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, July 12, 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 July 12, 2022:**
https://us02web.zoom.us/webinar/register/WN_HuiZQ6tiRBuvR6xjHh013Q

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: June 28, 2022

AGENDA

1. Informational - Sidewalk Update - Jim Wheeless.

2. Recognition by City Council of Mark Slaughter who resides at 605 NW A Street. The property's landscaping was nominated by a Bentonville resident and is the June Residential Landscaping of the Month award winner. **(Pages 6-7)**

3. Planning:

3a. **Planning Area Boundary Resolution.**

(Pages 11-15)

The Planning Commission voted 6-0, recommending approval.

3b. **Ordinance accepting a lot split of Lot 5, of Applegate Subdivision, creating new Lots 52 and 53 of Applegate Subdivision, to the city of Bentonville, Arkansas; and for other purposes (Project Number: LS21-0075) 1410 A&B Bella Vista Road.**

(Pages 18-20)

The Planning Commission voted 6-0, recommending approval.

A lot split of existing Lot 5 (+/- 0.36 acres) of Applegate Subdivision creating new Lot 52 (+/-0.162 acres) and Lot 53 (+/- 0.164 acres) of Applegate Subdivision Addition. Per the requirements of the Master Street Plan, the plat dedicates right-of-way along Bella Vista Road. The plat dedicates various public utility easements to serve the newly created lots. Since Bella Vista Road is designated as a collector street on the Master Street Plan, there is a note on the plat that only one combined point of access will be allowed for both new lots so a shared access easement will be required.

3c. **Ordinance accepting a Lot Split of West ½ of Lot 9, Block 16 of Railroad Addition; creating new Lot 18, Block 16 of Railroad Addition to the city of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0025) 301 SE Henry.**

(Pages 21-23)

The Planning Commission voted 6-0, recommending approval.

A lot split of the West ½ of existing Lot 9 (+/- 0.20 acres), Block 16 of Railroad Addition, creating new Lot 18 (+/- 0.20 acres) Block 16 of Railroad Addition. Per the requirements of the Master Street Plan, the plat dedicates a right-of-way along SE Henry to the South. The plat dedicates various public utility easements to serve the newly created lot.

3d. **Ordinance accepting a property line adjustment of un-platted section land; creating new Lots 1 and 2, of Urban Bentonville Subdivision to the city of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0012) 805 SE C Street & 402 SE 8th Street.**

(Pages 24-26)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of un-platted section land creating new Lot 1 (+/-0.32 acres) and Lot 2 (+/- 0.76 acres) of Urban Bentonville Subdivision. Per the requirements of the Master Street Plan, the plat dedicates right-of-way along SE C Street. Right-of Way along SE 8th Street is adequate. The plat dedicates various public utility easements to serve the newly created lots.

3e. **Ordinance accepting a property line adjustment of part of existing Lot 26 of Crabtree Addition and part of Lots 4, 5, and 6, Block 26 of Deming's 2nd Addition; creating new Lot 1 of Crabtree Addition Phase 2 to the city of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0014) 710 NW B Street.**

(Pages 27-30)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment part of existing Lot 26 of Crabtree Addition and part of Lots 4, 5, and 6, Block 26 of Deming's 2nd Addition creating new Lot 1 (+/-0.19 Acres) of Crabtree Addition Phase 2. The plat dedicates a 15-foot public utility easement along the western property line.

3f. **Ordinance accepting a property line adjustment of Lots 1 and 2 of Stagecoach Subdivision; creating new Lot 3 and Lot 4 of Stagecoach Subdivision to the city of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0015) 3810 N Rainbow Farm Road.**

(Pages 31-34)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lots 1 and 2 of Stagecoach Subdivision creating new Lot 3 (+/-1.87 acres) and Lot 4 (+/- 2.34 acres) of Stagecoach Subdivision. The plat dedicates 35 feet of right-of-way for a future extension of Shell Road to meet the Master Street Plan requirements.

3g. **Ordinance accepting a property line adjustment of Lots 1, 3, 5, and 7 of Stagecoach Subdivision; creating new Lots 17 and 18, Block 7 of Gilmores Addition to the city of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0016) 521, 525, 529, 535, 537 & 540 SW 5th Street.**

(Pages 35-38)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of existing Lots 1, 3, 5 & 7, Block 7 of Gilmore's Addition creating new Lots 17 (+/-0.37 acres) and 18 (+/- 0.33 acres), Block 7 of Gilmore's Addition. The plat dedicates a small piece of right-of-way in the northwest corner of the property to allow for the radius to be constructed at the intersection of SW 5th Street and SW E Street. The other portion of these streets meet or exceed the requirements of the Master Street Plan. The plat dedicates various public utility easements to serve the newly created lots. A cross access easement is being dedicating between the new lots to allow for cross access in the future.

3h. **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: RZ22-0032) 302 SW E Street.**

(Pages 39-46)

The Planning Commission voted 6-0, recommending approval.

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.

4. Utility Board:

4a. Resolution requested by Staff for approval by City Council authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver, LLC in the amount of $230,000.00 to update the Water Master Plan and associated budget adjustment in the amount of $30,000.00. The 2022 budget included $200,000.00 for this study. Funding for the increased cost will be from the Water Utilities Reserves. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with State Law and the City's Purchasing Policy. The Utility Board approved the resolution and budget adjustment on July 5, 2022, by a vote of 4-0. **(Pages 47-87)**

4b. Resolution authorizing the Mayor and City Clerk to enter into an agreement with SWEPCO to modify the Delivery Point Agreement for the Point of Delivery #7 (I Sub) associated with the expansion of I Sub. Approved by Utility Board 4-0. **(Pages 88-114)**

5. Resolution for City Council approval of change order one (#BV C_01) to the contract with RACOM, relocating 2 of 3 tower sites from their initial proposal. RACOM recommended a tower site on the north end of Bentonville that would have required a lease or land purchase to the City of Bentonville. That particular tower site will be relocated to the City of Bentonville owned property near the water tower on the west end of NW 12th Street. The proposed southwest location at Bentonville Fire Station #7 will be relocated to City of Bentonville owned property on SW Barron Road. The relocations do not have a cost and this change order is simply to document the relocations. Added to the change order document is the advance purchase of 17 portable radios that is covered in the cost of the project. These 17 portables will allow communication with FD and PD personnel and surrounding agencies. Refer to the attached documents. **(Pages 115-128)**

6. Public hearing and ordinance vacating a Utility Easement requested for 500 SW B Street of Dunn & Davis Addition, north side of parcel (VAC22-0019). **(Pages 129-131)**

7. Resolution setting a public hearing for July 26, 2022 for Street Right of Way requested for 609 SE D Street of Orchards Addition (VAC22-0001). **(Pages 132-134)**

8. Resolution setting a public hearing for July 26, 2022 for a Utility Easement Vacation requested for Lot 6 of Kingsbury Subdivision Phase 2 (VAC22-0018). **(Pages 135-137)**

9. Resolution setting a public hearing for July 26, 2022 for an Access Easement Vacation requested for 712 Bella Vista Way of Brown Subdivision (VAC22-0020). **(Pages 138-140)**

10. Resolution allowing the Mayor and City Clerk to enter into professional services agreement with Hight Jackson Associates for the design of the Street Department's building expansion in the amount of $84,500.00. This firm was selected using the City's standard SOQ process for the procurement of professional services, in accordance with State Law and the City's Purchasing Policy. Please see attachments. **(Pages 141-158)**

11. Mayor Orman is recommending the appointment of Douglas Bryant to the Ozark Regional Transit Board of Directors filling Shane Stephens' unexpired term. Mr. Bryant's term will expire in October of 2024. **(Pages 159-164)**

12. Ordinance seeking City Council approval of a Waiver of Bid request in the amount of $53,266.00, to Kansas Golf and Turf and a budget adjustment of $18,766.00, to allow for the purchase of a Jacobsen AR 331 3 Deck Contour Rotary Mower. The Jacobsen mower is a replacement for the 2010 Toro Groundmaster 3505D. **(Pages 165-176)**

Agenda Item Form

Date of City Council Meeting	**7/12/2022**
Department	**Comprehensive Planning**
Submitted by	**Baylea Birchfield**
Phone	**(479) 254.2022**

Item Type: (*Check Applicable Item Type)*

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

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

Recognition by City Council of Mark Slaughter who resides at 605 NW A Street. The property's landscaping was nominated by a Bentonville resident and is the June Residential Landscaping of the Month award winner.

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

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

MEMO

Date: June 29th, 2022
To: Bentonville City Council
From: Baylea Birchfield, Planner
RE: Residential Landscaping of the Month Award – June 2022

The Tree and Landscape Advisory Committee has awarded Mark Slaughter of 605 NW A Street as the winner for the June Residential Landscaping of the Month Award. The property was nominated by a Bentonville resident.

About the Award

The Residential Landscaping of the Month Award recognizes the hard work and pride exhibited by Bentonville residents because we are proud to have a community that strives to beautify their homes, neighborhoods, and the City of Bentonville.

The award was created to recognize Bentonville residents who have improved and maintained the exterior landscaping of their homes. The award is intended to inspire others to take pride in their home, improve their landscaping, pick up litter, and to improve the quality of life in the City of Bentonville.

Award winners are honored by the Mayor with a certificate and are presented with a decorative yard sign designating their landscaping as a winner. A photograph of the award winning landscaping will be placed in the next edition of the City of Bentonville's newsletter, the Bentonville Focus.

City Council Agenda Items
For the City Council Meeting of July 12, 2022
From the July 5, 2022 Planning Commission Meeting

Other Business

1. Planning Area Boundary Resolution.

The Planning Commission voted 6-0, recommending approval.

New Business

1. Ordinance accepting a lot split of Lot 5, of Applegate Subdivision, creating new Lots 52 and 53 of Applegate Subdivision, to the city of Bentonville, Arkansas; and for other purposes (Project Number: LS21-0075) 1410 A&B Bella Vista Road.

The Planning Commission voted 6-0, recommending approval.

A lot split of existing Lot 5 (+/- 0.36 acres) of Applegate Subdivision creating new Lot 52 (+/-0.162 acres) and Lot 53 (+/- 0.164 acres) of Applegate Subdivision Addition. Per the requirements of the Master Street Plan, the plat dedicates right-of-way along Bella Vista Road. The plat dedicates various public utility easements to serve the newly created lots. Since Bella Vista Road is designated as a collector street on the Master Street Plan, there is a note on the plat that only one combined point of access will be allowed for both new lots so a shared access easement will be required.

2. Ordinance accepting a Lot Split of West ½ of Lot 9, Block 16 of Railroad Addition; creating new Lot 18, Block 16 of Railroad Addition to the city of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0025) 301 SE Henry.

The Planning Commission voted 6-0, recommending approval.

A lot split of the West ½ of existing Lot 9 (+/- 0.20 acres), Block 16 of Railroad Addition, creating new Lot 18 (+/- 0.20 acres) Block 16 of Railroad Addition. Per the requirements of the Master Street Plan, the plat dedicates a right-of-way along SE Henry to the South. The plat dedicates various public utility easements to serve the newly created lot.

3. Ordinance accepting a property line adjustment of un-platted section land; creating new Lots 1 and 2, of Urban Bentonville Subdivision to the city of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0012) 805 SE C Street & 402 SE 8th Street.

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of un-platted section land creating new Lot 1 (+/-0.32 acres) and Lot 2 (+/- 0.76 acres) of Urban Bentonville Subdivision. Per the requirements of the Master Street Plan, the plat dedicates right-of-way along SE C Street. Right-of Way along SE 8th Street is adequate. The plat dedicates various public utility easements to serve the newly created lots.

4. **Ordinance accepting a property line adjustment of part of existing Lot 26 of Crabtree Addition and part of Lots 4, 5, and 6, Block 26 of Deming's 2nd Addition; creating new Lots 1 of Crabtree Addition Phase 2 to the city of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0014) 710 NW B Street.**

The Planning Commission voted 6-0, recommending approval.

A property line adjustment part of existing Lot 26 of Crabtree Addition and part of Lots 4, 5, and 6, Block 26 of Deming's 2nd Addition creating new Lot 1 (+/-0.19 Acres) of Crabtree Addition Phase 2. The plat dedicates a 15-foot public utility easement along the western property line.

5. **Ordinance accepting a property line adjustment of Lots 1 and 2 of Stagecoach Subdivision; creating new Lot 3 and Lot 4 of Stagecoach Subdivision to the city of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0015) 3810 N Rainbow Farm Road.**

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lots 1 and 2 of Stagecoach Subdivision creating new Lot 3 (+/-1.87 acres) and Lot 4 (+/- 2.34 acres) of Stagecoach Subdivision. The plat dedicates 35 feet of right-of-way for a future extension of Shell Road to meet the Master Street Plan requirements.

6. **Ordinance accepting a property line adjustment of Lots 1, 3, 5, and 7 of Stagecoach Subdivision; creating new Lots 17 and 18, Block 7 of Gilmores Addition to the city of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0016) 521, 525, 529, 535, 537 & 540 SW 5th Street.**

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of existing Lots 1, 3, 5 & 7, Block 7 of Gilmore's Addition creating new Lots 17 (+/-0.37 acres) and 18 (+/- 0.33 acres), Block 7 of Gilmore's Addition. The plat dedicates a small piece of right-of-way in the northwest corner of the property to allow for the radius to be constructed at the intersection of SW 5th Street and SW E Street. The other portion of these streets meet or exceed the requirements of the Master Street Plan. The plat dedicates various public utility easements to serve the newly created lots. A cross access easement is being dedicating between the new lots to allow for cross access in the future.

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: RZ22-0032) 302 SW E Street.**

The Planning Commission voted 6-0, recommending approval.

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.

Planning Area Boundary Amendment

PC Date: 7/5/2022
Reviewer: Shelli Kerr, AICP, Comprehensive Planning Manager

Background

State Statute Sec. 14-56-413 establishes *territorial jurisdiction* establishing authority for cities to administer and enforce planning and zoning ordinances outside of the corporate limits. Bentonville, with an official census population over 50,000, is allowed *territorial jurisdiction* that extend up to two miles from the corporate limits. Because that distance overlaps with many of our adjacent cities, the *territorial jurisdiction* must be half the distance between the two cities, or as agreed upon by the cities.

State Statute Sec. 14-56-412 gives Planning Commission the authority to prepare and maintain a map showing the general location of streets, public ways and public property and the boundaries of the area within the *territorial jurisdiction* for which it will prepare plans, ordinances and regulations. This map is to be known as the *Planning Area Map*.

History

Bentonville last updated its PAM in 2012. This was the planning area used to prepare the most recent Future Land Use Map in 2018. Several conditions suggest now is the time to revise the PAM.

1) Since 2012, several annexations have occurred that extend well beyond our current planning area, particularly to the south. In fact, Bentonville's city limits now overlap with Cave Springs' planning boundary.
2) The city intends to update the Future Land Use Map in 2023 and it should be developed with an accurate and up-to-date planning area map.
3) The revised planning area will allow the city to adequately plan for infrastructure by updating its Master Street Plan, Master Parks Plan, and Bike and Pedestrian Plan for the newly annexed areas.

Analysis

There are two primary options for revising the planning area:

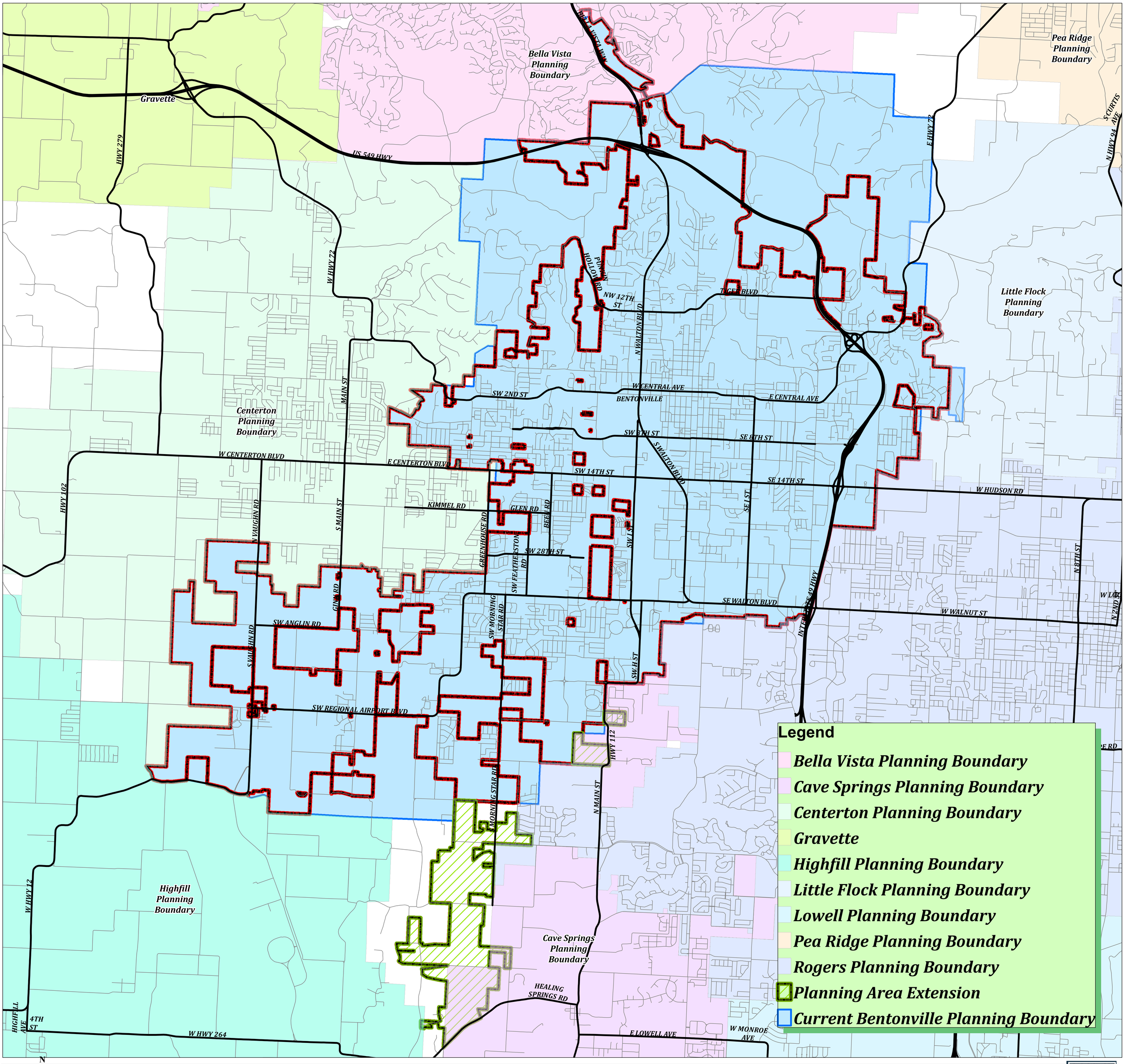
Option 1: Extend the planning area to the current corporate limits, which would only add those areas recently annexed, shown on the map labeled "Option 1."

Option 2: Extend the planning area to meet the Highfill and Cave Springs planning areas, shown on the map labeled "Option 2."

Staff presented these options to planning, engineering, transportation, electric, fire, police, water and wastewater. The predominant recommendation was to proceed with Option 2. It seemed a logical boundary to be consistent with adjacent city's planning areas and eliminate any gaps between cities. The revised area was also presented to Cave Springs and Highfill.

Recommendation

Staff recommends amending the Planning Area Map as identified on the attached map labeled "Option 2."



Legend

- Bella Vista Planning Boundary
- Cave Springs Planning Boundary
- Centerton Planning Boundary
- Gravette
- Highfill Planning Boundary
- Little Flock Planning Boundary
- Lowell Planning Boundary
- Pea Ridge Planning Boundary
- Rogers Planning Boundary
- Planning Area Extension
- Current Bentonville Planning Boundary

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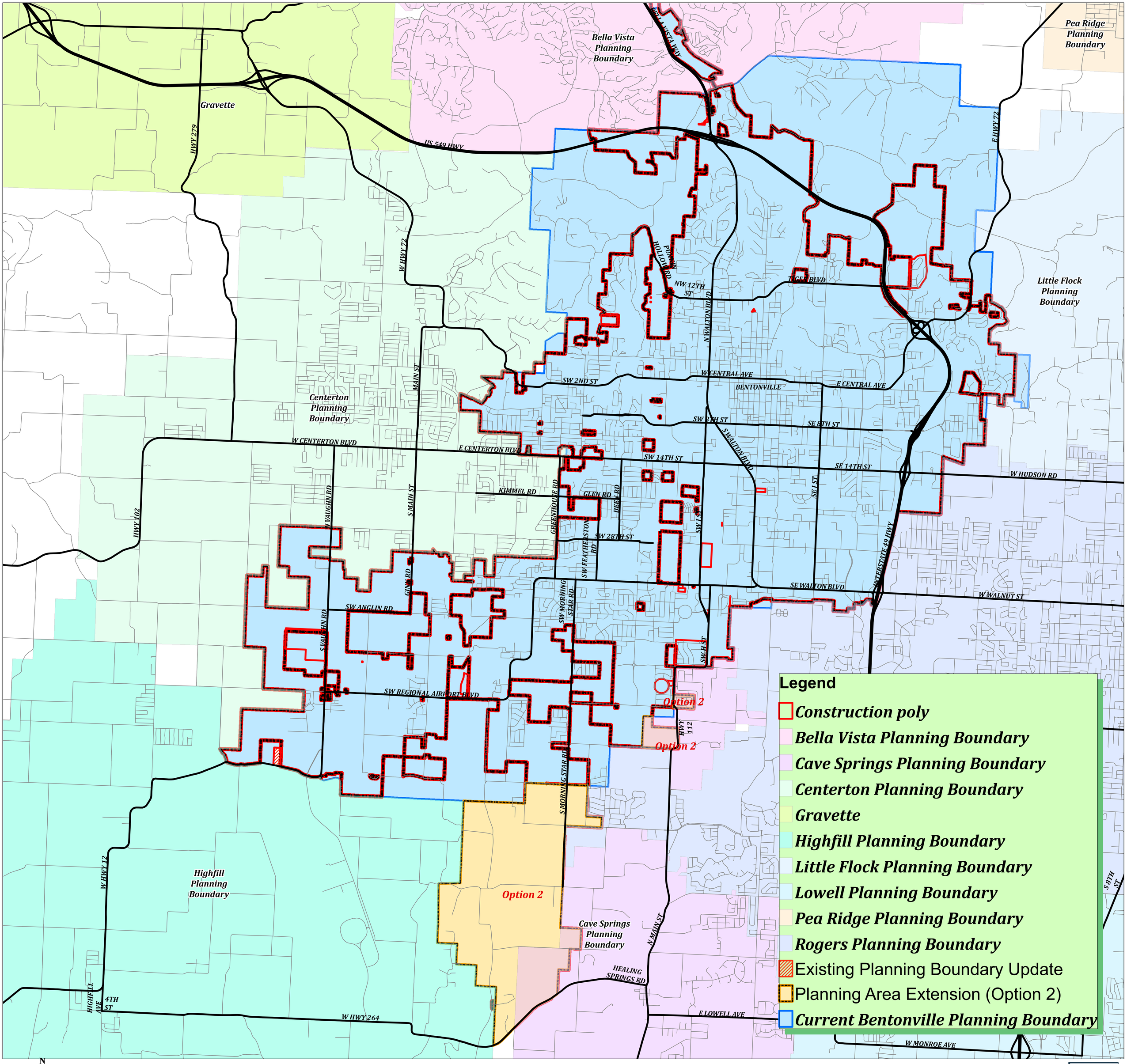
Bentonville Planning Boundary Update

Option 1



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Bentonville Planning Boundary Update
Option 2

THE CITY OF BENTONVILLE

RESOLUTION NO. _____

A RESOLUTION ADOPTING A REVISED PLANNING AREA MAP FOR THE CITY OF BENTONVILLE, ARKANSAS PURSUANT TO ARKANSAS CODE ANNOTATED §14-56-414.

WHEREAS, on January 12, 2012, Bentonville City Council adopted a revised planning area map;

WHEREAS, since then, annexations have extended beyond the boundaries of the planning area map;

WHEREAS, the planning area map must be updated to include the new city limits to allow for planning and development; and

WHEREAS, on July 5, 2022, Bentonville Planning Commission recommended that the Bentonville City Council adopted a revised planning area map;

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

Section 1: That the planning area map of the City of Bentonville, Arkansas shall be amended as shown on Attachment A: Planning Area Map pursuant to Arkansas Code Annotated §14-56-414, one electronic copy and one paper copy of which is on file with the City Clerk and is hereby referred to, adopted and made part hereof as though it were copied herein fully; and

Section 2: That a copy of this resolution and Attachment A: Planning Area Map be filed with the County Recorder.

Section 3: That this resolution shall be in full force and effect from and after the date of its passage.

Section 4: 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.

PASSED and APPROVED this ___ day of _____, 2022.

APPROVED

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

Attachment A:
Planning Area Map

Bella Vista Planning Boundary
Pea Ridge Planning Boundary
Gravette
Little Flock Planning Boundary
Centerton Planning Boundary
Highfill Planning Boundary
Cave Springs Planning Boundary
BELLA VISTA WAY
HWY 279
US 549 HWY
E HWY 72
W HWY 72
PUMPKIN HOLLOW RD
NW 12TH ST
TIGER BLVD
N WALTON BLVD
W CENTRAL AVE
E CENTRAL AVE
BENTONVILLE
SW 2ND ST
MAIN ST
SW 8TH ST
SE 8TH ST
S WALTON BLVD
W CENTERTON BLVD
E CENTERTON BLVD
SW 14TH ST
SE 14TH ST
W HUDSON RD
KIMMEL RD
GLEN RD
BEEL RD
GREENHOUSE RD
S MAIN ST
SE I ST
HWY 102
N VAUGHN RD
SW 28TH ST
SW FEATHERSTON RD
SW I ST
INTERSTATE 49 HWY
SE WALTON BLVD
W WALNUT ST
GINN RD
SW MORNING STAR RD
SW ANGLIN RD
S VAUGHN RD
SW H ST
SW REGIONAL AIRPORT BLVD
Option 2
HWY 112
S MORNING STAR RD
W HWY 12
HIGHFILL AVE
4TH ST
W HWY 264
N MAIN ST
HEALING SPRINGS RD
E LOWELL AVE
W MONROE AVE
S 8TH ST

Legend

- Construction poly
- Bella Vista Planning Boundary
- Cave Springs Planning Boundary
- Centerton Planning Boundary
- Gravette
- Highfill Planning Boundary
- Little Flock Planning Boundary
- Lowell Planning Boundary
- Pea Ridge Planning Boundary
- Rogers Planning Boundary
- Existing Planning Boundary Update
- Planning Area Extension (Option 2)
- Current Bentonville Planning Boundary

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Bentonville Planning Boundary Update
Option 2

THE CITY OF BENTONVILLE

Consent Agenda Items

For the Planning Commission meeting on July 5, 2022

Reviewer: Elizabeth Johnson, Senior Planner

- At the Technical Review meeting held on June 28, 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 52 & 53 of Applegate Subdivision, Anna, Steven & Belinda Hill, 1410 A & B Bella Vista Road, 3710 & 3810 N Rainbow Farm Road, R-1, Low Density Single-Family Residential, LS21-0075

A lot split of existing Lot 5 (+/- 0.36 acres) of Applegate Subdivision creating new Lot 52 (+/-0.162 acres) and Lot 53 (+/- 0.164 acres) of Applegate Subdivision Addition. Per the requirements of the Master Street Plan, the plat dedicates right-of-way along Bella Vista Road. The plat dedicates various public utility easements to serve the newly created lots. Since Bella Vista Road is designated as a collector street on the Master Street Plan, there is a note on the plat that only one combined point of access will be allowed for both new lots so a shared access easement will be required.

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

Lot Split: Lot 18, Block 16 of Railroad Addition, Grant Nevill, 301 SE Henry, Downtown High Density Residential, LS22-0025

A lot split of the West ½ of existing Lot 9 (+/- 0.20 acres), Block 16 of Railroad Addition, creating new Lot 18 (+/- 0.20 acres) Block 16 of Railroad Addition. Per the requirements of the Master Street Plan, the plat dedicates a right-of-way along SE Henry to the South. The plat dedicates various public utility easements to serve the newly created lot.

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

Property Line Adjustment: Lots 1 & 2 of Urban Bentonville Subdivision, Urban Share, LLC, 805 SE C Street & 402 SE 8th Street, DC, Downtown Core, PLA22-0012

A property line adjustment of unplatted section land creating new Lot 1 (+/-0.32 acres) and Lot 2 (+/-0.76 acres) of Urban Bentonville Subdivision. Per the requirements of the Master Street Plan, the plat dedicates right-of-way along SE C Street. Right-of Way along SE 8th Street is adequate. The plat dedicates various public utility easements to serve the newly created lots.

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

Property Line Adjustment: Lot 1 Crabtree Addition Phase 2, Katie Christian, 710 NW B Street, R-1, Low Density Single-Family Residential, PLA22-0014

A property line adjustment part of existing Lot 26 of Crabtree Addition and part of Lots 4, 5, and 6, Block 26 of Deming's 2nd Addition creating new Lot 1 (+/-0.19 Acres) of Crabtree Addition Phase 2. The plat dedicates a 15-foot public utility easement along the western property line.

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

Property Line Adjustment: Lots 3 & 4 of Stagecoach Subdivision, Mark E. Smith and Karen E. Smith, 3710 & 3810 N Rainbow Farm Road, R-E, Residential Estates, PLA22-0015

A property line adjustment of Lots 1 and 2 of Stagecoach Subdivision creating new Lot 3 (+/-1.87 acres) and Lot 4 (+/- 2.34 acres) of Stagecoach Subdivision. The plat dedicates 35 feet of right-of-way for a future extension of Shell Road to meet the Master Street Plan requirements.

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

Property Line Adjustment: Lots 17 & 18, Block 7 of Gilmore's Addition, Randall Hinton Development, LLC, 521, 525, 529, 535, 537 & 540 SW 5th Street, DN-2, Downtown Medium, Density Residential, PLA22-0016

A property line adjustment of existing Lots 1, 3, 5 & 7, Block 7 of Gilmore's Addition creating new Lot 17 (+/-0.37 acres) and Lot 18 (+/- 0.33 acres), Block 7 of Gilmore's Addition. The plat dedicates a small piece of right-of-way in the northwest corner of the property to allow for the radius to be constructed at the intersection of SW 5th Street and SW E Street. The other portion of these streets meet or exceed the requirements of the Master Street Plan. The plat dedicates various public utility easements to serve the newly created lots. A cross access easement is being dedicating between the new lots to allow for cross access in the future.

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

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 5 OF APPLEGATE SUBDIVISION; CREATING NEW LOTS 52 AND 53 OF APPLEGATE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS21-0075)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 5 OF APPLEGATE SUBDIVISION creating new LOTS 52 AND 53 OF APPLEGATE SUBDIVISION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 5, 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 LOT 5 OF APPLEGATE SUBDIVISION creating new LOTS 52 AND 53 OF APPLEGATE 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 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.

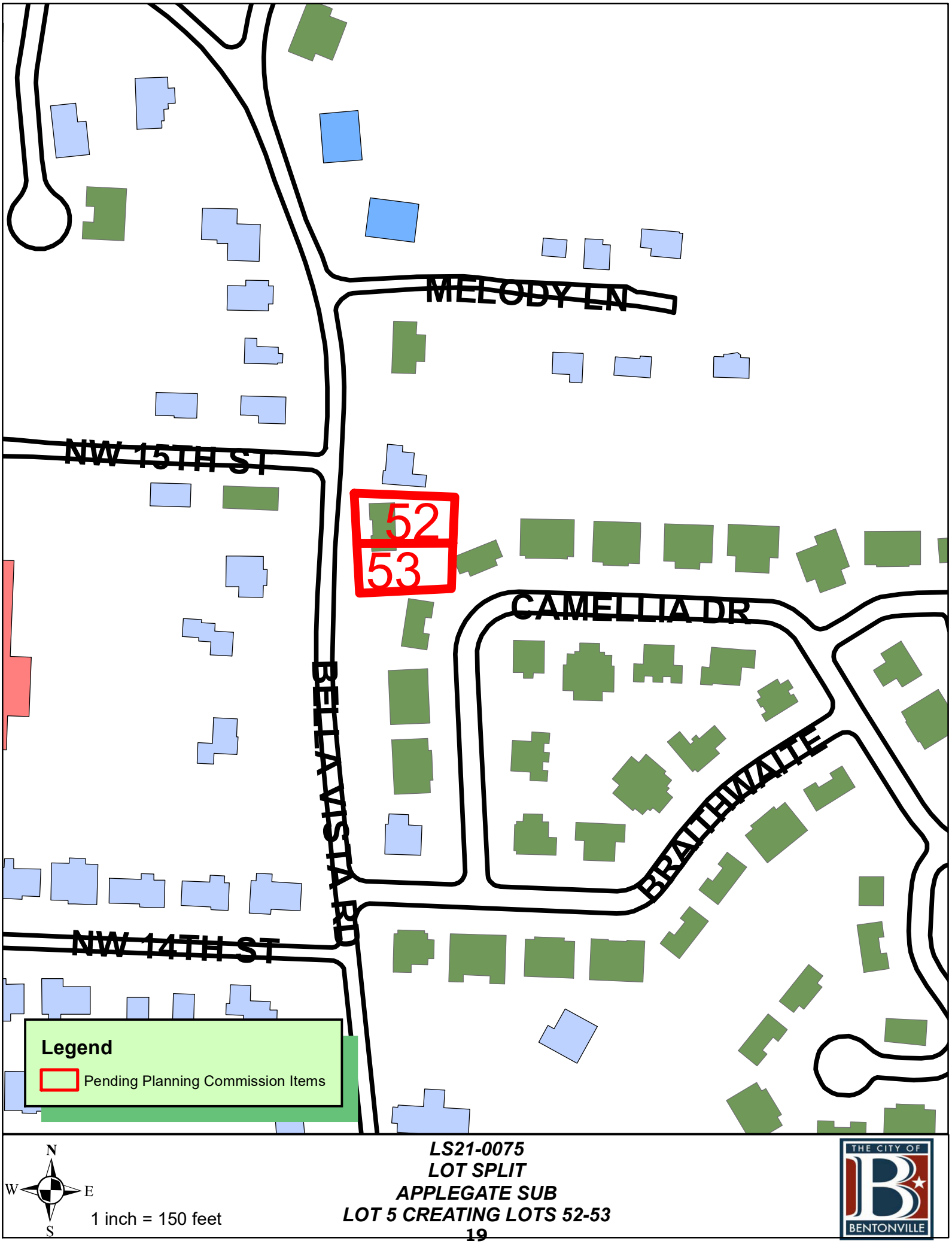
PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk



LS21-0075
LOT SPLIT
APPLEGATE SUB
LOT 5 CREATING LOTS 52-53

Exhibit A

LOT SPLIT OF LOT 5 IN APPLEGATE SUBDIVISION CREATING LOTS 52 & 53

Miscellaneous Notes

STATE RECORDING NUMBER:
500-20N-30W-0-19-320-04-1826

COMPLETED FIELD WORK:
SEPTEMBER 13, 2021

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DOCUMENT NO. L202161722.
2. SURVEY PLAT FILED IN PLAT BOOK 18 AT PAGE 38.

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

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

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

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

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

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

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

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

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

THERE WILL ONLY BE ONE POINT OF EGRESS/INGRESS FOR BOTH LOTS 52 & 53 ONTO BELLA VISTA ROAD.

Zoning & Setback Information

CURRENTLY ZONED: R-1

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.

Record Description

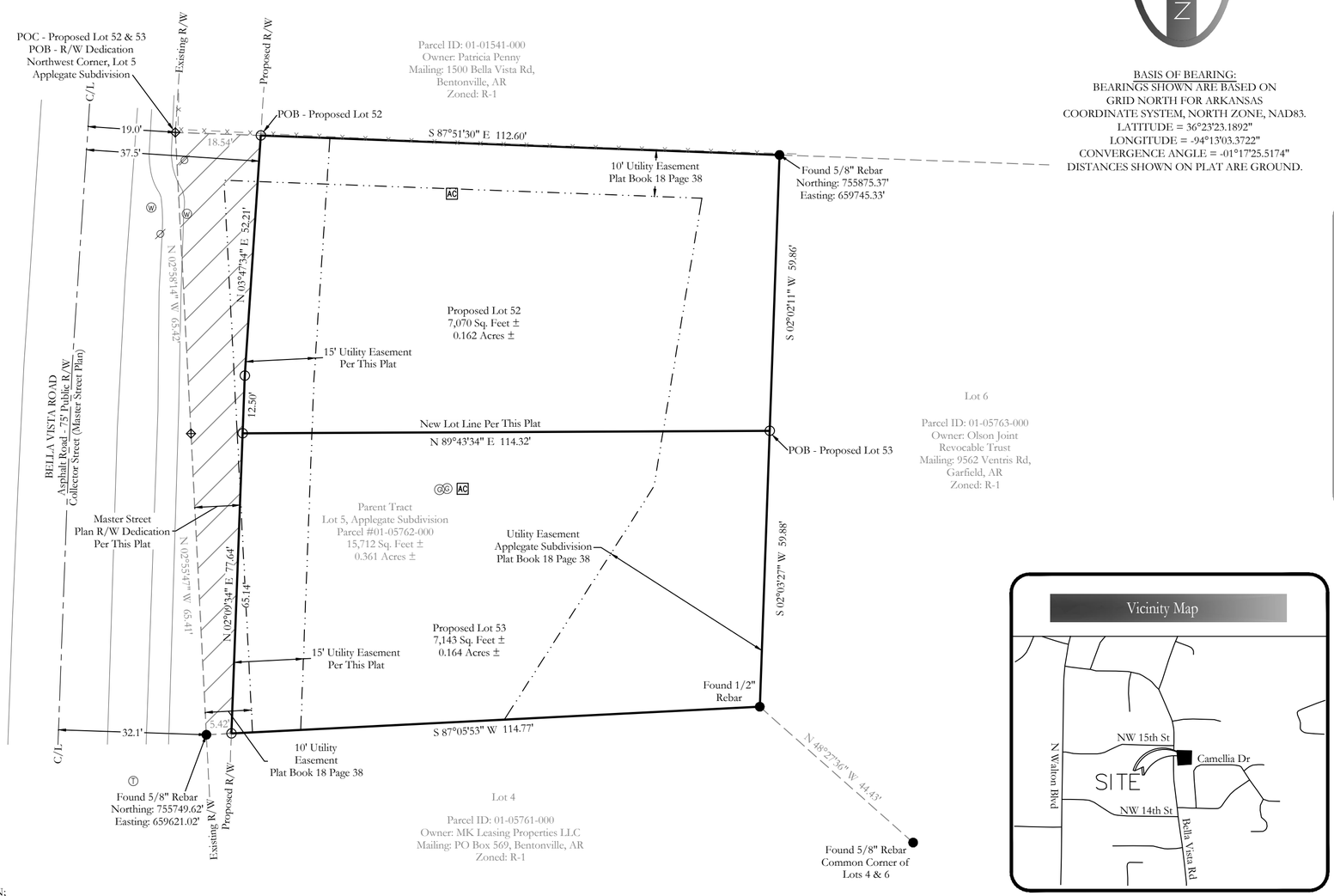
LOT 5, APPLEGATE SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "18" AT PAGE 38.

Survey Description

PROPOSED LOT 52
BEING A PART OF LOT 5, APPLEGATE SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "18" AT PAGE 38, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF LOT 5, APPLEGATE SUBDIVISION; THENCE, SOUTH 87°51'30" EAST A DISTANCE OF 18.54 FEET TO A SET 5/8" REBAR, BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°51'30"E A DISTANCE OF 112.60 FEET TO A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 02°02'11" WEST A DISTANCE OF 59.86 FEET TO A SET 5/8" REBAR; THENCE SOUTH 89°43'34" WEST A DISTANCE OF 114.32 FEET TO A SET 5/8" REBAR ON THE EAST RIGHT-OF-WAY LINE OF BELLA VISTA ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 02°09'34" EAST A DISTANCE OF 12.50 FEET TO A SET 5/8" REBAR; THENCE NORTH 03°47'34" EAST A DISTANCE OF 52.21 FEET TO THE POINT OF BEGINNING. CONTAINING 0.162 ACRES, MORE OR LESS. SUBJECT TO EASEMENT AND RIGHT-OF-WAYS OF RECORD.

PROPOSED LOT 53
BEING A PART OF LOT 5, APPLEGATE SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "18" AT PAGE 38, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF LOT 5, APPLEGATE SUBDIVISION; THENCE SOUTH 87°51'30" EAST A DISTANCE OF 131.14 FEET TO A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 02°02'11" WEST A DISTANCE OF 59.86 FEET TO A SET 5/8" REBAR, BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 02°03'27" WEST A DISTANCE OF 59.88 FEET TO A FOUND 1/2" REBAR AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 87°05'53" WEST A DISTANCE OF 114.77 FEET TO A SET 5/8" REBAR ON THE EAST RIGHT-OF-WAY LINE OF BELLA VISTA ROAD; THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 02°09'34" EAST A DISTANCE OF 65.14 FEET TO A SET 5/8" REBAR; THENCE, LEAVING SAID EAST RIGHT-OF-WAY LINE, NORTH 89°43'34" EAST A DISTANCE OF 114.32 FEET TO THE POINT OF BEGINNING. CONTAINING 0.164 ACRES, MORE OR LESS. SUBJECT TO EASEMENT AND RIGHT-OF-WAYS OF RECORD.

RIGHT-OF-WAY DEDICATION
BEING A PART OF LOT 5, APPLEGATE SUBDIVISION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, APPLEGATE SUBDIVISION; THENCE SOUTH 87°51'30" EAST A DISTANCE OF 18.54 FEET TO A SET 5/8" REBAR; THENCE SOUTH 03°47'34" WEST A DISTANCE OF 52.21 FEET TO A SET 5/8" REBAR; THENCE SOUTH 02°09'34" WEST A DISTANCE OF 77.64 FEET TO A SET 5/8" REBAR; THENCE SOUTH 87°05'53" WEST A DISTANCE OF 5.42 FEET TO A FOUND 5/8" REBAR; THENCE SOUTH 02°55'47" WEST A DISTANCE OF 65.41 FEET; THENCE NORTH 02°58'14" WEST A DISTANCE OF 65.42 FEET TO THE POINT OF BEGINNING. CONTAINING 0.034 ACRES MORE OR LESS.



NORTH

BASIS OF BEARING:
BEARINGS SHOWN ARE BASED ON GRID NORTH FOR ARKANSAS COORDINATE SYSTEM, NORTH ZONE, NAD83.
LATITUDE = 36°23'23.1892"
LONGITUDE = -94°13'03.3722"
CONVERGENCE ANGLE = -01°17'25.5174"
DISTANCES SHOWN ON PLAT ARE GROUND.

Utility Notes

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.

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

811 Know what's below. Call before you dig.

0' 20' 40' 60'
1 INCH = 20 FEET

Vicinity Map

Legend of Symbols & Abbreviations

- BOUNDARY LINE
- ADJACENT LINE / TIE LINE
- CENTERLINE OF ROAD (C/L)
- RIGHT-OF-WAY (R/W)
- FENCE
- UTILITY EASEMENT (U.E.)

- FOUND MONUMENT (AS NOTED)
- SET MONUMENT (AS NOTED)
- COMPUTED POINT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

- POWER POLE
- GAS METER
- TELEPHONE PEDESTAL
- WATER METER
- AC AIR CONDITIONER

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, HEATH A. MYERS, 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

_____
HEATH A. MYERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. AR1826
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 21ST DAY OF SEPTEMBER, 2021.

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

PROFESSIONAL LICENSED SURVEYOR
STATE OF ARKANSAS
No. 1826
SIGNATURE
HEATH A MYERS

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.

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

DRAWN BY & DATE:	REVIEWED BY:	SURVEYED BY:
ANS, 9/27/2021	HM	CW
COUNTY & STATE: BENTON COUNTY, ARKANSAS	JOB NUMBER: 21-7060	
LOCATION: 1410A & 1410B BELLA VISTA ROAD, BENTONVILLE, AR 72712		
FOR THE USE AND BENEFIT OF: STEVEN SIMMONS		

COB PROJECT NO. LS21-0075

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF WEST ½ OF LOT 9, BLOCK 16 OF RAILROAD ADDITION; CREATING NEW LOT 18, BLOCK 16 OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS22-0025)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of WEST ½ OF LOT 9, BLOCK 16 OF RAILROAD ADDITION creating new LOT 18, BLOCK 16 OF RAILROAD ADDITION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 5, 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 WEST ½ OF LOT 9, BLOCK 16 OF RAILROAD ADDITION creating new LOT 18, BLOCK 16 OF RAILROAD 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 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:

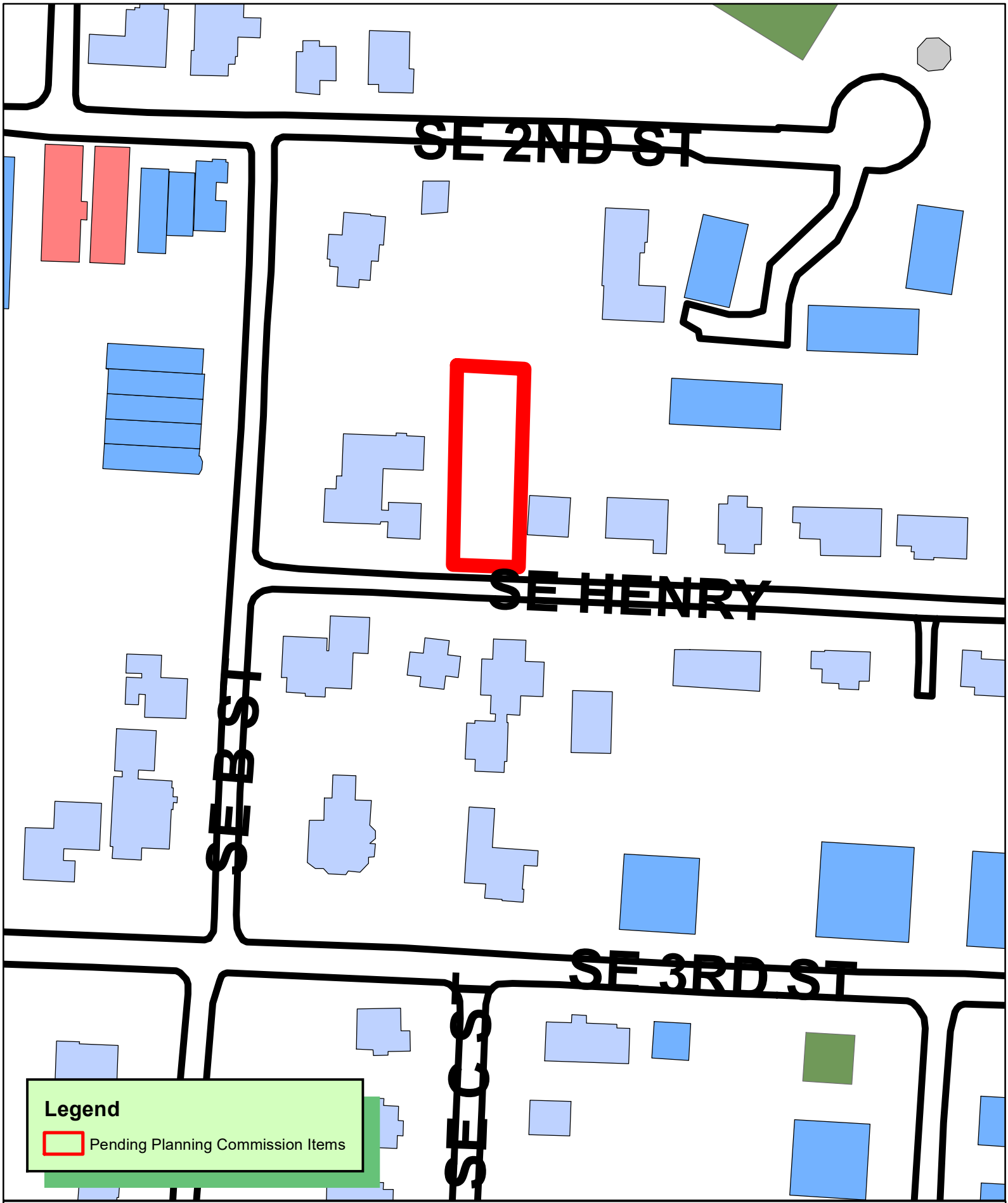
_____

Stephanie Orman, Mayor

ATTEST:

_____

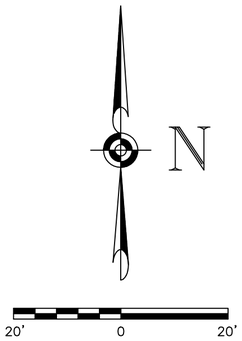
Kirby Romines, City Clerk

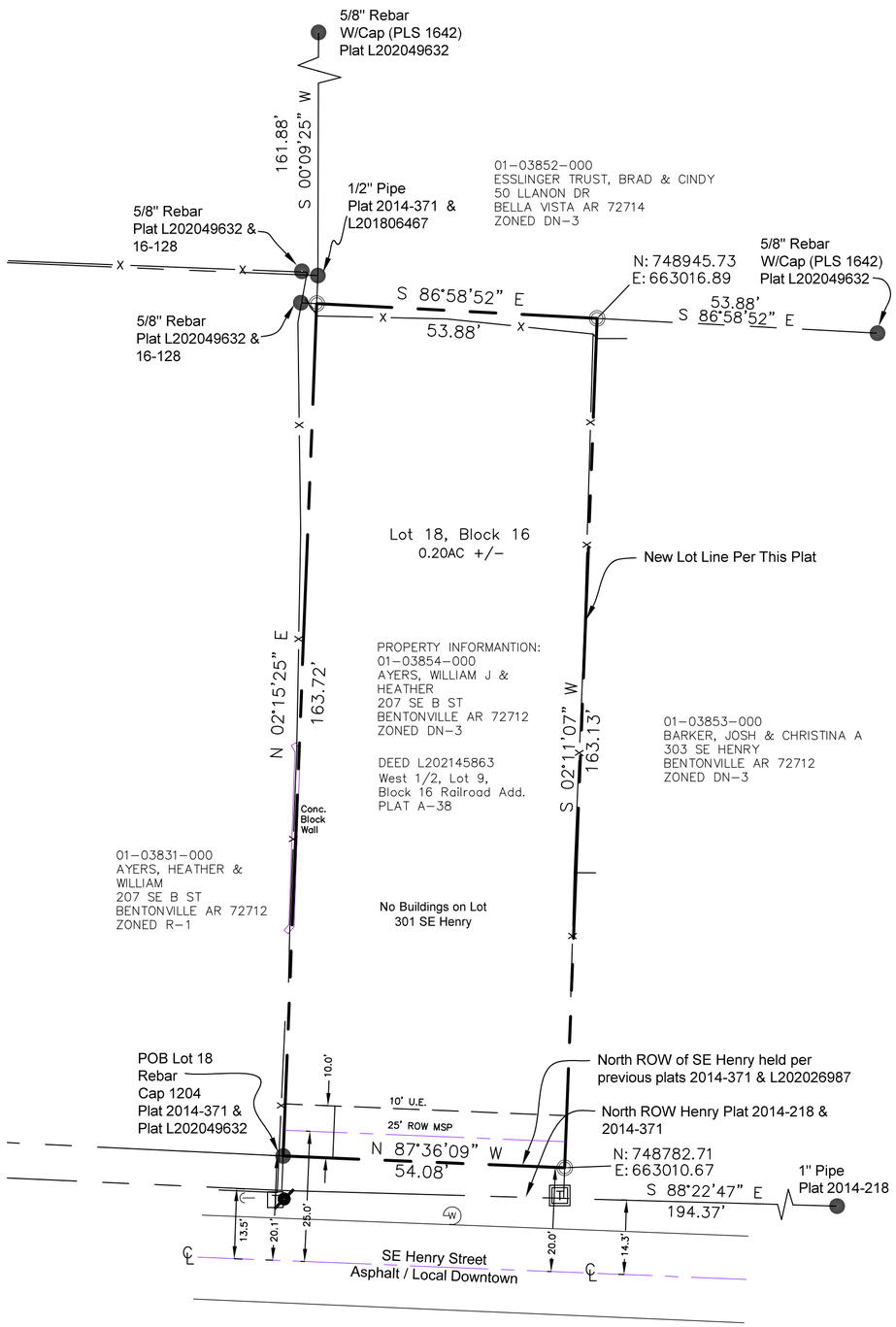


LS22-0025 7/5/22
LOT SPLIT
RAILROAD ADDITION
LOT 9 BLOCK 16 CREATING LOT 18
22

THE CITY OF BENTONVILLE

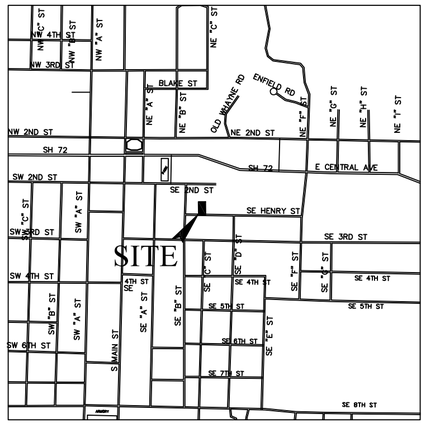
Exhibit A





LEGEND

- MONUMENT FOUND (AS NOTED)
- SET 5/8" REBAR W/CAP OR NAIL W/WASHER UNLESS OTHERWISE NOTED
- UTILITY POLE
- WATER METER
- TELEPHONE RISER
- TELEPHONE BOX
- GUY WIRE
- WOOD FENCE
- CHAIN FENCE
- CENTERLINE
- OFFSITE LOT LINES
- LOT LINES



VICINITY MAP
N.T.S.

ZONING NOTE: ZONED DN-3 SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

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

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

NOTE: 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.

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

NOTE: 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

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

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

Notes:

1. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate: Easements, other than possible easements which are visible at the time of making this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.

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

3. Basis of Bearings: Arkansas State Plane Coordinate system Arkansas-North: Bentonville GPS #1, N 746496.56, E 661509.95, NAVD 88 1289.05, Convergence -01°17'10.54".

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

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

6. The hereon described property is classed Urban.

7. Subsurface and environmental conditions were not examined nor considered a part of this survey.

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

9. Flood Hazard Certification: This is to certify that by graphic plotting only, this property (the subject property surveyed) is within Zone X, areas determined to be outside the 0.2% annual chance floodplain, as per FEMA FIRM Map Community Map Number 05007C0255K, effective date, June 5, 2012 based upon our interpretation of the location of the flood hazard boundary limits in relation to the property lines.

01-03854-000 TRACT DESCRIPTION (DEED L202145863)

THE W1/2 OF LOT 9, BLOCK 16 IN RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "A" AT PAGE 38. EXCEPT FOR THAT PORTION OF THE SOUTH END OF SAID LOT 9 NOW A PART OF HENRY STREET.

LOT 18 DESCRIIPTION:

PART OF LOT 9, BLOCK 16 IN RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "A" AT PAGE 38 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND REBAR WITH CAP 1204; THENCE N02°15'25"E A DISTANCE OF 163.72 FEET; THENCE S86°58'52"E A DISTANCE OF 53.88 FEET; THENCE S02°11'07"W A DISTANCE OF 163.13 FEET; THENCE N87°36'09"W A DISTANCE OF 54.08 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.20 ACRES MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS OF WAY OF RECORD OR FACT.

CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION

_____
COMMUNITY DEVELOPMENT DIRECTOR

CERTIFICATE OF OWNERSHIP

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

DATE OF EXECUTION: _____

SIGNED: _____

_____

PRINTED OWNER NAME: _____

SOURCE OF TITLE:
W.D. L202145863

STATE OF ARKANSAS

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY

OF _____ 20__.

_____
NOTARY PUBLIC SIGNATURE

CERTIFICATE OF SURVEYING ACCURACY

I, GRANT NEVILL, 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:

SIGNED: _____
ARKANSAS LS NO.1636

CERTIFICATE OF AUTHORIZATION
NEVILL SURVEYING, LLC.
No. 2383
ARKANSAS

CITY PROJECT #LS22-0025

ATLAS PAGE 403A & 404

500-20N-30W-0-32-400-04-1636

REVISIONS

NO.	DATE	DESCRIPTION
1.	06/20/22	1st Sub Comments
2.		

CLIENT:
AYERS, WILLIAM J & HEATHER
207 SE B ST
BENTONVILLE AR 72712
479-422-0350

LOT ADJUSTMENT

WEST 1/2 LOT 9, BLOCK 16
RAILROAD ADDITION
CREATING LOT 18, BLOCK 16
RAILROAD ADDITION
BENTONVILLE, ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
NO.1636
SIGNATURE
GRANT NEVILL
PRELIMINARY

SURVEYOR
Nevill Surveying, LLC
705 NW D Street
Bentonville, AR 72712
479-790-7264
edagen@sbcglobal.net

PLS: GEN
CAD: GEN
FIELD: HTN
FIELD: GEN
DWG: 2022-0002 SPLIT
DATE: MAY 31,2022
SHEET: 1 OF 1

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF UNPLATTED SECTION LAND; CREATING NEW LOT 1 AND LOT 2 OF URBAN BENTONVILLE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA22-0012)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of UNPLATTED SECTION LAND creating new LOT 1 AND LOT 2 OF URBAN BENTONVILLE SUBDIVISION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on July 5, 2022;

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

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

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

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

Section 1: That the property line adjustment of UNPLATTED SECTION LAND creating new LOT 1 AND LOT 2 OF URBAN 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 property line adjustment by certifying said acceptance on the approved property line adjustment;

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.

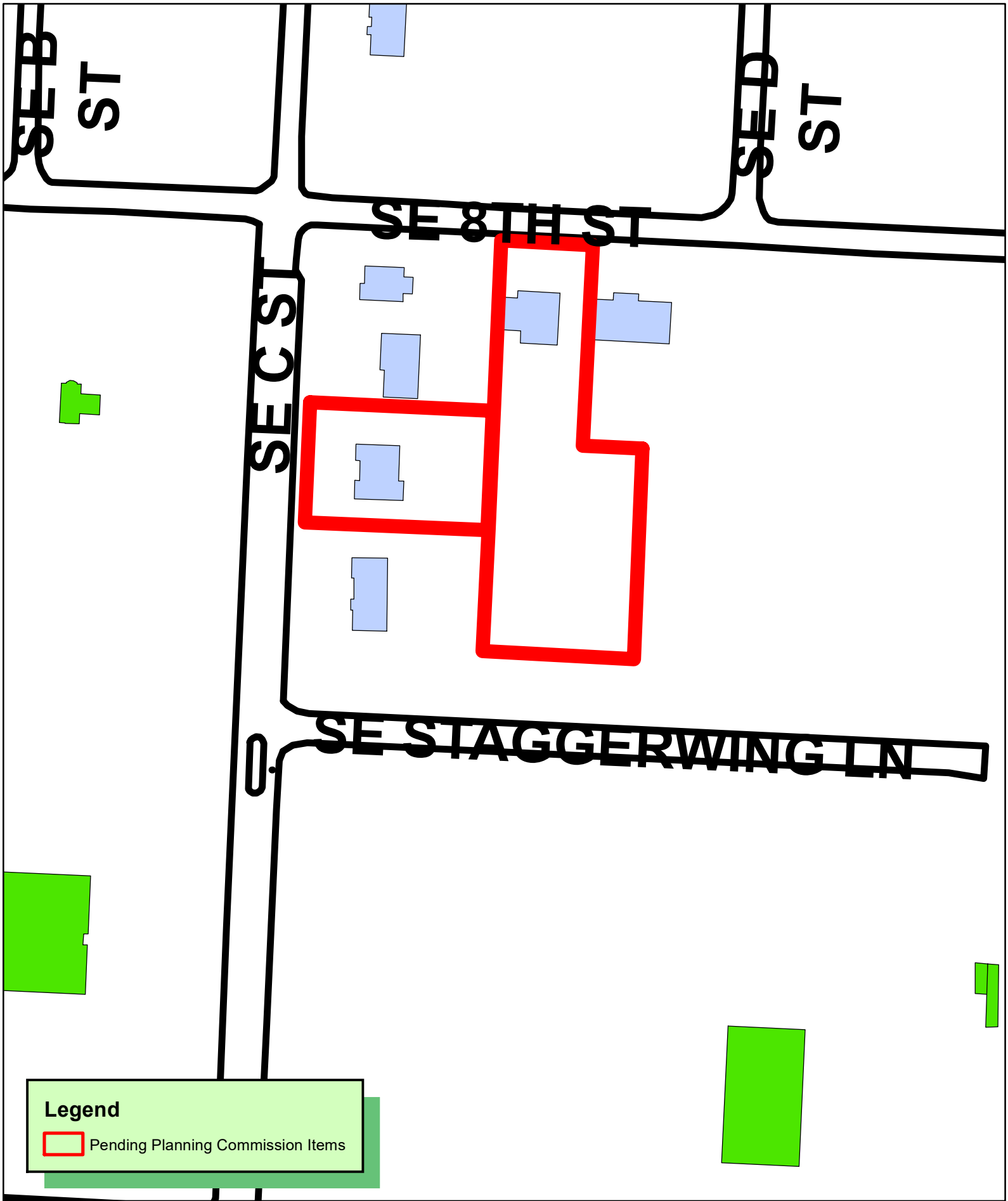
PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk



PLA22-0012 05/17/22
PROPERTY LINE ADJUSTMENT
URBAN SHARE LLC
PARCELS 01-00716-000, 01-00719-000
CREATING LOTS 1-2

Exhibit A

PROPERTY LINE ADJUSTMENT FOR PARCELS 01-00716-000 & 01-00719-000 CREATING "TBD-SUB" LOTS 1 & 2

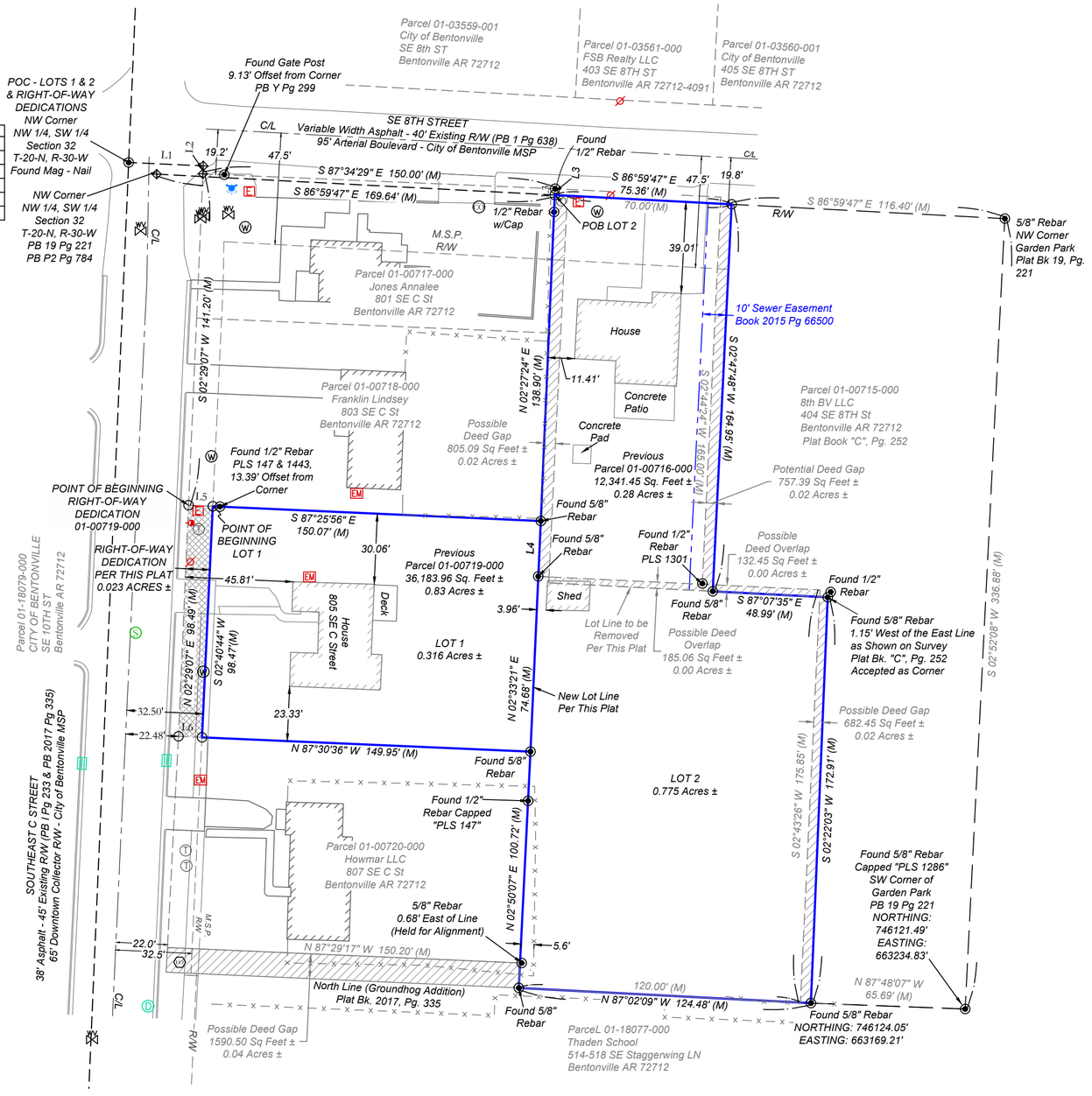
402 SE 8TH STREET, BENTONVILLE, AR 72712

BENTON COUNTY

N W E S

1" = 40'
GRAPHIC SCALE
0' 40' 80' 120'

LINE	BEARING	DISTANCE
L1	S 87°24'19" E	31.77'(M)
L2	S 02°29'07" W	3.41'(M)
L3	S 02°27'24" W	2.67'(M)
L4	N 02°33'21" E	23.61'(M)
L5	S 87°25'56" E	10.35'(M)
L6	S 87°30'36" E	10.02'(M)



LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- SET 5/8" REBAR PLS 1659
- FIRE HYDRANT
- SANITARY MANHOLE
- POWER POLE
- ELECTRIC METER
- TELEPHONE PEDESTAL
- GAS METER
- WATER METER
- WATER VALVE
- DRAIN GRATE
- STORM MANHOLE
- FIBER OPTIC VAULT
- CLEANOUT
- MSP — MASTER STREET PLAN
- (M) — MEASURED/CALCULATED DIMENSION
- POC — POINT OF COMMENCEMENT
- POB — POINT OF BEGINNING
- BOUNDARY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE (R/W)
- CENTERLINE (C/L)
- FENCE LINE
- OVERHEAD POWER LINE
- UNDERGROUND WATER LINE
- SETBACK LINE
- UNDERGROUND GAS LINE
- UNDERGROUND FIBER OPTIC LINE

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 18TH DAY OF JANUARY, 2022.

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

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

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.

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

SHEET 2 OF 2 **COB PROJECT NO.:** PLA22-0012

DATE	REVISION	BY

SURVEYOR JOB NUMBER: 21-11114	**SURVEY DRAWN BY:** ANS - 01/18/2022
SURVEY REVIEWED BY: TPN	**SCALE:** 1" = 40'
FOR THE USE AND BENEFIT OF: CIGNUS REAL ESTATE	

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF PART OF EXISTING LOT 26 OF CRABTREE ADDITION AND PART OF LOTS 4, 5, AND 6, BLOCK 26 OF DEMING'S 2ND ADDITION; CREATING NEW LOT 1 OF CRABTREE ADDITION PHASE 2 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA22-0014)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of PART OF EXISTING LOT 26 OF CRABTREE ADDITION AND PART OF LOTS 4, 5, AND 6, BLOCK 26 OF DEMING'S 2ND ADDITION creating new LOT 1 OF CRABTREE ADDITION PHASE 2 to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on July 5, 2022;

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

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

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

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

Section 1: That the property line adjustment of PART OF EXISTING LOT 26 OF CRABTREE ADDITION AND PART OF LOTS 4, 5, AND 6, BLOCK 26 OF DEMING'S 2ND ADDITION creating new LOT 1 OF CRABTREE ADDITION PHASE 2 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 are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment;

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

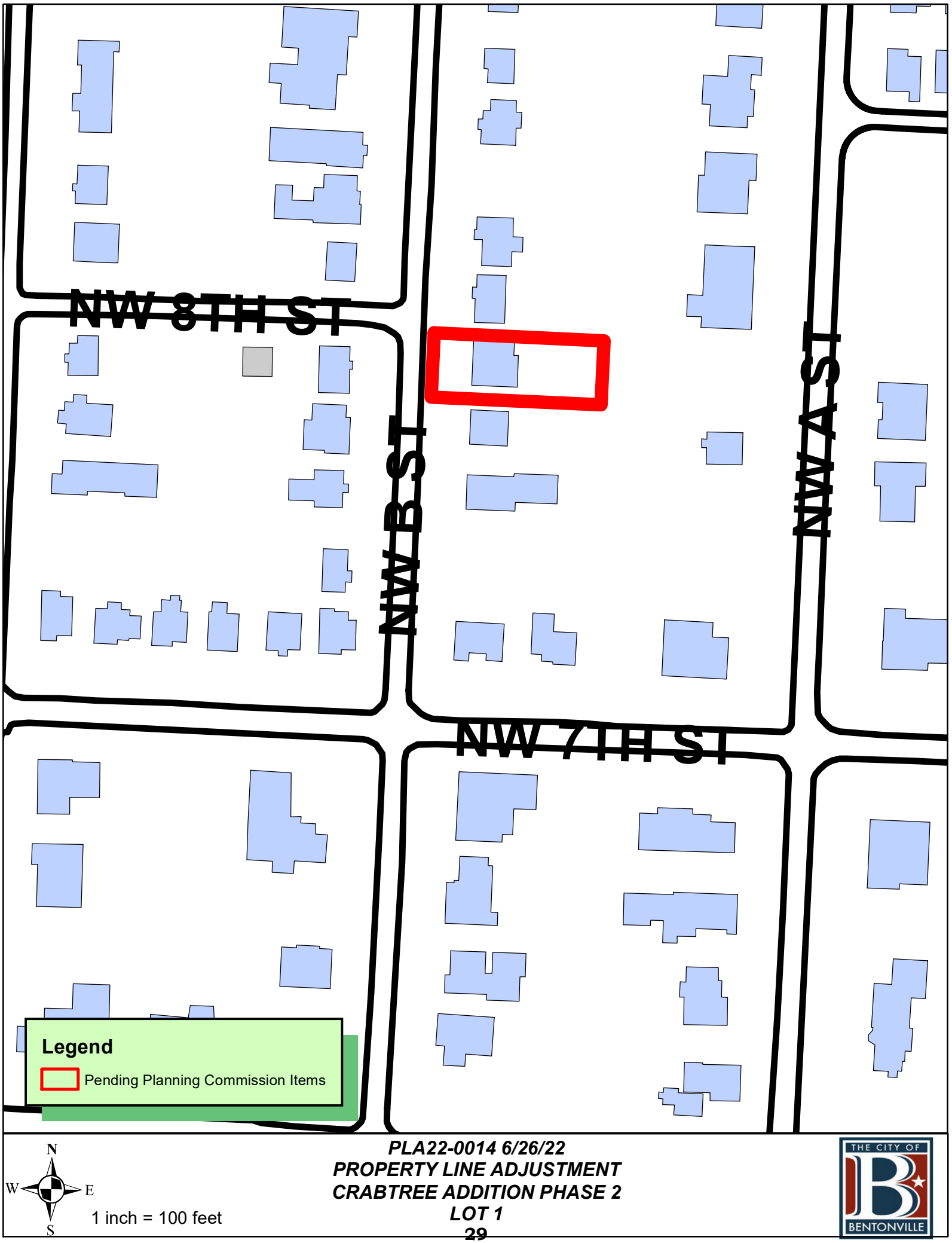
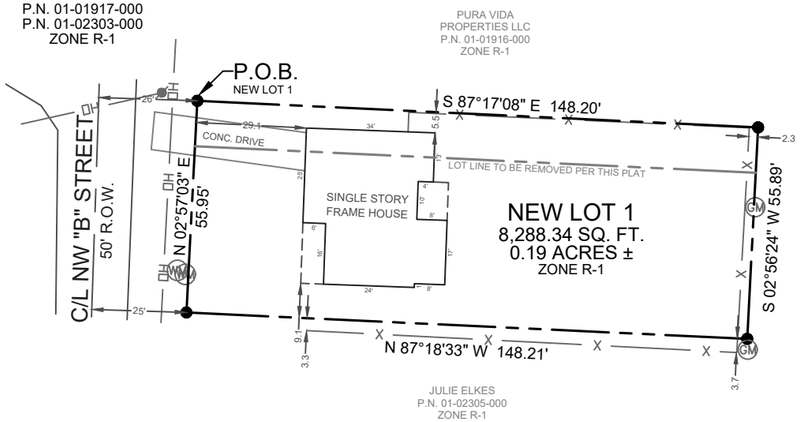

NW 8TH ST
NW B ST
NW A ST
NW 7TH ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
PLA22-0014 6/26/22
PROPERTY LINE ADJUSTMENT
CRABTREE ADDITION PHASE 2
LOT 1
THE CITY OF
BENTONVILLE

Exhibit A

PARENT TRACT
8,288.34 SQ. FT.
0.19 ACRES ±
P.N. 01-01917-000
P.N. 01-02303-000
ZONE R-1



PARENT TRACT:

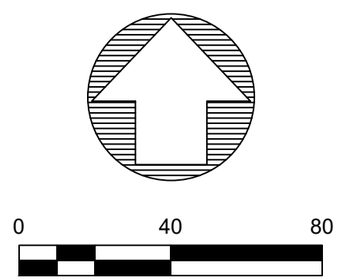
THE SOUTH 12 FEET OF LOT 26 OF CRABTREE ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK "A", PAGE 10, AND THE NORTH 45 FEET OF LOTS 4, 5 AND 6, BLOCK 26 OF DEMINGS 2ND ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 21, PAGE 212 OF THE BENTON COUNTY RECORDS.

NEW LOT 1:

THE SOUTH 12 FEET OF LOT 26 OF CRABTREE ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK "A", PAGE 10, AND THE NORTH 45 FEET OF LOTS 4, 5 AND 6, BLOCK 26 OF DEMINGS 2ND ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 21, PAGE 212 OF THE BENTON COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NW CORNER OF THE SOUTH 12 FEET OF LOT 26 OF SAID CRABTREE ADDITION; THENCE S 87°17'08" E A DISTANCE OF 148.20 FEET; THENCE S 02°56'24" W A DISTANCE OF 55.89 FEET; THENCE N 87°18'33" W A DISTANCE OF 148.21 FEET; THENCE N 02°57'03" E A DISTANCE OF 55.95 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 8288.34 SQUARE FEET, OR 0.19 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

VICINITY MAP
(N.T.S.)



CERTIFICATE OF OWNERSHIP AND DEDICATION:

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

DATE OF EXECUTION: _____

SIGNED:

_____

NAME & ADDRESS:

_____

PRINT NAME:

_____

SOURCE OF TITLE: D.R. _____

PAGE _____

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

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED _____
COMMUNITY DEVELOPMENT DIRECTOR

OWNERSHIP INFORMATION
KATIE CHRISTIAN
710 NW B STREET
BENTONVILLE, AR 72712-4740

CERTIFICATE OF SURVEY ACCURACY:

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

DATE OF EXECUTION _____

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

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

LEGEND

- FOUND REBAR
- UTILITY POLE
- WM WATER METER
- GM GAS METER
- X FENCE
- PROPERTY LINE
- CENTERLINE
- OH OVERHEAD LINE

NOTES:

1. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.

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

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

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

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

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

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

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

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

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

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

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

SCALE: 1" = 40'	DATE: 3-28-22

PROPERTY LINE ADJUSTMENT:
PART LOT 26, CRABTREE ADD.
& PART LOTS, 4, 5 & 6, BLOCK 26
DEMINGS 2ND ADDITION
CREATING LOT 1 CRABTREE
ADDITION, PHASE 2

710 NW "B" STREET
BENTONVILLE, BENTON CO., AR

JOB #	DRAWN BY:	CHK'D BY:	PAGE
22-028	ASD	RJC	1 OF 1

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 1 AND 2 OF STAGECOACH SUBDIVISION; CREATING NEW LOT 3 AND LOT 4 OF STAGECOACH SUBDIVISION THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: (PLA22-0015)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 1 AND 2 OF STAGECOACH SUBDIVISION creating new LOT 3 AND LOT 4 OF STAGECOACH SUBDIVISION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on July 5, 2022;

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

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

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

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

Section 1: That the property line adjustment of LOTS 1 AND 2 OF STAGECOACH SUBDIVISION creating new LOT 3 AND LOT 4 OF STAGECOACH SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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.

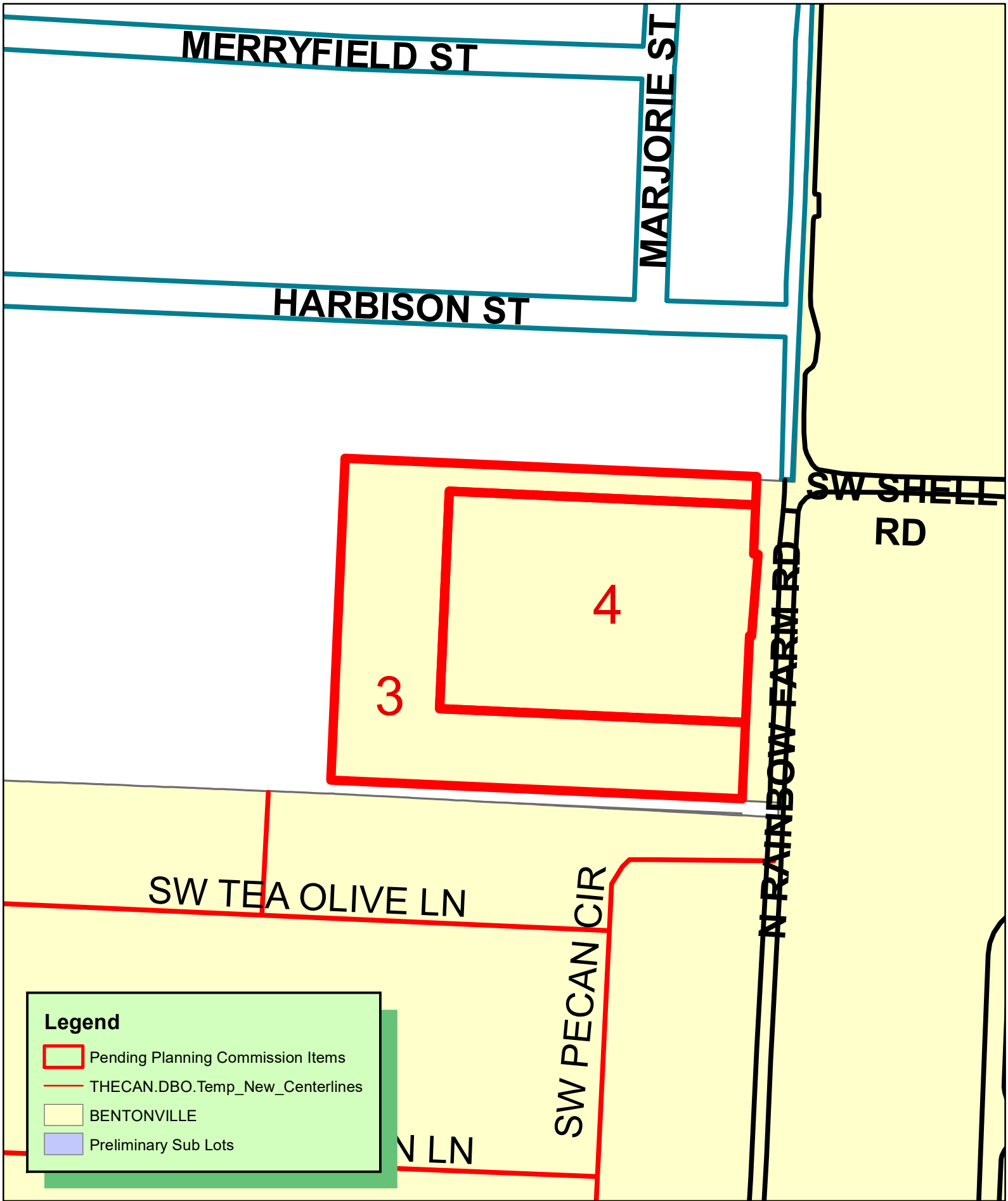
PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk



N
W E
S

1 inch = 150 feet

PLA22-0015 6/21/22
PROPERTY LINE ADJUSTMENT
STAGECOACH SUBDIVISION
LOTS 1-2 CREATING LOTS 3-4

Property Line Adjustment of Lots 1 & 2, Stagecoach Subdivision Creating Lots 3 & 4 Vetti Group Realty, LLC

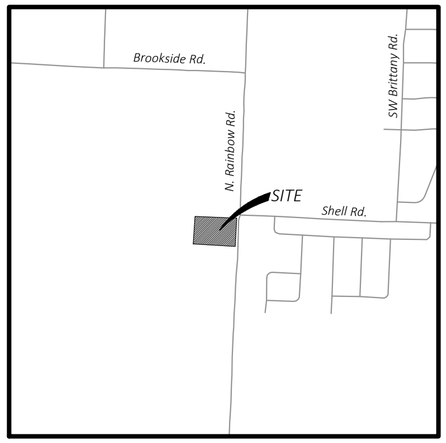
Exhibit A

3710 & 3810 N. Rainbow Farm Road

Bentonville, Benton County, Arkansas

GENERAL NOTES:

1. *Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.*
2. *This plat represents a Property Line Adjustment of the parcel recorded in Deed Records, DEED INSTR. #L202188993, INSTR. #L201812781, and INSTR. #L202189050 in the public records of Benton County, Arkansas.*
3. *The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.*
4. *Basis of Bearings: All bearings and distances shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone.*
5. *This survey is valid only if the drawing includes the seal and signature of the surveyor.*
6. *This survey meets current Arkansas Standards of Practice for Property Boundary Surveys and Plats.*
7. *No attempt was made to show building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.*
8. *No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.*
9. *Underground utilities were located by visible above ground markings as marked by utility locators and shown hereon as located by CEI Engineering Associates, Inc. survey field crews. All utility locations shown hereon are approximate. All utilities may not have been marked/located by the appropriate locators. No excavation has taken place as of this date to determine the exact location of existing underground utilities shown on this survey.*
10. *The contractor is advised to contact the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contact all non-members as well as the One-Call System.*
11. *By scale map location and graphical plotting only. This property is located in shaded Zone "X" which are areas of 0.2% annual flood chance; areas of 1% annual flood with average depths of less that 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 1% annual chance flood as determined by the National Flood Insurance, Flood Insurance Rate Map for Benton County, Arkansas.*
    Map Number: 05007C023K
    Map Revised: June 5, 2012
12. *No current zoning report or letter regarding zoning classification was provided to the Surveyor. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.*
13. *Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.*
14. *There may not be fences or any other structures built in any drainage easements.*
15. *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.*
16. *Owner is to contact New Service coordinator (479-271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.*
17. *All structures must maintain minimum of 20' clearance from all electric lines.*
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 require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.*
19. *It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.*
20. *Relocation of any existing electrical facilities shall be at the owner's expense.*
21. *Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.*



VICINITY MAP

NOT TO SCALE

Latitude: 36°20'10"N
Longitude: 94°16'22"W

Owner:

Parcel #: 01-18724-000, 01-18725-000
Mark & Karen Smith
3710 N Rainbow Farm Rd.
Bentonville, AR 72712

Surveyors:

CEI Engineering Associates, Inc.
3108 SW Regency Parkway
Bentonville, AR 72712
Phone: (479) 273-9472
Fax:(479) 271-0536
Surveyor: Dustin Riley, Arkansas PLS #1618

CERTIFICATE OF OWNERSHIP:

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

Date of Execution: _____ *Signed:* _____

Date of Execution: _____ *Signed:* _____

Address: _____

_____

Print Name: Mark Smith *Print Name:* Karen Smith

Source of Title: *Inst. No.* L201812781

Subscribed and sworn before me, this _____ *day of* _____ *, 20*_____.

_____ _____
Notary Public *My Commission Expires*

CERTIFICATE OF APPROVAL:

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

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

CERTIFICATE OF SURVEYING ACCURACY:

I Dustin Riley, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: _____

Signed: _____
Registered Land Surveyor
No.1618
State of Arkansas

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

Parent Tract Description Plat Instrument #L201913950:

Lot 1 and 2, Stagecoach Subdivision

ATLAS PAGE: 482

City of Bentonville Project # PLA22-0015

State Survey Code: 500-19N-R31W-0-10-340-04-1618

CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING

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

CEI Solutions for Land and Life

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

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

Property Line Adjustment
Vetti Group Realty, LLC
3710 & 3810 N. Rainbow Farm Road
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	JDS
FIELD WORK	KDM
CEI PROJECT NUMBER	32584
DATE	6/2/2022
REVISION	REV-1

Cover Sheet

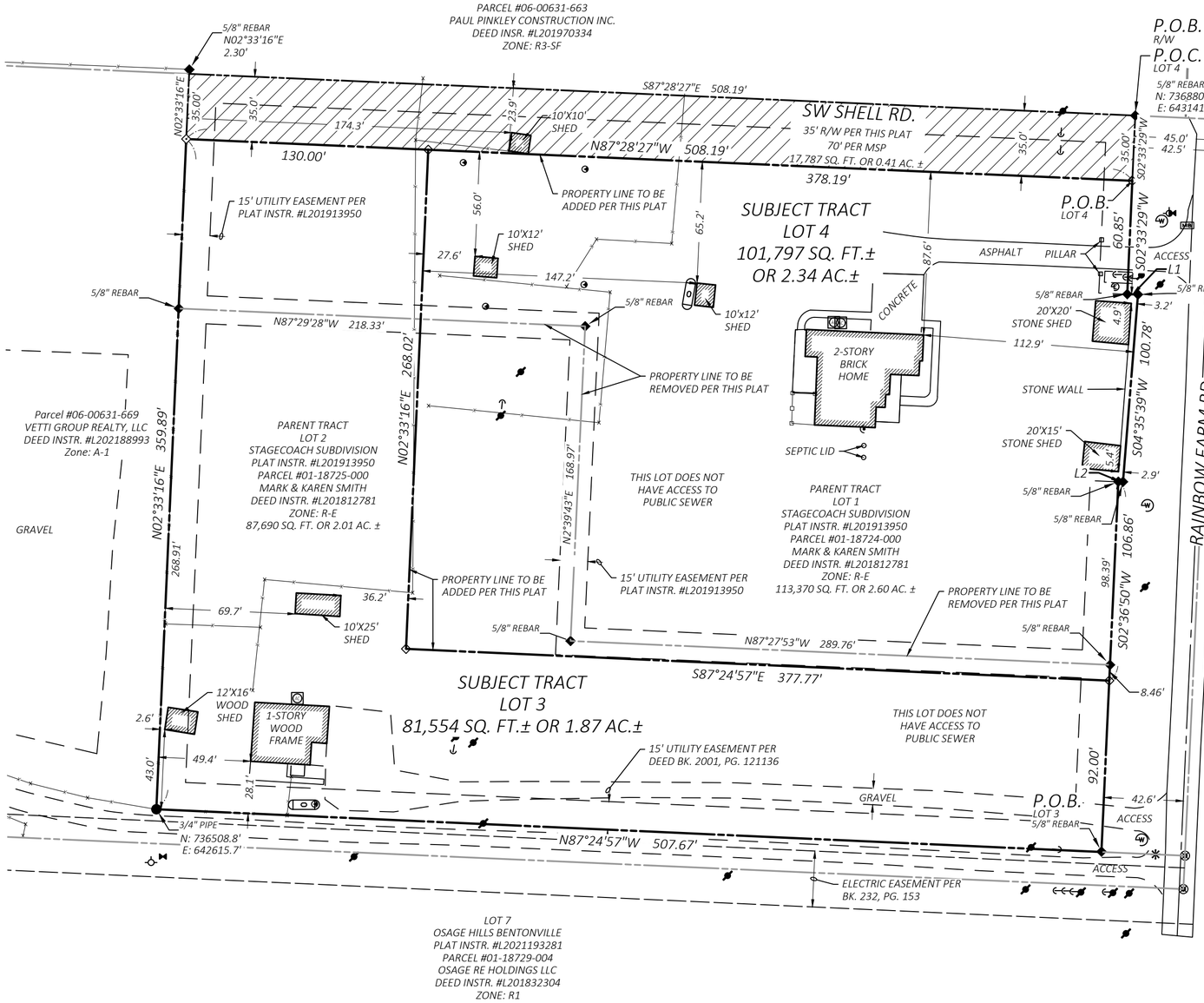
SHEET TITLE

SHEET NUMBER

1 OF 2

DRAWING LOCATION - S:\32000\32584\DRAWINGS SURVEY\SURVEY\WORKING\32584LS.DWG -- SAVED BY - JCHRISTIANSEN

© 2022 CEI ENGINEERING ASSOCIATES, INC.



0 50' 75' 100'

SCALE IN FEET

Legend

- Boundary Line
- Adjoining Boundary Line
- Easement Line
- Barb Wire Fence Line
- Set 5/8" Rebar "LS#1618"
- Found Monument (As Noted)
- Found Cotton Spindle
- Found Pipe (As noted)
- Found Railroad Spike
- Electric Meter
- Water Meter
- Fire Hydrant
- Hose Bib / Spigot
- Sewer Clean Out
- Guy Wire / Anchor
- Utility Pole
- Water Valve
- Air Conditioner Unit
- Propane Tank
- MB — Mail Box
- R/W — Right-of-Way

Survey Description Lot 3

A part of Lot 1 and 2, Stagecoach Subdivision to the City of Bentonville according to Plat Instrument #L201913950, and a part of the Northwest Quarter of the Southwest Quarter of Section 10, Township 19 North, Range 31 West, Benton County, Arkansas, and being described by metes and bounds as follows:

BEGINNING at a 5/8-inch rebar found at the southeast corner of said Lot 2;
THENCE along the south boundary of said Lot 2, North 87°24'57" West, 507.67 feet to a 3/4-inch pipe found at the southwest corner of said Lot 2;
THENCE along the west boundary of said Lots 1 & 2, North 02°33'16" East, passing through a 5/8-inch rebar at a distance of 268.91 feet, continuing for a total distance of 359.89 feet to a 5/8-inch rebar capped LS #1618;
THENCE South 87°28'27" East, 130.00 feet to a 5/8-inch rebar capped LS #1618;
THENCE South 02°33'16" West, 268.02 feet to a 5/8-inch rebar capped LS #1618;
THENCE South 87°24'57" East, 377.77 feet to a 5/8-inch rebar capped LS #1618 set on the east boundary of aforementioned Lot 2;
THENCE along said east boundary, South 02°36'50" West, 92.00 feet to the POINT OF BEGINNING
containing 81,554 square feet or 1.87 acres, more or less.

Survey Description Lot 4

A part of Lot 1 and 2, Stagecoach Subdivision to the City of Bentonville according to Plat Instrument #L201913950, and a part of the Northwest Quarter of the Southwest Quarter of Section 10, Township 19 North, Range 31 West, Benton County, Arkansas, and being described by metes and bounds as follows:

COMMENCING at a 5/8-inch rebar found at the northeast corner of said Lot 1;
THENCE along the east boundary of said Lot 1, South 02°33'29" West, 35.00 feet to a 5/8-inch rebar capped LS #1618 and the POINT OF BEGINNING;
THENCE along the west right-of-way of Rainbow Farms Road, the following five (5) calls:
1. *South 02°33'29" West, 60.85 feet to a 5/8-inch rebar;*
2. *South 87°33'55" East, 5.76 feet to a 5/8-inch rebar;*
3. *South 04°35'39" West, 100.78 feet to a 5/8-inch rebar;*
4. *North 87°25'33" West, 2.48 feet to a 5/8-inch rebar;*
5. *South 02°36'50" West, passing through a 5/8-inch rebar at a distance of 98.39 feet, continuing for a total distance of 106.86 feet to a 5/8-inch rebar capped LS #1618;*

THENCE leaving said west right-of-way, North 87°24'57" West, 377.77 feet to a 5/8-inch rebar capped LS #1618;
THENCE North 02°33'16" East, 268.02 feet to a 5/8-inch rebar capped LS #1618;
THENCE South 87°28'27" East, 378.19 feet to the POINT OF BEGINNING containing 101,797 square feet or 2.34 acres, more or less.

Survey Description Right-of-way

A part of Lot 1, Stagecoach Subdivision to the City of Bentonville according to Plat Instrument #L201913950, and a part of the Northwest Quarter of the Southwest Quarter of Section 10, Township 19 North, Range 31 West, Benton County, Arkansas, and being described by metes and bounds as follows:

BEGINNING at a 5/8-inch rebar found at the northeast corner of said Lot 1;
THENCE along the east boundary of said Lot 1, South 02°33'29" West, 35.00 feet to a 5/8-inch rebar capped LS #1618;
THENCE leaving said east boundary, North 87°28'27" West, passing through a 5/8-inch rebar capped LS #1618 at a distance of 378.19 feet, continuing for a total distance of 508.19 feet to a 5/8-inch rebar capped LS #1618 set on the west boundary of said Lot 1;
THENCE along said west boundary, North 02°33'16" East, 35.00 feet to a point on the north boundary of said Lot 1 from which bears a 5/8-inch rebar South 02°33'16" West, 2.30 feet;
THENCE along said north boundary, South 87°28'27" East, 508.19 feet to the POINT OF BEGINNING containing 17,787 square feet or 0.41 acres, more or less.

Property Line Table		
Line #	Direction	Length
L1	S87°33'55"E	5.76'
L2	N87°25'33"W	2.48'

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

City of Bentonville Project # PLA22-0015

State Survey Code: 500-19N-R31W-0-10-340-04-1618

CEI Solutions for Land and Life

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

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

Property Line Adjustment
Vetti Group Realty, LLC
3710 & 3810 N. Rainbow Farm Road
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	JDS
FIELD WORK	KDM
CEI PROJECT NUMBER	32584
DATE	6/2/2022
REVISION	REV-1

Property Line Adjustment

SHEET TITLE

SHEET NUMBER

2 OF 2

DRAWING LOCATION - S:\32000\32584\DRAWINGS SURVEY\SURVEY\WORKING\32584LS.DWG -- SAVED BY - JCHRISTIANSEN

© 2022 CEI ENGINEERING ASSOCIATES, INC.

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 1, 3, 5, AND 7, BLOCK 7 OF GILMORE'S ADDITION; CREATING NEW LOTS 17 AND 18, BLOCK 7 OF GILMORE'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA22-0016)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 1, 3, 5, AND 7, BLOCK 7 OF GILMORE'S ADDITION creating new LOTS 17 AND 18, BLOCK 7 OF GILMORE'S ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on July 5, 2022;

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

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

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

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

Section 1: That the property line adjustment of LOTS 1, 3, 5, AND 7, BLOCK 7 OF GILMORE'S ADDITION creating new LOTS 17 AND 18, BLOCK 7 OF GILMORE'S ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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.

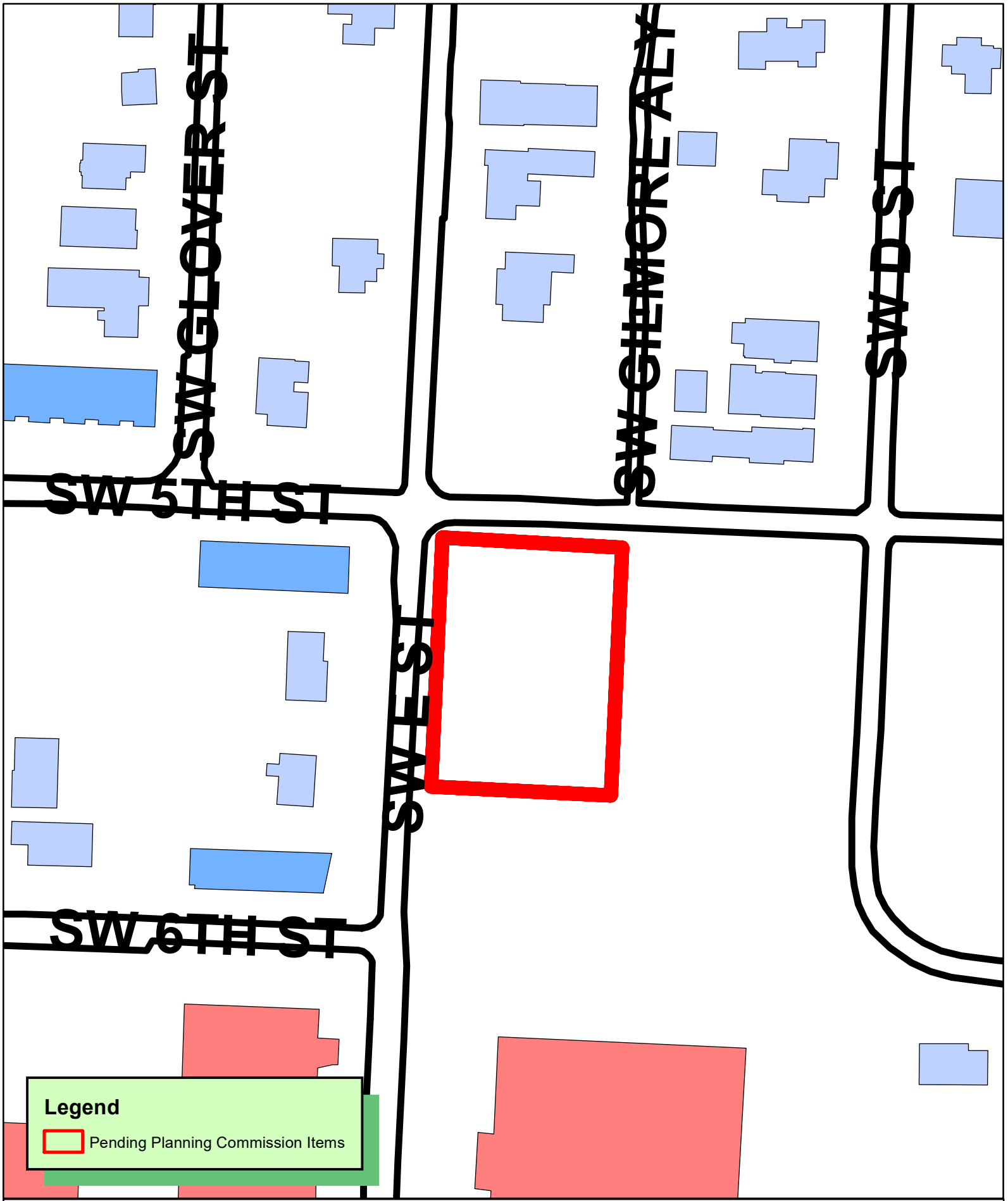
PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk



N
W E
S

1 inch = 100 feet

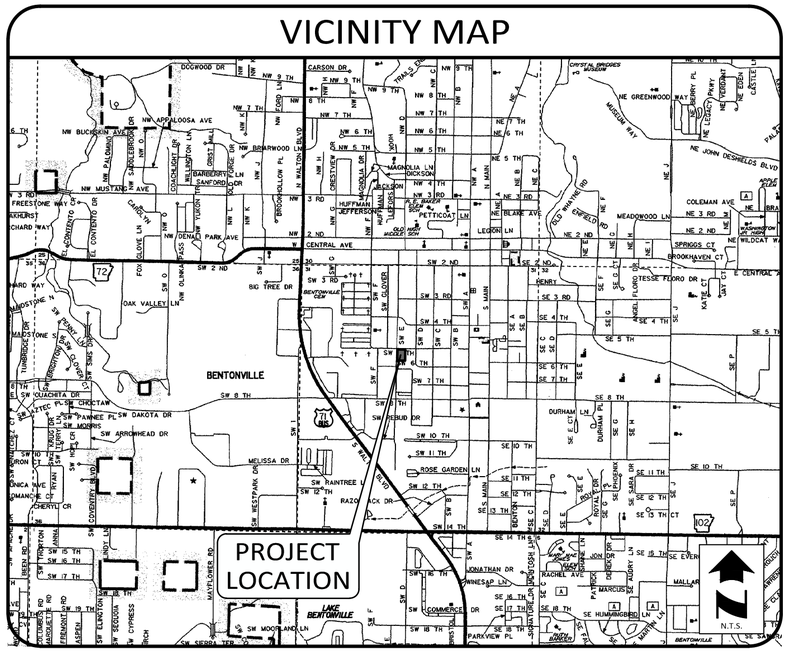
PLA22-0016 7/5/22
PROPERTY LINE ADJUSTMENT
GILMORE'S ADDITION
LOTS 1-3-5-7 BLOCK 7 CREATING LOTS 17-18

THE CITY OF BENTONVILLE

Exhibit A

Lot Split

Lots 1, 3, 5, & 7, Block 7
Creating Lots 17 & 18, Block 7
Gilmore's Addition



LEGAL DESCRIPTION - WARRANTY DEED DOCUMENT L202157475:

Lots Numbered One (1), Three (3), Five (5) and Seven (7) in Block Numbered Seven (7), Gilmore's Addition to the City of Bentonville, Benton County, Arkansas, and being further described as: Beginning at the NW corner of Lot 1, Block 7, Gilmore's Addition, as shown in Plat Book "G", Page 310 of the Benton County Records, and said point being on the South Right of Way line of SW 5th Street, thence along said South Right of Way line S87° 53'50"E 150.00 feet, thence S02° 06'10"W 206.00 feet, thence N87° 53'50"W 150.00 feet to the East Right of Way line of SW "E" Street, thence along said East Right of Way line N02° 06'10"E 206.00 feet to the Point of Beginning, containing 30,900.00 square feet or 0. 709 acres, more or less.

Subject to all easements, covenants, restrictions, reservations and rights of way of record. Subject to all prior mineral reservations and oil and gas leases.

GENERAL PLAT NOTES:

- Basis of Bearings - Grid North, Arkansas State Plane Coordinate System, North Zone (0301). Coordinates based on ARDOT Real Time Network solution from a fixed point having the following values: North 36°22'03.56766" Latitude, West 94°13'00.65931" Longitude, and Ellipsoid Height of 1211.83 USFT.
- Scale Factor - 1.0000286544 (grid to ground)
- Vertical Datum - NAVD 88 (Geoid 18) based on differential leveling and terrestrial observations from ARDOT RTN Position having an orthometric height of 1304.21 USFT
- Flood Information - Based on Graphical Review only of FIRM 05007C0255K and having a revision date of June 5, 2012, the subject property lies wholly within Zone X - Areas determined to be outside the 0.2% annual chance floodplain.
- Last Date of Field Survey - January 25, 2022.

CITY DEVELOPMENT NOTES:

- Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit for 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.
- Sidewalk construction shall be the responsibility of the builder or owner/developer at the time of building permit issuance and in accordance with the City of Bentonville design standards. Handicap accessible ramps and sidewalks along non-buildable lot frontages shall be constructed by the developer. Builders building within lots or owner/developer shall be responsible for the replacement of any existing sidewalks or ADA ramps damaged during construction.
- All structures must maintain minimum of 20' clearances from all electric lines.
- 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.
- Current Zoning is DN-2. 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
- There may not be fences or any other structures built in any drainage easements.

SURVEYOR
Halff Associates, Inc.
2407 SE Cottonwood Street
Bentonville, AR 72712
Contact: Clayton D. Crotts
Phone: 479-273-2209

OWNER
Randall Hinton Development LLC
20 Dorman Avenue
San Francisco, CA 94124

CERTIFICATE OF APPROVAL:

Pursuant To The Bentonville Subdivision Regulations And All Other Conditions And Approval having Been Completed, This Document Is Hereby Accepted. This Certificate Is Hereby Executed Under The Authority Of The Said Rules And Regulations.

Date Of Execution: _____

Signed _____
Bentonville Planning Commission Chairperson

Signed _____
City Clerk, City of Bentonville

Signed _____
Mayor, City of Bentonville

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 Dedicate To The Use Of The Public The Streets, Alleys, Drives, Easements, Etc. As Shown On Said Plat.

Date of Execution: _____

Signed: _____

Name & Adress: _____

Print Name: _____

Source Of Title: D.R. _____

State Of Arkansas

County Of _____

Sworn And Subscribed Before Me This Day _____ of _____, 2022.

Notary Public: _____

My Commission Expires: _____

CERTIFICATE OF SURVEYING ACCURACY:

I, Clayton D. Crotts, 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: June 14, 2022

FOR REVIEW

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

Signed: _____
Registered Land Surveyor
No. 1834
State of Arkansas

Filing Block

HALFF

HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST. STE 1
BENTONVILLE, AR 72712
479.273.2209 - HALFF.COM

Lots 1, 3, 5, and 7
Gilmore's Addition
Plat Book A, Page 37

Bentonville, Arkansas

Prepared For:
Randall Hinton Development LLC

LOT SPLIT

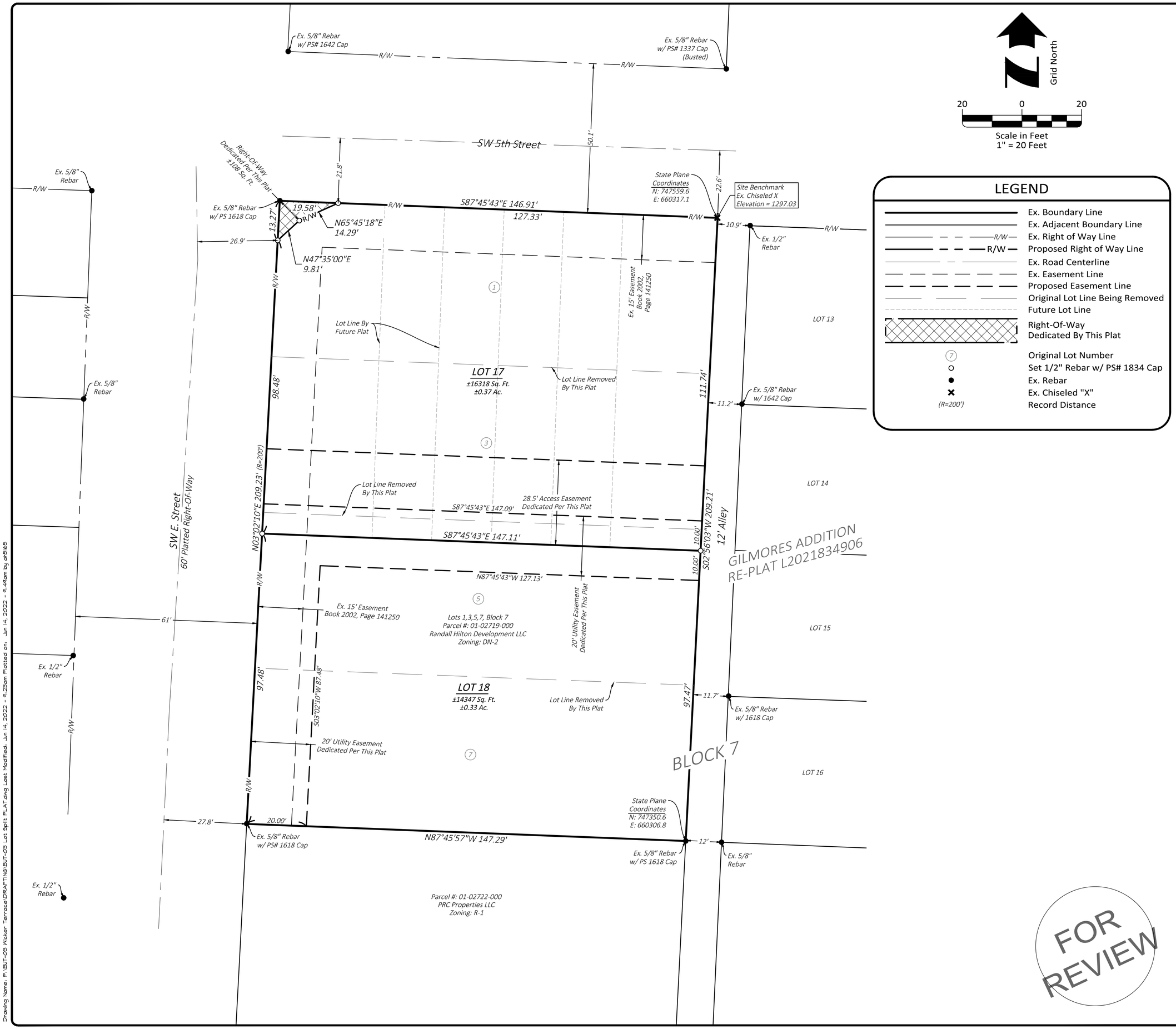
City of Bentonville Project Number PLA22-0016

Revisions

Drawn By:	JDS	Vert. Scale:	N/A
Approved By:	CDC	Horiz. Scale:	N/A
Date:	06.14.2022	Plot Scale:	1
Project No.:	BUT-03	DWG Name:	PLAT

SHEET 1 of 2

Drawing Name: P:\BUT-03 Kicker Terrace\DRAFTING\BUT-03 Lot Split PLAT.dwg Last Modified: Jun 14, 2022 - 9:23am Plotted on: Jun 14, 2022 - 9:44am by am565



FOR REVIEW

HALFF

HALFF ASSOCIATES, INC.
2407 SE COTTONWOOD ST. STE 1
BENTONVILLE, AR 72712
479.273.2209 - HALFF.COM

Lots 1, 3, 5, and 7 Gilmore's Addition Plat Book A, Page 37

Bentonville, Arkansas

Prepared For:
Randall Hinton Development LLC

LOT SPLIT

City of Bentonville Project Number PLA22-0016

Revisions

Drawn By:	JDS	Vert. Scale:	N/A
Approved By:	CDC	Horiz. Scale:	1"= 20'
Date:	06.14.2022	Plot Scale:	1
Project No.:	BUT-03	DWG Name:	PLAT

SHEET **2** of 2

Drawing Name: P:\BUT-03 Kicker Terrace\DRAFTING\BUT-03 Lot Split PLAT.dwg Last Modified: Jun 14, 2022 - 1:23pm Plotted on: Jun 14, 2022 - 1:44pm by am165

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:RZ22-0032)

WHEREAS, Dave Burris Architecture on behalf of David Mark and Alyson P Brittain 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:

> THE NORTH OF LOT 17 IN CLARK'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, FURTHER DESCRIBED AS FOLLOWS, BEGINNING AT THE SE CORNER OFTHE N OF LOT 17, THENCE NORTH 87'34'36" WEST 156.96 FEET; THENCE NORTH 02·09•53" EAST 82.88 FEET; THENCE SOUTH 87'41'11" EAST 157.08 FEET; THENCE SOUTH 02·14'55" WEST 83.18 FEET TO THE POINT OF BEGINNING, CONTAINING 0.299 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 July 5, 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

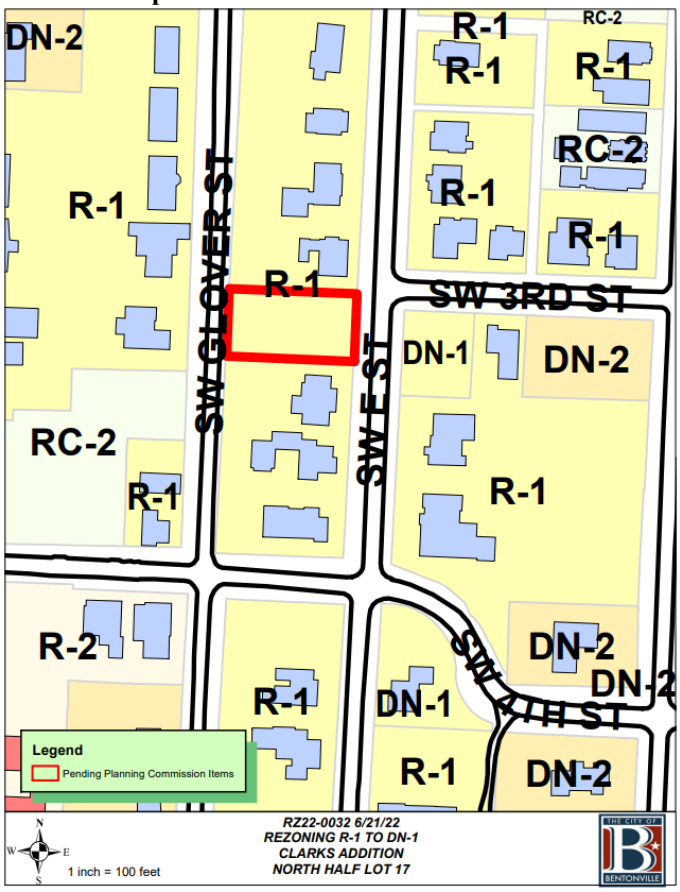
Brittain Trust

302 SW E Street
PC Date: 7/5/2022
Reviewer: Jon Stanley Senior Planner, ASLA, APA,

Project Number	RZ22-0032
Applicant / Current Owner	David M & Alyson P. Brittain
Site Area	+/- 0.30 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 302 SW E Street. Adjacent zoning districts are R-1, Low-Density Single Family Residential to the North and South, DN-2, Medium Density Residential and R-1, Low-Density Single Family Residential to the East, and R-1, Low-Density Single Family Residential and RC-2, Central Residential Mod Density to the West.

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).

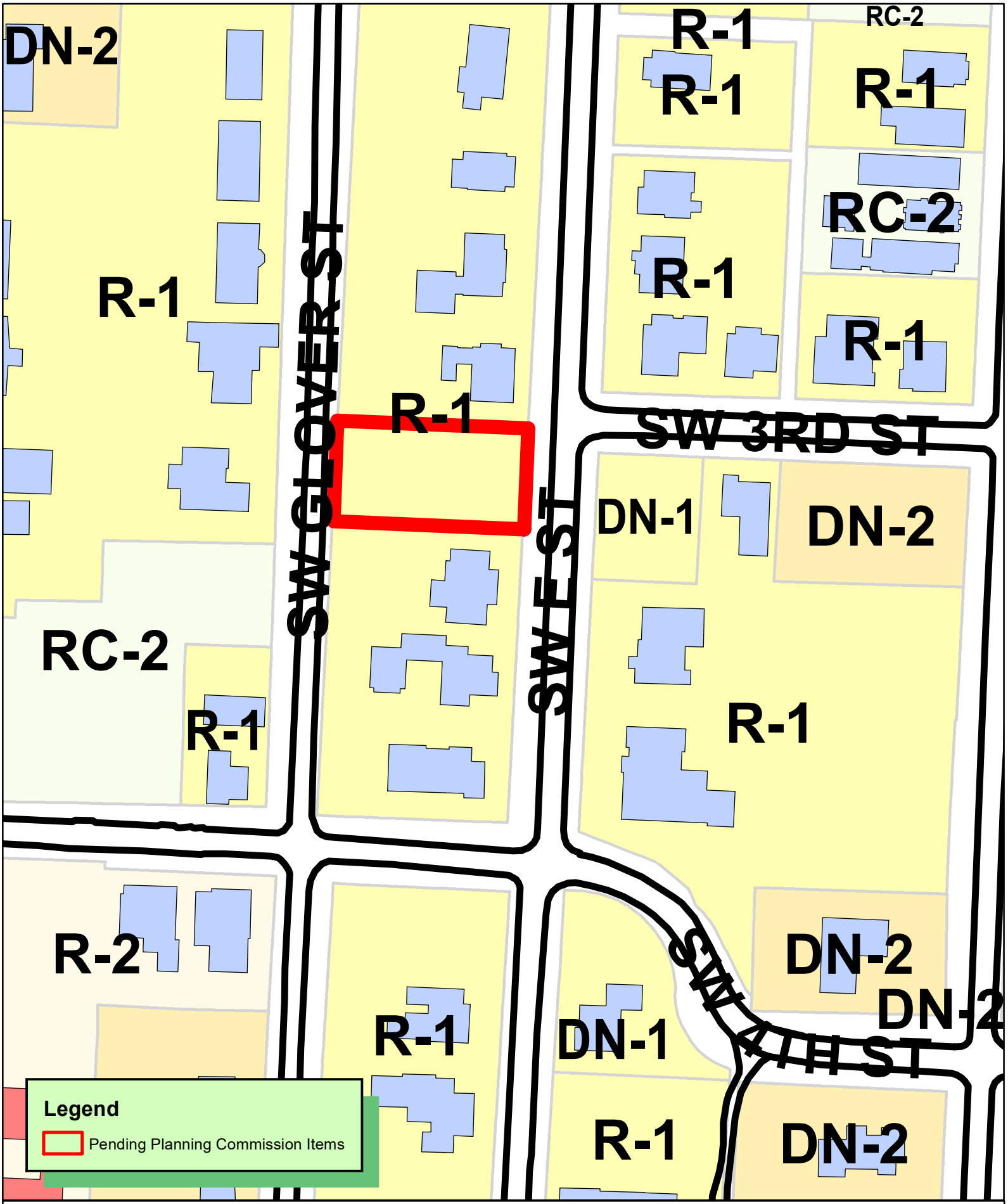
Public Comment
At the time of writing this staff report, staff has not received public comment on this item.

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.


DN-2
R-1
R-1
RC-2
R-1
R-1
RC-2
R-1
R-1
R-1
SW GLOVER ST
SW 3RD ST
SW E ST
DN-1
DN-2
RC-2
R-1
R-1
R-2
R-1
DN-1
SW 4TH ST
DN-2
DN-2
R-1
DN-2
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
RZ22-0032 6/21/22
REZONING R-1 TO DN-1
CLARKS ADDITION
NORTH HALF LOT 17
THE CITY OF
BENTONVILLE

Burris
Architecture
820 Tiger Blvd suite 4 Bentonville, AR 72712
479.319.6045

Date: 5-13-22

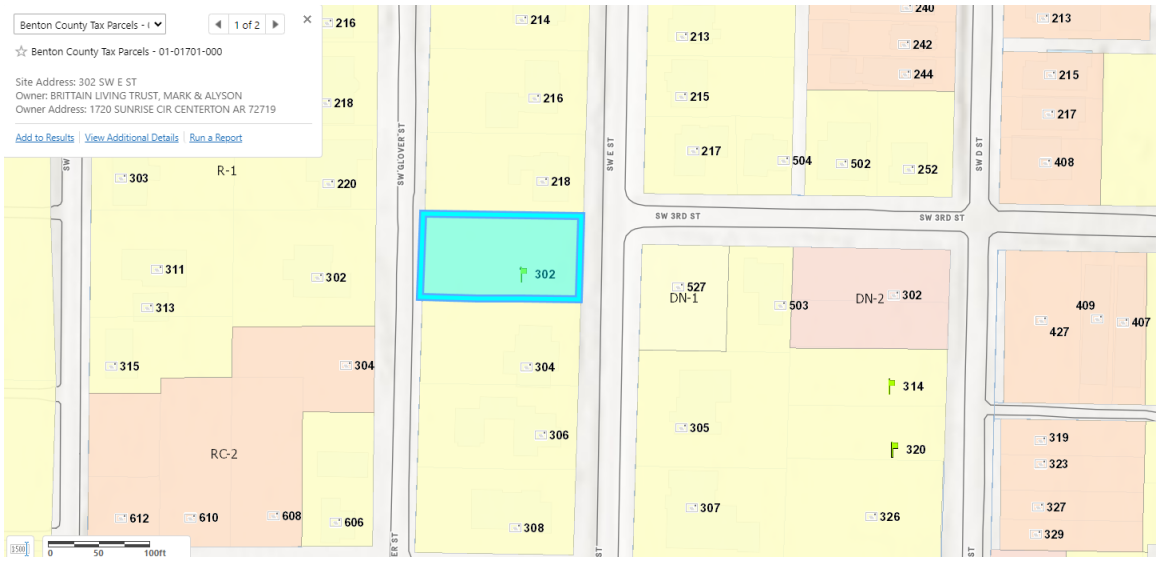
To: City of Bentonville

Re: Rezone - 302 SW E St R-1 to DN-1
RZ22-0032

We are requesting a rezone of 302 SW E St from R-1 to DN-1. We currently have a single family home designed on this site and feel the allowed 15' front setback will allow for a front porch and better curb appeal.

DN-1 and R-1 surround the area and is consistent with the over all land use plan.

Thank you for your consideration.



Dave P. Burris, AIA, NCARB
479-586-9400
dave@burrisarch.com

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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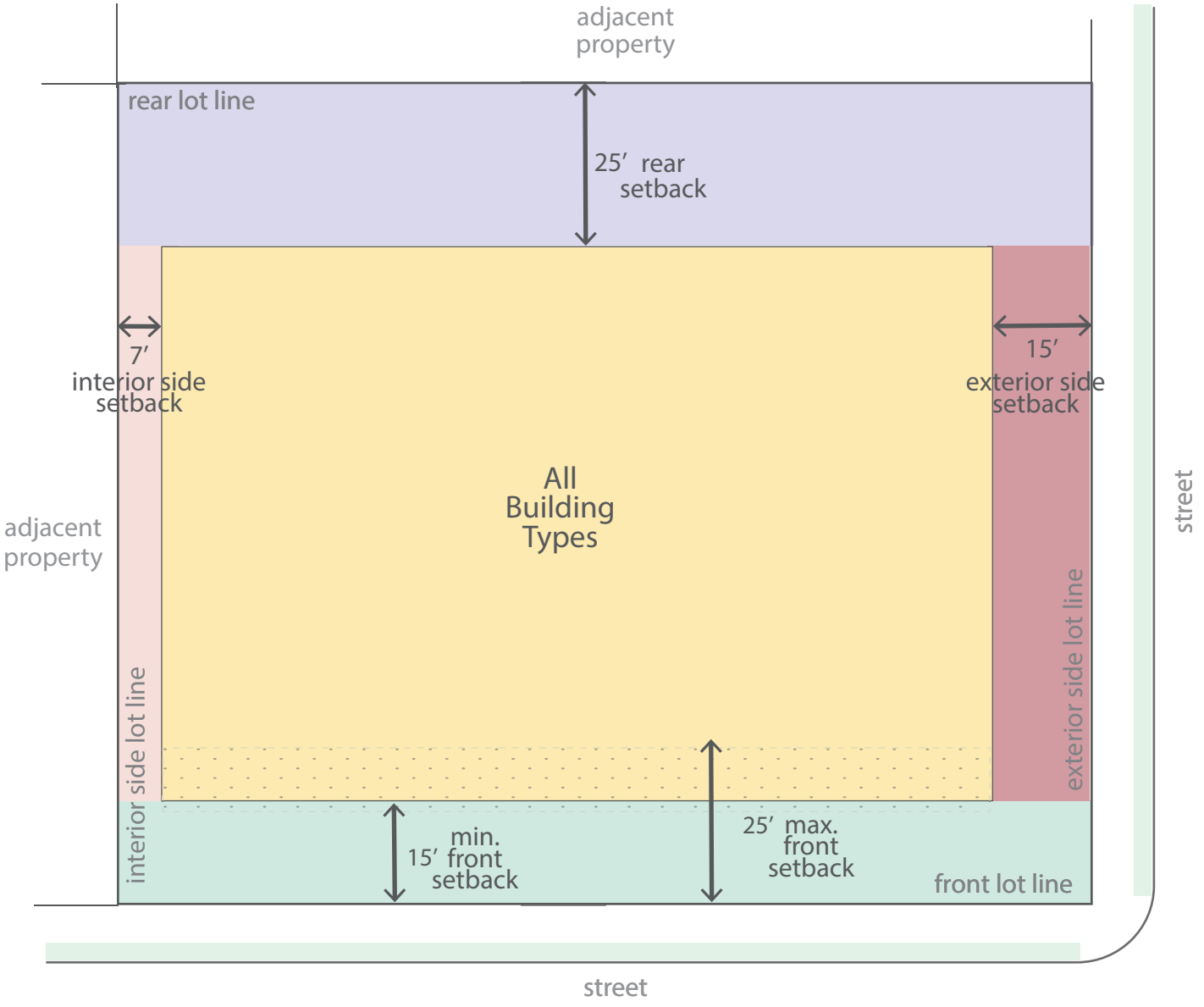
DN-1, Downtown Low Density Residential

Setback Illustration



Agenda Item Form

Date of City Council Meeting	**7/12/2022**
Department	**Water Utilities**
Submitted by	**Mike Bender, Preston Newbill**
Phone	**(479) 271-6873, (479) 271-3140**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution requested by Staff for approval by City Council authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver, LLC in the amount of $230,000.00 to update the Water Master Plan and associated budget adjustment in the amount of $30,000.00. The 2022 budget included $200,000.00 for this study. Funding for the increased cost will be from the Water Utilities Reserves. This firm was selected following the City's standard RFQ solicitation and selection process for the procurement of professional services in accordance with State Lawand the City's Purchasing Policy. The Utility Board approved the resolution and budget adjustment on July 5, 2022, by a vote of 4-0.

Estimated Cost	**$230,000.00**
Is this Item Budgeted?	☑ Yes ☐ No **$200,000.00 budgeted. Total cost is $230,000.00**

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

Funds to cover cost over budget will come from Water Utilities Reserves

Budget Adjustment Request

Date of City Council Meeting	**7/12/2022**
Department	**Water Utilities**
Submitted by	**Mike Bender, Preston Newbill**
Phone	**(479) 271-6873, 271-3140**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Budget Adjustment - Staff is requesting approval of a budget adjustment in the amount of $30,000.00 to cover costs above budget amount associated with the Water Master Plan Update. The 2022 budget includes $200,000.00 for the study. Funding will be from the Water Utilities Reserves. Utility Board approved 4-0 on July 5, 2022.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503020	43410	Professional Services / Other		$ 30,000.00
		Totals	$ -	$ 30,000.00
		Net Impact on Fund Balance	$	(30,000.00)

***Final Account Number will be determined by Accounting Department after approval and purchase**

Memo

To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: July 5, 2022

Re: Garver Agreement, Water Master Plan Update

Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Garver, LLC in the amount of $230,000.00 to update the City's Water Master Plan and associated budget adjustment in the amount of $30,000.00. The 2022 budget includes $200,000.00 for this study. Funding for the over budgeted cost will come from Water Utilities Reserves.

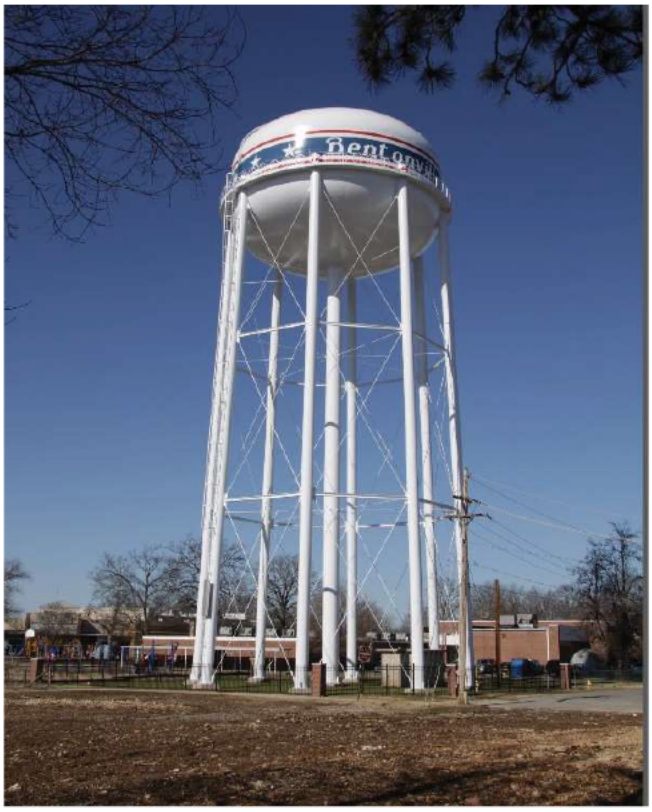
This Water Master Plan Update will include growth projects, existing system assessment, major infrastructure risk assessment, distribution system water quality analysis, proposed capital improvements, and hydraulic model.

After development of the model, staff will work with Garver to prepare a thorough training program which will require additional costs. This agreement will be handled as an amendment to the contract or separate agreement.

The Utility Board approved the resolution on July 5, 2022, by a vote of 4-0.

Thank you for your consideration of this request.

Mike Bender



Statement of Qualifications (RFQ-21-79)

WATER UTILITY MASTER PLAN UPDATE

Bentonville, AR

December 23, 2021

olsson®

December 23, 2021

City of Bentonville, AR
Purchasing Dept.
Administrative Services Building (2nd Floor)
1000 SW 14th Street
Bentonville, AR 72712

RE: Water Utility Master Plan Update RFQ-21-79

Dear Selection Committee Members:

The City of Bentonville is currently experiencing unprecedented growth and is looking for a trusted consultant who will work closely with you to integrate planning efforts and develop an updated water master plan that will define the future of your water system. Olsson has assembled an outstanding team to provide the city with comprehensive professional services for all aspects of this plan, and to address the complexities of the project, especially a planning study, to define the key capital improvement projects to meet future needs of the city.

RESPONSIVENESS - WE WILL CONTINUE TO PROVIDE THE LEVEL OF RESPONSIVENESS THAT YOU HAVE COME TO KNOW US BY.

Olsson's experience in the in the area of water utility master planning is second-to-none. This certainly applies to our work with the City of Bentonville, for which the water utility master plan update, completed in 2010, received the Grand Conceptor Award for Engineering Excellence from the American Council of Engineering Companies, Arkansas. As recently as this year, we have also coordinated with the city while assisting Beaver Water District with the study and preliminary design of the Western Corridor transmission system, to which Bentonville will connect in the future.

UNDERSTANDING - WE WILL INCLUDE MINIMAL STARTUP TIME DUE TO OUR KNOWLEDGE OF YOUR WATER DISTRIBUTION SYSTEM AND LOCAL GROWTH.

Our commitment to the City of Bentonville is strong. We will continue to provide you with the most experienced team members, who have working knowledge of not only your water system, but also that of your customer cities and of Beaver Water District. We will put this knowledge and experience to work for you and are prepared to move forward with an update of your water utility master plan immediately. We understand your hydraulic model and the goals and challenges of Bentonville's dynamic growth.

Olsson is growing with more than 1,600 employees in nine states and nearly 30 offices. Our Fayetteville office is expanding both in numbers, more than 60 employees at present, as well as our service capabilities locally. Our water/wastewater team has the added resources of our teams in Springfield, Joplin, Kansas City, Tulsa and Oklahoma City. This added horsepower provides us with the ability of added responsiveness should the need arise on this or any project.

QUALITY - OUR TEAM IS COMMITTED TO DELIVERING A HIGH QUALITY PROJECT THAT YOU CAN RELY ON FOR YEARS TO COME.

Many firms will complete a project, dust their hands, and walk away. That's not our style. We understand that having a great product doesn't mean it will be executed without any adjustments along the way. Our passion to deliver high quality water drives us to help you build the road map to meet Bentonville's growing needs. The Olsson team will be with you long after this project is completed, helping you with the implementation of your vision. Our team is looking forward to continuing to work collaboratively with the City of Bentonville on the Water Utility Master Plan Update. If you have any questions, please contact Chris Hall at 479.443.3404 or chall@olsson.com.

Sincerely,

[redacted]

Chris Hall, PE | Project Manager

302 E. Millsap Rd. / Fayetteville, Arkansas 72703 / 479.443.3404 / **olsson.com**

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Team Organization & Availability 21

Resumes of Key Personnel 22

FIRM PROFILE & REQUIRED INFORMATION

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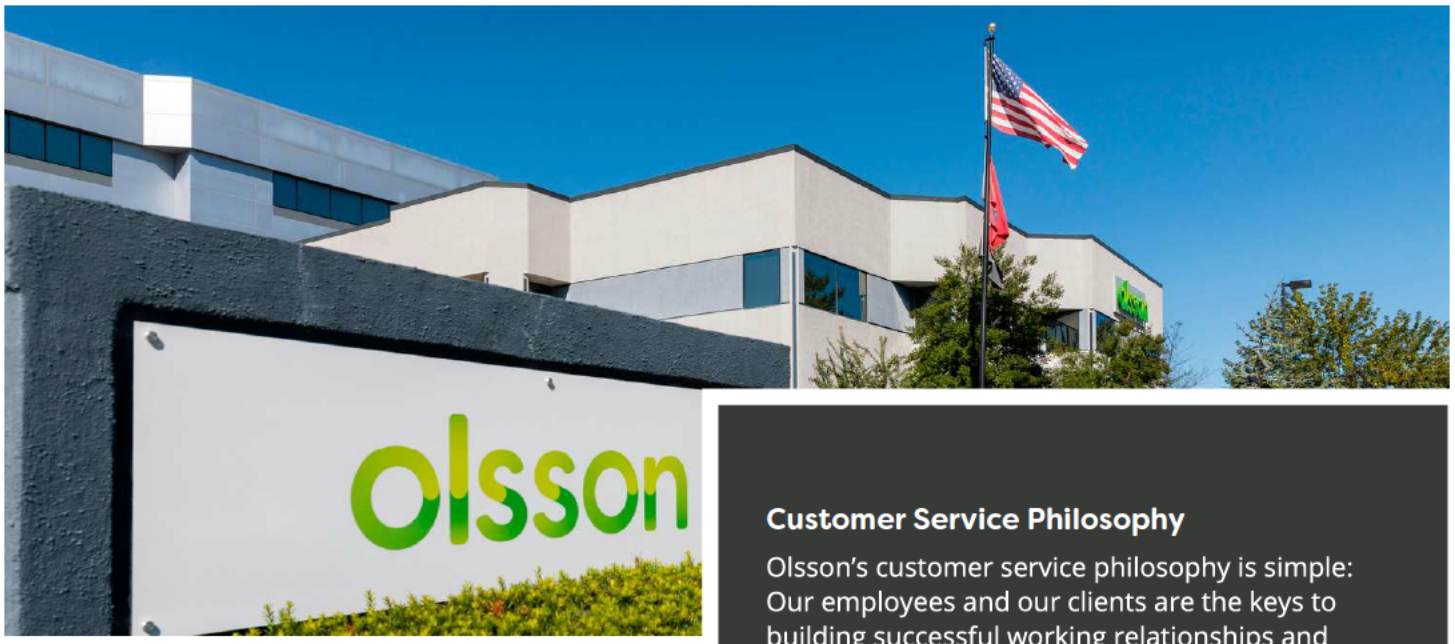


We're Olsson, a nationally recognized, employee-owned engineering and design firm with a rich history of success.

YEARS ESTABLISHED AND FORMER NAMES

Established in 1956, Olsson became an employee-owned corporation on October 1, 1970. Previous firm names include John E. Olsson (March 9, 1956); Olsson & Burroughs (1958); Clark, Enersen, Olsson, Burroughs, & Thomsen (1962); John E. Olsson & Associates (October 2, 1970); and Olsson Associates, Inc. (November 1, 1973).

We achieved Top 100 engineering firm status (No. 76 on *Engineering News-Record's* Top 500 Design Firms national list), proving that teamwork, and a philanthropic mindset is indeed a winning combination.

TYPE OF SERVICES QUALIFIED TO PERFORM AND ASSISTANCE EXPECTED

Team based and purpose driven, we have more than 1,600 team members in 30 offices across nine states and offer a comprehensive list of services.

PRIMARY CONTACT

Key personnel were selected for their expertise, current availability, and convenient proximity to provide services for the City of Bentonville's Water Utility Master Plan Update. Coordinating these services and access to additional resources of the firm will be a focus of our project manager, Chris Hall. His previous experience with projects for the City of Bentonville will ensure responsiveness.

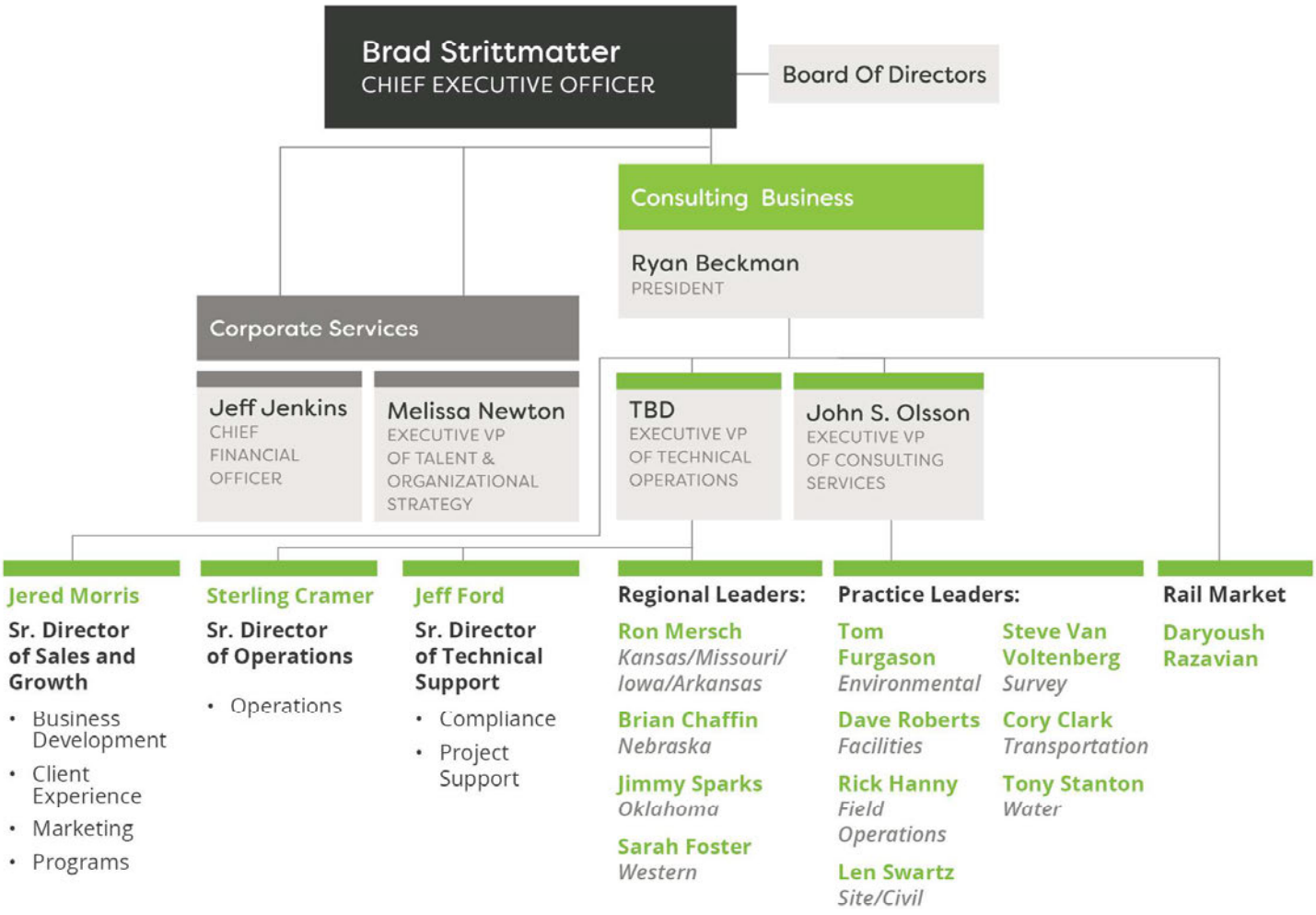
Customer Service Philosophy

Olsson's customer service philosophy is simple: Our employees and our clients are the keys to building successful working relationships and completing important projects that make our world a better place. We seek to hire great people and put them in the roles that suit their strengths. In turn, our employees put our clients' needs first. We make decisions that are in the best interests of our clients and their projects in a professional and ethical manner. Our clients choose to work with us because they want to partner with people who understand their needs and tailor solutions that work specifically for them. Our staffing plan and project approach will exemplify this philosophy, and we know it works: **For decades, more than 90 percent of our work has come from repeat clients.**

CORPORATE OFFICE:
LINCOLN, NEBRASKA
1111 Lincoln Mall, Suite 111
402.474.6311
olsson.com

KEY TEAM CONTACT / LOCAL OFFICE
Chris Hall, PE
302 E. Millsap,
Fayetteville, Arkansas 72703
479.443.3404
chall@olsson.com

ORGANIZATION OF OLSSON'S PRINCIPAL LEADERSHIP



STATEMENTS OF PROFESSIONAL & GENERAL LIABILITY INSURANCE / LEGAL ACTIONS

Olsson carries professional and general liability insurance coverage with limits that management believes adequately protects the company from losses or liability that could threaten our financial viability. Coverage is maintained with insurance companies that maintain high ratings for claims paying ability. Our coverage and carriers are reviewed annually with our independent insurance consultant. While disputes and litigation are inherent in our industry, we consider the current and past claims in the ordinary course of business and not threatening to our ability to fulfill our commitments.

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

REQUEST FOR QUALIFICATIONS

REQUEST FOR QUALIFICATIONS INFORMATION			
RFQ Number:	**RFQ-21-79**	Date of Issuance:	**November 28, 2021**
Brief Description:	Request For Qualifications for Water Utility Master Plan Update		
Agency:	The City of Bentonville, Arkansas: Water Utilities Department		
For Questions:	Gladys Shoemake, Purchasing Manager – City of Bentonville, Arkansas Telephone: (479) 271-3115 Email: purchasing@bentonvillear.com		
Deadline for Questions to be Submitted:	Monday, December 20 at 12:00PM		

SUBMISSION DEADLINE FOR RESPONSE	
Submission Deadline:	**December 27, 2021 – 2:00 P.M**
Responses must be received by the Purchasing Department prior to 2:00 P.M., December 27, 2021. 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 proposal opening date and time (submission deadline). Responses received after the designated submission deadline date and time will be considered late and will be rejected.	

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Administrative Services Building Attn: Purchasing Department 1000 SW 14th Street Bentonville, AR 72712 *Submitters assume all risk for timely, properly submitted deliveries.
Submission Outer Packaging:	Outer packaging must be properly marked with the following information: • Proposal Number: **RFQ-21-79** • Vendor's name and return address
Number of Copies for Submission:	**(2) Two signed originals and (1) digital copy (Email, Flash Drive, or CD)** of a Letter of Interest and Statement of Qualifications are to be delivered by the specified date and time of the RFQ submission deadline. Failure to deliver the specified number of originals and digital copies will be considered an incomplete submission and may be rejected.

Required Contact Information:

Name of Firm or Individual: Olsson

Contact Person: Chris Hall, PE **Title:** Team Leader - Water/Wastewater

Email: chall@olsson.com **Phone:** 479.443.3404

Business Address: 302 E. Millsap Rd.

City: Fayetteville **State:** AR **Zip Code:** 72703

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-21-79	**Solicitation Title:**	Water Master Plan Update
Addendum Number:	1	**Date of Issuance:**	December 16, 2021

TO: Prospective Submitters

This Addendum modifies the original Deadline for Submissions stated in the original Response Packet dated November 28, 2021.

Per the request (1.3), the Olsson team acknowledges the receipt and understanding of this addendum.

Submitters are required to acknowledge this Addendum by including it in their Submission. Failure to acknowledge this Addendum may result in rejection of the Submission. *This Addendum Number 1 consists of 1 page(s).*

Advertisement/Deadline for Submissions:

1.0 Deadline for Submissions:

1.1 The deadline for RFQ-21-79 was inadvertently set on a date that City offices are closed. Additionally, due to normal holiday shipping delays and the requirement for a hard copy submission, the deadline has been adjusted slightly to allow for additional transit time for packages around the holidays.

1.2 The original deadline for Submissions was December 27, 2021 at 2:00PM.

1.3 The deadline for Submissions has been amended to December 30, 2021 at 4:00PM.

1.4 This Addendum modifies only the deadline for Submissions.

End of Addendum Number 1

PROJECT UNDERSTANDING & APPROACH

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PROJECT APPROACH AND UNDERSTANDING

The Request for Qualifications (RFQ) for the Water Utility Master Plan Update encompasses a comprehensive update and analysis of the City of Bentonville's water model to forecast system improvements. The city's goal of this master plan is to identify procedures, benchmarks and projects that will be required to maintain existing demands and service levels, as well as meet future demands and service levels.

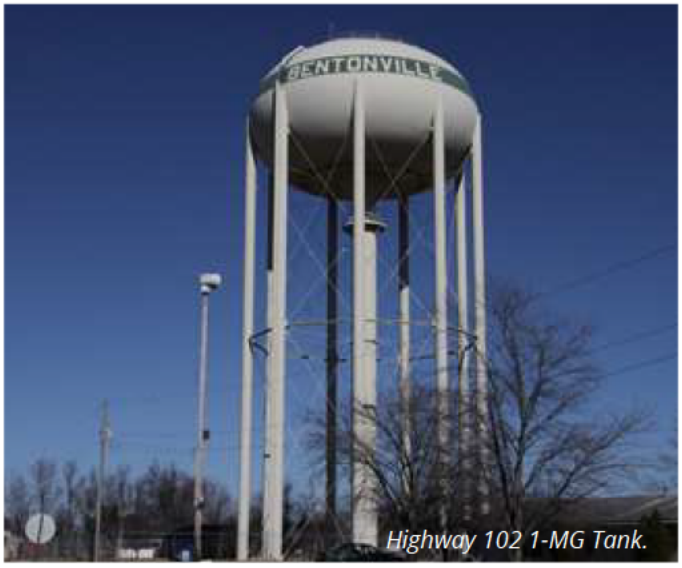
Each component of the described master plan is unique and requires a specialized set of expertise to ensure the most effective and innovative technical approach. The following sections describe Olsson's recommended 'playbook' for the major components of the master planning efforts.

WATER DISTRIBUTION SYSTEM UNDERSTANDING

RESPONSIVENESS - WE WILL CONTINUE TO PROVIDE THE LEVEL OF RESPONSIVENESS THAT YOU HAVE COME TO KNOW US BY.

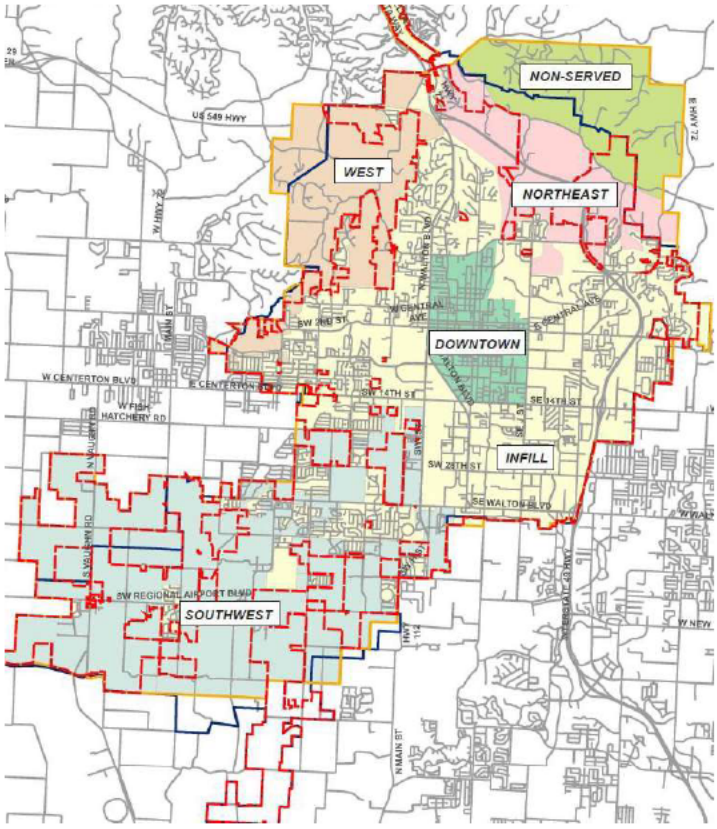
The City of Bentonville water system includes three (3) elevated storage tanks, two (2) ground storage tanks, two (2) booster pump stations, and over 300 miles of water mains throughout the distribution system. The city's delivery of clean water to all customers is a critical service, and significant and on-going planning efforts will compliment this proposed water master plan. Those efforts include the previous Bentonville Water Master Plan – 2018, the Bentonville Community Plan - 2018, the Downtown Master Plan - 2004, and SE Downtown Area Plan - 2014. As the city continues to grow, the water system will need to continue to serve the current and growing customer base and the Bentonville water model has been a valuable tool for analyzing the system and determining necessary infrastructure to meet current and anticipated growth.

The city continues to see unprecedented growth as evident in the most recent 2020 Census. Northwest Arkansas (NWA) has been experiencing a population explosion for many years, with Bentonville's annual average growth rate typically being the highest among the four (4) major cities that form NWA.



Highway 102 1-MG Tank.

"I" Street Ground Storage Tanks and Pump Station.



Water Service Area Growth Areas 2018 Master Plan Update.

UNDERSTANDING - WE WILL INCLUDE MINIMAL STARTUP TIME DUE TO OUR KNOWLEDGE OF YOUR WATER DISTRIBUTION SYSTEM AND LOCAL GROWTH.

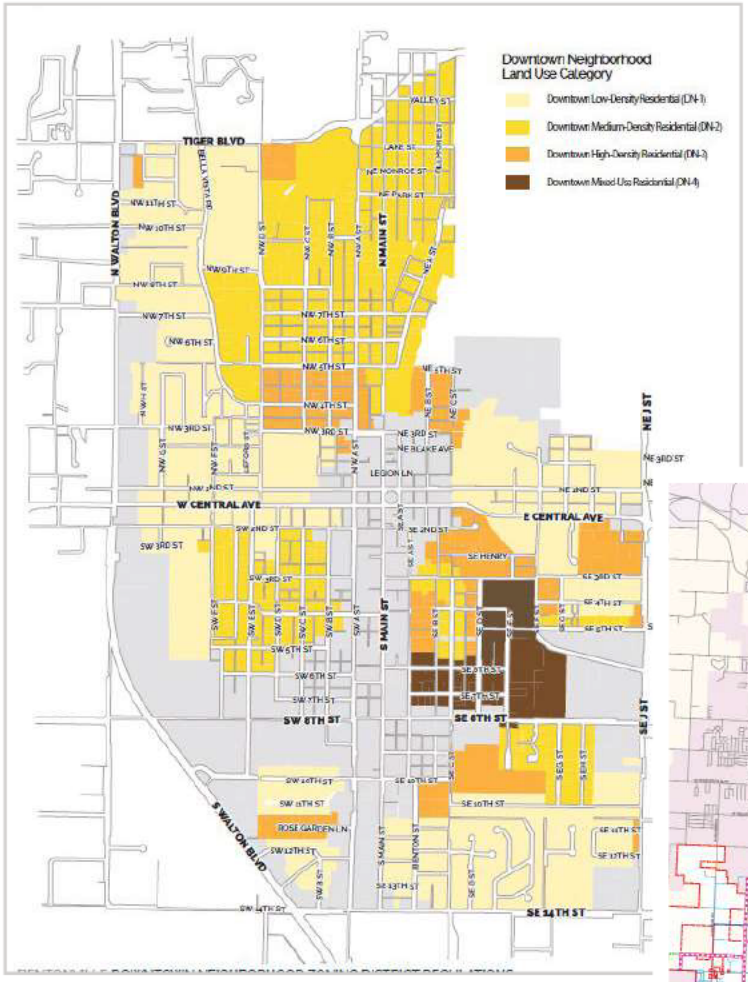
In recent years, the city's downtown area has experienced a significant infill redevelopment, with many of the downtown existing single-family areas being transformed to small lot single-family, townhouses and multi-family housing. Another area that is experiencing significant residential and commercial growth is located in the southwest region of the city where large tracts of open land exist. The city's commitment to maintaining the growth, development and high level of service is evident through the update to this previous water master plan.

Olsson's expertise and historical experience with the City of Bentonville's water system are key tools understanding the goals and challenges the city needs to address on a dynamic basis.

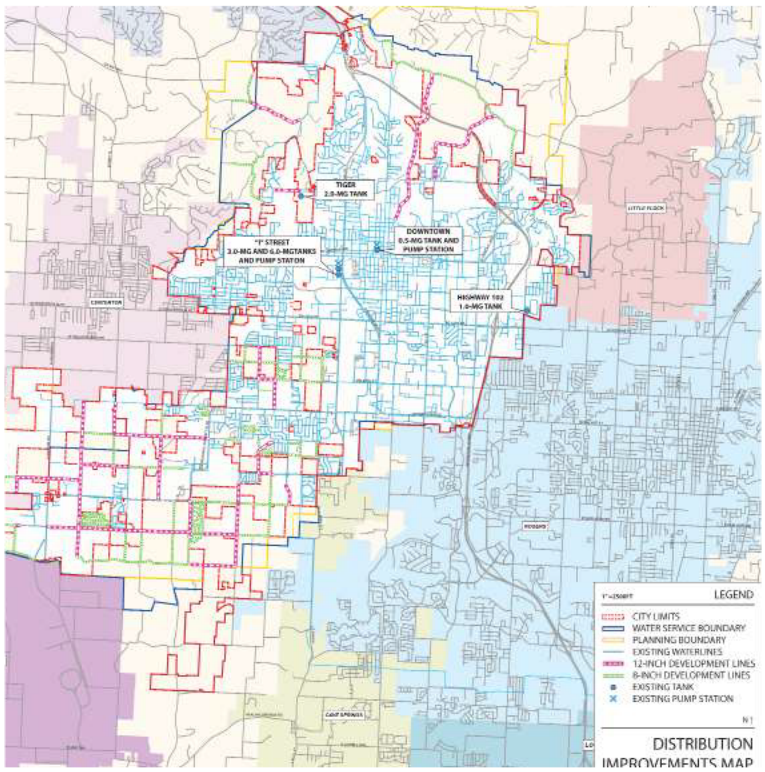
Trusted Partner with the City of Bentonville

Olsson (and our former company McGoodwin, Williams and Yates) has been a trusted partner with the City of Bentonville since the 1950s and has completed the last three (3) water master plan updates. We have extensive knowledge of the city's water system and hydraulic model and are eager to assist the city with developing a plan that will meet the city's current and future growth.

Downtown Neighborhood (DN) Districts - Land Use Plan.



Water System Improvements 2018 Master Plan Update.



WATER DISTRIBUTION SYSTEM MASTER PLAN APPROACH

Olsson has significant expertise with establishing a robust water system master plan. We will review and update the city's current water model and customer demands and then perform the necessary field work to calibrate the hydraulic model. Utilizing the calibrated water model, Olsson will be able to verify the pressures and fire flow capabilities of the water system, determine current capacity issues in the system, develop guidelines for operations, and evaluate the impacts of growth and make recommendations for needed improvements.

Actual Capital Improvement Plan (CIP) improvements will be developed based on the growth of the city by potential infill and new development potentials. Improvements will include phasing plan so that design and construction only occur when needed, not decades in advance. Olsson typically works with our clients to develop common sense, practical CIP schedules that include transmission line improvements, booster station recommendations, tank siting and other high level observations concerning deficiencies found in the existing water distribution system. A detailed understanding of our water master planning process is highlighted in the following paragraphs.

WATER MODELING

REVIEW AND INCORPORATION OF MAJOR ELEMENTS FROM PREVIOUS STUDIES

Utilizing key elements from previous and current planning efforts will help provide the city with a water master plan that incorporates adjacent efforts while saving the city money by not duplicating efforts. For example, Olsson plans to utilize Bentonville's Community Plan, census data, and other planning documents to assist with determining population and demographic projections for the future conditions in the Water Utility Master Plan Update.

Master plans are a living document and need to be updated as the city grows and changes. Reviewing previous reports for elements that are still applicable and bringing them forward will provide continuity across planning efforts.

CALIBRATION OF EXISTING WATER MODEL AND WATER DEMAND MODELING

Effective water modeling comes from having a fully calibrated model, which provides confidence in analyzing existing conditions and future system scenarios. The water model will be used to analyze the current and future systems, evaluate and model future growth, and determine what infrastructure is needed, including the following:

- Distribution and transmission piping
- Booster stations
- Tanks

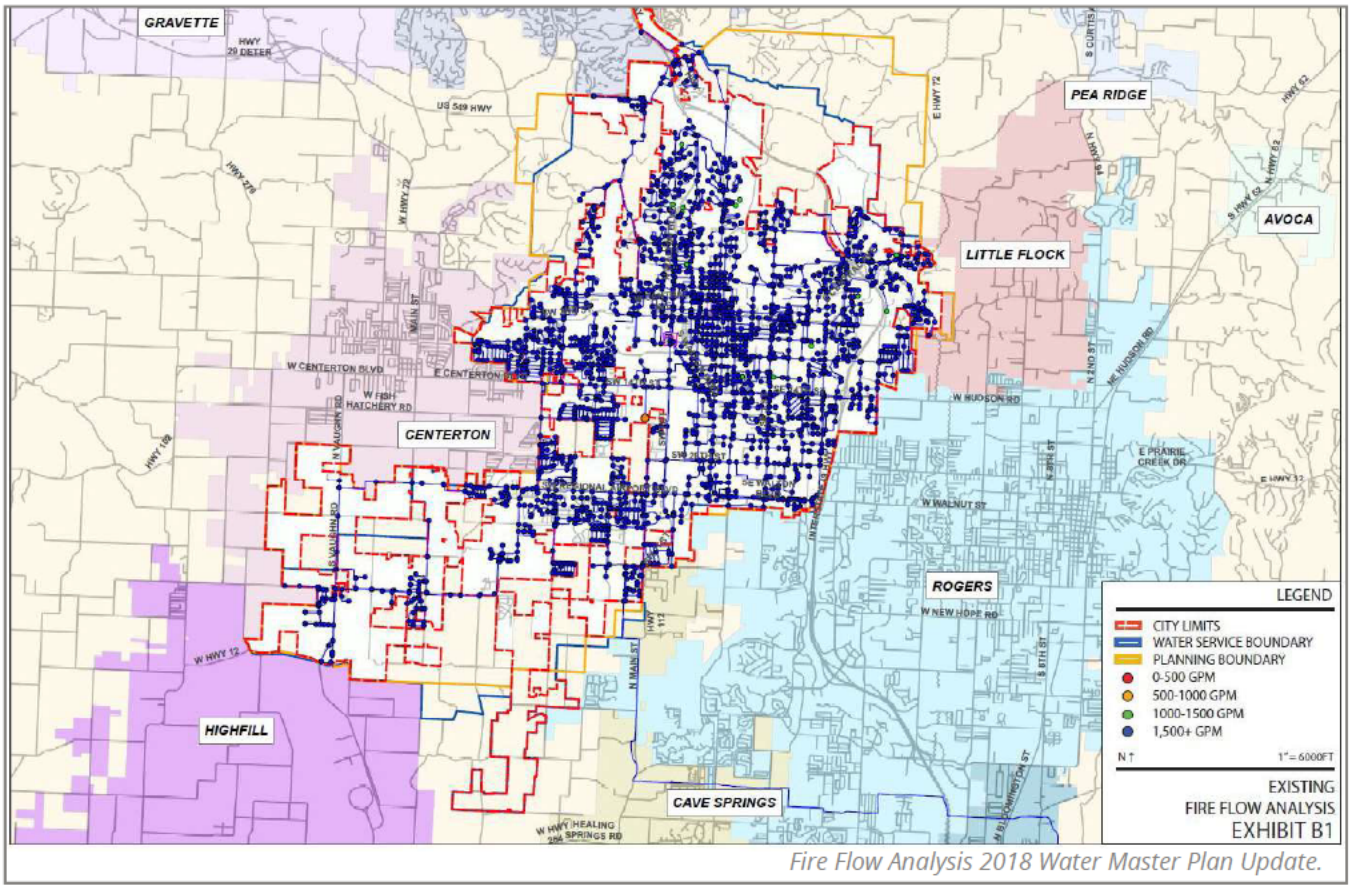
Calibration Results - Field vs. Model 2018 Master Plan Update.

Bentonville Steady State Pressure Field Test Results

Water Distribution System Model Verification

ID	Date	Time	BWD Flow (gpm)	Bridgewater Flow (gpm)	Cold Cave Flow (gpm)	Downtown Pump Flow (gpm)	"I" St. Pump Flow (gpm)	Tiger Tank Level (ft)	Hwy 102 Tank Level (ft)	"I" St. Tank Levels (ft)	Downtown Tank Level (ft)	Location Description	Bentonville Fire Hydrant Number	Model Node Number	Elevation (ft)	Field Pressure (psi)	Model Pressure (psi)	Actual Difference (psi)	Pressure Percent Deviation
1	6/15/2016	9:02 AM	2.44	776	1,357	611	9,957	29.1	24.4	26.8	20.0	Regional Airport Rd. and Artillery Rd.	1411	J1520	1,263	85	90.55	5.55	6.13%
2		9:55 AM	9.03	---	1,376	611	9,797	30.0	24.4	24.9	17.9	Windsong Circle and Vaughn Rd.	---	J3188	1,267	84	89.08	5.08	5.70%
3		10:07 AM	9.03	54	---	611	9,707	30.5	24.7	24.6	17.4	Regional Airport Rd. (north of Wal-Mart Dist. Ctr)	1097	J3190	1,244	90	99.51	9.51	9.56%
4		10:19 AM	9.03	1,099	---	611	9,852	31.0	25.1	24.2	16.9	Wentworth Ave. and Remington Rd. (West)	2139	J3192	1,233	98	104.53	6.53	6.25%
5		10:30 AM	9.03	353	---	611	9,758	31.4	25.5	23.9	16.4	SW Liberty Ave. (East of Elementary School)	1708	J3194	1,263	75	83.62	7.62	9.11%
6		10:40 AM	2.44	350	1,243	611	9,550	31.4	25.9	23.6	15.9	SW Hayfield Ave.	---	J3196	1,273	83	87.53	4.53	5.18%
7		10:52 AM	9.03	334	1,337	611	9,604	31.9	26.2	23.1	15.4	Glenridge Rd. and Ashmont Ave.	2515	J3198	1,268	85	89.6	4.6	5.13%
8		11:03 AM	9.03	879	1,329	611	9,654	31.9	26.4	22.8	14.9	Brompton St. and Warberry Ave.	2373	J3200	1,256	92	94.68	2.68	2.83%
9		11:15 AM	9.03	---	---	---	9,451	32.8	26.7	22.4	15.8	Carriageway Ave. and Cabriolet St.	---	J3202	1,249	96	97.95	1.95	1.99%
10		11:26 AM	9.03	---	---	---	9,605	32.8	27.0	22.1	15.8	Loudon Dr. and Go Green Ave.	1919	J3204	1,242	99	101.28	2.28	2.25%
11		12:57 PM	9.09	927	1,323	---	9,391	34.7	28.6	19.1	15.8	I St. (South of I St. Tank Site)	1415	J3206	1,291	81	87.99	6.99	7.79%
12		1:11 PM	9.03	410	---	---	9,381	35.2	28.7	18.7	15.8	Park Hill Blvd. and Sheridan Ln.	---	J3208	1,246	96	100.62	4.62	4.59%
13		1:22 PM	9.03	393	---	---	9,091	35.6	28.7	18.3	15.8	NW Angel Falls Rd.	2621	J3210	1,244	99	101.47	2.47	2.43%
14		1:43 PM	9.03	---	1,314	---	8,891	36.1	29.1	17.7	15.8	NW Mystic Ave.	1342	J3212	1,155	135	138.65	3.65	2.63%
15		1:56 PM	9.03	121	---	---	9,207	36.1	29.4	17.3	15.8	Creekstone Blvd. and McNelly Rd.	1353	J3214	1,028	186	194.73	8.73	4.48%
16		2:09 PM	9.03	1,176	---	---	8,876	36.6	29.6	16.8	15.8	Valley View Cir.	---	J3216	1,210	110	113.73	3.73	3.28%
17		2:17 PM	9.03	330	---	---	8,872	36.6	29.8	16.6	15.8	Greenridge Ln.	165	J3218	1,243	96	100.9	4.9	4.86%
18		2:29 PM	9.03	369	---	---	8,713	37.1	30.0	16.3	15.8	Stonehedge Dr. and Windemere	430	J3220	1,258	92	89.58	-2.42	2.70%
19		2:40 PM	9.03	---	1,316	---	8,706	37.1	30.2	16.0	15.8	Pumpkin Hollow Rd.	2376	J3222	1,231	102	106.97	4.97	4.65%
20		2:55 PM	9.03	---	---	---	3,905	37.1	30.3	15.9	15.8	9th St. and D St.	301	J3224	1,259	90	93.64	3.64	3.89%
21		3:04 PM	9.03	---	---	---	16	36.1	29.8	15.9	15.8	Downtown Tank	182	J3226	1,290	74	77.59	3.59	4.63%
22	6/16/2016	8:35 AM	9.03	466	---	688	9,940	28.1	24.5	28.2	25.5	J St. and Museum Way	76	J3228	1,264	78	81.94	3.94	4.81%
23		8:57 AM	9.03	734	1,321	688	9,979	28.6	24.8	27.4	24.5	St. Ives Rd. and Thorn Hill Rd.	1589	J3230	1,243	96	99.03	3.03	3.06%
24		9:18 AM	9.03	---	---	688	9,925	29.0	25.1	26.8	23.5	NE Oaktrace Ave.	2454	J3232	1,278	79	84.31	5.31	6.30%
25		9:39 AM	2.44	1,002	---	688	9,831	30.0	25.9	26.0	22.5	NE Doyle Dr.	2576	J3234	1,227	94	106.69	12.69	11.89%
26		10:17 AM	9.03	385	---	688	9,652	30.9	26.4	24.7	20.8	NE Cadbury Ave.	1350	J3236	1,270	84	88.29	4.29	4.86%
27		10:23 AM	9.03	443	---	688	9,732	30.9	26.4	24.5	20.5	Marina Dr. and Dawn Hills Dr.	---	J3238	1,278	81	84.98	3.98	4.68%
28		10:27 AM	9.03	494	---	688	9,587	31.4	26.4	24.4	20.5	SE 5th St. and Fullerton St.	1692	J3240	1,208	67	72.12	5.12	7.10%
29		10:41 AM	9.03	390	---	688	9,520	31.9	26.8	23.9	19.7	Club St. (North of Sam's Club)	2273	J3242	1,297	72	77.35	5.35	6.92%
30		10:57 AM	9.03	---	1,337	688	9,630	32.4	27.1	23.4	19.2	Medical Center Pkwy	1397	J3244	1,266	88	91.12	3.12	3.42%
31		11:20 AM	9.03	1,179	---	---	9,611	32.8	27.3	22.7	19.8	SE P St. and Lawrence St.	950	J3246	1,292	75	79.72	4.72	5.92%
32		11:29 AM	9.03	1,150	---	---	9,489	32.8	27.4	22.4	19.8	Paradise Way and Paradise Pl.	805	J3248	1,319	64	67.87	3.87	5.70%
33		11:40 AM	9.03	371	---	---	9,542	33.3	27.6	22.1	19.8	Danielle Cir. and Glenbrook Ave.	121	J3250	1,268	87	89.62	2.62	2.92%
34		12:00 PM	9.03	344	1,327	---	9,512	33.8	27.8	21.4	19.8	Brave Ln. and MLK Jr. Pkwy	52	J3252	1,282	79	83.61	4.61	5.51%
35		12:11 PM	9.03	---	---	---	9,378	33.8	27.9	21.0	19.8	5th St. and E St.	2872	J3254	1,284	79	83.74	4.74	5.66%

Average Percent Deviation **5.11%**



Fire Flow Analysis 2018 Water Master Plan Update.

UNDERSTANDING - WE ARE READY TO ADVANCE DESIGN ON DAY 1.

We understand that development is often dynamic; and having an engineering firm who can be flexible and adaptable to changes is paramount to achieving the goals of the City of Bentonville. Olsson (and our former company McGoodwin, Williams and Yates) has over a 60-year history with the city and has completed the last three (3) water master plans. Our team is comprised of senior staff that has worked alongside many of the city's water department staff, and who also have extensive knowledge of Bentonville's water system. The senior staff will be assisted by some of our associate level engineers as well, who have extensive modeling experience and will bring a fresh prospective to the project. Olsson has years of experience in water modeling and planning and understand the drivers and motivators of the city; these requirements include incorporating reliability in the design by using quality infrastructure to achieve the city's goals well into the future.

INFOWATER EXPERTISE

InfoWater is Olsson's preferred water modeling software and our staff has extensive experience utilizing it. Models include data on pipes, tanks, and pump stations, as well as existing and projected customer demands.

The model assists our staff and our clients in identifying new pumping, transmission and/or distribution facilities, and any additional improvements that may be required in the water system to meet future water and infrastructure needs.

A master plan is only as good as the condition of the water model. Olsson will work with city staff to identify locations around the city to perform hydrant flow and pressure tests. As good as water models can be, they sometimes struggle to reflect the actual operational conditions staff sees in the field. Olsson will work with city staff during the calibration process to determine if model is reflective of the observed conditions.

The collected field data, coupled with SCADA data for the tanks and pump stations, will help us calibrate the model to reflect operational conditions.

OUR PROJECT MANAGEMENT APPROACH DELIVERS QUALITY ON TIME AND ON BUDGET

OPTIMIZED CIP PLANNING

Focusing improvements on high consequence of failure areas and hydraulic capacity needs allow for the development of a CIP that is both manageable and achievable.

Additionally, a plan that addresses long-term needs provides a solid foundation to meet level of service goals. Planning the CIP improvements for both an anticipated year and an anticipated total water demand will allow the city to fine-tune the CIP in future years as growth and water usage continue to evolve.

In addition to a practical guide to water improvements with a trusted team of master planners, Olsson will provide an experienced project manager with a strong understanding of water project execution.

Upon Notice to Proceed, we will develop a detailed project management plan that will establish the roadmap for the project. Key elements of the project management plan include the elements shown below:

PROJECT MANAGEMENT PLAN

PROJECT MANAGEMENT STARTS WITH EFFECTIVE AND CLEAR COMMUNICATION

Clear communication is key to the success of any project. Lines of communication will be established early in the contract and mutually agreed upon. The communication plan establishes guidelines and expectations for the team's communication. With active information exchange, we can create solutions that better reflect the concerns of all parties and allow for swift resolution and success.

WE USE THE RIGHT PEOPLE AND RESOURCES FOR THE JOB

Olsson is committed to Bentonville and to the success of this contract, and we have formed a team that will be available for the duration of the project. Chris Hall will coordinate directly with the technical staff to discuss the project tasks and determine whether additional resources are needed to complete each task on time and on budget.

KEY OLSSON PERSONNEL

Chris Hall, as project manager, will ensure that the City of Bentonville is obtaining the necessary resources for the Water Utility Master Plan Update. He has a long history with the Bentonville Water Department staff and extensive knowledge of the water system and will assist the team throughout the modeling and master planning process.

Chris Dougherty, as the assistant project manager, will work directly with the Water Department staff and coordinate with Olsson's modeling and design team. He will also evaluate resources throughout the life of the project, based on the scope of services at project initiation, to deliver a quality project on time and on budget.

Tia Clemens, as the lead modeler, will perform the water modeling for the project. Her primary tasks include: updating the existing Bentonville model, evaluation of current demands, model calibration, future demand projections and analyzing future design horizon scenarios.

QUALITY MANAGEMENT APPROACH

General Quality Review Flow Chart

1 ORIGINATOR
Originator reviews own work using internal checklist and submits clean set of documents for review.

2 REVIEWER
Independent Reviewer and/or Quality Control (QC) Reviewer
Reviewer marks document with RED. Reviewer places initials and date on each sheet. Reviewer provides marked-up document to originator/ corrector and discusses comments. Saves mark-ups in QA/QC folder.

3 CORRECTOR
Corrector addresses all comments using GREEN to highlight and circle all corrections on markups. Places initials and date on each markup sheet. Prints new "clean" set and re-reviews corrections prior to submittal to verifier.

4 VERIFIER
Independent Reviewer and/or Quality Control (QC) Reviewer
Verifier reviews "clean" set compared to the mark-ups. Places initials and date in BLUE on each sheet of the original markups to document all comments on sheet have been addressed. Additional corrections will be marked in RED on a "clean" set. Verifier initials and dates each sheet to be corrected. Process continues until the QC Reviewer is satisfied.

NO

Is QC Reviewer satisfied?

YES

5 PROJECT MANAGER
Verifier saves markups in project QA/ QC folder. Project manager performs final review and issues document.

ESSENTIAL ELEMENTS OF A HIGH-QUALITY MANAGEMENT APPROACH

Our proactive quality management process will allow Bentonville to reliably meet or exceed the objective and goals of each task order issued under the contract.

Jim Ulmer will serve as a dedicated quality assurance / quality control (QA/QC) manager who is independent of the design team. He will not be involved in day-to-day matters on task orders, which means he will provide a fresh perspective on our deliverables.

WHAT OLSSON'S QUALITY ASSURANCE QUALITY CONTROL PLAN LOOKS LIKE

When it comes to managing your project, we think about controlling the scope, schedule, and cost, and another element that is equally important – quality. If our project/deliverable does not meet YOUR quality standards, you will not be happy, and we won't be either. That's why quality management is a top priority at Olsson. Our quality management starts even before the design of the project begins to ensure that our scope is accurate, and our fee is on target. Holding a detailed discussion with you at the beginning of the process helps set the stage for a successful project start that continues throughout the entire life of the project.

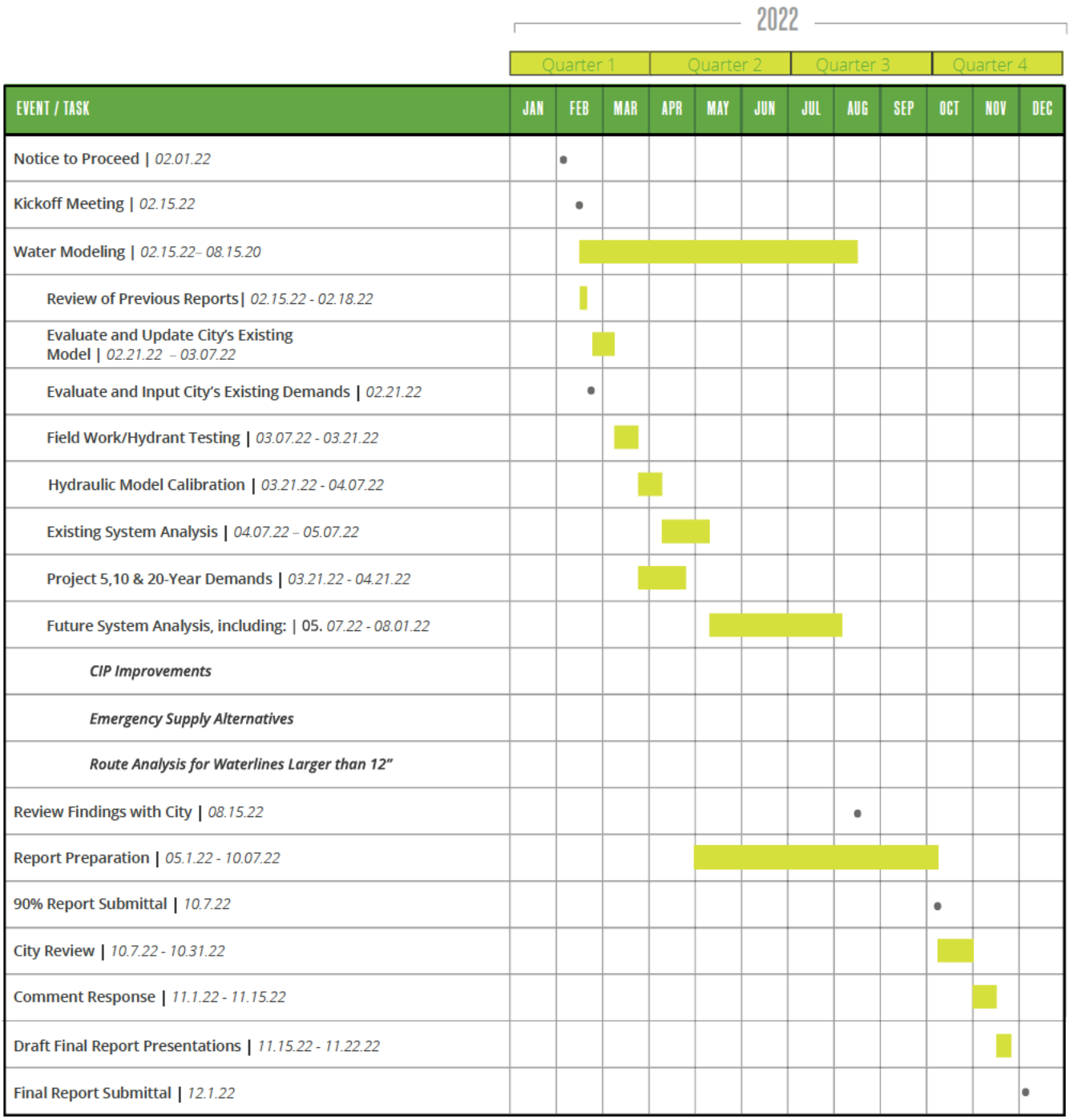
Quality is not just an inspection or a checkbox that is checked when the project is completed, it's an ongoing process that protects against costly and time-consuming project delays.

Our approach consists of three main elements to quality management. They are as follows:

- The quality management plan (QMP) is a specific plan that identifies what will be produced, how it will be produced, how and to what level it will be reviewed, how it will be audited, who will be responsible, and when QA/QC will happen.
- Quality assurance (QA) is the overall process or system that establishes the policies and procedures that are designed to ensure consistent quality. Preparing the QMP, using standard file naming conventions and file management structure, and performing quality audits are examples of QA.
- Quality control (QC) is activities that examine, verify, and (if appropriate) measure the quality on each project deliverable. These activities include preventing, finding, and correcting defects in specific deliverables and

PROJECT SCHEDULE

The schedule outlines our preliminary timeline for completing the master plan and understanding of the Master Plan Update approach. We've included dates for the key milestones.



CLIENT EXPERIENCE

Communication is one of the most important aspects of project management. For your project, we plan on implementing key check-ins from one of our Client Experience (CX) Team members. At various intervals or milestones, our CX team will engage you to understand your perspective and make sure that your expectations are being met. This process allows a third party, removed from the project team, to ask questions and give you the opportunity to provide candid feedback. Our goal is continuous improvement in our project execution (at no additional cost to you). This form of communication allows us to understand how to improve to better serve you and meet your expectations.

CONCLUSION

QUALITY - OUR TEAM IS COMMITTED TO DELIVERING A HIGH QUALITY PROJECT THAT YOU CAN RELY ON FOR YEARS TO COME.

In conclusion, Olsson brings a team of regional experts with locally-based talent and proven project management to integrate the city's planning efforts and provide a guidance document for years to come. Olsson believes that your master plan update will propel Bentonville forward by working within local framework, creating a playbook for system operations, and to prepare for water system expansion. ***We will include minimal startup time due to our understanding of your water distribution system and local knowledge.***

PROJECT EXAMPLES & REFERENCES

olsson®

OLSSON'S EXPERIENCE WITH WATER STUDIES, INCLUDING SUPPLY, TREATMENT, AND DISTRIBUTION *(Partial List)*	Water Modeling and/or Master Planning	Water Supply	Water Treatment	Water Storage	Water Distribution	Construction Phase Services	Rate Studies and Financing	Booster Pump Stations
City of Bentonville *(Project Description Included)*	•			•	•	•		•
Beaver Water District *(Project Description Included)*	•	•	•	•	•	•		
City of Fayetteville *(Project Description Included)*	•			•	•	•		•
City of Manhattan *(Project Description Included)*	•	•	•	•	•			•
City of Abilene *(Project Description Included)*	•	•	•	•	•			•
Clarksville Connected Utilities	•	•	•	•	•	•	•	•
Carroll-Boone Water District	•	•	•	•	•	•		•
Springdale Water Utilities	•			•	•	•		•
City of Rogers	•			•	•	•		
City of Batesville	•	•	•	•	•	•		•
City of Adrian	•	•	•	•		•	•	
City of Archie	•	•	•					
City of Ava	•	•		•	•	•	•	•
City of Bolivar	•			•	•	•		
City of Branson	•			•	•	•		
City of Bull Creek	•							
City of Cabool	•	•	•	•	•	•		•
City of Gladstone				•				
City of Granby	•							
City of Greenfield	•		•	•	•			
City of Hollister	•	•		•	•	•		•
City of Kansas City				•	•	•		
City of Kimberling City	•							
City of Lockwood	•							
City of Maryville	•			•	•			
City of Morrisville		•				•	•	
City of Mountain Grove	•	•		•	•	•		•
City of Nixa	•	•	•	•	•	•		•
City of Ozark	•	•	•	•	•	•		
City of Pierce City	•	•	•			•		
City of Republic	•	•	•	•	•	•		•
City of Riverside	•							•
City of Rogersville	•	•	•	•	•	•		
City of Seligman	•							
City of Springfield	•	•				•		
City of Unity Village	•		•					
City of Webb City	•	•		•				
City of West Plains	•	•	•	•	•	•	•	•
City of Willow Springs	•		•	•	•	•		
Greene County, PWSD #1	•	•	•	•	•	•	•	•

WATER UTILITY MASTER PLANNING

Bentonville, Arkansas

AWARD-WINNING WATER UTILITY MASTER PLANNING

Olsson's Fayetteville water team has provided hydraulic modeling using **InfoWater** and master planning services for the Bentonville water system since 2002. Updates were completed in 2010, and 2017 -- the 2010 update of which was recognized with the Grand Conceptor Award for Engineering Excellence from the American Council of Engineering Companies, Arkansas.

A working hydraulic water model is a tremendous benefit to the community. When updated on a regular basis, the model can be used by the city as a tool to evaluate the impact of future specific development plans.

Most recently, Olsson provided a high-level evaluation of the Bentonville water distribution system including extending the population a usage projections to the year 2040, and combining Bentonville's water model with the other three (3) NWA cities' hydraulic models to evaluate the proposed Beaver Water District Western Corridor improvements, which includes approximately seven miles of 60-inch diameter pipe line and a 40 mgd pump station.

DATES
As-Needed

SERVICES
- Engineering

MARKETS
- Water

PROJECT REFERENCE
Mike Bender
Public Works Director
479-271-6873
mbender@bentonvillear.com

BEAVER WATER DISTRICT MASTER PLAN DEMAND & TRANSMISSION CAPACITY UPDATE

Northwest Arkansas

REGIONAL COORDINATION RESULTS IN CLEAR PLAN FOR FUTURE WATER TRANSMISSION

Beaver Water District (BWD) provides water to residents of one of the fastest growing metropolitan areas of the country. As population growth rates continue to climb, Beaver Water District recognized the need to be proactive in updating its Master Plan. Future transmission improvements, known as the Western Corridor, are particularly critical in the western region of the District due to increased development in the area.

Reaching out to Olsson engineers, based on our firm's past performance with the District and historical knowledge of the area, BWD authorized Olsson to update the Master Plan which included evaluating projected

DATES
2019 - Current

SERVICES
- Engineering
- Planning and Design
- Field Services

MARKETS
- Water/Wastewater
- Land and Facilities

PROJECT REFERENCE
Lane Crider, PE
Chief Executive Officer
479.756.3651
lcrider@bwdh2o.com

water demands and transmission capacity. Currently, BWD transmits water from high service pump stations located at the existing treatment facilities through water transmission mains that are owned and operated by BWD's four customer cities (Bentonville, Rogers, Springdale, and Fayetteville).

The approach to this study was complex in that the scope of work required the creation and use of a hydraulic water model to include all four customer cities, along with evaluation and updating BWD's existing master plan. Each customer city updates their hydraulic model and master plan on a slightly different cycle; therefore it was important to update current and future water demands for all four cities to ensure the combined model created for this project contained current data. Olsson met with staff from each customer city and reviewed their most recent water master plan. Through this process, Olsson was able to both identify infrastructure improvements that had been constructed since the individual city models were last updated and review each city's planned Capital Improvement Projects.

To accomplish this task, the scope of work included the combination of hydraulic water models from BWD's four customer cities into one large working model, including:

- **2,300 miles of pipe**
- **63,472 pipe segments ranging in size from 1" to 60" in diameter**
- **37 storage tanks**
- **19 pump stations**

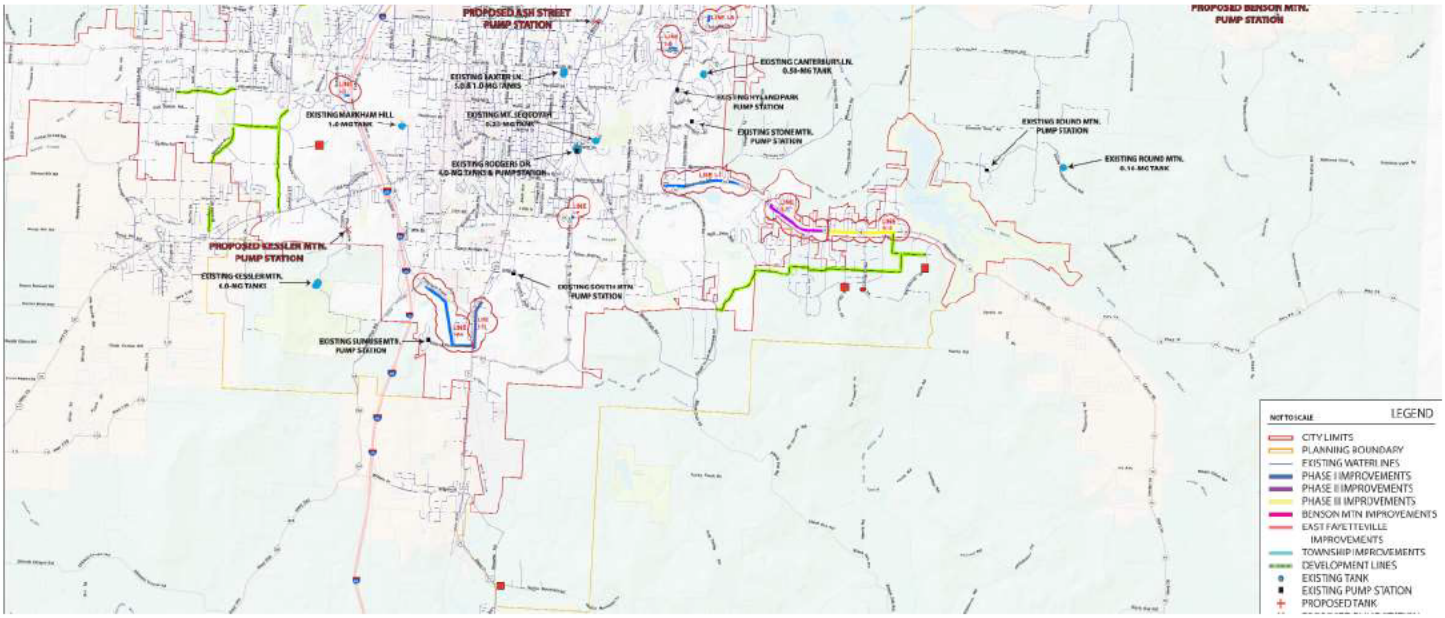
The hydraulic model included scenarios for both the current and projected service area demands. The current scenario included average and maximum day demands for the year 2019 for each of the customer cities.

Future scenarios were created for the average and maximum days in five-year increments from 2025 through 2040. The scope included modeling to preliminarily design the new Western Corridor facilities. In addition to the Western Corridor pipeline and pump station, related infrastructure within each customer city's distribution system was added to the model. Using the model, it was determined that the projected 20-year flow through the Western Corridor could be approximately 52-MGD. Based on the analysis, a nominal pipe diameter of 60-inches was determined necessary to meet the demands of the system through the 20-year design horizon while still providing BWD with operational flexibility should demands be higher than anticipated.

Several Design alternatives were considered for the Western Corridor Pump Station. A Single pump station building housing all the pumps for the four customer cities was selected. This design conserves space on the site, is more cost-effective, and has a greater simplicity of operation.

The Master Plan scope also included identifying, prioritizing, and developing Opinions of Probable Cost for immediate equipment upgrades at BWD's existing high service pump station facility and for the Western Corridor infrastructure.

Olsson is currently providing design services for the subsequent Western Corridor Pipeline, a seven-mile, 60-inch treated water main.



FAYETTEVILLE WATER SYSTEM MASTER PLAN UPDATES

Fayetteville, Arkansas

WATER STORAGE AND DISTRIBUTION FOR 20-YEAR DESIGN HORIZON

Working with Olsson, the City of Fayetteville is investing in capital improvements to its water system for future growth. Olsson completed an update of Fayetteville Water Master Plan including updating the city's hydraulic water model, population and usage projections, water quality analysis, fire-flow analysis, and an evaluation of additional water transmission supply lines from Beaver Water District. Based on those results, improvements to the water transmission system are being constructed in phases.

Fayetteville's city leaders have turned to Olsson's engineers periodically to provide detailed updates to the city's water master plan, which was originally completed in 1996. The updates identify and model new facilities added since the previous study, identify weak points within the existing distribution and transmission facilities, and

DATES

2019

SERVICES

- Planning & Design
- Engineering
- Survey

MARKETS

- Water

PROJECT REFERENCE

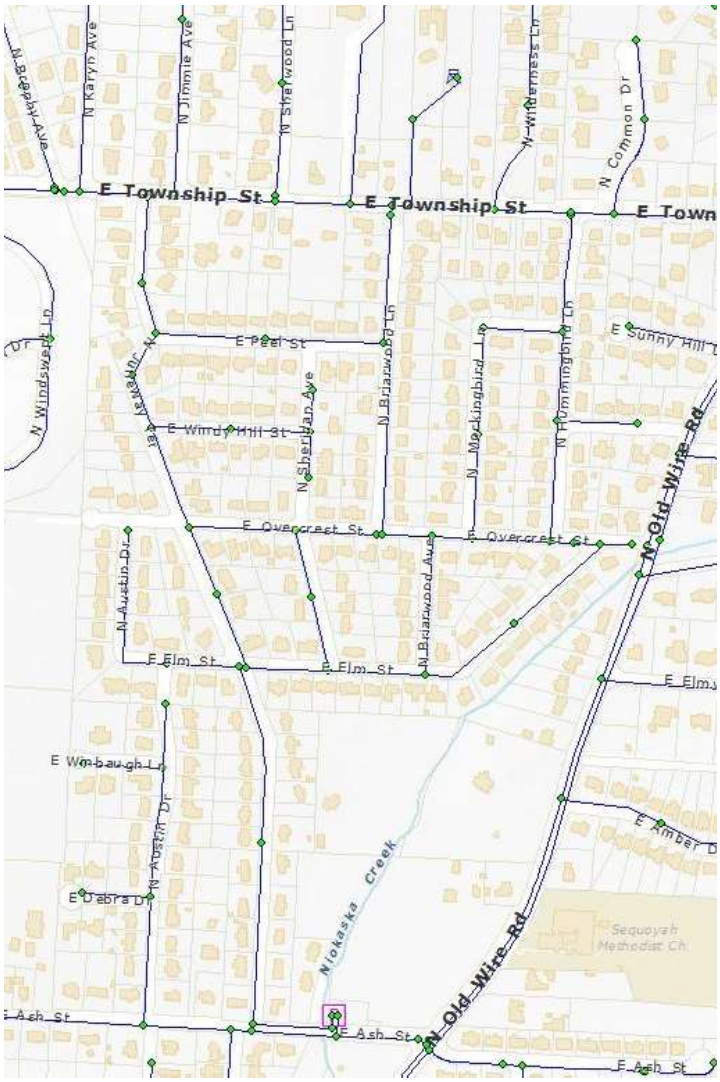
Tim Nyander
Utilities Director
479.575.8390
tnyander@fayetteville-ar.gov

identify additional improvements required to meet projected 20-year water needs.

Our successful history with Fayetteville continues as, following this most recent study, Olsson is now providing design services for the water storage tanks and extensive water line improvements as part of the Master Plan's Phase I recommended capital improvements to meet future growth through 2037. Improvements to the water storage and transmission system underway include:

East Fayetteville Improvements

- 0.75-MG Elevated Water Storage Tank
- Booster Pump Station
- 9,000 linear feet of 18-inch Transmission Line
- 9,100 linear feet of 12-inch Water Line
- 8,900 linear feet of 8-inch Water Line
- Altitude Value & Vault
- Rehabilitation of City's Existing Pressure Sustaining Valves and Pressure Reducing Valves
- Township Improvements
- 0.25-million gallon Elevated Water Storage Tank
- Booster Pump Station
- 4,000 linear feet of 12-inch Water Line
- 1,000 linear feet of 8-inch Water Line
- Dismantling of existing 70,000 Gallon Elevated Water Storage Tank



CITYWIDE WATER MODEL

Abilene, Kansas

ENSURING EFFICIENT UTILITY SERVICE FOR YEARS TO COME.

Olsson created an InfoWater model for the City of Abilene that reflects the city's entire water distribution system. The model includes four water towers, one booster pump station, one set of high service pumps at the city's water treatment plant, and over 430,000 linear feet of pipe. Olsson utilized the city's water billing records to distribute average and peak day demands through the model and to estimate future demands. Olsson conducted field investigations with city staff to calibrate the model, ensuring that it accurately reflected existing conditions. Olsson used the model to evaluate water storage and distribution improvements to serve the city over the next twenty years. Specifically, the city identified difficulties operating towers within the same pressure zone at the same water level. Olsson investigated this deficiency with the model and recommended improvements.

DATES
2020

SERVICES
- Civil Engineering

MARKETS
- Water

PROJECT REFERENCE
Jane Foltz
City Manager
785.263.2355
aprd@abilenecityhall.com

WATER & SEWER MASTER PLAN

Manhattan, Kansas

Water and sanitary sewer systems modeling was completed in 2012-2015 and several recommendations for future projects were made that required further detailed planning and analysis. The 2017-2018 Water and Wastewater Facilities Plan Update also recommended several major transmission main and storage improvements that required further detailed planning and analysis. Olsson helped by providing conceptual engineering design for future water storage and transmission main projects, sanitary sewer system trunk and interceptor main inspection and rehabilitation program review, calibrated and updated the existing water model, reviewed the sanitary sewer system model, and updated the water and sewer Capital Improvements Plan. The results of the water model analysis were incorporated as a part of the Master Plan Report. We also confirmed pressure zones and operational strategy with Water Treatment Plant operators to validate controls at the various booster stations to identify any low flow areas in the system for the current calibrated model and for the future condition previously identified.

DATES
2020 - 2021

SERVICES
- Civil Engineering
- Surveying

MARKETS
- Water
- Field Services

PROJECT REFERENCE
Randy Dewitt, PE
Assistant Public Works Director
785.587.2412
dewitt@cityofmhk.com

TEAM ORGANIZATION & AVAILABILITY

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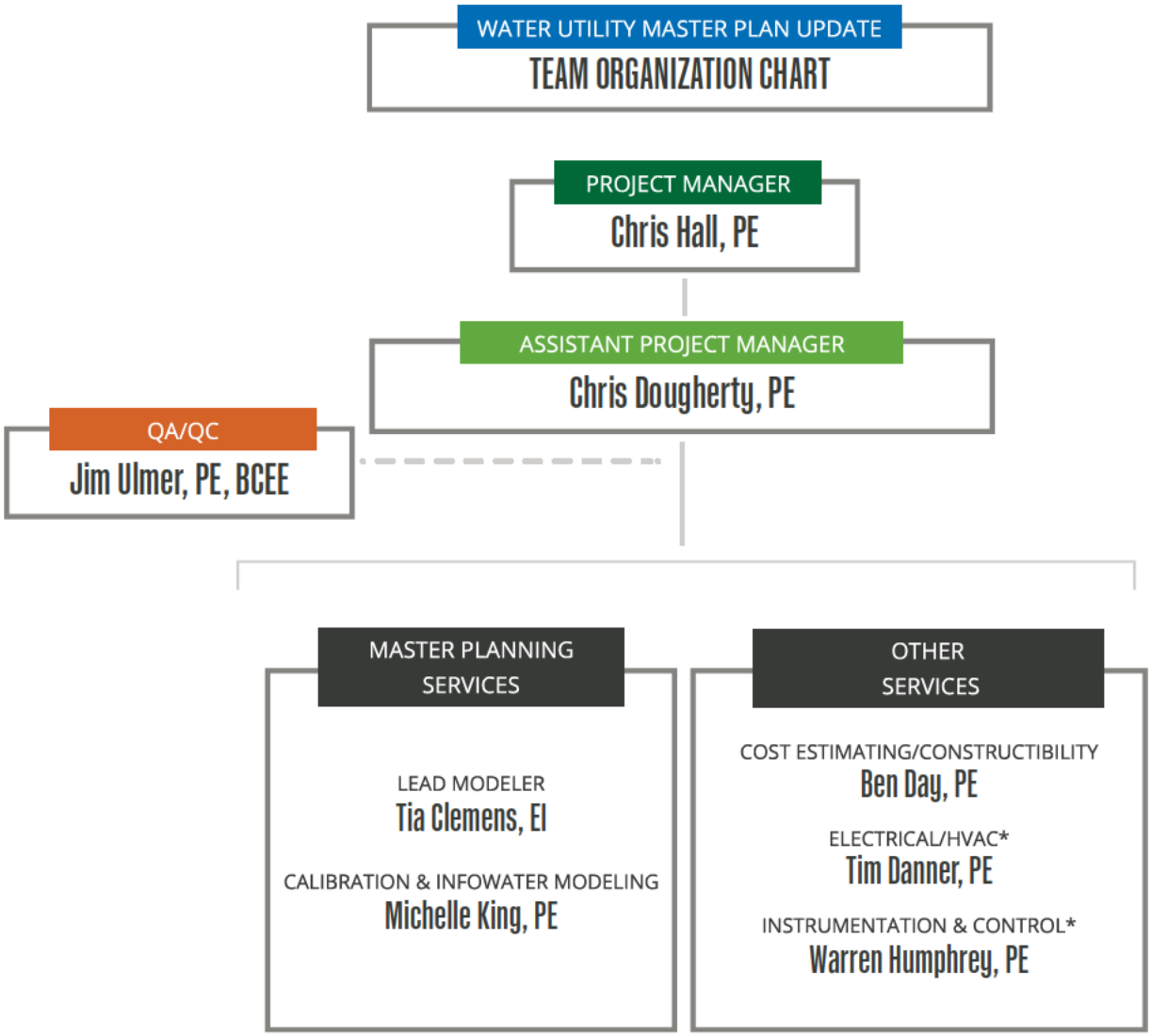


Name	% Committed to Project
Chris Hall	15%
Chris Dougherty	20%
Jim Ulmer	5%
Tia Clemens	50%
Michelle King	25%
Ben Day	15%
Tim Danner*	5%
Warren Humphrey*	5%

**Available if required*

CHRIS HALL, PE

Team Leader - Water/Wastewater

PROJECT ROLE: PROJECT MANAGER

EXPERIENCE SUMMARY

Chris excels in the design of water system infrastructure, with an emphasis in water modeling, master planning, transmission and storage. Chris has over 22 years of experience, and as Team Leader, he provides guidance for the water/wastewater teams based in Fayetteville, Arkansas; Springfield and Joplin, Missouri; Tulsa and Oklahoma City; OK

RELEVANT EXPERIENCE

- City of Bentonville, Hydraulic Model & Water Master Plan Updates; Bentonville, AR
- City of Batesville, Hydraulic Model & Water Master Plan; Batesville, AR
- Beaver Water District, Master Plan Demand and Transmission Capacity Update Involving Bentonville, Springdale, Rogers & Fayetteville; Lowell, AR
- Beaver Water District, Transmission Surge Analyses within City of Rogers; Lowell, AR
- Carroll-Boone Water District, Hydraulic Model & Water Master Plan; Eureka Springs, AR
- Clarksville Connected Utilities, Hydraulic Model & Water Master Plan Updates; Clarksville, AR
- City of Fayetteville, Hydraulic Model & Water System Master Plan Updates; Fayetteville, AR
- Springdale Water Utilities, Hydraulic Modeling/Water and Sewer Master Plan; Springdale, AR
- City of Rogers, Hydraulic Model and Water Master Plan; Rogers, AR
- City of Prairie Grove, Hydraulic Model and Water Master Plan; Prairie Grove, AR
- City of Gravette, Hydraulic Model and Water Master Plan; Gravette, AR
- City of Flippin, Hydraulic Model and Water Master Plan; Flippin, AR
- Lakeview Midway Public Water Authority, Hydraulic Model and Water Master Plan; Midway, AR
- City of Harrison, Hydraulic Water Model and Water System Analysis; Harrison, AR
- Beaver Water District, Western Transmission Corridor Site Selection Study; Lowell, AR
- Beaver Water District, Western Transmission Corridor Design and Construction Administration; Lowell, AR

EDUCATION

- B.S., Civil Engineering, University of Arkansas

PROFESSIONAL REGISTRATIONS

- Professional Engineer: AR, MO, OK, KS

OLSSON EXPERIENCE

- 2018 to Present

OVERALL EXPERIENCE

- 1999 to Present

CHRIS DOUGHERTY, PE

Senior Engineer | Water/Wastewater

PROJECT ROLE: ASSISTANT PROJECT MANAGER

EXPERIENCE SUMMARY

Chris is a senior engineer for our water/wastewater team, and is integral in the design of innovative water treatment, water storage, and water intake systems, including the use of Ozone for the treatment of raw water. Chris has experience with system modeling (geocoding and data analysis).

WATER

- City of Bentonville, Sewer Collection System Analysis; Bentonville, AR
- Caroll-Boone Water District, Water Tank Repainting and Infrastructure Improvements; Eureka Springs, AR
- Clarksville Connected Utilities, Piney Bay/Spadra Creek Water Source Mitigation Study; Clarksville, AR
- Clarksville Connected Utilities, New Spadra Creek Raw Water Intake Structure and Transmission Line Extension; Clarksville, AR
- Clarksville Connected Utilities, Piney Bay Raw Water Intake Structure Improvements; Clarksville, AR
- Clarksville Connected Utilities, Water Treatment Facility Expansion; Clarksville, AR
- City of Fayetteville, Markham 1-MG Tank Rehabilitation; Fayetteville, AR
- City of Green Forest, Sanitary Sewer Evaluation Study; Green Forest, AR
- City Water & Light, Midtown Interceptor Sewer; Jonesboro, AR
- City Water & Light, Main Lift Station; Jonesboro, AR
- City Water & Light, Process Development of West Side Wastewater Treatment Plant; Jonesboro, AR
- City Water & Light, Northeast Area Wastewater Collection and Transmission Development Project; Jonesboro, AR
- Springdale Water Utilities, Spring Creek Lift Station and Force Main; Springdale, AR
- Springdale Water Utilities, Johnson, Robinson Lane and Brush Creek Lift Stations and Force Main Extension; Springdale, AR

EDUCATION

- B.S., Civil Engineering, University of Arkansas

PROFESSIONAL REGISTRATIONS

- Professional Engineer - AR

OLSSON EXPERIENCE

- 2018 to Present

OVERALL EXPERIENCE

- 2006 to Present

TIA CLEMENS, EI

Assistant Engineer

PROJECT ROLE: LEAD MODELER

EXPERIENCE SUMMARY

Tia serves a key role on Olsson's water team as she excels with the design of water systems including hydraulic modeling and master planning, among which has been direct involvement in the extensive modeling of the Beaver Water District Transmission Demand Study, of which Bentonville is included. Tia will be the lead modeler on the water utility master plan update and will work along-side our project manager during the analysis of the Bentonville water system.

RELEVANT EXPERIENCE

- Springdale Water Utilities, West Side Water Transmission Study; Springdale, AR
- Beaver Water District, Surge Analysis; Rogers, AR
- Clarksville Connected Utilities, Water Modeling Analyses; Clarksville, AR
- Specialized Real Estate Group, Markham Hill Development Water Supply, Transmission & Distribution; Fayetteville, AR
- City of Batesville, Preliminary Design Water Treatment Plant; Batesville, AR
- Missouri American Water Company, High Service Pump Station; Joplin, MO
- City of Richmond, Limited Water System Master Plan; Richmond MO
- Premier Stanley JV LLC, Non-Potable Water Map Book Update; Twenty Nine Palms, CA
- City of Fayetteville, Hyraulic Water Model Maintenance; Fayetteville, AR
- City of Fayetteville, Township Pressure Plane Improvements; Fayetteville, AR
- Missouri American Water, Tri-State Well & Standpipe; Branson, MO
- Missouri American Water, Blendville Water Treatment Plant and 32nd Street Pump Station; Joplin, MO
- Southwest Rural Water District #1, Barry & McDonald Co Engineering Report; Barry and McDonald County, MO
- City of Lebanon, On-Call Drinking Water Services; Lebanon, MO
- City of Webb City, On Call Drinking Water Services; Webb City, MO

EDUCATION

- B.S., Civil Engineering, Missouri University of Science and Technology

PROFESSIONAL REGISTRATIONS

- Engineer-In-Training: MO

OLSSON EXPERIENCE

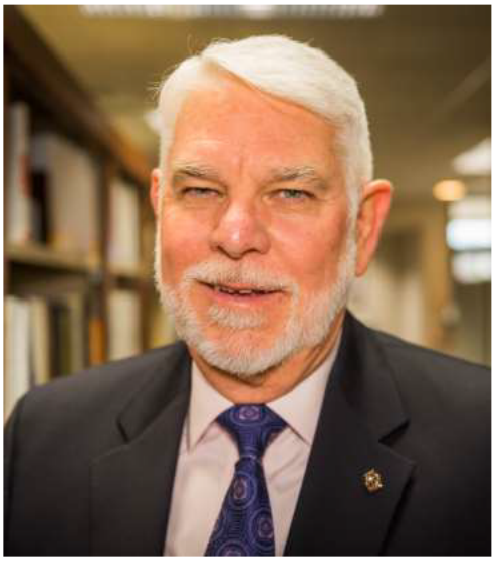
- 2018 to Present

OVERALL EXPERIENCE

- 2018 to Present

JIM ULMER, PE, BCEE

Technical Leader | Water/Wastewater
PROJECT ROLE: QA/QC



EXPERIENCE SUMMARY

Jim has built his career with an emphasis in the management of the design of water and wastewater systems. In particular, his knowledge of regulatory issues is a highly valued aspect for the Olsson team. He develops and maintains a respected relationship

RELEVANT PROJECTS

- City of Bentonville, Water Distribution System Hydraulic Modeling and Water Master Plan; Bentonville, AR
- City of Bentonville, I/I study, Approximately 51 miles; Bentonville, AR
- Conway Corporation, Gleason Water Treatment Plant; Conway, AR
- Batesville Utilities, 18-inch Water Transmission Line Improvements; Batesville, AR
- Batesville Utilities, Eagle Mountain Hydropillar Water Tank Repainting and Modifications; Batesville, AR
- Batesville Utilities, Highway 106 Utility Relocations; Batesville, AR
- Batesville Utilities, Water Distribution System Hydraulic Modeling and Water Master Plan; Batesville, AR
- Batesville Utilities, Water System Mapping; Batesville, AR
- Batesville Utilities, Water Treatment Plant Design; Batesville, AR
- Batesville Utilities, Interceptor Sewer Route Modifications; Batesville, AR
- Batesville Utilities, Moving Bed Bio-Reactor Wastewater Treatment Plant; Batesville, AR
- Batesville Utilities, System-wide Infiltration/Inflow (I/I) and Sanitary Sewer Evaluation Survey (SSES), approximately 100 miles of Gravity Sewer and 2,260 Manholes; Batesville, AR
- Batesville Utilities, Gravity Sewer Tunnel, Collection System Improvements, 45 mgd Screw Pump Lift Station; Batesville, AR
- Batesville Utilities, 9 mgd Moving Bed Bio-Reactor Wastewater Treatment Plant; Batesville, AR
- City of Fayetteville, 40 mgd West Side Wastewater Treatment Plant (WWTP); Fayetteville, AR
- City of Prairie Grove, Wastewater Treatment Facilities; Prairie Grove, AR
- City of Green Forest, I/I Study for approximately 18 miles; Green Forest, AR

EDUCATION

- B.S., Civil Engineering, University of Arkansas

PROFESSIONAL REGISTRATIONS

- Professional Engineer: AR
- Board Certified Environmental Engineer (BCEE)

OLSSON EXPERIENCE

- 2018 to Present

OVERALL EXPERIENCE

- 1970 to Present

MICHELLE KING, PE

Associate Engineer | Water/Wastewater

PROJECT ROLE: WATER MODELING/MASTER PLANNING

EXPERIENCE SUMMARY

Michelle provides project engineering on water and wastewater projects. She has experience in developing reports, plans, and specifications for rural and municipal water and wastewater projects. Her responsibilities include analyzing data, writing preliminary engineering reports, and developing construction drawings and specifications.

RELEVANT EXPERIENCE

- City of Bentonville, Sewer Collection Analysis & Peak Flow Management Program; Bentonville AR
- City of Nixa, Water System Hydraulic Model Update; Nixa, MO
- City of Sedalia, Water and Sewer System Master Planning, Sedalia, MO
- City of Manhattan, Water and Sewer Master Plan; Manhattan KS
- City of Manhattan, Water Treatment Plant Booster Pump Station; Manhattan KS
- Great Plains Development Authority, Water Supply, Transmission, Distribution and Storage Improvements; Parsons, KS
- Village of Mead, Water Supply & Treatment Evaluation; Mead, NE
- City of Ozark, 17th Street Well Tank and Water System Improvements; Ozark, MO
- Carroll Boone Water District, Water Master Plan 2018; Eureka Springs, AR
- City of Prairie Grove, Hydraulic Model and Water System Improvements; Prairie Grove, AR
- City of Kansas City, KCMO Blue River South Water and Sewer System Design, ReplacementRehab; Kansas City, MO
- City of Ash Grove, Wastewater Collection System Report; Ash Grove, MO
- City of Rogersville, Southwest Waterline Extension (CDBG); Rogersville, MO
- Stone County PWSD 1, Water System Study; Stone County, MO
- City of Jasper, Wastewater System Engineering Report; Jasper, MO
- City of Green Forest, Sewer Collection Analysis & Peak Flow Managment Program; Green Forest, AR
- City of Richmond, Limited Water System Master Plan; Richmond MO

EDUCATION

- B.S., Environmental Engineering, Missouri University of Science and Technology

PROFESSIONAL REGISTRATIONS

- Professional Engineer: MO

OLSSON EXPERIENCE

- 2017 to Present

OVERALL EXPERIENCE

- 2016 to Present

BEN DAY, PE

Quality Control | Water/Wastewater

PROJECT ROLE: COST ESTIMATING/CONSTRUCTIBILITY

EXPERIENCE SUMMARY

Ben is a subject matter expert for Olsson water projects. He understands drinking water and wastewater projects from inception through construction. Ben will oversee cost estimating and constructability and put his valuable experience to work for the City of Bentonville.

RELEVANT EXPERIENCE

- City of Beatrice, Water System Hydraulic Model and Study; Beatrice, NE
- City of Beatrice, Water System Hydraulic Model Update and Study; Beatrice, NE
- City of Beatrice, Water Booster Pump Station Model and Study; Beatrice, NE
- City of Ceresco, Water System Hydraulic Model and Study; Ceresco, NE
- Village of Cortland, Water System Improvements Evaluation and Design; Cortland, NE
- City of DeWitt, Water System Hydraulic Model and Study; DeWitt, NE
- Village of Endicott, Water Treatment Facility PER Quality Control Manager; Endicott, NE
- City of Hickman, Water System Hydraulic Model and Study; Hickman, NE
- Lancaster County, Water System Hydraulic Model and Study; Malcolm, NE
- City of Milford, Project Engineer forWater System Hydraulic Model and Study; Mildford, NE
- City of Nebraska City, Water System Master Plan; Nebraska City, NE
- City of Nebraska City, Water System Modeling and Evaluation; Nebraska City, NE
- City of Nehawka, Water System Hydraulic Model and Study; Nehawka, NE
- City of Seward, Water System Hydraulic Model and Study; Seward, NE
- City of Sioux City, Water System Master Plan; Sioux City, IA

EDUCATION

- B.S., Civil Engineering, University of Nebraska-Lincoln

PROFESSIONAL REGISTRATIONS

- Professional Engineer: NE, KS, MN

CERTIFICATIONS/TRAINING

- Designing Vacuum and Pressurized Collection Systems
- Risk Assessment Methodology for Water Supply
- Water Distribution Modeling
- Fundamentals of Drinking Water Treatment

OLSSON EXPERIENCE

- 1997 to Present

OVERALL EXPERIENCE

- 1997 to Present

TIM DANNER, PE

Team Leader | Electrical

PROJECT ROLE: ELECTRICAL/HVAC

EXPERIENCE SUMMARY

Serving as an electrical team leader, Tim coordinates the actions of the mechanical and electrical team members to deliver quality results to clients. Tim's project knowledge, approachable demeanor, and mechanical/electrical design skill position him as a valuable resource for clients and designers. He manages projects throughout their life cycle and collaborates with clients to achieve satisfaction and relationship longevity.

RELEVANT EXPERIENCE

- City of Fayetteville, Township Pressure Plane Improvements; Fayetteville, AR
- City of Fayetteville, Markham 1-MG Tank Rehabilitation; Fayetteville, AR
- Missouri American Water, Well & Standpipe; Branson, MO
- Water Utilities Trust, WC-0873 Atoka Pipeline Raw Water Transmission Line; Oklahoma City, OK
- Water Utilities Trust, Sanitary Sewer WC-1009 Water Main; Oklahoma City, OK
- Garney Construction Franklin Co Rural Water District, Water Treatment Plant Design; Rantoul, KS
- Coastal FMC, On-Call Water Resources Services; Vernon County, MO
- Springdale Water Utility, Clear Creek Lift Station Upgrade; Springdale, AR
- City of Prairie Grove, Wastewater Treatment Facility Expansion; Prairie Grove, AR
- City Water & Light, Jonesboro Wastewater Treatment Facilities Evaluation & Improvements; Jonesboro, AR
- Caroll/Tulsa Metropolitan Utility Authority, Jewell Site Maintenance & Rehab; Tulsa, OK
- City of Sedalia, Main Street Lift Station; Sedalia, MO
- City of Bartlesville, Hydraulic Study Sub Basin TO2 & SO2; Bartlesville, OK
- City of Joplin, Tin Cup Equalization Basin Improvements; Joplin, MO
- City of Chickasha, Chickasha Wastewater Treatment Plant Generator WO 4; Chickasha, OK
- Fabcon Precast, Sedimentation Basin; Pleasanton, KS

EDUCATION

- B.S., Architectural Engineering, Kansas State University

PROFESSIONAL REGISTRATIONS

- Professional Engineer: AR, CA, ID, IL, KS, LA, MA, MD, MN, NC, ND, OK, TX, UT, VT, VA, WV, WI

OLSSON EXPERIENCE

- 2017 to Present

OVERALL EXPERIENCE

- 2000 to Present

WARREN HUMPHREY, PE

Vice President

PROJECT ROLE: INSTRUMENTATION & CONTROLS

EXPERIENCE SUMMARY

Warren is an engineer specializing in the application of technology solutions to aide in the operation, optimization, and management of process control systems. He leads a team of professionals in design, programming, and startup of these systems for a variety of markets. Warren's hands on experience with control hardware, software, and field installation provides unique and valuable insight into system design, constructability, and usefulness to the end user.

RELEVANT PROJECTS

- City of Fayetteville, Township Pressure Plan Improvements; Fayetteville, AR
- City of Fayetteville, East Service Area Improvements-CSII Construction Admin Services; Fayetteville, AR
- City Water and Light, Wastewater Treatment Facilities Evaluation and Improvements; Jonesboro, AR
- Specialized Real Estate Group, Markham Hill Development; Fayetteville, AR
- Crossland, Rogers Pollution Control Facility Train 2 Rehab; Rogers, AR
- City of Prairie Grove, Wastewater Treatment Facility Expansion; Prairie Grove, AR
- Village of DeWitt, DeWitt Municipal Water Well, DeWitt, NE
- City of Waverly, Waverly Municipal Well 2003; Waverly, NE
- City of Geneva, Community Water Well; Geneva, NE
- City of Geneva, Community Water Well II; Geneva, NE
- City of Fairbury, Crystal Springs Water Treatment Plant Imrovements; Fairbury, NE
- Sioux City, Southbridge Water Treatment Plant; Sioux City, IA
- City of Hickman, Water Treatment Plant and Water Mains; Hickman, NE
- City of Lincoln,Vine Street West Pump Station Electrical and Pumping Improvements; Lincoln, NE

EDUCATION

- B.S., Electrical Engineering, University of Nebraska-Lincoln
- M.S., Engineering Management, University of Kansas

PROFESSIONAL REGISTRATIONS

- Professional Engineer: NE, KS, MO, ID

OLSSON EXPERIENCE

- 2001 to Present

OVERALL EXPERIENCE

- 1993 to Present

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC IN THE AMOUNT OF TWO HUNDRED THIRTY THOUSAND DOLLARS ($230,000.00) TO UPDATE THE CITY OF BENTONVILLE'S WATER MASTER PLAN; AMENDING THE 2022 BUDGET TO FUND THIS AGREEMENT THROUGH A TRANSFER FROM WATER UTILITIES RESERVES TO ACCOUNT NO. 503020-43410, PROFESSIONAL SERVICES/OTHER; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires professional services related to updating the City's Water Master Plan;

WHEREAS, Garver, LLC was selected for this service pursuant to the City of Bentonville's selection process in accordance with state law; and

WHEREAS, a budget adjustment in the amount of thirty thousand dollars ($30,000.00) is required in order to fund this contract.

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

Section 1**:** That the Mayor and City Clerk be and are hereby authorized to enter into a Professional Services Agreement with Garver, LLC. In the amount of two hundred thirty thousand dollars ($230,000.00) to update the City of Bentonville's Water Utilities Master Plan;

Section 2**:** That a budget adjustment from Water Utilities Reserves should be and the same is hereby approved as set forth below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503020	43410	Professional Services / Other		$ 30,000.00
		Totals	$ -	$ 30,000.00
		Net Impact on Fund Balance	$	(30,000.00)

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

Agenda Item Form

Date of City Council Meeting	**7/12/2022**
Department	**Electric**
Submitted by	**Traivs Matlock**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution authorizing the Mayor and City Clerk to enter into an agreement with SWEPCO to modify the Delivery Point Agreement for the Point of Delivery #7 (I Sub) associated with the expansion of I Sub. Approved by Utility Board 4-0.

Estimated Cost	**$50,000.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

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

M E M O R A N D U M

DATE: July 12, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Revised POD #7 DPA**

Electric Dept. staff recommends entering into a revised Delivery Point Agreement (DPA) with SWEPCO for the revision of Point of Delivery (POD) #6 that feeds Substation I associated with the expansion of the Substation (addition of 2nd transformer and associated breakers). The charges listed in the appendix of the DPA are engineering estimate and Bentonville will only be charged the actual costs of installations, with no money due up front.

With the upsizing of Substation I, there will need to add a second set of meters at the substation and changes to the month charges listed on the interconnection agreement. In order for SWEPCO to begin the engineering required for the upgrades, Bentonville and SWEPCO need to enter into this agreement.

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

Approved by Utility Board 4-0.

SUBSTATION I DELIVERY POINT AGREEMENT

This **Substation I Delivery Point Agreement** (the "Agreement") is entered into as of ___ _____, 20__ (the "Execution Date") by and among Southwestern Electric Power Company, a [Delaware corporation ("SWEPCO"), American Electric Power Service Corporation as agent for Southwestern Electric Power Company, as agent for City of Bentonville, Arkansas ("AEPSC"), and City of Bentonville, Arkansas ("Bentonville") a municipal corporation, organized and existing under the laws of the State of Arkansas. AEPSC and Bentonville may be referred to collectively as "Customers". SWEPCO, AEPSC, and Bentonville may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Parties desire to expand the Bentonville Substation I as described in Schedule 3.1 (such activity being herein called the "Project").

B. The Project will be undertaken within the Southwest Power Pool ("SPP") region.

C. Customer and SPP are parties to a Network Integration Transmission Service Agreement, SPP SA# 1606 ("NITSA"). SPP, American Electric Power Service Corporation, as agent for Bentonville, and SWEPCO are parties to a Network Operating Agreement attached to NITSA ("NOA").

AGREEMENTS

NOW, THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS; RULES OF CONSTRUCTION

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

1.2. Rules of Construction. Unless the context of this Agreement requires otherwise, the plural includes the singular, and the singular includes the plural. The words "include," "includes" and "including" are not limiting and have the inclusive meaning of "including without limitation." The words "hereof," "herein," "hereby," "hereunder" and other similar terms of this Agreement refer to this Agreement as a whole and not exclusively to any particular provision of this Agreement. All pronouns and any variations thereof will be deemed to refer to masculine, feminine, or neuter, singular, or plural, as the identity of the Person or Persons may require. Unless otherwise expressly provided, any agreement, instrument, or Applicable Law defined or referred to herein means such agreement or instrument or Applicable Law as from time to time amended, modified, or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Applicable Law) by succession of comparable successor law and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein. A reference to a Party includes its successors and permitted assigns. This Agreement is the result of negotiations between, and has been reviewed by, the Parties, and their respective counsel have had the opportunity to review this Agreement.

Accordingly, this Agreement shall be deemed to be the product of all Parties hereto, and no ambiguity shall be construed in favor of or against any Party.

2. EFFECTIVE DATE; TERM; TERMINATION

2.1. Effective Date. AEP shall file this Agreement with the Commission and Customers agree to cooperate with AEP and provide reasonable assistance to AEP in such filing and proceedings related thereto. This Agreement shall become effective on the date deemed effective by the Commission ("Effective Date"). However, if the Commission or any reviewing court, in such order or in any separate order, suspends this Agreement or any part thereof, institutes an investigation or proceeding under the provisions of the Federal Power Act with respect to the justness and reasonableness of the provisions of this Agreement or any other agreement referred to or contemplated by this Agreement, or imposes any conditions, limitation or qualifications under any of the provisions of the Federal Power Act which individually or in the aggregate are determined by AEP or Customers to be adverse to it, then either AEP or Customers may terminate this Agreement upon written notice to the other Party. Alternatively, the Parties can agree that this Agreement should remain in effect, with each Party retaining its rights to address any relevant order, including seeking to negotiate with the other Party an amendment to this Agreement.

2.2. Term. The term of this Agreement shall commence on the Effective Date and unless earlier terminated pursuant to Section 2.3, shall terminate sixty (60) Calendar Days following the completion of all Work as provided for hereunder and satisfaction of all payment obligations of the Parties with respect to the Work.

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

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

2.3.2. Either Customers or AEP may terminate this Agreement as provided in Section 2.1.

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

2.3.4. Either Customers or AEP may terminate this Agreement for default as provided in Section 8.2.

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

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

3. DEVELOPMENT OF THE PROJECT

3.1. Scope of Work. The "Work" with respect to the Project is described in Schedule 3.1 and any attachments referenced therein, and includes the provision of all design, engineering, construction, site preparation, excavation, acquisition of land rights, labor, materials, supplies, equipment supervision, testing, acquisition of Governmental Approvals and other activities necessary or appropriate for the completion of the Project in accordance with this Agreement.

3.2. Obligations of the Parties.

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

3.2.2. Each Party will perform its obligations with respect to the Work for which it is responsible consistent with Applicable Law, applicable Governmental Approvals, and Good Utility Practice. Unless otherwise mutually agreed, each Party will construct its Project facilities consistent with the Connection Requirements. EXCEPT AS PROVIDED HEREIN, EACH PARTY HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE PERFORMANCE.

3.3. Completion and Commissioning of the Project Facilities. The Parties will use commercially reasonable efforts in accordance with the standards of performance set forth in Section 3.2.2 to have the Project facilities ready for service by the "Projected In-Service Date" set out in Schedule 3.1 or any other date to which the Parties may subsequently agree in writing. The Projected In-Service Date will be extended to reflect any delays as a result of Force Majeure and extended to reflect any suspension of the Work as provided for and in accordance with the provisions of this Agreement. The Parties will coordinate the timing and implementation of the

final connection and energization of the circuitry for the Project facilities, and reasonably cooperate with one another to complete such activities.

3.4. Direct Assignment Facilities. The table in Schedule 3.1 identifies the facilities in the scope of Work. Estimates of such costs are set forth in the applicable column of that table if directly assigned to the Customer. Those facilities will be considered "Direct Assignment Facilities" as defined in the SPP Tariff.

3.5. Access and Land Rights.

3.5.1. Each Party hereby gives the other Parties the right, when accompanied by an authorized representative of the owner, to enter its premises at all reasonable times for the purpose of completing work in accordance with this Agreement. Each Party hereby grants to the other Parties the right to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove all facilities and equipment which may be reasonably necessary for the Parties to perform their obligations in accordance with this Agreement. In exercising the right of access, the accessing Party shall not unreasonably disrupt or interfere with the normal operation of the owner and shall adhere to the safety rules and procedures established for the premises.

3.5.2. Upon request of an accessing Party, each Party shall grant to the other Parties, without cost, any easements across property that it owns in fee, or assignments of easements across property to which it holds easement rights, to the extent reasonably necessary for the Parties to perform their obligations in accordance with this Agreement.

3.5.3. No Party will directly or indirectly do or permit any act or omission that would give rise, with respect to any obligation of such Party or any of its affiliates, subcontractors, or suppliers, to any lien or encumbrance on any real property interest or other property held by the other Party. A Party that becomes aware of any such lien or encumbrance on the property of the other Party shall promptly (a) notify the other Party and (b) at its own expense, take such action as may be necessary to duly discharge such lien or encumbrance.

4. COSTS

4.1. Responsibility for Costs.

4.1.1. Schedule 3.1 of Exhibit 1 sets forth the allocation of the responsibility for costs of the Work between the Parties and may contain either initial fixed charges or estimates of the costs of the AEP Work. With respect to cost estimates, such estimates are for informational purposes only. Customer Work is the cost responsibility of the Customer. With respect to Work for which Customer is responsible and which is not subject to a fixed charge, the costs for AEP Work under this Agreement will include all reasonable

costs, charges, and expenses incurred by AEP in connection with the Work, including the costs of materials, equipment, and supplies from third parties, the costs of materials and equipment withdrawn from AEP's internal inventories (or those of its affiliates), transportation and storage costs, internal payroll and payroll loading factors, travel expenses, overhead factors, other internal costs, third party expenses, sales and use taxes if applicable, and fees and costs for Governmental Approvals.

4.1.2. If this Agreement, or the Work hereunder, is terminated before the Project facilities are placed in service, then in addition to (but without duplication of) costs otherwise to be borne by Customers, Customers will bear all costs theretofore, thereby, or thereafter incurred by AEP with respect to the Work to the extent that such costs are not included in AEP's transmission rate base. In the case of such termination, Customers shall, at its cost, also be required to clean up, and at AEP's request remove, any Work it has performed on AEP's property.

4.1.3. If the Project facilities are placed in service, but any portion of such costs are expressly found by appropriate Governmental Authority to be not includible in AEP's transmission rate base, Customer will bear all such disallowed costs as costs for Direct Assignment Facilities, except to the extent that the AEP-owned Facilities are placed in service to serve a customer other than Customers.

4.1.4. If Customers in good faith disputes the charges with respect to the Direct Assignment Facilities under this Agreement, Customers will (a) explain the basis for the dispute in writing to AEP within fifteen (15) Calendar Days of the date of the invoice and (b) without prejudice to its claim for refund of any disputed amount, pay the entire portion of the invoiced amount on or before the due date stated on the invoice. Any such disputes as to such invoices shall be resolved pursuant to Section 12 (Dispute Resolution) of the SPP Tariff, as modified by the immediately preceding sentence. If the determination of such dispute resolution process is that AEP is required to refund any portion of the disputed amount, AEP shall promptly refund such amount, with interest computed in accordance with 18 C.F.R. §35.19a(a)(2). Nothing herein affects or prejudices the true-up to actual costs provided for in Section 4.2.

4.2. Information and True Up Concerning Costs.

4.2.1. Upon reasonable advance notice, Customer shall have the right to review information concerning costs related to the Direct Assignment Facilities as is reasonably necessary to verify that AEP's charges have been incurred in accordance with this Agreement. Any review or audit of AEP accounts and records shall be conducted by Customer during regular business hours at the applicable AEP office(s). Customer will not have the right to examine the records pertaining to a particular invoice unless written notice of the examination is given within twenty four (24) months of the date of

such invoice. Information obtained by Customer from AEP pursuant to this section shall be considered Confidential Information of AEP subject to the confidentiality provisions of Article 9 hereof regardless of whether such information is marked as confidential.

4.3. Tax Treatment of Costs.

4.3.1. In the event that AEP determines that a Customer payment to AEP for the construction of AEP-owned facilities is a contribution in-aid of construction ("CIAC"), the Customer shall reimburse AEP for the tax effect of such CIAC (a "Tax Effect Recovery Factor" or "TERF"), where such payment is considered taxable income and subject to income tax under the Internal Revenue Service ("IRS") and/or a state department of revenue ("State") requirements. The TERF shall be computed consistent with the methodology set forth in *Ozark Gas Transmission Corp*., 56 F.E.R.C ¶ 61,349 (1991) as reflected in the following formula: TERF = (Current Tax Rate x (Gross Income Amount - Present Value of Tax Depreciation))/(1-Current Tax Rate). The Present Value Depreciation amount shall be computed by discounting AEP's anticipated tax depreciation deductions with respect to the constructed property by AEP's current weighted average cost of capital. If, based on current law, AEP determines such contribution by the Customer shall not be taxable, AEP will not charge a TERF; however, in the event that such contribution is later determined by the IRS or State tax authority to be taxable, the Customer shall reimburse AEP, the amount of the TERF, including any interest and penalty charged to AEP by the IRS and/or State. Such reimbursement is due within thirty (30) Calendar Days of the date upon which AEP notifies the Customer of such determination.

4.3.2. At Customer's request and expense, AEP shall file with the IRS a request for a private letter ruling as to whether any CIAC paid, or to be paid, by Customer to AEP is subject to federal income taxation. Customer will prepare the initial draft of the request for a private letter ruling, and will certify under penalties of perjury that all facts represented in such request are true and accurate to the best of Customer's knowledge. AEP and Customer shall cooperate in good faith with respect to the submission of such request. AEP shall keep Customer fully informed of the status of such request for a private letter ruling and shall execute either a privacy act waiver or a limited power of attorney, in a form acceptable to the IRS that authorizes Customer to participate in all discussions with the IRS regarding such request for a private letter ruling. AEP shall allow Customer to attend all meetings with IRS officials about the request and shall permit Customer to prepare the initial drafts of any follow-up letters in connection with the request.

4.3.3. If Customer shall have reimbursed AEP for the TERF, upon request by Customer and at Customer's expense, AEP shall contest the taxability of such CIAC; provided, however, that AEP shall not be required to contest such taxability if AEP waives the payment by Customer of any amount that might otherwise be payable by Customer under this Agreement in respect of such determination.

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

5. INDEMNIFICATION

5.1. Parties' Indemnification. To the extent permitted by Applicable Law, each Party (an "Indemnifying Party") shall indemnify, defend (if the Indemnifying Party exercises its right to defend in accordance with Section 5.2), and hold harmless the other Parties and each of the other Parties' affiliates, and each of their respective directors, managers, officers, employees, agents and contractors (each an "Indemnified Person") for any personal injuries suffered by third parties or damage to a third parties's tangible property, arising out of, in connection with, or resulting from, the performance by the Indemnifying Party of its obligations pursuant to this Agreement (each, a "Loss"), but only to the extent such injuries or damage are caused by a breach of this Agreement by, or the negligence or willful misconduct of, the Indemnifying Party or its officers, employees, agents or contractors. If any Loss is caused by the joint or concurrent actions or omissions of the Parties or their affiliates (or their respective officers, employees, agents, or contractors), the Parties will bear the Loss in proportion to their or their affiliates' (or their respective officers', employees', agents' or contractors') degree of responsibility for the Loss. Further, to the extent that a Parties' immunity as a complying employer, under the worker's compensation and occupational disease laws of the state where the Work is performed, might serve to bar or affect recovery under or enforcement of the indemnification otherwise granted herein, each Party hereby waives such immunity.

5.2. Indemnification Procedures. Promptly after receipt by an Indemnified Person of any claim, demand or notice of the commencement of any suit, action, administrative or legal proceeding, or investigation as to which the indemnity provided for in this Article 5 may apply (each an "Indemnified Claim"), the Indemnified Person shall notify the Indemnifying Party of such fact. Any failure of or delay in such notification shall not affect an Indemnifying Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party. The Indemnifying Party will have the right to control the defense and settlement of such Indemnified Claim with counsel reasonably acceptable to the Indemnified Person; provided that (a) the Indemnified Person may retain counsel at its expense to assist in the defense and settlement of such Indemnified Claim, and (b) the Indemnifying Party shall not settle or make a plea with respect to any Indemnified Claim without the Indemnified Person's prior written consent.

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

6. LIMITATION OF LIABILITY

6.1. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, EXCEPT AS SET FORTH BELOW IN THIS ARTICLE 6, NO PARTY SHALL BE LIABLE UNDER ANY PROVISION OF, OR BASED ON, THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUE, LOSS OF BUSINESS, LOSS OF USE OF EQUIPMENT, COST OF CAPITAL, OR DAMAGE TO REPUTATION OR RELATIONS) WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY LIABILITY, OR ANY OTHER THEORY OF LIABILITY EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. HOWEVER, THE PRECEDING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT SUCH DAMAGES (OTHER THAN EXCLUDED DAMAGES (AS DEFINED BELOW)) ARE CLAIMED BY A THIRD PARTY IN A THIRD PARTY PROCEEDING FOR WHICH THE INDEMNIFYING PARTY HAS AN OBLIGATION OF INDEMNIFICATION TO AN INDEMNIFIED PERSON UNDER SECTION 5.1 OF THIS AGREEMENT. "EXCLUDED DAMAGES" SHALL MEAN DAMAGES OF ANY TYPE THAT A THIRD PARTY IS NOT ENTITLED TO RECOVER FROM AN INDEMNIFIED PERSON FOR OR IN CONNECTION WITH THE LOSS IN ACCORDANCE WITH THE TERMS OF THE INDEMNIFIED PERSON'S OR ITS AFFILIATES' RETAIL TARIFFS, CUSTOMER AGREEMENT OR OTHER CONTRACTUAL ARRANGEMENT.

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

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7. FORCE MAJEURE

7.1. Effect of Force Majeure. In the event that any Party is rendered unable by reason of an event of Force Majeure occurring or arising without the fault or negligence of such Party, to perform, wholly or in part, any obligation or commitment set forth in this Agreement, then the obligations of such Party (except for the obligation to pay sums of money owing hereunder for periods prior to the event of Force Majeure) shall be suspended to the extent of such Force Majeure condition, and such Party shall not be deemed to be in default of this Agreement, for the period of such Force Majeure condition. A Party's lack of funds shall not be an event of Force Majeure. An adjustment shall be made to the Projected In-Service Date as the result of an event of Force Majeure in accordance with Section 3.3 hereof.

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

7.3. Labor Disputes. No Party will be required by this Agreement to settle any strike, walkout, lockout, or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood that the settlement of strikes, walkouts, lockouts, or other labor disputes will be at the sole discretion of the Party having the difficulty.

8. DEFAULT AND REMEDIES

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

8.1.1. As to Customers, upon the Customers' failure to promptly pay any amount due hereunder within ten (10) Calendar Days following written notice of delinquency;

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

8.1.3. As to a Party, if such Party fails to fully cure its breach of any other obligation under this Agreement within twenty (20) Calendar Days following written notification of such breach or such longer period, not to exceed a total cure period of one hundred eighty (180) Calendar Days, as may be reasonably necessary to cure such breach, provided that such Party has commenced and is diligently pursuing such cure; or

8.1.4. As to a Party if it becomes Insolvent.

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

8.3. Other remedies.

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

8.3.2. Whether or not a Party suspends performance of its obligations under, or terminates, this Agreement as a result of an Event of Default, such Party will have the right to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity due to such Event of Default, subject to the limitations of Article 6.

9. CONFIDENTIALITY

9.1. Confidential Information. For purposes of this Agreement, a Party's "Confidential Information" consists of information possessed by that Party which is confidential and commercially valuable and which is specifically identified to the other Party as "confidential". For purposes of this Agreement, a Party (the "Receiving Party") will be deemed to have received Confidential Information of the other Party (the "Disclosing Party") if such Confidential Information is by any means disclosed or delivered to the Receiving Party or any of its or its Affiliates' equity owners, governing persons, officers, employees, advisors, attorneys, agents, or prospective or actual lenders or investors (its "Representatives"). Confidential Information will not include any information which the Receiving Party can demonstrate (a) has become available to the public through no breach of this Agreement; (b) was previously known by the Receiving Party without any obligation to hold it in confidence; (c) was received on a non-confidential basis from a third party free to disclose such information without restriction; or (d) was independently developed by the Receiving Party without the use of Confidential Information of the Disclosing Party.

9.2. Disclosure. Each Party hereto agrees that it shall hold in strict confidence and shall not disclose or use any Confidential Information belonging to the Disclosing Party for the period ending eighteen (18) months after the date of receipt of the Confidential Information. The Receiving Party may disclose Confidential Information to its Representatives for purposes of pursuing the Work and meeting its obligations and exercising its rights hereunder, provided that the Representatives shall be informed of the confidentiality obligations provided herein. Each Party agrees to be responsible for any breach of the confidentiality obligations under this Agreement by its Representatives.

9.3. Exclusions. Notwithstanding anything to the contrary in this Article 9, Confidential Information will not include information that: (a) has become part of the public domain other than by acts or omissions of the Receiving Party or its Representatives, (b) to Receiving Party's knowledge, has been furnished or made known to the Receiving Party by third Persons (other than those acting on behalf of the Disclosing Party) as a matter of legal right and without relevant restriction on disclosure or use, (c) was in the Receiving Party's possession prior to disclosure by the Disclosing Party and was not previously acquired by the Receiving Party or its Representatives directly or indirectly from the Disclosing Party, or (d) is independently developed by Representatives of the Receiving Party without access to Confidential Information.

9.4. Required Disclosures. If a Receiving Party is required pursuant to Applicable Law or otherwise becomes legally compelled to disclose any of the Confidential Information or the fact that the Confidential Information has been made available to it, such Receiving Party shall (unless prohibited by Applicable Law from doing so) promptly notify the Disclosing Party in order that the Disclosing Party may seek a protective order or such other remedy as the Disclosing Party may

consider appropriate in the circumstances. In any event, the Receiving Party may disclose only that portion of the Confidential Information which such Receiving Party is legally required to disclose in the judgment of the Receiving Party's legal counsel without any liability to the Disclosing Party hereunder and such disclosure shall not be a breach of this Article 9.

9.5. Return or Destruction. The Receiving Party, upon written request from the Disclosing Party, shall promptly return or destroy all Confidential Information in its possession and the Receiving Party shall destroy its Evaluation Materials. If requested by the Disclosing Party, the Receiving Party shall provide the Disclosing Party with a certification that all Confidential Information and Evaluation Material have either been returned or destroyed, as applicable. The return or destruction of the Confidential Information shall not extinguish any rights or obligations under this Agreement with respect to the Confidential Information. Notwithstanding the foregoing, the Receiving Party shall not be required to purge any historical backup media and may retain one or more copies of the Confidential Information solely for archival purposes and as required by Applicable Law.

9.6. Survival. The provisions of this Article 9 shall survive a termination of this Agreement.

10. SCOPE; RELATIONSHIP TO OTHER AGREEMENTS

10.1. Scope of Agreement. This Agreement provides for the Parties to construct facilities to implement a delivery point. This Agreement does not provide for any other services and neither AEP nor Customers agree hereunder to provide any other services.

10.2. Conflicts. In the event of a conflict between this Agreement and the NITSA, the terms of this Agreement shall govern.

10.3. Agreement Updates. After completion of the Project, the Parties agree to amend the NITSA as needed to reflect the activities performed under this Agreement with respect to the Delivery Point.

11. GENERAL

11.1. Regulatory Authorities. This Agreement is made subject to the jurisdiction of any Governmental Authority having jurisdiction in the premises. Nothing contained in this Agreement shall be construed as affecting in any way the right of a Party, as the case may be, to unilaterally file with the Commission an application for a change in rates, charges, classification, service or any rule, regulation or contract relating thereto under Section 205 or 206 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

11.2. Notices. Any notice that is required or permitted under this Agreement may be given by personal delivery to the Party entitled thereto, by e-mail (with confirmation of receipt), by any courier service which guarantees overnight, receipted delivery, or by U.S. Certified or registered mail, return receipt requested, addressed to the Party entitled thereto, at the following addresses. Any Party may change its address or email for notice by written notice to the other Parties in accordance with this Section. Such change will not necessitate a filing under Section 205 of the Federal Power Act.

If to Customer: American Electric Power Service Corporation
Vice President Market Operations
1 Riverside Plaza
Columbus, OH 43215
e-mail: blhairgrove@aep.com

with copy to: City of Bentonville
Position/Title
Address
City State Zip
Email:

If to AEP: Director, System Interconnections
American Electric Power Service Corporation
212 East 6th Street
Tulsa, OK 74119
e-mail: rlpennybaker@aep.com
spprequest@aep.com

with copy to: John W. Seidensticker
Senior Counsel
American Electric Power Service Corporation
1 Riverside Plaza
Columbus, OH 43215
e-mail: jwseidensticker@aep.com
legalnoticesinterconnections@aep.com

11.3. Interest on Overdue Amounts. Except as otherwise provided in Section 4.1.4, any amount due to a Party under this Agreement will earn interest accruing daily from the deadline for payment thereof until paid at the lesser of (i) an annual rate equal to the Prime Rate from time to time plus 2 percentage points, or (ii) the maximum rate allowed by Applicable Law. This provision will not be interpreted to preclude AEP from also including in its reimbursable costs an amount to compensate AEP for the time value of advances made by it.

11.4. Assignment. Except as otherwise provided in this Agreement, no Party may assign any of its rights or delegate any of its duties under this Agreement to any person without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. No assignment of this Agreement shall relieve the assignor of any obligation, duty or liability arising hereunder prior to such assignment. No Party's obligations shall be enlarged, in whole or in part, by reason of an assignment of this Agreement.

11.5. Merger and Integration; Binding on Successors; No Third Party Beneficiaries. This Agreement sets out the entire understanding of the Parties with respect to the matters it purports to cover and supersedes all prior communications, agreements, and understandings, whether written or oral, concerning such matters. No Party will be liable or bound to any Party in any manner by any warranties, representations, or covenants other than those set forth in or

incorporated into this Agreement. The terms and conditions of this Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

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

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

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

11.9. Multiple Counterparts. This Agreement may be executed by the Parties in multiple original counterparts, and each such counterpart will constitute an original hereof, but all of which together will constitute one instrument. An executed copy of this Agreement, and any amendments hereto, to the extent signed and delivered by means of an attachment to an electronic mail message in "pdf" or similar format, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof.

11.10. No Partnership. Nothing contained herein shall be deemed to create an association, joint venture, partnership, or principal/agent relationship between the Parties hereto or impose any partnership obligation or liability on either Party. No Party shall have any right, power or authority to enter into any agreement or commitment, act on behalf of, or otherwise bind the other Party in any way.

[The next page is the signature page.]

Executed to be effective as provided above:

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

EXHIBIT 1.1

DEFINITIONS

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

	TERM	DEFINITION
1.	AEP	As defined in the first paragraph.
2.	AEP Tariff	Open Access Transmission Service Tariff of the American Electric Power System, on file with and accepted by the Commission.
3.	Agreement	As defined in the first paragraph.
4.	Applicable Law	Any statute, law, ordinance, executive order, rule, or regulation (including a regulation that has been formally promulgated in a rule making proceeding but, pending final adoption, is in proposed or temporary form having force of law); guideline, or notice having force of law; or approval, permit, license, franchise, judgment, order, decree, injunction, or writ of any Governmental Authority applicable to a specified Person or specified property, as in effect from time to time. Applicable Law will include the requirements of NERC.
5.	Calendar Day	Any day whatsoever, including any weekday, Saturday, Sunday or holiday. However, should the last day of a period of time or number of Calendar Days computed as Calendar Days in accordance with this Agreement be a Saturday, Sunday or holiday, then the next day which is not a Saturday, Sunday or holiday is the last Calendar Day in such period.
6.	CIAC	As defined in Section 4.3.1.
7.	Commission	Federal Energy Regulatory Commission.
8.	Confidential Information	As defined in Section 9.1.

	TERM	DEFINITION
9.	Connection Requirements	American Electric Power document entitled, "Requirements for Connection of New Facilities or Changes to Existing Facilities Connected to the AEP Transmission System" as may be amended from time to time.
10.	Customers	As defined in the first paragraph.
11.	Delivery Point	Facilities that connect the Customers' (or its members') power delivery facilities to the AEP power delivery facilities.
12.	Direct Assignment Facilities	As defined in Section 3.4.
13.	Disclosing Party	As defined in Section 9.1.
14.	Effective Date	As defined in Section 3.4.
15.	Evaluation Materials	Notes, reports, or other documents that reflect, interpret, evaluate, include or are derived from a Party's Confidential Information.
16.	Event of Default	As defined in Section 8.1.
17.	Execution Date	As defined in the first paragraph.
18.	Federal Power Act	16 U.S.C. §791a *et. seq.*
19.	Force Majeure	As defined in the first sentence of Section 10.1 of the AEP Tariff.

	TERM	DEFINITION
20.	Good Utility Practice	Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good utility practice is not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include acceptable practices, methods, and acts generally accepted in the region.
21.	Governmental Approvals	Permits, consents, licenses, franchises, certificates, authorizations, registrations, or waivers, extensions, renewals, or variances relating thereto, in each case issued by any Governmental Authority, and filings with or notices to any Governmental Authority.
22.	Governmental Authority	Any federal, state, foreign, tribal, local, or municipal governmental body; and any governmental, regulatory, or administrative agency, commission, body, agency, instrumentality, or other authority exercising or entitled to exercise any executive, judicial, legislative, administrative, regulatory, or taxing authority or power, including any court or other tribunal. Governmental Authority will include NERC.
23.	Governmental Authority	Any federal, state, foreign, tribal, local, or municipal governmental body; and any governmental, regulatory, or administrative agency, commission, body, agency, instrumentality, or other authority exercising or entitled to exercise any executive, judicial, legislative, administrative, regulatory, or taxing authority or power, including any court or other tribunal. Governmental Authority will include NERC.
24.	Indemnified Claim	As defined in Section 5.2.
25.	Indemnified Person	As defined in Section 5.1.

	TERM	DEFINITION
26.	Indemnifying Party	As defined in Section 5.1.
27.	Insolvent	A Person is "Insolvent" if such Person admits in writing its insolvency or bankruptcy, or commences a voluntary (or becomes subject to an involuntary) case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, or sequestrator (or other similar official) of such Person or of any substantial part of its property, or makes an assignment for the benefit of creditors, or fails generally to pay its debts as such debts become due, or takes corporate action in furtherance of any of the foregoing.
28.	IRS	As defined in Section 4.3.1.
29.	Loss	As defined in Section 5.1.
30.	NERC	North American Electric Reliability Corporation or its successor.
31.	NITSA	As defined in Recital C.
32.	NOA	As defined in Recital C.
33.	Party or Parties	As defined in the first paragraph.
34.	Person	Any individual, corporation, partnership, limited liability company, other business organization of any kind, association, trust, or governmental entity, agency, or instrumentality.
35.	Prime Rate	A floating rate equal to the prime commercial lending rate from time to time as indicated in rates published in the *Wall Street Journal* or, if no such rate is published in the *Wall Street Journal*, in another public source reasonably designated by the creditor Party.
36.	Project	As defined in Recital A.

	TERM	DEFINITION
37.	Projected In-Service Date	As defined in Section 3.3..
38.	PSO	As defined in the first paragraph.
39.	Receiving Party	As defined in Section 9.1.
40.	Representatives	As defined in Section 9.1.
41.	State	As defined in Section 4.3.1.

SCHEDULE A

SUBSTATION I PROJECT

1. Description of Project

SWEPCO will install 12.47 kV meter transformers and a meter on the low side of the Customer's transformer at Substation I served by SWEPCO's Greenhouse Road substation on SWEPCO's Flint Creek to East Centerton 161 kV transmission line. SWEPCO's CTs/PTs will be installed on the Customer's stand/structure at Customer's Substation I.

Customer to install new 161 circuit breaker and 18/24/30 MVA 161/12.47 kV transformer at Customer's Substation I. Customer will provide stand/structure for SWEPCO to install CTs/PTs at Substation I.

2. Delivery Point Location

The Delivery Point will be located in Benton County, Arkansas.

3. Projected In-Service Date

The Projected In-Service Date for the Delivery Point is eight-and-a-half (8.5) months after the Effective Date, provided that the last two months of construction are not during AEP's peak load season (June-September).

4. Metering

SWEPCO will install 12.47 kV meter transformers in Substation I. Customer will provide space for SWEPCO to install a meter and meter transformer.

5. Charges

5.1. After the Direct Assignment Facilities are placed in service, AEP shall determine the total actual installed cost of such facilities. AEP shall issue an invoice to Customer for the actual cost of such Direct Assignment Facilities including applicable gross-up for taxes. Customer agrees to pay such invoice within thirty (30) Calendar Days of receipt.

5.2. Customer shall pay a monthly charge for the Direct Assignment Facilities ("Monthly Facilities Charge") in accordance with Section 8 of Attachment 1 of the NITSA. The Monthly Facilities Charge will cover the meter installation work identified and ongoing operation, maintenance, administrative and general expenses and taxes for the Direct Assignment Facilities. The Monthly Facilities Charge shall be calculated based on the actual costs incurred by AEP and shall take into account the payment made by Customer pursuant to Section 4.1.3 above, and will thus be a net charge. The net Monthly Facilities Charge shall be effective the first day of the calendar month following the in-service date of the Direct Assignment Facilities, but will not be invoiced until the actual costs of the Direct Assignment Facilities are known and FERC has accepted the revisions to the Customer NITSA discussed below. The accumulated

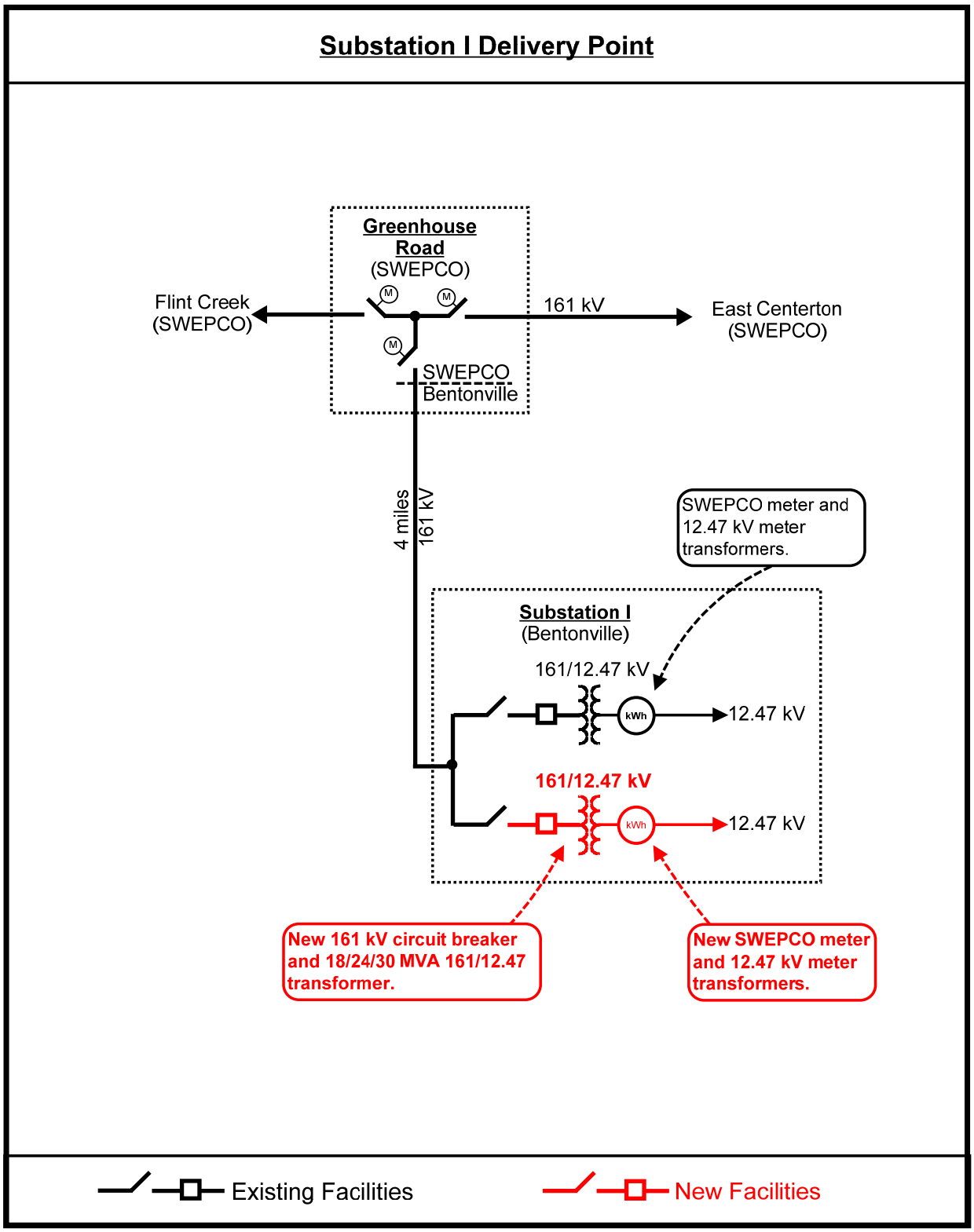
amount of net Monthly Facilities Charges (i.e., starting with the first day of the calendar month following the in-service date of the Direct Assignment Facilities and ending with the last day of the month of the proposed effective date of the updated Customer NITSA ("Accumulated Monthly Facilities Charges") will be submitted in a future FERC filing made by SPP to update the Customer NITSA to reflect the addition of the Delivery Point and revise Appendix 4 to Attachment 1. Within thirty (30) Calendar Days of FERC accepting the updated Customer NITSA, AEP will invoice Customer for, and Customer shall have thirty (30) Calendar Days to pay, the Accumulated Monthly Facilities Charges together with the net Monthly Facilities Charge for the month starting after the month in which the proposed effective date of the updated NITSA falls, assuming the proposed effective date is the actual effective date of the Customer NITSA update. If the proposed effective date of the updated Customer NITSA, is not the same date as the actual effective date of the updated Customer NITSA, AEP will make any necessary filing to reflect the intent of this paragraph to collect the accumulated amount of net Monthly Facilities Charges.

6. Scope of Work

PROJECT FACILITIES CONSTRUCTED BY AEP				
Element of the Work	**Party to Own, Operate and Maintain the Project Facilities Resulting from this Element**	**Party Responsible for Costs of this Element (Subject to the Provisions of Section 4.1.5 and 4.1.7)**	**Estimated Cost**	**Estimated Amount Directly Assigned to Customer**
a. SWEPCO will install a meter in Customer's Substation I, and CTs/PTs on Customer's installed stand/structure.	AEP	Customer	$50,000	$50,000
b.				
c.				
d.				
TOTAL COST FOR PROJECT FACILITIES CONSTRUCTED BY AEP			$50,000	$50,000

PROJECT FACILITIES CONSTRUCTED BY CUSTOMER			
Element of the Work	**Party to Own, Operate and Maintain the Project Facilities Resulting from this Element**	**Party Responsible for Costs of this Element (Subject to the Provisions of Section 4.1.7)**	
a. Install new 161 kV circuit breaker and 18/24/30 MVA 161/12.47 kV transformer.	Customer	Customer	
b. Install stand/structure for SWEPCO to install CTs/PTs.	Customer	Customer	
c.			

FIGURE 1


Substation I Delivery Point
Greenhouse Road
(SWEPCO)
Flint Creek
(SWEPCO)
161 kV
East Centerton
(SWEPCO)
SWEPCO
Bentonville
4 miles
161 kV
SWEPCO meter and 12.47 kV meter transformers.
Substation I
(Bentonville)
161/12.47 kV
kWh
12.47 kV
161/12.47 kV
kWh
12.47 kV
New 161 kV circuit breaker and 18/24/30 MVA 161/12.47 transformer.
New SWEPCO meter and 12.47 kV meter transformers.
Existing Facilities
New Facilities

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH SWEPCO TO MODIFY THE DELIVERY POINT AGREEMENT FOR THE POINT OF DELIVERY #7; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville currently has a Delivery Point Agreement with SWEPCO for the delivery of electricity to various points in the Bentonville Electric Utility System;

WHEREAS, a modification to that Delivery Point Agreement is necessary in order to facilitate the upsizing of Substation I; and

WHEREAS, this modification will require no up-front cost but will amend the monthly charges in the interconnection agreement to reflect the actual cost of installation once complete.

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

Section 1: The Mayor and Clerk should be and are hereby authorized to enter into an agreement with SWEPCO to modify the Delivery Point Agreement related to Point of Delivery #7;

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 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	**7/12/2022**
Department	**Police Department**
Submitted by	**Chief Ray Shastid**
Phone	**(479) 271-3173**

Item Type: (*Check Applicable Item Type)*

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

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

Resolution for City Council approval of change order one (#BV C_01) to the contract with RACOM, relocating 2 of 3 tower sites from their initial proposal. RACOM recommended a tower site on the north end of Bentonville that would have required a lease or land purchase to the City of Bentonville. That particular tower site will be relocated to the City of Bentonville owned property near the water tower on the west end of NW 12th Street. The proposed southwest location at Bentonville Fire Station #7 will be relocated to City of Bentonville owned property on SW Barron Road. The relocations do not have a cost and this change order is simply to document the relocations. Added to the change order document is the advance purchase of 17 portable radios that is covered in the cost of the project. These 17 portables will allow communication with FD and PD personnel and surrounding agencies. Refer to the attached documents.

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

No cost.

RACOM
critical communications

June 3, 2022

City of Bentonville

Bentonville, AR
Attn: Captain John Hubbard
Attn: Chief Jeremy Metcalf

Subject: Customer-requested site changes

Dear stakeholders:

Enclosed with this letter are the details of the no-cost Change-Order we have been discussing. There are two items with the C/O:

- Tower site relocations from original contracted locations
- Early ordering of 17 portable radios

The City of Bentonville has requested changes to the location of two of the towers as designated in the original contract. Specifically; First - one tower was to be located at the current Fire Station 7 address. It is requested that the greenfield tower site be relocated to the planned Fire Station 8 greenfield site.

Second, the City requested to move the Northwest greenfield tower site to the City water tower location off NW 12th Drive.

As a result of the planned tower site relocations, RACOM has evaluated the projected radio coverage of the new sites. There are changes to the projected coverage, as can only be expected. The coverage changes were presented, discussed, and agreed to at a stakeholder meeting held in the Bentonville EOC on Monday, 5-23-2022. Those changes are also summarized in the attached files and maps depicting the new projections for coverage in and around the City of Bentonville.

It is the intention of RACOM to maintain total transparency with any impact caused by the City-requested changes. We have also attached the new RAPTR coverage projections in exported KMZ files. They can be easily viewed on Google Earth, which is freely available for your use.

First note, RACOM does still meet or exceed the 95% 20 dB in building coverage requirements within city limits, and 95% on-street portable coverage within a 1-mile radius, as defined by the area parameters specified in the RFP.

Please review and notice where the coverage has been improved, as well as degraded as a result of moving the planned transmitter sites. The attached files show an accurate representation of the expected coverage-testing results we will experience after the system is deployed. Please

understand that this is the adjusted coverage that RACOM is willing to guarantee.

Please note that there are projected coverage improvements in several areas. One example of improvement is around NW Palomino St and NW Saddlebrook Dr, and the trail area to the West of there.

There is reduced coverage projected in the mainly undeveloped far SW tip of the City property, South & West of Mill Dam Rd. There is also reduced coverage projected over the ridge on the far North side, and specifically note that the Cooper Elementary School no longer has the projected coverage that it formerly did. The good news is that all other identified critical buildings appear to have maintained 20 dB coverage predictions. We have already identified exceptions to the Crystal Bridges and marginal coverage in the hospital areas.

There are also areas (mainly on the North side) that show adjacent cells that lie outside city limits, but within the one-mile boundary that will not have portable on-street coverage per the original specification and projections. We discussed some of those areas in the 5/23 meeting, and need to agree to an exception on adjacent cells for coverage-testing purposes.

Additionally, the C/O includes pre-ordering 17 portable radios with accessories. The radios will be delivered – 10 to the Fire Department, and 7 to the Police Department, for initial interoperations and testing purposes. There are no changes from the original order, just to document and note that these radios will be ordered in the near future, and will be invoiced upon delivery. The invoice amount is called out on the attached Change/Order Form. Warranty will start upon delivery, and will be tracked by radio serial number.

There is no financial impact on the project due to this change order, and no planned schedule impact.

Please sign the attached document and return it to me to facilitate the site moves and project Detailed Design process. Please call with any questions.

Best regards,

[redacted]

Dan Meyer
Project Manager

RACOM Corporation
201 West State Street
Marshalltown, IA 50158
Date 6/3/2022
Dan Meyer
dan.meyer@racom.net
314-818-9522

Customer City of Bentonville
Address 1000 SW 14th Street
City, State, Zip Bentonville, AR 72712
Contact Mayor, Captain Hubbard, Chief Metcalf
Phone 479-271-3174
Email john.hubbard@bentonville.arkansas.gov
Account

Bentonville change of sites/coverage and early-order 17 portable radios.

						Project Total >>	**$ 81,432.37**
Item	**Qty**	**Part Num**	**Description**	**Sys**	**Sub**	**Unit Price**	**Extended Price**
						$ -	$ -
			>>> Materials <<<			$ -	**$ -**
1	10	XS-PPS1P-NA	L3Harris XL185P, 7/8/900, PKP,PGRN Fire Dept Radios			**$ 4,747.53**	**$ 47,475.30**
2	10	XS-PPS1P-NA	Haz Loc, Immersible, Encryption, spare batt, charger, speaker mi			**$ -**	**$ -**
3	10	XS-PA4M	SPARE BATTERY,LI-ION,HI-CAPACITY,4800MAH,C1D2			**$ 153.75**	**$ 1,537.50**
							$ -
4	7	XS-PPS1M-NA	L3Harris XL185P, 7/8/900, PKP,BLK Police Dept Radios			**$ 4,376.26**	**$ 30,633.82**
5	7		Encryption, batt, charger, speaker mic/Emer Button (included)			**$ -**	**$ -**
6	7	XS-PA4K	SPARE BATTERY,LI-ION,HI-CAPACITY,4800MAH			**$ 131.25**	**$ 918.75**
		TOTAL MATERIALS					**$ 80,565.37**
			>>> Services <<<			$ -	**$ -**
7	17	Programming	Programming			$ 51.00	**$ 867.00**
8	1	Shipping	Shipping & Delivery of Portable Radios			$ 190.00	**$ 190.00**
		TOTAL SERVICES					**$ 1,057.00**
						$ -	$ -
						$ -	$ -
9		WK-U	Milestone 1 (already paid 10%)				**$ 8,248.94**
10		XG-75M	Remainder due on delivery and acceptance				**$ 74,240.43**
						$ -	$ -

Overview:
Customer requested change of location of 2 tower sites - No Charge.
Customer requested early delivery of 17 portable radios w/accessories - no change in pricing, just bill upon delivery.

Terms:
Customer will be invoiced for full amount remaining (90%) for **Change-Order 1** items being provided upon delivery and/or installation. Future billing milestones will be adjusted to reflect that this amount has been paid.
Warranty will begin on all **C/O 1** items upon acceptance (tracked by serial number).
Impact to project schedule: None
Impact to project price: None

_____ _____
[redacted] Date

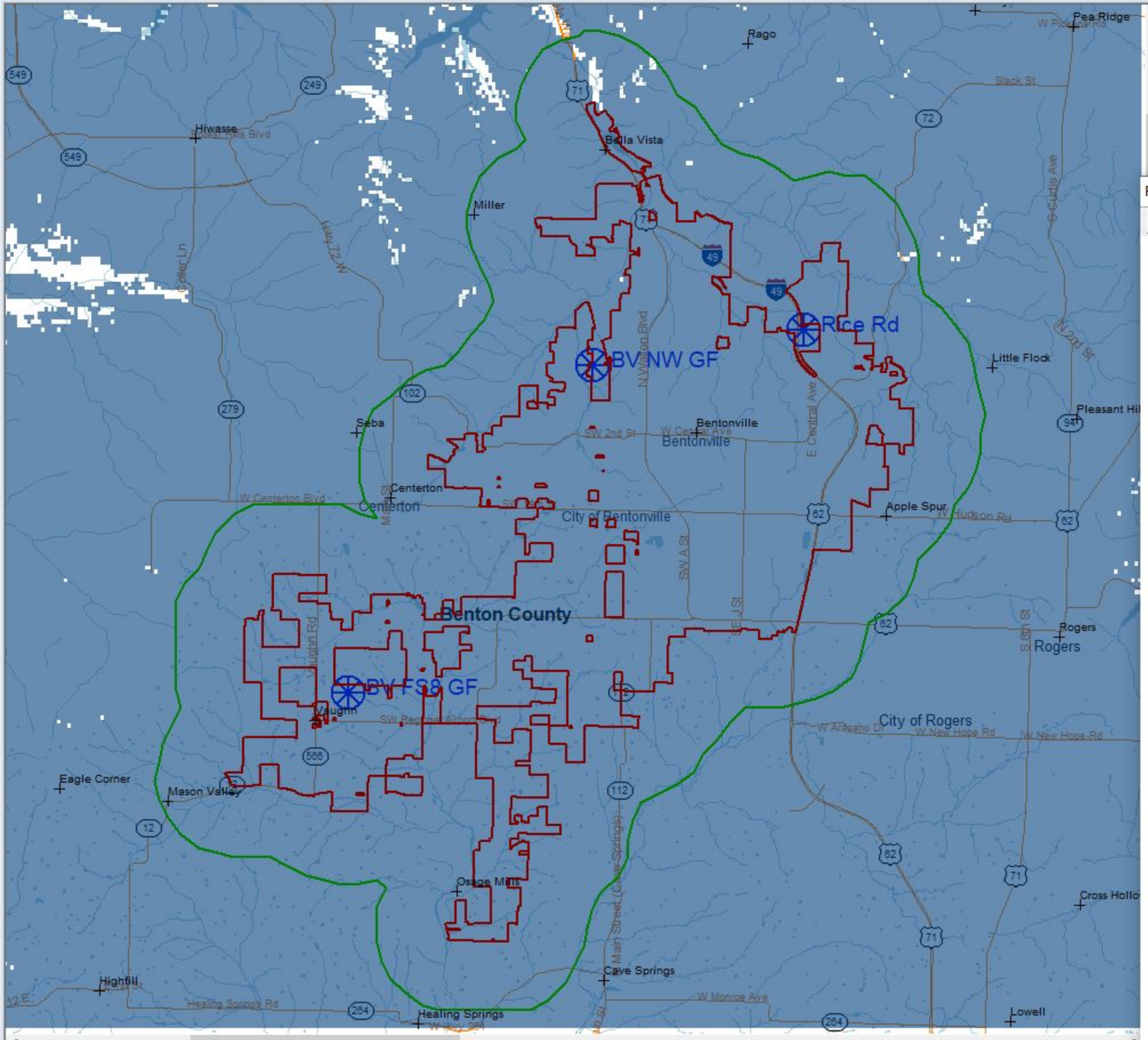
_____ ___6/3/2022____
RACOM Representative - Dan Meyer, PMP Date

						$ -	$ -

RAPTR Project Report

Site Name		BV FS8 GF	BV NW GF	Rice Rd
Site ID		BV FS8 GF	BV NW GF	Rice Rd
Latitude		36° 19' 14.880" N	36° 23' 10.540" N	36° 23' 36.000" N
Longitude		94° 17' 44.180" W	94° 14' 04.140" W	94° 10' 55.470" W
Datum		WGS 1984	WGS 1984	WGS 1984
Site Elevation		1280 ft	1263 ft	1270 ft
Base Station		MASTR V	MASTR V	MASTR V
Frequency Range		764 - 806 MHz	764 - 806 MHz	764 - 806 MHz
Site Transmit	Station Output Power	45.7 W	51.3 W	53.7 W
	Combiner Model	DSCC75 (6 ch.)	DSCC75 (6 ch.)	DSCC75 (6 ch.)
	Tx to Tx Spacing	250	250	250
	Combiner Loss	2.5 dB	2.5 dB	2.5 dB
	Filter/Duplexer Model			
	Filter/Duplexer Loss	0.3 dB	0.3 dB	0.3 dB
	Coax Type	1-1/4" Foam	1-1/4" Foam	1-1/4" Foam
	Coax Length	205 ft	275 ft	300 ft
	Coax Loss	1.7 dB	2.3 dB	2.5 dB
	Antenna Model	SR4BC-HF4P4LDF(D00-PIP)	SR4BD-HF4P2LDF(D00-PIP)	SR4BC-HF4P4LDF(D00-PIP)
	Antenna Height (C.L)	180 ft	250 ft	275 ft
	Antenna Azimuth	135°	20°	225°
	Antenna Mechanical Tilt	0°	0°	0°
	Antenna Gain (Hzn)	12.4 dBd	13.6 dBd	12.4 dBd
	Maximum ERP (Hzn)	281.8 W	363.0 W	275.4 W
	HAAT	177.0 ft	255.0 ft	264.0 ft
Site Receive	Total System Gain	7.3 dB	7.2 dB	7.2 dB
	Multicoupler Model	DSX7PDU (8 ch.)	DSX7PDU (8 ch.)	DSX7PDU (8 ch.)
	Coax Type	1-1/4" Foam	1-1/4" Foam	1-1/4" Foam
	Coax Length	205 ft	275 ft	300 ft
	Tower Top Amp Model	DS7TMA17C	DS7TMA17C	DS7TMA17C
	TTA Pad	0.0 dB	0.0 dB	0.0 dB
	Distribution Pad	9.0 dB	8.5 dB	8.5 dB
	Duplexer Loss	0.0 dB	0.0 dB	0.0 dB
	Antenna Model	SR4BC-HF4P4LDF(D00-PIP)	SR4BD-HF4P2LDF(D00-PIP)	SR4BC-HF4P4LDF(D00-PIP)
	Antenna Height (C.L)	180 ft	250 ft	275 ft
	Antenna Azimuth	135°	20°	225°
	Antenna Mechanical Tilt	0°	0°	0°
	Antenna Gain (Hzn)	12.4 dBd	13.6 dBd	12.4 dBd
	HAAT	177.0 ft	255.0 ft	264.0 ft

Bentonville.rap



RAPTR

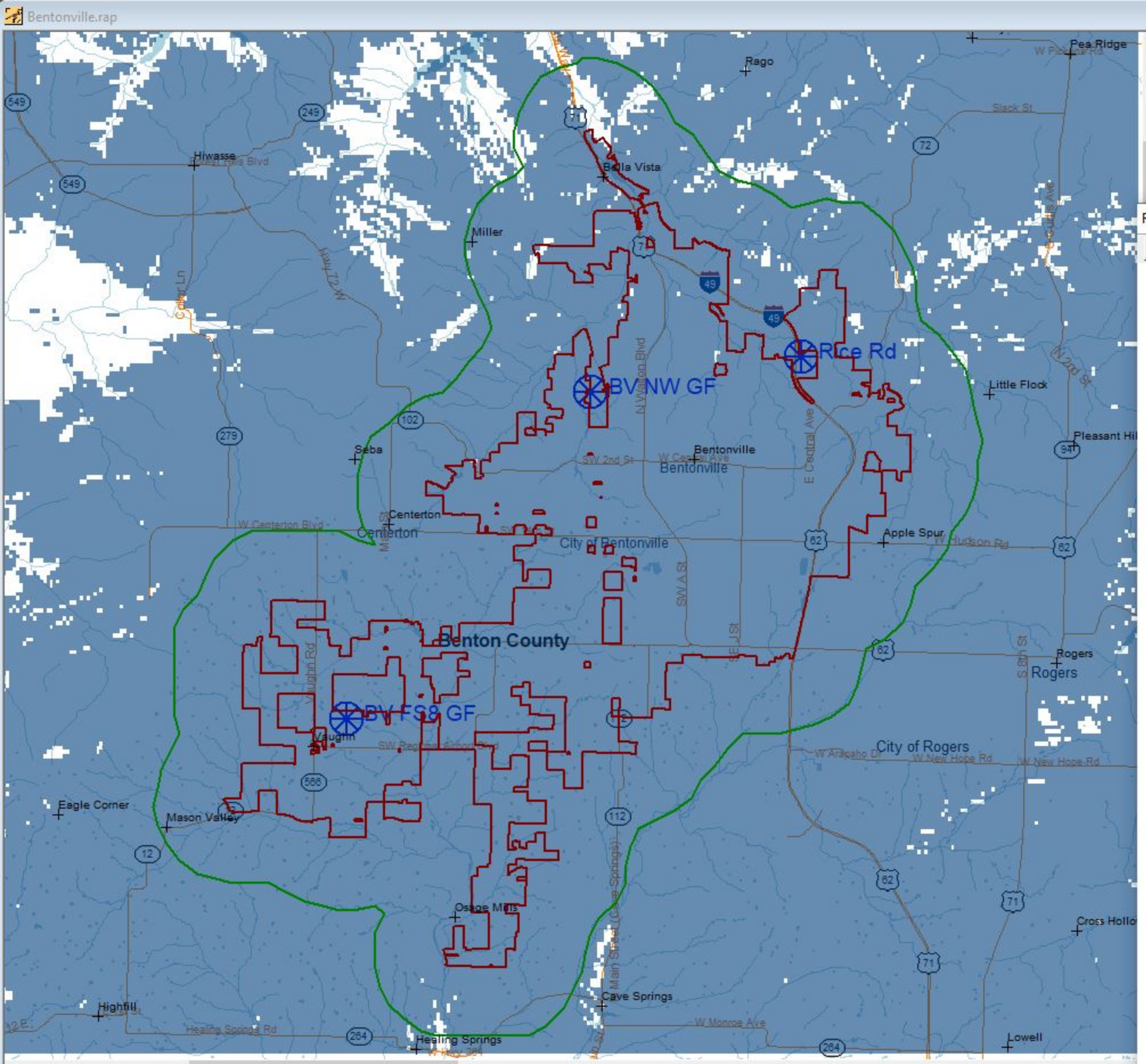
Print | Close | PgUp | PgDn

RACOM Corporation

Bounded Area Percent Coverage Analysis

Wednesday, June 01, 2022 15:51:00
Project: Bentonville
MBP: MG0080
File: C:\Users\matt.gebel\Desktop\RAPTR Projects\Bentonville AR\3fSite Bentonville
Figure: 3fSite Bentonville P25 Phase II Mobile Talkin
Service: Mobile, Talkback, Outdoors, NB P25 Trunking

Boundary	≥ -106	Req.
Bentonville_City_Limits	100.0%	95.0%
Bentonville_City_Limits_1_mi	99.8%	95.0%



RAPTR

Print | Close | PgUp | PgDn

RACOM Corporation

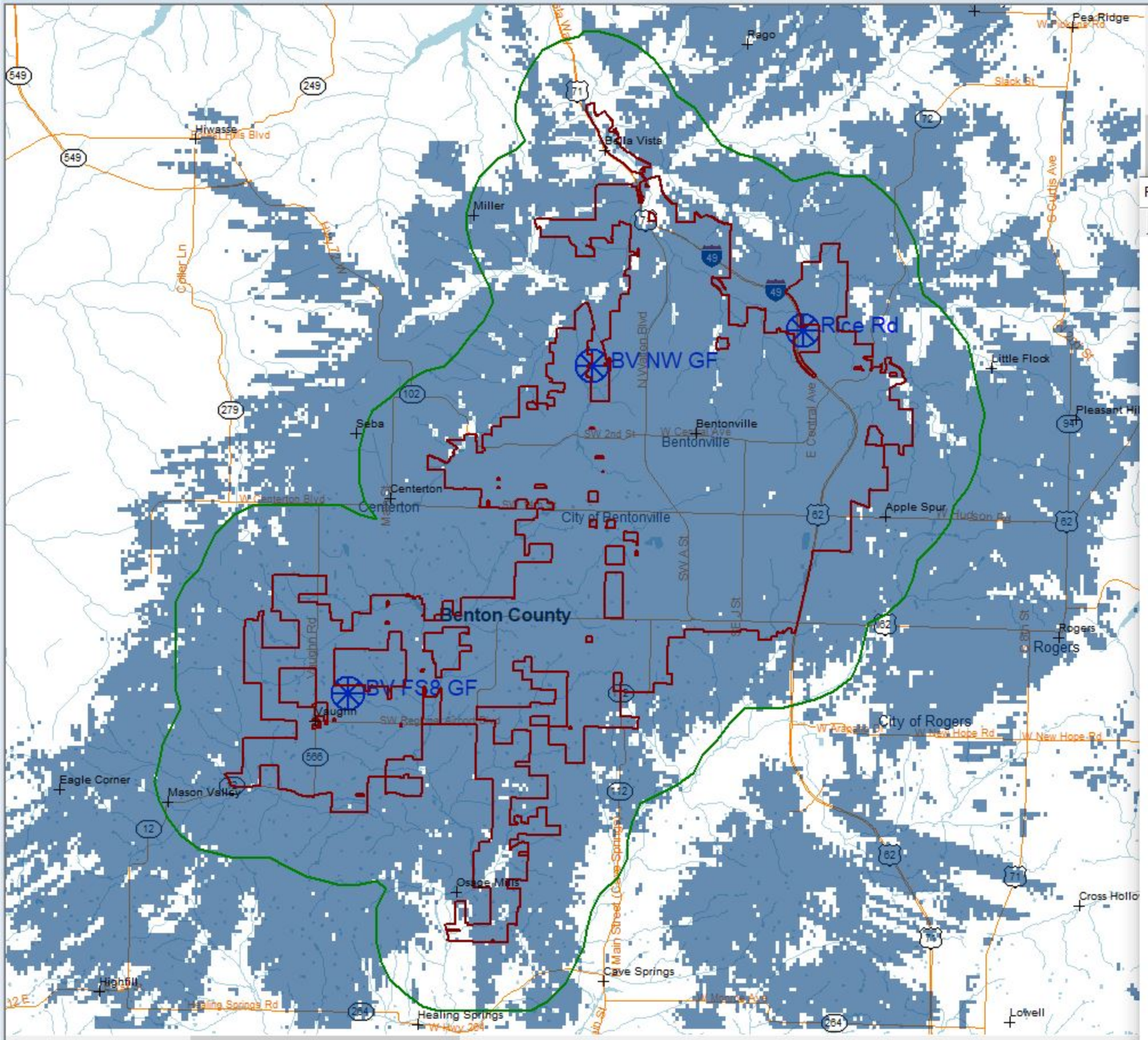
Bounded Area Percent Coverage Analysis

Wednesday, June 01, 2022 15:52:31
Project: Bentonville
MBP: MG0080
File: C:\Users\matt.gebel\Desktop\RAPTR Projects\Bentonville AR\3fSite Bentonville
Figure: 3fSite Bentonville P25 Phase II Mobile Talkout
Service: Mobile, Talkout, Outdoors
Modulation: WCQPSK
System Jitter: 10.0 µs
Confidence: 95.0%

Site ID	Site Name	Offset Delay
Rice Rd	Rice Rd	000 µs
BV NW GF	BV NW GF	000 µs
BV FS8 GF	BV FS8 GF	000 µs

Boundary	< -106 dBm	>0.0us	>60.0us	Total Cov.	Req.
Bentonville_City_Limits	0.2%	99.8%	0.0%	99.8%	95.0%
Bentonville_City_Limits_1_mi	1.5%	98.5%	0.0%	98.5%	95.0%

Bentonville.rap



RAPTR

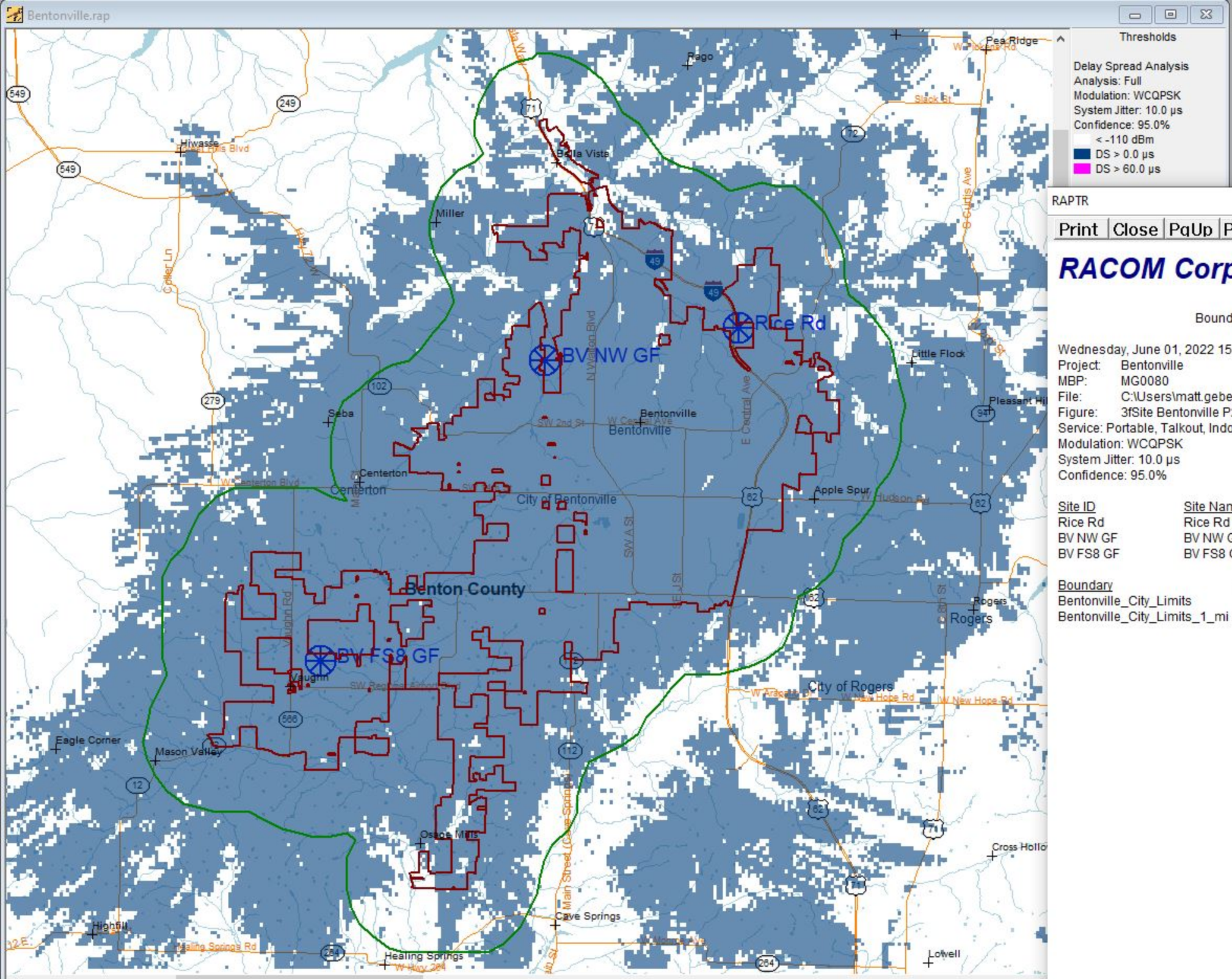
Print | Close | PgUp | PgDn

RACOM Corporation

Bounded Area Percent Coverage Analysis

Wednesday, June 01, 2022 15:55:26
Project: Bentonville
MBP: MG0080
File: C:\Users\matt.gebel\Desktop\RAPTR Projects\Bentonville AR\3fSite Bentonville
Figure: 3fSite Bentonville P25 Phase II Portable Indoor 20dB Talkin
Service: Portable, Talkback, Indoors, No SMA, NB P25 Trunking

Boundary	≥ −110	Req.
Bentonville_City_Limits	97.4%	95.0%
Bentonville_City_Limits_1_mi	89.3%	95.0%



RAPTR

Print | Close | PgUp | PgDn

RACOM Corporation

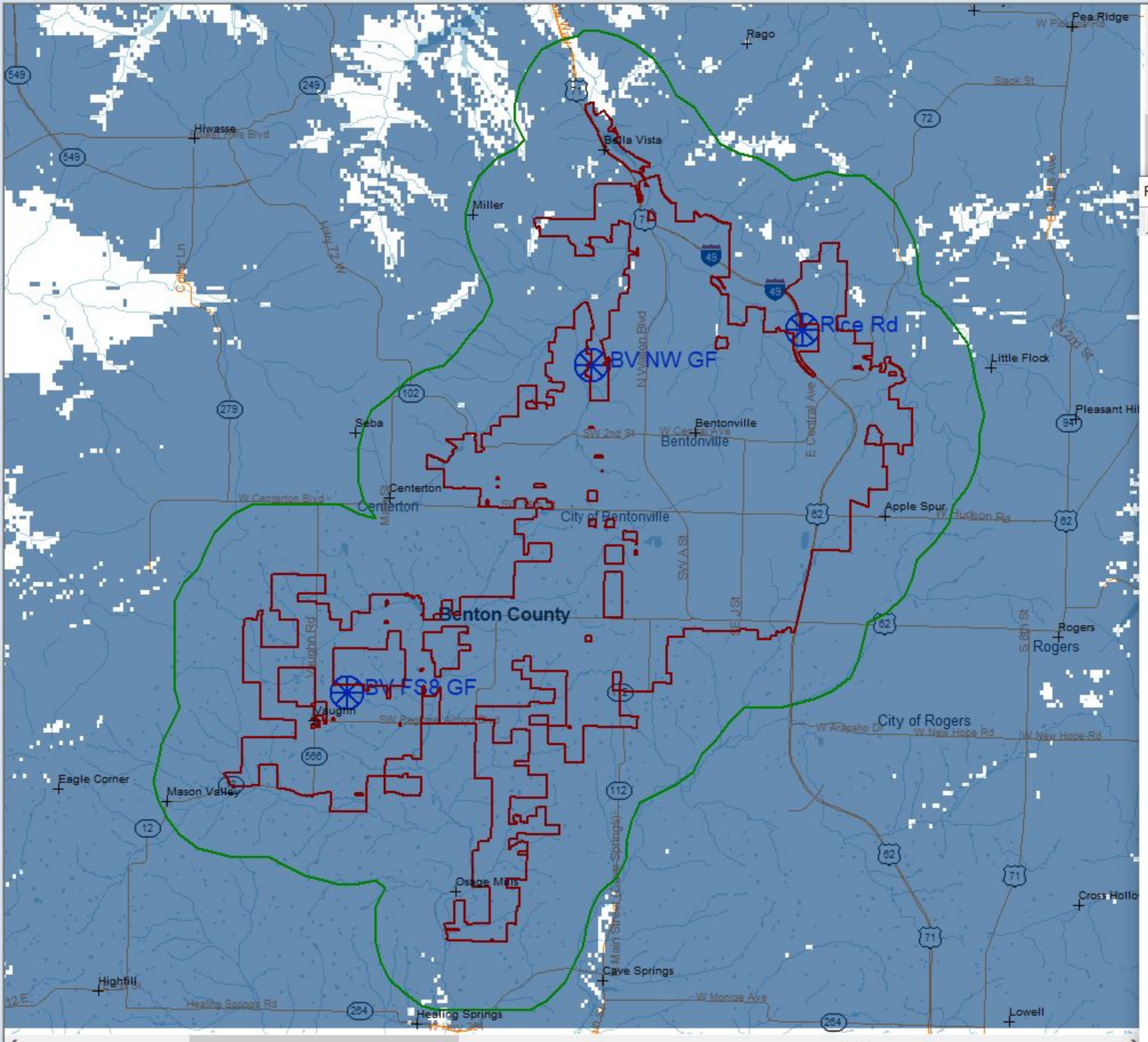
Bounded Area Percent Coverage Analysis

Wednesday, June 01, 2022 15:57:07
Project: Bentonville
MBP: MG0080
File: C:\Users\matt.gebel\Desktop\RAPTR Projects\Bentonville AR\3fSite Bentonville
Figure: 3fSite Bentonville P25 Phase II Portable Indoor 20dB Talkout
Service: Portable, Talkout, Indoors, No SMA
Modulation: WCQPSK
System Jitter: 10.0 µs
Confidence: 95.0%

Site ID	Site Name	Offset Delay
Rice Rd	Rice Rd	000 µs
BV NW GF	BV NW GF	000 µs
BV FS8 GF	BV FS8 GF	000 µs

Boundary	< -110 dBm	>0.0us	>60.0us	Total Cov.	Req.
Bentonville_City_Limits	2.5%	97.5%	0.0%	97.5%	95.0%
Bentonville_City_Limits_1_mi	10.7%	89.3%	0.0%	89.3%	95.0%

Bentonville.rap



RAPTR

Print | Close | PgUp | PgDn

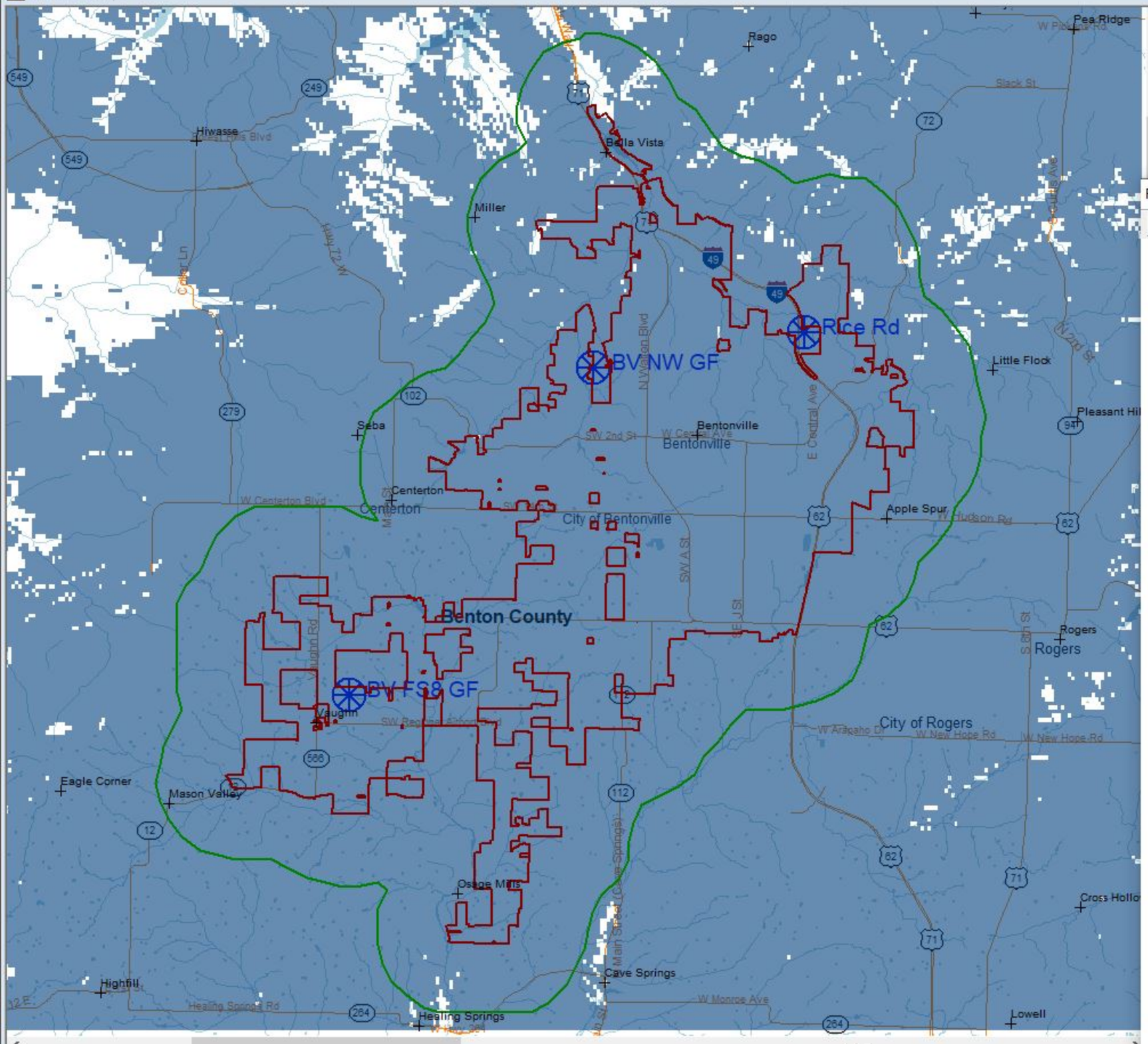
RACOM Corporation

Bounded Area Percent Coverage Analysis

Wednesday, June 01, 2022 15:53:55
Project: Bentonville
MBP: MG0080
File: C:\Users\matt.gebel\Desktop\RAPTR Projects\Bentonville AR\3fSite Bentonville
Figure: 3fSite Bentonville P25 Phase II Portable Outdoor Talkin
Service: Portable, Talkback, Outdoors, No SMA, NB P25 Trunking

Boundary	≥ -110	Req.
Bentonville_City_Limits	99.9%	95.0%
Bentonville_City_Limits_1_mi	98.7%	95.0%

Bentonville.rap



Thresholds

Delay Spread Analysis
Analysis: Full
Modulation: WCQPSK
System Jitter: 10.0 µs
Confidence: 95.0%
< -110 dBm
DS > 0.0 µs
DS > 60.0 µs

RAPTR

Print | Close | PgUp | PgDn

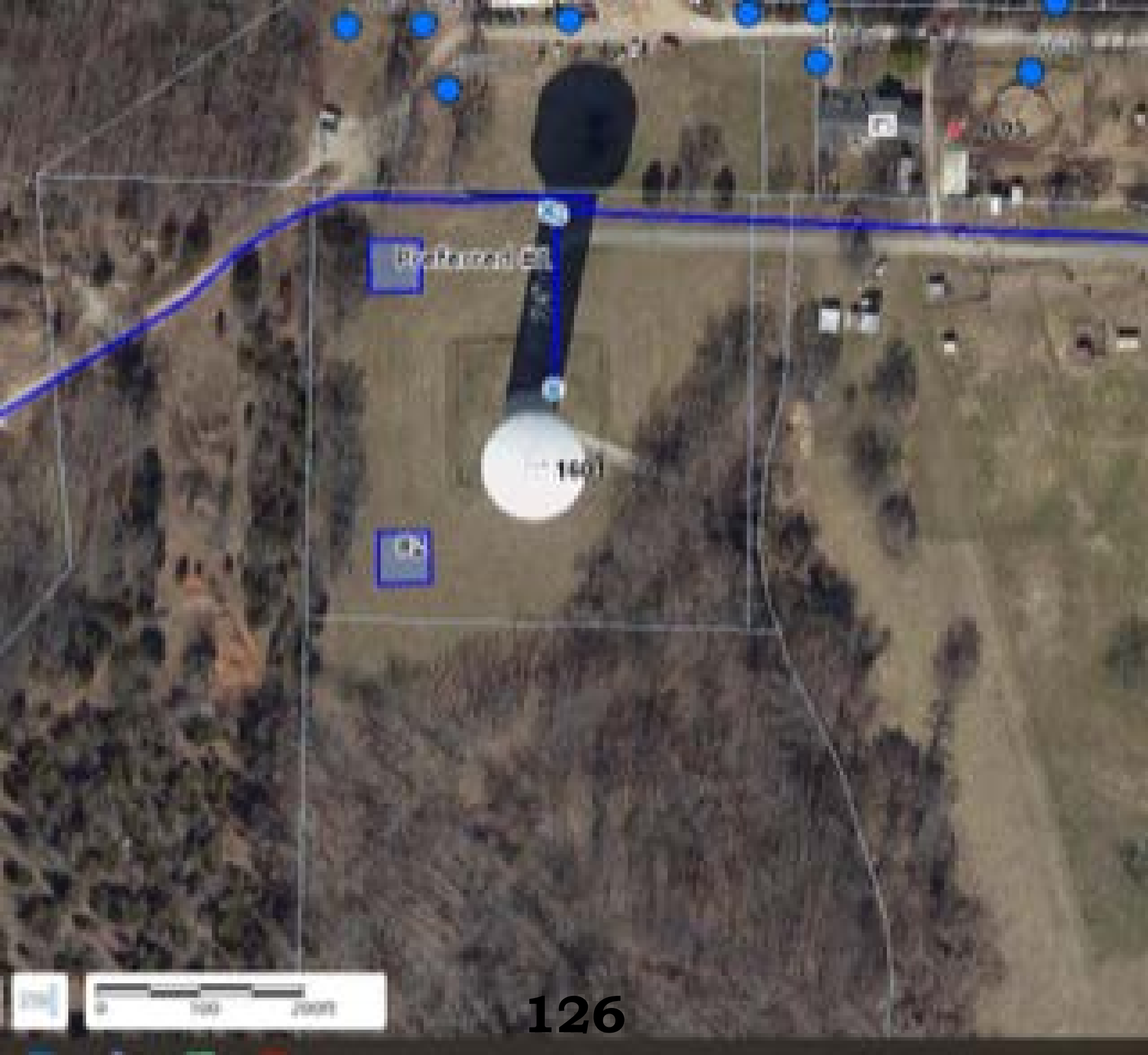
RACOM Corporation

Bounded Area Percent Coverage Analysis

Wednesday, June 01, 2022 15:43:53
Project: Bentonville
MBP: MG0080
File: C:\Users\matt.gebel\Desktop\RAPTR Projects\Bentonville AR\3fSite Bentonville
Figure: 3fSite Bentonville P25 Phase II Portable Outdoor Talkout
Service: Portable, Talkout, Outdoors, No SMA
Modulation: WCQPSK
System Jitter: 10.0 µs
Confidence: 95.0%

Site ID	Site Name	Offset Delay
Rice Rd	Rice Rd	000 µs
BV NW GF	BV NW GF	000 µs
BV FS8 GF	BV FS8 GF	000 µs

Boundary	< -110 dBm	>0.0us	>60.0us	Total Cov.	Req.
Bentonville_City_Limits	0.2%	99.8%	0.0%	99.8%	95.0%
Bentonville_City_Limits_1_mi	1.4%	98.6%	0.0%	98.6%	95.0%


126

127

RESOLUTION NO. _____

A RESOLUTION APPROVING A CHANGE ORDER TO THE AGREEMENT WITH RACOM CORPORATION PERTAINING TO TOWER SITES AND THE ADVANCED PURCHASE OF PORTABLE RADIOS AT NO ADDITIONAL COST; AND FOR OTHER PURPOSES.

WHEREAS, Racom Corporation was previously awarded the contract for radio communications systems for the City of Bentonville, Arkansas;

WHEREAS, a change order to that contract is requested to allow for more economical and appropriate tower site alternatives as well as the advance purchase of seventeen (17) portable radios; and

WHEREAS, no additional cost is associated with this change order.

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

Section 1: Change Order One (1) to the contract with RACOM Corporation should be and the same is hereby approved in order to provide for more economical and appropriate tower site alternatives as well as the advance purchase of seventeen (17) portable radios, at no additional cost to the original contract;

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 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	**7/12/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

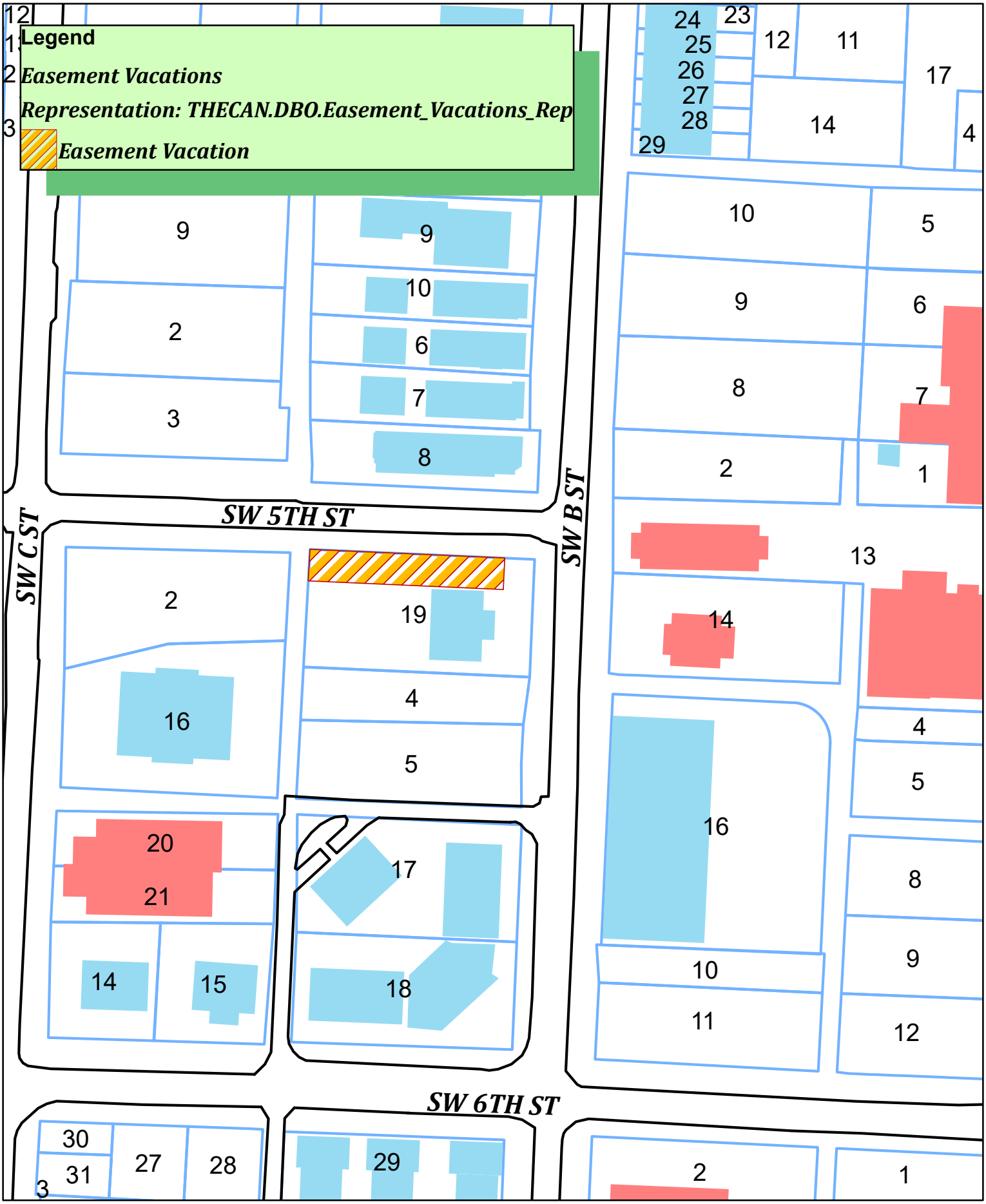
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating a Utility Easement requested for 500 SW B Street of Dunn & Davis Addition, northside of parcel (VAC22-0019).

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

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



VAC22-0019
PROPOSED EASEMENT VACATION

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 19 BLOCK 2 OF DUNN & DAVIS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0019).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Halff Associates, Inc. asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

The North twenty feet (20') of the West one-hundred twenty-four feet (124') of Lot 19, Block 2, Dunn & Davis Addition to the City of Bentonville, according to plat record filed in Book 2012 at page 144, Benton County, Arkansas.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described utility easement.

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a utility easement designated as follows:

The North twenty feet (20') of the West one-hundred twenty-four feet (124') of Lot 19, Block 2, Dunn & Davis Addition to the City of Bentonville, according to plat record filed in Book 2012 at page 144, Benton County, Arkansas.

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
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**7/12/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

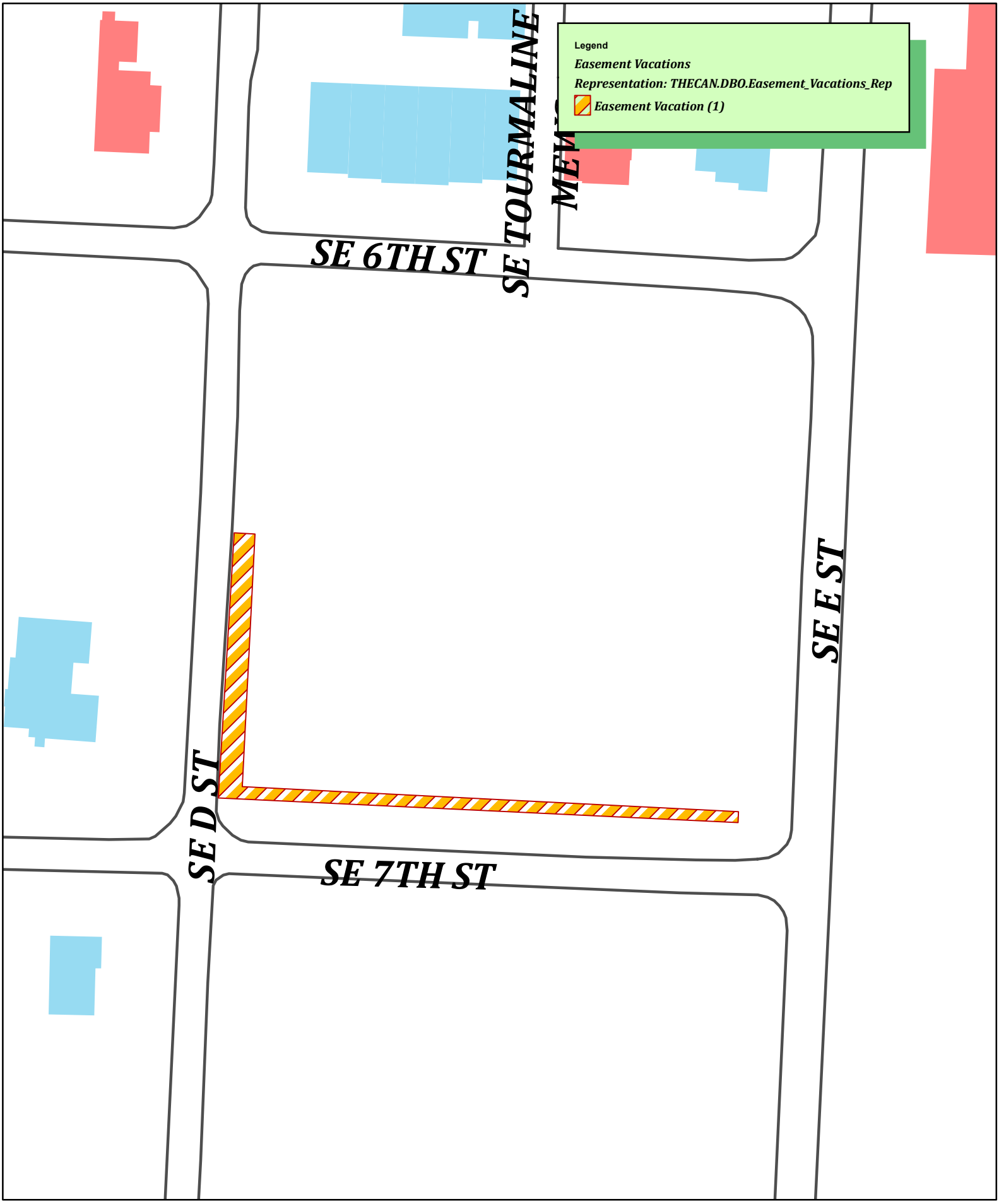
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution setting a public hearing for July 26, 2022 for Street Right of Way requested for 609 SE D Street of Orchards Addition (VAC22-0001).

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

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



N W E S

1 inch = 76 feet

VAC22-0001
Proposed ROW Dedication

RESOLUTION NO._____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Todd Renfrow requesting a street right of way vacation (VAC22-0001) within the City of Bentonville, Arkansas be vacated, which said right of way vacation is described as follows:

A PART OF BLOCK K, OF ORCHARD ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR BEING THE SOUTHEAST CORNER OF SAID BLOCK K, OF ORCHARD ADDITION, THENCE N87°31'52"W 5.43' TO A SET 5/8" CAPPED REBAR TAGGED "AR PLS 1659 AR PLS 1826" BEING THE TRUE POINT OF BEGINNING; THENCE S02°32'52"W A DISTANCE OF 6.85';
THENCE N87°41'34"W A DISTANCE OF 324.99'; THENCE N03°02'14"E A DISTANCE OF 165.86'; THENCE S 87°31'52"E A DISTANCE OF 13.07'; THENCE S02°28'33"W A DISTANCE OF 158.09'; THENCE S87°31'52"E A DISTANCE OF 310.30'; TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 4562.68 SQUARE FEET, 0.105 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 July 26, 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
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**7/12/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

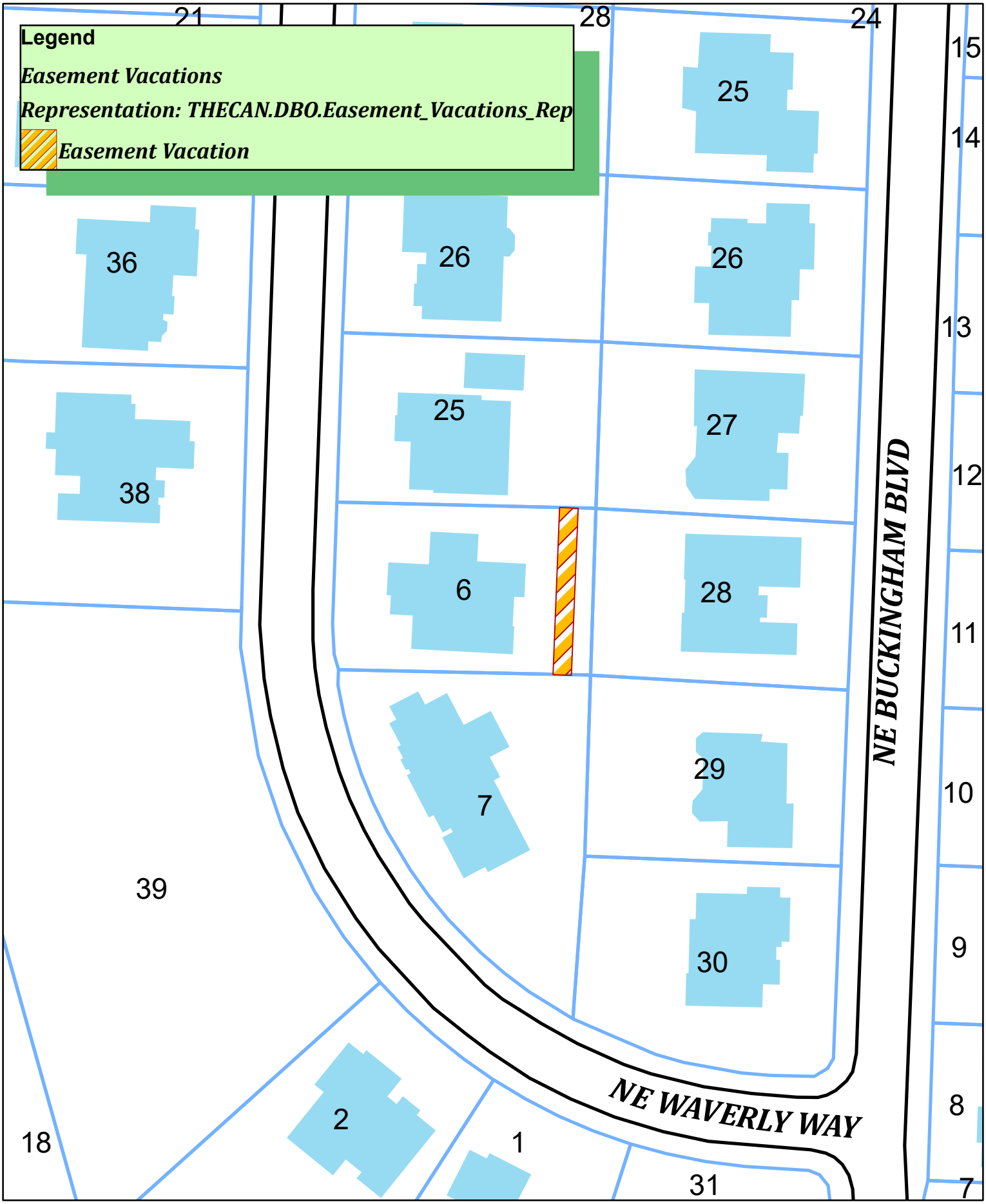
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution setting a public hearing for July 26, 2022 for a Utility Easement Vacation requested for Lot 6 of Kingsbury Subdivision Phase 2 (VAC22-0018).

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

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



VAC22-0018
PROPOSED EASEMENT VACATION

RESOLUTION NO._____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Nick Rumancik requesting a utility easement vacation (VAC22-0018) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

LOT 6, KINGSBURY SUBDIVISION, PHASE 2, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "2002" AT PAGE 368. SUBJECT TO RECORDED INSTRUMENTS, COVENANTS, RIGHTS OF WAY, AND EASEMENTS. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

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 July 26, 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
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**7/12/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

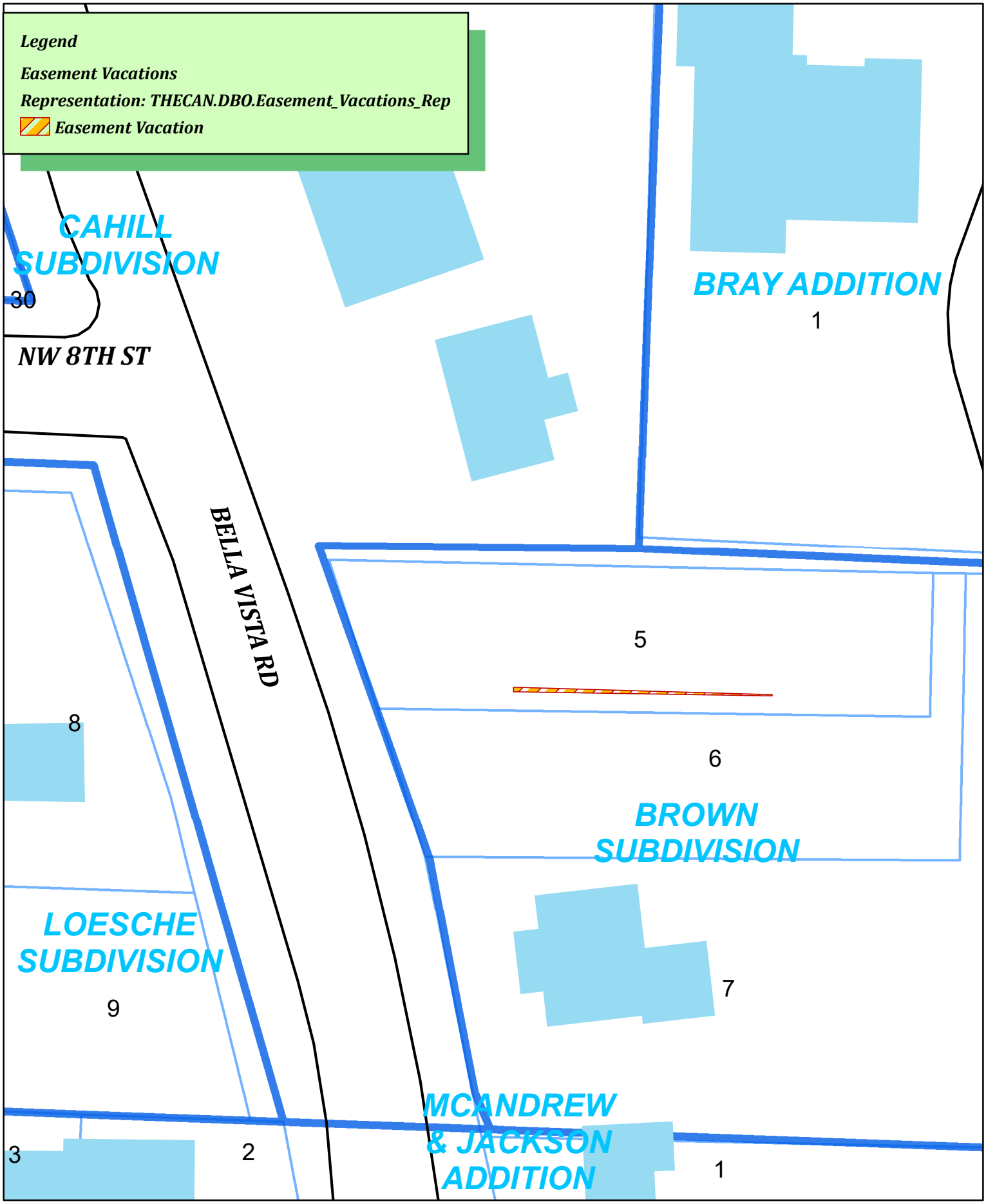
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

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

Resolution setting a public hearing for July 26, 2022 for an Access Easement Vacation requested for 712 Bella Vista Way of Brown Subdivision (VAC22-0020).

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

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



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VAC22-0020
Proposed Access Easement Vacation

THE CITY OF BENTONVILLE

RESOLUTION NO._____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by NFD, LLC requesting Access Easement Vacation (VAC22-0020) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

A PART OF A 15 FOOT WIDE ACCESS EASEMENT, AS DESCRIBED IN INSTRUMENT NO.: L201801564, TO BE VACATED, BEING LOCATED ON LOT 5, AS SHOW ON PROPERTY LINE ADJUSTMENT OF LOTS 2, 3 & 4 OF BROWN SUBDIVISION CREATING LOTS 5, 6 & 7, FILED AS INSTRUMENT NO.: 202230962, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 5, AND RUNNING S17°13'48"E 39.39 FEET AND S88°22'47"E 44.76 FEET TO THE TRUE POINT OF BEGINNING, AND RUNNING THENCE S88°22'47"E 79.01 FEET; THENCE S00°56'15"W 0.42 FEET; THENCE N89°03'45"W 79.00 FEET; THENCE N00°56'15"E 1.36 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 70 SQUARE FEET, MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Ways is set for a hearing July 26, 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
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**7/12/2022**
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 allowing the Mayor and City Clerk to enter into professional services agreement with Hight Jackson Associates for the design of the Street Department's building expansion in the amount of $84,500.00. This firm was selected using the City's standard SOQ process for the procurement of professional services, in accordance with State Law and the City's Purchasing Policy. Please see attachments.

Estimated Cost	**$84,500.00**
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: July 12, 2022

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: Resolution for Street Department Building Expansion

Staff recommends City Council approval of a resolution to enter into a PSA with Hight Jackson Associates for the design of the Street Department's building expansion in the amount of $84,500.00. This is an approved budgeted item and no budget adjustment is needed.

The expansion will include the addition of 3 bays to include a bathroom, office and locker space. Staff selected Hight Jackson Associates from a list of firms through the City's SOQ process.

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.

AIA® Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-seventh day of June in the year Two Thousand Twenty-two
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Hight Jackson Associates PA
5201 W. Village Parkway, Suite 300
Rogers, AR 72758

for the following Project:
(Name, location and detailed description)

Warehouse Addition
City of Bentonville Street Department
1000 SW 14th Street
Bentonville, AR 72712

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Refer to the attached Proposal letter dated May 2, 2022

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Two Million Dollars ($2,000,000) for each occurrence and Two Million Dollars ($2,000,000) aggregate

.2 Automobile Liability

One Million Dollars ($1,000,000)

.3 Workers' Compensation

One Million Dollars ($1,000,000)

.4 Professional Liability

One Million Dollars ($1,000,000) Two Million Dollars (2,000,000) aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations

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from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

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§ 3.4.5 Changes in the Work
The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion
The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

None at this time

(Paragraphs deleted)
§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

(Paragraph deleted)
§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES
§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

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§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.3 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

(Paragraphs deleted)

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of dispute resolution shall be the following:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction in Benton County, AR

If the Owner and Architect do not select a method of dispute resolution, or do not subsequently agree in writing to a dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be negotiated

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

(Paragraphs deleted)

Eighty-four Thousand, Five Hundred Dollars ($84,500.00)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly as shown on the attached Hourly Rate Sheet

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly as shown on the attached Hourly Rate Sheet

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Thirty	percent (	30	%)
Construction Documents Phase	Forty-five	percent (	45	%)
Construction Phase	Twenty-five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

(Paragraphs deleted)

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to the attached Hourly Rate Sheet

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 authorized out-of-town travel and subsistence;
.2 dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Other similar Project-related expenditures.

(Paragraph deleted)

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of Zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

National Prime Rate

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

None at this time

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

(Paragraphs deleted)

.2 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Hourly Rate Sheet

This Agreement entered into as of the day and year first written above.

City of Bentonville, AR	[redacted]
OWNER *(Signature)*	
Stephanie Orman, Mayor	Brian T. Jackson, President
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Hight Jackson
ASSOCIATES

May 2, 2022

City of Bentonville Street Department
Tony Davis
Street Manager
1000 SW 14th Street
Bentonville, AR 72712

Re: City of Bentonville Street Department Warehouse Addition

Dear Tony,

This letter serves as a proposal to perform Architectural Design Services for the proposed addition to the Warehouse/Maintenance area at your existing facility. It is anticipated that this will be an additional three bays constructed to the East end of the current building. These bays will house additional maintenance and storage areas, along with a new locker room and additional office space. Our services will include producing Construction Drawings and Specifications that define the scope of work, Bidding and Negotiation services, and Construction Administration services through the completion of the project. Our services include Structural, Civil, Mechanical, Electric, & Plumbing Engineering along with any minor Survey work that will be required. We do not anticipate any Geotechnical Engineering Design services as part of this Scope of Work. Hight Jackson proposes to perform these services for a Lump Sum Fee of $84,500. Estimated printing, postage, review fees, etc. are included in this lump sum fee as reimbursable costs of the project.

Please do not hesitate to contact Mark Haguewood or myself if you have any questions. If you agree with this proposal, we will provide you with an AIA Document B104-2017 along with any City of Bentonville Purchasing Agreements to formalize our contract.

Thank you for considering Hight Jackson Associates to perform these services. We look forward to another great project!

Thank you,

[redacted]

Brian Jackson, President
Hight.Jackson.Associates

Hight Jackson ASSOCIATES

January 1, 2018

HOURLY RATE SCHEDULE

Architect Principal	$160.00 / hour
Engineer Principal	$160.00 / hour
Engineer	$140.00 / hour
Intern Engineer *(more than 5 years)*	$100.00 / hour
Intern Engineer *(less than 5 years)*	$85.00 / hour
Project Manager	$120.00 / hour
Architect 1 *(more than 10 years)*	$130.00 / hour
Architect 2 *(more than 5, but less than 10 years)*	$120.00 / hour
Architect 3 *(less than 5 years)*	$110.00 / hour
Intern Architect 1 *(more than 5 years)*	$95.00 / hour
Intern Architect 2 *(less than 5 years)*	$80.00 / hour
Interior Designer 1	$95.00 / hour
Interior Designer 2	$75.00 / hour
CAD Technician 1 *(more than 5 years)*	$80.00 / hour
CAD Technician 2 *(less than 5 years)*	$60.00 / hour
Office Administrator	$60.00 / hour
Secretary 1	$50.00 / hour
Secretary 2	$45.00 / hour
Outside Consultants	Direct Cost x 1.2
Reimbursable Expense	Direct Cost

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HIGHT-JACKSON ASSOCIATES, PA FOR SERVICES RELATED TO THE DESIGN OF THE STREET DEPARTMENT BUILDING EXPANSION, IN THE AMOUNT OF EIGHTY-FOUR THOUSAND FIVE HUNDRED DOLLARS ($84,500.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires professional services related to the design of an expansion for the Street Department;

WHEREAS, Hight-Jackson Associates, PA selected for this service pursuant to the City of Bentonville's selection process in accordance with state law; and

WHEREAS, this agreement will be paid primarily using budgeted funds.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a professional services agreement with Hight-Jackson Associates, PA for services related to the design of an expansion for the City of Bentonville Street Department in an amount not to exceed eighty-four thousand five hundred dollars ($84,500.00);

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	**7/12/2022**
Department	**Administration**
Submitted by	**Mayor Stephanie Orman**
Phone	**(479) 271-5966**

Item Type: (*Check Applicable Item Type)*

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

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

Mayor Orman is recommending the appointment of Douglas Bryant to the Ozark Regional Transit Board of Directors filling Shane Stephens' unexpired term. Mr. Bryant's term will expire in October of 2024.

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

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

Memorandum

To: City Council Members

From: Stephanie Orman, Mayor

Date: Thursday, June 30, 2022

Re: Appointment of Douglas Bryant to Ozark Regional Transit Board of Directors

---

I recommend Douglas Bryant for appointment to Ozark Regional Transit's Board of Directors committee. Mr. Bryant will be filling Shane Stephens' unexpired term that ends October 2024.

SO

Stephanie Orman

Monday, June 27, 2022

Mayor Orman,

Due to family commitments and needing to spend more time to focus on our family in a challenging time; I have decided to resign from my current board position, representing the city of Bentonville for Ozark Regional Transit. My plan is to complete my term in September 2022, with 2 years served, if you agree.

It has been a pleasure for me to serve the city of Bentonville with ORT and I look forward to serving again in the future.

Thank you,
Shane Stephens

RECEIVED
04/19/22

Boards and Commissions Application Form

Applicant Information	
First Name	Douglas
Last Name	Bryant
Address	[redacted]
City	Bentonville
State	Arkansas
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	39 years
Employer	Retired
Occupation	Architect
Business Phone	[redacted]

(Section Break)

References
Please provide 2 references

Name	Randy Lawson
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	Arkansas
Zip Code	72712
Phone Number	[redacted]

Name	Travis Riggs CPA
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	Arkansas
Zip Code	72712
Phone Number	[redacted]
Fax Number	N/A

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Board of Adjustment, Planning Commission
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	My business and professional experience started with working in Architectural Offices, Project Manager and becoming a licensed professional architect. In 1983, joined Walmart as one of the first staff architects and in 3 years I was promoted to Senior Architect for most of the next 25 years lead the Architectural Team at Walmart in the development and of projects and dealing with city, county and state building officials in almost every state in the country. I also represented Walmart in countless legal cases and trials as the head of the Architectural and Planning Services for Walmart. I retired from Walmart in 2011 when I was recruited by Walton Enterprises to develop projects in the downtown area, build trails, purchase property and work with the City of Bentonville to design, coordinated with the city services and departments and construct projects in Bentonville and Northwest Arkansas. I am now retired and would like to continue to help and serve the City of Bentonville.
2. Why would you like to be considered for	I have lived in downtown Bentonville since 1985 and I am proud to claim Bentonville as my home. It would be an honor to serve the people of this community and to be able to help in the

appointment to this commission or board?	continuing growth and development of Bentonville. I have had great professional experiences and a history of working well with professionals, property owners and planners to make decisions work best.
3. What do you hope to be able to contribute?	My professional training and skills would be an asset to review and advise on projects in Bentonville. Many of the large projects in town now under-construction, I was involved in the concept and planning of those projects. I have always had the important requirement of confidentiality in all things that I have worked on for Walmart or Walton Enterprises and understand the need to keep all communications as required for public service and development proposals that are submitted for review.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.	Yes

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees	Douglas R Bryant
Date	4/19/2022

Agenda Item Form

Date of City Council Meeting	**7/12/2022**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall**
Phone	**(479) 271-3190**

Item Type: (*Check Applicable Item Type)*

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

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

Ordinance seeking City Council approval of a Waiver of Bid request in the amount of $53,266.00, to Kansas Golf and Turf and a budget adjustment of $18,766.00, to allow for the purchase of a Jacobsen AR 331 3 Deck Contour Rotary Mower. The Jacobsen mower is a replacement for the 2010 Toro Groundmaster 3505D.

Estimated Cost	**$53,266**
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	**7/12/2022**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall**
Phone	**(479) 271-3190**

Vendor	**Kansas Golf and Turf**
Total Cost	**$53,266.00**

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):***

Waiver of Bid request in the amount of $53,266 for the purcahse of a Jacobsen AR 331 3 Deck Contour Rotary Mower. The Jacobsen mower will replace Model Year 2010, Toro Groundmaster 3505D.

Justification ***(Enter justification in space below):***

Parks and Recreation initiated the 2022 equipment purchase process the last quarter of 2021 through the Arkansas State Contract system. We learned in the first quarter of 2022, equipment vendors would not honor the State Contract pricing, inventory was limited, future availability was uncertain and steep price increases continued to multiply. The proposed Jacobsen mower was recently delivered to Kansas Golf and Turf, and has been quoted to several other interested buyers. Additionally, the unit is offered for purchase under an Oklahoma State Contract, however there is no price savings, and the City of Bentonville does not honor that Contract. The Jacobsen mower is the only equilavent replacement unit that has presented itself. Due to supply chain issues, steep price increases that did not reflect our approved budget number and specific product availability, Parks is submitting a waiver of Bid Request for the equilvalent mower that is presently avaliable.

Budget Adjustment Request

Date of City Council Meeting	**7/12/2022**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall**
Phone	**(479) 271-3190**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Budget adjustment in the amount of $18,766 to reflect the additional expense to purchase Jacobsen AR 331 3 Deck Contour Rotary replacement mower.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
5030	**47410**	**Machinery and Equipment**		**$18,766**
		Totals	**$ -**	**$ 18,766.00**
		Net Impact on Fund Balance	**$**	**(18,766.00)**

***Final Account Number will be determined by Accounting Department after approval and purchase**

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Scott Mendenhall, Parks Maintenance Manager

Date: June 29, 2022

Re: City Council approval of Waiver of Bid Request in the amount of $53,266 to Kansas Golf and Turf for the purchase of a Jacobsen AR 331 3 Deck Contour Rotary replacement mower, and approval of Budget Adjustment Request for the amount of $18,766.00, to reflect the variance between the amounts budgeted for the mower and actual current mower purchase price.

Parks and Recreation is requesting City Council approval of a Waiver of Bid Request in the amount of $53,266.00 to Kansas Golf and Turf for the purchase of a Jacobsen AR 331 3 Deck Contour Rotary Mower and approval of Budget Adjustment Request in the amount of $18,766 that reflects the variance between the amounts budgeted for the equipment and the lowest priced proposal. The unit will replace Model Year 2010, Toro Groundmaster 3505D (M03) that was approved in the 2022 Budget.

Parks and Recreation initiated the 2022 equipment purchase process the last quarter of 2021 through the Arkansas State Contract purchasing program. In the first quarter of 2022, equipment vendors were not honoring the State Contract pricing and or were preparing proposals on Cooperative purchasing platforms with steep price increases. Vendor inventory was, and remains, limited, order availability is unpredictable and price increases continue to multiply.

The Toro Groundmaster, a detail production piece that the sports field team relies heavily on, recently fell out of service and is beyond reasonable repair. The proposed Jacobsen mower was recently delivered to Kansas Golf and Turf and has already been quoted to several interested buyers. Additionally, the unit is offered for purchase under an Oklahoma State Contract, however there is no price savings, and the City of Bentonville does not honor that Contract. The Jacobsen mower is the lowest priced equivalent replacement mower proposal and is the only available unit that has presented itself during our search.

JOHN DEERE

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

Brad Wright

P & K Equipment, Inc.
907 West Henri De Tonti Blvd
Springdale, AR 72762

Tel: 479-306-4020
Fax: 479-306-4015
Email: bwright@pkequipment.com

- ☐ Vendor: Deere & Company
  2000 John Deere Run
  Cary, NC 27513
- ☐ Signature
- ☐ Shipping address
- ☐ Billing address
- ☐ Tax exempt certificate (if applicable). Must be made out to Deere & Company.

If information is not included, the Purchase Order or Letter of Intent will be returned.

The John Deere Government Sales Team

Quote Id: 25791673

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
P & K Equipment, Inc.
907 West Henri De Tonti Blvd
Springdale, AR 72762
479-306-4020
springdale@pkequipment.com

Prepared For:

CITY OF BENTONVILLE

Proposal For:

Delivering Dealer:
Brad Wright

P & K Equipment, Inc.
907 West Henri De Tonti Blvd
Springdale, AR 72762

springdale@pkequipment.com

Quote Prepared By:
Brad Wright
bwright@pkequipment.com

Date: 17 December 2021

Offer Expires: 30 December 2021

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479-306-4020
springdale@pkequipment.com

Quote Summary

Prepared For:

CITY OF BENTONVILLE
488 TAYLOR RD
115 W Central Ave
BENTONVILLE, AR 72712
Business: 479-271-3109

Delivering Dealer:

P & K Equipment, Inc.
Brad Wright
907 West Henri De Tonti Blvd
Springdale, AR 72762
Phone: 479-306-4020
bwright@pkequipment.com

Thank you - we appreciate your business!

Prices listed include all applicable bonuses & rebates.

Quote ID: 25791673
Created On: 17 December 2021
Last Modified On: 21 December 2021
Expiration Date: 30 December 2021

WARRANTY INFORMATION: FOR **NEW** EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR **USED** EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

By signing below, the customer acknowledges that he/she has received a copy of the operator's manual for new equipment.

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 7400A TerrainCut Trim and Surrounds Mower	$ 50,231.65	X	1	=	$ 50,231.65

Contract: AR Grounds Maint Equip Sourcewell PA 4600049240 (PG 55 CG 22)
Price Effective Date: December 20, 2021

Equipment Total **$ 50,231.65**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 50,231.65
Trade In	
SubTotal	**$ 50,231.65**
Est. Service Agreement Tax	$ 0.00
Total	$ 50,231.65
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 50,231.65**

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

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2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

P & K Equipment, Inc.
907 West Henri De Tonti Blvd
Springdale, AR 72762
479-306-4020
springdale@pkequipment.com

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 25791673 **Customer Name:** CITY OF BENTONVILLE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
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907 West Henri De Tonti Blvd
Springdale, AR 72762
479-306-4020
springdale@pkequipment.com

JOHN DEERE 7400A TerrainCut Trim and Surrounds Mower

Hours:

Stock Number:

Contract: AR Grounds Maint Equip Sourcewell PA
4600049240 (PG 55 CG 22)

Selling Price *
$ 50,231.65

Price Effective Date: December 20, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
143CTC	7400A TerrainCut Trim and Surrounds Mower	1	$ 63,619.00	24.00	$ 15,268.56	$ 48,350.44	$ 48,350.44
	Standard Options - Per Unit						
001A	United States/Canada	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
183E	JDLink™ Modem	1	$ 932.00	24.00	$ 223.68	$ 708.32	$ 708.32
0443	All Other Countries (English / Spanish)	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 932.00**		**$ 223.68**	**$ 708.32**	**$ 708.32**
	Dealer Attachments/Non-Contract/Open Market						
BUC11050	ShadePro(TM) Canopy	1	$ 1,543.27	24.00	$ 370.38	$ 1,172.89	$ 1,172.89
	Dealer Attachments Total		**$ 1,543.27**		**$ 370.38**	**$ 1,172.89**	**$ 1,172.89**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 66,094.27**		**$ 15,862.62**	**$ 50,231.65**	**$ 50,231.65**

Russell Cole
9900 Lackman Rd
Lenexa, KS 66219
Cell (620) 228-2293
Direct (913) 495-5527

TO: Bentonville Parks
Attn: Alex

Terms	**Quote Date**
net 20	7/6/2022
Quote Effective Until	
30 days	

Proposal

QTY	MODEL #	DESCRIPTION	Price	SALE PRICE
1	068021-E410	**Jacobsen AR 331 3 deck contour rotary**		$48,645.00

Local Sales Taxes Apply

SUBTOTAL
TAX
TOTAL

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF A JACOBSEN AR 331 3 DECK COUNTOUR ROTARY MOWER; ADJUSTING THE 2022 BUDGET TO APPROPRIATE EIGHTEEN THOUSAND SEVEN HUNDRED SIXTY-SIX DOLLARS ($18,766.00) INTO ACCOUNT #105030-47410, MACHINERY AND EQUIPMENT, TO FUND SAID PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, Parks and Recreation initiated this purchase process during the last quarter of 2021 and found that equipment vendors were not honoring the State Contract pricing;

WHEREAS, vendor inventory was, and remains, limited and, coupled with order availability that is unpredictable, causes price increases to continually multiply;

WHEREAS, the proposed Jacobsen mower, recently delivered to Kansas Golf and Turf, is the lowest priced equivalent replacement for the City's unrepairable Toro Groundmaster which was heavily relied upon by the sports field team;

WHEREAS, a budget adjustment is needed to cover the difference in cost between the budgeted amount and actual cost of this purchase; and

WHEREAS, Kansas Golf and Turf has already quoted this item to several interested buyers therefore time is of the essence.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Kansas Golf and Turf, for the purchase of a Jacobsen AR 331 3 Deck Contour Rotary mower, in the amount of fifty-three thousand two hundred sixty-six dollars ($53,266.00);

Section 2: The 2022 Budget is adjusted to appropriate eighteen thousand seven hundred sixty-six dollars ($18,766.00) into account #105030-47410, Machinery and Equipment, to fund said purchase;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of the Jacobsen AR 331 3 Deck Contour Rotary mower;

Section 4 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk