Data Processing**		**$ 377,000.00**
		Totals	**$ -**	**$ 377,000.00**
		Net Impact on Fund Balance	**$**	**(377,000.00)**

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

City of Bentonville

Memo

To: City Council, Mayor Orman

From: Dennis Hayes, IT Director

cc: Jake Harper

Date: 12/8/2021

Re: **IT ARPA Funding Requests**

As discussed previously, the IT department requests ARPA funds for the for the following projects:

Ransomware Resistant Backup Solution

Ransomware Resilience Backup Solution provides enhanced protection of business-critical data against ransomware attacks. This feature provides an extra layer of protection to our existing backup solution

Automated Security Awareness Software

Provide customized security awareness program through testing and training and assessment to educate city employees. Integrates baseline testing using mock attacks, engaging interactive web-based training, and continuous assessment through simulated phishing, attacks to build a more resilient and secure organization

Vulnerability Monitoring & Response

Providing resources to monitor city networks, endpoints and cloud environments to help detect, respond and recover from modern cyber-attacks and threats

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
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):*

Reappointment of Nathan Pollet to the Library Advisory Board. Mr. Pollet has been an active member of the board and his contributions have added value to our library. This will be his second and final five-year term that begins January 1, 2022 and will expire on December 31, 2026.

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☐ No

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

December 2, 2021

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Reappointment of Nathan Pollet to the Bentonville Public Library Advisory Board.

I recommend Nathan Pollet for reappointment to the Bentonville Public Library Advisory Board.

Mr. Pollet's second and final term will begin January 1, 2022 and expire December 31, 2026.

SO

Stephanie Orman, Mayor
City of Bentonville

RECEIVED
11/29/21

Boards and Commissions Application Form

Applicant Information

First Name	Nathan
Last Name	Pollet
Address	[redacted]
City	Bentonville
State	Arkansas
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	9 years
Employer	Sharum's Garden Center
Occupation	Landscape Designer
Business Phone	[redacted]

(Section Break)

References

Please provide 2 references

Name	Bill Woodell
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[redacted]

Name	Dave Hastings
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	Arkansas
Zip Code	72712
Phone Number	[redacted]
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Library Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I have been serving on the Library Advisory Board for 5 years. I have a Master's Degree in Landscape Architecture.
2. Why would you like to be considered for appointment to this commission or board?	I am applying for a second term of service on the Library Advisory Board.
3. What do you hope to be able to contribute?	I hope to continue being a part of the team and furthering the mission of the Bentonville Public Library.

(Section Break)

Qualifications for Serving

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

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

(Section Break)

Restrictions on Appointees

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

Agreement to Abide by Restrictions on Appointees	Nathan Pollet
Date	11/29/2021

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
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):*

Reappointment of Kimberly Seay to the Library Advisory Board. Mrs. Seay has been an active member of the board and her contributions have added value to our library. This will be her second and final five-year term that begins January 1, 2022 and will expire on December 31, 2026.

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☐ No

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

December 2, 2021

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Reappointment of Kimberly Seay to the Bentonville Public Library Advisory Board.

I recommend Kimberly Seay for reappointment to the Bentonville Public Library Advisory Board.

Mrs. Seay's second and final term will begin January 1, 2022 and expire December 31, 2026.

SO

Stephanie Orman, Mayor
City of Bentonville

RECEIVED
11/30/21

Boards and Commissions Application Form

Applicant Information

First Name	Kimberly
Last Name	Seay
Address	[redacted]
City	Bentonville
State	Arkansas
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	28 years
Employer	self
Occupation	consultant
Business Phone	[redacted]

(Section Break)

References

Please provide 2 references

Name	Beatrice Apple
Email Address	[redacted]
Address	
City	Bentonville
State	Arkansas
Zip Code	72712
Phone Number	[redacted]

Name	Paxton Roberts
Email Address	[redacted]
Address	
City	Bentonville
State	Arkansas
Zip Code	72712
Phone Number	[redacted]
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Library Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I have been a citizen and patron of the library for 28 years and I'm currently serving on the Library Advisory Board. I have a degree in Industrial Engineering from Georgia Tech. I am active in the community volunteering my time with Bike Advocacy and coaching youth in cycling. I am also a consultant and work with cycling industry companies and organizations locally and nationally helping to improve DEI representation in micromobility and outdoor recreation.
2. Why would you like to be considered for appointment to this commission or board?	I bring a unique perspective to the dynamics of the board with my past experience on the library advisory board, current service on the BikeNWA / NWA Trailblazers board of directors, my professional knowledge, years with Walmart in logistics, supply chain management, merchandising and the years of work in the community with cycling, school PTOs programs and coaching kids, docent experience at Crystal Bridges and 10 years as a Benton County Master Gardener. I am a part of the three percent of the AA and growing minority of Bentonville's population. I am eager to serve on the board as the community is growing and the demographics of the community is changing

	and to offer input, perspective and support during the planning, and building expansion.
3. What do you hope to be able to contribute?	Art, Trails, native landscape, cycling, schools; things that attract citizens to live in Bentonville I have been a part and have had input in my community and would like to continue to serve the library as a place where all citizens are welcome and safe at our public library as a place with resources to achieve personal growth and experience friendship in community.

(Section Break)

Qualifications for Serving

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

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

(Section Break)

Restrictions on Appointees

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

Agreement to Abide by Restrictions on Appointees	Kimberly Seay
Date	11/30/2021

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Parks and Recreation Department**
Submitted by	**Wade Tomlinson, Parks Planner**
Phone	**(479) 271-3392**

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 City Council approval of IFB 21-57-RE-BID in the amount of $533,417.50 to Milestone Construction for the purchase of materials, labor and services to construct dog park and playground area improvements at Orchards Park. The City will also be adding a $26,582.50 owners contingency to the contract, bringing the total potential contract amount to $560,000.00. See the attached Bid Tabulation and Bid Submission forms for additional information.

Estimated Cost	**$560,000**
Is this Item Budgeted?	☑ Yes ☐ No

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

Memo

To:	City Council, Mayor Orman
From:	Wade Tomlinson, Parks Planner
Thru:	David Wright, Parks and Recreation Director
Date:	December 14, 2021
Re:	Bid Award IFB 21-57-RE-BID Orchards Park Dog Park and Playground

---

Parks and Recreation Staff is requesting City Council's approval to award IFB 21-57-RE-BID in the amount of $533,417.50 to Milestone Construction Company LLC for the purchase of materials, labor and services to construct dog park and playground area improvements at Orchards Park. The City will also be adding a $26,582.50 owners contingency to the contract, bringing the total potential contract amount to $560,000.00.

The open space master plan calls for playground improvements at Orchards Park the same plan also calls for three additional dog parks across the City. The construction of the dog park at Orchards satisfies the need for one of the new dog parks.

The Parks and Recreation Department will pay for the improvement using a 500K grant from the Walton Family Foundation and the remainder will come from the Park Impact Fee funds.

Milestone Construction was the low bidder and will construct the dog park area as well as the playground and walkway edges. The project will include mass grading, fencing, entryways, natural boulder features, steps, seating areas, a dog tunnel, two shade pavilions, an irrigation system, park furniture and drinking a fountain.

If you have any questions regarding this item, please let me know. Please call me at 271-3392 or email wtomlinson@bentonvillear.com.

CITY OF BENTONVILLE PURCHASING DEPARTMENT

BID TABULATION: IFB-21-57-RE-BID - ORCHARDS PARK IMPROVEMENT PROJECT - DOG PARK & PLAYGROUND ENVIRONMENT

BID OPENING DATE: NOVEMBER 9, 2021 10:30 AM

				Crossland Construction		Milestone Construction Company		81 Construction	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
Initiation									
1	Mobilization	LS	1	$ 69,750.27	$ 69,750.27	$ 5,500.00	$ 5,500.00	$ 30,000.00	$ 30,000.00
2	Insurance and Bonding	LS	1	$ 9,300.04	$ 9,300.04	$ 10,064.00	$ 10,064.00	$ 18,000.00	$ 18,000.00
Site Prep									
3	Project Staking and Layout	LS	1	$ 6,975.03	$ 6,975.03	$ 3,750.00	$ 3,750.00	$ 3,500.00	$ 3,500.00
4	Tree Protection (L.05)	LS	1	$ 1,933.24	$ 1,933.24	$ 3,275.00	$ 3,275.00	$ 1,000.00	$ 1,000.00
5	Erosion Control Socks (L.05)	LS	1	$ 5,599.78	$ 5,599.78	$ 2,750.00	$ 2,750.00	$ 2,500.00	$ 2,500.00
6	Construction Entrances (L.05)	EA	2	$ 5,032.48	$ 10,064.96	$ 2,500.00	$ 5,000.00	$ 1,000.00	$ 2,000.00
7	Concrete Cleanout	EA	2	$ 930.00	$ 1,860.00	$ 1,000.00	$ 2,000.00	$ 400.00	$ 800.00
Site Work									
8	Select Fill Detail (Detail L/1 Sheet LD.06)	CY	200	$ 48.01	$ 9,602.00	$ 48.00	$ 9,600.00	$ 30.00	$ 6,000.00
9	Grading (Sheet L.04)	CY	455	$ 11.31	$ 5,146.05	$ 12.00	$ 5,460.00	$ 40.00	$ 18,200.00
10	6" Top soil (Detail L/1 Sheet LD.06)	CY	50	$ 83.26	$ 4,163.00	$ 81.00	$ 4,050.00	$ 55.00	$ 2,750.00
11	36" Span 22" Rise - Reclaimed or New Arch RPC (L /1 Sheet LD.06)	LF	30	$ 276.57	$ 8,297.10	$ 300.00	$ 9,000.00	$ 70.00	$ 2,100.00
12	Stone steps and landing (Sheet LD.04, L.02, L.04)	SF	140	$ 31.25	$ 4,375.00	$ 34.00	$ 4,760.00	$ 54.00	$ 7,560.00
13	Stone walls (Sheet LD.04, L.02, L.04)	SF	1800	$ 56.24	$ 101,232.00	$ 61.00	$ 109,800.00	$ 39.00	$ 70,200.00
14	Music Pad (Includes Sandblast and Stain) (Sheets L.02 & L.03)	SF	585	$ 28.75	$ 16,818.75	$ 20.00	$ 11,700.00	$ 15.00	$ 8,775.00
15	Playground Concrete Border Curb (Sheets L.01 & L.02)	LF	370	$ 81.55	$ 30,173.50	$ 30.00	$ 11,100.00	$ 25.00	$ 9,250.00
16	Playground Flatwork Area; Picnic, Bench and Music Area (Sheets L.01 & L.02)	SF	910	$ 18.04	$ 16,416.40	$ 12.00	$ 10,920.00	$ 7.50	$ 6,825.00
17	Playground Concrete Walk (Sheets L.01 & L.02)	SF	875	$ 16.76	$ 14,665.00	$ 12.00	$ 10,500.00	$ 7.50	$ 6,562.50
18	Metal Perimeter Fences and Gates (Sheet LD.06)	LF	1,300	$ 61.30	$ 79,690.00	$ 75.00	$ 97,500.00	$ 113.00	$ 146,900.00
19	Shelter Concrete Pad (Sheet L.03)	EA	2	$ 4,708.14	$ 9,416.28	$ 5,500.00	$ 11,000.00	$ 3,800.00	$ 7,600.00
20	Drinking Fountain Pad, Sump, Plumbing and Connection (LD.01)	EA	1	$ 32,796.57	$ 32,796.57	$ 35,000.00	$ 35,000.00	$ 29,000.00	$ 29,000.00
21	Dog Park Entryways flat work	SF	1,000	$ 16.76	$ 16,760.00	$ 10.00	$ 10,000.00	$ 7.50	$ 7,500.00
22	Connecting Sidewalk between Dog park and John Deshields	SF	330	$ 24.78	$ 8,177.40	$ 10.00	$ 3,300.00	$ 7.50	$ 2,475.00
23	Bermuda Sod Lawn (Sheet L.05)	SY	3,489	$ 3.98	$ 13,886.22	$ 4.50	$ 15,700.50	$ 5.50	$ 19,189.50
24	Dog Waste Station (LD.01	EA	3	$ 2,299.28	$ 6,897.84	$ 500.00	$ 1,500.00	$ 1,200.00	$ 3,600.00
25	Park Bench, Installed	EA	4	$ 1,257.95	$ 5,031.80	$ 2,500.00	$ 10,000.00	$ 2,000.00	$ 8,000.00
ITEM NO	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
26	Park Trash Can, Installed (Sheet LD.03)	EA	2	$ 2,345.53	$ 4,691.06	$ 2,000.00	$ 4,000.00	$ 2,000.00	$ 4,000.00
27	Park Tables, Installed (Sheet LD.03)	EA	2	$ 1,489.41	$ 2,978.82	$ 2,000.00	$ 4,000.00	$ 3,000.00	$ 6,000.00
Deductive Alternates									
#1	Alternate Seat Wall, Including Excavation, Grading, Topsoil and Sod	LS	1	$ 27,493.23	$ 27,493.23	$ 23,650.00	$ 23,650.00	$ 16,560.00	$ 16,560.00
#2	Metal Shelter + Added Column Stone (Sheet LD.04)	EA	2	$ 33,720.54	$ 67,441.08	$ 41,093.00	$ 82,186.00	$ 40,000.00	$ 80,000.00
#3	Park Irrigation (Sheet LI.01, LI.02)	LS	1	$ 28,248.86	$ 28,248.86	$ 16,352.00	$ 16,352.00	$ 55,000.00	$ 55,000.00
TOTAL BASE BID				$	619,881.28	$	533,417.50	$	581,847.00

INDICATES A CLARIFICATION OR EXTENDED PRICE CORRECTION

purchasing@bentonvillear.com - (479) 271-3115

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

2. DELIVERY

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. **If the requested (specified) schedule cannot be met, Bidder must specify the date(s)/schedule that Bidder is able to commit to in the fields provided. Failure to state a date/schedule obligates the Bidder to perform the work or delivery the item(s) or services and complete services within the City's requested timeline.** Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): December 14, 2021

Delivery/Work-Site Address: 1100 NE John Deshields Blvd. Bentonville, AR 72712

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

_X__Construction/Project Specified Date(s): Work Beginning and Completion

City's Specification:

Work Beginning: The City request that work begin within ____14_____day(s) from Notice of Award.

Substantial Completion: The City requests that substantial completion be reached within __90__day(s) from the date work begins.

100% Completion: The City requests that the project be 100% complete within _90__day(s) from the date work begins.

_____

Bidder Response: __**AS SPECIFIED** __**ALTERNATE DATES REQUESTED** *(REQUIRES COMPLETION OF FIELDS BELOW)*

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

Work Beginning: Work will begin within 14 days from the Notice of Award.

Substantial Completion: Substantial completion wil be reached within March 27, 2022 day(s) from work beginning.

100% Completion: 100% completion will be reached within July 1, 2022 day(s) from work beginning.

• Metal Shelters from shop drawing, to fabrication, delivery, erection Masonry column work is a 4month lead time. This is using specified Coverworx brand.
• Dumor items: Benches & trashcans are a 12week fabrication process. plus ship time & Installation

We could complete all the work, excluding the metal shelters by the substantial completion. We could have those areas fenced off to finish the shelters once the material arrived. The concrete pads could be open until closer to time to erect the metal shelters.

ADDENDUM TO SOLICITATION

(AMENDED – ADDENDUM NUMBER 1) BID FORM

BIDDERS – USE ONLY THIS FORM FOR BID PRICING

BIDS WILL BE REJECTED IF THEY ARE NOT SUBMITTED ON THIS AMENDED BID FORM!

*Amended Line Items are highlighted in yellow.

BID FORM

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
Initiation					
1	Mobilization	LS	1	5500.00	5500.00
2	Insurance and Bonding	LS	1	10,064.00	10,064.00
Site Prep					
3	Project Staking and Layout	LS	1	3750.00	3,750.00
4	Tree Protection (L.05)	LS	1	3,275.00	3,275.00
5	Erosion Control Socks (L.05)	LS	1	2,750.00	2,750.00
6	Construction Entrances (L.05)	EA	2	2,500.00	2,500.00
7	Concrete Cleanout	EA	2	1,000.00	2,000.00
Site Work					
8	Select Fill Detail (Detail L/1 Sheet LD.06)	CY	200	48.00	9600.00
9	Grading (Sheet L.04)	CY	455	12.00	5460.00
10	6" Top soil (Detail L/1 Sheet LD.06)	CY	50	81.00	4050.00
11	36" Span 22" Rise - Reclaimed or New Arch RPC (L /1 Sheet LD.06)	LF	30	300.00	9000.00
12	Stone steps and landing (Sheet LD.04, L.02, L.04)	SF	140	34.00	4760.00
13	Stone walls (Sheet LD.04, L.02, L.04)	SF	1800	61.00	111,600.00
14	Music Pad (Includes Sandblast and Stain) (Sheets L.02 & L.03)	SF	585	20.00	11,700.00
15	Playground Concrete Border Curb (Sheets L.01 & L.02)	LF	370	30.00	11,100.00
16	Playground Flatwork Area; Picnic, Bench and Music Area (Sheets L.01 & L.02)	SF	910	12.00	10,920.00
17	Playground Concrete Walk (Sheets L.01 & L.02)	SF	875	12.00	10,500.00

ADDENDUM TO SOLICITATION

18	Metal Perimeter Fences and Gates (Sheet LD.06)	LF	1,300	75.00	97,500.00
19	Shelter Concrete Pad (Sheet L.03)	EA	2	5500.00	11,000.00
20	Drinking Fountain Pad, Sump, Plumbing and Connection (LD.01)	EA	1	35,000.00	35,000.00
21	Dog Park Entryways flat work	SF	1,000	10.00	10,000.00
22	Connecting Sidewalk between Dog park and John Deshields	SF	330	10.00	3,300.00
23	Bermuda Sod Lawn (Sheet L.05)	SY	3,489	450.00	15,701.00
24	Dog Waste Station (LD.01	EA	3	500.00	1,500.00
25	Park Bench, Installed	EA	4	2500.00	10,000.00
ITEM NO	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
26	Park Trash Can, Installed (Sheet LD.03)	EA	2	2000.00	4,000.00
27	Park Tables, Installed (Sheet LD.03)	EA	2	2,000.00	4,000.00
Deductive Alternates					
#1	Alternate Seat Wall, Including Excavation, Grading, Topsoil and Sod	LS	1	23,650.00	23,650.00
#2	Metal Shelter + Added Column Stone (Sheet LD.04)	EA	2	41,093.00	82,186.00
#3	Park Irrigation (Sheet LI.01, LI.02)	LS	1	16,352.00	16,352.00
TOTAL BASE BID (IN NUMBERS)				$ 501,918.00	
TOTAL BASE BID (IN WORDS)				Five hundred & one thousand nine hundred Eighteen dollars	

Deductive Alternates				
#1	Alternate Seat Wall, Including Excavation, Grading, Topsoil and Sod	LS	1	Deduct (Extended Price): $ 23,650.00
#2	Metal Shelter + Added Column Stone (Sheet LD.04)	EA	2	Deduct (Extended Price): $ 82,186.00
#3	Park Irrigation (Sheet LI.01, LI.02)	LS	1	Deduct (Extended Price):$ 16,352.00

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT

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

ADDENDUM TO SOLICITATION

BIDDER DECLARATION

The Undersigned hereby declares that he has carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted his sources of supply, has satisfied himself as to all quantities and conditions, and understands that in signing this proposal, he waives all right to pleas of any misunderstanding regarding the same.

Company Name: Milestone Construction By (Authorized Person's **Signature**) [redacted]

Printed Name and Title: Lance Norsworthy

Date: 11/9/2021

*If Bidder is a corporation, indicate state of incorporation, under the Firm's Signature, and if a partnership, give full names of all partners.

Arkansas State Contractor's License Number (only include when required in this IFB): 0156050422

[END OF ADDENDUM NUMBER 1]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 4: SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

- **AS SPECIFIED:** Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space ('As Specified') provided.
- **EQUIVALENT:** Bidders must indicate (and describe) any item being offered to the City that does not fully conform to the City's specification but is being offered to the city as being an "EQUIVALENT" (including alternate or substitute)" to the City's specifications. It is the responsibility of Bidders to demonstrate and provide clear evidence of the item's equivalency to the City's specification. The City shall have the final determination as to whether an item is equivalent and meets the City's needs.

The specifications in this Section do not necessarily include all specifications and/or requirements for this IFB. Bidder is responsible for the complete review of this IFB document and all appendixes, any issued clarifications, addenda, or any other document released by the City related to this IFB and for familiarizing themselves with the work to be performed and/or products to be supplied prior to submitting a bid to ensure accurate pricing.

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2	The awarded Bidder shall follow all federal, state and local safety regulations	X	
3	Bidder is qualified and capable of performing the work, AS SPECIFIED in the Scope of Work section of this IFB document.	X	
4	The awarded Bidder and crew shall meet with the City's designated contact(s) prior to beginning services to review the Scope of Work, measurements and plans.	X	
5	The awarded Bidder shall coordinate progress meetings with the City's designated contact(s)to review progress and details while services are being performed.	X	
6	The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the services described herein.	X	
7	The awarded Bidder understands that the Plan Set (Appendix A) contains all Specifications for work, materials and products. Work shall be completed, as specified, according to this Bid Document and all attached Appendixes.	X	

2. PRE-BID MEETING ATTENDENCE (REQUIRED RESPONSE)

Indicate below if Bidder attended the Pre-Bid Meeting for this Invitation for Bid.

X Yes, attended the Pre-Bid Meeting ___No, did not attend the Pre-Bid Meeting

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

3. WARRANTIES (REQUIRED REPONSE)

Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon the completion of the work.

X Agree (As Specified) ___Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning:_____

_____

Material and Workmanship Warranty:

Bidder warrants that the workmanship and material shall be free from defect for a period of 1 years upon the completion of the work.

Details:_____

_____

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Milestone Construction Company LLC **Phone Number:** 479-751-3560

Business Address (Full Street/City/State/Zip): 2002 S. 48th Street Suite A 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: Lance Norsworthy **Email:** LNORSWORTHY@MSTONECC.com

Signature of Authorized Person: [redacted] **Date:** 11/9/2021

Printed or Typed Name: Lance Norsworthy **Title:** Manager

Arkansas Contractors License Number: 0156050422 **(REQUIRED)**

Sales or Use Tax ID Number: 002981675SLS

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

[This space has been intentionally left blank]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall provide at least three references from within the last two (2) years in the space provided below. References provided must be from the performance of the same or similar type of work as described herein.

The City reserves the right to contact references provided and use the information obtained in the evaluation of Bidder's Bid submission.

Contact Name	Contact Phone Number	Description of Work	Date/Date Range When Services Were Performed
Wade Abernathy	479-575-8361	Town Center- Renovation of downtown Square	October 2020 - April 2021
Doug Sprouse Chad Wolf	479-750-8114 479-750-8185	Shaw Family Park- Construction of new Park	September 2019- August 2020
Philip Patterson Don Clark	479-524-5136 479-238-0930	Memorial park- Construction of new Park	June 2018- May 2019.

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 5: BIDDER ACKNOWLEDGEMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	LN
Proof of insurance, or the ability maintain, as defined herein.	LN
5% Bid Guarantee, as specified herein. (Only applicable when required in this IFB document)	LN
APPENDIX B: SUBCONTRACTOR DISCLOSURE completed, if applicable	LN
APPENDIX C: ANTI-COLLUSION AFFIDAVIT (notarized) & VENDOR DISCLOSURE	LN
APPENDIX D: BIDDER QUALIFICATIONS completed.	LN
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** — **DATE OF ISSUANCE** #1 — 11/5/2021	LN
Performance & Payment Bonds in an amount at least equal to the Total Unit Price Bid (only applicable wen required in this IFB document). ***(Due at Contract Signing)***	LN
Insurance Certificate, as required and as specified, naming the City of Bentonville as additionally insured. ***(Due at Contract signing)*** Bidder's should use the following address for the City of Bentonville: City of Bentonville, Arkansas 305 SW A Street Bentonville, Arkansas 72712	LN

Proposer shall submit the name of any subcontractors proposed, and the subcontractor's State Contractor's License Number (if applicable).

Subcontractor Name	Subcontractor State Contractor's License (if applicable)	Work to be Performed	Answer Y/N Subcontractor's portion exceeds $50,000.00.
Milestone Construction Company, LLC	0156050422	Site prep, Fencing, Concrete Erection of Metal Shelters	Y
Moark Plumbing	MP6593	Plumbing	N
Frank Shannum Landscape Design, Inc	0004160422	Stone Work	Y
Custom Lawn Care LLC	0249610522	Dirtwork, Irrigation	N

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Arkansas

County of Madison

I Sam R. Hollis of lawful age, being first duly sworn, on oath says that:

1.(s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature: [redacted] Title: PRESIDENT

Subscribed and [redacted] day of November, 20 21

Notary Public: [redacted] My commission expires: 09/28/2030

ERIN METCALF
Notary Public-Arkansas
Madison County
My Commission Expires 09-28-2030
Commission # 12711998

SUBCONTRACTOR DISCLOSURE

Pursuant to Arkansas State Law, subcontractors who submit proposals in excess of $50,000.00 must have a valid, current Arkansas State Contractor's License.

a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars ($50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
    1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
    2. Plumbing;
    3. Electrical, indicative of wiring and illuminating fixtures; and

b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.

2. The prime contractor shall place the names of each subcontractor in a blank space to be provided below. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named herein by the prime contractor awarded a contract under the provision of this act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

[Continued on the following page]

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)
City of Bentonville, Arkansas
117 W. Central Ave.
Bentonville, AR 72712
BOND AMOUNT: $ Five Percent of Bid Amount----(5%)

PROJECT:
(Name, location or address, and Project number, if any)
Orchards Park Improvements: Dog Park & Playground

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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Init.

/

Signed and sealed this 9th day of November - 2021

[redacted]

[redacted]

Miles [redacted]
(Co[redacted]) (Seal)
PRES.
(Ti[redacted])

Travelers Casualty and Surety Company of America
(Surety) (Seal)
[redacted]
(Title) Pamela R. Hays, Attorney-in-Fact

Init.

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2

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Pamela K Hays** of **NORTH LITTLE ROCK**, **Arkansas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

By: [redacted]
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

[redacted]
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **November**, **2021**.

[redacted]
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sterling Seacrest Partners, Inc
P O Box 16445
Little Rock AR 72231

CONTACT NAME: Susan Washington
PHONE (A/C, No, Ext): (501) 478-2965 FAX (A/C, No): (501) 251-1200
E-MAIL ADDRESS: swashington@sspins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Mutual Insurance Co	23396
INSURER B: Atlantic Specialty Ins Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Milestone Construction Co., LLC
2002 South 48th Street
Springdale AR 72762

COVERAGES **CERTIFICATE NUMBER:** 20-21 All Lines **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 [X] Blanket Contractual Liability [X] XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CPP20262171702	12/01/2020	12/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA20262141702	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	CU20336521702	12/01/2020	12/01/2021	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC20262351702	12/01/2020	12/01/2021	[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
B	Blanket Builder's Risk			7900210100004	12/01/2020	12/01/2021	Limit Per Jobsite Deductible Wind/Hail Deductible	10,000,000 $2,500 5,000

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

PRoject: Orchards Park Improvements: Dog Park and Playground

The following applies when required in written contract or agreement: Certificate holder and owner are included as additional insureds on a primary and non-contributory basis with respect to General Liability (including completed operations), Auto Liability. Waiver of subrogation is provided on General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER
City of Bentonville
117 W Central Ave
Bentonville AR 72712

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

AUTHORIZED REPRESENTATIVE [redacted]

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Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Parks and Recreation Department**
Submitted by	**Wade Tomlinson**
Phone	**(479) 271-3392**

Item Type: (*Check Applicable Item Type)*

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

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

Budget adjustment requested by Parks and Recreation Staff to fund the full construction of the Orchards Park dog park and playground surroundings at Orchards Park and to provide a contingency balance for the project bid IFB 21-57- RE-BID.

Estimated Cost	**$60,000**
Is this Item Budgeted?	☑ Yes ☐ No

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

Project funded using the Bentonville Parks and Recreation Impact Fees.

Budget Adjustment Request

Date of City Council Meeting	**12/14/2021**
Department	**Parks and Recreation Department**
Submitted by	**Wade Tomlinson, Parks Planner**
Phone	**(479) 271-3392**

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

This budget adjustment request is to fund the construction of the dog park and playground surroundings at Orchards Park and to provide a contengency balance for the project bid IFB 21-57-RE-BID.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105030	**47390**	**Other Capital**		**$ 60,000.00**
105030	**39192**	**Use of Impact and Capacity Fees**	**$60,000.00**	
		Totals	**$ 60,000.00**	**$ 60,000.00**
		Net Impact on Fund Balance	**$**	**-**

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

Memo

To:	City Council, Mayor Orman
From:	Wade Tomlinson, Parks Planner
Thru:	David Wright, Parks and Recreation Director
Date:	December 14, 2021
Re:	Budget Adjustment for IFB 21-57-RE-BID Orchards Park Dog Park and Playground

---

Parks and Recreation Staff is requesting a budget adjustment fund the construction of the dog park and playground surroundings at Orchards Park and to provide a contingency balance for the project bid IFB 21-57-RE-BID.

The open space master plan calls for playground improvements at Orchards Park the same plan also calls for three additional dog parks across the City. The construction of the dog park at Orchards satisfies the need for one of the new dog parks.

On November 9th the Bids were opened for the project. The accepted low bid was $533,417.50. The Parks and Recreation Department will pay for the improvement using a 500K grant from the Walton Family Foundation.

This budget adjustment of 60K will fund the $33,417.50 to fund the bid price. The additional $26,582.50 will remain cover any contingency. Contingency that is not used will be returned to the park development fees account.

If you have any questions regarding this item, please let me know. Please call me at 271-3392 or email wtomlinson@bentonvillear.com.

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Parks and Recreation Department**
Submitted by	**Wade Tomlinson**
Phone	**(479) 271-3392**

Item Type: (*Check Applicable Item Type)*

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

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

Budget adjustment requested by Parks and Recreation Staff in the amount of $255,768.00 to fund the purchase of equipment, materials and services that will be used for the establishment of a new playground at Orchard Park.

Estimated Cost	**$255,786**
Is this Item Budgeted?	☑ Yes ☐ No

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

Project funded using the Bentonville Parks and Recreation Departments Park Development Fees.

Budget Adjustment Request

Date of City Council Meeting	**12/14/2021**
Department	**Parks and Recreation Department**
Submitted by	**Wade Tomlinson**
Phone	**(479) 271-3392**

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

This budget adjustment is needed to fund the purchase of playground materials, equipment and installation at Orchards Park. Total cost of playground is $335,768, utilizing the funds allocated with this budget adjustment plus $80,000 in the 2021 Operational Budget.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105030	47390	Other Capital		$ 255,768.00
105030	39192	Park Impact Fees	$255,768.00	
		Totals	$ 255,768.00	$ 255,768.00
		Net Impact on Fund Balance	$	-

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

Memo

To:	City Council, Mayor Orman
From:	Wade Tomlinson, Parks Planner
Thru:	David Wright, Parks and Recreation Director
Date:	December 14, 2021
Re:	Budget Adjustment to fund the Orchards Park Playground and Installation

---

Parks and Recreation staff is requesting City Council's approval of a budget adjustment in the amount of $255,768.00 to fund the purchase of materials and services that will be used for the establishment of a new playground at Orchard Park. The total price for the playground is $335,768. The 2021 Budget included $80,000 for the project. The difference of $255,768 allows us to construct the entire dog park / playground project.

The parks and recreation open space master plan calls for playground improvements at Orchards Park. With the help from a grant from the Walton Family Foundation, the playground border, walkways and gathering areas, site furniture and drinking fountain will be included in the Orchards Park Dog Park and Playground Project (a separate but integral project).

The Parks and Recreation Department will need to pay for the equipment, surfacing and its installation using a budget adjustment to our Capital Account which will be reimbursed using Bentonville Parks and Recreation Park Impact Fees.

If you have any questions regarding this item, please let me know. Please call me at 271-3392 or email wtomlinson@bentonvillear.com.

landscape structures

playground adventures

ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:
LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.
763-972-3391 800-328-0035
Fax: 763-972-3185

Quote

DATE November 2, 2021

NASPO ValuePoint SUPPLIER PARTNER

CONTACT: Wade Tomlinson, PLA, MBA
ORGANIZATION Bentonville Parks
EMAIL: wtomlinson@bentonvillear.com
PHONE: 479.271.3392
FAX:

SHIP TO: **1100 NE John Deshields Blvd, Bentonville, AR 72712**

BILL TO: **Invoice will be emailed to email address above unless another email address or mailing address is provided**

Items and pricing below according to:
Arkansas Contract Tracking Number (SP-17-0086)
Landscape Structures Contract #6484
AASIS Agreement 4600039860 - Landscape Structures, Inc.

Destination Bentonville, AR 72712

PO or 50% down with Net 30
TERMS (Subject To Credit Approval By ACS)

12-16 Weeks
SHIPPING TIME

Equipment Pricing Good for 30 days
All Other Pricing Good for 30 Days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
	Project Name: Orchards Park					
					-	$ -
					-	$ -
1	CUST20-30	Custom Playground Solution: LSI Nature Inspired Playbooster with		250,000.00	-	$ 250,000.00
		Freestanding Structures. See attached for full scope of work.			-	$ -
					-	$ -
1	CUST20-10	Custom Playground Solution: Material Surcharge		30,000.00	-	$ 30,000.00
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
					-	$ -
1	Special Discount	NASPO Value Pointe Agreement 6484		(15,000.00)	-	$ (15,000.00)
		Arkansas Contract Tracking Number (SP-17-0086)			-	$ -
					-	$ -
					-	$ -
					-	$ -
1	Discount	NASPO Value Pointe Agreement 6484		(20,000.00)	-	$ (20,000.00)
		Arkansas Contract Tracking Number (SP-17-0086)			-	$ -
					-	$ -
					-	$ -

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY ACS PLAYGROUND ADV.

ALL ORDERS ARE TAXABLE UNLESS A SALES TAX EXEMPTION IS PROVIDED. AGENT LETTER MUST ALSO BE PROVIDED WITH ACS PLAYGROUND ADVENTURES AS AUTHORIZED USER OF THE SALES TAX EXEMPTION. IF NO AGENT LETTER IS PROVIDED SALES TAX FOR MATERIALS MAY BE CHARGED BACK TO THE CUSTOMER.

ORDER ACCEPTANCE IS BASED ON SIGNED PRE-CONSTRUCTION FORM BY CUSTOMER

Total Weight		
SUBTOTAL MATERIAL		$ 245,000.00
INSTALLATION		$ 61,361.00
FREIGHT		$ 5,600.00
Sales Tax Rate 9.500%	Taxable	$ 23,807.00
TOTAL		**$ 335,768.00**

ACCEPTED BY CUSTOMER DATE

Rob Green | 479-305-5050 | robg@acsplay.com
PRINT NAME

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landscape structures
Orchards Park Turf
1148420-01-06 • 06.22.2021
playground adventures
©2021 Landscape Structures. All Rights Rese

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Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Parks and Recreation Department**
Submitted by	**David Wright, Parks and Recreation Director**
Phone	**(479) 271-6813**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution for City Council approval authorizing the Mayor and Clerk enter into an amended GMP agreement with Flintco, in the amount of $7,353,275 for the construction of 28th Street Park.

Estimated Cost	**$7,353,275**
Is this Item Budgeted?	☐ Yes ☑ No

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

Project is paid for via Parks Impact Fees and a Grant from the Walton Family Foundation.

Memo

To: City Council, Mayor Orman

From: David Wright, Parks and Recreation Director

Date: December 3, 2021

Re: City Council approval of a resolution authorizing the Mayor and Clerk enter into an amended GMP agreement with Flintco for the construction of the 28th Street Park.

Parks and Recreation Staff requests City Council's approval of a resolution authorizing the Mayor and City Clerk enter into a Guaranteed Maximum Price Amendment to the existing professional services agreement with Flintco to provide construction management and general contractor services for the construction of the 28th Street Park. The GMP for the project is a "not to exceed" $7,353,275.

This park, once completed, will become one of the most innovative parks in our system. This facility will house Arkansas' first regulation cricket pitch, a destination playground, splash park and a dog park with lights. Support facilities include restrooms, water fountains, food truck parking and maintenance area. Additionally, the city's future master loop trail system will navigate directly through this park.

This park is being paid for from multiple methods. First, Parks Impact Fees will fund $5,953,275 of the total cost. An additional $1.4MM grant from the Walton Family Foundation will fund the balance of the park.

Parks Impact Fees:	$5,953,275
WFF Grant Award:	$1,400,000
Total Project:	$7,353,275

If approved, construction will begin shortly after the first of the year and should last 12 – 16 months. If you have any questions regarding this item, please email me at dwright@bentonvillear.com.

Attachments:

Bid Award
Amended Agreement with Flintco
Site Plans

UPDATED: 11/30/2021

Spreadsheet Report
Bentonville 28th St Park

Project Name: Bentonville 28th St Park

Estimator: Flintco Pre-Con Team

Group	Description	Total Amount
01100	BID PACKAGE #1B - GENERAL PACKAGE	$ 104,403
01100	BID PACKAGE #1D - SITE FURNISHINGS	$ 110,508
01200	BID PACKAGE #1C- FINAL CLEAN	$ 13,791
03100	BID PACKAGE #3A - CONCRETE (SITE)	$ 615,335
04000	BID PACKAGE #4A - MASONRY	$ 93,338
07000	BID PACKAGE #7A - WATERPROOFING	$ 11,746
09000	BID PACKAGE #9D - PAINT	$ 10,142
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11100	BID PACKAGE #11B - PLAYGROUND EQUIPMENT	$ 222,833
11300	BID PACKAGE #11C - SPORTS EQUIPMENT AND TURF	$ 66,844
13000	BID PACKAGE #13A - PREFAB PAVILION	$ 174,826
13100	BID PACKAGE #13B - PREFAB RESTROOM AND MAINTENANCE BLDGS	$ 524,732
22000	BID PACKAGE #22A - PLUMBING	$ 138,950
26000	BID PACKAGE #26A - ELECTRICAL	$ 476,028
31000	BID PACKAGE #31A - EARTHWORK, DEMOLITION, STORM DRAINAGE, UTILITIES	$ 1,678,080
32200	BID PACKAGE #32A - FENCES & GATES	$ 152,265
32300	BID PACKAGE #32B - LANDSCAPE AND IRRIGATION	$ 431,522
32400	BID PACKAGE #32C - ASPHALT PAVING	$ 177,764
32500	BUILDING PACKAGE #32D - PAVEMENT MARKINGS EXTERIOR SIGNAGE & WHEEL STOPS	$ 63,544
	ALLOWANCE: IMPORT SIFTED TOPSOIL	$ 25,000
	ALLOWANCE: TESTING	$ 20,000
	ALLOWANCE: PRICE ESCALATION PRIOR TO CITY COUNCIL APPROVAL	$ 50,000
	SUBTOTAL:	$ 6,000,106
	GC's & PR's	$ 434,876
	BONDS, INSURANCE, AND FEE:	$ 641,237
	CM CONTINGENCY:	$ 132,873
	OWNER CONTINGENCY:	$ 144,182
	GMP PKG SUBTOTAL:	$ 7,353,275
	PROJECT GRAND TOTAL:	**$ 7,353,275**

Delivering Constructive Solutions Since 1908 | www.flintco.com

Flintco, LLC
184 E. Fantinel Blvd.
Springdale, AR 72762

479-750-4565 | *Office*
479-750-4690 | *Fax*

December 8th, 2021

David Wright
Parks and Recreation Director
City of Bentonville
215 SW A St.
Bentonville, AR 72712

28th Street Park & Bright Road Extension GMP Proposal

Mr. Wright,

We appreciate the opportunity to work with the City of Bentonville on this project, and we look forward to getting underway. Flintco, LLC is pleased to present the attached proposal for the 28th Street Park project for a Guaranteed Maximum Price of $7,353,275 and the attached proposal for the Bright Road Extension project for a Guaranteed Maximum Price of $4,447,924.

Please let us know if you have any questions or comments on the attached proposal or provide written approval on the GMP amendment documents for each project.

Sincerely,

[redacted]

Caleb Posey, P.E.
Project Engineer

AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 8th day of December in the year 2021, is incorporated into the accompanying AIA Document A133™–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 5th day of August in the year 2020 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**

28th Street Park
SW 28th Street & SW Maple Road
Bentonville AR, 72712

THE OWNER:
(Name, legal status, and address)

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

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Flintco, LLC,
184 East Fantinel Blvd
Springdale, AR 72762

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seven Million, Three Hundred and Fifty Three Thousand, Two Hundred and Seventy Five and 00/100 Dollars ($ 7,353,275.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

Init. /

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User Notes: (2017675113)

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Reference Exhibit B – Itemized GMP dated December 1st, 2021

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 5.1.1 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

(Table deleted)
Reference Attached Exhibit F, 28th Street Park Value Engineering Accepted Alternates

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Add cricket practice facility	$132,150.00	

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

The unit prices below are direct costs from the subcontractor, and do not include construction manager bonds, insurances, or fees.

Item	Units and Limitations	Price per Unit ($0.00)
Undercut and on-site disposal of soil		$5.20/CY
On-site borrow of soil, install and compact		$7.40/CY
Undercut and off-site disposal of soil		$18.00/CY
Off-site procurement (import), install and compact soil		$19.00/CY
Scarify and recompact in-situ soil		$5.00/CY
Mass rock excavation/removal and on-site disposal		$150.00/CY
Rock excavation/removal in utility trenches and on-site disposal		$250.00/CY
Off-site disposal of excavated rock		$15.00/CY
Earthwork Labor Rate Journeyman		$65.00/MH
Earthwork Labor Rate Apprentice/Laborer		$55.00/MH
Earthwork Labor Rate Foreman/Superintendent		$80.00/MH
Earthwork Labor Rate Equipment Operator		$65.00/MH

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of execution of this Amendment.

(Paragraphs deleted)

Init. /

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§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] Not later than (425) calendar days from the date of commencement of the Work.

(Paragraph deleted)
(Table deleted)
(Paragraph deleted)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA Document A201-2007	28th Street Park & Bright Road General Conditions	August 5th, 2020	42

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Reference Exhibit D 28th Street Park Specifications Index

(Table deleted)

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Reference Exhibit E 28th Street Park Drawings Index

(Table deleted)
(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
Import Sifted Topsoil Allowance	$25,000.00
Materials Testing Allowance	$20,000.00
Price Escalation Prior to City Council Approval Allowance	$50,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

Referenced attached Exhibit C – Clarifications & Assumptions 28th Street Park

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This Amendment to the Agreement entered into as of the day and year first written above.

[redacted]

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Stephanie Orman, Mayor of Bentonville	Brent Farmer, Area Manager, Vice President
(Printed name and title)	*(Printed name and title)*

Init.

/

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(2017675113)

Additions and Deletions Report for
AIA® Document A133™ – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:02:22 ET on 12/08/2021.

PAGE 1

This Amendment dated the 8th day of December in the year ~~,~~2021, is incorporated into the accompanying AIA Document ~~A133™–2019,~~ A133™–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 5th day of August in the year 2020 (the "Agreement")

...

~~(Name and address or location)~~
28th Street Park
SW 28th Street & SW Maple Road
Bentonville AR, 72712

...

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

...

Flintco, LLC,
184 East Fantinel Blvd
Springdale, AR 72762

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Seven Million, Three Hundred and Fifty Three Thousand, Two Hundred and Seventy Five and 00/100 Dollars ($ 7,353,275.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Reference Exhibit B – Itemized GMP dated December 1st, 2021

§ A.1.1.3 The Construction Manager's Fee is set forth in Section ~~6.1.2~~ 5.1.1 of the Agreement.

...

~~Item~~ ~~Price~~

Reference Attached Exhibit F, 28th Street Park Value Engineering Accepted Alternates

...

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User Notes:

Add cricket practice facility	$132,150.00

...

The unit prices below are direct costs from the subcontractor, and do not include construction manager bonds, insurances, or fees.

...

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On-site borrow of soil, install and compact	$7.40/CY
Undercut and off-site disposal of soil	$18.00/CY
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Scarify and recompact in-situ soil	$5.00/CY
Mass rock excavation/removal and on-site disposal	$150.00/CY
Rock excavation/removal in utility trenches and on-site disposal	$250.00/CY
Off-site disposal of excavated rock	$15.00/CY
Earthwork Labor Rate Journeyman	$65.00/MH
Earthwork Labor Rate Apprentice/Laborer	$55.00/MH
Earthwork Labor Rate Foreman/Superintendent	$80.00/MH
Earthwork Labor Rate Equipment Operator	$65.00/MH

...

[~~]~~ [X] The date of execution of this Amendment.

~~[ ] Established as follows:~~
~~*(Insert a date or a means to determine the date of commencement of the Work.)*~~

~~If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.~~

[X] Not later than (425) calendar days from the date of commencement of the Work.

~~[ ] By the following date:~~

~~§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:~~

~~Portion of Work~~	~~Substantial Completion Date~~

~~§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.~~

...

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User Notes:

A201-2007	Road General Conditions

...

Reference Exhibit D 28th Street Park Specifications Index

~~Section~~	~~Title~~	~~Date~~	~~Pages~~

...

Reference Exhibit E 28th Street Park Drawings Index

~~Number~~	~~Title~~	~~Date~~

~~§ A.3.1.4 The Sustainability Plan, if any:~~
~~*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*~~

~~Title~~	~~Date~~	~~Pages~~

~~Other identifying information:~~

...

Import Sifted Topsoil Allowance	$25,000.00
Materials Testing Allowance	$20,000.00
Price Escalation Prior to City Council Approval Allowance	$50,000.00

...

Referenced attached Exhibit C – Clarifications & Assumptions 28th Street Park

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Stephanie Orman, Mayor of Bentonville *(Printed name and title)*	Brent Farmer, Area Manager, Vice President *(Printed name and title)*
~~**OWNER** *(Signature)*~~	~~**CONSTRUCTION MANAGER** *(Signature)*~~

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User Notes: (2017675113)

(Printed name and title) *(Printed name and title)*

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

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User Notes:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brent Farmer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:02:22 ET on 12/08/2021 under Order No. 2513164306 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

[redacted]

(Sig

VP, Area Manage

(Title)

12-08-21

(Dated)

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User Notes: (2017675113)

EXHIBIT "B"

28th Street Park

UPDATED: 12/1/2021

FLINTCO

Spreadsheet Report
Bentonville 28th St Park

Project Name: Bentonville 28th St Park

Estimator: Flintco Pre-Con Team

Group	Description	Total Amount
01100	BID PACKAGE #1B - GENERAL PACKAGE	$ 104,403
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11300	BID PACKAGE #11C - SPORTS EQUIPMENT AND TURF	$ 66,844
13000	BID PACKAGE #13A - PREFAB PAVILION	$ 174,826
13100	BID PACKAGE #13B - PREFAB RESTROOM AND MAINTENANCE BLDGS	$ 524,732
22000	BID PACKAGE #22A - PLUMBING	$ 138,950
26000	BID PACKAGE #26A - ELECTRICAL	$ 476,028
31000	BID PACKAGE #31A - EARTHWORK, DEMOLITION, STORM DRAINAGE, UTILITIES	$ 1,678,080
32200	BID PACKAGE #32A - FENCES & GATES	$ 152,265
32300	BID PACKAGE #32B - LANDSCAPE AND IRRIGATION	$ 431,522
32400	BID PACKAGE #32C - ASPHALT PAVING	$ 177,764
32500	BUILDING PACKAGE #32D - PAVEMENT MARKINGS EXTERIOR SIGNAGE & WHEEL STOPS	$ 63,544
	ALLOWANCE: IMPORT SIFTED TOPSOIL	$ 25,000
	ALLOWANCE: TESTING	$ 20,000
	ALLOWANCE: PRICE ESCALATION PRIOR TO CITY COUNCIL APPROVAL	$ 50,000
	SUBTOTAL:	$ 6,000,106
	GC's & PR's	$ 434,876
	BONDS, INSURANCE, AND FEE:	$ 641,237
	CM CONTINGENCY:	$ 132,873
	OWNER CONTINGENCY:	$ 144,182
	GMP PKG SUBTOTAL:	$ 7,353,275
	PROJECT GRAND TOTAL:	$ 7,353,275

FLINTCO

28th Street Park

EXHIBIT C

CLARIFICATIONS AND ASSUMPTIONS

Project Description

The 28th Street Park project includes construction of a 33 acre park with a splashpad, pavilion, playground, cricket field, cricket practice facility, prefabricated restroom building, prefabricated maintenance building, parking lot, bike trail, and associated site improvements. Site improvements include extensive grading, extensive stormwater improvements including a box culvert extension on bright road and new culvert below the bike trail, new public water line, and new sanitary sewer service to the prefabricated restroom building. The scope of all improvements is defined by the plans and specifications provided by Ecological Design Group, including revisions through ASI #1. Project documents are itemized in Exhibit D (Specifications) and E (Drawings).

Scope of Work

This proposal includes furnishing labor, material, equipment, tools, supervision, and services required to perform each stated items of work, and includes all insurance, general expenses, overhead and profit for the construction of the project, as defined in accordance with the plans and specifications provided by Ecological Design Group, including revisions through ASI #1. Project documents are itemized in Exhibit D (Drawings) and E (Specifications).

This proposal is based on revisions to products and specifications made during the value engineering process that are not shown on the construction documents. These changes are itemized in Exhibit F Accepted Value Engineering Revisions.

This proposal excludes all work and costs associated with the Bright Road Project. This proposal excludes all work and costs associated with building permit fees, site furnishings, water tapping fees, domestic water meter, and communications, low voltage, data, or fiber-optic improvements.

Design Criteria

Where possible, items and systems specified by these C&A's are defined and specific to material, finish and intended use. Where materials, finishes and/or quantities are not clearly defined, this proposal assumes the most practical and economical solution consistent with the design concepts and scope.

Where the word "allowance" appears, it shall mean that a fixed sum is included in the cost of the work for design, materials, equipment and/or labor specified. Allowances are identified with a specific dollar amount. Adjustment in the contract amount may be necessary if costs are less than or in excess of these allowances.

Materials Testing Allowance	$ 20,000.00
Material Cost Escalation Allowance	$ 50,000.00
Import Sifted Topsoil Allowance	$ 25,000.00

Prevailing Wage
Prevailing wage rates do not apply to this project and are not included. Certified Payroll is excluded.

Construction Access
Primary construction access to the site will be via airport road from the south, via the roadbed built for Bright Road. Additional construction entrances will be needed at 28th Street to the north and Greenhouse Road to the west. Access will be controlled with temporary chain link fence.

Owner Furnished Products
None

Division I – General Conditions

Schedule
The complete project schedule will be 14 months from the date of mobilization (commencement of the Construction Phase) to Substantial Completion/Temporary Certificate of Occupancy.

Code Requirements
We exclude any liability with regard to hazardous material abatement and removal or asbestos abatement and removal. In addition, we have assumed that the Architect/Engineer has incorporated into the bid documents all code requirements, ADA requirements, and has taken all seismic design into consideration.

Developer's Costs & Fees
The costs for any fees, assessments, developer's costs, easements or city municipality bonds are excluded. Impact fees for the water and sewer are excluded from this proposal. Sewer service connection fees are covered in this proposal. Water service connection fees and water meter are excluded from this proposal.

Temporary Facilities
This proposal includes the usage costs for temporary utilities. Temporary utilities for general usage/temporary office trailer will be billed to the construction manager, who will be reimbursed for them as part of the general conditions under the scope of this contract.

This proposal includes office trailer set-up at the project location and installation of temporary service lines as needed.

Bonds & Insurance
Subcontractor Default insurance is included. Performance and payment bond is included. General Liability, Builder's Risk and Workman's Compensation Insurance have been included. Any deductibles or claims associated with an incident caused by someone other than Flintco or a subcontractor of Flintco shall be paid for by the Owner. Insurance rates are as follows and will be applied to the Final GMP Amount, BUILDERS RISK 1.82%, SDI 1.50% (based on the total enrolled subcontract value), GL/WC 0.70%, and the P & P Bond 0.781%.

This proposal includes insurances coverages as required per Exhibit E, Owners Insurance Requirements, any additional coverages are excluded.

Permits
All impact fees, utility company fees or State Health Department Approval fees are excluded. ADEQ Permit by Others. Trade specific permits are included.

Division 1 – General

This proposal includes additional general services not included in the general conditions/project requirements to ensure the work is completed correctly and on schedule. These include construction surveying and staking, SWPPP Maintenance when the earthwork subcontractor is not on-site, site cleaning, miscellaneous rough carpentry, street sweeping to address track-out, traffic control when the earthwork/asphalt subcontractor is not on-site, quality control review, and temporary fire extinguishers.

Site furnishings listed on sheet C1.00 under the heading "materials schedule" have been included as an allowance, because products from alternate manufacturers and the required quantities are still being reviewed.

Division 2 – Demolition

This proposal includes the following demolition work:

- Demolition at 28th Street: remove strip of existing asphalt along south edge of 28th Street.
- Demolition of B-Stone Base Access Drive: remove B-stone access drive where the drive grading will be changed. Stockpile and replace the B-stone after grading is complete. Ensure access to the sanitary sewer.
- Demolition of existing trees: remove and dispose of existing trees where required per the construction drawings.

Division 3 – Concrete

This proposal includes all concrete work per the Contract Documents, including precast and cast-in-place storm-drainpipe and structures, slab on grade, sidewalks, curb & gutter, ribbon curb, concrete trails, and splashpad with apron.

Division 4 – Masonry
This proposal includes all masonry per the Contract Documents, including stone column raps and benches at the prefabricated pavilion, CMU dumpster enclosure, CMU and stone bench at the dog park, CMU and stone sign.

Division 5 – Metals

This proposal includes all miscellaneous steel per the Contract Documents, including bollards, AR-Dot guardrail, handrails, guardrails, and dumpster enclosure gate.

This proposal includes extruded poly-vinyl chloride (PVC) coated fence in-lieu-of all welded wire fence, which is a value engineering alternate accepted by the Owner and Engineer, which is not shown in the construction drawings. The included fencing is made of galvanized 9 gauge wire with a pvc coating of 0.015" – 0.025" .

Division 6 – Wood, Plastics, and Composites

This proposal only includes the wood, plastics, and composites required as a part of the prefabricated maintenance and restroom buildings.

Division 7 – Waterproofing and Roofing

This proposal includes all waterproofing and roofing as required for the prefabricated maintenance and restroom buildings. This proposal includes joints sealants at all concrete control joints and building joints.

Division 8 – Openings

This proposal includes all doors and windows as required for the prefabricated maintenance and restroom buildings.

Division 9 – Finishes

This proposal includes finishes as required for the prefabricated maintenance and restroom buildings. This proposal includes painting of all miscellaneous steel, including guardrails, bollards, and dumpster enclosure gate.

Division 10 – Specialties
This proposal includes specialties as required for the prefabricated maintenance and restroom buildings.

Division 11 - Equipment

This proposal includes playground equipment, splashpad play equipment, sports equipment, and splashpad mechanical equipment.

This proposal excludes the following cricket practice facility components; turf and turf striping, steel posts and footings, netting, lighting, and vinyl coated fence. Deleting the cricket practice facility is a value engineering alternate that was accepted by the owner and engineer, which is not shown in the construction drawings.

Division 12 – Furnishings

This proposal includes site furnishings.

This proposal includes single post pyramid cantilever shades with no quick disconnect in-lieu-of butterfly wings-up embedded single post shades from USA shade. This is a value engineering alternate that was accepted by the Owner and Engineer and differs from the construction drawings.

Division 13 – Special Construction

This proposal excludes special construction, as none are included in the construction drawings.

Division 14 – Conveying Systems

This proposal excludes all conveying systems, as none are included in the construction drawings.

Division 21 – Fire Suppression

This proposal excludes all fire suppression, as none is included in the construction drawings.

Division 22 – Plumbing

This proposal includes domestic water service line and connections to the drinking fountain, yard hydrant, prefabricated restroom building, and splashpad. This proposal includes sanitary sewer service line and connections to the prefabricated restroom building.

Division 23 – HVAC

This proposal includes electric heating units included in the prefabricated restroom building.

Division 26 – Electrical

This proposal includes power for parking lot lights, sports lighting, the prefabricated restroom building, and the prefabricated maintenance building. This proposal includes a delegated-design sports lighting system for the cricket fields.

This proposal includes aluminum feeders to electrical power panels in-lieu-of copper. This proposal excludes sports lighting for the cricket practice facility. These are value engineering alternates that were accepted by the Owner and Engineer and differ from the construction drawings.

Division 27 – Communications

This proposal excludes all communications work, as none is included in the construction drawings.

Division 28 – Electronic Safety and Security

This proposal excludes all electronic safety and security work, as none is included in the construction drawings.

Division 31 – Earthwork

All Rock excavation is excluded from this proposal. Rock is defined as any stone or boulders that cannot be removed with the use of a Caterpillar D-8 Dozer with single tooth ripper (mass grading), a Caterpillar 330B tracked excavator equipped with rock teeth (utility trenches) or equipment of similar power and capability.

This proposal includes all earthwork required in the construction drawings, including site clearing, stripping, stockpiling, and re-installing topsoil, general grading, and cutting and filling to subgrade and preparation of subgrade for buildings, slabs, and paving.

This proposal includes standard riprap in-lieu-of native creekstone, which is a value engineering alternate that was accepted by the Owner and Engineer and differs from the construction drawings.

The geotechnical report dated April 15, 2021 specifies that stratum II (tan and brown clay with chert seams) may be used for select fill. Test pits were also dug in the recommended borrow area and the testing results for the samples taken confirmed that those soils are suitable for either fill material below buildings and private paving surfaces or fill material below city streets. This proposal, and all of the scope of work listed below, is based on assumptions from this report and these test pits.

Using assumptions based on the geotechnical report and the test pit sample results, an allowance for undercut and replacement of soils below paving and building surfaces has been included. The allowance assumes a maximum of 9,500 CY of undercut and replacement will be needed based on the geotechnical report and test pit results. It was assumed 4,750 CY of the undercut and replacement can be completed using on-site borrow material at $12.60 per CY, and 4,750 CY will have to be completed using imported fill material at $37.00/CY. On-site borrow will be utilized to the fullest extent possible. Any undercut and import above the 9,500 CY allowance is excluded from the GMP. All undercut quantities will be measured by in-place cubic yardage as instructed and documented by the geotechnical engineer.

The following stipulations were used to specify which undercut and replacement material is included in the base bid and which undercut and replacement material will be paid for via the allowance:

1. Specified excavation and modification of sub grade for all building, paving, sidewalk, trail, curb and gutter, cricket field, and storm drainage areas as required by the soils report, the geotechnical engineer, and the construction documents (If not specified in the construction drawings, assume 6" of sub grade preparation beyond the surface, paving, or structure). Note: Suitable fill material is used to define soil that has been deemed suitable by the geotechnical engineer for fill below the surface or structure for which it is used.
    a) In cut areas:
        1) cut to the proposed subgrade per the contract documents (bottom of base course elevation or bottom of slab where no basecourse is required). Upon reaching subgrade, compact the native material per the specifications before notifying the geotechnical engineer that the area is ready for inspection and/or density tests and/or proof-rolling. This will be included in the base bid/contract.
        2) If the geotechnical engineer deems the native material unsuitable, either;
            a. scarify and recompact the native material,
            b. excavate and replace with borrowed suitable fill material from the site,
            c. or excavate and replace with imported suitable fill material, according to the replacement material, area, and depth required by the geotechnical engineer in his report.
        3) Any improvements below subgrade will be performed according to the replacement material, depth, and area required by the

geotechnical engineer in his report. These improvements will be paid for by the cubic yard at the unit prices agreed to below, via an allowance held by the construction manager. Cubic yards will be calculated using the area and depth indicated in the geotechnical report.

b) In fill areas:
   1) strip the top 6" of top-soil and compact the native material per the specifications before notifying the geotechnical engineer that the area is ready for inspection and/or density tests and/or proof-rolling.
   2) If the geotechnical engineer deems the native material unsuitable, either;
      a. scarify and recompact the native material,
      b. excavate and replace with borrowed suitable fill material from the site,
      c. or excavate and replace with imported suitable fill material
   3) Any improvements below 6" below the existing surface will performed according to the replacement material, depth, and area required by the geotechnical engineer in his report. These improvements will be paid for by the cubic yard at the unit prices agreed to below, via an allowance held by the construction manager. Cubic yards will be calculated using the area and depth indicated in the geotechnical report.
   4) All fill from 6" below the existing surface up to the proposed subgrade will be with suitable fill material and included in the base bid/contract.

2. Stripping, cutting, and filling to establish proposed grades in all other disturbed areas:
   1) 6" stripping and stockpiling of top-soil.
   2) Cut and fill to the appropriate grades per the construction drawings.
   3) Strip the top 1' off of the topsoil stockpile and dispose of it to remove any living weeds or weed seeds. Re-install and rough grade 6" of top soil across all disturbed areas. Remove any rocks larger than 4" in diameter. If additional topsoil is required, procure it off-site.

Division 32 – Exterior Improvements

This proposal includes all exterior improvements required in the construction drawings, including concrete and asphalt paving, artificial turf, seeding and sodding, landscaping, and segmental block retaining walls.

This proposal excludes the following cricket practice facility components; turf and turf striping, steel posts and footings, netting, and vinyl coated fence. Deleting the cricket practice facility is a value engineering alternate that was accepted by the owner and engineer, which is not shown in the construction drawings.

This proposal includes vinyl coated fence ILO welded wire fence, which is a value engineering alternate that was accepted by the owner and engineer, and differs from the construction drawings.

This proposal excludes 1 year of landscaping maintenance, which is a value engineering alternate that was accepted by the owner and engineer and differs from the contract specifications.

This proposal includes a more typically used planting bed mix ILO the designated planting mix required in specification 32 91 13, part 2.02.A, and on page L1.05 of the contract drawings, labeled "planting mix." This is a value engineering alternate that was accepted by the owner and engineer.

Division 33 - Utilities

This proposal includes all utilities required in the construction drawings, including public water line, storm drainpipes and storm drain structures.

General Clarifications and Assumptions:

This proposal assumes the budget values are not line item guarantees and all breakouts shown in this proposal are for accounting purposes only.

This proposal assumes that payments will be made on account of materials and equipment delivered and suitably stored at the site for subsequent use, and also for materials and equipment suitably stored off the site upon submission of insurance for the facility in which the items are being stored along photo documentation.

This proposal is based on the assumption that the design as indicated by the drawings and specifications meets all laws, ordinances, codes, rules, and regulations in effect. This proposal does not include any costs or expenses that arise out of any deficiency or error in the design.

This proposal assumes that RFIs and submittals will be returned in a timely manner in order to meet the Project Schedule, at a maximum review time of ten (10) working days.

This proposal assumes that all CAD files will be provided to Flintco and Flintco's subcontractors at no additional cost.

The proposal is based on the following Fixed Rates which will be used for progress billing and changes.

- Project Director: $135.00/hr.
- Sr. Project Manager: $116.00/hr.
- Project Manager: $94.00/hr.
- Assistant Project Manager: $76.00/hr.
- Project Engineer: $64.00/hr.
- OE / Document Coordinator: $64.00/hr.
- Sr. Superintendent: $108.00/hr.
- Superintendent: $94.00/hr.
- Assistant Superintendent: $81.00/hr.
- Safety Personnel: $76.00/hr.
- BIM Coordinator: $55.00/hr.
- Intern: $41.00/hr.

Laborer: $37.00/hr

28th St Park and Bright Road Extension

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28th Street Park

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00 09 00	Engineering Inspections and Observations	9/10/21	9/10/21	
00 10 00	Standard Specification Reference	9/10/21	9/10/21	
00 10 02	Endangered Species Act Compliance	9/10/21	9/10/21	
00 10 03	Stormwater Pollution Prevention Plan	9/10/21	9/10/21	
00 10 04	Arkansas Historic Preservation Program	9/10/21	9/10/21	
00 03 32	Geotechnical Data	9/10/21	9/10/21	
DIVISION 01 -General Requirements				
01 00 00	Summary	9/10/21	9/10/21	
01 30 00	Administrative Requirements	9/10/21	9/10/21	
01 33 00	Submittal Procedures	9/10/21	9/10/21	
01 40 00	Quality Requirements	9/10/21	9/10/21	
01 50 00	Temporary Facilites and Controls	9/10/21	9/10/21	
01 56 39	Temporary Tree and Plant Protection	9/10/21	9/10/21	
01 57 13	Temporary Erosion and Sediment Control	9/10/21	9/10/21	
01 60 00	Product Requirements	9/10/21	9/10/21	
01 70 00	Execution and Closeout Requirements	9/10/21	9/10/21	
01 78 00	Closeout Submittals	9/10/21	9/10/21	
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04 43 00	Stone Masonry	9/10/21	9/10/21	
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22 05 17	Sleeves and Sleeve Seals for Plumbing Piping	9/10/21	9/10/21	
22 05 18	Escutcheons for Plumbing Piping	9/10/21	9/10/21	
22 05 19	Meters and Gages for Plumbing Piping	9/10/21	9/10/21	
22 05 23	General Duty Valves for Plumbing Piping	9/10/21	9/10/21	
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	9/10/21	9/10/21	
22 05 33	Heat Tracing for Plumbing Piping	9/10/21	9/10/21	
22 05 48	Vibration Controls for Plumbing Piping and Equipment	9/10/21	9/10/21	
22 05 53	Identification for Plumbing Piping and Equipment	9/10/21	9/10/21	
22 07 19	Pumbing Piping Insulation	9/10/21	9/10/21	
22 11 16	Domestic Water Piping	9/10/21	9/10/21	
22 11 19	Domestic Water Piping Specialties	9/10/21	9/10/21	
22 13 16	Sanitary Waste and Vent Piping	9/10/21	9/10/21	
22 13 19	Sanitary Waste Piping Specialties	9/10/21	9/10/21	
22 41 00	Plumbing Fixtures	9/10/21	9/10/21	
DIVISION 23 - Heating, Ventilating, and Air Condition (HVAC)				
23 31 13	Metals Ducts	9/10/21	9/10/21	
23 34 23	HVAC Power Ventilators	9/10/21	9/10/21	
23 82 39	Wall and Ceiling Unit Heaters	9/10/21	9/10/21	
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26 05 19	Low-Voltage Electrical Power Conductors and Cables	9/10/21	9/10/21	
26 05 26	Grounding and Bonding for Electrical Systems	9/10/21	9/10/21	
26 05 29	Hangers and Supports for Electrical Systems	9/10/21	9/10/21	
26 05 33	Raceways and Boxes for Electrical Systems	9/10/21	9/10/21	
26 05 43	Underground Ducts and Raceways for Electrical Systems	9/10/21	9/10/21	
26 05 44	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	9/10/21	9/10/21	
26 05 55	Identification for Electrical Systems	9/10/21	9/10/21	
26 09 23	Lighting Control Devices	9/10/21	9/10/21	
26 24 16	Panelboards	9/10/21	9/10/21	

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26 28 16 Enclosed Switches and Circuit Breakers	9/10/21	9/10/21	
26 51 19 LED Interior Lighting	9/10/21	9/10/21	
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31 20 00 Earth Moving	9/10/21	9/10/21	
31 21 16 Trenching	9/10/21	9/10/21	
31 23 19 Dewatering	9/10/21	9/10/21	
31 50 00 Excavation Support and Protection	9/10/21	9/10/21	
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32 00 00 Reinforcing Steel	9/10/21	9/10/21	
32 05 23 Concrete for Exterior Improvements	9/10/21	9/10/21	
32 11 23 Aggregate Base Courts	9/10/21	9/10/21	
32 12 16 Asphalt Pavement	9/10/21	9/10/21	
32 13 13 Concrete Pavement	9/10/21	9/10/21	
32 13 73 Concrete Paving Joint Sealants	9/10/21	9/10/21	
32 16 13 Concrete Curb and Gutter	9/10/21	9/10/21	
32 17 13 Parking Bumpers	9/10/21	9/10/21	
32 17 23 Pavement Markings	9/10/21	9/10/21	
32 17 26 Tactile Warning Surfacing	9/10/21	9/10/21	
32 32 23 Segmental Retaining Wall			9/30/21
32 84 00 Landscape Irrigation Performance Specification	9/10/21	9/10/21	
32 91 13 Soil Preparation	9/10/21	9/10/21	
32 92 00 Turf Grasses	9/10/21	9/10/21	
32 93 00 Exterior Plants	9/10/21	9/10/21	
32 95 00 Artificial Turf Playground	9/10/21	9/10/21	
32 96 00 Artificial Turf Cricket Pitch	9/10/21	9/10/21	
Divison 33 - Utilities			
33 05 00 Common Work Results Utilities	9/10/21	9/10/21	
33 05 13 Manholes and Structures	9/10/21	9/10/21	
33 41 11 Storm Drainage	9/10/21	9/10/21	

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Exhibit E

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CIVIL	**Ecological Design Group, Inc.**						
C0.00	Cover Sheet	09/10/21	09/24/21				
C0.01	General Notes & Legends	09/10/21					
C0.10	Demolition & Tree Preservation Plan	09/10/21	09/24/21				
C0.11	Demolition & Tree Preservation Plan	09/10/21	09/24/21				
C0.12	Demolition & Tree Preservation Plan	09/10/21					
C0.13	Demolition & Tree Preservation Plan	09/10/21	09/24/21				
C1.00	Overall Site Plan	09/10/21					
C1.01	Site Plan	09/10/21	09/24/21				
C1.02	Site Plan	09/10/21	09/24/21				
C1.03	Site Plan	09/10/21	09/24/21				
C1.04	Site Plan	09/10/21	09/24/21				
C2.01	Utility Plan	09/10/21	09/24/21		09/30/21		
C2.02	Utility Plan	09/10/21	09/24/21		09/30/21		10/20/21
C2.03	Utility Plan	09/10/21	09/24/21		09/30/21		10/20/21
C2.04	Utility Plan	09/10/21	09/24/21				
C2.10	Water Main Plan & Profile	09/10/21	09/24/21				10/20/21
C2.11	Water Main Plan & Profile	09/10/21	09/24/21				10/20/21
C2.12	Water Main Plan & Profile	09/10/21	09/24/21				10/20/21
C3.01	Grading & Drainage Plan	09/10/21		09/30/2021			
C3.02	Grading & Drainage Plan	09/10/21	09/24/21		09/30/21		
C3.03	Grading & Drainage Plan	09/10/21	09/24/21				
C3.04	Grading & Drainage Plan	09/10/21	09/24/21				
C3.05	Grading & Drainage Plan	09/10/21					
C4.01	Erosion Control Plan	09/10/21	09/24/21				
C4.02	Erosion Control Plan	09/10/21	09/24/21				
C4.03	Erosion Control Plan	09/10/21					
C4.04	Erosion Control Plan	09/10/21	09/24/21				
C4.05	Erosion Control Details	09/10/21					
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C5.03	Site Details	09/10/21					
C5.04	Site Details	09/10/21	09/24/21				
C5.05	Site Details	09/10/21	09/24/21	09/30/2021			

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Exhibit E

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C5.07	Site Details	09/10/21	09/24/21				
C5.08	Site Details	09/10/21	09/24/21				
C5.09	Site Details	09/10/21					
C5.10	Site Details	09/10/21					
C5.11	Site Details	09/10/21					
C5.12	Site Details	09/10/21					
C5.13	Site Details	09/10/21					
C5.14	Site Details	09/10/21					
C5.15	Site Details	09/10/21					
C5.16	Site Details	09/10/21					
C6.01	Trail Plan & Profile	09/10/21					10/20/21
C6.02	Trail Plan & Profile	09/10/21					
C6.03	Trail Plan & Profile	09/10/21					
C6.04	Trail Plan & Profile	09/10/21					
C6.05	Trail Plan & Profile	09/10/21					
C6.06	Trail Plan & Profile	09/10/21					10/20/21
C6.07	Trail Plan & Profile	09/10/21	09/24/21				10/20/21
C6.08	Trail Plan & Profile	09/10/21	09/24/21				10/20/21
C6.09	Trail Plan & Profile	09/10/21	09/24/21				
C6.10	Trail Plan & Profile	09/10/21					
C6.11	Trail Plan & Profile	09/10/21					
C6.12	Trail Plan & Profile	09/10/21					
C7.00	Signage and Pavement Marking Plan	09/10/21					
C7.01	Signage and Pavement Marking Plan	09/10/21					
C7.02	Signage and Pavement Marking Plan	09/10/21					
LANDSCAPE							
L1.00	Overall Landscape Plan	09/10/21					
L1.01	Landscape Plan	09/10/21	09/24/21				
L1.02	Landscape Plan	09/10/21	09/24/21				10/20/21
L1.03	Landscape Plan	09/10/21	09/24/21	09/30/21			10/20/21
L1.04	Landscape Plan	09/10/21	09/24/21				
L1.05	Landscape Notes & Details	09/10/21	09/24/21	09/30/21			10/20/21
IRRIGATION							
IR1.00	Overall Landscape Plan	09/10/21	09/24/21				
IR1.01	Landscape Plan	09/10/21					

28th Street Park

Table of Contents for Drawing Index

Exhibit E

Sheet Title		Date	Addenda 1	Addenda 2	Addenda 3	BID SET	ASI 1
ELECTRICAL							
E1.0	Electrical Notes & Legend	09/10/21					
E1.1	Electrical Site Plan	09/10/21					
E1.2	Electrical Site Details	09/10/21					
E1.3	Electrical Schedules and Riser	09/10/21					
MECHANICAL							
M1.0	Mechanical Legend, Notes, Schedules, Details, and HVAC Plan	09/10/21					
PLUMBING							
P1.0	Plumbing Legened, Notes, Schedules and Details	09/10/21					
P2.0	Plumbing Plans	09/10/21					
SUPPLEMENTAL SHEETS							
SHEET E1	BEUD Electrical Layout	09/10/21		09/27/21			10/08/21
SHEET 1	City of Bentonville Park Signage	09/10/21					
SHEET 1	City of Bentonville Park Plaque	09/10/21					
SHEET 1 OF 4	Existing Survey	09/10/21					
SHEET 2 OF 4	Existing Survey	09/10/21					
SHEET 3 OF 4	Existing Survey	09/10/21					
SHEET 4 OF 4	Existing Survey	09/10/21					
SHEET 1 OF 2	Water / Sewer Details	09/10/21					
SHEET 2 OF 2	Water / Sewer Details	09/10/21					
SHEET 1 OF 2	Water Details	09/10/21					
SHEET 2 OF 2	Water Details	09/10/21					

28th St Park

Exhibit F

Value Engineering Accepted Alternates

Item	Price
Simpler cantilever shades ILO butterfly shades w/o quick release	($98,855.00)
Regular riprap ILO native Creekstone	($35,000.00)
Vinyl Coated ILO Welded Wire	($100,000.00)
Omit Cricket Practice Area (Turf, posts, netting, fencing, lighting)	($132,150.00)
Delete Landscape 1 year maintenance	($50,000.00)
Typical planting mix ILO specified planting bed mix	($30,000.00)
Aluminum feeders from L1 to L2,L3, and Musco	($7,700.00)
Webcoat trash receptacle ILO Dumor, Webcoat Bike Rack ILO Huntco, Webcoat Dog Waste Station ILO Zero Waste	($10,000.00)

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RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GUARNATEED MAXIMUM PRICE (GMP) AMENDMENT WITH FLINTCO, LLC OF BENTONVILLE, ARKANSAS, FOR CONSTRUCTION MANAGEMENT AND GENERAL CONTRACTOR SERVICES FOR THE 28TH STREET PARK; AND FOR OTHER PURPOSES.

WHEREAS, once completed, the 28th Street Park will become one of Bentonville's most innovative facilities, housing Arkansas' first regulation cricket pitch, a destination playground, splash park, and an evening lit dog park;

WHEREAS, the City has an existing professional services agreement with Flintco, LLC of Bentonville, Arkansas and this amendment extends that agreement to allow construction management and general contractor services for the 28th Street Park; and

WHEREAS, the cost for said park is being funded by Parks Impact Fees and a Walton Family Foundation Grant Award.

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

Section 1: The Mayor and City Clerk are authorized to enter into a Guaranteed Maximum Price (GMP) Amendment, to the existing professional services agreement, with Flintco, LLC. for construction management and general contractor services for the 28th Street Park;

Section 2: The GMP for this project shall not exceed seven million three hundred fifty-three thousand two hundred seventy-five dollars ($7,353,275.00);

Section 3: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Parks and Recreation Department**
Submitted by	**David Wright, Parks and Recreation Director**
Phone	**(479) 271-6813**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution for City Council approval authorizing the Mayor and Clerk enter into a grant agreement for an amended GMP agreement with Flintco, in the amount of $7,353,275.00 for the construction of 28th Street Park.

Estimated Cost	**$7,353,275**
Is this Item Budgeted?	☐ Yes ☑ No

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

Project is paid for via Parks Impact Fees and a Grant from the Walton Family Foundation.

Memo

To: City Council, Mayor Orman

From: David Wright, Parks and Recreation Director

Date: December 3, 2021

Re: City Council approval of a resolution authorizing the Mayor and Clerk enter into an agreement with the Walton Family Foundation to accept a grant in the amount of $1,420,000 to assist with the construction of the 28th Street Park project.

Parks and Recreation Staff request Council's approval of a grant valued at $1,420,000 to assist with the construction cost for the 28th Street Park. While the foundation's interest is in the entire park and quality of life it will provide for residents of SW Bentonville, the value of the grant was based from the cost of the trail running from 28th Street to SW Featherston Road.

As you can see in the performance measures attached to the grant, our goal is to increase accessibility and ridership to the park and schools in the areas. In the future, this trail will provide access as far south as the Community Center and as far north as the 8th Street Gateway Park and Coler Mountain Bike Preserve.

Included in this grant is $20,000 for the purchase of three (3) trail counters we utilize in our system to track trail usage. During the course of the year, we will purchase these three (3) counters and install once the trail is completed. This will allow us to track ridership as soon as the project is completed. It also helps the Walton Family Foundation track the benefits of their grant and allows them to justify future grants for these types of projects. We are certain the trail numbers in this part of town, especially once we being connecting this new trail, will show a high usage.

If you have any questions regarding this item, please email me at dbirge@bentonvillear.com.

Attachments:

Grant Agreement with Walton Family Foundation

November 23, 2021

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

RE: Grant 00106348

Dear Stephanie,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve K-12 education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of $1,420,000.00 to assist with construct of the 28th Street Park project in southwest Bentonville. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Caryl M. Stern
Executive Director

Grant Agreement

November 23, 2021

Grant 00106348

The Walton Family Foundation, Inc. (“Foundation” or “WFF”) has approved a grant in the amount of $1,420,000.00 to the City of Bentonville (“The City” or “Grantee”). The project term will be November 19, 2021 to June 01, 2024. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to assist with construction of the 28th Street Park project in southwest Bentonville. This grant is more fully described in Grantee's proposal dated October 25, 2021. Grantee agrees to use all grant funds exclusively for the grant’s purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: $1,420,000.00 USD**

   Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	$800,000.00	Signed grant agreement	January 2022
2	$620,000.00	Approval of progress report	January 10, 2023

3. **Payable:** Initial installment of $800,000.00 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.

   Further installments shall be contingent upon the Foundation’s approval of the Grantee’s activities of the grant as evidenced by the reports described in the Reporting and Evaluation paragraph below and other information the Foundation may gather.

4. **Accounting:**
   a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term “grant funds” includes the grant and any income earned thereon.
   b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee’s reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter (“Maintenance Period”). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee’s compliance with the terms of the grant).

Report Type	Report Date
Progress Report	November 01, 2022
Final Report	June 01, 2024

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00106348 on all communication.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
    a. Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
    b. In no event will Grantee use any grant funds:
        i. to carry on propaganda, or otherwise to attempt, to influence legislation;
        ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
        iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
    c. Grantee will comply with all applicable laws and regulations.
    d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
        i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
        ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.

7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
    a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;

b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
d. Grantee does not use funds for the purpose of this grant;
e. The Foundation is not satisfied with the progress of the activities funded by this grant as measured in the performance measures in Appendix A;
f. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
g. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
h. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
i. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.

10. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

    The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to

provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

11. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

12. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00106348 in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing is not completed by December 07, 2021 the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Caryl M. Stern
Executive Director

City of Bentonville

By:

Stephanie Orman
Mayor

Appendix A: City of Bentonville

Performance Measures

Goal: To construct 28th Street Park and Trails for residents and visitors of southwest Bentonville.			
Outputs And Outcomes			
Category	**Who will do what and how much?**	**By when?**	**Measured or evaluated by?**
Output	The grantee will select a qualified, experienced contractor through a public bid process to construct trails, streets, sports fields, and other park amenities designed for the 28th Street Park.	12/01/2021	Copy of contract
Output	At least 1.6 miles of bicycle and pedestrian infrastructure and all designed elements of the park will be completed.	08/01/2023	Construction closing documents and final reports
Output	The grantee will install electronic counters to establish a baseline number of users for the SW Bentonville Trail and Bright Road once constructed.	08/01/2023	Confirmation of installation. Monthly reporting on usage thereafter.
Output	The City will actively promote the new neighborhood connectors with targeted communications to residents in adjacent neighborhoods. At least three social media posts on City media platforms will be coordinated with completion and/or events promoting usage of the park and active transportation facilities.	06/01/2024	Program records
Outcome	Bike ridership to schools within 1/2 mile will increase by 5% by the end of the first school year following completion of the park and trail infrastructure. Baseline determined by Fall 2021 data.	06/01/2024	Baseline and final reports on school bike ridership

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION TO RECEIVE ONE MILLION FOUR HUNDRED TWENTY THOUSAND DOLLARS ($1,420.000.00) TO FUND THE 28TH STREET PARK; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville will receive one million four hundred twenty thousand dollars ($1,420,000.00), from the Walton Family Foundation to be used for the 28th Street Park project; and

WHEREAS, there is no matching provision in this grant.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Walton Family Foundation in which the City will receive one million four hundred twenty thousand dollars ($1,420,000.00) in grant funds;

Section 2: These grant funds will be used for the 28th Street Park project;

Section 3: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Parks and Recreation Department**
Submitted by	**David Wright, Parks and Recreation Director**
Phone	**(479) 271-6813**

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 for City Council approval in the amount of $7,373,275.00, for the construction of 28th Street Park.

Estimated Cost	**$7,353,275**
Is this Item Budgeted?	☐ Yes ☑ No

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

Project is paid for via Parks Impact Fees and a Grant from the Walton Family Foundation.

Budget Adjustment Request

Date of City Council Meeting	**12/14/2021**
Department	**Parks and Recreation Department**
Submitted by	**Wade Tomlinson**
Phone	**(479) 271-3392**

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

This budget adjustment reallocates from from Parks and Recreation Impact and Capacity Fees Account to Capital Funds.

General Ledger Account Information*

Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	47390	Other Capital		$ 7,353,275.00
105030	47390	Other Capital		$ 20,000.00
105030	39192	Park Impact Fees	$ 5,953,275.00	
105030	33810	Local Grants	$ 1,420,000.00	
		Totals	$ 7,373,275.00	$ 7,373,275.00
		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	**12/14/2021**
Department	**Transportation**
Submitted by	**Dennis Birge, Transportation Director**
Phone	**(479) 271-6813**

Item Type: (*Check Applicable Item Type)*

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

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

City Council's approval of a resolution authorizing the Mayor and Clerk enter into an amended GMP agreement with Flintco, in the amount of $4,447,924 for the construction of the SW Bright Road extension from SW Regional Airport Road to SW 28th Street.

Estimated Cost	**$4,447,924**
Is this Item Budgeted?	☑ Yes ☐ No

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

Bond Funds.

Memo

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: December 3, 2021

Re: City Council approval of a resolution authorizing the Mayor and Clerk enter into an amended GMP agreement with Flintco for the construction of the SW Bright Road Extension.

City Staff requests City Council's approval of a resolution authorizing the Mayor and City Clerk enter into a Guaranteed Maximum Price Amendment to the existing professional services agreement with Flintco to provide construction management and general contractor services for the construction SW Bright Road. The GMP for the project is a "not to exceed" $4,447,924.

This section of street, being constructed in conjuction with Parks and Recreation's 28th Street Park, will extend Bright Road north beyond SW Airport Road to SW 28th Street. This connection should improve the connection between SW 14th Street and SW Bright Road, and providing a great amount of relief to SW Featherston and SW Maple. The project includes 2,700 LF of road construction, a traffic signal on SW Airport Road, a roundabout, and a sidepath trail.

The project was published onto a website at brightroadproject.com. The response from the public was overwhelmingly positive in favor of the connection and design. This project is being paid from bond funds.

If approved, construction will begin shortly after the first of the year and should last 8 – 12 months. If you have any questions regarding this item, please email me at dbirge@bentonvillear.com.

Attachments:

Bid Award
Amended Agreement with Flintco
Site Plans

UPDATED: 11/30/2021

Spreadsheet Report
Bentonville BRIGHT RD EXTENSION

Project Name: Bentonville BRIGHT RD EXTENSION

Estimator: Flintco Pre-Con Team

Group	Description	Total Amount
01100	BID PACKAGE #1B - GENERAL PACKAGE	$ 35,000
01200	BID PACKAGE #1C- FINAL CLEAN	$ 3,160
03100	BID PACKAGE #3A - CONCRETE (SITE)	$ 459,325
03100	BID PACKAGE #7A WATERPROOFING DAMPPROOFING JOINT SEALANTS	$ 9,102
11300	BID PACKAGE #11T - TRAFFIC SIGNALIZATION	$ 161,561
26000	BID PACKAGE #26A - ELECTRICAL	$ 82,000
31000	BID PACKAGE #31A - EARTHWORK, DEMOLITION, STORM DRAINATE, UTILITIES	$ 1,545,716
32200	BID PACKAGE #32A - FENCES & GATES	$ -
32300	BID PACKAGE #32B - LANDSCAPE AND IRRIGATION	$ 621,130
32400	BID PACKAGE #32C - ASPHALT PAVING	$ 468,087
32500	BUILDING PACKAGE #32D - PAVEMENT MARKINGS EXTERIOR SIGNAGE & WHEEL	$ 120,917
	ALLOWANCE: TOPSOIL	$ 15,000
	ALLOWANCE: TESTING	$ 20,000
	SUBTOTAL:	$ 3,540,999
	GC's & PR's	$ 352,897
	BONDS, INSURANCE, AND FEE:	$ 386,440
	CM CONTINGENCY:	$ 80,374
	OWNER CONTINGENCY:	$ 87,214
	GMP PKG SUBTOTAL:	$ 4,447,924
	PROJECT GRAND TOTAL:	**$ 4,447,924**

Flintco, LLC
184 E. Fantinel Blvd.
Springdale, AR 72762

479-750-4565 | *Office*
479-750-4690 | *Fax*

December 8th, 2021

David Wright
Parks and Recreation Director
City of Bentonville
215 SW A St.
Bentonville, AR 72712

28th Street Park & Bright Road Extension GMP Proposal

Mr. Wright,

We appreciate the opportunity to work with the City of Bentonville on this project, and we look forward to getting underway. Flintco, LLC is pleased to present the attached proposal for the 28th Street Park project for a Guaranteed Maximum Price of $7,353,275 and the attached proposal for the Bright Road Extension project for a Guaranteed Maximum Price of $4,447,924.

Please let us know if you have any questions or comments on the attached proposal or provide written approval on the GMP amendment documents for each project.

Sincerely,

[redacted]

Caleb Posey, P.E.
Project Engineer

AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 8th day of December in the year 2021, is incorporated into the accompanying AIA Document A133™–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 5th day of August in the year 2020 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**

Bright Road Extension
SW 28th Street & SW Maple Road
Bentonville, AR 72712

THE OWNER:
(Name, legal status, and address)

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

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Flintco, LLC,
184 East Fantinel Blvd
Springdale, AR 72762

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four Million, Four Hundred and Forty Seven Thousand, Nine Hundred and Twenty Four and 00/100 Dollars ($ 4,447,924.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

Init.
/

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§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Reference Exhibit B – Itemized GMP dated December 1st, 2021

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 5.1.1 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

(Table deleted)
Reference Attached Exhibit F, Bright Road Value Engineering Accepted Alternates

(Table deleted)
(Paragraphs deleted)
§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

The unit prices below are direct costs from the subcontractor, and do not include construction manager bonds, insurances, or fees.

Item	Units and Limitations	Price per Unit ($0.00)
Undercut and on-site disposal of soil		$5.20/CY
On-site borrow of soil, install and compact		$7.40/CY
Undercut and off-site disposal of soil		$18.00/CY
Off-site procurement (import), install and compact soil		$19.00/CY
Scarify and recompact in-situ soil		$5.00/CY
Mass rock excavation/removal and on-site disposal		$150.00/CY
Rock excavation/removal in utility trenches and on-site disposal		$250.00/CY
Off-site disposal of excavated rock		$15.00/CY
Earthwork Labor Rate Journeyman		$65.00/MH
Earthwork Labor Rate Apprentice/Laborer		$55.00/MH
Earthwork Labor Rate Foreman/Superintendent		$80.00/MH
Earthwork Labor Rate Equipment Operator		$65.00/MH

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[
(Paragraphs deleted)
X] The date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

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§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than (425) calendar days from the date of commencement of the Work.

(Paragraph deleted)
(Table deleted)
(Paragraph deleted)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA Document A201-2007	28th Street Park & Bright Road General Conditions	August 5th, 2020	42

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Reference Exhibit D 28th Bright Road Specifications Index
(Table deleted)

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Reference Exhibit E Bright Road Drawings Index
(Table deleted)
(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Import Sifted Topsoil Allowance	$15,000.00
Materials Testing Allowance	$20,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Referenced attached Exhibit C – Clarifications & Assumptions Bright Road

This Amendment to the Agreement entered into as of the day and [redacted]

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Stephanie Orman, Mayor of Bentonville	Brent Farmer, Area Manager, Vice President
(Printed name and title)	*(Printed name and title)*

Init. /

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Additions and Deletions Report for
AIA® Document A133™ – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:02:17 ET on 12/08/2021.

PAGE 1

This Amendment dated the 8th day of December in the year ~~,~~2021, is incorporated into the accompanying AIA Document ~~A133™–2019,~~ A133™–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 5th day of August in the year 2020 (the "Agreement")

...

~~(Name and address or location)~~
Bright Road Extension
SW 28th Street & SW Maple Road
Bentonville, AR 72712

...

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

...

Flintco, LLC,
184 East Fantinel Blvd
Springdale, AR 72762

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Four Million, Four Hundred and Forty Seven Thousand, Nine Hundred and Twenty Four and 00/100 Dollars ($ 4,447,924.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Reference Exhibit B – Itemized GMP dated December 1st, 2021

§ A.1.1.3 The Construction Manager's Fee is set forth in Section ~~6.1.2~~ 5.1.1 of the Agreement.

...

~~Item~~ ~~Price~~

Reference Attached Exhibit F, Bright Road Value Engineering Accepted Alternates

~~§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.~~
~~*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*~~

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~~Item~~ ~~Price~~ ~~Conditions for Acceptance~~

...

The unit prices below are direct costs from the subcontractor, and do not include construction manager bonds, insurances, or fees.

...

Undercut and on-site disposal of soil	$5.20/CY
On-site borrow of soil, install and compact	$7.40/CY
Undercut and off-site disposal of soil	$18.00/CY
Off-site procurement (import), install and compact soil	$19.00/CY
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Off-site disposal of excavated rock	$15.00/CY
Earthwork Labor Rate Journeyman	$65.00/MH
Earthwork Labor Rate Apprentice/Laborer	$55.00/MH
Earthwork Labor Rate Foreman/Superintendent	$80.00/MH
Earthwork Labor Rate Equipment Operator	$65.00/MH

...

~~[ ] The date of execution of this Amendment.~~

~~[ ] Established as follows:~~
~~*(Insert a date or a means to determine the date of commencement of the Work.)*~~

~~If a date of commencement of the Work is not selected, then the date of commencement shall be the~~ X] The date of execution of this Amendment.

PAGE 3

[X] Not later than (425) calendar days from the date of commencement of the Work.
~~[ ] By the following date:~~

~~§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:~~

~~Portion of Work~~ ~~Substantial Completion Date~~

~~§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.~~

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...

AIA Document A201-2007	28th Street Park & Bright Road General Conditions	August 5th, 2020	42

...

Reference Exhibit D 28th Bright Road Specifications Index

~~Section~~	~~Title~~	~~Date~~	~~Pages~~

...

Reference Exhibit E Bright Road Drawings Index

~~Number~~	~~Title~~	~~Date~~

~~§ A.3.1.4 The Sustainability Plan, if any:~~
~~*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*~~

~~Title~~	~~Date~~	~~Pages~~

~~Other identifying information:~~

...

Import Sifted Topsoil Allowance	$15,000.00
Materials Testing Allowance	$20,000.00

...

Referenced attached Exhibit C – Clarifications & Assumptions Bright Road

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Stephanie Orman, Mayor of Bentonville	Brent Farmer, Area Manager, Vice President
(Printed name and title)	*(Printed name and title)*
~~**OWNER** *(Signature)*~~	~~**CONSTRUCTION MANAGER** *(Signature)*~~

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(Printed name and title) *(Printed name and title)*

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brent Farmer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:02:17 ET on 12/08/2021 under Order No. 2513164306 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

[redacted]

(Signed)

VP, Area Manager

(Title)

12-08-21

(Dated)

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EXHIBIT "B"

Bright Road Extension

UPDATED: 12/1/2021

FLINTCO

Spreadsheet Report
Bentonville BRIGHT RD EXTENSION

Project Name: Bentonville BRIGHT RD EXTENSION

Estimator: Flintco Pre-Con Team

Group	Description	Total Amount
01100	BID PACKAGE #1B - GENERAL PACKAGE	$ 35,000
01200	BID PACKAGE #1C- FINAL CLEAN	$ 3,160
03100	BID PACKAGE #3A - CONCRETE (SITE)	$ 459,325
03100	BID PACKAGE #7A WATERPROOFING DAMPPROOFING JOINT SEALANTS	$ 9,102
11300	BID PACKAGE #11T - TRAFFIC SIGNALIZATION	$ 161,561
26000	BID PACKAGE #26A - ELECTRICAL	$ 82,000
31000	BID PACKAGE #31A - EARTHWORK, DEMOLITION, STORM DRAINATE, UTILITIES	$ 1,545,716
32200	BID PACKAGE #32A - FENCES & GATES	$ -
32300	BID PACKAGE #32B - LANDSCAPE AND IRRIGATION	$ 621,130
32400	BID PACKAGE #32C - ASPHALT PAVING	$ 468,087
32500	BUILDING PACKAGE #32D - PAVEMENT MARKINGS EXTERIOR SIGNAGE & WHEEI	$ 120,917
	ALLOWANCE: TOPSOIL	$ 15,000
	ALLOWANCE: TESTING	$ 20,000
	SUBTOTAL:	$ 3,540,999
	GC's & PR's	$ 352,897
	BONDS, INSURANCE, AND FEE:	$ 386,440
	CM CONTINGENCY:	$ 80,374
	OWNER CONTINGENCY:	$ 87,214
	GMP PKG SUBTOTAL:	$ 4,447,924
	PROJECT GRAND TOTAL:	$ 4,447,924

FLINTCO

Bright Road

EXHIBIT C

CLARIFICATIONS AND ASSUMPTIONS

Project Description

The Bright Road project includes construction of 2,650lf of public street including extensive storm drain improvements, concrete curb & gutter, sidewalk, concrete trails, roundabout with stamped concrete, electrical power for streetlights, and landscaping.

Scope of Work

This proposal includes furnishing labor, material, equipment, tools, supervision, and services required to perform each stated items of work, and includes all insurance, general expenses, overhead and profit for the construction of the project, as defined in accordance with the plans and specifications provided by Ecological Design Group, including revisions through ASI #1. Project documents are itemized in Exhibit D (Specifications) and E (Drawings).

This proposal is based on revisions to products and specifications made during the value engineering process that are not shown on the construction documents. These changes are itemized in Exhibit F Accepted Value Engineering Revisions.

This proposal excludes all work and costs associated with the 28th Street Park Project. This proposal excludes all work and costs associated with building permit fees, site furnishings, water tapping fees, domestic water meter, and communications, low voltage, data, or fiber-optic improvements.

Design Criteria

Where possible, items and systems specified by these C&A's are defined and specific to material, finish and intended use. Where materials, finishes and/or quantities are not clearly defined, this proposal assumes the most practical and economical solution consistent with the design concepts and scope.

Where the word "allowance" appears, it shall mean that a fixed sum is included in the cost of the work for design, materials, equipment and/or labor specified. Allowances are identified with a specific dollar amount. Adjustment in the contract amount may be necessary if costs are less than or in excess of these allowances.

Materials Testing Allowance	$ 20,000.00
Import Sifted Topsoil Allowance	$ 15,000.00

Prevailing Wage

Prevailing wage rates do not apply to this project and are not included. Certified Payroll is excluded.

Construction Access

Primary construction access to the site will be via airport road from the south, via the roadbed built for Bright Road.

Owner Furnished Products

None

Division I – General Conditions

Schedule
The complete project schedule will be 14 months from the date of mobilization (commencement of the Construction Phase) to Substantial Completion/Temporary Certificate of Occupancy.

Code Requirements
We exclude any liability with regard to hazardous material abatement and removal or asbestos abatement and removal. In addition, we have assumed that the Architect/Engineer has incorporated into the bid documents all code requirements, ADA requirements, and has taken all seismic design into consideration.

Developer's Costs & Fees
The costs for any fees, assessments, developer's costs, easements or city municipality bonds are excluded. Impact fees for the water and sewer are excluded from this proposal. Sewer service connection fees are covered in this proposal. Water service connection fees and water meter are excluded from this proposal.

Temporary Facilities
This proposal includes the usage costs for temporary utilities. Temporary utilities for general usage/temporary office trailer will be billed to the construction manager, who will be reimbursed for them as part of the general conditions under the scope of this contract.

This proposal includes office trailer set-up at the project location and installation of temporary service lines as needed.

Bonds & Insurance
Subcontractor Default insurance is included. Performance and Payment bond is included. General Liability, Builder's Risk and Workman's Compensation Insurance has been included. Any deductibles or claims associated with an incident caused by someone other than Flintco or a subcontractor of Flintco shall be paid for by the Owner. Insurance rates are as follows and will be applied to the Final GMP Amount, BUILDERS RISK 1.82%, SDI 1.50% (based on the total enrolled subcontract value), GL/WC 0.70%, and the P & P Bond 0.781%.

This proposal includes insurances coverages as required per Exhibit E, Owners Insurance Requirements, any additional coverages are excluded.

Permits
All impact fees, utility company fees or State Health Department Approval fees are excluded. ADEQ Permit by Others. Trade specific permits are included.

Division 1 – General Package

This proposal includes additional general services not included in the general conditions/project requirements to ensure the work is completed correctly and on schedule. These include construction surveying and staking, SWPPP Maintenance when the earthwork subcontractor is not on-site, site cleaning, miscellaneous rough

carpentry, street sweeping to address track-out, traffic control when the earthwork/asphalt subcontractor is not on-site, quality control review, and temporary fire extinguishers.

Division 2 – Demolition

This proposal includes the following demolition work:

- Demolition at Maple Road: demolition of asphalt paving, sidewalk and curb and gutter at the north end of Maple Road.
- Demolition at Airport Road: demolition of asphalt paving, sidewalk, and curb and gutter at the junction of the proposed Bright Road and Airport Road.
- Demolition and disposal of rubble near the proposed Bright Road.

Division 3 – Concrete

This proposal includes all concrete work per the Contract Documents, including precast and cast-in-place storm-drainpipe and structures, slab on grade, sidewalks, curb & gutter, ribbon curb, and concrete trails.

Division 4 – Masonry
This proposal excludes all masonry as none were required per the construction drawings.

Division 5 – Metals

This proposal includes all miscellaneous steel per the Contract Documents, including culvert guardrails.

Division 6 – Wood, Plastics, and Composites

This proposal excludes all wood, plastics, and composites, as none were required per the construction drawings.

Division 7 – Waterproofing and Roofing

This proposal includes joints sealants at all concrete control joints.

Division 8 – Openings

This proposal excludes all doors and windows, as none were required per the construction drawings.

Division 9 – Finishes

This proposal includes painting of all miscellaneous steel, including culvert guardrails.

Division 10 – Specialties

None

Division 11 - Equipment

None

Division 12 – Furnishings

None.

Division 13 – Special Construction

This proposal excludes special construction, as none are included in the construction drawings.

Division 14 – Conveying Systems

This proposal excludes all conveying systems, as none are included in the construction drawings.

Division 21 – Fire Suppression

This proposal excludes all fire suppression, as none is included in the construction drawings.

Division 22 – Plumbing

This proposal excludes all plumbing, as none is included in the construction drawings.

Division 23 – HVAC

Division 26 – Electrical

This proposal includes power requirements per the Bentonville Electrical Utility Drawings.

Division 27 – Communications

This proposal excludes all communications work, as none is included in the construction drawings.

Division 28 – Electronic Safety and Security

This proposal excludes all electronic safety and security work, as none is included in the construction drawings.

Division 31 – Earthwork

All Rock excavation is excluded from this proposal. Rock is defined as any stone or boulders that cannot be removed with the use of a Caterpillar D-8 Dozer with single tooth ripper (mass grading), a Caterpillar 330B tracked excavator equipped with rock teeth (utility trenches) or equipment of similar power and capability.

This proposal includes all earthwork required in the construction drawings, including site clearing, stripping, stockpiling, and re-installing topsoil, general grading, and cutting and filling to subgrade and preparation of subgrade for sidewalks, trails and paving.

This proposal includes standard riprap in-lieu-of native creekstone, which is a value engineering alternate that was accepted by the Owner and Engineer and differs from the construction drawings.

The geotechnical report dated April 15, 2021 specifies that stratum II (tan and brown clay with chert seams) may be used for select fill. Test pits were also dug in the recommended borrow area and the testing results for the samples taken confirmed that those soils are adequate for either fill material below buildings and private paving surfaces or fill material below city streets. This proposal, and all of the scope of work listed below, is based on assumptions from this report and these test pits.

Using assumptions based on the geotechnical report and the test pit sample results, an allowance for undercut and replacement of soils below paving and building surfaces has been included. The allowance assumes a maximum of 12,500 CY of undercut and replacement will be needed based on the geotechnical report and test pit results. It was assumed 6,250 CY of the undercut and replacement can be completed using on-site borrow material at $12.60 per CY, and 6,250CY will have to be completed using imported fill material at $37.00/CY. On-site borrow will be utilized to the fullest extent possible. Any undercut and import above the 12,500 CY allowance is excluded from the GMP. All undercut quantities will be measured by in-place cubic yardage as instructed and documented by the geotechnical engineer.

The following stipulations were used to specify which undercut and replacement material is included in the base bid and which undercut and replacement material will be paid for via the allowance:

1. Specified excavation and modification of sub grade for all building, paving, sidewalk, trail, curb and gutter, cricket field, and storm drainage areas as required by the soils report, the geotechnical engineer, and the construction documents (If not specified in the construction drawings, assume 6" of sub grade preparation beyond the surface, paving, or structure). Note: Suitable fill material is used to define soil that has been deemed suitable by the geotechnical engineer for fill below the surface or structure for which it is used.
   a) In cut areas:
      1) cut to the proposed subgrade per the contract documents (bottom of base course elevation or bottom of slab where no basecourse is required). Upon reaching subgrade, compact the native material per the specifications before notifying the geotechnical engineer that the area is ready for inspection and/or density tests and/or proof-rolling. This will be included in the base bid/contract.
      2) If the geotechnical engineer deems the native material unsuitable, either;
         a. scarify and recompact the native material,
         b. excavate and replace with borrowed suitable fill material from the site,
         c. or excavate and replace with imported suitable fill material, according to the replacement material, area, and depth required by the geotechnical engineer in his report.
      3) Any improvements below subgrade will be performed according to the replacement material, depth, and area required by the

geotechnical engineer in his report. These improvements will be paid for by the cubic yard at the unit prices agreed to below, via an allowance held by the construction manager. Cubic yards will be calculated using the area and depth indicated in the geotechnical report.

b) In fill areas:
   1) strip the top 6" of top-soil and compact the native material per the specifications before notifying the geotechnical engineer that the area is ready for inspection and/or density tests and/or proof-rolling.
   2) If the geotechnical engineer deems the native material unsuitable, either;
      a. scarify and recompact the native material,
      b. excavate and replace with borrowed suitable fill material from the site,
      c. or excavate and replace with imported suitable fill material
   3) Any improvements below 6" below the existing surface will performed according to the replacement material, depth, and area required by the geotechnical engineer in his report. These improvements will be paid for by the cubic yard at the unit prices agreed to below, via an allowance held by the construction manager. Cubic yards will be calculated using the area and depth indicated in the geotechnical report.
   4) All fill from 6" below the existing surface up to the proposed subgrade will be with suitable fill material and included in the base bid/contract.

2. Stripping, cutting, and filling to establish proposed grades in all other disturbed areas:
   1) 6" stripping and stockpiling of top-soil.
   2) Cut and fill to the appropriate grades per the construction drawings.
   3) Strip the top 1' off of the topsoil stockpile and dispose of it to remove any living weeds or weed seeds. Re-install and rough grade 6" of top soil across all disturbed areas. Remove any rocks larger than 4" in diameter. If additional topsoil is required, procure it off-site.

Division 32 – Exterior Improvements

This proposal includes all exterior improvements required in the construction drawings, including concrete and asphalt paving, artificial turf, seeding and sodding, landscaping, and segmental block retaining walls.

This proposal excludes 1 year of landscaping maintenance, which is a value engineering alternate that was accepted by the owner and engineer and differs from the contract specifications.

This proposal includes a more typically used planting bed mix ILO the designated planting mix required in specification 32 91 13, part 2.02.A, and on page L1.05 of the contract drawings, labeled "planting mix." This is a value engineering alternate that was accepted by the owner and engineer.

Division 33 - Utilities

This proposal includes all utilities required in the construction drawings, including public water line, storm drainpipes and storm drain structures.

General Clarifications and Assumptions:

This proposal assumes the budget values are not line item guarantees and all breakouts shown in this proposal are for accounting purposes only.

This proposal assumes that payments will be made on account of materials and equipment delivered and suitably stored at the site for subsequent use, and also for materials and equipment suitably stored off the site upon submission of insurance for the facility in which the items are being stored along photo documentation.

This proposal is based on the assumption that the design as indicated by the drawings and specifications meets all laws, ordinances, codes, rules, and regulations in effect. This proposal does not include any costs or expenses that arise out of any deficiency or error in the design.

This proposal assumes that RFIs and submittals will be returned in a timely manner in order to meet the Project Schedule, at a maximum review time of ten (10) working days.

This proposal assumes that all CAD files will be provided to Flintco and Flintco's subcontractors at no additional cost.

This proposal is based on the following Fixed Rates which will be used for progress billing and changes.

- Project Director: $127.00/hr.
- Sr. Project Manager: $116.00/hr.
- Project Manager: $92.00/hr.
- Assistant Project Manager: $76.00/hr.
- Project Engineer: $61.00/hr.
- OE / Document Coordinator: $64.00/hr.
- Sr. Superintendent: $108.00/hr.
- Superintendent: $83.00/hr.
- Assistant Superintendent: $81.00/hr.
- Safety Personnel: $71.00/hr.
- BIM Coordinator: $55.00/hr.
- Intern: $41.00/hr.
- Laborer: $37.00/hr

28th St Park and Bright Road Extension

Exhibit D

Table of Contents for Specification Index

Bright Road Extension

SECTION		100% CD	Addenda 1	Addenda 2
DIVISION 00 - Procurement and Contracting Requirements				
00 01 10	Table of Contents	9/10/21	9/10/21	
00 09 00	Engineering Inspections and Observations	9/10/21	9/10/21	
00 10 00	Standard Specification Reference	9/10/21	9/10/21	
00 10 02	Endangered Species Act Compliance	9/10/21	9/10/21	
00 10 03	Stormwater Pollution Prevention Plan	9/10/21	9/10/21	
00 10 04	Arkansas Historic Preservation Program	9/10/21	9/10/21	
00 03 32	Geotechnical Data	9/10/21	9/10/21	
DIVISION 01 -General Requirements				
01 00 00	Summary	9/10/21	9/10/21	
01 30 00	Administrative Requirements	9/10/21	9/10/21	
01 33 00	Submittal Procedures	9/10/21	9/10/21	
01 40 00	Quality Requirements	9/10/21	9/10/21	
01 50 00	Temporary Facilites and Controls	9/10/21	9/10/21	
01 56 39	Temporary Tree and Plant Protection	9/10/21	9/10/21	
01 57 13	Temporary Erosion and Sediment Control	9/10/21	9/10/21	
01 60 00	Product Requirements	9/10/21	9/10/21	
01 70 00	Execution and Closeout Requirements	9/10/21	9/10/21	
01 78 00	Closeout Submittals	9/10/21	9/10/21	
DIVISION 02 - Existing Conditions				
02 41 19	Demolition	9/10/21	9/10/21	
DIVISION 04 - Masonry				
04 22 00	Concrete Unit Masonry	9/10/21	9/10/21	
04 43 00	Stone Masonry	9/10/21	9/10/21	
DIVISION 22 - Plumbing				
22 05 17	Sleeves and Sleeve Seals for Plumbing Piping	9/10/21	9/10/21	
22 05 18	Escutcheons for Plumbing Piping	9/10/21	9/10/21	
22 05 19	Meters and Gages for Plumbing Piping	9/10/21	9/10/21	
22 05 23	General Duty Valves for Plumbing Piping	9/10/21	9/10/21	
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	9/10/21	9/10/21	
22 05 33	Heat Tracing for Plumbing Piping	9/10/21	9/10/21	
22 05 48	Vibration Controls for Plumbing Piping and Equipment	9/10/21	9/10/21	
22 05 53	Identification for Plumbing Piping and Equipment	9/10/21	9/10/21	
22 07 19	Pumbing Piping Insulation	9/10/21	9/10/21	
22 11 16	Domestic Water Piping	9/10/21	9/10/21	
22 11 19	Domestic Water Piping Specialties	9/10/21	9/10/21	
22 13 16	Sanitary Waste and Vent Piping	9/10/21	9/10/21	
22 13 19	Sanitary Waste Piping Specialties	9/10/21	9/10/21	
22 41 00	Plumbing Fixtures	9/10/21	9/10/21	
DIVISION 23 - Heating, Ventilating, and Air Condition (HVAC)				
23 31 13	Metals Ducts	9/10/21	9/10/21	
23 34 23	HVAC Power Ventilators	9/10/21	9/10/21	
23 82 39	Wall and Ceiling Unit Heaters	9/10/21	9/10/21	
Divison 26 - Electrical				
26 05 19	Low-Voltage Electrical Power Conductors and Cables	9/10/21	9/10/21	
26 05 26	Grounding and Bonding for Electrical Systems	9/10/21	9/10/21	
26 05 29	Hangers and Supports for Electrical Systems	9/10/21	9/10/21	
26 05 33	Raceways and Boxes for Electrical Systems	9/10/21	9/10/21	
26 05 43	Underground Ducts and Raceways for Electrical Systems	9/10/21	9/10/21	
26 05 44	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	9/10/21	9/10/21	
26 05 55	Identification for Electrical Systems	9/10/21	9/10/21	
26 09 23	Lighting Control Devices	9/10/21	9/10/21	
26 24 16	Panelboards	9/10/21	9/10/21	

28th St Park and Bright Road Extension

Exhibit D

Table of Contents for Specification Index

Bright Road Extension

SECTION	100% CD	Addenda 1	Addenda 2
26 27 13 Electricity Metering	9/10/21	9/10/21	
26 27 26 Wiring Devices	9/10/21	9/10/21	
26 28 16 Enclosed Switches and Circuit Breakers	9/10/21	9/10/21	
26 51 19 LED Interior Lighting	9/10/21	9/10/21	
26 56 19 LED Exterior Lighting	9/10/21	9/10/21	
Division 31 - Earthwork			
31 10 00 Site Clearing	9/10/21	9/10/21	
31 20 00 Earth Moving	9/10/21	9/10/21	
31 21 16 Trenching	9/10/21	9/10/21	
31 23 19 Dewatering	9/10/21	9/10/21	
31 50 00 Excavation Support and Protection	9/10/21	9/10/21	
Division 32 - Exterior Improvements			
32 00 00 Reinforcing Steel	9/10/21	9/10/21	
32 05 23 Concrete for Exterior Improvements	9/10/21	9/10/21	
32 11 23 Aggregate Base Courts	9/10/21	9/10/21	
32 12 16 Asphalt Pavement	9/10/21	9/10/21	
32 13 13 Concrete Pavement	9/10/21	9/10/21	
32 13 73 Concrete Paving Joint Sealants	9/10/21	9/10/21	
32 16 13 Concrete Curb and Gutter	9/10/21	9/10/21	
32 17 13 Parking Bumpers	9/10/21	9/10/21	
32 17 23 Pavement Markings	9/10/21	9/10/21	
32 17 26 Tactile Warning Surfacing	9/10/21	9/10/21	
32 32 23 Segmental Retaining Wall			9/30/21
32 84 00 Landscape Irrigation Performance Specification	9/10/21	9/10/21	
32 91 13 Soil Preparation	9/10/21	9/10/21	
32 92 00 Turf Grasses	9/10/21	9/10/21	
32 93 00 Exterior Plants	9/10/21	9/10/21	
32 95 00 Artificial Turf Playground	9/10/21	9/10/21	
32 96 00 Artificial Turf Cricket Pitch	9/10/21	9/10/21	
Divison 33 - Utilities			
33 05 00 Common Work Results Utilities	9/10/21	9/10/21	
33 05 13 Manholes and Structures	9/10/21	9/10/21	
33 41 11 Storm Drainage	9/10/21	9/10/21	

Exhibit E

Table of Contents for Drawing Index

Bright Road Extension

	Sheet Title	Date	Addenda 1	Addenda 2	Addenda 3	BID SET	ASI 1
CIVIL	Ecological Design Group, Inc.						
C0.00R	Cover Sheet	09/10/21	09/24/21				
C0.01R	General Notes & Legends	09/10/21					
C0.02R	Bright Road Overall Plan	09/10/21					
C0.10R	Bright Road Demolition Plan	09/10/21					
C0.11R	Bright Road Demolition Plan	09/10/21					
C0.12R	Bright Road Demolition Plan	09/10/21					
C0.13R	Bright Road Demolition Plan	09/10/21					
C0.14R	Bright Road Demolition Plan	09/10/21					
C0.20R	Bright Road Erosion Conrol Details	09/10/21					
C1.00R	Bright Road Site Plan	09/10/21	09/24/21				
C1.01R	Bright Road Site Plan	09/10/21	09/24/21				
C1.02R	Bright Road Site Plan	09/10/21	09/24/21				
C1.03R	Bright Road Site Plan	09/10/21	09/24/21				
C1.04R	Bright Road Site Plan	09/10/21	09/24/21				
C2.00R	Birght Road Utility Plan	09/10/21			09/30/21		10/20/21
C2.10R	Bright Road Water Main Plan & Profile	09/10/21	09/24/21				10/20/21
C3.00R	Bright Road Street Plan and Profile	09/10/21					
C3.01R	Bright Road Street Plan and Profile	09/10/21					
C3.02R	Bright Road Street Plan and Profile	09/10/21					
C3.03ER	C3.03R Plan Enlargement	09/10/21					
C3.03R	Bright Road Street Plan and Profile	09/10/21					
C3.04R	Bright Road Street Plan and Profile	09/10/21					
C3.10R	Bright Road Sections	09/10/21					
C3.11R	Bright Road Sections	09/10/21					
C3.12R	Bright Road Sections	09/10/21					
C3.13R	Bright Road Sections	09/10/21					
C3.14R	Bright Road Sections	09/10/21					
C3.15R	Bright Road Sections	09/10/21					
C4.00R	Bright Road Erosion Control Plan	09/10/21					
C4.01R	Bright Road Erosion Control Plan	09/10/21					
C4.02R	Bright Road Erosion Control Plan	09/10/21					
C4.03R	Bright Road Erosion Control Plan	09/10/21					
C4.04R	Bright Road Erosion Control Plan	09/10/21					
C4.05R	Bright Road Erosion Control Plan	09/10/21					

Exhibit E

Table of Contents for Drawing Index

Bright Road Extension

	Sheet Title	Date	Addenda 1	Addenda 2	Addenda 3	BID SET	ASI 1
C5.00R	Site Details	09/10/21					
C6.00R	Site Details	09/10/21					
C6.01R	Site Details	09/10/21					
C6.02R	Site Details	09/10/21	09/24/21				
C6.03R	Site Details	09/10/21					
C6.04R	Site Details	09/10/21					
C7.00R	Site Details	09/10/21					
C7.01R	Site Details	09/10/21					
C7.03R	Site Details	09/10/21					
C7.04R	Site Details	09/10/21					
C7.05R	Site Details	09/10/21					
LANDSCAPE							
L1.00R	Site Details	09/10/21					
L1.01R	Trail Plan & Profile	09/10/21					
L1.02R	Trail Plan & Profile	09/10/21					
L1.03R	Trail Plan & Profile	09/10/21					
L1.04R	Trail Plan & Profile	09/10/21					
L1.10R	Trail Plan & Profile	09/10/21					
IRRIGATION							
IR1.00R	Trail Plan & Profile	09/10/21					
IR1.01R	Trail Plan & Profile	09/10/21					
ELECTRICAL							
E1	Signage and Pavement Marking Plan	09/10/21		09/27/21			
E2	Signage and Pavement Marking Plan	09/10/21		09/27/21			
E3	Signage and Pavement Marking Plan	09/10/21		09/27/21			
TRAFFIC							
L1.00	Overall Landscape Plan	09/10/21	09/24/21				
L1.01	Landscape Plan	09/10/21	09/24/21				
L1.02	Landscape Plan	09/10/21	09/24/21				
L1.03	Landscape Plan	09/10/21	09/24/21				
L1.04	Landscape Plan	09/10/21	09/24/21				
L1.05	Landscape Notes & Details	09/10/21	09/24/21				
ARDOT							
IR1.00	Overall Landscape Plan	09/10/21	09/24/21				
IR1.01	Landscape Plan	09/10/21					

Exhibit E

Table of Contents for Drawing Index

Bright Road Extension

	Sheet Title	Date	Addenda 1	Addenda 2	Addenda 3	BID SET	ASI 1
ELECTRICAL							
E1.0	Electrical Notes & Legend	09/10/21					
E1.1	Electrical Site Plan	09/10/21					
E1.2	Electrical Site Details	09/10/21					
E1.3	Electrical Schedules and Riser	09/10/21					
SUPPLEMENTAL SHEETS							
SHEET E1	BEUD Electrical Layout	09/10/21		09/30/2021			10/20/21
SHEET 1	City of Bentonville Park Signage	09/10/21					
SHEET 1	City of Bentonville Park Plaque	09/10/21					
SHEET 1 OF 4	Existing Survey	09/10/21					
SHEET 2 OF 4	Existing Survey	09/10/21					
SHEET 3 OF 4	Existing Survey	09/10/21					
SHEET 4 OF 4	Existing Survey	09/10/21					
SHEET 1 OF 2	Water / Sewer Details	09/10/21	09/24/21				
SHEET 2 OF 2	Water / Sewer Details	09/10/21	09/24/21				
SHEET 1 OF 2	Water Details	09/10/21	09/24/21				
SHEET 2 OF 2	Water Details	09/10/21	09/24/21				

Bright Road Extension

Exhibit F

Value Engineering Accepted Alternates

Bright Road Extension

Item	Price
Delete Landscape 1 year maintenance	($30,000.00)
Use typical planting mix ILO specified planting mix	($50,000.00)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDED GUARANTEED MAXIMUM PRICE AGREEMENT WITH FLINTCO, LLC FOR SERVICES RELATED TO THE CONSTRUCTION OF THE SOUTHWEST BRIGHT ROAD EXTENSION.

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 Amended GMP Agreement with Flintco, LLC, to for services related to the construction of the S.W. Bright Road Extension, 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	**12/14/2021**
Department	**Administration**
Submitted by	
Phone	**479-271-5966**

Item Type: (*Check Applicable Item Type)*

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

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

City Administration recommends appointing Mayor Stephanie Orman as a City of Bentonville representative on the NWA Conservation Authority Board. This term begins January 1, 2022 and will expire on December 31, 2027. Mayor Orman will be replacing George Spence whose term expires December 31, 2021. Mr. Spence has served on the NACA board for approximately 18 years and is not seeking reappointment.

Estimated Cost	**$0.00**
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	**12/14/2021**
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):*

Approval of a budget adjustment in an amount up to $76,508.00 for Bentonville Public Library to accept and expend CARES Act (ARPA) grant funds, if awarded. The project will expand BPL's "remoteLocker" system at the Bentonville Community Center and on the veranda at the main library. Funds are also designated for improvement of the library's WIFI access. Purchases will only be made if funds are approved, and only up to the amount awarded, by the Arkansas Legislative Council (ALC) during a meeting that is scheduled for December 17, 2021. Purchases must be ordered by December 31, 2021. The funding is made possible by the CARES Act and administered by the Arkansas State Library.

Estimated Cost	**$76,508.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Budget adjustment to accept and spend grant funds totaling up to $76,508.

Budget Adjustment Request

Date of City Council Meeting	**12/14/2021**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

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

To accept and expend CARES Act grant funds for Bentonville Public Library, if approved and only up to the amount that is awarded, to purchase computer and capital equipment by December 31, 2021.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105050	**33110**	**Federal Grant / Other**	**$ 76,508.00**	**$ -**
105050	**42520**	**Computer Equipment**	**$ -**	**$ 5,000.00**
105050	**47520**	**Computer Equipment (Capital)**		**$ 71,508.00**
		Totals	**$ 76,508.00**	**$ 76,508.00**
		Net Impact on Fund Balance	**$**	**-**

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

Bentonville Public Library

Memorandum

TO: Bentonville City Council, Mayor Stephanie Orman

FROM: Hadi Dudley, Library Director

CC: Jake Harper, Finance Director; Gladys Shoemake, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney

SUBJECT: A Budget Adjustment for the Library to accept and spend certain grant funds, if awarded

DATE: December 11, 2021

Bentonville Public Library (BPL) seeks City Council approval of a budget adjustment up to the amount of $76,508 to accept and expend certain grant funds, if awarded.

Potential Projects:

- Expand BPL's "remoteLocker" system at the Bentonville Community Center and on the veranda at the main library.
- Improvement of the library's WIFI access.

These projects will expand the library's institutional capacity and respond to COVID-19 conditions.

IMPORTANT NOTE: *Purchases will only be made if funds are approved, and only up to the amount awarded. Purchases must be ordered by December 31, 2021.*

History and Timeline: In the last several months, the Arkansas State Library has led efforts for public library projects and grant opportunities related to federal funds. The agency has been communicative, proactive and responsive in its work on behalf of libraries.

- BPL submitted several projects with associated cost estimates on September 9, 2021 and November 8, 2021. Most projects were removed from consideration.
- BPL learned on December 9, 2021 that certain projects and funding may still be considered by the Arkansas Legislative Council (ALC) during a meeting that is scheduled for December 17, 2021. If our project is not fully funded, there is a possibility that a smaller amount may be approved, or the project could be removed from consideration.
- City Council approved BPL's purchase of two Bibliotheca remoteLocker systems on September 28, 2021. Initial units were purchased with grant funds; delivery is expected in the first quarter of 2022.
- Bibliotheca's remoteLocker system is modular for easy expansion and BPL staff expects high volume use at both locations. With the potential for an additional grant-funded investment, the opportunity to significantly benefit our community is within reach.

Funding Credit: The funding made possible by the CARES Act and administered by the Arkansas State Library.

If you have any questions regarding this item, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
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):*

Ordinance authorizing the mayor and the city clerk to purchase equipment from Bibliotheca to expand Bentonville Public Library's remoteLocker systems and waiving the requirement of competitive bidding.

Estimated Cost	**$71,508.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Budget adjustment submitted to City Council

Waiver of Bid Request

Date of City Council Meeting	**12/14/2021**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

Vendor	**Bibliotheca**
Total Cost	**$71,508.00**

Description of Purchase ***(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):***

Capital equipment to expand two (2) Bibliotheca remoteLocker systems that integrate with BPL's interior and exterior units. The specifications of equipment are subject to the amount awarded to the library not to exceed $71,508.00 (cost will include freight, software and applicable taxes).

Justification ***(Enter justification in space below):***

The remoteLocker system is a proprietary and sole source technology sold by Bibliotheca, which is BPL's RFID system provider of self-checks, security gates and staff terminals. The method for the unit to connect to the Library's integrated library system makes this product the most reasonable and successful option to consider, qualifying the remoteLocker purchase for a bid waiver.

Memorandum

TO: Bentonville City Council, Mayor Stephanie Orman
FROM: Hadi Dudley, Library Director
CC: Jake Harper, Finance Director; Gladys Shoemake, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney

SUBJECT: A Bid Waiver for the Library to Purchase remoteLockers from Bibliotheca
DATE: December 11, 2021

Bentonville Public Library (BPL) seeks City Council approval of an ordinance authorizing the mayor and the city clerk to expand Bentonville Public Library's remoteLocker systems through the purchase of technology from Bibliotheca and waiving the requirement of competitive bidding.

Purchase Restrictions:

- BPL will learn if our submitted project is fully funded, partially funded or not funded after a meeting scheduled for December 17, 2021.
- Purchases will only be made if funds are approved, and only up to the amount awarded.
- Purchases must be ordered by December 31, 2021.

Capital Equipment:

- The purchase will consist of capital equipment to expand two (2) Bibliotheca remoteLocker systems that integrate with BPL's interior and exterior units.
- The specifications of equipment are subject to the amount awarded to the library not to exceed $71,508.00.
- Cost will include freight, software and applicable taxes.

Sole Source:

The remoteLocker system is a proprietary and sole source technology sold by Bibliotheca, which is BPL's RFID system provider of self-checks, security gates and staff terminals.

The method for the unit to connect to the Library's integrated library system makes this product the most reasonable and successful option to consider, qualifying the remoteLocker for a bid waiver.

Funding Credit: The funding made possible by the CARES Act and administered by the Arkansas State Library.

If you have any questions regarding this item, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

September 2, 2021

Hadi Dudley, Director
Bentonville Public Library
405 S Main Street
Bentonville, AR 72712

RE: Bibliotheca Sole Source Letter

Dear Ms. Dudley:

This sole source letter is to confirm that Bibliotheca provides certain products that are unique to the library market, and as such, can only be acquired through Bibliotheca; namely the remoteLocker™ pick-up locker, selfCheck™ self-service kiosks with the quickConnect™ patron interface and libraryConnect™ central management software, which is designed and manufactured exclusively by Bibliotheca.

Bibliotheca products can only be supported and maintained by Bibliotheca technicians for optimal performance and durability. Furthermore, the costs associated with continuing to use Bibliotheca as your support and maintenance provider are significantly less, as Bibliotheca technicians would not require any additional training and would already have the required parts and tools.

We look forward to continuing to support Bentonville Public Library for all its current and future automation and technology goals.

Sincerely,

Mary Zilles

Mary K Zilles, VP of Business Development & Sales Administration
m.zilles@bibliotheca.com | 678-336-7980 X 310
3169 Holcomb Bridge Road, Suite 200
Norcross, GA 30071

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF CAPITAL EQUIPMENT TO EXPAND THE REMOTELOCKER SYSTEM FOR THE BENTONVILLE PUBLIC LIBRARY; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED SEVENTY-SIX THOUSAND FIVE HUNDRED EIGHT DOLLARS ($76,508.00), WITH BIBLIOTHECA FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library is eligible for a grant from the Arkansas State Library to receive up to seventy-six thousand five hundred eight dollars ($76,508.00) from the CARES Act;

WHEREAS, if the grant is approved, the Bentonville Public Library will use these funds to expand its remoteLocker system and enhance its WIFI capabilities;

WHEREAS, Bibliotheca is the only remoteLocker provider and servicer; therefore, bidding should be waived to allow for the timely purchase with grant funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Bibliotheca, for the purchase of capital equipment to expand the Bentonville Public Library's remoteLocker systems, in an amount not to exceed seventy-six thousand five hundred eight dollars ($76,508.00);

Section 2: This purchase will be made using CARES grant funds and if no funds are received, this matter will be brought back to City Council before further action is taken or any contract executed;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the capital equipment purchase to expand the remoteLocker systems;

Section 4: Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2021.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**12/14/2021**
Department	**Animal Services**
Submitted by	**Ali Worley, Animal Services Manager**
Phone	**479-254-2055**

Item Type: (*Check All That Apply)*

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

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

Budget adjustment accepting a donation from Kathryn Carr, in the amount of $10,000.00 for the new Bentonville Animals Services & Adoption Center. Mrs. Carr has chosen to sponsor the Stray Cat Room; this gift will be used to purchase equipment for that room.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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

Budget Adjustment Request

Date of City Council Meeting	**12/14/2021**
Department	**Animal Services**
Submitted by	**Ali Worley, Animal Services Department**
Phone	**(479) 254-2055**

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

Budget adjustment accepting a donation from Kathryn Carr, in the amount of $10,000, for the new Bentonville Animal Services & Adoption Center. Mrs. Carr has chosen to sponsor the Stray Cat Room; this gift will be used to purchase equipment for that room.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105060	37010	Miscellaneous Donation	$ 10,000.00	
105060	47410	Equipment		$ 10,000.00
		Totals	$ 10,000.00	$ 10,000.00
		Net Impact on Fund Balance	$	-

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

Memo

To:	City Council, Mayor Orman
From:	Ali Worley, Animal Services Manager David Wright, Parks and Recreation Director
Date:	December 14, 2021
Re:	Resolution authorizing the Mayor to accept a donation in the amount of $10,000 designated for the new Bentonville Animal Services Facility, from Kathryn Carr.

As you may recall, on July 13, 2021, City Council voted to approve a budget adjustment in the amount of $3,568,512 to fund the agreement with CR Crawford the construction of the Animal Services & Adoption Center.

On December 1, 2021, the City of Bentonville, in collaboration with CR Crawford and Hight Jackson Architects, held a Groundbreaking Ceremony for the new facility. We expect to begin construction in February 2022, with an opening in January 2023.

Recently, Mrs. Kathryn Carr has made a donation for our new facility. Mrs. Carr has chosen to sponsor the Stray Cat Room. This resolution is approving the gift of $10,000, and will be used to purchase equipment for this room.

If you have any questions regarding this item, please let me know. Please call me at 254-2055, or email aworley@bentonvillear.com.