



Public comments can be submitted by email submitted to cc.comments@bentonville.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@bentonville.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.

***If you would like to attend virtually, please register at the following link by 4:00 p.m. on October 10, 2022:**

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on October 11, 2022:**

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: September 27, 2022

AGENDA

1. Presentation on plans to celebrate Bentonville's sesquicentennial in 2023. **(Monday Night Only)** [\(Page 6\)](#)
2. Presentation on recommendations for managing short term rentals. **(Monday Night Only)** [\(Page 7\)](#)
3. Presentation on the proposed property maintenance code. **(Monday Night Only)** [\(Page 8\)](#)
4. Recognition by City Council of Donna & Gene Reams of 2303 NW Willow Street. The property's landscaping was nominated by a Bentonville resident and is the September Residential Landscaping of the Month award winner. [\(Pages 9-10\)](#)
5. Fire Prevention Week Proclamation. [\(Pages 11-12\)](#)
6. Ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville and assigning same to wards. (Vivian Farm Annexation). [\(Pages 13-29\)](#)

7. Planning:

- 7a. **Ordinance accepting a lot split of Lot 1 of Momentary Addition Phase 2; creating new Lots 3 and 4 of Momentary Addition Phase 2 to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0040) 507 SE E Street.**

[\(Pages 33-38\)](#)

The Planning Commission voted 7-0, recommending approval.

A lot split of existing Lot 1 of Momentary Addition Phase 2, creating new Lots 3 (+/- 17.88 acres) and 4 (+/- 0.75 acres) of Momentary Addition Phase 2. This plat dedicates a sewer easement.

- 7b. **Ordinance accepting a lot split of Lots 4 and 9, Block 2, of Braithwaite Park Addition; creating new Lots 10, 11, and 19, Block 2, of Braithwaite Park Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0043) 1500 Bella Vista Road.**

[\(Pages 39-41\)](#)

The Planning Commission voted 7-0, recommending approval.

A lot split of existing Lots 4 & 9, Block 2, of Braithwaite Park Addition, creating new Lots 10 (+/- 0.24 acres), 11 (+/- 0.38 acres) & 19 (+/- 0.27 acres), Block 2, of Braithwaite Park Addition. This plat dedicates various new utility easements as well as dedicating 35 feet of right-of-way along Bella Vista Road and 25 feet of right-of-way along Melody Lane per the requirements of the Master Street Plan.

- 7c. **Ordinance accepting a lot split of part of Lot 5, Block 4 Railroad Addition; creating new Lot 23, Block 4 of Railroad Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0045) 250 SE B Street.**

[\(Pages 42-44\)](#)

The Planning Commission voted 7-0, recommending approval.

A lot Split of Lot 1 of Part of Lot 5, Block 4 Railroad Addition, creating new Lot 23 (+/-0.12 acres), Block 4 of Railroad Addition. This plat dedicates various new utility easements as well as dedicating right-of-way along SE B Street per the requirements of the Master Street Plan.

- 7d(1). **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: RZ22-0046) 1507 Bella Vista Road.**

(Pages 45-48)

The Planning Commission voted 7-0, recommending approval.

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

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

- 7d(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-O, Residential Office to R-2, Medium Density Two Family and Townhome Residential; and for other purposes (Project Number: RZ22-0046) 1507 Bella Vista Road.**

(Pages 45-50)

The Planning Commission voted 7-0, recommending approval.

The intent of the R-2 District is to encourage 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.

While this request is not consistent with the Future Land Use Plan, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity.

8. **Ordinance adopting the 2021 International Property Maintenance Code® (IPMC®) with local amendments and repealing certain Bentonville Municipal Code sections.**

(Pages 51-99)

9. Resolution allowing the Mayor and City Clerk to enter into a professional services agreement with TischlerBise for an Impact and Capacity Fee Study. The cost of this agreement will be \$90,710.00. This firm was selected following the City's standard selection process for the procurement of professional services in accordance with the City's Purchasing Policy (RFP 22-63). **(Pages 100-120)**
10. Resolution to support the installation of artwork titled "Upper Cut" by artist Alvaro Bonfiglio in Creekside Park. The artwork was selected by the Public Art Advisory Committee as part of a request for proposals and approved by the Parks and Recreation Advisory Board. This is a budgeted item. Memo and proposal attached. **(Pages 121-131)**
11. Utility Board:
 - 11a. Resolution to declare two (2) Meter Reading vehicles surplus, specifically unit 3540-16, a 2015 Dodge Ram 4x4, VIN 3C6JR7ATXFG626470 and unit 3540-14, a 2013 Chevrolet Silverado 1500 4x4, VIN 1GCMKPE7DZ321306 surplus and available for auction. Utility Board approved this item 4-0. **(Pages 132-135)**
 - 11b. Resolution authorizing a budget adjustment for \$8,200.00 due to numerous vehicle repairs this year, as well as known additional repairs needed. Please see attached memorandum for additional information. Utility Board approved this item 4-0. **(Pages 136-139)**
 - 11c. Resolution approving a Budget Adjustment for the purchase of a replacement printer used to print utility bills, notices and letters. Please see attached memorandum for additional information. Utility Board approved this item 4-0. **(Pages 140-143)**
 - 11d. Resolution to award IFB 22-79 for street light installation services to Bill's Electric Inc. on an as needed basis, per the Unit Prices attached. This Contract will be for a one-year term, renewable annually for a maximum term of five years. Approved by Utility Board 4-0. **(Pages 144-169)**
 - 11e. Resolution to award bid IFB 22-83 for fiber material to the Stuart Irby Company and a budget adjustment for \$317,885.24 as shown on the attached bid tabulation. Approved by Utility Board 4-0. **(Pages 170-198)**
12. Resolution authorizing a budget adjustment, in the amount of \$7,892.00, recognizing a donation from the Bentonville/Bella Vista Trailblazers for park improvements at Lake Bentonville. **(Pages 199-202)**
13. Resolution authorizing the Mayor to accept a \$1,000,000.00 contribution from Bentonville Advertising and Promotions Commission (Visit Bentonville) to be used for park projects associated with the Quilt of Parks Project. **(Pages 203-206)**
14. Ordinance authorizing a bid waiver, in the amount of \$394,646.00, to the Trailblazers of NWA for the construction of an emergency access entrance to Slaughter Pen Mountain Bike Park. **(Pages 207-217)**
15. Approval of a Waiver of Bid to purchase required bunker gear from Casco Industries per the unit prices (plus 10% price increase) through participation in a cooperative purchase led by the NWA PPE Committee, consisting of NWA Fire Departments as the purchasing agencies. **(Pages 218-240)**

16. Ordinance amending Ordinance 2022-118 to increase the purchase price of the Med-Stat mini ambulance. The original ordinance was for \$72,619.00, and the amended ordinance will be \$74,079.00. This is an increase of \$1,460.00, and still under the budgeted amount for the 2022 budget. **(Pages 241-246)**
17. Resolution setting a public hearing for October 25, 2022, for Alley Right of Way Vacation requested for Block 8 of Dunn & Davis Addition (VAC22-0024). **(Pages 247-250)**
18. Resolution setting a public hearing for October 25, 2022, for a Utility Easement Vacation located at Demings 2nd Addition, Block 24 Lot 27 (201 NE 7th Street, (VAC22-0025). **(Pages 251-253)**
19. Resolution to amend the currently approved Budget Adjustment (Resolution 4-12-22M), correcting the adjustment to allow for Street Bond funds in lieu of General and Street Funds for the City's \$6,234,119.91 portion of this project. **(Pages 254-260)**
20. Resolution amending the Budget Adjustment previously authorized as part of Resolution 1-25-22G. The previous Budget Adjustment allocated \$132,274.00 from Street Fund Reserves for the City's 55% matching responsibility; however, there had already been a 2022 Budget Line Item for this expense in the amount of \$154,000.00. All other components of the Budget Adjustment and Item remain unchanged; a copy of the original Resolution has been included. **(Pages 261-267)**
21. Resolution expressing the willingness of the City to partner with the Arkansas Department of Transportation for the Interstate 49/NE J Street Interchange project. **(Pages 268-270)**



Agenda Item Form

Date of City Council Meeting	10/10/2022
Department	Planning
Submitted by	Shelli Kerr
Phone	(479) 271-6822

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Presentation on plans to celebrate Bentonville's sesquicentennial in 2023.					

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





Agenda Item Form

Date of City Council Meeting	10/10/2022
Department	Planning
Submitted by	Shelli Kerr
Phone	(479) 271-6822

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Presentation on recommendations for managing short term rentals.					

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





Agenda Item Form

Date of City Council Meeting	10/10/2022
Department	Planning
Submitted by	Shelli Kerr
Phone	(479) 271-6822

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Presentation on the proposed property maintenance code.					

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





Agenda Item Form

Date of City Council Meeting	10/11/2022
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 Donna & Gene Reams of 2303 NW Willow Street. The property's landscaping was nominated by a Bentonville resident and is the September 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: October 11th, 2022

To: Bentonville City Council

From: Baylea Birchfield, Planner

RE: Residential Landscaping of the Month Award – September 2022

The Tree and Landscape Advisory Committee has awarded Donna & Gene Reams of 2303 NW Willow Street as the winner for the September Residential Landscaping of the Month Award.



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.



Agenda Item Form

Date of City Council Meeting	10/11/2022
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-3151

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Fire Prevention Week Proclamation.					

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



PROCLAMATION

WHEREAS: The City of Bentonville, Arkansas is committed to ensuring the safety and security of all those living and visiting Bentonville. Fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire; and

WHEREAS: U. S. fire departments responded to 338,000 residential building fires in 2021 according to the United States Fire Administration (USFA). There were 2,840 civilian fire deaths, 11,100 civilian injuries and \$8.4 billion in direct property damage in 2021. On average, a home structure fire was reported every 93 seconds, a home fire death occurred every three hours and 5 minutes, and a home fire injury occurred every 47 minutes; and

WHEREAS: When the smoke alarm sounds, Bentonville's residents may have less than two minutes to escape to safety and residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS: Bentonville's residents should practice the home fire escape drill at least twice a year, during the day and at night, and residents should teach children to escape on their own in case adults can't help them; and

WHEREAS: Bentonville's residents should practice using different ways out and in a real emergency should get low and go under the smoke to get out quickly; and

WHEREAS: Bentonville's residents should get out and stay out, never going back inside the home for people, pets, or things; and

WHEREAS: Bentonville's residents should make sure everyone in the home knows how to call 9-1-1 or the local emergency number from a cell phone or a neighbor's phone; and

WHEREAS: Bentonville's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention education; and

WHEREAS: The 2022 Fire Prevention Week theme, "Fire won't wait" works to educate everyone about the simple but important actions they can take to keep themselves, and those around them, safe.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the week of October 9-15, 2022, as "**Fire Prevention Week**" in the City of Bentonville, Arkansas. I urge all the people of Bentonville to make and practice a home fire escape plan.

Given this 11th day of October, 2022, in Bentonville, in the great State of Arkansas, in the United States of America.


Stephanie Orman, Mayor
City of Bentonville





Agenda Item Form

Date of City Council Meeting	11-Oct
Department	Administration
Submitted by	Camille Thompson
Phone	(479) 271-5956

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

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

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

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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ORDINANCE NO. _____

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

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

WHEREAS, on the 1st day of September, 2022, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-601 et seq. of the Arkansas Code, finding that the petition met the requirements for annexation by a majority of property owners under those provision and directed the Clerk to forward the order to the City of Bentonville; and

WHEREAS, thirty days have passed since the County Judge entered his order and the City is thus authorized to complete the annexation.

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

Section 1: That the land described on the attached Exhibit “B,” is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the petition to annex that property is hereby accepted and the property described in Exhibit “B” is hereby accepted as part of and annexed to and made a part of the City of Bentonville;

Section 2: That the above described territory shall be annexed to and made a part of Ward 3 of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward;

Section 3: That the above described territory shall be zoned A-1 to be used in accordance with City zoning laws and the laws of the State of Arkansas; and

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

PASSED AND APPROVED THIS 11TH DAY OF OCTOBER, 2022.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. KIRBY ROMINES, City Clerk

**EXHIBIT “A”
ATTACHMENT TO ANNEXATION ORDINANCE
PROPERTY OWNERS PETITIONING TO BE ANNEXED**

Vivian Farm Annexation

Roth Farms, LLC.	15-19103-001
Washark Investments, LLC	15-19011-000
Washark Investments, LLC	15-19010-000
Washark Investments, LLC	15-19104-000
Washark Investments, LLC	15-19103-002
Elite Equity Group of Arkansas, LLC	15-19103-000

EXHIBIT "B"
ATTACHMENT TO ANNEXATION ORDINANCE
DESCRIPTION OF PROPERTY TO BE ANNEXED

Vivian Farm Annexation

Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 19N, Range 31 W, Benton County, Arkansas, and being more particularly described as follows:

Beginning at the NW Corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$.

Thence S87°29'37"E, 991.39';
Thence N2°27'00"E, 50.12';
Thence S87°29'49"E, 330.53';
Thence S2°19'08"W, 708.78';
Thence N87°27'44"W, 1321.57';
Thence N2°16'40"E, 657.92' to the Point of Beginning.

AND

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 19N, Range 31W Benton County, Arkansas.

AND

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 19N, Range 31W Benton County, Arkansas.

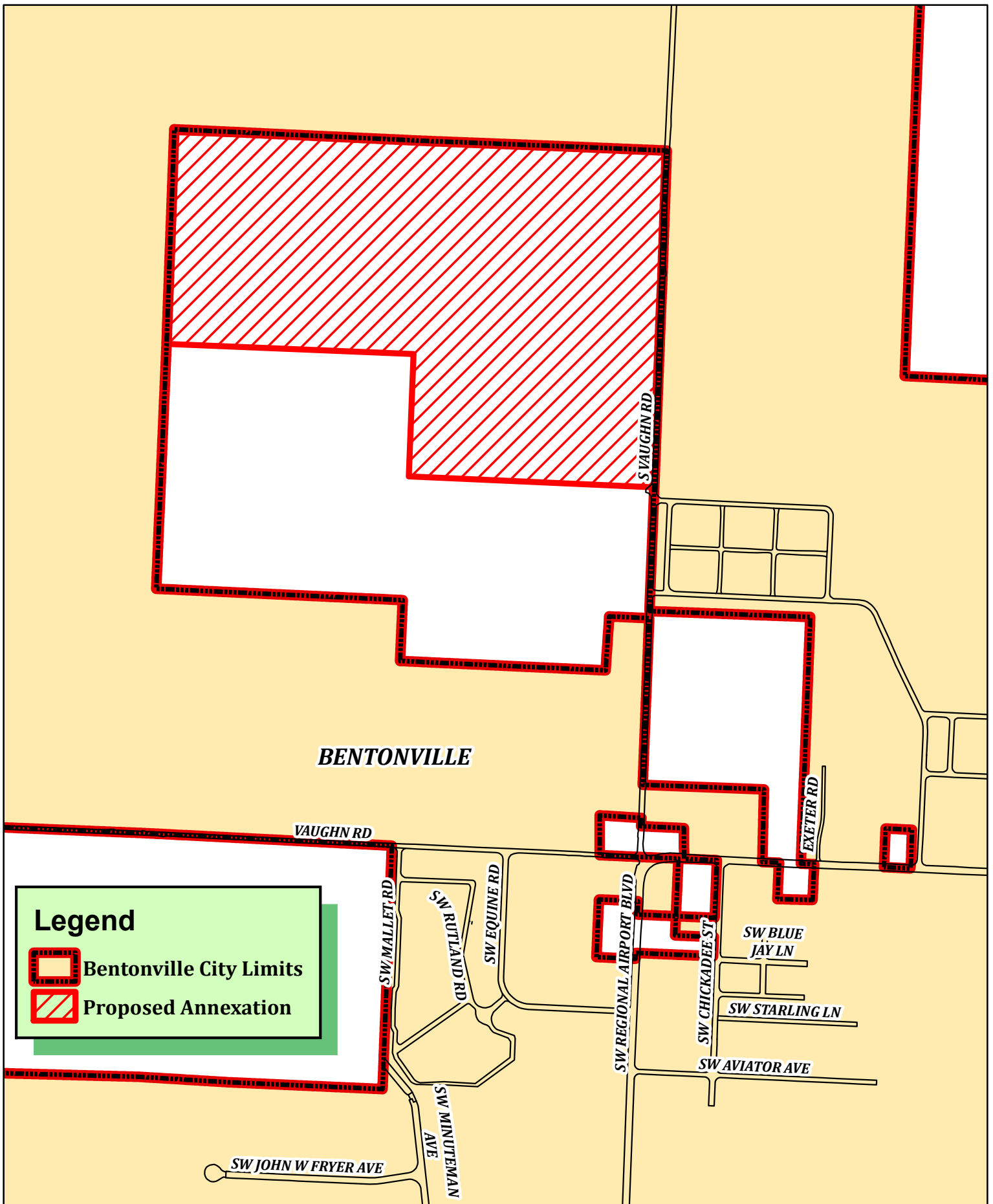


Exhibit 'A'
Proposed Annexation
Vivian Farm



FILED

2022 AUG -1 PM 1:34

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

IN THE COUNTY COURT OF BENTON COUNTY, ARKANSAS

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

NO. 2022-24

Vivian Farm Annexation

PETITIONER

PETITION FOR ANNEXATION

Come now the undersigned Petitioner(s), and state as follows:

I. That Petitioner(s) (are) a majority of the real estate owners (meaning a majority of the total number of owners who own more than one half ($\frac{1}{2}$) of the acreage affected) of property in Benton County, Arkansas, proposed to be annexed, which is described as follows:

Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 19N, Range 31 W, Benton County, Arkansas, and being more particularly described as follows:

Beginning at the NW Corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$.

Thence S87°29'37"E, 991.39';

Thence N2°27'00"E, 50.12';

Thence S87°29'49"E, 330.53';

Thence S2°19'08"W, 708.78';

Thence N87°27'44"W, 1321.57';

Thence N2°16'40"E, 657.92' to the Point of Beginning.

AND

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 19N, Range 31W Benton County, Arkansas.

AND

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 19N, Range 31W Benton County, Arkansas.

2022 AUG -1 PM 1:34

2. That the described property is contiguous to and adjoining the present City of Bentonville city limits, as shown on the map attached hereto as Exhibit "A."
3. That Petitioners authorize Jim Wheelless to act on their behalf to complete this annexation process.
4. That the following schedule of services shall be extended to the area by the City of Bentonville within three (3) years after the date the annexation becomes final: All properties annexed into the City of Bentonville are provided with Police, Fire and EMS services. Additional services such as water and sewer may be provided if readily available. Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals.
5. That the Arkansas Geographic Information System Office has been consulted concerning this proposed annexation and has issued a letter confirming that consultation which is attached hereto as Exhibit "B."

WHEREFORE, Petitioners pray that the land described be annexed into the City of Bentonville, and for all other proper relief.

2022 AUG -1 PM 1:34

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

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

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

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

SIGN HERE

[Redacted Signature]

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

Roth Farms LLC

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

15-19103-001

Parcel number of property to be annexed

ACKNOWLEDGMENT

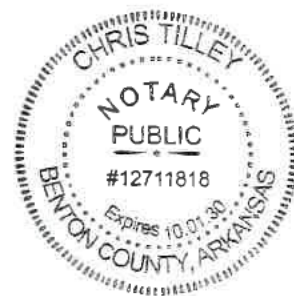
State of Arkansas)
) ss.
County of Benton)

On this the 21 day of June, 2022, before me, the undersigned officer, personally appeared Randy Roth, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Signature]

My Commission Expires:

Oct. 1, 2030



FILED

2022 AUG -1 PM 1:34

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

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

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

SIGN HERE

[Redacted Signature]

WASHARK INVESTMENTS LLC

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

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

15-19011-000 15-19010-000 15-19104-000 15-19103-002
Parcel number of property to be annexed

ACKNOWLEDGMENT

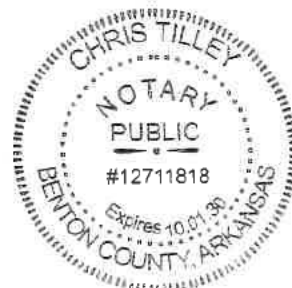
State of Arkansas)
) ss.
County of Benton)

On this the 14th day of June, 2022, before me, the undersigned officer, personally appeared VARA KESAVARAPU, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent

[Redacted Notary Signature]

My Commission Expires:

Oct. 1, 2030



FILED

2022 AUG -1 PM 1:34

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

BETSY HARKELL
CO & PROBATE CLERK
BENTON COUNTY, ARK.

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

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

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

SIGN HERE

[Redacted Signature]

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

ELITE EQUITY GROUP OF ARKANSAS LLC
Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

15-19103-000

Parcel number of property to be annexed

ACKNOWLEDGMENT

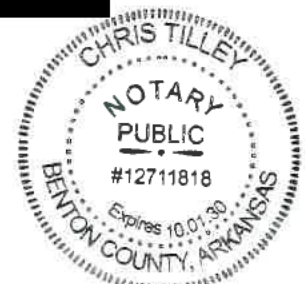
State of Arkansas)
) ss.
County of Benton)

On this the 21 day of June, 2022, before me, the undersigned officer, personally appeared Randy Roth, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Signature]

My Commission Expires:

Oct. 1, 2030



FILED

2022 AUG -1 PM 1:34

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, MO

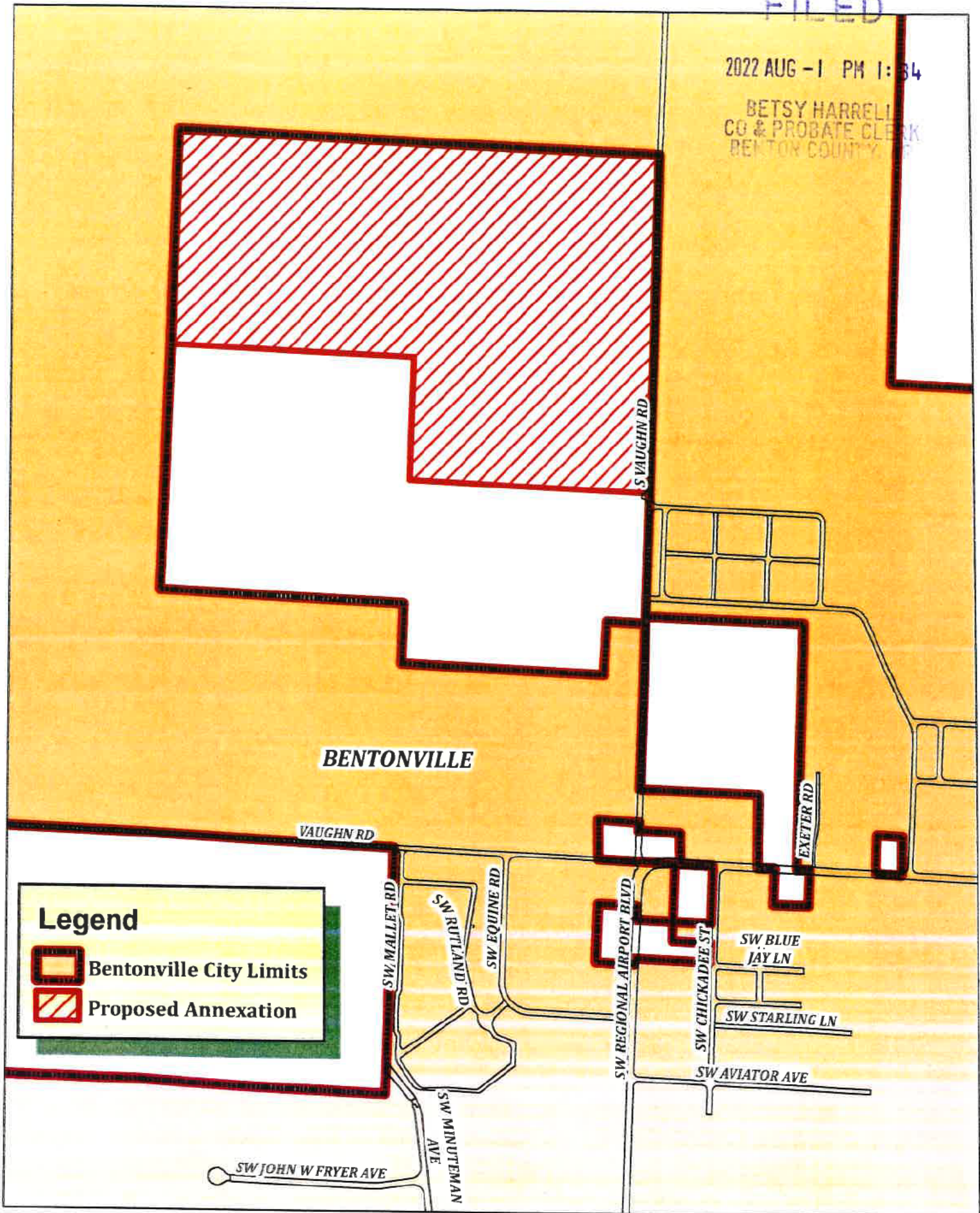


Exhibit 'A'
Proposed Annexation
Vivian Farm





EXHIBIT 'B'

Department of Transformation and Shared Services

Governor Asa Hutchinson

Secretary Amy Fecher

Director Shelby Johnson

June 30, 2022

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

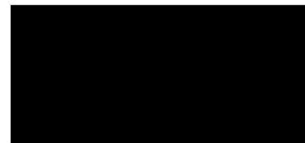
RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheeless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville, AR described as the "Vivian Farm" annex and located in Section 17, Township 19 North, Range 31 West. This letter represents confirmation that you have coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

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

Sincerely,



Jennifer Wheeler, Sr. GIS Analyst

Attachments:

GIS Office Map of Proposed Annexation

Legal Description

Secretary of State Municipal Change Checklist

H:\City_Annexations\Cities\Bentonville\20220630\Doc\20220630_Bentonville_Annexation_Coordination_Letter.docx

Arkansas Geographic Information Systems

501 Woodlane Street, Suite G04 * Little Rock, AR 72201 * 501.682.2767

TRANSFORM.AR.GOV

BETSY HARRELL
CO & PROBATE CLERK
BENTONVILLE, AR

2022 AUG -1 PM 1:34

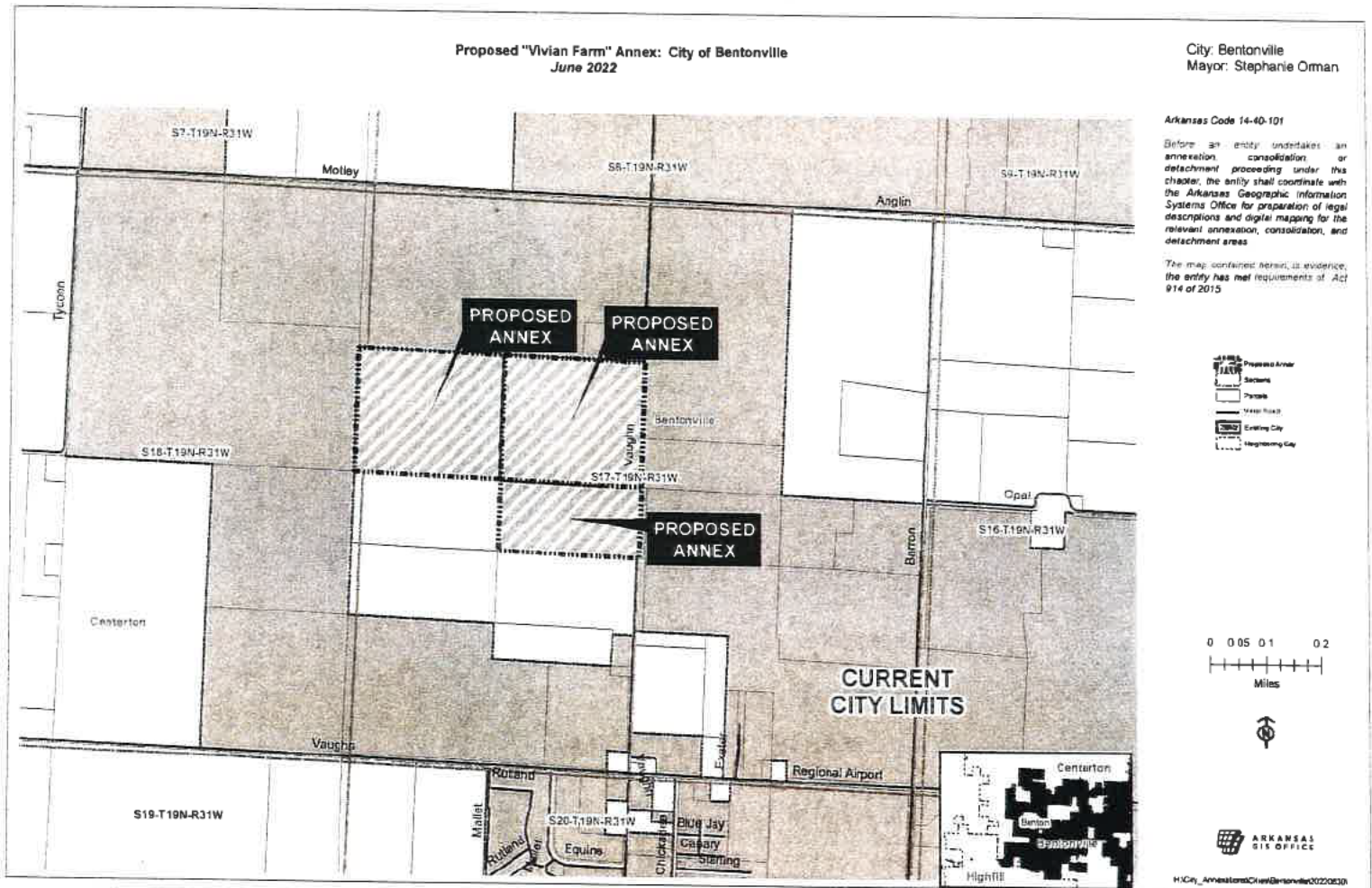
FILED

CO & PROBATE
BENTONVILLE, AR

FILED

2022 AUG -1 PM 1:35

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR



2022 AUG -1 PM 1:35

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

Exhibit 'B'
Vivian Farm Annexation

Part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 19N, Range 31 W, Benton County, Arkansas, and being more particularly described as follows:

Beginning at the NW Corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$.

Thence S87°29'37"E, 991.39';

Thence N2°27'00"E, 50.12';

Thence S87°29'49"E, 330.53';

Thence S2°19'08"W, 708.78';

Thence N87°27'44"W, 1321.57';

Thence N2°16'40"E, 657.92' to the Point of Beginning.

AND

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 19N, Range 31W Benton County, Arkansas.

AND

The SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 19N, Range 31W Benton County, Arkansas.



Arkansas Secretary of State

John Thurston

Arkansas Secretary of State, 500 Woodlane Ave, Little Rock, AR 72201-1094

2022 AUG -1 PM 1:35

BETSY BARNETT
CO & PROBATE CLERK
BENTON COUNTY, AR

Municipal Boundary Change Checklist

Act 655 of 2017 and A.C.A. §14-40-103

County: _____ City/Town: _____

City Ordinance/Resolution No: _____ Date approved: _____

County Court Case No: _____ Date Order Filed: _____

Type: _____

(Choose from the list of Arkansas Code Sections located on the back)

Date Change Effective: _____ Set by: ☐ Municipal Ordinance ☐ Emergency Clause ☐ Court ☐ Default
(Required by Act 655 of 2017)

For Circuit Court Challenge: Date Order Filed: _____ ☐ Upheld ☐ Overturned ☐ Other (attach explanation)

Please indicate which ward(s) the territory will be assigned to: _____

(See A.C.A. § 14-40-203)

Initiating party:

☐ All Landowners ☐ Majority Landowners ☐ Municipal Governing Body ☐ State ☐ Other _____

Supporting Documentation attached (check all that apply):

- ☐ File marked copy of City Ordinance/Resolution (required)
- ☐ File marked copy of County Court Order or certified annexation election results (required except for A.C.A. §14-40-501)
- ☐ Copy of Arkansas GIS approved printed map and certification letter (required)
- ☐ Proof of Publication for all Legal Notices (include Hearing, Election, and City Ordinance/Resolution notices)
- ☐ File marked copy of Petition Part (if applicable)
- ☐ File marked copy of Complaint and final Circuit Court Order (Court Challenge only)

Municipal Contact:

Name: _____ Title: _____

Street Address: _____

City: _____ St: _____ Zip code: _____

Complete one form per ordinance/resolution, attach it as a cover page to the supporting document set and submit to the County Clerk's Office within 45 days of the Effective Date as required by Act 655 of 2017

County Official:

Signature: _____ Title: _____

Date: _____

Pursuant to Act 655 of 2017, County Officials must submit a file-marked copy of municipal boundary change documents within 30 days of receipt to: Arkansas Secretary of State, Attn: Municipal Boundary Filing, 500 Woodlane Ave Suite 256, Little Rock, AR 72201-1094

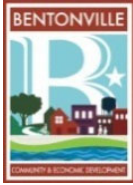
Office of the Arkansas Secretary of State use only

Received by: _____

2022 AUG -1 PM 1:35

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR**Municipal Annexation, Detachment, and Incorporation Reference**

- Annexation of Territories Contiguous to County Seat A.C.A §14-40-201
- Annexation of Territories in another Judicial District (multiple county seats) A.C.A. §14-40-202
 - Annexation of City Park or Airport (automatic) A.C.A §14-40-204
- Annexation of building on boundary of two municipalities (written notice) A.C.A. §14-40-207
 - Annexation by Election (contiguous land) A.C.A. §14-40-302
 - Annexation of land in adjoining County A.C.A §14-40-401
- Annexation of surrounded unincorporated area (island/doughnut holes) by ordinance A.C.A. §14-40-501
 - Annexation by Petition of majority of Landowners A.C.A. §14-40-602
 - Annexation by Petition of all Landowners A.C.A §14-40-609
- Consolidation of two municipalities by Election A.C.A §14-40-1201
- Annexation with Detachment from another municipality at landowner request A.C.A §14-40-2001
 - Annexation with Detachment from adjoining city at city request A.C.A §14-40-2101
- Detachment of Land annexed by petition under §14-40-601 A.C.A §14-40-608
- Detachment of municipal lands back to County by election A.C.A. §14-40-1801
 - Detachment of unsuitable land by municipal resolution A.C.A §14-40-1901
- Incorporation by direct petition of landowners A.C.A §14-38-101
 - Incorporation by petition for special election A.C.A §14-38-115
- Surrender of Charter (Disincorporation) by second class city A.C.A §14-39-101



City Council Agenda Items

For the City Council Meeting of October 11, 2022

From the October 4, 2022 Planning Commission Meeting

1. **Ordinance accepting a lot split of Lot 1 of Momentary Addition Phase 2; creating new Lots 3 and 4 of Momentary Addition Phase 2 to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0040) 507 SE E Street.**

The Planning Commission voted 7-0, recommending approval.

A lot split of existing Lot 1 of Momentary Addition Phase 2, creating new Lots 3 (+/- 17.88 acres) and 4 (+/- 0.75 acres) of Momentary Addition Phase 2. This plat dedicates a sewer easement.

2. **Ordinance accepting a lot split of Lots 4 and 9, Block 2, of Braithwaite Park Addition; creating new Lots 10, 11, and 19, Block 2, of Braithwaite Park Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0043) 1500 Bella Vista Road.**

The Planning Commission voted 7-0, recommending approval.

A lot split of existing Lots 4 & 9, Block 2, of Braithwaite Park Addition, creating new Lots 10 (+/- 0.24 acres), 11 (+/- 0.38 acres) & 19 (+/- 0.27 acres), Block 2, of Braithwaite Park Addition. This plat dedicates various new utility easements as well as dedicating 35 feet of right-of-way along Bella Vista Road and 25 feet of right-of-way along Melody Lane per the requirements of the Master Street Plan.

3. **Ordinance accepting a lot split of part of Lot 5, Block 4 Railroad Addition; creating new Lot 23, Block 4 of Railroad Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0045) 250 SE B Street.**

The Planning Commission voted 7-0, recommending approval.

A lot Split of Lot 1 of Part of Lot 5, Block 4 Railroad Addition, creating new Lot 23 (+/-0.12 acres), Block 4 of Railroad Addition. This plat dedicates various new utility easements as well as dedicating right-of-way along SE B Street per the requirements of the Master Street Plan.

- 4a. **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: RZ22-0046) 1507 Bella Vista Road.**

The Planning Commission voted 7-0, recommending approval.

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

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

- 4b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of R-O, Residential Office to R-2, Medium Density Two Family and Townhome Residential; and for other purposes (Project Number: RZ22-0046) 1507 Bella Vista Road.**

The Planning Commission voted 7-0, recommending approval.

The intent of the R-2 District is to encourage 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.

While this request is not consistent with the Future Land Use Plan, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity.



Consent Agenda Items

For the Planning Commission meeting on October 4, 2022

Reviewer: Luke Aitken, Planning Technician

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

Lot Split: Lots 3 and 4, Momentary Addition Phase 2. Crystal Bridges Museum of American Art, Inc., 507 SE E Street, PUD, Planned Unit Development, LS22-0040

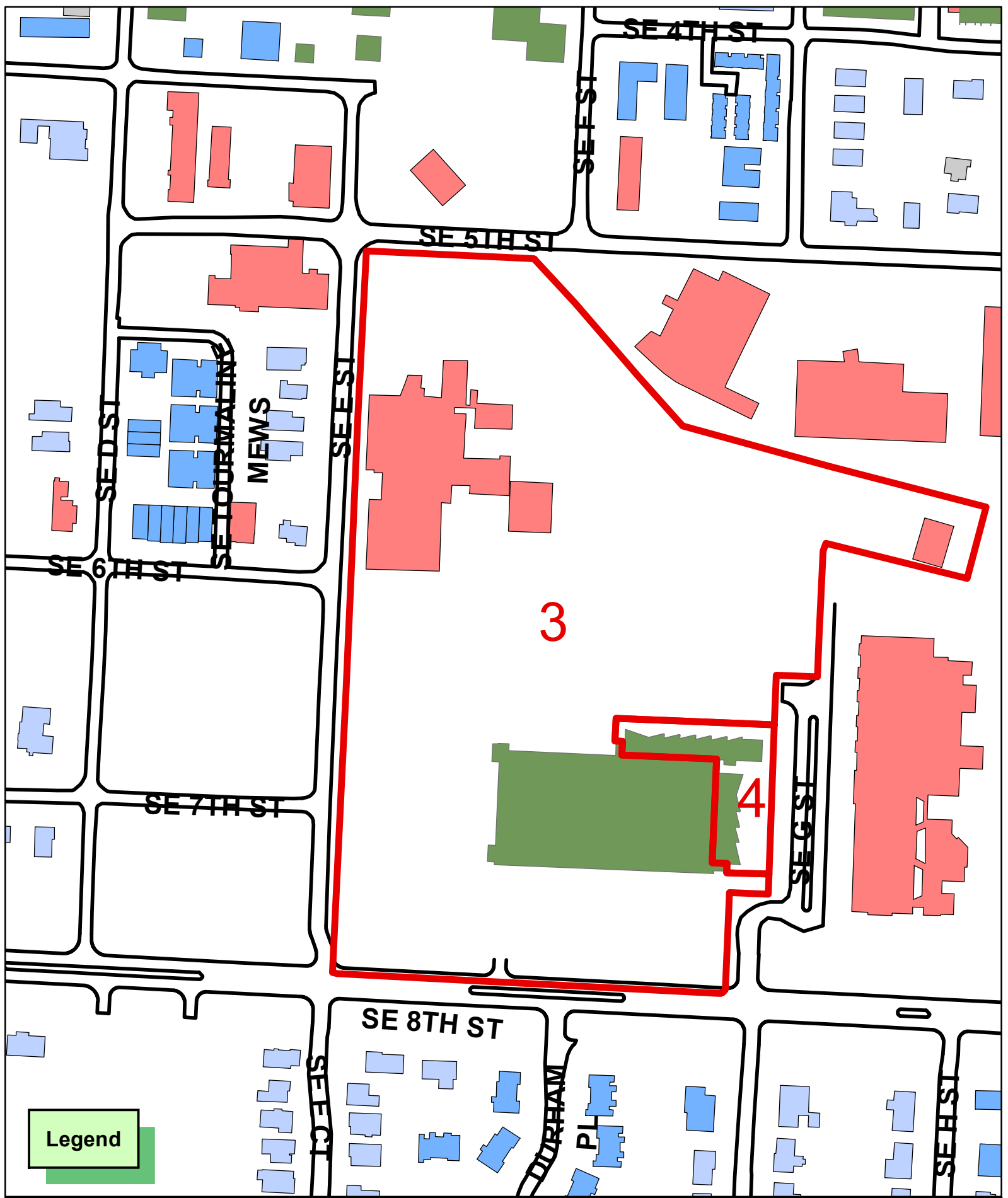
A lot split of existing Lot 1 of Momentary Addition Phase 2, creating new Lots 3 (+/- 17.88 acres) and 4 (+/- 0.75 acres) of Momentary Addition Phase 2. This plat dedicates a sewer easement.

Lot Split: Lots 19, 10 & 11, Block 2, of Braithwaite Park Addition. Patricia Penny, 1500 Bella Vista Road, R-1, Low Density Single Family Residential, LS22-0043

A lot split of existing Lots 4 & 9, Block 2, of Braithwaite Park Addition, creating new Lots 10 (+/- 0.24 acres), 11 (+/- 0.38 acres) & 19 (+/- 0.27 acres), Block 2, of Braithwaite Park Addition. This plat dedicates various new utility easements as well as dedicating 35 feet of right-of-way along Bella Vista Road and 25 feet of right-of-way along Melody Lane per the requirements of the Master Street Plan.

Lot Split: Lot 23, Block 4 of Railroad Addition, Kendall Revocable Trust, 250 SE B Street, D-E, Downtown Edge, LS22-0045

A lot split of Lot 1 of Part of Lot 5, Block 4 Railroad Addition, creating new Lot 23 (+/-0.12 acres), Block 4 of Railroad Addition. This plat dedicates various new utility easements as well as dedicating right-of-way along SE B Street per the requirements of the Master Street Plan.



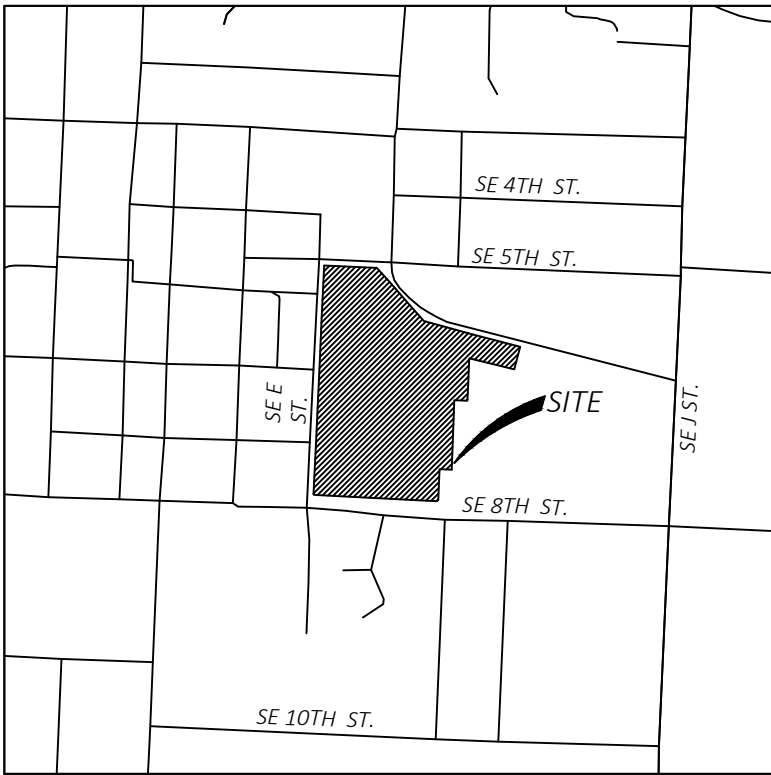
Lot Split of Lot 1 of Momentary Addition Phase II, Creating Lots 3 & 4, Momentary Addition Phase II

Bentonville Artspace Lofts, LP

507 SE E Street
Bentonville, Benton County, Arkansas

GENERAL NOTES:

1. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.
2. This plat represents a Lot Split survey of the parcel recorded in Deed Inst. #L202160518 in the public records of Benton County Arkansas.
3. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
4. Basis of Bearings: NAD83, Arkansas State Plane Coordinate System, North Zone, derived from an observation from CEI's base and compared to Trimble RTX Post-Processing Service.
5. This survey is valid only if the drawing includes the seal and signature of the surveyor.
6. This survey meets current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
7. Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
8. No attempt was made to show building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.
9. The contractor is advised to contact the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contact all non-members as well as the One-Call System.
10. By scaled map location and graphical plotting only. A portion of this property is located within Flood Zone "AE" as determined by the National Flood Insurance Program which is subject to inundation by the 1% annual chance flood (100-year flood) shown on the Flood Insurance Rate Map for Benton County, Arkansas.
Map Number: 05007C0255K
Map Revised: June 05, 2012
LOMR 12-06-2295P
Effective Date: June 13, 2012
11. No current zoning report or letter regarding zoning classification was provided to the Surveyor. This property is zoned PUD (Planned Unit Development) 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.
12. Before work in the right-of-way commences, contractor, contractor and or owners is to obtain right-of-way permit from the City of Bentonville, Transportation Department.
13. Owner/Developer shall coordinate with all local utilities to ensure to that each lot has water, sewer and electric service.
14. Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
15. There may not be fences or any other structures built in any drainage easements.
16. Owner is to contact New Service coordinator (271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.
17. All structures must maintain minimum of 20' clearances from all electric lines.
18. BEUD'S standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
19. It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.
20. Relocation of any existing electrical facilities shall be at the owner's expense.



VICINITY MAP

NOT TO SCALE
Latitude: 36°21'53.21"N
Longitude: 94°12'7.07"W

Owners:
Crystal Bridges Museum of American Art, Inc.
600 Museum Way
Bentonville, AR 72712
Contact: Scott Eccleston

Engineers/Surveyors:
CEI Engineering Associated, Inc.
3108 SW Regency Parkway
Bentonville, AR 72758
Phone: (479) 273-9472
Fax: (479) 271-0536
Engineering Contact: Nate Bachelor, PE
Surveyor: Dustin Riley, PS

Certificate of Approval

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

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

Certificate of Ownership:

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

Date of Execution: _____

Signed: _____

Name & Address: _____

Printed Name: _____

Subscribed and sworn before me, this _____ day of _____, 2022.

Notary Public _____ My Commission Expires _____

Certificate of Surveying Accuracy

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

Date of Execution: _____

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

Sheet Index

- Sheet 1 - Cover Sheet
- Sheet 2 - North Portion of Property
- Sheet 3 - South Portion of Property
- Sheet 4 - Tables and Descriptions

ATLAS PAGE: 404
City of Bentonville Project # LS22-0040
State Survey Code: 500-20N-30W-0-32-400-04-1618



REVISION		
NO.	DESCRIPTION	DATE
1	1st Sub. Comm.	08/29/2022



CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING
BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX

EXHIBIT A



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

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

Lot Split
Bentonville Artspace Lofts, LP
507 SE E Street
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KDM
CEI PROJECT NUMBER	32391
DATE	9/21/2022
REVISION	REV-2

COVER SHEET

SHEET TITLE:
SHEET NUMBER

1 OF 4

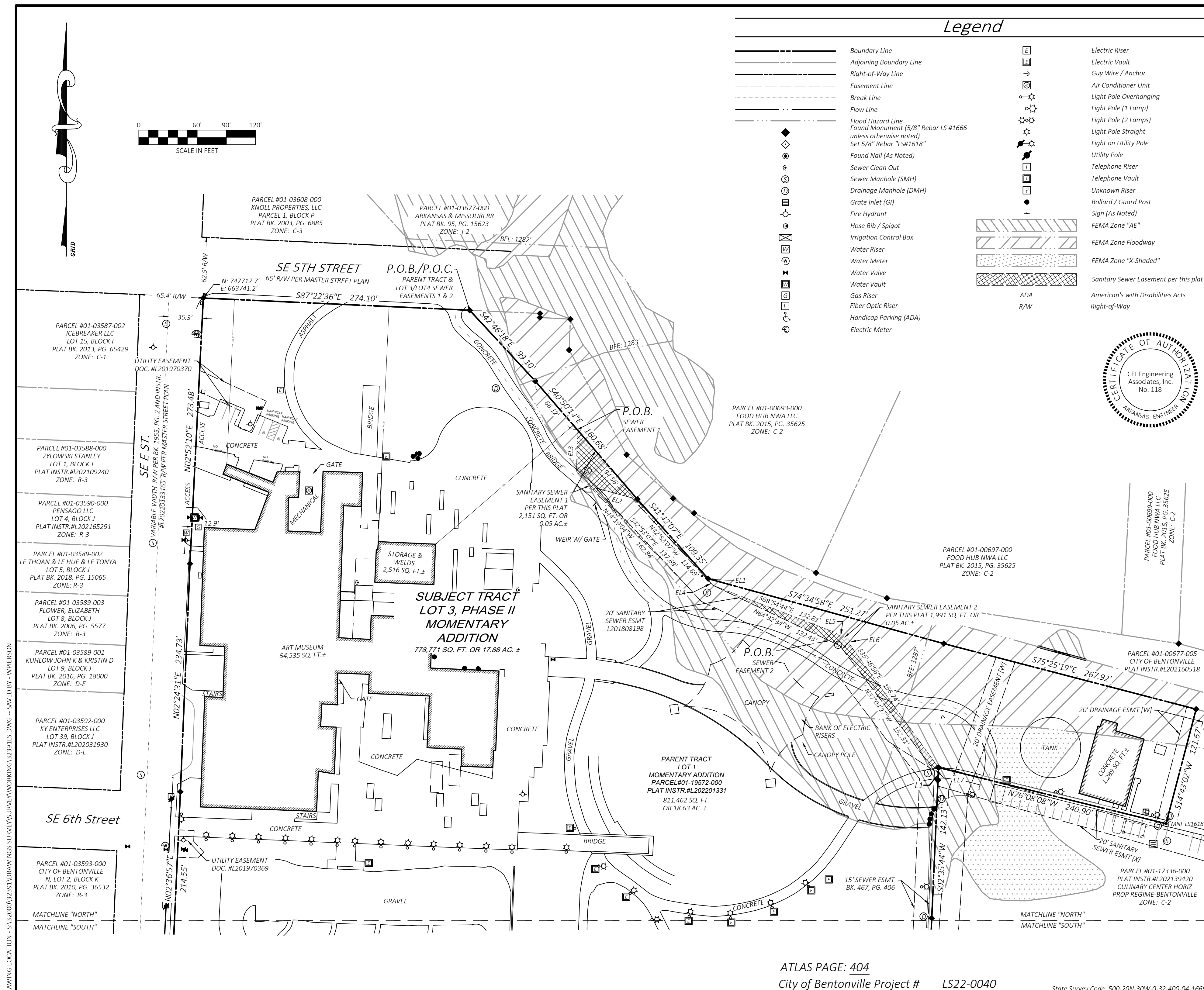
3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPELS FIRM #10194234

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KDM
CEI PROJECT NUMBER	32391
DATE	9/21/2022
REVISION	REV-2

SHEET TITLE
SHEET NUMBER

2 OF 4





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

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

Lot Split
Bentonville Artspace Lofts, LP
507 SE E Street
Bentonville, Benton County, Arkansas

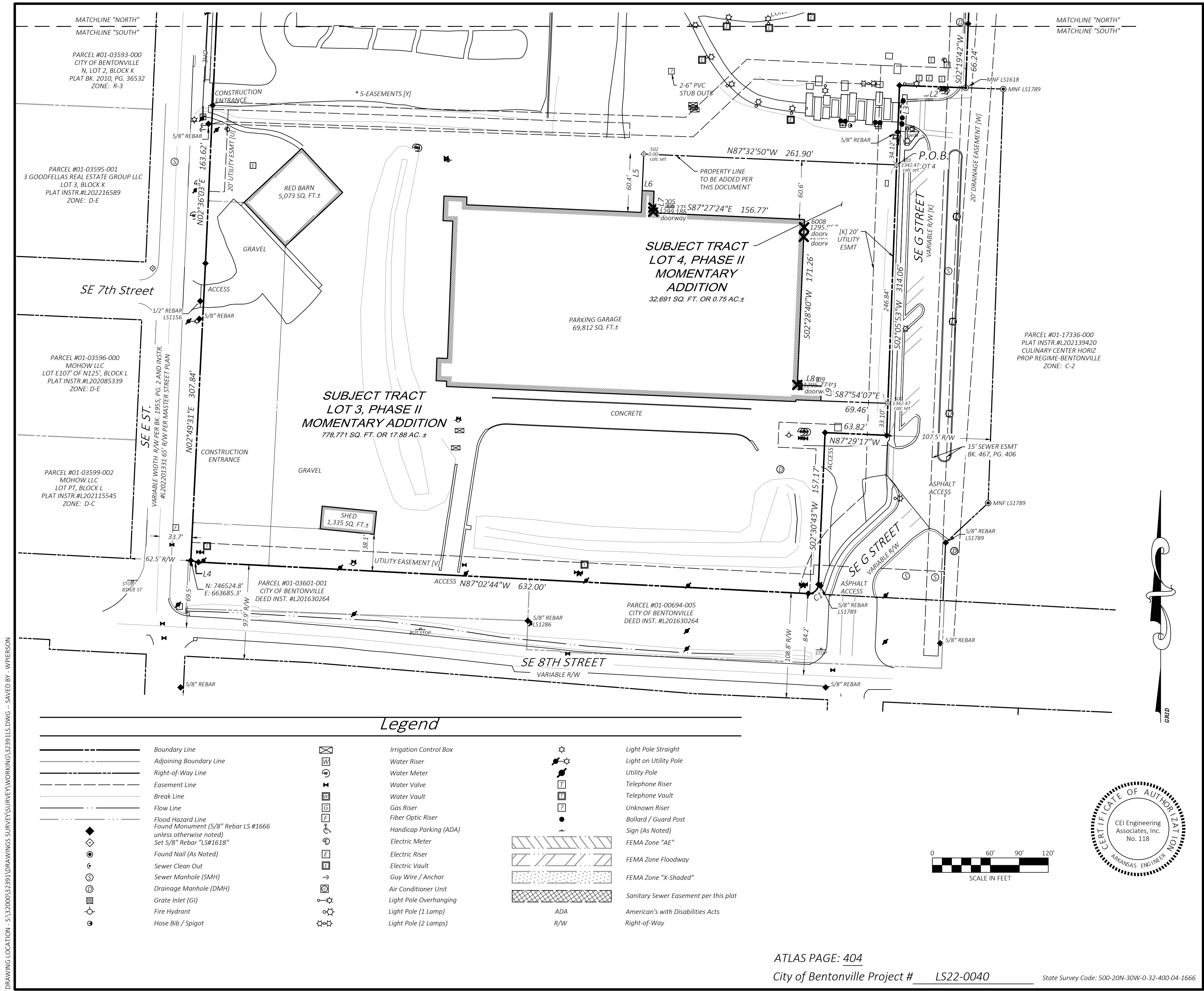
Preliminary
This document shall
not be recorded for any
purpose and shall not
be used or viewed or
relied upon as a final
survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KDM
CEI PROJECT NUMBER	32391
DATE	9/21/2022
REVISION	REV-2

SOUTH PROPERTY

SHEET TITLE
SHEET NUMBER

3 OF 4



DRAWING LOCATION - S:\32000\32391\DRAWINGS\SURVEY\WORKING\32391LS.DWG - SAVED BY - WPIERSON

DRAWING LOCATION - S:\32000\32391\DRAWINGS SURVEY\WORKING\32391LS.DWG -- SAVED BY - WPIERSON

Document Listing

(Not Found Monuments, Perpetuated from Previous CEI Jobs.)

- A. CEI JOB# 28935
- B. CEI JOB# 28852
- C. CEI JOB# 31082
- D. CEI JOB# 29507
- E. CEI JOB# 28259

[Recorded Documents:]

- F. DLS #202001089423
- G. Plat Bk. 2016, Pg. 430
- H. Plat Bk. 2004, Pg. 1434
- I. Preliminary Survey "McClelland" - Dec. 2019 (Not Recorded)
- J. Plat L201901263
- K. Plat Bk. 2017, Pg. 775
- L. Plat Bk. 2004, Pg. 2010
- M. Plat Bk. 6, Pg. 124
- N. Plat L201909341
- O. Plat Bk. 2011, Pg. 156
- P. Plat Bk. 5, Pg. 285
- Q. Plat Bk. 2004, Pg. 906
- R. Plat Bk. 2, Pg. 175
- S. Plat Bk. 2016, Pg. 926
- T. Plat Bk. 2006, Pg. 1534
- U. Plat Bk. 2013, Pg. 649
- V. Deed Bk. 2016, Pg. 30267
- W. Plat Bk. 2015, Pg. 536
- X. Plat Bk. 2016, Pg. 240
- Y. * 5 - Easements Describing Access & R/W
- Deed Bk. 2008, Pg. 18418
- Plat Bk. 2013, Pg. 649
- Doc. 99-101507
- Deed Bk. 496, Pg. 510
- Plat Record R, Pg. 239

Property Line Table		
Line #	Direction	Length
L1	S02°14'57"W	12.93'
L2	N87°57'11"W	68.49'
L3	S02°05'53"W	48.21'
L4	N78°18'26"W	8.10'
L5	S02°29'03"W	37.84'
L6	S87°16'15"E	12.30'
L7	S02°19'28"W	22.43'
L8	S87°16'46"E	24.91'
L9	S02°17'49"W	15.32'

Easement Line Table		
LINE	BEARING	DISTANCE
EL1	S47°06'53"W	1.09'
EL2	N74°58'06"W	37.66'
EL3	N00°54'07"E	44.51'
EL4	S42°53'07"E	8.37'
EL5	S64°35'38"E	20.00'
EL6	S25°24'22"W	4.18'
EL7	S50°09'57"W	5.40'

Property Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C1	10.00'	15.79'	90°26'33"	S47°44'00"W	14.20'

Parent Tract Description:

Lot 1, per Property Line Adjustment of Lot 1 in Momentary Addition Creating Lots 1 & 2, Momentary Addition Phase II, to the City of Bentonville, Benton County, Arkansas, as shown on plat filed as Land Document No. L202201331.

Lot 3:

A part of Lot 1, Momentary Addition to the City of Bentonville according to Plat Instrument #L202031606 also being a part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 20 North, Range 30 West, being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch rebar with cap LS #1666 found at the most northern northeast corner of said Lot 1;
THENCE along the north boundary of said Lot 1 the following five (5) calls:
1. South 42°46'18" East, 99.10 feet to a 5/8-inch rebar with cap LS #1666;
2. South 40°50'14" East, 160.68 feet to a 5/8-inch rebar with cap LS #1666;
3. South 41°42'07" East, 109.35 feet to a 5/8-inch rebar with cap LS #1666;
4. South 74°34'58" East, 251.27 feet to a 5/8-inch rebar with cap LS #1666;
5. South 75°25'19" East, 267.92 feet to a 5/8-inch rebar with cap LS #1666 found at the easterly boundary of said Lot 1;
THENCE along the easterly boundary the following seven (7) calls:
1. South 14°43'02" West, 121.67 feet to a mag nail with cap LS #1618;
2. North 76°08'08" West, 240.90 feet to a 5/8-inch rebar with cap LS #1666;
3. South 02°14'57" West, 12.93 feet to a 5/8-inch rebar with cap LS #1666;
4. South 02°35'44" West, 142.13 feet to a 5/8-inch rebar with cap LS #1666;
5. South 02°19'42" West, 66.24 feet to a mag nail with cap LS #1618;
6. North 87°57'11" West, 68.49 feet to a 5/8-inch rebar with cap LS #1666;
7. South 02°05'53" West, passing through a 5/8-inch rebar at a distance of 48.21 feet and continuing for a total distance of 82.33 feet to a 5/8-inch rebar with cap LS #1666;
THENCE departing said east boundary, North 87°32'50" West, 261.90 feet to a 5/8-inch rebar with cap LS #1618;
THENCE South 02°29'03" West, 37.84 feet to the face of a building;
THENCE along said building face the following six (6) calls:
1. South 87°16'15" East, 12.30 feet;
2. South 02°19'28" West, 22.43 feet;
3. South 87°27'24" East, 156.77 feet;
4. South 02°28'40" West, 171.26 feet;
5. South 87°16'46" East, 24.91 feet;
6. South 02°17'49" West, 15.32 feet;
THENCE departing said building face, South 87°54'07" East, 69.46 feet to a 5/8-inch rebar with cap LS #1618 found on the east boundary of the aforementioned Lot 1;
THENCE along said east boundary the following four (4) calls:
1. South 02°05'53" West, 33.10 feet to a 5/8-inch rebar with cap LS #1666;
2. North 87°29'17" West, 63.82 feet to a 5/8-inch rebar with cap LS #1666;
3. South 02°30'43" West, 157.17 feet to a 5/8-inch rebar with cap LS #1666;
4. Southwesterly along the arc of a curve to the right 15.79 feet having a central angle of 90°26'33", a radius of 10.00 feet, and a chord that bears South 47°44'00" West with a chord distance of 14.20 feet to a 5/8-inch rebar with cap LS #1666 found on the north right-of-way of SE 8th Street;
THENCE along said north right-of-way, North 87°02'44" West, 632.00 feet to a 5/8-inch rebar with cap LS #1666;
THENCE continuing along said north right-of-way, North 78°18'26" West, 8.10 feet to a 5/8-inch rebar with cap LS #1666 found at the northeast corner of the intersection of SE E Street and SE 8th Street;
THENCE along the east right-of-way of SE E Street, the following five (5) calls:
1. North 02°49'31" East, 307.84 feet to a 5/8-inch rebar with cap LS #1666;
2. North 02°36'03" East, 163.62 feet to a 5/8-inch rebar with cap LS #1666;
3. North 02°36'57" East, 214.55 feet to a 5/8-inch rebar with cap LS #1666;
4. North 02°24'31" East, 234.73 feet to a 5/8-inch rebar with cap LS #1666;
5. North 02°52'10" East, 273.48 feet to a 5/8-inch rebar with cap LS #1666 found at the southeast corner of the intersection of SE E Street and SE 5th Street;
THENCE along the south right-of-way of SE 5th Street, South 87°22'36" East, 274.10 feet to the POINT OF BEGINNING containing 778,771 square feet or 17.88 acres, more or less.

Lot 4:

A part of Lot 1, Momentary Addition to the City of Bentonville according to Plat Instrument #L202031606 also being a part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 20 North, Range 30 West, being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch rebar with cap LS #1666 found at the most northern northeast corner of said Lot 1;
THENCE along the north boundary of said Lot 1 the following five (5) calls:
1. South 42°46'18" East, 99.10 feet to a 5/8-inch rebar with cap LS #1666;
2. South 40°50'14" East, 160.68 feet to a 5/8-inch rebar with cap LS #1666;
3. South 41°42'07" East, 109.35 feet to a 5/8-inch rebar with cap LS #1666;
4. South 74°34'58" East, 251.27 feet to a 5/8-inch rebar with cap LS #1666;
5. South 75°25'19" East, 267.92 feet to a 5/8-inch rebar with cap LS #1666 found at the east boundary of said Lot 1;
THENCE along the easterly boundary the following eight (8) calls:
1. South 14°43'02" West, 121.67 feet to a mag nail with cap LS #1618;
2. North 76°08'08" West, 240.90 feet to a 5/8-inch rebar with cap LS #1666;
3. South 02°14'57" West, 12.93 feet to a 5/8-inch rebar with cap LS #1666;
4. South 02°35'44" West, 142.13 feet to a 5/8-inch rebar with cap LS #1666;
5. South 02°19'42" West, 66.24 feet to a mag nail with cap LS #1618;
6. North 87°57'11" West, 68.49 feet to a 5/8-inch rebar with cap LS #1666;
7. South 02°05'53" West, 48.21 feet to a 5/8-inch rebar;
8. South 02°05'53" West, 34.12 feet to a 5/8-inch rebar with cap LS #1666 and the POINT OF BEGINNING;
THENCE continuing along said easterly boundary, South 02°05'53" West, 246.84 feet to a 5/8-inch rebar with cap LS #1618;
THENCE departing said easterly boundary, North 87°54'07" West, 69.46 feet to the face of a building;
THENCE along said building face the following six (6) calls:
1. North 02°17'49" East, 15.32 feet;
2. North 87°16'46" West, 24.91 feet;
3. North 02°28'40" East, 171.26 feet;
4. North 87°27'24" West, 156.77 feet;
5. North 02°19'28" East, 22.43 feet;
6. North 87°16'15" West, 12.30 feet;
THENCE departing said building face, North 02°29'03" East, 37.84 feet;
THENCE South 87°32'50" East, 261.90 feet to the POINT OF BEGINNING containing 32,691 square feet or 0.75 acres, more or less.

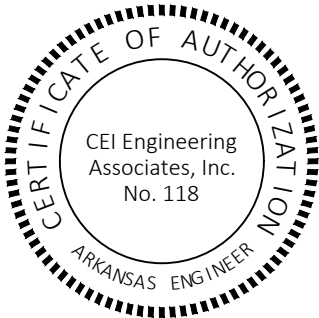


EXHIBIT A



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

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

Lot Split
Bentonville Artspace Lofts, LP
507 SE E Street
Bentonville, Benton County, Arkansas

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

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KDM
CEI PROJECT NUMBER	32391
DATE	9/21/2022
REVISION	REV-2

TABLES & DESCRIPTIONS

SHEET TITLE

SHEET NUMBER

4 OF 4

ATLAS PAGE: 404

City of Bentonville Project # LS22-0040

State Survey Code: 500-20N-30W-0-32-400-04-1666

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 1 OF MOMENTARY
ADDITION PHASE 2; CREATING NEW LOTS 3 AND 4 OF MOMENTARY
ADDITION PHASE 2 TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR
OTHER PURPOSES.**

(PROJECT NUMBER: LS22-0040)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 1 OF MOMENTARY ADDITION PHASE 2, creating new LOTS 3 AND 4 OF MOMENTARY ADDITION PHASE 2, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 4, 2022;

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

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

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

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

Section 1: That the lot split of LOT 1 OF MOMENTARY ADDITION PHASE 2, creating new LOTS 3 AND 4 OF MOMENTARY ADDITION PHASE 2 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk 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.

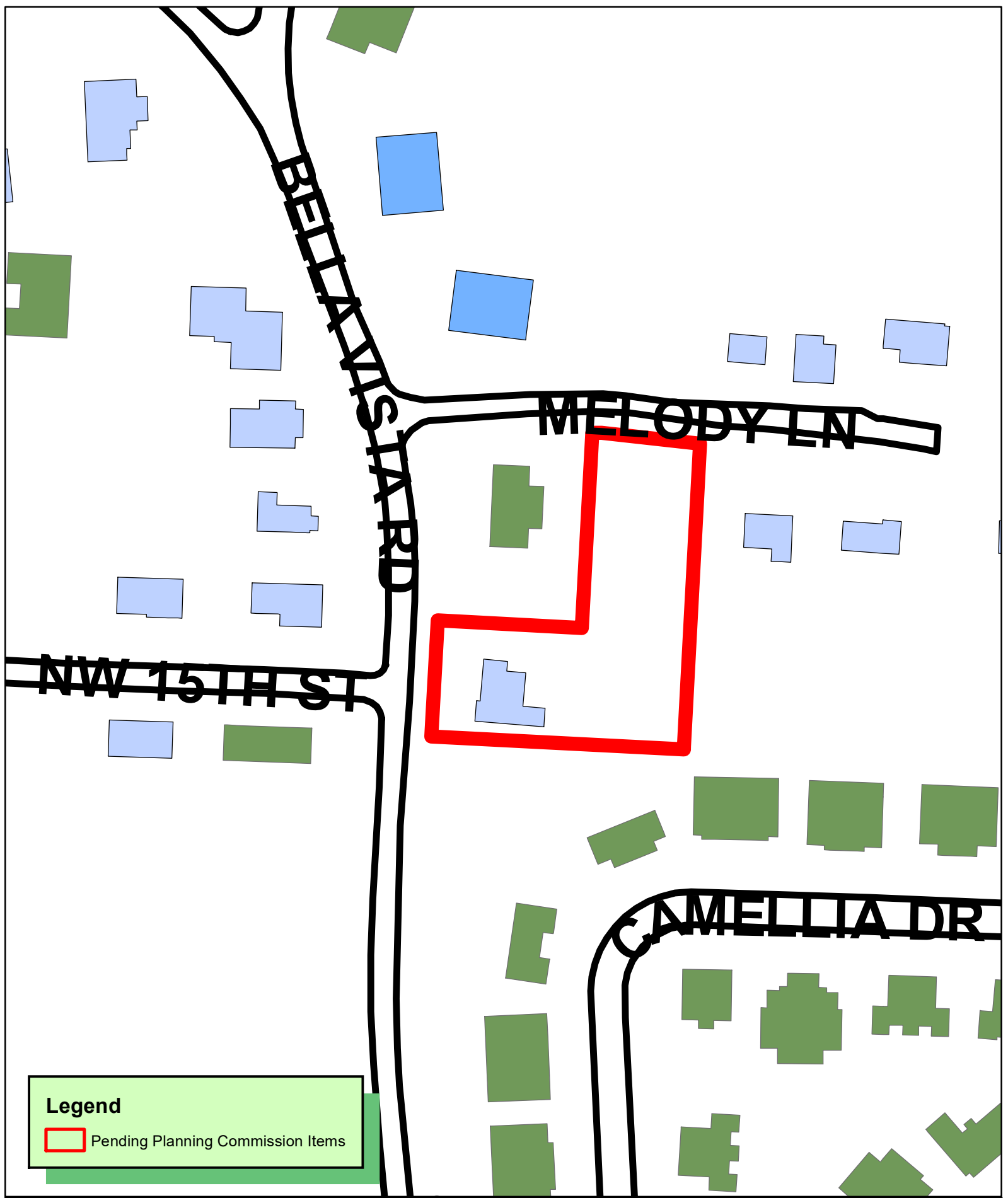
PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Legend

 Pending Planning Commission Items

 1 inch = 100 feet

LS22-0043 10/4/22
LOT SPLIT
NBRAITHWAITE PARK ADDITION
LOT 4 BLK 3 TO LOT 19
LOT 9 BLK 2 TO LOTS 10-11



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

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

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

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

CERTIFICATE OF APPROVAL

DATE OF EXECUTION:

SIGNED _____
MAYOR CITY OF BENTONVILLE

CERTIFICATE OF OWNERSHIP

DATE OF EXECUTION: _____

SIGNED:

PATRICA PENNY

Notes:

- CERTIFICATE OF SURVEYING ACCURACY

DATE OF EXECUTION: _____

SIGNED: _____

REGISTERED LAND SURVEYOR

NO. _____

STATE OF ARKANSAS

City Project Number:
LS22-0043

ALL OF LOT 4, BLOCK 2, BRAITHWAITE PARK, AS RECORDED AT PLAT BOOK B, PAGE 37 OF THE PLAT RECORDS OF BENTON COUNTY, ARKANSAS AND PART OF LOT 9, BLOCK 2, BRAITHWAITE PARK (UNRECORDED), ALL IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NEW LOT 19 SURVEY DESCRIPTION:

COMMENCING AT THE NORTHWEST (NW) CORNER OF SAID LOT 4; THENCE SOUTH 88°01'43" EAST A DISTANCE OF 10.88 FEET TO A SET 5/8" REBAR PLAS 1845 BEING THE POINT OF BEGINNING; THENCE SOUTH 88°01'43" EAST A DISTANCE OF 109.06 FEET TO A FOUND 5/8" REBAR; THENCE SOUTH 02°07'07" WEST A DISTANCE OF 108.12 FEET TO A SET 5/8" REBAR PLAS 1845; THENCE NORTH 87°50'55" WEST A DISTANCE OF 111.99 FEET TO A SET 5/8" REBAR PLAS 1845; THENCE NORTH 04°03'56" EAST A DISTANCE OF 109.06 FEET TO A SET 5/8" REBAR PLAS 1845; THENCE NORTH 03°51'17" EAST A DISTANCE OF 10.88 FEET TO A SET 5/8" REBAR PLAS 1845; THENCE NORTH 02°52'15" EAST A DISTANCE OF 27.48 FEET TO THE POINT OF BEGINNING CONTAINING 0.27 ACRES OR 11,907 SQUARE FEET MORE OR LESS. SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

PART OF LOT 9, BLOCK 2, BRAITHWAITE PARK (UNRECORDED), ALL IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NEW LOT 10 SURVEY DESCRIPTION:

COMMENCING AT THE NORTHWEST (NW) CORNER OF SAID LOT 4, BLOCK 2, BRAITHWAITE PARK;
THENCE SOUTH 88°01'43" EAST A DISTANCE OF 119.94 FEET TO A SET 5/8" REBAR PLS 1845;
THENCE NORTH 02°07'07" EAST A DISTANCE OF 23.80 FEET TO A SET 5/8" REBAR PLS 1845 BEING THE POINT OF
BEGINNING; THENCE NORTH 02°07'07" EAST A DISTANCE OF 123.04 FEET TO A SET 5/8" REBAR PLS 1845;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 412.18 FEET A CHORD BEARING OF SOUTH
83°34'50" EAST A CHORD DISTANCE OF 51.13 FEET OF A SET 5/8" REBAR PLS 1845; THENCE SOUTH
83°32'26" EAST A DISTANCE OF 24.95 FEET TO A SET 5/8" REBAR PLS 1845; THENCE SOUTH 86°01'21" EAST
A DISTANCE OF 117.36 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 87°52'53" WEST A DISTANCE
OF 117.36 FEET TO A SET 5/8" REBAR PLS 1845; THENCE NORTH 87°52'53" WEST A DISTANCE OF 88.29
FEET TO THE POINT OF BEGINNING CONTAINING 0.24 ACRES OR 10,605 SQUARE FEET MORE OR LESS,
SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.



JLS

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

REGISTERED

STATE OF ARKANSAS
NO. 1845

SIGNATURE

MATTHEW D. JAMES

PROFESSIONAL LAND SURVEYOR

EXHIBIT A

Recording Information
Job Number: 22-194 SPLIT
Field Work: A.S.
Drawn By: N.R.
Checked By: M.J.
Certificate of Authorization Arkansas Land Surveyor No. 2389
Date: 7/13/2022
Scale: 1"=30'
Basis of Bearings:(NAD83) Arkansas State Plane North Zone

	TREE LINE		GAS LINE
	WOOD FENCE		TELEVISION CABLE
	CHAIN LINK FENCE		PROPERTY LINES
	WIRE FENCE		BUILDING SETBACK
	PAINTED STRIPE		
	TELEPHONE LINE		
	EXISTING WATER LINE		
	OVERHEAD ELECTRIC LINE		
	UNDERGROUND ELECTRIC LINE		

LEGEND Not all symbols & line types are in the drawing

LEGEND Not all symbols

●	MONUMENT FOUND (AS NOTED)
○	MONUMENT SET (AS NOTED)
▲	AHTD R-O-W MONUMENT
◆	BENCHMARK
•	GUARD POST
+	UTILITY POLE
T	TELEPHONE RISER
F	FIBER OPTIC TELEPHONE RISER
E	ELECTRICAL RISER

SHEET NO.
1 OF 1

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 4 AND 9, BLOCK 2, OF
BRAITHWAITE PARK ADDITION; CREATING NEW LOTS 10, 11, AND 19, BLOCK 2,
OF BRAITHWAITE PARK ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: LS22-0043)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOTS 4 AND 9, BLOCK 2, OF BRAITHWAITE PARK ADDITION, creating new LOTS 10, 11, AND 19, BLOCK 2, OF BRAITHWAITE PARK ADDITION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 4, 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 LOTS 4 AND 9, BLOCK 2, OF BRAITHWAITE PARK ADDITION, creating new LOTS 10, 11, AND 19, BLOCK 2, OF BRAITHWAITE PARK ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

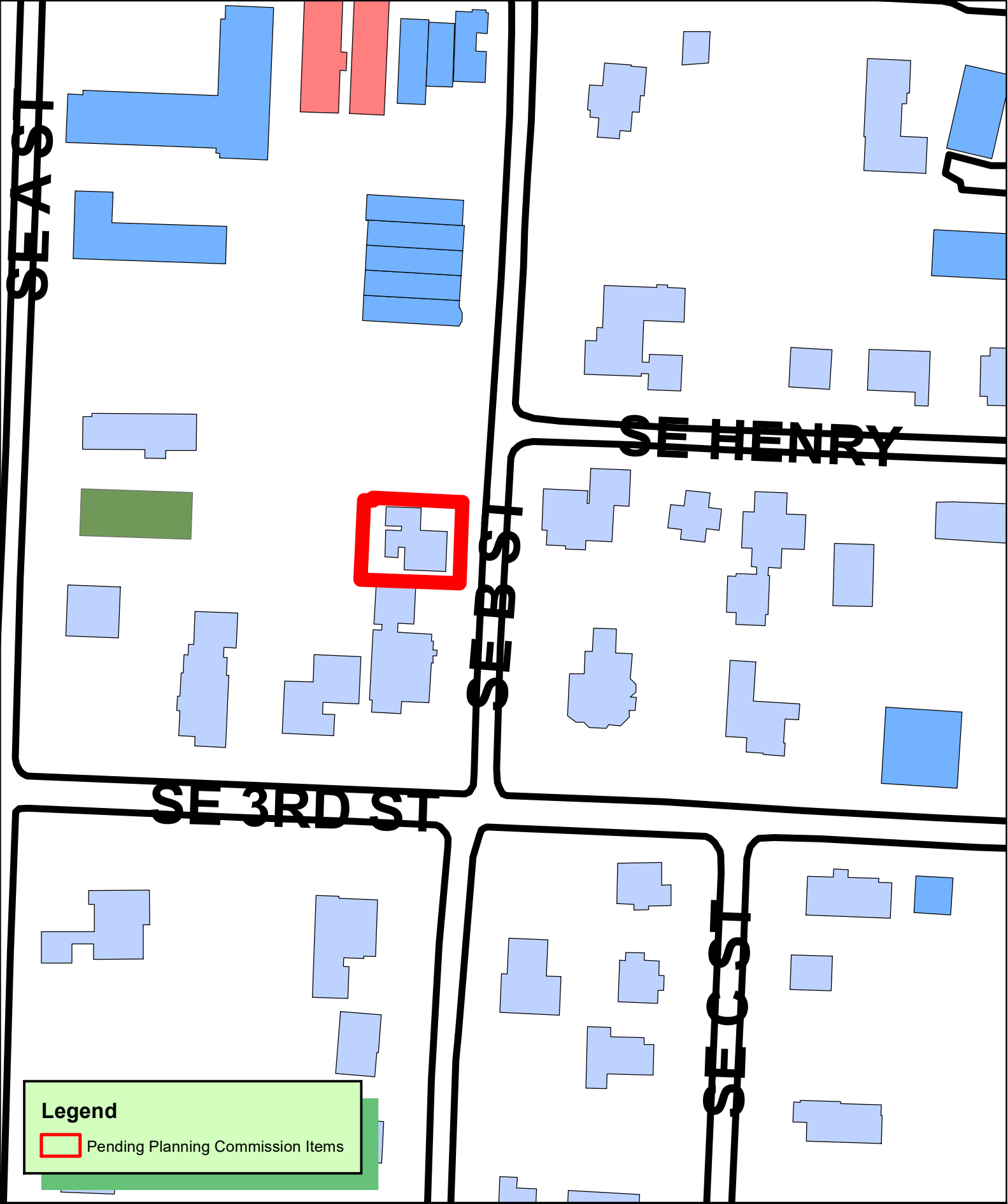
PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



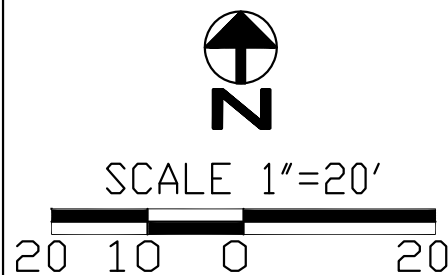
Legend

 Pending Planning Commission Items

 1 inch = 100 feet

LS22-0045 10/4/22
LOT SPLIT
RAILROAD ADDITION
PART OF LOT 5 BLOCK 4 CREATING LOT 23
42





BASIS OF BEARING
ARKANSAS STATE PLANE
COORDINATE SYSTEM, CITY OF
BENTONVILLE, AR CONTROL
MONUMENTS (7 & 56).

NW CORNER
MINUS NORTH 80 FEET
LOT 5, BLOCK 4
RAILROAD ADDITION

(1/2")
F.I.P.

CERTIFICATE OF OWNERSHIP

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

DATE OF EXECUTION _____

SIGNED: _____
(REP. OF KENDALL REVOCABLE TRUST)

NAME AND ADDRESS: _____

PRINT NAME: _____

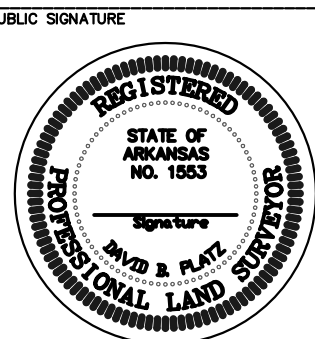
SOURCE OF TITLE: D.R. _____
PAGE: _____

STATE OF ARKANSAS)

COUNTY OF BENTON)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF
2022.

NOTARY PUBLIC SIGNATURE _____



FLOOD CERTIFICATION

THIS PROPERTY DOES NOT LIE IN FLOOD
ZONE AE OR A, AS SHOWN ON FEMA PANEL
#05007C0255 K, DATED JUNE 05, 2012.

LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT ON THE 8TH DAY OF
AUGUST, 2022 THE HEREON PLATTED AND
DESCRIBED SURVEY WAS COMPLETED UNDER MY
SUPERVISION AND THE IRON PINS WERE FOUND OR
SET, AS SHOWN ON THIS PLAT, ALL EASEMENTS
AND ENCROACHMENTS REVEALED BY THE SURVEY
ARE AS SHOWN ON THIS PLAT.

DAVID B. PLATZ, R.L.S. #1553

CITY REQUIRED NOTES:

1. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER / OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
2. OWNER / DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
3. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
4. 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.
5. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

SITE SPECIFIC NOTE

1. THE SIDE SETBACK OFF OF THE NORTH PROPERTY LINE IS 3' FROM 7' VIA A VARIANCE, #VAR22-0013, APPROVED BY THE BOARD OF ADJUSTMENTS FOR THE REDUCTION.
2. LOT DOES NOT HAVE DIRECT ACCESS TO PUBLIC SEWER.
3. THE CITY OF BENTONVILLE STATED THE CURRENT SEWER CONNECTION IS AN EXISTING CONDITION, THE EXISTING SERVICE CAN BE MAINTAINED. IF UPGRADES OR A NEW SERVICE ARE REQUIRED, A PUBLIC SEWER MAIN EXTENSION WILL BE REQUIRED.

UTILITY EASEMENT DESCRIPTION

PART OF LOT 5, BLOCK 4, RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "A" AT PAGE 38, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID LOT 5, THENCE SOUTH 02°01'32" WEST 80.00 FEET; THENCE NORTH 87°00'49" WEST 16.98 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE RIGHT OF WAY OF SE "B" STREET, SOUTH 01°59'43" WEST 66.15 FEET; THENCE THENCE NORTH 87°58'28" WEST 15.00 FEET; THENCE NORTH 01°59'43" EAST 10.35 FEET; THENCE SOUTH 88°00'17" EAST 1.56' FEET; THENCE NORTH 01°59'43" EAST 30.81 FEET; NORTH 88°00'17" WEST 1.56 FEET; THENCE NORTH 01°59'43" EAST 25.23 FEET; THENCE SOUTH 87°00'49" EAST 15.00 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 945.91 SQUARE FEET OR 0.022 ACRES, MORE OR LESS.

PARCEL # = 01-03803-000
PENSAGO LLC
238 SE B ST
BENTONVILLE AR 72712-5938

P.O.B.
LOT 23
& U.E.
N-748,712.60
E-662,753.46

F.I.P./NOT HELD (BLEW)

S.I.P.

NE CORNER
WEST 75 FEET
MINUS NORTH 80 FEET
LOT 5, BLOCK 4
RAILROAD ADDITION

PRIVACY FENCE

GRAVEL DRIVE

UTILITY EASEMENT (PER THIS PLAT)

CONC. SW

CONC. SW

CONC. SW

CONC. SW

CONC. SW

CONC. SW

CONC. SW

CONC. SW

CONC. SW

CONC. SW

CONC. SW

CONC. SW

CONC. SW

CONC. SW

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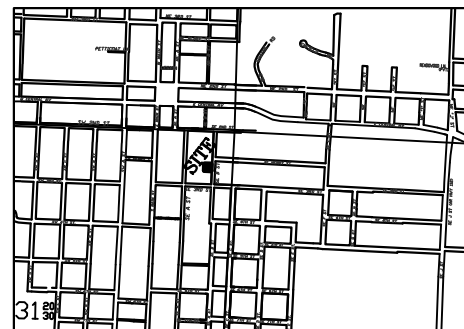


EXHIBIT A

LINE TABLE		
LINE	LENGTH	BEARING
L1	7.09'	S87°00'49"E
L2	2.36'	N02°01'32"E

PROPERTY DESCRIPTION (L2021-32224)

PART OF LOT 5, BLOCK 4, RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "A" AT PAGE 38.

PROPERTY DESCRIPTION (LOT 23, BLOCK 4)

PART OF LOT 5, BLOCK 4, RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "A" AT PAGE 38, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF SAID LOT 5, THENCE SOUTH 02°01'32" WEST 80.00 FEET; THENCE NORTH 87°00'49" WEST 16.98 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE RIGHT OF WAY OF SE B STREET, SOUTH 01°59'43" WEST 66.15 FEET; THENCE; THENCE NORTH 87°58'28" WEST 80.98 FEET; THENCE ALONG SAID FENCE, NORTH 02°45'24" EAST 65.14 FEET; THENCE SOUTH 87°00'49" EAST 7.09 FEET TO A POINT WHICH LAYS SEVENTY FIVE FEET WEST OF THE ORIGINAL LOT 5, BLOCK 4, RAILROAD ADDITION LINE; THENCE NORTH 02°01'32" EAST 2.36 FEET TO A POINT WHICH IS THE NORTHEAST CORNER OF THE WESTERN 75 FEET MINUS THE NORTH 80 FEET OF THE ORIGINAL LOT 5, BLOCK 4, RAILROAD ADDITION LINE; THENCE SOUTH 87°00'49" EAST 73.03 FEET TO THE POINT OF BEGINNING. SAID PROPERTY CONTAINING 5,364 SQUARE FEET OR 0.123 ACRES, MORE OR LESS.

PART OF LOT 5, BLOCK 4,
CREATING LOT 23, BLOCK 4
IN RAILROAD ADDITION
BENTONVILLE, ARKANSAS

LOT SPLIT		REVISIONS	
OWNER: MATT KENDALL 4603 WEST HILLSIDE DR ROGERS, AR 72758	No.:	BY:	DATE:
	#1	CITY	9/9/22
DRAWN BY: DBP/ZHS DATE: 8/26/22	#2	CITY	10/3/22
CHECKED BY: SCALE: 1"=20'	JOB No.:		2021406-LS
	SHEET:		1

BENTONVILLE PROJECT NUMBER: LS22-0045

NOTES

1. PARENT DEED IS A CORPORATION WARRANTY DEED FILED ON MARCH 30, 2021 & FOUND AT BOOK L2021, AT PAGE 32224.
2. TAX PARCEL FOUND AT 01-03802-000.
3. THE CURRENT ZONING FOR THE PROPERTY IS DOWNTOWN EDGE (D-E). 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.
4. OUR LIMITED RESEARCH COULD NOT FIND ANY EXISTING EASEMENTS ON THE PARENT TRACT, A MORE INDEPTH SEARCH IS NEEDED TO VERIFY.
5. WORK IN THE RIGHT OF WAY TO BE REVIEWED AND APPROVED BY THE CITY ENGINEER.
6. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION: _____

SIGNED: _____

MAYOR

CITY CLERK

PLANNING COMMISSION CHAIRMAN

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF PART OF LOT 5, BLOCK 4
RAILROAD ADDITION; CREATING NEW LOT 23, BLOCK 4 OF RAILROAD
ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER
PURPOSES.**

(PROJECT NUMBER: LS22-0045)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of PART OF LOT 5, BLOCK 4 RAILROAD ADDITION, creating new LOT 23, BLOCK 4 OF RAILROAD ADDITION, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 4, 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 PART OF LOT 5, BLOCK 4 RAILROAD ADDITION, creating new LOT 23, BLOCK 4 OF RAILROAD ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

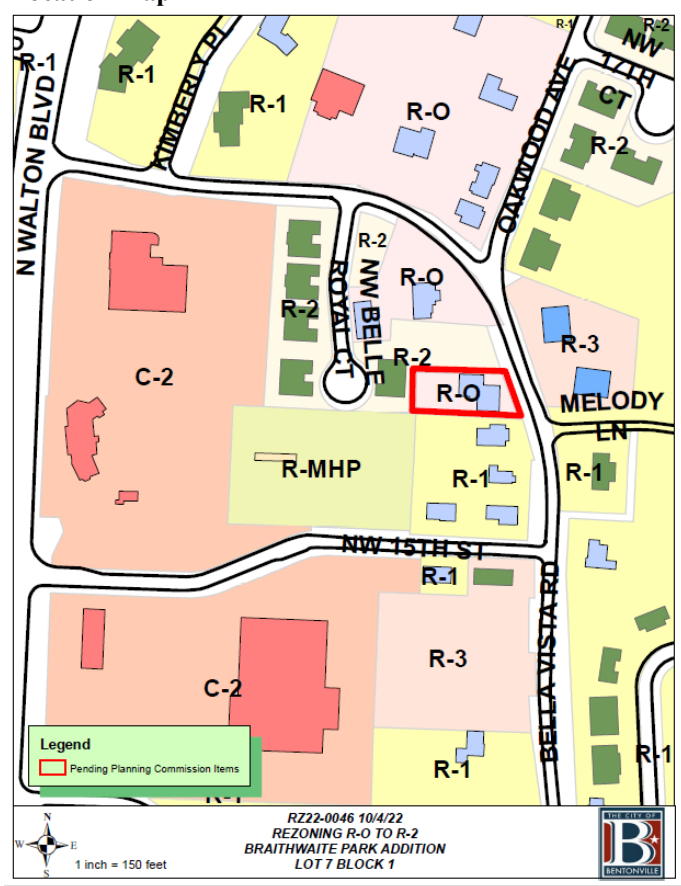
Kirby Romines, City Clerk

The logo for Bentonville Community & Economic Development features the word "BENTONVILLE" in a red banner at the top. Below it is a large, stylized blue letter "B" with a white star to its right. The background of the logo shows a landscape with green hills, a blue sky, and a row of colorful houses (red, purple, and blue) with white windows. At the bottom, the words "COMMUNITY & ECONOMIC DEVELOPMENT" are written in a red banner.

Reviewer: Christopher Hyatt, Planning Technician

Project Number	RZ22-0046
Applicant / Current Owner	Swope Engineering / Village View LLC
Site Area	+/- 34 acres
Current Zoning	R-O, Residential Office
Requested Zoning	R-2, Medium Density Two Family and Townhome Residential
Future Land Use Map Designation	Low-Density Residential (LDR)
Requested Future Land Use Map Designation	Medium-Density Residential (MDR)

Location Map



This property is located at 1507 Bella Vista Road. Adjacent zoning districts are R-2, Medium Density Two Family and Townhome Residential to the North and West, R-3, Medium-High Density Multifamily Residential and R-1, Low Density Single Family Residential to the East, and R-1, Low Density Single Family Residential and R-MH, manufactured Home Residential to the South.

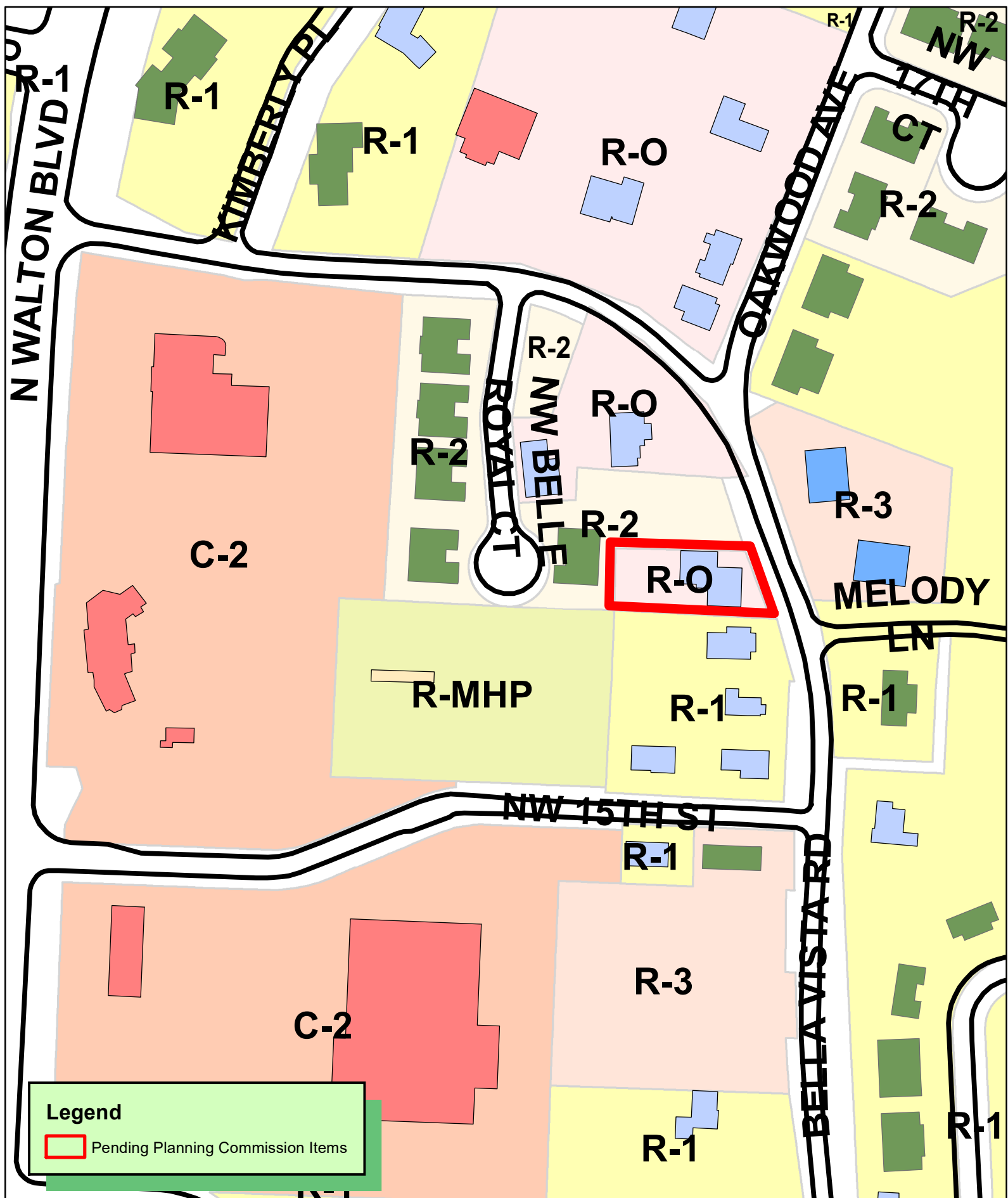
The Future Land Use Plan currently depicts this property as Low-Density Residential, however, the applicant is requesting a change in the Future Land Use Plan to Medium-Density Residential. Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12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

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

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

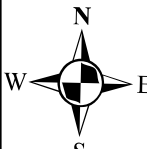
The intent of the R-2 District is to encourage the basic land use restrictions as the R-1 District. It allows slightly higher population density than the R-1 District, with residential and related uses separated from commercial and industrial activity. Such a district shall encourage and maintain duplex 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.

While this request is not consistent with the Future Land Use Plan, it is consistent with some of the uses of the surrounding zoning districts and development patterns located in the vicinity.



Legend

 Pending Planning Commission Items


1 inch = 150 feet

RZ22-0046 10/4/22
REZONING R-O TO R-2
BRAITHWAITE PARK ADDITION
LOT 7 BLOCK 1



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: RZ22-0046)

WHEREAS, Audrey Burnett on behalf of Village View 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 7, BLOCK 1 OF BRAITHWAITE PARK SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS DESCRIBED AS BEGINNING AT THE SE CORNER OF LOT 7, RUN THENCE WEST 200 FEET; THENCE NORTH 80 FEET; THENCE EAST TO THE WEST RIGHT OF WAY LINE OF THE BELLA VISTA ROAD; THENCE ON A CURVE SOUTHEASTERLY WITH THE RIGHT OF WAY OF SAID BELLA VISTA ROAD TO THE POINT OF BEGINNING.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 4, 2022 at the Council Chambers of the City of Bentonville;

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

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

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

Section 1: That the above described real property is hereby changed from its present land use classification of 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

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-O, RESIDENTIAL OFFICE TO R-2, MEDIUM
DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL; AND FOR
OTHER PURPOSES.**

(PROJECT NUMBER: RZ22-0046)

WHEREAS, Audrey Burnett on behalf of Village View 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-O, RESIDENTIAL OFFICE 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 7, BLOCK 1 OF BRAITHWAITE PARK SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS DESCRIBED AS BEGINNING AT THE SE CORNER OF LOT 7, RUN THENCE WEST 200 FEET; THENCE NORTH 80 FEET; THENCE EAST TO THE WEST RIGHT OF WAY LINE OF THE BELLA VISTA ROAD; THENCE ON A CURVE SOUTHEASTERLY WITH THE RIGHT OF WAY OF SAID BELLA VISTA ROAD TO THE POINT OF BEGINNING.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 4, 2022 in the Council Chambers of the City of Bentonville;

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-O, RESIDENTIAL OFFICE to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-O, RESIDENTIAL OFFICE 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	10/11/2022
Department	Planning
Submitted by	Shelli Kerr
Phone	(479) 271-6822

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

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

Ordinance adopting the 2021 International Property Maintenance Code® (IPMC®) with local amendments and repealing certain Bentonville Municipal Code sections.

Estimated Cost	
----------------	--

Is this Item Budgeted?	☐ Yes ☐ No
------------------------	--

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

--





Adoption of Property Maintenance Code

CC Date: 10/11/2022

Reviewer: Shelli Kerr, AICP, Comprehensive Planning Manager

Type	Amendment
Code Impacted	Property Maintenance Code

<http://www.bentonvillear.com/198/Code-Amendments>

Background

The Bentonville Property Maintenance Code was adopted in 1998 with Ordinance No. 98-24. It was a combination of a model property maintenance code and various independent regulations within the city code.

The City of Bentonville has since adopted the *2012 Arkansas Fire Prevention Code*® (Vol. 1 – Fire, Vol. 2-Building, and Vol. 3 – Residential) for its building and fire safety regulations. This is based on the *2012 International Fire Code*® prepared by the International Code Council® (ICC®).

The *2021 International Property Maintenance Code*® (IPMC®) establishes minimum requirements for the maintenance of existing buildings through model code regulations that contain clear and specific property maintenance and property improvement provisions. The 2021 edition is fully compatible with all of the *International Codes*® (I-Codes®) published by the International Code Council® (ICC®).

For consistency with the adopted building and fire codes, staff recommends basing Bentonville's Property Maintenance Code on the *2021 International Property Maintenance Code*®, with minor local adjustments.

New Sections Based on 2021 IPMC®

The proposed ordinance is based on the *2021 International Property Maintenance Code*®. Below is a list of sections that are new; they are in the *2021 IPMC*® but not in the currently adopted 1998 Property Maintenance Code.

- Sec. 76-202: Added the following terms: Anchored, Cost of demolition or emergency repairs, detached, deterioration, "Easement, emergency escape and rescue opening, equipment support, guard, historic building, housekeeping unit, inoperable motor vehicle, labeled, neglect, public way, sleeping unit, strict liability offence, ultimate deformation,
- Sec. 76-303: Added regulations maintenance of swimming pools, spas and hot tubs.
- Sec. 76-304: Greater detail on unsafe conditions for exterior structure including security and gates.
- Sec. 76-306: Expanded section on unsafe conditions for interior structures.
- Sec. 76-402: Expanded section on light.
- Sec. 76-504: Added regulations for plumbing system hazards.
- Sec. 76-505: Added regulations on nonpotable water reuse systems.
- Sec. 76-506: Added section on grease interceptors.
- Sec. 76-604: Added regulations on the abatement of electrical hazards with water and fire exposure.
- Sec. 76-605: Added section regarding the use of flexible cords for permanent wiring.
- Sec. 76-606: Added section regarding elevators, escalators and dumbwaiters.
- Sec. 76-607: Added section regarding duct systems.
- Article VII.: Reorganized this chapter on Fire Safety Requirement.

ORDINANCE STAFF REPORT

Local Amendments to 2021 IPMC®,

Below is a list of the local amendments to the 2021 IPMC®, which are shown in orange underlined text in the proposed ordinance.

- Sec. 76-202: Added definitions for noxious weeds and weeds, removing “Grass” as being categorized as a weed.
- Sec. 76-102.12: Added a statement that allows public safety to use properties for training purposes.
- Sec. 76-302.1: Expanded to be more specific about sanitation conditions.
- Sec. 76-302.2: Incorporated existing standards regarding grading and drainage.
- Sec. 76-302.3: Incorporated existing standards regarding sidewalk maintenance and adjacent right of way.
- 76-302.4: Added an exception for weeds in detention/retention ponds not to exceed 10” instead of the 8”.
- Sec. 76-302.8: Removed “unlicensed vehicles” from the inoperative category if it is under the ownership of the owner of the property on which it is located.

Repeals

The following sections of the Bentonville Municipal Code should be repealed upon adoption of this new code to avoid redundancy and conflicts.

Sec. 14-231 Property Maintenance Code: Adopting new code and codifying.

Sec. 82-1 Streets and Alleys: Incorporated into proposed ordinance, see *Sec. 76-302.3 Sidewalks, driveways and adjacent right of way.*

Sec. 82-2 Gutters or Ditches: Incorporated into proposed ordinance, see *Sec. 76-302.2 Grading and drainage.*

Article 42-II Maintenance of Real Property – Addressed in the proposed ordinance, see old to new sections listed below:

Bentonville Municipal Code Section	Proposed Ordinance Section
42-20	76-302.1
42-21	76-302.2
42-22, 23	76.111.4
42-24	76-109
42-25, 26, 27	76-107
42-28	several sections would apply
42-29	76-109

Article 94-V Nonoperating vehicles - Addressed in proposed ordinance, see current and proposed sections listed below.

Bentonville Municipal Code Section	Proposed Ordinance Section
94-121	76-202
94-122	76-302.8
94-123	76.302.8
94-124	76-109

Recommendation: Staff recommends approval of adoption of the 2021 *International Property Maintenance Code*® with local amendments.

ORDINANCE NO. _____
AN ORDINANCE ADOPTING A PROPERTY MAINTENANCE
CODE; REPEALING REDUNDANT OR CONFLICTING CODES WITHIN THE
CITY OF BENTONVILLE MUNICIPAL CODE;
AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville has adopted the *2012 Arkansas Fire Prevention Code* for fire, building and residential structures;

WHEREAS, the *2012 Arkansas Fire Prevention Code* is based on the *2012 International Fire Code®* prepared by the International Code Council® (ICC®);

WHEREAS, the *International Property Maintenance Code®* (IPMC®) establishes minimum requirements for the maintenance of existing buildings through model code regulations that contain clear and specific property maintenance and property improvement provisions;

WHEREAS, the 2021 edition of the *International Property Maintenance Code®* (IPMC®) is fully compatible with all of the International Codes® (I Codes®) published by the International Code Council® (ICC®); and

WHEREAS, basing the City's property maintenance code on the *2021 International Property Maintenance Code®* will align these regulations and provide consistency for compliance and enforcement.

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

Section 1 – Adoption of Property Maintenance Code: That Bentonville Municipal Code, should be and the same is hereby amended with the following *Attachment A: Chapter 76 Property Maintenance*, 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 – Repeals: That the following subsections of the Bentonville Municipal Code should be and the same is hereby repealed:

- Sec. 14-231 Property Maintenance Code
- Sec. 82-1 Streets and Alleys
- Sec. 82-2 Gutters or Ditches
- Article 42-II Maintenance of Real Property
- Article 94-V Nonoperating vehicles

Section 3 – Appointment: The Planning and Community Development Director is hereby appointed as the Code Official as identified in Chapter 76-Property Maintenance Code;

Section 4 - Severability Provision: Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances or Resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

CHAPTER 76 PROPERTY MAINTENANCE

ARTICLE 1 SCOPE AND ADMINISTRATION

Sec. 76-101. Scope and General Requirements.

1. *Title.* These regulations shall be known as the Property Maintenance Code of [The City of Bentonville, Arkansas](#), hereinafter referred to as “this code.”
2. *Scope.* The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment, and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, an owner’s authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.
3. *Purpose.* The purpose of this code is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a reasonable minimum level of health, safety and general welfare as required herein.

Sec. 76-102. Applicability.

1. *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.
2. *Maintenance.* Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was conducted, altered or repaired shall be maintained in good working order. An owner, owner’s authorized agent, operator or occupant shall not cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner’s designated agent shall be responsible for the maintenance of buildings, structures and premises.
3. *Application of other codes.* Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the most recently adopted building, fire, fuel gas, plumbing and mechanical codes and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the [Bentonville Zoning Code or Land Development Code](#).
4. *Existing remedies.* The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure that is dangerous, unsafe and unsanitary.
5. *Workmanship.* Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer’s installation instructions.

6. *Structural analysis.* Where structural analysis is used to determine if an unsafe structural condition exists, the analysis shall be permitted to use nominal strengths, nominal loads, load effects, required strengths and limit states in accordance with the requirements under which the structure was constructed or in accordance with any subsequent requirement.

7. *Historic buildings.* The provisions of this code shall not be mandatory for existing buildings or structures designated by the state or local jurisdiction as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

8. *Referenced codes and standards.* The codes and standards referenced in this code shall be those that are listed in Article 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in *Sec. 76-102.8.a Conflicts* and *Sec. 76-102.8.b Provisions in referenced codes and standards.*

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

- a. *Conflicts.* Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.
- b. *Provisions in referenced codes and standards.* Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

9. *Requirements not covered by code.* Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

10. *Application of references.* References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

11. *Other laws.* The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

12. *Public safety use.* This code shall not apply to properties being utilized by the Bentonville Fire Department and/or Bentonville Police Department provided that such property:

- a. has been approved for such use by the appropriate Fire and/or Police Department official(s);
- b. is subject to a signed release by the property owner allowing such training; and
- c. is utilized for training for a period not to exceed sixty (60) days.

This exception shall not extend beyond the training period.

Sec. 76-103. Code Enforcement Division.

1. *Creation of division.* The Code Enforcement Division is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

2. *Appointment.* The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

3. *Deputies.* In accordance with the prescribed procedure of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy

code official, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the code official.

Sec. 76-104. Fees.

1. *Fees.* The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as established by City Council.

2. *Refunds.* The code official is authorized to establish a refund policy.

Sec. 76-105. Duties and powers of the code enforcement division.

1. *General.* The code official is hereby authorized and directed to enforce the provisions of this code. The code official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

2. *Inspections.* Code enforcement officers shall make all of the required inspections. All reports of such inspections shall be in writing. Code enforcement officers are authorized to engage such expert opinions as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the code official.

3. *Right of entry.* Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this code, the code official and code enforcement officers are authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or premises is occupied the code official and code enforcement officers shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the code official shall first make a reasonable effort to locate the owner, owner's authorized agent or other person having charge or control of the structure or premises and request entry. If entry is refused, the code official shall have recourse to the remedies provided by law to secure entry.

4. *Identification.* The code official and code enforcement officers shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

5. *Notices and orders.* The code official and code enforcement officers shall issue all necessary notices or orders to ensure compliance with this code.

6. *Department records.* Code official shall keep official records of all business and activities of the division specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

7. *Liability.* The code official, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act required or permitted in the discharge of official duties.

- a. *Legal defense.* Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representation of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the department of property maintenance

inspection, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

Sec. 76-106. Approval.

1. *Modifications.* Whenever there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases, provided the code official shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

2. *Alternative materials, design and methods of construction and equipment.* The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not approved, the code official shall respond in writing, stating the reasons why the alternative was not approved.

3. *Required testing.* Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the code official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction.

(a) *Test methods.* Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the code official shall be allowed to approve appropriate testing procedures performed by an approved agency.

(b) *Test reports.* Reports of tests shall be retained by the division for the period required for retention of public records.

4. *Used material and equipment.* Materials that are reused shall comply with the requirements of this code for new materials. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and approved by the code official.

5. *Approved materials and equipment.* Materials, equipment and devices approved by the code official shall be constructed and installed in accordance with such approval.

6. *Research reports.* Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

Sec. 76-107. Means of Appeal.

1. *General.* In order to hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code, shall be heard by the Board of Adjustment, as established in Bentonville Municipal Code, Appendix A Zoning Code, Sec. 301.04 Board of Adjustment.

2. *Limitations of authority.* An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

3. *Qualifications.* The board of appeals shall consist of members who meet the requirements as established in Bentonville Municipal Code, Appendix A Zoning Code, Sec. 301.04 Board of Adjustment.

4. *Administration.* The code official shall take immediate action in accordance with the decision of the board.

Sec. 76-108. Reserved.

Sec. 76-109. Violations.

1. *Unlawful acts.* It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

2. *Notice of violation.* The code official shall serve a notice of violation or order in accordance with *Sec. 76-111.4 Notice.*

3. *Prosecution of violation.* Any person failing to comply with a notice of violation or order served in accordance with *Sec. 76-111.4 Notice* shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate, in accordance with Arkansas State Statutes.

4. *Violation penalties.* Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

5. *Abatement of violation.* The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

Sec. 76-110. Stop Work Order.

1. *Authority.* Where the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

2. *Issuance.* The stop work order shall be in writing and shall be given to the owner of the property, to the owner's authorized agent, or to the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

3. *Emergencies.* Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

4. *Failure to comply.* Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

Sec. 76-111. Unsafe Structures and Equipment.

1. *Unsafe conditions.* When a structure or equipment is found by the code official, [in consultation with Fire and Building Safety](#), to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

- a. *Unsafe structures.* An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.
- b. *Unsafe equipment.* Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure that is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.
- c. *Structure unfit for human occupancy.* A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.
- d. *Unlawful structure.* An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.
- e. *Dangerous structure or premises.* For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be dangerous:
 - (1) Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the adopted building or fire code of the jurisdiction as related to the requirements for existing buildings.
 - (2) The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
 - (3) Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
 - (4) Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
 - (5) The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially

or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

- (6) The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
- (7) The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
- (8) Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the adopted building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
- (9) A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
- (10) Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.
- (11) Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

2. *Closing of vacant structures.* If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource in accordance with the boarding standards set forth in Article IX Boarding.

- a. *Authority to disconnect service utilities.* The code official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in *Sec. 76-102.8 Referenced Codes* in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The code official shall notify the serving utility and, whenever possible, the owner or owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the owner, owner's authorized agent or occupant of the building structure or service system shall be notified in writing as soon as practical thereafter.

3. *Record.* The code official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

4. *Notice.* Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in *Sec. 76-111.4.a Form* and *Sec. 76-111.4.b Method of Service* to the owner or the owner's authorized agent, for the violation as specified in this code. Notices for condemnation procedures shall comply with this section.

- a. *Form.* Such notice shall be in accordance with all of the following:
 - (1) Be in writing.
 - (2) Include a description of the real estate sufficient for identification.
 - (3) Include a statement of the violation or violations and why the notice is being issued.
 - (4) Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
 - (5) Inform the property owner or owner's authorized agent of the right to appeal.
 - (6) Include a statement of the right to file a lien in accordance with *Sec. 76-109.3 Prosecution of Violation*.
- b. *Method of service.* Such notice shall be deemed to be properly served where a copy thereof is served in accordance with one of the following methods:
 - (1) A copy is delivered personally.
 - (2) A copy is sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested.
 - (3) A copy is delivered in any other manner as prescribed by local law.

If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

5. *Unauthorized tampering.* Signs, tags or seals posted or affixed by the code enforcement division shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official.

6. *Transfer of ownership.* It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

7. *Placarding.* Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard. Such notice shall be posted in a conspicuous place in or about the structure affected by such notice. If the notice pertains to equipment, it shall be placed on the condemned equipment.

- a. *Placard removal.* The code enforcement division shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were

based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

8. *Prohibited occupancy.* Any occupied structure condemned and placarded by the code enforcement division shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or owner's authorized agent who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

9. *Restoration or abatement.* The structure or equipment determined to be unsafe by the code official is permitted to be restored to a safe condition. The owner, owner's authorized agent, operator or occupant of a structure, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action. To the extent that repairs, alterations, or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions, or change of occupancy shall comply with the requirements of the International Existing Building Code.

Sec. 76-112. Emergency Measures

1. *Imminent danger.* When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Enforcement Division." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

2. *Temporary safeguards.* Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

3. *Closing streets.* When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.

4. *Emergency repairs.* For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

5. *Costs of emergency repairs.* Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises or owner's authorized agent where the unsafe structure is or was located for the recovery of such costs.

6. *Hearing.* Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

Sec. 76-113 Demolition

1. *General.* The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment

after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the code official shall order the owner or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless approved by the code official.

2. *Notices and orders.* Notices and orders shall comply with *Sec. 76- 111.4 Notices.*

3. *Failure to comply.* If the owner of a premises or owner's authorized agent fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

4. *Salvage materials.* Where any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

ARTICLE II. DEFINITIONS

Sec. 76-201. General.

1. *Scope.* Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

2. *Interchangeability.* Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural the singular.

3. *Terms defined in other codes.* Where terms are not defined in this code and are defined in the [codes listed in Sec. 76-801. Referenced Codes](#), such terms shall have the meanings ascribed to them as in those codes.

Exception: When used within this code the terms unsafe and dangerous shall have only the meanings ascribed to them in this code.

4. *Terms not defined.* Where terms are not defined, through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.\

5. *Parts.* Whenever the words “dwelling unit,” “dwelling,” “premises,” “building,” “rooming house,” “rooming unit,” or “story” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

Sec. 76-202. General definitions.

Anchored. Secured in a manner that provides positive connection.

Approved. Approved by the code official.

Basement. That portion of a building which is partly or completely below grade.

Bathroom. A room containing plumbing fixtures including a bathtub or shower.

Bedroom. Any room or space used or intended to be used for sleeping purposes.

Code official. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

Condemn. To adjudge unfit for occupancy.

Cost of such demolition or emergency repairs. The costs shall include the actual costs of the demolition or repair of the *structure* less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a *code official*, the governing body or board of adjustment.

Detached. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

Deterioration. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

Dwelling unit. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Easement. That portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner(s)* of the property. The *easement* shall be permitted to be for use under, on or above said lot or lots.

Emergency escape and rescue opening. An operable exterior window, door or other similar device that provides for a means of escape and access for rescue in the event of an emergency.

Equipment support. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the *structure*.

Exterior property. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

Extermination. The control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping or by any other approved pest elimination methods.

Garbage. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Guard. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

Habitable space. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces.

Historic building. Any building or *structure* that is one or more of the following:

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or locally designated historic district.

Housekeeping unit. A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating that does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

Imminent danger. A condition which could cause serious or life-threatening injury or death at any time.

Infestation. The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

Inoperable motor vehicle. A vehicle that cannot be driven upon the public streets for reason including but not limited to being **unlicensed**, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

Labeled. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, *approved* agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and **whose** labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose

Let for occupancy or let. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner

of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

Neglect. The lack of proper maintenance for a building or *structure*.

Noxious weed. Any plant which is considered to be harmful to the environment or animals and designated by a Federal, State or county government as injurious to public health, agriculture, recreation, wildlife or property.

Occupancy. The purpose for which a building or portion thereof is utilized or occupied.

Occupant. Any individual living or sleeping in a building; or having possession of a space within a building.

Openable area. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

Operator. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

Owner. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county, or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Person. An individual, corporation, partnership or any other group acting as a unit.

Pest elimination. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

Premises. A lot, plot or parcel of land including any structures thereon.

Public way. Any street, alley or other parcel of land that: is open to the outside air; leads to a street; has been deeded, dedicated or otherwise permanently appropriated to the public for public use; and has a clear width and height of not less than 10 feet (3048 mm).

Rooming house. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one-family dwelling or a two-family dwelling.

Rooming unit. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

Rubbish. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

Sleeping unit. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

Strict liability offense. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

Structure. That which is built or constructed.

Tenant. A person, corporation, partnership or group, whether or not the legal owner of record,

occupying a building or portion thereof as a unit.

Toilet room. A room containing a water closet or urinal but not a bathtub or shower.

Ultimate deformation. The deformation at which failure occurs and that shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

Ventilation. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

Weed. Any plant that is growing where it is not wanted or was not intentionally sown and in competition with cultivated plants and grass.

Workmanlike. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged, and without marring adjacent work.

Yard. An open space on the same lot with a structure.

ARTICLE III. GENERAL REQUIREMENTS

Sec. 76-301. General.

1. *Scope.* The provisions of this article shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

2. *Responsibility.* The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which do not comply with the requirements of this article. Occupants of a dwelling unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit or premises which they occupy and control.

3. *Vacant structures and land.* All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health and safety.

Sec. 76-302. Exterior property areas.

1. *Sanitation.* All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition. Said property shall be clear of any unsanitary or unsightly conditions including, but not limited to, an accumulation of trash or garbage, waste products from commercial activity; or the refuse accumulations of animal, fruit or vegetable matter, rubbish, leaves, limbs, brush, logs, weeds, metal, plastic, paper, or other offensive odors, or which may provide a harborage for insects, flies or rodents, or may likely increase the risk of hazard of fire or constitute a public nuisance or which may create a condition offensive or dangerous to health, safety, aesthetics or public welfare generally.

2. *Grading and drainage.* All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon. No person shall allow any dirt, mud, rocks, filth or obstruction of any kind to accumulate in the gutter or ditch in front of his premises or in drainage easements, and all owners or occupants of property are required to keep the gutter or ditch, in front of their premises and in all drainage easements clean, open and free from trash and weeds, and all obstructions to the easy and rapid flow of water.

Exception. Approved retention areas and reservoirs.

3. *Sidewalks, driveways and adjacent right of way.* All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in proper state of repair, and maintained free from hazardous conditions. It shall be the duty of every owner or occupant of any lot or premises in this city along which any street or alleys runs, to keep said street or alley from the middle line thereof to the side next to him, free from all manner and kind of mud, rocks, filth, garbage, trash, debris or decaying animal and vegetable substance of every kind.

4. *Weeds.* All premises or lawns shall be maintained to prohibit the growth of weeds and grass in excess of 8". Noxious weeds shall be prohibited. ~~Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs, provided; however, this section shall not include shrubs, cultivated flowers, or gardens.~~

Exception. Weeds or grass in platted detention/retention ponds shall not exceed 10" in height.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Sec.76-109.3

Prosecution of violation and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

Exception. This section shall not apply to areas zoned agricultural used for pastures and/or crop cultivation.

5. *Rodent harborage.* All structures and exterior property shall be kept free from rodent infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After examination, proper precautions shall be taken to prevent re-infestation.

6. *Exhaust vents.* Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

7. *Accessory structures.* All accessory structures, including detached garages, fences and walls, **and accessory dwelling units** shall be maintained structurally sound and in good repair.

8. *Motor vehicles.* Except as provided for in other regulations, inoperative **or unlicensed** motor vehicle shall not be parked, kept or stored on any premises **other than in a carport or enclosed building**, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes **and that the vehicle is registered to the property owner**.

9. *Defacement of property.* A person shall not willfully or wantonly damage, mutilate or deface any exterior surface of any *structure* or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

10. **Appliances.** **No appliances, including water heaters, washing machines, dryers, refrigerators, freezers, televisions, etc., shall be stored or discarded in any yard.**

Sec. 76-303. Swimming pools, spas and hot tubs.

1. *Swimming pools.* Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

2. *Enclosures.* Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. An existing pool enclosure shall not be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F1346 shall be exempt from the provisions of this section.

Sec. 76-304 Exterior structure.

1. *General.* The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

2. *Unsafe conditions.* The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the currently adopted building code as required for existing buildings:

- a. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- b. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- c. Structures or components thereof that have reached their limit state.
- d. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- e. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- f. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- g. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- h. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- i. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- j. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- k. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- l. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- m. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

- (a) Where substantiated otherwise by an approved method.

(b) Demolition of unsafe conditions shall be permitted where approved by the code official.

2. *Protective treatment.* All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches and trim shall be maintained in a good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints shall be maintained weather resistant and water tight.

3. *Premises identification.* Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property, in compliance with Bentonville Municipal Code, Appendix B, Land Development Code, Article 1600 Addressing.

4. *Structural members.* All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

5. *Foundation walls.* All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

6. *Exterior walls.* All exterior walls shall be free from holes, breaks, loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

7. *Roofs and drainage.* The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

8. *Decorative features.* All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

9. *Overhang extensions.* All canopies, marquees, signs, metal awnings, fire escapes, standpipes, exhaust ducts and similar overhang extensions shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

10. *Stairways, decks, porches and balconies.* Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

11. *Chimneys and towers.* All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

12. *Handrails and guards.* Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

13. *Window, skylight and door frames.* Every window, skylight door and frame shall be kept in sound condition, good repair and weather tight.

a. *Glazing.* All glazing materials shall be maintained free from cracks and holes.

b. *Openable windows.* Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

14. *Insect screens.* Every door, window and other outside opening utilized or required for ventilation purposes serving any structure containing habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 76 mesh per inch and every swinging door shall have a self-closing device in good working condition.

Exception. Screen doors shall not be required where other approved means, such as air curtains or insect repellent fans are employed.

15. *Doors.* All exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with *Sec. 76-702.3 Locked doors.*

16. *Basement hatchways.* Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

17. *Guards for basement windows.* Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

18. *Building security.* Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

- a. *Doors.* Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.
- b. *Windows.* Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.
- c. *Basement hatchways.* Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

19. *Gates.* Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

Sec. 76-304. Interior structure.

1. *General.* The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Every occupant shall keep that part of the structure which such occupant occupies or controls in a clean and sanitary condition. Every owner of a structure containing a rooming house, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared public areas of the structure and exterior property.

2. *Unsafe conditions.* The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the currently adopted building code as required for existing buildings:

- a. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- b. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- c. Structures or components thereof that have reached their limit state.
- d. Structural members are incapable of supporting nominal loads and load effects.
- e. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- f. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

- a. Where substantiated otherwise by an approved method.
- b. Demolition of unsafe conditions shall be allowed where approved by the code official.

2. *Structural members.* All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

3. *Interior surfaces.* All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.

4. *Stairs and walking surfaces.* Every stair, ramp, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

5. *Handrails and guards.* Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

6. *Interior doors.* Every existing interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

Sec. 76-306. Component Serviceability.

1. *General.* The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

2. *Unsafe conditions.* Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code as required for existing buildings:

- a. Soils that have been subjected to any of the following conditions:
 - (1) Collapse of footing or foundation system.
 - (2) Damage to footing, foundation, concrete or other structural element due to soil expansion.
 - (3) Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil.
 - (4) Inadequate soil as determined by a geotechnical investigation.
 - (5) Where the allowable bearing capacity of the soil is in doubt. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.

- b. Concrete that has been subjected to any of the following conditions:
 - (1) Deterioration.
 - (2) Ultimate deformation.
 - (3) Fractures.
 - (4) Fissures.
 - (5) Spalling.
 - (6) Exposed reinforcement.
 - (7) Detached, dislodged or failing connections.
- c. Aluminum that has been subjected to any of the following conditions:
 - (1) Deterioration.
 - (2) Corrosion.
 - (3) Elastic deformation.
 - (4) Ultimate deformation.
 - (5) Stress or strain cracks.
 - (6) Joint fatigue.
 - (7) Detached, dislodged or failing connections.
- d. Masonry that has been subjected to any of the following conditions:
 - (1) Deterioration.
 - (2) Ultimate deformation.
 - (3) Fractures in masonry or mortar joints.
 - (4) Fissures in masonry or mortar joints.
 - (5) Spalling.
 - (6) Exposed reinforcement.
 - (7) Detached, dislodged or failing connections.
- e. Steel that has been subjected to any of the following conditions:
 - (1) Deterioration.
 - (2) Elastic deformation.
 - (3) Ultimate deformation.
 - (4) Metal fatigue.
 - (5) Detached, dislodged or failing connections.
- f. Wood that has been subjected to any of the following conditions:
 - (1) Ultimate deformation.
 - (2) Deterioration.
 - (3) Damage from insects, rodents and other vermin.
 - (4) Fire damage beyond charring.
 - (5) Significant splits and checks.
 - (6) Horizontal shear cracks.
 - (7) Vertical shear cracks.
 - (8) Inadequate support.
 - (9) Detached, dislodged or failing connections.
 - (10) Excessive cutting and notching.

Exceptions:

- a. Where substantiated otherwise by an approved method.
- b. Demolition of unsafe conditions shall be permitted where approved by the code official.

Sec. 76-307. Handrails and Guardrails

1. *General.* Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp

or other walking surface that is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall be not less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall be not less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: Guards shall not be required where exempted by the currently adopted building code.

Sec. 76-308. Rubbish and garbage.

1. *Accumulation of rubbish or garbage.* All exterior property and premises, and the interior of every structure shall be free from any accumulation of rubbish or garbage.

2. *Disposal of rubbish.* Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

a. *Rubbish storage facilities.* The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

b. *Refrigerators.* Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.

3. *Disposal of garbage.* Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

a. *Garbage facilities.* The owner of every dwelling shall supply one of the following: an approved mechanical food water grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leakproof, covered, outside garbage container.

b. *Containers.* The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leak-proof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

Sec. 76-309. Pest Elimination

1. *Infestation.* All structures shall be kept free from insect and rodent infestation. All structures in which insects are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation.

2. *Owner.* The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

3. *Single occupant.* The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for extermination of the premises.

4. *Multiple occupancy.* The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupants shall be responsible for extermination.

5. *Occupant.* The occupant of any structure shall be responsible for the continued rodent and pest free condition of the structure.

Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for pest elimination.

ARTICLE IV. LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

Sec. 76-401. General.

1. *Scope.* The provisions of this article shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.

2. *Responsibility.* The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy any premises that do not comply with the requirements of this article.

3. *Alternative devices.* In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the adopted building code shall be permitted.

Sec. 76-402. Light

1. *Habitable spaces.* Every habitable space shall have not less than one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, or not less than 25 square feet (2.33 m²), whichever is greater. The exterior glazing area shall be based on the total floor area being served.

2. *Common halls and stairways.* Every common hall and stairway in residential occupancies, other than in one and two-family dwellings, shall be lighted at all times with not less than a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, interior and exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with not less than 1 footcandle (11 lux) at floors, landings and treads.

3. *Other spaces.* Other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

Sec. 76-403. Ventilation.

1. *Habitable spaces.* Every habitable space shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Sec. 76-402.1 Habitable Spaces.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

2. *Bathrooms and toilet rooms.* Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Sec. 403.1, except that a window shall

not be required in spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.

3. *Cooking facilities.* Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in a rooming unit or dormitory unit.

Exceptions:

1. Where specifically approved in writing by the code official.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.
4. *Process ventilation.* Where injurious, toxic, irritation or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.
5. *Clothes dryer exhaust.* Clothes dryer venting systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and labeled condensing (ductless) clothes dryers.

Sec. 76-404. Occupancy limitations.

1. *Privacy.* Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.
2. *Minimum room widths.* A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.
3. *Minimum ceiling heights.* Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152 mm) below the required ceiling height.
2. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.
4. *Bedroom and living room requirements.* Every bedroom and living room shall comply with the requirements below.
 - a. *Room area.* Every living room shall contain not less than 120 square feet (11.2 m²) and every bedroom shall contain not less than 70 square feet (6.5 m²) and every bedroom

occupied by more than one person shall contain not less than 50 square feet (4.6 m2) of floor area for each occupant thereof.

- b. *Access from bedrooms.* Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

Exception: Units that contain fewer than two bedrooms.

- c. *Water closet accessibility.* Every bedroom shall have access to not less than one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to not less than one water closet and lavatory located in the same story as the bedroom or an adjacent story.
 - d. *Prohibited occupancy.* Kitchens and nonhabitable spaces shall not be used for sleeping purposes.
 - e. *Other requirements.* Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Article 5; the heating facilities and electrical receptacle requirements of Article 6; and the smoke detector and emergency escape requirements of Article 7.
5. *Overcrowding.* Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of *Table 404.5 Occupancy minimum area requirements*.

Table 404.5. Occupancy minimum area requirements.

Space	Minimum area in square feet ^c		
	1-2 occupants	3-5 occupants	6 or more
Living room ^{a, b}	120	120	150
Dining room ^{a, b}	No requirement	80	100
Bedrooms	Shall comply with Sec. 404.4.a		

For SI: 1 square foot = 0.0929 m2.

Note a. See *Sec. 76-404.5.b Combined spaces* for combined living room/dining room spaces.

Note b. See *Sec. 76-404.5.a Sleeping area* for limitations on determining minimum occupancy area for sleeping purposes.

- a. *Sleeping area.* The minimum occupancy area required by *Table 404.5 Occupancy minimum area requirements* shall not be included as sleeping area in determining minimum occupancy area for sleeping purposes. All sleeping areas shall comply with *Sec. 76-404.4 Bedroom requirements*.
 - b. *Combined spaces.* Combined living room and dining room spaces shall comply with the requirements of *Table 404.5 Occupancy minimum area requirements* if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.
6. *Efficiency unit.* Nothing in this section shall prohibit an efficiency living unit meeting the following requirements.
- a. A unit occupied by not more than one occupant shall have a clear floor area of not less

than 220 square feet (20.4 m²). A unit occupied by not more than two occupants shall have a clear floor area of not less than 220 square feet (29.7 m²). A unit occupied by three occupants shall have a clear floor area of not less than 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by paragraphs (b) and (c).

- b. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided.
- c. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.
- d. The maximum number of occupants shall be three.

7. *Food preparation.* All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

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ARTICLE V.
PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

Sec. 76-501. General.

1. *Scope.* The provisions of this article shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

2. *Responsibility.* The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises which does not comply with the requirements of this article.

Sec. 76-502. Required facilities.

1. *Dwelling units.* Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

2. *Rooming houses.* At least one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.

3. *Hotels.* Where private water closets, lavatories, and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten occupants.

4. *Employee's facilities.* A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

a. *Drinking facilities.* Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler, or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.

5. *Public toilet facilities.* Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the International Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.

Sec. 76-503. Toilet rooms.

1. *Privacy.* Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

2. *Location.* Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units, or housekeeping units shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

3. *Location of employee toilet facilities.* Toilet facilities shall have access from within the employees' regular working area. The required toilet facilities shall be located not more than one story above or below the employee's regular working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or

combined employee and public facilities.

Exception. Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employee's regular working area to the facilities.

4. *Floor surface.* In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

Sec. 76-504. Plumbing fixtures.

1. *General.* All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks, and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

2. *Fixture clearances.* Plumbing fixtures shall have adequate clearances for usage and cleaning.

3. *Plumbing system hazards.* Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

Sec. 76-505. Water system.

1. *General.* Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the currently adopted plumbing code.

2. *Contamination.* The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the floor level rim of the fixture. Shampoo basin faucets, janitor sink faucets, and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

3. *Supply.* The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

4. *Water heating facilities.* Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facilities at a temperature of not less than 100 degrees F. (43 degrees C.). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

5. *Nonpotable water reuse systems.* Nonpotable water reuse systems and rainwater collection and conveyance systems shall be maintained in a safe and sanitary condition. Where such systems are not properly maintained, the systems shall be repaired to provide for safe and sanitary conditions, or the system shall be abandoned in accordance with *Sec. 76-505.5.a Abandonment of systems.*

- a. *Abandonment of systems.* Where a nonpotable water reuse system or a rainwater collection and distribution system is not maintained or the *owner* ceases use of the system, the system shall be abandoned in accordance with the currently adopted plumbing code.

Sec. 76-506. Sanitary drainage system.

1. *General.* Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.
2. *Maintenance.* Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.
3. *Grease interceptors.* Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the code official.

Sec. 76-507. Storm drainage.

1. *General.* Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance or negative impact.

ARTICLE VI. MECHANICAL AND ELECTRICAL REQUIREMENTS

Sec. 76-601. General.

1. *Scope.* The provisions of this article shall govern the minimum mechanical and electrical facilities and equipment to be provided.

2. *Responsibility.* The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises which does not comply with the requirements of this article.

Sec. 76-602. Heating facilities.

1. *Facilities required.* Heating facilities shall be provided in structures as required by this section.

2. *Residential occupancies.* Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68 degrees F. (20 degrees C.) in all habitable rooms, bathrooms and toilet rooms based on the outside design temperature required for the locality in the currently adopted plumbing code. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating. The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

3. *Heat supply.* Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either express or implied, to furnish heat to the occupants thereof shall supply sufficient heat during the period from September 1st to April 30th to maintain a minimum temperature of 68 degrees F (20 degrees C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in the currently adopted plumbing code.
2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

4. *Occupiable work spaces.* Indoor occupiable work spaces shall be supplied with heat during the period from September 1st to April 30th to maintain a temperature of not less than 65 degrees F. (18 degrees C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

5. *Room temperature measurement.* The required room temperature shall be measured at a point 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

Sec. 76-603. Mechanical equipment.

1. *Mechanical equipment and appliances.* Mechanical equipment, appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

2. *Removal of combustion products.* Fuel burning equipment and appliances shall be connected to an approved chimney or vent.

Exception: Fuel-burning equipment and appliances which are labeled for unvented operation.

3. *Clearances.* Required clearances to combustible materials shall be maintained.

4. *Safety controls.* Safety controls for fuel-burning equipment shall be maintained in effective operation.

5. *Combustion air.* A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

6. *Energy conservation devices.* Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless labeled for such purpose and the installation is specifically approved.

Sec. 76-604. Electrical facilities.

1. *Facilities required.* Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and *Sec. 76-605 Electrical equipment.*

2. *Service.* The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. Dwelling units shall be served by a three-wire, 120/240 volt single phase electrical service having a minimum rating of 60 ampere.

3. *Electrical system hazards.* Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

a. *Abatement of electrical hazards associated with water exposure.* The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

(1) *Electrical equipment.* Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the currently adopted building code.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated not more than 600 volts or less.
2. Busway, rated not more than 600 volts.
3. Panelboards, rated not more than 600 volts.
4. Switchboards, rated not more than 600 volts.
5. Fire pump controllers, rated not more than 600 volts.

6. Manual and magnetic motor controllers.
7. Motor control centers.
8. Alternating current high-voltage circuit breakers.
9. Low-voltage power circuit breakers.
10. Protective relays, meters and current transformers.
11. Low- and medium-voltage switchgear.
12. Liquid-filled transformers.
13. Cast-resin transformers.
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water.
15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water.
16. Luminaires that are listed as submersible.
17. Motors.
18. Electronic control, signaling and communication equipment.

4. *Abatement of electrical hazards associated with fire exposure.* The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

- a. *Electrical equipment.* Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the currently adopted building code.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

Sec. 76-605. Electrical equipment.

1. *Installation.* All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

2. *Receptacles.* Every habitable space in a dwelling shall contain at least three separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

3. *Luminaires.* Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room and furnace room shall contain not less than one electric luminaire. Pool and spa luminaires over 15V shall have ground fault circuit interrupter protection.

4. *Wiring.* Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

Sec. 76-606. Elevators, Escalators and dumbwaiters.

1. *General.* Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building operator or be posted in a publicly conspicuous location approved by the code official. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

2. *Elevators.* In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the `elevator temporarily out of service for testing or servicing.

Sec. 76-607. Duct systems.

1. *General.* Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

ARTICLE VII. FIRE SAFETY REQUIREMENTS

Sec. 76-701. General.

(1) *Scope.* The provisions of this article shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

(2) *Responsibility.* The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this article.

Sec. 76-702. Means of egress.

1. *General.* A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the currently adopted fire code.

2. *Aisles.* The required width of aisles in accordance with the currently adopted fire code shall be unobstructed.

3. *Locked doors.* Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the currently adopted building code.

4. *Emergency escape and rescue openings.* Required emergency escape and rescue openings shall be maintained in accordance with the code in effect at the time of construction, and both of the following:

- a. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.
- b. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size complies with the code that was in effect at the time of construction and the unit is equipped with smoke alarms installed in accordance with the currently adopted building code. Such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

Sec. 76-703. Fire-resistance ratings.

1. *Fire-resistance-rated assemblies.* The provisions of this chapter shall govern maintenance of the materials, systems and assemblies used for structural fire resistance and fire-resistance-rated construction separation of adjacent spaces to safeguard against the spread of fire and smoke within a building and the spread of fire to or from buildings.

2. *Unsafe conditions.* Where any components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with the currently adopted fire code. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to that code under which the building was constructed or altered. Where the condition of components is such that any building, structure or portion thereof presents an imminent danger to the occupants of the building, structure or portion thereof, the fire code official shall act in accordance with the currently adopted fire code.

3. *Maintenance.* The required fire-resistance rating of fire-resistance-rated construction, including walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and joint systems, shall be maintained. Such elements shall be visually inspected annually by the owner and repaired, restored or replaced where damaged, altered, breached or penetrated. Records of inspections and repairs shall

be maintained. Where concealed, such elements shall not be required to be visually inspected by the owner unless the concealed space is accessible by the removal or movement of a panel, access door, ceiling tile or entry to the space. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer and any other reason shall be protected with approved methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automatic-closing doors of approved construction meeting the fire protection requirements for the assembly.

- a. *Fire blocking and draft stopping.* Required fire blocking and draft stopping in combustible concealed spaces shall be maintained to provide continuity and integrity of the construction.
- b. *Smoke barriers and smoke partitions.* Required smoke barriers and smoke partitions shall be maintained to prevent the passage of smoke. Openings protected with approved smoke barrier doors or smoke dampers shall be maintained in accordance with NFPA 105.
- c. *Fire walls, fire barriers, and fire partitions.* Required fire walls, fire barriers and fire partitions shall be maintained to prevent the passage of fire. Openings protected with approved doors or fire dampers shall be maintained in accordance with NFPA 80.

4. *Opening protectives.* Opening protectives shall be maintained in an operative condition in accordance with NFPA 80. The application of field-applied labels associated with the maintenance of opening protectives shall follow the requirements of the approved third-party certification organization accredited for listing the opening protective. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable. Fusible links shall be replaced whenever fused or damaged. Fire door assemblies shall not be modified.

- a. *Signs.* Where required by the code official, a sign shall be permanently displayed on or near each fire door in letters not less than 1 inch (25 mm) high to read as follows:
 - (1) For doors designed to be kept normally open: FIRE DOOR – DO NOT BLOCK.
 - (2) For doors designed to be kept normally closed: FIRE DOOR – KEEP CLOSED.
- b. *Hold-open devices and closers.* Hold-open devices and automatic door closers shall be maintained. During the period that such a device is out of service for repairs, the door it operates shall remain in the closed position.
- c. *Door operation.* Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

5. *Ceilings.* The hanging and displaying of salable goods and other decorative materials from acoustical ceiling systems that are part of a fire-resistance-rated horizontal assembly shall be prohibited.

6. *Testing.* Horizontal and vertical sliding and rolling fire doors shall be inspected and tested annually to confirm operation and full closure. Records of inspections and testing shall be maintained.

7. *Vertical shafts.* Interior vertical shafts, including stairways, elevator hoistways and service and utility shafts, which connect two or more stories of a building shall be enclosed or protected as required by the currently adopted fire code. New floor openings in existing buildings shall comply with the currently adopted building code.

8. *Opening protective closers.* Where openings are required to be protected, opening protectives shall be maintained self-closing or automatic-closing by smoke detection. Existing fusible-link-type automatic door-closing devices shall be replaced if the fusible link rating exceeds 135°F (57°C).

Sec. 76-704 Fire protection systems.

1. *Inspection, testing and maintenance.* Fire protection and life safety systems shall be maintained in accordance with the currently adopted fire code in an operative condition at all times, and shall be replaced or repaired where defective.

- a. *Fire protection and life safety systems.* Fire protection and life safety systems shall be installed, repaired, operated and maintained in accordance with this code, the currently adopted fire code and currently adopted building code.
- b. *Required fire protection and life safety systems.* Fire protection and life safety systems required by this code, the *currently* adopted fire code or the currently adopted building code shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection and life safety system for which a design option, exception or reduction to the provisions of this code, the currently adopted fire code or the currently adopted building code has been granted shall be considered to be a required system.
- c. *Fire protection systems.* Fire protection systems shall be inspected, maintained and tested in accordance with the following *2012 Arkansas Fire Prevention Code, Vol. 1 Fire* requirements.
 - (1) Automatic sprinkler systems, see Section 903.5.
 - (2) Automatic fire-extinguishing systems protecting commercial cooking systems, see Section 904.11.
 - (3) Automatic water mist extinguishing systems, see Section 904.11.
 - (4) Carbon dioxide extinguishing systems, see Section 904.8.
 - (5) Carbon monoxide alarms and carbon monoxide detection systems, see Section 915.6.
 - (6) Clean-agent extinguishing systems, see Section 904.10.
 - (7) Dry-chemical extinguishing systems, see Section 904.6.
 - (8) Fire alarm and fire detection systems, see Section 907.8.
 - (9) Fire department connections, see Sections 912.6.
 - (10) Fire pumps, see Section 913.5.
 - (11) Foam extinguishing systems, see Section 904.7.
 - (12) Halon extinguishing systems, see Section 904.9.
 - (13) Single- and multiple-station smoke alarms, see Section 907.8.
 - (14) Smoke and heat vents and mechanical smoke removal systems, see Section 910.5.
 - (15) Smoke control systems, see Section 909.20.
 - (16) Wet-chemical extinguishing systems, see Section 904.5.

2. *Standards.* Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in *Table 704.2 Fire Protection System Maintenance Standards* and as required in this section.

**Table 704.2
Fire Protection System Maintenance Standards**

SYSTEM	STANDARD
Portable fire extinguishers	NFPA 10
Carbon dioxide fire-extinguishing system	NFPA 12
Halon 1301 fire-extinguishing system	NFPA 12A
Dry-chemical extinguishing system	NFPA 17
Wet-chemical extinguishing systems	NFPA 17A
Water-based fire protection systems	NFPA 25
Fire alarms systems	NFPA 72

Smoke and heat vents	NFPA 204
Water-mist systems	NFPA 750
Clean-agent extinguishing systems	NFPA 2001

- a. *Records.* Records shall be maintained of all system inspections, tests and maintenance required by the referenced standards.
- b. *Records information.* Initial records shall include the: name of the installation contractor; type of components installed; manufacturer of the components; location and number of components installed per floor; and manufacturers' operation and maintenance instruction manuals. Such records shall be maintained for the life of the installation.

3. *Systems out of service.* Where a required fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, either the building shall be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one approved means for notification of the fire department and shall not have duties beyond performing constant patrols of the protected premises and keeping watch for fires. Actions shall be taken in accordance with the currently adopted fire code to bring the systems back in service.

Exception: Facilities with an approved notification and impairment management program. The notification and impairment program for water-based fire protection systems shall comply with NFPA 25.

- a. *Emergency impairments.* Where unplanned impairments of fire protection systems occur, appropriate emergency action shall be taken to minimize potential injury and damage. The impairment coordinator shall implement the steps outlined in Section 901.7.4 of the *International Fire Code*.

4. *Removal of or tampering with equipment.* It shall be unlawful for any person to remove, tamper with or otherwise disturb any fire protection or life safety system required by this code except for the purposes of extinguishing fire, training, recharging or making necessary repairs.

- a. *Removal of or tampering with appurtenances.* Locks, gates, doors, barricades, chains, enclosures, signs, tags and seals that have been installed by or at the direction of the fire code official shall not be removed, unlocked, destroyed or tampered with in any manner.
- b. *Removal of existing occupant-use hose lines.* The fire code official is authorized to permit the removal of existing *occupant-use* hose lines where all of the following apply:
 - (1) The installation is not required by the currently adopted fire code or the currently adopted building code.
 - (2) The hose line would not be utilized by trained personnel or the fire department.
 - (3) The remaining outlets are compatible with local fire department fittings.
- c. *Termination of monitoring service.* For fire alarm systems required to be monitored by the currently adopted fire code, notice shall be made to the fire code official whenever alarm monitoring services are terminated. Notice shall be made in writing by the provider of the monitoring service being terminated.

5. *Fire department connection.* Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not

less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.

- a. *Fire department connection access.* Ready access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or movable object. Access to fire department connections shall be approved by the fire chief.

Exception: Fences, where provided with an access gate equipped with a sign complying with the legend requirements of Section 912.5 of the *International Fire Code* and a means of emergency operation. The gate and the means of emergency operation shall be approved by the fire chief and maintained operational at all times.

- b. *Clear space around connections.* A working space of not less than 36 inches (914 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections.

6. *Single- and multiple-station smoke alarms.* Single- and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sec. 704.6.a.(1) through Sec. 704.6.a.(2).

- a. *Where required.* Existing Group I-1 and R occupancies shall be provided with single-station smoke alarms in accordance with Sections 704.6.1.a through 704.6.1.d. Interconnection and power sources shall be in accordance with Sections 704.6.b and 704.6.c.

Exceptions:

1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
 2. Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation.
 3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.
- (1) *Group R-1.* Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:
 - (a) In sleeping areas.
 - (b) In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
 - (c) In each story within the sleeping unit, including basements. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
 - (2) *Groups R-2, R-3, R-4 and I-1.* Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:
 - (a) On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
 - (b) In each room used for sleeping purposes.

- (c) In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
- (3) *Installation near cooking appliances.* Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by *Sec.76-704.6.a(1) Group R-1* or *Sec. 76-704.6.a.(2) Groups R-2, R-3, R-4 and I-1.*
 - (a) Ionization smoke alarms shall not be installed less than 20 feet (6096 mm) horizontally from a permanently installed cooking appliance.
 - (b) Ionization smoke alarms with an alarm-silencing switch shall not be installed less than 10 feet (3048 mm) horizontally from a permanently installed cooking appliance.
 - (c) Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.
- (4) *Installation near bathrooms.* Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by *Sec.76-704.6.a(1) Group R-1* or *Sec. 76-704.6.a.(2) Groups R-2, R-3, R-4 and I-1.*
- b. *Interconnection.* Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

- 1. Interconnection is not required in buildings that are not undergoing alterations, repairs or construction of any kind.
 - 2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for interconnection without the removal of interior finishes.
- c. *Power source.* Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exceptions:

- 1. Smoke alarms are permitted to be solely battery operated in existing buildings where construction is not taking place.
- 2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.
- 3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement

available that could provide access for building wiring without the removal of interior finishes.

- d. *Smoke detection system.* Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single- and multiple-station smoke alarms and shall comply with the following:

- (1) The fire alarm system shall comply with all applicable requirements in Section 907 of the *International Fire Code*.
- (2) Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the dwelling or sleeping unit in accordance with Section 907.5.2 of the *International Fire Code*.
- (3) Activation of a smoke detector in a dwelling or sleeping unit shall not activate alarm notification appliances outside of the *dwelling* or *sleeping unit*, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.6 of the *International Fire Code*.

7. *Single- and multiple-station smoke alarms.* Single- and multiple-station smoke alarms shall be tested and maintained in accordance with the manufacturer's instructions. Smoke alarms that do not function shall be replaced. Smoke alarms installed in one- and two-family dwellings shall be replaced not more than 10 years from the date of manufacture marked on the unit, or shall be replaced if the date of manufacture cannot be determined.

Sec. 76-705. Carbon monoxide alarms and detection.

1. *General.* Carbon monoxide alarms shall be installed in dwellings in accordance with Section 1103.9 of the *International Fire Code*, except that alarms in dwellings covered by the *International Residential Code* shall be installed in accordance with Section R315 of that code.

2. *Carbon monoxide alarms and detectors.* Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 720. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

ARTICLE VIII. REFERENCED STANDARD

Sec. 76-801. Referenced standard.

This article lists the codes that are referenced in various sections of this code.

ASME

American Society of Mechanical Engineers
Two Park Avenue
New York, NY 10016-5990

ASME A17.1—2019/CSA B44—19: Safety Code for Elevators and Escalators
606.1

ASTM

ASTM International
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959

F1346—91 (2018): Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs
303.2

ICC

International Code Council
500 New Jersey Avenue, NW 6th Floor
Washington, DC 20001

IFC—21: International Fire Code®
102.3, 201.3, 604.3.1.1, 702.1, 702.2, 704.1, 704.1.2, 704.1.3, 704.3, 704.3.1, 704.4.2, 704.4.3, 704.5.1, 704.6.4, 705.1

RC—21: International Residential Code®
102.3, 201.3

NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169-7471

10—21: Standard for Portable Fire Extinguishers
Table 704.2

12—18: Standard on Carbon Dioxide Extinguishing Systems
Table 704.2

12A—18: Standard on Halon 1301 Fire Extinguishing Systems
Table 704.2

17—20: Standard for Dry Chemical Extinguishing Systems
Table 704.2

17A—20: Standard for Wet Chemical Extinguishing Systems

Table 704.2

25—20: Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems

Table 704.2

70—20: National Electrical Code

102.3, 201.3, 604.2

72—19: National Fire Alarm and Signaling Code

Table 704.2

80—19: Standard for Fire Doors and Other Opening Protectives

703.3.3, 703.4

105—19: Standard for Smoke Door Assemblies and Other Opening Protectives

703.3.2

204—18: Standard for Smoke and Heat Venting

Table 704.2

720—15: Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment

705.2

750—19: Standard on Water Mist Fire Protection Systems

Table 704.2

2001—18: Standard on Clean Agent Fire Extinguishing Systems

Table 704.2

UL

Underwriters Laboratories, LLC

333 Pfingsten Road

Northbrook, IL 60062

268—2016: Smoke Detectors for Fire Alarm Systems—with revisions through July 2016

704.6.4

ARTICLE IX. BOARDING STANDARD

Sec. 76-901. General.

1. Windows and doors shall be boarded in an approved manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

Sec. 76-902. Materials.

1. *Boarding sheet material.* Boarding sheet material shall be minimum 1/2-inch-thick (12.7 mm) wood structural panels complying with the currently adopted building code.

2. *Boarding framing material.* Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the currently adopted building code.

3. *Boarding fasteners.* Boarding fasteners shall be minimum 3/8-inch-diameter (9.5 mm) carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the currently adopted building code.

Sec. 76-903. Installation.

1. *Boarding installation.* The boarding installation shall be in accordance with *Figure 903.1(1)* and *Figure 903.1(2)* and *Sec. 76-903.2 Boarding sheet material* through *Sec. 76-903.5 Doors*.

Figure 903.1(1)

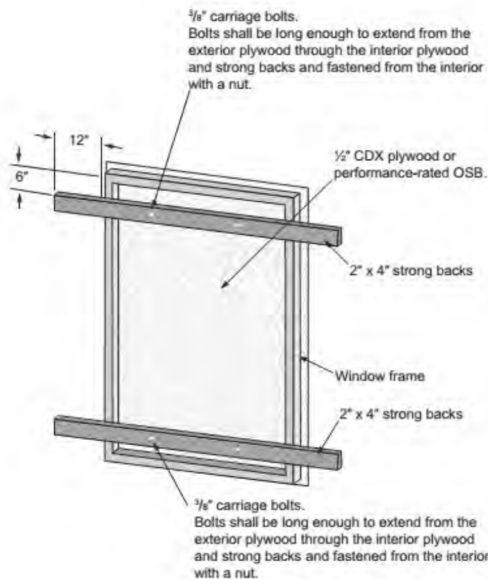
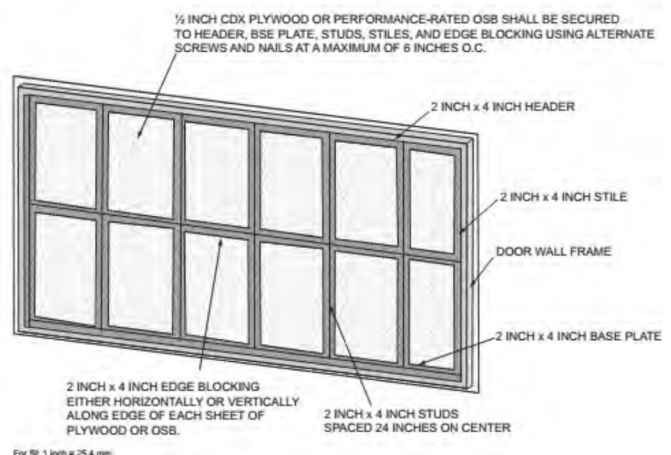


Figure 903.1(2)



2. *Boarding sheet material.* The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

3. *Windows.* The window shall be opened to allow the arriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches (152 mm) minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

4. *Door walls.* The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches (152 mm) on center.

5. *Doors.* Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an approved manner.

Sec. 76-904. Referenced standards. *Table 904.1 Reference Standard* lists the standard that is referenced in various sections of this article. The standard is listed herein by the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in *Sec. 76-102.8. Referenced codes and standards.*

Table 904.1
Reference Standard

STANDARD ACRONYM	STANDARD NAME	SECTIONS HEREIN REFERENCED
IBC-21	International Building Code	901.1, 902.2, 903.3



Agenda Item Form

Date of City Council Meeting	10/11/2022
Department	Planning
Submitted by	Shelli Kerr
Phone	(479) 271-6822

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution allowing the Mayor and Clerk to enter into a professional services agreement with TischlerBise for an Impact and Capacity Fee Study. The cost of this agreement will be \$90,710.00. This firm was selected following the City's standard selection process for the procurement of professional services in accordance with the City's Purchasing Policy (RFP 22-63).					

Estimated Cost	\$90,710.00
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: Shelli Kerr, Comprehensive Planning Manager

CC Date: October 11, 2022

Re: Agreement with TischlerBise to conduct Impact and Capacity Fee Study

Staff requests approval of a resolution allowing the Mayor to enter into a Professional Service Agreement (PSA) with TischlerBise to conduct an Impact and Capacity Fee Study in the amount of \$90,710.00.

TischlerBise has been selected following the City's standard selection process for the procurement for professional services in accordance with the City's Purchasing Policy.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My email is skerr@bentonvillear.com and my telephone number is (479) 271-6822.



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **IMPACT AND CAPACITY FEE STUDY** (“PROJECT”)

THIS AGREEMENT (“AGREEMENT”) is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as “CITY”, and TischlerBise, hereinafter referred to as “PROFESSIONAL CONSULTANT” (collectively, the “PARTIES”).

The PARTIES have caused this AGREEMENT to be effective this ____ day of _____, 2022 (“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 PROFESSIONAL CONSULTANT and negotiated this AGREEMENT using the procedures as set forth in the City of Bentonville’s Purchasing Policy and in Arkansas procurement law; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT 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, PROFESSIONAL CONSULTANT agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services and Project Schedule" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

PROFESSIONAL CONSULTANT 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. PROFESSIONAL CONSULTANT 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," 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 PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT.
- D. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT 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, PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due to the PROFESSIONAL CONSULTANT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, PROFESSIONAL CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until PROFESSIONAL CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

- A. PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT'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 PROFESSIONAL CONSULTANT, 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 PROFESSIONAL CONSULTANT'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. PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.
- B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.
- C. CITY recognizes that PROFESSIONAL CONSULTANT'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 ENGINEER, at no additional cost to the CITY. In the event that PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT.

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its, 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 PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT 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. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'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 PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including, studies, 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 PROFESSIONAL CONSULTANT, its employees, associates, and agents for the accuracy or competency of their studies, reports, estimates, surveys or other data, documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the

CITY for any defect in the studies, reports, estimates, surveys or other data, documents an work prepared by PROFESSIONAL CONSULTANT, its employees, contractor, and agents.

- F. PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

- A. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROFESSIONAL CONSULTANT'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 PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, 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 PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT 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, PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT 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 - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the PROFESSIONAL CONSULTANT, 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 PROFESSIONAL CONSULTANT's actions. All services to be performed by the PROFESSIONAL CONSULTANT pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The PROFESSIONAL CONSULTANT 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 XIII - DISPUTE RESOLUTION

- A. CITY and PROFESSIONAL CONSULTANT 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, PROFESSIONAL CONSULTANT will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for PROFESSIONAL CONSULTANT's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XIV - OPINIONS OF PROBABLE COST

- A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.
- B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XV - APPLICABLE LAWS

PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT'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 XIX – 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.

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** Ninety Thousand Seven Hundred Ten Dollars (\$90,710), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

IN WITNESS THEREOF, the CITY and PROFESSIONAL CONSULTANT have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

<u>CITY OF BENTONVILLE</u>	<u>TischlerBise, Inc.</u>
CITY	PROFESSIONAL CONSULTANT
<u>BY</u>	
<u>MAYOR</u>	<u>President</u>
TITLE	TITLE
<u>DATE SIGNED</u>	<u>9/6/2022</u>
	DATE SIGNED

APPENDIX A PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

Conduct an Impact and Capacity Fee Study and provide other services related to impact and capacity fees (and related credits) for the City of Bentonville.

The current categories of Impact and Capacity Fees for the City are:

- Fire/EMS Impact Fees
- Parks Impact Fees
- Library Impact Fees
- Police Impact Fees

The project includes the following:

1. Develop a project schedule, identifying key tasks, completion dates, and specific deliverables needed from the City;
2. Review the City's planning and development projections, including discussions with the City's staff as appropriate to complete project tasks;
3. Review the City's infrastructure and other capital needs, to include, but not limited to: Areas of current Impact and Capacity Fees and any potential future areas (including but not limited to parks and recreation, drainage, storm water management (and related credits), street, water, wastewater collection and treatment, police, fire, library, etc.). Including utilizing any master plans, rate studies, or other model based projections and discussions with the City's staff as appropriate;
4. Create the Impact Fee Land Use Assumptions for the City's infrastructure, to include, but not limited to: Areas of current Impact and Capacity Fees and any potential future areas (including but not limited to parks and recreation, storm water management (and related credits), drainage, street, water, wastewater collection and treatment, police, fire, library, etc.). ;
5. Analyze industry level of service;
6. Update an Impact Fee Capital Plan for the City's infrastructure, to include, but not limited to : Areas of current Impact and Capacity Fees and any potential future areas (including but not limited to parks and recreation, drainage, storm water management (and related credits), street, water, wastewater collection and treatment, police, fire, library, etc.);
7. Analysis of other funding sources and relationships with/to Impact and Capacity Fees.
8. Review and assess legislative requirements to determine any consequences on the City's Impact and Capacity Fee development and implementation in consultation with City's Legal Department;

9. Participate in all public meetings including all required public hearings for the City's Impact and Capacity Fee Adoption and Implementation;
10. Assist in the development and preparation of public notices and news releases;
 - Provide options for waivers or discounts related to affordable housing developments;
11. Prepare the City's Impact and Capacity Fee Ordinance for the Council's consideration and adoption;
12. Provide all services and deliverables in accordance with all applicable state laws, regulations and other governing requirements.

APPENDIX B

SCOPE OF SERVICES AND PROJECT SCHEDULE

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 PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT 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 PROFESSIONAL CONSULTANT.

SERVICES BY THE PROFESSIONAL CONSULTANT

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Meet all requirements of the Scope of Work provided below.
- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.

Scope of Work

The following scope of work provides detailed steps to ensure this project is completed successfully and meets the legal requirements for impact fees, based the State's enabling legislation, as well as national case law.

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and expectations related to the project, request data and documentation related to new proposed development, and discuss staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review recent permit data and other land use information for the City
- Review and refine work plan and schedule
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis
- Identify any relevant policy issues

Review of Current Fee Structure. As part of Task 1 activities, TischlerBise will review relevant budgets, fiscal information, planning documents, past studies and other material so that meaningful discussions can be held with City staff. TischlerBise will then meet with appropriate staff to discuss the City's current impact/capacity fee structure, including level of service assumptions, future capital facility needs, geographic sub-areas, existing and future funding arrangements and other items relevant to meeting requirements for impact/capacity fees. Included in this review will be an examination of whether other impact/capacity fee categories are feasible. This Task will conclude with a Technical Memorandum discussing our review and initial thoughts on best practices for the City's existing impact/capacity fees, as well as summarizes our recommendations for additional fee categories. If additional impact/capacity fees are recommended, a scope of work, timeline and costs will be provided.

Meetings:

One (1) on-site visit to meet with City staff as appropriate.

Deliverables:

Data request memorandum (prepared in advance of meeting). Technical Memorandum on Current and Recommended Impact/Capacity Fees.

TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the City and determine future development for the City in terms of new population, housing units, employment, and nonresidential building area over the next 10-20 years. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population. A map of the area(s) to which the land use assumptions apply will also be included in this task.

Meetings:

Discussions with the Comprehensive Planning Divisions and other relevant staff held as part of Task 1, as well as conference calls as needed.

Deliverables:

TischlerBise will prepare a draft Technical Memorandum discussing the recommended land use factors and projections. After review and sign-off by the City, a final memorandum will be issued, which will become part of the final Impact & Capacity Fee Report.

TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 4-6 may vary somewhat depending on the methodology applied to a particular impact fee category. The impact fee study for each facility type would be presented in separate chapters in the Impact & Capacity Fee Report.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, the City may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the City might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service (LOS) Standards. We will review needs analyses and LOS for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas (if necessary) for each fee category.

Meetings:

Two (2) meetings with City staff to discuss capital facility needs and levels of service. At the City's option, one of these visits can serve as an opportunity to brief the City Council on the fee study, process, timeline, etc.

Deliverables:

Memoranda as appropriate. Results integrated into Draft/Final Impact & Capacity Fee Report.

TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

The purpose of this Task is to determine the methodology most appropriate for each impact fee category. As noted previously, the three basic methodologies that can be applied in the calculation of impact fees are the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for each component of the impact fee category will depend on which is most beneficial for the City. In some cases, we will prepare the impact fees for a particular infrastructure category using several methodologies and will discuss the trade-offs with the City. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, the City is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next Task as well as trade-offs regarding implementation as impact fees.

Meetings:

One (1) meeting with City staff to discuss issues related to allocation methodologies and relevant policy issues. This trip can be scheduled to coincide with a City Council briefing as well.

Deliverables:

“Storyboard” presentation on fee options.

TASK 5: DETERMINE NEED FOR “CREDITS” TO BE APPLIED AGAINST CAPITAL COSTS

A consideration of “credits” is integral to the development of a legally valid impact fee methodology. There are two types of “credits” that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by a impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.

Deliverables:

Memoranda as appropriate. See Task 7.

TASK 6: CONDUCT FUNDING AND CASH FLOW ANALYSIS

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. This calculation will allow the City to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

Deliverables:

See Task 7.

TASK 7: PREPARE DRAFT AND FINAL IMPACT & CAPACITY FEE REPORT, PUBLIC PRESENTATIONS

TischlerBise will prepare a draft report for the City's review. The report will summarize the need for all relevant categories of impact/capacity fees in Bentonville and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- A detailed schedule of all proposed fees listed by land use type and activity
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Implementation and administration procedures (including annual escalation methods)

Following the City's review of the draft report, we will make mutually agreed upon changes to the impact fee report and issues a final version.

TischlerBise's report(s) will have flow diagrams clearly indicating the methodology and approach, a series of tables for each fee category showing all of the data assumptions and figures, and a narrative explaining all of the data assumptions, sources and the methodologies. The report will be a stand-alone document clearly understood by all interested parties. Because of the firm's extensive experience in calculating impact fees and preparing such reports, we have developed a very succinct written product that leaves a well-understood paper trail.

Analysis of Peer Community Fee Structures. In this Task, TischlerBise will prepare a comparative analysis of peer communities' impact fee structures. This will include a minimum of seven communities. The analysis will compare how the proposed impact fee structure for the City of Bentonville compares to other peer communities, including noting any differences in fee schedules and methodologies.

Potential Impact on Housing Affordability. As part of the Impact Fee Report, TischlerBise will estimate the effect of imposing the proposed impact fees on the affordability of housing in the City. The analysis will examine the current household income and housing expenses that burden an average household in the City. Next, the proposed impact fees will be included in the cost burden analysis to identify the effect the proposed impact fees will have on affordable housing in the City.

Meetings:

Two (2) meetings/presentations to present the Impact & Capacity Fee Study with the City Council and/or other bodies.

Deliverables:

Draft and Final Impact & Capacity Fee Report.

TASK 8: PUBLIC OUTREACH

Meetings with various stakeholder groups will allow interested parties, designated by the City, to understand assumptions and raise any questions about the technical data and approach being used in the fee update. The intent is for these discussions to be an opportunity for interested parties to understand the soundness and reasonableness of the technical methodologies, and to a certain extent, the political and/or philosophical use of fees. We recommend a minimum of two meetings—one toward the beginning of the process, where we discuss, process, development

projections, and preliminary methodological directions, and one to discuss the draft work product. **A third stakeholder meeting can be held if needed at no charge to the City. We will simply conduct this meeting as part of other ongoing work in Arkansas.**

Meetings:

Two (2) meetings with stakeholders; these are typically timed with trips for meetings with staff.

Deliverables:

Presentation materials for meetings.

TASK 9: ASSIST WITH MODIFICATIONS TO IMPACT/CAPACITY FEE ORDINANCE

TischlerBise will assist with the City's Legal staff with necessary/recommended modifications to the City's impact/capacity fee ordinance necessary to implement the revised impact/capacity fees. The impact/capacity fee ordinance will incorporate all of the fundamental procedural requirements for impact fees, including:

- Introduction/findings/purpose
- Rules of construction/definitions
- Applicability
- Imposition of fees/fee schedule (indexed)
- Time of collection
- Establishment of funds
- Earmarking and use of fees
- Refunds
- Exemptions
- Appeals
- Offsets and credits
- Periodic review
- Relief and appeals/penalties

Implementation and Administrative Policy Manual. TischlerBise will develop an Implementation and Administrative Policy Manual that will facilitate implementation of the impact/capacity fees and address procedural matters not appropriate for inclusion in the Ordinance. The manual will track procedures set forth in the impact/capacity fee ordinance and will cross reference ordinance sections and administrative forms.

Deliverables:

Draft/Final Impact Fee Ordinance. Draft/Final Implementation and Administrative Policy Manual.

- Costs
- Facility inventories, including square footage
- Utility billing information
- Utility asset information
- Reviewing draft work products.
- Assist with scheduling of meetings.
- Participate in conference calls.
- Participation in Stakeholder Meetings (number of staff at the City's discretion).

PROJECT SCHEDULE

The table below indicates the planned schedule for this project.

IMPACT AND CAPACITY FEE STUDY PROJECT SCHEDULE			
Tasks	Anticipated Dates	Meetings*	Meetings/Deliverables
Task 1: Project Initiation / Data Acquisition	August, 2022	1	Data Request Memorandum, Technical Memorandum on Current and Recommended Fees
Task 2: Prepare Land Use Assumptions and Development Projections	August-September, 2022	1	Technical Memorandum Outlining Recommended Land Use Assumptions
Task 3: Determine Capital Facility Needs and Service Levels	September-November, 2022	2	Memoranda as Appropriate
Task 4: Evaluate Different Allocation Methodologies	December, 2022	1	“Storyboard” Presentation on Fee Options
Task 5: Determine Need for “Credits” to be Applied Against Capital Costs	December, 2022	0	See Task 7
Task 6: Conduct Funding and Cash Flow Analysis	December, 2022 – January, 2023	0	See Task 7
Task 7: Prepare Impact Fee Report, Public Presentations	December, 2022 – January, 2023	2	Draft and Final Impact & Capacity Fee Report
Task 8: Public Outreach	October – December, 2022	2	Presentation Materials as Appropriate
Task 9: Assist with Modifications to Impact/Capacity Fee Ordinance	December, 2022 – January, 2023	0	Impact Fee Ordinance/Implementation and Administrative Policy Manual

* In some cases, it is assumed meetings are held with multiple departments over one (1) trip. For example, Stakeholder meetings can be held on project visits.

APPENDIX C

SCHEDULE OF FEES AND KEY MILESTONES

Schedule of Fees

The following table provides our fixed fee cost proposal for the Impact and Capacity Fee Study. Our cost proposal is a fixed fee and includes all consulting costs, travel, etc. TischlerBise bills on a percentage complete basis.

PROPOSED FEE SCHEDULE FOR BENTONVILLE, ARKANSAS					
Project Team Member:	Bise	McAweeney	Griffin	Total	
Job Title:	Project Manager	Project Analyst	Primary Analyst	Hours	Cost
Hourly Rate*	\$235	\$195	\$195		
Task 1: Project Initiation / Data Acquisition	16	0	8	24	\$5,320
Task 2: Prepare Land Use Assumptions and Development Projections	4	16	32	52	\$10,300
Task 3: Determine Capital Facility Needs and Service Levels	24	40	60	124	\$25,140
Task 4: Evaluate Different Allocation Methodologies	10	10	16	36	\$7,420
Task 5: Determine Need for "Credits" to be Applied Against Capital Costs	4	0	16	20	\$4,060
Task 6: Conduct Funding and Cash Flow Analysis	4	0	8	12	\$2,500
Task 7: Prepare Impact/Capacity Fee Reports, Public Presentations	32	16	48	96	\$20,000
Task 8: Public Outreach	32	0	8	40	\$9,080
Task 9: Assist with Modifications to Impact/Capacity Fee Ordinance	26	4	0	30	\$6,890
TOTAL:	152	86	196	434	\$90,710

* Hourly rates are inclusive of all costs.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH
TISCHLER BISE TO CONDUCT AN IMPACT AND CAPACITY FEE
STUDY IN THE AMOUNT OF NINETY THOUSAND SEVEN HUNDRED
TEN DOLLARS (\$90,710.00); AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville needs to perform an Impact and Capacity Fee Study for the City of Bentonville, Arkansas;

WHEREAS, the City has selected the professional services of Tischler Bise using the procurement procedures as set forth in Ark. Code Ann. § 19-11-800;

WHEREAS, the City wishes to contract for Professional Services with the selected provider; and

WHEREAS, this is a budgeted item.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a professional services agreement with Tischler Bise to conduct an Impact and Capacity Fee Study in the amount of ninety thousand seven hundred ten dollars (\$90,710.00);

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	10/11/2022
Department	Planning
Submitted by	Shelli Kerr
Phone	(479) 271-6822

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to support the installation of artwork titled "Upper Cut" by artist Alvaro Bonfiglio in Creekside Park. The artwork was selected by the Public Art Advisory Committee as part of a request for proposals and approved by the Parks and Recreation Advisory Board. This is a budgeted item. Memo and proposal attached.					

Estimated Cost	\$29,311.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



MEMO



To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
On behalf of: Bentonville Public Art Advisory Committee
CC date: October 11, 2022
RE: **Public Art “Upper Cut” in Creekside Park**

A resolution to support the installation of artwork titled "Upper Cut" by artist Alvaro Bonfiglio in Creekside Park. The artwork was selected by the Public Art Advisory Committee as part of a request for proposals and approved by the Parks and Recreation Advisory Board. This is a budgeted item. Memo and proposal attached.

In April 2022, the PAAC issued a Request for Proposals for permanent artwork to be installed adjacent to the state’s first regulation-size cricket pitch.

By the deadline of Wednesday, July 6, the PAAC received 12 proposals. The PAAC selected three artworks to be reviewed by the Parks and Recreation Advisory Board (PRAB). At their September meeting, PRAB overwhelmingly selected Upper Cut, which was then presented to the local Cricket League for feedback. With their support, the PAAC recommended “Upper Cut” at the September 13, 2022 PAAC meeting, voting 5 – 0 recommending approval.

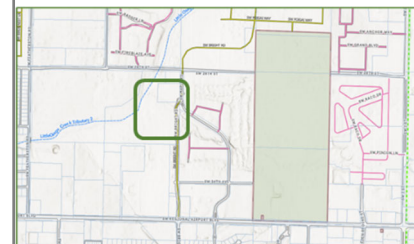
Upper Cut is a 31’ x 6’ wood sustainable sculpture of a large cricket bat and gloves that just hit and upper cut. Concept statement and artist information attached.

The total cost including fabrication, delivery, and installation is \$39,311. Funding is provided from the Public Art Advisory Committee’s budget.

Proposed Artwork
Upper Cut



Display Location
Creekside Park



From: noreply@civicplus.com
To: [Shelli Kerr](#)
Subject: Online Form Submittal: Public Art Proposal
Date: Wednesday, July 6, 2022 8:51:13 AM

Public Art Proposal

Proposal for Public Art

Is the proposal independent or in response to a request for proposals? RFP - Celebrating Cricket

Date 7/6/2022

1) CONTACT INFORMATION

Complete this section with the primary contact for this project, which may include someone other than the artist, such as a curator or organization donating artwork to be placed on public property.

Name Alvaro Bonfiglio

Title *Field not completed.*

Organization Name Bonfiglio Construction LLC

Street Address

City New York

State NY

Zip Code 10012

Email Address

Phone Number

2) ARTIST INFORMATION

Name Alvaro Bonfiglio

City New York

State NY

Email Address

Phone Number	3472139682
Upload artist resume / CV	CV_Bonfiglio.pdf
Artist portfolio	Portfolio_Bonfiglio.pdf
Artist website	www.ambb-estudio.com
For Collaborative Proposals: <i>Please use this section to provide information for partnering artists.</i>	
Name	Alvaro Bonfiglio
City	New York
State	NY
Upload artist resume/CV	<i>Field not completed.</i>
Artist portfolio	<i>Field not completed.</i>
Artist website	<i>Field not completed.</i>
3) ARTWORK DETAILS	
Title of artwork	UPPER CUT
Medium	Wood (Douglas fir + Marine Plywood)
Location	Creekside Park (28th St Park)
Height	5' 6"
Width and depth	31' 5" x 6' 0"
Description of artwork	A sustainable sculpture in the park: A gigantic bat hold by magic gloves just hit an Upper Cut. This sculpture is unorthodox, just like the upper cut shot: Besides the contemplative and symbolic stance, the Upper Cut is also a play-ground, a climbing structure. It is a catalyst that activates the surrounding area, inviting to act, play, and enjoy. Visitors to the field will have a memorable encounter with this gigantic shape. Designed as a high-visibility sign, the sculpture will capture the imagination of adults and kids alike, while giving meaning to the environment. Irregular wood cladding and batting gloves and leg pads have a

perfect texture connection. They feel the same but at different scales.

Upload description of artwork	<i>Field not completed.</i>
-------------------------------	-----------------------------

Upload image of artwork	Upper_cut.pdf
-------------------------	-------------------------------

4) INSTALLATION AND MAINTENANCE

Is the proposal for temporary or permanent display?	Permanent
---	-----------

If temporary, what is the requested display period?	Not applicable
---	----------------

Is the artwork already complete?	No
----------------------------------	----

If artwork is complete, is it currently on display?	Not applicable
---	----------------

If artwork is currently on display, when will it be available?	<i>Field not completed.</i>
--	-----------------------------

If artwork is not complete, how much time is needed for fabrication?	1-2 months
--	------------

Is the artwork best suited for indoor or outdoor display?	Outdoor
---	---------

Is a foundation required to install the artwork?	Yes
--	-----

If a foundation is required, indicate the size and shape needed.	5 footings 2' x 2' x 4' deep
--	------------------------------

Does the artwork require access to	No
------------------------------------	----

electricity?

Does the artwork
require access to
water?

No

What is the life
expectancy of the
artwork?

11 or more years

Are there any special
maintenance needs for
this artwork?

No

If there are
maintenance needs,
please describe here.

Common maintenance of wood structures

5) BUDGET

Cost of materials

10,776.10

Cost of production

11,771.00

Delivery and
installation cost

2,254.7

Artist's Fee

4509.4

Total budget

29,31.23

If project is a temporary
display, please upload
budget.

Field not completed.

6) FUNDING

What is the planned
funding for this
proposal?

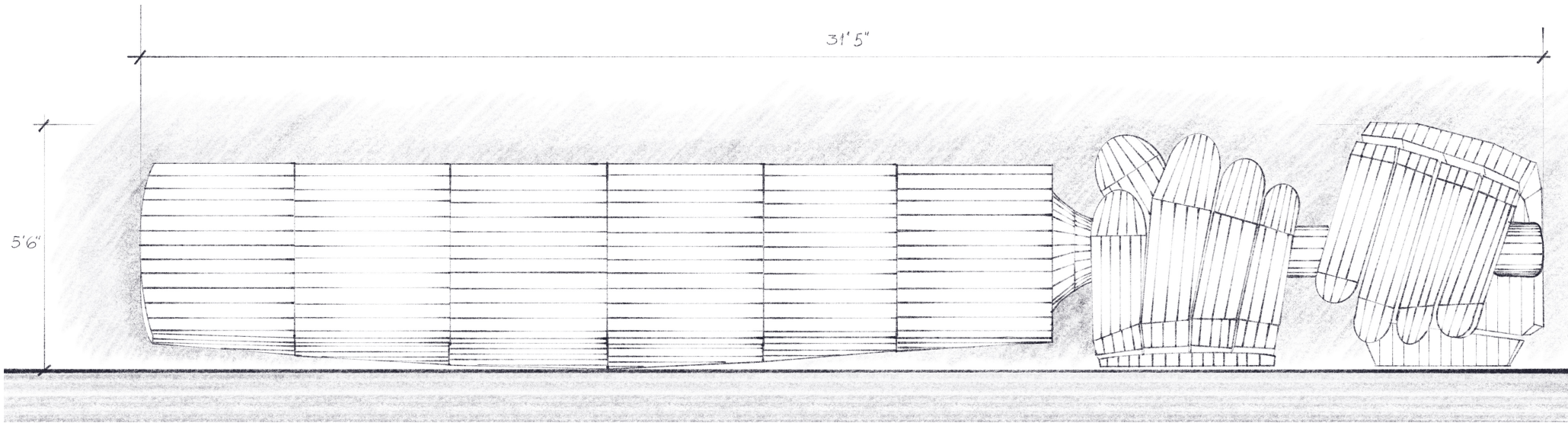
City of Bentonville funding as part of a request for proposals

Is the artwork a
donation to the City of
Bentonville?

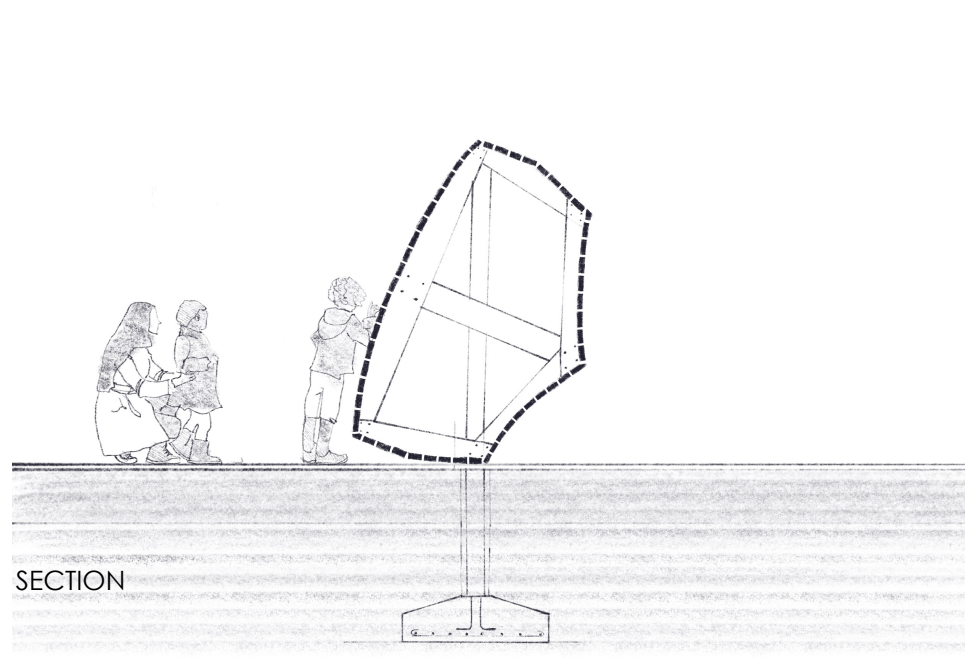
No

Email not displaying correctly? [View it in your browser.](#)

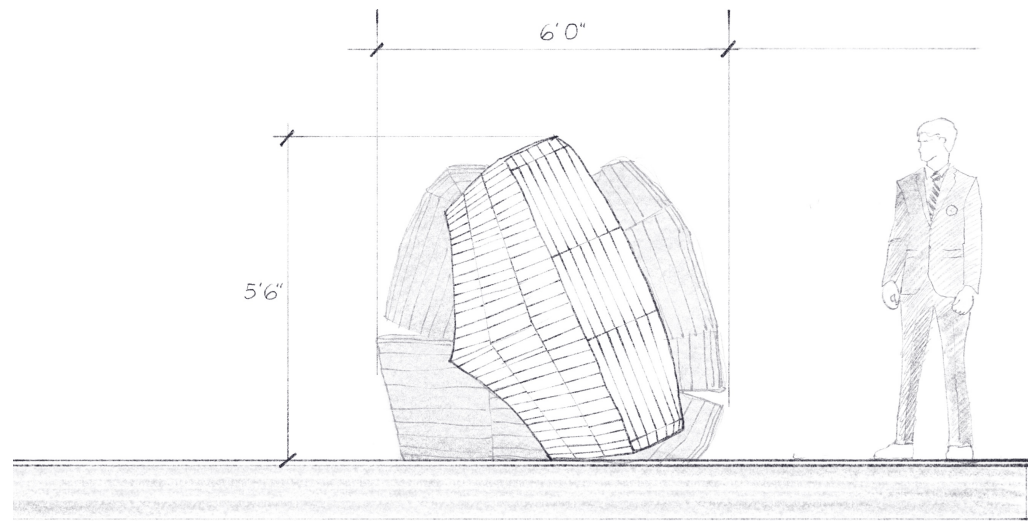




FRONT ELEVATION



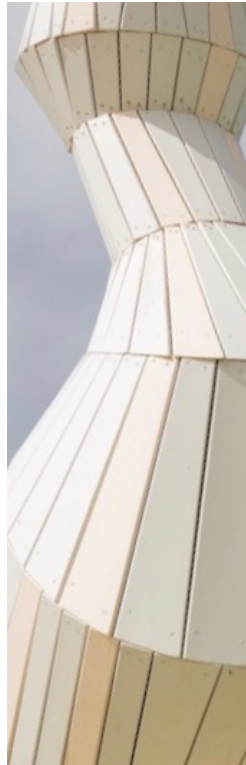
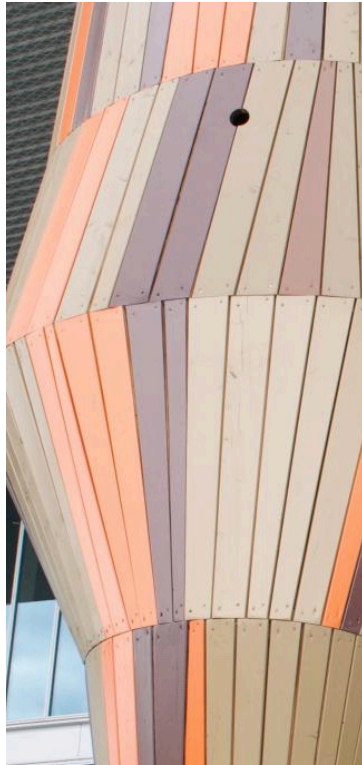
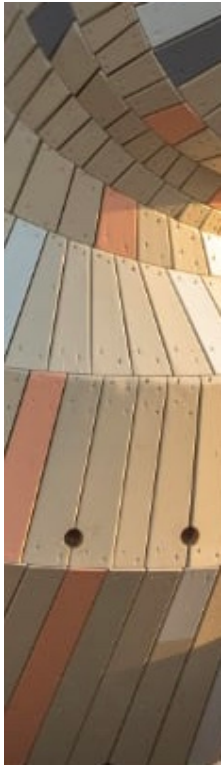
SECTION



SIDE ELEVATION

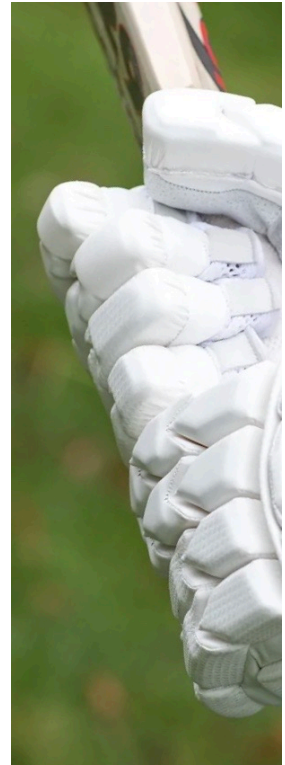
UPPER CUT

A sustainable sculpture in the park: A gigantic bat hold by magic gloves just hit an Upper Cut.



This sculpture is unorthodox, just like the upper cut shot: Besides the contemplative and symbolic stance, the Upper Cut is also a play-ground, a climbing structure. It is a catalyst that activates the surrounding area, inviting to act, play, and enjoy.

Visitors to the field will have a memorable encounter with this gigantic shape. Designed as a high-visibility sign, the sculpture will capture the imagination of adults and kids alike, while giving meaning to the environment.



Irregular wood cladding and batting gloves and leg pads have a perfect texture connection. They feel the same but at different scales.

	Proposed Budget								
MATERIALS & INSTALLATION									
	Item	Qty	Units	Unit Price Material	Cost Materials	Unit price Installation	Cost Installation	Cost	Notes
Site Work									
	Excavation and backfill (5 footings 2'x2'x4' deep)	80	cf	\$0.5	\$40.0	\$1.5	\$120.0	\$160.0	
	Native topsoil recovery after construction 1'x7'x42'	294	cf	\$0.7	\$191.1	\$1.5	\$441.0	\$632.1	
Footings and columns									
	Concrete	60	cf	\$2.0	\$120.0	\$3.5	\$210.0	\$330.0	
	Galvanized Steel columns	5	U	\$135.0	\$675.0	\$40.0	\$200.0	\$875.0	
	Structural reinforcement bars	1	U	\$300.0	\$300.0	\$600.0	\$600.0	\$900.0	
Wooden Structure									
	CNC ribs (Plywood, marine grade)	15	U	\$150.0	\$2,250.0	\$200.0	\$3,000.0	\$5,250.0	
	Cladding (Douglas Fir)	800	Sqf	\$4.0	\$3,200.0	\$4.0	\$3,200.0	\$6,400.0	
Wood treatment									
	Prep and Primer (all surfaces)	1600	Sqf	\$0.5	\$800.0	\$0.5	\$800.0	\$1,600.0	
	Acrylic Latex Paint	1600	Sqf	\$2.0	\$3,200.0	\$2.0	\$3,200.0	\$6,400.0	
				Subtotal	\$10,776.10		\$11,771.00	\$22,547.10	
Delivery & site conditions	(Super, dumpster, toilet, temporary power supply)	1	U	\$2,254.7	\$2,254.7			\$2,254.7	
Artist fee	20% of Cost of Work	1	U	\$4,509.4	\$4,509.4			\$4,509.4	
				TOTAL				\$29,311.23	

RESOLUTION NO. _____

**A RESOLUTION ENDORSING THE INSTALLATION OF ARTWORK TITLED
“UPPER CUT” BY ARTIST ALVARO BONFIGLIO ON PUBLIC PROPERTY IN
CREEKSIDE PARK; AND FOR OTHER PURPOSES.**

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013;

WHEREAS, the Public Arts Advisory Committee recommended approval of the artwork and location on September 13, 2022;

WHEREAS, the Parks and Recreation Advisory Board recommended approval of the artwork and location on October 3, 2022; and

WHEREAS, the artwork was selected from submittals received in response to a request for proposals and will be funded from the Public Art Advisory Committee budget.

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby endorses the installation of artwork titled “Upper Cut” by artist Alvaro Bonfiglio on public property in Creekside Park;

Section 2: This art installation is funded and managed by the Public Art Advisory Committee’s budget;

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

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

PASSED and APPROVED this ____ day of _____, 2022.

APPROVED

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	10/11/2022
Department	Utility Billing & Meter
Submitted by	Gary Wilson
Phone	(479) 271-3104

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to declare two (2) Meter Reading vehicles surplus, specifically unit 3540-16, a 2015 Dodge Ram 4x4, VIN 3C6JR7ATXFG626470 and unit 3540-14, a 2013 Chevrolet Silverado 1500 4x4, VIN 1GCNKPE7DZ321306 surplus and available for auction. Utility Board approved this item 4-0.					

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



Memorandum

To: City Council and Utility Board

From: Gary Wilson

CC: Mayor Orman

The Utility Billing and Collections Department is requesting to declare two vehicles surplus.

The Department would like to declare unit 3540-16, a 2015 Dodge Ram 4x4, VIN 3C6JR7ATXFG626470 and unit 3540-14, a 2013 Chevrolet Silverado 1500 4x4, VIN 1GCNKPE7DZ321306 surplus and available for auction. It should be noted both units have significant maintenance issues. Unit 3540-16 is currently not drivable due to the need to replace the camshaft and lifters.

Utility Board approved this item 4-0.

Utility Billing 2022 Surplus Vehicles					
Unit Number	Year	Make	Model	VIN	Other
3540-16	2015	Dodge	Ram 4x4	3C6JR7ATXFG626470	Not driveable
3540-14	2013	Chevrolet	1500 4x4	1GCNKPE7DZ321306	

RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE UTILITY
BILLING AND COLLECTIONS DEPARTMENT
AS SURPLUS PROPERTY; AUTHORIZING FOR ITS DISPOSAL;
AND FOR OTHER PURPOSES.**

WHEREAS, the City Council of the City of Bentonville has determined that certain Utility Billing and Collections Department vehicles, specifically one (1) 2015 Dodge Ram 4x4 (Unit #3540-16 / VIN - 3C6JR7ATXFG626470) and one (1) 2013 Chevrolet Silverado 1500 4x4 (Unit #3540-14 / VIN - 1GCNKPE7DZ321306) are surplus items no longer used by the City;

WHEREAS, said vehicles have been documented with significant maintenance issues and are hereby declared as surplus property to be disposed of by public auction or in another appropriate manner as set forth in section 3.04 of the Bentonville Municipal Code; and

WHEREAS, this Resolution is in accordance with Ark. Code Ann. § 14-54-302.

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

Section 1: The Utility Billing and Collections Department may dispose of one (1) 2015 Dodge Ram 4x4 (Unit #3540-16 / VIN 3C6JR7ATXFG626470) and one (1) 2013 Chevrolet Silverado 1500 4x4 (Unit #3540-14 / VIN 1GCNKPE7DZ321306);

Section 2: A record of all items that are disposed of shall be maintained;

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	10/11/2022
Department	Utility Billing & Meter
Submitted by	Gary Wilson
Phone	(479) 271-3104

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

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

Resolution authorizing a budget adjustment for \$8,200.00 due to numerous vehicle repairs this year, as well as known additional repairs needed. Please see attached memorandum for additional information. Utility Board approved this item 4-0.

Estimated Cost	\$8,200.00
----------------	------------

Is this Item Budgeted?	☐ Yes ☒ No
------------------------	---

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

From utility fund balance.





Budget Adjustment Request

Date of City Council Meeting	10/11/2022
Department	Utility Billing and Collections
Submitted by	Gary Wilson
Phone	479-271-3104

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Several major repairs on vehicles occurred this year culminating in a \$5,8725.40 transmission repair that has exceeded our budget. We also have additional maintenance quotes for needed repairs such as replacing a head gasket on one vehicle and the rest of the years general maintenance items such as oil changes, tire replacements, tire repairs, and other minor replacements.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503530	44420	Vehicle Repairs and Maintenance		\$ 8,200.00
5				
		Totals	\$ -	\$ 8,200.00
		Net Impact on Fund Balance	\$ (8,200.00)	

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



www.bentonvillear.com
PLEASE RECYCLE



Memorandum

To: City Council and Utility Board

From: Gary Wilson

CC: Mayor Orman

The Utility Billing and Collections Department is requesting a Budget Adjustment for \$8,200 for the Vehicle Repairs and Maintenance fund.

This year has seen a significant number of unanticipated repairs to our vehicles used by the meter readers. We normally budget \$4,700 for major repairs and \$2,500 for minor repairs in addition to oil changes and tire replacements. This year, just three of our repairs alone have nearly spent all of the major repair budget. Since then, we have had a transmission go out that has cost more than \$5,800 to repair and we have a quote for a head gasket for another unit for more than \$3,300.

This budget request takes into consideration where we are currently with the budget, what we know we have pending in additional repairs and the general maintenance items we must do through the end of the year.

Utility Board approved this item 4-0.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF EIGHT THOUSAND TWO HUNDRED DOLLARS (\$8,200.00) FROM UTILITY FUND BALANCE TO ACCOUNT #503530-4420, VEHICLE REPAIRS AND MAINTENANCE, TO COVER NECESSARY VEHICLE SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, funds are required to cover necessary vehicle repairs and maintenance within the Utility Billing Department; and

WHEREAS, these funds should be appropriated from Utility Fund Balance.

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

Section 1: The 2022 Budget is amended to appropriate eight thousand two hundred dollars (\$8,200.00) from Utility Fund Balance to Account #503530-4420, Vehicle Repairs and Maintenance;

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	10/11/2022
Department	Utility Billing & Meter
Submitted by	Gary Wilson
Phone	(479) 271-3104

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing a budget adjustment for the purchase of a replacement printer used to print utility bills, notices and letters. Please see attached memorandum for additional information. Utility Board approved this item 4-0.					

Estimated Cost	10,215
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
From Utility Fund Balance.	





Budget Adjustment Request

Date of City Council Meeting	10/11/2022
Department	Utility Billing & Meter Reading
Submitted by	Gary Wilson
Phone	(479) 479-271-3104

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Budget Adjustment from fund balance for account 5053530-42520, Minor Equipment - Computers for the purchase of a replacement printer used to print utility bills, notices and letters. Please see attached memorandum for additional information.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503530	42520	Minor Equipment - Computers		\$ 10,215.00
		Totals	\$ -	\$ 10,215.00
		Net Impact on Fund Balance	\$ (10,215.00)	
*Final Account Number will be determined by Accounting Department after approval and purchase				



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PLEASE RECYCLE



Memorandum

To: City Council and Utility Board

From: Gary Wilson

CC: Mayor Orman

The Utility Billing and Collections Department is requesting to purchase an Epson C21000. This printer will replace a HP LaserJet Enterprise M806 used for printing the City's utility bills, notices and letters. The printer has had several paper drawers fail and given the unit's critical use the need to replace it before total failure is vital to the City.

The IT Department and Utility Billing worked to find a printer that would be a suitable replacement and one was chosen and put into this year's budget. Prior to purchase it was discovered the replacement does not have the correct drivers and would actually not be a suitable replacement for the intended purpose.

We met with a company TDSIT.Com from Lowell that had a possible replacement. They provided an Epson unit for us to demo and have found it to be well suited for our needs. In fact, we have been producing our bills on it since the first week of August and confirmed we reduced the time it takes to print the bills by half.

We request approval of a budget adjustment for \$10,215.00 to purchase the unit we are currently demoing. The pricing is based on the Sourcewell cooperative contract.

Utility Board approved this item 4-0.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF TEN THOUSAND TWO HUNDRED FIFTEEN DOLLARS (\$10,215.00) FROM UTILITY FUND BALANCE TO ACCOUNT #503530-42250, MINOR EQUIPMENT – COMPUTERS; AND FOR OTHER PURPOSES.

WHEREAS, funds are required in order to purchase a replacement printer within the Utility Billing Department; and

WHEREAS, these funds should be appropriated from Utility Fund Balance.

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

Section 1: The 2022 Budget is amended to appropriate ten thousand two hundred fifteen dollars (\$10,215.00) From Utility Fund Balance to Account #503530-42250, Minor Equipment – Computers;

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	10/11/2022
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 IFB 22-79 for street light installation services to Bill's Electric Inc. on an as needed basis, per the Unit Prices attached. This Contract will be for a one-year term, renewable annually for a maximum term of five years. Approved by Utility Board 4-0.					

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



MEMORANDUM

DATE: October 11, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: IFB 22-79 – Street Light Installation Services

Electric Dept. staff recommends awarding IFB 22-79 for street light installation services to Bill's Electric, Inc. on an as needed basis, per the Unit Prices attached. The Contract will be for a one-year term, renewable annually for a maximum term of five years. BEI was not the low bidder; however the low bidder did not meet the minimum specifications.

BEUD has contracted out the installation of new streetlights in subdivisions or associated with new Large-Scale Developments. This keeps BEUD personnel from returning to a development after permanent power has been established.

Approved by Utility Board 4-0.



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	9/13/2022	Time of Bid Opening:	2:30 PM	Solicitation ID Number:	IFB-22-79
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Solicitation Title: New Streetlight Installation

				Bidders:	Bill's Electric Inc.*	J Williams Contractors**
<u>Line Item Number</u>	<u>BEUD DS Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price (Each)</u>	<u>Unit Price (Each)</u>	

SETTING POLES/FIXTURES^{1, 2}

1	DS-1116/1138	18' Aluminum Pole / Contempto Fixture	1	\$980.00	
2	Various	12' Decorative Pole / Fixture	1	\$420.00	
3	Various	12' Deocorative Pole / Arm / (2) Fixtures	1	\$470.00	
4	Various	22' Columbia Pole / 4' Arm / Fixture	1	\$730.00	
5	Various	22' Columbia Pole / 4' Arm / Fixture with receptacle	1	\$780.00	
6	Various	30' Columbia Pole / 6' Arm / Fixture with receptacle ⁵	1	\$830.00	
7	Various	30' Columbia Pole /12' Arm/(2) Fixtures with receptacle ⁵	1	\$880.00	

WIRING³

8	DS-1140	Wiring - 120V or 277V - 2 Wire	1	\$110.00	
9	DS-1141	Wiring - 120V with Receptacle - 3 Wire	1	\$210.00	
10	DS-1142	Wiring - 240V - 3 Wire	1	\$110.00	
11	DS-1143	Wiring - 240V with Receptacle - 4 Wire	1	\$210.00	
12	N/A	Installing Wire between lights ⁴	1	\$4.00	

Total Bid Price \$5,734.00

				*The City inadvertantly excluded the Unit of Measure on the Bid Form for line 12. Bill's Electric Inc. offered a Unit Price of \$4.00 per foot.	
				**The J Williams Contractors Bid Submission was rejected during Bid Evaluation.	

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



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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-79	Date of Issuance:	AUGUST 7, 2022 AUGUST 14, 2022
Description:	NEW STREETLIGHT INSTALLATION		
Requesting Department:	CITY OF BENTONVILLE ELECTRIC UTILITY 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		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	AUGUST 30, 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:	August 24, 2022– 4:30 PM CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



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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: BILL'S ELECTRIC INC. Phone Number: 479-770-5300

Business Address (Full Street/City/State/Zip): 313 S. LINCOLN ST. LOWELL, AR 72745

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

Name of Contact Person: JEROD BRADSHAW Email: jbradshaw@beijoplin.com

Signature of Authorized Person: [REDACTED] Date: 8/30/2022

Printed or Typed Name: MATT WHITED Title: BRANCH MANAGER

Arkansas Contractor's License Number: 0077850423 (REQUIRED)

Sales or Use Tax ID Number: 00270066-SLS

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

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BILLELE-01

LMCCALL

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurancenter 2901 Arizona Ave Joplin, MO 64804	CONTACT NAME: Maria Stout	
	PHONE (A/C, No, Ext): (417) 623-7500	FAX (A/C, No): (417) 623-0902
E-MAIL ADDRESS: mstout@theinsurancenter.com		
INSURED Bill's Electric, Inc. PO Box 707 Webb City, MO 64870	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Fire Insurance Company	
	INSURER B: CONTINENTAL CASUALTY COMPANY	
	INSURER C: The Continental Insurance Company	
	INSURER D: MIDWEST BUILDER'S CASUALTY MUTUAL COMPANY	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			6024090850	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BUA6024090833	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			6057380373	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC100-0001049-2022A	1/1/2022	1/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Bentonville 305 SW A St Bentonville, AR 72712-5836	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



BILL'S
ELECTRIC
INC.

ELECTRICAL CONTRACTORS

EMPLOYEE OWNED

MASTER ELECTRICIANS ON STAFF - (5) SHOWN

First Name	Last Name	License Type	License Number	License Status	License Expiration Date	License Issue Date	Email
BRANDON	WILSON	Electrician - Master	M-7539	Active	05/31/2023 23:59:59	01/18/2022 15:52:16	BRANDON_WILSON_2558@arkansas.gov

First Name	Last Name	License Type	License Number	License Status	License Expiration Date	License Issue Date	Email
HUEY	KENNEDY	Electrician - Master	M-5467	Active	03/31/2023 23:59:59	04/01/2022 14:39:46	hueykennedy@yahoo.com

First Name	Last Name	License Type	License Number	License Status	License Expiration Date	License Issue Date	Email
LUIS	CHANG	Electrician - Master	M-9754	Active	12/31/2022 23:59:59	01/18/2022 16:02:39	EMILIOB20@GMAIL.COM

First Name	Last Name	License Type	License Number	License Status	License Expiration Date	License Issue Date	Email
MATHEW	WHITED	Electrician - Master	M-9077	Active	11/30/2022 23:59:59	01/18/2022 16:01:58	MWHITED@BEIIOPLIN.COM

First Name	Last Name	License Type	License Number	License Status	License Expiration Date	License Issue Date	Email
MATTHEW	MCDONALD	Electrician - Master	M-5698	Issued	08/31/2023 23:59:59	08/25/2022 13:16:38	MMCDONALD@BEIIOPLIN.COM

Corporate:

P.O. Box 707
1716 Falcon Street
Webb City, MO 64870
Ph. (417) 624-6660
Fax (417) 624-6966
bei@beiioplin.com

Lowell Office:

P.O. Box 1395
313 S. Lincoln Street
Lowell, AR 72745
Ph. (479) 770-5300
Fax (479) 770-5301

Springfield Office:

732 N. Miller Ave.
Springfield, MO 65802
Ph. (417) 865-2455
Fax (417) 865-2425

Claremore Office:

9554 Alawhe Drive
Claremore, OK 74019
Ph. (918) 341-4414
Fax (918) 341-1414



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.	<u>M.W.</u>									
Proof of insurance, or the ability to acquire, as defined herein.	<u>M.W.</u>									
Proof of a minimum of five (5) master commercial electricians on staff with a current license. Submit copies of current license cards with Bid.	<u>M.W.</u>									
APPENDIX A: SUBCONTRACTOR DISCLOSURE (Completed, if applicable)	<u>M.W.</u>									
APPENDIX B: NON-COLLUSION AFFIDAVIT (Completed and Notarized)	<u>M.W.</u>									
APPENDIX C: BIDDER QUALIFICATIONS (Completed)	<u>M.W.</u>									
APPENDIX D: CONTRACTOR/VENDOR DISCLOSURE (Completed)	<u>M.W.</u>									
APPENDIX E: SPECIFICATIONS (Completed)	<u>M.W.</u>									
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><tr><td><u>ADDENDUM NUMBER</u></td><td><u>DATE OF ISSUANCE</u></td><td rowspan="4"><u>M.W.</u></td></tr><tr><td><u>RFI #1 RESPONSE</u></td><td><u>AUGUST 18, 2022</u></td></tr><tr><td><u>ADDENDUM #1</u></td><td><u>AUGUST 30, 2022</u></td></tr><tr><td><u>ADDENDUM #2</u></td><td><u>AUGUST 31, 2022</u></td></tr></table>	<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>	<u>M.W.</u>	<u>RFI #1 RESPONSE</u>	<u>AUGUST 18, 2022</u>	<u>ADDENDUM #1</u>	<u>AUGUST 30, 2022</u>	<u>ADDENDUM #2</u>	<u>AUGUST 31, 2022</u>	
<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>	<u>M.W.</u>								
<u>RFI #1 RESPONSE</u>	<u>AUGUST 18, 2022</u>									
<u>ADDENDUM #1</u>	<u>AUGUST 30, 2022</u>									
<u>ADDENDUM #2</u>	<u>AUGUST 31, 2022</u>									

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

BID FORM

Line Item Number	BEUD DS Number	Description	Quantity	Unit Price (Each)
SETTING POLES/FIXTURES^{1, 2}				
1	DS-1116/1138	18' Aluminum Pole / Contempto Fixture	1	\$ <u>980.00</u>
2	Various	12' Decorative Pole / Fixture	1	\$ <u>420.00</u>
3	Various	12' Decorative Pole / Arm / (2) Fixtures	1	\$ <u>470.00</u>
4	Various	22' Columbia Pole / 4' Arm / Fixture	1	\$ <u>730.00</u>
5	Various	22' Columbia Pole / 4' Arm / Fixture with receptacle	1	\$ <u>780.00</u>
6	Various	30' Columbia Pole / 6' Arm / Fixture with receptacle ⁵	1	\$ <u>830.00</u>
7	Various	30' Columbia Pole /12' Arm/(2) Fixtures with receptacle ⁵	1	\$ <u>880.00</u>
WIRING³				
8	DS-1140	Wiring - 120V or 277V - 2 Wire	1	\$ <u>110.00</u>
9	DS-1141	Wiring - 120V with Receptacle - 3 Wire	1	\$ <u>210.00</u>
10	DS-1142	Wiring - 240V - 3 Wire	1	\$ <u>110.00</u>
11	DS-1143	Wiring - 240V with Receptacle - 4 Wire	1	\$ <u>210.00</u>
12	N/A	Installing Wire between lights ⁴	1	\$ <u>4.00/FT.</u>
TOTAL BID PRICE (Stated in words)		FIVE THOUSAND SEVEN HUNDRED THIRTY-FOUR DOLLARS.		
SUM OF LINES 1-12				
Total Bid Price used for comparison purposes only				
TOTAL BID PRICE (Stated in figures)		\$ <u>5,734.00</u>		
SUM OF LINES 1-12				
Total Bid Price used for comparison purposes only				

[Bidder Declaration Follows on Next Page]



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

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 understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same.

Company Name: BILL'S ELECTRIC INC. By (Authorized Person's Signature): 

State of incorporation (required if Company is a corporation): MISSOURI

Full names of all partners (required if Company is a partnership): N/A

Printed Name and Title: MATT WHITED, BRANCH MANAGER

Date: 8/30/2022

Arkansas State Contractor's License Number (REQUIRED): 0077850423

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

APPENDIX A

SUBCONTRACTOR DISCLOSURE **(REQUIRED RESPONSE DOCUMENT ONLY WHEN** **APPLICABLE)**



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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SUBCONTRACTOR DISCLOSURE

Pursuant to Arkansas State Law, subcontractors who submit proposals in excess of \$50,000.00 must have a valid, current Arkansas State Contractor's License.

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided below. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named herein by the prime contractor awarded a contract under the provision of this act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

[Continued on the following page]



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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Proposer shall submit the name of any subcontractors proposed, and the subcontractor's State Contractor's License Number (if applicable).

Subcontractor Name	Subcontractor State Contractor's License (if applicable)	Work to be Performed	Answer Y/N Subcontractor's portion exceeds \$50,000.00.

NOT APPLICABLE - BEI TO PERFORM ALL WORK.



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

APPENDIX B

NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)



CITY OF BENTONVILLE, ARKANSAS
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NON-COLLUSION AFFIDAVIT

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

State of Arkansas

County of Benton

I, **MATT WHITED**, of lawful age, being first duly sworn, on oath says that:

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

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

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

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

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

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

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

Signature: [Redacted] Title: **BRANCH MANAGER**

Subscribed and sworn before me this: 30th day of August, 20 22

Notary Public: [Redacted] My commission expires: Sept. 5th, 2028

MISTY MARIE YOUNGBLOOD
Notary Public-State of Arkansas
Washington County
My Commission Expires Sept. 05, 2028
Commission # 12705383



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APPENDIX C

BIDDER QUALIFICATIONS **(REQUIRED RESPONSE DOCUMENT)**



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BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall provide at least three (3) references from within the last two (2) years in the space provided below. References provided must be from the performance of the same or similar type of work as described herein.

The City reserves the right to contact references provided and use the information obtained in the evaluation of Bidder's Bid submission.

Contact Name	Contact Phone Number	Description of Work	Date/Date Range When Services Were Performed
CORI WILSON	573-263-2666	ALL FORMS OF ELECTRICAL CONSTRUCTION, INCLUDING SITE AND POLE LIGHTS.	2018-2022
JESSIE EVANS	479-799-5719	ALL FORMS OF ELECTRICAL CONSTRUCTION, INCLUDING SITE AND POLE LIGHTS.	2018-2022
BOBBY WELSH	479-644-9009	ALL FORMS OF ELECTRICAL CONSTRUCTION, INCLUDING SITE AND POLE LIGHTS.	2018-2022

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):



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APPENDIX D

CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)



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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: BILL'S ELECTRIC INC.

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.**

M.W. Initials



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APPENDIX E

SPECIFICATIONS (REQUIRED RESPONSE DOCUMENT)



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.

' – Feet/Foot lb(s) – pound(s)

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 upon Notice of Award.	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 and crew shall meet with the City's designated contact(s) prior to beginning services to review the Scope of Work, measurements and plans (Pre-Construction Meeting).	X	
6	The awarded Bidder shall coordinate progress meetings with the City's designated contact(s) to review progress and details while services are being performed.	X	
7	The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the services described herein.	X	
8	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	



2. PROJECT SPECIFICATIONS

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9	General: • This specification covers the installation of streetlights in the city of Bentonville as directed by BEUD, including, but not limited to transportation of materials, installation of pole on foundation, wiring of fixture and system connections to BEUD source wire. • Contractor to provide line item price per bid form. • The term of the awarded Contract shall be one (1) year, renewable annually upon mutual written agreement for a maximum term not to exceed five (5) years.	X	
10	Qualifications: • Contractor must own all equipment necessary to transport material, install light poles, and work on lights, included by not limited to: ○ Trailer of sufficient length to transport 30' poles. ○ Boom lift capable of lifting a minimum of 500 lbs. ○ Bucket truck capable of reaching 35' to work on taller lights. • Contractor shall own all equipment to be used in the work performed under the awarded Contract, and shall maintain such equipment throughout the Contract. The City reserves the right to inspect any and all equipment to be used by the Contractor prior to award or beginning services to ensure that the equipment is suitable to perform the services as described herein. • Contractor shall provide proof of a minimum of five (5) master commercial electricians on staff with a current license. Submit copies of current license cards with bid.	X	

[Specifications Continue on Next Page]



SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
11	Material: - Contractor shall supply wire from base of streetlight to fixture. Wire shall be 600V type NM-b UL listed Romex #10/2 with ground. Include price for this wire in cost for DS-1110 through DS-1138 (see Appendix F). If a streetlight has a receptacle, include a second length of wire for receptacle. - BEUD will supply all other material associated with installation and wiring of streetlights. - BEUD Engineering will prepare design layout drawing to be supplied to contractor. This drawing will indicate type of pole and fixture to be installed at each location and the required wiring configuration. Drawing will have notes listing specific DS numbers for that project. - All material supplied by BEUD will be picked up at the City Warehouse at 501 SW 28th Street. Call Amy Blood at 271-3145 a minimum of 3 days in advance to schedule a time for material pickup. Warehouse hours are 7:30 AM to 3 PM, Monday through Friday. - Contractor shall be responsible for securing and protecting poles, fixtures, and all material to ensure no damage during transport. City Warehouse personnel will stage material in the loading dock area for Contractor pickup, but will not be responsible for shrink wrapping or securing any material on pallets. - Maximum dimensions and weights of material is as follows: - Maximum fixture weight is 50 pounds, in a 3' x 3' x 3' box. - Maximum arm length in 12' and weighs 100 lbs. - Maximum pole length is 30' and weighs 500 lbs. - Contractor will sign for all material when accepted. Any damage after acceptance is the responsibility of the Contractor. - Refer to DS-1110 to DS-1138 (see Appendix F) for specific details for pole/fixture combinations.	X	
12	Wiring: - Contractor shall wire each light according to the specific project design layout drawing. Source wiring will be left disconnected until Contractor wiring portion is complete. - Contractor to follow wiring details as shown on DS-1140 to DS-1143 (see Appendix F).	X	



SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
13	Pole Installation: - DS-1138 (see Appendix F) does not require a foundation and requires Contractor to dig a hole and place SB2 around pole. Refer to detail for specific installation requirements for this pole. - The remaining poles require a foundation. Foundation, anchor bolts, and conduit to be installed by others. These items are not considered part of this scope of work. - BEUD will install source conductors in conduit and coil above foundation. BEUD will ensure that conductors are left disconnected from source device. - Contractor will install streetlight pole on existing anchor bolts and secure with existing hardware. Care shall be taken to ensure the existing source conductors are not pinched or damaged during pole installation.	X	
14	Inspections: - After receiving notice from Contractor that project is complete, BEUD will inspect each streetlight pole for proper installation techniques before energizing. BEUD will add streetlight numbers during inspection process. - Contractor shall leave hand-hole plate unsecured and place inside light base. BEUD will secure hand-hold plate after wiring is verified. - BEUD will energize lights after inspection of all lights is complete. Any items that need to be addressed will be added to the overall punch list for the Contractor to correct.	X	

[Specifications Continue on Next Page]



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15. WARRANTIES (REQUIRED RESPONSE):

Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

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

 Agree (As Specified) X Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning: PROVIDING ONLY ROMEX WITHIN POLES. WILL NOT SUBMIT AFTER EVERY JOB AS IT WOULD BE FOR NEARLY EVERY POLE. WE WILL WARRANTY ALL WORK FOR ONE YEAR AFTER COMPLETION PER BELOW.

Workmanship Warranty

Bidder warrants that the workmanship and material shall be free from defect for a period of one (1) year(s) upon 100% completion of the work as approved by the City.

 X Agree (As Specified) Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning: WE WILL WARRANTY WORK FOR ONE YEAR AFTER COMPLETION.

RESOLUTION NO. _____

A RESOLUTION AWARDDING IFB 22-79 TO BILL’S ELECTRIC, FOR STREET LIGHT INSTALLATION SERVICES ON AN AS NEEDED BASIS IN ACCORDANCE WITH UNIT PRICING; AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT FOR SAID SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, Bill’s Electric is the lowest qualified bidder for bid IFB-22-79;

WHEREAS, this contract covers street light installation services on an as needed basis; and

WHEREAS, this contract will be paid using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into a contract with Bill’s Electric for street light installation services on an as needed basis in accordance with the per unit price submitted with IFB 22-79;

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	10/11/2022
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to award bid IFB 22-83 for fiber material to the Stuart Irby Company and a budget adjustment for \$317,885.24 as shown on the attached bid tabulation. Approved by Utility Board 4-0.					

Estimated Cost	\$317,855.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
A budget adjustment from General Fund will cover the costs of the material.	





Budget Adjustment Request

Date of City Council Meeting	10/11/2022
Department	IT/Admin
Submitted by	Dennis Hayes
Phone	479-271-3127

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>
Budget adjustment to use \$317,855.24 from reserves to pay for the fiber materials needed for Priority II of the City Fiber Loop. The materials will allow departments to budget for construction in 2023. Approved by Utility Board 4-0.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101010	47390	Improvements Other		\$ 317,855.24
		Totals	\$ -	\$ 317,855.24
		Net Impact on Fund Balance	\$ (317,855.24)	

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



www.bentonvillear.com

PLEASE RECYCLE



MEMORANDUM

DATE: OCTOBER 11, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Fiber Cable IFB-22-83

Electric Dept. staff recommends awarding IFB 22-83 for fiber cable to the Stuart Irby Company and a budget adjustment in the amount of \$317,885.24.

This material will be used for the upcoming fiber trunk installations that will complete the main City Truck line currently under design. The money will be budget adjusted from General Fund to cover these costs.

Approved by Utility Board 4-0.

BEUD PRIORITY TWO CABLE REELS

Item #	Material Description	Unit	Qty	BEUD Part Number	Cost per foot - IRBY	Extended Cost	Lead time	Supplier	Part Number	Description	Cost per foot - Techline	Extended Cost	Lead time
1	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #1	Ft	17,553'	2285	\$1.60	\$28,084.80	24-26 weeks	AFL	DNA-33174	FIBER CABLE, ADSS 144 COUNT, AFL DNA-33174	\$1.82	\$31,946.46	24-26 weeks
2	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #2	Ft	12,450'	2285	\$1.60	\$19,920.00	24-26 weeks	AFL	DNA-33174	FIBER CABLE, ADSS 144 COUNT, AFL DNA-33174	\$1.82	\$22,659.00	24-26 weeks
3	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #3	Ft	14,241'	2285	\$1.60	\$22,785.60	24-26 weeks	AFL	DNA-33174	FIBER CABLE, ADSS 144 COUNT, AFL DNA-33174	\$1.82	\$25,918.62	24-26 weeks
4	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #4	Ft	14,000'	2285	\$1.60	\$22,400.00	24-26 weeks	AFL	DNA-33174	FIBER CABLE, ADSS 144 COUNT, AFL DNA-33174	\$1.82	\$25,480.00	24-26 weeks
5	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #5	Ft	13,500'	2285	\$1.60	\$21,600.00	24-26 weeks	AFL	DNA-33174	FIBER CABLE, ADSS 144 COUNT, AFL DNA-33174	\$1.82	\$24,570.00	24-26 weeks
6	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #6	Ft	18,500'	2285	\$1.60	\$29,600.00	24-26 weeks	AFL	DNA-33174	FIBER CABLE, ADSS 144 COUNT, AFL DNA-33174	\$1.82	\$33,670.00	24-26 weeks
7	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #7	Ft	13,500'	2285	\$1.60	\$21,600.00	24-26 weeks	AFL	DNA-33174	FIBER CABLE, ADSS 144 COUNT, AFL DNA-33174	\$1.82	\$24,570.00	24-26 weeks
8	288 ADSS Fiber Optic Cable Dia. 0.823 Reel #8	Ft	14,500'	2218	\$3.19	\$46,255.00	24-26 weeks	AFL	DNA-33075	FIBER CABLE, ADSS 288 COUNT, AFL DNA-33075	\$3.61	\$52,345.00	24-26 weeks
9	288 ADSS Fiber Optic Cable Dia. 0.823 Reel #9	Ft	7,000'	2218	\$3.19	\$22,330.00	24-26 weeks	AFL	DNA-33075	FIBER CABLE, ADSS 288 COUNT, AFL DNA-33075	\$3.61	\$25,270.00	24-26 weeks
10	48 ADSS Fiber Optic Cable Dia. 0.429 Reel #10	Ft	21,084'	2286	\$0.82	\$17,288.88	24-26 weeks	AFL	DNA-33039	FIBER CABLE, ADSS 48 COUNT, AFL DNA-33039	\$0.94	\$19,818.96	24-26 weeks
11	24 ADFO Gel-Free Non-Armored Loose Tube Reel #11	Ft	13,072	2,220	\$0.43	\$5,620.96	40 weeks	AFL	LE0249C5101N1D	FIBER CABLE, ADFO 24 For Placement In Conduit	\$0.48	\$6,274.56	40 weeks

BEUD SPARE REELS

12	288 ADSS Fiber Optic Cable Dia. 0.823 Spare Reel	Ft	10,000'	2218	\$3.19	\$31,900.00	24-26 weeks	AFL	DNA-33075	FIBER CABLE, ADSS 288 COUNT, AFL DNA-33075	\$3.61	\$36,100.00	24-26 weeks
13	144 ADSS Fiber Optic Cable Dia. 0.496 Spare Reel	Ft	10,000'	2285	\$1.60	\$16,000.00	24-26 weeks	AFL	DNA-33174	FIBER CABLE, ADSS 144 COUNT, AFL DNA-33174	\$1.82	\$18,200.00	24-26 weeks
14	48 ADSS Fiber Optic Cable Dia. 0.429 Spare Reel	Ft	10,000'	2286	\$0.82	\$8,200.00	24-26 weeks	AFL	DNA-33039	FIBER CABLE, ADSS 48 COUNT, AFL DNA-33039	\$0.94	\$9,400.00	24-26 weeks
15	24 ADFO Gel-Free Non-Armored Loose Tube Spare Reel	Ft	10,000'	2220	\$0.43	\$4,300.00	40 weeks	AFL	LE0249C5101N1D	FIBER CABLE, ADFO 24 For Placement In Conduit	\$0.48	\$4,800.00	40 weeks

Irby total: \$317,885.24

Techline total: \$361,022.60



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

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

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	IFB-22-83	Solicitation Title:	Fiber Optic Cable
RFI RESPONSE NUMBER	1	Date of Issuance:	September 6, 2022

TO: Prospective Bidders

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Bid Submission.

Clarification:

- 1.0 This purpose of this RFI Response Number 1 is to clarify that all Unit and Extended Prices must be rounded to the nearest cent (two decimal places). Rounding will NOT be done during Bid Evaluation. In accordance with the City's Purchasing Policy, in the event the correction of a pricing mistake results in an increase or decrease in the Unit Price, the Bid shall be considered nonresponsive and shall be rejected.

[End of RFI Response 1]



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

FOR PUBLICATION

PUBLICATION DATES: AUGUST 28, 2022

NOTICE TO BIDDERS

FIBER OPTIC CABLE

Invitation For Bid (IFB)-22-83

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of various Fiber Optic Cables, as specified, for the City of Bentonville Electric Utility Inventory Department.

All materials awarded to the Awarded Bidder(s) must be delivered prior to payment being processed.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

The City of Bentonville encourages all qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

There will be a Public Bid Opening for IFB-22-83 held at 2:00 PM CST on Wednesday, September 21, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late or unsigned Submissions will be rejected without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address above. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

Electronic or emailed Bid Submissions will not be accepted. Submissions must be hard copies, sealed and delivered, as stated in this Advertisement.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is September 15, 2022, at 4:30 PM CST.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING



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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-83	Date of Issuance:	AUGUST 28, 2022
Description:	FIBER OPTIC CABLE		
Requesting Department:	CITY OF BENTONVILLE ELECTRIC UTILITY INVENTORY 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		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	SEPTEMBER 21, 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:	September 15, 2022 - 4:30 PM CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	



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EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Irbby Utilities Phone Number: 501-618-3002
Business Address (Full Street/City/State/Zip): 8401 Frazier Pk. Little Rock AR. 72206
Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): ☒ Yes ☐ No
Name of Contact Person: Deborah Needs Email: Needs@irby.com
Signature of Authorized Person:  Date: 9/13/22
Printed or Typed Name: Deborah Needs Title: Inside Sales
Arkansas Contractors License Number: N/A (Not required unless specified)
Sales or Use Tax ID Number: 64-0179020
Bid Bond Included: ☐ Yes ☒ No (only required if specified in this IFB Document)

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one-time purchase and delivery of various Fiber Optic Cables, as specified.

All items shall be delivered to the City in accordance with this IFB Document and all attached Appendixes.

****Special Note: This is not an annual blanket bid; this is for a one-time order of the materials and quantities specified****

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.

3. APPENDIXES

- **APPENDIX A: VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX B: BID FORM (REQUIRED RESPONSE DOCUMENT)**

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

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

1. GUARANTEE OF BID

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

2. BONDS

A. BID BOND (BID GUARANTEE)

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

 Bid Bond Required X Bid Bond Not Required for this Solicitation

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

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B. PERFORMANCE & PAYMENT BOND

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

☐ Performance and Payment Bond Required ☒ Performance and Payment Bond Not Required for this Solicitation

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

C. BONDS – GENERAL

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

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

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

3. SPECIFICATIONS

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

4. WARRANTIES

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

Bidders shall respond when required in the Warranties portion of the Specifications Section in this IFB Document.



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5. LAWS AND REGULATIONS

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

6. ENCOURAGEMENT FOR PARTICIPATION

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

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

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

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

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

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

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

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8. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that a equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

If no substitute or equivalent item will be accepted by the City due to existing equipment or processes in place, the specified item will have "NO SUB" included. When the City specifies "NO SUB", no substitute or alternate item will be accepted.

9. INDEMNIFICATION

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

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

10. PAST PERFORMANCE/REFERENCES

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



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11. TOBACCO PRODUCTS AND LITTERING

The use of tobacco products is only permitted in designated areas marked with proper cigarette disposal containers on site. No disposal of tobacco products or littering of any kind shall be tolerated on the work premises or during performance of work for the City.

12. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

13. BIDDER'S DOCUMENTS

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

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

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

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14. INVOICING

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

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

 X Invoice upon delivery (Payment within 14 days)

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

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

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

City of Bentonville Administrative Services

ATTN: Accounts Payable

1000 SW 14th ST

Bentonville, AR 72712

accountspayable@bentonvillear.com

15. BIDDER REQUESTED PAYMENT TERMS

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

☒ **NET 30 Days from Invoice Submission** ☐ **NET 60 Days from Invoice Submission** ☐ **Other (Specify Below)**

16. TERM

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

 X Single Purchase (for an item(s) ordered at one time)

The awarded Bidder(s) will receive a single or multiple Purchase Order(s), based on the Line Item(s) awarded, from the City of Bentonville for the one-time purchase and delivery of the Item(s).

- A.** Delivery shall be made in accordance with the City's delivery date/time specified herein or otherwise accepted (if alternate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The Scope of work for this Invitation for Bid (IFB) is for the one-time purchase and delivery of various Fiber Optic Cables, as specified.

All items shall be delivered to the City in accordance with this IFB Documents and all attached Appendixes.

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

2. DELIVERY

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "X" mark in the applicable field. Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): October 11, 2022

Delivery/Work-Site Address: 3200 SW Municipal Dr, Bentonville, AR 72712

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

X One-Time Order

City's Specification:

Awarded Bidder(s) shall adhere to the Lead Times proposed in their Submission on the Bid Form.

The City will process payment for the item(s) once ALL items within the Purchase Order have been delivered.

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SECTION 4: BIDDER ACKNOWLEDGEMENTS

Bidders are encouraged to use this section to verify that the following required documents 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.	<u>DN</u>												
Appendix A: Vendor Disclosure, Completed	<u>DN</u>												
Appendix B: Bid Form, Completed	<u>DN</u>												
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><u>IFB - 22 - 83 RFI #1</u></td><td><u>9/6/22</u></td></tr><tr><td>_____</td><td>_____</td></tr><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>IFB - 22 - 83 RFI #1</u>	<u>9/6/22</u>	_____	_____	_____	_____	_____	_____	_____	_____	<u>DN</u>
<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>												
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SECTION 5: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
 - b. The term "Bid" means the offer by the Bidder.
 - c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
 - d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
*At times in this document the terms Bidder and Contractor are interchangeable.
 - e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
 - f. The term "City" means the City of Bentonville, Arkansas.
 - g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.
3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

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

Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.

Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:

- (1) The Bids are submitted in separate sealed envelopes;
- (2) The products being proposed in each submission are different makes, models or otherwise types of products.



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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.
5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.

- (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
- (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

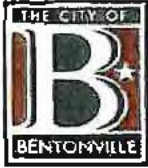
The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evident on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

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

Bidders accept all terms and conditions herein upon submission of their signed Bid.

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

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



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ADMINISTRATIVE SERVICES BUILDING
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8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

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

In the event of two (2) or more identical low Bids, award will be made to the lowest and most responsive and responsive Bidder as determined by the City through the Bid evaluation process.

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

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



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14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

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

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



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
- First to Bidder offering firm prices for full contract period; and
 - Second to Bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.
- The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.
- It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:

1. Termination for Convenience

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

2. Termination for Cause

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



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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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3. **Termination Due to Unavailability of Funds**

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

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount specified herein, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.
31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.



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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.
36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
37. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
38. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Department at (479) 271-3115.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Ishy Utilities

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.

DN Initials



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

BID FORM

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such in accordance with the specifications contained herein to deliver the item(s) as specified to the City.

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

BID PRICES SHALL NOT INCLUDE SALES TAX. THE CITY OF BENTONVILLE IS NOT EXEMPT FROM SALES TAX, HOWEVER SALES TAX WILL BE CALCULATED AS PART OF AWARD.

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

X **Per Line Item:** The award will be based on the lowest and most responsible Unit Price per Line Item with all factors considered. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern. Bid prices shall be rounded to the nearest cent.

FT- Foot/Feet

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

BEUD PRIORITY TWO CABLE REELS

Item #	Material Description	Unit	Qty	BEUD Part Number	Cost per foot (Unit Price) "Rounded to the nearest cent"	Extended Cost "Rounded to the nearest cent"	Lead time	Supplier	Part Number	Description
1	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #1	Ft	17,553'	2285	1.60	3656.00	24-26 wk	AFL	DNA-33174	FIBER CABLE, ADSS 144 COUNT, AFL DNA-33174
2	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #2	Ft	12,450'	2285	1.60	3656.00	24-26 wk	AFL	DNA-33174	FIBER CABLE, ADSS 144 COUNT, AFL DNA-33174
3	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #3	Ft	14,241'	2285	1.60	3656.00	24-26 wk	AFL	DNA-33174	FIBER CABLE, ADSS 144 COUNT, AFL DNA-33174
4	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #4	Ft	14,000'	2285	1.60	3656.00	24-26 wk	AFL	DNA-33174	FIBER CABLE, ADSS 144 COUNT, AFL DNA-33174
5	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #5	Ft	13,500'	2285	1.60	3656.00	24-26 wk	AFL	DNA-33174	FIBER CABLE, ADSS 144 COUNT, AFL DNA-33174
6	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #6	Ft	18,500'	2285	1.60	3656.00	24-26 wk	AFL	DNA-33174	FIBER CABLE, ADSS 144 COUNT, AFL DNA-33174
7	144 ADSS Fiber Optic Cable Dia. 0.496 Reel #7	Ft	13,500'	2285	1.60	3656.00	24-26 wk	AFL	DNA-33174	FIBER CABLE, ADSS 144 COUNT, AFL DNA-33174
8	288 ADSS Fiber Optic Cable Dia. 0.823 Reel #8	Ft	14,500'	2218	3.19	7075.42	24-26 wk	AFL	DNA-33075	FIBER CABLE, ADSS 288 COUNT, AFL DNA-33075
9	288 ADSS Fiber Optic Cable Dia. 0.823 Reel #9	Ft	7,000'	2218	3.19	7075.42	24-26 wk	AFL	DNA-33075	FIBER CABLE, ADSS 288 COUNT, AFL DNA-33075
10	48 ADSS Fiber Optic Cable Dia. 0.429 Reel #10	Ft	21,084'	2286	.82	1874.52	24-26 wk	AFL	DNA-33039	FIBER CABLE, ADSS 48 COUNT, AFL DNA-33039
11	24 ADFO Gel-Free Non-Armored Loose Tube Reel #11	Ft	13,072	2,220	.43	954.60	40 wk	AFL	LE0249CS101N1D	FIBER CABLE, ADFO 24 For Placement In Conduit

BEUD SPARE REELS

12	288 ADSS Fiber Optic Cable Dia. 0.823 Spare Reel	Ft	10,000'	2218	3.19	31,900.00	24-26 wk	AFL	DNA-33075	FIBER CABLE, ADSS 288 COUNT, AFL DNA-33075
13	144 ADSS Fiber Optic Cable Dia. 0.496 Spare Reel	Ft	10,000'	2285	1.60	3656.00	24-26 wk	AFL	DNA-33174	FIBER CABLE, ADSS 144 COUNT, AFL DNA-33174
14	48 ADSS Fiber Optic Cable Dia. 0.429 Spare Reel	Ft	10,000'	2286	.82	1874.52	24-26 wk	AFL	DNA-33039	FIBER CABLE, ADSS 48 COUNT, AFL DNA-33039
15	24 ADFO Gel-Free Non-Armored Loose Tube Spare Reel	Ft	10,000'	2,220	.43	954.60	40 wk	AFL	LE0249CS101N1D	FIBER CABLE, ADFO 24 For Placement In Conduit

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB 22-83 TO STUART IRBY COMPANY FOR THE PURCHASE OF FIBER CABLE MATERIAL; APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF THREE HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED EIGHTY-FIVE DOLLARS AND TWENTY-FOUR CENTS (\$317,885.24) FROM GENERAL FUND RESERVES TO ACCOUNT #101010-47390, IMPROVEMENTS – OTHER; AND FOR OTHER PURPOSES.

WHEREAS, Stuart Irby Company is the lowest qualified bidder for bid IFB-22-83; and

WHEREAS, this contract covers the purchase of fiber cable material to complete upcoming fiber truck installations for the City; and

WHEREAS, this contract requires a budget adjustment in the amount of three hundred seventeen thousand eight hundred eighty-five dollars and twenty-four cents (\$317,885.24) from General Fund Reserves to Account #101010-47390, Improvements – Other.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Stuart Irby Company for the purchase of fiber cable material;

Section 2: The 2022 Budget should be and the same is hereby amended to transfer three hundred seventeen thousand eight hundred eighty-five dollars and twenty-four cents (\$317,885.24) from General Fund Reserves to Account #101010-47390, Improvements – Other;

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	10/11/2022
Department	Parks and Recreation Department
Submitted by	Wade Tomlinson
Phone	(479) 271-3392

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing a budget adjustment, in the amount of \$7,892.00, recognizing a donation from the Bentonville/Bella Vista Trailblazers for park improvements at Lake Bentonville.					

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





Budget Adjustment Request

Date of City Council Meeting	10/11/2022
Department	Parks and Recreation Department
Submitted by	Wade Tomlinson
Phone	(479) 271-3392

Purpose of Budget Adjustment (Enter purpose in space below):
Budget Adjustment accepting donation from the Trailblazers for Lake Bentonville.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	37010	Miscellaneous Donation	\$ 7,892.00	
105030	44450	Project Maintenance		\$ 7,892.00
		Totals	\$ 7,892.00	\$ 7,892.00
		Net Impact on Fund Balance	\$ -	
*Final Account Number will be determined by Accounting Department after approval and purchase				



Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Wade Tomlinson, Parks Planner
Date: October 11, 2022
Re: Resolution authorizing Mayor to accept donation for Lake Bentonville.

A resolution authorizing the mayor to accept a donation in the amount of \$7,892.00 from the Bentonville/Bella Vista Trailblazer's Association, Inc, AKA NWA Trailblazers to the Bentonville Parks and Recreation for park improvements at Lake Bentonville.

The NWA Trailblazers have developed improvements at both Lake Bentonville Park and the private Osage Park. In effort to close their books on this specific public park budget wish to donate the project budget surplus in the amount of \$7,892.00. These funds can be used for improvements at Lake Bentonville.

Parks and Recreation is very appreciative of the gift and plans to use the funds to plant trees and create a natural barrier to prevent vehicles from parking in the grass during events. Our team will self-perform the tree planting and placing the boulders later this fall.

If you have any questions regarding this item, please let me know. Please call me at 271-3392 or email wtomlinson@bentonvillear.com.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2022 BUDGET TO RECOGNIZE A DONATION IN THE AMOUNT OF SEVEN THOUSAND EIGHT HUNDRED NINETY-TWO DOLLARS (\$7,892.00) TO ACCOUNT #105030-37010, MISCELLANEOUS DONATION, APPROPRIATING THE SAME INTO ACCOUNT #105030-44450, PROJECT MAINTENANCE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville/Bella Vista Trailblazer's Association, Inc. desires to donate its project budget surplus to the City for improvements at Lake Bentonville; and

WHEREAS, the City's Parks and Recreation Department is appreciative of this gift and plans to use the fund to plant trees, creating a natural barrier to prevent vehicle parking on the grass.

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

Section 1: The City's 2022 budget is amended to recognize a seven thousand eight hundred ninety-two dollars (\$7,892.00) donation into Account #105030-37010, Miscellaneous Donation;

Section 2: The same shall be appropriated from Miscellaneous Donation into account #105030-44450, Project Maintenance;

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 this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	10/11/2022
Department	Parks and Recreation
Submitted by	David Wright, Parks and Recreation Director
Phone	(479) 271-6813

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor to accept a \$1,000,000.00 contribution from Bentonville Advertising and Promotions Commission (Visit Bentonville) to be used for park projects associated with the Quilt of Parks Project.					

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: David Wright, Parks and Recreation Director
Date: September 28, 2022
Re: Resolution authorizing Mayor to accept \$1MM contribution for Quilt of Parks.

A resolution authorizing the mayor to accept a \$1,000,000 contribution from the Bentonville Advertising and Promotions Commission (Visit Bentonville) to be used towards the construction of Dave Peel Park and The Commons – both part of the Quilt of Parks Project.

When Parks and Recreation started the Quilt of Parks Master Plan in 2019, the team at Visit Bentonville was the first to join the planning team and start pushing us towards making this a reality. Kalene Griffith, or another team member, has participated in every aspect of this project from selecting a design firm to approving the master plan with their Commission and other public boards.

Visit Bentonville has a long history of assisting financially with Parks and Recreation projects. They do not always pay for 100% of these cost of the projects, but they assist with the public investments. Some of those projects are:

- Lawrence Plaza
- Bentonville Community Center
- Memorial Park Baseball / Softball Astroturf
- Multiple Public Art Projects

As we started this process, Staff from Visit Bentonville was quick to support the Quilt of Parks Project and made their intent clear that they wanted to participate financially in the project. We have planned for this donation since 2019. Since construction on some elements of the project should begin in 2023, we want to bring this money into our local grant accounts so we will be prepared to move forward once bidding is complete.

The projects will bid in early 2023. After we are provided with a Guaranteed Maximum Price from our Construction Manager, we will bring the projects and budget adjustments to you for approval. At this time, I anticipate that occurring in the first half of 2023.

If you have any questions regarding this item, please let me know. I can be reached at 479.464.7275 or email dwright@bentonvillear.com.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2022 BUDGET TO RECOGNIZE A CONTRIBUTION IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00) TO ACCOUNT #10-21500, ESCROW; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Advertising and Promotions Commission (Visit Bentonville) desires to contribute one million dollars (\$1,000,000.00) towards the construction of Dave Peel Park and The Commons; and

WHEREAS, both projects are part of the Quilt of Parks Project with bids expected to go out in early 2023.

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

Section 1: The City's 2022 budget is amended to recognize a one million dollar (\$1,000,000.00) contribution into Account #10-21500, Escrow;

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 this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	11-Oct-22
Department	Parks and Recreation
Submitted by	David Wright, Parks and Recreation Director
Phone	479.464.7275

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance authorizing a bid waiver, in the amount of \$394,646.00, to the Trailblazers of NWA for the construction of an emergency access entrance to Slaughter Pen Mountain Bike Park.					

Estimated Cost	\$394,646.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	
Project is funded by grant awarded in 2020.	





Waiver of Bid Request

Date of City Council Meeting	10/11/2022
Department	Parks and Recreation
Submitted by	David Wright, Parks and Recreation Director
Phone	(479) 271-6813

Vendor	Trailblazers of NWA
Total Cost	\$394,646.00

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

Bid waiver allocates funding for a new emergency access entrance to Slaughter Pen Mountain Bike Park.

Justification *(Enter justification in space below):*

This bid waiver is being awarded to the Trailblazers of NWA to provide funding, originally awarded to the City as part of a grant to reconstruct an emergency entrance on the west side of the park. After design began, we realized the most sustainable long-term solution was to build the entrance on the east side of the park. These funds pays a portion of the project, with the remaining balance being paid for by the Trailblazers.



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: July 13, 2022
Re: Bid Waiver for Emergency Access Drive at Slaughter Pen Mountain Bike Park

In March 2020, Council approved a resolution accepting a grant from the Walton Family Foundation. The grant was a result of a major washout of a low water crossing that provided access into the Slaughter Pen Mountain Bike Park. The washout prevented parks from accessing the site for maintenance and fire and police from providing emergency services on the site.

This grant awarded funds for two projects. First, funding was provided for stream restoration along the Little Sugar Creek. That project is complete and has been successful for few years. The balance of the funds, \$394,646, was allocated for an emergency access entrance for Slaughter Pen Mountain Bike Park.

At the time of the grant award, City Staff planned to rebuild the access along NW A Street near the current medical clinic. This project was designed and ready for construction. However prior to beginning construction, our team was on site with other trail advocates and we just kept coming back to the long term sustainability of this particular access entrance. We all agreed that this was not the long term fix. In fact the best solution is either completely bridge the creek at this entrance or find a new location for access.

The new location was the answer. With the assistance of the Trailblazers, we spent the next year working to design a new emergency access on NE A Street on the east side of the Slaughter Pen property. This access path has been donated to the City and is more suitable long term to serve Parks Maintenance and Emergency Services with a sustainable and permanent access. It also means the street and parks department no longer will have to rebuild the access in the area that is prone to frequent flooding. The price tag for this new entrance costs significantly more than the \$396,646 awarded via the grant. However, the Trailblazers agreed to fund the balance of the project and, with supervision from city staff, oversee the contractor during construction. The Trailblazers did successful bid the project and are prepared to finalize construction.

This bid waiver authorizes city staff to pay the Trailblazers the \$396,646 from the original grant award and allow them to move forward with construction. The new emergency access should be completed by the end of the year.

Representatives from the Walton Family Foundation have been involved in the decisions made regarding this project and are fully supportive of this request. Please see attached email from Jeremy Pate, Senior Program Officer who has worked with us on this project since 2020.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

Attachments:

2020 Grant award from Walton Family Foundation

David Wright

From: Jeremy Pate
Sent: Tuesday, August 30, 2022 2:24 PM
To: David Wright
Subject: WFF Grant #102195 - Little Sugar Creek / Slaughter Pen Park Access

David,

Thank you for reaching out about the status of this grant and the associated projects. To confirm, below are some details:

WFF issued Grant #102195 to the City of Bentonville in March of 2020, in the amount of \$462,646.00. The purpose of the grant is twofold: 1) to assist with restoring streambanks on Little Sugar Creek and 2) removing a low-water crossing across Town Branch and restoring the streambanks, while providing an improved access to Slaughterpen Park.

The Little Sugar creek restoration has been completed, utilizing \$68,000 of the grant proceeds. The remaining grant funds (\$394,646) are reserved for the second phase of the project.

Due to some design changes and a revised access point proposed from NE A Street, the second phase of the project has been delayed from the original anticipated date of completion. Based upon ongoing conversations with the City and Trailblazers, who has assisted considerably in this process, I approved an extension to the grant earlier this year, which currently expires on 10/01/2022. From the Foundation's perspective, the grant remains in good standing, so long as progress towards a final resolution is being pursued.

It is my understanding that the City and Trailblazers continue to work together to complete the intent of the grant application – removing the low-water crossing, restoring the streambanks in the vicinity along Town Branch and completion of an alternative emergency and utility access to Slaughterpen Park. We applaud your partnership and encourage everyone involved to continue proceeding towards a final resolution, which will improve water quality in Town Branch and Little Sugar Creek, in addition to improved utility, maintenance and emergency response to citizens in Slaughterpen parks and trails.

Please reach out with any additional questions.

Thank you,
Jeremy

Jeremy Pate
Senior Program Officer
Walton Family Foundation

www.waltonfamilyfoundation.org

WALTON FAMILY
FOUNDATION

February 28, 2020

Mayor Stephanie Orman
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant 00102195

Dear Stephanie,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve K-12 education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of \$462,646.00 to assist with restoring two streambank issues in / adjacent to Bentonville public parks on the Little Sugar Creek, adjacent to Bella Vista Lake Park, and on the Town Branch, that leads to the Little Sugar Creek, at Slaughter Pen. The grant funds are subject to the terms attached, and you should receive the funds within 14 days. If you have any questions, please contact HomeRegion@wffmail.com and reference Grant 00102195.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Caryl M. Stern
Executive Director

PO Box 2030
Bentonville, AR 72712

44 Cook Street, Suite 255
Denver, CO 80206

111 Town Square Place, Suite 420
Jersey City, NJ 07310

919 18th Street, NW, Suite 400
Washington, D.C. 20006

Grant Agreement

February 28, 2020

Grant 00102195

The Walton Family Foundation, Inc. ("WFF" or "Foundation") has approved a grant in the amount of \$462,646.00 to City of Bentonville ("Grantee"). The project term will be February 28, 2020 to December 31, 2021. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to assist with restoring two streambank issues in / adjacent to Bentonville public parks on the Little Sugar Creek, adjacent to Bella Vista Lake Park, and on the Town Branch, that leads to the Little Sugar Creek, at Slaughter Pen. This grant is more fully described in Grantee's proposal dated February 13, 2020. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
2. **Amount: \$462,646.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
#1	\$68,000.00	Upon completion of a signed grant agreement	March 15, 2020
#2	\$394,646.00	Upon approval of construction schedule	June 15, 2020

3. **Payable:** Initial installment of \$68,000.00 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive grant funds electronically within 14 days of completion.

Installment Two shall be contingent upon the Foundation's approval of the Grantee's activities of the grant and information the Foundation may gather.

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

	Type	Scheduled Date
1	Financial Report	December 30, 2021
2	Final Report	December 30, 2021

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant 00102195 on all reports submitted.

Grant payments are always contingent upon the Foundation's approval of Grantee's operations based on the

above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
 - (a) Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
 - (b) In no event will Grantee use any grant funds:
 - (i) to carry on propaganda, or otherwise to attempt, to influence legislation;
 - (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - (iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
 - (c) Grantee will comply with all applicable laws and regulations.
7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:
 - (a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
 - (b) Grantee fails to comply with the terms of this agreement; or
 - (c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.
8. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.
9. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
10. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00102195 in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this agreement is not completed by March 13, 2020 the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Caryl M. Stern
Executive Director

City of Bentonville

By:

Stephanie Orman
Mayor

Appendix A: City of Bentonville

Performance Measures

Goal: Demonstration of Stream and Wetland Restoration of Little Sugar Creek			
Outputs And Outcomes			
Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	City of Bentonville will obtain all required permits for the project (FEMA, Corps of Engineers, etc) prior to beginning construction	06/30/2020	Permit documentation
Output	City of Bentonville will competitively award a contract to a qualified contractor and will oversee the work to ensure it is completed based on the project design.	06/30/2020	Program records
Output	The City will ensure completion of at least 1,350 linear feet of stream bank and 2 acres of wetland restoration.	12/30/2020	Final inspection report and photo documentation
Goal: Stream restoration and construction of Town Branch / Slaughter Pen access			
Outputs And Outcomes			
Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The City of Bentonville will ensure a design of emergency access and restoration area is completed for the Town Branch / Slaughter Pen access project.	04/01/2020	Submission of design materials
Output	City of Bentonville will gain all necessary permits for the Town Branch project prior to beginning construction.	06/01/2020	Copy of permit records
Output	The City of Bentonville will ensure the Town Branch stream restoration, with at least 50 linear feet of stream bank and a new access, are constructed according to specifications outlined in the design.	12/30/2020	Final inspection report
Outcome	Sediment and nutrient loads in the areas of the restoration (as defined by the Quality Assurance Project Plans) will decrease by at least 80% over established baseline records.	12/30/2021	Water samples as specified in the Quality Assurance Project Plan
Outcome	Permanent emergency and service vehicle access, outside of the base stream flow, is restored to Slaughter Pen Park.	12/30/2020	Written confirmation by Parks Director

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING TO CONSTRUCT AN EMERGENCY ACCESS ENTRANCE FOR SLAUGHTER PEN MOUNTAIN BIKE PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH NWA TRAILBLAZERS IN THE AMOUNT OF THREE HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED FORTY-SIX DOLLARS (\$394,646.00); PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, this project is the basis of a grant award from the Walton Family Foundation in 2020;

WHEREAS, Trailblazers assisted the City in locating and designing the best access point to prevent the Parks and Recreation Department from having to rebuild the access due to damage from numerous weather events; and

WHEREAS, competitive bidding should be waived to ensure time and cost savings for the City as Trailblazers will fund the balance of this project.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with NWA Trailblazers, to construct an emergency access entrance for Slaughter Pen Mountain Bike Park, in the amount of three hundred ninety-four thousand six hundred forty-six dollars (\$394,646.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding to construct an emergency access entrance for Slaughter Pen Mountain Bike Park;

Section 3 - Emergency Clause: The need to begin construction on this project is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 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 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:

Attest:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	10.11.2022
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-3151

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Approval of a Waiver of Bid to purchase required bunker gear from Casco Industries per the unit prices (plus 10% price increase) through participation in a cooperative purchase led by the NWA PPE Committee, consisting of NWA Fire Departments as the purchasing agencies.					

Estimated Cost	\$80,828.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Waiver of Bid Request

Date of City Council Meeting	10.11.2022
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-5927

Vendor	Casco Industries
Total Cost	\$ 80,828.00

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

Purchase required bunker gear from Casco Industries per the unit prices (plus 10% price increase) through participation in a cooperative purchase led by the NWA PPE Committee, consisting of NWA Fire Departments as the purchasing agencies. NWA PPE Committee solicited bids, led by the Siloam Springs Fire Department, and received three bids; Casco Industries was awarded the bid and offers the fastest turn around time. Staff estimates 22 additional sets will be ordered (pants and coats).

Justification *(Enter justification in space below):*

Due to the turn around time and process completed by the NWA PPE Committee, it is impractical to solicit competitive bids again through the city.





Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager,
Date: 10.11.2022
Re: Waiver of Bid

Fire Department is requesting a waiver of bid to purchase required bunker gear from Casco Industries through participation in a cooperative purchase led by the NWA PPE Committee. This committee consists of NWA Fire Departments used as the purchasing agencies.

NWA PPE Committee solicited bids, led by the Siloam Springs Fire Department, and received three bids; Casco Industries was awarded the bid and offers the fastest turn around time. Due to the turn around time and process completed by the NWA PPE Committee, it is impractical to solicit competitive bids again through the city. Staff estimates 22 additional sets will be ordered (pants and coats).

Thank you for your consideration.



April 5, 2022

MSA Corporate Center
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAnet.com

To Whom It May Concern:

MSA acquired Globe Manufacturing Company several years ago. All updates, communications, and price increase letters will be communicated under MSA letterhead. The MSA price increase justification letter dated January 14, 2022 communicating the April 15, 2022 price increase is for all MSA products and services including Globe turnout gear and boots.

Should you have any questions, please feel free to contact me.

Sincerely,



Scott McGuire
North American Sales Channels Specialist
Phone: 724-742-8028
Email: scott.mcguire@MSAsafety.com



July 1, 2022

Dear Valued Partner:

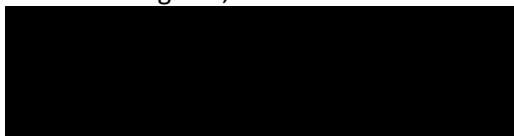
More than ever, MSA remains committed to protecting men and women around the world, and we appreciate your continued support and dedication to keeping our customers safe.

1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAsafety.com

MSA is focused on providing innovative, quality safety products and technology solutions. Despite our best efforts and improved operational efficiencies, we are unable to mitigate all challenges we are experiencing in supply chain constraints, raw materials, and labor costs. Given the volatile inflationary environment our industry continues to navigate, we will be implementing a 10% net price increase effective **October 1, 2022**, for our products and services.

Thank you for your partnership, continued support, and commitment to MSA. Your revised pricing will be sent in an upcoming communication. In the meantime, please feel free to contact me directly by phone (412-508-1125) or via email at Joann.Serakowski@msasafety.com.

Best regards,



Joann Serakowski
Executive Director, Distribution and Business Development, Americas



August 17, 2022

To Whom it may concern:

Due to unforeseen price increases this year from MSA/Globe, We can no longer maintain the current agreed to prices on turnout gear for the Northwest Arkansas contract. Starting October 1st. Globe will be instituting another price increase of 10%. This along with the price increase they implemented back in April of 12%, will put us at a net loss. Starting Oct 1st we will need to ask that everyone pay an additional 10%. There will be no change in regards to turn around time on orders for gear. If you have any questions, please feel free to contact me. I'm always available. I have included a copy of the letter Globe has sent out to us. This is to show transparency in our efforts to best serve our customers.

Tim Schreiner
Sales Representative
Casco Industries, Inc
501-361-7877
www.cascoindustries.com

"Providing Protection For Those That Protect Us"

INVITATION FOR COMPETITIVE BIDS **Northwest Arkansas Structural PPE Committee**

SCOPE:

The scope of this Invitation to Bid is to provide firm contract pricing for Structural Firefighting Blood Borne Resistant Personal Protective Clothing (Coats and Pants) to be purchased by the agencies listed below and to provide for a clear annual cost increase program of the stated items ordered for a contract period of three (3) years beginning on January 1, 2022, and ending on December 31, 2024.

BID ITEMS: Structural Firefighting Personal Protective Clothing (Coats and Pants) as further specified later in this document.

Bid pricing must include individual fire department personnel sizing for custom fit of the stated coats and pants to be performed in house at the local fire stations of the purchasing agencies by factory trained dealer representatives. **NO EXCEPTIONS.**

Item	Description	Unit Price
Structural Firefighting Personal Protective Coat with Springdale Options		\$ <u>11675</u>
Structural Firefighting Personal Protective Pants with Springdale Options		\$ <u>1165</u>
Structural Firefighting Personal Protective Coat with Lowell Options		\$ <u>11675</u>
Structural Firefighting Personal Protective Pants with Lowell Options		\$ <u>1165</u>
Structural Firefighting Personal Protective Coat with Bentonville Options		\$ <u>11675</u>
Structural Firefighting Personal Protective Pants with Bentonville Options		\$ <u>1165</u>
Structural Firefighting Personal Protective Coat with Siloam Spr. Options		\$ <u>11675</u>
Structural Firefighting Personal Protective Pants with Siloam Spr. Options		\$ <u>1165</u>
City patch and USA flag on left and right sleeve of coat. One patch shall be attached to each side as determined by city. Patches shall be of NFPA compliant construction. Pricing shall include one patch for each sleeve of one (1) coat.		\$ <u>included</u>

The bid unit price must cover all the materials and operations necessary to produce items as specified including delivery (FOB Destination, freight paid). **Sales tax is not to be included in the bid unit price.** Applicable Arkansas sales tax laws (state and local) will apply to this bid but will not be considered in award of the bid.

1. The entire cost of preparing and providing responses to this bid invitation shall be borne by the bidder.
2. All bidders must be authorized dealers to sell and service the products specified.

PURCHASING AGENCIES:

Lowell, Arkansas Fire Department;
Springdale, Arkansas Fire Department;
Bentonville, Arkansas Fire Department;
Siloam Springs, Arkansas Fire Department;
Other fire departments within Benton, Carroll, Madison,
and Washington Counties, Arkansas

CONTACT PERSON and TELEPHONE:

David Kissinger, Captain Springdale Fire Department

Cell: 479-283-7297, Office: 479-751-4510

or

Brent Ford, Deputy Chief Siloam Springs Fire Department

Office (479) 524-3103, Cell (479) 220-9715

BID OPENING:

Bid will be accepted via email sent to bford@siloamsprings.com

BID OPENING DATE AND TIME:

Wednesday, January 14, 2022, at 10:00 am CST

BID SUBMISSION:

Bids shall be emailed to bford@siloamsprings.com until January 14, 2022, at 10:00 am CST.

Bids must be submitted as a pdf. attachment using this form, with attachments as appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink and signed in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his/her firm in this contract. Bid prices must remain firm for consideration and acceptance for thirty days from the bid opening date.

BID/CONTRACT RULES and PERIOD:

Bid prices are firm for the life of the contract with the following price escalation rules. The contract is for a three (3) year term beginning on January 1, 2022 and ending on December 31, 2024. Bid contract is for firm pricing on a calendar year (January to December) basis. The initial bid price will be fixed for the period from January 1, 2022, until December 31, 2022. Price increases will be allowed not to exceed 5% per year for purchases ordered in 2023 and 2024.

A contract award will be issued to the successful bidder. The contract results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is only authorized after the authorized purchasing agency provides confirmation to the successful bidder in accordance with each purchasing agencies purchasing procedures.

ESTIMATED QUANTITIES:

The purchasing agencies anticipate combined purchase quantities of fifty (50) units each (Coats and Pants) per calendar year during the contract period. Actual order quantities may be more or less than the estimated quantity. Quantities stated are estimates only and are not guaranteed.

ANTICIPATION TO AWARD BID/CONTRACT:

This Invitation for Bid will be awarded to the lowest responsive, responsible bidder that meets all specifications and requirements stated herein for the life of the contract.

The purchasing agencies anticipate award of the contract within thirty (30) days following bid opening.

STANDARD TERMS AND CONDITIONS:

ACCEPTANCE AND REJECTION: The purchasing agencies reserve the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the agencies.

BRAND NAME REFERENCES: Bids on brands of like nature and quality will be considered. Bids must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The purchasing agencies reserve the right to determine whether offered brands are equivalent and meet the standards of the items specified, and the purchasing agencies may require the bidder to supply additional descriptive material.

DEFAULT: All products furnished will be subject to inspection and acceptance of the purchasing agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the purchasing agency to cancel the contract.

INVOICING: An itemized invoice addressed to the purchasing agency reflecting the agency's individual purchase confirmation, item description, quantity, unit price, and total price including applicable sales tax is required. Payment to the vendor by the purchasing agency will be made within 30 days following delivery, acceptance and invoicing in accordance with these specifications.

DELIVERY (FOB DESTINATION, FREIGHT PAID):

Delivery is required within forty-five (45) working calendar days after receipt of order. "Working calendar days" shall be defined as Monday through Friday of each week excluding weekends and all official Federal holidays. All transportation expenses for delivery of the finished product will be the responsibility of the contractor.

Extended (Alternate) delivery days may be considered when in the best interest of the purchasing agencies.

If delivery guaranty of forty-five (45) calendar working days cannot be met by the bidder, the bidder must state the number of days required to place the product in the ordering agencies designated location. **Failure to state the delivery days obligates the bidder to complete delivery within forty-five (45) Working calendar days after receipt of order.**

If the bidder desires to submit an alternate delivery period, the bidder shall insert the number of working days required by the bidder for the delivery of stated product in the blank below.

ALTERNATE DELIVERY: 70-95 working days after receipt of order for delivery to designated location.

DELIVERY LOCATIONS:

Lowell, Arkansas Fire Department;
Springdale, Arkansas Fire Department;
Bentonville, Arkansas Fire Department;
Siloam Springs, Arkansas Fire Department;
Other fire departments within Benton, Carroll, Madison, and
Washington Counties, Arkansas

LIQUIDATED DAMAGES OR PENALTY:

All products furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications constitutes breach of contract and liquidated damages may be imposed by the purchasing agencies.

Liquidated damages imposed by a purchasing agency against the bidder for failure to meet the agreed upon delivery schedule will be one percent (1%) of the invoice amount of the applicable order for each working day beyond the specified delivery time. The bidder shall be relieved of delays due to causes beyond their control such as acts of God, national emergency, strikes, or fire. The bidder must notify in writing, on a timely basis, the purchasing agency of such developments stating reason, justification, and extent of delay.

MANUFACTURER AUTHORIZED REPAIR CENTER:

Bidders must provide valid proof of the availability of a factory approved repair/refurbishment center for the timely repair and refurbishment of damaged and or worn products purchased pursuant to this contract. Bidder must provide written guaranty of working days required (barring severe or otherwise unusual circumstances) to complete repair or refurbishment of product.

REPAIR/REFURBISHMENT TIME: Bidder guaranties they will repair or refurbish products purchased under this contract in 15 working days after receipt of order including return delivery to the purchasing agency.

DETAILED ITEM SPECIFICATIONS:

The minimum requirements of this specification are as defined by NFPA 1971, Standard on Protective Ensemble for Structural Fire Fighting, 2018 Edition (hereinafter referred to as NFPA 1971, except in the absence of comment on a particular point, industry standard practice shall be presumed to prevail. Workmanship and material shall be first quality throughout. **All exceptions to specifications must be clearly identified within the bid.** In the absence of comment to a specific point, the bidder is required to furnish a wholly compliant garment. Blanket exception(s) are not allowed.

Does your bid comply with all aspects of this section? Yes X No

The bidder must certify that the products proposed in this bid meet or exceed all requirements of NFPA 1971. The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) or Safety Equipment Institute (SEI), as third-party certification as prescribed in NFPA 1971. All certification testing and test preconditioning must have been performed by an ISO 17025-certified laboratory. UL, SEI or a UL Authorized Client Test Data Program laboratory may fulfill this requirement.

Labels shall be permanently and integrally printed onto materials that meet the requirements for labels of NFPA 1971. The product shall be clearly labeled to fully identify the material content of all three layers: outer shell, moisture barrier and thermal liner. Each separable layer shall be labeled with the FEMSA-style DANGER label in an obvious location.

Does your bid comply with all aspects of this section? Yes X No

Pattern tailoring to custom-fit individual department members is mandatory. Individual personnel sizing shall be performed for each, and every item ordered. Sizing must be performed by a factory trained measurement specialist taking actual measurements of the firefighter. Sizing measurements shall be taken at the local purchasing agency's location under a schedule mutually agreed upon between the successful bidder and the purchasing agency. No generic sizing such as Small-Medium-Large-Extra Large will be allowed.

Does your bid comply with all aspects of this section? Yes X No

To ensure every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Coats and Pants shall be available in all sizes and dimensions as follows:

Pants:

Gender:	Gender specific Men's and Women's patterns
Waist:	Even sizes
Inseam:	Even sizes

Coats:

Gender:	Gender specific Men's and Women's patterns will be available.
Chest:	Even sizes
Back Length:	Men's 29", 32", 35", 40" Women's 26", 29"

Body Shape: Men's: Straight and Tapered Note: The straight cut offers more fullness at the hips (i.e. jacket sweep) and is recommended when an IH Ready trouser is being specified.

Women's: Straight Sleeve: 1" increments

Coats and Pants available in only one standard shape will not be acceptable.

Does your bid comply with all aspects of this section? Yes X No

All linings, including thermal linings and moisture barriers, shall be tailor-graded to fit within the overall garment composite of all layers without causing bunching or binding when the garment is worn.

Does your bid comply with all aspects of this section? Yes X No

All thread used in seams shall be Nomex® of minimum Tex size T-70.

Does your bid comply with all aspects of this section? Yes X No

All moisture barrier seams shall be tape-sealed to meet all requirements of the NFPA 1971 Liquid Penetration Resistance Test.

Does your bid comply with all aspects of this section? Yes X No

All pockets shall be reinforced with an extra layer of NFPA-certified outer shell, moisture barrier, or other NFPA-certified reinforcement material. The exact location of the reinforcements shall be identified at the time of order by the purchasing agency. All pockets shall have a means to drain water and shall have means of closure. All pocket closures shall be made either with hook and loop fastener tape a minimum of 1.5 inches wide, with a flap, or with snaps. The specific placement of the closure system shall be declared at the time of order. 3-Dimensional pocketing shall feature the same construction details as the coats and pants.

Does your bid comply with all aspects of this section?

Yes X No

All garment stress points shall be reinforced, rivets are not acceptable.

Does your bid comply with all aspects of this section?

Yes X No

Reinforcements shall be provided at cuffs and pockets and shall meet the requirements of NFPA 1971.

THERMAL PROTECTIVE PERFORMANCE

All thermal liner or thermal enhancing materials used in the garments shall meet the following criteria after a 500° Fahrenheit oven test:

1) Material shall remain intact and flexible

2) No portion of the material shall crack, crumble or flake

Does your bid comply with all aspects of this section?

Yes X No

The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

Does your bid comply with all aspects of this section?

Yes X No

The following standards in their active versions on the date of invitation for bid shall form a part of this specification to the extent specified herein.

ASTM D 6193-97 Standard Practice for Stitches and Seams

NFPA 1500, 2018 Edition Standard on Fire Department Occupational Safety and Health Program

NFPA 1851, 2014 Edition Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles

NFPA 1971, 2018 Edition Standard on Protective Ensemble for Structural Fire Fighting

Does your bid comply with all aspects of this section?

Yes X No

The coat composite (all three layers) shall not gap when the firefighter is bending, crawling or climbing. Gapping shall be determined as defined by NFPA 1500 with both arms fully overhead and wearer bending to rear, sides and front. The actual length of coats (shorter or longer) will be determined by each individual's torso length. Coat must interface properly with standard height pants.

Does your bid comply with all aspects of this section?

Yes X No

Coats shall feature a tailored three-piece body, one-piece back construction throughout the outer shell, moisture barrier and thermal liner layers. To facilitate individual tailoring needs, the major A & B seams joining the one-piece back to the right and the left front body panels (outer shell and all interior layers) shall be located at the most lateral position when the coat is laid flat for inspection.

Does your bid comply with all aspects of this section? Yes X No

Coats shall supply an NFPA required and certified Drag Rescue Device. The device shall be designed to fit each individual's chest size. Each strap will be properly labeled with DANGER labels that include what chest size the Rescue Strap is designed to fit along with instructions for care and installation/removal of the Rescue Strap.

The grab handle shall be positioned at the rear of the upper torso where it will be covered by an outer shell tunnel.

Does your bid comply with all aspects of this section? Yes X No

The sleeves shall be of a two-piece construction with an upper and a lower sleeve and contoured to follow the natural shape of the arm at rest. Both the under and upper sleeves shall be graded in proportion to the chest size.

Does your bid comply with all aspects of this section? Yes X No

Coats shall be equipped with Nomex® knit wristlets with thumb loop not less than 4 inches in length and of double thickness. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. The color of the wristlets shall be grey. The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester impermeable barrier material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form an elasticized cuff end with an FR Velcro® tab providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

Does your bid comply with all aspects of this section? Yes X No

Coats shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 3 inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of Crosstech 2F moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of 3/4" beyond the inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

Does your bid comply with all aspects of this section? Yes X No _____

Coats outer shell materials shall be of 7.5 oz. Safety Components "PBI Max" fabric or TenCate "Kombat Flex" fabric.

Coats thermal lining materials shall be of 7.4 oz. calendared 100% spun IsoDri Glide 2L AraFlow K6 or equivalent.

Coats moisture barriers shall be of 5.0 oz; Crosstech Black material.

Does your bid comply with all aspects of this section? Yes X No _____

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 5/8 inch wide FR Velcro® fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neckline under the collar. This opening shall run the full length of the collar for the purpose of inspecting the inner surfaces of the jacket liner system. The remainder of the thermal liner/moisture barrier shall be secured with a minimum of four snap fasteners appropriately spaced on each jacket facing and four Ara-Shield® snap fasteners at each sleeve end. The outside perimeter of the moisture barrier and thermal liner layers shall be bound together along the side and bottom edges with a bias-cut neoprene coated cotton/polyester binding for a finished appearance that prevents fraying and wicking of contaminants. Stitching used to secure the thermal liner and moisture barrier in place of the neoprene shall not be considered, since stitching is not able to provide the same level of abrasion resistance.

Does your bid comply with all aspects of this section? Yes X No _____

Coats shall be provided with additional optional specifications listed below:

Liner Inspection Port	Yes <u>X</u>	No _____
Detachable Liner	Yes <u>X</u>	No _____
Liner Label Pocket	Yes <u>X</u>	No _____

Nomex-Tabbed long wristlets

Yes X No

Scotchlite Trim, Lime 2-Tone, "Project Fires"

Yes X No

Back Patch with 3" sewn letters -lime Scotchlite
(Department Specification Vary – See Department Options Page)

Yes X No

Hanging Letter Patch with - Avg. 7 Letters - 3" sewn letters -lime Scotchlite; 2" Letters to
may be used if necessary to fit (Removable Name Plate – 1st initial with "period", Last
Name. Panel shall be drop down tail with snap and Velcro attachment.)

Yes X No

2" Velcro/Zipper Coat Closure

Yes X No

Thermal Enhancements (Over Shoulders, Across Back, Wrist to Elbow)

Yes X No

Coat sleeve cuffs – "Dragon Hide" or equivalent

Yes X No

Shoulder top outer reinforcement - "Dragon Hide" or equivalent.

Yes X No

Sleeve reinforcement at elbow – "Dragon Hide" or equivalent.

Yes X No

Full Bellows Pockets - PBI Max or equivalent - Bronze - 2" X 8" X 8" Pocket closures
shall be of lay flat flaps with hook and loop Velcro fabric.

Yes X No

One tool pouch constructed of Kevlar in one coat pocket. Side to be determined by
agency

Yes X No

Does your bid comply with all aspects of this section?

Yes X No

PANTS

The pant shall be available in even size waist measurements of two inch increments and shall be available in a range of sizes from 24 to 68. The pant inseam measurement shall be available in two inch increments. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable. Sizing specifically for women shall also be available.

Does your bid comply with all aspects of this section? Yes X No

The pants shall be ladder belt capable to include sufficient belt loops to support rescue operations. Belts will be purchased individually and are not to be included in this bid. However, all pants shall be manufactured to allow for use of rescue belt.

Does your bid comply with all aspects of this section? Yes X No

Pants fly closures shall consist of zipper, outer flap with Velcro, and Nomex belt w/ evenly spaced outer shell belt loops.

Does your bid comply with all aspects of this section? Yes X No

The pants shall be of a traditional waist-high-only design to facilitate full torso ventilation of front, rear and sides of trunk.

Does your bid comply with all aspects of this section? Yes X No

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

Does your bid comply with all aspects of this section? Yes X No

The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by 8 inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and will be graded to size. This feature in combination with other design elements will maintain alignment of the knee directly over the knee pads when kneeling and crawling.

Does your bid comply with all aspects of this section? Yes X No

On the inside waistband shall be attachments for the standard "H" style or "V" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of a double layer of black aramid measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a

horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends. Manufacturing style may vary so long as intended result is met.

Does your bid comply with all aspects of this section? Yes X No

The outer shell of the pant shall wrap over thermal lining and moisture barrier at the waist, in order to minimize unsnapping of liner during donning process. OR The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material not less than two inches in width. Neoprene coated cotton/polyester shall be sewn to the back of the waistband as a reinforcement. The aramid/Neoprene waistband shall be cut on the bias to allow the waistband to stretch for unrestricted movement and increased comfort. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement so as to be sandwiched between the waistband reinforcement and outer shell to reduce the possibility of liner detachment while donning and to avoid pass through of snaps from the outer shell to the inner liner.

The liner system of the pant shall incorporate a full length opening along the entire waistline for ease in inspecting the inner layers as well as performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape and joined together with a snap at the center back. There shall be a minimum of 4 snap tabs sewn to the underside of the waistband, with corresponding snaps in the moisture barrier layer to secure the barrier to the shell. The pant thermal layer shall snap directly to the waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.

Does your bid comply with all aspects of this section? Yes X No

Pant outer shell materials shall be of 7.5 oz. Safety Components "PBI Max" fabric or TenCate "Kombat Flex" fabric.

Pant thermal lining materials shall be of 7.4 oz. calendared 100% spun IsoDri Glide 2L AraFlow K6 or equivalent.

Pant moisture barriers shall be of 5.0 oz; Crosstech Black material.

Does your bid comply with all aspects of this section? Yes X No

Pants shall be provided with additional optional specifications listed below:

Liner Inspection Port Yes X No

Detachable Liner Yes X No

3" Cuff trim -Lime 2-Tone Scotchlite Yes X No

Angled Cuffs - Pants Cuffs trim - "Dragon Hide" or equivalent Yes X No

Pant leg and knees - Integral knee pads built into liners. Padding to include dual layer closed cell foam and single layer silicone pad sewn into liners. Knee exterior pant surface shall be protected by "Dragon Hide" or equivalent.

Yes X No

Large Bellows Pockets -Pants - PBI Max or equivalent - 10" x 10" x 2" lined with Kevlar.

Yes X No

One tool pouch constructed of Kevlar in one pant pocket. Side to be determined by agency

Yes X No

Snap Style Suspender Attachment

Yes X No

Suspenders with Snap Attach and Quick Adjust Installed

Yes X No

Both coat and pants have cancer prevention initiatives?

Yes X No

Please describe in detail the cancer prevention initiatives below.

The following **Department Specific Options** must be incorporated into the bidder's price entered on Page One of this Bid Invitation:

Springdale Fire Department Option Package:

Pant and coat shall be of "G-Extreme" (coat)/"G-Xcel" (pant) cut for Globe products or "V-Force" for Lion products, or equivalent.

Back Patch of PBI Max or equivalent, Bronze in color, with "SPRINGDALE FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of PBI Max or equivalent, Bronze in color, 8"x3"x 3" located on left chest, with notches on each side of top flap to allow for antenna protrusion.

Mic Tab of PBI Max or equivalent, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket, and additional tab on coat front flap closure mounted vertically 6 inches below neck flap.

Lanyard Flashlight Clip of PBI Max or equivalent, Bronze in color to accommodate "Survivor " 90° flashlight located on right chest.

Does your bid comply with all aspects of this section?

Yes X No _____

Bentonville Fire Department Option Package:

Pant and coat shall be of "G-Extreme" (coat)/"G-Xcel" (pant) cut for Globe products or "V-Force" for Lion products, or equivalent.

Back Patch of PBI Max or equivalent, Bronze in color, with "BENTONVILLE FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of PBI Max or equivalent, Bronze in color, 8"x3"x3" located on left chest, with notches on each side of top flap to allow for antenna protrusion.

Mic Tab of PBI Max or equivalent, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket, and additional tab on coat front flap closure mounted vertically 6 inches below neck flap.

Lanyard Flashlight Clip of PBI Max or equivalent, Bronze in color to accommodate "Big Ed" 90° style flashlight and located on right chest.

Does your bid comply with all aspects of this section?

Yes X No _____

Lowell Fire Department Option Package:

Pant and coat shall be of "G-Extreme" (coat)/"G-Xcel" (pant) cut for Globe products or "V-Force" for Lion products or equivalent.

Back Patch of PBI Max or equivalent, Bronze in color, with ^{Lowell}~~FAYETTEVILLE~~ FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of PBI Max or equivalent, Bronze in color, 8"x3"x3" located on left chest, with notches on each side of top flap to allow for antenna protrusion.

Mic Tab of PBI Max or equivalent, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket, and additional tab on coat front flap closure mounted vertically 6 inches below neck flap.

Flashlight Clip w/Velcro on Strap of PBI Max or equivalent, Bronze in color to accommodate "Survivor" 90° flashlight located on right chest.

Siloam Springs Fire Department Option Package:

Pant and coat shall be of "G-Extreme" (coat)/"G-Xcel" (pant) cut for Globe products or "V-Force" for Lion products or equivalent.

Back Patch of PBI Max or equivalent, Bronze in color, with "SILOAM SPRINGS FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of PBI Max or equivalent, Bronze in color, 8"x3"x3" located on left chest, with notches on each side of top flap to allow for antenna protrusion.

Mic Tab of PBI Max or equivalent, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket, and additional tab on coat front flap closure mounted vertically 6 inches below neck flap.

Flashlight Clip w/Velcro on Strap of PBI Max or equivalent, Bronze in color to accommodate "Survivor" 90° flashlight located on right chest.

SUBSTITUTION OF BRAND:

No substitutions of brand under this contract after award. Any delivery of unauthorized substitutions will be considered contract default.

GUARANTY:

All items delivered shall be newly manufactured and in first-class condition. The bidder hereby guarantees that items furnished hereunder will be free from defects in design, workmanship and material. The bidder also guarantees that all applicable laws will be complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

ASSIGNMENT:

The contract entered into pursuant to this invitation for bid is not assignable, nor the duties herein delegable by either party without the written consent of the other party of the contract.

DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin.

BIDDER'S CONTACT INFORMATION

COMPANY NAME

Casco Industries

STREET ADDRESS

21941 I-30 Ste#6

CITY

Bryant

STATE and ZIP CODE

Arkansas 72022

PHONE NUMBER

501 653 2970

AUTHORIZED AGENT OF BIDDER SIGNATURE AND TITLE



Signature

manager

Title

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING TO PARTICIPATE IN A COOPERATIVE PURCHASE WITH NWA PPE COMMITTEE; AUTHORIZING THE PURCHASE OF 22 SETS OF PPE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the NWA PPE Committee consists of NWA Fire Departments utilizing combined purchasing power to ensure competitive pricing for PPE purchases;

WHEREAS, bids were solicited through the NWA PPE Committee and Casco Industries was awarded the contract; and

WHEREAS, competitive bidding should be waived as it would be impractical for the City to recreate this bid process.

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

Section 1: The Mayor and City Clerk are authorized to enter into a cooperative purchasing agreement with NWA PPE Committee to purchase twenty-two (22) sets of PPE for the cost of eighty thousand eight hundred twenty-eight dollars (\$80,828.00);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding to purchase PPE from Casco Industries;

Section 3 - Emergency Clause: The need to purchase these items is immediate to protect against further rate increases and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 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 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:

Attest:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	10.11.2022
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-3151

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance amending Ordinance 2022-118 to increase the purchase price of the Med-Stat mini ambulance. The original ordinance was for \$72,619.00, and the amended Ordinance will be \$74,079.00. This is an increase of \$1,460.00, and still under the budgeted amount for the 2022 budget.					

Estimated Cost	\$74,079.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager,
Date: 10.11.2022
Re: Amended Ordinance 2022-118

Fire Department is requesting an amendment to Ordinance 2022-118 to increase the amount of the purchase price for the Med Stat Mini Ambulance by \$1,460.00.

The original Ordinance was approved by Council on May 24, 2022. A purchase order was obtained, and the order was not placed with Med Stat. Since the original purchase order was obtained, the cost of the vehicle has increased by \$1,460.00.

The increase is still within our budgeted amount for this vehicle in the 2022 budget.

This is an oversight mistake and I take full responsibility for the oversight.

Thank you for your consideration.

ORDINANCE NO. 2022-118

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH ALTERNATIVE SUPPORT APPARATUS LLC (ASAP) FOR THE PURCHASE OF A 2022 MEDSTAT MS 500 UTV IN THE AMOUNT OF SEVENTY-TWO THOUSAND SIX HUNDRED NINETEEN DOLLARS (\$72,619.00.); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Fire Department requires a 2022 Medstat MS 500 UTV in order to respond to emergencies at special events, on trails, and at other off road locations;

WHEREAS, this is a sole source item because this vendor is the only provider of this type of emergency response vehicle and soliciting bids is therefore not feasible; and

WHEREAS, this purchase will be made using budgeted funds in the amount of seventy-two thousand six hundred nineteen dollars (\$72,619.00).

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Alternative Support Apparatus LLC (ASAP) for the purchase of a 2022 Medstat MS 500 UTV in the amount of seventy-two thousand six hundred nineteen dollars (\$72,619.00.);

Section 2: Because this is a sole source item, an exceptional circumstance exists, and it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

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

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

PASSED and APPROVED this 24 day of May, 2022.

[REDACTED]

Stephanie Orman, MAYOR

[REDACTED]



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 2022-118 DUE TO AN INCREASE IN THE PURCHASE PRICE FOR THE MED-STAT MINI AMBULANCE FROM ALTERNATIVE SUPPORT APPARATUS, LLC (ASAP); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville City Council previously approved Ordinance 2022-118 authorizing the Mayor and City Clerk to purchase a Med-Stat SM 500 UTV in order to respond to emergencies at special events, on trails, and at other off road locations, for the purchase price of seventy-two thousand six hundred nineteen dollars (\$72,619.00);

WHEREAS, the Fire Department requests amending Ordinance 2022-118 to reflect a price increase of one thousand four hundred sixty dollars (\$1,460.00); and

WHEREAS, because this is a sole source item, the justification for waiving bids remains the same for this amendment.

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

Section 1: That Ordinance 2022-118 should be and the same is hereby amended in order to authorize the Mayor and City Clerk to enter into an agreement with Alternative Support Apparatus, LLC (ASAP) for the purchase of a Med-Stat SM 500 UTV in an amended amount of seventy-four thousand seventy-nine dollars (\$74,079.00);

Section 2: Due to supply shortages and the agreement of this vendor to match the price to the recently awarded bid price, an exceptional circumstance exists, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK



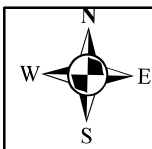
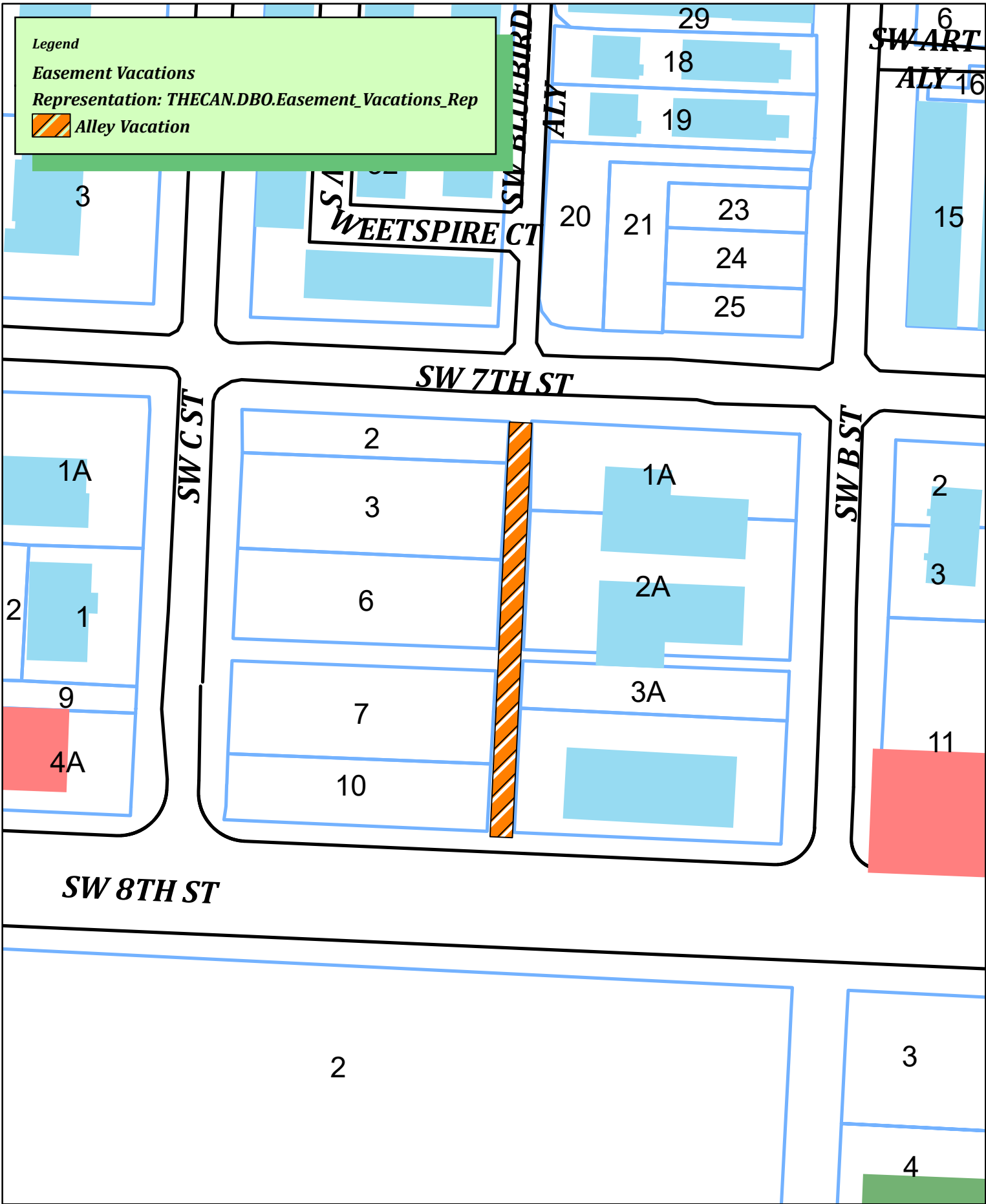
Agenda Item Form

Date of City Council Meeting	10/11/2022
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 October 25, 2022 for Alley Right of Way Vacation requested for Block 8 of Dunn & Davis Addition (VAC22-0024).					

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





VAC22-0024
Proposed Alley Vacation



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Bentonville Merchant District, LLC requesting Alley Right-of-Way Vacation (VAC22-0024) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

A portion of the 12' north south alley located in Block 8 of Dunn & Davis Addition per Plat Record B at page 117 of the public records of Benton County, Arkansas; said alley also located between Southwest 7th Street and Southwest 8th Street, being described by metes and bounds as follows:

BEGINNING at a 5/8" rebar for the Northwest corner of Lot 1A of said Block 8 per Plat Book 12, at page 75, also being on the south right-of-way of SW 7th Street;

THENCE leaving said south right-of-way, South 02°26'20" West, 223.08 feet to the north line of a 20-foot Utility Easement per Deed Book 2016 at page 54365;

THENCE North 87°29'01" West, 12.00 feet to the north line of a 20-foot Utility Easement per Deed Book 2016 at page 54360;

THENCE North 02°26'20" East, 223.08 feet to said south right-of-way;

THENCE along said south right-of-way, South 87°29'50" East, 12.00 feet to the POINT OF BEGINNING containing 0.06 acres or 2676 square feet, more or less;

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Way is set for a hearing October 25, 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	10/11/2022
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 October 25, 2022 for a Utility Easement Vacation located at Demings 2nd Addition, Block 24 Lot 27 (201 NE 7th Street, VAC22-0025).

Estimated Cost	
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Is this Item Budgeted?

☐ Yes

☐ No

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



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PLEASE RECYCLE



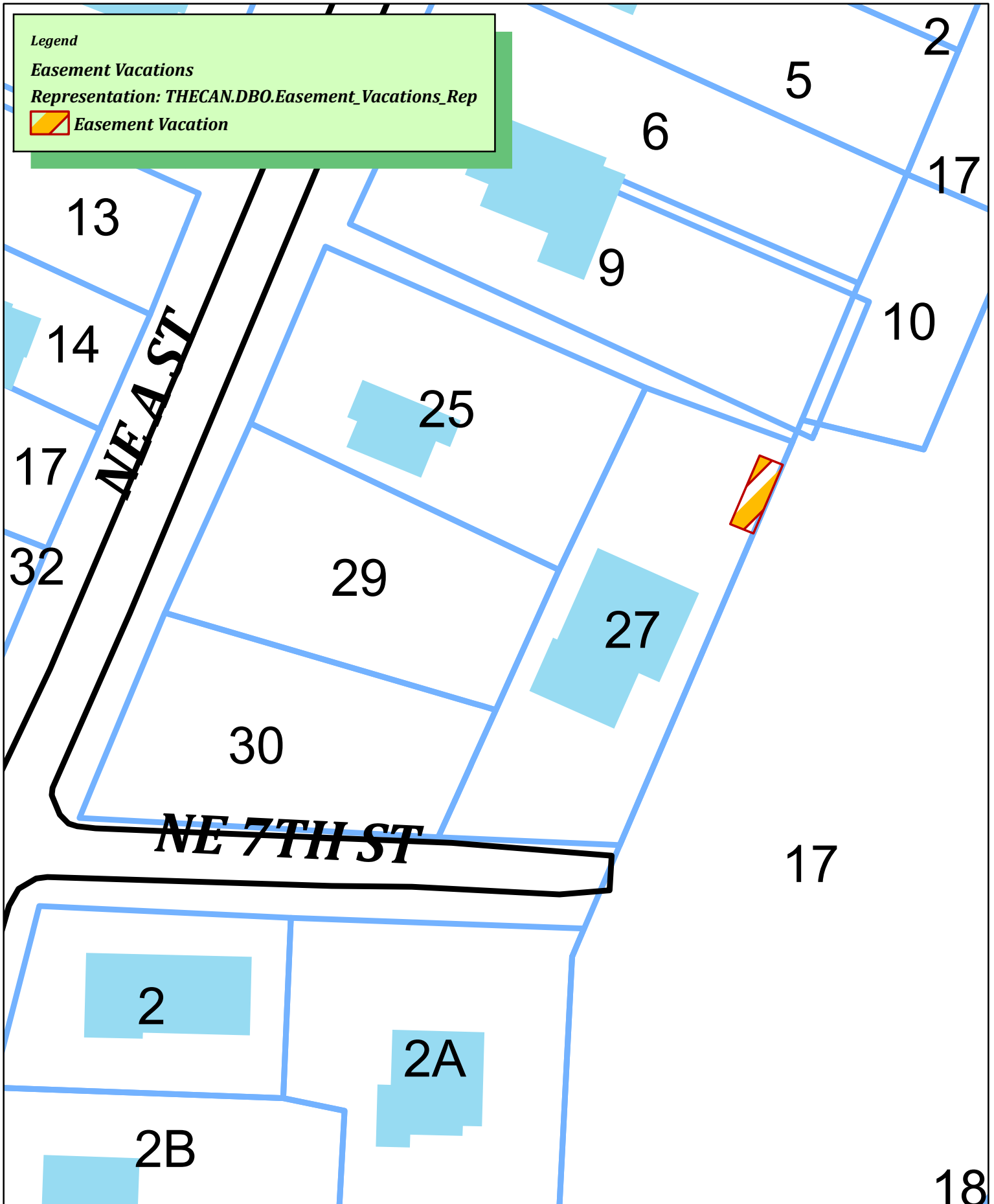
Legend

Easement Vacations

Representation: THECAN.DBO.Easement_Vacations_Rep



Easement Vacation



Proposed Easement Vacation



RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Maurice Wallis requesting drainage and utility easement vacation (VAC22-0025) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A vacation of a part of a easement on Lot 27, Block 24, Deming's 2nd Addition in the City of Bentonville, Benton County, Arkansas as shown on Plat Record Book 21 Page 212 and Recorded in the Benton County Clerk's Office, Benton County, Arkansas and more particularly described as follows:

Commencing at the Northeast Corner of said Lot 27, Block 24, Deming's 2nd Addition.

Thence along the east line of said Lot 27, S20°30'00"W, 10' to the point of beginning.

Thence N71°07'41"W, 10';

Thence S20°30'00"W, 30.01';

Thence S71°07'41"E, 10.00' to the east line of said Lot 27;

Thence N20°30'00"E, 30.01' along the east line of said Lot 27 to the point of beginning.

Containing 200.08 square feet more or less.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on October 25, 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	10/11/2022
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 to amend the currently approved Budget Adjustment (Resolution 4-12-22M), correcting the adjustment to allow for Street Bond funds in lieu of General and Street Funds for the City's \$6,234,119.91 portion of this project.					

Estimated Cost	\$6,234,119.91
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
This funding would come from the 2017 Street Bond account.	





Budget Adjustment Request

Date of City Council Meeting	10/11/2022
Department	Transportation
Submitted by	Dennis Birge
Phone	479-271-5964

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>				
Amend the currently approved Budget Adjustment, correcting the adjustment to allow for Street Bond funds in lieu of General and Street Reserve Funds for the City's \$6,234,119.91 portion of this project.				
General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	47831	Street Fund - 8th Street (Transfer Out)		\$ 6,234,119.91
101010	39120	General Fund- Transfer In	\$ 5,000,000.00	
203810	39120	Street Fund- Transfer In	\$ 1,234,119.91	
		Totals	\$ 6,234,119.91	\$ 6,234,119.91
		Net Impact on Fund Balance	\$ -	
*Final Account Number will be determined by Accounting Department after approval and purchase				



Memorandum



To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: October 3, 2022

Re: 8th Street Improvements – Resolution to amend the previous Resolution that approved the 4/12/2022 Budget Adjustment

Staff recommends approval of a Resolution to allow for corrections to the previously approved Budget Adjustment for the current 8th street project (Job 090377).

The previous Budget Adjustment allocated funding from the General fund and from the Street fund, this correction would change those allocations of \$6,243,119.91 to draw from the Street Bond account. Street Bond account was intended to be utilized for this project.

Please call or email me with any questions or comments at 479-271-5964 or dbirge@bentonvillear.com.

Thanks for your consideration of these items.

RESOLUTION NO. 4-12-22 M

A RESOLUTION AWARDING THE BID FOR ARDOT JOB 090377, FOR 8TH STREET IMPROVEMENTS FROM SW I STREET TO SE J STREET; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH CROSSLAND HEAVY CONTRACTORS, INC.; ADJUSTING THE 2022 BUDGET TO APPROPRIATE GRANT AND OTHER FUNDS INTO CERTAIN ACCOUNTS FOR THIS PROJECT, AND FOR OTHER PURPOSES.

WHEREAS, Crossland Heavy Contractors, Inc. is the lowest qualified bidder for ARDOT Job 090377, 8th Street Improvements from SW "I" Street to SE "J" Street;

WHEREAS, the City of Bentonville has received a grant from the Walton Family Foundation to fund a portion of the final phase of the 8th Street Project; and

WHEREAS, the City of Bentonville has approved an agreement with Walmart to fund a portion of the project; and

WHEREAS, additional federal funds and general fund reserves will fund the remaining portion of the project; and

WHEREAS, these funds should be appropriated from these and other sources in order to award the bid and proceed with construction.

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 Crossland Heavy Contractors, Inc., in the amount of twenty seven million eight hundred two thousand five hundred eighty seven dollars and fifty cents (\$27,802,587.50);

Section 2: The 2022 Budget is hereby adjusted to accept these and other funds and to appropriate the same and general fund reserve funds to various accounts as noted below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	47381	Street Construction		\$ 27,802,587.50
203810	47381	Street Construction - Change Order		\$ (1,110,799.20)
203810	47381	Street Construction - Construction Inspection		\$ 776,583.61
203810	33110	Federal Grant	\$ 1,542,464.00	
203810	35540	Development Agreement	\$ 13,091,788.00	
203810	33810	Local Grants	\$ 6,600,000.00	
101010	49120	Transfer to Street		\$ 5,000,000.00
203810	39120	Transfer from General Fund	\$ 5,000,000.00	
Totals			\$ 26,234,252.00	\$ 32,468,371.91
Net Impact on Fund Balance			\$	(6,234,119.91)

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 12 day of APRIL, 2022.


MAYOR

ATTEST:


CITY CLERK

RESOLUTION NO. _____

**A RESOLUTION AMENDING A PORTION OF THE BUDGET ADJUSTMENT
APPROVED IN SECTION 2 OF RESOLUTION 4-12-22M TO REFLECT THAT
FUND WILL BE PAID FROM STREET BOND; ALLOCATING FUNDS BACK
TO GENERAL FUND; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville previously approved Resolution 4-12-22M which authorized an agreement and amended the 2022 Budget to recognize various revenue, expenditures and transfers related to the Eighth Street Improvement Project;

WHEREAS, the City's portion of funding for this project should be allocated from the 2017 Street Bond rather than from General and Street Reserve Funds; and

WHEREAS, an amendment to a portion of Section 2 of Resolution No. 4-12-22M is necessary to correctly allocate the City portion of funds.

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

Section 1: The portion of Section 2 of Resolution No. 4-12-22M related to the City's portion of funds should be amended as set forth below, and the 2022 Budget is amended to reflect that funds are allocated from the 2017 Street Bonds rather than from General and Street Reserve Funds:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	47831	Street Fund - 8th Street (Transfer Out)		\$ 6,234,119.91
101010	39120	General Fund- Transfer In	\$ 5,000,000.00	
203810	39120	Street Fund- Transfer In	\$ 1,234,119.91	
		Totals	\$ 6,234,119.91	\$ 6,234,119.91
		Net Impact on Fund Balance	\$ -	

Section 2: The remaining portions of Section 2 of Resolution No. 4-12-22M pertaining to various revenue and expenditures shall remain in effect;

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



Agenda Item Form

Date of City Council Meeting	10/11/2022
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
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Recommendation/Suggested Action (Enter recommendation in space below):

Resolution amending the Budget Adjustment previously authorized as part of Resolution 1-25-22G. The previous Budget Adjustment allocated \$132,274.00 from Street Fund Reserves for the City's 55% matching responsibility; however, there had already been a 2022 Budget Line Item for this expense in the amount of \$154,000.00. All other components of the Budget Adjustment and Item remain unchanged; a copy of the original Resolution has been included.

Estimated Cost	\$0.00
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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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Budget Adjustment Request

Date of City Council Meeting	10/11/2022
Department	Transportation
Submitted by	Dennis Birge
Phone	479-271-5964

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>
Amended Budget Adjustment in Resoulution 1-25-22G, clarifying that the City's \$132,274.00 matching responsibility was a budgeted line item in the 2022 Budget. The 2022 budget contained \$154,000.00 for this cost; however the City's matching responsibility totaled \$132,274.00. A copy of the original Resolution has been included to reference the funding for this portion of the Greenhouse Road Safety Improvments Project, consisting of a STBGP-A Grant, a Development Agreement with Centerton, and a NWARPC CRRSAA HIP Grant.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	33110	Federal Direct Grant	\$ 850,000.00	
203810	33110	Federal Direct Grant	\$ 112,000.00	
203810	33110	Federal Direct Grant	\$ 132,640.00	
203810	47380	Street Construction		\$ 1,335,139.00
203810	47380	Street Construction 2022 Budget		\$ (132,274.00)
203810	33540	Develpoment Agreement	\$ 108,225.00	
Totals			\$ 1,202,865.00	\$ 1,202,865.00
Net Impact on Fund Balance			\$	-

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



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MEMORANDUM

PURCHASING DEPARTMENT

FROM: Gladys Shoemake, Purchasing Manager

DATE: October 11, 2022

RE: Amendment of Budget Adjustment 1-25-22G

When reviewing the Budget Adjustment (Resolution 1-25-22G) and comparing it with the Street Construction Account, staff noticed that there had previously been a budgeted item in 2022 for the City's matching responsibility of \$154,000.00 for this project. Upon review of the original Agenda Item, it was determined that an Amendment would make it clear to Council and staff that the \$132, 274.00 (City's matching share) was not an additional adjustment. The other components of the Budget Adjustment, for the Greenhouse Road Safety Improvements, are unchanged.

Please contact me with any questions.

Thank you,

Gladys Shoemake

(479) 271-3115

gshoemake@bentonvillear.com

RESOLUTION NO. 1-25-22 6

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY FOR CERTAIN SERVICES RELATED TO GREENHOUSE ROAD, APPROVING A BUDGET ADJUSTMENT TO STREET AND TRANSPORTATION ACCOUNTS TO REFLECT REVENUE IN THE AMOUNT OF ONE MILLION TWO HUNDRED TWO THOUSAND EIGHT HUNDRED AND SIXTY FIVE DOLLARS (\$1,202,865.00) AND EXPENSES IN THE AMOUNT OF ONE MILLION THREE HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED AND THIRTY NINE DOLLARS (\$1,335,139.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville has received federal funds for reimbursement of eighty percent (80%) of the costs of certain improvements to Greenhouse Road;

WHEREAS, the remaining balance of the project is to be funded pursuant to a joint agreement between Bentonville and Centerton;

WHEREAS, Burns & McDonnell Engineering Company was selected utilizing the professional services procurement criteria set forth in Arkansas law for such projects; and

WHEREAS, this project serves a public purpose.

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

Section 1: The Mayor and Clerk are hereby authorized to enter into an agreement with Burns & McDonnell Engineering Company for certain services related to Greenhouse Road in an amount not to exceed one million three hundred thirty five thousand one hundred and thirty nine dollars (\$1,335,139.00).

Section 2: The 2022 Budget is amended to recognize revenue in the amount of one million two hundred and two thousand eight hundred and sixty five dollars (\$1,202,865.00) and expenses in the amount of one million three hundred thirty five thousand one hundred and thirty nine dollars (\$1,335,139.00) to various accounts as noted below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	33110	Federal Direct Grant	\$ 850,000.00	
203810	33110	Federal Direct Grant	\$ 112,000.00	
203810	33110	Federal Direct Grant	\$ 132,640.00	
203810	47380	Street Construction		\$ 1,335,139.00
203810	33540	Development Agreement	\$ 108,225.00	
Totals			\$ 1,202,865.00	\$ 1,335,139.00
Net Impact on Fund Balance			\$	(132,274.00)

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

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

PASSED AND APPROVED THIS 25 DAY OF January, 2022.

APPROVED:

[REDACTED]
STEPHANIE ORMAN, MAYOR

ATTEST:

[REDACTED]
KIRBY ROMINES, CITY CLERK



RESOLUTION NO. _____

**A RESOLUTION AMENDING THE BUDGET ADJUSTMENT APPROVED IN
SECTION 2 OF RESOLUTION 1-25-22G; CLARIFYING THAT THE CITY'S
MATCHING RESPONSIBILITY WAS A BUDGETED LINE ITEM IN THE
APPROVED 2022 BUDGET; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville previously approved Resolution 1-25-22G which authorized an agreement and amended the 2022 Budget related to the Greenhouse Road Safety Improvements Project;

WHEREAS, the City's matching share of this project was a budgeted 2022 line item prior to the budget adjustment; and

WHEREAS, an amendment to Section 2 of Resolution No. 1-25-22G is necessary to clarify the previous allocation of funds.

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

Section 1: Section 2 of Resolution 1-25-22G should be amended as set forth below and the 2022 Budget is amended to recognize revenue and expenses contained herein:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	33110	Federal Direct Grant	\$ 850,000.00	
203810	33110	Federal Direct Grant	\$ 112,000.00	
203810	33110	Federal Direct Grant	\$ 132,640.00	
203810	47380	Street Construction		\$ 1,335,139.00
203810	47380	Street Construction 2022 Budget		\$ (132,274.00)
203810	33540	Develpoment Agreement	\$ 108,225.00	
		Totals	\$ 1,202,865.00	\$ 1,202,865.00
		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



Memorandum



To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: October 4, 2022

Re: Interstate 49/NE J Street Interchange – Resolution to partner with ARDOT

Staff recommends approval of a Resolution showing the City's willingness to partner with the Arkansas Department of Transportation for the NE J interchange project.

This resolution outlines the commitments from both the City and ARDOT as it pertains to this project. ARDOT will be agreeing to fund ½ the construction phase of the interchange, up to \$12.5 Million upon the full execution of this resolution.

This project is on our priority list for Bond projects and this funding commitment will reduce the cost to the City by approximately 25% for the overall cost.

Please call or email me with any questions or comments at 479-271-5964 or dbirge@bentonvillear.com.

Thanks for your consideration of these items.

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF BENTONVILLE
TO PARTNER WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION
FOR THE FOLLOWING PROJECT:**

Interstate 49/NE J Street Interchange (Bentonville)

WHEREAS, the City of Bentonville (City) and the Arkansas Department of Transportation (Department) have identified the need for a new Interstate 49 interchange with the future extension of NE J Street; and

WHEREAS, the City is requesting the Department provide fifty percent of the construction cost for the project up to \$12.5 million; and

WHEREAS, the City will provide all additional costs associated with this project; and

WHEREAS, the City will handle design, environmental documentation, and right of way plan preparation; and

WHEREAS, the Department will handle right of way acquisition, coordinate all utility relocation, advertise, award, and perform construction inspection for the project.

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor, or their designated representative, is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite implementation of this project.

SECTION III: The City pledges its full support and hereby requests that the Arkansas Department of Transportation initiate action to implement these improvements.

THIS RESOLUTION adopted this _____ day of _____, 2022.

APPROVED: _____
Stephanie Orman, Mayor

ATTEST: _____
(SEAL) Kirby Romines, City Clerk