



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.

Committee of the Whole Meeting

Monday, August 8, 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 August 8, 2022:**

https://us02web.zoom.us/webinar/register/WN_hBsp9KTARQy3jKpUxMPcXQ

Regular City Council Meeting

Tuesday, August 9, 2022 6:00 p.m.

City Hall

305 S.W. “A” Street

Planning Commission Meeting Room

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on August 9, 2022:**

https://us02web.zoom.us/webinar/register/WN_lzkKu6zaS2yNE-M1VoAwaQ

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: July 26, 2022

AGENDA

1. Discussion item to follow up on City Council's request to review the Lowest Floor Elevation which is currently set at 3 feet above the Base Flood Elevation. **(Monday Night Only)** (Pages 5-20)
2. Recognition by City Council of Naveen Nandyala who resides at 4400 SW Rhinestone Road. The property's landscaping was nominated by a Bentonville resident and is the July Residential Landscaping of the Month award winner. (Pages 21-22)
3. Planning:

- 3a. **Ordinance accepting a lot split of existing Lot 8, Block 2; T.J. Holland's Subdivision creating new Lots 18, 19, 20, 21, 22, and 23, Block 2, T.J. Holland's Subdivision, to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS21-0010) SW 4th & SW B Street.** (Pages 25-27)

The Planning Commission voted 6-0, recommending approval.

Note: Commissioner Wright was absent from the August 2 meeting and all items were voted on by the 6 remaining Commissioners.

A lot split for existing Lot 8, Block 2, T.J. Holland's Subdivision, creating new Lot 18 (+/- 0.026 Acres.), Lot 19 (+/- 0.024 Acres), Lot 20 (+/- 0.024 Acres), Lot 21 (+/- 0.024 Acres), Lot 22 (+/- 0.024 Acres), and Lot 23 (+/- 0.037 Acres). This plat dedicates right-of-way along SW B Street to meet Master Street Plan requirements.

- 3b. **Ordinance accepting a lot split of existing Lots 10 and 17, Southside Subdivision creating new Lots 23, 24, 25, 26, 27, 28, 29, 30, and 31, Southside Subdivision to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS21-0063) SE 7th & SE B Street.** (Pages 28-30)

The Planning Commission voted 6-0, recommending approval.

A lot split for existing Lots 10 and 17, Southside Subdivision, creating new Lot 23 (+/-841.80 S.F.), Lot 24 (+/-587.25 S.F.), Lot 25 (+/-585.99 S.F.), Lot 26 (+/-775.29 S.F.), Lot 27 (+/-593.99 S.F.), Lot 28 (+/-748.34 S.F.), Lot 29 (+/-770.13 S.F.), Lot 30 (+/-770.73 S.F.), and Lot 31 (+/-789.63 S.F.). This plat dedicates right-of-way along SE 7th Street and SE B Street to meet Master Street Plan requirements.

4. Appeal to a Planning Commission decision for a future land use amendment by Jennifer Watkins on behalf of Haney Enterprises, LLC of land located on 809 NW 14th Street. The Planning Commission voted 4-2 to recommend to the City Council that the petition be denied and that said property not be changed from its present Future Land Use of Low-Density Residential to Medium-Density Residential. (Pages 31-39)
5. Appeal to a Planning Commission decision for a rezoning request by Jennifer Watkins on behalf of Haney Enterprises, LLC of land located on 809 NW 14th Street. The Planning Commission voted 5-1 to recommend to the City Council that the petition be denied and that said property not be changed from its present zoning of R-1, Low-Density Single-Family Residential to R-2, Medium-Density Duplex and Townhome Residential. (Pages 40-48)

6. Utility Board:

- 6a. Resolution to award Bid 22-72 for the expansion of "I" Sub and an associated budget adjustment to Koontz Electric Company, Inc. for \$1,070,800.71. Approved by Utility Board 5-0. **(Pages 49-111)**
- 6b. Ordinance to enter into an agreement with Stribling Equipment and waive the requirements for competitive bidding to purchase currently leases backhoes and an associated budget adjustment for \$690,349.75. Breakdown by department per attached memo. Approved by Utility Board 5-0. **(Pages 112-120)**
7. Resolution allowing the Mayor and City Clerk to enter into an amendment to the PD's Tyler Technology New World contract to add a Data & Insights-Public Safety Analytics software package. This Data & Insights-Public Safety Analytics software package provides insight on crime trends and patterns, provides visual, map-based imagery of problem areas, help improve operations to prevent crime, and allows for citizen transparency and interactive information accessible to citizens via a link on the City of Bentonville's webpage. A one time set up fee and yearly cost will be budgeted. Current 2022 budget has money to fund initial request. Attachment-amendment to contract. **(Pages 121-130)**
8. Resolution for the Mayor and City Clerk to enter into a Memorandum of Understanding with the Bentonville School District, in accordance with Arkansas code 6-10-128 (c). This model MOU addresses the required components of an effective School Resource Officer (SRO) Program and shall be used by any district that has an SRO as a basis for an MOU with the local law enforcement agency, or in the creation of policies and procedures if the school district has an institutional law enforcement officer program (attached agreement). **(Pages 131-146)**
9. Resolution approving a budget adjustment in the amount of \$495,190.00 to recognize the full-time Law Enforcement Officer Salary Stipend (Act 224 of 2022). These funds will be dispersed to the City of Bentonville by the Department of Finance and Administration and consist of a \$5000.00 payment and an additional \$382.50 per officer for Medicare and Social Security taxes. The budget adjustment amount is based on 92 full-time sworn officers for the City of Bentonville. Note: each department within the State is responsible providing all documents to the Commission of Law Enforcement Standards and Training (CLEST) to verify officers meet eligibility requirements. **(Pages 147-150)**
10. Resolution to award bid IFB-22-73 to McClarty Daniel Buick GMC of Bentonville, AR for the police department's fleet maintenance contract, per the unit prices in the Bid Submission attached. This contract includes all routine and non-routine vehicle maintenance, warranty, and inspection services for the Bentonville Police Department vehicles. The term of the awarded contract shall be one (1) year, renewable annually upon mutual written agreement for a total maximum term not to exceed three (3) years. Note: the department previously used Superior Cadillac of Bentonville from 2019 until the end of the contract in 2022, at which point it was placed out for bid. Attachments: bid solicitation and tabulation final. **(Pages 151-176)**
11. Ordinance amending the facility use fees for the Bentonville Community Center in 2023. The Parks and Recreation Advisory Board approved unanimously. **(Pages 177-181)**
12. Resolution for City Council approval of a change order, in the amount of \$120,000.00, for additional services requested for the design of the A Street Promenade. **(Pages 182-186)**

13. Public hearing and ordinance vacating two access easements and one utility easement requested for 3809 SW Crockett (VAC22-0010). [\(Pages 187-195\)](#)
14. Resolution setting a public hearing for August 23, 2022 for vacating Street Right of Way and establishing a Utility Easement requested by Diana Gibson at 729 NE A Street, Demings 2nd Addition (VAC22-0008). [\(Pages 196-198\)](#)
15. Resolution setting a public hearing for August 23, 2022 to vacate a Drainage and Utility Easement located at Demings 2nd Addition, Block 24 Lot 27 201 NE 7th Street (VAC22-0022). [\(Pages 199-201\)](#)
16. Resolution allowing the Mayor to enter into a professional services agreement with Pinnacle Consulting Management Group, Inc. for property acquisition services for SE Walton Blvd and SE Medical Center Pkwy (PIIP22-0037, MUNIS 21ST0007). The cost of this agreement will be \$50,100.00. This firm was selected following the City's standard SOQ selection process for the procurement of professional services in accordance with state law and the City's Purchasing Policy. [\(Pages 202-216\)](#)
17. Resolution allowing the Mayor and City Clerk to accept the transfer of certain ARDOT property to the City of Bentonville to facilitate current and future Transportation projects. [\(Pages 217-225\)](#)
18. Resolution allowing the Mayor and City Clerk to approved change order #1 to Flintco for the SW Bright Road project. This change will increase the contract price by \$297,431.00. [\(Pages 226-236\)](#)



Agenda Item Form

Date of City Council Meeting	8/9/2022
Department	Engineering
Submitted by	Dan Weese - Deputy Director
Phone	(479) 254-2024

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Discussion item to follow up on City Council's request to review the Lowest Floor Elevation which is currently set at 3 feet above the Base Flood Elevation.					

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



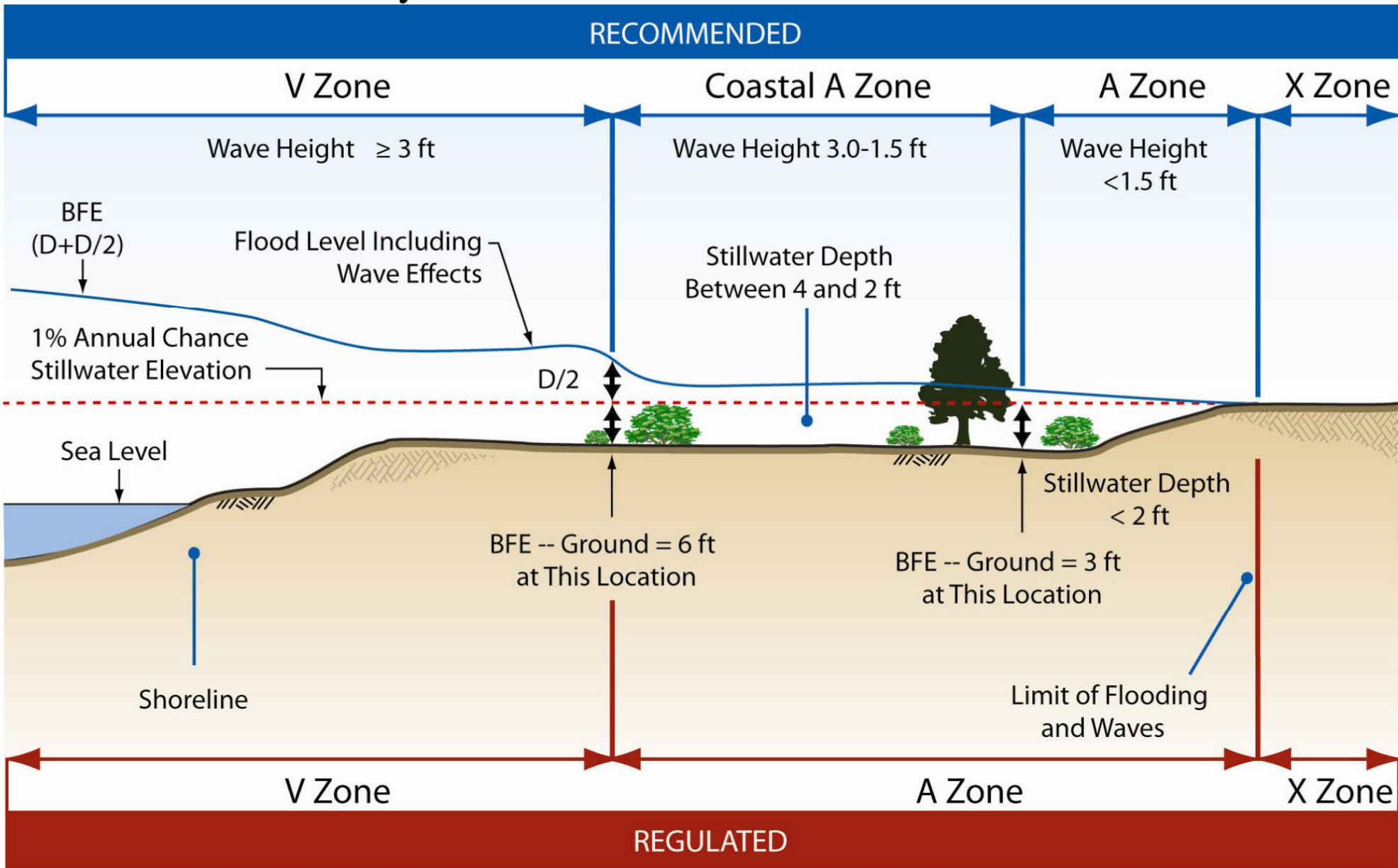
www.bentonvillear.com
PLEASE RECYCLE



What is Freeboard?

Freeboard
BFE





1% Annual Chance Flooding Stillwater Depth = D

Figure 1 | Coastal Floodplain Zones

What is the current situation?

Flood Insurance Costs - May 11, 2022 Updates

Total Policies – 100

Annual Cost – Average \$1,012; Maximum \$4,929; Minimum \$201.

Current Community Rating Adjustment -10% based on CRS rating

How do other jurisdictions North and West of Little Rock address Freeboard?
(2020 population ranges from 2,397 to 399,125)

0 Freeboard – 3

1' Freeboard – 10

2' Freeboard – 21

3' Freeboard – 3 (Bentonville, Rogers, Centerton)

Foundation Type

Below are the six Foundation Types, which provide important insight as to where the flood risk is likely to begin. Buildings Elevated with Enclosure Not on Posts, Piles, or Piers will have a higher premium than buildings Elevated without Enclosure on Posts, Piles, Piers, if all rating variables are the same.



Slab on Grade



Basement



Crawlspace
(including Subgrade
Crawlspace)



Elevated with
Enclosure Not on
Posts, Piles, or Piers



Elevated with
Enclosure on Posts,
Piles, or Piers



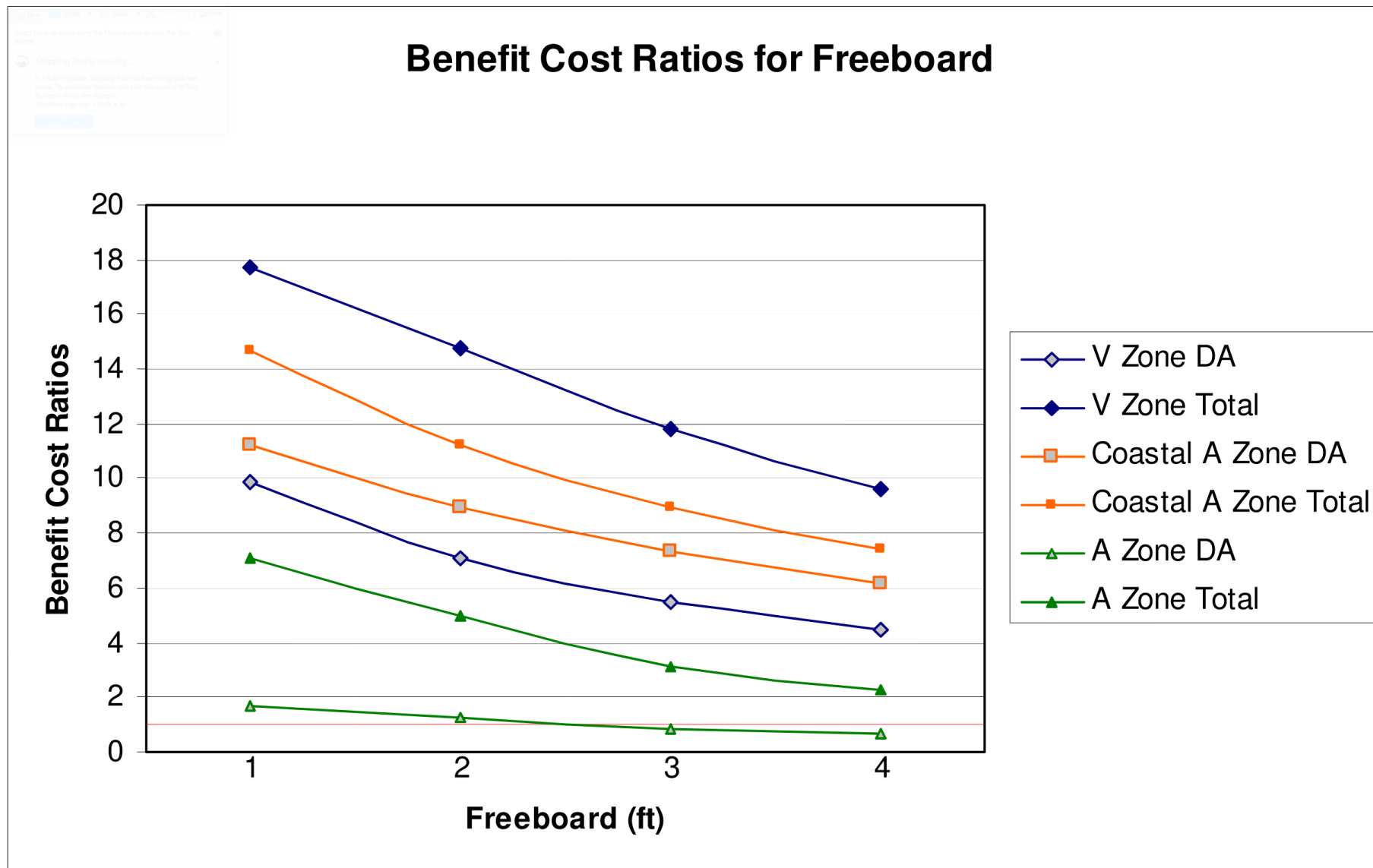
Elevated without
Enclosure on Posts,
Piles, or Piers

First Floor Height

The First Floor Height (FFH), or the height of the building's first lowest floor above the adjacent grade, is another rating variable critical to understanding the flood risk. Generally, buildings that are higher off the ground have lower risk. The following chart shows the discount percentage based on the foundation type and FFH, which is included in the amount charged for building and contents coverage. For example, a building with a crawlspace foundation and FFH of 3 feet above adjacent grade corresponds to a 22.1% discount compared to the same building having a FFH of 0. Between whole numbers, the discount for FFH is continuously provided (interpolated). For example, a building with a slab-on-grade foundation and FFH of 1.25 feet will receive a discount of -9.85%, which is a quarter of the way between the discount for 1 foot and 2 feet.

First Floor Height* (In Feet)	Slab on Grade	Basement	Crawlspace (including Subgrade Crawlspace)	Elevated with Enclosure Not on Posts, Piles, or Piers	Elevated with Enclosure on Posts, Piles, or Piers	Elevated without Enclosure on Posts, Piles, or Piers
0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
1	-8.0%	-8.0%	-8.0%	-8.0%	-9.0%	-10.0%
2	-15.4%	-15.4%	-15.4%	-15.4%	-17.2%	-19.0%
3	-22.1%	-22.1%	-22.1%	-22.1%	-24.6%	-27.1%
4	-28.4%	-28.4%	-28.4%	-28.4%	-31.4%	-34.4%
5	-34.1%	-34.1%	-34.1%	-34.1%	-37.6%	-41.0%
6	-36.7%	-36.7%	-36.7%	-36.7%	-43.2%	-46.9%
7	-39.3%	-39.3%	-39.3%	-39.3%	-48.3%	-52.2%
8	-41.7%	-41.7%	-41.7%	-41.7%	-53.0%	-57.0%
9	-44.0%	-44.0%	-44.0%	-44.0%	-57.2%	-61.3%
10 - 14	-46.3% to -54.4%	-46.3% to -54.4%	-46.3% to -54.4%	-46.3% to -54.4%	-61.1% to -73.3%	-65.1% to -77.1%
15 - 25	-56.2% to -70.9%	-56.2% to -70.9%	-56.2% to -70.9%	-56.2% to -70.9%	-75.7% to -86.6%	-79.4% to -88.9%

**Although the chart shows FFHs up to 25 feet, we recognize it is rare that the FFH will reach those measurements for most foundation types.*



Graph 5 | A Comparison of the Benefit Cost Ratios for Damages-Avoided Only (DA) Versus the Benefit Cost Ratio Total (i.e., the combined damages-avoided benefits plus the flood insurance premium savings) . The red line illustrates a Benefit Cost Ratio of 1.0.

What are the cost impacts?

A common argument opposing requirements to elevate buildings higher than required by the NFIP is the additional cost of higher foundations. The incremental cost to add up to 4 feet of additional height varies, depending on foundation type, with elevation on fill more costly than other types of foundations. FEMA estimates each foot of freeboard adds between 0.25 and 1.5 percent to the total cost of construction. Analyses show future avoided damage and lower-cost NFIP flood insurance premiums make it cost-effective to build higher. For most buildings built higher than the BFE, the annual insurance savings is enough to recover added costs within several years. Download the FEMA Fact Sheet *Building Higher in Flood Zones: Freeboard – Reduce Your Risk, Reduce Your Premium* at www.fema.gov/media-library/assets/documents/96411.

A 2006 study conducted for the American Institutes for Research* looked at these average additional costs for a 2,000 square foot house. The findings are below, updated to 2017 construction costs.

Foundation Type	Cost per additional foot
Concrete block piers	\$890
Crawlspace with concrete block walls	\$1,850
Crawlspace with poured concrete walls	\$2,155
Stem wall with fill	\$2,345
Fill only	\$4,470

Census Bureau Single Family Under Construction Index Fisher(Deflator) 2005 = 100.0 Index

<https://www.census.gov/construction/cpi/>

January 2017 = 123.8

April 2022 = 179.5

2017 Costs x 1.45 = 2022 Costs

Concrete block piers \$1,290

Crawlspace with concrete block walls \$2,682

Crawlspace with poured concrete walls \$3,125

Stem wall with fill \$3,400

Fill only \$6,481



One or two feet of additional elevation can prevent thousands of dollars in flood damage.



Reducing Lowest Floor above Base Flood Elevation

PC Date: 7/5/2022

Reviewer: Shelli Kerr, AICP, Comprehensive Planning Manager

Type	Amendment
Code Impacted	Development Code, Appendix A Flood Damage Prevention Code

Background

May 10, 2022 (City Council meeting): City Council approved an ordinance amending the Land Development Code establishing additional findings of fact with Base Level Engineering (BLE) data for Flood Hazard Information as recommended by the Federal Emergency Management Agency (FEMA). At that same meeting, City Council requested staff revisit the requirement that the lowest floor be elevated at least three feet above Base Flood Elevation (BFE).

June 7, 2022 (Planning Commission meeting): Staff presented a document that highlighted the portions of the Flood Damage Prevention Code that established the three foot requirement to Planning Commission. Planning Commission recommended that an ordinance be drafted reducing the lowest floor elevation from three feet to two feet above Base Flood Elevation for discussion.

July 5, 2022 (Planning Commission meeting): Staff presented an ordinance reducing the lowest floor elevation from three feet to two feet above Base Flood Elevation for discussion, as requested on June 7. Planning Commission voted to leave the requirement at three feet, with a vote of 5 to 1.

July 12, 2022 (City Council meeting): City Council requested that the ordinance, drafted for Planning Commission and not approved, reducing the lowest floor elevation from three feet to two feet above Base Flood Elevation, be discussed at the August 8, 2022 Committee of the Whole.

Proposed Changes

Amend Sec. B Risk Zone Specific Standards in Appendix A Flood Damage Prevention Code to reduce the lowest floor elevation above the Base Flood Elevation (BFE) from three feet to two feet.

Recommendation

Engineering, Planning staff, and Planning Commission recommend that the lowest floor elevation above the Base Flood Elevation (BFE) remain at three feet.

Memorandum



To: Mayor and City Council
From: Dan Weese, PE – Deputy Director Transportation (479) 254-2024
Date: Tuesday, July 26, 2022
Re: BFE Engineering Staff Opinion

Project Name: BFE Ordinance Revision Project # NA

I recommend that the requirement for Lowest Floor Elevation remain at 3 feet above the Base Flood Elevation.

If there are any questions regarding staff recommendation, please feel free to contact me.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE FLOOD DAMAGE PREVENTION CODE TO
REDUCE THE LOWEST FLOOR ABOVE BASE FLOOD ELEVATION FROM
THREE FEET TO TWO FEET; AND FOR OTHER PURPOSES.**

WHEREAS, on May 10, 2022, City Council approved an ordinance amending the Land Development Code establishing additional findings of fact with Base Level Engineering (BLE) data for Flood Hazard Information; and

WHEREAS, City Council requested staff revisit the three foot elevation requirement;

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

Section 1: Amendment: That Bentonville Municipal Code, Appendix B Land Development Code, Appendix A Flood Damage Prevention Code, **Section B. Risk Zone Specific Standards** is hereby amended with the following *Attachment A: Flood Damage Prevention Code Amendment*, an electronic copy and paper copy of which is on file with the City Clerk, is hereby referred to, adopted and made a part hereof as though it were copied herein fully.

Section 2: Codification: That Bentonville Municipal Code, Appendix B Land Development Code, Appendix A - Flood Damage Prevention Code, as amended, shall be codified into Appendix B Land Development Code, **Sec. 1500.06 Flood Damage Prevention Code Adopted by Reference.**

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 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

SECTION B. RISK ZONE SPECIFIC STANDARDS

In addition to the General Standards, the following standards apply to specific development types in specific Risk Zones, except as revised in Section E of this Article. Risk Zones listed in this Code that do not appear on the current FIRM are not applicable.

(1) In AE Risk Zones: Special Flood Hazard Areas with base floods determined

a) For Residential Structures in Zone AE:

1. For all new residential structures, the top surface of the lowest floor must have an elevation 32 feet or more above the published BFE. This elevation must be documented on an Elevation Certificate properly completed by a Professional Engineer, Surveyor or Architect licensed to practice in the State of Arkansas.
2. For all substantial improvements or substantial damage to existing residential structures, the entire structure becomes subject to the requirements of a new residential structure.
3. For any reconstruction, rehabilitation, addition, or other improvement to an existing residential structure that is less than a substantial improvement, only the improved area, but not the entire structure, becomes subject to the requirements of a new residential structure.

b) For Nonresidential Structures in Zone AE:

1. All new commercial, industrial or other nonresidential structures must either:
 - a. have the lowest floor (including basement) elevated 32 feet or more above the base flood level or
 - b. be floodproofed such that, together with attendant utility and sanitary facilities, be designed so that below an elevation of 32 feet above the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 - c. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify on a Floodproofing Certificate that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.
2. For all substantial improvements or substantial damage to existing commercial, industrial or other nonresidential structures the entire structure becomes subject to the requirements of a new nonresidential structure.
3. For any reconstruction, rehabilitation, addition, or other improvement to an existing nonresidential structure that is less than a substantial improvement, only the improved area, but not the entire structure, becomes subject to the requirements of a new nonresidential structure.

c) For Manufactured Homes in Zone AE:

1. All manufactured homes that are placed or substantially improved on sites:
 - a. outside of a manufactured home park or subdivision,
 - b. in a new manufactured home park or subdivision,
 - c. in an expansion to an existing manufactured home park or subdivision, or
 - d. in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such

Attachment A: Flood Damage Prevention Code Amendment

that the lowest floor of the manufactured home is elevated 3 feet or more **above** the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

2. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision on the community's FIRM that are not subject to the provisions of paragraph (1.) of this section be elevated so that either:
 - a. the lowest floor of the manufactured home is 3-2 feet or more above the base flood elevation, or
 - b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36-inches2 feet in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
3. For all substantial improvements or substantial damage to existing manufactured home, the entire structure becomes subject to the requirements of a new manufactured home.
4. For any reconstruction, rehabilitation, addition, or other improvement to an existing manufactured home that is less than a substantial improvement, only the improved area, but not the entire structure, becomes subject to the requirements of a new manufactured home.
- d) **Where FEMA has not established a regulatory floodway in Zone AE**, no Floodplain Development Permit may be issued unless a detailed engineering analysis is submitted along with the application that demonstrates the increase in base floodwater elevation due to the proposed development and all cumulative developments since the publication of the current FIRM will be less than 1 foot.

(2) **Floodways: High risk areas of stream channel and adjacent floodplain**

- a) **Developments** in regulatory floodways are **prohibited, unless**
 1. **A No-Rise Certificate**, signed and stamped by a Professional Engineer licensed to practice in the State of Arkansas, **is submitted** to demonstrate through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed development would not result in any increase in flood levels within the community during the occurrence of a base flood event; **or**
 2. **All requirements of 44 CFR §65.12 are first met.**
- b) **No Manufactured Home may be placed in a regulatory floodway**, regardless of elevation height, anchoring methods, or No-Rise Certification.

(3) **In AH or AO Risk Zones: Special Flood Hazard Areas of shallow flooding**

- a) **For Residential Structures in Zones AH or AO:**
 1. All new residential structures must be constructed with the top surface of the lowest floor elevated 3 feet or more above the published BFE, or 32 feet or more above the highest adjacent grade in addition to the depth number specified (at least 2 feet if no depth number is specified) on the community's FIRM. This elevation must be documented on an Elevation Certificate properly completed by a Professional Engineer, Surveyor or Architect licensed to practice in the State of Arkansas.

Attachment A: Flood Damage Prevention Code Amendment

2. For all substantial improvements or substantial damage to existing residential structures the entire structure becomes subject to the requirements of a new residential structure.
3. For any reconstruction, rehabilitation, addition, or other improvement to an existing residential structure that is less than a substantial improvement, only the improved area, but not the entire structure, becomes subject to the requirements of a new residential structure

b) For Nonresidential Structures in Zones AH or AO:

1. All new commercial, industrial or other nonresidential structure must either:
 - a. have the top surface of the lowest floor elevated ~~3-2~~ feet or more above the published BFE, or ~~3-2~~ feet or more above the highest adjacent grade in addition to the depth number specified (at least 2 feet if no depth number is specified) on the community's FIRM, with documentation on an Elevation Certificate properly completed by a Professional Engineer, Surveyor or Architect licensed to practice in the State of Arkansas; or
 - b. be floodproofed such that the structure, together with attendant utility and sanitary facilities be designed so that below ~~3-2~~ feet or more above the published BFE in Zone AH, or ~~3-2~~ feet or more above the base specified flood depth in an AO Zone, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
2. For all substantial improvements or substantial damage to existing commercial, industrial or other nonresidential structures the entire structure becomes subject to the requirements of a new nonresidential structure.
3. For any reconstruction, rehabilitation, addition, or other improvement to an existing nonresidential structure that is less than a substantial improvement, only the improved area, but not the entire structure, becomes subject to the requirements of a new nonresidential structure.

c) For Manufactured Homes in Zones AH or AO:

1. All manufactured homes that are placed or substantially improved on sites:
 - a. outside of a manufactured home park or subdivision,
 - b. in a new manufactured home park or subdivision,
 - c. in an expansion to an existing manufactured home park or subdivision, or
 - d. in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated ~~3-2~~ feet or more above the published BFE, or ~~3-2~~ feet or more above the highest adjacent grade in addition to the depth number specified (at least 2 feet if no depth number is specified) on the community's FIRM, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
2. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision on the community's FIRM that are not subject to the provisions of paragraph 1. of this section be elevated so that either:
 - a. the lowest floor of the manufactured home meets the elevation standard of paragraph 1., or
 - b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than ~~36-inches~~ 2 feet in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

Attachment A: Flood Damage Prevention Code Amendment

3. For all substantial improvements or substantial damage to existing manufactured home, the entire structure becomes subject to the requirements of a new manufactured home.
 4. For any reconstruction, rehabilitation, addition, or other improvement to an existing manufactured home that is less than a substantial improvement, only the improved area, but not the entire structure, becomes subject to the requirements of a new manufactured home.
 - d) **Where FEMA has not established a regulatory floodway in Zone in Zones AH or AO**, no Floodplain Development Permit may be issued unless a detailed engineering analysis is submitted along with the application that demonstrates the increase in base floodwater elevation due to the proposed development and all cumulative developments since the publication of the current FIRM will be less than 1 foot.
 - e) **Require adequate drainage paths** around structures on slopes, to guide flood waters around and away from proposed structures.
-

(4) **In “A” Risk Zones: Special Flood Hazard Areas with no base flood elevations determined**

- a) **In Zone A, The applicant or the applicant’s agent must determine a base flood elevation prior to construction. The BFE will be based on a source or method approved by the local Floodplain Administrator.**
- b) **For Residential Structures in Zone A:**
 1. For all new residential structures, the top surface of the lowest floor must have an elevation 3-2 feet or more above the BFE. This elevation must be documented on an Elevation Certificate properly completed by a Professional Engineer, Surveyor or Architect licensed to practice in the State of Arkansas.
 2. For all substantial improvements or substantial damage to existing residential structures, the entire structure becomes subject to the requirements of a new residential structure.
 3. For any reconstruction, rehabilitation, addition, or other improvement to an existing residential structure that is less than a substantial improvement, only the improved area, but not the entire structure, becomes subject to the requirements of a new residential structure.
- c) **For Nonresidential Structures in Zone A:**
 1. All new commercial, industrial or other nonresidential structures must either:
 - a. have the lowest floor (including basement) elevated 3-2 feet or more above the base flood level or
 - b. be floodproofed such that, together with attendant utility and sanitary facilities, be designed so that below an elevation of 3-2 feet above the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 - c. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify on a Floodproofing Certificate that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

Attachment A: Flood Damage Prevention Code Amendment

2. For all substantial improvements or substantial damage to existing commercial, industrial or other nonresidential structures the entire structure becomes subject to the requirements of a new nonresidential structure.
3. For any reconstruction, rehabilitation, addition, or other improvement to an existing nonresidential structure that is less than a substantial improvement, only the improved area, but not the entire structure, becomes subject to the requirements of a new nonresidential structure.

d) For Manufactured Homes in Zone A:

1. All manufactured homes that are placed or substantially improved on sites:
 - a. outside of a manufactured home park or subdivision,
 - b. in a new manufactured home park or subdivision,
 - c. in an expansion to an existing manufactured home park or subdivision, or
 - d. in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated 3-2 feet or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 2. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision on the community's FIRM that are not subject to the provisions of paragraph (1.) of this section be elevated so that either:
 - a. the lowest floor of the manufactured home is 3-2 feet or more above the base flood elevation, or
 - b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than ~~36-inches~~ 2 feet in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 3. For all substantial improvements or substantial damage to existing manufactured home, the entire structure becomes subject to the requirements of a new manufactured home.
 4. For any reconstruction, rehabilitation, addition, or other improvement to an existing manufactured home that is less than a substantial improvement, only the improved area, but not the entire structure, becomes subject to the requirements of a new manufactured home.
- e) **Base flood elevation data and a regulatory floodway**, utilizing accepted engineering practices, shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided.



Agenda Item Form

Date of City Council Meeting	8/9/2022
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 Naveen Nandyala who resides at 4400 SW Rhinestone Road. The property's landscaping was nominated by a Bentonville resident and is the July 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: July 27th, 2022

To: Bentonville City Council

From: Baylea Birchfield, Planner

RE: Residential Landscaping of the Month Award – July 2022

The Tree and Landscape Advisory Committee has awarded Naveen Nandyala of 4400 SW Rhinestone Road as the winner for the July Residential Landscaping of the Month Award. The property was nominated by a Bentonville resident.

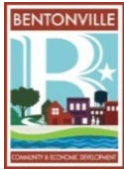


About the Award

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 August 9, 2022
From the August 2, 2022 Planning Commission Meeting

New Business

- 1. Ordinance accepting a lot split of existing Lot 8, Block 2; T.J. Holland's Subdivision creating new Lots 18, 19, 20, 21, 22, and 23, Block 2, T.J. Holland's Subdivision, to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS21-0010) SW 4th & SW B Street.**

The Planning Commission voted 6-0, recommending approval.

Note: Commissioner Wright was absent from the August 2 meeting and all items were voted on by the 6 remaining Commissioners.

A lot split for existing Lot 8, Block 2, T.J. Holland's Subdivision, creating new Lot 18 (+/- 0.026 Acres.), Lot 19 (+/- 0.024 Acres), Lot 20 (+/- 0.024 Acres), Lot 21 (+/- 0.024 Acres), Lot 22 (+/- 0.024 Acres), and Lot 23 (+/- 0.037 Acres). This plat dedicates right-of-way along SW B Street to meet Master Street Plan requirements.

- 2. Ordinance accepting a lot split of existing Lots 10 and 17, Southside Subdivision creating new Lots 23, 24, 25, 26, 27, 28, 29, 30 and 31, Southside Subdivision, to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS21-0063) SE 7th & SE B Street.**

The Planning Commission voted 6-0, recommending approval.

A lot split for existing Lots 10 and 17, Southside Subdivision, creating new Lot 23 (+/-841.80 S.F.), Lot 24 (+/-587.25 S.F.), Lot 25 (+/-585.99 S.F.), Lot 26 (+/-775.29 S.F.), Lot 27 (+/-593.99 S.F.), Lot 28 (+/-748.34 S.F.), Lot 29 (+/-770.13 S.F.), Lot 30 (+/-770.73 S.F.), and Lot 31 (+/-789.63 S.F.). This plat dedicates right-of-way along SE 7th Street and SE B Street to meet Master Street Plan requirements.



Consent Agenda Items

For the Planning Commission meeting on August 2, 2022

Reviewer: Jon Stanley, Senior Planner

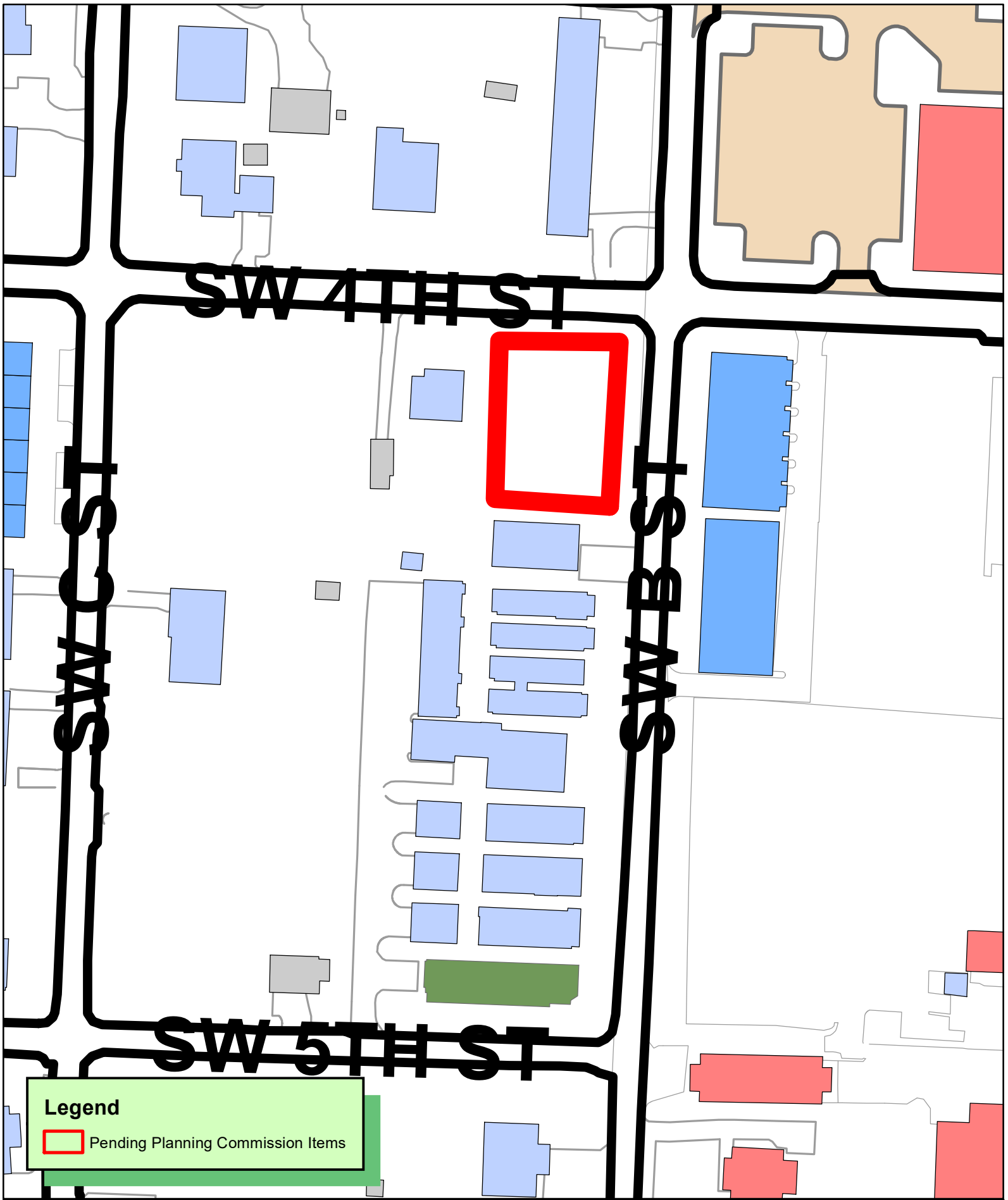
❖ The descriptions below shall serve as the staff report for each of the proposed consent agenda items.

Lot Split: Lots 18, 19, 20, 21, 22, and 23, Block 2, of T.J. Holland's Subdivision, NFD, LLC, SW 4th and SW B Street, DE, Downtown Edge, LS21-0010

A lot split for existing Lot 8, Block 2, T.J. Holland's Subdivision, creating new Lot 18 (+/- 0.026 Acres.), Lot 19 (+/- 0.024 Acres), Lot 20 (+/- 0.024 Acres), Lot 21 (+/- 0.024 Acres), Lot 22 (+/- 0.024 Acres), and Lot 23 (+/- 0.037 Acres). This plat dedicates right-of-way along SW B Street to meet Master Street Plan requirements.

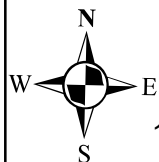
Lot Split: Lots 23 through 31, of Southside Subdivision, Hurricane WA, LLC, SE 7th and SE B Street, DE, Downtown Edge, LS21-0063

A lot split for existing Lots 10 and 17, Southside Subdivision, creating new Lot 23 (+/-841.80 S.F.), Lot 24 (+/-587.25 S.F.), Lot 25 (+/-585.99 S.F.), Lot 26 (+/-775.29 S.F.), Lot 27 (+/-593.99 S.F.), Lot 28 (+/-748.34 S.F.), Lot 29 (+/-770.13 S.F.), Lot 30 (+/-770.73 S.F.), and Lot 31 (+/-789.63 S.F.). This plat dedicates right-of-way along SE 7th Street and SE B Street to meet Master Street Plan requirements.



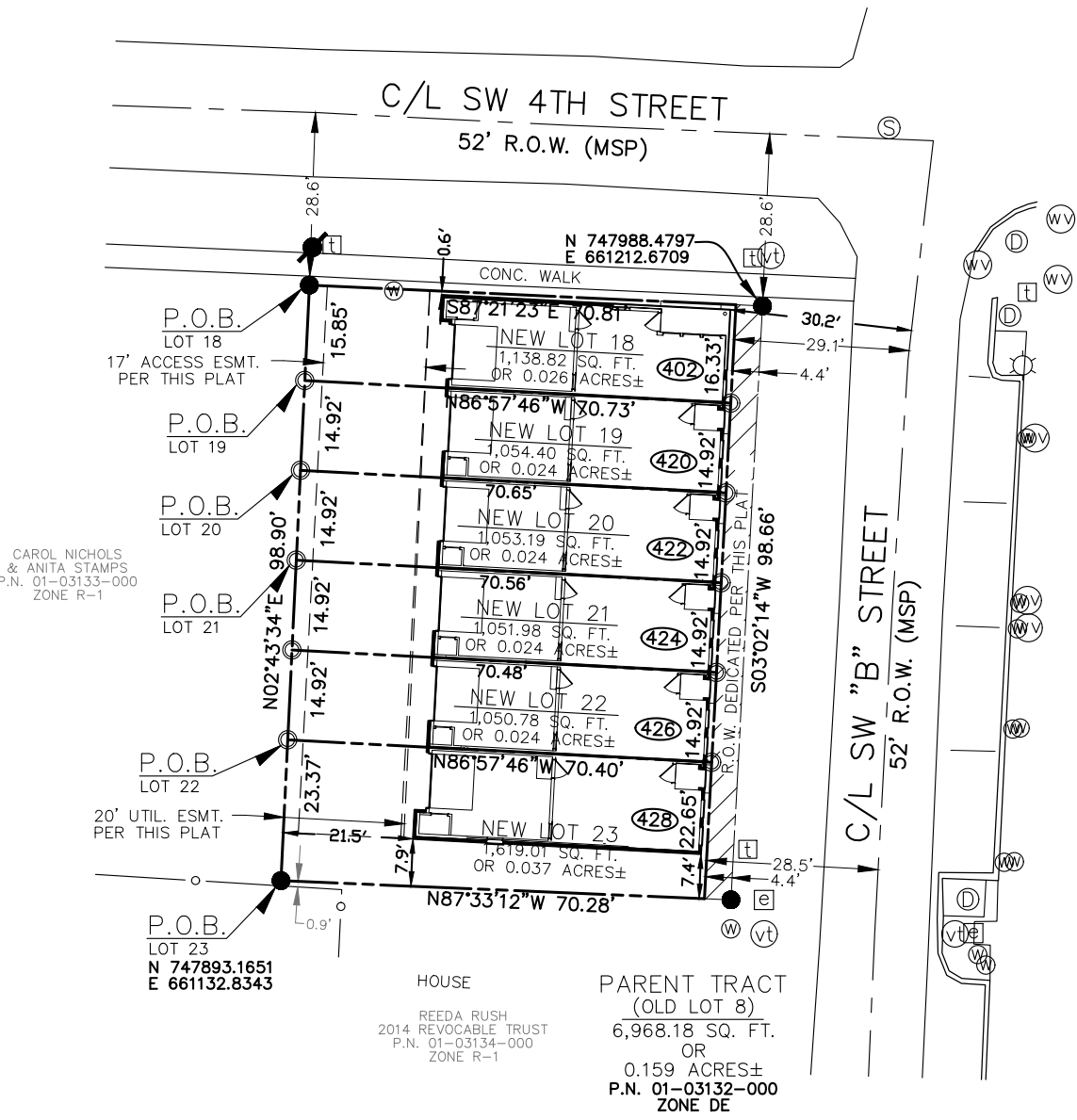
Legend

 Pending Planning Commission Items



**LS21-0010
LOT SPLIT
T J HOLLANDS SUBDIVISION
LOT 8 BLOCK 2 CREATING LOTS 18-23**



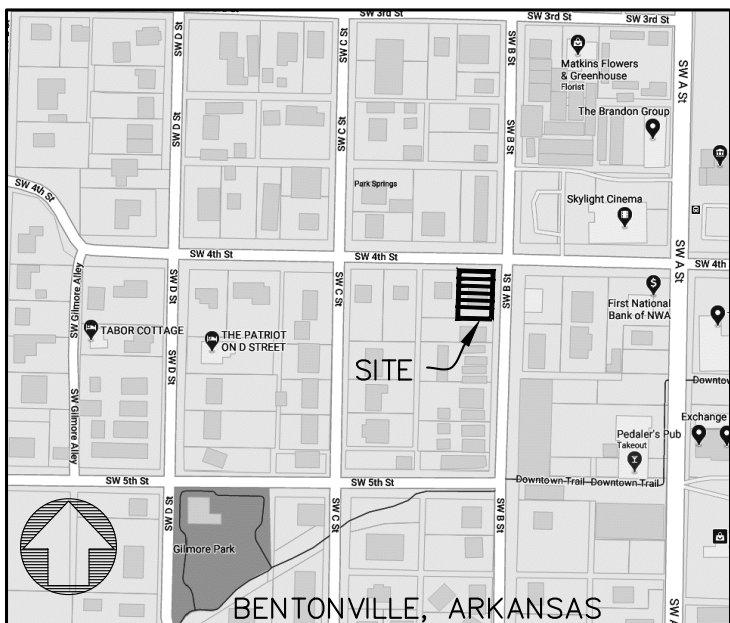


LEGEND

- FOUND REBAR
- SET 1/2" REBAR W/CAP (LS #1370)
- STORM SEWER MANHOLE
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- TELEPHONE RISER
- TELEPHONE VAULT
- ELECTRIC RISER
- UTILITY POLE
- LIGHT POLE
- CHAINLINK FENCE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- CENTER LINE
- EASEMENT LINE

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0255K (EFFECTIVE DATE JUNE 5, 2012) AND FOUND THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.



PARENT TRACT:

LOT 8, BLOCK 2 OF T.J. HOLLAND'S SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2011, PAGE 414 OF THE BENTON COUNTY RECORDS.

NEW LOT 18 DESCRIPTION:

PART OF LOT 8, BLOCK 2 OF T.J. HOLLAND'S SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2011, PAGE 414 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NW CORNER OF SAID LOT 8; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SW 4TH STREET S87°21'23"E 70.81 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE WEST RIGHT-OF-WAY LINE OF SW "B" STREET S03°02'14"W 16.33 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N86°57'46"W 70.73 FEET; THENCE N02°43'34"E 15.85 FEET TO THE POINT OF BEGINNING, CONTAINING 1,138.82 SQUARE FEET OR 0.026 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 19 DESCRIPTION:

PART OF LOT 8, BLOCK 2 OF T.J. HOLLAND'S SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2011, PAGE 414 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NW CORNER OF SAID LOT 8; THENCE S02°43'34"W 15.85 FEET TO THE POINT OF BEGINNING; THENCE S86°57'46"E 70.73 FEET TO THE WEST RIGHT-OF-WAY LINE OF SW "B" STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S03°02'14"W 14.92 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N86°57'46"W 70.65 FEET; THENCE N02°43'34"E 14.92 FEET TO THE POINT OF BEGINNING, CONTAINING 1,054.40 SQUARE FEET OR 0.024 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 20 DESCRIPTION:

PART OF LOT 8, BLOCK 2 OF T.J. HOLLAND'S SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2011, PAGE 414 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NW CORNER OF SAID LOT 8; THENCE S02°43'34"W 30.77 FEET TO THE POINT OF BEGINNING; THENCE S86°57'46"E 70.65 FEET TO THE WEST RIGHT-OF-WAY LINE OF SW "B" STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S03°02'14"W 14.92 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N86°57'46"W 70.56 FEET; THENCE N02°43'34"E 14.92 FEET TO THE POINT OF BEGINNING, CONTAINING 1,053.19 SQUARE FEET OR 0.024 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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

DATE OF EXECUTION: _____

PRINT NAME: _____

SIGNATURE: _____

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED _____
PLANNING COMMISSION CHAIRPERSON

DATE OF EXECUTION: _____

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

NEW LOT 21 DESCRIPTION:

PART OF LOT 8, BLOCK 2 OF T.J. HOLLAND'S SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2011, PAGE 414 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NW CORNER OF SAID LOT 8; THENCE S02°43'34"W 45.69 FEET TO THE POINT OF BEGINNING; THENCE S86°57'46"E 70.56 FEET TO THE WEST RIGHT-OF-WAY LINE OF SW "B" STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S03°02'14"W 14.92 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N86°57'46"W 70.48 FEET; THENCE N02°43'34"E 14.92 FEET TO THE POINT OF BEGINNING, CONTAINING 1,051.98 SQUARE FEET OR 0.024 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 22 DESCRIPTION:

PART OF LOT 8, BLOCK 2 OF T.J. HOLLAND'S SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2011, PAGE 414 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW CORNER OF SAID LOT 8; THENCE N02°43'34"E 23.37 FEET TO THE POINT OF BEGINNING; THENCE N02°43'34"E 14.92 FEET; THENCE S86°57'46"E 70.48 FEET TO THE WEST RIGHT-OF-WAY LINE OF SW "B" STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S03°02'14"W 14.92 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N86°57'46"W 70.40 FEET TO THE POINT OF BEGINNING, CONTAINING 1,050.78 SQUARE FEET OR 0.024 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 23 DESCRIPTION:

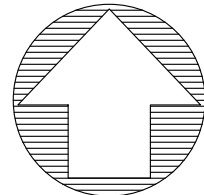
PART OF LOT 8, BLOCK 2 OF T.J. HOLLAND'S SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2011, PAGE 414 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SW CORNER OF SAID LOT 8; THENCE N02°43'34"E 23.37 FEET; THENCE S86°57'46"E 70.40 FEET TO THE WEST RIGHT-OF-WAY LINE OF SW "B" STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S03°02'14"W 22.65 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N87°33'12"W 70.28 FEET TO THE POINT OF BEGINNING, CONTAINING 1,619.01 SQUARE FEET OR 0.037 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NOTES:

- 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.
- BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
- DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF 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.
- 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.
- 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.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO CONTACT THE CITY OF BENTONVILLE ENGINEERING AND TRANSPORTATION AND NOTIFY SAID DEPARTMENTS OF THE INTENT AND TYPE OF WORK THAT WILL TAKE PLACE WITHIN THE R.O.W.
- ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

EXHIBIT A

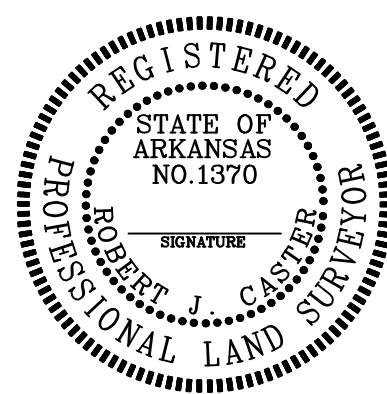
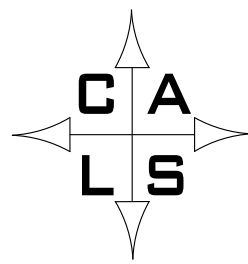


0 30 60
SCALE 1" = 30 FEET

CITY OF BENTONVILLE PROJECT #LS21-0010

CASTER & ASSOCIATES LAND SURVEYING, INC.

2715 SE "I" Street, Suite 5
Bentonville, AR 72712
Telephone 479-268-4464



SCALE: 1" = 30' DATE: 5-31-22

LOT SPLIT OF
LOT 8, BLOCK 2
T.J. HOLLAND'S SUBDIVISION
CREATING LOTS
18, 19, 20, 21, 22 & 23

301 SW 4TH STREET
BENTONVILLE, BENTON COUNTY,
ARKANSAS

JOB #	DRAWN BY:	CHK'D BY:	PAGE
20-252	ASD	RJC	1 OF 1

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF EXISTING LOT 8, BLOCK 2, T.J. HOLLAND'S SUBDIVISION; CREATING NEW LOTS 18, 19, 20, 21, 22, AND 23 BLOCK 2, T.J. HOLLAND'S SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS21-0010)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of EXISTING LOT 8, BLOCK 2, T.J. HOLLAND'S SUBDIVISION, creating new LOTS 18, 19, 20, 21, 22, AND 23 BLOCK 2, T.J. HOLLAND'S SUBDIVISION, in the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 2, 2022;

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

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

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

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

Section 1: That the lot split of EXISTING LOT 8, BLOCK 2, T.J. HOLLAND'S SUBDIVISION creating new LOTS 18, 19, 20, 21, 22, AND 23 BLOCK 2, T.J. HOLLAND'S SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Legend

 Pending Planning Commission Items



1 inch = 75 feet

**LS21-0063
LOT SPLIT
SOUTHSIDE SUBDIVISION
CREATING LOTS 23-31**



NOTES:

1. PARCEL NUMBER: 01-04327-000 & 01-04326-001.
2. SITE ADDRESS: 230 SE 7TH STREET & 700 SE B STREET, BENTONVILLE, ARKANSAS.
3. CURRENT ZONING: DOWNTOWN EDGE (DE).
4. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFORMATION VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPT. AT 479-271-3122.
5. THIS PROPERTY IS NOT AFFECTED BY THE 100 YEAR FLOOD PLAIN AS PER FIRM #05007C0255K DATED JUNE 5, 2012.
6. 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.
7. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
8. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
9. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

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 streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Signed: _____
Name & Address

Source of Title: D.R. _____

Page _____

Certificate of Survey and Accuracy:

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

Date of Execution: _____

Registered Land Surveyor

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

LINE No.	BEARING	DISTANCE
L1	N88°25'54"W	17.33'
L2	N88°25'54"W	17.33'
L3	N01°40'47"E	9.61'
L4	S88°25'54"E	2.70'
L5	N01°34'06"E	7.88'
L6	N38°32'40"W	4.90'
L7	N01°40'47"E	14.03'
L8	N88°01'34"W	9.90'
L9	S01°34'06"W	7.88'
L10	N88°25'54"W	2.70'
L11	S38°32'40"E	4.90'

Certificate of Approval:

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

Date of Execution: _____

Signed _____

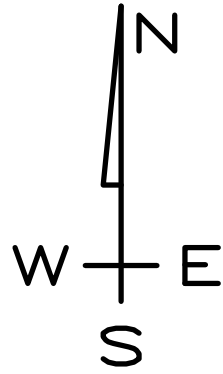
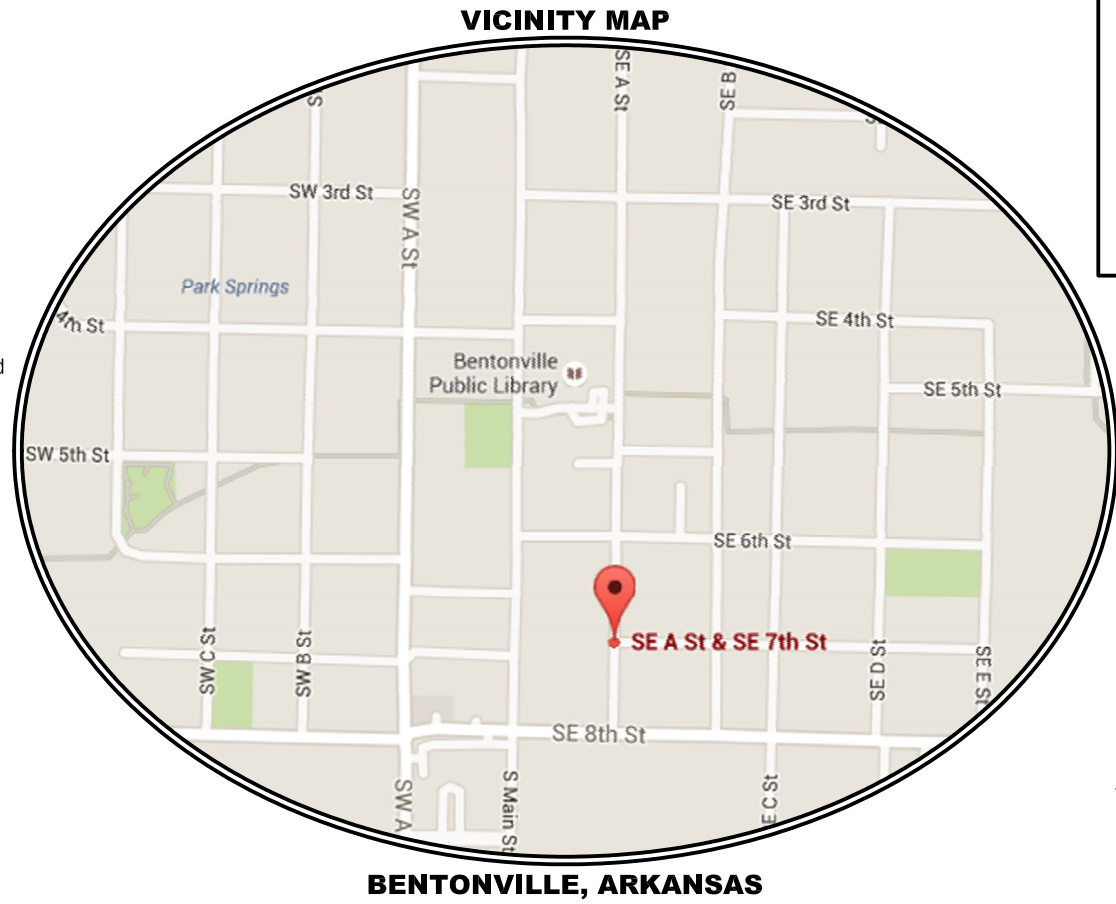
Bentonville Planning
Commission Chairman

Signed _____

Mayor, City of Bentonville

Signed _____

City Clerk, City of Bentonville



OWNERS:

HURRICANE WA LLC.
P.O. BOX 1285
BENTONVILLE, AR 72712-1285

LEGAL DESCRIPTION: (Lot 17 ORIG.) PARENT TRACT:

A part of Lot 9 in Southside Addition to the City of Bentonville, Arkansas, as per plat of said Addition recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and being described as follows: Commencing at the SW Corner of said Lot 9, thence S87°07'26"E 32.51 feet to the POINT OF BEGINNING, thence N01°34'06"E 138.42 feet, thence S88°11'31"E 32.50 feet, thence S01°34'06"W 139.02 feet, thence N87°07'26"W 32.51 feet to the POINT OF BEGINNING: Containing 0.10 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION: (Lot 10 ADJUSTED) PARENT TRACT:

Lot 10 and a part of Lot 9 in Southside Addition to the City of Bentonville, Arkansas, as per plat of said Addition recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and being described as follows: Commencing at the SW Corner of said Lot 9, thence S87°07'26"E 32.51 feet to the POINT OF BEGINNING, thence N01°34'06"E 135.42 feet, thence S88°11'31"E 97.00 feet, thence S01°34'06"W 137.23 feet, thence N87°07'26"W 97.03 feet to the POINT OF BEGINNING, Containing 0.30 acres, more or less, subject to easements and right of ways of record.

LEGAL DESCRIPTION - Lot 23:

A part of Lot 17 in Southside Addition to the City of Bentonville, Arkansas, as per plat of said Addition recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and being described as follows: Commencing at the SW Corner of said Lot 17, thence N01°34'06"E 101.39 feet to the POINT OF BEGINNING, thence N01°34'06"E 34.02 feet, thence S88°11'31"E 24.98 feet, thence S02°13'55"W 33.92 feet, thence N88°25'54"W 24.58 feet to the POINT OF BEGINNING: Containing 841.80 square feet, more or less subject to easements and right of way of record.

LEGAL DESCRIPTION - Lot 24:

A part of Lots 10 & 17 in Southside Addition to the City of Bentonville, Arkansas, as per plat of said Addition recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and being described as follows: Commencing at the SW Corner of said Lot 17, thence N01°34'06"E 101.39 feet, thence S88°25'54"E 24.58 feet to the POINT OF BEGINNING, thence N02°13'55"E 33.92 feet, thence S88°11'31"E 17.33 feet, thence S02°13'55"W 33.85 feet, thence N88°25'54"W 17.33 feet to the POINT OF BEGINNING: Containing 587.25 square feet, more or less subject to easements and right of way of record.

LEGAL DESCRIPTION - Lot 25:

A part of Lot 10 in Southside Addition to the City of Bentonville, Arkansas, as per plat of said Addition recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and being described as follows: Commencing at the SW Corner of said Lot 17, thence N01°34'06"E 101.39 feet, thence S88°25'54"E 41.91 feet to the POINT OF BEGINNING, thence N02°13'55"E 33.85 feet, thence S88°11'31"E 17.33 feet, thence S02°13'55"W 33.78 feet, thence N88°25'54"W 17.33 feet to the POINT OF BEGINNING: Containing 585.99 square feet or 0.0135 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION - Lot 26:

A part of Lot 10 in Southside Addition to the City of Bentonville, Arkansas, as per plat of said Addition recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and being described as follows: Commencing at the SW Corner of said Lot 17, thence S87°07'26"E 95.52 feet, thence N01°34'06"E 112.15 feet to the POINT OF BEGINNING, thence N88°00'49"W 31.15 feet, thence N02°13'55"E 24.95 feet, thence S88°11'31"E 30.86 feet, thence S01°34'06"W 25.05 feet to the POINT OF BEGINNING: Containing 775.29 square feet, more or less subject to easements and right of way of record.

LEGAL DESCRIPTION - Lot 27:

A part of Lot 10 in Southside Addition to the City of Bentonville, Arkansas, as per plat of said Addition recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and being described as follows: Commencing at the SW Corner of said Lot 17, thence S87°07'26"E 95.52 feet, thence N01°34'06"E 93.15 feet to the POINT OF BEGINNING, thence N88°00'35"W 31.37 feet, thence N02°13'55"E 19.00 feet, thence S88°00'49"E 31.15 feet, thence S01°34'06"W 19.00 feet to the POINT OF BEGINNING: Containing 593.99 square feet, more or less subject to easements and right of way of record.

LEGAL DESCRIPTION - Lot 28:

A part of Lot 10 in Southside Addition to the City of Bentonville, Arkansas, as per plat of said Addition recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and being described as follows: Commencing at the SW Corner of said Lot 17, thence S87°07'26"E 95.52 feet, thence N01°34'06"E 75.65 feet to the POINT OF BEGINNING, thence N88°00'49"W 43.99 feet, thence N01°40'47"E 9.61 feet, thence S88°25'54"E 2.70 feet, thence N01°34'06"E 7.88 feet, thence S88°00'49"E 41.28 feet, thence S01°34'06"W 17.50 feet to the POINT OF BEGINNING: Containing 748.34 square feet, more or less subject to easements and right of way of record.

LEGAL DESCRIPTION - Lot 29:

A part of Lot 10 in Southside Addition to the City of Bentonville, Arkansas, as per plat of said Addition recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and being described as follows: Commencing at the SW Corner of said Lot 17, thence S87°07'26"E 95.52 feet, thence N01°34'06"E 58.15 feet to the POINT OF BEGINNING, thence N88°00'49"W 44.02 feet, thence N01°40'47"E 17.50 feet, thence S88°00'49"E 43.99 feet, thence S01°34'06"W 17.50 feet to the POINT OF BEGINNING: Containing 770.13 square feet, or less subject to easements and right of way of record.

LEGAL DESCRIPTION - Lot 30:

A part of Lot 10 in Southside Addition to the City of Bentonville, Arkansas, as per plat of said Addition recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and being described as follows: Commencing at the SW Corner of said Lot 17, thence S87°07'26"E 95.52 feet, thence N01°34'06"E 40.65 feet to the POINT OF BEGINNING, thence N88°00'49"W 44.06 feet, thence N01°40'47"E 17.50 feet, thence S88°00'49"E 44.02 feet, thence S01°34'06"W 17.50 feet to the POINT OF BEGINNING: Containing 770.73 square feet, more or less subject to easements and right of way of record.

LEGAL DESCRIPTION - Lot 31:

A part of Lot 10 in Southside Addition to the City of Bentonville, Arkansas, as per plat of said Addition recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and being described as follows: Commencing at the SW Corner of said Lot 17, thence S87°07'26"E 95.52 feet, thence N01°34'06"E 22.26 feet to the POINT OF BEGINNING, thence N87°07'26"W 40.94 feet, thence N38°32'40"W 4.90 feet, thence N01°40'47"E 14.03 feet, thence S88°00'49"E 44.06 feet, thence S01°34'06"W 18.39 feet to the POINT OF BEGINNING: Containing 789.63 square feet, more or less subject to easements and right of way of record.

LEGAL DESCRIPTION - Lot 32:

A part of Lots 10 & 17 in Southside Addition to the City of Bentonville, Arkansas, as per plat of said Addition recorded in the office of the Circuit Clerk and Ex-Officio Recorder of Benton County, Arkansas, and being described as follows: Beginning at the SW Corner of said Lot 17, thence N01°34'06"E 101.39 feet, thence S88°25'54"E 59.24 feet, thence N02°13'55"E 33.78 feet, thence S88°11'31"E 5.00 feet, thence S02°13'55"W 43.95 feet, thence N88°01'34"W 9.90 feet, thence S01°34'06"W 7.88 feet, thence N88°25'54"W 2.70 feet, thence S01°40'47"W 58.63 feet, thence S38°32'40"E 4.90 feet, thence S87°07'26"E 40.94 feet, thence S01°34'06"W 22.26 feet, thence N87°07'26"W 95.52 feet to the POINT OF BEGINNING: Containing 6,554.21 square feet, more or less subject to easements and right of way of record.

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

PROJECT TITLE: LOT SPLIT OF LOTS 10 & 17 CREATING LOTS 23-31 OF SOUTHSIDE SUBDIVISION, BENTONVILLE, AR 72712

LOCATION: BENTONVILLE, ARKANSAS
SHEET TITLE: PROPERTY LINE ADJUSTMENT

DRAWN BY: PMM
SHEET SCALE: 1"=20'
DATE: 07/07/2021
PROJECT FILE: Z/LS/D/2018057/LS/D 6

BENTONVILLE #LS21-0063

SHEET # 1

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF EXISTING LOTS 10 AND 17,
SOUTHSIDE SUBDIVISION; CREATING NEW LOTS 23, 24, 25, 26, 27, 28, 29, 30,
AND 31, SOUTHSIDE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS;
AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: LS21-0063)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of EXISTING LOTS 10 AND 17, SOUTHSIDE SUBDIVISION, creating new LOTS 23, 24, 25, 26, 27, 28, 29, 30, AND 31, SOUTHSIDE SUBDIVISION, in the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 2, 2022;

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

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

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

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

Section 1: That the lot split of EXISTING LOTS 10 AND 17, SOUTHSIDE SUBDIVISION, creating new LOTS 23, 24, 25, 26, 27, 28, 29, 30, AND 31, SOUTHSIDE SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	8/9/2022
Department	Planning
Submitted by	Tyler Overstreet
Phone	(479) 271-3144

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Appeal to a Planning Commission decision for a future land use amendment by Jennifer Watkins on behalf of Haney Enterprises, LLC of land located on 809 NW 14th Street. The Planning Commission voted 4-2 to recommend to the City Council that the petition be denied and that said property not be changed from its present Future Land Use of Low-Density Residential to Medium-Density Residential.					

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





July 20th, 2022

City of Bentonville City Council
Planning Commission Appeal

Re: Future Land Use Amendment/Rezone Appeal
City of Bentonville Project RZ22-0034

809 NW 14th Street., Bentonville, AR
Sand Creek Project # 22019

City Council Members:

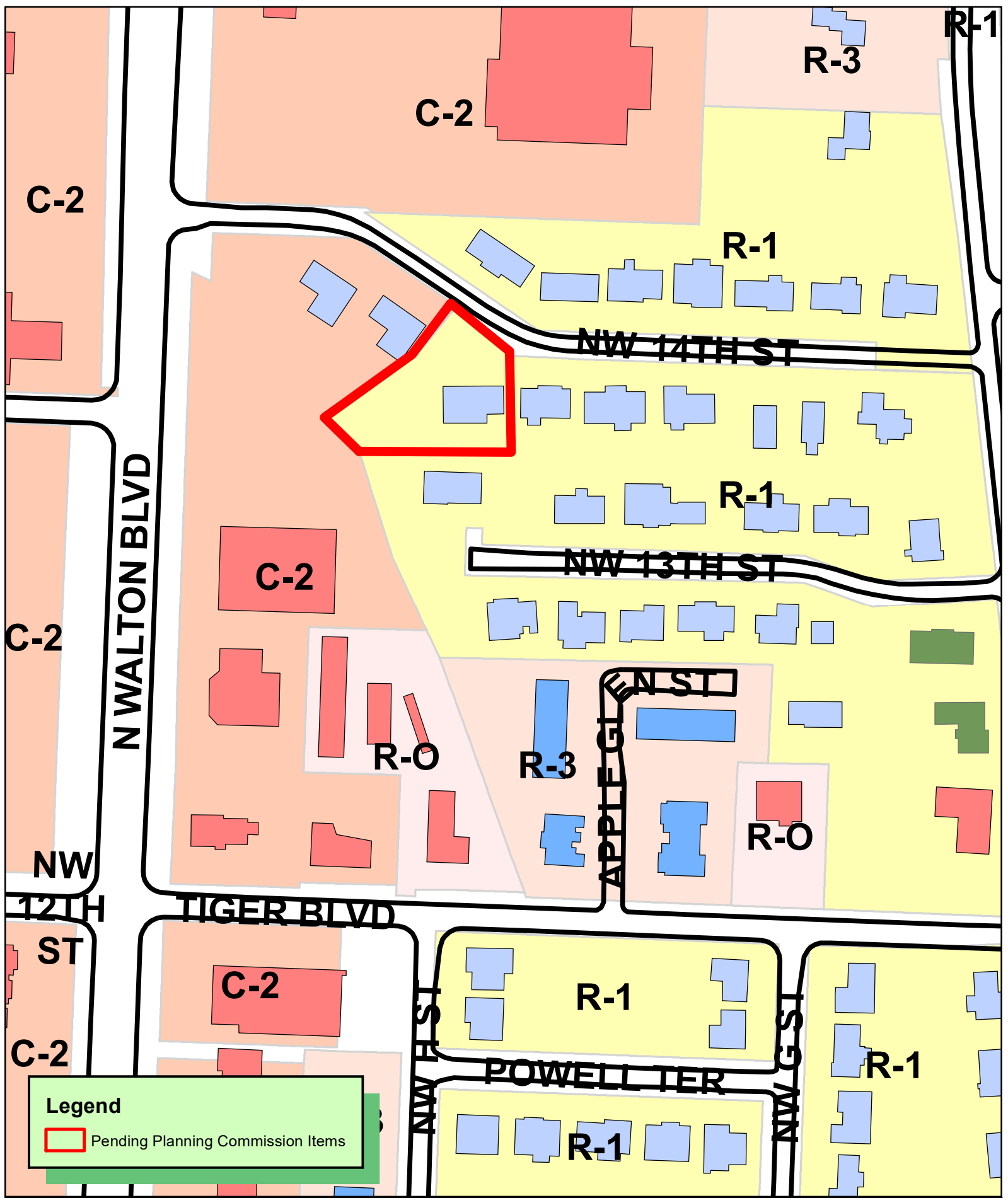
Planning Commission was presented a request for a Future Land Use Map Amendment and request for Rezone at the July 5th Planning Commission meeting. Planning Commission denied the Future Land Use Amendment, making the rezone request null. We would request that City Council review our request for a Future Land Use Map Amendment.

- 1) Planning Commission denied the Future Land Use Map Amendment solely on the basis of not wanting to look at changes to the map on a case by case basis.
- 2) Denial for this reason is in contradiction with past and present applications for Amendments the Commission has had before them and frequently approved. Requests have always been looked at on a case by case basis.
- 3) While perhaps not being a health and safety issue, the request does fit with the overall plans for the North Walton Corridor, which seeks a higher density of residential and mixed-use property. Further, the only public comment received on our original request was in support of approval.
- 4) No new data is needed, however we have learned of other properties/developers in the area that are desiring a similar amendment/rezone in the near future.

We respectfully ask that City Council act on this request and send it back to Planning Commission for reconsideration.

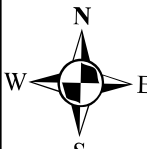
Respectfully submitted,





Legend

 Pending Planning Commission Items

 1 inch = 150 feet

RZ22-0034 7/5/2022
REZONING R-1 TO R-2
BRAITHWAITE PARK ADDITION
PART OF LOT 2 BLOCK 1



Rezone Narrative

Owner: Haney Enterprises LLC

Address: Parcel# 01-01510-001 – 809 NW 14th St.

Current Zoning: R-1, Low Density Single Family Residential

Proposed Zoning: R-2, Medium Density Two Family and Townhome

Owner: Haney Enterprises, LLC

Reason for rezone: To create medium density multi family units.

How will property relate to surrounding properties: The current surrounding properties include C-2, General Commercial to the West and Southwest consisting of the Habitat For Humanity Benton County ReStore and duplex units immediately adjacent and the Wal-Mart Neighborhood Market within 150 feet of the property, and R-1 Single Family Homes to the North, East and South. This zoning would fit with the existing duplex units adjacent and provide good transition from commercial to R-1 properties.

Proposed Use: Medium Density Multifamily Housing (Townhomes)

Traffic: The current city infrastructure is adequate to accommodate the use. No significant impact is expected to traffic.

Signage: Any signage to comply with city ordinances and regulations.

Appearance: Townhome style units with architectural details to work with surrounding.

Water and Sewer Availability: 6" Water line along NW 14th Street and a 6" Sewer line to the North along NW 14th St. and an 8" Sewer on the Southern side of the property.

Medium Density Residential

Future Land Use Plan Category Description

Res. No. 10-23-18A

Description

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



Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

R-2, Medium Density Two Family and Townhome



The R-2 District encourages the basic land use restrictions as the R-1 District. It allows slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations. The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate conversion of one family residences to two-family use in established developed areas. The district may be located in developed areas or undeveloped areas of the City where an environment compatible with moderate density residential development can be established. Such a district can also be located in medium density areas where conversion may facilitate their continuation as a desirable area.

Maximum Height Allowed: 36 feet

Minimum Street Frontage: Equal to min. lot width required at building line, except for lots fronting on cul-de-sac turnarounds and on curving street frontages, which must have no less than 20 ft. of street frontage with the two side lots lines intersecting the street diverging until they are separated by the min. required lot width at the building line.

Minimum Width of Corner Lots: 75 ft. at building line.

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Min. lot width	Max. lot coverage	
					Interior lot	Exterior lot
R-2	Single-family	5,000	-	50'	40%	45%
	Two-family	5,000	-	50'	50%	55%
	Townhouse unit	2,000	-	20'	-	-
	Townhouse structure	6,000	2,000	60'	65%	70%
	All others not listed	6,000	6,000	60'	40%	45%

Minimum Setback Standards:

District	Building type	Front	Side		Rear
			Interior	Exterior	
R-2	All	20'	7'	20'	25'

Where a utility easement extends beyond the required setback, the edge of the utility easement shall be the setback.

Garage Setback Standards: *Applicable to attached and detached garages.*

Garage, Street Facing: 30 ft. from the property line the garage faces

Garage, Side- or Rear-loading: 20 ft. from the facing property line

Garage, Alley Facing: 20 ft. from property line at alley

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

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

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

Updated 11-09-2021

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

R-2, Medium Density Two Family and Townhome

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.

Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Community garden Residential Dwelling - condominium Dwelling - modular Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two-family Recreation, Education & Assembly Library Park - mini Park - neighborhood Services Child care – registered family home (5 children) Retail Mobile food vendor	Agriculture and Animals Botanical garden Urban farm Residential Home occupation - type b Recreation, Education & Public Assembly Aquarium Community center Country club Educational facility Golf course Museum Religious facilities Services Adult day care Cemetery or mausoleum Child care – licensed center Child care – licensed family home (6-16 children) Lodging - bed & breakfast Public safety services Transportation / Utilities Utility facility Wireless communication facility (cell towers) Other Temporary Uses	Agriculture and Animals Chicken, hobby Residential Dwelling - accessory Home occupation – type a Transportation / Utilities Solar energy system Wind energy system, small Other Building, accessory – nonresidential Donation boxes

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND
USE MAP FOR A SPECIFIC AREA FROM LOW-DENSITY RESIDENTIAL TO
MEDIUM-DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: RZ22-0034)

WHEREAS, Haney Enterprises, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL, which property is described as follows:

PART OF LOT 2, BLOCK 1, BRAITHWAITE PARK SUBDIVISION, BENTON COUNTY, ARKANSAS, OF A PART OF THE S 1/2 OF THE SW¼ OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 30 WEST, DESCRIBED AS COMMENCING AT THE NW CORNER OF LOT 4 IN SAID BLOCK 1; THENCE SOUTH 296.00 FEET; THENCE S 49°30'1" EAST 257.00 FEET; THENCE S 46°00' E 195.00 FEET TO THE POINT OF BEGINNING; THENCE N 46°00'00" W 60.00 FEET; THENCE N 54°17'00" E 133.90 FEET; THENCE N 37°11'30" E 79.85 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF NW 14TH STREET; THENCE S 50°42'15" E 94.29 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF NW 14TH STREET; THENCE S 00°43'15" E 125.00 FEET; THENCE N 89°37'14" W 188.39 FEET TO THE POINT OF BEGINNING.;

WHEREAS, the Planning Commission duly met and considered the application and set the petition for public hearing to be held July 5, 2022 at the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted 4-2 that the petition be denied and that said future land use classification as presented on the property not be changed; and

WHEREAS, the Applicant has appealed the decision of the Planning Commission to the City Council.

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

Section 1: That the above described real property is hereby changed from its present land use classification of LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	8/9/2022
Department	Planning
Submitted by	Tyler Overstreet
Phone	(479) 271-3144

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Appeal to a Planning Commission decision for a rezoning request by Jennifer Watkins on behalf of Haney Enterprises, LLC of land located on 809 NW 14th Street. The Planning Commission voted 5-1 to recommend to the City Council that the petition be denied and that said property not be changed from its present zoning of R-1, Low-Density Single-Family Residential to R-2, Medium-Density Duplex and Townhome Residential.					

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





July 20th, 2022

City of Bentonville City Council
Planning Commission Appeal

Re: Future Land Use Amendment/Rezone Appeal
City of Bentonville Project RZ22-0034

809 NW 14th Street., Bentonville, AR
Sand Creek Project # 22019

City Council Members:

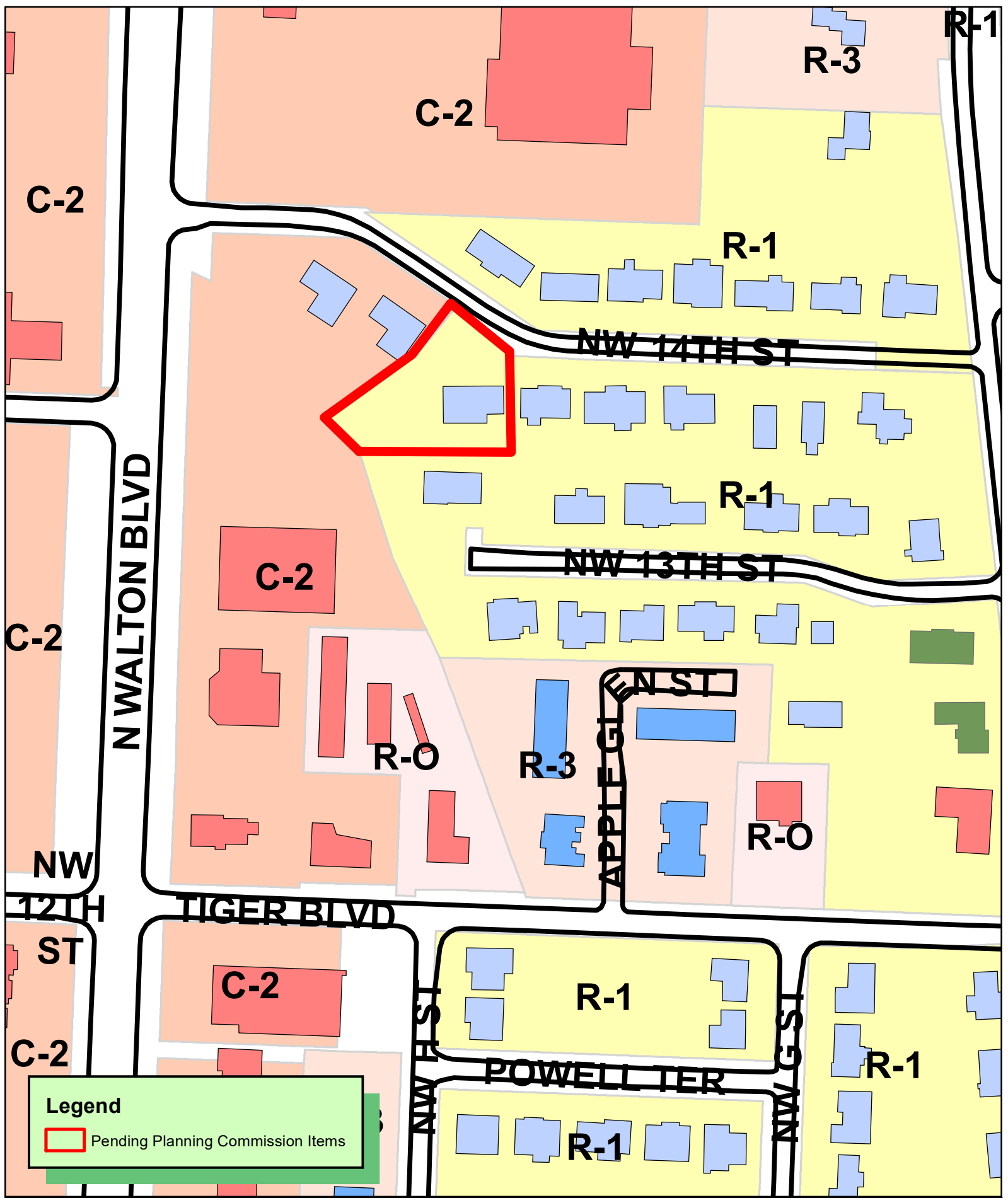
Planning Commission was presented a request for a Future Land Use Map Amendment and request for Rezone at the July 5th Planning Commission meeting. Planning Commission denied the Future Land Use Amendment, making the rezone request null. We would request that City Council review our request for a Future Land Use Map Amendment.

- 1) Planning Commission denied the Future Land Use Map Amendment solely on the basis of not wanting to look at changes to the map on a case by case basis.
- 2) Denial for this reason is in contradiction with past and present applications for Amendments the Commission has had before them and frequently approved. Requests have always been looked at on a case by case basis.
- 3) While perhaps not being a health and safety issue, the request does fit with the overall plans for the North Walton Corridor, which seeks a higher density of residential and mixed-use property. Further, the only public comment received on our original request was in support of approval.
- 4) No new data is needed, however we have learned of other properties/developers in the area that are desiring a similar amendment/rezone in the near future.

We respectfully ask that City Council act on this request and send it back to Planning Commission for reconsideration.

Respectfully submitted,





Legend

 Pending Planning Commission Items

N
W
E
S



1 inch = 150 feet

RZ22-0034 7/5/2022
 REZONING R-1 TO R-2
 BRAITHWAITE PARK ADDITION
 PART OF LOT 2 BLOCK 1



Rezone Narrative

Owner: Haney Enterprises LLC

Address: Parcel# 01-01510-001 – 809 NW 14th St.

Current Zoning: R-1, Low Density Single Family Residential

Proposed Zoning: R-2, Medium Density Two Family and Townhome

Owner: Haney Enterprises, LLC

Reason for rezone: To create medium density multi family units.

How will property relate to surrounding properties: The current surrounding properties include C-2, General Commercial to the West and Southwest consisting of the Habitat For Humanity Benton County ReStore and duplex units immediately adjacent and the Wal-Mart Neighborhood Market within 150 feet of the property, and R-1 Single Family Homes to the North, East and South. This zoning would fit with the existing duplex units adjacent and provide good transition from commercial to R-1 properties.

Proposed Use: Medium Density Multifamily Housing (Townhomes)

Traffic: The current city infrastructure is adequate to accommodate the use. No significant impact is expected to traffic.

Signage: Any signage to comply with city ordinances and regulations.

Appearance: Townhome style units with architectural details to work with surrounding.

Water and Sewer Availability: 6" Water line along NW 14th Street and a 6" Sewer line to the North along NW 14th St. and an 8" Sewer on the Southern side of the property.

Medium Density Residential

Future Land Use Plan Category Description

Res. No. 10-23-18A

Description

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



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R-2, Medium Density Two Family and Townhome



The R-2 District encourages the basic land use restrictions as the R-1 District. It allows slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex and patio home development at appropriate locations. The R-2 District has a dual purpose. First, the district should provide areas for the development of two-family residential structures. Second, the district should facilitate conversion of one family residences to two-family use in established developed areas. The district may be located in developed areas or undeveloped areas of the City where an environment compatible with moderate density residential development can be established. Such a district can also be located in medium density areas where conversion may facilitate their continuation as a desirable area.

Maximum Height Allowed: 36 feet

Minimum Street Frontage: Equal to min. lot width required at building line, except for lots fronting on cul-de-sac turnarounds and on curving street frontages, which must have no less than 20 ft. of street frontage with the two side lots lines intersecting the street diverging until they are separated by the min. required lot width at the building line.

Minimum Width of Corner Lots: 75 ft. at building line.

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Min. lot width	Max. lot coverage	
					Interior lot	Exterior lot
R-2	Single-family	5,000	-	50'	40%	45%
	Two-family	5,000	-	50'	50%	55%
	Townhouse unit	2,000	-	20'	-	-
	Townhouse structure	6,000	2,000	60'	65%	70%
	All others not listed	6,000	6,000	60'	40%	45%

Minimum Setback Standards:

District	Building type	Front	Side		Rear
			Interior	Exterior	
R-2	All	20'	7'	20'	25'

Where a utility easement extends beyond the required setback, the edge of the utility easement shall be the setback.

Garage Setback Standards: *Applicable to attached and detached garages.*

Garage, Street Facing: 30 ft. from the property line the garage faces

Garage, Side- or Rear-loading: 20 ft. from the facing property line

Garage, Alley Facing: 20 ft. from property line at alley

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

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

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

Updated 11-09-2021

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

R-2, Medium Density Two Family and Townhome

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.

Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Community garden Residential Dwelling - condominium Dwelling - modular Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two-family Recreation, Education & Assembly Library Park - mini Park - neighborhood Services Child care – registered family home (5 children) Retail Mobile food vendor	Agriculture and Animals Botanical garden Urban farm Residential Home occupation - type b Recreation, Education & Public Assembly Aquarium Community center Country club Educational facility Golf course Museum Religious facilities Services Adult day care Cemetery or mausoleum Child care – licensed center Child care – licensed family home (6-16 children) Lodging - bed & breakfast Public safety services Transportation / Utilities Utility facility Wireless communication facility (cell towers) Other Temporary Uses	Agriculture and Animals Chicken, hobby Residential Dwelling - accessory Home occupation – type a Transportation / Utilities Solar energy system Wind energy system, small Other Building, accessory – nonresidential Donation boxes

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 R-2, MEDIUM DENSITY TWO FAMILY AND
TOWNHOME RESIDENTIAL; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER:RZ22-0034)

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

PART OF LOT 2, BLOCK 1, BRAITHWAITE PARK SUBDIVISION, BENTON COUNTY, ARKANSAS, OF A PART OF THE S 1/2 OF THE SW¼ OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 30 WEST, DESCRIBED AS COMMENCING AT THE NW CORNER OF LOT 4 IN SAID BLOCK 1; THENCE SOUTH 296.00 FEET; THENCE S 49°30'1" EAST 257.00 FEET; THENCE S 46°00' E 195.00 FEET TO THE POINT OF BEGINNING; THENCE N 46°00'00" W 60.00 FEET; THENCE N 54°17'00" E 133.90 FEET; THENCE N 37°11'30" E 79.85 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF NW 14TH STREET; THENCE S 50°42'11" E 94.29 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF NW 14TH STREET; THENCE S 00°43'15" E 125.00 FEET; THENCE N 89°37'14" W 188.39 FEET TO THE POINT OF BEGINNING.;

WHEREAS, the Planning Commission duly met and considered the application and 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;

WHEREAS, the Planning Commission voted 4-2 that the petition be denied and that said property not be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL; and

WHEREAS, the Applicant has appealed the Planning Commission's decision to City Council.

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 R-2, MEDIUM DENSITY TWO

FAMILY AND TOWNHOME RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	8/9/2022
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 to award Bid 22-72 for the expansion of "I" Sub and an associated budget adjustment to Koontz Electric Company, Inc. for \$1,070,800.71. Approved by Utility Board 5-0.					

Estimated Cost	\$1,070,800.71
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Paid for from Electric Dept. Reserves. Covered in Electric Capital Improvement Plan.	





Budget Adjustment Request

Date of City Council Meeting	8/9/2022
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>
Expand "I" Sub to add additional transformer, breakers and bus work to serve expanding load.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	47210	Plants and Building		\$ 1,070,800.71
		Totals	\$ -	\$ 1,070,800.71
		Net Impact on Fund Balance	\$ (1,070,800.71)	

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



www.bentonvillear.com

PLEASE RECYCLE



MEMORANDUM

DATE: August 2, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: "I" Sub Construction Bid Award 22-72

Electric Dept. staff recommends awarding bid 22-72 for the expansion of "I" Sub to Koontz Electric Company, Inc. for \$1,070,800.71. This will be paid for by Electric Dept. reserves.

The expansion of "I" Sub is required due to the population growth in the SW portion of town. BEUD has been purchasing the various components for the expansion over the past few months, and now are ready to award the construction. As stated in the past, this project is not budgeted in 2022, but is covered in the Electric Dept. Capital Plan and is covered in the current rate schedule.

Approved by Utility Board 5-0.



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	7/12/22	Time of Bid Opening:	2:00 PM	Solicitation ID Number:	IFB-22-72
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Solicitation Title: Construction of Substation I

Bidders:		BBC Electrical Services, Inc.	Koontz Electric Company, Inc.
Line Item	Description	Per Construction Unit Price	Per Construction Unit Price
1	Construction Unit A – Structures, Buswork, Above Grade Grounding	\$360,662.00	\$212,720.99
2	Construction Unit B – Group Operated Switches	\$131,152.00	\$19,822.56
3	Construction Unit C – Arresters	\$9,840.00	\$5,946.72
4	Construction Unit D – Disconnect Switches, Fuses	\$76,387.00	\$19,202.95
5	Construction Unit E – Circuit Breakers	\$114,758.00	\$16,105.86
6	Construction Unit G – Protective Relaying, Metering	\$104,101.00	\$19,079.25
7	Construction Unit H – Power Transformer, Station Service	\$9,451.00	\$11,009.28
8	Construction Unit K – Cables, Conduits, Cable Trench	\$238,455.00	\$212,056.06
9	Construction Unit L – Concrete Foundations	\$180,715.09	\$245,568.25
10	Construction Unit M – Gravel Restoration	\$25,505.00	\$40,851.21
11	Construction Unit O – Below Grade Ground Tails	\$33,364.00	\$54,685.71
12	Construction Unit X – Existing Relay Panel Removal	\$2,049.00	\$9,291.83
13	Construction Unit V – Animal Mitigation Covers	\$14,760.00	\$4,460.04
14	Contingency	\$200,000.00	\$200,000.00
Total Bid Price		\$1,501,199.09	\$1,070,800.71
		*Corrections were made to various Extended Prices and Totals based on the Unit Prices provided in the BBC Electrical Services Bid Submission.	*Corrections were made to various Extended Prices and Totals based on the Unit Prices provided in the Koontz Electric Company Bid Submission.

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

PROPOSAL

TO:

City of Bentonville, Arkansas

1000 SW 14th Street, Bentonville, AR 72712 (hereinafter called the "Owner").

ARTICLE I--GENERAL

Section 1. Offer to Construct. *The undersigned (hereinafter called the "Bidder") hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor, transportation and other means required to construct the project in strict accordance with the Plans, Specifications and Construction Drawings for the prices hereinafter stated.*

The total length of the project lines shall be determined by taking the sum of all straight horizontal span distances between pole stakes or from center to center of poles, or centerline of structures, carrying conductors, plus the length of service drops, if any, measured horizontally from center of last pole to the point of attachment to the consumer's building.

Section 2. Materials and Equipment. *The Bidder agrees to furnish and use in the construction of the project under this Proposal, in the event the Proposal is accepted, only materials and equipment approved by the Owner and Engineer.*

The Bidder agrees that the prices for wood poles, wood crossarms, and other timber products set forth herein shall include the cost of preservative treatment and inspection, insured warranty, or quality assurance. The Bidder further agrees to obtain from the supplier inspection and treatment reports or insured warranties, for checking against the delivered timber, and to submit such reports or warranties to the Owner as one of the prerequisites to monthly and final payments.

The Bidder will purchase all materials and equipment (other than Owner Furnished Materials) outright and not subject to any conditional sales agreements, bailment, lease or other agreement reserving unto the seller any right, title or interest therein. All such materials and equipment shall be new and shall become the property of the Owner when erected in place.

Section 3. Owner Furnished Materials. *The Bidder understands and agrees that, if this Proposal is accepted, the Owner will furnish to the Bidder the material set forth in the attached "Material List." For those items not yet delivered, the Bidder will, on behalf of the Owner, accept delivery of such of the materials as may be subsequently delivered and will promptly forward to the Owner for payment the supplier's invoice. The Bidder will acknowledge in writing the receipt of all materials received as indicated on the List. The material referred to are on hand at, or will be delivered to, the locations specified in the List and the Bidder will use such materials in constructing the project.*

The value of the completed Construction Units certified by the Bidder each month pursuant to Article III, Section 1.a of the Proposal will not include Owner Furnished Materials. Only ninety-five percent (95%) of the remainder shall be paid prior to the Completion of the project. Materials, if any, not required for the project, which have been furnished to the Bidder by the Owner or delivery of which has been accepted by the Bidder on behalf of the Owner, shall be returned to the Owner by the Bidder upon completion of construction of the project. The value of all materials not installed in the project nor returned to the Owner shall be deducted from the final payment to the Bidder.

The Owner shall not be obligated to furnish materials in excess of the quantities, size, kind and type set forth in the attached List. If the Owner furnishes, and the Bidder accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the Owner.

Information on the shipping schedules of materials on the "Material List" will be furnished to the Awarded Bidder as necessary during progress of the work.

Upon delivery, the Bidder shall promptly receive, unload, transport and handle all materials and equipment on the "Material List" at its expense and shall be responsible for demurrage, if any.

Section 4. Proposal on Unit Basis. *The Bidder understands and agrees that the various Construction Units on which bids are made are defined by symbols and descriptions in this Proposal, that all said bids are on a unit basis, and that the Owner may specify any number or combination of Construction Units that the Owner may deem necessary for the construction of the project. Separate Construction Units are designated for each different arrangement which may be used in the construction of the project. This Proposal is based on a consideration of each unit in place and includes only the materials listed on the corresponding Construction Drawings or description of unit where no drawing exists.*

Section 5. Description of Contract. *The Notice and Instructions to Bidders, Plans, Specifications, and Construction Drawings, which by this reference are incorporated herein, together with the Proposal and Acceptance constitute the Contract. The Plans, Specifications, and Construction Drawings, including maps, special drawings, and approved modifications in standard specifications are attached hereto and identified as follows:*

Schedule

Site location Maps

Ampirical Solutions, LLC Drawings #ESI-0430:Pages 1-14.

Bentonville Substation "I" Relaying Drawings, 71 Sheets Total.

L-Pile Report - Palmerton & Parrish

Soil Boring Report - GTS

Material List

Section 6. Due Diligence. *The Bidder has made a careful examination of the site of the project to be constructed and of the Plans, Specifications, Construction Drawings, and form of Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the project, and has become acquainted with the labor conditions, federal, state, and local laws, rules, and regulations applicable to its performance.*

Section 7. License. *The Bidder warrants it possesses an Arkansas Contractor's License:*

No. 0003170922

said license expires on: 9/30, 2022.

Section 8. Warranty of Good Faith. *The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.*

Section 9. Financial Resources.

- a. *The Bidder warrants that it has or will obtain the financial resources necessary to ensure completion of the project.*
- b. *The Bidder agrees that in the event this Proposal is accepted and a Contractor's Bond is required, it will furnish a Contractor's Bond in the form attached hereto, in a penal sum not less than the maximum Contract price, with a surety or sureties listed by the United States Department of Treasury as Acceptable Sureties.*

Section 10. Taxes. *The unit prices for Construction Units in this Proposal include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies and equipment, or services or labor of installation thereof, to be incorporated in the project as part of such Construction Units. The Bidder agrees to pay all such taxes, except taxes upon the sale, purchase or use of Owner Furnished Materials and it is understood that, as to Owner Furnished Materials, the items stated in the attached "Materials List" include taxes upon the sale, purchase or use of Owner Furnished Materials, if applicable. The Bidder will furnish to the appropriate taxing authorities all required information and reports pertaining to the project, except as to the Owner-Furnished Materials.*

Section 11. Changes in Quantities. *The Bidder understands and agrees that the quantities called for in this Proposal are approximate, and that the total number of units upon which payment shall be made shall be as set forth in the inventory. Any changes to the quantities or additions to the contract that are authorized by the Owner are to be submitted by a Change order by the Awarded Bidder. No additional quantities shall be ordered or installed, and no additional work shall be performed prior to Owner's approval of the Change Order."*

ARTICLE II - CONSTRUCTION

Section 1. Time and Manner of Construction.

- a. *The Bidder agrees to commence construction of the project on a date (hereinafter called the "Commencement Date") which shall be determined by the Engineer after notice to the bidder in writing of approval of the contract by the Owner and notice in writing from the Bidder that the Bidder has sufficient materials to warrant commencement and continuation of construction, but in no event will the Commencement Date be*

(Based on estimated pre-con conference of 8/15/22)

later than Nineteen (19) - Tentative calendar days after date of approval of the contract by the Owner. The Bidder further agrees to prosecute diligently and to complete construction in strict accordance with the Plans, Specifications and Construction Drawings within

One hundred-twelve (112) calendar days after Commencement Date: Provided, however, that the Bidder will not be required to dig holes, set poles, install anchors, install underground conduit, perform any plowing for the installation of underground cable, or dig trenches if there are more than six (6) inches of frost on the ground nor to perform any construction on such days when in the judgment of the Engineer snow, rain, or wind, or the results of snow, rain, or frost make it impracticable to perform any operation of construction; provided further that the Bidder will not be required to perform any plowing for the installation of underground cable on public roads or highways if there are more than two (2) inches of frost in the ground. To the extent of the time lost due to the conditions described herein and approved in writing by the Engineer, the time of completion set out above will be extended if the Bidder makes a written request therefore to the Owner as provided in subsection b of this Section 1.

- b. *The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Bidder, including Acts of God, fires, floods, inability to obtain materials and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however that no such extension of time for completion shall be granted the Bidder unless within ten (10) days after the happening of any event relied upon by the Bidder for such an extension of time the Bidder shall have made a request therefore in writing to the Owner, and provided further that no delay in such*

time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner. Delay days included in contract time for anticipated weather delays (on a monthly basis) are as follows:

September 2, 2022

October 6, 2022

November 4, 2022

December 2, 2022

- c. *The sequence of construction shall be as set forth below, the number or names being the designations of extensions or areas (hereinafter called the "Sections") corresponding to the numbers or names shown on the maps attached hereto, or if no Sections are set forth below, the sequence of construction shall be as determined by the Bidder, subject to the approval of the Engineer.*

See Schedule after Specs

- d. *The Owner, acting through the Engineer, may from time to time during the progress of the construction of the project make such changes, additions or subtractions from the Plans, Specifications, Construction Drawings, List of Materials and sequence of construction provided for in the previous paragraph which are part of the Contractor's Proposal as conditions may warrant: Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if the Bidder shall make a written request therefore to the Owner within (10) days after any such change is made. And provided further, that if the cost to the Bidder of construction of the project shall be materially increased by any such change or addition, the Owner shall pay the Bidder for the reasonable cost thereof in accordance with a Construction Contract Amendment signed by the Owner and the Bidder, but no claim for additional compensation for any such change or addition will be considered unless the Bidder shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.*

Section 2. Environmental Protection. *The Bidder shall perform the work in compliance with all applicable Federal, State, and local Environmental Laws. For purposes of this Agreement, the term "Environmental Laws" shall mean all Federal, state, and local laws including statutes, regulations, ordinances, codes, rules, and other governmental restriction and requirements relating to the environment or solid waste, hazardous substances, hazardous waste, toxic or hazardous material, pollutants or contaminants including, but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., and the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, et seq., now or at any time hereafter in effect.*

Section 3. Tools, Equipment, and Qualified Personnel. *The Bidder agrees that in the event this Proposal is accepted it will make available for use in connection with the proposed construction all necessary tools and equipment and qualified supervisors and workers.*

Section 4. Changes in Construction. *The Bidder agrees to make such changes in construction previously installed in the project by the Bidder as required by the Owner for prices arrived at as follows:*

- a. *For substations and other units where only a portion of the complete unit is affected by the change, the compensation for such change shall be as agreed upon in writing by the Bidder and the Owner prior to the commencement of work in connection with such change.*
- b. *For all other units, the compensation for such change shall be the reasonable cost thereof as agreed upon by the Bidder and the Owner, but in no event shall it exceed two (2) times the labor price quoted in the Proposal for the installation of the unit to be changed. Such compensation shall be in lieu of any other payment for the installation and removal of the original unit. (If a new or replacing unit is installed, payment for such new or replacing unit shall be made as shown in the final inventory.)*

- c. *Any change to the construction contract shall be handled via change order, in accordance with the applicable sections herein, all applicable Arkansas procurement laws, and Owner's Purchasing Policy.*

No payment shall be made to the Bidder for materials or labor involved in correcting errors or omissions on the part of the Bidder which result in construction not in accordance with the Plans and Specifications.

Section 5. Construction Not in Proposal. *The Bidder also agrees that when it is necessary to construct units not shown in the Proposal, in absence of other mutual agreement, it will construct such units for a price arrived at as follows:*

- a. *The cost of materials shall be determined by the invoices.*
- b. *The cost of labor shall be the reasonable cost thereof, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio.*
- c. *Any change to the construction contract shall be handled via change order, in accordance with the applicable sections herein, all applicable Arkansas procurement laws, and Owner's Purchasing Policy.*

Section 6. Supervision and Inspection.

- a. *The Bidder shall give sufficient supervision to the work, using its best skill and attention. The Bidder will carefully study and compare all drawings, specifications and other instructions and will at once report to the Owner any error, inconsistency or omission which it may discover. The Bidder shall cause the construction work on the project to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Bidder shall also employ, in connection with the construction of the project, capable, experienced and reliable supervisors and such skilled workers as may be required for the various classes of work to be performed. The Bidder shall be solely responsible for the means and methods of construction and for the supervision of the Bidder's employees.*
- b. *The Owner reserves the right to require the removal from the project of any employee of the Bidder if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Bidder to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give any such directions shall not relieve the Bidder of its obligations to complete the work within the time and in the manner specified in this Proposal.*
- c. *The construction of the project and all materials and equipment used therein, shall be subject to the inspection, tests, and acceptance by the Owner and the Engineer and the Bidder shall furnish all information required by the Owner or by the Engineer concerning the nature or source of any materials incorporated or to be incorporated in the project. All Bidder procedures and records pertaining to the work shall be made available to the Owner and the Engineer for review prior to such inspections and tests. The Bidder shall provide all reasonable facilities necessary for such inspection and tests and shall maintain an office at the site of the project, with telephone service where obtainable and at least one office employee to whom communications from the Owner may be delivered. Delivery of such communications in writing to the employee of the Bidder at such office shall constitute delivery to the Bidder. The Bidder shall have an authorized agent accompany the Engineer when final inspection is made and, if requested by the Owner, when any other inspection is made. The performance of such inspections or tests by the Owner or the Engineer shall not relieve the Bidder of its obligations to perform the work in accordance with the requirements of this Contract.*

- d. *In the event that the Owner, or the Engineer, shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Bidder and the Bidder's Surety or Sureties, if any, to have an inspection made by an engineer approved by the Owner, for the purpose of determining the exact nature, extent and location of such defects.*
- e. *The Engineer may recommend to the Owner that the Bidder suspend the work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for satisfactory prosecution of the work or because of the failure of the Bidder to comply with any of the provisions of the Contract: Provided, however, that the Bidder shall not suspend work pursuant to this provision without written authority from the Owner so to do. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Bidder to comply with any of the provisions of this Contract. In the event that work is suspended by the Bidder with the consent of the Owner, the Bidder before resuming work shall give the Owner at least twenty-four (24) hours notice thereof in writing.*

Section 7. Defective Materials and Workmanship.

- a. *The acceptance of any materials, equipment (except Owner Furnished Materials) or any workmanship by the Owner or the Engineer shall not preclude the subsequent rejection thereof if such materials, equipment, or workmanship shall be found to be defective after delivery or installation, and any such materials, equipment or workmanship found defective before final acceptance of the construction shall be replaced or remedied, as the case may be, by and at the expense of the Bidder. Any such condemned material or equipment shall be immediately removed from the site of the project by the Bidder at the Bidder's expense. The Bidder shall not be entitled to any payment hereunder so long as any defective materials, equipment or workmanship in respect to the project, of which the Bidder shall have had notice, shall not have been replaced or remedied, as the case may be.*
- b. *Notwithstanding any certificate which may have been given by the Owner or the Engineer, if any materials, equipment (except Owner Furnished Materials) or any workmanship which does not comply with the requirements of this Contract shall be discovered within one (1) year after Completion of Construction of the project, the Bidder shall replace such defective materials or equipment or remedy any such defective workmanship within thirty (30) days after notice in writing of the existence thereof shall have been given by the Owner. If any such defective materials, equipment, or workmanship so replaced or repaired is found to be defective within one year after the completion of the replacement or repair, the Bidder shall replace or remedy such defective materials, equipment, or workmanship. If the Bidder shall be called upon to replace any defective materials or equipment or to remedy defective workmanship as herein provided, the Owner, if so requested by the Bidder shall deenergize that section of the project involved in such work. In the event of failure by the Bidder so to do, the Owner may replace such defective materials or equipment or remedy such defective workmanship, as the case may be, and in such event the Bidder shall pay to the Owner the cost and expense thereof.*

ARTICLE III--PAYMENTS AND RELEASE OF LIENS

Section 1. Payments to Bidder.

- a. *On or before the fifth (5) day of each calendar month, the Bidder will make application for payment, and the Owner, on or before the nineteenth (19) day of such month, shall make partial payment to the Bidder for construction accomplished during the preceding calendar month on the basis of completed Construction Units furnished and certified to by the Bidder, recommended by the Engineer and approved by the Owner solely for the purposes of payment: Provided, however, that such approval shall not be deemed approval of the workmanship or materials. Only ninety-five percent (95%) of each such estimate approved during the construction of the project shall be paid by the Owner to the Bidder prior to Completion of the project. Upon completion by the Bidder of the construction of the project, the Engineer will prepare an inventory of the project showing the total number and character of Construction Units and, after checking such*

inventory with the Bidder, will certify it to the Owner. Upon the approval by the Owner a Certificate of Completion in the form attached hereto, showing the total cost of the construction performed, the Owner shall make payment to the Bidder of all amounts to which the Bidder shall be entitled thereunder which shall not have been paid: Provided, however, that such final payment shall be made not later than ninety (90) days after the date of Completion of Construction of the project, as specified in the Certificate of Completion, unless withheld because of the fault of the Bidder.

- b. The Bidder shall be paid on the basis of the number of Construction Units actually installed at the direction of the Owner shown by the inventory based on the staking sheets or structure lists.
- c. Notwithstanding the provisions of Section 1.a above, the Bidder may, by giving written notice thereof to the Owner, elect to receive payment in full for any Section of the project upon:
 - (1) completion of construction of such Section as certified by the Engineer and approved by the Owner;
 - (2) submission to the Owner of the releases of lien and the certificate referred to in Section 2 of this Article;
 - (3) approval by the Owner of the inventory in respect of such Section; and
 - (4) submission to the Owner of the consent in writing by the Surety or Sureties, if any, on the Contractor's Bond to payment in full for such Section prior to Completion of the project.

If no Sections are designated in Article II, Section 1c, the term "Section" shall mean for purposes of this subsection c and Article IV, Section 3b only, a part of the project as designated by the Owner which represents at least twenty-five percent (25%) of the contract price, and which is capable of being energized and operated by the Owner.

- d. No payment shall be due while the Bidder is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Bidder the amount of any claim by a third party against either the Bidder or the Owner based upon an alleged failure of the Bidder to perform the work hereunder in accordance with the provisions of this Contract.
- e. The Owner and the Engineer shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Bidder and of any subcontractor, relevant to the construction of the project.

Section 2. Release of Liens and Certificate of Contractor. Upon the completion by the Bidder of the construction of the project (or any Section thereof if the Bidder shall elect to receive payment in full for any Section when completed as provided above) but prior to final payment to the Bidder, the Bidder shall deliver to the Owner, in duplicate, releases of all liens and of rights to claim any lien, in the form attached hereto from all manufacturers, material suppliers, and subcontractors furnishing services or materials for the project or such Section and a certificate in the form attached hereto to the effect that all labor used on or for the project or such Section has been paid and that all such releases have been submitted to the Owner.

Section 3. Payments to Material Suppliers and Subcontractors. The Bidder shall pay each material supplier, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed the Bidder for and on account of materials furnished or construction performed by each material supplier or each subcontractor.

ARTICLE IV--PARTICULAR UNDERTAKINGS OF THE BIDDER

Section 1. Protection to Persons and Property. *The Bidder shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and local laws, rules, and regulations and building and construction codes, in addition to the safety rules and procedures of the Owner.*

The following provisions shall not limit the generality of the above requirements:

- a. *The Bidder shall at no time and under no circumstances cause or permit any employee of the Bidder to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified in the Notice and Instructions to Bidders.*
- b. *The Bidder shall transport and store all material in facilities and vehicles which are designed to protect the material from damage. The Bidder shall ensure that all vehicles, trailers, and other equipment used comply with all applicable licensing, traffic, and highway requirements.*
- c. *The Bidder shall so conduct the construction of the project as to cause the least possible obstruction of public highways.*
- d. *The Bidder shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.*
- e. *The Bidder shall do all things necessary or expedient to properly protect any and all parallel, converging and intersecting lines, joint line poles, highways, and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways or other property are damaged in the course of the construction of the project the Bidder shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.*
- f. *Where the right-of-way of the project traverses cultivated or grazing lands, the Bidder shall limit the movement of its crews and equipment so as to cause as little damage as possible to crops, orchards or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during the construction of the project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of livestock. Except as otherwise provided in the descriptions of underground plowing and trenching assembly units, the Bidder shall not be responsible for loss of or damage to crops, orchards or property (other than livestock) on the right-of-way necessarily incident to the construction of the project and not caused by negligence or inefficient operation of the Bidder. The Bidder shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by the construction of the project.*

The right-of-way for purposes of this said section shall consist of an area extending _____ feet on both sides of the center line of the poles along the route of the project lines, plus such area reasonably required by the Bidder for access to the route of the project lines from public roads to carry on construction activities.

- g. *The project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Bidder and during such period of control by the Bidder all risks in connection with the construction of the project and the materials to be used therein shall be borne by the Bidder. The Bidder shall make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Bidder by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Bidder's negligence.*
- (i) *To the maximum extent permitted by law, Bidder shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons*

(including but not limited to Bidder's employees) and loss, damage to or destruction of Owner's property or the property of any other person or entity (including but not limited to Bidder's property) in any manner arising out of or connected with the Contract, or the materials or equipment supplied or services performed by Bidder, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making Bidder liable for any injury, death, loss, damage, or destruction caused by the sole negligence of Owner.

(ii) To the maximum extent permitted by law, Bidder shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all liens and claims filed or asserted against Owner, its directors, officers, and employees, or Owner's property or facilities, for services performed or materials or equipment furnished by Bidder, its subcontractors and suppliers of any tier, and from all losses, demands, and causes of action arising out of any such lien or claim. Bidder shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise and shall notify Owner promptly when it has done so. If Bidder does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, Owner shall have the right (but shall not be obligated) to pay all sums necessary to obtain any such discharge or release and to deduct all amounts so paid from the amount due Bidder.

(iii) Bidder shall provide to Owner's satisfaction evidence of Bidder's ability to comply with the indemnification provisions of subparagraphs i and ii above, which evidence may include but may not be limited to a bond or liability insurance policy obtained for this purpose through a licensed surety or insurance company.

- h. Any and all excess earth, rock, debris, underbrush and other useless materials shall be removed by the Bidder from the site of the project as rapidly as practicable as the work progresses.*
- i. Upon violation by the Bidder of any of the provisions of this section, after written notice of such violation given to the Bidder by the Engineer or the Owner, the Bidder shall immediately correct such violation. Upon failure of the Bidder so to do the Owner may correct such violation at the Bidder's expense: Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Bidder's expense without such prior notice to the Bidder.*
- j. The Bidder shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.*
- k. The Bidder shall not proceed with the cutting of trees or clearing of right-of-way without written notification from the Owner that proper authorization has been received from the owner of the property, and the Bidder shall promptly notify the Owner whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on its land in connection with the project and shall obtain the consent in writing of the Owner before proceeding in any such case.*
- l. The Bidder will furnish, prior to the commencement of underground distribution construction, proof, satisfactory to the Owner, of compliance with requirements of highway and road authorities having jurisdiction, including without limitation, the furnishing of a bond or other guaranty, and approval by such authorities of the equipment and methods of construction and repair to be used by the Bidder.*

Section 2. Insurance. *The Bidder shall take out and maintain throughout the period of this Agreement the following types and minimum amounts of insurance:*

- a. Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the Bidder under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.*
- b. Public liability insurance covering all operations under the contract shall have limits for bodily*

injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

- c. Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, nonowned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million each occurrence, and property damage limits of \$1 million for each occurrence. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.*

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsection "b" and "c" of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price as an Owner Approved Change Order.

The Owner shall be named as Additional Insured on all policies of insurance required in subsections "b" and "c" of this Section.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Bidder shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to the Owner of any cancellation or material change in the insurance.

Section 3. Delivery of Possession and Control to Owner.

- a. Upon written request of the Owner the Bidder shall deliver to the Owner full possession and control of any portion of the project provided the Bidder shall have been paid at least ninety-five percent (95%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the project to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1.g hereof with respect to such portion of the project so delivered to the Owner shall be terminated; Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials and workmanship as contained in Article II, Section 7 hereof.*
- b. Where the construction of a Section as hereinbefore defined in Article II, Section 1.c and Article III, Section 1.c shall have been completed by the Bidder, the Owner agrees, after receipt of a written request from the Bidder, to accept delivery of possession and control of such Section upon the issuance by the Engineer of a written statement that the Section has been inspected and found acceptable by the Engineer. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1.g hereof with respect to such Section so delivered to the Owner shall be terminated: Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials or workmanship as contained in Article II, Section 7 hereof.*

Section 4. Energizing the Project.

- a. Prior to Completion of the project the Owner, upon written notice to the Bidder, may test the construction thereof by temporarily energizing any portion or portions thereof. During the period of such test the portion or portions of the project so energized shall be considered as within the possession and control of the Owner and governed by the provisions of Section 3 of this Article. Upon written notice to the Bidder by the Owner of the completion of such test and upon deenergizing the lines involved therein said portion or portions of the project shall be considered as returned to the possession and control of the Bidder unless the Owner shall elect to continue possession and control in the manner provided in Section 3 of this Article.*
- b. The Owner shall have the right to energize permanently any portion or portions of the project delivered to its possession and control pursuant to the provisions of Section 3 of this Article.*

Section 5. Assignment of Guarantees. *All guarantees of materials and workmanship running in favor of the Bidder shall be transferred and assigned to the Owner prior to the time the Bidder receives final payment.*

ARTICLE V--REMEDIES

Section 1. Completion on Bidder's Default. *If default shall be made by the Bidder or by any subcontractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Bidder and the Surety or Sureties, if any, upon the Contractor's Bond or Bonds a written notice requiring the Bidder to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Bidder such default shall be corrected or arrangements for the correction thereof satisfactory to both the Owner and the Engineer shall be made by the Bidder or its Surety or Sureties, if any, the Owner may take over the construction of the project and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Bidder, and the Bidder and its Surety or Sureties, if any, shall be liable to the Owner for any cost or expense in excess of the Contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the construction of the project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Bidder or any of its subcontractors, which may be situated at the site of the project. The Owner in such contingency may exercise any rights, claims or demands which the Bidder may have against third persons in connection with this Contract and for such purpose the Bidder does hereby assign, transfer and set over unto the Owner all such rights, claims and demands.*

Section 2. Incentive/Disincentive. *The undersigned Bidder agrees to begin work within (Based on estimated pre-con conference of 8/15/22) 19 calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" will be issued during pre-con conference and to complete the work within*

112 consecutive calendar days thereafter (except as modified in accordance with the GENERAL CONDITIONS of these Contract Documents). The Contract Price shall be adjusted as follows:

Increased \$ 1,000.00 for each day final completion of the Project precedes the final completion calendar day total, 112 from Notice to Proceed, or decreased

\$ 1,000.00 for each day final completion of the Project exceeds the final completion calendar day total (subject to any changes in the final completion calendar day totals, by addendum).

The ultimate increase is limited to a maximum of 30 calendar days or \$ 30,000.00.

Section 3. Cumulative Remedies. *Every right or remedy herein conferred upon or reserved to the Owner or the Government shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election: Provided, however, that the provisions of Section 2 of this Article shall be the exclusive measure of damages for failure by the Bidder to complete the construction of the project within the time herein agreed upon.*

ARTICLE VI--MISCELLANEOUS

Section 1. Definitions.

- a. *The term "Engineer" shall mean the Engineer employed by the Owner, to provide engineering services for the project and said Engineer's duly authorized assistants and representatives.*
- b. *The term "Completion of Construction" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof except the Bidder's obligations in respect of (1) Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof, (2) the inventory referred to in Article III, Section 1 hereof, and (3) other final*

documents. The term "Completion of the Project" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof. The Certificate of Completion, signed by the Engineer and approved in writing by the Owner, shall be the sole and conclusive evidence as to the date of Completion of Construction and as to the fact of Completion of the Project.

Section 2. Materials and Supplies. *In the performance of this contract there shall be furnished only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States or in any eligible country, and only such manufactured articles, materials, and supplies as have been manufactured in the United States or in any eligible country substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States or in any eligible country; provided that other articles, materials, or supplies may be used in the event and to the extent that the Engineer shall expressly in writing authorize such use pursuant to the provisions of the Rural Electrification Act of 1938, being Title IV of Public Resolution No. 122, 75th Congress, approved June 21, 1938. For the purposes of this section, an "eligible country" is any country that applies with respect to the United States an agreement ensuring reciprocal access for United States products and services and suppliers to the markets of that country, as determined by the United States Trade Representative. The Bidder agrees to submit to the Owner such certificates with respect to compliance with the foregoing provision as the Engineer from time to time may require.*

Section 3. Patent Infringement. *The Bidder shall hold harmless and indemnify the Owner from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the project.*

Section 4. Permits for Explosives. *All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the project shall be obtained by and at the expense of the Bidder.*

Section 5. Compliance with Laws. *The Bidder shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under the contract and the construction of the project. The Bidder acknowledges that it is familiar with the Rural Electrification Act of 1936, as amended, the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq), and 18 U.S.C. §§ 286, 287, 641, 661, 874, 1001, and 1366, as amended.*

The Bidder represents that to the extent required by Executive Orders 12549 (3 CFR, 1985-1988 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), Debarment and Suspension, and 7 CFR part 3017, it has submitted to the Owner a duly executed certification in the form prescribed in 7 CFR part 3017.

The Bidder represents that, to the extent required, it has complied with the requirements of Pub. L. 101-121, Section 319, 103 Stat. 701, 750-765 (31 U.S.C. 1352), entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," and any rules and regulations issued pursuant thereto.

Section 6. Equal Opportunity Provisions.

a. Bidder's Representations.

The Bidder represents that:

It has X, does not have , 100 or more employees, and if it has, that it has X, has not , furnished the Equal Employment Opportunity-Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 of September 24, 1965, and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Contract will amount to more than \$10,000, the Bidder will file such report, as required by law, and notify the owner in writing of such filing prior to the Owner's acceptance of this Proposal.

- b. Equal Opportunity Clause. During the performance of this Contract, the Bidder agrees as follows:*
- (1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.*
 - (2) The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.*
 - (3) The Bidder will send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
 - (4) The Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.*
 - (5) The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
 - (6) In the event of the Bidder's noncompliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.*
 - (7) The Bidder will include this Equal Opportunity Clause in every subcontract or purchase order unless exempted by the rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.*
- c. Certificate of Nonsegregated Facilities. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its*

employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

- d. Bidder to comply with all State and Local Equal Opportunity regulations. Completed EO compliance forms shall be supplied to Owner as Requested.*

Section 7. Franchises and Rights-of-Way. *The Bidder shall be under no obligation to obtain or assist in obtaining: Any franchises, authorizations, permits or approvals required to be obtained by the Owner from Federal, State, County, Municipal or other authorities; any rights-of-way over private lands; or any agreements between the Owner and third parties with respect to the joint use of poles, crossings, or other matter incident to the construction and operation of the project.*

Section 8. Nonassignment of Contract. *The Bidder shall perform directly and without subcontracting not less than twenty-five percent (25%) of the construction of the project, to be calculated on the basis of the total Contract price. The Bidder shall not assign the Contract effected by an acceptance of this Proposal or any interest in any funds that may be due or become due hereunder or enter into any contract with any person, firm or corporation for the performance of the Bidder's obligations hereunder or any part thereof, without the approval in writing of the Owner and of the Surety or Sureties, if any, on any bond furnished by the Bidder for the faithful performance of the Bidder's obligations hereunder. If the Bidder, with the consent of the Owner and any Surety or Sureties on the Contractor's Bond or Bonds, shall enter into a subcontract with any subcontractor for the performance of any part of this Contract, the Bidder shall be as fully responsible to the Owner and the Government for the acts and omissions of such subcontractor and of persons employed by such subcontractor as the Bidder would be for its own acts and omissions and those of persons directly employed by it.*

Section 9. Successors and Assigns. *Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto. The Owner and Bidder acknowledge that this Contract is assigned to the Government, for security purposes under the Owner's mortgage and security instrument.*

Section 10. Independent Contractor. *The Bidder shall perform the work as an independent contractor, not as a subcontractor, agent, or employee of the Owner. Upon acceptance of this Proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.*

ATTEST:



Secretary

Dated 7/12/2022



1223 East Broadway, Morrilton, AR 72110

Address

The Proposal must be signed with the full name of the Bidder. If the Bidder is a partnership, the Proposal must be signed in the partnership name by a partner. If the Bidder is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

Note: *This BEUD Contract Form was based on RUS Form 830 and has been modified for this solicitation in accordance with applicable Arkansas Procurement Laws for municipal public improvement projects, and the City's Purchasing Policy.*



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-72	Solicitation Title:	Construction of Substation I
Addendum Number:	1	Date of Issuance:	July 1, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated June 12, 2022.

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

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

This Addendum Number 1 consists of 3 page(s).

Specifications:

1.0 Mule Tape

1.1 Unit K-3, page 66 – After Contractor attaches the feeder exit conduit to the owner installed conduit outside of the station, Contractor is required to install a mule tape from the termination stand in the station to the corresponding riser location on the distribution lines. Mule tape shall be a minimum of 1,250 lb rating and shall be secured on each end of the run. Contractor shall use Polywater Bondit conduit adhesive for any HDPE to PVC joints. Use of the PVC to HDPE quick connect coupling is acceptable if first approved by BEUD.

2.0 Anchor Bolts

2.1 Page 22B of the specifications (Material List Part 1) indicates that Item A-1 will be delivered to the substation site. The anchor bolts for the steel are set to arrive on 8/11/22 and will be delivered to the City Warehouse. Contractor will be required to load and transport the anchor bolts to the substation site. The remaining steel items will be delivered directly to the substation site to be offloaded by the Contractor.



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ADDENDUM TO SOLICITATION

3.0 Control Cable

3.1 Unit K-1, Page 64 states “all material required for this construction unit (K-1) shall be furnished by the Contractor”. Bentonville will supply the control cable only for this unit according to the table below. Contractor is still required to supply all other material associated with Unit K-1

Wire Type	QTY (FT)
2C / #10	1830
3C / #10	1595
4C / #10	3845
4C / #12	630
12C / #12	3980
3C / #6 W/ GND	235
3C / 4/0 W/ GND	280

Questions and Answers:

Questions and City's answers from the Optional Pre-Bid Meeting held on June 28, 2022 at 1:00 PM:

Line Number	Submitted Question	City's Response
1	Who will the Construction Representative be?	Ampirical
2	Any adjusting needed on existing switch (Sw 391) and if so, who is responsible?	Contractor should plan to adjust this switch. The switch has been in the open position for 10 years and more than likely needs to be slightly adjusted.
3	Is the City building/ordering new panels similar to the old ones so that the cables will be long enough?	Yes, the City and Ampirical have worked diligently to specify the new panels to be similar to the old ones.
4	Does the Scope include any battery work?	No, battery work is not needed/part of the IFB-22-72 Scope of Work.
5	Will metering be ready?	The discussion with AEP is underway and they are aware. The City is working to ensure this will be ready; however, in the event that it is not, the City will be able to use a Tie Breaker.
6	When will the City be testing Arrestors and Potential Transformers (PTs) (at the end of the project or both before and after)?	Arrestors should be tested before, and PTs should be tested after; however, the City will not hold Contractor's work up.



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ADDENDUM TO SOLICITATION

Special Attention Items:

Number	Item
1	Section 0-1: Grounding – Ground Grid is not in the exact location drawings show; not far off, but be prepared to locate.
2	K3 Feeder Exits: Drawings and Specifications Document differ slightly in what they communicate. Specifications take precedence over drawings.
3	K1 and K2 Specification: - Any damage to ground, Contractor is responsible for repairing. - Any damage to trenches, Contractor is responsible for repairing.
4	Power Transformer On-Site: When Contractor arrives at the site, they are responsible for inspection of the Power Transformer and responsible for care and security throughout the Project (until 100% approved completion).
5	Anything underground must be waterproofed and sealed.
6	Contractor shall remove existing spoils from the job site; no mud shall be present in the rock put back down.
7	SCADA Cabinet is installed and waiting on Contractor to attach SCADA cables.
8	Relay Panels: - 1400 Series Drawing - 1300 Series – AC and DC Schematics - 1500 Series – External Connection Drawings - o 1506-1511 covers this Project; others have been included for reference.
9	Contractor is not responsible for testing and commissioning.
10	The City will be adding an additional gate for work-site access.
11	Contractor shall take delivery of the Control Cables at the same time as the other material, from the City's warehouse, at the beginning of the Project.

[End of Addendum 1]



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-72	Solicitation Title:	Construction of Substation I
Addendum Number:	2	Date of Issuance:	July 6, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated June 12, 2022.

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

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

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

Bid Bond Form:

1.0 Bid Bond Form: The original Bid Bond Form included in the IFB-22-72 Bid Packet contained an error referencing a Bid Bond requirement of 10%.

1.1 The required Bid Bond amount for IFB-22-72 is 5% (five percent), as stated in the Advertisement for Bids.

1.2 A revised Bid Bond Form, reflecting the correct amount of 5% has been included in this Addendum Number 2 to IFB-22-72.

[Revised Bid Bond Form Follows]



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-72	Solicitation Title:	Construction of Substation I
Addendum Number:	3	Date of Issuance:	July 7, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated June 12, 2022.

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

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

This Addendum Number 3 consists of 3 page(s).

Questions and Answers:

Line Number	Submitted Question	City's Response
1	Drawing ESI-0430/SHEET E20 lists a BOM but does not show whether each line is to be provided by Owner or Contractor, can a breakdown of what materials and quantities are required by Contractor be provided?	BEUD is providing all materials on this BOM.
2	Please clarify the size of the grounding conductor to be supplied in the new Trenwa Cable trench and what is the size of the current ground in the existing trench.	All ground conductor is 4/0 copper.
3	There are ground grid additions in the project but the trench backfill isn't specified. Please clarify what type of trench backfill is required.	Re-use the removed material and compacted back to original grade as noted in spec Unit O-1, H(1).
4	Are the feeder and control cable conduit sweeps steel or PVC? To what radius does a long sweep refer, i.e. 48", 60" or 180"	Conduit stub-ups in the yard are to be RGS. Other below grade conduits and elbows in the yard are to be PVC. Feeder conduit elbows are to be 60" sweep for 6" conduits. Reference BEUD Construction Specifications 10.2.4 document for additional information.



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
5	Can drawings ESI-0900/SHEET13 and ESI-0401/SHEET 2 be provide in CAD format?	CAD files will not be distributed.
6	In CONSTRUCTION UNIT K-2, CABLE TRENCH, Section B4 required a pea gravel under the Trenwa Cable trench but drawing ESI-0910 calls for class 67 bedding. It is assumed that this references ASTM D448 – 12, Table 1, Standard Sizes of Processed Aggregate, size number 67. If this is true, this specifies majority of the aggregate to be ¾ inch rock. Please clarify which is required	BEUD requires pea gravel for the interior only.
7	Is it correct to assume that the perforated pipe under the new trench will tie into an existing drain system under the current trench system?	The contractor should be able to tie new drainpipe at end of the existing trench system.
8	Is the perforated pipe under the current trench system accessible without major excavation under the existing trench?	It should be accessible near the end of the existing cable trench; however, this cannot be confirmed or guaranteed.
9	In CONSTRUCTION UNIT M-1, GRAVEL RESTORATION & WEED KILLER, Section A1, the substation rock is specified as number 57 which is assumed to refer to the ASTM D448 – 12, Table 1, Standard Sizes of Processed Aggregate size number 57. If this is true, this specifies 1" inch rock. Can this be used in place of number 67 under the Trenwa Cable trench?	This is not an issue as long as the gravel is washed/clean to allow water from the trench to flow into the drainpipe and the stone can be properly compacted to prevent settlement of the trench system.
10	Even though this wasn't mentioned, is there a wet impedance level (ohm-meter) to be met for the substation rock?	Refer to the included Substation I Resistivity Data Report.
11	CONSTRUCTION UNIT A-2 and A-3, the aluminum bus is to be welded. Can DMC crimping be substituted for this requirement?	No- a crimped connection is not allowed.
12	item 2 and 3 of Section D on page 46 indicate we are to provide weight of structures, footage of wire, ratings, etc., We believe these items do not seem to belong to this quote as BEUD is providing all these items. Please provide guidance.	This does not apply. All material is BEUD supplied.



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
13	In CONSTRUCTION UNIT H-1, POWER TRANSFORMER, Section B2 required the contractor to "inspect the power transformer for visible damage or shortages. If no damage or shortages are noted, the Contractor shall accept responsibility for the transformer." Since no testing is required in the bid, only the physical exterior part of the transformer can be inspected. This implies to us that we are not held responsible of any unseen damage in the control cabinet, inside the tank or tap-changer. Also, we are confused by what is meant by "shortages" as we don't know what was supposed to have been provided with the transformer. Please clarify this statement so it is clearly understood what the contractor will be held responsible.	The contractor should note any visible exterior damages and report to the BEUD prior to acceptance. Testing was completed and accepted by BEUD; therefore, there should be no shortages. After acceptance, the contractor will be responsible for the care and security throughout the Project until 100% approved completion.
14	Requesting Bid Submittal Date be pushed to at least 7-19-22 in order to properly address all information in first addendum and all responses to questions that have been submitted.	The City has carefully reviewed the Addenda issued and the bid timeline, and has not determined a need to extend the bid submission date.

[See following attachment: Substation I Resistivity Data]

PROPOSAL SUMMARY

SUBSTATION CONSTRUCTION ASSEMBLY UNITS

Construction Unit A – Structures, Buswork, Above Grade Grounding -----	\$ 212,720.99
Construction Unit B – Group Operated Switches -----	\$ 19,822.57
Construction Unit C – Arresters -----	\$ 5,946.77
Construction Unit D – Disconnect Switches, Fuses-----	\$ 19,203.12
Construction Unit E – Circuit Breakers -----	\$ 16,105.84
Construction Unit G – Protective Relaying, Metering -----	\$ 19,079.23
Construction Unit H – Power Transformer, Station Service -----	\$ 11,009.28
Construction Unit K – Cables, Conduits, Cable Trench -----	\$ 212,058.77
Construction Unit L – Concrete Foundations -----	\$ 245,568.25
Construction Unit M – Gravel Restoration -----	\$ 40,851.21
Construction Unit O – Below Grade Ground Tails -----	\$ 54,685.71
Construction Unit X – Existing Relay Panel Removal -----	\$ 9,291.83
Construction Unit V – Animal Mitigation Covers -----	\$ 4,460.08
Contingency -----	\$ 200,000.00
 TOTAL SUBSTATION CONSTRUCTION ASSEMBLY -----	 \$ 1,070,803.65

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "A" - Structures & Buswork

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO OF UNITS	UNIT PRICE			6 EXTENDED PRICE - LABOR AND MAT.
			LABOR	MATERIALS	LABOR AND MATERIALS	
A-1	Installation 161 & 15kV Structures	Lot	65,290.60		65,290.60	65,290.60
A-2	161kV Buswork	Lot	29,733.86		29,733.86	29,733.86
A-3	15kV Buswork	Lot	117,696.53		117,696.53	117,696.53
Construction Unit "A" - Structure & Buswork Total:						212,720.99

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "B" - Group Operated Switches

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO OF UNITS	UNIT PRICE			6 EXTENDED PRICE - LABOR AND MAT.
			LABOR	MATERIALS	LABOR AND MATERIALS	
B-1	15kV, 2000A GOAB	1	2,477.82		2,477.82	2,477.82
B-2	15kV, 2000A GOAB	1	2,477.82		2,477.82	2,477.82
B-3	15kV, 2000A GOAB	1	2,477.82		2,477.82	2,477.82
B-4	15kV, 1200A GOAB	5	2,477.82		2,477.82	12,389.11
Construction Units "B" - Group Operated Switches Total:						19,822.57

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "C" - Arresters

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO OF UNITS	UNIT PRICE			6
			LABOR	MATERIALS	LABOR AND MATERIALS	EXTENDED PRICE - LABOR AND MAT
C-1	10kV, 8.4kV MCOV Arrester	12	495.56		495.56	5,946.77
Construction Units "C" - Arresters Total:						5,946.77

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "D" - Disconnect Switches & Fuses w/Fuse Links

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO OF UNITS	UNIT PRICE			6
			LABOR	MATERIALS	LABOR AND MATERIALS	EXTENDED PRICE - LABOR AND MAT
D-1	15kV, 1200A, Hookstick	30	495.56		495.56	14,866.93
D-2	15kV, Fused Cutout	7	495.56		495.56	3,468.95
D-3	15kV, Fuse Links	7	123.89		123.89	867.24
Construction Units "D" - Disconnect Switches & Fuses w/Fuse Links Total:						19,203.12

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "E" - Circuit Breakers

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO OF UNITS	UNIT PRICE			6 EXTENDED PRICE - LABOR AND MAT
			LABOR	MATERIALS	LABOR AND MATERIALS	
E-1	161kV, 1200A Circuit Breaker	1	4,955.64		4,955.64	4,955.64
E-2	15kV, 1200A Circuit Breaker	5	1,858.37		1,858.37	9,291.83
E-3	15kV, 2000A Circuit Breaker	1	1,858.37		1,858.37	1,858.37
Construction Units "E" - Circuit Breakers Total:						16,105.84

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "G" - Protective Relaying & Metering

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO OF UNITS	UNIT PRICE			6
			LABOR	MATERIALS	LABOR AND MATERIALS	EXTENDED PRICE - LABOR AND MAT.
G-1	Indoor Relay Panel	5	2,477.82		2,477.82	12,389.11
G-2	15kV Metering CT	3	743.35		743.35	2,230.04
G-3	7.2kV Metering PT	3	743.35		743.35	2,230.04
G-4	7.2kV Relaying PT	3	743.35		743.35	2,230.04
Construction Units "G" - Protective Relaying & Metering Total:						19,079.23

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "H" - Power Transformers

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO. OF UNITS	UNIT PRICE			6 EXTENDED PRICE - LABOR AND MAT
			LABOR	MATERIALS	LABOR AND MATERIALS	
H-1	161-12.47kV Power Transformer	1	5,004.69	682.95	5,687.64	5,687.64
H-2	7,200-120/240kV Station Service	1	4,980.16	341.48	5,321.64	5,321.64
Construction Units "H" - Power Transformers Total:						11,009.28

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "K" - Cables, Conduits, & Cable Trench

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO OF UNITS	UNIT PRICE			6
			LABOR	MATERIALS	LABOR AND MATERIALS	EXTENDED PRICE - LABOR AND MAT.
K-1	Cables & Conduits	Lot	94,775.27	21,822.69	116,597.96	116,597.96
K-2	Cable Trench	Lot	2,476.62	34,489.16	39,965.78	36,965.78
K-3	6" Feeder Conduits (Horz. Feet)	466	74.81	50.71	125.53	58,495.03
Construction Units "K" - Cables, Conduits, & Cable Trench Total:						212,058.77

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "L" - Concrete Foundations

UNIT NO.	NAME AND DESCRIPTION OF UNIT	CU. YARDS	UNIT PRICE			6
			LABOR	MATERIALS	LABOR AND MATERIALS	EXTENDED PRICE - LABOR AND MAT.
L-1	Augured Piers Foundations (97.16 Total Yards)					
	Pier "C" (3.14 Cu. Yds. Each - 2 Piers Total)	6.28	162.92	2,268.77	2,431.69	15,271.01
	Pier "F" (3.14 Cu. Yds. Each - 2 Piers Total)	6.28	-	-	-	-
	Pier "G" (3.67 Cu. Yds. Each - 2 Piers Total)	7.34	162.92	2,268.77	2,431.69	17,848.60
	Pier "H" (3.92 Cu. Yds. Each - 12 Piers Total)	47.04	162.92	2,268.77	2,431.69	114,386.66
	Pier "P" (3.92 Cu. Yds. Each - 4 Piers Total)	15.68	162.92	2,268.77	2,431.69	38,128.89
	Pier "Q" (14.54 Cu. Yds. Each - 1 Pier Total)	14.54	162.92	2,268.77	2,431.69	35,356.76
L-2	Flat Piers Foundations (15.11 Total Yards)					
	Pier "S" (3.11 Cu. Yds. Each - 1 Pier Total)	3.11	108.97	1,517.52	1,626.49	5,058.40
	Pier "T" (2.00 Cu. Yds. Each - 6 Piers Total)	12.00	108.97	1,517.52	1,626.49	19,517.93
Construction Units "L" - Concrete Foundations Total:						245,568.25

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "M" - Gravel Restoration

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO OF UNITS	UNIT PRICE			6
			LABOR	MATERIALS	LABOR AND MATERIALS	EXTENDED PRICE - LABOR AND MAT
M-1	Gravel Restoration & Weed Killer	Lot	2,736.93	38,114.28	40,851.21	40,851.21
Construction Units "M" - Gravel Restoration Total:						40,851.21

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "O" - Below Grade Ground Tails

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO. OF UNITS	UNIT PRICE			6 EXTENDED PRICE - LABOR AND MAT.
			LABOR	MATERIALS	LABOR AND MATERIALS	
O-1	Below Grade Grounds Tails	Lot	29,949.13	24,736.58	54,685.71	54,658.71
Construction Units "O" - Below Grade Ground Tails Total:						54,685.71

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "V" - Animal Mitigation Covers

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO. OF UNITS	UNIT PRICE			6
			LABOR	MATERIALS	LABOR AND MATERIALS	EXTENDED PRICE - LABOR AND MAT.
V-1	Animal Mitigation Covers	36	123.89		123.89	4,460.08
Construction Units "V" - Animal Mitigation Covers Total:						4,460.08

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "X" - Existing Relay Panel Removal

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO. OF UNITS	UNIT PRICE			6
			LABOR	MATERIALS	LABOR AND MATERIALS	EXTENDED PRICE - LABOR AND MAT.
X-1	Existing Relay Panel Removal	1	9,291.83		9,291.83	9,291.83
Construction Units "X" - Existing Relay Panel Removal Total:						

U.S. Department of Agriculture
Rural Utilities Service

BID BOND

1. *KNOW ALL PERSONS that we, Koontz Electric Company, Inc.*
_____ as Principal, and
Hartford Casualty Insurance Company
as Surety, are held and firmly bound unto City of Bentonville, Arkansas
_____ (hereafter called the "Owner")
in the penal sum of five percent (5%) of the amount of the bid referred to in paragraph 2 below, but not to
exceed Five Percent of Amount of Bid dollars (\$ 5% of Amount of Bid), as
hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our
executors, administrators, successors and assigns, jointly and severally, by these presents;
2. *WHEREAS, the Principal has submitted a bid to the Owner for the construction of the Rural Utilities Service*
project known as Substation "I" 161-12.47kV Substation Additions.
3. *NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the bid of the*
Principal, and
- a. the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and*
give such Contractor's Bond or Bonds for the performance of the contract and for the prompt payment of
labor and material furnished for the project as may be specified in the bid, or
- b. in the event of the failure of the Principal to execute such contract documents, if any, and give such*
Contractor's Bond or Bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal
sum hereof, between the amount specified in the bid and such larger amount for which the Owner may in
good faith contract with another party to construct the project, then this obligation shall be void, otherwise
to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

12th day of July

Koontz Electric Company, Inc.

B.

President, CEO

Title

Hartford Casualty Insurance Company

Judy Schoggen, Attorney-in-Fact

Title

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: THE CASHION COMP INS & BONDING LLC
Agency Code: 38-591481

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Lola Burton, Benson A. Cashion, Matthew K. Cashion, Jr., Holly Clevenger, Michael G. Dornblaser, Lee W. Jackson, Julie Martin, Judy Schoggen of LITTLE ROCK, Arkansas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In **Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



[Redacted Signature]

Shelby Wiggins, Assistant Secretary

[Redacted Signature]

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



[Redacted Signature]

Jessica Noelle Ciccone
My Commission #FF029702
Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 12, 2022.

Signed and sealed in Lake Mary, Florida.



[Redacted Signature]

Keith D. Bozolis, Assistant Vice President

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<u>Koontz Electric Company, Inc.</u>	<u>City of Bentonville, Arkansas</u>
Organization Name	PR/Award or Project Name
<u>Substation "I" 161-12.47kV Substation Additions</u>	

Dean Hoover, President, CEO

7/12/2022

Date



NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Arkansas

County of Conway

I, Dean Hoover, President, CEO of Koontz Electric Co. of lawful age, being first duly sworn, on oath says that:

1. (s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Sig

Title: President, CEO

Subscribed and sworn before me this:

12

day of

July

2022

Notary Publ

My commission expires: 10/23/2028



BIDDER QUALIFICATIONS RESPONSE

(REQUIRED IN ANY SUBMISSION TO IFB-22-72)

Bidders shall complete this Response Document and include it in any Submission to IFB-22-72. Failure to include this Form completed may result in the Submission being declared non-responsive.

The City (Owner) reserves the right to contact companies for whom the Bidder has performed work for, and to use any information gained via contacting those companies, via information contained in this Form, or via other information included in Bidder's Submission in the evaluation of Bidder's qualifications to complete the IFB-22-72 Scope of Work.

General Information:

Company Bidding:	Koontz Electric Co., Inc.	Contact Person (Name):	Jeff Ludwig
Contact Person (Phone):	501-242-6118	Contact Person (Email):	jeff.ludwig@koontzelectric.com
Company Address:	1223 East Broadway, Morrilton, AR 72110		

Primary Business Activity Description:

Heavy industrial electrical contractor.

Bidder possesses a (check if applicable and included additional information below):

☒ Arkansas Contractors License

Arkansas Contractors License Number: 0003170922 Expiration Date: 9/30/2022

Average Number of Employees Per Year – Last 3 Years:

Year: 2021	Year: 2020	Year: 2019
# of Employees: 210	# of Employees: 190	# of Employees: 190

Annual Dollar Volume Per Year – Last 3 Years:

Year: 2021	Year: 2020	Year: 2019
\$ 42,820,419	\$ 53,822,591	\$ 49,560,532

Largest Job Completed During the Last 3 Years:

Project Title: Fort Peck Powerhouse Transformer Install

Customer/Owner: USACE, Omaha District

Contact Name: Daniel Monahan Phone: 402-995-2886 Email: daniel.d.monahan@usace.army.mil

Dollar Value of Project: \$ 8,788,287

Completion Time: 11/17/2021

(Form continues on following page)



BIDDER QUALIFICATIONS RESPONSE

(REQUIRED IN ANY SUBMISSION TO IFB-22-72)

Current Major Jobs in Progress:

1. PLEASE SEE ATTACHED WORK IN PROGRESS REPORT.

Customer/Location:			
Type of Work:		Size (Dollar Value):	
Customer Contact (Name):		Phone Number:	

2.

Customer/Location:			
Type of Work:		Size (Dollar Value):	
Customer Contact (Name):		Phone Number:	

3.

Customer/Location:			
Type of Work:		Size (Dollar Value):	
Customer Contact (Name):		Phone Number:	

Major Jobs Completed in the Last 3 Years:

1.

Customer/Location:			
Type of Work:		Size (Dollar Value):	
Customer Contact (Name):		Phone Number:	
Completion Date:		Substation Construction (Yes/No):	

2.

Customer/Location:			
Type of Work:		Size (Dollar Value):	
Customer Contact (Name):		Phone Number:	
Completion Date:		Substation Construction (Yes/No):	

3.

Customer/Location:			
Type of Work:		Size (Dollar Value):	
Customer Contact (Name):		Phone Number:	
Completion Date:		Substation Construction (Yes/No):	

Are there any judgements, claims or suits pending or outstanding against your company: ☐ Yes ☒ No

If yes, attach details.

Has the Company now or ever been involved in any bankruptcy or reorganization: ☐ Yes ☒ No

If yes, attach details.

Has the Company received any Regulatory (EPA, OSHA, etc.) inspections in the last three years?: ☐ Yes ☒ No

If yes, attach details.

(Form continues on following page)



BIDDER QUALIFICATIONS RESPONSE

(REQUIRED IN ANY SUBMISSION TO IFB-22-72)

Has the Company received any Regulatory (EPA, OSHA, etc.) citations in the last three years? ☐ Yes ☒ No

If yes, attach details.

Has the Company had a fatality in the last three years? ☐ Yes ☒ No

If yes, attach details.

Prior Similar Experience References:

Bidders shall use the spaces below to provide at least three references for whom the Bidder has completed the same or similar Scope of Work for (substation construction) within the last five years.

1.

Customer/Location:	Entergy, Jefferson Parish, LA	Type of Work:	Substation - JPAR 1
Type of Work:	Substation	Size (Dollar Value):	\$4,389,267
Customer Contact (Name):	Mario Ceravolo	Phone Number:	504-576-5081
Completion Date:	7/2/2022		
Description of Work and Statement Regarding Similarity to the IFB-22-72 Scope of Work:			
Koontz Electric was contracted to perform the electrical portion of the Jefferson Parish Reliability Improvement Project upgrading and expanding the electrical power transmission grid around New Orleans. This contract included work at the following locations: * Alliance - Modifications to 115kV and construction of new 230kV yard * Barataria - Modifications to 115kV and construction of new 230kV yard * Churchill - New 230kV Switching Station * Estelle - Modifications to the existing 230kV yard. * Ninemile - Modification/Replacement of relay panels in 115kV Control House * Waterford - Modification/Removal of 230kV equipment and relay panels. In 230kV control house. * Westwego - Modification/Removal relay panels in control house and add new bay for the 2nd Ninemile line.			

2.

Customer/Location:	OG&E, Ellis Co., OK	Type of Work:	Substation, Bobcat
Type of Work:	Substation	Size (Dollar Value):	\$2,439,682
Customer Contact (Name):	Doug Dauman	Phone Number:	405-553-4871
Completion Date:	7/3/2022		
Description of Work and Statement Regarding Similarity to the IFB-22-72 Scope of Work:			
Scope Details: Electrical SP&C associated work, Line Terminal Installation, Buswork Installation, Control Cable Installation, Switches Installation, Breakers Installation, Arresters Installation, Line Rack Installation, Structural Physical Installation, Site has been cleared by others, Foundations have been installed by others, Driveway has been installed by others, Perimeter fence has been installed by others, Control House Foundation and Control House Installation by others.			

3.

Customer/Location:	OG&E, Seminole Co., OK	Type of Work:	Substation, Fixico
Type of Work:	Substation	Size (Dollar Value):	\$846,959
Customer Contact (Name):	Doug Dauman	Phone Number:	405-553-4871
Completion Date:	7/1/2022		
Description of Work and Statement Regarding Similarity to the IFB-22-72 Scope of Work:			
Replace "V" Type Disconnect Switch 122M (Mfr: Power Dyne) *Replace High Side Surge Arresters from 120kV to 108kV/84kV MCOV porcelain station class type *Install Transformer Low Side Station Class Surge Arresters, 10kV/8.4kV MCOV and mount on low side steel structure *Replace XFMR 2 Relay Terminal located on Panel 2R, SEL-387 Primary Diff (87-T2) ,,o,, SEL-351S BU Overcurrent (11T2). There is currently one (1) future rack space, available in control house. Recommendation is to have Bank 2 & Bank 3 relaying rack combined and placed in new spot to help with minimizing outage time. *, Replace existing padmount terminal cabinet 1TC2 ,,o,, Replace all control cables coming into the terminal cabinet due to damage from sitting water. *Replace Station Power Transformer 12 *Replace Station Power Transformer 12 Safety Disconnect Switches 1SP2 & 1SM2 *, Replace Bus PT 1B2 Safety Disconnect Switch 1B2PT1 *, Replace 12.5kV PCR 624 Co. No 3210 *Remove outdoor UF Relay Cabinet All PCR should have microprocessor relays and UF Relay, element can be activated on the appropriate PCR relays			

**OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):**

If Bidder requires additional space to relay information pertaining to any part of this Form, Bidder may include additional pages/information in the Submission.

96

KOONTZ ELECTRIC COMPANY, INC. COMPLETED

Project Name:	21-3323 OK/BRISTOW/OGE		
Contract#	450109115	OG&E	
Owner		PO BOX 24990	
Owner POC		OKLAHOMA CITY	OK 73124-0990
Owner POC Phone			
Architect:			
Project Manager:	JOEY DOLD		
Contract Value	\$ 520,733.00		
% Complete	100%		
Scheduled Completion	3/25/2022		

Project Name:	21-2206 LA/GOOS FERRY/AMPI		
Contract#		AMPIRICAL	
Owner	ENTERGY/AMPIRICAL(GC)		
Owner POC			
Owner POC Phone			
Architect:			
Project Manager:	PAUL ZIMMERMAN		
Contract Value	\$ 2,149,827.00		
% Complete	100%		
Scheduled Completion	1/19/2022		

Project Name:	21-1254 AR/130 RIVER BRIDGE DUCT/KIMA		
Contract#	2142-104360	KIEWIT-MASSMAN CONSTRUCTION	
Owner	ARDOT	1000 KIEWIT PLAZA	
Owner POC		OMAHA	NE 68131
Owner POC Phone			
Architect:			
Project Manager:	JAMES GAMMILL		
Contract Value	\$ 1,552,901.00		
% Complete	100%		
Scheduled Completion	11/30/2021		

Project Name:	20-4997 FORT SMITH/POWER FEED/GERD		
Contract#	F015572	GERDAU FORT SMITH STEEL MILL	
Owner	GERDAU SPEICAL STEEL NORTH AMERICA	5225 PLANTERS ROAD	
Owner POC		FORT SMITH	AR 72916
Owner POC Phone			
Architect:			
Project Manager:	JAMES GAMMILL		
Contract Value	\$ 814,679.00		
% Complete	100%		
Scheduled Completion	5/31/2021		

Project Name:	20-4996 FORT SMITH/DESIGN WORK/GERD		
Contract#	F010641	GERDAU FORT SMITH STEEL MILL	
Owner	GERDAU FORT SMITH MILL	5225 PLANTERS ROAD	
Owner POC		FORT SMITH	AR 72916
Owner POC Phone			
Architect:			
Project Manager:	JEFF LUDWIG		
Contract Value	\$ 116,580.00		
% Complete	100%		
Scheduled Completion			

Project Name:	20-2908 LA/STERLINGTON 115KV/BUMC	
Contract#		BURNS & MCDONNELL
Owner	ENTERGY LOUISIANA	
Owner POC		
Owner POC Phone		
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 171,611.00	
% Complete	100%	
Scheduled Completion	11/24/2021	
Project Name:	20-2907 LA/SELMAN/BUMC	
Contract#		BURNS & MCDONNELL
Owner	ENTERGY LOUISIANA	
Owner POC		
Owner POC Phone		
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 1,158,228.00	
% Complete	100%	
Scheduled Completion	12/23/2021	
Project Name:	20-2906 LA/PERRYVILLE EXPANSION/BUMC	
Contract#		BURNS & MCDONNELL
Owner	ENTERGY LOUISIANA	
Owner POC		
Owner POC Phone		
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 1,514,944.00	
% Complete	100%	
Scheduled Completion	12/10/2021	
Project Name:	20-2904 MS/BAXTER WILSON/BUMC	
Contract#		BURNS & MCDONNELL
Owner	ENTERGY LOUISIANA	
Owner POC		
Owner POC Phone		
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 214,980.14	
% Complete	100%	
Scheduled Completion	1/31/2022	
Project Name:	20-2903 LA/PERRYVILLE/BUMC	
Contract#		BURNS & MCDONNELL
Owner	ENTERGY LOUISIANA	
Owner POC		
Owner POC Phone		
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 1,815,622.00	
% Complete	100%	
Scheduled Completion	1/31/2022	

Project Name: 20-2256 OK/HONOR HEIGHTS/OGE

Contract# 4500982663

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager: JOEY DOLD

Contract Value \$ 155,205.00

% Complete 100%

Scheduled Completion

OG&E

PO BOX 24990

OKLAHOMA CITY

OK 73124-0990

Project Name: 20-2253 OK/BADGER/OGE

Contract# 4500968521

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager: PAUL ZIMMERMAN

Contract Value \$ 573,980.00

% Complete 100%

Scheduled Completion 9/4/2020

OG&E

PO BOX 24990

OKLAHOMA CITY

OK 73124-0990

Project Name: 20-2252 OK/MATHEWSON/OGE

Contract# 4500966114

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager: PAUL ZIMMERMAN

Contract Value \$ 406,542.00

% Complete 100%

Scheduled Completion 7/17/2020

OG&E

PO BOX 24990

OKLAHOMA CITY

OK 73124-0990

Project Name: 20-2251 OK/PINTAIL/OGE

Contract# 4500966113

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager: PAUL ZIMMERMAN

Contract Value \$ 2,446,321.00

% Complete 100%

Scheduled Completion 7/19/2020

OG&E

PO BOX 24990

OKLAHOMA CITY

OK 73124-0990

Project Name: 20-2080 DARDANELLE/REHAB EXCIT/ALLE

Contract#

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager: JAMIE ZIMMERMAN

Contract Value \$ 1,025,191.00

% Complete 100%

Scheduled Completion 6/1/2021

ALL ENERGY SOLUTIONS

1301 WESTPARK DRIVE

LITTLE ROCK

AR 72204

Project Name:	20-2079 AL/JONES BLUFF SWITCHGEAR/USAC	
Contract#	W91278-20-C-0006	USACE, MOBILE DISTRICT
Owner	JOAN RENSINK	109 ST. JOSEPH ST.
Owner POC		MOBILE
Owner POC Phone		AL 36628-0001
Architect:		
Project Manager:	STEPHEN ANDREWS	
Contract Value	\$ 988,889.00	
% Complete	100%	
Scheduled Completion	8/31/2020	
Project Name:	19-2503 JIM HILL/RELAY/SHER	
Contract#	14174358	SHERMCO INDUSTRIES
Owner		2425 EAST PIONEER DRIVE
Owner POC		IRVING
Owner POC Phone		TX 75061
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 168,861.00	
% Complete	100%	
Scheduled Completion		
Project Name:	19-2502 WEST HELENA/RELAY/PCS	
Contract#	2310-PO066-100CES	POWER AND CONTROL SYSTEMS
Owner		11224 BOARDWALK
Owner POC		BATON ROUGE
Owner POC Phone		LA 70816
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 179,992.00	
% Complete	100%	
Scheduled Completion		
Project Name:	19-2253 OK/MAPLE ROAD/OGE	
Contract#		OG&E
Owner	JIM PAGE	PO BOX 24990
Owner POC		OKLAHOMA CITY
Owner POC Phone		OK 73124-0990
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 600,190.00	
% Complete	100%	
Scheduled Completion	8/15/2019	
Project Name:	19-2252 OK/MOONSHINE SUBSTATION/OGE	
Contract#		OG&E
Owner	JIM PAGE	PO BOX 24990
Owner POC		OKLAHOMA CITY
Owner POC Phone		OK 73124-0990
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 699,900.00	
% Complete	100%	
Scheduled Completion	9/13/2019	

Project Name: 19-2251 OK/THREE RIVERS UNDERGRND/OGE
Contract#
Owner KEITH STOCKTON
Owner POC OG&E
Owner POC Phone PO BOX 24990
 Architect: OKLAHOMA CITY OK 73124-0990
Project Manager: PAUL ZIMMERMAN
Contract Value \$ 201,952.00
% Complete 100%
Scheduled Completion 3/29/2019

Project Name: 19-2204 TX/BRYAN GROUNDING & COND/AMPI
Contract# AMPIRICAL
Owner
Owner POC
Owner POC Phone
 Architect:
Project Manager: JEFF LUDWIG
Contract Value \$ 150,000.00
% Complete 100%
Scheduled Completion

Project Name: 19-2203 TX/BRYAN GROUNDING & COND/THOM
Contract# THOMPSON CONSTRUCTION SRVC LLC
Owner HEATH THOMPSON
Owner POC
Owner POC Phone
 Architect:
Project Manager: JEFF LUDWIG
Contract Value \$ 150,000.00
% Complete 100%
Scheduled Completion

Project Name: 19-2202 TX/BRYAN 138/69KV REPLACE/AMPI
Contract# 18061-02 AMPIRICAL
Owner ED TAFELSKI, SR PROGRAM MANAGER
Owner POC
Owner POC Phone
 Architect:
Project Manager: JEFF LUDWIG
Contract Value \$ 1,817,014.04
% Complete 100%
Scheduled Completion 5/4/2020

Project Name: 19-2077 JONESBORO/PLUM POINT/GATE
Contract# EP26576
Owner JOHN WALESZONIA
Owner POC GATEWAY ENGINEERING, INC.
Owner POC Phone 1618 BROWNS LANE ACCE
 Architect: JONESBORO AR 72401
Project Manager: STEPHEN ANDREWS
Contract Value \$ 253,877.00
% Complete 100%
Scheduled Completion 4/18/2020

Project Name:	19-2076 WI/HOAN BRIDGE/PHIL	
Contract#		SIGNIFY NORTH AMERICA CORPORAT
Owner		10275 WEST HIGGINS ROAD
Owner POC		ROSEMONT IL 60018
Owner POC Phone		
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 1,602,528.00	
% Complete	100%	
Scheduled Completion	4/30/2020	
Project Name:	19-2075 TX/RD WILLIS MAIN GENE/USACEFW	
Contract#	W9127S-19-P-0107	US ARMY CORPS OF ENGINEERS FT W
Owner	CHRIS NELSON, COR	819 TAYLOR STREET
Owner POC		FT WORTH TX 76102-0300
Owner POC Phone		
Architect:		
Project Manager:	JAMIE ZIMMERMAN	
Contract Value	\$ 586,223.00	
% Complete	100%	
Scheduled Completion	4/30/2020	
Project Name:	19-2074 CONWAY/LANDFILL SOLAR FA/BROWN	
Contract#	#CC-006	BROWN ENGINEERS
Owner	CONWAY CORPORATION	17200 CHENAL PARKWAY
Owner POC		LITTLE ROCK AR 72223
Owner POC Phone		
Architect:		
Project Manager:	STEPHEN ANDREWS	
Contract Value	\$ 1,894,498.00	
% Complete	100%	
Scheduled Completion	11/10/2019	
Project Name:	19-2072 MI/SSM GOVERNOR UPGRADE/VOITH	
Contract#	6120 / 4501620040 / DKA	VOITH DIGITAL SOLUTIONS, INC.
Owner	USACE	760 EAST BERLIN ROAD
Owner POC		YORK PA 17405
Owner POC Phone		
Architect:		
Project Manager:	JAMIE ZIMMERMAN	
Contract Value	\$ 108,787.00	
% Complete	100%	
Scheduled Completion	5/17/2019	
Project Name:	19-2071 TN/BRIDGE MAINTENANCE/PHIL	
Contract#	C4CS	SIGNIFY NORTH AMERICA CORPORAT
Owner	PHILLIPS LIGHTING NA	10275 WEST HIGGINS ROAD
Owner POC		ROSEMONT IL 60018
Owner POC Phone		
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 108,249.00	
% Complete	100%	
Scheduled Completion	2/15/2019	

Project Name:	19-1000 LR/CAW OZARK PHASE II/MAXF	
Contract#	315-16000	MAX FOOTE CONSTRUCTION
Owner	CENTRAL ARKANSAS WATER	P.O. BOX 1208
Owner POC		MANDEVILLE LA 70470-1208
Owner POC Phone		
Architect:		
Project Manager:	JAMES GAMMILL	
Contract Value	\$ 6,064,037.00	
% Complete	100%	
Scheduled Completion	12/31/2021	
Project Name:	18-2517 MS MCADAMS/RELAY/SHERM	
Contract#	14165319	SHERMCO INDUSTRIES
Owner	ENTERGY OF ARKANSAS	2425 EAST PIONEER DRIVE
Owner POC		IRVING TX 75061
Owner POC Phone		
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 415,742.00	
% Complete	100%	
Scheduled Completion		
Project Name:	18-2501 KANIS/RELAY/PCS	
Contract#		POWER AND CONTROL SYSTEMS
Owner	ENTERGY OF ARKANSAS	11224 BOARDWALK
Owner POC		BATON ROUGE LA 70816
Owner POC Phone		
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 188,336.00	
% Complete	100%	
Scheduled Completion		
Project Name:	18-2201 LA/NOPS 115KV INTERCONNCT/AMPI	
Contract#	10551051	AMPIRICAL
Owner	ENTERGY LA	
Owner POC		
Owner POC Phone		
Architect:		
Project Manager:	JEFF LUDWIG	
Contract Value	\$ 425,405.33	
% Complete	100%	
Scheduled Completion		
Project Name:	18-2200 LA/JEFFERSON PARISH SUB/AMPI	
Contract#		AMPIRICAL
Owner	Barry Slater	
Owner POC		
Owner POC Phone		
Architect:		
Project Manager:	JEFF LUDWIG	
Contract Value	\$ 4,658,497.93	
% Complete	100%	
Scheduled Completion	3/31/2020	

Project Name:	18-2142 VA/JH KERR DIS BOARDS/USACEMOB		
Contract#	W9127-18-C-0029	USACE, MOBILE DISTRICT	
Owner	ATTN: NICK WILSON	109 ST. JOSEPH ST.	
Owner POC		MOBILE	AL 36628-0001
Owner POC Phone			
Architect:			
Project Manager:	STEPHEN ANDREWS		
Contract Value	\$ 2,326,651.00		
% Complete	100%		
Scheduled Completion			

Project Name:	18-2070 MTN HOME/NRFLK PWRHS MCC/COELR		
Contract#	W9127S-19-C-0002	CORP OF ENGINEERS LITTLE ROCK	
Owner	USACE - LITTLE ROCK		
Owner POC			
Owner POC Phone			
Architect:			
Project Manager:	JEFF LUDWIG		
Contract Value	\$ 1,510,204.00		
% Complete	100%		
Scheduled Completion	11/6/2019		

Project Name:	18-2069 NE/GAVINS POINT DISC SW/COEOM		
Contract#	W9128F-18-C-0032	USACE, OMAHA DISTRICT	
Owner	ATTN: CENWO-CT-C: DANIEL D. MONAHAN	PO BOX 710	
Owner POC		YANKTON	SD 57078-0710
Owner POC Phone			
Architect:			
Project Manager:	JAMES GAMMILL		
Contract Value	\$ 856,658.00		
% Complete	100%		
Scheduled Completion	3/1/2019		

Project Name:	18-2068 SD/OA SWITCHGEARS/COEOM		
Contract#	W9128F-18-P-0112	USACE, OMAHA DISTRICT	
Owner	ATTN: KRIS CLEVELAND	PO BOX 710	
Owner POC		YANKTON	SD 57078-0710
Owner POC Phone			
Architect:			
Project Manager:	STEPHEN ANDREWS		
Contract Value	\$ 2,821,199.81		
% Complete	100%		
Scheduled Completion	11/30/2019		

Project Name:	18-2066 BULL SHOALS/UNITS 5-8/COE LR		
Contract#	W9127S-18-C-0005	CORP OF ENGINEERS LITTLE ROCK	
Owner	MITCHEL T EGGBURN		
Owner POC			
Owner POC Phone			
Architect:			
Project Manager:	JEFF LUDWIG		
Contract Value	\$ 2,008,480.00		
% Complete	100%		
Scheduled Completion	1/31/2019		

Project Name:	18-2062 WA/ICE HARB TRNSFMR REPL/COEWA	
Contract#	W912EF-18-C-0020	USAED, WALLA WALLA DIV
Owner	JANI LONG, CO	201 N THIRD AVENUE
Owner POC		WALLA WALLA WA 99362-1876
Owner POC Phone		
Architect:		
Project Manager:	JAMIE ZIMMERMAN	
Contract Value	\$ 2,889,277.00	
% Complete	100%	
Scheduled Completion	8/31/2019	
Project Name:	18-2061 WA/ICE HARBOR SURGE ARRE/COEWA	
Contract#	W912EF-18-C-0018	USAED, WALLA WALLA DIV
Owner	JANI LONG, CO	201 N THIRD AVENUE
Owner POC		WALLA WALLA WA 99362-1876
Owner POC Phone		
Architect:		
Project Manager:	JAMIE ZIMMERMAN	
Contract Value	\$ 1,762,824.63	
% Complete	100%	
Scheduled Completion	8/31/2019	
Project Name:	18-2060 MO/TR AC BATRY SYS UPGRD/COELR	
Contract#	W9127S-18-C-0001	CORP OF ENGINEERS LITTLE ROCK
Owner	JONATHAN SAWRIE, CO	
Owner POC		
Owner POC Phone		
Architect:		
Project Manager:	STEPHEN ANDREWS	
Contract Value	\$ 1,524,475.00	
% Complete	100%	
Scheduled Completion	11/30/2018	
Project Name:	18-1253 AR/HERNANDO DES PANEL FAB/PHIL	
Contract#		SIGNIFY NORTH AMERICA CORPORAT
Owner	CITY OF MEMPHIS	10275 WEST HIGGINS ROAD
Owner POC		ROSEMONT IL 60018
Owner POC Phone		
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 362,415.00	
% Complete	100%	
Scheduled Completion		
Project Name:	17-2506 CORNING-DATTO/RELAY/NASS	
Contract#		NORTH AMERICAN SUBSTATION SERV
Owner		190 N WESTMONTE DR
Owner POC		ALTAMONTE SPRINGS FL 32716
Owner POC Phone		
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 315,378.00	
% Complete	100%	
Scheduled Completion	7/15/2018	

Project Name:	17-2059 GA/HYDRODIGITAL GOVERNORS/AMGO	
Contract#		AMERICAN GOVERNOR
Owner	USACE - MOBILE DISTRICT	27 RICHARD ROAD
Owner POC		IVYLAND PA 18974
Owner POC Phone		
Architect:		
Project Manager:	JAMIE ZIMMERMAN	
Contract Value	\$ 405,818.00	
% Complete	100%	
Scheduled Completion	7/1/2018	
Project Name:	17-2057 OK/PONCA/OMPA	
Contract#		OKLAHOMA MUNICIPAL POWER AUTH
Owner	OMPA	2701 WEST I-35 FRONTAGE
Owner POC		EDMOND OK 73013
Owner POC Phone		
Architect:		
Project Manager:	JAMES GAMMILL	
Contract Value	\$ 1,947,348.70	
% Complete	100%	
Scheduled Completion	5/1/2018	
Project Name:	17-2055 OZARK/AC UPGRADE/COE LR	
Contract#	W9127S-17-C-0007	CORP OF ENGINEERS LITTLE ROCK
Owner	DAVID GLORIT	
Owner POC		
Owner POC Phone		
Architect:		
Project Manager:	STEPHEN ANDREWS	
Contract Value	\$ 927,228.97	
% Complete	100%	
Scheduled Completion	3/31/2018	
Project Name:	17-2054 OR/GREEN SPRINGS STATIC/USBRPN	
Contract#	R17PC00102	BOR, PACIFIC NORTHWEST
Owner	Misty Gates	3701 RIVER ROAD
Owner POC		YAKIMA WA 98902-7306
Owner POC Phone		
Architect:		
Project Manager:	JAMIE ZIMMERMAN	
Contract Value	\$ 1,232,591.00	
% Complete	100%	
Scheduled Completion	11/21/2018	
Project Name:	17-2051 OK/CIMARRON SUBSTATION/OGE	
Contract#	4500871364	OG&E
Owner	OGE	PO BOX 24990
Owner POC		OKLAHOMA CITY OK 73124-0990
Owner POC Phone		
Architect:		
Project Manager:	JOEY DOLD	
Contract Value	\$ 226,622.00	
% Complete	100%	
Scheduled Completion	10/30/2017	

Project Name:	17-1252 LITTLE ROCK/JACK H WILSON/CROW		
Contract#		CROW GROUP INC	
Owner	BRIAN ROHLMAN	210 N. MOOSE ST.	
Owner POC		MORRILTON	AR 72110
Owner POC Phone			
Architect:			
Project Manager:	JAMES GAMMILL		
Contract Value	\$ 1,252,000.55		
% Complete	100%		
Scheduled Completion	1/1/2019		
Project Name:	17-1251 TN/MEMPHIS DESOTO BRIDGE/PHIL		
Contract#		SIGNIFY NORTH AMERICA CORPORAT	
Owner	CITY OF MEMPHIS	10275 WEST HIGGINS ROAD	
Owner POC		ROSEMONT	IL 60018
Owner POC Phone			
Architect:			
Project Manager:	PAUL ZIMMERMAN		
Contract Value	\$ 2,946,410.53		
% Complete	100%		
Scheduled Completion	8/31/2018		
Project Name:	16-2507 LA/COLY SUBSTATION/MEPP		
Contract#		MITSUBISHI ELECTRIC POWER PRODU	
Owner	ENTERGY OF LOUISIANA	547 KEYSTONE DR	
Owner POC		WARRENDALE	PA 15086
Owner POC Phone			
Architect:			
Project Manager:	JEFF LUDWIG		
Contract Value	\$ 526,894.40		
% Complete	100%		
Scheduled Completion	5/1/2017		
Project Name:	16-2050 PINE BLUFF/SOLAR/PRFRSC		
Contract#	U16-1995-23	PERFORMANCE SERVICES INC	
Owner	BOARD OF TRUSTEES	4670 HAVEN POINT BLVD	
Owner POC		INDIANAPOLIS	IN 46280
Owner POC Phone			
Architect:			
Project Manager:	STEPHEN ANDREWS		
Contract Value	\$ 323,895.65		
% Complete	100%		
Scheduled Completion	8/1/2017		
Project Name:	16-2029 WA/CHIEF JOSEPH POWERHSE/COESE		
Contract#	W912DW-17-C-0003	USACE, SEATTLE DISTRICT	
Owner	CAROLINE MUELLER	4735 MARGINAL WAY SOUTH	
Owner POC		SEATTLE	WA 98134
Owner POC Phone			
Architect:			
Project Manager:	JEFF LUDWIG		
Contract Value	\$ 5,567,919.00		
% Complete	100%		
Scheduled Completion	6/1/2018		

Project Name:	16-2028 OR/JOHN DAY DISCONNECT/COEPO	
Contract#	W9127N-17-C-0006	USACE, PORTLAND DISTRICT
Owner	USACE - PORTLAND DISTRICT	333 SW 1ST AVE
Owner POC		PORTLAND OR 97204
Owner POC Phone		
Architect:		
Project Manager:	JAMES GAMMILL	
Contract Value	\$ 4,352,675.00	
% Complete	100%	
Scheduled Completion	3/1/2019	
Project Name:	16-2027 TX/BRAZOS & COLORADO/COEG	
Contract#	W9126G-17-C-0015	CORPS OF ENGINEERS GALVESTON
Owner	USACE	U.S. ARMY CORPS OF ENGI
Owner POC		GALVESTON TX 77553
Owner POC Phone		
Architect:		
Project Manager:	JAMES GAMMILL	
Contract Value	\$ 1,110,540.81	
% Complete	100%	
Scheduled Completion	10/31/2017	
Project Name:	16-2021 MI/GATE AUTOMATION/COED	
Contract#	W911XK-16-C-0023	USACE DETROIT DISTRICT
Owner	USACE DETROIT DISTRICT	477 MICHIGAN AVE, 4TH FL
Owner POC		DETROIT MI 48226
Owner POC Phone		
Architect:		
Project Manager:	STEPHEN ANDREWS	
Contract Value	\$ 8,428,094.00	
% Complete	100%	
Scheduled Completion	12/18/2017	
Project Name:	16-2020 MI/POE NAVIGATION LOCK/COED	
Contract#	W911XK-16-C-0017	USACE DETROIT DISTRICT
Owner	USACE DETROIT DISTRICT	477 MICHIGAN AVE, 4TH FL
Owner POC		DETROIT MI 48226
Owner POC Phone		
Architect:		
Project Manager:	STEPHEN ANDREWS	
Contract Value	\$ 4,847,597.81	
% Complete	100%	
Scheduled Completion	11/1/2017	
Project Name:	16-2019 GA/WEST POINT MAIN UN/USACEMOB	
Contract#	W91278-16-C-0018	USACE, MOBILE DISTRICT
Owner	CORPS OF ENGINEERS, MOBILE DISTRICT	109 ST. JOSEPH ST.
Owner POC		MOBILE AL 36628-0001
Owner POC Phone		
Architect:		
Project Manager:	JAMIE ZIMMERMAN	
Contract Value	\$ 4,641,945.00	
% Complete	100%	
Scheduled Completion	5/25/2018	

Project Name:	16-1177 LR/RIVER RAIL/CATA		
Contract#	116022	ROCK REGION METRO	
Owner		901 MAPLE ST.	
Owner POC		N. LITTLE ROCK	AR 72114
Owner POC Phone			
Architect:			
Project Manager:	JEFF LUDWIG		
Contract Value	\$ 118,910.00		
% Complete	100%		
Scheduled Completion			

Project Name:	15-4994 FT SMITH/UPGRADE PHASE 1/GERD		
Contract#	161309	GERDAU FORT SMITH STEEL MILL	
Owner	GERDAU FORT SMITH STEEL MILL	5225 PLANTERS ROAD	
Owner POC		FORT SMITH	AR 72916
Owner POC Phone			
Architect:			
Project Manager:	JEFF LUDWIG		
Contract Value	\$ 202,170.00		
% Complete	100%		
Scheduled Completion	5/20/2016		

Project Name:	15-1245 DEV BLUFF/GRAND PRARIE/SOCO		
Contract#	W912EQ-15-C-0009	SOUTHERN CONTRACTORS	
Owner	USACE	777 ALLOW DRIVE	
Owner POC		NEWBERN	TN 38059
Owner POC Phone			
Architect:			
Project Manager:	STEPHEN ANDREWS		
Contract Value	\$ 1,041,032.00		
% Complete	100%		
Scheduled Completion	8/24/2018		

Project Name:	14-2014 TX/BELTON LAKE SCADA INST/TTGU		
Contract#		TTG UTILITIES	
Owner	USACE	231 MEMORIAL DRIVE	
Owner POC		GATESVILLE	TX 76528
Owner POC Phone			
Architect:			
Project Manager:	JEFF LUDWIG		
Contract Value	\$ 143,380.00		
% Complete	100%		
Scheduled Completion	5/1/2015		

Project Name:	14-1242 CALION/OUACHITA RVR BRDGE/YATE		
Contract#	3552-/67550	YATES CONSTRUCTION	
Owner	ARKANSAS HIGHWAY & TRANSPORTATION DEPT	5050 POPLAR AVENUE, SUT	
Owner POC		MEMPHIS	TN 38157
Owner POC Phone			
Architect:			
Project Manager:	JAMES GAMMILL		
Contract Value	\$ 130,251.04		
% Complete	100%		
Scheduled Completion	8/30/2018		

Project Name: 14-1241 LR/BROADWAY BRIDGE/MASS

Contract# 061275

Owner AHTD

Owner POC

Owner POC Phone

Architect:

Project Manager: RICHARD DOLD

Contract Value \$ 2,553,592.01

% Complete 100%

Scheduled Completion 12/31/2016

MASSMAN CONSTRUCTION

4400 West 109th Street

Overland Park

KS 66211

RESOLUTION NO. _____

**A RESOLUTION AWARDDING BID IFB 22-72 TO KOOTZ ELECTRIC COMPANY, INC.,
FOR THE EXPANSION OF BENTONVILLE ELECTRIC UTILITY “I” SUBSTATION;
APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF ONE MILLION
SEVENTY THOUSAND EIGHT HUNDRED DOLLARS AND SEVENTY-ONE CENTS
(\$1,070,800.71) FROM ELECTRIC DEPARTMENT RESERVES TO ACCOUNT #503010-
47210, PLANTS AND BUILDINGS; AND FOR OTHER PURPOSES.**

WHEREAS, Koontz Electric Company, Inc. is the lowest qualified bidder for bid IFB-22-72;

WHEREAS, this contract covers the expansion of Bentonville Electric Utility “I” Substation;
and

WHEREAS, this contract will require a budget adjustment in the amount of one million seventy thousand eight hundred dollars and seventy-one cents (\$1,070,800.71) from Electric Department Reserves to account #503010-47210, Plants and Buildings.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Koontz Electric Company, Inc. is for the expansion of Bentonville Electric Utility “I” Substation;

Section 2: The 2022 Budget should be and the same is hereby amended to transfer one million seventy thousand eight hundred dollars and seventy-one cents (\$1,070,800.71) from Electric Department Reserves to account #503010-47210, Plants and Buildings;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	8/9/2022
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):					
Ordinance to enter into an agreement with Stribling Equipment and waive the requirements for competitive bidding to purchase currently leases backhoes and an associated budget adjustment for \$690,349.75. Breakdown by department per attached memo. Approved by Utility Board 5-0.					

Estimated Cost	\$690,349.75
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Paid for from Utility Reserves.	





Budget Adjustment Request

Date of City Council Meeting	8/9/2022
Department	Electric/Water/Sewer
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Purpose of Budget Adjustment (Enter purpose in space below):
Purchase backhoes for various departments from Stribling Equipment.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010 - Electric	47410	Machinery and Equipment		\$ 252,373.54
503020 - Water	47410	Machinery and Equipment		\$ 218,988.12
503040 - Sewer Rehab	47410	Machinery and Equipment		\$ 218,988.09
503010 - Electric	44520	Equipment Rental	\$ 43,096.00	
503020 - Water	44520	Equipment Rental	\$ 16,500.00	
503040 - Sewer Rehab	44520	Equipment Rental	\$ 16,500.00	
		Totals	\$ 76,096.00	\$ 690,349.75
		Net Impact on Fund Balance	\$ (614,253.75)	

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



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PLEASE RECYCLE





MEMORANDUM

PURCHASING DEPARTMENT

FROM: Gladys Shoemake, Purchasing Manager

DATE: July 28, 2022

RE: Purchase of Currently Leased Backhoes vs. Awarding a Bid for a New Backhoe Lease

On May 9, 2022 the Purchasing Department opened Bids for IFB-22-53, for a new equipment lease including the following pieces of equipment for the Water, Sewer Rehab, and Electric Departments:

- **Water:** 3 Backhoes
- **Sewer Rehab:** 3 Backhoes
- **Electric:** 3 Backhoes, 1 Mini Excavator, 1 Skid Steer

Bids were solicited due to the current lease, which was awarded in 2019, expiring in August (mini-excavators) and September (backhoes) of this year.

Years ago, the Water and Electric Departments recognized that due to cost of ownership vs. lease costs, it was more cost effective for the City to lease these pieces of equipment. The annual cost of the leases for all three Departments in 2019 was ~\$123,468.00, which included six backhoes for Water/Sewer-Rehab Departments, and three backhoes and two mini-excavators for the Electric Department.

The low-bid submitted in May of this year had the following annual costs for each Department:

- **Water (3 Backhoes):** \$109,957.32
- **Sewer Rehab (3 Backhoes):** \$109,957.32
- **Electric (3 Backhoes, 1 Mini Excavator, 1 Skid Steer):** \$174,861.12

Leading up to soliciting bids for new leased equipment, and after bids were opened for the new equipment, multiple vendors communicated that manufacturers were moving away from leases; we believe this, along with the frequent and costly price increases we've seen this year across all industries, is likely a contributing factor for the large increase in the leasing costs.

Stribling Equipment (John Deere) approached the City about the option to purchase the equipment the City currently leases. The costs to purchase the City's current equipment are as follows:

**Note that the Electric Department has decided to return one of the mini-excavators currently leased due to it not being in use as much as originally anticipated, and chose not to pursue leasing the skid steer (that was part of this year's bid).*

[Costs included on the following page]

Evaluation of Purchase Costs for Utility Department Leased Equipment

<u>Unit #</u>	<u>Year</u>	<u>Notes</u>	<u>Description</u>	<u>SN</u>	<u>Dept.</u>	<u>Last 5 of SN</u>	<u>JD Purchase Quote (includes property tax)</u>	<u>Warranty Cost (60m/5,000 hour PTH)</u>	<u>Total Cost (Unit + Warranty)</u>
3040-25	2019		John Deere 310SL HL Backhoe	1T0310HLPKF361590	Sewer Rehab	61590	\$ 70,388.84	\$ 2,607.19	\$ 72,996.03
3040-26	2019		John Deere 310SL HL Backhoe	1T0310HLCKF361814	Sewer Rehab	61814	\$ 70,388.84	\$ 2,607.19	\$ 72,996.03
3040-27	2019		John Deere 310SL HL Backhoe	1T0310HLPKF361945	Sewer Rehab	61945	\$ 70,388.84	\$ 2,607.19	\$ 72,996.03
3020-35	2019		John Deere 310SL HL Backhoe	1T0310HLPKF361184	Water	61184	\$ 70,388.85	\$ 2,607.19	\$ 72,996.04
3020-36	2019		John Deere 310SL HL Backhoe	1T0310HLVKF361188	Water	61188	\$ 70,388.85	\$ 2,607.19	\$ 72,996.04
3020-37	2019		John Deere 310SL HL Backhoe	1T0310HLLKF361310	Water	61310	\$ 70,388.85	\$ 2,607.19	\$ 72,996.04
3010-84	2019	W/Thumb	John Deere HL Loader Backhoe (w/thumb)	1T0310HLAKF361922	Electric	61922	\$ 76,759.83	\$ 2,607.19	\$ 79,367.02
3010-85	2019		John Deere HL Loader Backhoe	1T0310HLTKF360342	Electric	60342	\$ 70,387.66	\$ 2,607.19	\$ 72,994.85
3010-86	2019		John Deere HL Loader Backhoe	1T0310HL JFK361060	Electric	61060	\$ 70,387.66	\$ 2,607.19	\$ 72,994.85
3010-87	2019	17G (Mini-X)	John Deere Mini Excavator	1FF017GCPKK228785	Electric	28785	N/A (Returning)		\$ -
3010-88	2019	35G (Midi-X)	John Deere Mini Excavator	1FF035GXTKK286683	Electric	86683	\$ 26,355.32	\$ 661.50	\$ 27,016.82
							Total (W/O Warranty):	\$ 666,223.54	
							Total (w/ Warranty):	\$ 690,349.75	

Sewer Rehab:

<u>Unit #</u>	<u>Year</u>	<u>Notes</u>	<u>Description</u>	<u>SN</u>	<u>Dept.</u>	<u>Last 5 of SN</u>	<u>JD Purchase Quote (includes property tax)</u>	<u>Warranty Cost (60m/5,000 hour PTH)</u>	<u>Total Cost (Unit + Warranty)</u>
3040-25	2019		John Deere 310SL HL Backhoe	1T0310HLPKF361590	Sewer Rehab	61590	\$ 70,388.84	\$ 2,607.19	\$ 72,996.03
3040-26	2019		John Deere 310SL HL Backhoe	1T0310HLCKF361814	Sewer Rehab	61814	\$ 70,388.84	\$ 2,607.19	\$ 72,996.03
3040-27	2019		John Deere 310SL HL Backhoe	1T0310HLPKF361945	Sewer Rehab	61945	\$ 70,388.84	\$ 2,607.19	\$ 72,996.03
							Total (Sewer Rehab) w/o Warranty	\$ 211,166.52	
							Total (Sewer Rehab) W/ Warranty	\$ 218,988.09	

Water:

<u>Unit #</u>	<u>Year</u>	<u>Notes</u>	<u>Description</u>	<u>SN</u>	<u>Dept.</u>	<u>Last 5 of SN</u>	<u>JD Purchase Quote (includes property tax)</u>	<u>Warranty Cost (60m/5,000 hour PTH)</u>	<u>Total Cost (Unit + Warranty)</u>
3020-35	2019		John Deere 310SL HL Backhoe	1T0310HLPKF361184	Water	61184	\$ 70,388.85	\$ 2,607.19	\$ 72,996.04
3020-36	2019		John Deere 310SL HL Backhoe	1T0310HLVKF361188	Water	61188	\$ 70,388.85	\$ 2,607.19	\$ 72,996.04
3020-37	2019		John Deere 310SL HL Backhoe	1T0310HLLKF361310	Water	61310	\$ 70,388.85	\$ 2,607.19	\$ 72,996.04
							Total (Water) w/o Warranty	\$ 211,166.55	
							Total (Water) W/ Warranty	\$ 218,988.12	

Electric:

<u>Unit #</u>	<u>Year</u>	<u>Notes</u>	<u>Description</u>	<u>SN</u>	<u>Dept.</u>	<u>Last 5 of SN</u>	<u>JD Purchase Quote (includes property tax)</u>	<u>Warranty Cost (60m/5,000 hour PTH)</u>	<u>Total Cost (Unit + Warranty)</u>
3010-84	2019	W/Thumb	John Deere HL Loader Backhoe (w/thumb)	1T0310HLAKF361922	Electric	61922	\$ 76,759.83	\$ 2,607.19	\$ 79,367.02
3010-85	2019		John Deere HL Loader Backhoe	1T0310HLTKF360342	Electric	60342	\$ 70,387.66	\$ 2,607.19	\$ 72,994.85
3010-86	2019		John Deere HL Loader Backhoe	1T0310HL JFK361060	Electric	61060	\$ 70,387.66	\$ 2,607.19	\$ 72,994.85
3010-87	2019	17G (Mini-X)	John Deere Mini Excavator	1FF017GCPKK228785	Electric	28785	\$ -		\$ -
3010-88	2019	35G (Midi-X)	John Deere Mini Excavator	1FF035GXTKK286683	Electric	86683	\$ 26,355.32	\$ 661.50	\$ 27,016.82
							Total (Electric) w/o Warranty	\$ 243,890.47	
							Total (Electric) W/ Warranty	\$ 252,373.54	

The Departments have also taken the life expectancy of the current equipment into consideration in this decision, estimating at least another 5-7 more years of service; the units have been well maintained have low hours.

The cost to purchase new equipment (not currently leased) is estimated as follows, based on current market conditions:

Backhoes: \$134,490.00 per unit

Backhoe with Hydraulic Thumb (used by the Electric Department): \$145,415.00 per unit

Upon review of the costs associated with awarding a new lease, the cost of purchasing new equipment at current market prices, and the cost to purchase the equipment currently leased, it was clear that purchasing the equipment currently leased was more advantageous to the City at this time.

The Bid Tabulations from the 2019 Bid Award and the 2022 Bid Solicitation have been attached for reference.

Please contact me with any questions.

Thank you,

Gladys Shoemake

(479) 271-3115

gshoemake@bentonvillear.com

**CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT****FORMAL SEALED BID TABULATION**

Date of Bid Opening:	5/9/22	Time of Bid Opening:	1:30 PM	Solicitation ID Number:	IFB-22-53
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Solicitation Title: Twenty-four (24) Month Lease of Nine (9) 2022 Backhoes, One (1) 2022 Mini-Excavator, and One (1) 2022 Skid-Steer with Front-Mounted Mulcher, manufacturers and models as specified, or equivalent where applicable

Bidders:			Riggs CAT			Stribling Equipment		
Line Item	Quantity	Description	Per Month/PER UNIT Lease Price (A)	Sales/Use Tax (Per Month/Per Unit) 9.5% (B)	Total Per Month/Per Unit Lease Price (A+B)	Per Month/PER UNIT Lease Price (A)	Sales/Use Tax (Per Month/Per Unit) 9.5% (B)	Total Per Month/Per Unit Lease Price (A+B)
	(Unit of Measure = EA)							
1	6	2022 Backhoes, As Specified, with 24" (twenty-four inch) buckets.	No bid	No bid	No bid	\$2,789.38	\$264.99	\$3,054.37
2	2	2022 Backhoes, As Specified, with 12" (twelve inch) buckets.	No bid	No bid	No bid	\$2,786.20	\$264.69	\$3,050.89
3	1	2022 Backhoe, As Specified, with 18" (eighteen inch) bucket with thumb.	No bid	No bid	No bid	\$3,023.89	\$287.27	\$3,311.16
4	1	2022 Mini-Excavator, As Specified.	No bid	No bid	No bid	\$1,214.58	\$115.39	\$1,329.97
5	1	2022 Skid-Steer with Front-Mounted Mulcher, As Specified.	No bid	No bid	No bid	\$3,496.67	\$332.18	\$3,828.85
TOTAL LEASE PRICE PER MONTH FOR ALL UNITS			No bid			\$32,897.98		
purchasing@bentonvillear.com - (479) 271-3115								



BID TABULATION WITH COMPARISON OF SPECIFICATIONS: IFB-19-29 2019

Bid Opening Date: April 22, 2019 at 2:00 P.M.

	Stribling Equipment - 1	Stribling Equipment -2	Riggs CAT
Delivery Date	07/01/2019	7/1/2019	
Backhoe make and model specified by the City	Caterpillar 430F2 John Deere 310SL HL Case 590N	Caterpillar 430F2 John Deere 310SL HL Case 590N	Caterpillar 430F2 John Deere 310SL HL Case 590N
Mini Excavator make and model specified by the City	Caterpillar 303E CR/301.7D CR John Deere 35s/17G Case CX37C/CX17C	Caterpillar 303E CR/301.7D CR John Deere 35s/17G Case CX37C/CX17C	Caterpillar 303E CR/301.7D CR John Deere 35s/17G Case CX37C/CX17C
Backhoe Manufacturer and Model Proposed	John Deere 310SL HL	John Deere 310SL HL	<i>The Riggs CAT Bid Submission was rejected due to non-conforming models of backhoes proposed.</i>
Mini Excavator Manufacturer and Model Proposed	John Deere 17G	John Deere 35G	
Compliance Specifications			
6 - 2019 Backhoes with 24" Buckets	Conforms	Conforms	
2 - 2019 Backhoes with 12" Buckets	Conforms	Conforms	
1 -2019 Backhoe with 18" Bucket with Thumb	Conforms	Conforms	
1 - 2019 Mini-Excavator	Cab Not Available for 17G	Conforms	
Notes for Backhoes			
Notes for Mini-Excavator	17G is not available with CAB		
Pricing per month/ per unit lease price			
6 - 2019 Backhoes with 24" Buckets	\$ 1,006.55	\$ 1,006.55	
2 - 2019 Backhoes with 12" Buckets	\$ 1,005.70	\$ 1,005.70	
1 -2019 Backhoe with 18" Bucket with Thumb	\$ 1,048.77	\$ 1,048.77	
1 - 2019 Mini-Excavator	\$ 397.29	\$ 792.22	
Pricing: 24-Month Lease Price Per Unit			
6 - 2019 Backhoes with 24" Buckets	\$ 24,157.72	\$ 24,157.72	
2 - 2019 Backhoes with 12" Buckets	\$ 24,136.80	\$ 24,136.80	
1 -2019 Backhoe with 18" Bucket with Thumb	\$ 25,170.48	\$ 25,170.48	
1 - 2019 Mini-Excavator	\$ 9,534.96	\$ 19,013.28	
TOTAL BID PRICING			
Subtotal	\$ 82,999.96	\$ 92,478.28	
Total Bid Price	\$ 227,925.36	\$ 237,403.68	

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH STRIBLING EQUIPMENT, FOR THE PURCHASE OF CURRENTLY LEASED BACKHOES, IN THE ESTIMATED COST OF SIX HUNDRED NINETY THOUSAND THREE HUNDRED FORTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$690,349.75); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AUTHORIZING A BUDGET ADJUSTMENT FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires backhoes in order to complete critical work within several departments;

WHEREAS, due to current supply chain issues and increased retail pricing, the most advantageous method to acquire backhoes is to purchase the backhoes currently under lease from Stribling Equipment;

WHEREAS, due to supply shortages, the agreement of this vendor for the City to purchase backhoes currently under lease, which allows for immediate availability at a reduced cost, soliciting bids is not feasible; and

WHEREAS, a budget adjustment should be authorized to allocate funds for this purchase.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Stribling Equipment, for the purchase of currently leased backhoes, in the estimated cost of six hundred ninety thousand three hundred forty-nine dollars and seventy-five cents (\$690,349.75);

Section 2: Because of supply shortages, industry price increases and the agreement of this vendor for the City to purchase currently leased backhoes at a reasonable price, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

Section 3: The 2022 Budget should be and the same is hereby amended as follows:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010 - Electric	47410	Machinery and Equipment		\$ 252,373.54
503020 - Water	47410	Machinery and Equipment		\$ 218,988.12
503040 - Sewer Rehab	47410	Machinery and Equipment		\$ 218,988.09
503010 - Electric	44520	Equipment Rental	\$ 43,096.00	
503020 - Water	44520	Equipment Rental	\$ 16,500.00	
503040 - Sewer Rehab	44520	Equipment Rental	\$ 16,500.00	
Totals			\$ 76,096.00	\$ 690,349.75
Net Impact on Fund Balance			\$	(614,253.75)

Section 4 - 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 5 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this ____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	8/9/2022
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 allowing the Mayor and City Clerk to enter into an amendment to the PD's Tyler Technology New World contract to add a Data & Insights-Public Safety Analytics software package. This Data & Insights-Public Safety Analytics software package provides insight on crime trends and patterns, provides visual, map-based imagery of problem areas, help improve operations to prevent crime, and allows for citizen transparency and interactive information accessible to citizens via a link on the City of Bentonville's webpage. A one time set up fee and yearly cost will be budgeted. Current 2022 budget has money to fund initial request. Attachment-amendment to contract.

Estimated Cost	\$24,750.00
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Is this Item Budgeted?	☒ Yes ☐ No
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If no, please explain how item will be funded (briefly explain in space below) :



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AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Bentonville with offices at 908 SE 14th St., Bentonville, AR 72712-6719 ("Client").

WHEREAS Tyler and the Client are parties to a License Agreement with an effective date of December 10, 2008 (the "Agreement"); and

WHEREAS Tyler and Client now desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The SaaS items set forth in the Investment Summary attached as Exhibit 1 to this Amendment (the "Amendment investment Summary") are hereby added to the Agreement as of the Amendment Effective Date; provided, however, the SaaS Term for such items added hereby shall commence on November 1, 2022, for one (1) year and shall automatically renew for additional one (1) year Terms unless terminated in writing by either party according to the Data & Insights-Public Safety Analytics Terms and Conditions. Payment of fees and costs for such items shall conform to the following terms:
 - a. To align with the Maintenance and Support Term for previously licensed software under the Agreement, year one (1) SaaS Fees as set forth in the Amendment Investment Summary, are due on November 1, 2022, and annually thereafter at our then-current rates.
 - b. Data & Insights-Public Safety Analytics Implementation fixed price services as set forth in the Investment Summary will be invoiced upon complete delivery of the service.
2. *Data & Insights-Public Safety Analytics Terms and Conditions.* Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Data & Insights Terms and Conditions, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this Amendment, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
3. Tyler and Client agree to add the following term to the Agreement:

Lack of Appropriations. Notwithstanding any other provision of this Agreement, all obligations of Client under this Agreement, which require the expenditure of funds, are conditioned on the availability of funds appropriated for that purpose. Client shall notify Tyler in writing of any such non-appropriation of funds at the earliest possible date. In the event Client must terminate the Agreement pursuant to this section, Client will pay

Tyler for all undisputed fees and expenses related to the software and/or services Client has received, or Tyler has incurred or delivered, prior to the effective date of termination.

- 4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. If the Agreement terminates so does Client’s access to the Data and Insights software.
- 5. Specific to the Data & Insights-Public Safety Analytics items added to the Agreement by this Amendment, in the event of a conflict between any term or provision in the Amendment and any term or provision in the Agreement, the terms of the Amendment shall govern. The Agreement shall otherwise remain and continue in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Bentonville, AR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 4,500
Third-Party Products	\$ 0
Travel	\$ 0
Total One-Time Cost	\$ 4,500
Annual Recurring Fees/SaaS	\$ 20,250
Tyler Software Maintenance	\$ 0



Quoted By:
Quote Expiration:
Quote Name:

Sean Brannon
11/21/22
Public Safety Analytics

Sales Quotation For:

Bentonville Police Department
908 SE 14th St
Bentonville AR 72712-6719
Phone: +1 (479) 271-3173

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Public Safety			
Law Enforcement Records Management System			
Public Safety Analytics (Performance Dashboard, Citizen Connect, Explorer, Analytics)	\$ 20,250	\$ 0	\$ 20,250
TOTAL			\$ 20,250

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enterprise Public Safety					
Public Safety Analytics Installation & Remote Training	1	\$ 4,500	\$ 0	\$ 4,500	\$ 0
TOTAL				\$ 4,500	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 20,250
Total Tyler Services	\$ 4,500	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 4,500	\$ 20,250

Assumptions

Personal Computers must meet the minimum hardware requirements for Enterprise Public Safety products. Microsoft Windows 7 64-bit with Extended Security Updates and Windows 10 64-bit is required for all client machines. Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019 are required for the Application and Database Server(s).

Enterprise Public Safety product requires Microsoft Windows Server 2012/2012 R2/2016/2019 and SQL Server 2012 SP4/2014 SP2/2016 SP2/2017/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions. Enterprise Public Safety product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed Enterprise Public Safety Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed Enterprise Public Safety Software.

Client is responsible for any ongoing annual maintenance on third-party products and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

The amount of converted data entering the new system can drastically impact storage utilization. Additional drive space may be required on the production and test SQL and file storage servers to accommodate the converted data based on the quantity of source data. During the conversion process, additional drive space on the production and test SQL servers will also be required temporarily. Does not apply to Data Archive. Travel expenses will be billed as incurred according to Tyler's standard business travel policy.

Comprehensive Public Safety Software Solution

Single/Multi-Jurisdictional Dispatch Software

CAD Mapping	Dispatch Questionnaire	Rip-N-Run Printing	Service Vehicle Rotation	E-911	ePCR
Call Entry	Fire Equipment Search	Run Cards/Response Plans	Unit Management	NG911	Fire Records
Call Control Panel	GIS/Geo-File Verification	Rapid SOS	Web CAD Monitor	CAD NCIC	Out-of-Band AVL
Unit Recommendations	Hazard and Location Alerts			Pictometry	Telestaff
Unit Status/Control Panel	Hazmat Search	<i>Additional Modules</i>	<i>Available Interfaces</i>	ASAP	PulsePoint
Call Stacking	Hydrant Inventory	BOLOS	Alarm	Pre-Arrival Questionnaire	Twitter
CAD Messaging	Note Pads	CAD Auto Routing	CAD to CAD	Encoder	PEMA Knowledge Center
Call Scheduling	Proximity Dispatch	CAD AVL	CAD Paging	CAD CFS Export	Radio Location

Records Management Software for Single/Multi-Jurisdictional Law Enforcement

Arrests	Impounded Vehicles	Training	Equipment and Inventory	<i>Available Interfaces</i>	MiDEx
Buildings	Incidents	Wants and Warrant	Gangs	Livescan	LACRIS
Businesses	Investigations		Hazardous Materials	Ticket Writer	NCIC
Case Management	Order of Protection	<i>Additional Modules</i>	Narcotics	Citizen Reporting	
Case Processing	Personnel	Alarms	Pawn Shops	COPLINK	
Citations	Property and Evidence	Bookings	Permits (Guns)	Accurant Crime Analysis	
Dynamic Reporting	Records Request	Briefing Notes	Scheduling	LINX	
Field Interviews	Registered Offenders	Crash	Content Manager	Evidence	
IBR/Clery Reporting	Standard Reporting	Stop Data	Use of Force	SECTOR	

Records Management for Fire Departments

Activity Reporting and Scheduling	Hazardous Materials	Personnel/Education	NFIRS/NEMSIS 5.0 Reporting	Fire Permits
Investigations	Hydrant Inventory and Inspections	Pre-Plans	<i>Additional Modules</i>	Inventory
Business Registry	Incident Tracking	Station Activity Log	Data Analysis/Management	LOSAP Tracking and Reporting
		BLS/ALS	Equipment Tracking	Vehicle Tracking and Maintenance

Corrections Management Software

Tyler Corrections	NorthPoint Classification	Biometric Identification	<i>Available Interfaces</i>	TDEx
eSignatures	Mobility – Inmate Tracking	Biometric Hyperplance	Livescan	Jail Manager Integration
Mugshots	Jail Data Export		VINE	Toolkit
				Enterprise Custom Reports

Mobile Computing

Dispatch/Messaging/State/NCIC	DL Swipe Mugshot Download	In-Car Routing	LE Field Reporting	Ticket Writer
Fire Dispatch/Messaging	In-Car Mapping/AVL	Stop Data	LE Accident Field Reporting	
		Use of Force	Field Investigations	

Mobility Software

Law Enforcement Field Mobile	Fire Field Mobile	Data Collect Mobile
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Analytics

Data Marts	Public Safety Analytics	Agency Intelligence
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2022-325074-N1F0S1

RESOLUTION NO. _____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH TYLER TECHNOLOGIES, TO ADD A DATA AND INSIGHTS PUBLIC SAFETY ANALYTICS SOFTWARE PACKAGE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department has an existing agreement with Tyler Technology/New World for public safety software;

WHEREAS, this amendment allows for an additional software package for public safety analytics; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amendment to the agreement with Tyler Technologies in order to add a Data and Insights Public Safety Analytics software package;

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 this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	8/9/2022
Department	Police Department
Submitted by	Ray Shastid- Chief of Police
Phone	(479) 271-3170

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution for the Mayor and City Clerk to enter into a Memorandum of Understanding with the Bentonville School District, in accordance with Arkansas code 6-10-128 (c). This model MOU addresses the required components of an effective School Resource Officer (SRO) Program and shall be used by any district that has an SRO as a basis for an MOU with the local law enforcement agency, or in the creation of policies and procedures if the school district has an institutional law enforcement officer program (attached agreement).					

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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School Resource Officer (SRO) Memorandum of Understanding

This Memorandum of Understanding (MOU) between the Bentonville Schools and Bentonville Police Department is executed on August 15, 2022.

This MOU provides for a written agreement between the Bentonville Schools and the Bentonville Police Department. It establishes the needed commitment and support from both institutions. It provides guidelines and policies relevant to the performance of the School Resource Officer (SRO). An SRO is a sworn law enforcement professional assigned to a public-school campus during the instructional day or employed by a school district. This MOU will serve as a document that SROs, school administration, the law enforcement agency, students, parents and/or caregivers may refer to for structure and accountability. This MOU shall be reviewed, updated, and signed annually by the administrations of the school district and the law enforcement agency. The school administration welcomes recommendations from all community stakeholders, including parents/caregivers, students, teachers, the assigned SRO, other law enforcement personnel, and members of the community. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation that exists between the school district, the law enforcement agency, and the local community.

I. Purpose

The purpose of the MOU is to establish the mission of the School Resource Officer program (SRO program), and provide for an understanding between the school district/open enrollment charter school and the law enforcement agency that the success of the SRO program is a cooperative effort. Additionally, the MOU clarifies roles and expectations of the SRO and formalizes the relationship between the school district and the law enforcement agency. Following the guidelines as established within the MOU will help in building a positive relationship between law enforcement officers, school staff, and students; support a safe and positive learning environment; and potentially decrease the number of youths formally referred to the juvenile justice system.

II. Mission

The mission of the School Resource Officer program is to promote school safety by establishing a safe, supportive, and orderly environment that maximizes collaboration for the enhancement of student learning and success.

III. Goals of the SRO Program

The SRO, SRO supervisor(s), and school officials will collaborate to reduce school violence by:

- a) Ensuring a safe learning environment for students, teachers, and staff.
- b) Fostering a positive school climate based on respect for all children and adults in the school.
- c) Creating partnerships with community stakeholders and other care providers in the community for the benefit of students, staff, and families.
- d) Reducing crime committed by and against youth on campus or in the community
- e) Establishing a trusted channel of communication with students, parents, and teachers through observation and engagement.
- f) Ensuring SROs serve as a positive role model to instill in students:
 1. Good moral standards,
 2. Respect for others, and
 3. Sincere concern for the school and community.

IV. Chain of Command

- a) A SRO shall be assigned to a school during the instructional day. During the hours that school is in regular session, the SRO may also be assigned additional responsibilities by the law enforcement agency in emergency type/critical incident situations that may require the SRO to leave campus. The law enforcement agency recognizes that removing an officer from the school campus causes difficulty in the school and will only do so when absolutely needed.
- b) The SRO operates under the supervision of the law enforcement agency. When a situation arises within the school that is determined to be criminal in nature, the SRO will notify his/her law enforcement agency supervisor and school administration.
- c) Minor offenses committed on school property can and often should be handled internally within the school without filing criminal charges. Each situation will have unique factors to consider. The SRO shall consult with a member of the school administration (superintendent or principal) concerning these types of offenses. Offenses, such as fighting or using vulgar language, that do not involve serious physical injury shall be considered school discipline issues and handled internally by school officials rather than law enforcement.

V. Roles and Responsibilities

This SRO program is intended to be unique to the community, based on input from the school district administration, teachers, faculty, students, families and community members.

- a) **SRO Roles** – The SRO Program is designed for the SRO to fulfill three overall roles: 1) Law Enforcement Officer; 2) Mentor/ Informal Counselor; (3) Educational Resource.
 1. Law Enforcement Officer Role
The SRO in this role provides public safety within the established school boundaries through motorized and foot patrol. The SRO collaborates with the school district administration in developing or updating emergency crisis/critical incident response plans

as well as plans for the training of students and staff on various issues. The SRO should establish himself/herself as a resource for students, teachers, parents, and other school staff, while maintaining his/her status as a law enforcement officer.

As a law enforcement professional, the SRO is certified to carry a firearm. SROs will follow their law enforcement agency protocol and policies for the use of force. A copy of the agency policies shall be attached to this MOU and incorporated by reference.

2. Mentor/Informal Counselor Role

One of the primary roles the SRO will fulfill is fostering a positive school climate through relationship building and crime prevention. The SRO will engage in various activities, in consultation with school administration, teachers, and students. He or she should strive to build a school culture of open communication and trust between and among students and school staff. The SRO should focus on getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges at school (such as bullying), at home, or both, and need additional resources or attention to be successful in school.

3. Educational Resource

In this role, the SRO should participate in the school community by becoming a member of the educational team. This will provide the SRO a method to build positive relationships with students, their families, and school staff. Whether talking to students in the hallway, in the lunchroom, or delivering a presentation in the classroom, the SRO should become embedded in the education fabric within the school. Note that any and all presentation materials to be used in the classroom must first be approved in accordance with the districts selection of instructional materials policy.

4. Clarifications of the SRO's role in:

- Responding to Criminal Activity

A role of the SRO, as a law enforcement professional, is to enforce criminal and traffic laws. The SRO will have the authority under Arkansas law to issue warnings and use alternatives to arrest at their discretion.

- School Policy Violations

School faculty and staff, not the SRO, should always handle violations of the school student code of conduct or rules that are not criminal matters. SROs are not school disciplinarians, but rather licensed peace officers charged with enforcement of all applicable local, state and federal laws within their jurisdiction. The SRO should not directly intervene in disciplinary incidents unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school. When intervening, the SRO will employ de-escalation techniques as appropriate. The SRO will report school policy violations through the proper channels to be handled by school administration. In this regard, it is the responsibility of the SRO to become

familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

- **Locker, Vehicle, Personal, and Other Searches**

The SRO may conduct a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe the search will result in evidence that the student has committed or is committing a criminal offense. The SRO will not ask a school employee to conduct a search for law enforcement purposes. The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

b) Primary Responsibilities

The primary responsibilities of the SRO in an SRO Program include, but are not limited to

1. Patrolling the campus by vehicle if necessary but primarily on foot to reduce/prevent crime and help to provide a safe and secure learning environment.
2. Serving as an educational resource, and as a liaison between the school and the law enforcement agency.
3. Developing and maintaining mutually respectful relationships with students and staff to support a positive school climate.
4. Preparing for and providing classroom instruction on a variety of relevant topics.
5. Being proactive in creating and taking advantage of educational situations. (Note: school administrators are encouraged to leverage this resource.)
6. Preparing initial police reports of crimes committed on campus.
7. Taking enforcement action on criminal matters involving students, when appropriate.
8. Attending school special events as needed.
9. Collecting and maintaining data on SRO activities (arrests, citations, educational programs, etc.)
10. Assisting the school safety coordinator or designated staff member in developing emergency response plans as well as strategies (such as training students and staff) to prevent and/or minimize dangerous events, such as an armed person(s) or active shooter on campus, hostage situations, student disturbances, and natural/man-made disasters.
11. Taking appropriate law enforcement action against individuals or unwanted guests who are at the school or a school function in accordance with the SRO's law enforcement authority.

VI. Physical Restraint or use of Chemical Aerosol Sprays

Except in the case of a clearly unavoidable emergency in which a trained member of school personnel is not immediately available due to the unforeseeable nature of the situation, the physical restraint of a student shall only be used by a member of school personnel who is appropriately trained to administer physical restraint.

- a) The SRO should not be involved in the physical restraint of a student unless:
 - 1. There is imminent danger of serious physical harm to the student or others; or
 - 2. The SRO has received the appropriate training on the use of physical restraint in accordance with Ark. Code Ann. § 6-18-2401 et seq. As a sworn law enforcement officer, the SRO may intervene to de-escalate situations.
- b) Physical intervention, including use of aerosol sprays, by the SRO will be undertaken in accordance with the law enforcement agency protocol and policies for the use of force. An SRO acting in the role of a school's behavioral intervention team member will respond in accordance with Ark. Code Ann. § 6-18-2401 et seq.
- c) Any use of force must be reported to the school administration and the SRO law enforcement supervisor. The rationale for the action must be fully documented by use of established reporting procedures, such as use of physical force to affect an arrest, or control a combative person.

VII. Limits on Interrogations and Arrests

- a) An SRO may participate in the questioning of a student about conduct that could result in criminal charges. In accordance with established law enforcement procedure, a student must be informed of their Miranda rights in age-appropriate language before being questioned; this must be done in the presence of a parent or guardian if the student is under the age of 18. The student's parent(s) or guardian(s) should be allowed sufficient time to arrive at the school to be present for this process.
- b) The Superintendent or other member of the school administration shall be notified if possible prior to an arrest of a student. The student's parent(s) or guardian(s) shall be notified of their student's arrest as soon as practical but always in a timely manner in accordance with Arkansas Law, including Ark. Code Ann. § 6-18-513.

VIII. Role in Truancy Issues

The SRO will not take an active role in truancy matters or in the tracking of truants. The SRO will act as a liaison between the school and law enforcement personnel should law enforcement involvement become necessary due to safety concerns and may assist in performing a safety or well-being check.

IX. Student Educational Records and FERPA

The school district and the law enforcement agency acknowledge the benefit of appropriate information sharing for improving the health and safety of students but also the importance of limits on the sharing of certain types of student information by school personnel. The school district and the law enforcement agency also acknowledge that there is a distinction between student information shared for law enforcement purposes and student information shared to support students and connect them with necessary mental health, community-based, and related services.

- a) In order to facilitate prompt and clear communications, the school district and the law enforcement agency acknowledge that the principal (or their designee) and the SRO are the primary points of contact for sharing student information in accordance with this Agreement.
- b) In accordance with the school district policy on privacy of student records and directory information, SRO's are generally considered "School Officials with a legitimate educational interest" IF the school designates the SRO as such in their FERPA policy.
- c) In addition to FERPA, the Parties agree to comply with all other state and federal laws and regulations regarding confidentiality, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) if applicable.

X. Program Structure

The SRO Program will consist of a law enforcement officer certified within the state of Arkansas with a minimum of 2 years law enforcement experience who is an employee of the Bentonville Police Department. The SRO will be assigned by the head of the law enforcement agency to work within the Bentonville Schools, and will meet all requirements as set forth by Bentonville Schools.

XI. Selection and Financial Consideration

- a) The school district administration and the head of the law enforcement agency may establish specific procedures governing the selection of the SRO.
- b) The school district administration and the head of the law enforcement agency shall collaboratively establish the financial agreement necessary for the SRO program, including but not limited to salary, fringe benefits, training costs, and other foreseeable expenses. The specific financial agreements for each SRO shall be identified in Appendix A. The assigned campus(es), hours on campus, day-to-day duties, extracurricular requirements, and activities during the summer should also be specified in Appendix A.

XII. Supplies/Equipment

In order to implement an effective SRO program and create a safe learning environment for students, the school district and law enforcement agency will work in partnership to provide necessary supplies and equipment specified in Appendix A, including but not limited to:

- a) A designated private office (at least one per program/campus);
- b) Standard office equipment (i.e. computer, phone, internet connection, etc.);

- c) Standard law enforcement equipment (i.e. radio, transportation, lethal/non-lethal weapon, etc.); and
- d) Additional supplies, resources, and equipment as needed (i.e. uniforms, safety/first aid supplies, instructional resources, etc.).

XIII. Training Requirements

a) The SRO shall complete:

- 1) The forty (40) hour Basic School Resource Officer course within eighteen (18) months of being assigned to the school district. This course must be developed and provided, or approved, by the Arkansas Center for School Safety.
- 2) Within five (5) years of receiving the initial Basic School Resource Officer training, a sixteen (16) hour School Resource Officer Refresher training developed and provided, or approved, by the Arkansas Center for School Safety.
- 3) Certification in Youth Mental Health First Aid, which must be maintained and renewed every four (4) years if the SRO remains assigned to a school district/open enrollment charter school.
- 4) Twelve (12) hours annually of public school-specific continuing education developed and provided, or approved, by the Arkansas Center for School Safety. Other training required shall include, without limitation:
 - the roles and responsibilities of school resource officers in school districts;
 - laws that are specific to school districts; and
 - adolescent behavior and development.
- 5) An SRO who fails to complete any required training shall be unable to serve as an SRO until the training is completed.

b) School District staff

- 1) A superintendent and principal who accept an SRO shall complete a one (1) hour School Resource Officer Roles and Responsibilities training developed and provided, or approved, by the Arkansas Center for School Safety, within nine (9) months of accepting the SRO.
- 2) Personnel directly responsible for supervising an SRO shall complete a one (1) hour School Resource Officer Roles and Responsibilities training developed and provided, or approved, by the Arkansas Center for School Safety within one (1) year of accepting the SRO and every two (2) years thereafter.
- 3) An SRO shall not be assigned to a school district where the superintendent and/or principal have not completed the required training.

XIV. Program Review

The SRO, school administration, and the assigned law enforcement agency supervisor will meet at least annually to determine the goals and objectives of the SRO program for the respective school. A written review of the SRO program should be conducted at least annually.

XV. SRO Evaluation

The SRO and his/her effectiveness shall be evaluated at the end of each school year. The evaluation shall include input from the school administration.

XVI. Termination of Agreement

Either party may terminate this agreement upon sixty (60) days written notice to the other party.

XVII. Modification

No modification of this MOU shall be valid or binding unless the modification is in writing, duly dated, and signed by both parties.

Executed this _____ day of _____, 20____.

<u>Bentonville Schools</u> By: _____ SUPERINTENDENT	<u>Bentonville Police Department</u> By: _____ HEAD OF LAW ENFORCEMENT AGENCY
--	--

Appendix A

School Resource Officer (SRO) Financial Agreements, Duties, Assignments, and Other Staffing Details.

Please complete the information below for EACH SRO.

SRO NAME **John Loncarevic**

1. **Financial Agreement Details** (To include salary, fringe benefits, training costs – mandated and additional, equipment and supplies cost, and other foreseeable expenses)

The law enforcement agency will invoice Bentonville Schools for the hours worked by officers. The rate of pay will be determined by calculating the average hourly cost of all officers assigned to the District. The average hourly cost will include the law enforcement agency's hourly rate, holiday hours, cell phone, additional pays for certifications and special trainings, benefits, boot allowance, car insurance, and car depreciation.

2. **Campus(es) Assigned** (Including hours assigned to each campus)
Bentonville High School – 7:30 am to 4:30 pm

3. **Extra-Curricular Activity Requirements**
Attending school related events as needed.

SRO NAME **Charlie Katzakian**

1. **Financial Agreement Details** (To include salary, fringe benefits, training costs – mandated and additional, equipment and supplies cost, and other foreseeable expenses)

The law enforcement agency will invoice Bentonville Schools for the hours worked by officers. The rate of pay will be determined by calculating the average hourly cost of all officers assigned to the

District. The average hourly cost will include the law enforcement agency's hourly rate, holiday hours, cell phone, additional pays for certifications and special trainings, benefits, boot allowance, car insurance, and car depreciation.

2. **Campus(es) Assigned** (Including hours assigned to each campus)
Bentonville High School – 7:30 am to 4:30 pm
3. **Extra-Curricular Activity Requirements**
Attending school related events as needed.

SRO NAME **Chris Isbell**

1. **Financial Agreement Details** (To include salary, fringe benefits, training costs – mandated and additional, equipment and supplies cost, and other foreseeable expenses)

The law enforcement agency will invoice Bentonville Schools for the hours worked by officers. The rate of pay will be determined by calculating the average hourly cost of all officers assigned to the District. The average hourly cost will include the law enforcement agency's hourly rate, holiday hours, cell phone, additional pays for certifications and special trainings, benefits, boot allowance, car insurance, and car depreciation.

2. **Campus(es) Assigned** (Including hours assigned to each campus)
Fulbright Junior High School – 7:30 am to 4:30 pm
3. **Extra-Curricular Activity Requirements**
Attending school related events as needed.

SRO NAME **Melissa Fox**

1. **Financial Agreement Details** (To include salary, fringe benefits, training costs – mandated and additional, equipment and supplies cost, and other foreseeable expenses)

The law enforcement agency will invoice Bentonville Schools for the hours worked by officers. The rate of pay will be determined by calculating the average hourly cost of all officers assigned to the District. The average hourly cost will include the law enforcement agency's hourly rate, holiday hours, cell phone, additional pays for certifications and special trainings, benefits, boot allowance, car insurance, and car depreciation.

2. **Campus(es) Assigned** (Including hours assigned to each campus)
Washington Junior High School – 7:30 am to 4:30 pm
3. **Extra-Curricular Activity Requirements**
Attending school related events as needed.

SRO NAME **David Leehans**

1. **Financial Agreement Details** (To include salary, fringe benefits, training costs – mandated and additional, equipment and supplies cost, and other foreseeable expenses)

The law enforcement agency will invoice Bentonville Schools for the hours worked by officers. The rate of pay will be determined by calculating the average hourly cost of all officers assigned to the District. The average hourly cost will include the law enforcement agency's hourly rate, holiday hours, cell phone, additional pays for certifications and special trainings, benefits, boot allowance, car insurance, and car depreciation.

2. **Campus(es) Assigned** (Including hours assigned to each campus)
Lincoln Junior High School – 7:30 am to 4:30 pm
3. **Extra-Curricular Activity Requirements**
Attending school related events as needed.



Memorandum of Understanding

Bentonville Schools Access Key Cards July 1, 2022 – June 30, 2023

Bentonville Schools (District) welcomes support from Law Enforcement Agencies (LEAs). This Memorandum of Understanding is designed to maintain the security of District facilities and ensure the welfare and safety of the District's students and staff.

The agreement is executed between the District and Bentonville Police Department regarding the issuance of access key card(s) to open exterior facility doors throughout the District.

Responsibilities of the District

The District will provide access key card(s) to the LEA at no cost.

The District will configure the card(s) to open any Bentonville Schools facility exterior door with a key card access point 24 hours a day, seven days a week.

The District will provide the Access Key Card Sign-Out Page (Addendum A) for LEA employee(s) assigned to carry the card.

In the event the card is lost or otherwise compromised, the District will deactivate the card.

Responsibilities of the LEA

The LEA will use the access key card(s) for official, emergency use only. Official emergency use is any incident that requires immediate access to the District facility as a result of an exigent circumstance.

In the event a card is lost or otherwise compromised, the LEA will notify the District immediately by contacting the Director of Security at 479-254-5075 or 479-402-4464. If the LEA is unable to reach the Director of Security by phone, the LEA will contact the Director of Facilities at 479-254-5085 or 479-372-7170.

The LEA will maintain record and signature of employee(s) assigned to carry card(s) using the Access Key Card Sign-Out Page (Addendum A).

The LEA will update the Access Key Card Sign-Out Page when access key card assignments change.

The LEA will provide the current Access Key Card Sign-Out Page to the District immediately upon request by the District.

Terms and Termination

The terms of this agreement shall begin and be effective for the 2022-23 school year upon full execution or July 1, 2022, whichever is later, and terminates on June 30, 2023. Either party may terminate the agreement earlier without cause upon providing the other party with a 30-day written notice. The District also may terminate this agreement immediately in the event of a break of provisions by the LEA.

A new agreement for the 2023-24 school year will need to be signed by both parties and submitted to the District Director of Security no later than June 30, 2023, for the agreement to remain active.

Any modifications to this agreement must be mutually agreed upon by both parties and shall be made in writing.

Bentonville School District

Bentonville Police Department

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE
BENTONVILLE SCHOOL DISTRICT RELATED TO THE SCHOOL
RESOURCE OFFICER PROGRAM; AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Public School District and the City of Bentonville recognize and acknowledge that the School Resource Officer Program is a valuable endeavor for the parties and the community; and

WHEREAS, the Bentonville Public School District and the City of Bentonville wish to enter into a Memorandum of Understanding as required by Arkansas Code §6-10-128(c) for school districts utilizing a law enforcement officer program.

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

Section 1: That the Mayor and Clerk should be and are hereby authorized to enter into a Memorandum of Understanding with the Bentonville Public School District related to the School Resource Officer Program;

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	8/9/2022
Department	Police
Submitted by	Chief Ray Shastid
Phone	(479) 271-3170

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution approving a budget adjustment in the amount of \$495,190.00 to recognize the full-time Law Enforcement Officer Salary Stipend (Act 224 of 2022). These funds will be dispersed to the City of Bentonville by the Department of Finance and Administration and consist of a \$5000.00 payment and an additional \$382.50 per officer for Medicare and Social Security taxes. The budget adjustment amount is based on 92 full-time sworn officers for the City of Bentonville. Note: each department within the State is responsible providing all documents to the Commission of Law Enforcement Standards and Training (CLEST) to verify officers meet eligibility requirements.					

Estimated Cost	\$495,190.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
This is a stipend for full-time law enforcement officers that meet certain eligibility requirements approved under ACT 224 with the State.	





Budget Adjustment Request

Date of City Council Meeting	8/9/2022
Department	Police
Submitted by	Chief Ray Shastid
Phone	(479) 271-3170

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Budget adjustment in the amount of \$495,190.00 to recognize the full-time Law Enforcement Officer Salary Stipend (Act 224 of 2022). These funds will be dispersed to the City of Bentonville by the Department of Finance and Administration and consist of a \$5000.00 payment and an additional \$382.50 per officer for Medicare and Social Security taxes. The amount approved for the Bentonville Police Department is for 92 full-time sworn officers.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102010	33411	State Operating Grant	\$ 495,190.00	
102010	41010	Full Time Salary and Wages		\$ 460,000.00
102010	41510	FICA and Medicare Expense		\$ 35,190.00
		Totals	\$ 495,190.00	\$ 495,190.00
		Net Impact on Fund Balance	\$ -	

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



www.bentonvillear.com

PLEASE RECYCLE



RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2022 BUDGET FOR THE PURPOSE OF
RECEIVING AND EXPENDING THE FIVE THOUSAND DOLLAR (\$5,000.00)
STIPEND FOR ELIGIBLE FULL-TIME LAW ENFORCEMENT OFFICERS; AND
FOR OTHER PURPOSES**

WHEREAS, the Arkansas General Assembly passed Act 224 of 2022 during the 2022 Fiscal Session;

WHEREAS, through passage of Act 224 of 2022, the Arkansas General Assembly appropriated fifty million dollars (\$50,000,000.00) to provide a one-time salary stipend for eligible full-time law enforcement officers;

WHEREAS, “eligible full-time law enforcement officer” is specifically defined under Act 224 and the city/town does not have discretion to change the definition;

WHEREAS, each eligible full-time law enforcement officer is entitled to a one-time salary stipend of five thousand dollars (\$5,000.00) with employee payroll deductions applied as required by law; and

WHEREAS, the City Council of the City of Bentonville, Arkansas has determined that the City’s 2022 budget should be amended for the purpose of receiving the revenue for the one-time salary stipend funding from the State of Arkansas and expending the one-time salary stipend to eligible full-time law enforcement officers.

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

Section 1: The City of Bentonville 2022 Budget should be and the same is hereby amended for the purpose of accepting and appropriating funds granted in accordance with the Law Enforcement Officer Salary Stipend (Act 224 of 2022) as set forth below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
102010	33411	State Operating Grant	\$ 495,190.00	
102010	41010	Full Time Salary and Wages		\$ 460,000.00
102010	41510	FICA and Medicare Expense		\$ 35,190.00
		Totals	\$ 495,190.00	\$ 495,190.00
		Net Impact on Fund Balance	\$	-

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	8/9/2022
Department	Police Department
Submitted by	Chief Ray Shastid
Phone	(479) 271-3170

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

Recommendation/Suggested Action (Enter recommendation in space below):
Resolution to award bid IFB-22-73 to McClarty Daniel Buick GMC of Bentonville, AR for the police department's fleet maintenance contract, per the unit prices in the Bid Submission attached. This contract includes all routine and non-routine vehicle maintenance, warranty, and inspection services for the Bentonville Police Department vehicles. The term of the awarded contract shall be one (1) year, renewable annually upon mutual written agreement for a total maximum term not to exceed three (3) years. Note: the department previously used Superior Cadillac of Bentonville from 2019 until the end of the contract in 2022, at which point it was placed out for bid. Attachments: bid solicitation and tabulation final.

Estimated Cost	\$90,000.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



**CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT****FORMAL SEALED BID TABULATION**

Date of Bid Opening:	7/18/22	Time of Bid Opening:	2:00 PM	Solicitation ID Number:	IFB-22-73
-----------------------------	----------------	-----------------------------	----------------	--------------------------------	------------------

Solicitation Title: Routine Vehicle Maintenance and Inspection Services for the Bentonville Police Department

Bidders:		Cadillac of Bentonville	McLarty Daniel Buick GMC
Line Item	Group	Group Pricing Total	Group Pricing Total
1	Group 1	\$20,336.00	\$16,400.00
2	Group 2	\$14,712.00	\$9,600.00
3	Group 3	\$3,968.00	\$3,200.00
4	Group 4	\$14,712.00	\$9,690.00
5	Group 5	\$2,936.00	\$2,520.00
Total Bid Price		\$56,664.00	\$41,410.00

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

Cadillac of Bentonville Lines 2, 3 and 4 Pricing corrected based on Unit Price during Bid Evaluation.

McLarty Daniel Buick GMC Line 4 Pricing corrected during Bid Evaluation based on Optional Pricing Note regarding diesel vehicles included in Bid Submission.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-73	Date of Issuance:	JUNE 26, 2022
Description:	ROUTINE VEHICLE MAINTENANCE AND INSPECTION SERVICES FOR THE BENTONVILLE POLICE DEPARTMENT		
Requesting Department:	CITY OF BENTONVILLE POLICE DEPARTMENT		
Purchasing Department (Buyer):	ANDREA TREVISAN		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	NO BID BOND REQUIRED FOR THIS SOLICITATION		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	JULY 18, 2022 AT 2:00 PM CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th Street Bentonville, AR 72712

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

Deadline for Submission of Requests for Information, Questions or Clarifications:	July 12, 2022– 4:30 PM CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: McCauley Daniel Builders Phone Number: 479-845-9100

Business Address (Full Street/City/State/Zip): 2517 S.E. Best Ln Bentonville AR 72712

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

Name of Contact Person: Ryan Gallimore Email: rgallimore@mcCauleyDaniel.com

Signature of Authorized Person: _____ Date: 7/18/2022

Printed or Typed Name: Ryan Gallimore Title: Service Manager

Arkansas Contractor's License Number: _____ (Not required unless specified)

Sales or Use Tax ID Number: 82-3644759

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

[This space has been intentionally left blank]



CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT

ADMINISTRATIVE SERVICES BUILDING

1000 SW 14TH STREET BENTONVILLE, AR 72712

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

SECTION 4: BIDDER ACKNOWLEDGEMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description	Bidder's Initials								
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.									
Proof of insurance, or the ability to acquire, as defined herein.									
Proof that the facility where the work will be performed is located within the City limits of Bentonville, Arkansas.									
APPENDIX A: NON-COLLUSION AFFIDAVIT (Completed and Notarized)									
APPENDIX B: BIDDER QUALIFICATIONS (Completed)									
APPENDIX C: CONTRACTOR/VENDOR DISCLOSURE (Completed)									
APPENDIX D: SPECIFICATIONS (Completed)									
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. <table border="0"> <thead> <tr> <th><u>ADDENDUM NUMBER</u></th> <th><u>DATE OF ISSUANCE</u></th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </tbody> </table>	<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>	_____	_____	_____	_____	_____	_____	
<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>								
_____	_____								
_____	_____								
_____	_____								

[This Space Has Been Intentionally Left Blank]



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

APPENDIX A

NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)

SIGNED AND NOTARIZED



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

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of AR

County of Benton

I, Ryan Gallimore, of lawful age, being first duly sworn, on oath says that:

1.(s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature

Title:

Payroll Mgr

Subscribed and sworn before me this:

18th

day of

July

2022

Notary Public:

My commission expires:

9/13/2026





CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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APPENDIX B

BIDDER QUALIFICATIONS **(REQUIRED RESPONSE DOCUMENT)**



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
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APPENDIX B
BIDDER QUALIFICATIONS FORM
IFB-22-73

Company Name: McClarty Daniel Beards LLC
Corporate Address: 5430 W. Pinnacle Pointe dr. Ste 201 Rogers AR 72758
Facility Address: 2517 S.E. Best Lane Bentonville AR 72712

Is the above facility address the facility at which you would perform the services described in this IFB-22-73 document? ☒ YES ☐ NO

If NO, provide the address where the services will be performed below:

Is the facility (at which the services described herein will be performed) located within the City Limits of Bentonville, Arkansas? ☒ YES ☐ NO

Is the company GM certified? Yes

Does the company have experience servicing municipal fleet vehicles and more specifically, Police Department fleet vehicles?: Yes

If yes, please provide references: Asl, Bentonville Bomb Squad, NWACC, Cave Springs

Primary Contact Name: Ryan Gallimore
Phone Number: 479-414-4580 Email Address: rgallimore@McClartydaniel.com
Number of years the company has been in business servicing and repairing vehicles: 10
Number of vehicle maintenance and inspection employees: 18
Number of service bays: 29
Hours of Operation: 7:00Am - 6:00pm M-F + 7:00Am - 3:00Pm Sat.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
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APPENDIX C

CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)



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

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: _____

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

Immediate Relation includes:

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

OR

☒ Check this box if there are no applicable relationships to disclose.

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

 **Initials**



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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APPENDIX D

SPECIFICATIONS **(REQUIRED RESPONSE DOCUMENT)**



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

SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

- **AS SPECIFIED:** Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space ("As Specified") provided.
- **EQUIVALENT:** Bidders must indicate (and describe) any item being offered to the City that does not fully conform to the City's specification but is being offered to the city as being an "EQUIVALENT" (including alternate or substitute) to the City's specifications. It is the responsibility of Bidders to demonstrate and provide clear evidence of the item's equivalency to the City's specification. The City shall have the final determination as to whether an item is equivalent and meets the City's needs.

The specifications in this Section do not necessarily include all specifications and/or requirements for this IFB. Bidder is responsible for the complete review of this IFB document and all appendixes, any issued clarifications, addenda, or any other document released by the City related to this IFB and for familiarizing themselves with the work to be performed and/or products to be supplied prior to submitting a bid to ensure accurate pricing.

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2	The awarded Bidder shall follow all federal, state and local safety regulations.	X	
3	The awarded Bidder shall execute the Contract as specified upon return of the signed Contract.	X	
4	Bidder is qualified and capable of performing the work, AS SPECIFIED in the Scope of Work section of this IFB document.	X	
5	The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the routine maintenance services described herein, except when specifically mentioned in this IFB Document as being furnished by the City.	X	
6	The awarded Bidder understands that this IFB Document contains all Specifications for work, materials and products. Work shall be completed, as specified, according to this Bid Document and all attached Appendixes. The awarded Bidder shall perform the work in accordance with industry standards and best practices.	X	



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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2. SERVICE SPECIFICATIONS

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
7	Inspection service shall include, but is not intended to be limited to, the following services: • Check engine oil condition • Drain and refill oil • Replace oil filter • Lubricate fittings, doors and hood • Adjust tire inflation and inspect for wear • Inspect light bulbs and headlights • Inspect wiper blades • Inspect air filter • Inspect cabin filter • Inspect fuel filter • Inspect serpentine belts • Inspect PCV valve and breather • Check coolant/antifreeze level • Check brake fluid (not to be topped off without BPD approval) • Check brake function, including brake pads • Check and top off washer fluid • Check battery fluid • Check power steering fluid • Check transmission fluid • Inspect differential(s) for leaks • Inspect transfer case for leaks • Perform an overall critical systems check • Inspect suspension • Inspect steering components (including inspection for damage to these parts and the undercarriage in general)	X	

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

3. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties of the material below.

The awarded Bidder shall be responsible for providing notification to the City of all warranty related information, specifically including warranted parts that are found to be defective during performance of the inspection services, for the Bentonville Police Department's fleet of vehicles. The awarded Bidder shall be responsible for providing the Bentonville Police Department's fleet management assignee with recommendations concerning the warranted parts.

The City is not obligated to perform warranty work at the awarded Bidder's facility.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City upon 100% completion of the work as approved by the City.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below)

Reasoning: _____

4. DESCRIPTION OF SERVICES TO BE PERFORMED (REQUIRED RESPONSE)

The services pertaining to the routine maintenance and inspection of vehicles, not specifically mentioned herein but that are industry standard and manufacturer recommended, shall also be considered as included in the Scope of this Invitation for Bid. Bidders shall understand that the City may not be aware of all services that pertain to the routine maintenance and inspection of vehicles, and that it shall be the awarded Bidder's responsibility, as an industry expert, to perform the routine maintenance and inspection services as described herein, and as are industry standard and manufacturer recommended for the performance of vehicle maintenance.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below)

Reasoning: _____

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5. PARTS AND MATERIALS TO BE USED (REQUIRED RESPONSE)

The awarded Bidder shall furnish all parts and supplies necessary to perform the routine maintenance and inspection services, as described herein.

All parts and materials to be used shall be new and exact to manufacturer recommendations. Any parts used in the routine maintenance and inspection of the vehicles shall be **Original Equipment Manufacturer (OEM), General Motors (GM), or AC DELCO**, warrantied as such and used where applicable and according to manufacturer recommendations.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below)

Reasoning: _____

6. FLUIDS AND FILTERS (REQUIRED RESPONSE)

All fluids and filters used for all services shall be OEM; specifically including, but not limited to the following types: Dexos rated motor oil, and Dextron VI transmission fluid.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below)

Reasoning: _____

7. NON-ROUTINE AND WARRANTY REPAIRS (REQUIRED RESPONSE)

The awarded Bidder shall inform the designated BPD contact anytime a component is identified as needing repair work through the performance of preventative maintenance services, other routine diagnostic service work, warranty work, or other manner of identifying components needing repair.

The awarded Bidder shall not perform any repairs/non-routine maintenance work at any time, without receiving the prior written authorization from the designated BPD contact, or his assignee.

All non-routine repair work or warranty work shall be performed at the awarded hourly rate for the applicable category of vehicle.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below)

Reasoning: _____

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PURCHASING DEPARTMENT
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8. FREQUENCY OF SERVICE (REQUIRED RESPONSE)

The routine maintenance services shall be performed every three thousand (3,000) to five thousand (5,000) miles, or according to manufacturer recommendations and/or warranty requirements.

It shall be the responsibility of the City to schedule such routine maintenance appointments.

Inspection services shall be performed in conjunction with all routine maintenance services.

It shall be the responsibility of the awarded Bidder to alert the Bentonville Police Department fleet management assignee of any breach in manufacturer recommended service intervals, or of any type of routine service work that would assist in the overall operating efficiencies and warranty retention of the Bentonville Police Department's fleet of vehicles.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below)

Reasoning: _____

9. REPORTING AND RECORDS (REQUIRED RESPONSE)

The awarded Bidder will own, install, implement and maintain all hardware and software necessary for an electronic record keeping and reporting system for all services and parts. The information system shall provide records of all services performed for each vehicle.

Upon prior notice, the awarded Bidder shall provide the City access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description related to the awarded Bidder's services for the City, and shall provide the City with cost verification for work, if requested.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below)

Reasoning: _____

[This Space Has Been Intentionally Left Blank]



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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(479)-271-3115 – purchasing@bentonvillear.com

10. WASTE (REQUIRED RESPONSE)

All disposals shall be in accordance with current City, State and Federal laws and EPA regulations. The awarded Bidder shall provide training and management for their employees working with and handling hazardous materials, in accordance with laws and EPA regulations. The awarded Bidder shall hold the City free of liability for all actions of the awarded Bidder, and any of the awarded Bidders employees or associates, relating to waste disposal.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below)

Reasoning: _____

11. INSPECTION OF WORK (REQUIRED RESPONSE)

The awarded Bidder shall furnish the City with every reasonable opportunity to determine whether or not the services for the City are performed in accordance with the requirements of the awarded contract. The City may appoint qualified persons to inspect the awarded Bidder's operations and equipment, and the awarded Bidder shall permit these persons to make such inspections at a reasonable time and place.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below)

Reasoning: _____

12. RIGHT TO INSPECT FACILITY (REQUIRED RESPONSE)

The City of Bentonville reserves the right to inspect and tour the apparent awarded Bidder's facility, where the services are to be performed prior to the execution of a contract.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below)

Reasoning: _____

13. CHECK LIST (REQUIRED RESPONSE)

Bidders shall supply a check list to the vehicle operator or authorized individual picking up a serviced vehicle. This checklist shall include a detailed list of all services performed, including systems and components checked, as well as all comments regarding needed repairs or maintenance.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below)

Reasoning: _____



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14. SCHEDULING (REQUIRED RESPONSE)

The routine maintenance and inspection services should interfere minimally with the Bentonville Police Department's normally required work schedule. Therefore, these services should be scheduled at times mutually agreed upon by the awarded Bidder and the Bentonville Police Department fleet management assignee. The designated Bentonville Police Department's fleet management assignee, and the vehicle operators shall be responsible for keeping scheduled appointments for the services described herein.

It shall be the awarded Bidder's responsibility to perform the routine maintenance in a time frame that minimizes fleet downtime. Fleet downtime for Bentonville Police Department vehicles shall not exceed two (2) hours if the vehicle is delivered to the awarded Bidder's facility in the designated time frame as previously scheduled between the Bentonville Police Department's fleet management assignee and/or vehicle operator and the awarded Bidder. Exceptions may be made when in the best interest of the City.

The City reserves the right to request routine maintenance at third party facilities in the event of excessive downtime of the awarded Bidder or if it is in the best interest of the City.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below)

Reasoning: _____

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CITY OF BENTONVILLE, ARKANSAS
 PURCHASING DEPARTMENT
 ADMINISTRATIVE SERVICES BUILDING
 1000 SW 14TH STREET BENTONVILLE, AR 72712
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BID FORM

GROUP 1: 2WD CHEVROLET TAHOE POLICE PURSUIT VEHICLES (PPV)			
Routine Maintenance and Inspection			
Line Number	Quantity	Description	Bid Price
1	1 Service	Oil change, filter replacement and fluid check	\$ 35.00
2	1 Service	Transmission fluid and filter change	\$ 180.00
3	1 Service	Chassis lube service	\$ N/C
4	1 Service	Tire mounting, alignment, and balancing <i>*Tires to be provided by the Bentonville Police Department</i>	\$ 100.00
5	1 Service	Tire rotation	\$ N/C
6	1 Service	Inspection	\$ N/C
7	1 Service	Rear Differential	\$ 85.00
Non-Routine/Warranty/Major Component Failure Repairs			
8	1 Hour	Hourly rate for non-routine/warranty/major component failure repair work	\$ 125.00
(A) Subtotal: <i>(The sum of line number 1 through 7)</i>			\$ 400.00
(B) Estimated Quantity of Vehicles in Group 1:			41
GROUP 1 PRICING <i>(Multiply the subtotal (A) by the estimated quantity of vehicles in Group 1 (B))</i>			\$ 16,400.00

Space for Pricing Notes (Optional): _____



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BID FORM CONTINUED

GROUP 2: 4x4 CHEVROLET TAHOE POLICE PURSUIT VEHICLES (PPV)			
Routine Maintenance and Inspection			
Line Number	Quantity	Description	Bid Price
1	1 Service	Oil change, filter replacement and fluid check	\$ 35.00
2	1 Service	Transmission fluid and filter change	\$ 180.00
3	1 Service	Chassis lube service	\$ N/C
4	1 Service	Tire mounting, alignment, and balancing <i>*Tires to be provided by the Bentonville Police Department</i>	\$ 100.00
5	1 Service	Tire rotation	\$ N/C
6	1 Service	Inspection	\$ N/C
7	1 Service	Rear Differential/Transfer Case	\$ 85.00
Non-Routine/Warranty/Major Component Failure Repairs			
8	1 Hour	Hourly rate for non-routine/warranty/major component failure repair work	\$ 125.00
(C) Subtotal: (The sum of line number 1 through 7)			\$ 400.00
(D) Estimated Quantity of Vehicles in Group 2:			24
GROUP 2 PRICING (Multiply the subtotal (C) by the estimated quantity of vehicles in Group 2 (D))			\$ 9600.00

Space for Pricing Notes (Optional): _____



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PURCHASING DEPARTMENT
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BID FORM CONTINUED

GROUP 3: AWD CHEVROLET TRAVERSE

Routine Maintenance and Inspection

Line Number	Quantity	Description	Bid Price
1	1 Service	Oil change, filter replacement and fluid check	\$ 35.00
2	1 Service	Transaxle/Transmission fluid and filter change	\$ 180.00
3	1 Service	Chassis lube service	\$ N/C
4	1 Service	Tire mounting, alignment, and balancing <i>*Tires to be provided by the Bentonville Police Department</i>	\$ 100.00
5	1 Service	Tire rotation	\$ N/C
6	1 Service	Inspection	\$ N/C
7	1 Service	Rear Differential	\$ 85.00

Non-Routine/Warranty/Major Component Failure Repairs

8	1 Hour	Hourly rate for non-routine/warranty/major component failure repair work	\$ 125.00
(E) Subtotal: <i>(The sum of line number 1 through 7)</i>			\$ 400.00
(F) Estimated Quantity of Vehicles in Group 3:			8
GROUP 3 PRICING <i>(Multiply the subtotal (E) by the estimated quantity of vehicles in Group 3 (F))</i>			\$ 3,200.00

Space for Pricing Notes (Optional): _____



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BID FORM CONTINUED

GROUP 4: MISCELLANEOUS 4X4 VEHICLES

Routine Maintenance and Inspection			
Line Number	Quantity	Description	Bid Price
1	1 Service	Oil change, filter replacement and fluid check	\$ 35.00
2	1 Service	Transmission fluid and filter change	\$ 180.00
3	1 Service	Chassis lube service	\$ N/C
4	1 Service	Tire mounting, alignment, and balancing <i>*Tires to be provided by the Bentonville Police Department</i>	\$ 100.00
5	1 Service	Tire rotation	\$ N/C
6	1 Service	Inspection	\$ N/C
7	1 Service	Differential/Transfer Case	\$ 85.00
Non-Routine/Warranty/Major Component Failure Repairs			
8	1 Hour	Hourly rate for non-routine/warranty/major component failure repair work	\$ 125.00
(G) Subtotal: (The sum of line number 1 through 7)			\$ 400.00
(H) Estimated Quantity of Vehicles in Group 4:			24
GROUP 4 PRICING (Multiply the subtotal (G) by the estimated quantity of vehicles in Group 4 (H))			\$ 9600.00

Space for Pricing Notes (Optional): _____

Diesel Oil & Filter Change \$80.00



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BID FORM CONTINUED

GROUP 5: MISCELLANEOUS 2WD VEHICLES			
Routine Maintenance and Inspection			
Line Number	Quantity	Description	Bid Price
1	1 Service	Oil change, filter replacement and fluid check	\$ 35.00
2	1 Service	Transmission fluid and filter change	\$ 180.00
3	1 Service	Chassis lube service	\$ N/C
4	1 Service	Tire mounting, alignment, and balancing <i>*Tires to be provided by the Bentonville Police Department</i>	\$ 100.00
5	1 Service	Tire rotation	\$ N/C
6	1 Service	Inspection	\$ N/C
Non-Routine/Warranty/Major Component Failure Repairs			
7	1 Hour	Hourly rate for non-routine/warranty/major component failure repair work	\$ 125.00
(I) Subtotal: (The sum of line number 1 through 6)			\$ 315.00
(J) Estimated Quantity of Vehicles in Group 5:			8
GROUP 5 PRICING (Multiply the subtotal (I) by the estimated quantity of vehicles in Group 5 (J))			\$ 2520.00

Space for Pricing Notes (Optional): _____



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BID FORM CONTINUED

GROUP	GROUP PRICING TOTAL
Group 1	\$ <u>16,400.00</u>
Group 2	\$ <u>9,600.00</u>
Group 3	\$ <u>3,200.00</u>
Group 4	\$ <u>9,600.00</u>
Group 5	\$ <u>2,520.00</u>
TOTAL BID PRICE: Written in figures (The Sum of the Group Pricing Totals for Groups 1-5. Used for Comparison Purposes Only)	\$ <u>41,320.00</u>
TOTAL BID PRICE: Written in words (The Sum of the Group Pricing Totals for Groups 1-5. Used for Comparison Purposes Only)	<u>Forty-one Thousand Three Hundred Twenty dollars</u>

BIDDER DECLARATION

The Undersigned hereby declares that they have carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, have visited the actual location of the work (when applicable), have consulted their sources of supply, has satisfied themselves as to all quantities and conditions, and understand that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same.

Company Name: Clark, David Brock LLC By (Authorized Person's Signature): _____

State of Incorporation (required if Company is a corporation): _____

Full names of all partners (required if Company is a partnership): _____

Printed Name and Title: Ryan Collamore Service Manager

Date: 7/18/2022

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB 22-73 TO MCLARTY DANIEL BUICK GMC OF BENTONVILLE, ARKANSAS FOR THE POLICE DEPARTMENT'S FLEET MAINTENANCE CONTRACT, IN AN APPROXIMATE AMOUNT OF NINETY THOUSAND DOLLARS (\$90,000.00) PLUS ANNUAL RENEWALS; AND FOR OTHER PURPOSES.

WHEREAS, McLarty Daniel Buick GMC is the lowest qualified bidder for bid IFB-22-73;

WHEREAS, this contract covers the Bentonville Police Department fleet maintenance on a per unit price basis; and

WHEREAS, this will be paid with budgeted funds in the approximate amount of ninety thousand dollars (\$90,000.00).

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with McClarty Daniel Buick GMC, for the Bentonville Police Department's fleet maintenance, on a per unit price basis;

Section 2: The estimated contract cost for the year 2022 is ninety thousand dollars (\$90,000.00);

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 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	8/9/2022
Department	Parks and Recreation
Submitted by	Josh Stacey
Phone	(479) 696.0204

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance amending the facility use fees for the Bentonville Community Center in 2023. The Parks and Recreation Advisory Board approved unanimously.					

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



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: July 27, 2022
Re: City Council approval of an ordinance amending the recreation fees for memberships at the Bentonville Community Center in 2023.

Ordinance amending the membership fees for Bentonville Community Center to begin in January 2023. The Parks and Recreation Advisory Board reviewed and approved these fees at the July 2022 meeting.

Since the Bentonville Community Center opened in 2015, the resident daily usage fees and membership fees have remained the same at the facility. When we adopted the fees for the facility, we were confident that barring any unforeseen event, the fee would be the correct price point for approximately seven (7) years. Since that approved two unforeseen events occurred.

In 2019, the Arkansas State Minimum Wage increased. The first increase was in 2019 and the next increase was in 2020. In total, the minimum wage increased from \$8.50/hour to \$11.00/hour. This change has increased our staffing budget at the Bentonville Community Center by \$172,856 annually. In 2020, Parks and Recreation identified the need to increase these usage fees to cover the additional labor expenses. Additionally, staff went as planning and gaining approval from the Parks and Recreation Board to move forward with the increase in 2021. Then in March 2020, the second major unforeseen event occurred – Covid 19. When Covid occurred, we suspended the rate increase until we could better understand how the facility and the department would emerge from the global event.

In most years, we bring proposed fees to City Council in November that will take effect in January the following year. These fees are usually consistent with the budget that is being approved or has recently been approved. This proposal is out in front of the both of those situations because we feel it is critical to begin communicating with our community center members so they can be prepared for the increase to occur on January 1.

Attached is a list of all fee adjustments for the Bentonville Community Center. All fees have been increased by \$2 across the board including day passes and membership rates. Parks and Recreation estimates these fee increases will allow us to recover an estimated amount of \$169,600 in 2023, almost 100% of the labor expense increase.

The fees presented are only for daily usage rates and do not include rentals, programs, or all other 2023 Parks and Recreation fees. These fees will be brought to Council later this year for approval. Parks and Recreation is requesting Council's approval of these amended fees now so we have proper time to notify our members and patrons of these upcoming changes. If approved, Parks and Recreation will start notifying the public of these adjustments immediately and throughout the year to ensure patrons are aware of the coming increases.

If you have any questions regarding this item, please call me at 696.0204 or email jstacey@bentonvillear.com

Attachments: 2023 BCC Fee Amendments



**Bentonville Parks and Recreation
2023 Bentonville Community Center Fees**

Community Center Memberships	2022 Resident Fees	2022 Non-Resident Fees	2023 Resident Fees	2023 Non-Resident Fees
Adult Annual Membership	\$200	\$274	\$224	\$298
Adult Monthly Membership	\$19	\$25	\$21	\$27
Youth Annual Membership	\$125	\$184	\$149	\$208
Youth Monthly Membership	\$13	\$17	\$15	\$18
Senior Annual Membership	\$125	\$184	\$149	\$208
Senior Monthly Membership	\$13	\$17	\$15	\$18
Family Annual Membership	\$425	\$489	\$449	\$513
Family Monthly Membership	\$38	\$45	\$40	\$47
Multi-Pack Pass (20 Entries)	\$75	\$87	\$105	\$150
Day Pass	\$5	\$8	\$7	\$10

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BENTONVILLE COMMUNITY CENTER
MEMBERSHIP FEES; AND FOR OTHER PURPOSES.**

WHEREAS, the resident daily usage and membership fees have remained the same since the Bentonville Community Center opened in 2015;

WHEREAS, during that time, the Arkansas State Minimum Wage increased twice causing a rise in the City's staffing budget for the Center; and

WHEREAS, the Parks and Recreation Advisory Board reviewed and approved these fee increases, at its July 11, 2022 meeting, to take effect January 1, 2023 recoup the cost of labor.

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

Section 1: The Bentonville Community Center daily usage and membership fees are amended as follows beginning January 1, 2023;

Community Center Memberships	2022 Resident Fees	2022 Non-Resident Fees	2023 Resident Fees	2023 Non-Resident Fees
Adult Annual Membership	\$200	\$274	\$224	\$298
Adult Monthly Membership	\$19	\$25	\$21	\$27
Youth Annual Membership	\$125	\$184	\$149	\$208
Youth Monthly Membership	\$13	\$17	\$15	\$18
Senior Annual Membership	\$125	\$184	\$149	\$208
Senior Monthly Membership	\$13	\$17	\$15	\$18
Family Annual Membership	\$425	\$489	\$449	\$513
Family Monthly Membership	\$38	\$45	\$40	\$47
Multi-Pack Pass (20 Entries)	\$75	\$87	\$105	\$150
Day Pass	\$5	\$8	\$7	\$10

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 this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	8/9/2022
Department	Parks and Recreation
Submitted by	David Wright
Phone	(479) 271.6813

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☒ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution for City Council approval of a change order, in the amount of \$120,000.00, for additional services requested for the design of the A Street Promenade.					

Estimated Cost	\$120,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: July 27, 2022
Re: City Council approval of change order, in the amount of \$120,000, for the design of the A Street Promenade.

Staff requests Council's approval of a change order, in the amount of \$120,000, for the design of the A Street Promenade.

This request comes as no surprise to staff. In fact, we thought this could potentially be a request as long ago as the creation of this agreement. Our hesitation to include this in the original agreement was the uncertainty of how to interact the Promenade with Lawrence Plaza. Now that we have worked diligently with neighbors (mostly 21C Hotels and Compton Gardens), we have determined the preferred course of action is to design the Promenade directly through Lawrence Plaza connection to Compton Gardens and the Razorback Greenway.

This amount is included in the \$1.2MM dollar grant awarded for the design of the project. In fact, after this amount is amended into the agreement, and after we have completed survey, Geotech and Construction Manager Fees, we have a remaining balance of \$36,000.

This agreement puts us in position to move through the final design steps into construction documents and bidding. Our schedules point towards construction in late spring 2023.

Attachments:

Contract Amendment

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design
Strategic Services

812 San Antonio Street
Suite 401
Austin, Texas 78701
512.499.0222
512.499.0229 fax
designworkshop.com

July 26th, 2022

David Wright
Director
Bentonville Parks + Recreation
215 SW A St., Bentonville, AR 72712

Additional Services for: 6331 A Street
Add Service Number: 002

Dear David:

This letter is a request for approval to complete Additional Services associated with the A Street Promenade located in Downtown Bentonville, AR. As a result of the schematic design process, it was determined that the design team should move forward with full documentation of the schematic plan. The plan includes new scope elements not provided as part of the original scope of work. Specific scope items primarily include the redesign and documentation of Lawrence Plaza including the A street section adjacent to the plaza as well the MEP for three water features. The total expected construction cost estimated as part of the original contract was \$11,000,000. The new cost based on the schematic design provided by Flintco is \$14,500,000.

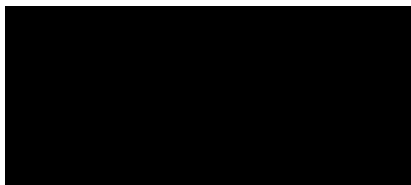
By signing this letter, you are authorizing Design Workshop, Inc. to add an additional fee of \$120,000 to the project fee total. This fee will be spread out between design development, construction documentation, bidding, and permitting and will include multiple team members. This total includes any reimbursable expenses associated with the design addition.

The contract conditions of the existing agreement dated October 8th, 2020, shall be binding on these additional services unless modified herein. The following is a summary of the fees associated with this effort.

Please feel free to call if you have any questions regarding this request for additional services.

Sincerely,

DESIGN WORKSHOP, INC.



Conners Ladner, PLA

Principal

APPROVED BY CLIENT:

By: _____

Date: _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER WITH DESIGN WORKSHOP, INC., IN THE AMOUNT OF ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00); FOR THE DESIGN OF THE A STREET PROMENADE; AND FOR OTHER PURPOSES.

WHEREAS, through working diligently with businesses neighboring Lawrence Plaza, Bentonville Parks and Recreation has determined the preferred course of action for designing the A Street Promenade; and

WHEREAS, this change order allows the City to move through the final design steps and into bidding for the project; and

WHEREAS, the amount for this change order is included in the previous grant award for this project's design.

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

Section 1: The Mayor and City Clerk are authorized to enter into change order with Design Workshop, Inc., in the amount of one hundred twenty thousand dollars (\$120,000.00) for the design of the A Street Promenade;

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 this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



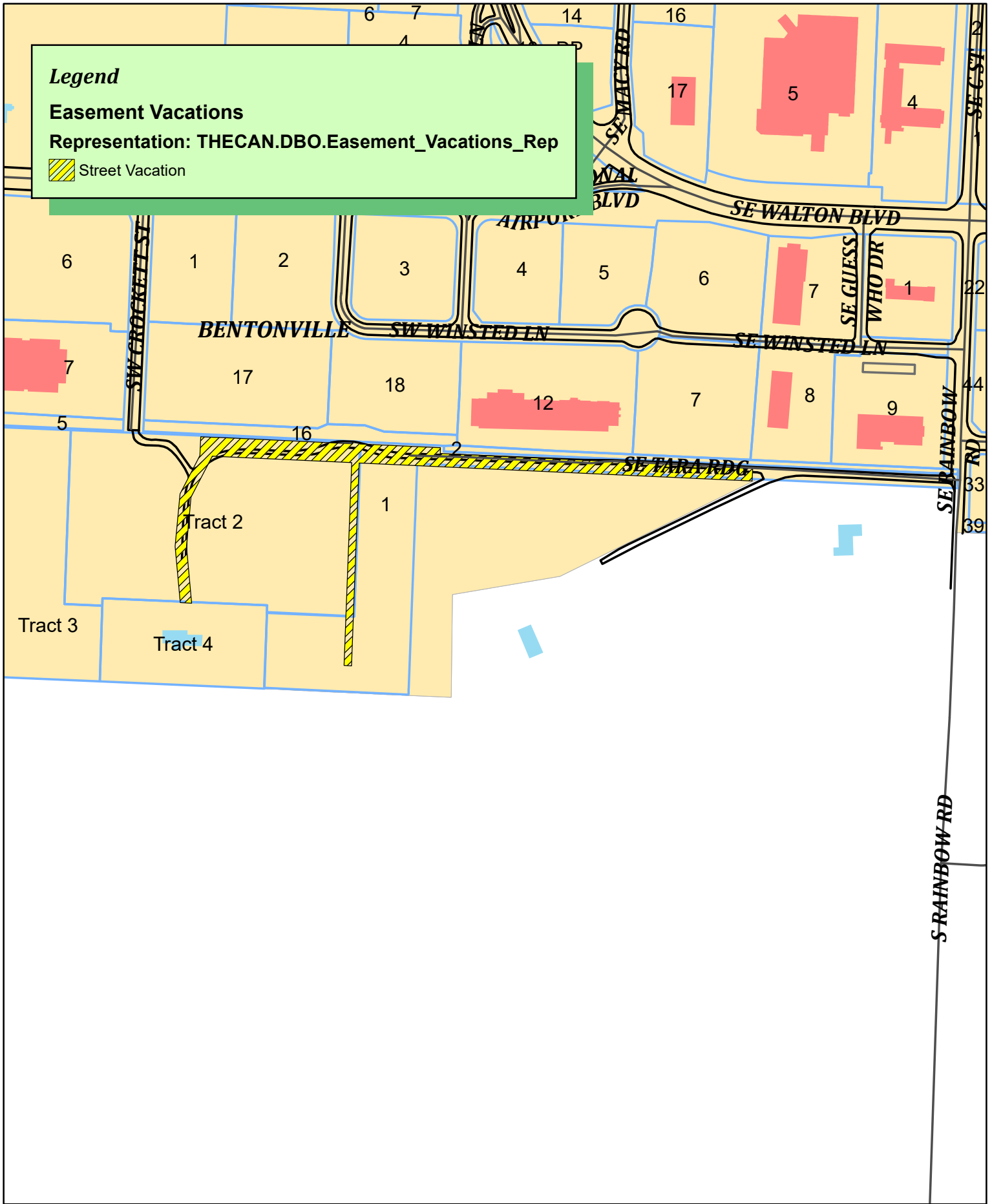
Agenda Item Form

Date of City Council Meeting	8/9/2022
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 two access easements and one utility easement requested for 3809 SW Crockett (VAC22-0010).					

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





VAC22-0010
Proposed Access Easement Vacation



ORDINANCE NO _____

**AN ORDINANCE VACATING A TWO ACCESS EASEMENTS AND ONE
UTILITY EASEMENT LOCATED IN 3809 SW CROCKET TO THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC22-0010).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Crafton Tull asking the City Council to vacate two access easements and one utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

#1 50' ACCESS EASEMENT VACATION (98-63972)

BEING A PART OF TRACT 2 IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 35 AT PAGE 30 ALSO BEING A PART OF LOT 1 OF THE SALLEY ADDITION IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 2016 AT PAGE 64 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT #3 ACCORDING TO SAID PLAT 35-30; THENCE ALONG THE NORTH BOUNDARY OF SAID TRACTS 2 & 3 AND LOT 1 FOR THE FOLLOWING FOUR (4) CALLS:

- 1) SOUTH 87° 21' 06" EAST A DISTANCE OF 643.50 FEET TO THE POINT OF BEGINNING;
- 2) CONTINUING SOUTH 87° 21' 06" EAST A DISTANCE OF 634.07 FEET;
- 3) SOUTH 02° 26' 45" WEST A DISTANCE OF 15.01 FEET;
- 4) SOUTH 87° 21' 18" EAST A DISTANCE OF 826.89 FEET;

THENCE SOUTH 02° 38' 42" WEST ALONG THE EAST LINE OF SAID 50' ACCESS EASEMENT, A DISTANCE OF 34.97 FEET; THENCE NORTH 87° 22' 14" WEST ALONG THE SOUTH BOUNDARY OF SAID LOT 1, A DISTANCE OF 895.27 FEET; THENCE NORTH 87° 19' 43" WEST ALONG THE SOUTH LINE OF SAID 50' ACCESS EASEMENT, A DISTANCE OF 565.75 FEET; THENCE NORTH 02° 38' 54" EAST ALONG THE WEST LINE OF SAID 50' ACCESS EASEMENT, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.40 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

ALSO

#2 ACCESS EASEMENT VACATION (98-63972)

BEING A PART OF TRACT 2 IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 35 AT PAGE 30 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT #3 ACCORDING TO SAID PLAT 35-30; THENCE ALONG THE NORTH LINE OF SAID TRACTS 2 & 3 FOR THE FOLLOWING TWO (2) CALLS:

1) SOUTH 87° 21' 06" EAST A DISTANCE OF 666.57 FEET TO THE POINT OF BEGINNING;

2) CONTINUING SOUTH 87° 21' 06" EAST A DISTANCE OF 33.04 FEET; THENCE ALONG THE EAST LINE OF THE 30' ACCESS EASEMENT FOR THE FOLLOWING THREE (3) CALLS:

1) SOUTH 27° 24' 51" WEST A DISTANCE OF 177.01 FEET;

2) SOUTH 05° 16' 26" WEST A DISTANCE OF 130.82 FEET;

3) SOUTH 05° 10' 09" EAST A DISTANCE OF 150.46 FEET;

THENCE NORTH 87° 18' 14" WEST ALONG THE SOUTH BOUNDARY OF SAID TRACT 2 A DISTANCE OF 30.28 FEET;

THENCE ALONG THE WEST LINE OF SAID 30' ACCESS EASEMENT FOR THE FOLLOWING THREE (3) CALLS:

1) NORTH 05° 10' 09" WEST A DISTANCE OF 149.06 FEET;

2) NORTH 05° 16' 26" EAST A DISTANCE OF 139.44 FEET;

3) NORTH 27° 24' 51" EAST A DISTANCE OF 169.04 FEET TO THE POINT OF BEGINNING CONTAINING 0.32 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

ALSO

#3 20' UTILITY EASEMENT VACATION (35-30)

BEING A PART OF LOT 1 OF THE SALLEY ADDITION IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 2016 AT PAGE 64 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT #1 OF PLAT RECORD 2002-300 BEING COINCIDED WITH AN INTERIOR NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 02° 09' 00" WEST ALONG THE EAST BOUNDARY OF SAID LOT 1, A DISTANCE OF 591.18 FEET; THENCE NORTH 87° 16' 08" WEST ACROSS THE UTILITY EASEMENT, A DISTANCE OF 20.00 FEET; THENCE NORTH 02° 09' 00" EAST ALONG THE WEST LINE OF SAID UTILITY EASEMENT, A DISTANCE OF 591.29 FEET; THENCE SOUTH 87° 19' 43" EAST ALONG THE NORTH LINE OF SAID UTILITY EASEMENT, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.27 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

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 access and utility easements.

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 access and utility easements designated as follows:

#1 50' ACCESS EASEMENT VACATION (98-63972)

BEING A PART OF TRACT 2 IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 35 AT PAGE 30 ALSO BEING A PART OF LOT 1 OF THE SALLEY ADDITION IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 2016 AT PAGE 64 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

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- 5) SOUTH 87° 21' 06" EAST A DISTANCE OF 643.50 FEET TO THE POINT OF BEGINNING;
- 6) CONTINUING SOUTH 87° 21' 06" EAST A DISTANCE OF 634.07 FEET;
- 7) SOUTH 02° 26' 45" WEST A DISTANCE OF 15.01 FEET;
- 8) SOUTH 87° 21' 18" EAST A DISTANCE OF 826.89 FEET;

THENCE SOUTH 02° 38' 42" WEST ALONG THE EAST LINE OF SAID 50' ACCESS EASEMENT, A DISTANCE OF 34.97 FEET; THENCE NORTH 87° 22' 14" WEST ALONG THE SOUTH BOUNDARY OF SAID LOT 1, A DISTANCE OF 895.27 FEET; THENCE NORTH 87° 19' 43" WEST ALONG THE SOUTH LINE OF SAID 50' ACCESS EASEMENT, A DISTANCE OF 565.75 FEET; THENCE NORTH 02° 38' 54" EAST ALONG THE WEST LINE OF SAID 50' ACCESS EASEMENT, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.40 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

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4) CONTINUING SOUTH 87° 21' 06" EAST A DISTANCE OF 33.04 FEET; THENCE ALONG THE EAST LINE OF THE 30' ACCESS EASEMENT FOR THE FOLLOWING THREE (3) CALLS:

4) SOUTH 27° 24' 51" WEST A DISTANCE OF 177.01 FEET;

5) SOUTH 05° 16' 26" WEST A DISTANCE OF 130.82 FEET;

6) SOUTH 05° 10' 09" EAST A DISTANCE OF 150.46 FEET;

THENCE NORTH 87° 18' 14" WEST ALONG THE SOUTH BOUNDARY OF SAID TRACT 2 A DISTANCE OF 30.28 FEET;

THENCE ALONG THE WEST LINE OF SAID 30' ACCESS EASEMENT FOR THE FOLLOWING THREE (3) CALLS:

4) NORTH 05° 10' 09" WEST A DISTANCE OF 149.06 FEET;

5) NORTH 05° 16' 26" EAST A DISTANCE OF 139.44 FEET;

6) NORTH 27° 24' 51" EAST A DISTANCE OF 169.04 FEET TO THE POINT OF BEGINNING CONTAINING 0.32 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

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#3 20' UTILITY EASEMENT VACATION (35-30)

BEING A PART OF LOT 1 OF THE SALLEY ADDITION IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 2016 AT PAGE 64 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT #1 OF PLAT RECORD 2002-300 BEING COINCIDED WITH AN INTERIOR NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 02° 09' 00" WEST ALONG THE EAST BOUNDARY OF SAID LOT 1, A DISTANCE OF 591.18 FEET; THENCE NORTH 87° 16' 08" WEST ACROSS THE UTILITY EASEMENT, A DISTANCE OF 20.00 FEET; THENCE NORTH 02° 09' 00" EAST ALONG THE WEST LINE OF SAID UTILITY EASEMENT, A DISTANCE OF 591.29 FEET; THENCE SOUTH 87° 19' 43" EAST ALONG THE NORTH LINE OF SAID UTILITY EASEMENT, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.27 ACRES MORE OR LESS AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

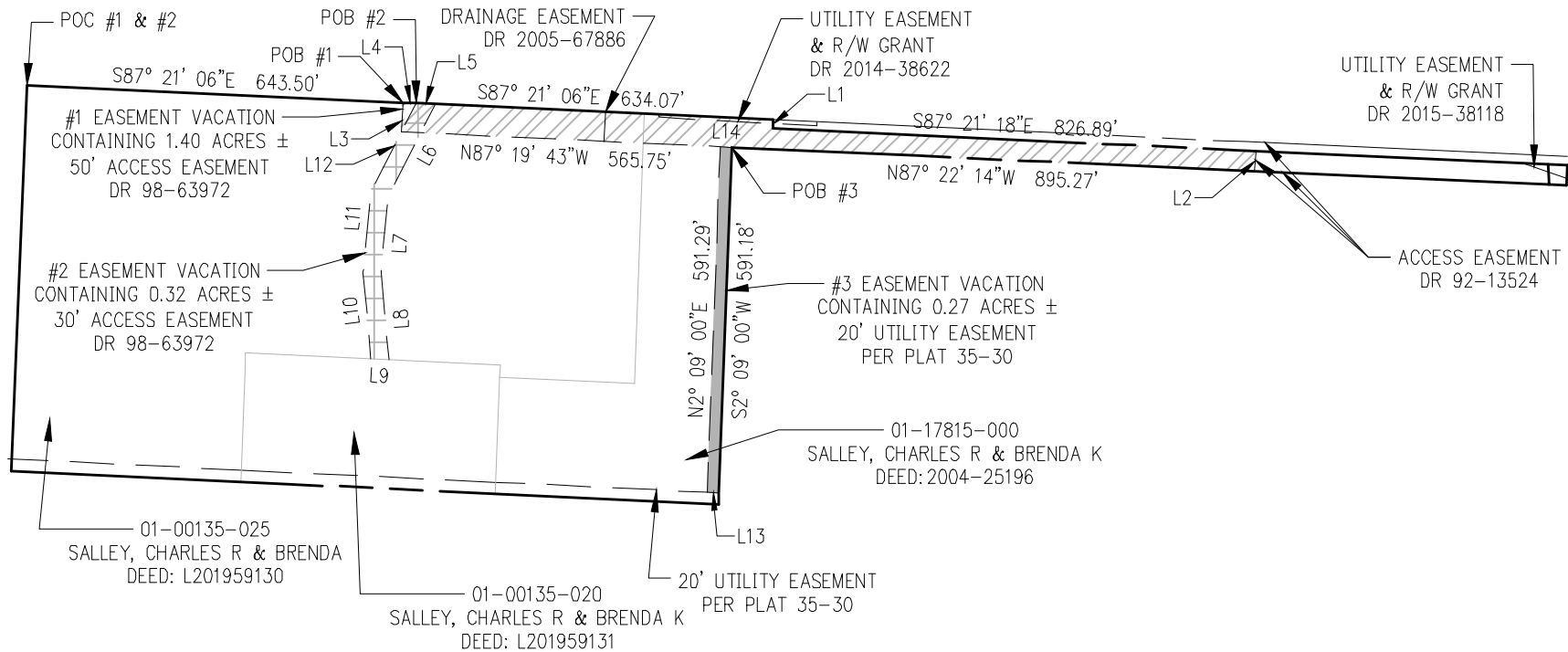
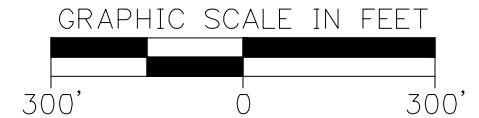
Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

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 and
Recorder for the City of Bentonville,
Arkansas**

**STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas**

EXHIBIT A



THIS EASEMENT SKETCH IS A REPRESENTATION OF THE SIZE, SHAPE,
AND LOCATION OF THE EASEMENT WHICH IT IS ATTACHED; THIS
DRAWING IS NOT A PLAT OF SURVEY

PROJECT NO.: 21103301		901 N. 47th St, Suite 400 Rogers, Arkansas 72756	
DRAWN BY: J. BEMBENEK	DATE: 03/15/2022	 Crafton Tull architecture engineering surveying 479.636.4838 f 479.631.6224 f www.craftontull.com	
SHEET: 1 OF 2	CHECKED:		

DRAWING: G:\21103301_TARABIDGE\INFRASTRUCTURE\SURVEY\DWG\21103301_SALLEY_VACATION_EXHIBIT.DWG
 LAYOUT: ---, LAST SAVED: JB5241, 3/24/2022 6:23:59 AM
 LAST PLOTTED BY: JOSHUA BEMBENEK, 3/24/2022 6:24:43 AM ("PLOTTED BY:" VALID ON HARD COPY ONLY)

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	15.01'	S2° 26' 45"W
L2	34.97'	S2° 38' 42"W
L3	50.00'	N2° 38' 54"E
L4	23.07'	S87° 21' 06"E
L5	33.04'	S87° 21' 06"E
L6	177.01'	S27° 24' 51"W
L7	130.82'	S5° 16' 26"W
L8	150.46'	S5° 10' 09"E
L9	30.28'	N87° 18' 14"W
L10	149.06'	N5° 10' 09"W
L11	139.44'	N5° 16' 26"E
L12	169.04'	N27° 24' 51"E
L13	20.00'	N87° 16' 08"W
L14	20.00'	S87° 19' 43"E

PROJECT NO.: 21103301		 Crafton Tull architecture engineering surveying 901 N. 47th St, Suite 400 Rogers, Arkansas 72756 479.636.4838 t 479.631.6224 f www.craftontull.com
DRAWN BY: J. BEMBENEK	DATE: 03/15/2022	
SHEET: 2 OF 2	CHECKED:	



Agenda Item Form

Date of City Council Meeting	8/9/2022
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 August 23, 2022 for vacating Street Right of Way and establishing a Utility Easement requested by Diana Gibson at 729 NE A Street, Demings 2nd Addition (VAC22-0008).					

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



Legend

Easement Vacations

Representation: THECAN.DBO.Easement_Vacations_Rep

Utility Dedication



VAC22-0008
PROPOSED UTILITY EASEMENT (3)



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 Diana Gibson requesting a Street Right of Way vacation and establishing a Utility & Drainage Easement (VAC22-0008) within the City of Bentonville, Arkansas be vacated, which said easement is described as follows:

AT BOOK B, PAGE 24, DEMINGS 2ND ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF BEGINNING AT THE SOUTHEAST CORNER OF A 20 FOOT PLATTED ALLEY FILED IN BOOK B OF PAGE 24; THENCE S 67°58'35" E 239.77 FEET; THENCE N 23°37'20" E 20.01 FEET; THENCE N 67°58'03" W 183.54 FEET; THENCE N 23°32'08" E 20.01 FEET TO THE POINT OF BEGINNING, CONTAINING 161 SQ FT, .0037 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 easement is set for a hearing on August 23, 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	8/9/2022
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 August 23, 2022 to vacate a Drainage and Utility Easement located at Demings 2nd Addition, Block 24 Lot 27 201 NE 7th Street (VAC22-0022).

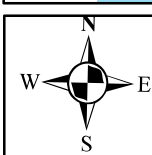
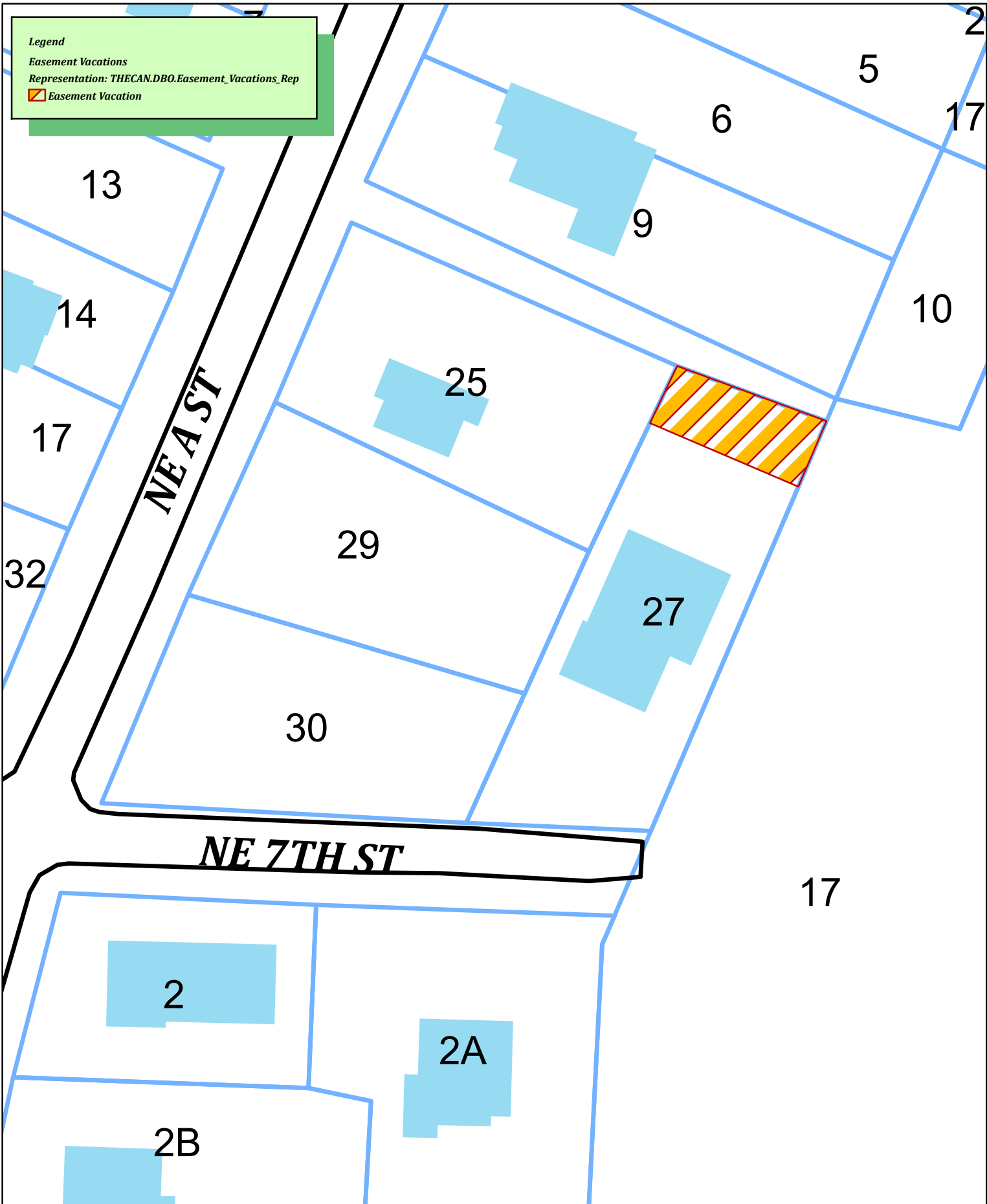
Estimated Cost	
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Is this Item Budgeted?	☐ Yes ☐ No
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If no, please explain how item will be funded (briefly explain in space below) :

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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 Maurice Wallis requesting drainage and utility easement vacation within the City of Bentonville, Arkansas be vacated, which said drainage and utility easement is described as follows:

A 25' Drainage & Utility Easement squarely off the Northeast side of Lot 27 Block 24 of Deming's 2nd Addition as shown on Plat Record Book 'P' Page 210 and filed for record at the Benton County Clerk's Office, Benton County, Arkansas.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on August 23, 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	8/9/2022
Department	Engineering
Submitted by	Dan Weese
Phone	(479) 254-2024

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution allowing the Mayor to enter into a professional services agreement with Pinnacle Consulting Management Group, Inc. for property acquisition services for SE Walton Blvd and SE Medical Center Pkwy (PIIP22-0037, MUNIS 21ST0007). The cost of this agreement will be \$50,100.00. This firm was selected following the City's standard SOQ selection process for the procurement of professional services in accordance with state law and the City's Purchasing Policy.					

Estimated Cost	\$50,100.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
This project is part of the Bond program.	



Memorandum



To: Mayor and City Council

From: Dan Weese, Deputy Director of Transportation

Date: Thursday, July 28, 2022

Re: Property Acquisition PSA for SE Walton Blvd and SE Medical Center Pkwy (PIIP22-0037, MUNIS 21ST0007)

Staff requests approval of a resolution allowing the Mayor to enter into a Profession Service Agreement (PSA) with Pinnacle Consulting Management Group, Inc. for property acquisition services for SE Walton Blvd and SE Medical Center Pkwy (PIIP22-0037, MUNIS 21ST0007).

Pinnacle Consulting Management Group, Inc. has been selected to perform all related property acquisition services needed for SE Walton Blvd and SE Medical Center Pkwy (PIIP22-0037, MUNIS 21ST0007). These services include, but are not limited to, administrative services, title services, appraisals and appraisal reviews, waiver valuations, negotiations services, and closing services.

The PSA amount for this work is \$50,100.00.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My email is dweese@bentonvillear.com and my telephone number is (479) 254-2024.



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **SE Walton Blvd and SE Medical Center Pkwy (PIIP22-0037; MUNIS 21ST0007)** (“PROJECT”)

THIS AGREEMENT (“AGREEMENT”) is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as “CITY”, and Pinnacle Consulting Management Group, Inc., hereinafter referred to as “SERVICE PROVIDER” (collectively, the “PARTIES”).

The PARTIES have caused this AGREEMENT to be effective this _____ (Month, Day, and Year) (“EFFECTIVE DATE”).

RECITALS:

- A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the ACQUISITION SERVICE PROVIDER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The ACQUISITION SERVICE PROVIDER has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The ACQUISITION SERVICE PROVIDER wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and ACQUISITION SERVICE PROVIDER agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, ACQUISITION SERVICE PROVIDER agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

ACQUISITION SERVICE PROVIDER shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

- A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.
- B. ACQUISITION SERVICE PROVIDER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- C. CITY agrees to pay ACQUISITION SERVICE PROVIDER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ACQUISITION SERVICE PROVIDER in accordance with this AGREEMENT.
- D. All fees paid to ACQUISITION SERVICE PROVIDER shall be based on invoices submitted by ACQUISITION SERVICE PROVIDER for work performed under this AGREEMENT, less any previous payments. ACQUISITION SERVICE PROVIDER shall submit invoices for services related to this AGREEMENT on a monthly basis.
- E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ACQUISITION SERVICE PROVIDER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify ACQUISITION SERVICE PROVIDER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ACQUISITION SERVICE PROVIDER shall immediately make every effort to settle the disputed portion of the invoice.

- F. In the event that the CITY becomes credibly informed that any representations of ACQUISITION SERVICE PROVIDER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ACQUISITION SERVICE PROVIDER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.
- G. If the CITY fails to make any payment, not in dispute, due to ACQUISITION SERVICE PROVIDER within thirty (30) days after receipt of an invoice, then the amount due to the ACQUISITION SERVICE PROVIDER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ACQUISITION SERVICE PROVIDER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ACQUISITION SERVICE PROVIDER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

- A. ACQUISITION SERVICE PROVIDER shall during the term hereof maintain in full force and effect the following insurance:
 - 1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ACQUISITION SERVICE PROVIDER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
 - 2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ACQUISITION SERVICE PROVIDER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
 - 3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ACQUISITION SERVICE PROVIDER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
 - 4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
 - 1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
 - 2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
 - 3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.
- C. ACQUISITION SERVICE PROVIDER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing

the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

- A. CITY will obtain and/or furnish right-of-access for ACQUISITION SERVICE PROVIDER to perform any necessary investigations in relation to the PROJECT.
- B. ACQUISITION SERVICE PROVIDER will take reasonable precautions to minimize damage to the personal or real property in the performance of such investigations.
- C. CITY recognizes that ACQUISITION SERVICE PROVIDER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ACQUISITION SERVICE PROVIDER, at no additional cost to the CITY. In the event that ACQUISITION SERVICE PROVIDER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ACQUISITION SERVICE PROVIDER.

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, and other documents, including those in electronic form, prepared by ACQUISITION SERVICE PROVIDER and its ACQUISITION SERVICE PROVIDERS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ACQUISITION SERVICE PROVIDER and its ACQUISITION SERVICE PROVIDERS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ACQUISITION SERVICE PROVIDER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ACQUISITION SERVICE PROVIDER's proprietary standard details that were developed by the ACQUISITION SERVICE PROVIDER prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. ACQUISITION SERVICE PROVIDER shall, upon completion of the services and full payment for the ACQUISITION SERVICE PROVIDER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ACQUISITION SERVICE PROVIDER pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including plans, drawings, reports, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ACQUISITION SERVICE PROVIDER, its employees,

associates, agents and ACQUISITION SERVICE PROVIDERs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ACQUISITION SERVICE PROVIDER, its employees, contractor, agents and ACQUISITION SERVICE PROVIDERs.

- F. ACQUISITION SERVICE PROVIDER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with ACQUISITION SERVICE PROVIDER's FEES.

ARTICLE IX - SAFETY

- A. CITY agrees to inform ACQUISITION SERVICE PROVIDER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ACQUISITION SERVICE PROVIDER shall communicate to its employees. ACQUISITION SERVICE PROVIDER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. ACQUISITION SERVICE PROVIDER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ACQUISITION SERVICE PROVIDER's performance of this AGREEMENT.

ARTICLE X - TERMINATION

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to ACQUISITION SERVICE PROVIDER. In the event suspension or termination is without cause, payment to ACQUISITION SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the ACQUISITION SERVICE PROVIDER, and in the event the CITY and ACQUISITION SERVICE PROVIDER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ACQUISITION SERVICE PROVIDER's services hereunder at no additional cost other than the payment to ACQUISITION SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ACQUISITION SERVICE PROVIDER prior to such termination date.
- C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ACQUISITION SERVICE PROVIDER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ACQUISITION SERVICE PROVIDER under this AGREEMENT. In such event, CITY will notify ACQUISITION SERVICE PROVIDER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to ACQUISITION SERVICE PROVIDER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, ACQUISITION SERVICE PROVIDER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of ACQUISITION SERVICE PROVIDER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ACQUISITION SERVICE PROVIDER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

- A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.
- B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the ACQUISITION SERVICE PROVIDER, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with ACQUISITION SERVICE PROVIDER's actions. All services to be performed by the ACQUISITION SERVICE PROVIDER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ACQUISITION SERVICE PROVIDER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

- A. CITY and ACQUISITION SERVICE PROVIDER agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, ACQUISITION SERVICE PROVIDER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ACQUISITION SERVICE PROVIDER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - APPLICABLE LAWS

ACQUISITION SERVICE PROVIDER shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will

be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas,

ARTICLE XVI - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ACQUISITION SERVICE PROVIDER's services.

ARTICLE XVII - SEVERABILITY

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.
- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XVIII - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed:**

Fifty thousand one hundred dollars and zero cents

\$ 50,100.00, unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ACQUISITION SERVICE PROVIDER.

IN WITNESS THEREOF, the CITY and ACQUISITION SERVICE PROVIDER have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	Pinnacle Consulting Management
CITY	Group, Inc.
	ACQUISITION SERVICE PROVIDER
BY	BY: Aaron Adkins
MAYOR	Senior Vice President
TITLE	TITLE
6/27/2022	
DATE SIGNED	DATE SIGNED

APPENDIX A PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

APPENDIX B SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the ACQUISITION SERVICE PROVIDER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the ACQUISITION SERVICE PROVIDER in accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the ACQUISITION SERVICE PROVIDER.

SERVICES BY THE ACQUISITION SERVICE PROVIDER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to property acquisition
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Subcontracting of services by the ACQUISITION SERVICE PROVIDER shall have prior approval of the CITY.

APPENDIX C

SCHEDULE OF FEES AND SERVICES, KEY MILESTONES, AND DURATIONS FOR MAJOR TASKS

Schedule of Rates (Unit Price per Tract)			
Service	\$ / Tract	# of Tracts	Total
Title & Closing Services			
Title Commitment - 30 Year Title Search	\$750.00	5	\$3,750.00
Closing Services	\$850.00	5	\$4,250.00
Initial Appraisal Services			
Restricted Appraisal – Commercial Property	\$1,950.00	3	\$5,850.00
Detailed Appraisal – Commercial Property	\$2,750.00	2	\$5,500.00
Initial Appraisal Review Services			
Restricted Appraisal – Commercial Property	\$1,400.00	3	\$4,200.00
Detailed Appraisal – Commercial Property	\$2,400.00	2	\$4,800.00
Negotiation & Waiver Valuation Services			
Negotiation Services	\$4,350.00	5	\$21,750.00
Total			\$50,100.00

Milestone Payment Schedule	
Item	Schedule
Title & Closing Services	
Title Commitment - 30 Year Title Search	Monthly - Per Tract 100% of Title Fee for Title Certificates or Commitments completed in the previous month
Closing Services	Provided to title company along with acquisition funds prior to closing
Initial Appraisal Services	
Waiver Valuation or Appraisal	Monthly - Per Tract 100% of the Fee for appraisal or waiver valuations reviewed and approved in the previous month
Initial Appraisal Review Services	
Appraisal Review	Monthly - Per Tract 100% of the Appraisal Review Fee for appraisals reviewed and approved in the previous month

Negotiation & Waiver Valuation Services	
Negotiation Services	Monthly – Per Tract 25% Upon Presentation of Offer 25% When Contract to Sell is signed or the Tract is recommended for condemnation 50% After the Contract to Sell has been accepted by the City or Condemnation proceedings have been approved and a fully documented acquisition file has been submitted

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO AN AGREEMENT WITH PINNACLE CONSULTING
MANAGEMENT GROUP, INC., FOR PROPERTY ACQUISITION
SERVICES FOR SE WALTON BOULEVARD AND SE MEDICAL
CENTER PARKWAY, IN THE AMOUNT OF FIFTY THOUSAND ONE
HUNDRED DOLLARS (\$50,100.00); AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville has a need to perform capital improvement projects for the City of Bentonville, Arkansas;

WHEREAS, The City has selected the property acquisition service provider for the SE Walton Boulevard and SE Medical Center Parkway projects using the procedures as set forth in Ark. Code Ann. § 19-11-800; and

WHEREAS, the City wishes to contract for Professional Services with the selected provider.

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 an agreement with Pinnacle Consulting Group, Inc. for property acquisition services for SE Walton Blvd and SE Medical Center Pkwy (PIIP22-0037; MUNIS ST210007) in the amount of fifty thousand one hundred dollars (\$50,100.00);

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 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	8/9/2022
Department	Transportation
Submitted by	Dennis Birge
Phone	(479) 271-5964

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution allowing the Mayor and City Clerk to accept the transfer of certain ARDOT property to the City of Bentonville to facilitate current and future Transportation projects.					

Estimated Cost	\$0.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	



Memorandum

To: Mayor and City Council
From: Dennis Birge, Transportation Director
Date: Friday, July 29, 2022
Re: ARDOT Transfer of Ownership of Certain Properties



Staff supports and request approval of a Resolution to allow the Mayor to accept the transfer of ownership of certain ARDOT property for current and future Transportation uses. In 2021 the City requested certain properties as shown on the exhibit aerials to be transferred from ARDOT to the City. This transfer would facilitate current and future Transportation/Bond projects.

The areas in this request can be seen in the attached aerial exhibit drawings. These areas would be required to stay in Transportation uses (streets, trails, bus stops, etc...).

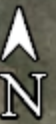
Please contact me with any questions or concerns regarding this request. My telephone number is (479) 271-5964 or I can be reached via email at dbirge@bentonvillear.com

TRACT 109R PROPOSED
FOR RELEASE

TRACT 87R PROPOSED
FOR RELEASE

JOB 090376
HWY. 62/102 - INTCHG. IMPVTS. &
8TH STREET WIDENING
(BENTONVILLE)
BENTON COUNTY
LOCATION SKETCH
TRACTS 87R & 109R

EXHIBIT "C" Sheet 1 of 2



Untitled Map

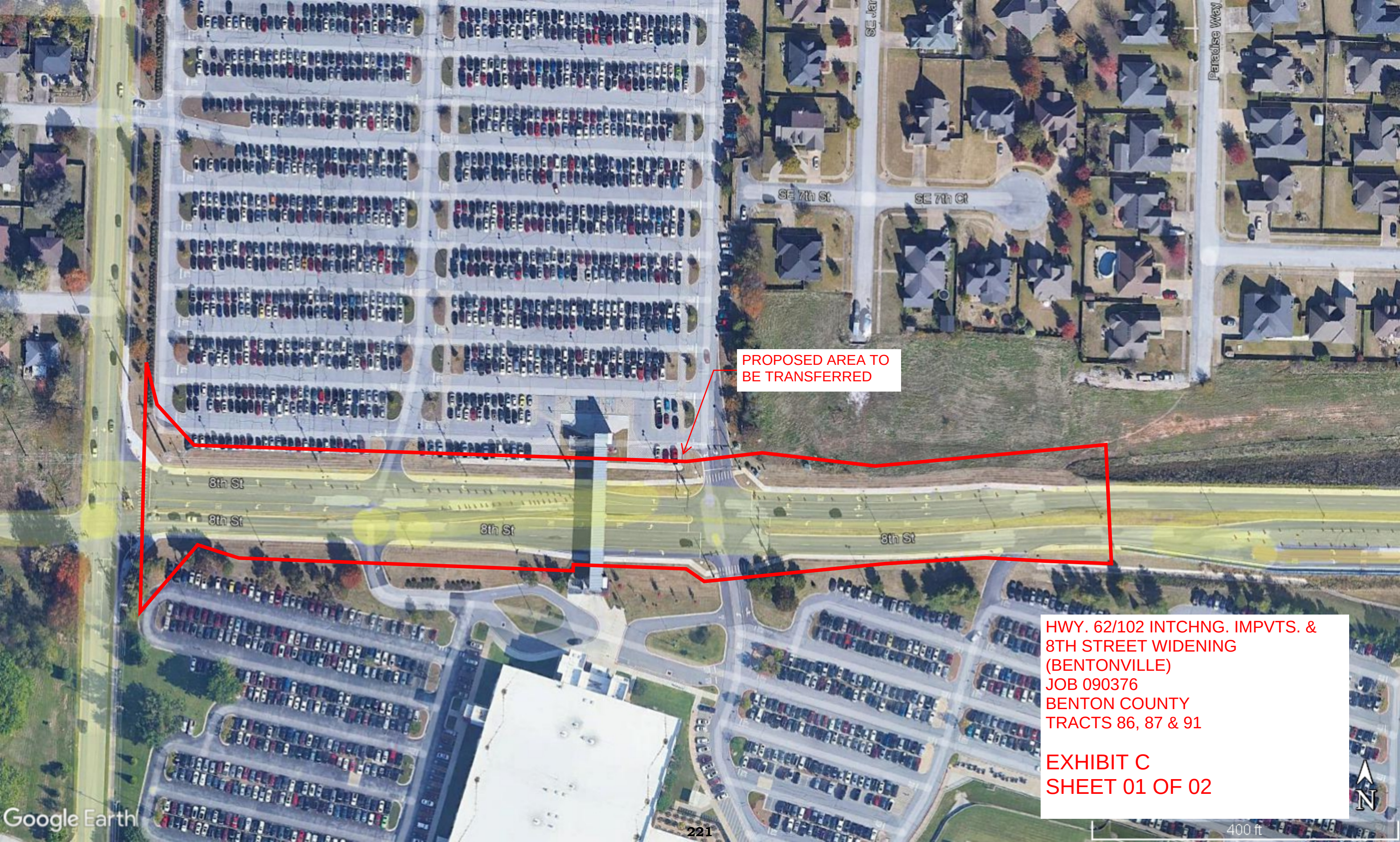
Write a description for your map.

Legend

TRACT 88R
PROPOSED FOR
RELEASE

JOB 090376
HWY. 62/102 - INTCHG. IMPVTS &
8TH STREET WIDENING
(BENTONVILLE)
LOCATION SKETCH
TRACT 88R
EXHIBIT "C" SHEET 1 OF 2



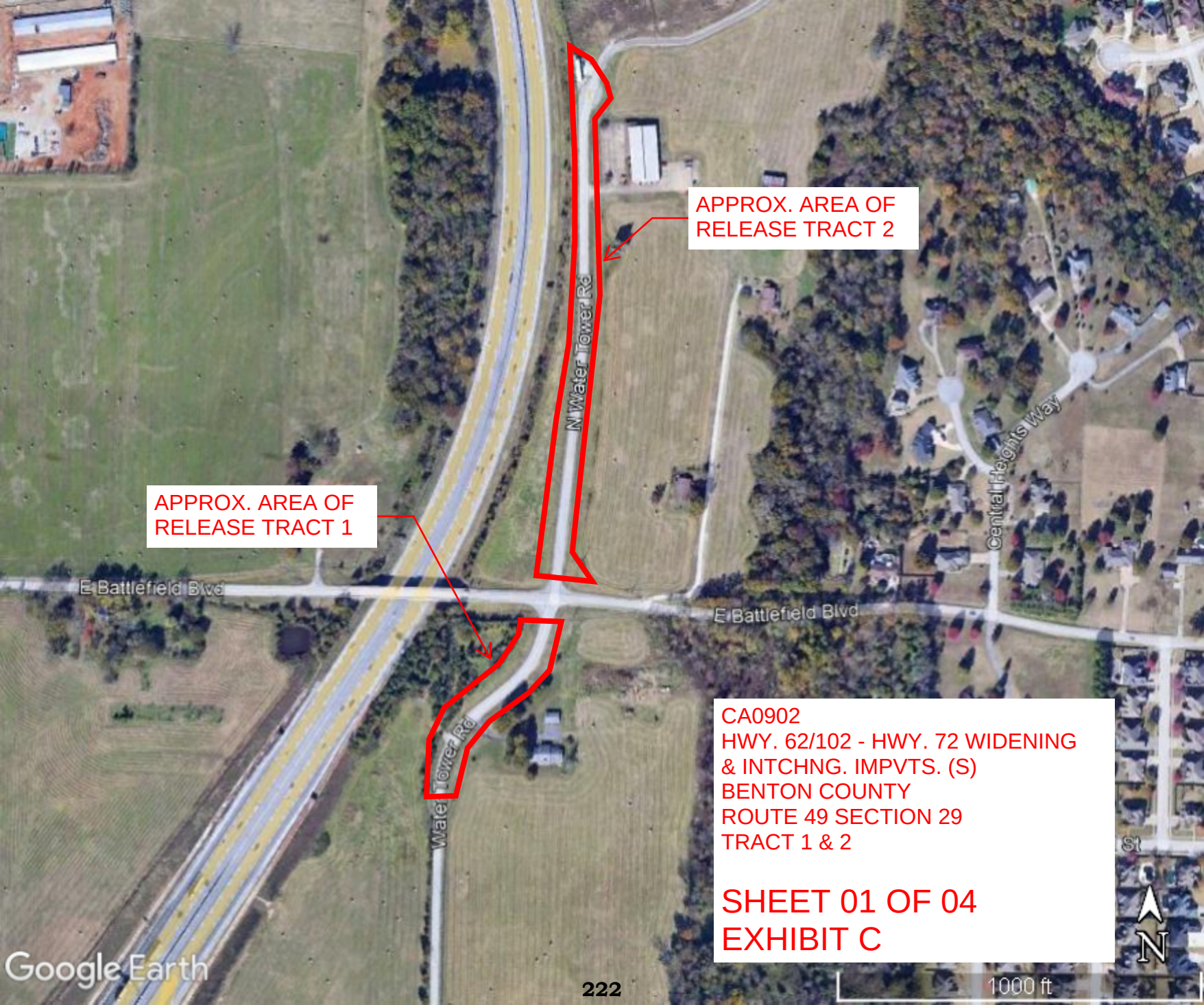


PROPOSED AREA TO
BE TRANSFERRED

HWY. 62/102 INTCHNG. IMPVTS. &
8TH STREET WIDENING
(BENTONVILLE)
JOB 090376
BENTON COUNTY
TRACTS 86, 87 & 91

EXHIBIT C
SHEET 01 OF 02





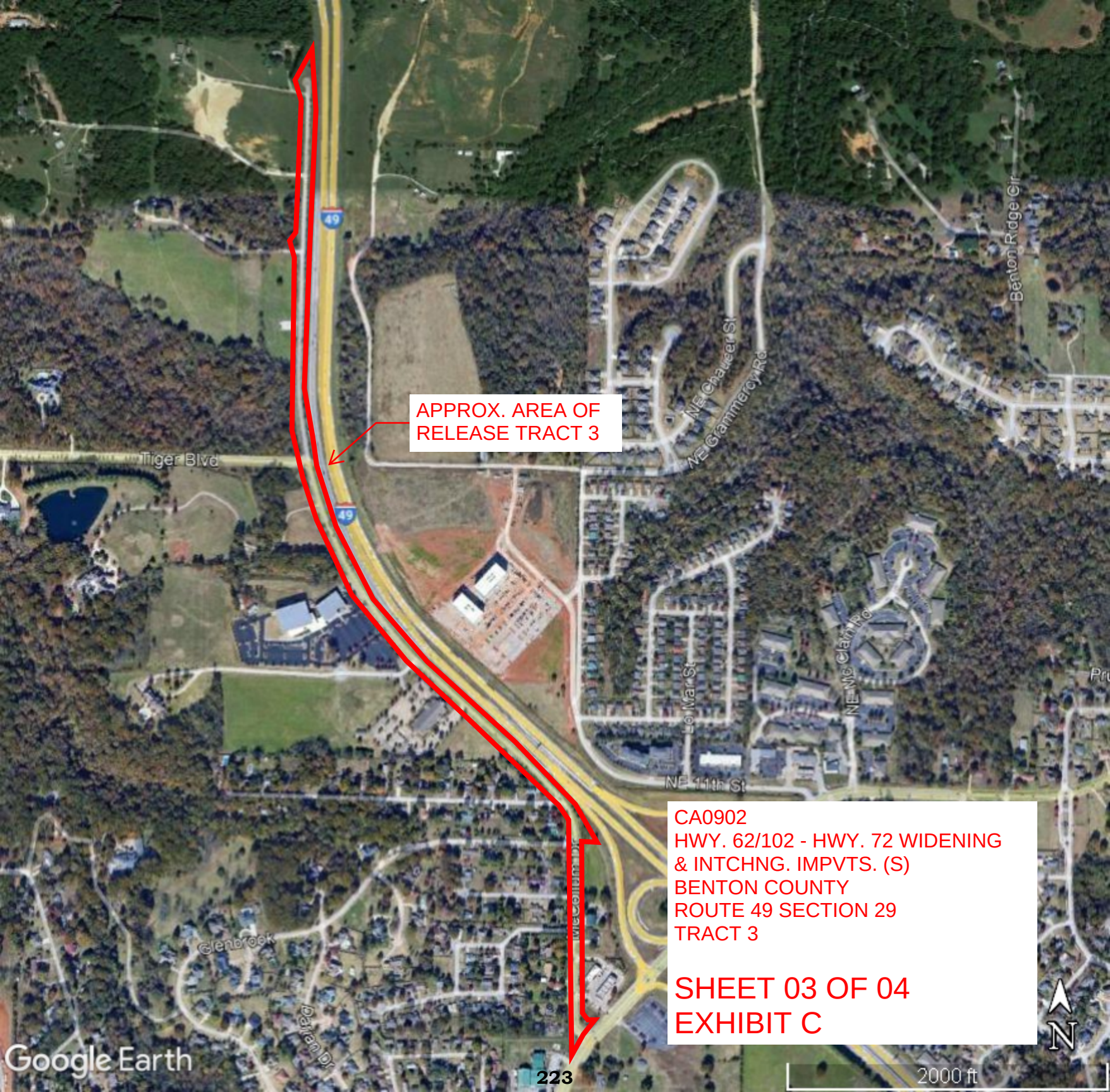
APPROX. AREA OF
RELEASE TRACT 1

APPROX. AREA OF
RELEASE TRACT 2

CA0902
HWY. 62/102 - HWY. 72 WIDENING
& INTCHNG. IMPVTS. (S)
BENTON COUNTY
ROUTE 49 SECTION 29
TRACT 1 & 2

SHEET 01 OF 04
EXHIBIT C





APPROX. AREA OF
RELEASE TRACT 3

CA0902
HWY. 62/102 - HWY. 72 WIDENING
& INTCHNG. IMPVTS. (S)
BENTON COUNTY
ROUTE 49 SECTION 29
TRACT 3

SHEET 03 OF 04
EXHIBIT C





SE 8th St

Delwhite Dr

8th St

SURPLUS PROPERTY
RELEASE AREA

Lockwood St

090218
PROPERTY RELEASE
FORMER ARKANSAS MISSOURI RAILROAD
BENTON COUNTY
EXHIBIT "C"
SHEET 01 OF 02

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO
ACCEPT THE TRANSFER OF CERTAIN PROPERTY FROM THE
ARKANSAS DEPARTMENT OF TRANSPORTATION TO FACILITATE
CURRENT AND FUTURE CITY OF BENTONVILLE
TRANSPORTATION PROJECTS; AND FOR OTHER PURPOSES.**

WHEREAS, the Arkansas Department of Transportation has agreed to transfer ownership of certain properties to the City of Bentonville in order to facilitate current and future transportation projects; and

WHEREAS, it is in the City's interest to accept ownership of these properties.

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

Section 1: That the Mayor and City Clerk should be and are hereby authorized to accept the transfer of certain property from the Arkansas Department of Transportation in order to facilitate current and future City transportation projects, as shown in the ArDOT Property Transfer Exhibit;

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	8/9/2022
Department	Transportation
Submitted by	Dennis Birge
Phone	(479) 271-5964

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☒ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution allowing the Mayor and City Clerk to approved change order #1 to Flintco for the SW Bright Road project. This change will increase the contract price by \$297,431.00.					

Estimated Cost	\$297,431.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
This project and change order are funded through the Street Bond fund.	



Memorandum



To: Mayor and City Council
From: Dennis Birge, Transportation Director
Date: Friday, July 29, 2022
Re: Change Order #1 for SW Bright Road Project

Staff supports and request approval of a Resolution to allow the Mayor to approve change order #1 to Flintco for the SW Bright Road Project.

This change order will allow for signal upgrades that were not accounted for in the initial bid package for the project and will also allow for the replacement of an existing corrugated metal culvert with the placement of a concrete pipe structure that will now be within our code requirements.

Please contact me with any questions or concerns regarding this request. My telephone number is (479) 271-5964 or I can be reached via email at dbirge@bentonvillear.com



Flintco, LLC
184 E. Fantinel Blvd.
Springdale, AR 72762

479-750-4565 | Office
479-750-4690 | Fax

July 29th, 2022

Dennis Birge, PE
Transportation Director
City of Bentonville
3200 SW Municipal Drive
Bentonville, AR 72712

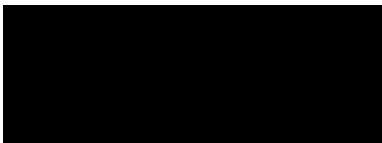
Bright Road Extension – Prime Contract Change Order 001 – Traffic Signal Changes

Mr. Birge,

We are glad to be working with the city of Bentonville on this project and look forward to providing this community with a new road. Flintco, LLC is pleased to present the attached change order for the Bright Road Extension project totaling \$297,431.00. This will cover completion of the traffic signals at the intersection of Bright Road and SW Regional Airport Road according to the revised plans and replacement of the existing 48" corrugated metal pipe (CMP) that will be beneath Bright Road with reinforced concrete pipe (RCP) to meet city standards.

Please let us know if you have any questions or comments on the attached change order or provide written approval on the prime contract change order document.

Sincerely,



Caleb Posey, P.E.
Assistant Project Manager
Flintco, LLC



**Owner Change Order****Change Order Number: 001**

City of Bentonville - Bright Road Extension
SW 28th St
Bentonville, Arkansas 72712

Flintco LLC (40-000)
Project # 21111-010

Date: 7/29/2022

To Owner:
City of Bentonville
305 SE A Street
Bentonville, Arkansas 72712

Contract Number: 1
Contract Date: 12/08/2021

The Contract is hereby revised by the following items:

PCO #007 - CE #017 - Traffic Signal Changes

CE #	Detail Description	Amount
017	Revise traffic signal scope of work to match traffic signal drawings that were updated per the AR-DOT and city of Bentonville comments.	\$141,597.30
	General Liability Insurance:	\$991.18
	Builders Risk Insurance:	\$256.66
	Subcontractor Default Insurance:	\$2,142.68
	General Contractor Bond:	\$1,126.56
	CM Fee:	\$8,766.62
	PCO Total:	\$154,881.00

PCO #011 - Replace 48" CMP with RCP

CE #	Detail Description	Amount
023	Replace 48" CMP that will be below Bright Road with RCP per ASI 10.	\$130,324.23
	General Liability Insurance:	\$912.27
	Builders Risk Insurance:	\$236.23
	Subcontractor Default Insurance:	\$1,972.09
	General Contractor Bond:	\$1,036.87
	CM Fee:	\$8,068.31
	PCO Total:	\$142,550.00

The original Contract Value	\$4,447,924.00
Sum of changes by prior Prime Contract Change Orders	\$0.00
The Contract Value prior to this Prime Contract Change Order	\$4,447,924.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of	\$297,431.00
The new Contract Value including this Prime Contract Change Order will be	\$4,745,355.00
The Contract duration will be changed by	

Flintco, LLC

CONTRACTOR

184

Spri

Add

By

SIGNATURE

DATE

7-28-22

City of Bentonville

OWNER

305 SE A Street

Bentonville, Arkansas 72712

Address

By

SIGNATURE

DATE



TRAFFIC & LIGHTING SYSTEMS, LLC

P.O. Box 14788
Oklahoma City, OK 73113
(405) 524-1341

To:	Flintco, LLC - Springdale	Contact:	John English
Address:	184 Fantinel Dr. Springdale, AR 72762	Phone:	(479) 750-4565
		Fax:	
Project Name:	28th Street Park And Bright Road Extension	Bid Number:	
Project Location:	SW 28th St & SW Maple Road, Bentonville, AR	Bid Date:	10/5/2021

Proposal includes items per Bentonville Traffic Signal Intersection Speciation

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01 - Contract Changes					
01007	ELECTRICAL CONDUCTORS-in-CONDUIT (1C/8 A.W.G., E.G.C.)	2.00	LF	\$6.30	\$12.60
01008	ELECTRICAL CONDUCTORS-in-CONDUIT (1C/12 A.W.G., E.G.C.)	55.00	LF	\$3.90	\$214.50
01009	TRAFFIC SIGNAL CABLE (5C/14 A.W.G.)	385.00	LF	\$5.00	\$1,925.00
01010	TRAFFIC SIGNAL CABLE (7C/14 A.W.G.)	-34.00	LF	\$6.00	(\$204.00)
01011	TRAFFIC SIGNAL CABLE (20C/14 A.W.G.)	-7.00	LF	\$9.00	(\$63.00)
01012	NON-METALLIC CONDUIT (3")	39.00	LF	\$60.00	\$2,340.00
01013	NON-METALLIC CONDUIT (1.25")	39.00	LF	\$20.00	\$780.00
01014	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (38')	-1.00	EACH	\$35,000.00	(\$35,000.00)
01015	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (44')	-1.00	EACH	\$37,500.00	(\$37,500.00)
01020	VIDEO CABLE (EXTERIOR CAT 5E)	32.00	LF	\$4.00	\$128.00
01023	CONCRETE PULL BOX (TYPE 2 HD)	-1.00	EACH	\$1,700.00	(\$1,700.00)
01024	TRAFFIC SIGNAL CONTROLLER MODIFICATION	-1.00	EACH	\$2,500.00	(\$2,500.00)
Total Price for above 01 - Contract Changes Items:					(\$71,566.90)

02 -ASI#2 Changes 12-9-2021

02001	SYSTEM LOCAL CONTROLLER TS 2-TYPE 2 (8 PHASES)	1.00	EACH	\$35,000.00	\$35,000.00
02002	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (40')	1.00	EACH	\$36,000.00	\$36,000.00
02003	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (46')	1.00	EACH	\$39,000.00	\$39,000.00
02004	ELECT.COND. FOR LUMINAIRES	55.00	LF	\$3.00	\$165.00
02005	VIDEO DETECTOR (CLR)	1.00	EACH	\$3,600.00	\$3,600.00
02006	TRAFFIC SIGNAL HEAD BACKPLATE RETROREFLECTIVE BORDER	9.00	EACH	\$400.00	\$3,600.00
Total Price for above 02 -ASI#2 Changes 12-9-2021 Items:					\$117,365.00

Total Bid Price: \$45,798.10

Notes:

- Due to the volatility in the steel market, we will tie our base steel pricing to the Commodities Research Unit (CRU) index. Should the CRU pricing rise beyond the quoted base pricing term, we reserve the right to evaluate and re-quote as necessary.
- The above prices do not include Performance and Payment Bond. Add 1% if bonds are required.
- Rate of retainage to be the same as Owner holds on Prime Contractor.
- All items and sections of this quotation are tied together and may not be selected individually without prior consent from TLS.
- Prime Contractor to be responsible for all Construction Traffic Control Signs and Devices for our Workzones.
- Prime Contractor to be responsible for Construction Staking and Elevations for our work.
- Prime Contractor to be responsible for GPS As-built Survey.
- This quotation does not include any removal or replacement of hardscape that may be required for the installation of our items.

- Prime Contractor to be responsible for any Construction Testing.
- We exclude restoration and repair of Right of Way damaged by our operations.
- Prime Contractor to provide safe and reasonable ingress and egress for our work areas.
- Prime Contractor to be responsible for the removal of existing foundations.
- Prime contractor responsible for removal of spoils from our excavations.
- The above prices include all cost for Electrical Permits and Inspection Fees if required.
- Delivery for the major electrical equipment is 14 to 16 weeks after receipt of approved submittals.
- All work will be done in accordance with the Plans and Specifications.
- **This quotation is firm for 30 days.**

Payment Terms:

Terms for Payment are NET 30 days from date of our invoice.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

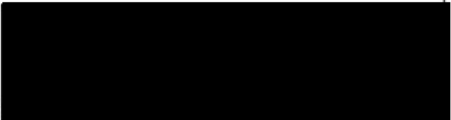
Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

TLS

Authorized Signature: 

Estimator: Bill H. Byers
(479) 419-9320 estimating@tlsokc.com



**TRAFFIC &
LIGHTING
SYSTEMS, LLC**

P.O. Box 14788
Oklahoma City, OK 73113
(405) 524-1341

To:	Flintco, LLC - Springdale	Contact:	John English
Address:	184 Fantinel Dr. Springdale, AR 72762	Phone:	(479) 750-4565
Project Name:	28th Street Park And Bright Road Extension	Fax:	
Project Location:	SW 28th St & SW Maple Road, Bentonville, AR	Bid Number:	
		Bid Date:	10/5/2021

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
03-Revised Plans 3.22.2022					
03001	VIDEO CABLE	228.00	LF	\$7.65	\$1,744.20
03002	VIDEO DETECTOR (NEXT)	1.00	EACH	\$3,600.00	\$3,600.00
03003	HYBRID VIDEO/RADAR DETECTOR (VECTOR)	2.00	EACH	\$9,000.00	\$18,000.00
03004	VANTAGENEXT CENTRAL CONTROL UNIT (4 CHANNEL)	1.00	EACH	\$30,000.00	\$30,000.00
03005	ADA PED PUSHBUTTON ASSEMBLY (APS)	8.00	EACH	\$965.00	\$7,720.00
03006	POLARA CENTRAL CONTROL UNIT	1.00	EACH	\$5,235.00	\$5,235.00
03007	BATTERY BACKUP SYSTEM	1.00	EACH	\$12,000.00	\$12,000.00
03008	GPS EMERGENCY PREEMPTION SYSTEM	1.00	EACH	\$17,500.00	\$17,500.00

Total Price for above 03-Revised Plans 3.22.2022 Items: \$95,799.20

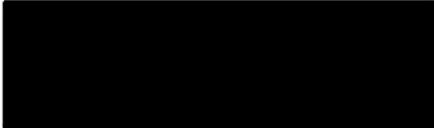
Total Bid Price: \$95,799.20

Notes:

- The above prices do not include Performance and Payment Bond. Add 1% if bonds are required.
- Rate of retainage to be the same as Owner holds on Prime Contractor.
- All items and sections of this quotation are tied together and may not be selected individually without prior consent from TLS.
- Prime Contractor to be responsible for all Construction Traffic Control Signs and Devices for our Workzones.
- Prime Contractor to be responsible for Construction Staking and Elevations for our work.
- Prime Contractor to be responsible for GPS As-built Survey.
- This quotation does not include any removal or replacement of hardscape that may be required for the installation of our items.
- Prime Contractor to be responsible for any Construction Testing.
- We exclude restoration and repair of Right of Way damaged by our operations.
- Prime Contractor to provide safe and reasonable ingress and egress for our work areas.
- Prime Contractor to be responsible for the removal of existing foundations.
- Prime contractor responsible for removal of spoils from our excavations.
- We will provide insurance based on ODOT 2019 Specification 107.12(a - d).
- The above prices include all cost for Electrical Permits and Inspection Fees if required.
- Delivery for the major electrical equipment is 14 to 16 weeks after receipt of approved submittals.
- All work will be done in accordance with the Plans and Specifications.
- **Due to the volatility in the steel market, we will tie our base steel pricing to the Commodities Research Unit (CRU) index. Should the CRU pricing rise beyond the quoted base pricing term, we reserve the right to evaluate and re-quote as necessary.**
- This quotation is firm for 30 days.

Payment Terms:

Terms for Payment are NET 30 days from date of our invoice.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: TLS  Authorized Signature: _____ Estimator: Bill H. Byers (479) 419-9320 estimating@tlsokc.com
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**100% EMPLOYEE OWNED**

5184 North Oak | Springdale, AR 72764 | o 417-833-9915

Change Order Proposal

Page 1 of 1

Attn: Caleb Posey		Change Order #	
Proposal Submitted To: Flintco	Phone (479) 750-4565	Fax	Other
Street 184 Fantinel Dr.	Job Name 28th Street Park & Bright Road		
City, State, & Zip Code Springdale, AR 72762	Job Location Bentonville, AR		
E-Mail caleb.posey@flintco.com	Architect / Engineer EDG	Date of Plans 9/10/21	Addendums Acknowledged
WORK TO INCLUDE:			
LINE ITEM :	LINE ITEM DESCRIPTION		
1	Remove CMP	1 LS	\$ 9,200.00 \$ 9,200.00
2	48" RCP	1 LS	\$ 115,191.73 \$ 115,191.73
	- Class 3 RCP - #67 Stone Bedding with Base Rock Backfill Under Pavement - Spoils to be Left On-Site		
3	Connect to Existing Boxes	1 LS	\$ 932.50 \$ 932.50
	- Saw Cut & Pour Collars on South Box and NE Curb Inlet		
4	6' x 6' Junction Box	1 LS	\$ 5,000.00 \$ 5,000.00
	- Box Bottom for New RCP Pipe - Box Top Cost Covered in Base Bid		
Total:	48" Pipe Replacement:		\$130,324.23
5	4' Inlet Extension	1 LS	\$ 2,000.00 \$ 2,000.00
Total:	Raise Storm for Gas:		\$2,000.00
Total:			\$132,324.23
Estimator Cody Vandegriffe C: (573) 881-7894 cody.vandegriffe@emerysapp.com			
Acceptance of Proposal		The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	
Authorized Signature		Date	
ESS Final Acceptance of Proposal			
Signature		Date	

Owner Initials: _____

ESS Rep Initials: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A CHANGE ORDER TO THE AGREEMENT WITH FLINTCO, LLC, FOR ADDITIONAL WORK RELATED TO THE BRIGHT ROAD EXTENSION PROJECT, IN THE AMOUNT OF TWO HUNDRED NINETY-SEVEN THOUSAND FOUR HUNDRED THIRTY-ONE DOLLARS (\$297,431.00); AND FOR OTHER PURPOSES.

WHEREAS, Flintco was previously awarded the contract for the Bright Road Extension project for the City of Bentonville, Arkansas;

WHEREAS, a change order to that contract is requested to allow for additional work, including completion of the traffic signals and replacement of pipe with reinforced concrete; and

WHEREAS, this change order is in the amount of two hundred ninety-seven thousand four hundred thirty-one dollars (\$297,431.00), which will be paid with Street bond funds.

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

Section 1: The Mayor and City Clerk are authorized to execute Change Order One (1) to the contract with Flintco, LLC., for additional work related to the Bright Road Extension Project, in the amount of two hundred ninety-seven thousand four hundred thirty-one dollars (\$297,431.00);

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 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