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, May 24, 2022 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 May 24, 2022:**
https://us02web.zoom.us/webinar/register/WN_0jzEHvdLTOK8a6HFgoZG7w

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: May 10, 2022

AGENDA

1. Proclamation presented to recognize "National Drug Court Month" in Bentonville, Arkansas. **(Page 8)**

2. Planning:

2a. **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-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ22-0021) 704 NE A Street.**

(Pages 15-28)

The Planning Commission voted 6-0, recommending approval.

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

The 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.

The requested DN-2 zoning designation intends to allow for increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Medium Density Residential should be zoned either DN-2, RC-2, or PRD.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns, as there is existing DN-2 zoning in the immediate area.

2b. **Ordinance accepting a lot split of un-platted section land, creating new Lot 1 of Old Town Cleaners Addition, to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS21-0076) 308 N Walton Blvd.**

(Pages 30-33)

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

A lot split of un-platted section land, creating Lot 1 (+/- 0.687 Acres) of Old Town Cleaners Addition. The plat dedicates various utility and access easements.

2c. **Ordinance accepting a lot split of existing Lot 2, Harris/BDIC Industrial Park Subdivision creating new Lot 15 and Lot 16 of Harris/BDIC Industrial Park Subdivision, to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0021) Parcels: 01-08203-200, 01-08203-210.**

(Pages 34-37)

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

A lot split of existing Lot 2, Harris/BDIC Industrial Park Subdivision creating new Lot 15 (+/- 20.00 acres) and Lot 16 (+/- 55.01 acres) of Harris/BDIC Industrial

Park Subdivision. The plat dedicates various right-of-ways per the Master Street Plan requirements. The plat also dedicates various public utility easements within the subdivision.

2d(1). **Resolution amending the City of Bentonville future land use map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ22-0024) 404 SE G Street.**

(Pages 38-45)

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

The Future Land Use Plan currently depicts this property as Medium-Density Residential. These areas typically include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The 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

2d(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-3, Medium-High Density Multifamily Residential to DN-4, Downtown Mixed-Use Residential; and for other purposes (Project Number: RZ22-0024) 404 SE G Street.**

(Pages 38-47)

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

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

While the rezoning request is not consistent with the Future Land Use Plan of Medium Density Residential, the property directly across the street has had numerous uses from a coffee shop to vendor space, electronics shop, and now professional office space. There is a salvage/storage yard in the general area to the west at 701 SE 5th Street, apartments at 404 and 408 SE G Street, and higher density single-family to the north. It has transitioned from single-family to high-density residential due to its proximity to The Momentary and the commercial development.

2e. **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-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ22-0025) 401 SE C Street.**

(Pages 48-53)

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

The requested DN-2 zoning district allows for an increased single-family density through small lot widths where alleys and infrastructure support such development, and were small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

This request is consistent with the Future Land Use Plan, and is consistent with some of the surrounding zoning districts and development patterns located to the east.

2f. **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-1, Downtown Low-Density Residential; and for other purposes (Project Number: RZ22-0026) Parcel: 01-03249-000.**

(Pages 54-61)

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

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

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. The DN-1 district intends to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Low-Density Residential should be zoned either DN-1 or PRD.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns, as there are existing DN-1 zoning districts in the immediate area.

2g. **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-1, Downtown Low-Density Residential; and for other purposes (Project Number: RZ22-0027) 707 E Central Ave.**

(Pages 62-66)

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas typically include detached single-family residential

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

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. The DN-1 district intends to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Low-Density Residential should be zoned either DN-1 or PRD.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-1 zoning districts in the immediate area.

2h. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of PRD, Planned Residential Development to DN-1, Downtown Low-Density Residential; and for other purposes (Project Number: RZ22-0029) NW C Street.**

(Pages 67-75)

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

The Future Land Use Plan currently depicts this property as Medium Density Residential. These areas typically 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 include local amenities for residents, including neighborhood parks, places of worship, etc.

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). The DN-1 district intends to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This request is not consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Medium Density Residential should be zoned either DN-2, RC-2, or PRD, however, this request is for a less intense zoning district which is compatible with surrounding zoning. This rezoning request is compatible with surrounding land-use patterns in the immediate area and will not set a precedent contrary to the Future Land Use Plan. Staff recommends approval of the rezoning request.

2i. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of I-2, Heavy Industrial, R-3, Medium Density Residential, R-O, Residential Office, and C-2,**

General Commercial, to PUD, Planned Unit Development; and for other purposes (Project Number: PUD20-0002) 301 SE J Street.

(Pages 76-87)

The Planning Commission voted 6-0, recommending approval with Commissioner Haynie abstaining and Commissioner Binns absent.

An amendment is proposed to the previously approved Walmart Campus Planned Unit Development to add the North and South CUP, an electric substation, two additional surface parking lots, and Zone 2S to the PUD. Zone 2S includes a hotel and a welcome center for the campus.

2j. **Ordinance accepting a lot split of existing Lots 84, 85, 96, and parts of Lots 97, 99, and 100 of Original Town of Bentonville Subdivision creating new Lots 221, 222, 223, and 224 of Original Town of Bentonville Subdivision to the City of Bentonville, Arkansas; And for other purposes (Project Number: LS22-0020).**

(Pages 88-93)

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

A lot split of existing Lots 84, 85 & 96 and parts of Lots 97, 99 & 100 of Original Town of Bentonville Subdivision, creating Lots 221(+/- 0.102 acres), 222 (+/- 0.039 acres), 223 (+/- 0.044 acres) & 224 (+/- 0.191 acres) of Original Town of Bentonville Subdivision. This plat dedicates various right-of-way along S Main St. and W Central Ave. per the Master Street Plan requirements.

City of Bentonville Master Street Plan calls for 32.5 feet of right-of-way (ROW) on Main and Central, however, this cannot be achieved since 2.5 feet of the existing buildings would be within the ROW. The applicant will need to submit a waiver request from Section 1100.16 *Street Standards* (b) *Right of way dedication* to dedicate 30 feet of ROW along Main St. and Central Ave. as opposed to the 32.5 feet required by code.

3. Utility Board:

3a. Resolution recommending Bentonville City Council approve a motion to accept Bid Submission IFB-22-40 to Hill Electric, Inc. for the purchase of two (2) SD060 Generac Generators with TX301 transfer switches, full turn-key installation and start-up. This is a budgeted item, our department budgeted $65,000.00/gen set ($130,000.00), and the low bid arrived at $132,079.00 including shipping, taxes and install. We will use $2,079.00 from the same account to cover the unbudgeted amount. Utility Board Passed 5-0. **(Pages 94-181)**

3b. Resolution to award bid for 477 overhead wire to the lowest bidder as shown on the attached bid tabulation in the amount of $99,371.25 plus applicable taxes. Approved by Utility Board 5-0. **(Pages 182-185)**

3c. Ordinance waiving the requirements for competitive bidding and entering into an agreement with Stuart Irby Company for 750 underground wire in the amount of $79,758.00 plus applicable taxes. Approved by Utility Board 5-0.

(Pages 186-191)

3d. Resolution requesting approval of a budget adjustment in the amount of $3,281.00 to cover costs above budget amount associated with a 5500 Cab and Chassis and dump bed. The 2022 budget amount for the truck and dump bed was $70,000. The truck was approved for purchase by City Council on April 12, 2022 for

$61,775.00. Staff received three bids on the dump bed with the lowest coming in at $11,506.00. This bid made our total cost for the complete package $73,281.00 which is $3,281.00 over the 2022 budget amount. Funding will be from the Wastewater Reserves. Utility Board approved 5-0. **(Pages 192-195)**

4. Resolution Supporting the Designation of the Purple Heart Trail in the City of Bentonville. **(Pages 196-200)**

5. Resolution authorizing the Mayor and Clerk to amend Jackson, Brown, Palculict (JBP) Architectural Agreement with the City for the Training Facility. This amendment will take the original agreement from 6.5% fee to an hourly rate. **(Pages 201-204)**

6. Ordinance recommending a Waiver of Bid to ASAP - Off Road Specialty Vehicles for the purchase of a 2022 Medstat MS 500 UTV in the amount of $72,619.00. ASAP is a sole source vendor for this type of vehicle. **(Pages 205-212)**

7. Resolution Awarding Bid to Superior Auto Group for the purchase of (3) 2022 Canyon Elevation pickups in the amount of $101,805.00. Two of these vehicles are for the new positions of Fire Inspector, and one is to replace a Building Inspector. Declare a 2013 Chevrolet 4WD truck (VIN# 1GCRKPE70DZ318220) surplus to trade-in on this purchase. These are budgeted in the 2022 budget. **(Pages 213-247)**

8. Resolution approving a Budget Adjustment transferring $41,447.52 from an existing cemetery account (10774) to account (47390) for cemetery maintenance projects. **(Pages 248-252)**

9. Resolution Authorizing the Application of a 80/20% Grant from the Arkansas Department of Aeronautics for the Bentonville Municipal Airport. **(Pages 253-262)**

10. Resolution Authorizing the Application of a 90/10% Grant from the Arkansas Department of Aeronautics for the Bentonville Municipal Airport. **(Pages 263-271)**

11. Public hearing and ordinance vacating Alley Right of Way at Lot 5, Block 1 of Dunn & Davis Addition (VAC22-0012). **(Pages 272-275)**

12. Public hearing and ordinance vacating Alley Right of Way between Lot 6 and Lot 7, Block 5 of Dunn & Davis Addition (VAC22-0013). **(Pages 276-279)**

13. Resolution setting a public hearing for June 14, 2022 to vacate a Drainage and Utility Easement located at Lot 100 of Providence Village Phase 2 (VAC22-0014). **(Pages 280-283)**

14. Resolution to award bid #IFB 22-44 to Scott Equipment for a 2022 or Newer Articulating Asphalt Compactor (Roller), in the amount of $139,954.14. Please see attachments. **(Pages 284-334)**

15. Resolution authorizing the Mayor and Clerk to enter into an agreement with Traffic Engineering Consultants, Inc. (TEC) for semi-annual traffic coordination signal timing of the City of Bentonville traffic signals; and authorizing a budget adjustment from Street Reserve Fund. This firm was selected using the City's standard SOQ process, in accordance with State Law for the procurement of professional services. **(Pages 335-343)**

PROCLAMATION

WHEREAS: 2022 marks the 33rd anniversary of treatment courts; and

WHEREAS: There are now more than 4,000 treatment courts nationwide; and

WHEREAS: Treatment Courts are the cornerstone of justice reform sweeping the nation; and

WHEREAS: Treatment Courts have served over 1.5 million individuals; and

WHEREAS: Treatment Courts are now recognized as the most successful criminal justice intervention in our nation's history; and

WHEREAS: City of Bentonville is in the 11th year of our DWI Court program, having had 51 participants in the program and 27 graduates to date. The graduates represent 600+ hours of treatment; and

WHEREAS: Treatment Courts save an average of $6,000 for every individual they serve; and

WHEREAS: Treatment Courts reduce crime and significantly improve substance use treatment outcomes at less expense than any other criminal justice strategy; and

WHEREAS: Treatment Courts improve education, employment, housing and financial stability, promote family reunification, reduce foster care placements and increase the rate of addicted mothers delivering babies who are fully drug free; and

WHEREAS: Treatment Courts facilitate community-wide partnerships, bringing together public safety and public health professionals in the fight against addiction and crime; and

WHEREAS: Treatment Courts demonstrate that when one person rises out of addiction and crime, we all rise.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the month of May, 2022, as **"National Drug Court Month"** in the City of Bentonville, Arkansas, in honor of the Treatment Courts, the team members and the participants who strive to address substance abuse and keep our City and citizens safe.

Given this 24th day of May, 2022, in Bentonville, in the great State of Arkansas, in the United States of America.

[redacted]

Stephanie Orman, Mayor
City of Bentonville

CITY OF BENTONVILLE CORPORATE SEAL ARKANSAS

City Council Agenda Items

For the City Council Meeting of May 24, 2022

From the May 17, 2022 Planning Commission Meeting

Old Business from the April 26, 2022 City Council Meeting:

1. **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-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ22-0021) 704 NE A Street.**

   The Planning Commission voted 6-0, recommending approval.

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

   The 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.

   The requested DN-2 zoning designation intends to allow for increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

   This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Medium Density Residential should be zoned either DN-2, RC-2, or PRD.

   This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns, as there is existing DN-2 zoning in the immediate area.

New Business:

2. Ordinance accepting a lot split of un-platted section land, creating new Lot 1 of Old Town Cleaners Addition, to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS21-0076) 308 N Walton Blvd.

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

A lot split of un-platted section land, creating Lot 1 (+/- 0.687 Acres) of Old Town Cleaners Addition. The plat dedicates various utility and access easements.

3. Ordinance accepting a lot split of existing Lot 2, Harris/BDIC Industrial Park Subdivision creating new Lot 15 and Lot 16 of Harris/BDIC Industrial Park Subdivision, to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0021) Parcels: 01-08203-200, 01-08203-210.

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

A lot split of existing Lot 2, Harris/BDIC Industrial Park Subdivision creating new Lot 15 (+/- 20.00 acres) and Lot 16 (+/- 55.01 acres) of Harris/BDIC Industrial Park Subdivision. The plat dedicates various right-of-ways per the Master Street Plan requirements. The plat also dedicates various public utility easements within the subdivision.

4a. Resolution amending the City of Bentonville future land use map for a specific area from Medium-Density Residential to High-Density Residential; and for other purposes (Project Number: RZ22-0024) 404 SE G Street.

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

The Future Land Use Plan currently depicts this property as Medium-Density Residential. These areas typically include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The 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-3, Medium-High Density Multifamily Residential to DN-4, Downtown Mixed-Use Residential; and for other purposes (Project Number: RZ22-0024) 404 SE G Street.

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

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

While the rezoning request is not consistent with the Future Land Use Plan of Medium Density Residential, the property directly across the street has had numerous uses from a coffee shop to vendor space, electronics shop, and now professional office space. There is a salvage/storage yard in the general area to the west at 701 SE 5th Street, apartments at 404 and 408 SE G Street, and higher density single-family to the north. It has transitioned from single-family to high-density residential due to its proximity to The Momentary and the commercial development.

5. 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-2, Downtown Medium-Density Residential; and for other purposes (Project Number: RZ22-0025) 401 SE C Street.

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

The requested DN-2 zoning district allows for an increased single-family density through small lot widths where alleys and infrastructure support such development, and were small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

This request is consistent with the Future Land Use Plan, and is consistent with some of the surrounding zoning districts and development patterns located to the east.

6. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential DN-1, Downtown Low-Density Residential; and for other purposes (Project Number: RZ22-0026) Parcel: 01-03249-000.

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

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

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. The DN-1 district intends to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Low-Density Residential should be zoned either DN-1 or PRD.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-1 zoning districts in the immediate area.

7. 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-1, Downtown Low-Density Residential; and for other purposes (Project Number: RZ22-0027) 707 E Central Ave.

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

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

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This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Low-Density Residential should be zoned either DN-1 or PRD.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-1 zoning districts in the immediate area.

8. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of PRD, Planned Residential Development to DN-1, Downtown Low-Density Residential; and for other purposes (Project Number: RZ22-0029) NW C Street.

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

The Future Land Use Plan currently depicts this property as Medium Density Residential. These areas typically 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 include local amenities for residents, including neighborhood parks, places of worship, etc.

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). The DN-1 district intends to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This request is not consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Medium Density Residential should be zoned either DN-2, RC-2, or PRD, however, this request is for a less intense zoning district which is compatible with surrounding zoning. This rezoning request is compatible with surrounding land-use patterns in the immediate area and will not set a precedent contrary to the Future Land Use Plan. Staff recommends approval of the rezoning request.

9. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of I-2, Heavy Industrial, R-3, Medium Density Residential, R-O, Residential Office, and C-2, General Commercial, to PUD, Planned Unit Development; and for other purposes (Project Number: PUD20-0002) 301 SE J Street.

The Planning Commission voted 6-0, recommending approval with Commissioner Haynie abstaining and Commissioner Binns absent.

An amendment is proposed to the previously approved Walmart Campus Planned Unit Development to add the North and South CUP, an electric substation, two additional surface parking lots, and Zone 2S to the PUD. Zone 2S includes a hotel and a welcome center for the campus.

10. Ordinance accepting a lot split of existing Lots 84, 85, 96, and parts of Lots 97, 99, and 100 of Original Town of Bentonville Subdivision creating new Lots 221, 222, 223, and 224 of Original Town of Bentonville Subdivision to the City of Bentonville, Arkansas; And for other purposes (Project Number: LS22-0020).

The Planning Commission voted 6-0, recommending approval with Commissioner Binns absent.

A lot split of existing Lots 84, 85 & 96 and parts of Lots 97, 99 & 100 of Original Town of Bentonville Subdivision, creating Lots 221(+/- 0.102 acres), 222 (+/- 0.039 acres), 223 (+/- 0.044 acres) & 224 (+/- 0.191 acres) of Original Town of Bentonville Subdivision. This plat dedicates various right-of-way along S Main St. and W Central Ave. per the Master Street Plan requirements.

City of Bentonville Master Street Plan calls for 32.5 feet of right-of-way (ROW) on Main and Central, however, this cannot be achieved since 2.5 feet of the existing buildings would be within the ROW. The applicant will need to submit a waiver request from Section 1100.16 *Street Standards* (b) *Right of way dedication* to dedicate 30 feet of ROW along Main St. and Central Ave. as opposed to the 32.5 feet required by code.

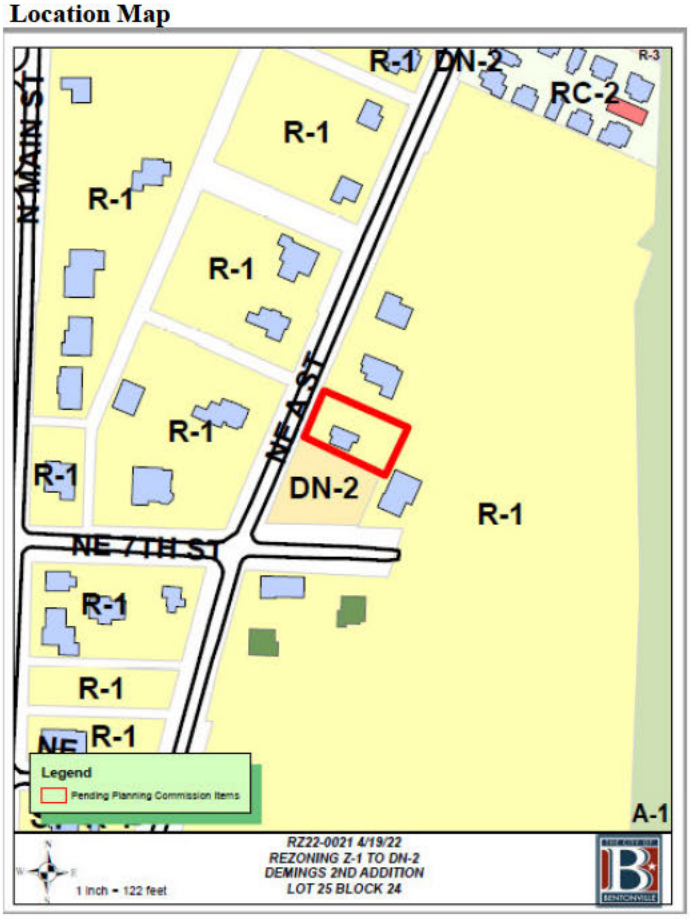
Casey & Hannah Roberts

704 NE A Street
PC Date: 4/19/2022
Reviewer: Luke Aitken, Planning Technician

Project Number	RZ22-0021
Applicant / Current Owner	Casey & Hannah Roberts
Site Area	+/- 0.27 Acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium-Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 704 NE A Street. Adjacent zoning districts include R-1, Low Density Single-Family Residential, to the North, East, and West, and DN-2 Downtown Medium Density Residential to the South.

Relationship to the Bentonville Community Plan
The Future Land Use Plan depicts this property as Medium-Density Residential. These areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The 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).

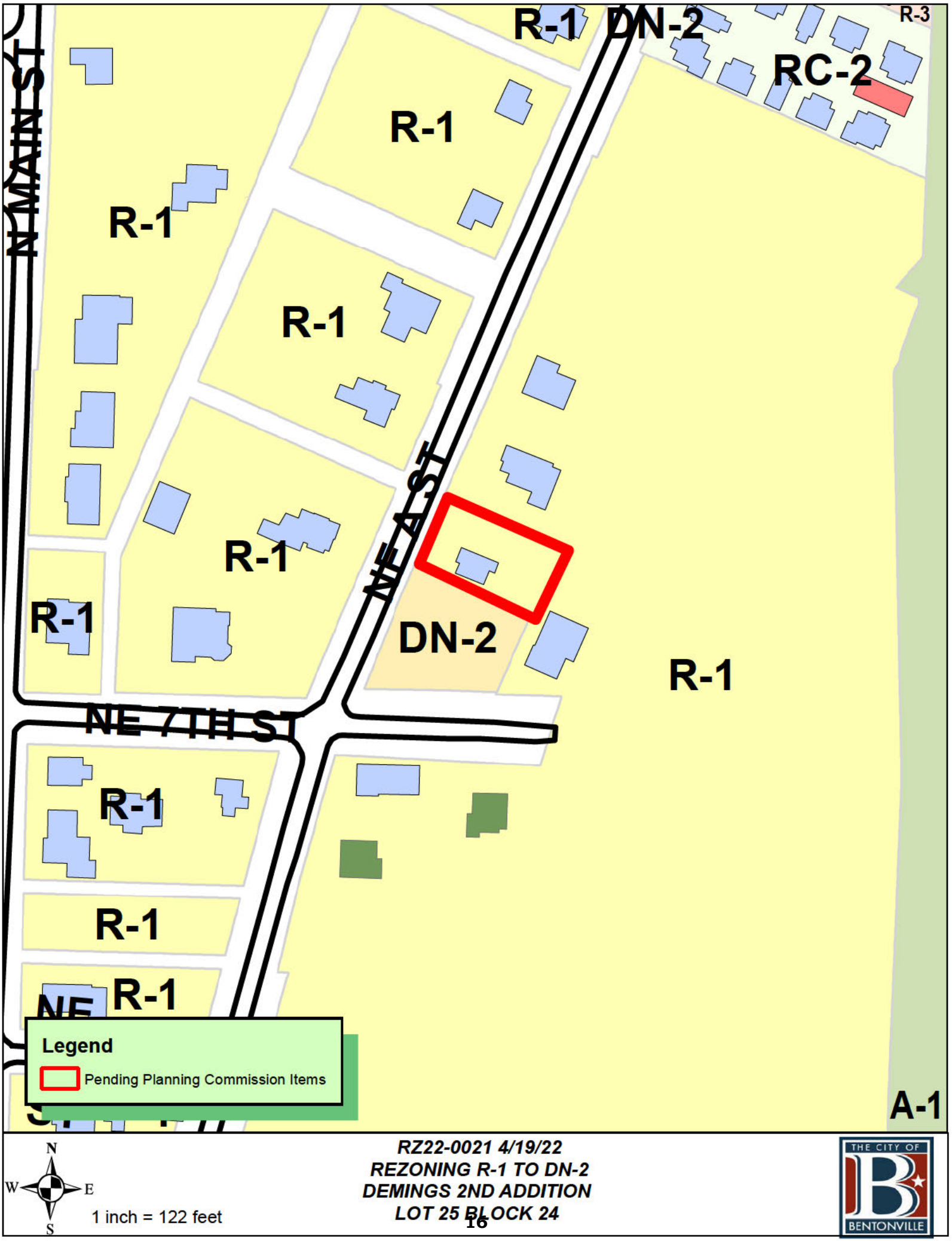
Public Comment
At the time of writing this staff report, staff has not received public comment on this item.

Analysis
The requested DN-2 zoning designation intends to allow for increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Medium Density Residential should be zoned either DN-2, RC-2, or PRD.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns, as there is existing DN-2 zoning in the immediate area.

Conclusion
This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.


R-1
DN-2
R-3
RC-2
R-1
R-1
N MAIN ST
R-1
R-1
NE A ST
R-1
DN-2
R-1
R-1
NE 7TH ST
R-1
R-1
R-1
NE
Legend
Pending Planning Commission Items
A-1
N
W
E
S
1 inch = 122 feet
RZ22-0021 4/19/22
REZONING R-1 TO DN-2
DEMINGS 2ND ADDITION
LOT 25 BLOCK 24
THE CITY OF
BENTONVILLE

WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

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

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

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

March 14, 2022

Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Rezoning Parcel No. 01-02287-002 from R-1, Low Density Residential to DN-2, Downtown Medium Density Residential

Dear Planning Staff:

This law firm has been hired to assist the applicants, Casey Roberts and Hannah Roberts in obtaining a rezoning of Parcel No. 01-02287-002 (hereinafter "the Property") from R-1, Low Density Residential to DN-2, Downtown Medium Density Residential.

The primary reason for this rezoning request is to bring the lot into compliance with Bentonville's updated downtown zoning codes and to take advantage of the bulk and density regulations incident thereto. Specifically, the applicant has plans to remodel the home on the property and would like to take advantage of the additional setbacks afforded by the DN-2 zoning designation.

The requested zoning is in compliance with the Bentonville Future Land Use Plan ("FLUP"). The FLUP designates this parcel as Medium Density Residential, which allows for DN-2 zoning only. Accordingly, no FLUP amendment is necessary in order to rezone the Property to DN-2. There is precedent for rezoning the property to DN-2, as properties at the corner of NE A and NE 7th Street and the corner NE A and NE Park Street have previously been rezoned to DN-2 as well.

This rezoning will not increase traffic by any appreciable amount, no signage is contemplated, and the appearance of the development will be similar to other redevelopment in downtown Bentonville. Lastly, a six inch (6") gravity sewer line and a four inch (4") water line are located along NE A St..

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

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

WK:
pc:

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

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

PROPERTY OWNER CONSENT FORM

We, **Casey Roberts and Hannah Roberts**, certify that we are the legal owner of the property described as **Lot 25, Block 24, of the replat of Lots 12, 15, 16 and 19, Block 24, Deming's Second Addition to the City of Bentonville, Benton County, Arkansas, as designated in Plat Record Book "21" at Page 212,** or **Benton County Parcel No. 01-02287-002**, located at **704 NE A St., Bentonville, Arkansas**, and further certify that I have read the application for the re-zoning of the aforementioned property from R-1, Low Density Single-Family Residential to DN-2, Downtown Neighborhood Medium Density Residential and consent to its filing.

[redacted] 03-14-2022

CASEY ROBERTS **Date**

[redacted] 3/14/2022

HANNAH ROBERTS **Date**

STATE OF ARKANSAS)
)
COUNTY OF BENTON)

Subscribed and sworn before me this the 14th day of March, 20___.

[redacted]
Notary Signature

Delynn Hale
Notary Name Printed

01-18-2032
Commission Expires

STATE OF ARKANSAS NOTARY PUBLIC
DELYNN HALE
MY COMMISSION # 12385477
EXPIRES: January 18, 2032
Benton County

L202147703.001

L202147703
BENTON CO. AR FEE $25.00
PRESENTED & E-RECORDED
06/25/2021 01:06:10 PM
BRENDA DESHIELDS
Circuit Clerk & Recorder

After recording please return to:
Waco Title Company
2592 S. 48th St.
Springdale, AR 72762

WARRANTY DEED
(LLC)

LTC 21-063708-SOD

File #: 2109097-107

KNOW ALL MEN BY THESE PRESENTS:

That, **GUILMETTE INVESTMENTS, LLC**, an Arkansas limited liability company, hereinafter called GRANTOR(S), for and in consideration of the sum of ---ONE AND 00/100--- DOLLAR---($1.00)---and other good and valuable consideration, in hand paid by **Casey R. Roberts and Hannah Roberts, a married couple**, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **Casey R. Roberts and Hannah Roberts, a married couple**, hereinafter called GRANTEE(S), and unto their heirs and assigns forever, the following described lands lying in **Benton** County, **Arkansas** to-wit:

Lot 25, Block 24 of the replat of Lots 12, 15, 16 and 19, Block 24, Deming's Second Addition to the City of Bentonville, Benton County, Arkansas, as designated in Plat Record Book "21" at Page 212.

Subject to easements, rights-of-way, and protective covenants of record, if any.
Subject to all prior mineral reservations and oil and gas leases.

TO HAVE AND TO HOLD the same unto the said Grantee(s) and unto their heirs and assigns forever, with all appurtenances thereunto belonging. And the Grantor(s) hereby covenants with said Grantee(s) that it will forever warrant and defend the title to the said lands against all claims whatsoever.

Prepared under the supervision of
Brian Blackman, Attorney
2592 S. 48th St.
Springdale, AR. 72762

IN TESTIMONY WHEREOF, the name of the grantor and its seal are hereunto affixed by its duly authorized Manager, this 23 day of June, 2021.

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument.

GRANTEE OR AGENT: _____

GRANTEE'S ADDRESS: _____

_____

GUILMETTE INVESTMENTS LLC

[redacted]

By Lani C. Durbin-Guilmette, Manager

ACKNOWLEDGMENT

STATE OF Arkansas)
) SS.
COUNTY OF Benton)

On this day before the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named **Lani Guilmette** to me personally known or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who stated that she is the authorized Manager of **GUILMETTE INVESTMENTS, LLC**, an Arkansas limited liability company, and is duly authorized in her capacity to execute the foregoing instrument for and in the name and behalf of said company, and further stated and acknowledged that she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of June, 2021.

[redacted]

Notary Public

My commission expires:

10-02-2030

OFFICIAL SEAL
BOBBIE BOLAIN
NOTARY PUBLIC ARKANSAS
BENTON COUNTY
COMMISSION# 12379201
COMMISSION EXP 10/02/2030

STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid

File Number: 21-063708-500

Grantee:	CASEY R. ROBERTS AND HANNAH ROBERTS
Mailing Address:	704 NE A STREET BENTONVILLE AR 727120000
Grantor:	GUILMETTE INVESTMENTS, LLC
Mailing Address:	1321 ROYAL AVENUE CENTERTON AR 727190000
Property Purchase Price:	$594,119.00
Tax Amount:	$1,963.50
County:	BENTON
Date Issued:	06/25/2021
Stamp ID:	1210689536

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this Instrument

Grantee or Agent Name (printed): Lainey Boone

Grantee or Agent Name (signature): [redacted] Date: 6.25.2021

Address: [redacted]

City/State/Zip: Bentonville, AR 72712

CERTIFICATE OF RECORD
STATE OF ARKANSAS, COUNTY OF BENTON
I hereby certify that this instrument was
Filed and Recorded in the Official Records
in **Doc Num L202147703**
08/25/2021 01:06:10 PM
Brenda DeShields
BENTON COUNTY Circuit Clerk & Recorder

624 W Walnut
Rogers, AR 72756
Phone 479 631 8274
Fax 479 631 8279

Surrounding Property Owners Search

We hereby certify that we have searched the Benton County Assessor records of Benton County, Arkansas on 03/28/2022, and the following is a list of all owners of record along with the County parcel information, located within a 200-foot radius adjacent to the following:

Parcel #:	01-02287-002
Ownership:	ROBERTS, CASEY R & HANNAH 704 NE A ST BENTONVILLE, AR
Property Address:	704 NE A ST BENTONVILLE AR 72712
Legal:	25 & PT VACATED ALLEY BLOCK 24 DEMINGS 2ND ADD-BENTONVILLE

****

Adjoining properties: See Attached Page 2

[redacted]
Authorized Countersignature

Larry Murphy
Title Operations
PCI Advance Title, LLC
479-631-8274

Parcel Id	Address	Owner Address	Subdivison
01-02183-(	610 NE A S	610 NE A ST BENTONVILLE AR 72712-4807	DEMINGS 2
01-02285-(	733 NE A S	733 NE A ST BENTONVILLE AR 72712	DEMINGS 2
01-02279-(	804 NE A S	10012 ENCHANTED OAK GOLDEN OAK FL 32836	DEMINGS 2
01-02285-(	729 NE A S	729 NE A ST BENTONVILLE AR 72712	DEMINGS 2
01-02288-(	703 NE A S	703 NE A ST BENTONVILLE AR 72712-4803	DEMINGS 2
01-02287-(	201 NE 7TH	201 NE 7TH ST BENTONVILLE AR 72712-4828	DEMINGS 2
01-02287-(	702 NE A S	702 NE A ST BENTONVILLE AR 72712	DEMINGS 2
01-02283-(	801 NE A S	801 NE A ST BENTONVILLE AR 72712-4810	DEMINGS 2
01-02287-(	704 NE A S	704 NE A ST BENTONVILLE AR 72712	DEMINGS 2
01-02289-(	NE 7TH ST	238 PARK LAUREATE DR HOUSTON TX 77024	DEMINGS 2
01-02289-(	103 NE 7TH	103 NE 7TH ST BENTONVILLE AR 72712	DEMINGS 2
01-02332-(	NW 5TH ST	1000 SW 14TH ST BENTONVILLE AR 72712	DEMINGS 2
01-02182-(	204A NE 7	808 N MAIN ST BENTONVILLE AR 72712-4834	DEMINGS 2
01-02284-(	706 NE A S	PO BOX 1860 BENTONVILLE AR 72712	DEMINGS 2
01-02282-(	708 NE A S	~~PO BOX 1860 BENTONVILLE AR 72712~~	~~DEMINGS 2~~
01-02287-(	700 NE A S	700 NE A ST BENTONVILLE AR 72712	DEMINGS 2
01-15202-(	NE 5TH ST	~~1000 SW 14TH ST BENTONVILLE AR 72712~~	~~CRYSTAL BF~~

Owner
ELLIS, MAURA A
DASTUGUE, MICHAEL &; CHERYL
COTTAGE HOME XNA LLC
GIBSON, DIANA A
AITKEN TRUST, ADA S & AITKEN TRUST, WILLIAM N
WILLIS, MAURICE F III
GARNER, TODD STEVEN & MCMURRAY, ALEXIS
MORRISSEY, BRENDAN JOHN & LAUREN MICHELLE
ROBERTS, CASEY R & HANNAH
BELLATTI GC TRUST II- LAWRENCE L
LESTER, ROBERT B & VIRGINIA C
CITY OF BENTONVILLE
MEADOWGLADE II LTD PARTNERSHIP
BIXBY PROPERTIES LLC
~~BIXBY PROPERTIES LLC~~
MCGILL, GREGORY WADE & KIMBERLY GRAVES
~~CITY OF BENTONVILLE~~

Name
:ND ADD-BENTONVILLE
:ND ADD-BENTONVILLE
:ND ADD-BENTONVILLE
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RIDGES MUSEUM ADD-BENTONVILLE

NOTICE OF INTENT TO REZONE

Casey Roberts and Hannah Roberts have requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1, Low Density Residential to DN-2, Downtown Medium Density Residential. The legal description of the property is as follows:

> **Lot 25, Block 24, of the replat of Lots 12, 15, 16 and 19, Block 24, Deming's Second Addition to the City of Bentonville, Benton County, Arkansas, as designated in Plat Record Book "21" at Page 212.**

The common description of the property is: **704 NE A St., Bentonville, Arkansas**

Proposed land use: **Single Family, Residential**

The public hearing will be held on **April 19th, 2022 at 4:00 p.m.** It will be held at 305 SW A Street, Bentonville, AR 72712.

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

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

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

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

I/we have no objections to the rezoning.

I/we object to the rezoning because:

_____
_____
_____
_____
_____

_____ Signature

_____ Printed Name

_____ Physical Address

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-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ22-0021).

WHEREAS, Casey Roberts duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 25, BLOCK 24, OF THE REPLAT OF LOTS 12, 15, 16 AND 19, BLOCK 24, DEMING'S SECOND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS DESIGNATED IN PLAT RECORD BOOK "21" AT PAGE 212.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held April 19, 2022 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-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL toDN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL be used in accordance with the city zoning laws and state laws.

Section 2 - 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 3 - 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 _____, 2022.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

Consent Agenda Items

For the Planning Commission meeting on May 17, 2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

- At the Technical Review meeting held on May 10, 2022 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.

Lot Split: Lots 1 of Old Town Cleaners Addition, Mathias Ventures, Inc., 308 N Walton Boulevard, C-2, General Commercial, *LS21-0076*

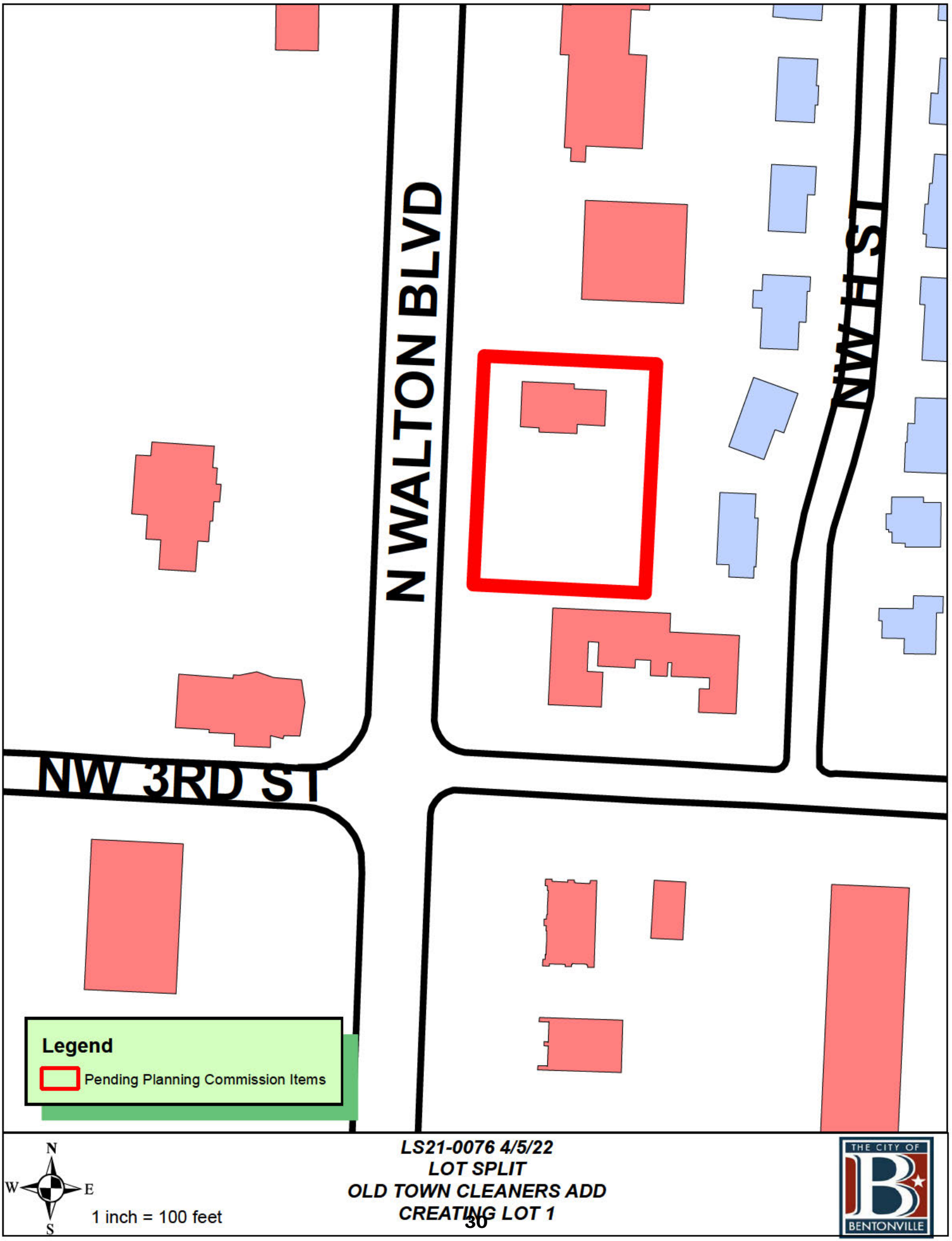
A lot split of unplatted section land, creating Lot 1 (+/- 0.687 Acres) of Old Town Cleaners Addition. The plat dedicates various utility and access easements.

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

Lot Split: Lot 15 and 16, Harris/BDIC Industrial Park Subdivsion, City of Bentonville, SW Artillery Road, I-2, Heavy Industrial, *LS22-0021*

A lot split of existing Lot 2, Harris/BDIC Industrial Park Subdivision creating new Lot 15 (+/- 20.00 acres) and Lot 16 (+/- 55.01 acres) of Harris/BDIC Industrial Park Subdivision. The plat dedicates various right-of-ways per the Master Street Plan requirements. The plat also dedicates various public utility easements within the subdivision.

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


N WALTON BLVD
NW 5TH ST
NW 3RD ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
LS21-0076 4/5/22
LOT SPLIT
OLD TOWN CLEANERS ADD
CREATING LOT 1
THE CITY OF
BENTONVILLE

"EXHIBIT A"

LOT SPLIT FOR PARCEL 01-00510-000 CREATING OLD TOWN CLEANERS ADDITION LOT 1

THIS PROPERTY "DOES NOT" LIE WITHIN 100 YEAR FLOOD ZONE AS ESTABLISHED BY THE FLOOD INSURANCE RATE MAP FOR THE COMMINTY PANEL NUMBER 0500C0090J EFFECTIVE DATE: 09-28-2007.

CERTIFICATE OF APPROVAL: _____

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

DATE OF EXECUTION:_____

SIGNED: _____

NAME AND ADDRESS: _____

PRINT NAME: _____

SOURCE OF TITLE: D.R. _____

PAGE _____

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

DATE OF EXECUTION: _____

SIGNED: _____

REGISTERED LAND SURVEYOR

NO. _____

STATE OF ARKANSAS
CERTIFICATE OF APPROVAL.

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

DATE OF EXECUTION: _____

SIGNED: _____

BENTONVILLE PLANNING

COMMISSION CHAIRMAN

SIGNED: _____

MAYOR CITY OF BENTONVILLE

SIGNED: _____

CITY CLERK, CITY OF BENTONVILLE

LOT 1 LEGAL DESCRIPTION:
BEGINNING AT A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 71-B (N. WALTON BLVD), THAT BEARS 170.00 FEET EAST AND 213.08 FEET NORTH OF THE SW CORNER OF THE FRL. NW 1/4 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS; THENCE FOLLOWING SAID RIGHT-OF-WAY LINE THENCE N02°44'06"E 199.57 FEET TO A FOUND IRON PIN; THENCE S87°17'38"E 150.22 FEET TO A FOUND IRON PIN; THENCE S02°54'39"W 200.07 FEET; THENCE N87°06'05"W 149.60 FEET TO THE POINT OF BEGINNING, CONTAINING 29,955 SQUARE FEET OR 0.688 ACRES, MORE OR LESS. SUBJECT TO ALL COVENANTS, EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS OF RECORD OR FACT.

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 (AHTD CONTROL).
3. SURVEY REPRESENTS A SURVEY OF A PARCEL 01-00510-000.
4. DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
5. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
6. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION, ATLAS MAPS AS MAY BE AVAILABLE FROM MUNICIPALITIES OR UTILITY COMPANIES, AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
7. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED THE SURVEYOR. NO ABSTRACT OF TITLE OR TITLE COMMITMENT WERE FURNISHED THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.
8. THE LOCATION AND/OR EXISTENCE OF UTILITY SERVICE LINES TO THE PROPERTY SURVEYED ARE SHOWN HEREON OR UNKNOWN.
9. 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.
10. ALL BUILDING, SURFACE AND SUBSURFACE, IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN.
11. NO INVESTIGATION CONCERNING ENVIRONMENTAL AND SUBSURFACE CONDITIONS, OR THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES WHICH MAY AFFECT THE USE OF DEVELOPMENT OF THIS PROPERTY WAS MADE AS A PART OF THIS SURVEY.
12. BEFORE ANY WORK IN THE RIGHT OF WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT OF WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
13. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRICAL SERVICE.
14. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
15. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENT.
16. ALL STRUCTURES MUST MAINTAIN A MINIMUM OF 20 FOOT CLEARNACE FROM ALL ELECTRIC LINES.
17. IT IS THE RESPONSIBILITY OF THE DEVLOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR AT 479-271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
18. 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.

FILE STAMP

VICINITY MAP
(N.T.S.)

REVISED:		DATE:

LEGEND:

- BOUNDARY LINE
- RIGHT OF WAY LINE
- SECTION LINE
- BUILDING SETBACK LINE
- EASEMENT LINE
- OHE — OVERHEAD ELECTRIC
- WIRE FENCE
- WOOD FENCE
- IRON PIN FOUND
- IRON PIN SET
- GAS METER
- TELEPHONE MANHOLE
- TELEPHONE RISER
- DRAINAGE MANHOLE
- GRATED INLET

PLAT CODE: 500-20N-30W-0-30-430-04-1519

STATE OF ARKANSAS
BENTON COUNTY
CITY OF BENTONVILLE

LOT SPLIT
PARCEL 01-00510-000
30-20-30-BENTONVILLE SUBDIVISION
BENTONVILLE, ARKANSAS.
CITY OF BENTONVILLE PROJECT:
#LS21-0076

MICHAEL D. MILLION
LAND SURVEYOR
12 NEFFWOOD LANE
BELLA VISTA, AR 72715
PHONE: (479) 571-0654
CHUCK BELL: (479) 366-0640

DRAWN BY: CEB / WAB	SCALE: 1" = 20'
FIELD CREW: STEVE/BILLY	DWG: 2121.32
CHECKED BY: CEB	DATE: JAN 02, 2022
SHEET SIZE 18X24	

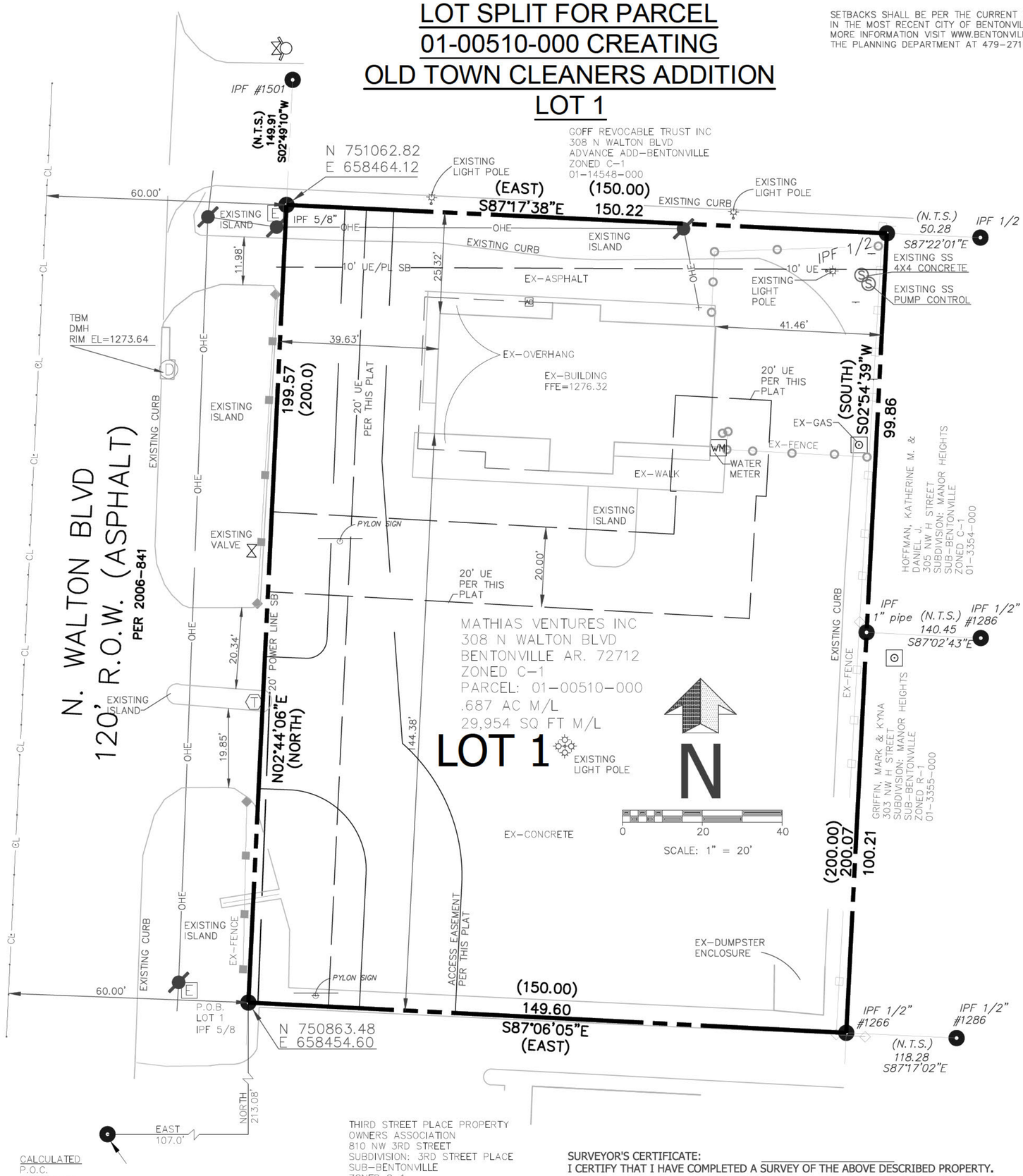
"EXHIBIT A"

FILE STAMP

LOT SPLIT FOR PARCEL 01-00510-000 CREATING OLD TOWN CLEANERS ADDITION LOT 1

OWNER: MARK MATHIAS
MATHIAS VENTURES LLC
121 NW 5TH STREET
BENTONVILLE, AR 72712
479-586-0061

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



CALCULATED
P.O.C.
SW CORNER
NW1/4 OF SW1/4
SEC. 30, TWP. 20N, RG. 30W
PER PLAT- P-83A

THIRD STREET PLACE PROPERTY
OWNERS ASSOCIATION
810 NW 3RD STREET
SUBDIVISION: 3RD STREET PLACE
SUB-BENTONVILLE
ZONED C-1
01-04927-000

SURVEYOR'S CERTIFICATE:
I CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE ABOVE DESCRIBED PROPERTY. THE PROPERTY LINES AND CORNER MONUMENTS ARE TO THE BEST OF MY KNOWLEDGE AND ABILITY, CORRECTLY ESTABLISHED, AND THERE ARE NO VISIBLE ENCROACHMENTS EXCEPT AS SHOWN ON THIS PLAT. THIS SURVEY MEETS THE CURRENT "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS", PER THE STATE OF ARKANSAS.

MICHAEL D. MILLION, P.L.S. NO.1519, ARKANSAS DATE

VICINITY MAP
(N.T.S.)

REVISED:		DATE:
	WATER ESMNT	4/25/2022
	CTY COMMENT	4/26/2022

LEGEND:

- BOUNDARY LINE
- RIGHT OF WAY LINE
- SECTION LINE
- BUILDING SETBACK LINE
- EASEMENT LINE
- OHE — OVERHEAD ELECTRIC
- WIRE FENCE
- WOOD FENCE
- IRON PIN FOUND
- IRON PIN SET
- GAS METER
- TELEPHONE MANHOLE
- TELEPHONE RISER
- DRAINAGE MANHOLE
- GRATED INLET

PLAT CODE: 500-20N-30W-0-30-430-04-1519

STATE OF ARKANSAS
BENTON COUNTY
CITY OF BENTONVILLE

LOT SPLIT
PARCEL 01-00510-000
30-20-30-BENTONVILLE SUBDIVISION
BENTONVILLE, ARKANSAS.
CITY OF BENTONVILLE PROJECT:
#LS21-0076

MICHAEL D. MILLION
LAND SURVEYOR
12 NEFFWOOD LANE
BELLA VISTA, AR 72715
PHONE: (479) 571-0654
CHUCK BELL: (479) 366-0640

DRAWN BY: CEB / WAB	SCALE: 1" = 20'
FIELD CREW: STEVE/BILLY	DWG: 2121.32
CHECKED BY: CEB	DATE: JAN 02, 2022
SHEET SIZE 18X24	

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF UN-PLATTED SECTION LAND; CREATING NEW LOT 1 OF OLD TOWN CLEANERS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS21-0076).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of UN-PLATTED SECTION LAND creating new LOT 1 OF OLD TOWN CLEANERS ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 17, 2022;

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

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

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

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

Section 1: That the lot split of UN-PLATTED SECTION LAND creating new LOT 1 OF OLD TOWN CLEANERS ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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 _____, 2022.

APPROVED:

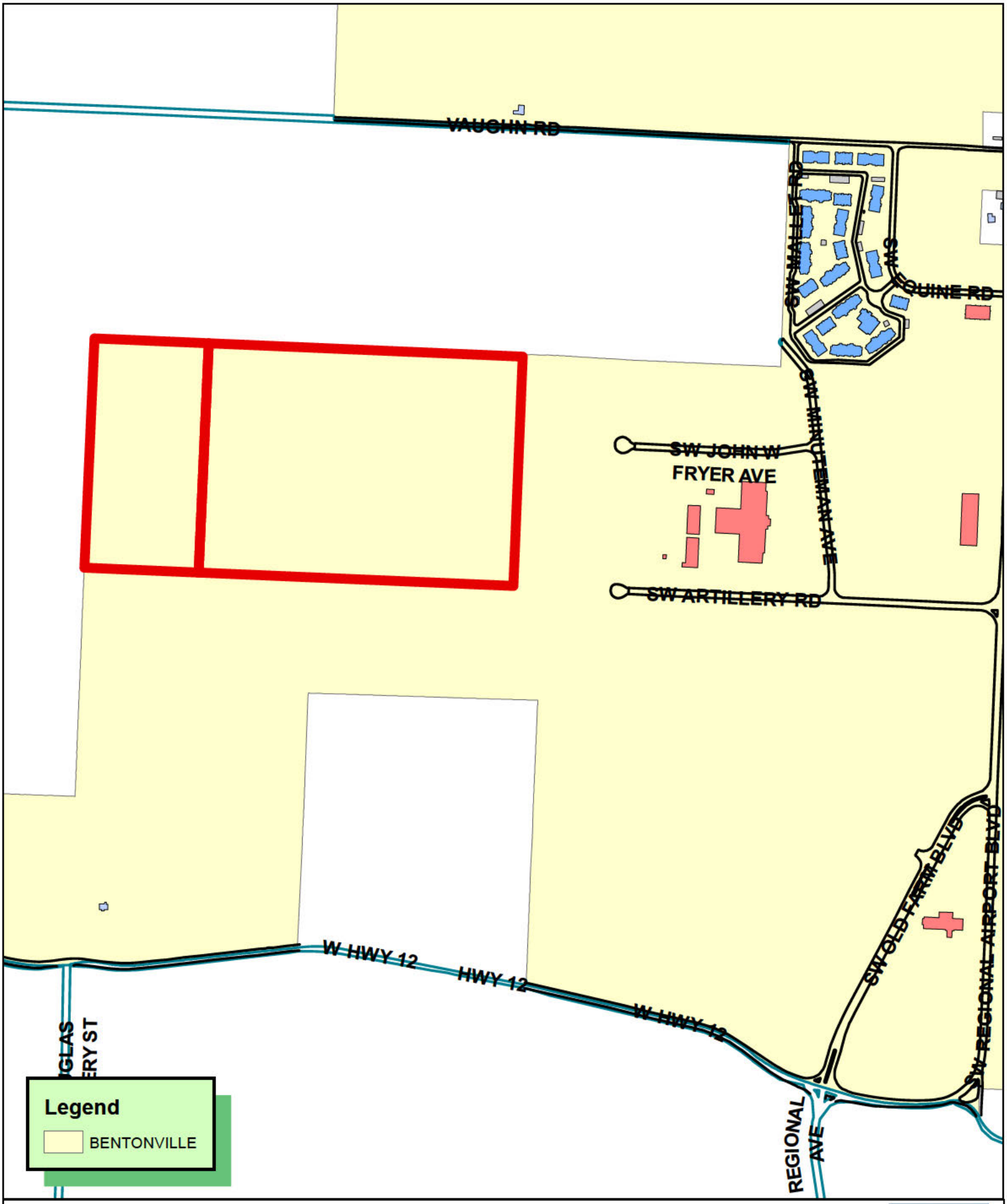
_____

Stephanie Orman, Mayor

ATTEST:

_____

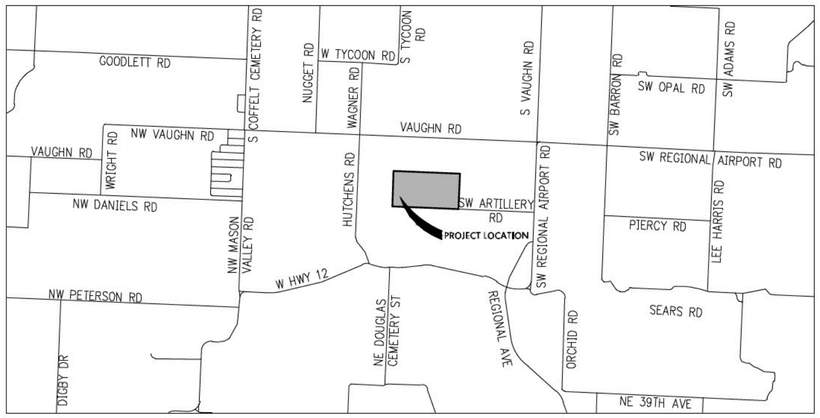
Kirby Romines, City Clerk



LS22-0021 5/17/22
LOT SPLIT
HARRIS BIDC INDUSTRIAL PARK
TRACT 2 CREATING LOTS 15-16

"EXHIBIT A"

LOT SPLIT PLAT OF TRACT 2
IN HARRIS/BDIC INDUSTRIAL PARK SUBDIVISION
CREATING LOTS 15 & 16
BENTONVILLE, ARKANSAS



VICINITY MAP NTS

PARENT DESCRIPTION:

BEING A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, ALSO BEING TRACT 2 OF A TRACT SPLIT ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN BOOK P2 AT PAGE 19 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH HALF; THENCE SOUTH 87° 34'16" EAST ALONG THE NORTH LINE OF SAID TRACT 2, A DISTANCE OF 2469.75 FEET; THENCE SOUTH 02°19'05" WEST ALONG THE EAST LINE OF SAID TRACT 2, A DISTANCE OF 1321.77 FEET; THENCE NORTH 87°34'45" WEST ALONG THE SOUTH LINE OF SAID TRACT 2 A DISTANCE OF 2473.38 FEET; THENCE NORTH 02°28'32" EAST ALONG THE WEST LINE OF SAID TRACT 2, A DISTANCE OF 1322.12 FEET TO THE POINT OF BEGINNING, CONTAINING 75.01 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

TRACT 2A DESCRIPTION:

BEING A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, ALSO BEING TRACT 2 OF A TRACT SPLIT ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN BOOK P2 AT PAGE 19 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH HALF; THENCE SOUTH 87°34'16"EAST ALONG THE NORTH LINE OF SAID TRACT 2, A DISTANCE OF 659.00 FEET; THENCE SOUTH 02°28'32" WEST, A DISTANCE OF 1322.03 FEET; THENCE NORTH 87°34'45" WEST ALONG THE SOUTH LINE OF SAID TRACT 2, A DISTANCE OF 659.00 FEET; THENCE NORTH 02°28'32" EAST ALONG THE WEST LINE OF SAID TRACT 2, A DISTANCE OF 1322.12 FEET TO THE POINT OF BEGINNING. CONTAINING 20.00 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENT OF RECORD OR FACT.

TRACT 2B DESCRIPTION:

BEING A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, ALSO BEING TRACT 2 OF A TRACT SPLIT ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN BOOK P2 AT PAGE 19 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTH HALF; THENCE SOUTH 87°34'16" EAST ALONG THE NORTH LINE OF SAID TRACT 2, A DISTANCE OF 659.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°34'16" EAST ALONG THE NORTH LINE OF SAID TRACT 2, A DISTANCE OF 1810.75 FEET; THENCE SOUTH 02° 19'05" WEST ALONG THE EAST LINE OF SAID TRACT 2, A DISTANCE OF 1321.77 FEET; THENCE NORTH 87°34'45" WEST ALONG THE SOUTH LINE OF SAID TRACT 2, A DISTANCE OF 1814.38 FEET; THENCE NORTH 02° 28'32" EAST, A DISTANCE OF 1322.03 FEET TO THE POINT OF BEGINNING CONTAINING 55.01 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

NOTES:

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

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

ACCORDING TO THE CITY OF BENTONVILLE GIS WEB SITE, PROPOSED TRACTS 2A & 2B IS ZONED I-2.

THE MSP 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 LOCAL 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 2008-46848, PLAT RECORDS P2-19, P1-999, AND P4-391.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS, OR ANY OTHER FACTS WHICH AN ACCURATE AND COMPLETE TITLE SEARCH MAY DISCLOSE. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR IN THE COURSE OF HIS RESEARCH OF THE PROPERTY BOUNDARY. OTHER RECORD EASEMENTS, ENCUMBRANCES, OR COVENANTS MAY EXIST ON THE SURVEYED PROPERTY.

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 05007C0240J, EFFECTIVE DATE SEPTEMBER 28, 2007.

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.

EACH LOT DOES NOT HAVE DIRECT ACCESS TO PUBLIC WATER AND SEWER.

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

BUILDING SETBACK NOTE:

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

CERTIFICATE OF OWNERSHIP TRACT 2 / PARCEL 01-08203-200/ PARCEL 01-08203-210

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

DATE OF EXECUTION: _____

BY: _____
CITY OF BENTONVILLE & BENTONVILLE IND DEV CORP

SOURCE OF TITLE: DEED RECORD 2008-46848

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)
SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 2022
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

LAND SURVEYOR'S DECLARATION:

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

CRAFTON, TULL, & ASSOCIATES, INC.
BY RODNEY WOODS (AGENT)

DATE OF EXECUTION: _____

SIGNED: _____

REGISTERED LAND SURVEYOR

NO. 1559

STATE OF ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1559
SIGNATURE
RODNEY WOODS

_____
RODNEY WOODS PS 1559
REGISTERED PROFESSIONAL LAND SURVEYOR

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

ATLAS PAGE: 561

CITY OF BENTONVILLE PROJECT NUMBER: LS22-0021

RECORD INFORMATION

OWNER:
CITY OF BENTONVILLE &
BENTONVILLE IND DEV CORP
1000 SW 14TH ST
BENTONVILLE, AR 72712
(DEED RECORD 2008-46848)

SITE SURVEYOR:
CRAFTON TULL
901 N. 47TH ST., SUITE 200
ROGERS, AR 72756
RODNEY.WOODS@CRAFTONTULL.COM
479-636-4838

VICINITY MAP

SEAL

LOT SPLIT PLAT OF
TRACT 2 INDUSTRIAL PARK
PLAT RECORD P2-19
CREATING TRACTS 2A & 2B
BENTONVILLE ARKANSAS

PREPARED FOR:
CITY OF BENTONVILLE

STATE PLAT CODE:
500-19N-31W-0-19-100-04-1559

DATE: 04/11/2022
PROJECT NO: 21111400
CONTACT: R. WOODS

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

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

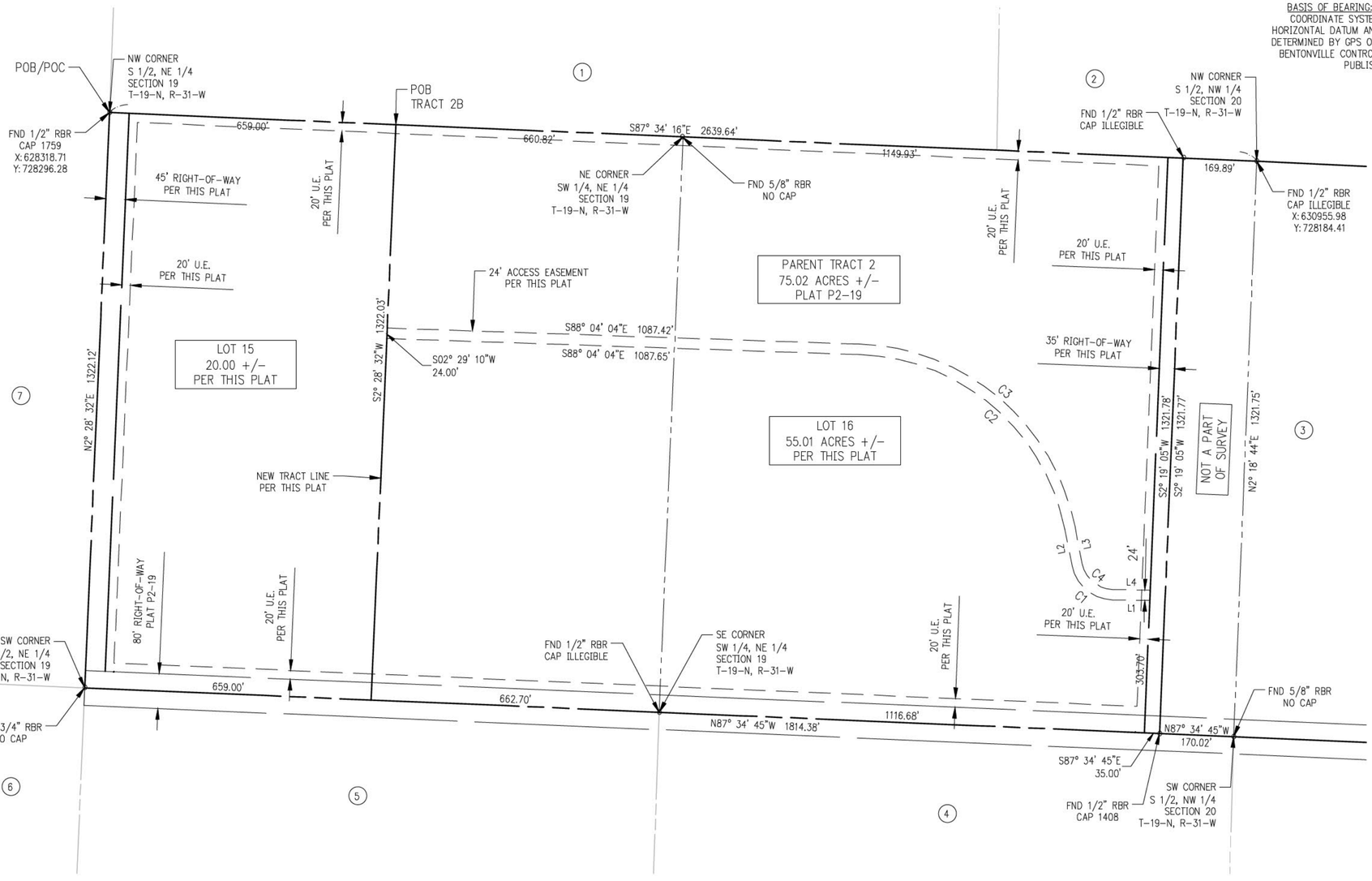
© 2022 Crafton Tull & Associates Inc.

DELTA	DESCRIPTION	DATE
1	REVISED PER CITY COMMENTS	05/02/2022

SHEET NO.:
1 OF 2

DRAWING: G:\21111400_POLICE\ENGINFRASTRUCTURE\SURVEY\DWG\21111400_SPLIT.DWG
LAYOUT: LAYOUT1 LAST SAVED: JB5241 5/2/2022 8:39:52 AM
LAST PLOTTED BY: JOSHUA BEMBENEK 5/2/2022 9:10:11 AM PLOTTED BY: VALID ON HARD COPY ONLY)

"EXHIBIT A"



GRAPHIC SCALE IN FEET

200' 0 200'

BASIS OF BEARING: 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.

1. 06-00631-510 SUNRISE RESIDENTIAL DEED: L202084465
2. 06-00631-500 EBGB INVESTMENTS LLC DEED: L202064780
3. 01-08203-240 BENTONVILLE IND DEV & CITY OF BENTONVILLLE DEED: 2008-46848
4. 01-08203-220 RAZORBACK INDUSTRIAL LLC DEED: 99-129205
5. 01-08203-230 RAZORBACK INDUSTRIAL LLC DEED: 99-129205
6. 06-00631-520 HIGHLAND LLC DEED: 2002-147560
7. 06-00631-530 MURRAY, DAVID & MURRAY-WILLIAMS, NINA L & MURRAY, ELIZABETH A DEED: 2006-31582

PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
L1	85.63'	N88° 51' 52"W
L2	86.32'	N11° 15' 12"W
L3	86.32'	S11° 15' 12"E
L4	86.12'	S88° 51' 52"E

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	131.35'	97.00'	77°35'11"	N50° 02' 48"W	121.54'
C2	667.65'	498.00'	76°48'52"	N49° 39' 38"W	618.76'
C3	699.83'	522.00'	76°48'52"	N49° 39' 38"W	648.58'
C4	98.85'	73.00'	77°35'11"	S50° 02' 48"E	91.47'

LEGEND

- FOUND IRON PIN
- FOUND IRON PIPE
- SET IRON PIN
- EXISTING MAG NAIL
- WATER VALVE
- FIRE HYDRANT
- GUY POLE
- SEWER MANHOLE
- DOWN GUY
- WATER METER
- TELEPHONE PEDESTAL
- ELECTRIC PEDESTAL
- PROPERTY LINE
- EXISTING STREET R/W
- PROPOSED STREET R/W
- SECTION LINE
- ADJOINER PROPERTY LINE
- PROPOSED EASEMENT

ATLAS PAGE: 561

CITY OF BENTONVILLE PROJECT NUMBER: LS22-0021

RECORD INFORMATION

VICINITY MAP

SEAL

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO. 1559
SIGNATURE
RODNEY WOODS

LOT SPLIT PLAT OF
TRACT 2 INDUSTRIAL PARK
PLAT RECORD P2-19
CREATING TRACTS 2A & 2B
BENTONVILLE ARKANSAS

PREPARED FOR:
CITY OF BENTONVILLE

STATE PLAT CODE:
500-19N-31W-0-19-100-04-1559

DATE: 04/11/2022
PROJECT NO: 21111400
CONTACT: R. WOODS

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

© 2022 Crafton Tull & Associates Inc.

DELTA	DESCRIPTION	DATE
1	REVISED PER CITY COMMENTS	05/02/2022

SHEET NO.:
2 OF 2

DRAWING: G:\21111400_POLICERINGINFRASTRUCTURE\SURVEY\DWG\21111400_SPLIT.DWG
LAYOUT: LAYOUT2 LAST SAVED: JB524 5/2/2022 8:39:52 AM
LAST PLOTTED BY: JOSHUA BEMBENEK 5/2/2022 9:10:11 AM [PLOTTED BY:* VALID ON HARD COPY ONLY]

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF EXISTING LOT 2, HARRIS/BDIC INDUSTRIAL PARK SUBDIVISION; CREATING NEW LOT 15 AND LOT 16 OF HARRIS/BDIC INDUSTRIAL PARK SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS22-0021).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of EXISTING LOT 2, HARRIS/BDIC INDUSTRIAL PARK SUBDIVISION creating new LOT 15 AND LOT 16 OF HARRIS BDIC INDUSTRIAL PARK SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 17, 2022;

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

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

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

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

Section 1: That the lot split of EXISTING LOT 2, HARRIS/BDIC INDUSTRIAL PARK SUBDIVISION creating new LOT 15 AND LOT 16 OF HARRIS BDIC INDUSTRIAL 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 lot split by certifying said acceptance on the approved lot split;

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 _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

Ryron LLC

404 SE G Street

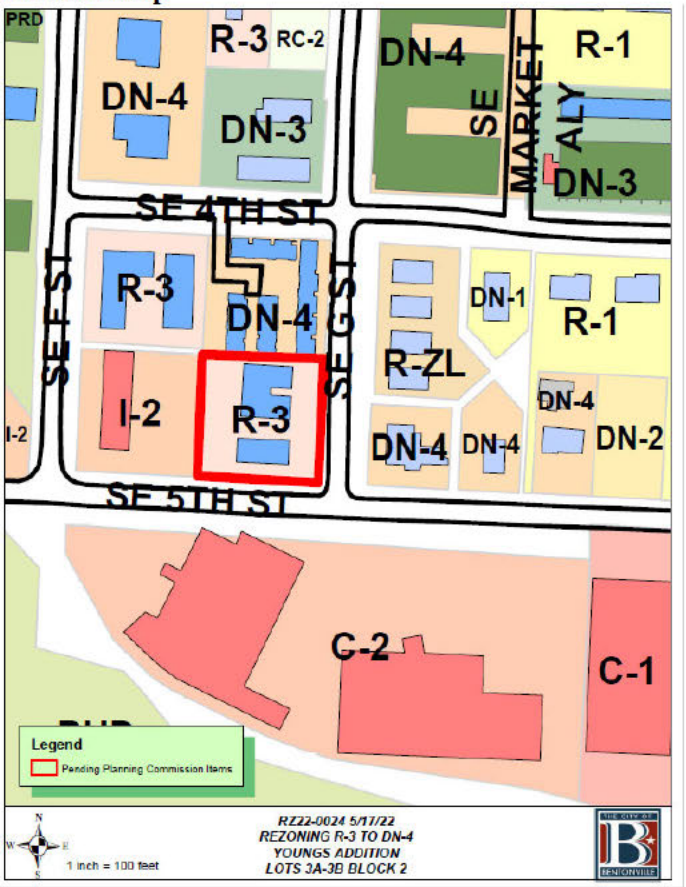
PC Date: 5/17/2022

Reviewer: Christopher Hyatt, Planning Technician

Project Number	RZ22-0024
Applicant / Current Owner	Swope Engineering / Ryron LLC
Site Area	+/- 0.52 acres
Current Zoning	R-3, Medium-High Density Multifamily Residential
Requested Zoning	DN-4, Downtown Mixed-Use Residential
Future Land Use Map Designation	Medium-Density Residential (MDR)

https://arcg.is/08HvK8

Location Map



Property Description

This property is located at 404 SE G Street. The property is surrounded by DN-4, Downtown Mixed-Use Residential and R-3, Medium-High Density Multifamily Residential to the north, C-2, General Commercial to the south, DN-4, Downtown Mixed-Use Residential and R-ZL, Zero Lot line Residential to the east, and I-2, Heavy Industrial to the west.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Medium-Density Residential. These areas typically include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The 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.

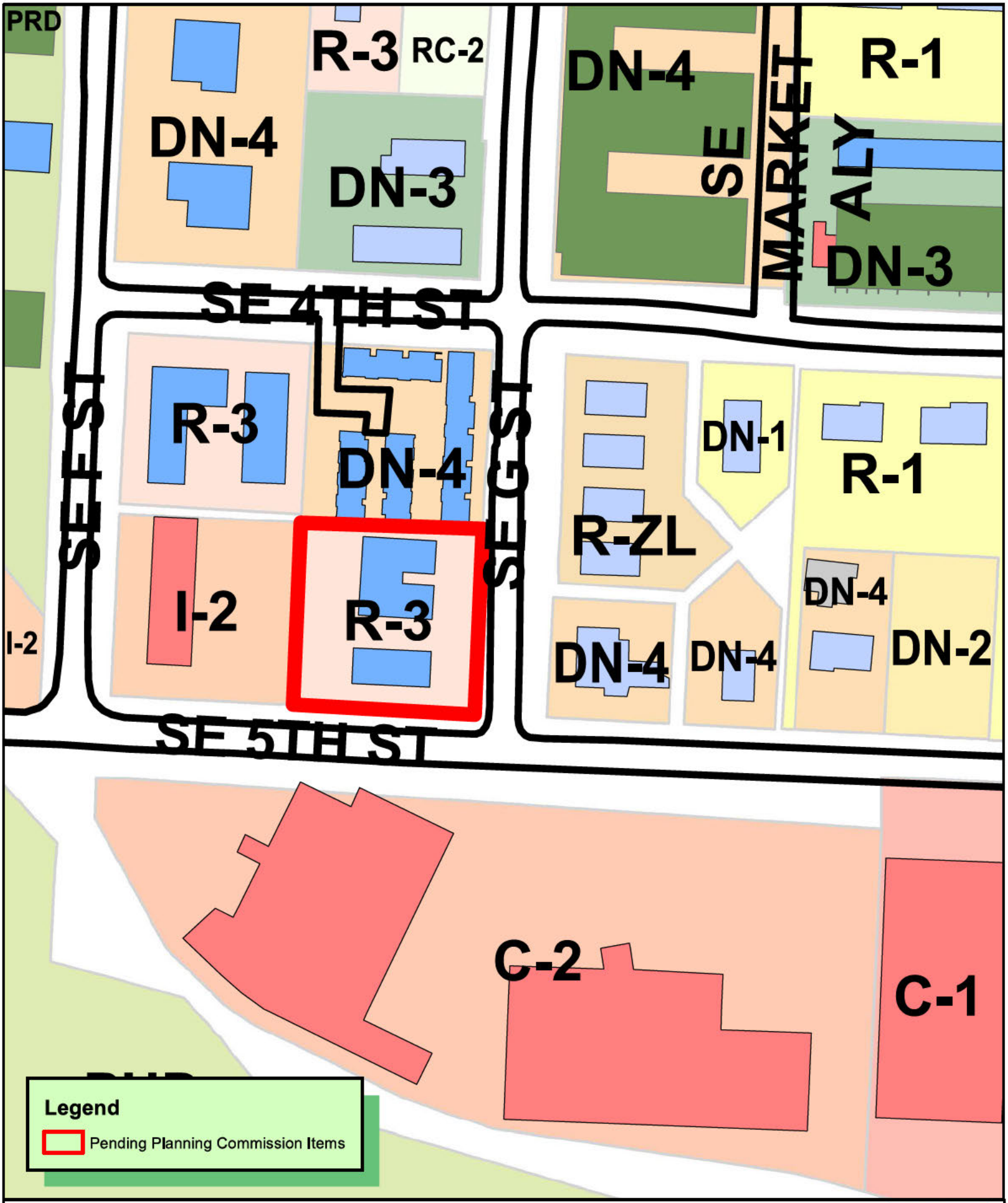
Analysis

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

While the rezoning request is not consistent with the Future Land Use Plan of Medium Density Residential, the property directly across the street has had numerous uses from a coffee shop to vendor space, electronics shop, and now professional office space. There is a salvage/storage yard in the general area to the west at 701 SE 5th Street, apartments at 404 and 408 SE G Street, and higher density single-family to the north. It has transitioned from single-family to high-density residential due to its proximity to The Momentary and the commercial development.

Conclusion

This rezoning request is not consistent with the current Land Use Plan, however, some adjacent zoning districts surrounding the property allow for more intense uses and may lend credence to the requested change to the Future Land Use Map and zoning of this property.


PRD
R-3
RC-2
DN-4
DN-3
DN-4
SE
MARKET
ALY
R-1
DN-3
SE 4TH ST
SE F ST
SE G ST
R-3
DN-4
DN-1
R-1
R-ZL
I-2
R-3
DN-4
DN-4
DN-4
DN-2
I-2
SE 5TH ST
C-2
C-1
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
RZ22-0024 5/17/22
REZONING R-3 TO DN-4
YOUNGS ADDITION
LOTS 3A-3B BLOCK 2
THE CITY OF
BENTONVILLE

SWOPE
ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com

March 30, 2022

City of Bentonville
305 SW A Street
Bentonville, AR

RE: Rezone, Youngs Addition, Parcels 01-04683-000, 01-04684-000

Planning Department,

Please accept this rezoning of land from R3 to DN-4. The developer intends to develop multi-family residential on the referenced property. There are no pending land sales. The traffic in the area is moderate due to its frontage along SE G St. and SE 5th St. This project will not significantly impact traffic (or itself be impacted) due to its proximity to the intersection. No signage is currently proposed, but any proposed signage would meet city requirements.

We would like to request that the land for these properties be changed to High Density Residential.

The potential developments will use high quality building materials and will comply with all the city's architectural requirements.

The land has direct access to both water and sewer lines.

Sincerely

[redacted]

Phil Swope, PE
Project Engineer

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

DN-4, Downtown Mixed-use Residential

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

Building Types Allowed:

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

Maximum Height Allowed:

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

Lot and Area Standards:

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

Setback Standards:

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

.

Updated 11-09-2021

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

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

Garage Setback Standards (generally for DN districts – additional requirements may apply):

Prohibited in front yards. Garages, parking lots or designated parking spaces are prohibited in the front yard and corner side yard.

Attached garages. Garages may be attached to the primary structure. However, if the garage is attached, it must be located and oriented in such a way that it does not protrude from the side façade of the primary building in order to be visible from the public street.

Detached garages. Detached garages shall be located to the rear of the primary structure.

Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

Detached garages. Detached garages must be separated from the primary structure by a minimum of 10'.

Garages with alley access. Garages with alley access must be setback 8' from the alley.

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

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

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

Updated 11-09-2021

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DN-4, Downtown Mixed-use Residential

Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - condominium Dwelling - modular Dwelling - multi-family Dwelling - multi-family - end block Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - townhouse or rowhouse - end block Dwelling - two-family Residential facility - assisted living **Recreation, Education & Assembly** Park – mini **Services** Child care – registered family home (5 children) Personal services **Retail** Mobile food vendor	**Agriculture and Animals** Urban farm **Residential** Home occupation - type b **Recreation, Education & Assembly** Cultural studio Educational facility Event center Museum Religious facilities **Services** Adult day care Cemetery or mausoleum Child care – licensed center Child care – licensed family home (6-16 children) Lodging - bed & breakfast Public safety services **Retail** Artisan shop Bakery **Transportation / Utilities** Utility facility Wireless communication facility (cell towers) **Other** Temporary uses	**Agriculture and Animals** Community garden **Residential** Dwelling - accessory Home occupation - type a **Services** Office Medical services – doctor office **Retail** Restaurant Restaurant, microbrewery Retail Sidewalk café in public right-of-way **Transportation / Utilities** Solar energy system Wind energy system, small **Other** Building, accessory - nonresidential Donation box

CONDITIONAL ACCESSORY USE
Packaged sale of beer and/or light wine Packaged sale of beer, light wine and/or spirits

Updated 11-09-2021

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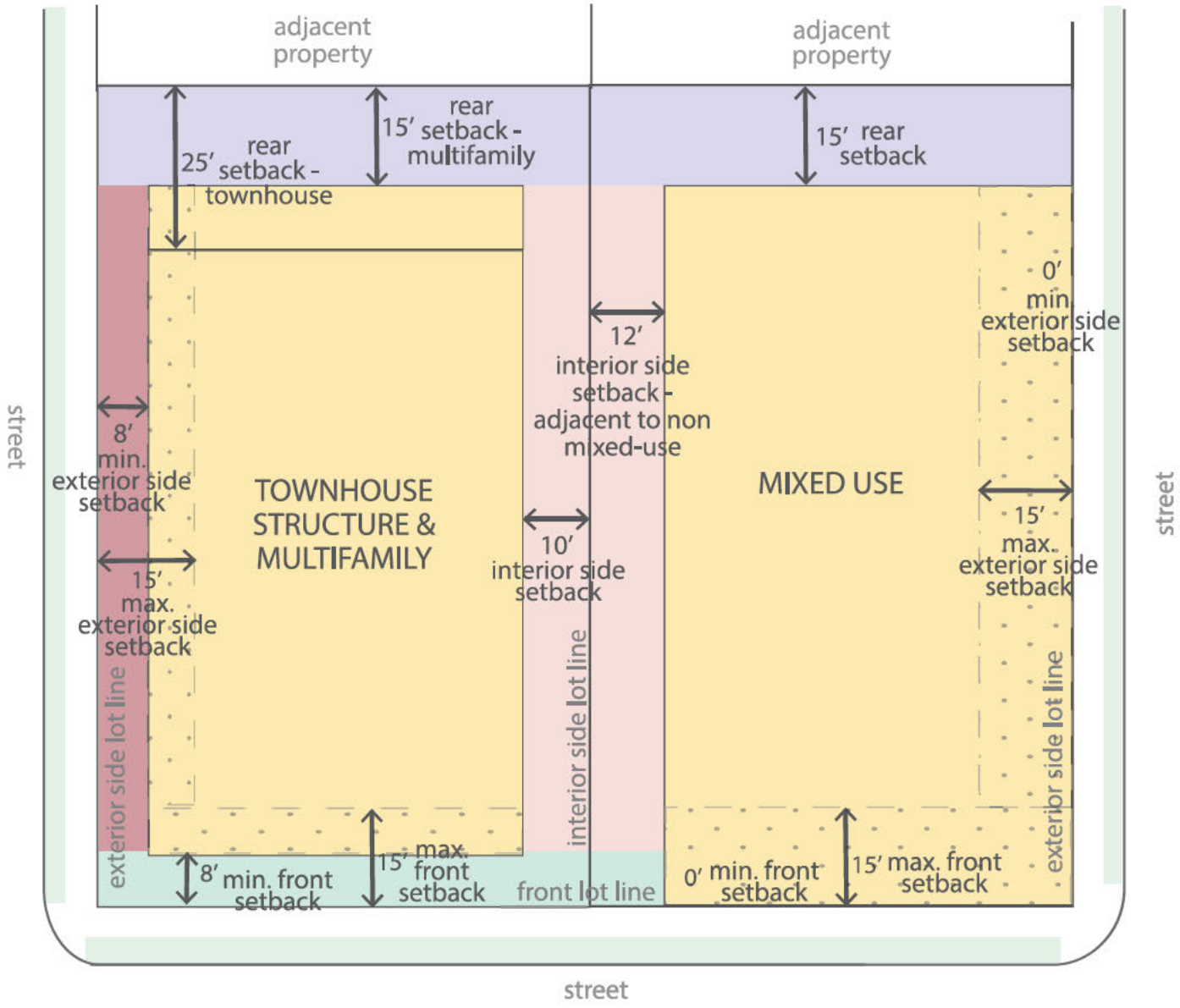
DN-4, Downtown Mixed-Use Residential

Setback Illustration



RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE MAP FOR A SPECIFIC AREA FROM MEDIUM-DENSITY RESIDENTIAL TO HIGH-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER: RZ22-0024).

WHEREAS, RyRon, 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 HIGH-DENSITY RESIDENTIAL, which property is described as follows:

LOTS 3A & 3B, BLOCK 2 OF YOUNG'S ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED UNDER BOOK 19 AND PAGE 260, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 17, 2022 at the Council Chambers of the City of Bentonville;

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

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

NOW, THEREFORE, BE IT RESOLVED 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 HIGH-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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

Section 3 - Severability Provision: If any part of this Resolution 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 Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED this ___ day of _____, 2022.

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-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL TO DN-4, DOWNTOWN MIXED-USE RESIDENTIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER:RZ22-0024).

WHEREAS, RyRon, 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-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOTS 3A & 3B, BLOCK 2 OF YOUNG'S ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED UNDER BOOK 19 AND PAGE 260, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 17, 2022 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIALDN-4, DOWNTOWN MIXED-USE RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-3, MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE RESIDENTIAL toDN-4, DOWNTOWN MIXED-USE RESIDENTIAL be used in accordance with the city zoning laws and state laws;

Section 2 - 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 3 - 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 _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

Wilkinson

401 SE C Street

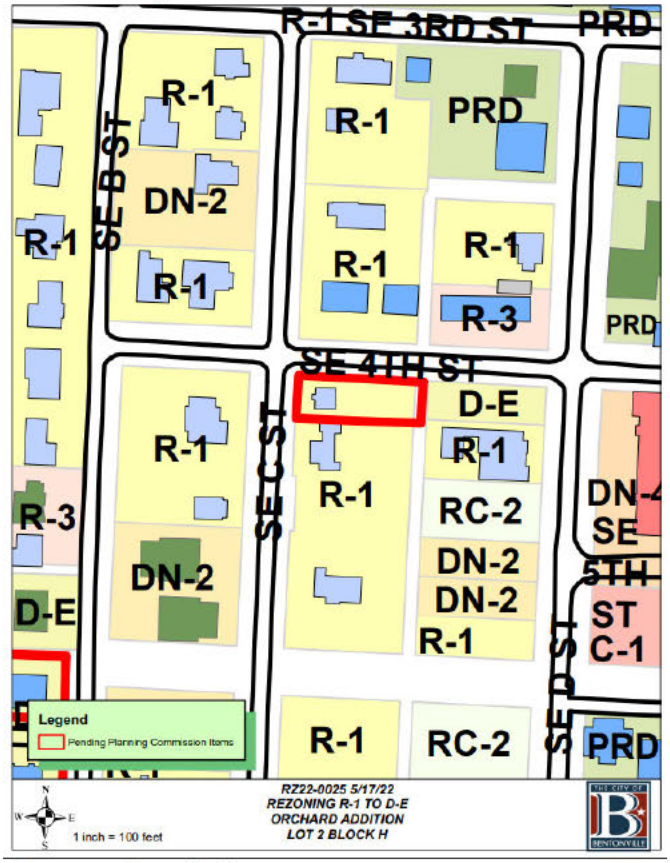
PC Date: 5/17/2022

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	RZ22-0025
Applicant / Current Owner	Wilkinson
Site Area	+/- 0.17 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DE, Downtown Edge
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 401 SE C Street and is currently zoned R-1. Adjacent zoning districts are R-1, Low Density Single-Family Residential to the north, south, and west, east and DE, Downtown Edge to the east.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Medium Density Residential. These areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The applicant requests a change in the Future Land Use Plan to Downtown Commercial which is the only land use classification that would support the requested DE zoning district. 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.

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 and around Downtown Bentonville.

Public Comment

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

Analysis

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

This request is not consistent with the Future Land Use Plan, however, it is consistent with some of the surrounding zoning districts and development patterns located to the east.

Conclusion

This rezoning request is not consistent with the current Land Use Plan, however some adjacent zoning districts located immediately to the east already allow for more intense uses and may lend credence to the requested change to the Future Land Use Map and zoning of this property.

Memorandum

To: City Council, Mayor Orman
From: Tyler Overstreet, Planning Services Manager, AICP
Date: May 18, 2022
RE: Wilkinson RZ22-0025

The Planning Commission heard a Future Land Use Map Amendment and Rezoning request for 401 SE C Street at the May 17, 2022 Planning Commission Meeting. The applicant requested a change in the Future Land Use Map from Medium-Density Residential to Downtown Commercial. The applicant requested a rezoning from R-1, Low-Density Single-Family Residential to DE, Downtown Edge.

During the meeting the Planning Commission voted to deny the Future Land Use Map amendment by a vote of 5-1. **The Future Land Use for this piece of property is still Medium-Density Residential.**

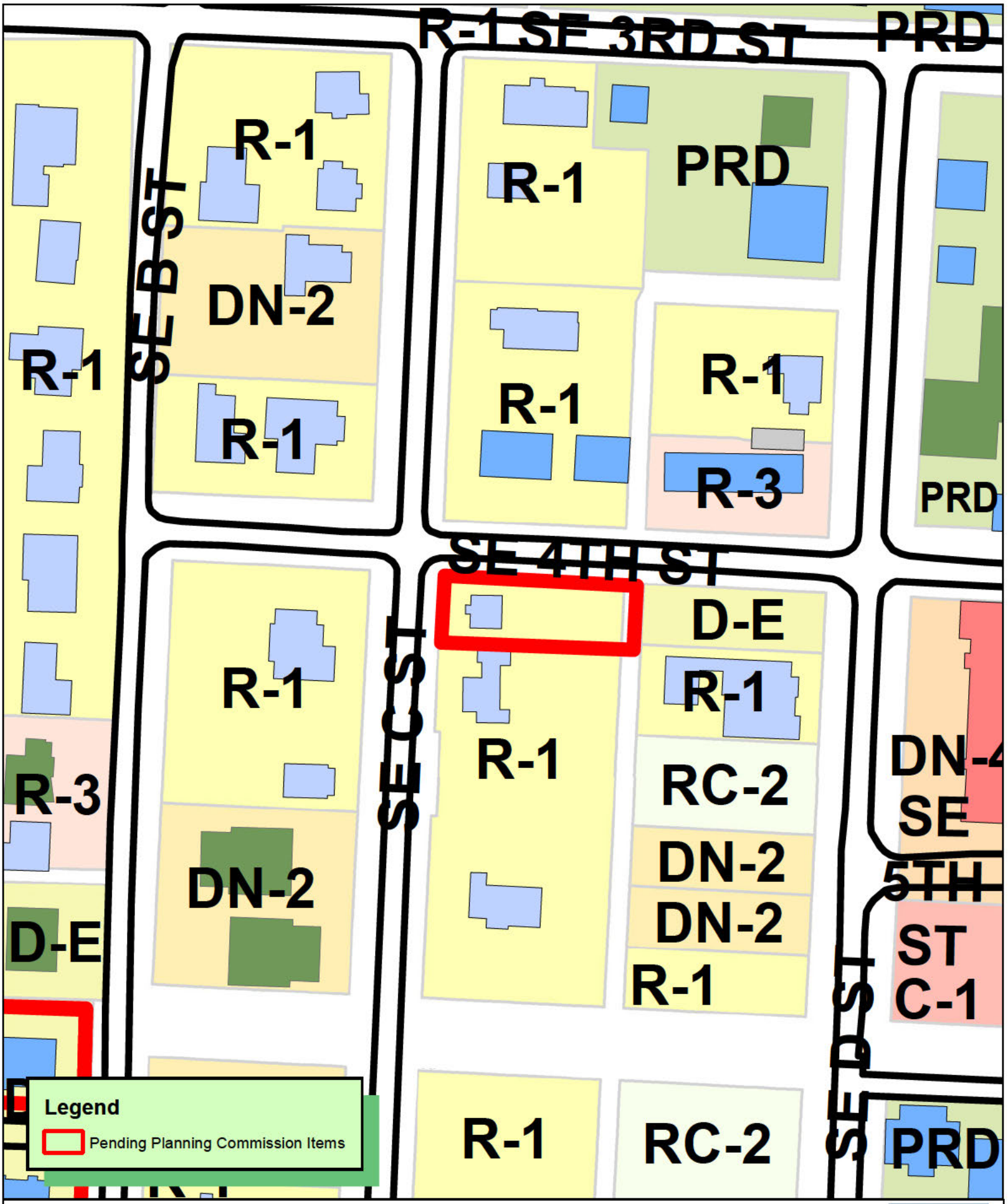
Based upon the Planning Commission's decision, the applicant amended their rezoning request from DE, Downtown Edge to DN-2, Downtown Medium-Density Residential. **The Planning Commission, by a vote of 6-0, voted to approve the rezoning request from R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium-Density Residential.**

Rezoning the property from R-1 to DN-2 is consistent with the Future Land Use Plan for this piece of property. According to the Future Land Use Map and Zoning District Alignment Policy, property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Medium-Density Residential should be zoned either DN-2 or PRD. **Based upon this information, staff recommends approval of the rezoning request from R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium-Density Residential.**

Let me know how else I can help. Do not hesitate to reach out with any questions.

Regards,

Tyler Overstreet
Planning Services Manager, AICP



RZ22-0025 5/17/22
REZONING R-1 TO D-E
ORCHARD ADDITION
LOT 2 BLOCK H

SWOPE
ENGINEERING
Civil Engineering and Land Surveying
www.swopeengineering.com

March 31st, 2022

City of Bentonville
305 SW A Street
Bentonville, AR

RE: Rezone, 401 SE C Street

Planning Department,

Please accept this rezoning of land from R-1 to DE. The owner intends to develop a future project in compliance with the DE development standards of the Bentonville Zoning Code.

The reason for the rezone from R-1 to DE would allow for a future development consistent with Downtown Edge development standards. While this property is listed on the Land Use Plan as medium-density residential, the neighbor at 402 SE D Street is zoned DE, so this would only extend Downtown Edge one property further west. This rezone would provide a needed buffer from heavy commercial that is two properties east.

Zoning designations adjacent to this parcel include R-3, R-1, and DE. The rezone to DE aligns with adjacent higher density properties.

The parcel will be used for a future development project that will align with DE zoning and development code, the future land use plan and Priority Area 1-Downtown Intensification of the City Council adopted Bentonville Community Plan.

While there are no current development plans for this site, additional residential and or commercial 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.

The developer will use modern design standards in compliance with the City of Bentonville development code to positively improve the character of existing neighborhoods and increase attainable infill housing options around Bentonville. This future development will follow that same standard and be thoughtfully designed to offer similar aesthetics, quality and community feel.

Water, sewer, and electric are all on-site.

[redacted]

Phil Swope, PE
Project Engineer

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-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ22-0025).

WHEREAS, Shane M. and Keri Y. Wilkinson 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 DE, DOWNTOWN EDGE to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 2, BLOCK H, ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD A AT PAGE 89 AND PLAT RECORD B AT PAGE 27 SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 17, 2022 in the Council Chambers of the City of Bentonville;

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;

WHEREAS, after conclusion of the public hearing, and Planning Commission denial of the Resolution to amend the Future Land Use Map to Downtown Commercial, the applicant amended the rezone request petitioning instead 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-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 2, BLOCK H, ORCHARD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD A AT PAGE 89 AND PLAT RECORD B AT PAGE 27 SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the amended petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIALDE, DOWNTOWN EDGE.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL toDE, DOWNTOWN EDGE be used in accordance with the city zoning laws and state laws;

Section 2 - 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 3 - 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 _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

McDowell

102 NE F Street

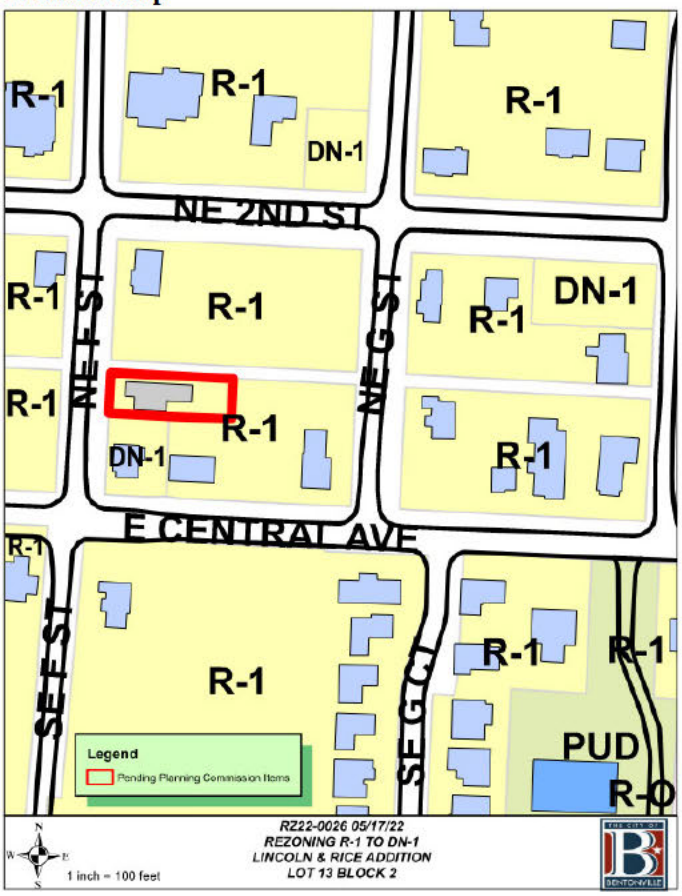
PC Date: 5/17/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ22-0026
Applicant / Current Owner	John C. McDowell and Dawn V. McDowell
Site Area	+/- 0.17 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-1, Downtown Low-Density Residential
Future Land Use Map Designation	Low-Density Residential (LDR)

https://arcg.is/08HvK8

Location Map



Property Description

This property is located at 102 NE F Street. The property is surrounded by R-1, Low Density Single Family Residential to the north, east, and west, and DN-1, Downtown Low Density Residential to the south.

Relationship to the Bentonville Community Plan

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

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

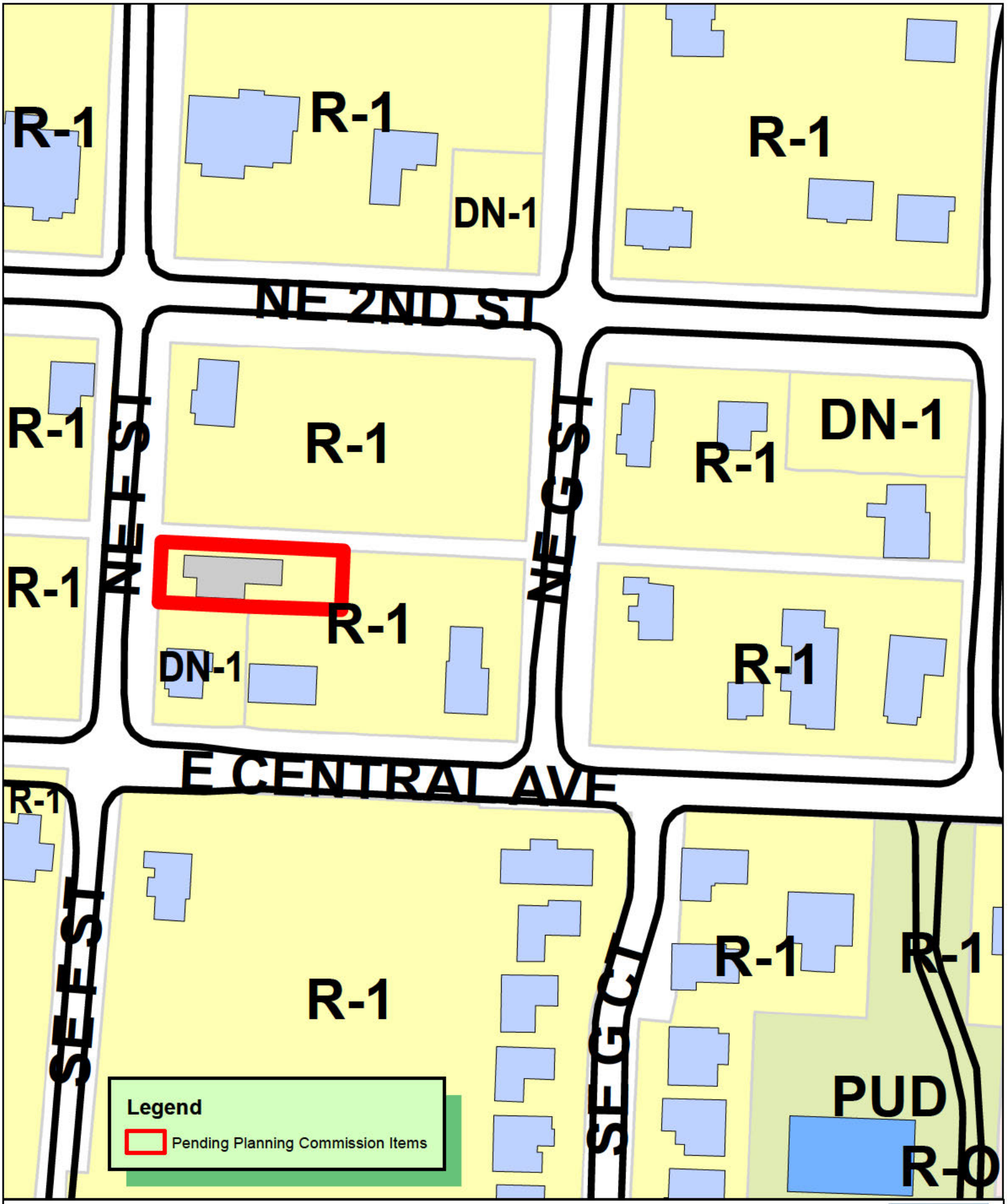
The DN-1 district intends to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Low-Density Residential should be zoned either DN-1 or PRD.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-1 zoning districts in the immediate area.

Conclusion

This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.



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1 inch = 100 feet

RZ22-0026 05/17/22
REZONING R-1 TO DN-1
LINCOLN & RICE ADDITION
LOT 13 BLOCK 2

THE CITY OF BENTONVILLE

Narrative
Parcel 001-3249-000
102 NE F Street
Bentonville AR

I am requesting that this property be rezoned from R-1 to DN-1 which aligns with the Future Land Use Plan. Adjacent lot at 701 E. Central is already rezoned to DN-1. In the future we plan to adjust the property lines with an adjoining lot which we also own. At that time, we will submit a fence plan for approval, noting that the DN-1 will allow fences up to 8 ft.

The lot will remain a low-density single home property with no changes to Use, Signage, or Appearance. City water or sewer lines will remain unchanged.

Thank you for your consideration

[redacted]

John McDowell

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

DN-1, Downtown Low Density Residential

The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

Building Types Allowed:

	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-1	•						

Maximum Height Allowed:

District	Single-family	Two-family	Townhouse	Multi-family	Mixed-use
DN-1	36 ft.	--	--	--	--

Lot and Area Standards:

District	Building type	Min. Lot Area (sq. ft.)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage	
				Min. Lot Width	Max. Lot Width	Interior lot	Exterior lot
DN-1	Single-family	5,000	-	50'	-	40%	45%

Setback Standards:

District	Building type	Front Yard		Side Yard				Rear Yard
				Exterior Side Yard		Interior Side Yard		
		Min.	Max.	Min.	Max.	Detached Yard	Attached Yard	
DN-1	All	15’	25’	15’	-	7’	0’	25’

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

Updated 11-09-21

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

DN-1, Downtown Low Density Residential

Garage Setback Standards (generally for DN districts – additional requirements may apply):

Prohibited in front yards. Garages, parking lots or designated parking spaces are prohibited in the front yard and corner side yard.

Attached garages. Garages may be attached to the primary structure. However, if the garage is attached, it must be located and oriented in such a way that it does not protrude from the side façade of the primary building in order to be visible from the public street.

Detached garages. Detached garages shall be located to the rear of the primary structure.

Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

Detached garages. Detached garages must be separated from the primary structure by a minimum of 10'.

Garages with alley access. Garages with alley access must be setback 8' from the alley.

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

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

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

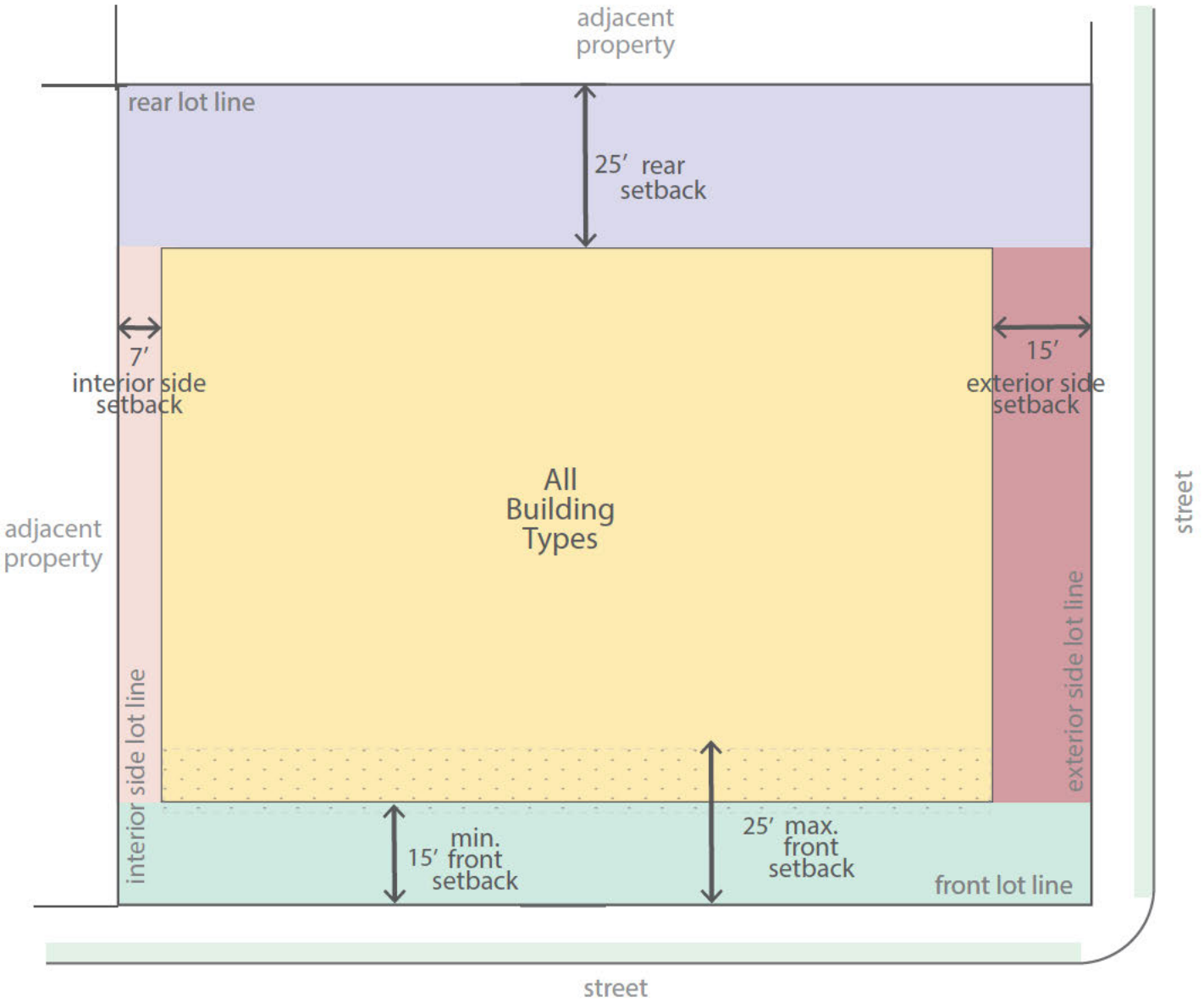
Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - modular **Recreation, Education & Assembly** Park - mini Park – neighborhood **Services** Child care – registered family home (5 children)	**Agriculture and Animals** Urban farm **Residential** Home occupation - type b **Recreation, Education & Assembly** Educational facility Museum Religious facilities **Services** Adult day care Cemetery or mausoleum Child care – licensed family home (6-16 children) Public safety services **Transportation / Utilities** Utility facility Wireless communication facility (cell towers) **Other** Temporary uses	**Agriculture and Animals** Community garden **Residential** Dwelling - accessory Home occupation - type a **Transportation / Utilities** Solar energy system Wind energy system, small **Other** Building, accessory – nonresidential Donation boxes

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

DN-1, Downtown Low Density Residential

Setback Illustration



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-1, DOWNTOWN LOW-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER: RZ22-0026).

WHEREAS, John McDowell 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-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 13, BLOCK 2 OF LINCOLN & RICE SUBDIVISION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED UNDER BOOK 2013 AND PAGE 48747, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 17, 2022 in the Council Chambers of the City of Bentonville;

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-1, DOWNTOWN LOW-DENSITY RESIDENTIALDN-1, DOWNTOWN LOW-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-1, DOWNTOWN LOW-DENSITY RESIDENTIAL toDN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL be used in accordance with the city zoning laws and state laws;

Section 2 - 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 3 - 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 _____, 2022.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

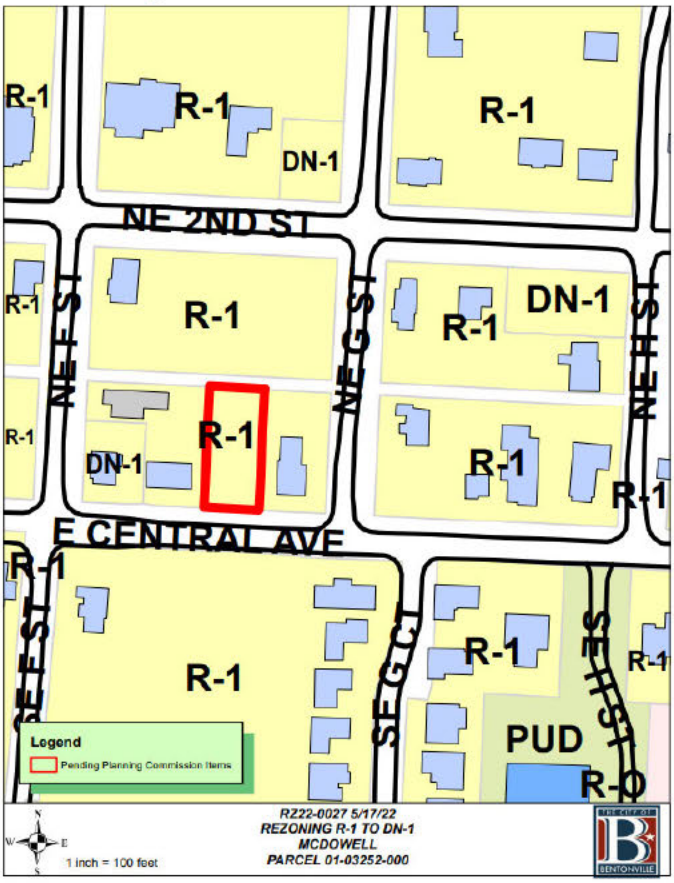
Chatsworth Holdings, LLC

707 East Central Avenue
PC Date: 5/17/2022
Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	RZ22-0027
Applicant / Current Owner	Chatsworth Holdings, LLC
Site Area	+/- 0.24 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-1, Downtown Low-Density Residential
Future Land Use Map Designation	Low-Density Residential (LDR)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 707 East Central Avenue. The property is surrounded by R-1, Low Density Single Family Residential to the north, east, and west, and DN-1, Downtown Low Density Residential to the south.

Relationship to the Bentonville Community Plan
The Future Land Use Plan currently depicts this property as Low Density Residential. These areas typically include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

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).

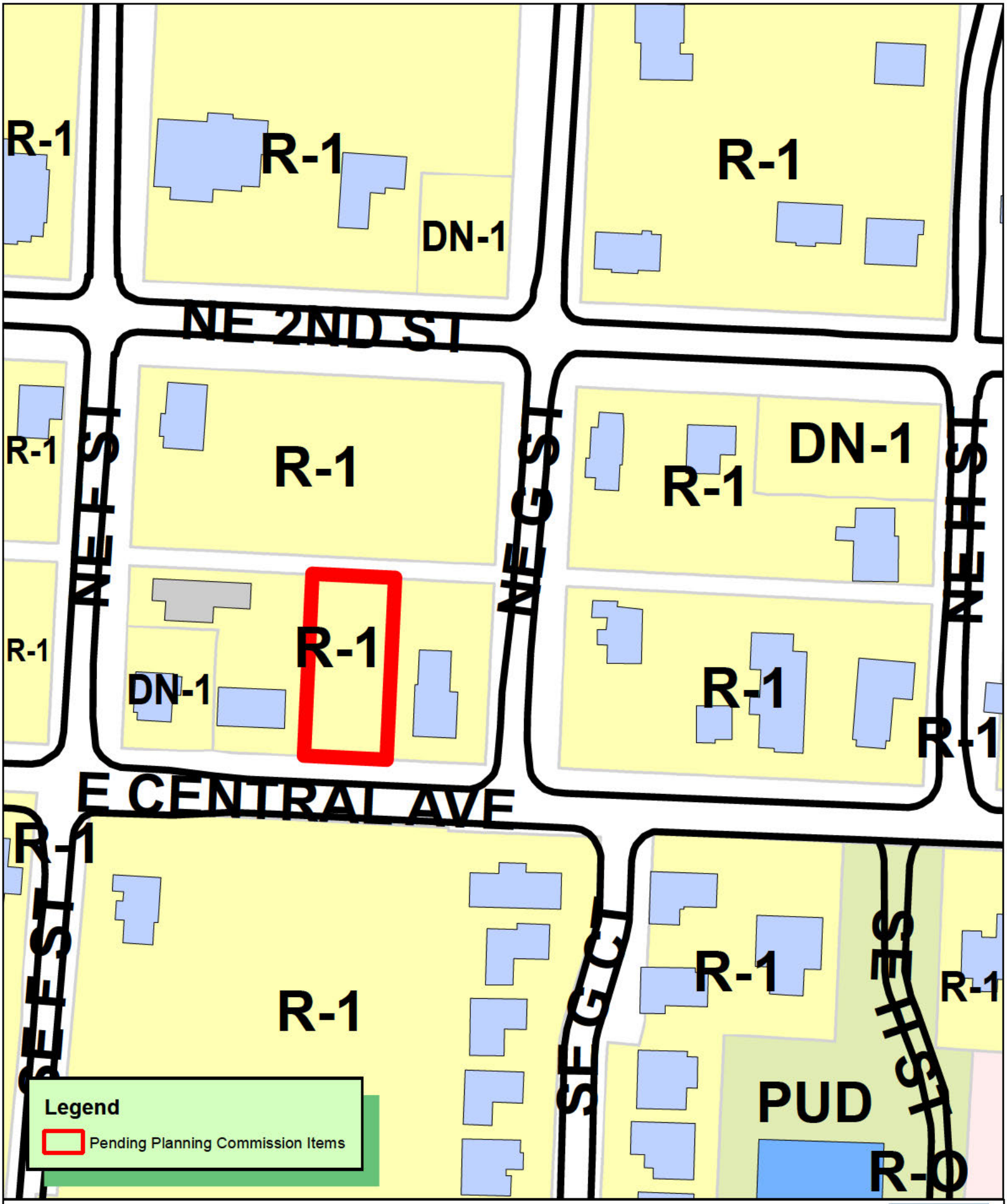
Public Comment
At the time of writing this staff report, staff has not received public comment on this item.

Analysis
The DN-1 district intends to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This request is consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Low-Density Residential should be zoned either DN-1 or PRD.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-1 zoning districts in the immediate area.

Conclusion
This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses.



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1 inch = 100 feet

RZ22-0027 5/17/22
REZONING R-1 TO DN-1
MCDOWELL
PARCEL 01-03252-000

THE CITY OF BENTONVILLE

Narrative
Parcel 001-03252-000
707 E. Central
Bentonville AR

I am requesting that this property be rezoned from R-1 to DN-1 which aligns with the Future Land Use Plan. Adjacent lot at 701 E. Central is already rezoned to DN-1. In the future we plan to adjust the property lines with an adjoining lot which we also own. At that time, we will submit a fence plan for approval, noting that the DN-1 will allow fences up to 8 ft.

The lot will remain a low-density single home property with no changes to Use, Signage, or Appearance. City water or sewer lines will remain unchanged.

Thank you for your consideration

John McDowell

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-1, DOWNTOWN LOW-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER:RZ22-0027).

WHEREAS, Chatsworth 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 to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 10 AND THE WEST 18 FEET OF LOT 11, BLOCK 2 LINCOLN & RICE ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED UNDER BOOK B AND PAGE 101, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 17, 2022 in the Council Chambers of the City of Bentonville;

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-1, DOWNTOWN LOW-DENSITY RESIDENTIALDN-1, DOWNTOWN LOW-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-1, DOWNTOWN LOW-DENSITY RESIDENTIAL toDN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL be used in accordance with the city zoning laws and state laws;

Section 2 - 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 3 - 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 _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Black Apple Creek, LLC

NW C Street

PC Date: 5/17/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ22-0029
Applicant / Current Owner	Black Apple Creek, LLC
Site Area	+/- 7.92 acres
Current Zoning	PRD, Planned Residential Development
Requested Zoning	DN-1, Downtown Low-Density Residential
Future Land Use Map Designation	Medium-Density Residential (MDR)

https://arcg.is/08HvK8

Location Map

Property Description

This property is located at NW C Street. The property is surrounded by R-1, Low Density Single Family Residential to the north, south, east, and west, and DN-2, Downtown Medium Density Residential to the east.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Medium Density Residential. These areas typically 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 include local amenities for residents, including neighborhood parks, places of worship, etc.

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 received public comment on this item stating no objection.

Analysis

The DN-1 district intends to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This request is not consistent with the Future Land Use Map and Zoning District Alignment Policy which states that property in Priority Area 1: Downtown Intensification with a Future Land Use Classification of Medium Density Residential should be zoned either DN-2, RC-2, or PRD, however, this request is for a less intense zoning district which is compatible with surrounding zoning.

A rezone to DN-1 is compatible with surrounding property zoning districts.

Conclusion

This rezoning request is compatible with surrounding land-use patterns in the immediate area and will not set a precedent contrary to the Future Land Use Plan. Staff recommends approval of the rezoning request.

R-3
R-1
NW D ST
NW 10TH ST
R-1
DN-2
R-1
PRD
NW C ST
R-1
TRAILS END LN
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Pending Planning Commission Items
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1 inch = 150 feet
RZ22-0029 5/17/22
REZONING PRD TO DN-1
NELAGONEY GLEN
68
THE CITY OF
BENTONVILLE

April 11, 2022

Bentonville Planning
305 SW "A" Street
Bentonville, AR 72712

RE: Black Apple Creek LLC Rezone (Nelagoney Glen)

Dear Tyler:

Black Apple Creek LLC would like to rezone their property located on parcel numbers 01-07022-000, 01-00427-000, 01-07024-000, and 01-00422-000 from PRD to R-1. The existing property was rezoned to PRD, but the plan was never implemented, and the owner would now like to develop the land as single family residential. The rezone would not adversely affect the surrounding properties of infrastructure.

Sincerely,

Morrison-Shipley Halff

[redacted]

M. Dirk Thibodaux, ASLA, PLA
Senior Project Manager

RZ 22-0029

NOTICE OF INTENT TO REZONE

Black Aple Creek LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

PRD to DN-1 Downtown Low Density Residential

The legal description of the property is as follows:

The common description of the property is: _____

The public hearing will be held May 17, 2022, 2022 at 4:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

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

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

_____

_____

[redacted] _____ [redacted]

Signature and Physical Address

Signature and Physical Address

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

DN-1, Downtown Low Density Residential

The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

Building Types Allowed:

	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-1	•						

Maximum Height Allowed:

District	Single-family	Two-family	Townhouse	Multi-family	Mixed-use
DN-1	36 ft.	--	--	--	--

Lot and Area Standards:

District	Building type	Min. Lot Area (sq. ft.)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage	
				Min. Lot Width	Max. Lot Width	Interior lot	Exterior lot
DN-1	Single-family	5,000	-	50'	-	40%	45%

Setback Standards:

District	Building type	Front Yard		Side Yard				Rear Yard
				Exterior Side Yard		Interior Side Yard		
		Min.	Max.	Min.	Max.	Detached Yard	Attached Yard	
DN-1	All	15’	25’	15’	-	7’	0’	25’

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

Updated 11-09-21

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
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DN-1, Downtown Low Density Residential

Garage Setback Standards (generally for DN districts – additional requirements may apply):

Prohibited in front yards. Garages, parking lots or designated parking spaces are prohibited in the front yard and corner side yard.

Attached garages. Garages may be attached to the primary structure. However, if the garage is attached, it must be located and oriented in such a way that it does not protrude from the side façade of the primary building in order to be visible from the public street.

Detached garages. Detached garages shall be located to the rear of the primary structure.

Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

Detached garages. Detached garages must be separated from the primary structure by a minimum of 10'.

Garages with alley access. Garages with alley access must be setback 8' from the alley.

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

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

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

Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - modular **Recreation, Education & Assembly** Park - mini Park – neighborhood **Services** Child care – registered family home (5 children)	**Agriculture and Animals** Urban farm **Residential** Home occupation - type b **Recreation, Education & Assembly** Educational facility Museum Religious facilities **Services** Adult day care Cemetery or mausoleum Child care – licensed family home (6-16 children) Public safety services **Transportation / Utilities** Utility facility Wireless communication facility (cell towers) **Other** Temporary uses	**Agriculture and Animals** Community garden **Residential** Dwelling - accessory Home occupation - type a **Transportation / Utilities** Solar energy system Wind energy system, small **Other** Building, accessory – nonresidential Donation boxes

Updated 11-09-21

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
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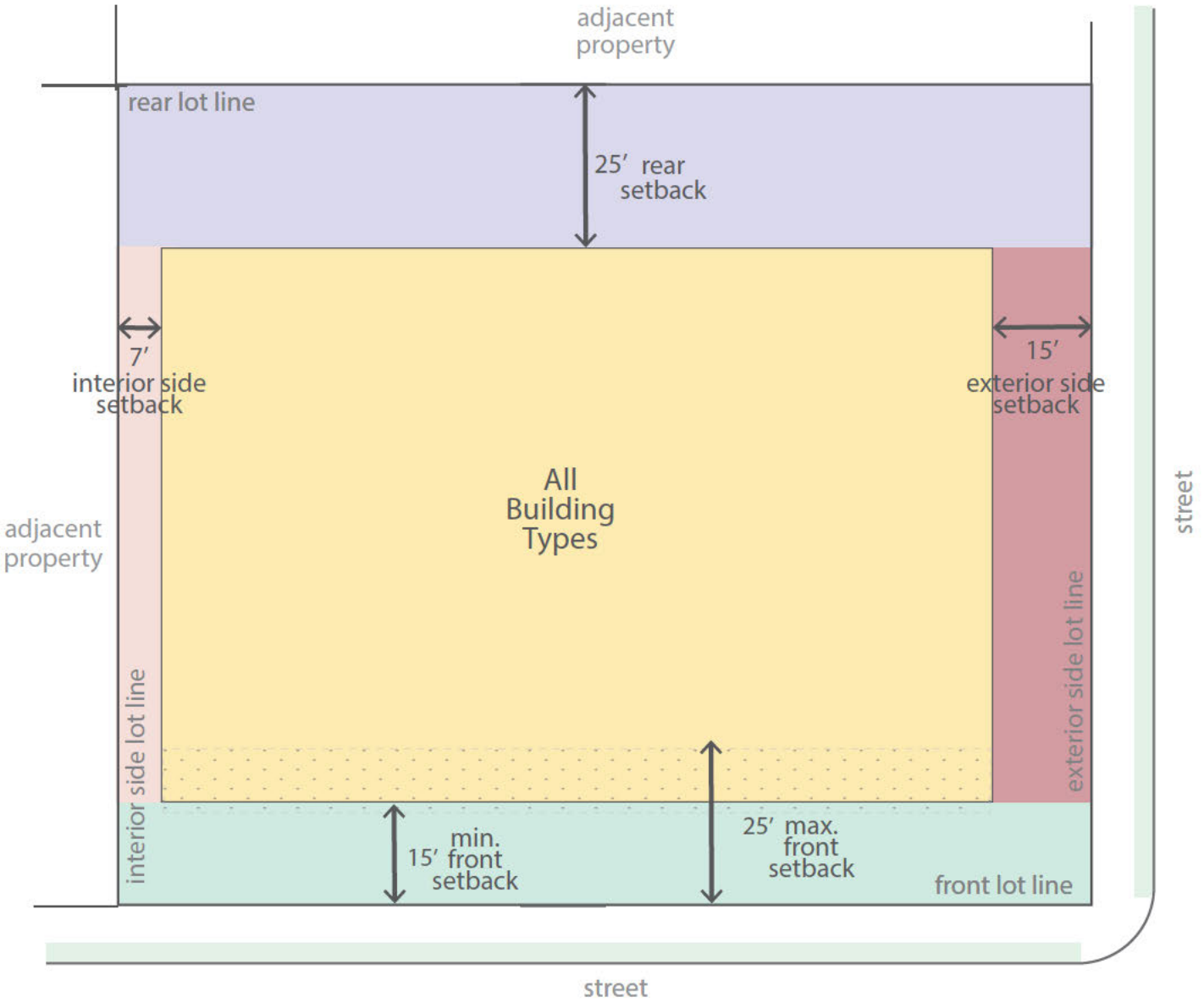
DN-1, Downtown Low Density Residential

Setback Illustration



Updated May 2020

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF PRD, PLANNED RESIDENTIAL DEVELOPMENT TO DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES. (PROJECT NUMBER:RZ22-0029).

WHEREAS, Black Apple Creek, 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 PRD, PLANNED RESIDENTIAL DEVELOPMENT to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

TRACT 1, AS FILED FOR RECORD IN PLAT BOOK I, PAGE 180, DECEMBER 19, 1968; TRACT "B" AND TRACT "C" AS FILED FOR RECORD IN PLAT BOOK 12, PAGE 72, NOVEMBER 6, 1986; LOT 1, BLACK ADDITION TO THE CITY OF BENTONVILLE, AS FILED FOR RECORD IN PLAT BOOK 20, PAGE 237, MAY 18, 1995; AND LOT 4, BLACK ADDITION TO THE CITY OF BENTONVILLE, AS FILED FOR RECORD IN PLAT BOOK 2006, PAGE 9, JANUARY 3, 2006; ALL BEING PART OF THE NORTHWEST QUARTER NORTHEAST QUARTER (NW1/4 NE1/4), SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, THE EXTERIOR PERIMETER OF THESE COMBINED TRACTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER NORTHEAST QUARTER (NW1/4 NE1/4) OF SECTION 30; THENCE BY BEARING AND DISTANCE THE FOLLOWING COURSES (BASIS OF BEARING, GRID NORTH), SOUTH 01°42'22" WEST A DISTANCE OF 782.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°42'22" WEST A DISTANCE OF 174.00 FEET; THENCE SOUTH 87°23'42" EAST A DISTANCE OF 33.09 FEET; THENCE SOUTH 01°52'09" WEST A DISTANCE OF 318.22 FEET; THENCE SOUTH 87°22'45" EAST A DISTANCE OF 126.52 FEET; THENCE SOUTH 02°02'19" WEST A DISTANCE OF 45.12 FEET; THENCE SOUTH 84°14'30" EAST A DISTANCE OF 34.38 FEET; THENCE SOUTH 87°37'22" EAST A DISTANCE OF 392.86 FEET; THENCE NORTH 02°47'29" EAST A DISTANCE OF 628.63 FEET; THENCE NORTH 41°40'31" WEST A DISTANCE OF 198.85 FEET; THENCE SOUTH 39°20'00" WEST A DISTANCE OF 258.40

FEET; THENCE SOUTH 87°39'14" WEST A DISTANCE OF 303.88 FEET TO THE POINT OF BEGINNING.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 17, 2022 in the Council Chambers of the City of Bentonville;

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 PRD, PLANNED RESIDENTIAL DEVELOPMENT to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIALDN-1, DOWNTOWN LOW-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 PRD, PLANNED RESIDENTIAL DEVELOPMENT to DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL toDN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL be used in accordance with the city zoning laws and state laws;

Section 2 - 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 3 - 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 _____, 2022.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

Walmart Campus PUD Amendment

301 SE J Street

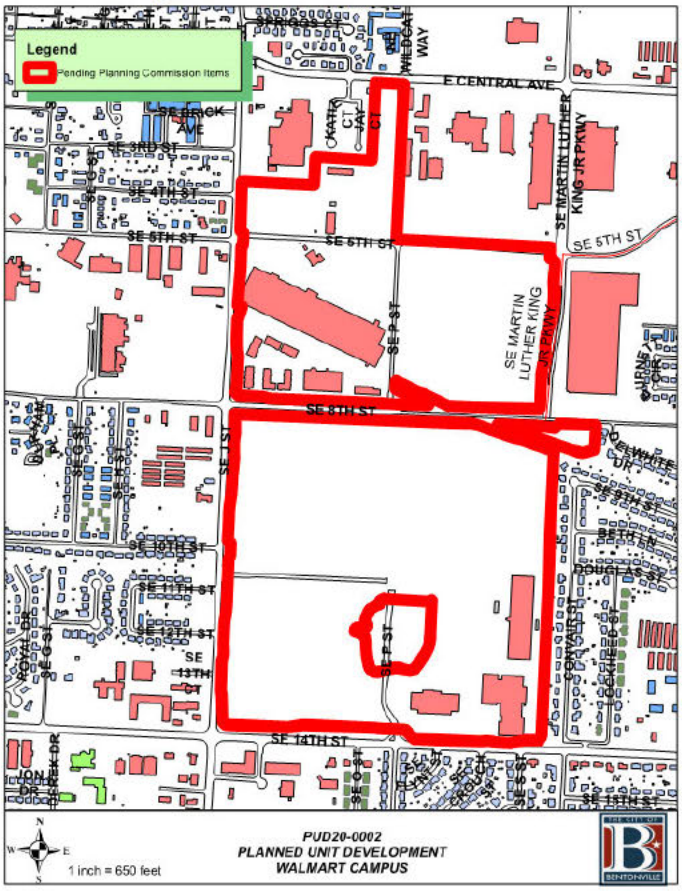
PC Date: 5/17/2022

Reviewer: Tyler Overstreet, Senior Planner, AICP

Project Number	PUD20-0002
Applicant / Current Owner	Wal-Mart Stores, Inc. PO Box 8050 Bentonville, AR 72712
Site Area	+/- 231 acres
Current Zoning	I-2, Heavy Industrial, R-3, Medium-Density Residential, R-O, Residential Office, and C-2, General Commercial
Requested Zoning	PUD, Planned Unit Development
Future Land Use Map Designation	General Commercial

https://arcg.is/08HvK8

Location Map



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

Amendment Description

The applicant requests an amendment to the previously approved Walmart Campus Planned Unit Development to add the North and South CUP, an electric substation, two additional surface parking lots, and Zone 2S to the PUD. Zone 2S includes a hotel and a welcome center for the campus.

Project Description

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

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

Relationship to the General Plan

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

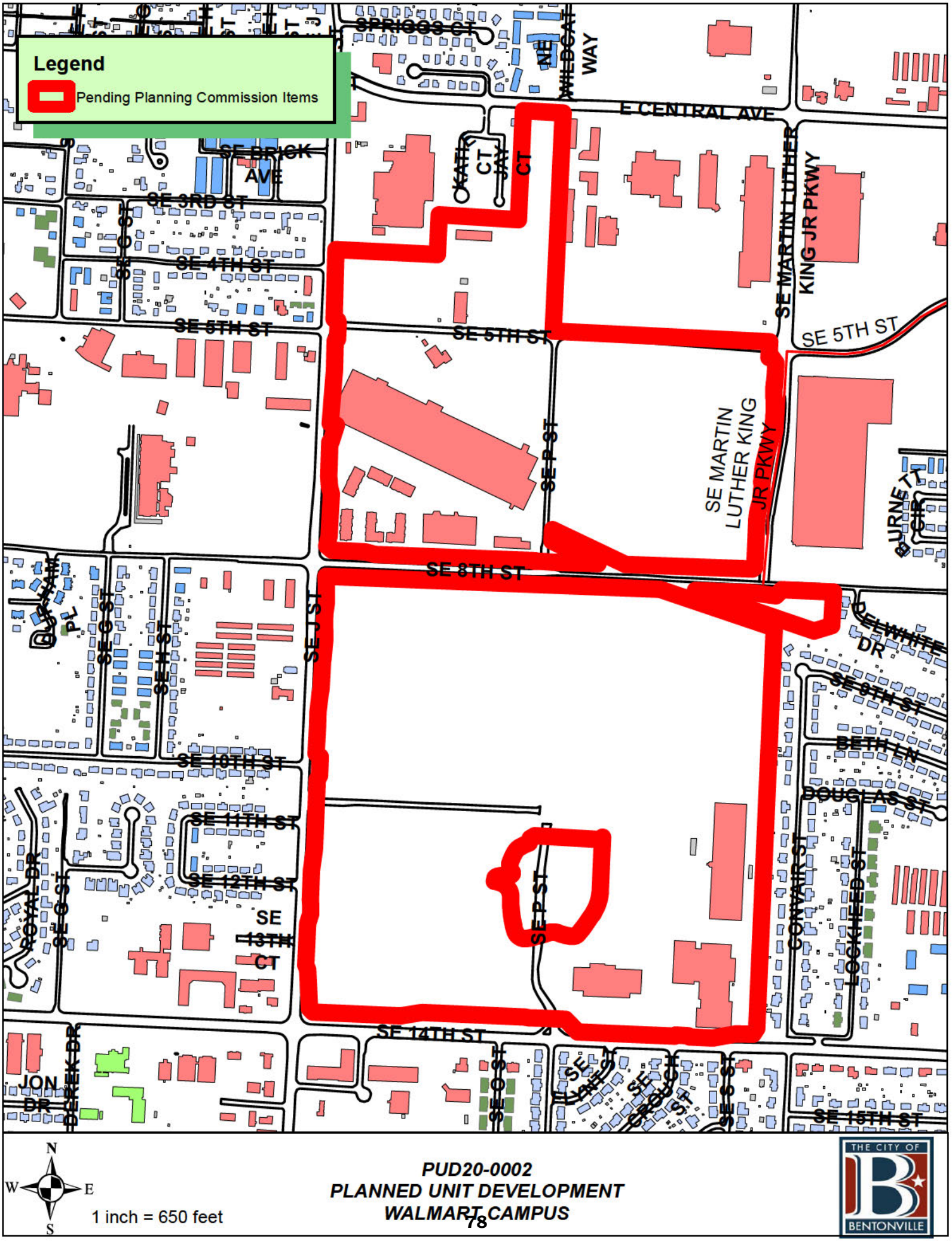
Public Comment

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

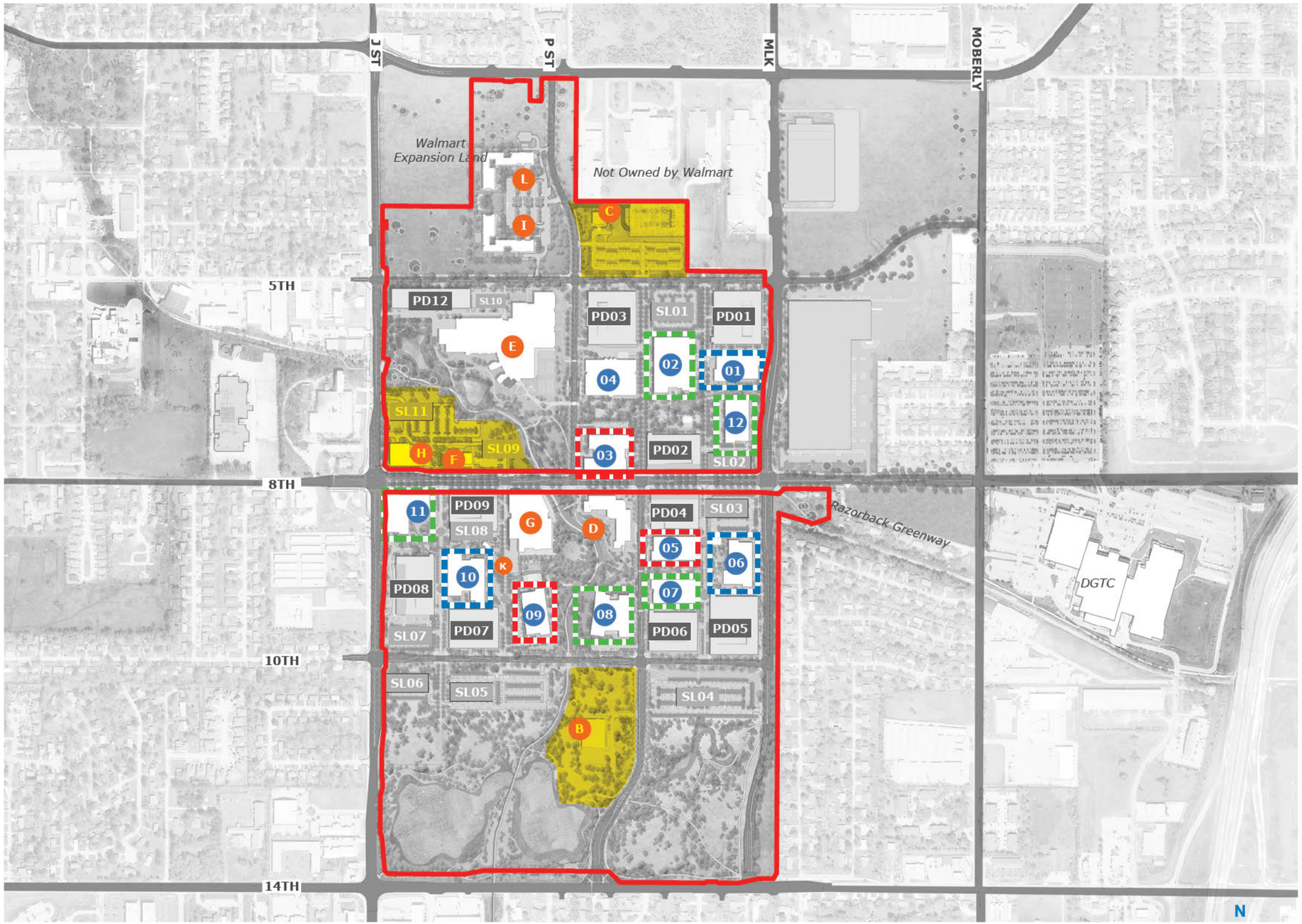
Conclusion
According to the applicant's narrative the purpose of their Planned Unit Development is to provide a smart and sustainable design and a connected campus rooted in the community. The Campus seeks to meet these goals through the use of local materials, environmentally friendly design, connection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

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

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

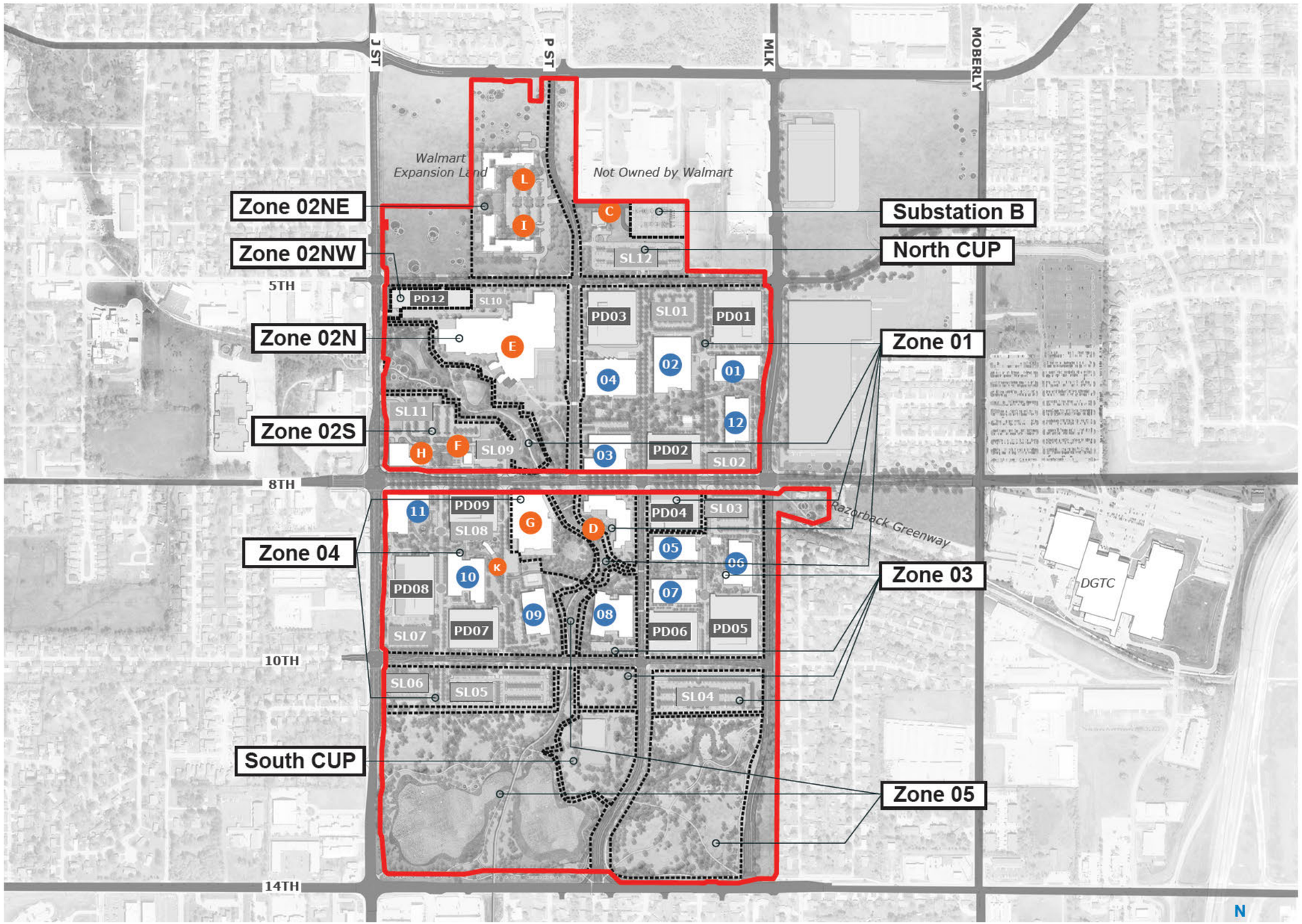


PUD20-0002
PLANNED UNIT DEVELOPMENT
WALMART CAMPUS



Legend

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



Legend

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF I-2, HEAVY INDUSTRIAL, R-3, MEDIUM DENSITY RESIDENTIAL, R-O, RESIDENTIAL OFFICE, AND C-2, GENERAL COMMERCIAL TO PUD, PLANNED UNIT DEVELOPMENT; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PUD20-0002).

WHEREAS, Wal-Mart Stores, Inc. duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of I-2, Heavy Industrial, R-3, Medium Density Residential, R-O, Residential Office, and C-2, General Commercial to PUD, Planned Unit Development to be used in accordance with city zoning laws and state laws, which property is described as follows:

SURVEY DESCRIPTION LOT 5

A PART OF LOT 1, WAL-MART EAST ADDITION TO THE CITY OF BENTONVILLE ACCORDING TO PLAT BOOK 2007, PAGE 953 IN THE PUBLIC RECORDS OF BENTON COUNTY, ARKANSAS, ALSO A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" REBAR CAPPED LS #1759 FOUND AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 1, SOUTH 87°26'06" EAST, 336.33 FEET TO A 5/8" REBAR CAPPED LS #1618;

THENCE LEAVING SAID NORTH BOUNDARY, SOUTH 02°33'56" WEST, 226.98 FEET TO A 5/8" REBAR CAPPED LS #1618;

THENCE SOUTH 87°26'04" EAST, 387.60 FEET TO THE EAST BOUNDARY OF AFOREMENTIONED LOT 1, AND A 5/8" REBAR CAPPED LS #1618;

THENCE ALONG SAID EAST BOUNDARY, SOUTH 02°25'41" WEST, 225.45 FEET TO A 5/8" REBAR CAPPED LS #1534 FOUND ON THE NORTH RIGHT-OF-WAY OF SE 5TH STREET;

THENCE ALONG SAID NORTH RIGHT-OF-WAY, NORTH 87°24'40" WEST, 724.70 FEET TO A 5/8" REBAR CAPPED LS #1759 FOUND ON THE WEST BOUNDARY OF AFOREMENTIONED LOT 1;

THENCE ALONG SAID WEST BOUNDARY, NORTH 02°35'42" EAST, 452.13 FEET TO THE POINT OF BEGINNING CONTAINING 239,553 SQUARE FEET OR 5.50 ACRES, MORE OR LESS.

SURVEY DESCRIPTION LOT 6

A PART OF LOT 1, WAL-MART EAST ADDITION TO THE CITY OF BENTONVILLE ACCORDING TO PLAT BOOK 2007, PAGE 953 IN THE PUBLIC RECORDS OF BENTON COUNTY, ARKANSAS, ALSO A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1;

THENCE ALONG THE NORTH BOUNDARY, SOUTH 87°26'06" EAST, 336.33 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH BOUNDARY, SOUTH 87°26'06" EAST, 387.06 FEET TO A 5/8" REBAR CAPPED LS #1618 FOUND ON THE EAST BOUNDARY OF SAID LOT 1;

THENCE ALONG SAID EAST BOUNDARY, SOUTH 02°25'41" WEST, 226.98 FEET;

THENCE LEAVING SAID EAST BOUNDARY, NORTH 87°26'04" WEST, 387.60 FEET;

THENCE NORTH 02°33'56" EAST, 226.98 FEET TO THE AFOREMENTIONED NORTH BOUNDARY OF LOT 1 AND THE POINT OF BEGINNING CONTAINING 87,915 SQUARE FEET OR 2.02 ACRES, MORE OR LESS.

SURVEY DESCRIPTION PD10

A PART OF THE SOUTHEAST QUARTER (SEL/4) OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF HAZEL PARK SUBDIVISION ACCORDING TO PLAT BOOK W, PAGE 53;

THENCE ALONG THE WEST BOUNDARY OF SAID SUBDIVISION, SOUTH 02°32'15" WEST, 969.03 FEET; THENCE LEAVING SAID WEST BOUNDARY, NORTH 87°27'45" WEST, 921.43 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 02°25'58" WEST, 264.00 FEET;

THENCE NORTH 86°41'18" WEST, 384.43 FEET

THENCE NORTH 02°56'09" EAST, 52.01 FEET;

THENCE NORTH 02°56'33" EAST, 213.34 FEET;

THENCE SOUTH 87°03'21" EAST, 5.76 FEET;

THENCE NORTH 03°07'14" EAST, 17.50 FEET;

THENCE SOUTH 86°52'46" EAST, 50.01 FEET;

THENCE NORTH 03°07'14" EAST, 1.50 FEET;

THENCE SOUTH 86°52'46" EAST, 32.50 FEET;

THENCE SOUTH 03°07'14" WEST, 1.50 FEET;

THENCE SOUTH 86°52'46" EAST, 40.43 FEET;

THENCE SOUTH 81 °23'38" EAST, 119.28 FEET;

THENCE SOUTH 86°23'16" EAST, 68.91 FEET;

THENCE SOUTH 86°54'39" EAST, 26.09 FEET;

THENCE SOUTH 86°52'52" EAST, 29.65 FEET;

THENCE SOUTH 47°36'20" EAST, 12.93 FEET TO THE POINT OF BEGINNING CONTAINING 106,266 SQUARE FEET OR 2.44 ACRES, MORE OR LESS.

SURVEY DESCRIPTION SOUTH CUP

A PART OF THE SOUTHEAST QUARTER (SEL/4) OF SECTION 32, TOWNSHIP 20 NORTH, RANGE 30 WEST, BEING DESCRIBED BY METES AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF HAZEL PARK SUBDIVISION;

THENCE SOUTH 02°32'15" WEST, 1793.91 FEET;

THENCE NORTH 87°27'45" WEST, 1073.81 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE ARC OF SAID CURVE 69.73 FEET, HAVING A RADIUS OF 405.77 FEET, THROUGH A CENTRAL ANGLE OF 09°50'44", HAVING A CHORD WHICH BEARS NORTH 76°32'20" WEST, 69.64 FEET TO A POINT ON A REVERSE TANGENT CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE 66.46 FEET, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 34°37'04", HAVING A CHORD BEARING AND DISTANCE

OF NORTH 88°55'30" WEST, 65.45 FEET TO A POINT ON A REVERSE TANGENT CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE 115.66 FEET, HAVING A RADIUS OF 3,047.30 FEET, THROUGH A CENTRAL ANGLE OF 02°10'29", HAVING A CHORD BEARING AND DISTANCE OF SOUTH 74°51'13" WEST, 115.65 FEET TO A POINT ON A COMPOUND TANGENT CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE 91.20 FEET, HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 87°05'31", HAVING A CHORD BEARING AND DISTANCE OF NORTH 60°30'48" WEST, 82.67 FEET; THENCE NORTH 15°17'05" WEST, 30.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 163.02 FEET, HAVING A RADIUS OF 585.70 FEET, THROUGH A CENTRAL ANGLE OF 15°56'51", HAVING A CHORD WHICH BEARS NORTH 05°50'33" WEST, 162.49 FEET TO A POINT ON A REVERSE TANGENT CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE 114.36 FEET, HAVING A RADIUS OF 85.00 FEET, THROUGH A CENTRAL ANGLE OF 77°05'22", HAVING A CHORD BEARING AND DISTANCE OF NORTH 36°24'49" WEST, 105.93 FEET; THENCE NORTH 74°57'30" WEST, 31.16 FEET;

THENCE NORTH 15°02'30" EAST, 15.41 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE 15.11 FEET, HAVING A RADIUS OF 14.24 FEET, THROUGH A CENTRAL ANGLE OF 60°46'50", HAVING A CHORD WHICH BEARS NORTH 46°01'09" EAST, 14.41 FEET TO A POINT ON A COMPOUND TANGENT CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE 4.26 FEET, HAVING A RADIUS OF 196.85 FEET, THROUGH A CENTRAL ANGLE OF 01 °14'24", HAVING A CHORD BEARING AND DISTANCE OF NORTH 77°01'46" EAST, 4.26 FEET TO A POINT ON A COMPOUND TANGENT CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE 74.76 FEET, HAVING A RADIUS OF 403.30 FEET, THROUGH A CENTRAL ANGLE OF 10°37'15", HAVING A CHORD BEARING AND DISTANCE OF NORTH 82°57'35" EAST, 74.65 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE 24.18 FEET, HAVING A RADIUS OF 11.49 FEET, THROUGH A CENTRAL ANGLE OF 120°31'48", HAVING A CHORD WHICH BEARS NORTH 20°18'00" EAST, 19.96 FEET TO A POINT ON A REVERSE TANGENT CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE 56.69 FEET, HAVING A RADIUS OF 52.70 FEET, THROUGH A CENTRAL ANGLE OF 61 °38'28", HAVING A CHORD BEARING AND DISTANCE OF NORTH 09°08'40" WEST, 54.00 FEET TO A POINT ON A COMPOUND TANGENT CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE 57.97 FEET, HAVING A RADIUS OF 483.84 FEET, THROUGH A CENTRAL ANGLE OF 06°51'52", HAVING A CHORD BEARING AND DISTANCE OF NORTH 25°06'30" EAST, 57.93 FEET TO A POINT ON A COMPOUND TANGENT CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE 50.01 FEET, HAVING A RADIUS OF 89.86 FEET, THROUGH A CENTRAL ANGLE OF 31 °53'18", HAVING A CHORD BEARING AND DISTANCE OF NORTH 44°29'05" EAST, 49.37 FEET TO A POINT ON A COMPOUND TANGENT CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE 51.28 FEET, HAVING A RADIUS OF 350.51 FEET, THROUGH A CENTRAL ANGLE OF 08°22'54", HAVING A CHORD BEARING AND DISTANCE OF NORTH 64°37'11" EAST, 51.23 FEET; THENCE NORTH 17°57'00" EAST, 25.58 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE 30.32 FEET, HAVING A RADIUS OF 253.43 FEET, THROUGH A CENTRAL ANGLE OF 06°51'20", HAVING A CHORD WHICH BEARS NORTH 59°07'09" EAST, 30.31 FEET;

THENCE SOUTH 86°39'20" EAST, 367.10 FEET;

THENCE NORTH 50°25'54" EAST, 20.40 FEET;

THENCE SOUTH 02°27'56" WEST, 298.33 FEET

TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE 75.76 FEET, HAVING A RADIUS OF 245.71 FEET, THROUGH A CENTRAL ANGLE OF 17°40'00", HAVING A CHORD WHICH BEARS SOUTH 09°50'35" WEST, 75.46 FEET TO A POINT ON A COMPOUND TANGENT CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE 80.56 FEET, HAVING A RADIUS OF 292.17 FEET, THROUGH A CENTRAL ANGLE OF 15°47'55", HAVING A CHORD BEARING AND DISTANCE OF SOUTH 26°34'32" WEST, 80.31 FEET; THENCE SOUTH 34°28'30" WEST ALONG THE, 73.31 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 58.44 FEET, HAVING A RADIUS OF 631.37 FEET, THROUGH A CENTRAL ANGLE OF 05°18'12", HAVING A CHORD WHICH BEARS SOUTH 39°13'22" WEST, 58.42 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE 40.62 FEET, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 46°33'05", HAVING A CHORD WHICH BEARS SOUTH 75°15'45" WEST, 39.52 FEET TO THE POINT OF BEGINNING CONTAINING 265,994 SQUARE FEET OR 6.11 ACRES, MORE OR LESS.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 18, 2020 in the Council Chambers of the City of Bentonville;

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 I-2, Heavy Industrial R-3, Medium Density Residential, R-O, Residential Office, and C-2, General Commercial to PUD, Planned Unit Development.

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 I-2, Heavy Industrial R-3, Medium Density Residential, R-O, Residential Office, and C-2, General Commercial to PUD, Planned Unit Development to be used in accordance with the city zoning laws and state laws;

Section 2 - 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 3: 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 _____, 2022.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

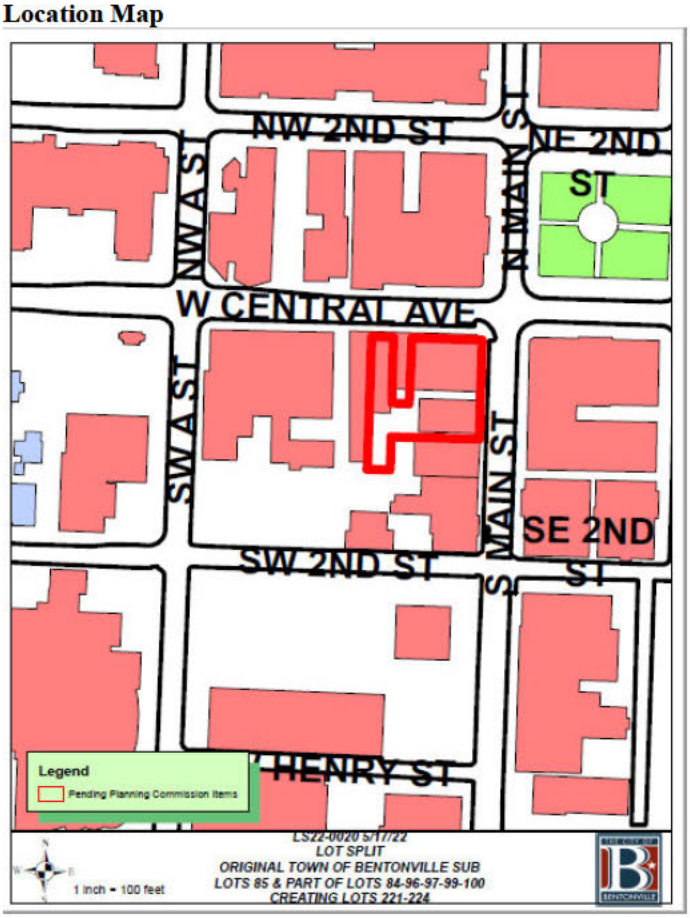
Lots 221-224 of Original Town of Bentonville Subdivision

101 W Central Avenue
PC Date: 5/17/2022
Reviewer: Luke Aitken, Planning Technician

Project Number	LS22-0020
Applicant / Current Owner	DB Square Main and Central, LLC
Site Area	+/- 0.12 acres
Current Zoning	DC, Downtown Core
Future Land Use Map Designation	Downtown Commercial (DC)

https://arcg.is/08HvK8

Location Map



Property Description
This property is located at 101 W Central Avenue. It is currently zoned DC, Downtown Core with a Future Land Use Map Designation of Downtown Commercial.

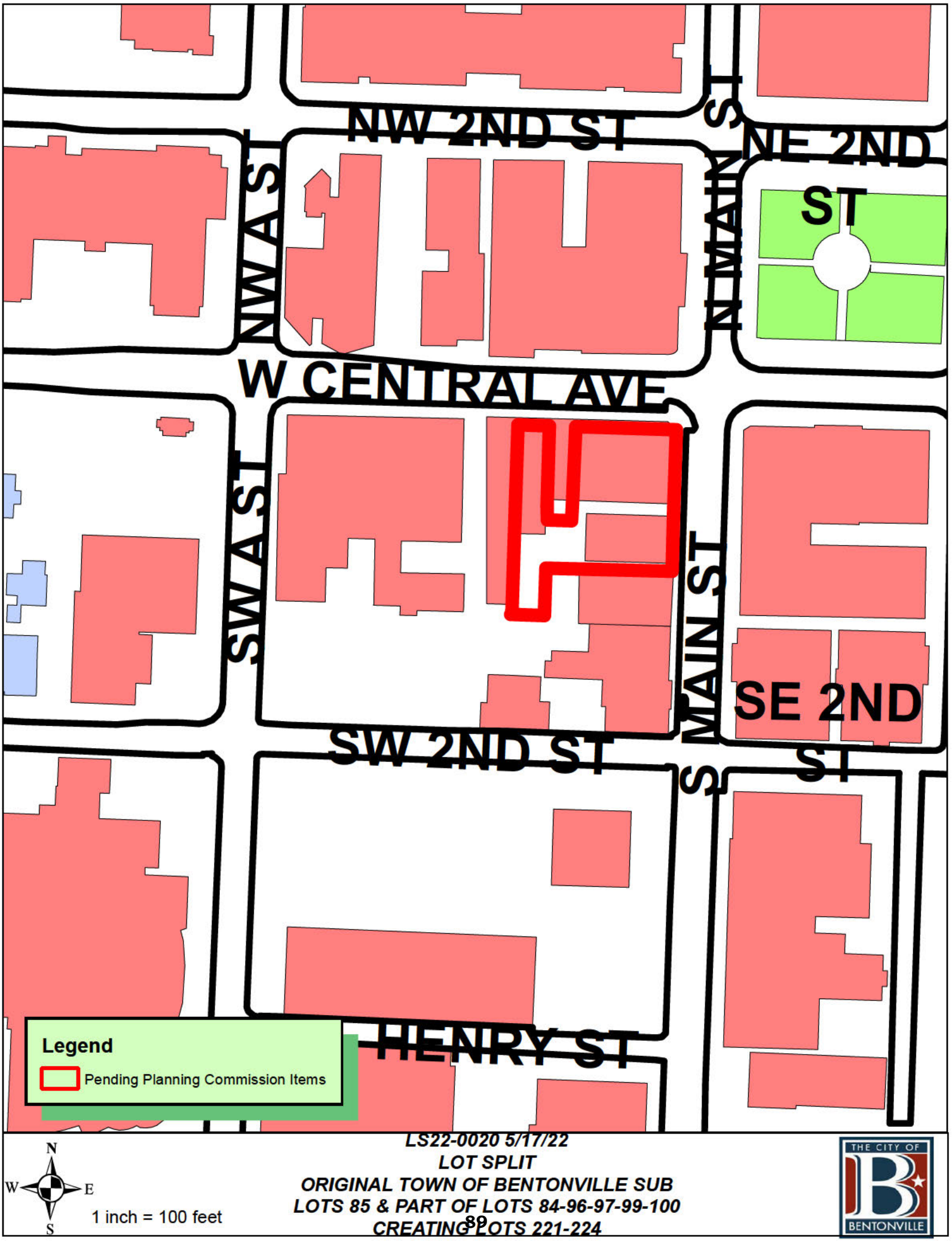
Project Details
A lot split of existing Lots 84, 85 & 96 and parts of Lots 97, 99 & 100 of Original Town of Bentonville Subdivision, creating Lots 221(+/- 0.102 acres), 222 (+/- 0.039 acres), 223 (+/- 0.044 acres) & 224 (+/- 0.191 acres) of Original Town of Bentonville Subdivision. This plat dedicates various right-of-way along S Main St. and W Central Ave. per the Master Street Plan requirements.

City of Bentonville Master Street Plan calls for 32.5 feet of right-of-way (ROW) on Main and Central, however, this cannot be achieved since 2.5 feet of the existing buildings would be within the ROW.

Waivers
The applicant will need to submit a waiver request from Section 1100.16 *Street Standards* (b) *Right of way dedication* to dedicate 30 feet of ROW along Main St. and Central Ave. as opposed to the 32.5 feet required by code.

Standard Conditions of Approval
1. Provide a digital copy of the plat.
2. Address all technical review comments prior to filing or requesting a building permit.
3. The plat shall not be filed until a final inspection has been completed and accepted.

NOTES
- **N/A**



LS22-0020 5/17/22
LOT SPLIT
ORIGINAL TOWN OF BENTONVILLE SUB
LOTS 85 & PART OF LOTS 84-96-97-99-100
CREATING LOTS 221-224

"EXHIBIT A"

LOT SPLIT FOR LOTS 84, 85 & 96 AND PARTS OF LOTS 97, 99 & 100 OF ORIGINAL TOWN OF BENTONVILLE CREATING LOTS 221 THRU 224

101 W CENTRAL AVENUE
BENTON COUNTY
BENTONVILLE, ARKANSAS 72712

VICINITY MAP

NOT TO SCALE

RECORD DESCRIPTION

WARRANTY DEED L202011896 (PREVIOUS PARCEL 01-01043-000):
THE EAST 1/2 OF LOT 99 AND THE EAST 1/2 OF LOT 100 OF THE ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS. SUBJECT TO EASEMENTS, RIGHT-OF-WAYS AND PROTECTIVE COVENANTS OF RECORD, IF ANY.

WARRANTY DEED BOOK 2017 PAGE 20421 (PREVIOUS PARCEL 01-01029-000):
PART OF LOTS 84 AND 97 IN THE ORIGINAL TOWN OF BENTONVILLE, ARKANSAS, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF LOT 84, ORIGINAL TOWN OF BENTONVILLE, RUNNING THENCE WEST TO THE NORTHWEST CORNER OF LOT 97; THENCE SOUTH 41 FEET; THENCE EAST TO THE EAST LINE OF LOT 84; THENCE NORTH 41 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH ANY EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESTRICTIONS, IF ANY, WHETHER RECORDED OR UNRECORDED IN THE LAND RECORDS OF BENTON COUNTY, ARKANSAS.

WARRANTY DEED L201926951 (PREVIOUS PARCEL 01-01040-000):
PART OF LOT 96 IN THE ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING FROM THE NORTHWEST CORNER OF SAID LOT 96, THENCE SOUTH 88°15'09" EAST 22.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 88°15'09" EAST 24.00 FEET; THENCE SOUTH 01°44'51" WEST 82.50 FEET; THENCE NORTH 87°50'15" WEST 24.32 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 01°58'20" EAST 82.32 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

WARRANTY DEED L201926950 (PREVIOUS PARCEL 01-01030-000):
ALL OF LOT 85 AND THE EAST 9 FEET OF LOT 96, ALL IN THE ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING FROM THE NORTHWEST CORNER OF LOT 96, THENCE SOUTH 88°15'09" EAST 46.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 88°15'09" EAST 64.36 FEET TO A FOUND CHISELED X, THENCE SOUTH 01°40'12" WEST 82.50 FEET, THENCE NORTH 88°15'09" WEST 64.47 FEET, THENCE NORTH 01°44'51" EAST 82.50 FEET TO THE POINT OF BEGINNING. SUBJECT T O EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

SURVEY DESCRIPTION

LOT 221 (ADJUSTED PARCEL 01-01030-000):
A PART OF OF LOT 85 AND LOT 96, ALL IN THE ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS:
BEGINNING AT A FOUND CHISELED "X" IN BRICK MARKING THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF WEST CENTRAL AVENUE AND THE WEST RIGHT-OF-WAY LINE OF SOUTH MAIN STREET, ALSO BEING THE NORTHEAST CORNER OF LOT 85; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE OF SOUTH MAIN STREET, SOUTH 01°44'15" WEST A DISTANCE OF 69.88 FEET; THENCE, LEAVING SAID WEST RIGHT-OF-WAY LINE, NORTH 88°16'43" WEST A DISTANCE OF 63.77 FEET; THENCE, NORTH 01°45'11" EAST A DISTANCE OF 69.79 FEET TO THE SOUTHERN RIGHT-OF-WAY LINE OF WEST CENTRAL AVENUE; THENCE, ALONG SAID SOUTHERN RIGHT-OF-WAY LINE, SOUTH 88°21'27" EAST A DISTANCE OF 63.75 FEET TO THE POINT OF BEGINNING. CONTAINING 0.102 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

LOT 222 (ADJUSTED PARCEL 01-01040-000):
A PORTION OF LOT 96 OF THE ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND CHISELED "X" IN BRICK MARKING THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF WEST CENTRAL AVENUE AND THE WEST RIGHT-OF-WAY LINE OF SOUTH MAIN STREET, ALSO BEING THE NORTHEAST CORNER OF LOT 85; THENCE, ALONG SAID SOUTHERN RIGHT-OF-WAY LINE OF WEST CENTRAL AVENUE, NORTH 88°21'27" WEST A DISTANCE OF 63.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID SOUTHERN RIGHT-OF-WAY LINE, SOUTH 01°45'11" WEST A DISTANCE OF 69.79 FEET; THENCE, NORTH 88°16'43" WEST A DISTANCE OF 24.79 FEET; THENCE, NORTH 02°24'05" EAST A DISTANCE OF 69.82 FEET TO THE SOUTHERN RIGHT-OF-WAY OF WEST CENTRAL AVENUE; THENCE, ALONG SAID SOUTHERN RIGHT-OF-WAY LINE, SOUTH 88°13'55" EAST A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.039 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

LOT 223 (ADJUSTED PARCEL 01-01042-000):
THE EAST 1/2 OF LOT 99 AND A PART OF LOT 100 OF THE ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND CHISELED "X" IN BRICK MARKING THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF WEST CENTRAL AVENUE AND THE WEST RIGHT-OF-WAY LINE OF SOUTH MAIN STREET, ALSO BEING THE NORTHEAST CORNER OF LOT 85; THENCE, ALONG SAID SOUTHERN RIGHT-OF-WAY LINE OF WEST CENTRAL AVENUE THE FOLLOWING THREE COURSES: NORTH 88°21'27" WEST A DISTANCE OF 63.75 FEET; THENCE, NORTH 88°13'55" WEST A DISTANCE OF 24.00 FEET; THENCE, NORTH 88°13'55" WEST A DISTANCE OF 22.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID SOUTHERN RIGHT-OF-WAY LINE, SOUTH 01°49'08" WEST A DISTANCE OF 69.83 FEET; THENCE, NORTH 88°47'03" WEST A DISTANCE OF 27.59 FEET; THENCE, NORTH 01°53'42" EAST A DISTANCE OF 70.10 FEET TO SAID SOUTHERN RIGHT-OF-WAY OF WEST CENTRAL AVENUE; THENCE, ALONG SAID SOUTHERN RIGHT-OF-WAY, SOUTH 88°13'41" EAST A DISTANCE OF 27.50 FEET TO THE POINT OF BEGINNING. CONTAINING 0.044 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

LOT 224 (ADJUSTED PARCEL 01-01029-000):
THE EAST HALF OF LOT 99, AND A PART OF LOTS 84, 85, 96, 97 & 100 IN THE ORIGINAL TOWN OF BENTONVILLE, ARKANSAS, DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND CHISELED "X" IN BRICK MARKING THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF WEST CENTRAL AVENUE AND THE WEST RIGHT-OF-WAY LINE OF SOUTH MAIN STREET, ALSO BEING THE NORTHEAST CORNER OF LOT 85; THENCE, ALONG SAID WESTERN RIGHT-OF-WAY LINE OF SOUTH MAIN STREET, SOUTH 01°44'15" WEST A DISTANCE OF 69.88 FEET TO THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID WESTERN RIGHT-OF-WAY LINE, SOUTH 01°34'56" WEST A DISTANCE OF 53.62 FEET; THENCE, LEAVING SAID WESTERN RIGHT-OF-WAY LINE, NORTH 88°36'35" WEST A DISTANCE OF 110.07 FEET; THENCE, SOUTH 01°49'08" WEST A DISTANCE OF 41.28 FEET; THENCE, NORTH 88°15'09" WEST A DISTANCE OF 27.72 FEET; THENCE, NORTH 01°53'42" EAST A DISTANCE OF 95.28 FEET; THENCE, SOUTH 88°47'03" EAST A DISTANCE OF 27.59 FEET; THENCE, SOUTH 01°49'08" WEST A DISTANCE OF 12.39 FEET; THENCE, SOUTH 88°15'09" EAST A DISTANCE OF 21.17 FEET; THENCE, NORTH 02°23'06" EAST A DISTANCE OF 12.40 FEET; THENCE, SOUTH 88°16'43" EAST A DISTANCE OF 88.56 FEET TO THE POINT OF BEGINNING. CONTAINING 0.191 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

ZONING INFORMATION

CURRENT ZONING: DC, DOWNTOWN CORE DISTRICT

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.

MISCELLANEOUS NOTES

STATE RECORDING NUMBER:
500-20N-30W-0-30-220-04-1659

COMPLETED FIELD WORK:
MARCH 24, 2022

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DOCUMENT NO. L202011896.
2. WARRANTY DEED FILED IN DEED BOOK 2017 AT PAGE 20423.
3. WARRANTY DEED FILED IN DOCUMENT NO. L201926950.

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.

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

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

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

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

VAR21-0045 IS FOR THE VARIANCE OF FIVE SQUARE FEET, FROM THE ALLOWED SIGN SIZE, OF FOUR SQAURE FEET, TO ACCOMMODATE A LARGER SUSPENDED SIGN ABOVE THE ENTRY WAY TO THEIR BUSINESS.

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0255K, WHICH BEARS AN EFFECTIVE DATE OF 06/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

LAND AREA

16,389 ± SQUARE FEET
0.376 ± ACRES

BASIS OF BEARING

THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH FOR ARKANSAS STATE PLANE COORDINATE SYSTEM NORTH ZONE, NAD83.
LATITUDE = 36°22'12".9823"
LONGITUDE = -94°12'33.5777"
CONVERGENCE ANGLE = -01°17'08.1800"

UTILITY INFORMATION

THE LOCATION 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.

DATE	REVISION
4/29/2022	PLANNING COMMENTS

CERTIFICATE OF OWNER:

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

SOURCE OF TITLE: D.R. _____ PAGE _____

CERTIFICATE OF SURVEYING ACCURACY:

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

_____
DATE OF EXECUTION

_____
WILLIAM G. GAGNER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. AR 1659
STATE OF ARKANSAS

CERTIFICATE OF FINAL APPROVAL:

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

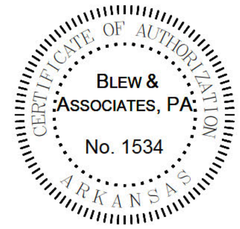
DATE OF EXECUTION: _____

SIGNED:_____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED:_____
MAYOR CITY OF BENTONVILLE

SIGNED:_____
CITY CLERK, CITY OF BENTONVILLE

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 24TH DAY OF MARCH, 2022.



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

SHEET 1 OF 2
COB PROJECT NUMBER LS22-0020

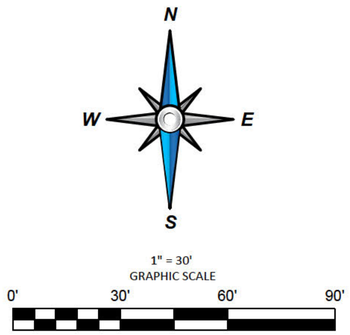
BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL:SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 ·FAX: 479.582.1883
EMAIL: SURVEY@BLEWINC.COM·WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 22-1998	**SURVEY DRAWN BY:** ANS - 3/25/2022
SURVEY REVIEWED BY: TPN	**SCALE:** 1" = 30'
FOR THE USE AND BENEFIT OF: OPEN FLOOR	

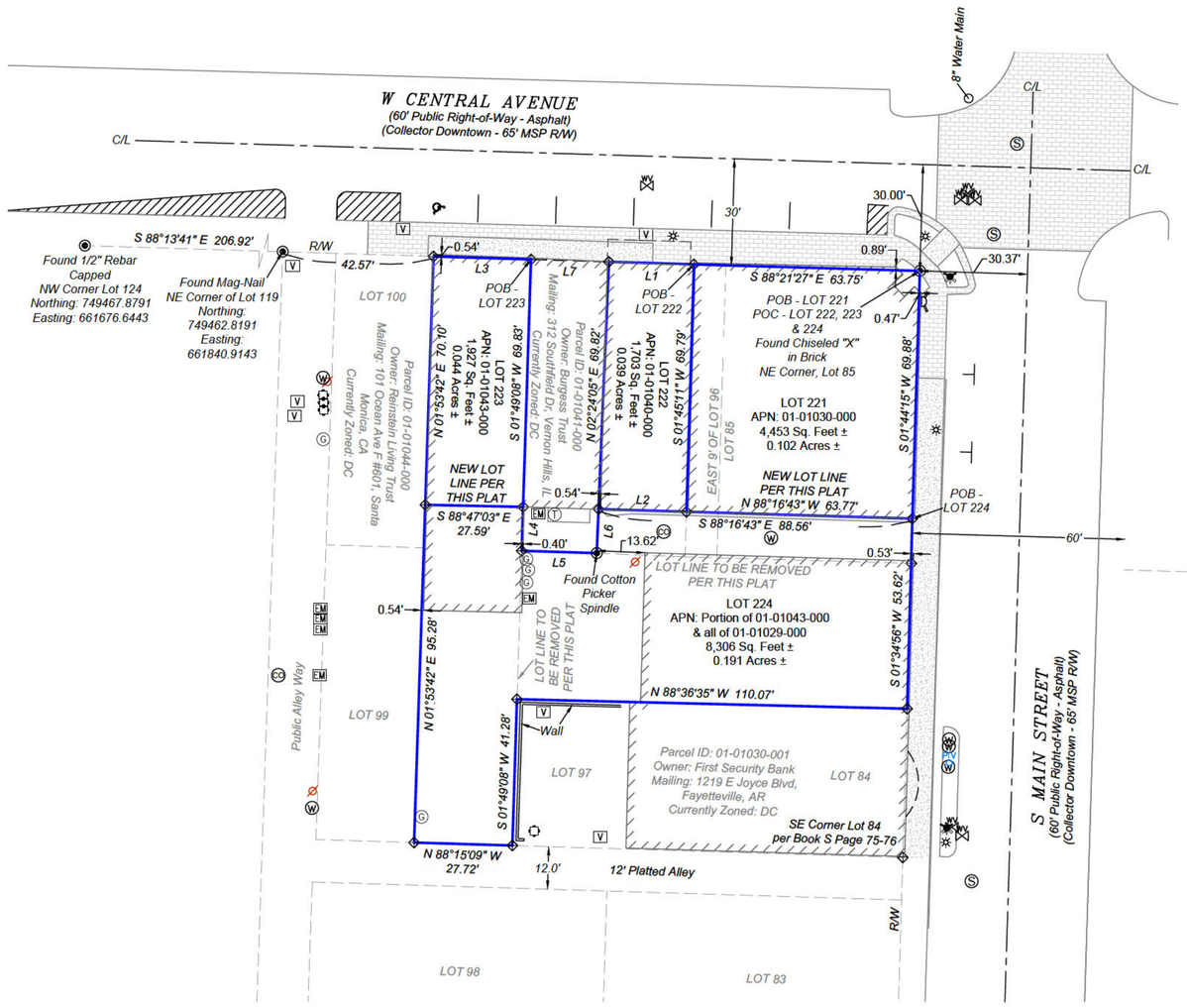
"EXHIBIT A"

LOT SPLIT FOR LOTS 84, 85 & 96 AND PARTS OF LOTS 97, 99 & 100 OF ORIGINAL TOWN OF BENTONVILLE CREATING LOTS 221 THRU 224

101 W CENTRAL AVENUE
BENTON COUNTY
BENTONVILLE, ARKANSAS 72712



LINE	BEARING	DISTANCE
L1	S 88°13'55" E	24.00'
L2	N 88°16'43" W	24.79'
L3	S 88°13'41" E	27.50'
L4	S 01°49'08" W	12.39'
L5	S 88°15'09" E	21.17'
L6	N 02°23'06" E	12.40'
L7	N 88°13'55" W	22.00'



LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- SET MONUMENT (AS NOTED)
- COMPUTED POINT
- FIRE HYDRANT
- LIGHT
- SANITARY MANHOLE
- POWER POLE
- ELECTRIC METER
- ELECTRIC BOX
- WATER METER
- WATER VALVE
- POST INDICATOR VALVE
- TELEPHONE PEDESTAL
- GAS METER
- CLEANOUT
- FIRE DEPT. CONNECTION
- UTILITY VAULT
- R/W — RIGHT-OF-WAY
- C/L — CENTERLINE
- POC — POINT OF COMMENCEMENT
- POB — POINT OF BEGINNING
- BOUNDARY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- FENCE LINE
- SETBACK LINE
- NOT TO SCALE

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL:SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 ·FAX: 479.582.1883
EMAIL: SURVEY@BLEWINC.COM·WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 22-1998	**SURVEY DRAWN BY:** ANS - 3/25/2022
SURVEY REVIEWED BY: TPN	**SCALE:** 1" = 30'
FOR THE USE AND BENEFIT OF: OPEN FLOOR	

SHEET 2 OF 2

COB PROJECT NUMBER LS22-0020

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF EXISTING LOTS 84, 85, 96 AND PARTS OF LOTS 97, 99, AND 100 OF ORIGINAL TOWN OF BENTONVILLE SUBDIVISION; CREATING NEW LOTS 221, 222, 223, AND 224 OF ORIGINAL TOWN OF BENTONVILLE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: LS22-0020).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of EXISTING LOTS 84, 85, 96 AND PARTS OF LOTS 97, 99 AND 100 OF ORIGINAL TOWN OF BENTONVILE SUBDIVISION creating new LOTS 221, 222, 223 AND 224 OF ORIGINAL TOWN OF BENTONVILLE SUBDIVISION Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 17, 2022;

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

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

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

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

Section 1: That the lot split of EXISTING LOTS 84, 85, 96 AND PARTS OF LOTS 97, 99 AND 100 OF ORIGINAL TOWN OF BENTONVILE SUBDIVISION creating new LOTS 221, 222, 223 AND 224 OF ORIGINAL TOWN OF BENTONVILLE SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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;

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 _____, 2022.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**5/24/2022**
Department	**Water Resource Recovery Facility**
Submitted by	**Chris Earl**
Phone	**(479) 696-0273**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution recommending Bentonville City Council approve a motion to accept Bid Submission IFB-22-40 to Hill Electric, Inc. for the purchase of two (2) SD060 Generac Generators with TX301 transfer switches, full turn-key installation and start-up. This is a budgeted item, our department budgeted $65,000.00/gen set ($130,000.00), and the low bid arrived at $132,079.00 including shipping, taxes and install. We will use $2,079.00 from the same account to cover the unbudgeted amount. Utility Board Passed 5-0.

Estimated Cost	**$132,079.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Memo

To: City Council Members and Mayor Orman

From: Chris Earl, WRRF Manager

CC: Mike Bender, Preston Newbill

Date: 5/17/2022

RE: Bid Award for Generators for lift stations #9 Rice Road and #23 Vaughn

°°°

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	4/20/22	Time of Bid Opening:	2:00PM	Solicitation ID Number:	IFB-22-40

Solicitation Title: LIFT STATION #9 AND #23 GENERATORS, COMPLETE WITH INSTALLATION

Bidders:			Arnold & Blevins Northwest		Hill Electric	
Line Item	Quantity (Unit of Measure = LS)	Description	Per Unit Price	Extended Price (Unit Price x Quantity)	Per Unit Price	Extended Price (Unit Price x Quantity)
1	1	Lift Station #9 SD060 Generac Generator and TX301 Series Transfer Switch, complete with turn-key installation and project management, as specified.	$65,300.00	$65,300.00	$65,906.00	$65,906.00
2	1	Lift Station #23 SD060 Generac Generator and TX301 Series Transfer Switch, complete with turn-key installation and project management, as specified.	$68,200.00	$68,200.00	$66,173.00	$66,173.00
		Total Bid Price	**$133,500.00**		**$132,079.00**	

purchasing@bentonvillear.com - (479) 271-3115

Bid or Proposal Bond

Westfield Insurance Company

Westfield Group℠ One Park Circle, P O Box 5001
Westfield Center, Ohio 44251-5001

KNOW ALL MEN BY THESE PRESENTS, that we, J&R Electric Company dba Arnold & Blevins Northwest as Principal, and the WESTFIELD INSURANCE COMPANY, an Ohio Corporation, with its principal office at Westfield Center, Ohio, as Surety, are held and firmly bound unto City of Bentonville, as Obligee, in the penal sum of 5% of the Attached Bid DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the said Principal is herewith submitting a bid or proposal for Lift Station #9 & #23 Generators;

NOW THEREFORE, the condition of the above obligation is such, that if the said Principal shall execute a contract and give bond for the faithful performance thereof, if required by the contract, or if the Principal or Surety shall pay the Obligee the difference, not exceeding the penal sum hereof, between the amount of the contract entered into in good faith to perform the work to which the bid or proposal relates and the amount bid or proposed by the Principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED this 14th day of April, 2022.

[redacted]

Witness

J&R Electric Company dba Arnold & Blevins Northwest
Principal

By: [redacted]
Steven Johnston, President

Westfield [redacted]

By: [redacted]
Jerry [redacted] Attorney-in-fact

BD 5046 (9-03)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/04/20, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. 0320302 05

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JERRY ROSENBAUM, JEFFREY L. HALL, RUSSELL MURPHY, MARSHA D. HENDERSON, SHARON KAY FREEMAN, STEPHEN GLEN, DIANNE CRITES, MARY K. HENDERSON, ROBERT J. PARSONS, III, MARY JO ZAKRZEWSKI, JOINTLY OR SEVERALLY

of **LITTLE ROCK** and State of **AR** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **04th** day of **FEBRUARY** A.D., **2020**.

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: [redacted]
Gary W. Stumper, *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **04th** day of **FEBRUARY** A.D., **2020**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

[redacted]
blic
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14 day of April A.D., 2022.

[redacted] *Secretary*

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

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-22-40	**Solicitation Title:**	Lift Station #9 and #23 Generators, Complete with Installation
Addendum Number:	1	**Date of Issuance:**	April 15, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated March 27, 2022.
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 1 page(s).

1. **Response to Questions:** The following questions have been submitted to IFB-22-40. This Addendum Number 1 includes the questions and the City's response.

Line #	Submitted Question	City's Response
1	Would a precast concrete pad in lieu of a poured in place concrete pad be acceptable?	A precast pad would not be acceptable due to the fact that the areas being installed are not perfectly level. The pad is required to be poured in place to achieve the best overall security for the generator set.
2	Are there any pictures of the sites available, particularly of the meter? If not, are they open for a site visit or would one need to be scheduled?	Site visits may be scheduled by emailing cearl@bentonvillear.com and copying purchasing@bentonvillear.com or by calling (479) 696-0273 or (479) 271-3115. Bidders must note that no questions will be permitted at the site-visit and there will be no overview of Scope etc., any staff present will be for access purposes only.

End of Addendum Number 1

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-22-40	**Solicitation Title:**	Lift Station #9 and #23 Generators, Complete with Installation
Addendum Number:	2	**Date of Issuance:**	April 20, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated March 27, 2022.
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 2 consists of 4 page(s).

Insurance:

1.0 The original Bidding Documents for IFB-22-40 inadvertently excluded the insurance requirements. Upon determining this on April 20, 2022, the City has issued this Addendum Number 2 to communicate the insurance requirements for IFB-22-40 prior to the Bid Opening.

1.1 Insurance Requirements:

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

The policies of insurance required are as follows:

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

ADDENDUM TO SOLICITATION

1.2 Bidders are required to acknowledge this Addendum Number 2 in their Bid Submission to IFB-22-40.

2.0 The original Bidding Documents for IFB-22-40 inadvertently excluded the Subcontractor Disclosure and Subcontractor Section. Upon determining this on April 20, 2022, the City has issued this Addendum Number 2 to communicate the Subcontractor Disclosure requirements for IFB-22-40 prior to the Bid Opening.

2.1 If Bidder intends to subcontract portions of the work, the work being subcontracted and the subcontractor being proposed to perform the work must be disclosed in the Bidder's Bid Submission. The City reserves the right to apply all Bid evaluation factors to any proposed subcontractors and to use that information to determine the qualifications of a subcontractor and their suitability to perform the work to the City's specifications/standards.

Bidders must be knowledgeable of and comply with all state, local and federal laws concerning subcontractors performing work for municipal (governmental) projects.

In the event that Bidder intends to subcontract portions of the work, Bidder is required to complete the 'Subcontractor Disclosure' Section of this IFB document.

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

Subcontractors who submit proposals in excess of $50,000.00 must have a 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.

c. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal 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.**

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

2.2 The Subcontractor Disclosure Document is attached to this Addendum Number 2 on the following Page. Completion of this Disclosure is required in the Bid Submission to IFB-22-40, if applicable.

Printed copies of this Addendum Number 2 will be available from the Purchasing Department prior to the Bid Opening.

Subcontractor Disclosure Follows on the Next Page

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ADDENDUM TO SOLICITATION

Subcontractor Disclosure
(Required to be completed, if applicable)

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.

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ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: March 27, 2022; April 3

NOTICE TO BIDDERS
Lift Station #9 and #23 Generators. Complete with Installation
Invitation For Bid (IFB)-22-40

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, licensed and experienced contractors to supply the materials, equipment, labor and all other components for the turn-key installation of SD060 Generac Generators and TX301 Series Transfer Switches, as specified or equivalent, for Lift Station #9 and Lift Station #23, for the Water Resource Recovery Facility. The awarded Bidder shall provide project management services such as, but not limited to start-up, training of City personnel, factor load bank testing, submittal drawings, dimensional drawings, electrical drawings, product specifications, production testing, technical assistance, and operation and maintenance manuals for engine and generator.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of 5% (five percent) of the Total Bid Price, payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract and bonds. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond. Bidder shall adhere to the bonding requirements as specified in the IFB-22-40 Bidding Documents.

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 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.

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

The City of Bentonville Purchasing Department encourages 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.

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There will be a Public Bid Opening for IFB-22-40 held at 2:00PM CST on April 20, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building 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, unsigned Submissions and Submissions which do not contain the required Bid Bond 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 before the Bid Opening date and time. 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 above. 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.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is April 14, 2022, at 4:30pm.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

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ADMINISTRATIVE SERVICES BUILDING
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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-40	**Date of Issuance:**	MARCH 27, 2022 APRIL 3, 2022
Description:	LIFT STATION #9 AND #23 GENERATORS, COMPLETE WITH INSTALLATION		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	**5% BID BOND REQUIRED (SEE BID BOND SECTION FOR ADDITIONAL DETAILS)**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**APRIL 20, 2022 at 2:00 P.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:	APRIL 14, 2022 - 4:30 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

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EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: J&R Electric Company dba Arnold & Blevins Northwest **Phone Number:** 479-442-8755

Business Address (Full Street/City/State/Zip): 500 Jean Mary Ave. 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: Steve Johnston **Email:** sjohnston@abnorthwest.com

Signature of Authorized Person: [redacted] **Date:** 4/20/22

Printed or Typed Name: Steve Johnston **Title:** President

Arkansas Contractors License Number: 0336370522 **(Not required unless specified in this document)**

Sales or Use Tax ID Number: 47-1163113

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

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the purchase, delivery and complete turn-key installation and project management for SD060 Generac Generators and TX301 Series Transfer Switches, as specified or equivalent, for Lift Station #9 and Lift Station #23, for the City of Bentonville, Arkansas Water Resource Recovery Facility.

The awarded Bidder may complete the Lift Stations concurrently or at different times; however, this information must be provided in their Bid Submission.

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.
- 5% Bid Bond, As Required
- Appendix A & B with Response Fields complete
- Appendix C, signed and notarized (Bid invalid if this document is not signed and notarized and included in the Bid Submission)
- Appendix D, completed and initialed

BIDDERS NOTE: NO EMAILED OR ELECTRONIC BID SUBMISSIONS WILL BE ACCEPTED. BIDS MUST BE DELIVERED IN A SEALED ENVELOPE AS SPECIFIED IN THIS INVITATION FOR BID.

3. APPENDIXES

- **APPENDIX A: LIFT STATION #9 SPECIFICATIONS (SPECIFICATIONS & RESPONSE DOCUMENT)**
- **APPENDIX B: LIFT STATION #23 SPECIFICATIONS (SPECIFICATIONS & RESPONSE DOCUMENT)**
- **APPENDIX C :NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D :VENDOR/CONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**

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SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of 60 days after the Public Bid Opening. The City of Bentonville has 60 days from the Bid Opening date in which to evaluate Bids and recommended award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

2. BONDS

A. BID BOND (BID GUARANTEE) (WHEN REQUIRED)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

_X__Bid Bond Required __Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of **5% of the Total Bid Price**, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 2 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

_X__Performance and Payment Bond Required __Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City. The awarded Bidder may elect to transfer the Performance Bond to a Maintenance Bond upon conclusion of the Project for the one-year guarantee period.

C. BONDS – GENERAL

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

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty

(20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

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

4. SPECIFICATIONS

All items shall be delivered as specified in this Invitation for Bid Document and all attach appendixes. Deviations from Specifications or any item(s) proposed to be equivalent or substitute must be noted in the Bid Submission.

3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders are required to include any applicable warranties for the materials/items proposed, in the space provided below:

One year labor warranty

Two year parts warranty

4. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State Laws, and the rules and regulations of all authorities having jurisdiction over the purchase or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

5. ENCOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups. The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

6. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1,2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum; Bidders are not required to acknowledge RFI Responses in their Bid Submissions.

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that a

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equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected. If no substitute or equivalent item will be accepted by the City due to existing equipment or processes in place, the specified item will have "NO SUB" included. When the City specifies "NO SUB", no substitute or alternate item will be accepted.

8. INDEMNIFICATION

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

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

9. PAST PERFORMANCE/REFERENCES

The City reserves the right to request references and to contact those references as part of the evaluation of Bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of Bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work or delivery of items for the City or any other entity for whom the Bidder has performed work. The City reserves the right to request additional information from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

10. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

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11. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable).

12. INVOICING

The awarded Bidder shall provide an invoice to the City for review and approval prior to payment. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts etc.).

The invoicing option(s) available to Bidders for this IFB are indicated below by an "x" mark in the option(s) available.

_X__Invoice upon 100% completion (As approved by the City)

_X__Progress invoicing (Payment will be made only for actual work completed and approved by the City and/or for materials stored on the City's worksite)

Payment will not be made for incomplete work or for item(s) delivered out of spec (not as specified). Any return or correction shall be at the awarded Bidder's expense. The City reserves the right to cancel an order due to receiving out of spec item(s) or request a replacement, whatever is in the City's best interest.

Unless otherwise specified, invoices will be paid within fourteen (14) days of receipt of an approved invoice.

All invoices should be submitted to the City of Bentonville Accounts Payable Office, address and email below:

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

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13. BIDDER REQUESTED PAYMENT TERMS

Bidders must use the space provided below to communicate their requested payment terms. Requests are not guaranteed for approval.

X **NET 30 Days from Invoice Submission** ___ **NET 60 Days from Invoice Submission** __ **Other (Specify Below)**

_____

_____

14. TERM

The Section with an "x" mark below shall apply to this Invitation for Bid.

_X_Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be six (6) months. Bidders shall note that the Contract Term is separate from the required days to complete work.

[This space has been intentionally left blank]

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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall furnish all labor, materials, equipment, tools, supervision, insurance, and all other necessary components indicative of the type of work or supply of item(s) or services specified herein and as required to perform the work to 100% completion and/or to deliver all item(s) and/or services to the City as specified.

The Scope of work for this Invitation for Bid (IFB) is for the purchase, delivery and complete turn-key installation and project management for SD060 Generac Generators and TX301 Series Transfer Switches, as specified or equivalent, for Lift Station #9 and Lift Station #23, for the City of Bentonville, Arkansas Water Resource Recovery Facility.

The work for each Lift Station may be completed concurrently or at different times; however, Bidders must include this information in their Bid Submission.

Bidders are responsible for field verification of all information, and for making themselves familiar with the job-site, scope of work, and all other details required to submit a responsive and responsible Bid.

The awarded Bidder shall provide the following Project Management services for the completion of work at each Lift Station:

1) Start-up, one trip including travel
2) Training of City personnel at the time of start-up
3) Factory load bank testing
4) Submittal drawings
5) Dimensional drawings, Electrical drawings, Product Specifications
6) Production testing
7) Technical assistance
8) Operation and maintenance manuals for engine, generator

The delivered items shall be complete without any defect and shall include all factory, manufacturer and any other warranties applicable.

The Specifications for the equipment and work are included in this Invitation for Bid Packet as Appendixes A and B. All work and materials shall be supplied as specified. Equivalent or Alternate Submissions will be evaluated by the City; the City shall have the final determination if an Equivalent or Alternate Submission is in the City's best interest to award.

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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): ___ May 24_____

Delivery/Work-Site Address 1: Lift Station # 9 at 1313 Cresent Bentonville, AR

Delivery/Work-Site Address 2: Lift Station #23 at Vaughn at South West Regional Airport Bvld. Bentonville, AR

*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 30 day(s) from Notice to Proceed for each location (site).

100% Completion Per Site: The City requests that work be 100% complete within 90 days from work beginning per site.

100% Completion Both Sites: The City requests that both work sites be complete within six months from the date work begins at the first site.

Pending manufacturer lead times

Bidder Response: X **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 ____ day(s) from Notice to Proceed for each location

100% Completion: 100% completion will be reached within ____ days from work beginning per site.

100% Completion Both Sites: 100% completion for both sites will be reached within _____ from the date work begins at the first site.

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SECTION 4: GENERAL SPECIFICATIONS

BIDDERS NOTE THAT SPECIFIC WORK AND EQUIPMENT SPECIFICATIONS ARE LOCATED IN APPENDIX A & B

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 appendixes and agrees to perform the work and provide the materials and equipment 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 (Pre-Construction Meeting). If the Lift Stations will be completed at separate times, the awarded Bidder shall meet with the City to review the Scope of Work prior to beginning each Lift Station.	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	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
7	The awarded Bidder understands that this IFB Document, including the Specifications in the appendixes attached hereto (Appendix A) (Appendix B) contains all Specifications for work, materials and products. Work shall be completed, as specified, according to this Bid Document and all attached Appendixes. The awarded Bidder shall perform the work in accordance with industry standards and best practices.	X	

Bidders see Appendix A and B for additional Specifications

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SECTION 4: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

   The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

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4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

   The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evidence on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

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

   Bidder's accept all terms and conditions herein upon submission of their signed Bid.

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

   UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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

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

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

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

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

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

    The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

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

    Conditional Bids are not acceptable and are subject to rejection in whole or in part at the sole discretion of the City.

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

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

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

14. **VARIATIONS OF SPECIFICATIONS**: For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.

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

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

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

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.

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

20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

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

    All deliveries shall be FOB Destination to the location listed on the purchase order, contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

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

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

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

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

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

    The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.

    It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.

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

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

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

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

3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City and without penalty to the City.

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

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

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount specified herein, payable without condition to the City of Bentonville. Personal or company checks are not acceptable The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

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

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

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

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35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

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

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

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

40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Department by emailing purchasing@bentonvillear.com or calling (479) 271-3115.

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SECTION 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

Bid prices shall include all costs, **including but not limited to: tax,** all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

_X__Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern. The Total Bid Price is used for comparison purposes only; final payments will be based on actual work performed and materials supplied. If the required quantities of the items listed are increased or decreased by Change Order, the unit prices set forth shall apply to such quantities. Bid prices shall be rounded to the nearest cent.

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included _X__Deductive Alternates not Included in this IFB

The City reserves the right to award the project in any manner that is deemed in its best interest, or to reject any or all Bids and to waive any irregularities.

No Bid shall be withdrawn for a period of ninety (60) days after the opening of Bids without the consent of the City; 60 days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

Unit of Measure Definitions:

LS – Lump Sum **EA** – Each **SF**- Square Foot **BX** – Box **SY**- Square Yard **CY**- Cubic Yards

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

BID FORM

Line Item	Quantity (Unit of Measure = LS)	Description	Per Unit Price	Extended Price (Unit Price x Quantity)
1	1	Lift Station #9 SD060 Generac Generator and TX301 Series Transfer Switch, complete with turn-key installation and project management, as specified. Northwest	$ 65,300.00	$ 65,300.00
2	1	Lift Station #23 SD060 Generac Generator and TX301 Series Transfer Switch, complete with turn-key installation and project management, as specified.	$ 68,200.00	$ 68,200.00
TOTAL BID PRICE (Stated in figures)			$ 133,500.00	
TOTAL BID PRICE (Stated in words)			One hundred thirty three thousand five hundred and zero cents.	

BIDDER DECLARATION

The Undersigned hereby declares that they have 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 their sources of supply, has satisfied themselves as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same.

Company Name: J&R Electric Company dba Arnold & Blevins Northwest By (Authorized Person's Signature): [redacted]

Printed Name and Title: Steve Johnston, President

Date: 4/20/22

*If Bidder is a corporation, indicate state of incorporation, under the Firm's Signature, and if a partnership, give full names of all partners.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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APPENDIX A

LIFT STATION #9

SPECIFICATIONS DOCUMENT(S)

Water Resource Recovery Facility

Bid Specifications for:

Lift Station #9 Rice Rd at 1313 Cresent Bentonville, AR

Equipment Proposed: SD060 Generac Generator and TX301 Series Transfer Switch turnkey installation.

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 60 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Brushless Excitation
- With upsized 80 kW alternator
- Standard Weather Protective Enclosure, Steel
    - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- H-100 Control Panel
    - Meets NFPA 99 and 110 requirements
    - Temp Range -40 to 70 degrees C
    - Digital Microprocessor:
        - Two 4-line x 20 displays, full system status
        - 3 Phase sensing, +/-0.25% digital voltage regulation
        - RS232, RS485 and Canbus remote ports
        - Waterproof connections
        - All engine sensors are 4-20ma for minimal interference
        - Programmable I/O
        - Built-in PLC for special applications
    - Engine function monitoring and control:
        - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
        - Isochronous Governor, +/-0.25% frequency regulation
        - Full system status on all AC output and engine function parameters
        - Service reminders, trending, fault history (alarm log)
        - I2T function for full generator protection
        - Selectable low-speed exercise
    - 2-wire start controls for any 2-wire transfer switch

- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
  - 100 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- 24" 189 Gallon Double-Wall UL142 Base tank
  - Mechanical fuel level indicator gauge
  - Electronic fuel level sender
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- Standard 2-Year Limited Warranty
- SD0060KG174.5D18HBYY3

Quantity 1 - TRANSFER SWITCH - TX SERIES

- 100 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup
    - Return to Utility
    - Engine Cool down
    - Transfer on Exercise
- Enclosure Heater
- Double Set of Form C Auxiliary Contacts
- UL Listed 1008 by ETL
- Controller and Circuit Breaker Covers, Pad lockable, Black
- NEMA 4X Stainless Steel Enclosure
- 3 Owner's Manuals
- 35KA Contactor Withstand and Closing Rating
- Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX301NS0100K3CH

Quantity 1 - Start-Up

Quantity 1 – Freight needs to be included in bid

Quantity 1 - Electrical installation:

- Specific Inclusions
- 1. 100amp service as needed for new generator and transfer switch supplied by others.
- 2. Receive Generac equipment on site.
- 3. Equipment for unload and setting.
- 4. Concrete pad. Cut and patch of existing concrete as needed.
- 5. Grounding.
- 6. Work will be done during normal working hours.

- Specific Exclusions
- 1. Fuel.
- 2. Disconnects, will utilize existing.
- 3. New switchgear.
- 4. Seismic calculations, equipment, testing, material.
- 5. Bringing any existing electrical up to code.
- 6. All rock excavation.
- 7. Providing dumpster.
- 8. Generators for temp power.
- 9. Security, speakers, cameras, access, fire alarm.
- 10. Utility company charges.
- 11. Bond premium.
- 12. Relocation of any existing electrical lines.

Project Management Services

- Start-up, one trip including travel
- Training of owners personnel at time of start up
- Factory load bank testing
- Submittal drawings
- Dimensional drawings, Electrical drawings, Product specifications
- Production testing
- Technical assistance
- Operation and maintenance manuals for engine, generator

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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APPENDIX B

LIFT STATION #23

SPECIFICATIONS DOCUMENT(S)

Water Resource Recovery Facility

Bid Specifications for:

Lift Station #23 Vaughn at South West Regional Airport Blvd Bentonville, AR

Equipment Proposed: SD060 Generac Generator and TX301 Series Transfer Switch turnkey installation.

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 60 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Brushless Excitation
- With upsized 80 kW alternator
- Standard Weather Protective Enclosure, Steel
    - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- H-100 Control Panel
    - Meets NFPA 99 and 110 requirements
    - Temp Range -40 to 70 degrees C
    - Digital Microprocessor:
        - Two 4-line x 20 displays, full system status
        - 3 Phase sensing, +/-0.25% digital voltage regulation
        - RS232, RS485 and Canbus remote ports
        - Waterproof connections
        - All engine sensors are 4-20ma for minimal interterence
        - Programmable I/O
        - Built-in PLC for special applications
    - Engine function monitoring and control:
        - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
        - Isochronous Governor, +/-0.25% frequency regulation
        - Full system status on all AC output and engine function parameters
        - Service reminders, trending, fault history (alarm log)
        - I2T function for full generator protection
        - Selectable low-speed exercise
    - 2-wire start controls for any 2-wire transfer switch

- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
  - 100 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- 24" 189 Gallon Double-Wall UL142 Base tank
  - Mechanical fuel level indicator gauge
  - Electronic fuel level sender
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- Standard 2-Year Limited Warranty
- SD0060KG174.5D18HBYY3

Quantity 1 - TRANSFER SWITCH - TX SERIES

- 100 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit
  - Utility Voltage Sensing Controls:
    - Adjustable Drop-out and Pick-up
    - Adjustable Utility Interrupt Delay
  - Adjustable Logic Controls:
    - Minimum Standby Voltage
    - Minimum Standby Frequency
    - Engine Warmup
    - Return to Utility
    - Engine Cool down
    - Transfer on Exercise
- Enclosure Heater
- Double Set of Form C Auxiliary Contacts
- UL Listed 1008 by ETL
- Controller and Circuit Breaker Covers, Pad lockable, Black
- NEMA 4X Stainless Steel Enclosure
- 3 Owner's Manuals
- 35KA Contactor Withstand and Closing Rating
- Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX301NS0100K3CH

Quantity 1 - Start-Up

Quantity 1 – Freight needs to be included in bid

Quantity 1 - Electrical installation:

- Specific Inclusions
- 1. 100amp service as needed for new generator and transfer switch supplied by others.
- 2. Receive Generac equipment on site.
- 3. Equipment for unload and setting.
- 4. Concrete pad. Cut and patch of existing concrete as needed.
- 5. Grounding.
- 6. Work will be done during normal working hours.

- Specific Exclusions
- 1. Fuel.
- 2. Disconnects, will utilize existing.
- 3. New switchgear.
- 4. Seismic calculations, equipment, testing, material.
- 5. Bringing any existing electrical up to code.
- 6. All rock excavation.
- 7. Providing dumpster.
- 8. Generators for temp power.
- 9. Security, speakers, cameras, access, fire alarm.
- 10. Utility company charges.
- 11. Bond premium.
- 12. Relocation of any existing electrical lines.

Project Management Services

- Start-up, one trip including travel
- Training of owners personnel at time of start up
- Factory load bank testing
- Submittal drawings
- Dimensional drawings, Electrical drawings, Product specifications
- Production testing
- Technical assistance
- Operation and maintenance manuals for engine, generator

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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(479)-271-3115 – purchasing@bentonvillear.com

APPENDIX C

NON-COLLUSION AFFIDAVIT

(REQUIRED RESPONSE DOCUMENT)

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Arkansas

County of Washington

I Regina Bates 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 sworn before me this: 18th April, 2022

Notary Public: [redacted] My commission expires: 2-28-2030

REGINA BATES Comm. No. 12710 NOTARY PUBLIC Comm. Exp. 2-28-2030 WASHINGTON CO. ARKANSAS

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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APPENDIX D

CONTRACTOR-VENDOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: J&R Electric Company dba Arnold & Blevins Northwest

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

[X] 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.**

SJ Initials

ACKNOWLEDGE ADD #2

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-22-40	**Solicitation Title:**	Lift Station #9 and #23 Generators, Complete with Installation
Addendum Number:	2	**Date of Issuance:**	April 20, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated March 27, 2022.
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 2 consists of 4 page(s).

Insurance:

1.0 The original Bidding Documents for IFB-22-40 inadvertently excluded the insurance requirements. Upon determining this on April 20, 2022, the City has issued this Addendum Number 2 to communicate the insurance requirements for IFB-22-40 prior to the Bid Opening.

1.1 Insurance Requirements:

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

The policies of insurance required are as follows:

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

ADDENDUM TO SOLICITATION

1.2 Bidders are required to acknowledge this Addendum Number 2 in their Bid Submission to IFB-22-40.

2.0 The original Bidding Documents for IFB-22-40 inadvertently excluded the Subcontractor Disclosure and Subcontractor Section. Upon determining this on April 20, 2022, the City has issued this Addendum Number 2 to communicate the Subcontractor Disclosure requirements for IFB-22-40 prior to the Bid Opening.

2.1 If Bidder intends to subcontract portions of the work, the work being subcontracted and the subcontractor being proposed to perform the work must be disclosed in the Bidder's Bid Submission. The City reserves the right to apply all Bid evaluation factors to any proposed subcontractors and to use that information to determine the qualifications of a subcontractor and their suitability to perform the work to the City's specifications/standards.

Bidders must be knowledgeable of and comply with all state, local and federal laws concerning subcontractors performing work for municipal (governmental) projects.

In the event that Bidder intends to subcontract portions of the work, Bidder is required to complete the 'Subcontractor Disclosure' Section of this IFB document.

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

Subcontractors who submit proposals in excess of $50,000.00 must have a 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.

c. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal 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.**

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

2.2 The Subcontractor Disclosure Document is attached to this Addendum Number 2 on the following Page. Completion of this Disclosure is required in the Bid Submission to IFB-22-40, if applicable.

Printed copies of this Addendum Number 2 will be available from the Purchasing Department prior to the Bid Opening.

Subcontractor Disclosure Follows on the Next Page

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Subcontractor Disclosure
(Required to be completed, if applicable)

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.
BENCHMARK	0033500522	CONCRETE	NO

EMC | Employers Mutual Casualty Company

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Hill Electric, Inc.

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Arkansas , as Surety, are held and firmly bound unto the City of Bentonville as obligee, in the sum of 5% of amount bid---------- DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

Installation of new generators - lift Station 9 - 23 generators
Bid Date 04-20-22

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, 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.

Signed, Sealed and Dated this 11th day of April , 20 22 .

Witness

Hill Electric, Inc.
Principal
By [redacted]

Employers Mutual Casualty Company
Surety
By: [redacted]
Greg Sims
Attorney-in-Fact

Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.

7007.4 (07-14)

P.O. Box 712 • Des Moines, Iowa 50306-0712

EMC INSURANCE

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

GREG REYNOLDS SIMS

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Five Million Dollars $5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

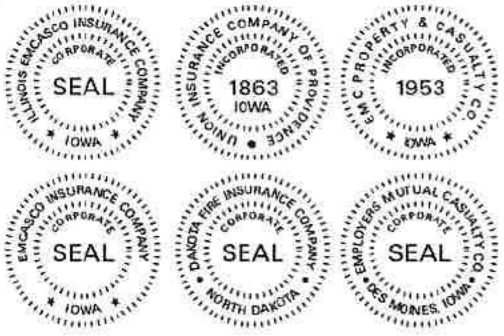
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March , 2020 .

[redacted]

Seals



Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

KATHY LOVERIDGE
Commission Number 780769
My Commission Expires
October 10, 2022

On this 30th day of March , 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022

[redacted]

Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March , 2020 , are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of April , 2022 .

[redacted]

Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."

ACKNOWLEDGE ADD #1

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-22-40	**Solicitation Title:**	Lift Station #9 and #23 Generators, Complete with Installation
Addendum Number:	1	**Date of Issuance:**	April 15, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated March 27, 2022.
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 1 page(s).

1. **Response to Questions:** The following questions have been submitted to IFB-22-40. This Addendum Number 1 includes the questions and the City's response.

Line #	Submitted Question	City's Response
1	Would a precast concrete pad in lieu of a poured in place concrete pad be acceptable?	A precast pad would not be acceptable due to the fact that the areas being installed are not perfectly level. The pad is required to be poured in place to achieve the best overall security for the generator set.
2	Are there any pictures of the sites available, particularly of the meter? If not, are they open for a site visit or would one need to be scheduled?	Site visits may be scheduled by emailing cearl@bentonvillear.com and copying purchasing@bentonvillear.com or by calling (479) 696-0273 or (479) 271-3115. Bidders must note that no questions will be permitted at the site-visit and there will be no overview of Scope etc., any staff present will be for access purposes only.

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-40	**Date of Issuance:**	MARCH 27, 2022 APRIL 3, 2022
Description:	LIFT STATION #9 AND #23 GENERATORS, COMPLETE WITH INSTALLATION		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	**5% BID BOND REQUIRED (SEE BID BOND SECTION FOR ADDITIONAL DETAILS)**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**APRIL 20, 2022 at 2:00 P.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:	APRIL 14, 2022 - 4:30 P.M. CST

Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.

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EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: HILL ELECTRIC **Phone Number:** 479-267-2403

Business Address (Full Street/City/State/Zip): 13316 RHEAS MILL RD FARMINGTON, AR 72730

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

Name of Contact Person: MARTY WARNER **Email:** ESTIMATOR2@HILLARK.COM

Signature of Authorized Person [redacted] **Date:** 4/20/22

Printed or Typed Name: MARTY WARNER **Title:** PROJECT MANAGER

Arkansas Contractors License Number: 0152030522 **(Not required unless specified in this document)**

Sales or Use Tax ID Number: 02-0613077

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

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the purchase, delivery and complete turn-key installation and project management for SD060 Generac Generators and TX301 Series Transfer Switches, as specified or equivalent, for Lift Station #9 and Lift Station #23, for the City of Bentonville, Arkansas Water Resource Recovery Facility.

The awarded Bidder may complete the Lift Stations concurrently or at different times; however, this information must be provided in their Bid Submission.

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.
- 5% Bid Bond, As Required
- Appendix A & B with Response Fields complete
- Appendix C, signed and notarized (Bid invalid if this document is not signed and notarized and included in the Bid Submission)
- Appendix D, completed and initialed

BIDDERS NOTE: NO EMAILED OR ELECTRONIC BID SUBMISSIONS WILL BE ACCEPTED. BIDS MUST BE DELIVERED IN A SEALED ENVELOPE AS SPECIFIED IN THIS INVITATION FOR BID.

3. APPENDIXES

- **APPENDIX A: LIFT STATION #9 SPECIFICATIONS (SPECIFICATIONS & RESPONSE DOCUMENT)**
- **APPENDIX B: LIFT STATION #23 SPECIFICATIONS (SPECIFICATIONS & RESPONSE DOCUMENT)**
- **APPENDIX C :NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D :VENDOR/CONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**

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SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of 60 days after the Public Bid Opening. The City of Bentonville has 60 days from the Bid Opening date in which to evaluate Bids and recommended award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

2. BONDS

A. BID BOND (BID GUARANTEE) (WHEN REQUIRED)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

_X__Bid Bond Required __Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of **5% of the Total Bid Price**, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 2 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

_X__Performance and Payment Bond Required __Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City. The awarded Bidder may elect to transfer the Performance Bond to a Maintenance Bond upon conclusion of the Project for the one-year guarantee period.

C. BONDS – GENERAL

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

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty

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(20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

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

4. SPECIFICATIONS

All items shall be delivered as specified in this Invitation for Bid Document and all attach appendixes. Deviations from Specifications or any item(s) proposed to be equivalent or substitute must be noted in the Bid Submission.

3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders are required to include any applicable warranties for the materials/items proposed, in the space provided below:

1 YEAR FROM COMPLETION FOR ALL MATERIAL HILL ELECTRIC INSTALLED PER DETAILED SCOPE OF WORK.

4. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State Laws, and the rules and regulations of all authorities having jurisdiction over the purchase or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

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5. ENCOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups. The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

6. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1,2 etc.).
All questions should reference the IFB number when submitted
Submit Via Email: purchasing@bentonvillear.com
Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712
For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum; Bidders are not required to acknowledge RFI Responses in their Bid Submissions.

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that a

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EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS CONTINUED

equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected. If no substitute or equivalent item will be accepted by the City due to existing equipment or processes in place, the specified item will have "NO SUB" included. When the City specifies "NO SUB", no substitute or alternate item will be accepted.

8. INDEMNIFICATION

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

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

9. PAST PERFORMANCE/REFERENCES

The City reserves the right to request references and to contact those references as part of the evaluation of Bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of Bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work or delivery of items for the City or any other entity for whom the Bidder has performed work. The City reserves the right to request additional information from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

10. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

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11. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable).

12. INVOICING

The awarded Bidder shall provide an invoice to the City for review and approval prior to payment. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts etc.).

The invoicing option(s) available to Bidders for this IFB are indicated below by an "x" mark in the option(s) available.

_X__Invoice upon 100% completion (As approved by the City)

_X__Progress invoicing (Payment will be made only for actual work completed and approved by the City and/or for materials stored on the City's worksite)

Payment will not be made for incomplete work or for item(s) delivered out of spec (not as specified). Any return or correction shall be at the awarded Bidder's expense. The City reserves the right to cancel an order due to receiving out of spec item(s) or request a replacement, whatever is in the City's best interest.

Unless otherwise specified, invoices will be paid within fourteen (14) days of receipt of an approved invoice.

All invoices should be submitted to the City of Bentonville Accounts Payable Office, address and email below:

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

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13. BIDDER REQUESTED PAYMENT TERMS

Bidders must use the space provided below to communicate their requested payment terms. Requests are not guaranteed for approval.

_X_NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission __Other (Specify Below)

_____

_____

14. TERM

The Section with an "x" mark below shall apply to this Invitation for Bid.

_X_Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be six (6) months. Bidders shall note that the Contract Term is separate from the required days to complete work.

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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall furnish all labor, materials, equipment, tools, supervision, insurance, and all other necessary components indicative of the type of work or supply of item(s) or services specified herein and as required to perform the work to 100% completion and/or to deliver all item(s) and/or services to the City as specified.

The Scope of work for this Invitation for Bid (IFB) is for the purchase, delivery and complete turn-key installation and project management for SD060 Generac Generators and TX301 Series Transfer Switches, as specified or equivalent, for Lift Station #9 and Lift Station #23, for the City of Bentonville, Arkansas Water Resource Recovery Facility.

The work for each Lift Station may be completed concurrently or at different times; however, Bidders must include this information in their Bid Submission.

Bidders are responsible for field verification of all information, and for making themselves familiar with the job-site, scope of work, and all other details required to submit a responsive and responsible Bid.

The awarded Bidder shall provide the following Project Management services for the completion of work at each Lift Station:

1) Start-up, one trip including travel
2) Training of City personnel at the time of start-up
3) Factory load bank testing
4) Submittal drawings
5) Dimensional drawings, Electrical drawings, Product Specifications
6) Production testing
7) Technical assistance
8) Operation and maintenance manuals for engine, generator

The delivered items shall be complete without any defect and shall include all factory, manufacturer and any other warranties applicable.

The Specifications for the equipment and work are included in this Invitation for Bid Packet as Appendixes A and B. All work and materials shall be supplied as specified. Equivalent or Alternate Submissions will be evaluated by the City; the City shall have the final determination if an Equivalent or Alternate Submission is in the City's best interest to award.

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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): ___ May 24_____

Delivery/Work-Site Address 1: Lift Station # 9 at 1313 Cresent Bentonville, AR

Delivery/Work-Site Address 2: Lift Station #23 at Vaughn at South West Regional Airport Bvld. Bentonville, AR

*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 30 day(s) from Notice to Proceed for each location (site).

100% Completion Per Site: The City requests that work be 100% complete within 90 days from work beginning per site.

100% Completion Both Sites: The City requests that both work sites be complete within six months from the date work begins at the first site.

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 ___ day(s) from Notice to Proceed for each location

100% Completion: 100% completion will be reached within ___ days from work beginning per site.

100% Completion Both Sites: 100% completion for both sites will be reached within _____ from the date work begins at the first site.

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SECTION 4: GENERAL SPECIFICATIONS

BIDDERS NOTE THAT SPECIFIC WORK AND EQUIPMENT SPECIFICATIONS ARE LOCATED IN APPENDIX A & B

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 appendixes and agrees to perform the work and provide the materials and equipment 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 (Pre-Construction Meeting). If the Lift Stations will be completed at separate times, the awarded Bidder shall meet with the City to review the Scope of Work prior to beginning each Lift Station.	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	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
7	The awarded Bidder understands that this IFB Document, including the Specifications in the appendixes attached hereto (Appendix A) (Appendix B) contains all Specifications for work, materials and products. Work shall be completed, as specified, according to this Bid Document and all attached Appendixes. The awarded Bidder shall perform the work in accordance with industry standards and best practices.	X	

Bidders see Appendix A and B for additional Specifications

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SECTION 4: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

   The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

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4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

   The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evidence on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

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

   Bidder's accept all terms and conditions herein upon submission of their signed Bid.

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

   UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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

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

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

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

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

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

    The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

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

    Conditional Bids are not acceptable and are subject to rejection in whole or in part at the sole discretion of the City.

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

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

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

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14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.

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

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

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

18. **ACCEPTANCE OF MATERIAL:** The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.

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

20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

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

    All deliveries shall be FOB Destination to the location listed on the purchase order, contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

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

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

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

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

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

    The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.

    It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.

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

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

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

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

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3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City and without penalty to the City.

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

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

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount specified herein, payable without condition to the City of Bentonville. Personal or company checks are not acceptable The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

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

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

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

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35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

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

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

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

40. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Department by emailing purchasing@bentonvillear.com or calling (479) 271-3115.

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SECTION 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

Bid prices shall include all costs, **including but not limited to: tax,** all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

_X__Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern. The Total Bid Price is used for comparison purposes only; final payments will be based on actual work performed and materials supplied. If the required quantities of the items listed are increased or decreased by Change Order, the unit prices set forth shall apply to such quantities. Bid prices shall be rounded to the nearest cent.

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included _X__Deductive Alternates not Included in this IFB

The City reserves the right to award the project in any manner that is deemed in its best interest, or to reject any or all Bids and to waive any irregularities.

No Bid shall be withdrawn for a period of ninety (60) days after the opening of Bids without the consent of the City; 60 days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

Unit of Measure Definitions:

LS – Lump Sum **EA** – Each **SF**- Square Foot **BX** – Box **SY**- Square Yard **CY**- Cubic Yards

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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BID FORM

Line Item	Quantity (Unit of Measure = LS)	Description	Per Unit Price	Extended Price (Unit Price x Quantity)
1	1	Lift Station #9 SD060 Generac Generator and TX301 Series Transfer Switch, complete with turn-key installation and project management, as specified.	$ 65,906	$ 65,906
2	1	Lift Station #23 SD060 Generac Generator and TX301 Series Transfer Switch, complete with turn-key installation and project management, as specified.	$ 66,173	$ 66,173
TOTAL BID PRICE (Stated in figures)			$ 132,079 00	
TOTAL BID PRICE (Stated in words)			ONE HUNDRED THIRTY TWO THOUSAND AND SEVENTY NINE DOLLARS 00/100	

BIDDER DECLARATION

The Undersigned hereby declares that they have 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 their sources of supply, has satisfied themselves as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the sam[redacted]

Company Name: HILL ELECTRIC By (Authorized Person's Signature): [redacted]

Printed Name and Title: MARTY WARNER PROJECT MANAGER

Date: 4/20/22

*If Bidder is a corporation, indicate state of incorporation, under the Firm's Signature, and if a partnership, give full names of all partners.

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APPENDIX A

LIFT STATION #9

SPECIFICATIONS DOCUMENT(S)

Water Resource Recovery Facility

Bid Specifications for:

Lift Station #9 Rice Rd at 1313 Cresent Bentonville, AR

Equipment Proposed: SD060 Generac Generator and TX301 Series Transfer Switch turnkey installation.

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 60 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Brushless Excitation
- With upsized 80 kW alternator
- Standard Weather Protective Enclosure, Steel
    - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- H-100 Control Panel
    - Meets NFPA 99 and 110 requirements
    - Temp Range -40 to 70 degrees C
    - Digital Microprocessor:
        - Two 4-line x 20 displays, full system status
        - 3 Phase sensing, +/-0.25% digital voltage regulation
        - RS232, RS485 and Canbus remote ports
        - Waterproof connections
        - All engine sensors are 4-20ma for minimal interference
        - Programmable I/O
        - Built-in PLC for special applications
    - Engine function monitoring and control:
        - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
        - Isochronous Governor, +/-0.25% frequency regulation
        - Full system status on all AC output and engine function parameters
        - Service reminders, trending, fault history (alarm log)
        - I2T function for full generator protection
        - Selectable low-speed exercise
    - 2-wire start controls for any 2-wire transfer switch

- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
    - 100 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- 24" 189 Gallon Double-Wall UL142 Base tank
    - Mechanical fuel level indicator gauge
    - Electronic fuel level sender
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- Standard 2-Year Limited Warranty
- SD0060KG174.5D18HBYY3

Quantity 1 - TRANSFER SWITCH - TX SERIES

- 100 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit
    - Utility Voltage Sensing Controls:
        - Adjustable Drop-out and Pick-up
        - Adjustable Utility Interrupt Delay
    - Adjustable Logic Controls:
        - Minimum Standby Voltage
        - Minimum Standby Frequency
        - Engine Warmup
        - Return to Utility
        - Engine Cool down
        - Transfer on Exercise
- Enclosure Heater
- Double Set of Form C Auxiliary Contacts
- UL Listed 1008 by ETL
- Controller and Circuit Breaker Covers, Pad lockable, Black
- NEMA 4X Stainless Steel Enclosure
- 3 Owner's Manuals
- 35KA Contactor Withstand and Closing Rating
- Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX301NS0100K3CH

Quantity 1 - Start-Up

Quantity 1 – Freight needs to be included in bid

Quantity 1 - Electrical installation:

- Specific Inclusions
- 1. 100amp service as needed for new generator and transfer switch supplied by others.
- 2. Receive Generac equipment on site.
- 3. Equipment for unload and setting.
- 4. Concrete pad. Cut and patch of existing concrete as needed.
- 5. Grounding.
- 6. Work will be done during normal working hours.

- Specific Exclusions
- 1. Fuel.
- 2. Disconnects, will utilize existing.
- 3. New switchgear.
- 4. Seismic calculations, equipment, testing, material.
- 5. Bringing any existing electrical up to code.
- 6. All rock excavation.
- 7. Providing dumpster.
- 8. Generators for temp power.
- 9. Security, speakers, cameras, access, fire alarm.
- 10. Utility company charges.
- 11. Bond premium.
- 12. Relocation of any existing electrical lines.

Project Management Services

- Start-up, one trip including travel
- Training of owners personnel at time of start up
- Factory load bank testing
- Submittal drawings
- Dimensional drawings, Electrical drawings, Product specifications
- Production testing
- Technical assistance
- Operation and maintenance manuals for engine, generator

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APPENDIX B

LIFT STATION #23

SPECIFICATIONS DOCUMENT(S)

Water Resource Recovery Facility

Bid Specifications for:

Lift Station #23 Vaughn at South West Regional Airport Blvd Bentonville, AR

Equipment Proposed: SD060 Generac Generator and TX301 Series Transfer Switch turnkey installation.

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged 4-cylinder 4.5L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 60 kW Rating, wired for 277/480 VAC three phase, 60 Hz
- Brushless Excitation
- With upsized 80 kW alternator
- Standard Weather Protective Enclosure, Steel
    - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Certified
- H-100 Control Panel
    - Meets NFPA 99 and 110 requirements
    - Temp Range -40 to 70 degrees C
    - Digital Microprocessor:
        - Two 4-line x 20 displays, full system status
        - 3 Phase sensing, +/-0.25% digital voltage regulation
        - RS232, RS485 and Canbus remote ports
        - Waterproof connections
        - All engine sensors are 4-20ma for minimal interference
        - Programmable I/O
        - Built-in PLC for special applications
    - Engine function monitoring and control:
        - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
        - Isochronous Governor, +/-0.25% frequency regulation
        - Full system status on all AC output and engine function parameters
        - Service reminders, trending, fault history (alarm log)
        - I2T function for full generator protection
        - Selectable low-speed exercise
    - 2-wire start controls for any 2-wire transfer switch

- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Standard MLCB, 80% rated thermal-magnetic
    - 100 Amp
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- 24" 189 Gallon Double-Wall UL142 Base tank
    - Mechanical fuel level indicator gauge
    - Electronic fuel level sender
- 3 Owner's Manuals
- 120V GFCI and 240V Outlet
- Standard 2-Year Limited Warranty
- SD0060KG174.5D18HBYY3

Quantity 1 - TRANSFER SWITCH - TX SERIES

- 100 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit
    - Utility Voltage Sensing Controls:
        - Adjustable Drop-out and Pick-up
        - Adjustable Utility Interrupt Delay
    - Adjustable Logic Controls:
        - Minimum Standby Voltage
        - Minimum Standby Frequency
        - Engine Warmup
        - Return to Utility
        - Engine Cool down
        - Transfer on Exercise
- Enclosure Heater
- Double Set of Form C Auxiliary Contacts
- UL Listed 1008 by ETL
- Controller and Circuit Breaker Covers, Pad lockable, Black
- NEMA 4X Stainless Steel Enclosure
- 3 Owner's Manuals
- 35KA Contactor Withstand and Closing Rating
- Service Entrance Rated
- In Phase Only Transfer
- Standard two year basic warranty
- TX301NS0100K3CH

Quantity 1 - Start-Up

Quantity 1 – Freight needs to be included in bid

Quantity 1 - Electrical installation:

- Specific Inclusions
- 1. 100amp service as needed for new generator and transfer switch supplied by others.
- 2. Receive Generac equipment on site.
- 3. Equipment for unload and setting.
- 4. Concrete pad. Cut and patch of existing concrete as needed.
- 5. Grounding.
- 6. Work will be done during normal working hours.

- Specific Exclusions
- 1. Fuel.
- 2. Disconnects, will utilize existing.
- 3. New switchgear.
- 4. Seismic calculations, equipment, testing, material.
- 5. Bringing any existing electrical up to code.
- 6. All rock excavation.
- 7. Providing dumpster.
- 8. Generators for temp power.
- 9. Security, speakers, cameras, access, fire alarm.
- 10. Utility company charges.
- 11. Bond premium.
- 12. Relocation of any existing electrical lines.

Project Management Services

- Start-up, one trip including travel
- Training of owners personnel at time of start up
- Factory load bank testing
- Submittal drawings
- Dimensional drawings, Electrical drawings, Product specifications
- Production testing
- Technical assistance
- Operation and maintenance manuals for engine, generator

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

APPENDIX C

NON-COLLUSION AFFIDAVIT

(REQUIRED RESPONSE DOCUMENT)

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of ARKANSAS

County of WASHINGTON

I MARTY WARNER 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: PROJECT MANAGER

Subscribed and sworn before me this: 19th day of April, 2022

Notary Publ [redacted] My commission expires: 3-27-2030

JENEEN WILLIAMSON
MY COMMISSION # 12710552
EXPIRES: March 27, 2030
Washington County

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

APPENDIX D

CONTRACTOR-VENDOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: HILL ELECTRIC

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.**

Initials

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-40 TO HILL ELECTRIC, INC. FOR THE PURCHASE OF TWO (2) SC060 GENERAC GENERATORS IN THE AMOUNT OF ONE HUNDRED THIRTY-TWO THOUSAND SEVENTY-NINE DOLLARS ($132,079.00); AND FOR OTHER PURPOSES.

WHEREAS, Hill Electric, Inc. is the lowest qualified bidder for bid IFB-22-40;

WHEREAS, this contract covers the purchase of two (2) SC060 Generac generators with TX301 transfer switches, full turn-key installation and start-up; and

WHEREAS, this will be paid with budgeted funds in the amount of one hundred thirty-two thousand seventy-nine dollars ($132,079.00).

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 contract with Hill Electric, Inc. for the purchase of two (2) SC060 Generac generators for the City of Bentonville Water Resource Recovery Facility;

Section 2: The estimated contract cost is one hundred thirty-two thousand seventy-nine dollars ($132,079.00);

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 _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**5/24/2022**
Department	**Inventory Control**
Submitted by	**Travis Matlock**
Phone	**479 271-3145**

Item Type: (*Check All That Apply)*

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

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

Resolution to award bid for 477 overhead wire to the lowest bidder as shown on the attached bid tabulation in the amount of $99,371.25 plus applicable taxes. Approved by Utility Board 5-0.

Estimated Cost	**99,371**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: **MAY 24, 2022**

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **477 OVERHEAD WIRE Formal Bid # IFB-22-56**

The City of Bentonville recommends awarding the bid for 477 overhead wire to the lowest bidder.

Stuart Irby Company in the amount of $99,371.25, plus applicable taxes.

City of Bentonville Electric Utilities Department
477 ACSR OVERHEAD WIRE

BEUD Inventory Part Number	Wire Size	Feet Required	Price Per Foot	Extended Price	Lead Time
2184	WIRE 477 ACSR 18/1 PELICAN	15 Reels @ 4015'	$1.65/Stuart Irby - CME wire	$99,371.25	34 weeks
		TOTAL: 60,225'	$2.12/Arkansas Electric	$127,677.00	20-26 weeks
			$2.55/Stuart Irby - American Wire	$153,573.75	16 weeks

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-56 TO STUART IRBY COMPANY FOR THE PURCHASE OF 477 OVERHEAD WIRE IN THE AMOUNT OF NINETY-NINE THOUSAND THREE HUNDRED SEVENTY-ONE DOLLARS AND TWENTY-FIVE CENTS ($99,371.25) PLUS APPLICABLE TAXES; AND FOR OTHER PURPOSES.

WHEREAS, Stuart Irby is the lowest qualified bidder for bid IFB-22-56;

WHEREAS, this contract covers the purchase of 477 overhead wire; and

WHEREAS, this will be paid with budgeted funds in the amount of ninety-nine thousand three hundred seventy-one dollars and twenty-five cents ($99,371.25) plus applicable taxes.

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 contract with Stuart Irby for the purchase of 477 overhead wire for the City of Bentonville Inventory Control Department;

Section 2: The estimated contract cost is ninety-nine thousand three hundred seventy-one dollars and twenty-five cents ($99,371.25) plus applicable taxes;

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 _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**5/24/2022**
Department	**Inventory Control**
Submitted by	**Travis Matlock**
Phone	**479 271-3145**

Item Type: (*Check All That Apply)*

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

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

Ordinance waiving the requirements for competitive bidding and entering into an agreement with Stuart Irby Company for 750 underground wire in the amount of $79,758.00 plus applicable taxes. Approved by Utility Board 5-0.

Estimated Cost	**79,758**
Is this Item Budgeted?	☑ Yes ☐ No

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

Waiver of Bid Request

Date of Utility Board Meeting	**5/17/2022**
Department	**Inventory**
Submitted by	**Travis Matlock, PE**
Phone	**(479) 271-5941**

Vendor	**Stuart Irby Company**
Total Cost	**$ 79,758.00**

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):***

750 UG Wire plus applicable taxes.

Justification ***(Enter justification in space below):***

Due to current market volatility and lead times, it is not feasible to formally solicit bids for the wire. Approved by Utility Board 5-0.

M E M O R A N D U M

DATE: **MAY 24, 2022**

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **750 UNDERGROUND WIRE**

The City of Bentonville recommends waiving the requirements for competitive bidding and enter into an agreement with Stuart Irby Company to purchase 750 UG wire in the amount of $79,758.00.

With current supply chain issues and the rate at which commodities are changing, Bentonville staff has a made a decision to obtain 3 quotes and waive the requirements for competitive bidding. The bid process takes an extra 2 weeks, making the total time to purchase wire approximately 1 month due to the Utility Board and City Council schedules. The possibility exists that the price will dramatically change during this month. The process staff establish still ensures we will get the lowest price, but does not add the extra time.

The OH wire prices/lead time is not being affected the same way UG wire, transformers, or junction boxes.

City of Bentonville Electric Utilities Department
750 UNDERGROUND WIRE

BEUD Inventory Part Number	Wire Size	Feet Required	Price Per Foot	Extended Price	Lead Time
2192	WIRE 750 1/3 NEUTRAL AL	6 reels @1500'	$8.862 - STUART IRBY	$79,758.00	12/30/2022
		TOTAL: 9000'	$16.44 - TECHLINE	$172,620.00	8/31/2022
			$20.19 - ARKANSAS ELECTRIC	$181,710.00	38 weeks

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH STUART IRBY FOR 750 UNDERGROUND WIRE IN THE AMOUNT OF SEVENTY-NINE THOUSAND SEVEN HUNDRED FIFTY-EIGHT DOLLARS ($79,758.00) PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Inventory Department requires 750 underground wire to provide for Electric Utility installation and projects;

WHEREAS, due to current supply chain issues and price volatility with this project, soliciting bids is not feasible; and

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Stuart Irby for 750 underground wire for the City of Bentonville Inventory Control Department in the amount of seventy-nine thousand seven hundred fifty-eight dollars ($79,758.00) plus applicable taxes;

Section 2: Due to current market volatility and supply chain issues with this product, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

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 Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____day of _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council	**5/24/2022**
Department	**Sewer Rehab**
Submitted by	**Kevin Alsup**
Phone	**(479) 271-3140**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to approve a budget adjustment in the amount of $3,281.00 to cover costs above budget amount associated with a 5500 Cab and Chassis and dump bed. The 2022 budget amount for the truck and dump bed was $70,000. The truck was approved for purchase by City Council on April 12, 2022 for $61,775.00. Staff received three bids on the dump bed with the lowest coming in at $11,506.00. This bid made our total cost for the complete package $73,281.00 which is $3,281.00 over the 2022 budget amount. Funding will be from the Wastewater Reserves. Utility Board approved 5-0.

Estimated Cost	**$73,281**
Is this Item Budgeted?	☑ Yes ☐ No **$70,000 budgeted Total Cost is $73,281**

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

Budget Adjustment Request

Date of City Council	**5/24/2022**
Department	**Sewer Rehab**
Submitted by	**Kevin Alsup**
Phone	**(479) 271-3140**

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

Budget Adjustment- Staff is requesting approval of a budget adjustment in the amount of $3,281 to cover costs above budget amount associated with a 5500 Cab and Chassis and dump bed. The 2022 budget amount for the truck and dump bed was $70,000. The truck was approved for purchase by City Council on April 12, 2022 for $61,775. Staff received three bids on the dump bed with the lowest coming in a $11,506. This bid made our total cost for the complete package $73,281 which is $3,281 over the 2022 budget amount. Funding will be from the Wastewater Reserves. Utility Board approved 5-0.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503040	**47420**	**Vehicles**		**$ 3,281.00**
		Totals	**$ -**	**$ 3,281.00**
		Net Impact on Fund Balance	**$**	**(3,281.00)**

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

Memo

To: City Council

From: Kevin Alsup

cc: Preston Newbill, Mike Bender

Date: May 6, 2022

Re: Dump Bed for a Ram 5500 Cab and Chassis

Staff is requesting a budget adjustment of $3,281 to cover costs above a budget amount associated with a new Ram 5500 Cab and Chassis and dump bed. The total budget amount for the truck and dump bed was $70,000.

The Ram 5500 Cab and Chassis truck was approved for purchase by City Council on April 12, 2022, for $61,775. Staff received three bids on the dump bed with the lowest coming in at $11,506. This bid made our total cost for the complete package $73,281, which is $3,281 over the 2022 budget amount of $70,000.

This budget adjustment will be paid out of Wastewater Reserves.

Thank you for your consideration of this request.

Kevin Alsup

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF THREE THOUSAND TWO HUNDRED EIGHTY-ONE DOLLARS ($3,281.00) FROM WASTEWATER RESERVE FUNDS TO ACCOUNT 503040-4720 – VEHICLES; AND FOR OTHER PURPOSES.

WHEREAS, additional funds are required in order to complete the installation of the dump bed for the previously approved 5500 cab and chassis for the City of Bentonville Sewer Rehabilitation Department; and

WHEREAS, these funds should be appropriated from wastewater reserves.

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

Section 1: The 2022 Budget is amended to appropriate funds from wastewater department reserves as set forth below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503040	47420	Vehicles		$ 3,281.00
		Totals	$ -	$ 3,281.00
		Net Impact on Fund Balance	$	(3,281.00)

Section 2: 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 3: Repeal of Conflicting Provisions: 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 _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**5.24.2022**
Department	**Admin**
Submitted by	**Mayor Orman**
Phone	**(479) 271-5966**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution Supporting the Designation of the Purple Heart Trail in the City of Bentonville.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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

PROCLAMATION

WHEREAS: First created as the Badge of Military merit by George Washington in 1782, the Purple Heart is the oldest military decoration presently in use; and

WHEREAS: The Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to any member of the United States Armed Services wounded or killed in combat with a declared enemy of the United States; and

WHEREAS: Many former residents of Bentonville have made the ultimate sacrifice in giving their lives in the cause of freedom, and numerous combat-wounded veterans currently reside within this City and contribute to this community in countless ways; and

WHEREAS: Chartered by an act of Congress, the mission of the Military Order of Purple Heart is to foster an environment of good will among the combat wounded veteran members and their families, promote patriotism, support legislative initiatives and most important, make sure we never forget; and

WHEREAS: We appreciate the sacrifices our Purple Heart recipients have made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the support they have earned; and

WHEREAS: The City of Bentonville wishes to pledge its strong support to the Military Order of the Purple Heart and for those who put their lives at risk in service of their Country and their fellow citizens.

NOW, THEREFORE, I Bob McCaslin, Mayor of the City of Bentonville do hereby proclaim that the City of Bentonville is a **"Purple Heart City."**

Given this 23rd day of February, 2016, in Bentonville, in the great State of Arkansas, in the United States of America.

[redacted]

Bob McCaslin, Mayor
City of Bentonville

Exhibit "A"

PURPLE HEART TRAIL TO UNIVERSITY OF HEALTH AND PERFORMANCE (alternate)

Subscriber

By Andy Chasteen

Created on December 16, 2021

53.36km	712m	Road
Distance	Elevation Gain	Ride Type

2:17:44
Est. Moving Time

Purple Heart Bike Trail - First in the United States

- At the end cut through single track from at 102 along Spavinaw - ride single track along river for last 5 miles.

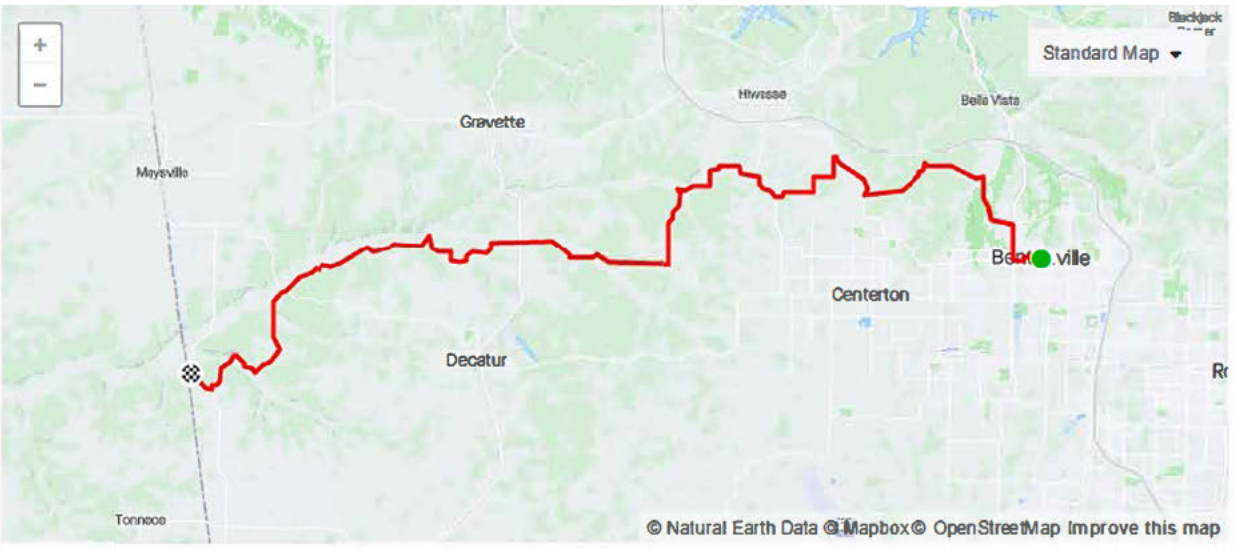
- Purple Heart Trail to have trailhead with story about its meaning - connecting NWA communities to veterans and the Universitys work.

- On University side a coffee shop similar to Coler on edge of campus. Students go there to get coffee before class, riders stop for fuel.

- World class mountain bike race track around outside of University - could integrate Beaverfit fitness conex containers etc as drops and ramps. https://www.beaverfitusa.com/air-delivery

- Along trail brand partners/sponsors each mile annually

- Local foundations to donate $ for each rider each year incentivizing riders to ride it.



Segments

	Name	Distance	Elev. Diff.	Avg. Grade
☆	DOWN Punkin HOLLLERR	1.29 km	43 m	-3.3%
☆	Run for the Hill	2.59 km	35 m	1.4%
☆	Almost 400ft *Climb*	5.56 km	97 m	1.6%
☆	Kujo!	0.50 km	10 m	1.9%
☆	Short Road Westbound	3.04 km	62 m	1.8%
☆	Punchy on Short	0.89 km	36 m	4.0%
☆	Down Pierce to Spavinaw	1.63 km	30 m	-1.0%

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE PURPLE HEART BIKE TRAIL DESIGNATION IN THE CITY OF BENTONVILLE; AND FOR OTHER PURPOSES.

WHEREAS, on February 23, 2016, the City of Bentonville was proclaimed a Purple Heart City;

WHEREAS, that Proclamation is incorporated into this Resolution as though it was set out word for word;

WHEREAS, supporting the designation of the Purple Heart Bike Trail will allow, among other things, students from the University of Health and Performance to honor Purple Heart Veterans as they complete their final operation before graduation; and

WHEREAS, this will be the first designation of its kind in the Country.

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

Section 1: The City of Bentonville supports the Purple Heart Bike Trail designation, along the proposed route referenced in Exhibit "A", within the City;

Section 2: 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 3: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council or parts of resolutions or orders of the City Council that are in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, MAYOR

Attest:

_____

Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**5.24.2022**
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 to amend Jackson, Brown, Palculict (JBP) Architectural Agreement with the City for the Training Facility. This amendment will take the original agreement from 6.5% fee to an hourly rate.

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☐ No

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

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: 5.24.2022

Re: Jackson, Brown, Palculict (JBP)

Fire Department Staff is requesting Council approve an amendment to JBP's original agreement for their Architectural Services for the Training Facility.

JBP is amending their agreement to an hourly rate instead of the 6.5% standard fee. This will save approximately $100,000.00 from the original agreement.

Thank you for your consideration.

AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Fire Training Facility

AGREEMENT INFORMATION:
Date: 5 October 2021

AMENDMENT INFORMATION:
Amendment Number: 001
Date: 28 April 2022

OWNER: *(name and address)*
City of Bentonville
117 West Central
Bentonville, Arkansas 72712

ARCHITECT: *(name and address)*
Jackson Brown Palculict Architects, Inc.
12921 Cantrell Road, Suite 201
Little Rock, AR 72223

The Owner and Architect amend the Agreement as follows:

Change compensation method for Basic Services from percentage of cost of construction to hourly billing rates.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Paragraph 11.1

Item .2: DELETE - "Six and one-half percent (6.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6., until a lowest bona fide bid or construction sum is determined. Once established, contract increases may occur."

Item .3: INSERT - "Compensation for Basic Services shall be billed at an hourly rate in accordance with the hourly rates set forth in paragraph 11.7.

Schedule Adjustment:

N/A

SIGNATURES:

Jackson Brown Palculict Architects, Inc.	City of Bentonville
AR [redacted]	**OWNER** *(Firm name)*
SI [redacted]	**SIGNATURE**
H.F. Brown, IV, AIA, LEED AP, President	
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
28 April 2022	
DATE	**DATE**

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User Notes: (3B9ADA4D)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH JACKSON, BROWN, PALCULICT (JBP); RELATED TO ARCHITECTURAL SERVICES FOR THE BENTONVILLE FIRE DEPARTMENT TRAINING FACILITY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville entered into the original architectural contract with Jackson, Brown, Palculict (JBP) for architectural services related to the Bentonville Fire Department Training facility on October 5th, 2021; and

WHEREAS, this amendment will modify the architectural fee from six and a half percent (6.5%) to an hourly rate, resulting in significant cost savings for the City.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into an amendment to the agreement with Jackson, Brown, Palculict (JBP) for architectural services related to the Bentonville Fire Department Training facility to modify the architectural fee from six and a half percent (6.5%) to an hourly rate;

Section 2 - 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 3: Repeal of Conflicting Provisions: 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 _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**5.24.2022**
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):*

Ordinance recommending a Waiver of Bid to ASAP - Off Road Specialty Vehicles for the purchase of a 2022 Medstat MS 500 UTV in the amount of $72,619.00. ASAP is a sole source vendor for this type of vehicle.

Estimated Cost	**$72,619.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Waiver of Bid Request

Date of City Council Meeting	**05.24.2022**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-3151**

Vendor	**ASAP**
Total Cost	**$ 72,619.00**

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):***

2022 Medstat MS 500 UTV to be used on the trails and for special events. This vehicle is a small ambulance with the capability of carrying a patient for long distance in an enclosed box.

Justification ***(Enter justification in space below):***

Special events and trail responses have increased to justify this purchase.

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: May 4, 2022

Re: Budgeted UAV Purchase

To keep up with the demand for EMS at Special Events, we budgeted a second Mini-Ambulance. The mini-ambulance allows our EMS personnel to respond to areas of limited access and allow our crews to utilize lifesaving skills in remote or hard to reach areas that our full-sized units are unable to navigate. There is only one manufacturer that produces this type of vehicle, Asap911 out of Midvale, Ohio and we are seeking for a bid waiver in the amount of $72,619.00 to purchase this unit. The bid waiver is at the recommendation of Purchasing after reviewing the related documentation.

April 3, 2014

Dear Mr. Smith,

Alternative Support Apparatus LLC of 5609 Gundy Drive, Midvale, Ohio is the only company in the world that builds the ASAP Select Series vehicle that features exclusive Mod Kits to maximize usability, flexibility and mobility. This diverse vehicle is built on the rugged Polaris Ranger 6x6 chassis. Alternative Support Apparatus has an exclusive contract with Polaris Industries that allows only ASAP to modify the Polaris Ranger 6x6 chassis and still maintain the Polaris warranty. The Ranger 6x6 chassis is the only true 6x6 chassis in its class with the same power and payload capacity.

ASAP will meet your needs with our numerous standard features and our extensive list of options.

ASAP and Polaris products are all made in the United States of America.

Scott Carlisle
Alternative Support Apparatus LLC

Toll Free : 877.929.2727 Fax : 740.922.9337
5609 Gundy Drive • P.O. Box 556 • Midvale, Ohio 44653 • www.ASAP911.COM

ASAP - OFF ROAD SPECIALTY VEHICLES
5609 GUNDY DRIVE MIDVALE, OH 44653
877-929-2727 www.asap911.com
Pricing effective 01-01-2022

2022 MEDSTAT MS 500 QUOTE

DEALER:
CUSTOMER:
Bentonville Fire Department
800 SW ST
Bentonville, AR 72712
jfeemster@bentonvillear.com Joel Feemster

DATE 4/27/2022
QUOTED BY S. Carlisle

	CUSTOMER NET PRICE	QTY	CUSTOMER EXTENDED PRICE
MS 500 BASE UNIT	**$65,765**	1	$65,765
CHASSIS AND CAB STANDARD FEATURES			
Modified Intimidator UTV Chassis			
Standard White Paint Color - Hood & Dash			
997cc gas liquid-cooled Electronic Fuel-Injected Power Plant			
On Demand Four Wheel Drive			
Fully Independent, Heavy Duty Suspension			
Power Steering			
Cab - Steel Mounted to ROPS Roll Bar w/ Windshield and Doors			
Windshield Wiper 270 Degree Sweep			
Mirrors - Lt & Rt & Rear View			
Deep Cycle Battery, On Board Dual Battery Charger, Manual Shoreline			
Skir ing - Alum Tread Plate w/ Rear Step Bumper			
Auxiliary Switches - Four (4)			
Air Conditioning with 4000 Watt Generator 110/120v			
Insulation Package - Cab/Engine			
Siren and Speaker			
Backup Alarm			
PATIENT COMPARTMENT STANDARD FEATURES			
All Aluminum Welded Construc ion			
Heavy Duty Extruded Frame			
Painted Interior - Non-insulated surfaces			
Painted Exterior - White Standard			
Bench Seat – 60” w/ Seat Belts, Seat Pads, Built in Storage			
Cot Mounting System			
Door - Side Access Door to Bench Storage			
Door - Rear Hinged Wrap Around Style Double Doors			
Grab Handles – Interior (1) Entry Door and (1) Ceiling			
Windows - Tinted Auto Safety Glass w/ Slide Screen			
Insulation - Headliner Panel			
Insulation - Interior Wall Panels			
IV Holder - Rubber Style			
Outlet - 12 Volt Auxiliary			
ALS Cabinets Package – Upper & Lower			
LIGHTING STANDARD FEATURES			
LED Headlights			
LED Dome Lights - (1) in Cab, (1) in Patient Compartment			
LED Tail Lights			
LED Rear Scene/Load Light			
LED Turn Signals			
LED Emergency Lights – (1) Each Side, (2) Rear			
LED Light Bar (Front Facing)			
TIRES AND WHEELS STANDARD FEATURES			
Aluminum Wheels – 4 Wheels			
Off-Road Tires			
CHASSIS AND CAB OPTIONS			
Heater- Under Dash w/ Defrost Fan	$1,186	1	$1,186
PATIENT COMPARTMENT OPTIONS			
PAINT OPTIONS			
Custom Paint Color (Other Than Standard White) **Paint Code**_____	$861	1	$861
Two Tone Paint (Custom Paint Required) **Paint Codes**_____**Over**_____	$377	1	$377
LIGHTING OPTIONS			
LED Side Scene Lights	$730	1	$730
TIRE UPGRADE OPTIONS			
TOTAL MEDSTAT CUSTOMER PRICE			$68,919
CUSTOMER REQUESTED ITEMS			
Estimated Shipping to Bentonville, AR	$3,700 00	1	$3,700 00
TOTAL PRICE TO CUSTOMER			**$72,619**

Terms - 25% Down on Receipt of Order and Payment in Full Upon Delivery
ASAP Prices are valid for 30 Days
FOB Midvale, OH if No Shipping Fee is Quoted

FINANCING AVAILABLE*	
Estimated Annual Payment (5 years)	$16,848
Estimated Monthly Payment (60 months)	$1,404
Contact ASAP for a Formal Quote	

ASAP - OFF ROAD SPECIALTY VEHICLES
5609 GUNDY DRIVE MIDVALE, OH 44653
877-929-2727 www.asap911.com
Pricing effective 01-01-2022

2022 MEDSTAT MS 500 QUOTE

DEALER:
CUSTOMER:
Bentonville Fire Department
800 SW ST
Bentonville, AR 72712
jfeemster@bentonvillear.com Joel Feemster

DATE 4/27/2022
QUOTED BY S. Carlisle

CUSTOMER NET PRICE	QTY	CUSTOMER EXTENDED PRICE

Accepted this_____Day of _____, 2022
Signature _____
Title _____
Purchase Order No. _____

*Results received from these estimates are designed for comparative purposes only, and accuracy is not guaranteed. Alternative Support Apparatus, LLC does not guarantee the accuracy of any information available on this financing quote, and is not responsible for any errors, omissions, or misrepresentations. All financing is handled through a third party. This calculator does not have the ability to pre-qualify you for any financing program. Qualification for loan programs may require additional information

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH ALTERNATIVE SUPPORT APPARATUS LLC (ASAP) FOR THE PURCHASE OF A 2022 MEDSTAT MS 500 UTV IN THE AMOUNT OF SEVENTY-TWO THOUSAND SIX HUNDRED NINETEEN DOLLARS ($72,619.00.); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Fire Department requires a 2022 Medstat MS 500 UTV in order to respond to emergencies at special events, on trails, and at other off road locations;

WHEREAS, this is a sole source item because this vendor is the only provider of this type of emergency response vehicle and soliciting bids is therefore not feasible; and

WHEREAS, this purchase will be made using budgeted funds in the amount of seventy-two thousand six hundred nineteen dollars ($72,619.00).

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Alternative Support Apparatus LLC (ASAP) for the purchase of a 2022 Medstat MS 500 UTV in the amount of seventy-two thousand six hundred nineteen dollars ($72,619.00.);

Section 2: Because this is a sole source item, an exceptional circumstance exists, and it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

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 Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**5.24.2022**
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 Awarding Bid to Superior Auto Group for the purchase of (3) 2022 Canyon Elevation pickups in the amount of $101,805.00. Two of these vehicles are for the new positions of Fire Inspector, and one is to replace a Building Inspector. Declare a 2013 Chevrolet 4WD truck (VIN# 1GCRKPE70DZ318220) surplus to trade-in on this purchase. These are budgeted in the 2022 budget.

Estimated Cost	**$101,805.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: May 24, 2022

Re: Inspector Vehicles

We recommend the acceptance of the bid, (IFB)-22-49, from Superior Auto Group for three 2022 GMC Canyon Elevation 4WD trucks and declare a 2013 Chevrolet Extended Cab 4WD truck (VIN# 1GCRKPE70DZ318220) as surplus for trade-in. Two of the trucks are new units for Fire Inspectors positions and one is a replacement for a Building Inspector. The bid award was $36,935.00 per unit at a total bid price of $110,805.00. The trade-in offer was $9,000.00 creating a net cost of $101,805.00 for the three trucks.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	**5/3/22**	**Time of Bid Opening:**	**2:30PM**	**Solicitation ID Number:**	**IFB-22-49**

Solicitation Title: 3 2022 GMC Canyon Elevation 4WD Trucks, As specified, or Equivalent

Bidders:			**Superior Auto Group**	
Line Item	**Quantity (Unit of Measure = EA)**	**Description**	**Per Unit Price**	**Extended Price**
1	3	New 2022 GMC Canyon Elevation 4WD Trucks, as specified, or equivalent items	$36,935.00	$110,805.00
As specified			X	
Year/make/model if equivalent offered				
		Total Bid Price	**$110,805.00**	

Line Item	**Quantity (Unit of Measure = EA)**	**Description**	**Trade-in Bid**
1	1	Trade-in Bid for 2013 Chevrolet 1500 Extended Cab 4x4 Pickup VIN: 1GCRKPE70DZ318220 Miles as of 4/8/2022: 77,473	$9,000.00
		Total Trade-in Bid Price	**$9,000.00**

purchasing@bentonvillear.com - (479) 271-3115

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: APRIL 10, 2022

NOTICE TO BIDDERS

THREE (3) NEW 2022 GMC CANYON ELEVATION 4WD TRUCKS, AS SPECIFIED, OR EQUIVALENT ITEMS

Invitation For Bid (IFB)-22-49

The City of Bentonville is accepting formal sealed bids for the one time purchase and delivery of three (3) New 2022 GMC Canyon Elevation Four Wheel Drive (4WD) Trucks, as specified, or equivalent items for the City of Bentonville Fire Department.

Bidders shall give a trade-in value (a bid) for the City's existing 2013 Chevrolet 1500 Extended Cab 4x4 Pickup as part of the IFB-22-49 bid. The awarded Bidder will not be able to take possession of the trade-in unit until the unit awarded under IFB-22-49 have been delivered and are in the City's possession. Bidders shall note that this trade-in unit will be in operation until the awarded bidder delivers the new units. The trade-in unit will be sold as-is where-is, with no warranties or guarantees. The City reserves the right to decline the trade-in bid(s), and award IFB-22-49 without consideration of the trade-in.

The existing unit/trade-in unit may be viewed BY APPOINTMENT ONLY Monday through Friday between the hours of 8:00am-4:00pm at 305 SW A St (City Hall-Building Inspection), Bentonville, AR 72712. Questions will not be permitted during the viewing and must be submitted via written communication only to purchasing@bentonvillear.com.

The City reserves the right to 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.

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-22-49 held at 2:30 PM CST on Tuesday, May 3, 2022; 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 Tuesday, April 26, 2022, at 4:30 PM CST.

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-22-49	**Date of Issuance:**	APRIL 10, 2022
Description:	Three (3) New 2022 GMC Canyon Elevation Four Wheel Drive (4WD) Trucks, As Specified, or Equivalent Items		
Requesting Department:	CITY OF BENTONVILLE FIRE DEPARTMENT		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	**NO BID BOND REQUIRED**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**May 3, 2022 AT 2:30 P.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:	April 26, 2022– 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: Superior Auto Grp. **Phone Number:** 479 268 1003

Business Address (Full Street/City/State/Zip): 490 Hwy 412 E. Siloam Springs, AR. 72761

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

Name of Contact Person: Don Clark **Email:** dclark@drivesuperior.com

Signature of Authorized Person: [redacted] **Date:** 4-30-2022

Printed or Typed Name: Don Clark **Title:** Fleet Director

Arkansas Contractors License Number: _____

Sales or Use Tax ID Number: 282781-04-001

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

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one-time purchase and delivery of three (3) New 2022 GMC Canyon Elevation Four Wheel Drive (4WD) Trucks, as specified, or equivalent items for the City of Bentonville Fire Department.

Bidders shall give a trade-in value (a bid) for the City's existing 2013 Chevrolet 1500 Extended Cab 4x4 Pickup as part of the IFB-22-49 bid. The awarded Bidder will not be able to take possession of the exiting unit until the IFB-22-49 new units have been delivered and are in the City's possession. Bidders shall note that this trade-in unit will be used until the awarded bidder delivers the new units. The trade-in unit will be sold as-is where-is, with no warranties or guarantees. The City reserves the right to decline the trade-in bid(s), and award IFB-22-49 without consideration of the trade-in.

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.

3. APPENDIXES

- **VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of sixty (60) days after the Public Bid Opening. The City of Bentonville has sixty (60) days from the Bid Opening date in which to evaluate Bids and recommend award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

2. BONDS

A. BID BOND (BID GUARANTEE) (WHEN REQUIRED)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

___Bid Bond Required _X_Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of five percent (5%) of the Total Bid Price, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

Bids received that do not include a Bid Bond when required and as specified in this Invitation for Bid will be rejected without exception.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

___Performance and Payment Bond Required _X_Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

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

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

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

[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

3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work (workmanship and materials) and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders are required to respond 'As Specified' or 'Alternate' to the applicable warranty specification for the field(s) below when marked with an "x" or when otherwise required in this document; if no warranty specification is marked, or if the 'no warranty required' specification is marked, there is no warranty required in this IFB. *If Bidders response is 'Alternate', the Bidder is required to provide additional information for the City's review.*

_NA__The awarded Bidder shall warranty the work to be free from defects in material and workmanship for a minimum period of ____NA_____from the date of completion.
Bidder Response: X As Specified ___Alternate (Bidder MUST provide more information)

_X_The awarded Bidder shall provide all applicable manufacturer warranties to the City for the product(s) contained herein.
Bidder Response: X As Specified ___Alternate (Bidder MUST provide more information)

__No warranty required.

4. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State Laws, and the rules and regulations of all authorities having jurisdiction over the construction of the project or the purchase or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

5. ENCOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

6. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1, 2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum.

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that an equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

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8. INDEMNIFICATION

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

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

9. DAMAGES

Any damage occurring to City (public) or private property within the worksite area(s) or otherwise out of the awarded Bidders performance of this Contract shall be corrected at the awarded Bidder's expense.

The awarded Bidder shall be responsible for maintaining the job site and keeping it clean and orderly. Failure to maintain the cleanliness and orderliness of any job site in relation to this Invitation for Bid shall be considered a service failure, and may result in the City employing City forces for the purpose of job site cleanup and organization. Any costs the City incurs for the purpose of correcting the awarded Bidder's service failure will be deducted from the monies due to the awarded Bidder.

Any damages which occur during the performance of the services described herein shall be immediately communicated to the City's contact, or designated assignee and repaired at the awarded Bidder's expense.

10. PAST PERFORMANCE/REFERENCES

The City reserves the right to request references and to contact those references as part of the evaluation of Bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of Bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work or delivery of items for the City or any other entity for whom the Bidder has performed work. The City reserves the right to request additional information from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

11. TOBACCO PRODUCTS AND LITTERING

The use of tobacco products is only permitted in designated areas marked with proper cigarette disposal containers on site. No disposal of tobacco products or littering of any kind shall be tolerated on the work premises or during performance of work for the City.

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12. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101.

13. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and/or are approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid. No conditional bids will be accepted.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable).

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14. INVOICING

The awarded Bidder shall provide an invoice to the City for review and approval prior to payment. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts etc.).

The invoicing option(s) available to Bidders for this IFB are indicated below by an "x" mark in the option(s) available.

___Invoice upon 100% completion (As approved by the City)

___Progress invoicing (Payment will be made only for actual work completed and approved by the City and/or for materials stored on the City's worksite)

_X__Invoice upon delivery (Payment within 14 days)

_X__Invoice 14 days prior to delivery for payment upon delivery (All product(s) or work must be approved by an authorized City of Bentonville employee prior to payment being furnished).

Payment will not be made for incomplete work or for item(s) delivered out of spec (not as specified). Any return or correction shall be at the awarded Bidder's expense. The City reserves the right to cancel an order due to receiving out of spec item(s) or request a replacement, whatever is in the City's best interest.

Unless otherwise specified, invoices will be paid within fourteen (14) days of receipt of an approved invoice.

All invoices should be submitted to the City of Bentonville Accounts Payable Office, address and email below:

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

15. BIDDER REQUESTED PAYMENT TERMS

Bidders must use the space provided below to communicate their requested payment terms. Requests are not guaranteed for approval.

___NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission X Other (Specify Below)

PAYMENT IN 14 DAYS OF DELIVERY

16. PRE-BID MEETING

There will be a mandatory pre-Bid meeting when indicated by an "x" mark in one of the fields below or when otherwise indicated in this IFB document.

__Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)

__In Person __Zoom or Other Virtual Method

__Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)

__In Person __Zoom or Other Virtual Method

_X_No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)

17. TERM

The Section with an "x" mark below shall apply to this Invitation for Bid.

__Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be___year(s) renewable annually upon mutual written agreement for a maximum term of ___years.

_X_Single Purchase (for an item(s) ordered at one time)

The awarded Bidder will receive a single Purchase Order from the City of Bentonville for the one-time purchase and delivery of three (3) New 2022 GMC Canyon Elevation Four Wheel Drive (4WD) Trucks, as specified, or equivalent items. The terms and conditions of the Purchase Order shall be in accordance with this IFB document, all Appendixes attached hereto and any Addenda issued throughout the solicitation.

A. Delivery shall be made in accordance with the City's delivery date/time specified herein or otherwise accepted (if alternate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

__Multiple Purchase/Pricing Agreement (for items ordered at various times)

The awarded Bidder will receive Purchase Orders from the City of Bentonville for the purchase and delivery of the quantities specified in the Purchase Order.

A. Delivery shall be made in accordance with the City's delivery date/time specified herein or otherwise accepted (if alternate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

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18. SUBCONTRACTORS

If Bidder intends to subcontract portions of the work, the work being subcontracted and the subcontractor being proposed to perform the work must be disclosed in the Bidder's Bid Submission. The City reserves the right to apply all Bid evaluation factors to any proposed subcontractors and to use that information to determine the qualifications of a subcontractor and their suitability to perform the work to the City's specifications/standards.

Bidders must be knowledgeable of and comply with all state, local and federal laws concerning subcontractors performing work for municipal (governmental) projects.

In the event that Bidder intends to subcontract portions of the work, Bidder is required to complete the 'Subcontractor Disclosure' Section of this IFB document.

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

Subcontractors who submit proposals in excess of $50,000.00 must have a 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.
c. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal 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.**

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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The Scope of work for this Invitation for Bid (IFB) is for the one-time purchase and delivery of three (3) New 2022 GMC Canyon Elevation Four Wheel Drive (4WD) Trucks, as specified, or equivalent items.

The delivered units shall be complete without any defect and shall include all factory, manufacturer and any other warranties applicable, shall be complete with all owner/user manuals and tools that are standard to be delivered with the unit.

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.

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

Estimated Award Date (not guaranteed, subject to change): ___May 24, 2022_____

Delivery/Work-Site Address:____305 SW A St (City Hall- Building Inspection), Bentonville, AR 72712_____

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

_X__One-Time Order Item(s) Delivery Specified Date(s)

City's Specification:

One-Time Order: All item(s) shall be delivered within thirty (30) day(s) from receipt of the City's Purchase Order.

_____

Bidder Response: X AS SPECIFIED __ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

One-Time Order: All item(s) shall be delivered on or before _____, 2022 or within ____day(s) from receipt of the City's Purchase Orders

One-Time Order: All items will be available for the City to pick-up within _3_ days from receipt of the City's Purchase Order.

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3. EQUIPMENT TRADE-IN

Bidders shall give a trade-in value (a bid) for the City's existing 2013 Chevrolet 1500 Extended Cab 4x4 Pickup as part of the IFB-22-49 bid. The awarded Bidder will not be able to take possession of the exiting unit until the IFB-22-49 new units have been delivered and are in the City's possession and have been verified by the City to be operational within specifications. Bidders shall note that this trade-in unit will be in operation until the awarded bidder delivers the new units.

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

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

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

The City reserves the right to decline the trade-in bid(s), and award IFB-22-49 without consideration of the trade-in.

The existing equipment/trade-in equipment may be viewed BY APPOINTMENT ONLY Monday through Friday between the hours of 8:00am-4:00pm at 305 SW A St (City Hall- Building Inspection), Bentonville, AR 72712. Questions will not be permitted during the viewing and must be submitted via written communication only to purchasing@bentonvillear.com.

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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 and laws.	X	
3	The awarded Bidder shall be responsible for furnishing all materials and labor required to deliver the product(s) as specified to the City.	X	
2. PRODUCT SPECIFIC SPECIFICATIONS			
4	Three (3) New 2022 GMC Canyon Elevation Four Wheel Drive (4WD) Trucks	X	
5	General: A. Engine: Gas V6 3.6L (liter)/222 B. Transmission: 8-Speed Automatic C. Drive Train: 4WD (Four Wheel Drive) D. Exterior Color: Summit White E. Air conditioning: single-zone automatic climate control F. Cruise control: electronic, automatic G. Display: driver instrument information enhanced, one color H. Remote Keyless Entry I. Audio system feature: 6-speaker system J. Defogger: rear-window electric K. Door locks: power L. Remote vehicle starter system M. Bed length: 5 (five) feet N. Factory tires	X	

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
6	Interior: A. Color: Jet Black B. Consoles: a. Floor, front compartment, custom (manufacturer base for work trucks) b. Overhead C. Floor mats: carpeted front and rear, color-keyed carpeting D. Instrument panel: soft-touch materials E. Lighting: interior, roof, rear courtesy and dual reading lights F. Microphones: Driver side and Passenger side G. Seat adjuster: a. Driver 6-way power b. Passenger 2-way manual, fore/aft with manual recline H. Seats: a. Trim: cloth b. Front bucket c. Rear folding bench I. Handles: inside door release, front and rear, chrome J. Interior trim: aluminum K. Mirror: inside rearview auto-dimming	X	

7. WARRANTIES (REQUIRED REPONSE)

Bidder shall indicate warranties available for the Units and Items within the specified Units 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:_____

Warranties Provided:

3 YEARS BUMPER TO BUMPER OR 36000 MILES

5 YEARS POWERTRAIN OR 100,000 MILES

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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.	
Appendix A: Vendor Disclosure, Completed	
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** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	

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SECTION 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

Bid prices shall include all costs, **including but not limited to: tax,** all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

VEHICLE PURCHASES: THE CITY DOES NOT PAY SALES TAX FOR PASSENGER VEHICLE PURCHASES

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

_X__Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included _X__Deductive Alternates not included in this IFB

The City reserves the right to award the project in any manner that is deemed in its best interest, or to reject any or all Bids and to waive any irregularities.

No Bid shall be withdrawn for a period of sixty (60) days after the opening of Bids without the consent of the City; sixty (60) days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

Unit of Measure Definitions:

EA – Each **4WD/4x4**- Four Wheel Drive

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Per Unit Price	Extended Price
1	3	New 2022 GMC Canyon Elevation 4WD Trucks, as specified, or equivalent items Bidder: Mark here if as specified X Bidder: Specify year/make/model etc. here if an alternate/equivalent item is being proposed 2022 GMC CANYON AS SPECIFIED	$36935.00	$110,805.00
	TOTAL BID PRICE (Stated in figures)	$110805.00		
	TOTAL BID PRICE (Stated in words)	ONE HUNDRED TENTHOUSAND EIGHT HUNDRED FIVE DOLLARS & NO CENTS		

TRADE-IN EQUIPMENT BID

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

Line Item	Quantity (Unit of Measure = EA)	Description	Trade-In Bid
1	1	2013 Chevrolet 1500 Extended Cab 4x4 Pickup VIN: 1GCRKPE70DZ318220 Miles as of 4/8/2022: 77,473	$9000.00 (Amount will be deducted from the Total Bid Price upon issuance of the Purchase Order for the new equipment)
	TOTAL TRADE-IN BID PRICE (Stated in figures)	$9000.00	
	TOTAL TRADE-IN BID PRICE (Stated in words)	NINE-THOUSAND DOLLARS & 00/100	

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BIDDER DECLARATION

The Undersigned hereby declares that they have 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 their sources of supply, has satisfied themselves as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same.

Company Name: Superior Auto Group By (Authorized Person's Signature): [redacted]

Printed Name and Title: DON CLARK FLEET DIRECTOR

Date: 4/30/2022

*If Bidder is a corporation, indicate state of incorporation, under the Firm's Signature, and if a partnership, give full names of all partners.

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SECTION 7: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal , competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

   The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

   The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evidence on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

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

   Bidder's accept all terms and conditions herein upon submission of their signed Bid.

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

   UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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

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

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

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

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

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

    The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

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

    Conditional Bids are not acceptable and are subject to rejection in whole or in part at the sole discretion of the City.

    In the event of two (2) or more identical low Bids, award will be made to the lowest and most responsible and responsive Bidder as determined by the City through the Bid evaluation process.

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

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

14. **VARIATIONS OF SPECIFICATIONS**: For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.

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

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

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

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.

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

20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

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

    All deliveries shall be FOB Destination to the location listed on the purchase order , contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

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

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

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

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

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

    The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.

    It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.

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

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

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

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

3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City and without penalty to the City.

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

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

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount of five percent (5%) of the base Bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

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

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

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

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.

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

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

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

38. **ADDITIONAL INFORMATION**: Additional information may be obtained from the Purchasing Department at (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

APPENDIX A

VENDOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Superior Auto Group

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.**

Initials

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-49 TO SUPERIOR AUTO GROUP FOR THE PURCHASE OF THREE (3) 2022 GMC CANYON ELEVATION FOUR-WHEEL DRIVE TRUCKS FOR THE BENTONVILLE FIRE DEPARTMENT INSPECTION DIVISION; DECLARING A VEHICLE SURPLUS; AND FOR OTHER PURPOSES.

WHEREAS, Superior Auto Group is the lowest qualified bidder for bid IFB-22-49;

WHEREAS, this contract covers the purchase of three (3) 2022 GMC Canyon Elevation four-wheel drive trucks for the Bentonville Fire Department Inspection Division;

WHEREAS, a 2013 Chevrolet Extended Cab four-wheel drive pickup (VIN# 1GCRKPE70DZ318220) is no longer needed and should be declared surplus property under Ark. Code Ann. § 14-54-302; and

WHEREAS, this purchase will be paid with budgeted funds in the amount of one hundred one thousand eight hundred five dollars ($101,805.00).

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a contract with Superior Auto Group the purchase of three (3) 2022 GMC Canyon Elevation four-wheel drive trucks for the Bentonville Fire Department Inspection Division;

Section 2: The estimated contract cost is one hundred one thousand eight hundred five dollars ($101,805.00);

Section 3: A 2013 Chevrolet Extended Cab four-wheel drive pickup (VIN# 1GCRKPE70DZ318220) is no longer needed and the same is hereby declared surplus property;

Section 4: A record of all items that are disposed of shall be maintained;

Section 5 - 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 6 - 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 _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**5/24/2022**
Department	**Public Works Maintenance**
Submitted by	**Bart Mahony**
Phone	**(479) 271-5945**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution approving a Budget Adjustment transferring $41,447.52 from an existing cemetery account (10774) to account (47390) for cemetery maintenance projects.

Estimated Cost	**41,447.52**
Is this Item Budgeted?	☐ Yes ☑ No

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

Although these cemetery projects are not budgeted items, they are planned projects and will be funded with existing funds from an existing cemetery account. No additional funds are being requested.

Budget Adjustment Request

Date of City Council Meeting	**5/24/2022**
Department	**Public Works Maintenance**
Submitted by	**Bart Mahony**
Phone	**(479) 271-5945**

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

Cemetery related projects - $15,000 for the replacement of failing concrete soil and sand bins, $10,000 for the replacement of the original 1909 mausoleum front doors and $16,000 for a cedar privacy fence on the north end of the cemetery.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
Public Works Maint.	**47390**	**Improv Other than Bldg?Other**		**$41,447.52**
		Totals	**$ -**	**$ 41,447.52**
		Net Impact on Fund Balance	**$**	**(41,447.52)**

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

M E M O

Public Works – Maintenance Department

TO: CITY COUNCIL, MAYOR ORMAN

FROM: BART MAHONY PUBLIC WORKS MAINTENANCE MANAGER

SUBJECT: BUDGET ADJUSTMENT FOR PLANNED CEMETERY PROJECTS

DATE: MAY 24TH 2022

CC: MIKE BENDER

Approval for a Budget Adjustment transferring $41,447.52 from account (10774) a Cemetery Capital Improvement Account and into account (47390) a Capital Improvement Other Than Building Account.

Account (10774) contains funds from an expired Cemetery Capital Tax.

Planning Department research shows this Cemetery Capital Improvement Tax was established sometime between 1956 and 1960. Records from this era are not readily accessible or readily available for viewing. However, the purpose of this tax was to fund cemetery maintenance projects, and although we were unable to locate the specific ordinance establishing this tax, or the year the tax ended, we do know from research that the Building Permits Department collected this tax and those funds were deposited into (10774) an interest bearing Cemetery Capital Account.

M E M O

Public Works – Maintenance Department

The description for account (10774) Cemetery Capital Improvement is:

"This account was established by the City Council and deposits are made into the account by Building Permits Department according to certain fees they receive that can be used for this purpose. Transfers from this fund must meet a legitimate purpose as intended by City Council and can only happen with the permission of the Finance Director and Public Works Director (This is also typically taken to City Council)"

The account balance for (10774) is $41,447.52; and will have a zero balance upon council approval of this Budget Adjustment request.

These funds will be applied to needed cemetery maintenance projects that were not budgeted for in 2022. Below is a list of planned but unfunded projects for 2022.

1. $15,000 to replace existing failing dirt and sand bins.
2. $10,000 to replace the original 1909 mausoleum front doors.
3. $16,000 to replace an existing north end chain link fence that is damaged with a wooden cedar privacy fence.

Thank you for your consideration of this request.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT FROM ACCOUNT #10774, CEMETERY CAPITAL IMPROVEMENT ACCOUNT, INTO ACCOUNT #47390, CAPITAL IMPROVEMENT OTHER THAN BUILDING; AND FOR OTHER PURPOSES.

WHEREAS, a Cemetery Capital Improvement Tax was collected in the past and those funds were deposited into an interest bearing account; and

WHEREAS, the tax is no longer collected and those funds are needed for cemetery maintenance projects that were not budgeted for 2022.

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

Section 1: That a budget adjustment from Street Department Reserves should be and the same is hereby approved as set forth below:

Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
Public Works Maint.	47390	Improv Other than Bldg/Other		$41,447.52
		Totals	$ -	$ 41,447.52
		Net Impact on Fund Balance	$	(41,447.52)

Section 2 - 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 3 - Repeal of Conflicting Provisions: 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 _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**5.24.2022**
Department	**Airport**
Submitted by	**Debbie Griffin**
Phone	**(479) 254-2028**

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 Application of a 80/20% Grant from the Arkansas Department of Aeronautics for the Bentonville Municipal Airport.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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

May 31, 2022

Jerry Chism
Arkansas Department of Aeronautics
2315 Crisp Drive
Hangar 8
Little Rock, AR 72202

Re: Bentonville Municipal Airport
Hangar Development (Taxilane and Drainage)
Application for Airport Aid (ADA 80-20 Grant)

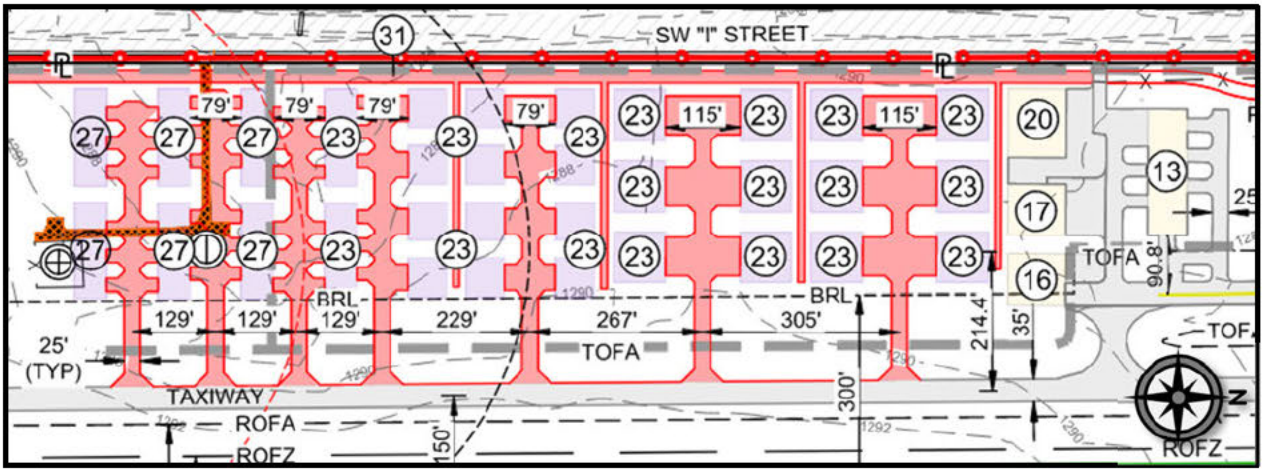
Dear Mr. Chism:

Thanks to the past help of the Arkansas Department of Aeronautics, Bentonville Municipal Airport continues to prosper. In continuation of our partnership, we are pleased to submit the enclosed grant application for state airport aid.

With the recent completion of the Runway 36 Extension and the soon-to-be completed Southeast Taxiway Extension, we have reached a significant milestone in providing the ultimate runway and taxiway infrastructure at VBT. In the short time since completion, these projects have already seen an increase in traffic that will only continue to grow for years to come.

Since our primary airfield pavement needs have been met, we are turning our focus to our infrastructure for future hangar development. Our airport has been at full occupancy of hangars for years, and like many airports, we have a long hangar waiting list. We have been approached by multiple developers wanting to construct new hangars on the airfield, but the lack of existing infrastructure has deterred developers from moving forward with construction.

Over the past two years, we have met with our Airport Board and the aviation community to create a plan to provide new infrastructure for future development. Through those discussions, we determined the best plan of action is to move forward with development of the west side of the airfield. As shown below on the most recent Airfield Layout Drawing, the area west of Taxiway A is planned for multiple taxilane and apron areas to service future hangar development. Due to current utility infrastructure and proximity to the field house / terminal building, it makes the most sense to begin development from the north.



We have worked with Garver to design a hangar development area that would service four future box hangars (each up to 80-ft wide) to help lay the foundation for the developers who are interested in building at VBT. This area includes a 35-ft wide taxilane, site grading to prepare for the future hangars, and a waterline extension to provide water service and fire protection to future hangars (see attached Project Layout Plan).

Enclosed is a grant request to construct the taxilane and associated grading and drainage improvements associated with this development area. We respectfully request your consideration of this grant for the amount of $250,000. As shown in the attached application, the City is prepared to nearly match this grant amount in order to push this development forward. We have submitted a separate grant application to assist with the cost of the proposed utility improvements. We have hangar developers lined up and ready to build once these improvements are made. We greatly appreciate the assistance you have given the Airport on past projects, and we look forward to working with you on this project as well.

Please call me or Chris Maestri with Garver if you have any questions or comments.

Sincerely,

Ms. Stephanie Orman
Mayor
City of Bentonville

Attachments: State Airport Aid Application
Engineer's Estimate
Project Layout Plan

State Airport Aid Application – Page 1

The City/~~County~~ of Bentonville, herein called "Sponsor", hereby makes application to the Arkansas Department of Aeronautics for State funds pursuant to Act 733 of 1977, for the purpose of aiding in financing a project for the development of a municipal airport located in the city of Bentonville Arkansas, Benton county.

Date of Request: May 31, 2022

Name of Airport: Bentonville Municipal Airport (VBT)

Name and address of City/~~County/Commission~~ sponsoring request:

City of Bentonville
117 West Central Avenue
Bentonville, AR 72712

Phone Number: 479-271-3116
Fax Number:

Person to Contact about project:

Debbie Griffin
305 SW A Street
Bentonville, AR 72712

Phone Number: 479-254-2028
Cell Number:
Fax Number:

Name and address of Engineering Firm (if applicable):

Garver
4300 South J.B. Hunt Drive
Suite 240
Rogers, AR 72758

Contact Person: Chris Maestri

Phone/Fax Number: 479-257-9188

Describe the work to be accomplished: To provide infrastructure for future hangar development at VBT, we have worked to develop the proposed taxilane and utility infrastructure project. This project will support the development of multiple proposed hangar projects on the west side of the airfield and provide much needed space for pilots to hangar aircraft at VBT. This 80-20 grant request would assist in construction of the taxilane and associated site grading and drainage improvements. A separate 90-10 grant request has been submitted to assist with the construction of the proposed waterline extension.

State and Local Project Costs:
Please indicate:

- ◇ 50-50% Match
- ◆ 80-20% Match
- ◇ 90-10% Match
- ◇ 100%

Total Cost of Project $495,000.00
Local Share/Funds $245,000.00
Local Share/In-Kind
State Share $250,000.00

Federal AIP Projects:
AIP Number: N/A

- ◇ 95-5% Match
- ◇ 90-10% Match

Total Cost of Project:
Federal Share:
State Share:
Local Share:

State Airport Aid Application – Page 2

Provide the information listed below as it applies to your project:

Funding:

Source of Funds: Arkansas Department of Aeronautics (80%); City of Bentonville (20%)

Source of In-Kind Services: N/A

Estimated starting date of project: 10/01/2022

Estimated completion date of project: 12/31/2022

Project will be for: New Airport **Existing Airport**

Is land to be leased or purchased? N/A

Description of land and cost per acre: N/A

Provide the Federal AIP Grant Number (if applicable): N/A

State Legislators for your area:

State Senator: Bart Hester

State Representative: Jim Dotson

The sponsor agrees to furnish the Arkansas Department of Aeronautics a copy of the legal instrument affecting use of the property for an airport. In application for a new landing site or expansion of existing facility, the FAA Form 7480-1, *Notice of Landing Area Proposal*, must be approved by the FAA before review for grant can be made by the State. Applications for hangar construction or renovation funds must include a signed lease agreement. This agreement must be in compliance with all FAA grant assurances. The application must be based on bids and include a calculated return on investment.

No land, hangars, or buildings purchased with State Grant funds may be sold or disposed of without State Aeronautics Commission prior approval. All requests for sale or disposal of property will be considered on an individual case basis. No hangar (funded by a grant from the Department of Aeronautics) shall be used for non-aviation purposes without State Aeronautics Commission prior approval. All requests for non-aviation use will be considered on a case-by-case basis. Failure to receive prior approval from A.D.A. concerning land and/or building use could result in the commission requesting grant refund from the Sponsor. Additionally, all hgr/building grant applications must include proof of insurance coverage.

No airport accepting State Grant funding may issue an Exclusive Rights lease.

All applications for navigational aids (such as NDB or ILS) must have FAA site approval before a state grant can be approved.

All Grant applications involving Federal Airport Improvement Program (AIP) funding must be accompanied by the approved FAA grant agreement with grant number assigned.

If this project is approved by the Arkansas Department of Aeronautics, and is accepted by the sponsor, it is agreed that all developments and construction shall meet standard FAA construction practices as outlined in the specifications of this agreement. Runways, Taxiways, Parking Ramps, etc. shall have a base and a thickness that will accommodate the weight of aircraft expected to operate at this airport.

All grant applicants (City and/or County) are totally responsible for compliance with all Federal, State, County, and City laws, Statutes, Ordinances, Rules, Regulations, and Executive Orders concerning contracts and purchases for which this grant is approved and issued.

It is understood and agreed that the sponsor shall start this project immediately upon award of grant. It is also agreed that this project shall be completed within one year from the date of acceptance of this grant by the Arkansas Department of Aeronautics. Applications for extension will be entertained if circumstances beyond the sponsor's control occur. Amendment requests are to be made only under extraordinary circumstances.

Funds will be disbursed according to Department procedures and final inspection of completed project (See payment instruction page). *Payment of grant funds are contingent upon the Department's annual appropriation*.

IN WITNESS WHEREOF, the sponsor has caused this Application for State Airport Aid to be duly executed in its name, this 31 day of May, 2022 .

City of Bentonville
Name of Sponsor

Authorized Signature

Mayor
Title

CITY OF BENTONVILLE
VBT HANGAR DEVELOPMENT
ENGINEER'S ESTIMATE OF PROBABLE COST (80/20 ADA GRANT)

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Engineer's Estimate of Probable Cost UNIT PRICE	AMOUNT
1	SS-120-3.1	Construction Safety and Security	LS	1	$15,000.00	$15,000.00
2	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	LS	1	$1,500.00	$1,500.00
3	SS-303-5.1	12" Aggregate Base Course (Class 7)	SY	1,500	$20.00	$30,000.00
4	SS-310-5.1	Temporary Airfield Lighting	LS	1	$2,500.00	$2,500.00
6	SS-407-5.1	ACHM Surface Course (1/2") (PG 70-22)	TN	310	$160.00	$49,600.00
7	SS-620-4.1	Seeding	AC	3.9	$5,000.00	$19,500.00
8	SS-624-5.1	Sodding	SY	670	$6.00	$4,020.00
9	SS-718-5.1	Reflective Pavement Markings	SF	220	$8.00	$1,760.00
10	C-102-5.1	Temporary Erosion Control	LS	1	$5,000.00	$5,000.00
11	C-105-6.1	Mobilization (Maximum 5% of Total Bid)	LS	1	$21,460.00	$21,460.00
12	P-152-4.1	Unclassified Excavation	CY	1,700	$25.00	$42,500.00
13	P-152-4.2	Unsuitable Excavation (Select Fill)	CY	2,000	$50.00	$100,000.00
14	D-701-5.1	12" Reinforced Concrete Pipe (Class III)	LF	83	$120.00	$9,960.00
15	D-701-5.2	12" Reinforced Concrete End Section	EA	2	$3,500.00	$7,000.00
16	D-754-5.1	Concrete Ditch Paving	SY	170	$150.00	$25,500.00
17	T-905-5.1	Topsoil (Obtained on Site; 4" Thickness)	SY	13,630	$5.00	$68,150.00
18	L-108-5.1	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank, or Conduit	LF	400	$5.00	$2,000.00
19	L-108-5.2	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	LF	300	$6.00	$1,800.00
20	L-108-5.3	Trenching for Direct-Buried Bare Counterpoise Wire, 8” Minimum Depth	LF	200	$3.00	$600.00
21	L-110-5.1	Concrete Encased Electrical Conduit, 1-Way 2-inch C	LF	100	$70.00	$7,000.00
22	L-110-5.2	Non-Encased Electrical Conduit, 1-Way 2-inch C	LF	200	$30.00	$6,000.00
23	L-125-5.1	L-861T(L) Base Mounted LED Taxiway Edge Light, Installed	EA	3	$3,500.00	$10,500.00

Total Engineer's Estimate (80/20 ADA Grant) $431,350.00

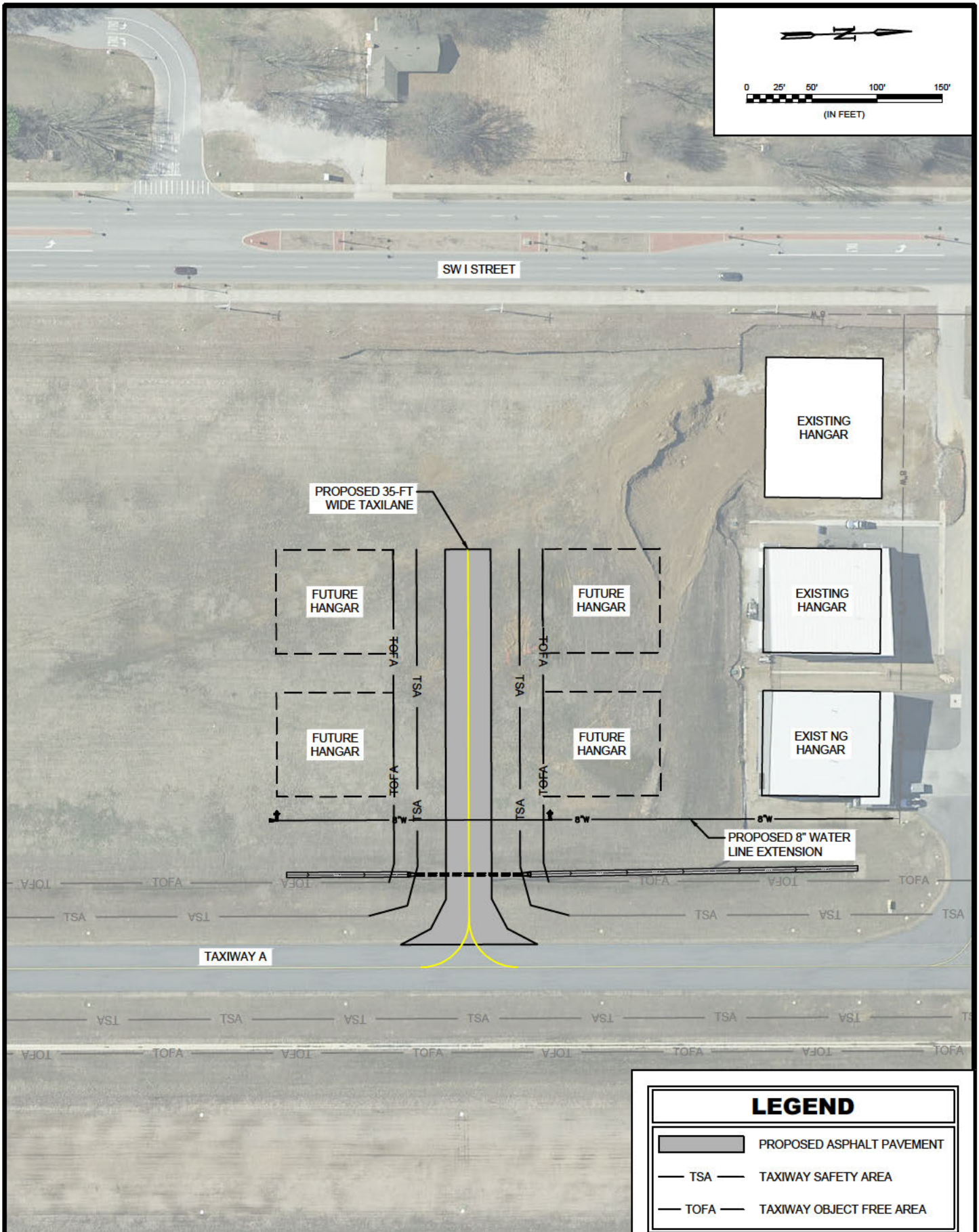
ADMINISTRATION COSTS (ADVERTISEMENT)	$1,000.00

ARCHITECTURAL ENGINEERING BASIC FEES	
Survey Services	$4,700.00
Geotechincal Services	$4,250.00
Design Services	$24,200.00
TOTAL ARCHITECTURAL ENGINEERING BASIC FEES	$33,150.00

ESTIMATED ARCHITECTURAL ENGINEERING BASIC FEES (CONSTRUCTION)	
Construction Phase Services	$22,500.00
Materials Testing Services	$7,000.00
TOTAL ESTIMATED ARCHITECTURAL ENGINEERING BASIC FEES (CONSTRUCTION)	$29,500.00

TOTAL PROJECT COST	$495,000.00

PROJECT FUNDING	
Arkansas Department of Aeronautics (80%, $250,000 MAX)	$250,000.00
City of Bentonville (20% MIN.)	$245,000.00
TOTAL PROJECT FUNDING	$495,000.00



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GARVER
4300 South J.B. Hunt Drive
Suite 240
Rogers, AR 72758
(479) 257-9188

BENTONVILLE MUNICIPAL AIRPORT
BENTONVILLE, ARKANSAS

HANGAR DEVELOPMENT

PROJECT LAYOUT PLAN

FIGURE NUMBER **EXB**

SHEET NUMBER **01**

File L:\2021\21A1319\2 - VBT Hangar Development\Drawings\EXHIBITS\VBT Hangar Dev - ADA Project Exhibit.dwg Last Save: 5/11/2022 4:52 PM Last saved by: CMMeesh
Last plotted by: Meesh, Christopher M. 5/11/2022 5:54 PM Plotter: Adobe PDF DWG To PDF.pc3
Plot Scale: 1.0 Plot Style: AECtonno.ctb Plot Scale: 1:1

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A 80-20% GRANT APPLICATION FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS (ADA) FOR THE BENTONVILLE MUNICIPAL AIRPORT TAXILANE, ASSOCIATED SITE GRADING, AND DRAINAGE PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Airport Advisory Board met on May 10, 2022 and approved the application of a 80-20% grant from the Arkansas Department of Aeronautics;

WHEREAS, if awarded, this grant would fund the taxilane, associated site grading, and drainage extension project at the Bentonville Municipal Airport; and

WHEREAS the total amount of the project is estimated at four hundred ninety-five thousand dollars ($495,000.00), with the City's portion coming out of American Rescue Plan Act (ARPA) funds.

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

Section 1: The Mayor is authorized to apply for a 80-20% grant from the ADA to fund the waterline extension project at the Bentonville Municipal Airport;

Section 2: 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 3: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council or parts of resolutions or orders of the City Council that are in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, MAYOR

Attest:

_____

Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**5.24.2022**
Department	**Airport**
Submitted by	**Debbie Griffin**
Phone	**(479) 254-2028**

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 Application of a 90/10% Grant from the Arkansas Department of Aeronautics for the Bentonville Municipal Airport.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

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

May 31, 2022

Jerry Chism
Arkansas Department of Aeronautics
2315 Crisp Drive
Hangar 8
Little Rock, AR 72202

Re: Bentonville Municipal Airport
Hangar Development (Waterline Extension)
Application for Airport Aid (ADA 90-10 Grant)

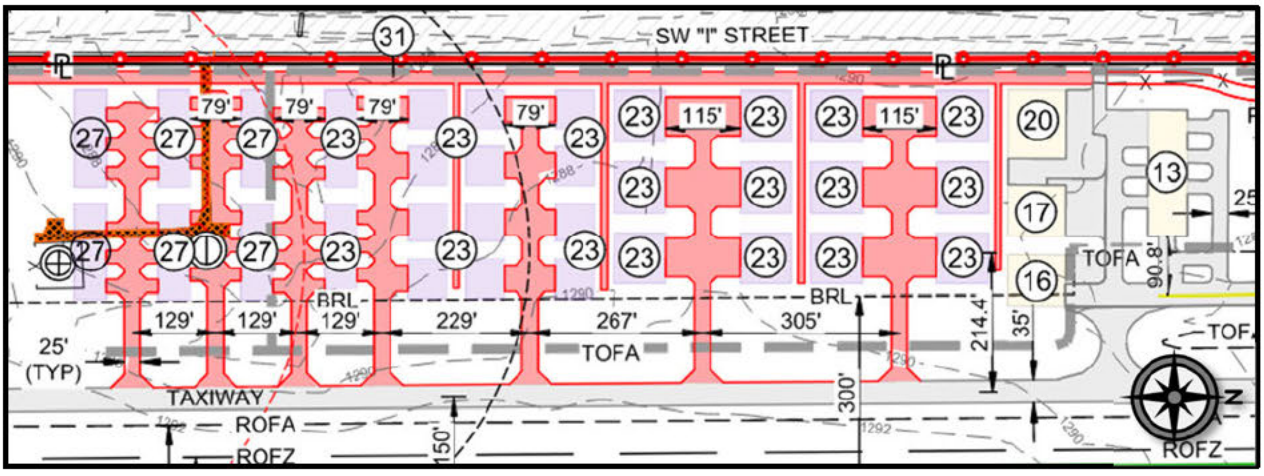
Dear Mr. Chism:

Thanks to the past help of the Arkansas Department of Aeronautics, Bentonville Municipal Airport continues to prosper. In continuation of our partnership, we are pleased to submit the enclosed grant application for state airport aid.

With the recent completion of the Runway 36 Extension and the soon-to-be completed Southeast Taxiway Extension, we have reached a significant milestone in providing the ultimate runway and taxiway infrastructure at VBT. In the short time since completion, these projects have already seen an increase in traffic that will only continue to grow for years to come.

Since our primary airfield pavement needs have been met, we are turning our focus to our infrastructure for future hangar development. Our airport has been at full occupancy of hangars for years, and like many airports, we have a long hangar waiting list. We have been approached by multiple developers wanting to construct new hangars on the airfield, but the lack of existing infrastructure has deterred developers from moving forward with construction.

Over the past two years, we have met with our Airport Board and the aviation community to create a plan to provide new infrastructure for future development. Through those discussions, we determined the best plan of action is to move forward with development of the west side of the airfield. As shown below on the most recent Airfield Layout Drawing, the area west of Taxiway A is planned for multiple taxilane and apron areas to service future hangar development. Due to current utility infrastructure and proximity to the field house / terminal building, it makes the most sense to begin development from the north.



We have worked with Garver to design a hangar development area that would service four future box hangars (each up to 80-ft wide) to help lay the foundation for the developers who are interested in building at VBT. This area includes a 35-ft wide taxilane, site grading to prepare for the future hangars, and a waterline extension to provide water service and fire protection to future hangars (see attached Project Layout Plan).

Enclosed is a grant request to construct the waterline extension associated with this development area. We respectfully request your consideration of this grant for the amount of $150,000. We have submitted a separate grant application to assist with the cost of the proposed taxilane and site grading and drainage improvements. We have hangar developers lined up and ready to build once these improvements are made. We greatly appreciate the assistance you have given the Airport on past projects, and we look forward to working with you on this project as well.

Please call me or Chris Maestri with Garver if you have any questions or comments.

Sincerely,

Ms. Stephanie Orman
Mayor
City of Bentonville

Attachments: State Airport Aid Application
Engineer's Estimate
Project Layout Plan

State Airport Aid Application – Page 1

The City/~~County~~ of Bentonville, herein called "Sponsor", hereby makes application to the Arkansas Department of Aeronautics for State funds pursuant to Act 733 of 1977, for the purpose of aiding in financing a project for the development of a municipal airport located in the city of Bentonville Arkansas, Benton county.

Date of Request: May 31, 2022

Name of Airport: Bentonville Municipal Airport (VBT)

Name and address of City/~~County/Commission~~ sponsoring request:

City of Bentonville
117 West Central Avenue
Bentonville, AR 72712

Phone Number: 479-271-3116
Fax Number:

Person to Contact about project:

Debbie Griffin
305 SW A Street
Bentonville, AR 72712

Phone Number: 479-254-2028
Cell Number:
Fax Number:

Name and address of Engineering Firm (if applicable):

Garver
4300 South J.B. Hunt Drive
Suite 240
Rogers, AR 72758

Contact Person: Chris Maestri

Phone/Fax Number: 479-257-9188

Describe the work to be accomplished: To provide infrastructure for future hangar development at VBT, we have worked to develop the proposed taxilane and utility infrastructure project. This project will support the development of multiple proposed hangar projects on the west side of the airfield and provide much needed space for pilots to hangar aircraft at VBT. This 90-10 grant request would assist in construction of the proposed waterline extension associated with the development. A separate 80-20 grant request has been submitted to assist with the construction of the taxilane and associated site grading and drainage improvements.

State and Local Project Costs:
Please indicate:

- ◇ 50-50% Match
- ◇ 80-20% Match
- ◆ 90-10% Match
- ◇ 100%

Total Cost of Project $175,000.00
Local Share/Funds $25,000.00
Local Share/In-Kind
State Share $150,000.00

Federal AIP Projects:
AIP Number: N/A

- ◇ 95-5% Match
- ◇ 90-10% Match

Total Cost of Project:
Federal Share:
State Share:
Local Share:

State Airport Aid Application – Page 2

Provide the information listed below as it applies to your project:

Funding:

Source of Funds: Arkansas Department of Aeronautics (90%); City of Bentonville (10%)

Source of In-Kind Services: N/A

Estimated starting date of project: 10/01/2022

Estimated completion date of project: 12/31/2022

Project will be for: New Airport **Existing Airport**

Is land to be leased or purchased? N/A

Description of land and cost per acre: N/A

Provide the Federal AIP Grant Number (if applicable): N/A

State Legislators for your area:

State Senator: Bart Hester

State Representative: Jim Dotson

The sponsor agrees to furnish the Arkansas Department of Aeronautics a copy of the legal instrument affecting use of the property for an airport. In application for a new landing site or expansion of existing facility, the FAA Form 7480-1, *Notice of Landing Area Proposal*, must be approved by the FAA before review for grant can be made by the State. Applications for hangar construction or renovation funds must include a signed lease agreement. This agreement must be in compliance with all FAA grant assurances. The application must be based on bids and include a calculated return on investment.

No land, hangars, or buildings purchased with State Grant funds may be sold or disposed of without State Aeronautics Commission prior approval. All requests for sale or disposal of property will be considered on an individual case basis. No hangar (funded by a grant from the Department of Aeronautics) shall be used for non-aviation purposes without State Aeronautics Commission prior approval. All requests for non-aviation use will be considered on a case-by-case basis. Failure to receive prior approval from A.D.A. concerning land and/or building use could result in the commission requesting grant refund from the Sponsor. Additionally, all hgr/building grant applications must include proof of insurance coverage.

No airport accepting State Grant funding may issue an Exclusive Rights lease.

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If this project is approved by the Arkansas Department of Aeronautics, and is accepted by the sponsor, it is agreed that all developments and construction shall meet standard FAA construction practices as outlined in the specifications of this agreement. Runways, Taxiways, Parking Ramps, etc. shall have a base and a thickness that will accommodate the weight of aircraft expected to operate at this airport.

All grant applicants (City and/or County) are totally responsible for compliance with all Federal, State, County, and City laws, Statutes, Ordinances, Rules, Regulations, and Executive Orders concerning contracts and purchases for which this grant is approved and issued.

It is understood and agreed that the sponsor shall start this project immediately upon award of grant. It is also agreed that this project shall be completed within one year from the date of acceptance of this grant by the Arkansas Department of Aeronautics. Applications for extension will be entertained if circumstances beyond the sponsor's control occur. Amendment requests are to be made only under extraordinary circumstances.

Funds will be disbursed according to Department procedures and final inspection of completed project (See payment instruction page). *Payment of grant funds are contingent upon the Department's annual appropriation*.

IN WITNESS WHEREOF, the sponsor has caused this Application for State Airport Aid to be duly executed in its name, this 31 day of May, 2022 .

City of Bentonville
Name of Sponsor

Authorized Signature

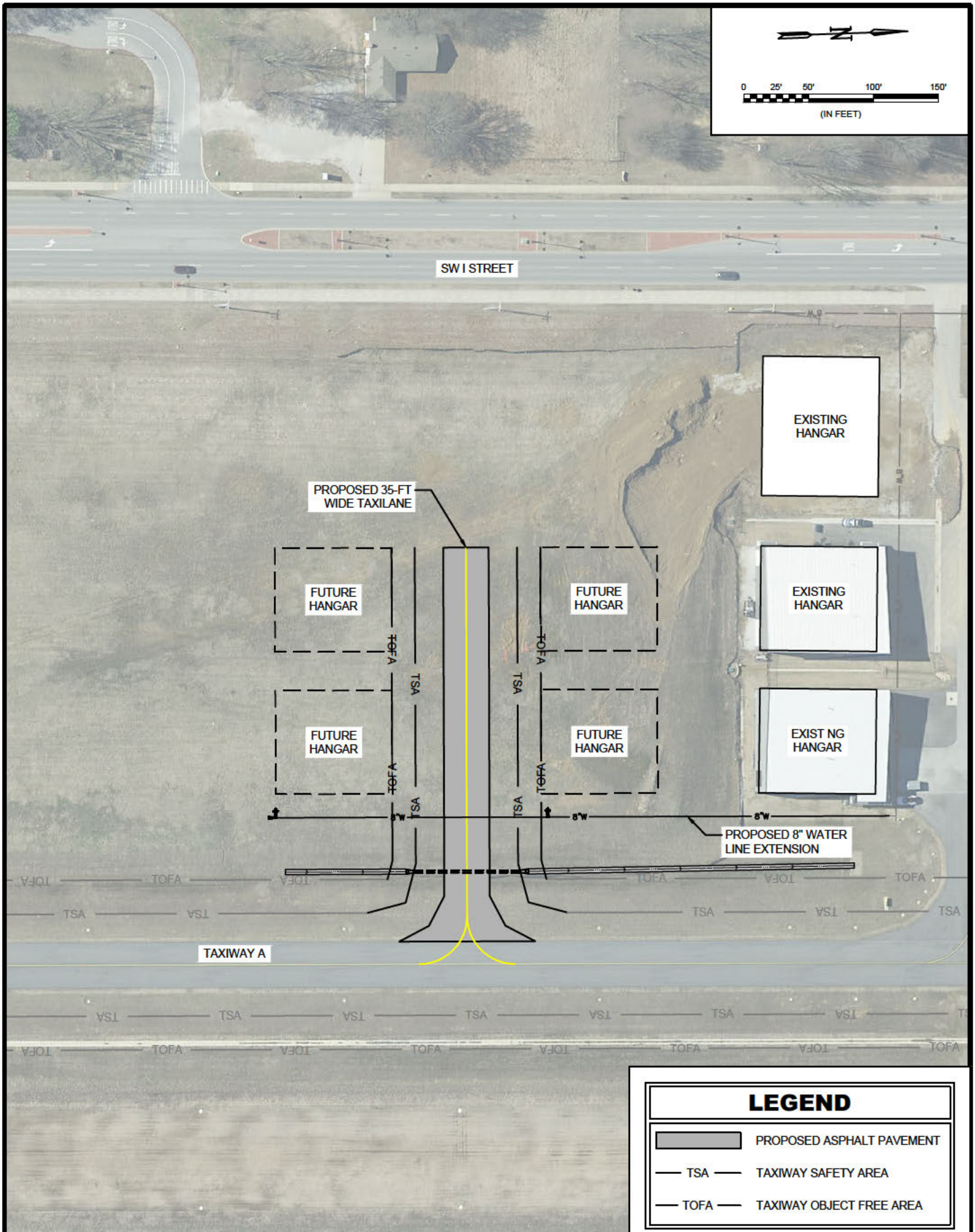
Mayor
Title

CITY OF BENTONVILLE
VBT HANGAR DEVELOPMENT
ENGINEER'S ESTIMATE OF PROBABLE COST (90/10 ADA GRANT)

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	Engineer's Estimate of Probable Cost AMOUNT
1	SS-111-1.1	Spot Dig and Verify Existing Utility Locations	LS	1	$10,000.00	$10,000.00
2	SS-111-1.2	8" DR-14 C-900 PVC Water Line	LF	480	$160.00	$76,800.00
3	SS-111-1.3	Connection to Existing Water Line	EA	2	$2,500.00	$5,000.00
4	SS-111-1.4	Ductile Iron Fittings	LB	400	$20.00	$8,000.00
5	SS-111-1.5	8" Gate Valve	EA	2	$4,000.00	$8,000.00
6	SS-111-1.6	Anchor Collar	EA	0	$3,000.00	$0.00
7	SS-111-1.7	Fire Hydrant Assembly	EA	2	$7,500.00	$15,000.00
8	SS-120-3.1	Construction Safety and Security	LS	1	$7,500.00	$7,500.00
9	SS-130-4.1	Trench and Excavation Safety Systems	LS	1	$7,500.00	$7,500.00
10	C-102-5.1	Temporary Erosion Control	LS	1	$2,000.00	$2,000.00
11	C-105-6.1	Mobilization (Maximum 5% of Total Bid)	LS	1	$6,850.00	$6,850.00
					Total Engineer's Estimate (90/10 ADA Grant)	$146,650.00

ADMINISTRATION COSTS (ADVERTISEMENT)	$0.00
ARCHITECTURAL ENGINEERING BASIC FEES	
Geotechincal Services	$4,250.00
Bidding Services	$4,100.00
Repackage and Rebid Services	$10,000.00
TOTAL ARCHITECTURAL ENGINEERING BASIC FEES	$18,350.00
ESTIMATED ARCHITECTURAL ENGINEERING BASIC FEES (CONSTRUCTION)	
Construction Phase Services	$8,000.00
Materials Testing Services	$2,000.00
TOTAL ESTIMATED ARCHITECTURAL ENGINEERING BASIC FEES (CONSTRUCTION)	$10,000.00
TOTAL PROJECT COST	$175,000.00

PROJECT FUNDING	
Arkansas Department of Aeronautics (90%, $150,000 MAX)	$150,000.00
City of Bentonville (10% MIN.)	$25,000.00
TOTAL PROJECT FUNDING	$175,000.00



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GARVER
4300 South J.B. Hunt Drive
Suite 240
Rogers, AR 72758
(479) 257-9188

BENTONVILLE MUNICIPAL AIRPORT
BENTONVILLE, ARKANSAS

HANGAR DEVELOPMENT

PROJECT LAYOUT PLAN

FIGURE NUMBER **EXB**

SHEET NUMBER **01**

File: \2021\21A13192 - VBT Hangar Development\Drawings\EXHIBITS\VBT Hangar Dev - ADA Project Exhibit.dwg Last Save: 5/11/2022 4:52 PM Last saved by: CMMeesh
Last plotted by: Meesh, Christopher M. 21x11.plt Date: 5/11/2022 5:54 PM Plotter: Meesh_DWG To PDF.pc3
Plot Scale: 1:1 Plot Style: AECmono.ctb

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A 90-10% GRANT APPLICATION FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS (ADA) FOR THE BENTONVILLE MUNICIPAL AIRPORT WATERLINE EXTENSION PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Airport Advisory Board met on May 10, 2022 and approved the application of a 90-10% grant from the Arkansas Department of Aeronautics;

WHEREAS, if awarded, this grant would fund the waterline extension project at the Bentonville Municipal Airport; and

WHEREAS the total amount of the project is estimated at one hundred seventy-five thousand dollars ($175,000.00), with the City's portion coming out of American Rescue Plan Act (ARPA) funds.

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

Section 1: The Mayor is authorized to apply for a 90-10% grant from the ADA to fund the waterline extension project at the Bentonville Municipal Airport;

Section 2: 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 3: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council or parts of resolutions or orders of the City Council that are in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

_____

Stephanie Orman, MAYOR

Attest:

_____

Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**4/26/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

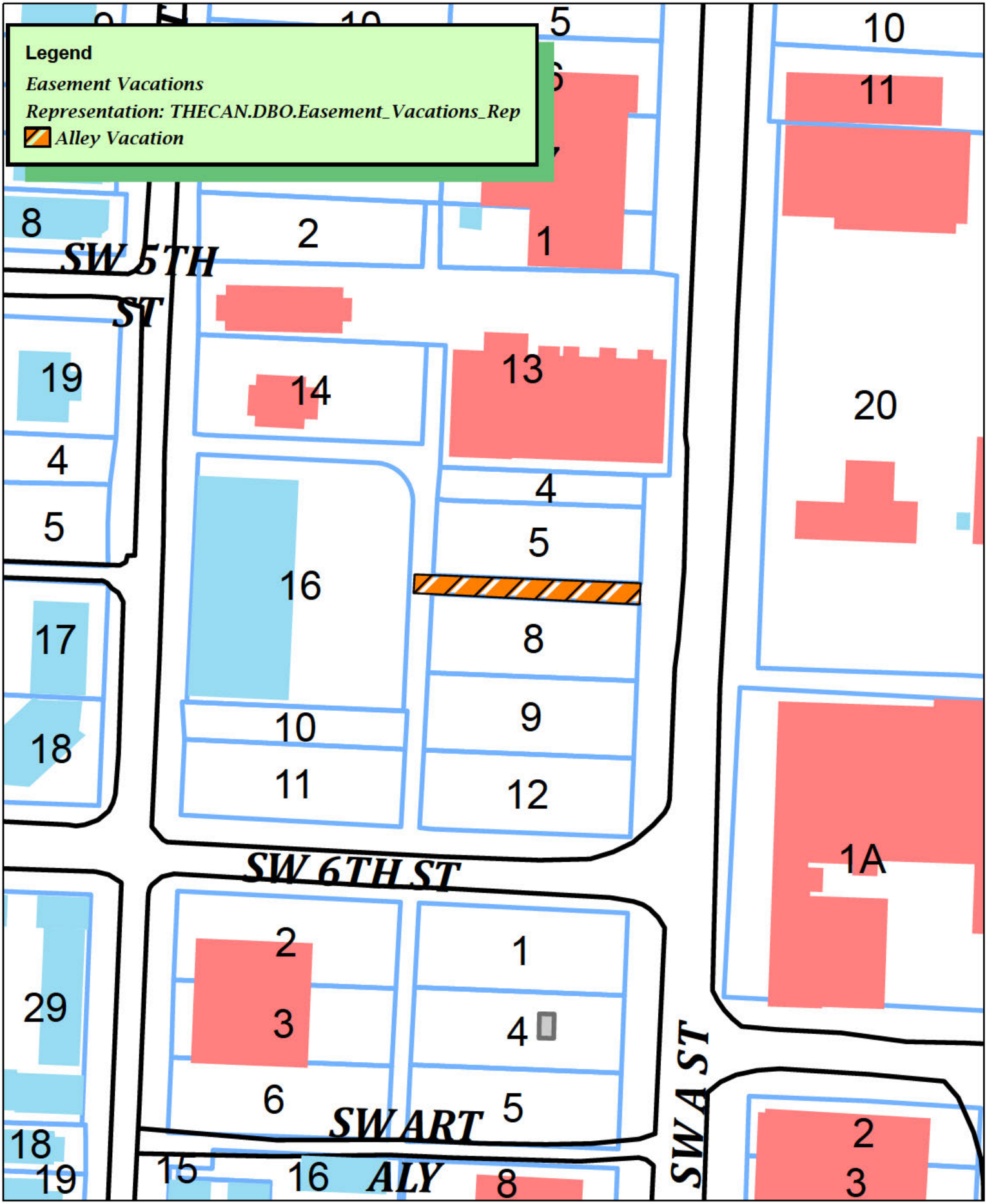
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating Alley Right of Way at Lot 5, Block 1 of Dunn & Davis Addition (VAC22-0012).

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

VAC22-0012
Proposed Alley Vacation

THE CITY OF BENTONVILLE

ORDINANCE NO_____

AN ORDINANCE VACATING ALLEY RIGHT OF WAY AT LOT 5, BLOCK 1 OF DUNN & DAVIS ADDITION OF BENTONVILLE TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS; AND FOR OTHER PURPOSES. (VAC22-0012).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Bville A Street, LLC asking the City Council to vacate alley right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A 12' WIDE PLATTED ALLEY LYING PARALLEL AND ADJACENT TO THE NORTH LINE OF LOT 8, BLOCK 1, AND LYING PARALLEL AND ADJACENT TO THE SOUTH LINE OF LOT 5, BLOCK 1, OF DUNN AND DAVIS ADDITION TO THE CITY OF BENTONVILLE, AS PER THE FINAL PLAT THEREOF FILED IN BOOK B AT PAGE 117 IN THE RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, SAID 12' WIDE PLATTED ALLEY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHEAST CORNER OF SAID 12' ALLEY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 8 AND RUNNING THENCE ALONG THE NORTH LINE OF SAID LOT 8 N87°31'01"W 147.00' TO THE NORTHWEST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID 12' WIDE PLATTED ALLEY, THENCE LEAVING SAID NORTH LOT LINE OF LOT 8 ALONG THE WEST LINE OF SAID 12' ALLEY N02°28'49"E 12.00' TO THE NORTHWEST CORNER OF SAID ALLEY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 5, THENCE LEAVING THE WEST LINE OF SAID ALLEY ALONG THE SOUTH LINE OF SAID LOT 5 S87°31'01"E 147.02' TO THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID 12' ALLEY, THENCE LEAVING SAID SOUTH LOT LINE OF LOT 5 ALONG THE EAST LINE OF SAID 12' ALLEY S02°35'46"W 12.00' TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES, MORE OR LESS.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easements to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described alley right of way easement.

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

Section 1: The City of Bentonville, Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to an alley right of way designated as follows:

A 12' WIDE PLATTED ALLEY LYING PARALLEL AND ADJACENT TO THE NORTH LINE OF LOT 8, BLOCK 1, AND LYING PARALLEL AND ADJACENT TO THE SOUTH

LINE OF LOT 5, BLOCK 1, OF DUNN AND DAVIS ADDITION TO THE CITY OF BENTONVILLE, AS PER THE FINAL PLAT THEREOF FILED IN BOOK B AT PAGE 117 IN THE RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, SAID 12' WIDE PLATTED ALLEY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHEAST CORNER OF SAID 12' ALLEY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 8 AND RUNNING THENCE ALONG THE NORTH LINE OF SAID LOT 8 N87°31'01"W 147.00' TO THE NORTHWEST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID 12' WIDE PLATTED ALLEY, THENCE LEAVING SAID NORTH LOT LINE OF LOT 8 ALONG THE WEST LINE OF SAID 12' ALLEY N02°28'49"E 12.00' TO THE NORTHWEST CORNER OF SAID ALLEY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 5, THENCE LEAVING THE WEST LINE OF SAID ALLEY ALONG THE SOUTH LINE OF SAID LOT 5 S87°31'01"E 147.02' TO THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID 12' ALLEY, THENCE LEAVING SAID SOUTH LOT LINE OF LOT 5 ALONG THE EAST LINE OF SAID 12' ALLEY S02°35'46"W 12.00' TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES, MORE OR LESS.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas, and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the ____ day of _____, 2022, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

Agenda Item Form

Date of City Council Meeting	**4/26/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

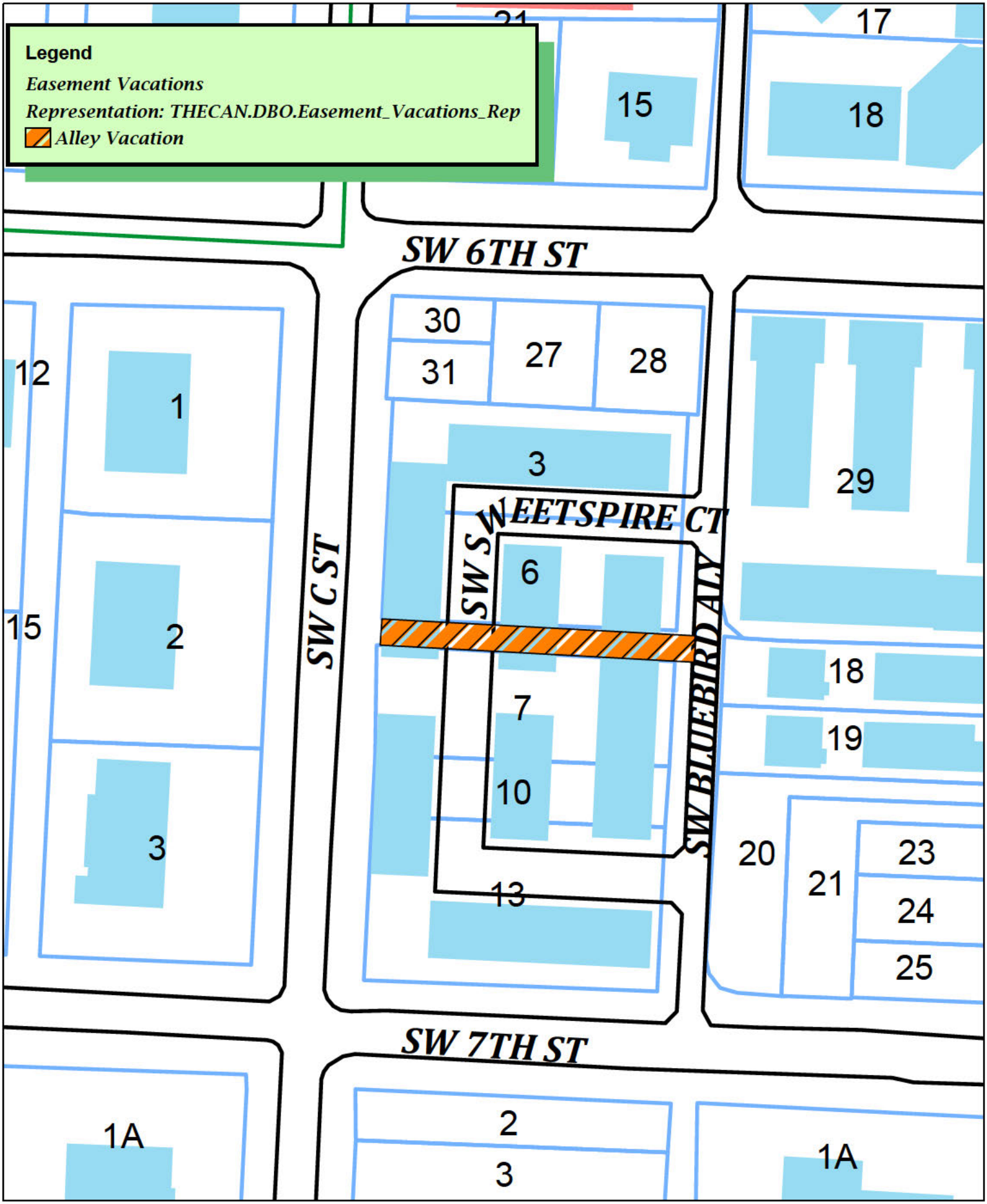
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating Alley Right of Way between Lot 6 and Lot 7, Block 5 of Dunn & Davis Addition (VAC22-0013).

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

VAC22-0013
Proposed Alley Vacation

THE CITY OF BENTONVILLE

ORDINANCE NO_____

AN ORDINANCE VACATING ALLEY RIGHT OF WAY BETWEEN LOT 6 AND LOT 7, BLOCK 5 OF DUNN & DAVIS ADDITION OF BENTONVILLE TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS; AND FOR OTHER PURPOSES.
(VAC22-0013).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by NFD, LLC asking the City Council to vacate alley right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A 12 FOOT ALLEY LYING IN BETWEEN LOT 6 AND LOT 7 OF BLOCK 5, DUNN & DAVIS ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SAID LOT 6; THENCE S 87°58'49" E A DISTANCE OF 143.12 FEET; THENCE S 02°17'21" W A DISTANCE OF 12.00 FEET; THENCE N 87°58'49" W A DISTANCE OF 143.24 FEET; THENCE N 02°52'02" E A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 1718.20 SQUARE FEET, OR 0.039 ACRES, MORE OR LESS.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easements to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described alley right of way easement.

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

Section 1: The City of Bentonville, Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to an alley right of way designated as follows:

A 12 FOOT ALLEY LYING IN BETWEEN LOT 6 AND LOT 7 OF BLOCK 5, DUNN & DAVIS ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF SAID LOT 6; THENCE S 87°58'49" E A DISTANCE OF 143.12 FEET; THENCE S 02°17'21" W A DISTANCE OF 12.00 FEET; THENCE N 87°58'49" W A DISTANCE OF 143.24 FEET; THENCE N 02°52'02" E A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 1718.20 SQUARE FEET, OR 0.039 ACRES, MORE OR LESS.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas, and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the ____ day of _____, 2022, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

Agenda Item Form

Date of City Council Meeting	**4/26/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

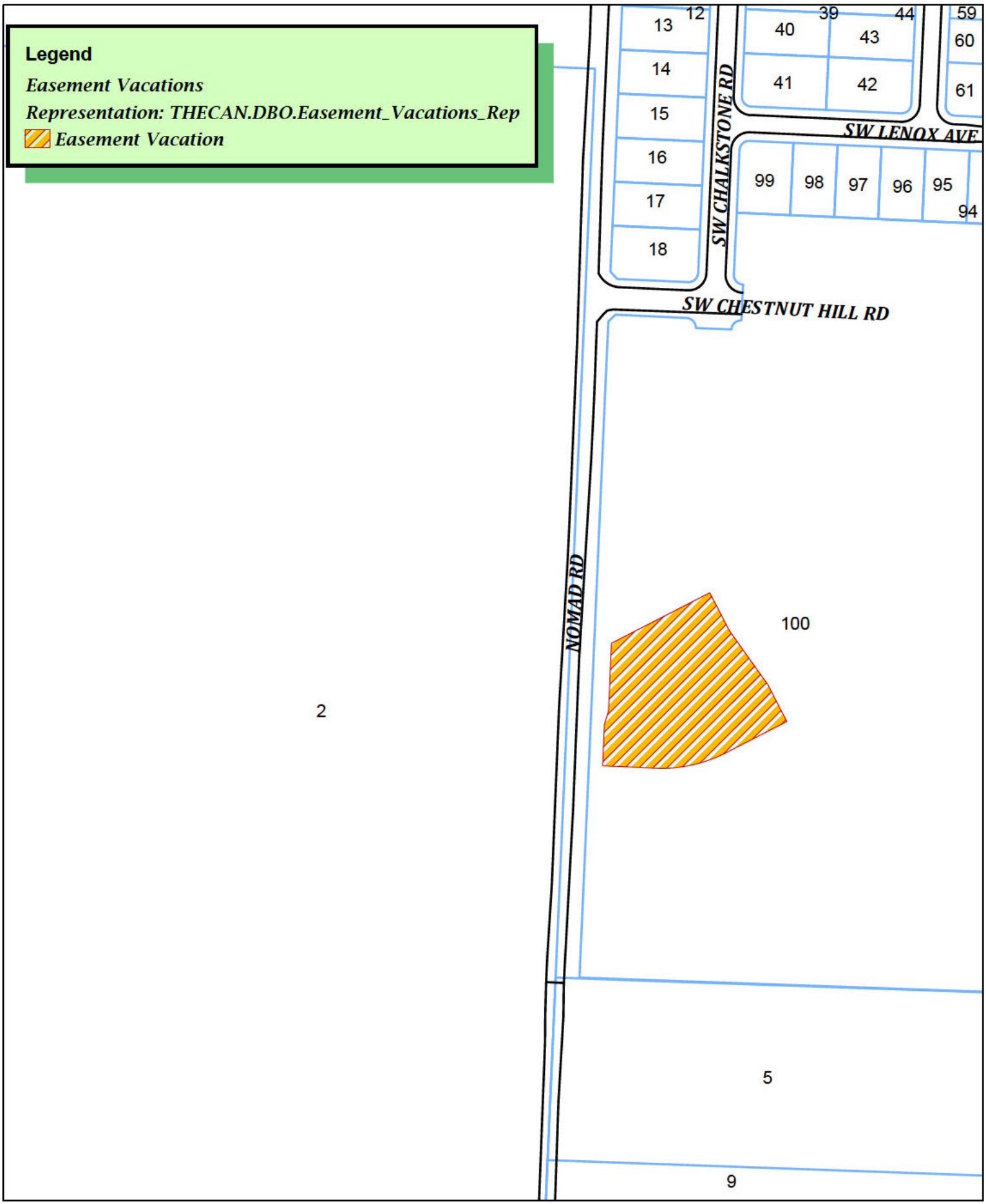
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution setting a public hearing for June 14, 2022 to vacate a Drainage and Utility Easement located at Lot 100 of Providence Village Phase 2 (VAC22-0014).

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

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



N
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VAC22-0014
Proposed Easement Vacation

THE CITY OF BENTONVILLE

RESOLUTION NO._____

A RESOLUTION SETTING A PUBLIC HEARING FOR THE VACATION OF A DRAINAGE AND UTILITY EASEMENT IN THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY, ARKANSAS; AND FOR OTHER PURPOSES.

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Providence 2016, LLC requesting drainage and utility easement vacation within the City of Bentonville, Arkansas be vacated, which said drainage and utility easement is described as follows:

PART OF LOT 100 OF THE FINAL PLAT OF PROVIDENCE VILLAGE PHASE 2 AS PER PLAT RECORD L202053232 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY ARKANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 100 OF SAID FINAL PLAT OF PROVIDENCE VILLAGE PHASE 2;
THENCE ALONG THE WEST LINE THEREOF N02°30'33"E 308.86 FEET;
THENCE LEAVING SAID WEST LINE S87°29'27"E 20.00 FEET TO THE POINT OF BEGINNING;
THENCE N02°30'33"E 60.00 FEET;
THENCE N16°32'59"E 20.61 FEET;
THENCE N02°30'33"E 98.26 FEET;
THENCE N62°46'15"E 160.64 FEET;
THENCE S27°12'57"E 62.51 FEET;
THENCE S35°30'24"E 95.93 FEET;
THENCE S27°12'57"E 60.00 FEET;
THENCE S62°47'03"W 99.00 FEET;
THENCE 106.62 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 205.00 FEET AND A LONG CHORD OF S77°41'00"W 105.42 FEET;
THENCE N87°25'04"W 76.43 FEET TO THE POINT OF BEGINNING, CONTAINING 1.04 ACRES, MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on June 14, 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 _____, 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

Agenda Item Form

Date of City Council Meeting	**5/24/2022**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution to award bid #IFB 22-44 to Scott Equipment for a 2022 or Newer Articulating Asphalt Compactor (Roller), in the amount of $139,954.14. Please see attachments.

Estimated Cost	**$139,954.14**
Is this Item Budgeted?	☑ Yes ☐ No

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

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

Memorandum

DATE: May 24, 2022

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: Bid Award IFB 22-44 2022 Articulating Asphalt Compactor

On May 3, 2022 the City of Bentonville received three bids for a 2022 or Newer Articulating Asphalt Compactor (Roller) Please see attached bid tabulation.

Scott Equipment was the low bidder with a price for $139,954.14.

The Street Department is recommending awarding bid IFB 22-44 to Scott Equipment for the amount of $139,954.14. This is within the budgeted amount so no budget adjustment is needed.

Thanks for your consideration, please contact me with any questions. I can be reached by phone at 479-271-3130 or email at todavis@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	5/3/22	Time of Bid Opening:	2:00PM	Solicitation ID Number:	IFB-22-44

Solicitation Title: 2022 Model or Newer Articulating Ashpalt Compactor (Roller)

		Bidders:	Lift Truck Service Center, Inc.	Riggs Cat	Scott Equipment	Stribling Equipment
Line Item	Quantity (Unit of Measure = EA)	Description	Per Unit Price	Per Unit Price	Per Unit Price	Per Unit Price
1	1	2022 Model or Newer Articulating Asphalt Compactor (Roller)	$147,975.00	$144,191.00	$127,812.00	$165,705.00
		Year/make/model offered	2022 Dynapac CC4200 V1 Asphalt Roller	2023 Caterpillar CB8	2022 Volvo DD105	2022 Hamm 110i VV
		Sales tax	$14,057.63	$13,698.15	$12,142.14	$15,741.98
		Total Bid Price	**$162,032.63**	**$157,889.15**	**$139,954.14**	**$181,446.98**

purchasing@bentonvillear.com - (479) 271-3115

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: APRIL 10, 2022

NOTICE TO BIDDERS

ONE (1) 2022 MODEL OR NEWER ARTICULATING ASPHALT COMPACTOR (ROLLER)

Invitation For Bid (IFB)-22-44

The City of Bentonville, Arkansas is accepting formal, sealed bids for the one-time purchase and delivery of one (1) 2022 Model or Newer Articulating Asphalt Compactor (Roller), As Specified, for the City of Bentonville Street Department.

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 City of Bentonville Purchasing Department encourages 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. 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 on the 2nd floor of the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-22-44 held at 2:00 PM CST on Tuesday, May 3, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building 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, Submissions which do not contain the required Bid Bond and unsigned Bid 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 Tuesday, April 26, 2022 at 4:30 PM CST.

Department responsible for advertising costs: Accounting Department

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-22-44	**Date of Issuance:**	APRIL 10, 2022
Description:	One (1) 2022 Model or Newer Articulating Asphalt Compactor (Roller), As Specified		
Requesting Department:	CITY OF BENTONVILLE STREET DEPARTMENT		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	**NO BID BOND REQUIRED**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**MAY 3, 2022 AT 2:00 P.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:	April 26, 2022– 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: Scott Equipment Company **Phone Number:** 479-263-4087

Business Address (Full Street/City/State/Zip): 4831 N. Thompson St, Springdale, AR 72764

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

Name of Contact Person: Michael Cassels **Email:** mcassels@scottcompanies.com

Signature of Authorized Person: [redacted] **Date:** 5/3/22

Printed or Typed Name: Randy Moss **Title:** Branch Manager

Arkansas Contractors License Number: _____

Sales or Use Tax ID Number: 72-1436980

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

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one time purchase and delivery of one (1) 2022 Model or Newer Articulating Asphalt Compactor (Roller), as specified, for the City of Bentonville Street Department.

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.

3. APPENDIXES

- **VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of sixty (60) days after the Public Bid Opening. The City of Bentonville has sixty (60) days from the Bid Opening date in which to evaluate Bids and recommend award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

2. BONDS

A. BID BOND (BID GUARANTEE) (WHEN REQUIRED)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

___Bid Bond Required _X_Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of five percent (5%) of the Total Bid Price, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

Bids received that do not include a Bid Bond when required and as specified in this Invitation for Bid will be rejected without exception.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

___Performance and Payment Bond Required _X_Performance and Payment Bond Not Required for this Solicitation

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

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

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

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

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work (workmanship and materials) and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders are required to respond 'As Specified' or 'Alternate' to the applicable warranty specification for the field(s) below when marked with an "x" or when otherwise required in this document; if no warranty specification is marked, or if the 'no warranty required' specification is marked, there is no warranty required in this IFB. *If Bidders response is 'Alternate', the Bidder is required to provide additional information for the City's review.*

_NA__The awarded Bidder shall warranty the work to be free from defects in material and workmanship for a minimum period of ____NA_____from the date of completion.
Bidder Response: ___As Specified ___Alternate (Bidder MUST provide more information)

_X_The awarded Bidder shall provide all applicable manufacturer warranties to the City for the product(s) contained herein.
Bidder Response: ___As Specified ___Alternate (Bidder MUST provide more information)

__No warranty required.

4. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State Laws, and the rules and regulations of all authorities having jurisdiction over the construction of the project or the purchase or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

5. ENCOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

6. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1, 2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum.

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that an equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

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8. INDEMNIFICATION

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

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

9. DAMAGES

Any damage occurring to City (public) or private property within the worksite area(s) or otherwise out of the awarded Bidders performance of this Contract shall be corrected at the awarded Bidder's expense.

The awarded Bidder shall be responsible for maintaining the job site and keeping it clean and orderly. Failure to maintain the cleanliness and orderliness of any job site in relation to this Invitation for Bid shall be considered a service failure, and may result in the City employing City forces for the purpose of job site cleanup and organization. Any costs the City incurs for the purpose of correcting the awarded Bidder's service failure will be deducted from the monies due to the awarded Bidder.

Any damages which occur during the performance of the services described herein shall be immediately communicated to the City's contact, or designated assignee and repaired at the awarded Bidder's expense.

10. PAST PERFORMANCE/REFERENCES

The City reserves the right to request references and to contact those references as part of the evaluation of Bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of Bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work or delivery of items for the City or any other entity for whom the Bidder has performed work. The City reserves the right to request additional information from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

11. TOBACCO PRODUCTS AND LITTERING

The use of tobacco products is only permitted in designated areas marked with proper cigarette disposal containers on site. No disposal of tobacco products or littering of any kind shall be tolerated on the work premises or during performance of work for the City.

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12. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101.

13. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and/or are approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid. No conditional bids will be accepted.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable).

[This space has been intentionally left blank]

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14. INVOICING

The awarded Bidder shall provide an invoice to the City for review and approval prior to payment. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts etc.).

The invoicing option(s) available to Bidders for this IFB are indicated below by an "x" mark in the option(s) available.

___Invoice upon 100% completion (As approved by the City)

___Progress invoicing (Payment will be made only for actual work completed and approved by the City and/or for materials stored on the City's worksite)

_X__Invoice upon delivery (Payment within 14 days)

_X__Invoice 14 days prior to delivery for payment upon delivery
(All product(s) or work must be approved by an authorized
City of Bentonville employee prior to payment being furnished).

Payment will not be made for incomplete work or for item(s) delivered out of spec (not as specified). Any return or correction shall be at the awarded Bidder's expense. The City reserves the right to cancel an order due to receiving out of spec item(s) or request a replacement, whatever is in the City's best interest.

Unless otherwise specified, invoices will be paid within fourteen (14) days of receipt of an approved invoice.

All invoices should be submitted to the City of Bentonville Accounts Payable Office, address and email below:

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

15. BIDDER REQUESTED PAYMENT TERMS

Bidders must use the space provided below to communicate their requested payment terms. Requests are not guaranteed for approval.

X NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission __Other (Specify Below)

_____

_____

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16. PRE-BID MEETING

There will be a mandatory pre-Bid meeting when indicated by an "x" mark in one of the fields below or when otherwise indicated in this IFB document.

__Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)

__In Person __Zoom or Other Virtual Method

__Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)

__In Person __Zoom or Other Virtual Method

_X_No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)

Pre Bid Meeting Information: There will be a __NA____ Pre-Bid Meeting (in-person) held on (day), (date), 2022 at (time) CST at (location) to allow Bidders an opportunity to view the work area and field verify any needed measurements. (address); Bidders shall meet City staff at (location).

Pre-Bid Meeting COVID-19 Precautions:

All attendees to the Pre-Bid Meeting are highly encouraged to wear a face mask at all times while at the Pre-Bid Meeting and observe social distancing protocols when possible during the meeting. Bidders shall not allow a company representative to attend the meetings who is experiencing any COVID-19 symptoms or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within fourteen (14) days prior to the meeting (Bidders shall send an alternate representative).

17. TERM

The Section with an "x" mark below shall apply to this Invitation for Bid.

__Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be___year(s) renewable annually upon mutual written agreement for a maximum term of ___years.

_X_Single Purchase (for an item(s) ordered at one time)

The awarded Bidder will receive a single Purchase Order from the City of Bentonville for the one-time purchase and delivery of one (1) 2022 Model or Newer Articulating Asphalt Compactor (Roller), as specified. The terms and conditions of the Purchase Order shall be in accordance with this IFB document, all Appendixes attached hereto and any Addenda issued throughout the solicitation.

A. Delivery shall be made in accordance with the City's delivery date/time specified herein or otherwise accepted (if alternate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

__Multiple Purchase/Pricing Agreement (for items ordered at various times)

The awarded Bidder will receive Purchase Orders from the City of Bentonville for the purchase and delivery of the quantities specified in the Purchase Order.

A. Deliveries must be made to the specified City of Bentonville location within _____ from receipt of the City's Purchase Order unless otherwise indicated herein and accepted by the City.

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18. SUBCONTRACTORS

If Bidder intends to subcontract portions of the work, the work being subcontracted and the subcontractor being proposed to perform the work must be disclosed in the Bidder's Bid Submission. The City reserves the right to apply all Bid evaluation factors to any proposed subcontractors and to use that information to determine the qualifications of a subcontractor and their suitability to perform the work to the City's specifications/standards.

Bidders must be knowledgeable of and comply with all state, local and federal laws concerning subcontractors performing work for municipal (governmental) projects.

In the event that Bidder intends to subcontract portions of the work, Bidder is required to complete the 'Subcontractor Disclosure' Section of this IFB document.

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

Subcontractors who submit proposals in excess of $50,000.00 must have a 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.
c. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal 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.**

19. FIELD TESTING

The City of Bentonville reserves the right to field test equipment proposed by the apparent low-Bidder or the apparent two lowest Bids to confirm the proposed Unit meets the City's Specifications. All costs associated with the field test shall be the Bidder's responsibility, including but not limited to transport of the Unit to the City's testing site and pick-up of the Unit upon completion of testing. In no event shall any Bidder assume the City will purchase the proposed Unit based off of the test. Confirmation of award is only received by approval from the Bentonville City Council.

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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall deliver one (1) 2022 Model or Newer Articulating Asphalt Compactor (Roller), as specified, to the City's facility located within the city limits of Bentonville, Arkansas.

The delivered unit shall be complete without any defect and shall include all factory, manufacturer and any other warranties applicable, shall be complete with all owner/user manuals and tools that are standard to be delivered with the unit.

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): _____May 24, 2022_____

Delivery/Work-Site Address:_____3200 SW Municipal Dr. BENTONVILLE, AR 72712_____

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

_X__**One-Time Order Item(s) Delivery Specified Date(s)**

City's Specification:

One-Time Order: All item(s) shall be delivered within thirty (30) days from receipt of the City's Purchase Order.

_____

Bidder Response: __**AS SPECIFIED** X **ALTERNATE DATES REQUESTED** *(REQUIRES COMPLETION OF FIELDS BELOW)*

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

One-Time Order: All item(s) shall be delivered within 250 day(s) from receipt of the City's Purchase Order.

One-Time Order: All item(s) shall be picked-up by the City of Bentonville within ____day(s) from receipt of the City's Purchase Order.

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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 and laws.	X	
3	Bidder is an authorized seller of the Unit proposed in Bidder's Bid.		
4	Bidder understands that Bidder's TOTAL BID PRICE is inclusive of ALL costs to the City, including SALES TAX. THE CITY OF BENTONVILLE IS NOT TAX EXEMPT AND PAYS SALES TAX ON HEAVY EQUIPMENT (equipment not registered to travel on the road).	X	
5	The awarded Bidder shall be responsible for furnishing all materials and labor required to deliver the product(s) as specified to the City.	X	
2. GENERAL UNIT SPECIFICATIONS			
6	One (1) 2022 Model or Newer Articulating Asphalt Compactor (Roller), As Specified, delivered to the City of Bentonville.	X	
7	Operating Weight with ROPS (Roll Over Protection System): • Minimum 18,780 pounds • Maximum 22,500 pounds	X	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
	3. ENGINE SPECIFICATIONS		
8	Minimum 100 Horsepower	X	
	4. VIBRATORY SYSTEM SPECIFICATIONS		
9	Minimum High VPM 3,000 (Vibrations Per Minute) Minimum Low VPM 2,400 Amplitude 0.020 – 0.025 Inches	X	
	5. DRUM WIDTH SPECIFICATION		
10	66-67 inches	X	
	6. OPERATOR ENVIRONMENT SPECIFICATIONS		
11	Sliding and Rotating Vinyl Suspension Seat with Operator Presence Switch • Retractable Seat Belt	X	
12	Operator Console with Water Tank Level Gauge, Fuel Level Gauge, Emergency Stop	X	
13	Horn	X	
14	Backup Alarm	X	
15	Adjustable Steering Console	X	
16	Steering Wheel Spinner Knob		
17	Lockable Vandalism Guard for Instrument Panel	X	
	7. COMPACTION SYSTEM SPECIFICATIONS		
18	Foldable Front and Rear Self Adjusting Scraper Blades	X	
19	Cocoa Mats		X
20	Pressurized, Filtered Spray System • Minimum 1 Spray Bar Per Drum • Inlet and Nozzle Filtration • Minimum 195 Gallon Water Tank Capacity	X	

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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
	8. ELECTRICAL SPECIFICATIONS		
21	Two (2) Front and two (2) Rear Facing Work Lights	X	
22	Battery Disconnect Switch	X	
	9. OTHER SPECIFICATION		
23	4 Point Tie Down Provision	X	
	10. TRAINING SPECIFICATIONS		
24	The Awarded Bidder shall provide complete training for employees in the operation, safety, and maintenance of the utility compactor.	X	
25	The training shall specify service intervals, inspection and proper timing for replacement of wear parts, cleaning, and special winter or summer operation conditions.	X	
26	The Awarded Bidder shall provide two (2) complete sets of operation, maintenance, repair, and parts manuals to the City of Bentonville.	X	
	11. DELIVERY SPECIFICATIONS		
27	All loading, unloading, delivery and transportation costs for delivery of the new unit shall be included in the bid price.	X	
28	Delivery to the City of Bentonville Street Department located at 3200 S.W. Municipal Drive Bentonville, AR during the hours of 8:00 AM to 3:00 PM, Monday – Friday. The Awarded Bidder shall give advance notice to the City's contact of expected delivery dates/times.	X	
29	The Awarded Bidder and/or the transportation company shall be responsible for providing the means to unload the new Unit from the transport vehicle.	X	
30	The City of Bentonville does not take ownership of the Unit until the delivered Unit has been inspected by the City and is approved.	X	
31	The Awarded Bidder is responsible for ANY costs associated with delivery of a Unit that does not meet Specifications and the correction of those items to bring the Unit to specification.	X	

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32. PRE-BID MEETING ATTENDENCE (REQUIRED RESPONSE ONLY WHEN APPLICABLE)

Indicate below if Bidder attended the Pre-Bid Meeting for this Invitation for Bid.

_NA_Yes, attended the Pre-Bid Meeting _NA__No, did not attend the Pre-Bid Meeting

33. 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:_____

_____

[This space has been intentionally left blank]

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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.	
Appendix A: Vendor Disclosure, Completed	
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** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	_____

[This space has been intentionally left blank]

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SECTION 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

Bid prices shall include all costs, **including but not limited to: tax,** all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

_X__Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

___Per Line Item: The award will be based on the lowest and most responsible Unit Price per Line Item with all factors considered.

___Based on Final Quantities: The award will be based on the lowest and most responsible total estimated cost using the unit prices multiplied by the City's final estimated quantities. The calculations used to determine the lowest and most responsible total estimated cost will be available upon issuance of the Bid Tabulation.

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included _X__Deductive Alternates not Included in this IFB

The City reserves the right to award the project in any manner that is deemed in its best interest, or to reject any or all Bids and to waive any irregularities.

No Bid shall be withdrawn for a period of sixty (60) days after the opening of Bids without the consent of the City; sixty (60) days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

Unit of Measure Definitions:

EA – Each

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Unit Price
1	1	2022 Model or Newer Articulating Asphalt Compactor (Roller) **Bidder: Specify year/make/model etc. here:** 2022 Volvo DD105	$ 127,812.00
SALES TAX (If applicable, write "NA" if not applicable. The City does not pay sales tax on vehicles registered to be driven on the road)		$	
TOTAL BID PRICE (Stated in figures)		$ 127,812	
TOTAL BID PRICE (Stated in words)			

BIDDER DECLARATION

The Undersigned hereby declares that they have 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 their sources of supply, has satisfied themself as to all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same.

Company Name: Scott Equipment Company By (Authorized Person's Signature) [redacted]

Printed Name and Title: Randy Moss Branch Manager

Date: 5/3/2022

*If Bidder is a corporation, indicate state of incorporation, under the Firm's Signature, and if a partnership, give full names of all partners.

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SECTION 7: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
   b. The term "Bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
   d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
      *At times in this document the terms Bidder and Contractor are interchangeable.
   e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying the work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

   The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

   Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.
   Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
   (1) The Bids are submitted in separate sealed envelopes;
   (2) The products being proposed in each submission are different makes, models or otherwise types of products.

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4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

   Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.
   (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
   (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

   The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evident on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

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

   Bidders accept all terms and conditions herein upon submission of their signed Bid.

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

   UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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

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

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

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

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

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

    The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

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

    Conditional Bids are not acceptable and are subject to rejection in whole or in part at the sole discretion of the City.

    In the event of two (2) or more identical low Bids, award will be made to the lowest and most responsible and responsive Bidder as determined by the City through the Bid evaluation process.

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

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

14. **VARIATIONS OF SPECIFICATIONS**: For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.

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

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

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

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.

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

20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

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

    All deliveries shall be FOB Destination to the location listed on the purchase order, contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

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

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

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

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

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

    The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.

    It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.

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

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

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

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

3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City and without penalty to the City.

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

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

30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount of five percent (5%) of the base Bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.

31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.

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

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

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

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35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen (14) days from receipt of invoice.

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

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

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

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

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APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Scott Equipment Company

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.**

Initials

Quote Valid for 90 days

Sourcewell Awarded Contract

Contract: 032119-VCE

Date: 5/3/2022

Buying Agency:	City of Bentonville	**Dealership:**	Scott Equipment Company
Contact Person:	Daniel Clardy	**Prepared By:**	Michael Cassels
Phone:		**Phone:**	479-751-4242
Email:		**Email:**	mcassels@scottcompanies.com
Sourcewell Product Code	J - Volvo Pricing Catalog: Tandem Drum Vibratory Rollers (Asphalt Compactors)		

A. Catalog / Price Sheet Items being purchased

Quan		Unit Pr	Total
1	DD105	$126,862	$126,862
		Sourcewell Machine Price:	$126,862
		Additional Discount:	$0
		Subtotal A:	**$126,862**

B. Sourced and/or Non-Contracted Items

Quan	Description	Unit Pr	Total
1			$0
1			$0
1			$0
1			$0
1			$0
1			$0
1			$0
1			$0
		Subtotal B:	**$0**

C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges

Freight	$350
PDI	$600
Subtotal C:	**$950**

Delivery Date: [ ]

D. TOTAL PURCHASE PRICE (A+B+C): **$127,812**

Version 19

Description	Part #	List Price
DD105	**DD105**	**$201,089**
T4F Standard Machine	DD10201	$0
2 Amplitude Drum Installation	DD11008	$0
Winter. Drum Spray Water Pump	DD17002	$412
NA Engine	DD39201	$0
Dual water spray bars per drum	DD38102	$0
Volvo ROPS/FOPS	DD40008	$0
Decal Set; Canopy	DD43101	$0
Back up alarm	DD51001	$0
Impact Spacing Meter	DD52012	$0
Rotating Beacon	DD59711	$1,292
Drive Line Standard	DD65001	$0
English Manual	DD75025	$0
North American Decals	DD89128	$0
Caretrack GSM/ De-active Satellite	DD91010	$0
Steering knob	DD43001	$128
Anti Theft	DD89910	$384
	Total List Price	**$203,305**
	Sourcewell % off List	37.6%
	Sourcewell Machine Price	**$126,862**

See Front Page of Quote for Total Purchase Price

Volvo Construction Equipment

DD105, DD105 OSC

Volvo Double Drum Compactors 9.9-10.5 t / 21,825-23,150 lb 114 hp

A passion for performance

At Volvo Construction Equipment, we're not just coming along for the ride. Developing products and services that raise productivity – we are confident we can lower costs and increase profits for customers around the globe. Part of the Volvo Group, we are passionate about innovative solutions to help you work smarter – not harder.

Helping you to do more

Doing more with less is a trademark of Volvo Construction Equipment. High productivity has long been married to low energy consumption, ease of use and durability. When it comes to lowering life-cycle costs, Volvo is in a class of its own.

Designed to fit your needs

There is a lot riding on creating solutions that are suited to the particular needs of different industry applications. Innovation often involves high technology – but it doesn't always have to. Some of our best ideas have been simple, based on a clear and deep understanding of our customers' working lives.

You learn a lot in 180 years

Over the years, Volvo has advanced solutions that have revolutionized the use of construction equipment. No other name speaks Safety louder than Volvo. Protecting operators, those around them and minimizing our environmental impact are traditional values that continue to shape our product design philosophy.

We're on your side

We back the Volvo brand with the best people. Volvo is truly a global enterprise, one that is on standby to support customers quickly and efficiently – wherever they are.

We have a passion for performance.

A strong, dedicated, capable dealer network

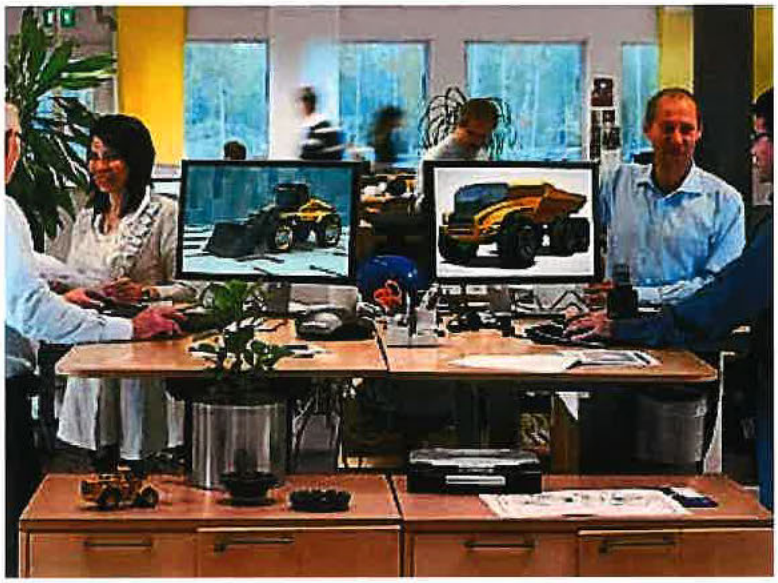
Our dealers are strategically located throughout North America to provide the equipment you need and the parts and service support you demand for a productive and profitable operation.

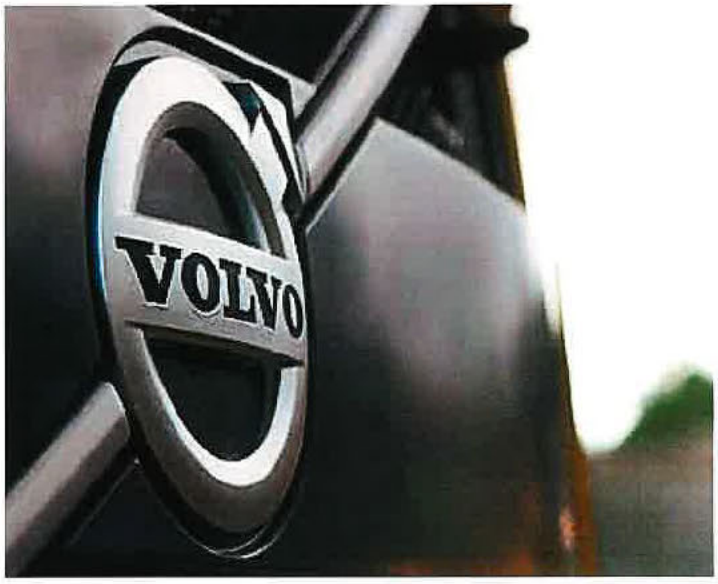
The strength of our dealer network is enhanced with extensive individualized product support training at our best-in-class Customer Center in Shippensburg and through hands-on training. Using a great Product Demonstration Center featuring a dedicated area for most commons applications, visitors operate equipment from our entire product line under a variety of simulated working conditions. This facility is in year-round use by our dealers and customers.

Building the best starts right here.

The products designed and manufactured by Volvo Construction Equipment have their beginnings at the most advanced Research & Design centers in the industry. Volvo CE machines are designed in 11 R&D centers and produced in 15 manufacturing facilities across the world.

The major R&D center and manufacturing plant in the Americas is located in Shippensburg, Pennsylvania. This facility has been in operation for over 30 years and – with its recently added 200,000 sq. ft. expansion – now covers 570,000 sq. ft. on an 80 acre campus. Dedicated work teams and highly advanced technologies and techniques using the Volvo Production System ensure continuous quality improvements, labor savings and cost control to reach the high quality that our customers have come to expect from Volvo.





Volvo Trucks

Renault Trucks

Mack Trucks

UD Trucks

Volvo Buses

Volvo Construction Equipment

Volvo Penta

Volvo Financial Services

MEET JOBSITE REQUIREMENTS

Compact in delicate environments, such as on bridges, over pipes and close to residential areas, with the DD105 OSC model variant. The oscillatory drum eliminates vertical vibrations for high performance and non-damaging oscillation movement.

Primed for performance

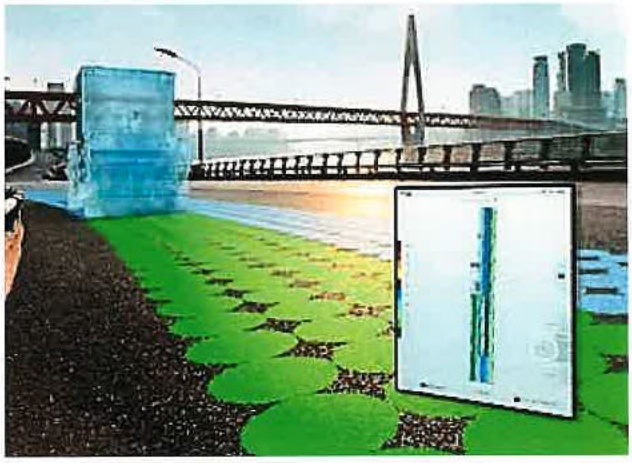
The industry-leading Volvo DD105 double drum compactor is primed with a range of features to ensure high-performance and efficient compaction. Unobstructed drum visibility combined with intelligent features help the operator achieve precise compaction with a smooth and consistent finish regardless of site conditions.

Unobstructed visibility

From the operator platform, the forward view and adjustable seat offer superb visibility of the jobsite, as well as unobstructed sightlines down to the drum and spray bars for maximum safety and rolling precision. Off-set steering enhances the view of curbs and obstructions for safe, efficient and high quality compaction.

Intelligent compaction

Unlock the full potential of your machine with Compact Assist, the optional Intelligent Compaction system from Volvo. For a more efficient and precise job, Compact Assist offers real-time insight into the work using pass mapping and temperature mapping.
Not applicable to DD105 OSC



Comfortably productive

Whether you choose an enclosed cab or an open ROPS/FOPS canopy, both offer a comfortable, low-noise and productive operator environment. Benefit from all-around visibility, which can be improved further by sliding or rotating the adjustable seat. Keep an eye on the task at hand with easy-to-reach controls and maximum operator safety with well-positioned handrails.

Smooth, high quality finish

Operate more effectively with the drum vibration system, which offers multiple amplitudes for different applications, ensuring a high-quality performance every time. With ergonomically positioned controls and joystick, manoeuvrability is improved for the operator, who can rely on the Anti Slip Control (ASC) to easily load and unload the machine without damaging the road.

Secured productivity

The Volvo DD105 double drum compactor is exceptionally efficient and designed for ease of operation, even in the toughest operations. Powered by an advanced Tier 4 Final engine with productivity-enhancing ECO mode, high centrifugal force and auto-idling features built in, this compactor ensures high quality performance with minimal fuel consumption and emissions.

Productivity on tap

The industry-leading drum wetting system automatically provides consistent drum coverage and variable flow to prevent material pick-up for reduced downtime. Features use less water and include primary and backup pumps, spray bars, hand serviceable nozzles, triple filtrations and drum wipers.

Drive your costs down

Optimize efficiency, while minimizing operating costs with Volvo's Tier 4 Final engine. Equipped with the adaptive power system and intelligent features, power is delivered to the compactor only when it is needed. Decrease emissions with the auto-idling feature and reduce fuel consumption by up to 30% with ECO mode, optimizing productivity without impacting performance.

Machine monitoring made easy

With Volvo CareTrack, stay ahead of unscheduled downtime, maximize productivity and check that your machine is being operated efficiently. Remain informed, receive reports, alarms and information such as fuel status, machine location and hours so you can plan your service more efficiently.

Roll with the experts

With a rich heritage of engineering excellence, you can count on Volvo Construction Equipment to design durable machines, built to work harder and longer. As road experts, our mission is to keep your machines working at the optimum efficiency and productivity required for the job. We help protect your business and your profits from the ground up.

MORE WORK, FEWER PASSES

Achieve target density with the compactor's high centrifugal force, so you can do more work in fewer passes. Even in high altitudes, the compactor operates more effectively thanks to Volvo's drum vibration system.

EASY MAINTENANCE

Volvo's DD105 is designed to quickly and safely perform daily service and maintenance checks, and refill the water tank from ground level. For ease of maintenance, the swing-up hood provides complete access to the engine hood and hydraulic components. For added convenience, a single key can be used to access service hatches, while fuses and relays are grouped together, maximizing uptime.

Up your uptime

The DD105 compactor's impressive productivity is combined with excellent durability and simple service and maintenance requirements, ensuring optimal uptime. The compactor offers safe and easy maintenance access – taking the hassle out of daily service checks. Take advantage of our unique, local dealer support network to ensure your compactor achieves ultimate uptime, and generates maximum profit and growth for your business.

Durable by design

Built to work, the durable compactor is designed to withstand the harshest conditions using high quality components with detailed engineering in mind. The robust structure features protected components and intelligent hose routing to secure machine uptime and profitability to your business.

Retain Volvo quality

With Genuine Volvo Parts, you can be sure that your machine retains the renowned Volvo quality. Parts are extensively tested and approved because every part is vital for uptime and performance. This proven concept acts as a solid investment in your machine's future.

Here to support you

Volvo is here to support you whenever you need it. As a complete solutions provider, we listen to your requirements to ensure machine uptime and availability. With our extensive dealer coverage and trained technicians, Volvo has a comprehensive network to fully support you using local knowledge and experience.

Control service costs

We can help support the profitability of your operation with a range of Customer Support Agreements and solutions that offer preventive maintenance, total repairs and a number of uptime services. Volvo uses the latest technology to monitor machine operation and status, giving you advice to increase machine uptime.

Superior compaction

Unobstructed visibility

The operator platform boasts all-around visibility, easy-to-reach controls and vibration and noise insulation.

MORE WORK, FEWER PASSES

Achieve target density with the high centrifugal force, so you can do more work in fewer passes.

Smooth, high quality finish

Ensure high quality performance with the drum vibration system and ergonomically positioned controls.

Machine monitoring made easy

Remotely monitor machine usage, productivity, fuel consumption and more with CareTrack, ensuring maximum uptime.

Drive your costs down

Maximize fuel efficiency with Volvo's adaptive power, ECO mode and auto-idle features without compromising performance.

Productivity on tap

Industry-leading, automatic drum wetting system provides uniform drum coverage to prevent material pick-up.

MEET JOBSITE REQUIREMENTS

Compact in delicate environments, such as on bridges, over pipes and close to residential areas, with the DD105 OSC model variant.

Comfortably productive

Enhance productivity and safety with all-around visibility, rotating seat, ergonomic controls and well-positioned handrails.

EASY MAINTENANCE

Optimize efficiency with the swing-up hood, providing easy and complete access to the engine and hydraulic components.

Intelligent compaction

Maintain consistency and track targets with the optional Compact Assist, offering pass mapping, temperature mapping, and Volvo's ground-breaking Density Direct feature.

Control service costs

Control costs with a wide variety of Customer Support Agreement solutions, offering preventative maintenance, total repairs and uptime services.

Durable by design

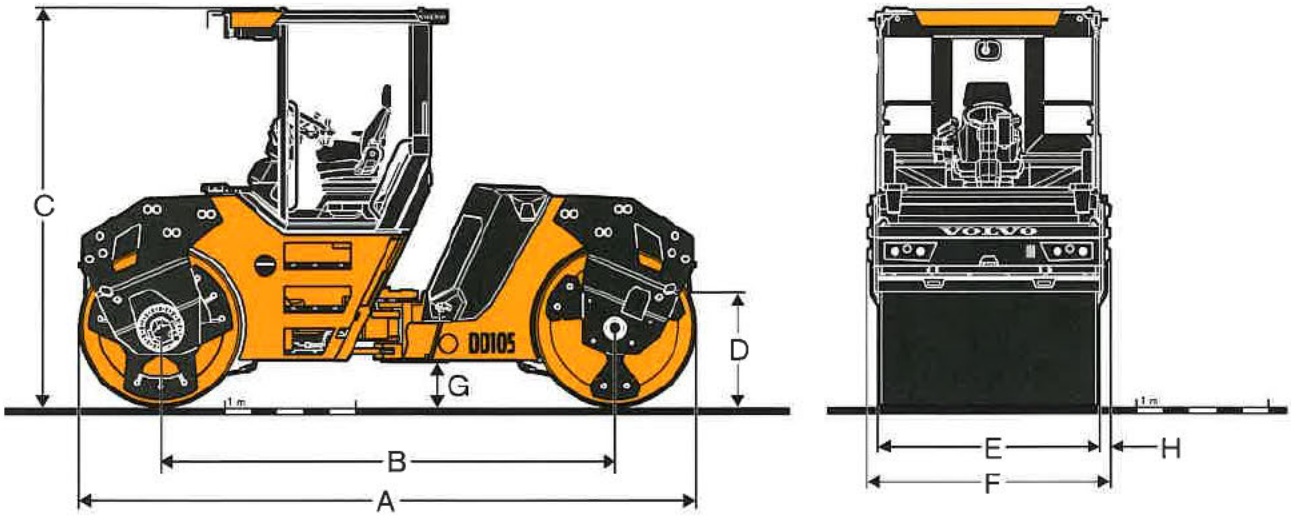
Built with Volvo proven components, the DD105 can be relied on for longevity and sustained uptime.

Specifications

Model			DD105				DD105 OSC			
			with open ROPS/FOPS canopy		with enclosed cab		with open ROPS/FOPS canopy		with enclosed cab	
Machine weights										
Operating weight (1)	kg	lb	10,000	22,051	10,075	22,217	9,851	21,718	9,926	21,883
Weight @ front drum	kg	lb	5,050	11,136	5,087	11,219	5,124	11,296	5,161	11,378
Weight @ rear drum	kg	lb	4,950	10,915	4,988	10,998	4,727	10,421	4,765	10,505
Shipping weight (2)	kg	lb	9,463	20,866	9,538	21,032	9,376	20,670	9,451	20,836
Drums										
Width	mm	in	1680	66.1	1,680	66.1	1,680	66.1	1,680	66.1
Diameter	mm	in	1,220	48.0	1,220	48.0	1,220	48.0	1,220	48.0
Shell thickness	mm	in	22	0.9	22	0.9	22	0.9	22	0.9
Finish	machined surface; chamfered and radiused edges									
Vibration										
Frequency	hz	vpm	40 / 50	2,400 / 3,000	40 / 50	2,400 / 3,000	39	2340	39	2340
Amplitude	mm	in	0.86 / 0.45	0.03 / 0.02	0.86 / 0.45	0.03 / 0.02	0.72 (tangential)	0.03 (tangential)	0.72 (tangential)	0.03 (tangential)
Centrifugal Force (low / high amplitude)	kN	lbf	112 / 99	25,179 / 22,256	112 / 99	25,179 / 22,256	-	-	-	-
Centrifugal Force (total/per eccentric)	kN	lbf	-	-	-	-	144 / 72	32,372 / 16,186	144 / 72	32,372 / 16,186
Propulsion										
Type	closed-loop hydrostatic, parallel circuit to both drums									
Drum drive	2-speed axial piston motors with planetary gear drive									
Travel speed	km/h	mph	5.2-11.4	3.2-7.1	5.2-11.4	3.2-7.1	5.2-11.4	3.2-7.1	5.2-11.4	3.2-7.1
Engine										
Make / model	Volvo D3.8, EPA Tier 4 final									
Engine type	4 Cyl, Electronic, Turbo charged CAC									
Rated power @ 2,600 r/min	kW	hp	85	114	85	114	85	114	85	114
Electrical	12 V DC, 130 A alternator, Starter 3 kW, Battery 1360 CCA (SAE)									
Brakes										
Service	Dynamic hydrostatic through propulsion system									
Parking secondary	Spring-applied, hydraulic release on both drum drives									
Water system										
Type	Pressure spray drum wetting system with central water tank									
Spray bars	Two spray bars per drum									
Nozzles	Hand-serviceable spray nozzles, 6 per spray bar									
Filtration	Filter baskets in fill necks, primary filter at each pump, fine filter for each nozzle									
Drum wipers	Front and rear urethane wipers for each drum									
Water tank capacity	l	gal	800	211.4	800	211.4	800	211.4	800	211.4
Miscellaneous										
Articulation angle	°		+ / - 35							
Oscillation angle	°		+ / - 7.5							
Inside turning radius (to drum edge)	mm	in	4,600	181	4,600	181	4,600	181	4,600	181
Fuel tank capacity	l	gal	175	46.2	175	46.2	175	46.2	175	46.2
DEF tank capacity	l	gal	20	15.9	20	15.9	20	15.9	20	15.9
Hydraulic oil capacity	l	gal	85	22.5	85	22.5	85	22.5	85	22.5
Gradeability (theoretical)	%		39.6	39.6	39.6	39.6	39.6	39.6	39.6	39.6
Sound Level										
Operator's Ear, acc. to ISO 6396	LpA dB(A)		77							
External, acc. to ISO 6395 (Directive 2000/14/EC)	LwA dB(A)		107							

(1) incl. 50% fuel, 50% water, 75 kg / 165 lb operator

(2) incl. 50% fuel, no water, no operator



DIMENSIONS	DD105 and DD105 OSC			
	with open ROPS/FOPS canopy		with enclosed cab	
	mm	in	mm	in
A	4,650	183.1	4,650	183.1
B	3,430	135	3,430	135
C	2,999	118.1	2,999	118.1
D	751	29.6	751	29.6
E	1,680	66.1	1,680	66.1
F	1,838	72.4	1,838	72.4
G	350	13.8	350	13.8
H	79	3.11	79	3.11

Equipment

STANDARD EQUIPMENT	DD105	DD105 OSC
Engine		
Eco Mode	•	•
Battery disconnect switch	•	•
V-belt protection	•	•
Operator environment		
Open ROPS/FOPS canopy	•	•
Operator seat, steering wheel and main controls: lateral sliding and rotating +/- 90°	•	•
Propulsion control lever	•	•
Adjustable steering wheel	•	•
2 charger sockets 12V	•	•
Storage compartments	•	•
Easy to clean anti slip cab floor	•	•
2 cup holders	•	•
Seat switch with timer delay	•	•
3" seat belt	•	•
Seat belt alarm	•	•
Interior light	•	•
Vibration and drum system		
Auto vibration	•	•
Selectable vibration: front, rear, both	•	•
Drum offset function to both sides	•	•
2 frequencies, 2 amplitudes	•	•
Electrics and electronics		
4 Halogen work lights in frame (2 each bumper)	•	•
Rotating Beacon	•	•
Permanent wetting system water level display	•	•
Permanent fuel level display	•	•
Information display:	•	•
Fluid temperatures	•	•
Engine speed	•	•
Vehicle speed	•	•
Asphalt temperature gauge kit	•	•
Impact meter	•	•
Trailer loading function	•	•
Emergency stop button	•	•
Back-up alarm	•	•
Water system		
Two spray bars per drum	•	•

OPTIONAL EQUIPMENT	DD105	DD105 OSC
Operator environment		
Enclosed cab with integrated ROPS/FOPS, tinted safety glass and openable side windows to the rear	•	•
Air conditioning system	•	•
Radio with Bluetooth, USB, MP3	•	•
Steering spinner knob	•	•
Vibration and drum system		
8 Amplitude Feature	–	•
Electrics and electronics		
4 or 8 Halogen work lights on canopy / cab	•	•
4 or 8 LED work lights on canopy / cab	•	•
4 LED work lights in frame (2 each bumper)	•	•
8 LED work lights in frame (4 each bumper)	•	•
4 work lights on drum edges: LED or Halogen	•	•
Road light kit (w/o work lights in frame)	•	•
Volvo Caretrack	•	•
Anti slip control	•	•
Anti theft	•	•
Tachograph preparation	•	•
Structure		
Special paintwork	•	•
Fluids		
Biodegradable hydraulic oil	•	•

SELECTION OF VOLVO OPTIONAL EQUIPMENT

Enclosed cab

Anti Slip Control

Multiple working light packages

Temperature gauge kit

Impact meter

Selection of drums

Not all products are available in all markets. Under our policy of continuous improvement, we reserve the right to change specifications and design without prior notice. The illustrations do not necessarily show the standard version of the machine.

Ref. VOE22100009447 / English-22 / 2018.4 / CCA / Volvo, Region Americas

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-44 TO SCOTT EQUIPMENT FOR THE PURCHASE OF AN ARTICULATING ASPHALT COMPACTOR IN THE AMOUNT OF ONE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS AND FOURTEEN CENTS ($139,954.14); AND FOR OTHER PURPOSES.

WHEREAS, Scott Equipment is the lowest qualified bidder for bid IFB-22-44;

WHEREAS, this contract covers the purchase of one 2022 Volvo DD105 Articulating Asphalt Compactor; and

WHEREAS, this will be paid with budgeted funds in the amount of one hundred thirty-nine thousand nine hundred fifty-four dollars and fourteen cents ($139,954.14).

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 contract with Scott Equipment for the purchase of one 2022 Volvo DD105 Articulating Asphalt Compactor;

Section 2: The estimated contract cost is one hundred thirty-nine thousand nine hundred fifty-four dollars and fourteen cents ($139,954.14);

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 _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**5/24/2022**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution authorizing the Mayor and Clerk to enter into an agreement with Traffic Engineering Consultants, Inc. (TEC) for semi-annual traffic coordination signal timing of the City of Bentonville traffic signals; and authorizing a budget adjustment from Street Reserve Fund. This firm was selected using the City's standard SOQ process, in accordance with State Law for the procurement of professional services.

Estimated Cost	**$57,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

The 2022 street budget has $40,000.00 approved for traffic signal timing and the remaining $17,000 would come out of the Street Reserve Fund.

Budget Adjustment Request

Date of City Council Meeting	**5/24/2022**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 479-271-3130**

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

To allow semi-annual traffic coordination timing for traffic signals instead of once a year.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
203810	**43210**	**Legal & Professional Services**		**$ 17,000.00**
		Totals	**$ -**	**$ 17,000.00**
		Net Impact on Fund Balance	**$**	**(17,000.00)**

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

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

Memorandum

DATE: May 24, 2022

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: Signal Timing Contract

Staff recommends and is seeking approval of a resolution to allow execution of the contract for Traffic Engineering Consultants, Inc. (TEC) to review and coordinate the signal timing of traffic signal lights. This will be done semi-annually instead of the previous yearly requirement. TEC was selected as the firm for this through the SOQ process.

This item was previously budgeted at $40,000 for a once a year coordination study. However, due to the increase of traffic patterns at different times of the year, staff is recommending a semi-annual review and changes to the traffic signals coordination because of increases in traffic flow. A budget request will be needed in the amount of $17,000.00 for this.

Thanks for your consideration, please contact me with any questions. I can be reached by phone at 479-271-3130 or email at todavis@bentonvillear.com.

May 2, 2022

Mayor Orman
City of Bentonville
117 W. Central
Bentonville, AR 72712

RE: 2022 Semi-Annual Traffic Signal Timing

Dear Mayor Orman,

Traffic Engineering Consultants, Inc. (TEC) is pleased to submit this Letter Agreement to provide transportation engineering services to the City of Bentonville on the project referenced above. Our proposed scope of services, schedules and fees are described below.

Scope of Services

Task 1 - Traffic Signal Timing Plan Development

TEC proposes to provide traffic signal timing plans for 33 traffic signal locations for the City of Bentonville in 2022. The retiming of the traffic signal patterns will occur on a semi-annual basis: once in the spring and once in the fall. The signal locations include the intersections along Walton Boulevard (U.S. 71B) from Tiger Boulevard to Medical Center Drive, along 14th Street (S.H. 102) from Greenhouse Road to Water Tower Road, along Regional Airport Boulevard (Highway 12) from Greenhouse Road to SE "I" Street, and along Central Avenue from MLK to I-49.

TEC will use peak hour turning movement traffic counts provided by the City of Bentonville at the intersections where the city has the capability to electronically collect traffic count data for the signal timing plans. The City of Bentonville will provide the peak hour traffic counts once in the spring and once in September. Additionally, TEC will collect peak hour traffic counts at the other nine intersections once per year in September after school has started. The attached list summarizes the traffic counts to be taken by the city and by TEC.

The traffic model will be updated utilizing the new counts. The existing signal timing plans will be reviewed and updated, and new timing plans will be developed where necessary.

Task 2 - Traffic Signal Timing Plan Implementation

TEC will input all signal timing data into the Siemens Tactics system. The timing plans will be downloaded to the traffic signal equipment in the field and adjusted for the traffic

patterns. The goal of the updated traffic signal timing plans is to reduce travel delay and improve vehicle progression on the arterials.

Task 3 - Traffic Signal Timing Support

TEC will be available throughout the year to adjust the signal timing plans on an as needed basis and will provide support to City staff on any traffic signal timing issues.

Schedule

TEC proposes to complete each task within the above specified time frames. The entire project will be completed by December 31, 2022.

Fee and Billing

TEC will provide the services as detailed above for a lump sum basis fee of $57,000. Fees will be invoiced on a monthly basis for work completed to date. Invoices will be due and payable within 30 days of receipt.

Closure

If you are in agreement with the terms as stated above, please execute below and return this letter to our office. Fees and times stated in this agreement are valid for ninety (90) days from the date executed by the TEC project manager (the undersigned).

It is agreed that Mayor Orman shall represent the Client to TEC in the provision of services under this agreement.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Should you have any questions or require additional information, please contact me.

Sincerely

[redacted]

Principal

SDH/bh

APPROVED

_____

Mayor Orman
City of Bentonville

_____

Date

Table 1 Intersection Count Locations List

Walton Boulevard (US-71B)

Node	Intersection	Peak Hour Time
1	Tiger Boulevard	(6 a.m.-7 p.m.) (TEC)
23	Wal-Mart Drive	(6 a.m.-10 p.m.) (City of Bentonville)
53	NW 3rd Street	(6 a.m.-10 p.m.) (City of Bentonville)
2	W Central Avenue (SH-72)	(6 a.m.-10 p.m.) (City of Bentonville)
6	Supercenter	(6 a.m.-10 p.m.) (City of Bentonville)
7	SW 8th Street	(6 a.m.-10 p.m.) (City of Bentonville)
37	SW 8th Street and SW I Street	(6 a.m.-10 p.m.) (City of Bentonville)
28	SW Redbud Street	(6 a.m.-10 p.m.) (City of Bentonville)
26	SW 18th Street	(6 a.m.-10 p.m.) (City of Bentonville)
22	SW 28th Street	(6 a.m.-10 p.m.) (City of Bentonville)
32	SW Regional Airport Boulevard (SH -12)	(6 a.m.-7 p.m.) (TEC)
16	SW J Street	(6 a.m.-7 p.m.) (TEC)
31	Medical Center Parkway	(6 a.m.-10 p.m.) (City of Bentonville)

Regional Airport Boulevard (SH 12)

43	Greenhouse Road	(6 a.m.-7 p.m.) (TEC)
42	Bright Street	(6 a.m.-7 p.m.) (TEC)
35	SW Reg. Airport Blvd. (SH -12) & SE "I" St	(6 a.m.-7 p.m.) (TEC)

14th Street (Hwy 102)

40	Greenhouse Road	(6 a.m.-10 p.m.) (City of Bentonville)

39 SW Elm Tree Road	(6 a.m.-10 p.m.) (City of Bentonville)
38 Been Road	(6 a.m.-10 p.m.) (City of Bentonville)
30 SE “I” Street	(6 a.m.-10 p.m.) (City of Bentonville)
10 Walton Boulevard (US-71B	(6 a.m.-10 p.m.) (City of Bentonville)
11 SE “A” Street	(6 a.m.-10 p.m.) (City of Bentonville)
27 SE “C” Street	(6 a.m.-10 p.m.) (City of Bentonville)
12 SE “J” Street	(6 a.m.-10 p.m.) (City of Bentonville)
13 SE “P” Street	(6 a.m.-10 p.m.) (City of Bentonville)
14 SE Moberly Lane	(6 a.m.-10 p.m.) (City of Bentonville)
15 I-49 SB Ramps (west side)	(6 a.m.-7 p.m.) (TEC)
33 I-49 NB Ramps (east side)	(6 a.m.-7 p.m.) (TEC)
20 Bekaert Drive/Water Tower Rd.	(7 a.m.-9 a.m.) (11:30 a.m.-1:30pm) (4 p.m.-6 p.m.) (TEC)

Central

5 NE Moberly Lane	(6 a.m.-10 p.m.) (City of Bentonville)
19 N.E. Martin Luther King Blvd.	(6 a.m.-10 p.m.) (City of Bentonville)
36 I-49 SB	(6 a.m.-10 p.m.) (City of Bentonville)
29 I-49 NB	(6 a.m.-10 p.m.) (City of Bentonville)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH TRAFFIC ENGINEERING CONSULTANTS, INC. (TEC) FOR SEMI-ANNUAL STUDIES OF TRAFFIC COORDINATION AND SIGNAL TIMING FOR THE CITY OF BENTONVILLE TRAFFIC SIGNALS IN THE AMOUNT OF FIFTY-SEVEN THOUSAND DOLLARS ($57,000.00); AUTHORIZING A BUDGET ADJUSTMENT FROM STREET RESERVE FUND TO PAY A PORTION OF THIS AGREEMENT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires professional traffic coordination and signal timing studies for the regular study Bentonville Street Department traffic signals;

WHEREAS, Traffic Engineering Consultants, Inc. (TEC), was selected pursuant to City and State requirements for the procurement of professional services;

WHEREAS, the estimated cost of this agreement is fifty-seven thousand dollars ($57,000.00); and

WHEREAS, this contract will be paid using budgeted funds, as well as through a budget adjustment in the amount of seventeen thousand dollars ($17,000.00) in order to provide for semi-annual traffic coordination studies.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Traffic Engineering Consultants, Inc. (TEC), for professional traffic coordination and signal timing studies for the City of Bentonville Street Department traffic signals in an amount of fifty-seven thousand dollars ($57,000.00);

Section 2: That a budget adjustment from Street Department Reserves should be and the same is hereby approved as set forth below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	43210	Legal & Professional Services		$ 17,000.00
		Totals	$ -	$ 17,000.00
		Net Impact on Fund Balance	$	(17,000.00)

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 Provisions: 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 _____, 2022.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Kirby Romines, CITY CLERK