



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: October 25, 2022

AGENDA

1. Budget Discussion. **(Monday Night Only)**
2. Impact Fee Discussion.
3. Presentation - Representatives from Downtown Bentonville, Inc. are in attendance to present Parks and Recreation Staff with the Telly Award for the presentation of the Christmas Lights on the Square. **(Page 5)**
4. 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. (Button Annexation). **(Pages 6-28)**
5. Planning:

- 5a. **Ordinance accepting a property line adjustment of Lots 3 & 4 of Lincoln & Rice Addition; creating new Lots 5 & 6 of Lincoln and Rice Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0049) 901 NE 2nd Street.**

(Pages 32-34)

***Note:** This project was applied for incorrectly, as a Lot Split. Since no additional lots are being created this will need to be approved as a Property Line Adjustment Instead.*

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lots 3 & 4 of Lincoln & Rice Addition, creating new lots 5 (+/- 0.26 acres) & 6 (+/- 0.78 acres) of Lincoln & Rice Addition. The plat dedicates various utility and access easements.

- 5b. **Ordinance accepting a property line adjustment of Lots 221, 222, 223, and 224 of The Original Town of Bentonville; creating new Lots 227, 228, 229, and 230 of The Original Town of Bentonville to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0031) 300 E Central Ave, 301, 303, & 350 SE 2nd Street.**

(Pages 35-39)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lots 221, 222, 223, and 224 of The Original Town of Bentonville, creating new lots 227, 228, 229, and 230 of The Original Town of Bentonville. No new right-of-way is dedicated through this plat. This property line adjustment is related to LSD22-0039 E Central Parking Garage, which was approved by the Planning Commission on September 6, 2022.

- 5c. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of DN-2, Downtown Medium Density Residential to PRD, Planned Residential Development; and for other purposes (Project Number: PRD22-0002) 903 NW A Street.**

(Pages 40-43)

The Planning Commission voted 6-0, recommending approval.

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

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in and around Downtown Bentonville. The intent of the PRD district is to encourage the use of Smart Growth principals and Traditional Neighborhood Design, to provide a variety of housing types and densities available to the public, and to promote high quality residential developments while allowing greater flexibility in the design of such developments.

The applicant is proposing a Planned Residential Development (PRD) consisting of 10 three-story, 3 bedrooms, townhomes on 0.62 acres to be constructed in a single phase. The PRD exceeds the minimum open space requirements by devoting 46% of the total area of the site to common open space and 2,533 square feet of land area per dwelling unit. Twenty-two (22) on-site and three (3) on-street parking spaces are being provided with the PRD. As design details materialize, this PRD may need to be amended accordingly. Major amendments to the PRD shall require additional Planning Commission review and approval. See the applicant's attachments for master plan, elevations, and architectural style. This request is consistent with the Future Land Use Plan and is consistent with the vision of the Bentonville Community Plan as the property is located within Priority Area 1, Downtown Intensification.

- 5d. **Ordinance accepting a lot split of part of Lot 12 of Osage Hills Subdivision; creating new Lots 15 & 16 of Osage Hills Subdivision to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0021) SE Corner of Brookside Road and Ginn Road.**

(Pages 44-50)

***Note:** This project was applied for incorrectly, as a Property Line Adjustment. Since additional lots are being created this will need to be approved as a Lot Split Instead.*

The Planning Commission voted 6-0, recommending approval.

This project is a lot split of a part of existing Lot 12, of Osage Hills Subdivision, creating new lots 15 and 16 of the Osage Hills Subdivision. This plat dedicates 70 feet of right-of-way, for the proposed westerly extension of SW Shell Rd., a collector roadway shown on the Master Street Plan for the City of Bentonville. The dedication is based on the dedicated right of way for Shell Road within Brookside Estates Subdivision, to the east in Centerton, and SW Gneiss Ave, to the west.

Every development is required to dedicate and build infrastructure serving that development, however, there is a large canyon across which Shell Road would need to cross if placed in the right of way dedicated by this plat. The future development of lands within this project boundary should contribute their pro-rata share for the construction of Shell Rd pursuant to Article 1200 of the Municipal Code.

6. 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). This is a 2022 budgeted item.

(Pages 51-83)

7. Resolution endorsing the conceptual design of "Lil' Library in the Park," a book-sharing box prototype curated by the Bentonville Public Library, for installation in city parks. The objective is to combine the concept of Little Free Libraries® with public art creating a unique installation that is both an attraction and a service to the community. The conceptual design was created and will be fabricated by local artist Randy Townsend. This installation is coordinated by the Bentonville Public Library and Bentonville Parks and Recreation and is a budgeted item. Memo attached. **(Pages 84-87)**
8. Resolution declaring certain property (2009 Chevrolet Silverado VIN – 1GCEK19C99Z192112) as surplus to trade it in for the purchase of a 2023 Chevrolet Traverse. **(Pages 88-91)**
9. Ordinance Waiving Competitive Bidding to purchase a 2023 Chevrolet Traverse from Superior Auto Group in the amount of \$31,812.42. This amount includes cost of the Traverse and upfit of emergency lights and other emergency safety devices. **(Pages 92-98)**
10. Resolution for Budget Adjustment of \$40,559.19 and Bid Award IFB-22-84 to MHC Kenworth (Springdale, AR) for the amount of \$265,559.19. Please see bid tab and attachments. **(Pages 99-134)**
11. Resolution allowing the Mayor and City Clerk to approve a Budget Adjustment and Change Order #2 to the contract with NEC, Inc. for the construction of Walton Blvd/12th Street and Tiger Blvd Intersection Improvements. The cost of this change order will be \$114,365.61. **(Pages 135-142)**
12. Resolution accepting a grant valued at \$505,452.00 from the Walton Family Foundation to assist with the construction of the Razorback Greenway I-49 Reroute. **(Pages 143-151)**
13. Resolution to approve a budget adjustment accepting Arkansas Department of Transportation (ARDot) and multiple other grants valued at a total of \$1,755,452.00 and allocating the funds for the construction and reestablishment of the Razorback Greenway at I-49 Interchange. **(Pages 152-159)**
14. Resolution for City Council approval allowing the Mayor and City Clerk to enter into an agreement with CEI Engineering Associates Inc. for the construction administration of the Razorback Greenway I-49 Reroute totaling \$46,000.00. **(Pages 160-169)**
15. Resolution requesting City Council's approval to award IFB 22-70 in the amount of \$1,540,410.65 with an additional 10% contingency of \$154,041.07 for a total of \$1,694,451.72 to Milestone Construction for the purchase of materials, labor and services to construct the Razorback Greenway I-49 Reroute. **(Pages 170-202)**
16. Resolution authorizing a contract amendment with Ecological Design Group and budget adjustment, in the amount of \$7,000.00, for the design of pickleball complex at the future Creekside Park. **(Pages 203-208)**
17. Ordinance requesting City Council approval of a Waiver of Bid Request, in the amount of \$44,585.00, and a budget adjustment for \$15,585.00, to allow for the purchase of a 2022 Model Year Ram 1500 Classic Tradesman Crew Cab Truck. This vehicle is a new sanitation vehicle approved for in the 2022 Budget. **(Pages 209-214)**



Agenda Item Form

Date of City Council Meeting	3/8/2022
Department	Parks and Recreation Department
Submitted by	David Wright
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):					
Presentation - Representatives from Downtown Bentonville, Inc. are in attendance to present Parks and Recreation Staff with the Telly Award for the presentation of the Christmas Lights on the Square.					

\$	
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	8-Nov
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. (Button Annexation).					

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



ORDINANCE NO. _____

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

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

WHEREAS, on the 12th day of October, 2022, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

WHEREAS, the order entered by the County Judge provides that in order to accept the annexation proposed by the petitioners, the City of Bentonville is also required to accept as part of the territory to be annexed certain dedicated public roads and rights of way abutting or traversing the property proposed to be annexed, the legal descriptions for which are included as an attachment to the County Court’s order.

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

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

Section 2: That the above described territory shall be annexed to and made a part of Ward 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;

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; and

Section 6: That this Ordinance shall become effective 30 days from its passage and approval.

PASSED AND APPROVED THIS 8TH DAY OF NOVEMBER, 2022.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. KIRBY ROMINES, City Clerk

**EXHIBIT “A”
BUTTON ANNEXATION**

Button Family Trust-Michael J. & Dorthy L. _____ 18-08645-000

**EXHIBIT “B”
BUTTON ANNEXATION**

All of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 19 North, Range 31 West, located in Benton County, Arkansas. Containing 39.94 acres more or less.

Legend

Bentonville City Limits



BENTONVILLE



PROPOSED ANNEXATION

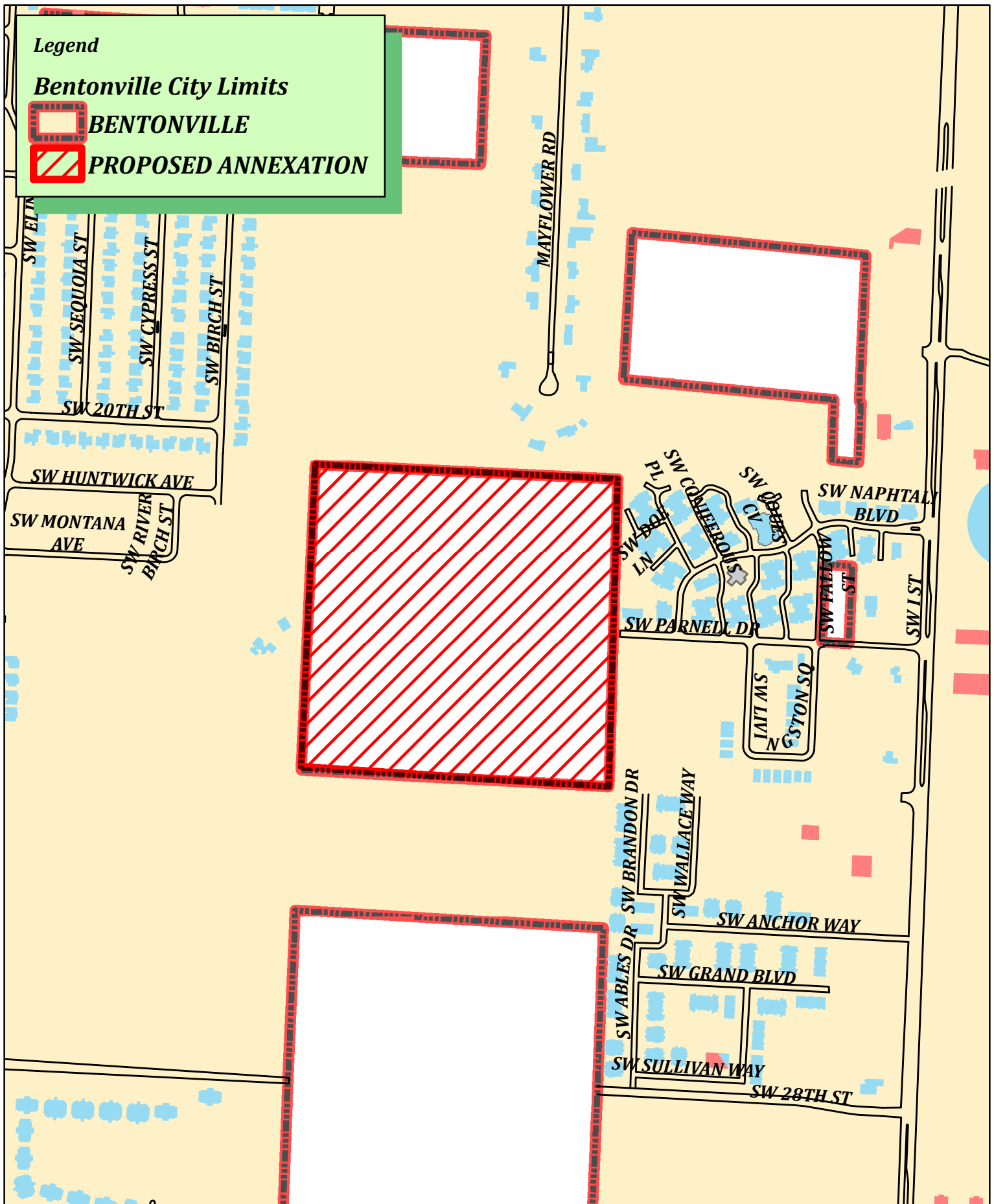


Exhibit 'A'
Button Annexation



FILED

2022 OCT 12 PM 3: 53

DETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

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

COUNTY COURT CASE NO. CC 2022-30

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

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

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

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


HON. BARRY MOCHRING, County Judge

10-12-2022

Date

BUTTON ANNEXATION

FILED

2022 SEP 20 PM 2: 26

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

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

NO: CC 2022-30

PETITION FOR ANNEXATION - 100 % OF OWNERS PETITIONING

DATE: 9/12/2022

Come now the undersigned petitioners, and state as follows:

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

Refer to Exhibit "A"

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

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

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

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

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

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

FILED

2022 SEP 20 PM 2:26

BETSY HARRELL
CLERK
BENTON COUNTY, AR

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

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

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

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.


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

Trustee

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

9/12/22

DATE

18-08645-000

Parcel number of property to be annexed

FILED

ACKNOWLEDGMENT

2022 SEP 20 PM 2: 26

State County of Arkansas)
)
County of Benton) ss.

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

On this the 12TH day of SEPTEMBER, 2022, before me, the undersigned officer, personally appeared Michael G. Button, 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]

My Commission Expires:

5/22/28

Liz Amos
Notary Public
Benton County, Arkansas
Commission #12704722
Commission Expires May 22, 2028

BUTTON ANNEXATION

FILED

2022 SEP 20 PM 2: 26

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

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

NO: _____

PETITION FOR ANNEXATION - 100 % OF OWNERS PETITIONING

DATE: 9/12/2022

Come now the undersigned petitioners, and state as follows:

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

Refer to Exhibit "A"

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

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

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

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

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

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

FILED

2022 SEP 20 PM 2:26

BETSY HARRELL
CLERK
BENTON COUNTY, AR

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

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

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

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.


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

Trustee

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

9/12/22

DATE

18-08645-000

Parcel number of property to be annexed

FILED

ACKNOWLEDGMENT

2022 SEP 20 PM 2: 26

State County of Arkansas)

)

ss.

County of Benton)

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

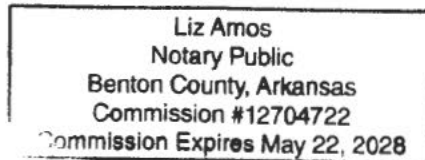
On this the 12TH day of SEPTEMBER, 2022, before me, the undersigned officer, personally appeared Dorothy L. Button, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.



NOTARY PUBLIC

My Commission Expires:

5/22/28



FILED

Button Annexation
Exhibit 'A'

2022 SEP 20 PM 2: 26

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

All of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 19 North, Range 31 West, located in Benton County, Arkansas. Containing 39.94 acres more or less.

Legend

Bentonville City Limits



BENTONVILLE

PROPOSED ANNEXATION

FILED

2022 SEP 20 PM 2:26

BETSY HARRELL
CO. & PROBATE CLERK
BENTON COUNTY, AR

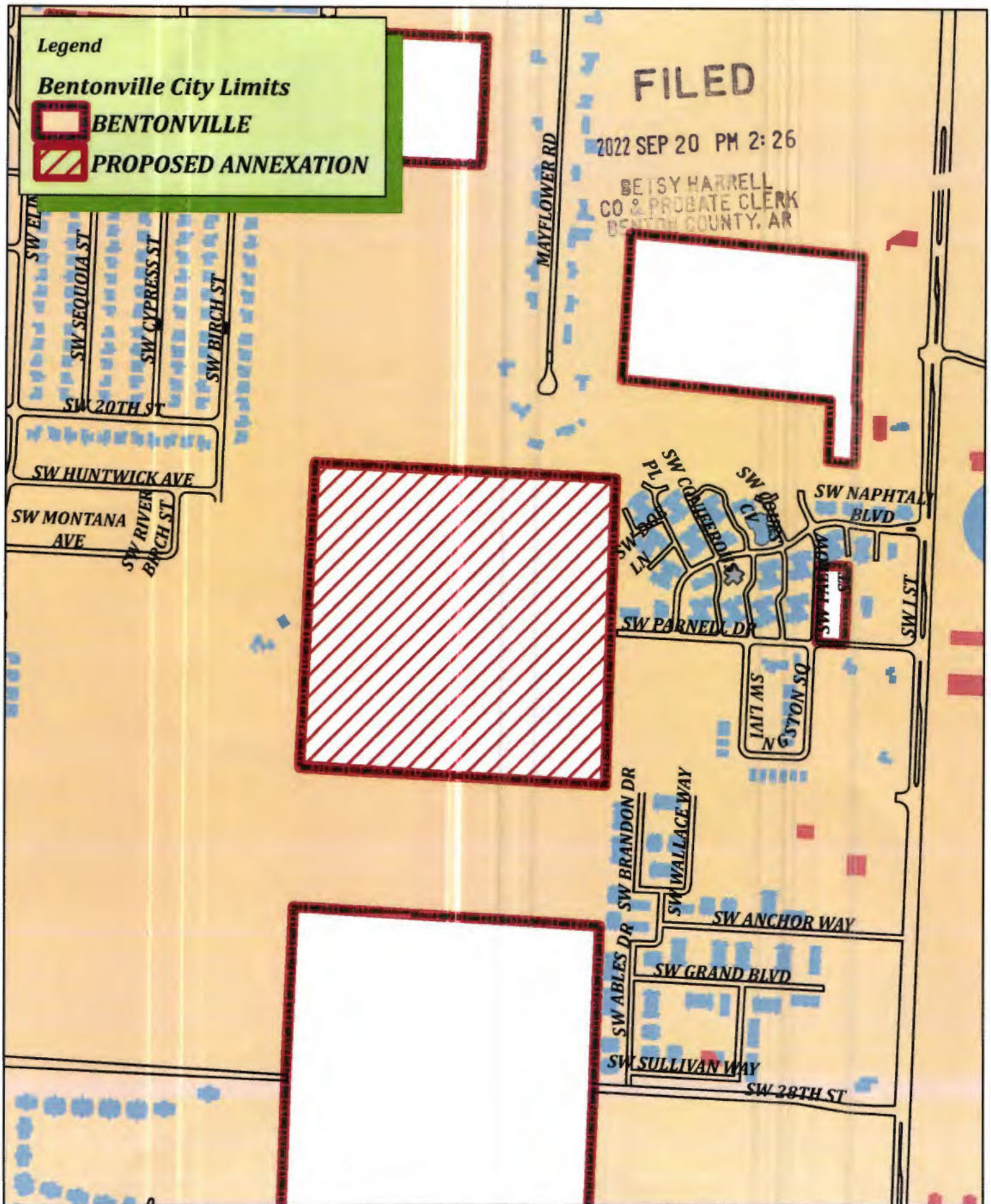


Exhibit 'B'
Button Annexation



Benton
216 W Sevier Street
Benton, AR 72015

Bentonville
300 SW 28th Street
Bentonville, AR 72712

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

Fayetteville
1420 Augustine Lane, Suite 1
Fayetteville, AR 72703

Sheridan
206 N Rose Street
Sheridan, AR 72150



EXHIBIT "C"

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

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

.....
First National
Title Company
.....

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

Greenbrier
8 Wilson Road, Suite 200
Greenbrier, AR 72658

FILED

22 SEP 20 PM 2:27

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

September 14, 2022

Greetings,

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

[REDACTED]
Benton County Manager

First National Title

FILED

2022 SEP 20 PM 2: 27

'EXHIBIT C-1'
Button Annexation

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

Button Family Trust-Michael J & Dorothy L_____ 18-08645-000

FILED

Button Annexation
Exhibit 'C-2'

2022 SEP 20 PM 2: 27

BETSY HARRELL
CO. & PROBATE CLERK
BENTON COUNTY, AR

All of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 19 North, Range 31 West, located in Benton County, Arkansas. Containing 39.94 acres more or less.

 **PROPOSED ANNEXATION**

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

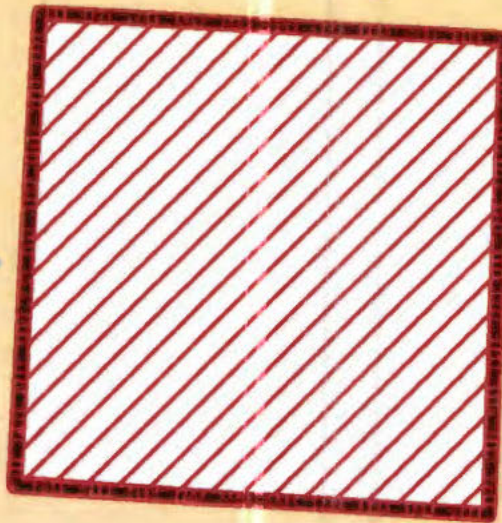
[illegible]

Exhibit 'C-2'
Button Annexation

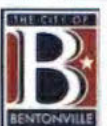


EXHIBIT 'D'

FILED

Greetings:

2022 SEP 20 PM 2: 27

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

Sincerely,



Travis Matlock, P.E.

9/19/22

FILED

Button Annexation
Exhibit 'D-1'

2022 SEP 20 PM 2: 27

BETSY HARRELL
CO. & PROBATE CLERK
BENTON COUNTY, AR

All of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 19 North, Range 31 West, located in Benton County, Arkansas. Containing 39.94 acres more or less.



FILED

Department of Transformation and Shared Services

2022 SEP 20 PM 2:27

Governor Asa Hutchinson

Secretary Mitch Rouse

Director Shelby Johnson

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

September 14, 2022

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

RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheelless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville, AR described as the "Button" annexation and located in Section 1, 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 additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after the 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\20220914\Doc\20220914_Bentonville_Annexation_Coordination_Letter.docx

Arkansas Geographic Information Systems

501 Woodlane Street, Suite G-04 * Little Rock, AR 72201 * 501.682.2767

TRANSFORM.AR.GOV

City: Bentonville
Mayor: Stephanie Orman

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

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



BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

2022 SEP 20 PM 2:27

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2:27 Miles



ARKANSAS
GIS OFFICE

H:\City_Annexations\Cities\Bentonville\20220914\



City Council Agenda Items
For the City Council Meeting of November 8, 2022
From the November 1, 2022 Planning Commission Meeting

Note: Commissioner Eric Hipp was absent from the November 1st meeting due to illness. All items were voted on by the six remaining commissioners.

1. **Ordinance accepting a property line adjustment of Lots 3 & 4 of Lincoln & Rice Addition; creating new Lots 5 & 6 of Lincoln and Rice Addition to the City of Bentonville, Arkansas; and for other purposes (Project Number: LS22-0049) 901 NE 2nd Street.**

Note: This project was applied for incorrectly, as a Lot Split. Since no additional lots are being created this will need to be approved as a Property Line Adjustment Instead.

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lots 3 & 4 of Lincoln & Rice Addition, creating new lots 5 (+/- 0.26 acres) & 6 (+/- 0.78 acres) of Lincoln & Rice Addition. The plat dedicates various utility and access easements.

2. **Ordinance accepting a property line adjustment of Lots 221, 222, 223, and 224 of The Original Town of Bentonville; creating new Lots 227, 228, 229, and 230 of The Original Town of Bentonville to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0031) 300 E Central Ave, 301, 303, & 350 SE 2nd Street.**

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lots 221, 222, 223, and 224 of The Original Town of Bentonville, creating new lots 227, 228, 229, and 230 of The Original Town of Bentonville. No new right-of-way is dedicated through this plat. This property line adjustment is related to LSD22-0039 E Central Parking Garage, which was approved by the Planning Commission on September 6, 2022.

3. **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of DN-2, Downtown Medium Density Residential to PRD, Planned Residential Development; and for other purposes (Project Number: PRD22-0002) 903 NW A Street.**

The Planning Commission voted 6-0, recommending approval.

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

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in and around Downtown Bentonville. The intent of the PRD district is to encourage the use of Smart Growth principals and Traditional Neighborhood Design, to provide a variety of housing types and densities available to the public, and to promote high quality residential developments while allowing greater flexibility in the design of such developments.

The applicant is proposing a Planned Residential Development (PRD) consisting of 10 three-story, 3 bedrooms, townhomes on 0.62 acres to be constructed in a single phase. The PRD exceeds the minimum open space requirements by devoting 46% of the total area of the site to common open space and 2,533 square feet of land area per dwelling unit. Twenty-two (22) on-site and three (3) on-street parking spaces are being provided with the PRD. As design details materialize, this PRD may need to be amended accordingly. Major amendments to the PRD shall require additional Planning Commission review and approval. See the applicant's attachments for master plan, elevations, and architectural style. This request is consistent with the Future Land Use Plan and is consistent with the vision of the Bentonville Community Plan as the property is located within Priority Area 1, Downtown Intensification.

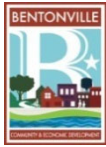
4. Ordinance accepting a lot split of part of Lot 12 of Osage Hills Subdivision; creating new Lots 15 & 16 of Osage Hills Subdivision to the City of Bentonville, Arkansas; and for other purposes (Project Number: PLA22-0021) SE Corner of Brookside Road and Ginn Road.

***Note:** This project was applied for incorrectly, as a Property Line Adjustment. Since additional lots are being created this will need to be approved as a Lot Split Instead.*

The Planning Commission voted 6-0, recommending approval.

This project is a lot split of a part of existing Lot 12, of Osage Hills Subdivision, creating new lots 15 and 16 of the Osage Hills Subdivision. This plat dedicates 70 feet of right-of-way, for the proposed westerly extension of SW Shell Rd., a collector roadway shown on the Master Street Plan for the City of Bentonville. The dedication is based on the dedicated right of way for Shell Road within Brookside Estates Subdivision, to the east in Centerton, and SW Gneiss Ave, to the west.

Every development is required to dedicate and build infrastructure serving that development, however, there is a large canyon across which Shell Road would need to cross if placed in the right of way dedicated by this plat. The future development of lands within this project boundary should contribute their pro-rata share for the construction of Shell Rd pursuant to Article 1200 of the Municipal Code.



Consent Agenda Items

For the Planning Commission meeting on November 1, 2022

Reviewer: Luke Aitken, Planning Technician

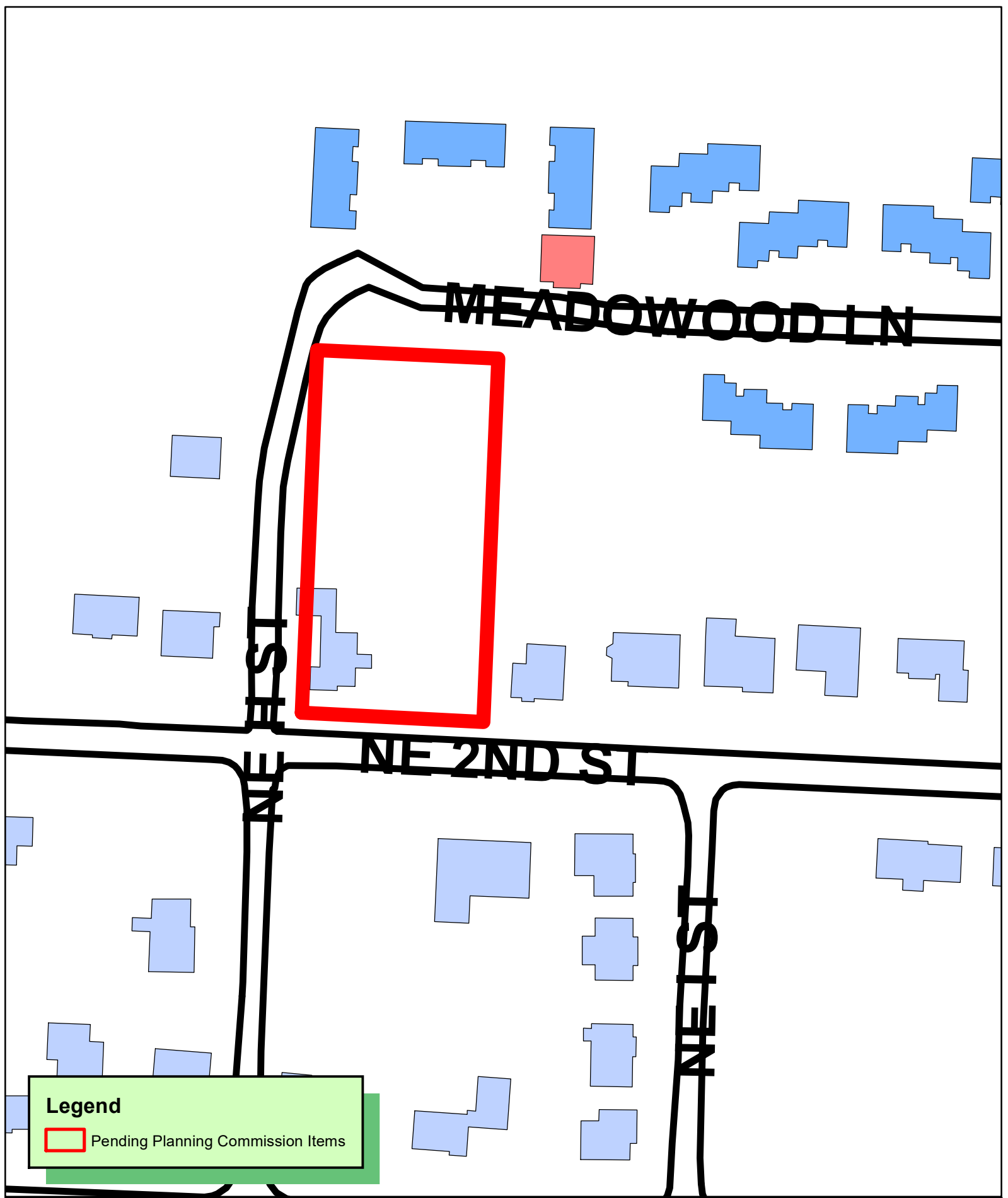
- ❖ The descriptions below shall serve as the staff report for each of the proposed consent agenda items.

Property Line Adjustment: Lots 5 & 6 of Lincoln and & Rice Addition, Scott A Johnson, 901 NE 2nd St, R-1, Low-Density Single Family Residential, *LS22-0049*

A property line adjustment of Lots 3 & 4 of Lincoln & Rice Addition, creating new lots 5 (+/- 0.26 acres) & 6 (+/- 0.78 acres) of Lincoln & Rice Addition. The plat dedicates various utility and access easements.

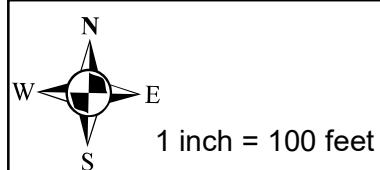
Property Line Adjustment: Lots 227, 228, 229, & 230 of The Original Town of Bentonville, Brittany Gillen, 300 E Central Ave., 301, 303, & 350 SE 2nd St., DC, Downtown Core, *PLA22-0031*

A property line adjustment of Lots 221, 222, 223, and 224 of The Original Town of Bentonville, creating new lots 227, 228, 229, and 230 of The Original Town of Bentonville. No new right-of-way is dedicated through this plat. This property line adjustment is related to LSD22-0039 E Central Parking Garage, which was approved by the Planning Commission on September 6, 2022.



Legend

 Pending Planning Commission Items



**LS22-0049 11/1/22
LOT SPLIT
LINCOLN & RICE ADDITION
LOTS 3-4 BLOCK 9 CREATING LOTS 5-6**



RECORD DESCRIPTION

PARENT TRACT (FILE 02026699) APN: LOTS 3 AND 4, BLOCK 9, LINCOLN AND RICE ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "B" AT PAGE 101

SURVEY DESCRIPTION

LOT 5: BEING THE SOUTH HALF OF LOT 3, BLOCK 9, LINCOLN AND RICE ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "B" AT PAGE 101, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND 1/2" REBAR BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK 9, ALSO BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NORTHEAST 2ND STREET, THENCE ALONG SAID RIGHT-OF-WAY N87°06'24"W 75.05' TO A SET 5/8" REBAR; THENCE LEAVING SAID RIGHT-OF-WAY N02°23'58"E 150.17' TO A SET 5/8" REBAR; THENCE S87°14'08"E 75.03' TO A SET 5/8" REBAR; THENCE S02°23'25"W 150.34' TOT HE POINT OF BEGINNING, CONTAINING 0.259 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OR RECORD.

LOT 6: BEING THE NORTH HALF OF LOT 3 AND ALL OF LOT 4, BLOCK 9, LINCOLN AND RICE ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "B" AT PAGE 101, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND 5/8" REBAR BEING THE SOUTHWEST CORNER OF LOT 4, BLOCK 9, ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF NORTHEAST 2ND STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF NORTHEAST "H" STREET, THENCE ALONG SAID RIGHT-OF-WAY OF NORTHEAST "H" STREET N02°24'31"E 300.00' TO A SET 5/8" REBAR; THENCE S87°21'53"E 150.00' TO A FOUND 5/8" REBAR; THENCE S02°23'25"W 150.34' TO A SET 5/8" REBAR; THENCE N87°14'08"W 75.03' TO A SET 5/8" REBAR; THENCE S02°23'58"W 150.17' TO A SET 5/8" REBAR ON THE NORTHERLY RIGHT-OF-WAY OF NORTHEAST 2ND STREET; THENCE ALONG SAID RIGHT-OF-WAY N87°06'24"W 75.05' TO THE POINT OF BEGINNING, CONTAINING 0.776 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

ZONING INFORMATION

CURRENT ZONING: "R-1"

SETBACK REQUIREMENTS:
FRONT - 20'
INTERIOR SIDE - 7'
EXTERIOR SIDE - 20'
REAR - 25'

MISCELLANEOUS NOTES

COMPLETED FIELD WORK:
AUGUST 30, 2022

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN FILE 02026699.
2. SURVEY PLAT FILED IN PLAT BOOK P4 AT PAGE 498.

BASIS OF BEARING:
THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD83.

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

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

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

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

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

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

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

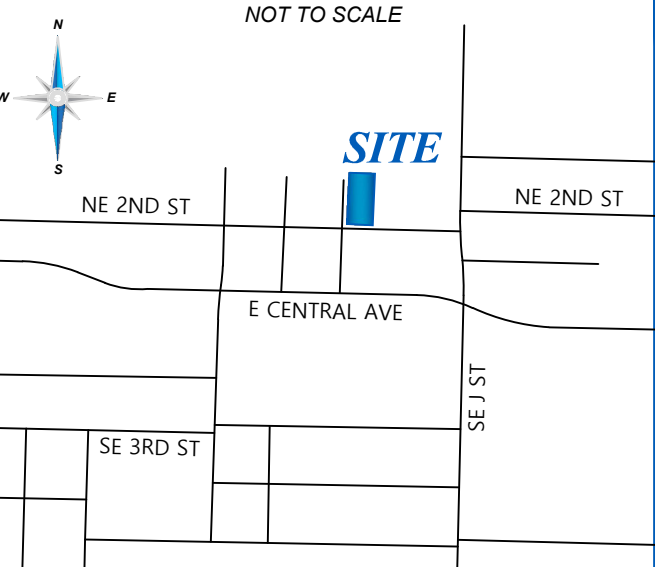
FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0255K, WHICH BEARS AN EFFECTIVE DATE OF 6/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

UTILITY INFORMATION

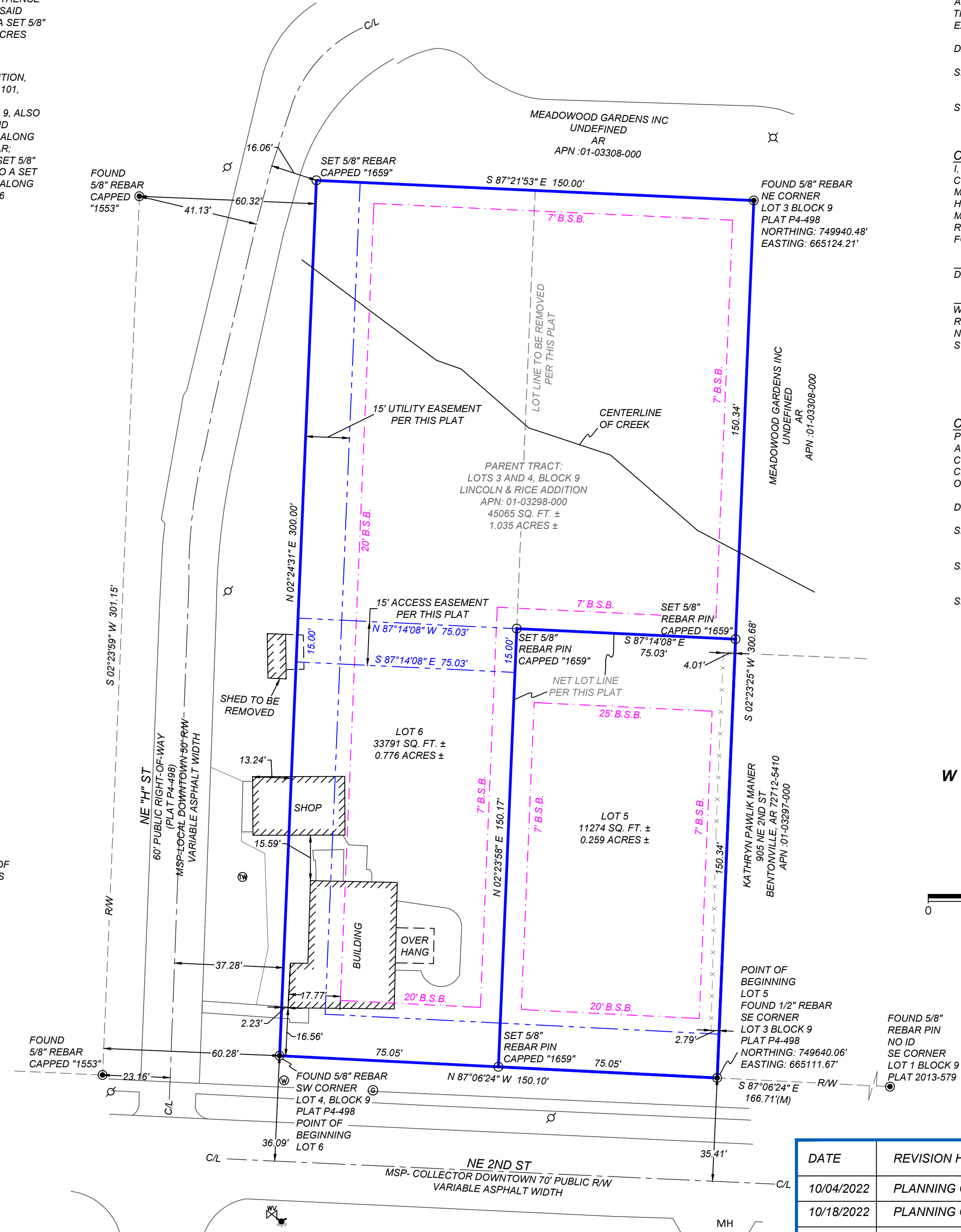
THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

VICINITY MAP



LOT SPLIT OF LOTS 3 & 4, BLOCK 9 OF LINCOLN & RICE ADDITION CREATING LOTS 5 & 6

901 NE 2ND ST., BENTONVILLE, ARKANSAS BENTON COUNTY



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

DATE OF EXECUTION: _____

SIGNED: _____

NAME & ADDRESS

SOURCE OF TITLE: D.R. _____ PAGE _____

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

DATE OF EXECUTION

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

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

DATE OF EXECUTION: _____

SIGNED: _____

PLANNING REPRESENTATIVE

SIGNED: _____

MAYOR CITY OF BENTONVILLE

SIGNED: _____

CITY CLERK, CITY OF BENTONVILLE

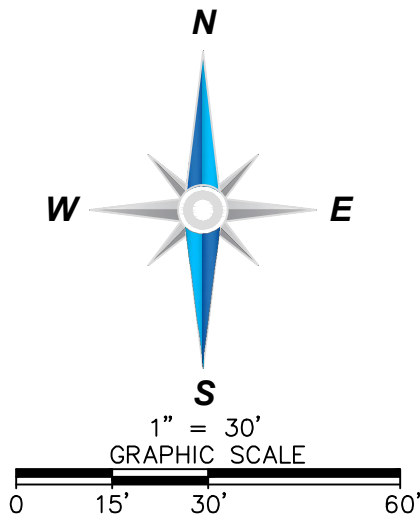
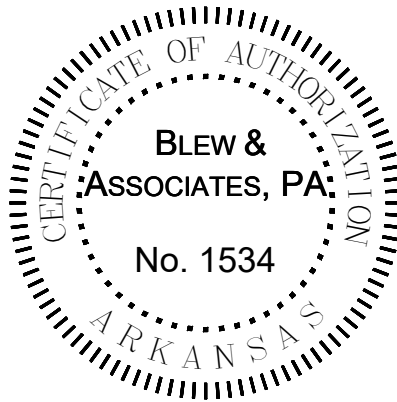


EXHIBIT A

LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- SET MONUMENT (AS NOTED)
- ⊕ COMPUTED POINT
- ⊗ LIGHT POLE
- ⊙ WATER METER
- ⊕ GAS METER
- ⊗ TRACER WIRE PORT
- ⊕ POWER POLE
- ⊗ FIRE HYDRANT
- ⊙ WATER VALVE
- MH UTILITY MANHOLE
- BOUNDARY LINE
- - - RIGHT-OF-WAY LINE (R/W)
- - - CENTERLINE (C/L)
- x - x - x FENCE LINE
- - - TIE LINE (NOT TO SCALE)
- - - SETBACK LINE (B.S.B.)
- - - EASEMENT LINE

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 31ST DAY OF AUGUST, 2022.



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

SHEET 1 OF 1

DATE	REVISION HISTORY	BY
10/04/2022	PLANNING COMMENTS	AJO
10/18/2022	PLANNING COMMENTS	AJO

Surveying
Engineering
Mapping

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 - FAX: 479.582.1883
EMAIL: SURVEY@BLEWINC.COM - WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 22-7870	SURVEY DRAWN BY: AJO - 8/31/2022
SURVEY REVIEWED BY: TPN	SCALE: 1" = 30'
FOR THE USE AND BENEFIT OF: CHAD O MALLEY	
COB PROJECT NUMBER: LS22-0049	

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 3 AND 4
OF LINCOLN AND RICE ADDITION CREATING NEW LOTS 5 AND 6 OF LINCOLN
AND RICE ADDITION THE CITY OF BENTONVILLE, ARKANSAS; AND FOR
OTHER PURPOSES (PROJECT NUMBER: LS22-0049).**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 3 AND 4 OF LINCOLN AND RICE ADDITION creating new LOTS 5 AND 6 OF LINCOLN AND RICE ADDITION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on November 1, 2022;

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

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

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

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

Section 1: That the property line adjustment of LOTS 3 AND 4 OF LINCOLN AND RICE ADDITION creating new LOTS 5 AND 6 OF LINCOLN AND RICE ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

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

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

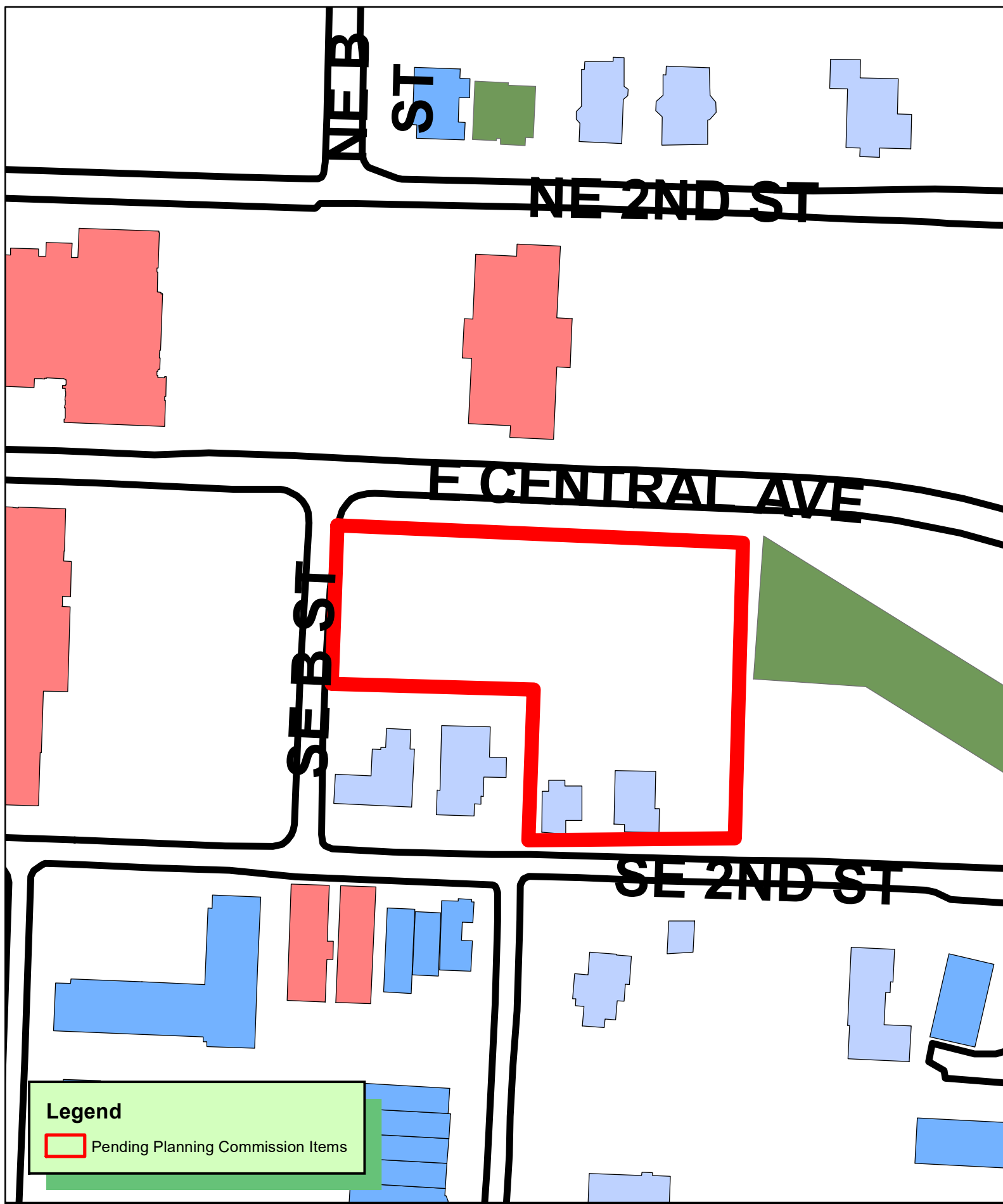
PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk





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

Property Line Adjustment
Off Street Parking Development District #3
E Central Avenue
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	31202
DATE	10/20/2022
REVISION	REV-2

Cover Sheet
SHEET TITLE
SHEET NUMBER

Property Line Adjustment of Lots 221, 222, 223, & 224, The Original Town of Bentonville, creating Lots 227, 228, 229, & 230 Off Street Parking Development District #3

E Central Avenue
Bentonville, Benton County, Arkansas

- GENERAL NOTES:**
- Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate: Easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.
 - This plat represents a Property Line Adjustment of Lots 221, 222, 223, & 224, The Original Town of Bentonville, creating Lots 227, 228, 229, & 230 of the four parcels recorded in DEED INSTR. #L202163721 and DEED INSTR. #L202163630 in the public records of Benton County, Arkansas.
 - The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
 - Basis of Bearings: All bearings shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone.
 - This survey is valid only if the drawing includes the seal and signature of the surveyor.
 - This survey meets current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
 - This survey is based on a 50 year easement search from October 30, 1969 through December 31, 2019, provided by Elite Title Company, Inc., Order No.: 19-38875-007, Ordered Date: December 19, 2019.
 - Declaration is made to the original purchaser of the survey and those listed in the certification for the use of this transaction only and is not transferable to any additional institutions or subsequent owners.
 - The locations of underground utilities as shown hereon are based on above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.
 - 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.
 - By scaled map location and graphical plotting only. This property is located in unshaded Zone "X" which are areas determined to be outside the 0.2% annual chance floodplain determined by the National Flood Insurance Program, Flood Insurance Rate Map for Benton County, Arkansas.
Map Number: 05007C0255K
Map Revised: June 05, 2012
 - No current zoning report or letter regarding zoning classification was provided to the Surveyor. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.
 - Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
 - There may not be fences or any other structures built in any drainage easements.
 - Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.
 - Owner is to contact New Service coordinator (479-271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.
 - All structures must maintain minimum of 20' clearance from all electric lines.
 - BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
 - 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.
 - Relocation of any existing electrical facilities shall be at the owner's expense.
 - Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.

CERTIFICATE OF APPROVAL:

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

Date of Execution: _____

Signed: _____
Bentonville Planning Director



**VICINITY
MAP**
NOT TO SCALE
Latitude: 36°22'19.50"N
Longitude: 94°12'23.34"W

Owner

Parcel Number #01-00943-000
Off Street Parking Districts
P.O. Box 1860
Bentonville, Arkansas 72712
Brenda Anderson
Phone: (479) 273-1215

Engineers/Surveyors:

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



CERTIFICATE OF OWNERSHIP:

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

Date of Execution: _____ Signed: _____

Name & Address: _____

Print Name: _____

Source of Title: Deed Inst. No. L202163721

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

Notary Public _____ My Commission Expires _____

CERTIFICATE OF OWNERSHIP:

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

Date of Execution: _____ Signed: _____

Name & Address: _____

Print Name: _____

Source of Title: Deed Inst. No. L202163630

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

Notary Public _____ My Commission Expires _____

Certificate of Surveying Accuracy

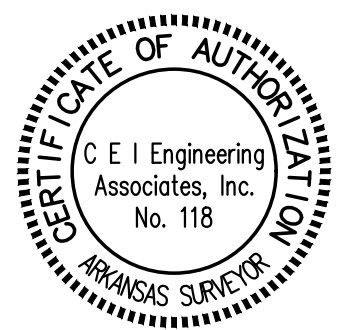
I Dustin Riley, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors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

Date of Execution: _____

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

Sheet Index:

- Cover Sheet
- Property Line Adjustment
- Survey Descriptions



ATLAS PAGE: 361

City of Bentonville Project # PLA22-0031

State Survey Code: 500-20N-30W-0-30-220-04-1618

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

Property Line Adjustment
Off Street Parking Development District #3
E Central Avenue
Bentonville, Benton County, Arkansas

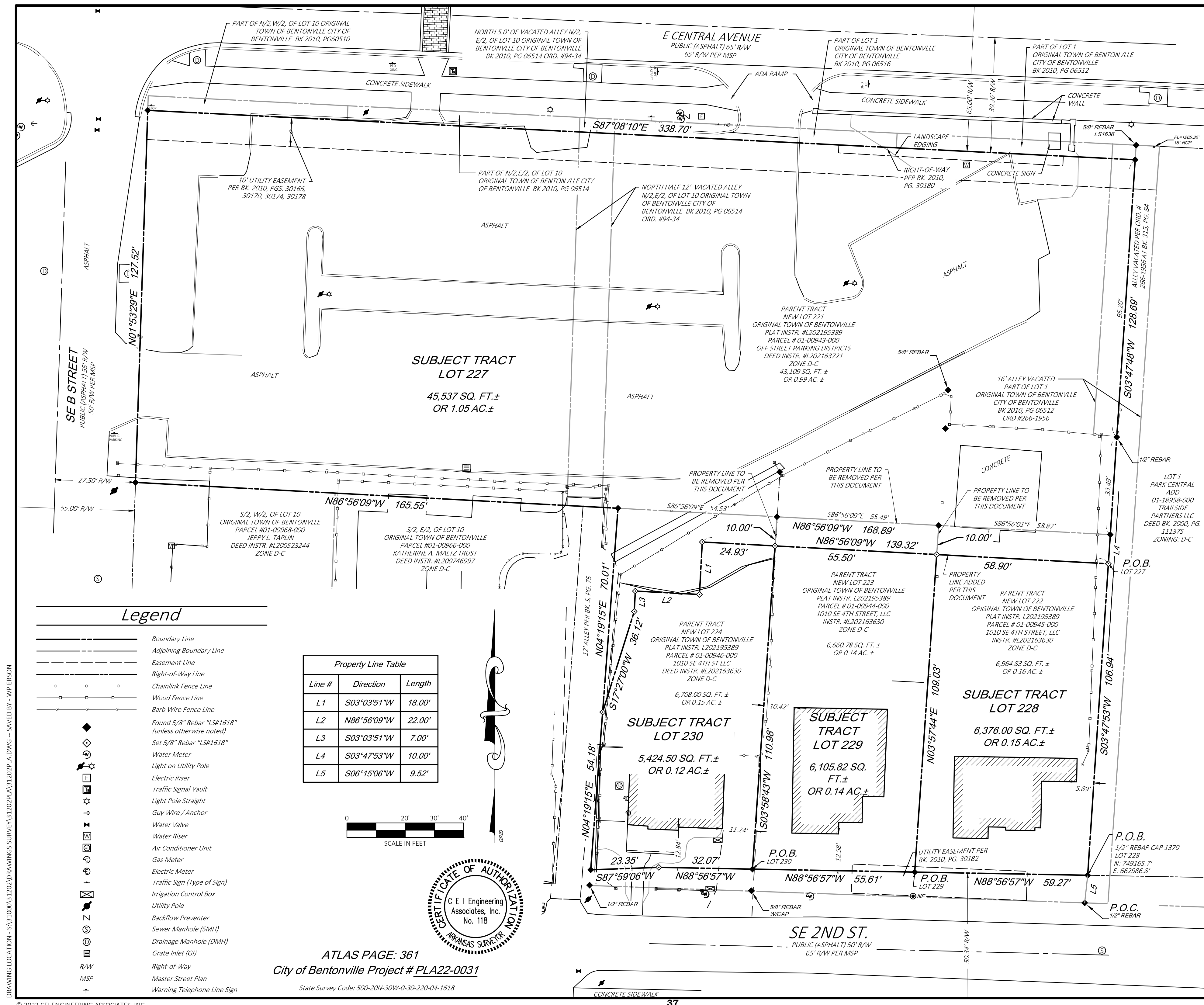
Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	KDM
CEI PROJECT NUMBER	31202
DATE	10/20/2022
REVISION	REV-2

Property Line Adjustment

SHEET TITLE
SHEET NUMBER

2 OF 3



DRAWING LOCATION - S:\31000\31202\DRAWINGS\SURVEY\31202PLA\31202PLA.DWG -- SAVED BY - WPIERSON

PARENT TRACT DESCRIPTION:

All of New Lots 221, 222, 223, & 224, The Original Town of Bentonville, to the City of Bentonville, according to Plat Instrument #L202195389 in the public records of Benton County, Arkansas and being a part of the Southeast Quarter (SE 1/4), of the Southeast Quarter (SE 1/4), Section 30, Township 20 North, Range 30 West.

SURVEY DESCRIPTION FOR LOT 227:

All of New Lot 221, and a part of New Lots 222, 223, & 224, The Original Town of Bentonville, to the City of Bentonville, according to Plat Instrument #L202195389 in the public records of Benton County, Arkansas and being a part of the Southeast Quarter (SE 1/4), of the Southeast Quarter (SE 1/4), Section 30, Township 20 North, Range 30 West, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch rebar found at the southeast corner of Lot 1, Original Town of Bentonville;
THENCE along the east line of said Lot 1, North 06°15'06" East, 9.52 feet to a 1/2-inch rebar with cap LS1370 found at the southeast corner of the aforementioned Lot 222;
THENCE along the east line of said Lot, North 03°47'53" East, 106.94 feet to a 5/8-inch rebar with cap LS1618 and the POINT OF BEGINNING ;
THENCE departing said east line, North 86°56'09" West, passing through a 5/8-inch rebar with cap LS1618 at a distance of 58.90 feet, passing through a 5/8-inch rebar with cap LS1618 at a distance of 114.40 feet, and continuing for a total distance of 139.32 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 03°03'51" West, 18.00 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 86°56'09" West, 22.00 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 03°03'51" West, 7.00 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 17°27'00" West, 36.12 feet to a 5/8-inch rebar with cap LS1618 set on the east right-of-way line of a 12' alleyway per Deed Book S, Page 75;
THENCE along said east right-of-way line, North 04°19'15" East, 70.01 feet to a 1/2-inch rebar with cap LS1370;
THENCE departing said east right-of-way line, North 86°56'09" West, 165.55 feet to a 5/8-inch with cap LS1618 found on the east right-of-way line of SE B Street;
THENCE along said east right-of-way line, North 01°53'29" East, 127.52 feet to a 5/8-inch rebar with cap LS1618;
THENCE departing said east right-of-way line, South 87°08'10" East, 338.70 feet to a 1/2-inch rebar with cap LS1370 found at the northeast corner of the aforementioned New Lot 221;
THENCE along the east boundary line of said New Lot 221, South 03°47'48" West, passing through a 1/2-inch rebar with cap LS1370 at a distance of 95.20 feet and continuing for a total distance of 128.69 feet to a 1/2-inch rebar with cap LS1370;
THENCE continuing along said east boundary line, South 03°47'53" West, 10.00 feet to the POINT OF BEGINNING, containing 45,537 square feet or 1.05 acres, more or less.

SURVEY DESCRIPTION FOR LOT 228:

A part of New Lot 222, The Original Town of Bentonville, to the City of Bentonville, according to Plat Instrument #L202195389 in the public records of Benton County, Arkansas and being a part of the Southeast Quarter (SE 1/4), of the Southeast Quarter (SE 1/4), Section 30, Township 20 North, Range 30 West, and being more particularly described as:

COMMENCING at a 1/2-inch rebar found at the southeast corner of Lot 1, Original Town of Bentonville;
THENCE along the east line of said Lot 1, North 06°15'06" East, 9.52 feet to a 1/2-inch rebar with cap LS1370 found at the southeast corner of the aforementioned New Lot 222 and the POINT OF BEGINNING ;
THENCE along the north right-of-way of SE 2nd Street, North 88°56'57" West, 59.27 feet to a 1/2-inch rebar with cap LS1370 found at the southwest corner of said New Lot 222;
THENCE along the west boundary line of said New Lot 222, North 03°57'37" East, 109.03 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 86°56'09" East, 58.90 feet to a 5/8-inch rebar with cap LS1618 set on the east boundary line of the aforementioned Lot 1;
THENCE along said east boundary line, South 03°47'53" West, 106.94 feet to the POINT OF BEGINNING, containing 6,376 square feet or 0.15 acres, more or less.

SURVEY DESCRIPTION FOR LOT 229:

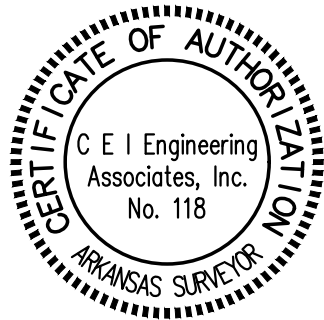
A part of New Lot 223, The Original Town of Bentonville, to the City of Bentonville, according to Plat Instrument #L202195389 in the public records of Benton County, Arkansas and being a part of the Southeast Quarter (SE 1/4), of the Southeast Quarter (SE 1/4), Section 30, Township 20 North, Range 30 West, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch rebar found at the southeast corner of Lot 1, Original Town of Bentonville;
THENCE along the east line of said Lot 1, North 06°15'06" East, 9.52 feet to a 1/2-inch rebar with cap LS1370 found at the southeast corner of the aforementioned Lot 222;
THENCE along the north right-of-way line of SE 2nd Street, North 88°56'57" West, 59.27 feet to a 1/2-inch rebar with cap LS1370 found at the southeast corner of the aforementioned New Lot 223 and the POINT OF BEGINNING;
THENCE continuing along said north right-of-way line, North 88°56'57" West, 55.59 feet to a 1/2-inch rebar with cap LS1370;
THENCE departing said north right-of-way line, North 03°58'43" East, 110.98 feet to a 5/8-inch rebar with cap LS1618 set at the northwest corner of the aforementioned New Lot 223;
THENCE along the north boundary line of said New Lot 223, South 86°56'09" East, 55.50 feet to a 5/8-inch rebar with cap LS1618 set at the northeast corner of said New Lot 223;
THENCE along the east boundary line of said New Lot 223, South 03°57'44" West, 109.03 feet to the POINT OF BEGINNING, containing 6,106 square feet or 0.14 acres, more or less.

SURVEY DESCRIPTION FOR LOT 230:

A part of New Lot 224, The Original Town of Bentonville, to the City of Bentonville, according to Plat Instrument #L202195389 in the public records of Benton County, Arkansas and being a part of the Southeast Quarter (SE 1/4), of the Southeast Quarter (SE 1/4), Section 30, Township 20 North, Range 30 West, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch rebar found at the southeast corner of Lot 1, Original Town of Bentonville;
THENCE along the east line of said Lot 1, North 06°15'06" East, 9.52 feet to a 1/2-inch rebar with cap LS1370 found at the southeast corner of New Lot 222, Original Town of Bentonville per Plat Instrument #L202195389;
THENCE along the north right-of-way line of SE 2nd Street, North 88°56'57" West, passing through a 1/2-inch rebar with cap LS1370, and continuing for a total distance of 114.88 feet to a 1/2-inch rebar with cap LS1370 found at the southeast corner of the aforementioned Lot 224 and the POINT OF BEGINNING;
THENCE continuing along said north right-of-way, North 88°56'57" West, 32.07 feet to a 5/8-inch rebar with cap LS1618;
THENCE continuing along said north right-of-way, South 87°59'06" West, 23.35 feet to a 1/2-inch rebar with cap LS1370 found on the east right-of-way line of a 12' alleyway;
THENCE along said east right-of-way line, North 04°19'15" East, 54.18 feet to a 5/8-inch rebar with cap LS1618;
THENCE departing said east right-of-way line, North 17°27'00" East, 36.12 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 03°03'51" East, 7.00 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 86°56'09" East, 22.00 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 03°03'51" East, 18.00 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 86°56'09" East, 24.93 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 03°59'07" West, 110.98 feet to the POINT OF BEGINNING, containing 5,424 square feet or 0.12 acres, more or less.



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

Property Line Adjustment
Off Street Parking Development District #3
E Central Avenue
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	31202
DATE	10/20/2022
REVISION	REV-2

Survey Descriptions

SHEET TITLE
SHEET NUMBER

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 221, 222, 223, & 224 OF THE ORIGINAL TOWN OF BENTONVILLE; CREATING NEW LOTS 227, 228, 229, & 230 TO THE ORIGINAL TOWN OF BENTONVILLE TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: PLA22-0031)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 221, 222, 223, & 224 OF THE ORIGINAL TOWN OF BENTONVILLE creating new LOTS 227, 228, 229, & 230 TO THE ORIGINAL TOWN OF BENTONVILLE to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on November 1, 2022;

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

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

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

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

Section 1: That the property line adjustment of LOTS 221, 222, 223, & 224 OF THE ORIGINAL TOWN OF BENTONVILLE creating new LOTS 227, 228, 229, & 230 TO THE ORIGINAL TOWN OF BENTONVILLE to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



Constellation Properties, LLC (NW 9th & A Townhomes)

Northwest 9th and Northwest A Street

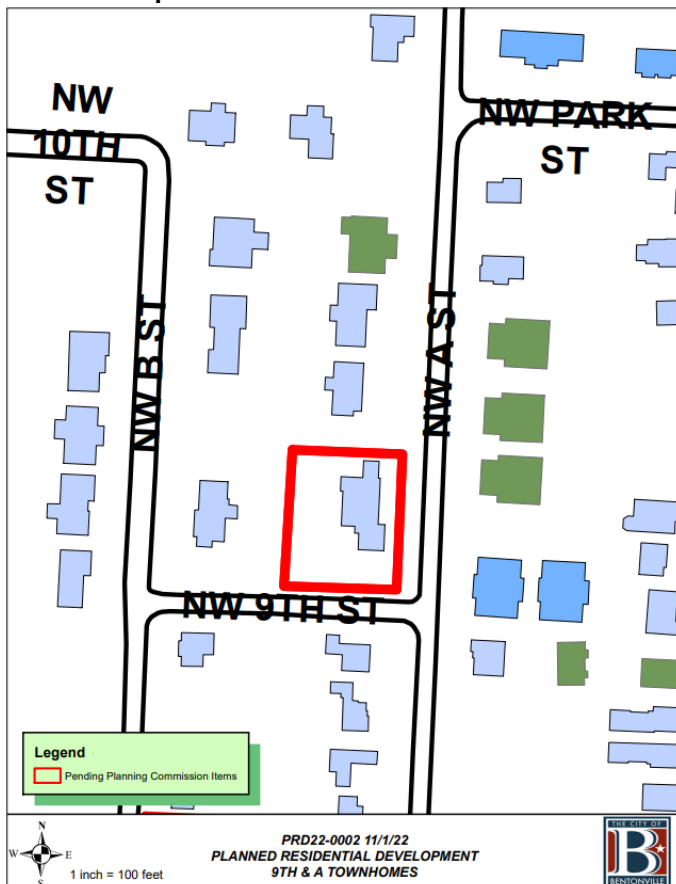
PC Date: 11/1/2022

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	PRD22-0002 (related to LSD22-0041)
Applicant / Current Owner	Constellation Properties, LLC
Site Area	+/- 0.62 acres
Current Zoning	DN-2, Downtown Medium-Density Residential
Requested Zoning	PRD, Planned Residential Development
Future Land Use Map Designation	Medium-Density Residential (MDR)

<https://arcris.org/08HvK8>

Location Map



Note: The Future Land Use Map Amendment of Medium Density Residential and a rezoning to DN-2 were approved by Planning Commission on July 6th, 2021.

Property Description

This property is located on the Northwest Corner of the intersection of Northwest 9th and Northwest A Streets and is currently zoned DN-2, Downtown Medium Density Residential. Adjacent zoning districts are R-1, Low Density Single-Family Residential to the north, west and south and R-1 and R-3 Medium-High Density Multifamily Residential to the east.

Relationship to the Bentonville Community Plan

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

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

Public Comment

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

Analysis

The primary purpose of a PRD is to enhance the design of a residential development by allowing for flexibility and variation from the established site requirements and development standards of the zoning and subdivision codes. The PRD is a mechanism by which the city may allow for variation in the design and arrangement of structures as well as provide for the coordination of project characteristics with features of a particular site in a manner that is consistent with the public health, safety, and welfare of the community. A PRD allows for innovations and special features in site development, including the locations and type of structures, the conservation of natural features, the conservation of energy, the efficient use of open space, and allowances for housing serving varying price points.

The intent of the PRD district is to encourage the use of Smart Growth principals and Traditional Neighborhood Design, to provide a variety of housing types and densities available to the public, and to promote high quality residential developments while allowing greater flexibility in the design of such developments.

The applicant is proposing a Planned Residential Development (PRD) consisting of 10 three-story, 3 bedrooms, townhomes on 0.62 acres to be constructed in a single phase. The PRD exceeds the minimum open space requirements by devoting 46% of the total area of the site to common open space and 2,533 square feet of land area per dwelling unit. Twenty-two (22) on-site and three (3) on-street parking spaces are being provided

with the PRD. As design details materialize, this PRD may need to be amended accordingly. Major amendments to the PRD shall require additional Planning Commission review and approval. See the applicant's attachments for master plan, elevations, and architectural style.

The applicant states in their narrative that *“The proposed residential development includes 10 townhomes and will add variety to the housing types available in the downtown district. By providing on-street parking, street widening, street trees, and new sidewalks, the project will enhance the walkability and curb appeal of the property. Through utilizing low-impact development stormwater principles and programming active spaces, this project is going above and beyond the requirements of standard development and will bring a fun, lively energy to the community”*

Waivers:

There are no waivers requested with the PRD.

Conclusion

This request is consistent with the Future Land Use Plan and is consistent with the vision of the Bentonville Community Plan as the property is located within Priority Area 1, Downtown Intensification which highlights reinvestment in and around the downtown area.



Legend

 Pending Planning Commission Items

 1 inch = 100 feet

PRD22-0002 11/1/22
PLANNED RESIDENTIAL DEVELOPMENT
9TH & A TOWNHOMES



ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF DN-2,
DOWNTOWN MEDIUM-DENSITY RESIDENTIAL TO PRD, PLANNED
RESIDENTIAL DEVELOPMENT; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: PRD22-0002)

WHEREAS, Constellation Properties, 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 DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to PRD, PLANNED RESIDENTIAL DEVELOPMENT to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOTS 16, 17 AND 18 AND S1/2 OF LOT 15 IN SPRING PARK ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held November 1, 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 DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to PRD, PLANNED RESIDENTIAL DEVELOPMENT PRD, PLANNED RESIDENTIAL DEVELOPMENT.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



Massey – Lots 15 & 16 Osage Hills Subdivision

SE Corner of Brookside Rd and Ginn Rd

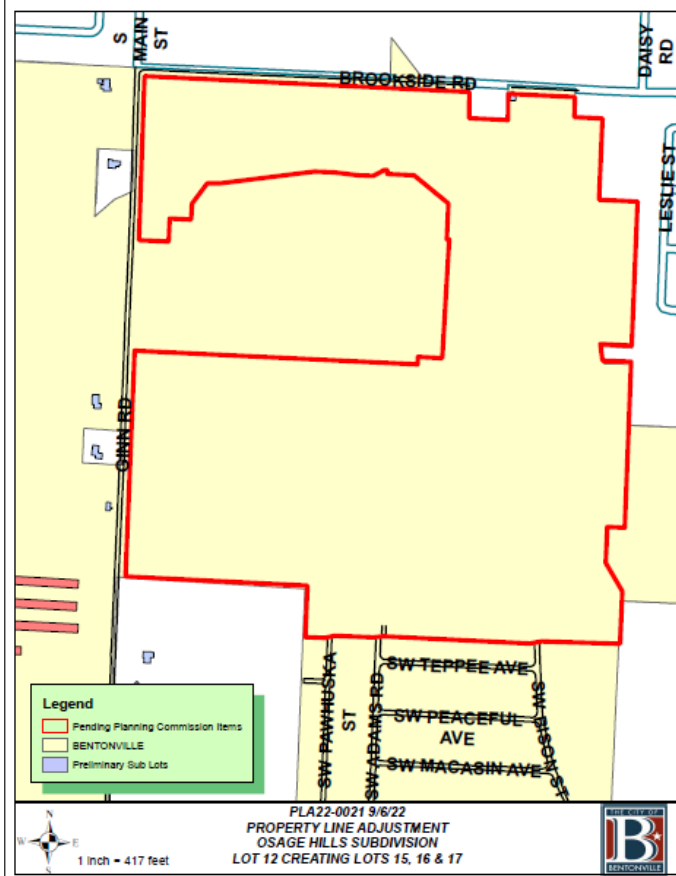
PC Date: 11/1/2022

Reviewer: Jon Stanley, Senior Planner, ASLA

Project Number	PLA22-0021
Applicant / Current Owner	McClelland Consulting Engineers / Mitchell Massey
Site Area	+/- 132.25 Acres
Current Zoning	R-1, Low Density Single Family Residential
Current Zoning	R-2, Medium Density Two Family and Townhome Residential
Future Land Use Map Designation	Agriculture (A)

<https://arcg.is/08HvK8>

Location Map



Property Description

The Subject property is located to the southeast of the intersection of Ginn Road and Brookside Road. A northern portion of the property is currently zoned R-2, Medium Density Two Family and Townhome Residential, and a southern portion is currently zoned R-1, Low Density Single Family Residential. This property surrounds Mountainbrook subdivision, in an area zoned R-2, on the east side of Ginn Road, which is currently under construction.

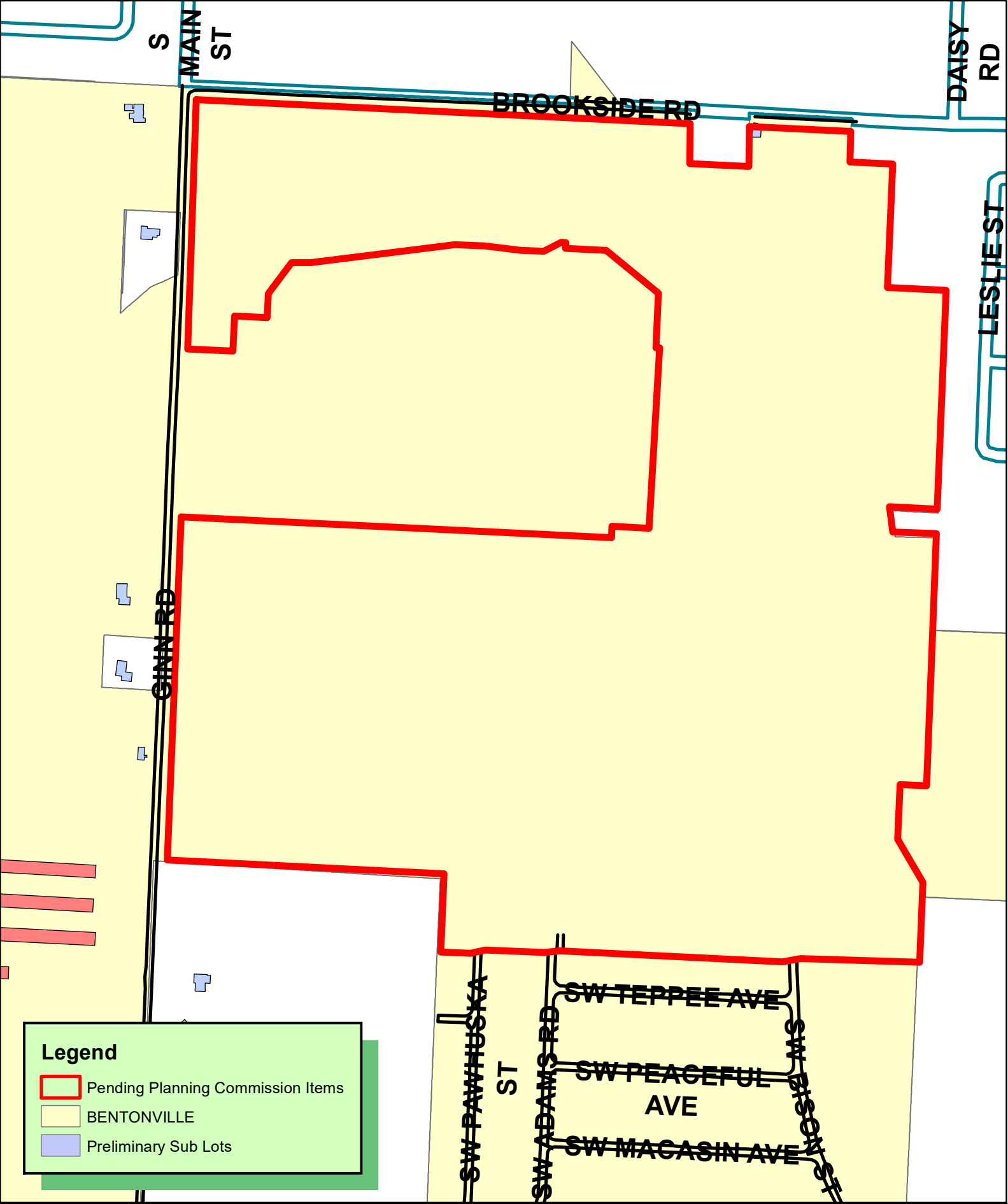
Dedication for Right of Way for SW Shell Rd

This project is a lot split of a part of existing Lot 12, of Osage Hills Subdivision, creating new lots 15 and 16 of the Osage Hills Subdivision. This plat dedicates 70 feet of right-of-way, for the proposed westerly extension of SW Shell Rd., a collector roadway shown on the Master Street Plan for the City of Bentonville. The dedication is based on the dedicated right of way for Shell Road within Brookside Estates Subdivision, to the east in Centerton, and SW Gneiss Ave, to the west.

Every development is required to dedicate and build infrastructure serving that development, however, there is a large canyon across which Shell Road would need to cross if placed in the right of way dedicated by this plat. The future development of lands within this project boundary should contribute their pro-rata share for the construction of Shell Rd pursuant to Article 1200 of the Municipal Code.

Recommended Conditions of Approval

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



PLA22-0021 9/6/22
PROPERTY LINE ADJUSTMENT
OSAGE HILLS SUBDIVISION
LOT 12 CREATING LOTS 15, 16 & 17



W:\2022\22-2125 - BENTONVILLE, AR GINN ROAD SUBDIVISION\SURVEY\BOUNDARY\DRAWING\222125 INFORMAL PLAT REV-2.DWG

LOT SPLIT FOR PART OF LOT 12 OF OSAGE HILLS SUBDIVISION CREATNG LOTS 15 & 16

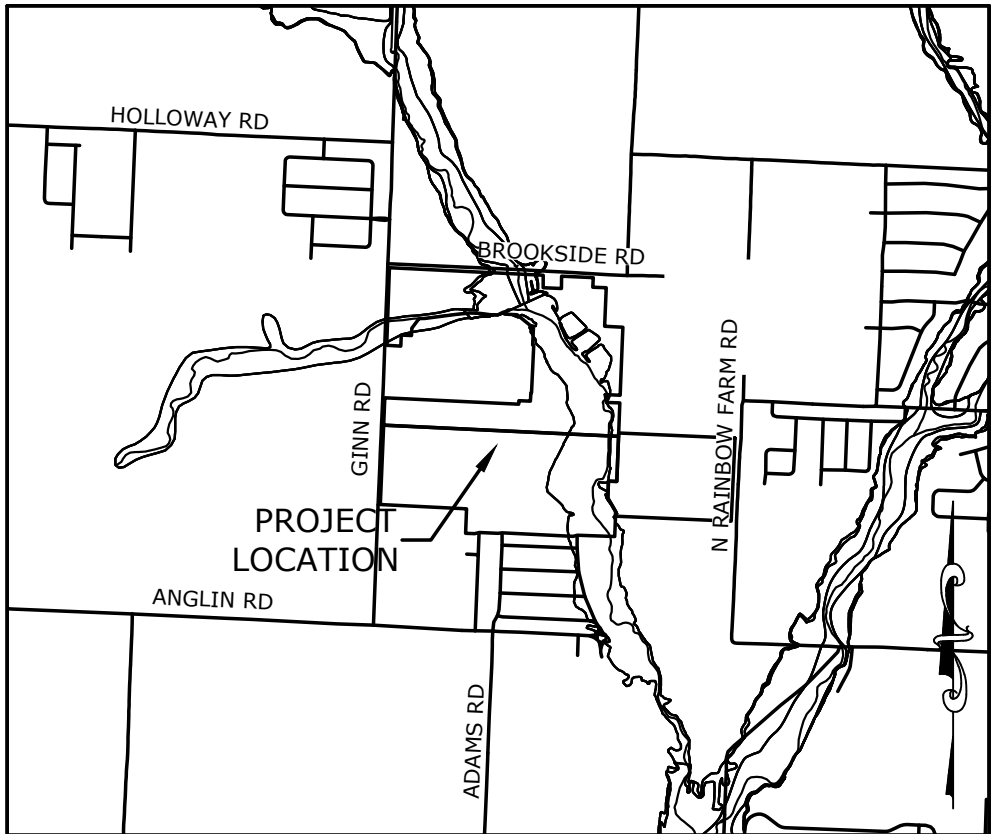
EXHIBIT A

SURVEY NOTES

1. THIS PLAT REPRESENTS A LOT SPLIT SURVEY OF LOT 12 OF OSAGE HILLS SUBDIVISION AS DESCRIBED IN WARRANTY DEED L2017062585 AT THE COURTHOUSE IN BENTON COUNTY, ARKANSAS.
2. EASEMENT SEARCH PROVIDED BY J.M. ELK TITLE SERVICES, JONESBORO, ARKANSAS.
3. THE FOLLOWING DOCUMENTS WERE REVIEWED AS A PART OF THIS SURVEY: PLAT L202193281, PLAT L202158716, PLAT L202022287, PLAT L201901294, UTILITY EASEMENT TO CITY OF BENTONVILLE 2000-16961, UTILITY EASEMENT TO CITY OF BENTONVILLE 2001-121140, UTILITY EASEMENT TO CITY OF BENTONVILLE 2001-144530, UTILITY EASEMENT TO CITY OF BENTONVILLE 2003-29454, UTILITY EASEMENT TO COX COMMUNICATIONS 2005-10767, UTILITY EASEMENT TO COX COMMUNICATIONS 2005-10773, UTILITY EASEMENT TO CITY OF BENTONVILLE 2005-40145, UTILITY EASEMENT TO CITY OF BENTONVILLE L201867201, RIGHT-OF-WAY GRANT TO CITY OF BENTONVILLE L201867203, UTILITY EASEMENT TO CITY OF BENTONVILLE L201911011, UTILITY EASEMENT TO CITY OF BENTONVILLE L201911012, UTILITY EASEMENT TO CITY OF BENTONVILLE L202151547, UTILITY EASEMENT TO CITY OF BENTONVILLE L202154549, UTILITY EASEMENT TO CITY OF BENTONVILLE L202151555, UTILITY EASEMENT TO CITY OF BENTONVILLE L202151557, UTILITY EASEMENT TO CITY OF BENTONVILLE L202153620, UTILITY EASEMENT TO CITY OF BENTONVILLE L202153622, SPECIAL WARRANTY DEED L2017062585.
4. BASIS OF BEARINGS: NAD83, ARKANSAS STATE PLANE NORTH ZONE US FOOT, CONVERGENCE ANGLE: -1° 19' 28.70" AT A FOUND 5/8" REBAR AT THE NORTHEAST CORNER OF LOT 13.
5. BASIS OF ELEVATION: NAVD88.
6. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY AND IS NOT TRANSFERABLE TO ANY ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
7. THIS PROPERTY IS WITHIN THE CITY LIMITS OF BENTONVILLE, ARKANSAS.
8. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED NOR CONSIDERED AS A PART OF THIS SURVEY.
9. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON SUCH ABOVE GROUND STRUCTURES AS WERE VISIBLE AT THE TIME OF SURVEY, AND/OR FROM RECORD DRAWINGS PROVIDED TO THE SURVEYOR. THE LOCATION OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE UNDERGROUND UTILITIES/STRUCTURES.
10. NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR FACILITIES.
11. FLOOD HAZARD - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR BENTON COUNTY, ARKANSAS AND INCORPORATED AREAS, MAP 05007C0235K, EFFECTIVE DATE JUNE 5, 2012, PART OF THIS PROPERTY LIES WITHIN ZONE "A" OR "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN.
12. FLOOD ZONE LOCATION WAS DERIVED FROM FEMA GIS.
13. ADJOINING PROPERTY LINES ARE RECORD LOCATION ONLY.
14. THERE ARE KNOWN WETLANDS ON THIS SITE PER THE NATIONAL WETLANDS INVENTORY ONLINE GIS.
15. PARCEL 01-18729-004 DIMENSIONS WERE DERIVED FROM SNYDER MEADOWS SUBDIVISION, CITY OF BENTONVILLE PROJECT NUMBER PP20-0011.
16. NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR, MINOR, OR MAJOR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR, MINOR, OR MAJOR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
17. 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.
18. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
19. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
20. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
21. 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.

OWNER:
WM 63 RE 1 LLC
885 3RD AVE RM 2403
NEW YORK NY 10022-4834

MITCHELL MASSEY 479-601-1516



VICINITY MAP (NOT TO SCALE)

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 and Address: _____

Print Name: _____

Source of Title: D.R. _____

Page: _____

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 of Bentonville

Signed: _____

City Clerk, City of Bentonville

Certificate of surveying accuracy.

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

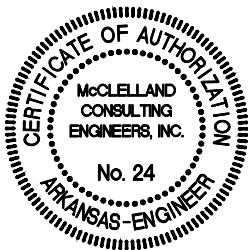
Date of Execution: _____

Signed: _____

Registered Land Surveyor

No. _____

State of Arkansas



MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

LOT SPLIT FOR PART OF LOT 12 OF OSAGE
HILLS SUBDIVISION CREATNG LOTS 15 & 16
GINN RD AND BROOKSIDE RD
BENTONVILLE, ARKANSAS

REV	REVISIONS	
	DATE	DESCRIPTION

LOT SPLIT

PROJ. MANAGER: DB	DRAWN BY: DB
DATE: 10/24/2022	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 212125

1/4

PART OF LOT 10 OF OSAGE HILLS SUBDIVISION, AS PER PLAT RECORD L202158715 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE WEST LINE OF LOT 10 OF SAID OSAGE HILLS SUBDIVISION N02°00'07"E 850.57 FEET TO THE NORTHEAST CORNER OF LOT 10 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE NORTH LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S87°12'16"E 1665.61 FEET;
THENCE S00°25'43"W 136.56 FEET;
THENCE S87°15'27"E 201.12 FEET;
THENCE N00°25'43"E 136.57 FEET;
THENCE S87°13'23"E 347.46 FEET TO THE NORTHEAST CORNER OF LOT 10 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING THIRTEEN COURSES:
THENCE S02°13'20"W 103.84 FEET;
THENCE S87°17'51"E 146.00 FEET;
THENCE S02°19'34"W 422.36 FEET;
THENCE S87°13'23"E 200.00 FEET;
THENCE S02°20'13"W 745.90 FEET;
THENCE N87°16'14"W 163.23 FEET;
THENCE S07°32'02"E 86.41 FEET;
THENCE S87°39'47"E 148.59 FEET;
THENCE S02°12'43"W 329.00 FEET;
THENCE S87°28'33"E 1274.25 FEET;
THENCE S02°38'31"W 908.15 FEET;
THENCE N87°33'39"W 1267.45 FEET;
THENCE S02°10'52"W 222.16 FEET TO THE NORTH LINE OF OSAGE HILLS SUBDIVISION PHASE 1 AS PER PLAT RECORD L202157815;
THENCE ALONG SAID NORTH LINE THE FOLLOWING SEVEN COURSES:
THENCE N88°09'06"W 406.32 FEET;
THENCE S77°00'41"W 51.67 FEET;
THENCE N87°12'09"W 773.17 FEET;
THENCE S84°12'32"W 50.51 FEET;
THENCE N87°39'04"W 202.00 FEET;
THENCE S76°23'18"W 52.00 FEET;
THENCE N02°10'52"E 101.07 FEET TO THE SOUTHWEST CORNER OF LOT 10 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING THREE COURSES:
THENCE N02°20'57"E 268.10 FEET;
THENCE N87°10'29"W 945.19 FEET;
THENCE N02°22'47"E 1170.42 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE SOUTH LINE THEREOF THE FOLLOWING THREE COURSES:
THENCE S87°16'04"E 1468.15 FEET;
THENCE N02°44'05"E 38.00 FEET;
THENCE S87°15'59"E 126.01 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE N02°44'05"E 92.00 FEET;
THENCE S87°15'55"E 7.00 FEET;
THENCE N02°44'05"E 523.25 FEET;
THENCE N87°15'55"W 13.01 FEET;
THENCE N02°44'05"E 188.04 FEET TO THE NORTHEAST CORNER OF LOT 6 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG THE NORTH LINE THEREOF N50°29'36"W 230.21 FEET;
THENCE ALONG SAID NORTH LINE N87°15'55"W 139.60 FEET;
THENCE LEAVING SAID NORTH LINE N02°44'05"E 20.00 FEET;
THENCE N87°15'55"W 14.77 FEET;
THENCE S63°24'17"W 66.72 FEET;
THENCE N88°48'34"W 76.54 FEET;
THENCE N89°25'32"W 126.01 FEET;
THENCE N87°23'05"W 103.22 FEET;
THENCE S83°40'08"W 141.49 FEET;
THENCE S82°37'31"W 352.92 FEET;
THENCE S89°14'13"W 85.27 FEET;
THENCE S36°49'49"W 132.05 FEET;
THENCE S02°44'05"W 80.79 FEET TO THE NORTH OF LOT 6 OF SAID OSAGE HILLS SUBDIVISION;
THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE COURSES:
THENCE N87°15'55"W 111.58 FEET;
THENCE S02°44'05"W 120.00 FEET;
THENCE N87°15'55"W 154.24 FEET TO THE POINT OF BEGINNING, CONTAINING 152.99 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

LESS AND EXCEPT 1,179,918 SQ. FT., ±27.09 ACRES, FOR SNYDER MEADOWS SUBDIVISION, CITY OF BENTONVILLE PROJECT NUMBER PP20-0011.

BEGINNING (POB LOT 15) AT THE SOUTHWEST CORNER OF SAID LOT 12;
THENCE ALONG THE WEST LINE OF SAID LOT 12, N02°22'47"E, 870.40 FEET;
THENCE LEAVING SAID WEST LINE, S87°16'22"E, 2574.18 FEET;
THENCE S02°11'56"W, 493.98 FEET;
THENCE N87°47'10"W, 91.00 FEET;
THENCE S02°13'54"W, 185.88 FEET;
THENCE S30°05'43"E, 170.36 FEET;
THENCE S01°59'45"W, 50.54 FEET;
THENCE S02°13'51"W, 222.37 FEET TO THE SOUTHERLY LINE OF SAID LOT 12;
THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES:
N89°08'26"W, 406.71 FEET;
THENCE S77°04'57"W, 51.56 FEET;
THENCE N87°12'53"W, 772.86 FEET;
THENCE S84°19'40"W, 50.77 FEET;
THENCE N87°40'13"W, 201.73 FEET;
THENCE S76°31'05"W, 52.29 FEET;
THENCE N87°39'30"W, 100.98 FEET;
THENCE N02°20'41"E, 268.17 FEET;
THENCE N87°10'48"W, 944.87 FEET TO THE POINT OF BEGINNING OF LOT 15 (POB LOT 15). CONTAINING
2,618,312 SQUARE FEET, 60.11 ACRES. SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR COVENANTS C
RECORD.

©2022

LOT SPLIT FOR PART OF LOT 12 OF OSAGE
HILLS SUBDIVISION CREATING LOTS 15 & 16
GINN RD AND BROOKSIDE RD
BENTONVILLE, ARKANSAS

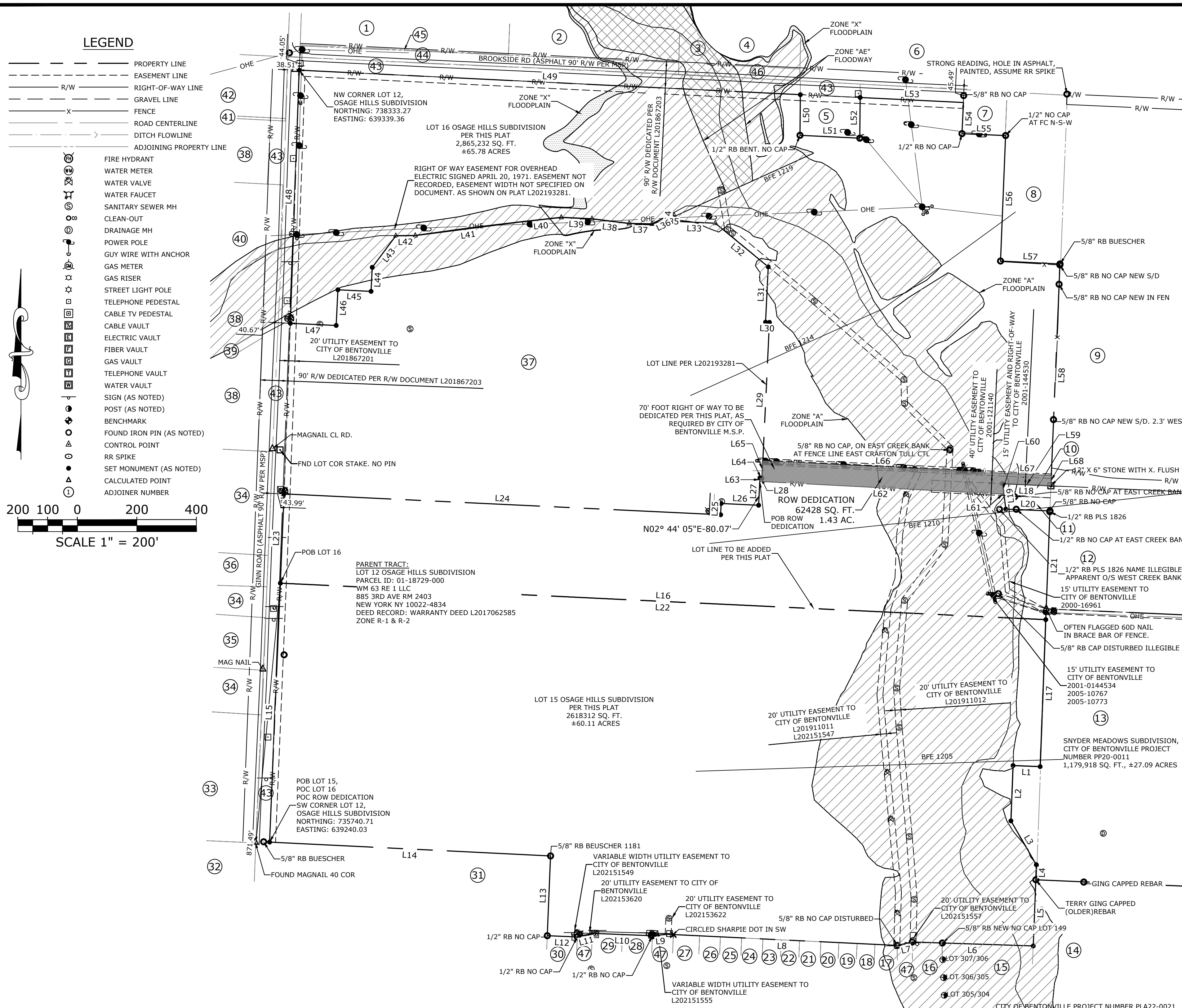
LOT SPLIT

2/4

REVISIONS		
REV	DATE	DESCRIPTION

LOT SPLIT

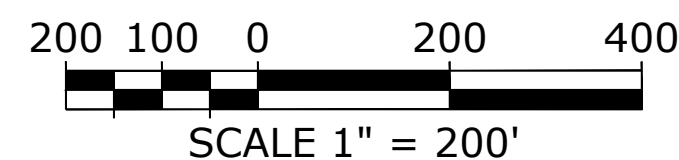
PROJ. MANAGER: DB	DRAWN BY: DB
DATE: 10/24/2022	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 212125



LEGEND

- | | |
|-----------------|-------------------------|
| _____ | PROPERTY LINE |
| ----- | EASEMENT LINE |
| _____ R/W _____ | RIGHT-OF-WAY LINE |
| _____ | GRAVEL LINE |
| _____ X _____ | FENCE |
| _____ | ROAD CENTERLINE |
| _____ > _____ | DITCH FLOWLINE |
| _____ | ADJOINING PROPERTY LINE |

- | | |
|---|---------------------------|
|  | FIRE HYDRANT |
|  | WATER METER |
|  | WATER VALVE |
|  | WATER FAUCET |
|  | SANITARY SEWER MH |
|  | CLEAN-OUT |
|  | DRAINAGE MH |
|  | POWER POLE |
|  | GUY WIRE WITH ANCHOR |
|  | GAS METER |
|  | GAS RISER |
|  | STREET LIGHT POLE |
|  | TELEPHONE PEDESTAL |
|  | CABLE TV PEDESTAL |
|  | CABLE VAULT |
|  | ELECTRIC VAULT |
|  | FIBER VAULT |
|  | GAS VAULT |
|  | TELEPHONE VAULT |
|  | WATER VAULT |
|  | SIGN (AS NOTED) |
|  | POST (AS NOTED) |
|  | BENCHMARK |
|  | FOUND IRON PIN (AS NOTED) |
|  | CONTROL POINT |
|  | RR SPIKE |
|  | SET MONUMENT (AS NOTED) |
|  | CALCULATED POINT |
|  | ADJOINER NUMBER |



SCALE 1" = 200'

CITY OF BENTONVILLE PROJECT NUMBER PLA22-0021

LOT SPLIT

PROJ. MANAGER: DB	DRAWN BY: DB
DATE: 10/24/2022	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 212125

4/4

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF PART OF LOT 12 OF OSAGE HILLS
SUBDIVISION; CREATING NEW LOTS 15 & 16 OF OSAGE HILLS SUBDIVISION TO
THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES
(PROJECT NUMBER: PLA22-0021).**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of PART OF LOT 12 OF OSAGE HILLS SUBDIVISION creating new LOTS 15 & 16 OF OSAGE HILLS SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on November 1, 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 12 OF OSAGE HILLS SUBDIVISION creating new LOTS 15 & 16 OF OSAGE HILLS SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Agenda Item Form

Date of City Council Meeting	11/8/2022
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). This is a 2022 budgeted item.

Estimated Cost	\$90,710.00
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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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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.

MEMORANDUM

TO: Mayor Stephanie Orman and Bentonville City Council

FROM: Legal Department, Planning Department and TischlerBise, Inc.

DATE: October 31, 2022

RE: Response to Bill Burckart's Questions Regarding the
Impact and Capacity Fee Agreement with TischlerBise

1. The City Council has not established, reviewed or approved a Comprehensive Capital Improvement Plan (CIP) in all the areas of infrastructure that may be considered in this study.
 - a. I believe, based on A.C.A 14-56-103, impact fees may only be adopted or amended after the governing body has adopted a capital plan?

City Response: The scope of work includes a CIP. The calculations will be based upon information gathered in the CIP process. This method was utilized in the most recent fee study to prevent duplicative work and ensure that levels of service are included in the plan as well in order to determine appropriate calculations an expenditure of fees.

From the Scope of Work: *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;*

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.);

- b. We have several rate studies ongoing currently but I do not think they will be completed or approved within your schedule. Do you plan on waiting for the approval of these studies to proceed?

City Response: The Wastewater Rate Study is in progress, and we will ask the Impact/Capacity Fee consultant to work with Rate Study consultants and share information. This timing will make coordination efficient and allow consideration of needs in both studies. The Water Rate Study was done in 2020 and is due again in 2024. We will provide current Rate Study to the Impact/Capacity Fee consultant as part of their analysis. When it is time for the 2024 study, we will provide the impact/capacity fee study to the rate study consultant in order to assure that all consultants are utilizing consistent data.

- c. We have had several individual departments do CIPs in the past at different times but not all corresponding to the same forecasting parameters.

TischlerBise Response: This is common in virtually every jurisdiction we work in. As will be explained later in this memorandum, the plan-based approach is not widely used for impact fees.

- d. I request that the City Council review and approve a comprehensive CIP for all infrastructure being studied. Term of CIP to be 5 and 10 years. This will also allow us to review every 5 years to align with fees.

City Response: See response to questions 1.a. above.

2. As part of this study will a detail schedule of fees already collected and the refund date for each be provided?

City Response: A spreadsheet containing impact fees collected by year has been provided to City Council.

3. The following are the reviews that staff and Council need to do regarding the impact fees.
- a. Are the demand and cost assumptions underlying such fees are still valid;
 - b. That the resulting fees do not exceed the actual cost of constructing improvements that are of the type for which the fee was paid and that are required to serve new development;
 - c. That the monies collected or to be collected in the trust fund have been and are expected to be spent for improvements of the type for which such fees were paid; and
 - d. Such improvements will benefit those developments for which the fees were paid.

TischlerBise Response: TischlerBise will address these issues as part of the study.

4. Is there, or will there be, mechanisms or guides in place for staff/Council to be able to review the needed items after each term of our CIPs?

City Response: That is a policy decision that Council can request. We are currently considering an annual presentation on impact fees and their associated capital improvements to Council.

-
-
5. Since there is a time restriction for the use of the fees can there be an accounting mechanism or report set up for the staff and Council? This report would have the ability of tracking receipt and direct use of fees? This would also alert us to any extensions that may be needed (up to 2 years) without compromising the legality of the fees?

City Response: That is a policy decision that Council can request. See response to Question 4.

6. What is our notification process for refunds or is it solely relied on the fee payer or new owner to request a refund or accounting?

City Response: The refund provision is set out by ordinance. The refund language is mandatory stating that the fee “. . . shall be returned to the fee payer or the fee payer’s successor in interest. . .” Based on this language, we have an obligation to refund if the fund collected are not spent within seven (7) (unless extended by the City Council for an additional two (2) years as provided by ordinance), and legally it would be our burden to initiate the refund, not the owner’s to request.

7. It is a requirement that the impact fees be enumerated on the closing statements for all fee payers but it is not reflected in our municipal code. This needs to be revised so the fee payers understand the amounts paid and the amount to request in refunds if due. This will require notice to title companies since they are not doing it presently.

City Response: The closing statement provision is already required by state law. If title companies are failing to include this provision then they are in violation of Arkansas law. Including it in the ordinance would essentially be a local regulation duplicating an existing Arkansas law.

8. We are currently waiting on a report/study from Urban3 sponsored by ULI. This report in general terms will help us understand the correlation between zonings / land use and the economic impact / benefits to the city. Should we wait on your feasibility study until Council reviews the data and whether it should be incorporated in the study?

City and TischlerBise Response: The study will be complete and shared with City Council in early 2023 and Council at that time can determine if and how that study will or should be incorporated into the Impact and Capacity Fee Study. TischlerBise is familiar with Urban3’s work and has indicated it has no relevance to the Impact and Capacity Fee Study.

9. Our affordable housing work group will be providing their final report and recommendations to the

council in December. Do Council members believe we should have this information and determine if it should be incorporated in the new study before it begins?

City Response: This is a City Council decision. Fees can include provisions related to affordable housing. Currently, the Council has the ability to pay fees imposed in order to promote economic development. That same provision could be expanded to include affordable housing as well. This option will be discussed with the consultant.

10. We have not done a comprehensive land use update since 2018. Since a new CIP is required shouldn't we finish the new land use plans scheduled for 2023 first? Without considering the major shifts and changes in land use how can we properly understand and develop the new CIP? Will you wait on new land use information?

TischlerBise Response: The land use plan provides for where certain land uses should be geographically, which is different than the actual market conditions in Bentonville. For example, the land use plan won't change the fact that Bentonville is likely to capture X number of housing units over the ten years. The land use plan will influence where those units will be located.

11. What historical term will be utilized for trend and will it be the same for all fee analyses? Maybe from the date of last study provided?

TischlerBise Response: If by historical term you mean growth projections, that will be determined after meeting with Planning and other staff and augmented with our local market research. Projections would be the same for all fee analyses.

12. For projected new developments will extended cycle times of any new developments be utilized for the study?

TischlerBise Response: Extended cycle times have no effect on impact fees, which are based upon growth projections, existing levels of service, and current costs.

13. Can the data request memorandum given to staff be provided to Council to be reviewed? After review will Council have an opportunity to request other data to be incorporated if considered valid?

TischlerBise Response: TischlerBise is amenable to sharing the Data Request Memorandum and are willing to listen to Council's input with the understanding that it may result in an amendment to the scope of services and contract price. TischlerBise is under no obligation to incorporate in the study any material that is not consistent with best impact fee practices.

14. In ordered to complete task 2, land use assumptions and development projections, does the Council believe we should complete our ongoing studies and new land use guidance document before assumptions can be made?

City Response: That is a question for City Council. However, TischlerBise informs us that almost every impact fee client has studies and master plans in progress. That is why there are different ways to calculate impact fees.

15. Since it has been stated we should review these fees every 5 years should the projection be for 5 and 10 years due to significant land use changes and development trends changing rapidly? This could also align with a new CIP.

TischlerBise Response: Our development projections always cover a minimum of ten years. One of the reasons for a 5-year update schedule is to reflect relevant changes to demographics and development projections.

16. In order to complete task 3 the approved CIPs and rate studies should be completed.

TischlerBise Response: That is incorrect. As mentioned earlier, there are three methods to calculate impact fees. In fact, most non-utility impact fees do not utilize a plan-based approach due to the need to define a growth share and a commitment to fund the non-growth share from other revenues, since most Master Plans contain projects that increase the level of service. That is why the consumption based method is the most popular approach. The fee revenue will fund new growth's share of infrastructure, while lessening the City's burden to fund the remaining plan.

17. When reflecting other funding sources will all past and present grants (land and money) be reflected?

TischlerBise Response: This depends on our conversations with City budget and finance staff.

18. When identifying appropriate level of service (LOS) standards will you use existing LOS for each fee structure or adopt new?

City Response: The levels of service must be existing levels in order for fees to be valid. Fees are based on serving additional demand units (new growth) at the same level of service that currently exists. Impact/Capacity fees cannot be used to correct existing deficiencies and/or enhance levels of service. The consultant is critical in order to accurately calculate existing levels of service standards and include such in the CIP.

19. Will the assumptions of growth be consistent across rate formulas?

City Response: Demand and cost assumptions come from the consultant. TischlerBise assures us the land use assumptions are the same for each fee category.

20. Will account growth rate match rate studies?

TischlerBise Response: Most likely. TischlerBise will have to review the assumptions of growth made by Raftelis.

21. What will be the revised persons per unit for SF and MF (PPU) factor used and will it be consistent across fees?

TischlerBise Response: TischlerBise will utilize data from the American Community Survey published by the US Census. And they will be consistent across fee categories.

22. In defining the geographic service areas, you have used several different methodologies particularly in the fire impact fees. Before the study begins can you tell me which one you will be using?

TischlerBise Response: The need for service areas and their boundaries are determined through conversations with relevant City staff.

23. How do you intend on crediting non-citizen use of services across all the fees particularly in our growth of tourism and adjoining jurisdictions utilization of our facilities?

TischlerBise Response: TischlerBise works in numerous communities where this is an issue. Our approach depends on what we find out through discussions with City staff and availability of supporting data. For example, we may need to establish a “peak population” for the park impact and/or consider including hotel/motel land uses in the fee schedule.

24. When determining other credits and level of service will you be crediting all the donated assets by developments? We do not normally see those in our budget, they will need to be part of any CIP and reported.

TischlerBise Response: The only credits will be for system wide infrastructure included in the impact fee calculations that are provided by the developer. Assets required specifically to serve an individual development are typically not creditable.

25. I noticed in past reports most of the inventory of facilities have been reflected when determining the past LOS and future demand units. Since some of our facilities fortunately are donated either in grant of land or money by public or private donors, what is the reasoning they can be used when determining tax payer past LOS and future demand units.

TischlerBise Response: It does not matter how a jurisdiction acquired their existing assets/level of service. What matters is whether the City will be financially required to provide future infrastructure to maintain that level of service.

26. When conducting your cash flow analysis could you provide a list of the various revenue sources you intend on using? In addition to the items mentioned above will you be providing credits in your cash flows for the following items?

-
-
- a. City share of the Present Value (PV) of Property taxes
 - b. City share of adjusted property tax value at completion of the LSD or Units?
 - c. All future city shares property tax over study period?
 - d. All fees paid during the development?
 - e. Once breakeven period of any cost to the city is achieved with the cash flow from the units be applied?
 - f. The new bond payments?
 - g. Sales tax generated from the construction of the project. Both for the bond repayments, city portion for capital and general sales tax?
 - h. City share of county sales tax?
 - i. State turnback of funds due to our population increase?

TischlerBise Response: This depends on our discussions with City finance and budget staff, future funding arrangements and what revenues are used to fund growth-related capital items.

27. How do you address or credit additional amenities built in developments, such as parks?

TischlerBise Response: TischlerBise does not address this as part of the study. This is something that is addressed in the City's ordinance. If a developer provides land or improvements that are included in the impact fee, they must be made whole. For example, if a developer gives the City land for a future fire station, the City and developer will enter into an agreement that states how the developer will be credited.

Now, if you are referring HOA-specific park/recreation amenities, there typically is no credit.

28. How will credits be provided for the oversizing of infrastructure to allow connection of future developments by one development?

TischlerBise Response: Like the previous question, a development agreement would be entered into with the developer.

29. I know there are models for the economic impact of housing and commercial units vs. raw land after the phase of construction. Do you have any that you agree with or do you not assign any value to the impact?

TischlerBise Response: We measure the economic impact of construction phase activities as part of our economic impact assignments. However, this not used in impact fee calculations.

30. Do you assign any value to the jobs created in the construction of commercial and residential units

and the economic impact of them? Similarly other departments or affiliated groups share their economic impact for our decision-making process?

TischlerBise Response: That is not part of an impact fee study scope or methodology.

31. Do you have a methodology that can generate an idea of revenue created from the related industries due to the increased population and wages?

TischlerBise Response: We do for fiscal and economic impact studies. But this is irrelevant to the Impact and Capacity Fee Study.

Memo:

To: Mayor Orman

From: Council Member Bill Burckart

CC: Council Members, TischlerBise

Date: 10/26/22

RE: TischlerBise professional services agreement for impact and capacity fee study.

It has been requested of me to re-submit my questions asked at the October 11th 2022 city council meeting.

I had hoped TischlerBise would have had time to review the questions from the last council meeting for our discussion and I was not prepared to ask the questions again. I do apologize to TischlerBise for any miscommunications and appreciate their understanding during our meeting last night.

I appreciate the staff and other council members' patience allowing me this time to resubmit my questions. I will do my best to keep my questions and input as concise and clear as possible regarding the referenced subject.

At the request of the Mayor, I have added any additional questions I have at this time.

Outline of Questions:

- The city council has not established, reviewed or approved a Comprehensive Capital Improvement Plan (CIP) in all the areas of infrastructure that may be considered in this study.
 - I believe, based on A.C.A 14-56-103, impact fees may only be adopted or amended after the governing body has adopted a capital plan?
 - We have several rate studies ongoing currently but I do not think they will be completed or approved within your schedule. Do you plan on waiting for the approval of these studies to proceed?
 - We have had several individual departments do CIPs in the past at different times but not all corresponding to the same forecasting parameters.
 - I request that the city council review and approve a comprehensive CIP for all infrastructure being studied. Term of CIP to be 5 and 10 years. This will also allow us to review every 5 years to align with fees.
- As part of this study will a detail schedule of fees already collected and the refund date for each be provided?
- The following are the reviews that staff and council need to do regarding the impact fees.
 - Are the demand and cost assumptions underlying such fees still valid;

- That the resulting fees do not exceed the actual cost of constructing improvements that are of the type for which the fee was paid and that are required to serve new development;
 - That the monies collected or to be collected in the trust fund have been and are expected to be spent for improvements of the type for which such fees were paid; and
 - Such improvements will benefit those developments for which the fees were paid.
 - Is there, or will there be, mechanisms or guides in place for staff / council to be able to review the needed items after each term of our CIPs?
 - Since there is a time restriction for the use of the fees can there be an accounting mechanism or report set up for the staff and council? This report would have the ability of tracking receipt and direct use of fees? This would also alert us to any extensions that may be needed (up to 2 years) without compromising the legality of the fees?
-
- What is own notification process for refunds or is it solely relied on the fee payer or new owner to request a refund or accounting?
 - It is a requirement that the impact fees be enumerated on the closing statements for all fee payers but it is not reflected in our municipal code. This needs to be revised so the fee payers understand the amounts paid and the amount to request in refunds if due. This will require notice to title companies since they are not doing it presently.
 - We are currently waiting on a report / study from Urban3 sponsored by ULI. This report in general terms will help us understand the correlation between zonings / land use and the economic impact / benefits to the city.
 - Should we wait on your feasibility study until council reviews the data and weather it should be incorporated in the study?
 - Our affordable housing work group will be providing their final report and recommendations to the council in December. Do council members believe we should have this information and determine if it should be incorporated in the new study before it begins?
 - We have not done a compressive land use update since 2018. Since a new CIP is required shouldn't we finish the new land use plans scheduled for 2023 first? Without considering the major shifts and changes in land use how can we properly understand and develop the new CIP?
 - Will you wait on new land use information?
 - What historical term with be utilized for trend and will it be the same for all fee analyses? Maybe from the date of last study provided?
 - For projected new developments will extended cycle times of any new developments be utilized for the study?
 - Can the data request memorandum given to staff be provided to council to be reviewed? After review will council have an opportunity to request other data to be incorporated if considered valid?

- In order to complete task 2, land use assumptions and development projections, does the council believe we should complete our ongoing studies and new land use guidance document before assumptions can be made?
- Since it has been stated we should review these fees every 5 years should the projection be for 5 and 10 years due to significant land use changes and development trends changing rapidly? This could also align with a new CIP.
- In order to complete task 3 the approved CIPs and rate studies should be completed.
- When reflecting other funding sources will all past and present grants (land and money) be reflected?
- When identifying appropriate level of service (LOS) standards will you use existing LOS for each fee structure or adopt new?
- Will the assumptions of growth be consistent across rate formulas?
- Will account growth rate match rate studies?
- What will be the revised persons per unit for SF and MF (PPU) factor used and will it be consistent across fees?
- In defining the geographic service areas, you have used several different methodologies particularly in the fire impact fees. Before the study begins can you tell me which one you will be using?
- How do you intend on crediting non-citizen use of services across all the fees particularly in our growth of tourism and adjoining jurisdictions utilization of our facilities?
- When determining other credits and level of service will you be crediting all the donated assets by developments? We do not normally see those in our budget, they will need to be part of any CIP and reported.
- I noticed in past reports most of the inventory of facilities have been reflected when determining the past LOS and future demand units. Since some of our facilities fortunately are donated either in grant of land or money by public or private donors, what is the reasoning they can be used when determining tax payer past LOS and future demand units.
- When conducting your cash flow analysis could you provide a list of the various revenue sources you intend on using? In addition to the items mentioned above will you be providing credits in your cash flows for the following items?
 - City share of the Present Value (PV) of Property taxes
 - City share of adjusted property tax value at completion of the LSD or Units?
 - All future city shares property tax over study period?
 - All fees paid during the development?
 - Once breakeven period of any cost to the city is achieved with the cash flow from the units be applied?
 - The new bond payments?
 - Sales tax generated from the construction of the project. Both for the bond repayments, city portion for capital and general sales tax?
 - City share of county sales tax?
 - State turnback of funds due to our population increase?

- How do you address or credit additional amenities built in developments, such as parks?
- How will credits be provided for the oversizing of infrastructure to allow connection of future developments by one development?
- I know there are models for the economic impact of housing and commercial units vs. raw land after the phase of construction. Do you have any that you agree with or do you not assign any value to the impact?
- Do you assign any value to the jobs created in the construction of commercial and residential units and the economic impact of them? Similarly other departments or affiliated groups share their economic impact for our decision-making process?
- Do you have a methodology that can generate an idea of revenue created from the related industries due to the increased population and wages?

This is a more detail list of questions then we have discussed before. I appreciate the opportunity.

Thank you,

Bill



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>PROFESSIONAL CONSULTANT</u>
CITY	
<u>BY</u>	<u>BY</u>
<u>MAYOR</u>	<u>TITLE</u>
TITLE	
<u>DATE SIGNED</u>	<u>DATE SIGNED</u>

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	November, 2022	1	Data Request Memorandum, Technical Memorandum on Current and Recommended Fees
Task 2: Prepare Land Use Assumptions and Development Projections	November - December, 2022	1	Technical Memorandum Outlining Recommended Land Use Assumptions
Task 3: Determine Capital Facility Needs and Service Levels	December, 2022 - February, 2023	2	Memoranda as Appropriate
Task 4: Evaluate Different Allocation Methodologies	March, 2023	1	“Storyboard” Presentation on Fee Options
Task 5: Determine Need for “Credits” to be Applied Against Capital Costs	March, 2023	0	See Task 7
Task 6: Conduct Funding and Cash Flow Analysis	March - April, 2023	0	See Task 7
Task 7: Prepare Impact Fee Report, Public Presentations	March - April, 2023	2	Draft and Final Impact & Capacity Fee Report
Task 8: Public Outreach	January - March, 2023	2	Presentation Materials as Appropriate
Task 9: Assist with Modifications to Impact/Capacity Fee Ordinance	March - April, 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	11/8/2022
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 endorsing the conceptual design of "Lil' Library in the Park," a book-sharing box prototype curated by the Bentonville Public Library, for installation in city parks. The objective is to combine the concept of Little Free Libraries® with public art creating a unique installation that is both an attraction and a service to the community. The conceptual design was created and will be fabricated by local artist Randy Townsend. This installation is coordinated by the Bentonville Public Library and Bentonville Parks and Recreation and is a budgeted item. Memo attached.					

Estimated Cost	\$1,500.00
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
Hadi Dudley, Bentonville Public Library Director
On behalf of: Bentonville Public Library
CC date: November 8, 2022
RE: Lil' Library in the Park

Bright Idea Award. Each year, city employees submit ideas for the Mayor's Bright Idea Award. Mayor Orman selects one project each year for implementation. Bentonville Public Library submitted the idea of a book-sharing box in public parks and was the winner of the "Bright Idea Award" for 2022.

Concept. The objective is to combine the concept of Little Free Libraries® with public art, creating a unique installation in city parks that is both an attraction and a service to the community. These library boxes will allow community members to take a book or leave a book, available seven days a week, 24 hours a day and accessible to all. The book box is designed in a manner that helps promote and encourage reading and represents the importance of literacy in our community. Units are designed to include up to three (3) storage areas for children's, adult/teen books and/or community resources.

Selected Design. The selected design was created and will be fabricated by local artist Randy Townsend. Two options are shown on following page. The design concept is a bench with an attached tower where books will be stored and available for use. The tower portion of the design will remain consistent among future designs but artistically modified to reflect the specific park in which it is located. The first installation is Option 2 with the airport theme to be located at Lake Bentonville Park near Thaden Field.

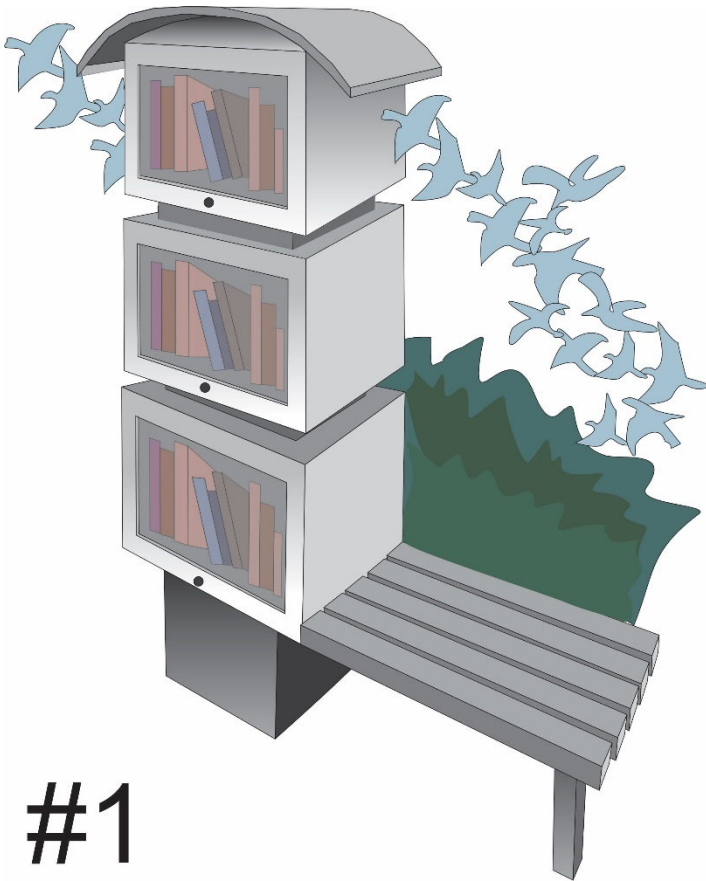
Approvals. The conceptual design was approved by the Public Art Advisory Committee on October 11. This item is on the agenda for approval by the Library Advisory Board on November 2, 2022 and Parks and Recreation Advisory Board on November 7, 2022.

Administration. The installation will be managed by the Bentonville Public Library and Bentonville Parks and Recreation Department. The Bentonville Public Library will be responsible for managing the inventory within the library boxes.

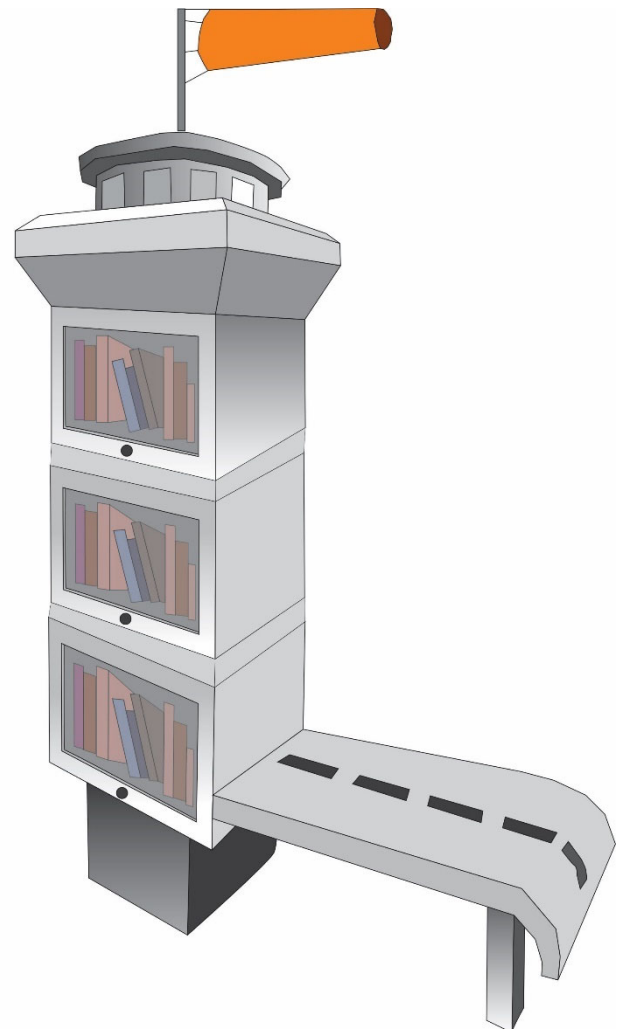
Cost and Funding. Total cost including fabrication, delivery, and installation is budgeted funded out of General Fund at a maximum cost of \$1,500 per unit.

Little Library in the Park: Selected Conceptual Designs

By Randy Townsend



#1



#2

RESOLUTION NO. _____

A RESOLUTION ENDORSING THE CONCEPTUAL DESIGN OF “LIL’ LIBRARY IN THE PARK” CURATED BY THE BENTONVILLE PUBLIC LIBRARY AND DESIGNED BY LOCAL ARTIST RANDY TOWNSEND FOR INSTALLATION ON PUBLIC PROPERTY IN BENTONVILLE CITY PARKS.

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

WHEREAS, the Public Art Advisory Committee recommended approval of the conceptual designs on October 11, 2022; and,

WHEREAS, the Library Advisory Board recommended approval of the conceptual design on November 2, 2022.

WHEREAS, the Parks and Recreation Advisory Board recommended approval of the conceptual design on November 7, 2022;

WHEREAS, the conceptual design was selected by the Bentonville Public Library to implement the idea they submitted for the Mayor’s Bright Idea Award to establish little libraries in city parks;

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 conceptual design of “Lil’ Library in the Park” curated by the Bentonville Public Library and designed by local artist Randy Townsend for installation on public property in Bentonville city parks.

Section 2: This art installation is funded by the City of Bentonville and managed by the Bentonville Public Library and the Parks and Recreation Department;

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:

ATTEST:

Kirby Romines, City Clerk

Stephanie Orman, Mayor



Agenda Item Form

Date of City Council Meeting	11.8.2022
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-3151

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution declaring certain property (2009 Chevrolet Silverado VIN – 1GCEK19C99Z192112) as surplus to trade it in for the purchase of a 2023 Chevrolet Traverse.					

Estimated Cost	
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: 11.8.2022
Re: Declaring Surplus Property

Fire Department is requesting Council approve declaring a 2009 Chevrolet Silverado as surplus, to trade in for the purchase of a new 2023 Chevrolet Traverse. This is a budgeted item in the 2022 budget.

Property is:

2009 Chevrolet Silverado
Mileage – 95,932
VIN – 1GCEK19C99Z192112

Thank you for your consideration.

From: Jeff Lee
Sent: Monday, October 24, 2022 2:43 PM
To: Brent Boydston
Cc: Kevin Boydston; Don Clark
Subject: Re: FW: Chevy pickup

Brent,
\$5800 is what the used car manager came back with, this is subject to change after 30 days. Used market is up and down week to week right now.

Sincerely,

Jeff Lee
Superior Automotive Group
Fleet and Commercial Sales
Cell: 479-393-8282

On Mon, Oct 24, 2022 at 2:14 PM Brent Boydston wrote:

Jeff,

We would like to trade this truck in on the Traverse, can you give me a trade-in price?

Thanks,

Brent Boydston, Fire Chief

800 S.W. "A" Street

Bentonville, AR. 72712

(479) 271-3151, Office

Email: bboydston@bentonvillear.com

RESOLUTION NO. _____

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

WHEREAS, the City Council of the City of Bentonville has determined that a certain Fire Department vehicle, specifically a 2009 Chevrolet Silverado (Mileage – 95,932/ VIN – 1GCEK19C99Z 192112) should be declared surplus property;

WHEREAS, this vehicle is scheduled for replacement in 2022;

WHEREAS upon being approved and declared as surplus, this vehicle will be traded to Superior Auto Group;

WHEREAS, this credit will be applied toward the purchase and upfitting of the Fire Department 2023 Chevrolet Traverse approved in the 2022 budget;

WHEREAS, surplusizing this vehicle to allow such a trade-in represents a responsible and safe disposition of public safety equipment; and

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

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

Section 1: The Bentonville Fire Department may dispose of a certain Fire Department vehicle, specifically a 2009 Chevrolet Silverado (Mileage – 95,932/ VIN – CEK19C99Z192112);

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	11.8.2022
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 Waiving Competitive Bidding to purchase a 2023 Chevrolet Traverse from Superior Auto Group in the amount of \$31,812.42. This amount includes cost of the Traverse and upfit of emergency lights and other emergency safety devices.					

Estimated Cost	\$31,812.42
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	11.8.2022
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-5927

Vendor	Superior Auto Group
Total Cost	\$31,812.42

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):*

2023 Chevrolet Traverse with all Emergency Safety Devices installed (upfitting).

Justification *(Enter justification in space below):*

Superior Auto Group of Siloam Springs will be receiving a Chevrolet Traverse in the near future. This vehicle will be utilized in the Building and Fire Inspection Division for the Fire Marshal. Due to ongoing supply chain issues in the vehicle industry, it is not practical to competitively bid the purchase of this vehicle. The purchase price with the trade-in is below the budgeted amount in the 2022 budget.



From: Jeff Lee
Sent: Monday, October 24, 2022 2:43 PM
To: Brent Boydston
Cc: Kevin Boydston; Don Clark
Subject: Re: FW: Chevy pickup

Brent,
\$5800 is what the used car manager came back with, this is subject to change after 30 days. Used market is up and down week to week right now.

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Brent Boydston, Fire Chief

800 S.W. "A" Street

Bentonville, AR. 72712

(479) 271-3151, Office

Email: bboydston@bentonvillear.com



[Fleet] 2023 Chevrolet Traverse (1NV56) AWD 4dr LS (2) ( Complete)

Quote Worksheet

	MSRP
Base Price	\$36,820.00
Dest Charge	\$1,395.00
Total Options	(\$50.00)
Subtotal	\$38,165.00
Trade In Value for Chevy Pick up Last 8 of Vin 9Z192112 Model K10753	(\$5,800.00)
Subtotal Pre-Tax Adjustments	(\$5,800.00)
Less Customer Discount	(\$4,300.00)
Subtotal Discount	(\$4,300.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$28,065.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$28,065.00

11/02/2022

er Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17859. Data Updated: Nov 1, 2022 6:51:00 PM PDT.



[Fleet] 2023 Chevrolet Traverse (1NV56) AWD 4dr LS (2) (Complete)

Window Sticker

SUMMARY

[Fleet] 2023 Chevrolet Traverse (1NV56) AWD 4dr LS w/1FL

MSRP:\$36,820.00

Interior:Jet Black/Chai, Premium cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 3.6L V6, SIDI, VVT

Transmission, 9-speed automatic

OPTIONS

CODE	MODEL	MSRP
1NV56	[Fleet] 2023 Chevrolet Traverse (1NV56) AWD 4dr LS w/1FL	\$36,820.00
OPTIONS		
00Y	Not Equipped with Rear Park Assist, see dealer for details	(\$50.00)
1FL	LS Preferred Equipment Group	\$0.00
5W4	Fleet Special Service Vehicle	\$0.00
AR9	Seats, front bucket	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
HKA	Jet Black/Chai, Premium cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
LFY	Engine, 3.6L V6, SIDI, VVT	\$0.00
M3V	Transmission, 9-speed automatic	\$0.00

SUBTOTAL	\$36,770.00
Adjustments Total	\$0.00
Destination Charge	\$1,395.00
TOTAL PRICE	\$38,165.00

FUEL ECONOMY

Est City:17 MPG

Est Highway:25 MPG

Est Highway Cruising Range:542.50 mi

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Data Version: 17859. Data Updated: Nov 1, 2022 6:51:00 PM PDT.



Fleet and Commercial Sales



Attn: BENTONVILLE
FIRE DEPARTMENT

JM

10/7/22

Vehicle

2023 TRAVERSE

Emergency Equipment Upfit

Qty	Description	Price Total
8	WHELEN ION3 JC 1/4 WINDOWS AND GRILL AREA	\$ 760.00
1	WHELEN DUAL AVENGER RED/WHITE PASS MOUNTED AVW22DD	\$ 304.92
1	BRACKET HEADLINER MOUNT FOR ABOVE AVBKT2	\$ 16.00
2	WHELEN STRIP LIGHTS RED/W REAR GLASS HATCH	\$ 220.00
2	STRIP LIGHT BKT PSBKT90	\$ 36.00
		\$ -
1	WHELEN 3200HH SIREN/ HANDHELD CONTROLLER	\$ 479.13
1	WHELEN SA315 P SPKR WITH BRACKET	\$ 256.37
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
	SHOP SUPPLIES	\$ 100.00
		\$ -
	Installation Labor	\$ 1,575.00

Total Upfit \$ 3,747.42

Don Clark / Jeremy Mcallister
Fleet Director / Upfit
Superior Automotive Group
490 Hwy 412 East
Siloam Springs, AR
Cell: 479-268-1003/616-4348

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTO GROUP FOR THE PURCHASE OF ONE (1) 2023 CHEVROLET TRAVERSE IN THE AMOUNT OF THIRTY-ONE THOUSAND EIGHT HUNDRED TWELVE DOLLARS AND FORTY-TWO CENTS (\$31,812.42); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Fire Department is in need of one (1) 2023 Chevrolet Traverse, to include all upfitting of emergency equipment and warranties;

WHEREAS, due to ongoing supply chain issues in the vehicle industry, soliciting bids is not feasible;

WHEREAS, this purchase will be made with budgeted funds.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Superior Auto Group for the purchase of one (1) 2023 Chevrolet Traverse, to include all upfitting of emergency equipment and warranties in the amount of thirty-one thousand eight hundred twelve dollars and forty-two cents (\$31,812.42);

Section 2: Because of supply shortages 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.

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:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	11/8/2022
Department	Street
Submitted by	Tony Davis
Phone	(479) 271-3130

Item Type: (Check Applicable Item Type)

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

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

Resolution for Budget Adjustment of \$40,559.19 and Bid Award IFB-22-84 to MHC Kenworth (Springdale, AR) for the amount of \$265,559.19. Please see bid tab and attachments.

Estimated Cost	\$265,559.19
----------------	--------------

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

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

The 2022 budget for this item is \$225,000.00. Staff is asking for approval of \$40,559.19 to come from Street Reserves.





Budget Adjustment Request

Date of City Council Meeting	11/8/2022
Department	Street
Submitted by	Tony Davis
Phone	(479) 271-3130

Purpose of Budget Adjustment (Enter purpose in space below):
Purchase of Dump Truck for replacement of 3810-22 Dump Truck.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	39091	Use of Reserves	\$ 40,559.19	
203810	47410	Machinery & Equipment		\$ 40,559.19
		Totals	\$ 40,559.19	\$ 40,559.19
		Net Impact on Fund Balance	\$ -	

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





Bentonville Street Department
3200 SW Municipal Drive
Bentonville, AR 72712
Phone: (479) 271-3130

Memorandum

DATE: 11-8-2022

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: Bid Award of IFB 22-84 Dump Truck and Budget Adjustment

On 9-27-2022 the City received three bids for a Dump Truck. Please see the attached bid tab. The original budget for this is \$225,000 and all bids came in over budget. After reviewing the bids, the low bid of \$248,825.00 from Wichita Kenworth, Inc. has a delivery time of 450 days. The next lowest bid \$265,559.19 from MHC Kenworth (Springdale) has a delivery time of 150 days.

The Dump Truck being replaced is currently offline due to needed repairs that are estimated to be \$15,000 plus/minus.

Staff recommends awarding bid IFB 22-84 to the second lowest bidder to MHC Kenworth (Springdale) because of a 300-day shorter delivery time. The budget adjustment necessary for this award is \$40,559.19 and would come from the Street Reserve account.

Thanks for your consideration, please contact me with any questions. I can be reached by phone at 479-271-3130 or email at todayis@bentonvillear.com.

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

Date of Bid Opening:	9/27/22	Time of Bid Opening:	2:00PM	Solicitation ID Number:	IFB-22-84
----------------------	---------	----------------------	--------	-------------------------	-----------

Solicitation Title: 2022 OR NEWER YEAR MODEL KENWORTH T480 TANDEM AXLE CAB AND CHASSIS WITH DUMP BODY, BELLY SCRAPER, MATERIAL SPREADER, AND HYDRAULICS, OR EQUIVALENT UNIT

Bidders:			Wichita Kenworth, Inc.	MHC Kenworth (Alternate)	MHC Kenworth (As Specified)
Line Item	Quantity (Unit of Measure = EA)	Description	Unit Price	Unit Price	Unit Price
1	1	2022 or Newer Year Model Kenworth T480 Tandem Axle Cab and Chassis with Dump Body, Belly Scraper, Material Spreader, and Hydraulics, as specified	\$248,825.00	\$266,706.72	\$265,559.19
Total Bid Price			\$248,825.00	\$266,706.72	\$265,559.19

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



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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
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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: MHC Kenworth Phone Number: 479.725.3102

Business Address (Full Street/City/State/Zip): 4678 N. 45th Street Springdale, AR. 72762

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

Name of Contact Person: Cory Hudson Email: cory.hudson@mhc.com

Signature of Authorized Person:  Date: 9.15.22

Printed or Typed Name: Cory Hudson Title: Truck Sales

Arkansas Contractor's License Number: N/A (Not required unless specified)

Sales or Use Tax ID Number: N/A

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

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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>CS</u>												
Wiring diagram for hydraulic operating system Hydraulic plumbing	<u>CS</u>												
Appendix A: Vendor Disclosure, Completed	<u>CS</u>												
Appendix B: Specifications, Completed	<u>CS</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><thead><tr><th><u>ADDENDUM NUMBER</u></th><th><u>DATE OF ISSUANCE</u></th></tr></thead><tbody><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></tbody></table>	<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	<u>CS</u>
<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>												
_____	_____												
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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: MHC Kenworth

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.

N/A

OR

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

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

 Initials



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BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Unit Price
1	1	2022 or Newer Year Model Kenworth T480 Tandem Axle Cab and Chassis with Dump Body, Belly Scraper, Material Spreader, and Hydraulics, as specified Bidder mark here if as specified: <u>X</u> Bidder: Specify year/make/model etc. here if alternate/equivalent Unit proposed: _____	\$ <u>265,559.19</u>
TOTAL BID PRICE (Stated in figures)		\$ <u>265,559.19</u>	
TOTAL BID PRICE (Stated in words)		<u>TWO HUNDRED SIXTY FIVE THOUSAND FIVE HUNDRED FIFTY NINE AND NINETEEN CENTS</u>	

BIDDER DECLARATION

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

Company Name: MAC Kenworth By (Authorized Person's Signature): _____
State of incorporation (required if Company is a corporation): N/A
Full names of all partners (required if Company is a partnership): N/A
Printed Name and Title: Jeremy Henry Branch Manager
Date: 2/27/22



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20. TRAINING

The awarded Bidder shall provide training to the City for the equipment purchased, at the City of Bentonville Street Department, during normal business hours (Monday-Friday 8:00am-4:00pm) at the request of the City. Training shall not exceed three (3) days.

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 one (1) 2022 or Newer Year Model Kenworth T480 Tandem Axle Cab and Chassis with Dump Body, Belly Scraper, Material Spreader, and Hydraulics, as specified, or equivalent Unit.

The awarded Bidder must have a local Northwest Arkansas location, open 24/7 and capable of performing the preventative or repair maintenance on the equipment proposed to the City. The awarded Bidder shall also have a mobile technician, available 24/7, for mobile repair needs.

The delivered unit(s) shall be complete without any defect and shall include all factory, manufacturer and any other warranties applicable, shall be complete with all owner/user manuals and tools that are standard to be delivered with the unit(s).

2. DELIVERY

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. **If the requested (specified) schedule cannot be met, Bidder must specify the date(s)/schedule that Bidder is able to commit to in the fields provided. Failure to state a date/schedule obligates the Bidder to perform the work or delivery the item(s) or services and complete services within the City's requested timeline.** Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): _____ 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 Item(s) Delivery Specified Date(s)

City's Specification:

One-Time Order: All item(s) shall be delivered within thirty (30) days from receipt of the City's Purchase Order.

Bidder Response: AS SPECIFIED ~~X~~ **ALTERNATE DATES REQUESTED** (REQUIRES COMPLETION OF FIELD BELOW)

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

One-Time Order: All item(s) shall be delivered within 50 day(s) from receipt of the City's Purchase Order.



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25. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties available for the Unit(s) and Items within the specified Unit(s) below.

Product Warranties:

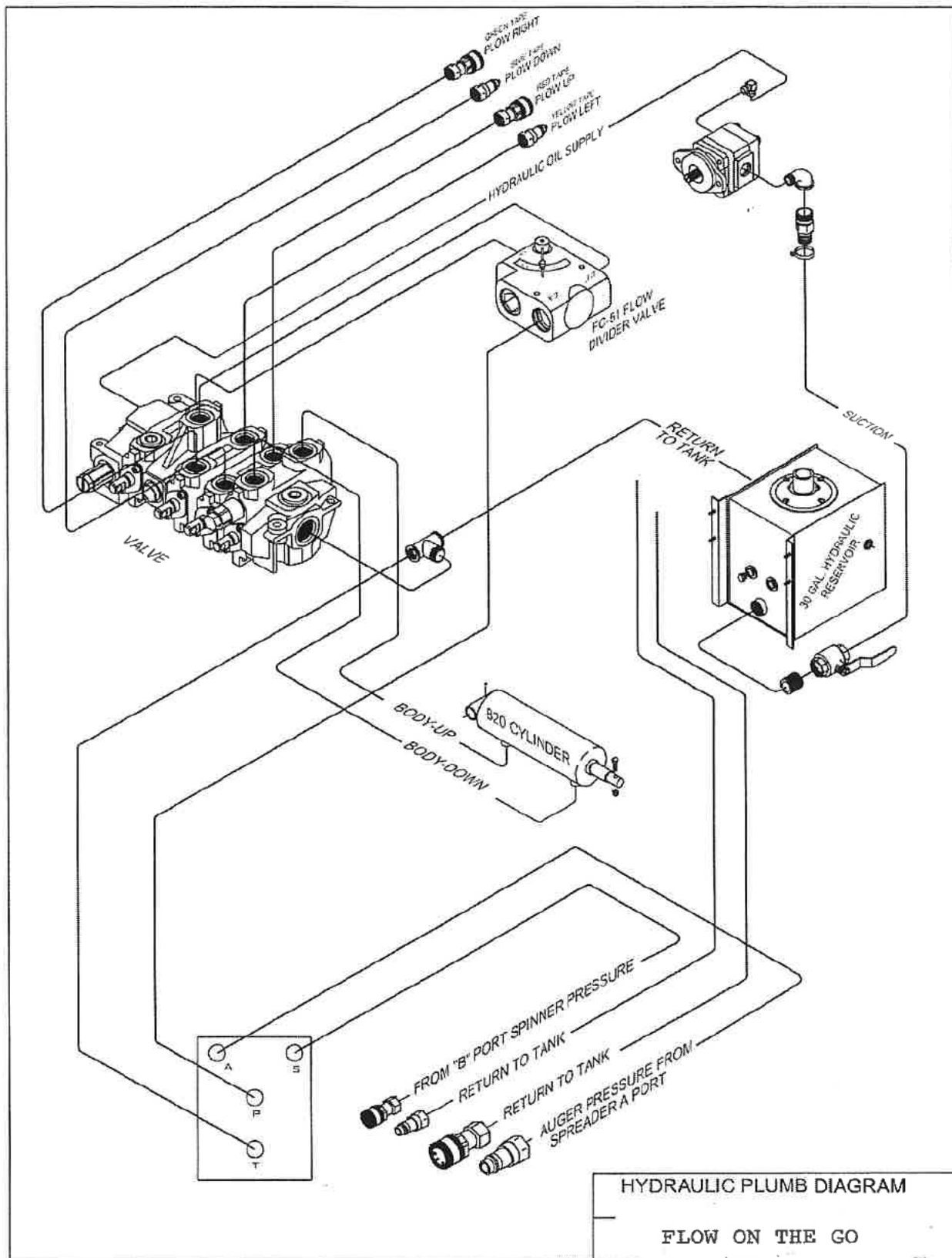
Bidder shall furnish any and all product warranties available to the City.

☒ Agree (As Specified) ___ Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning: _____

Warranties Provided:

*. All manufacturers factory warranties included
in price. AND AVAILABLE*





APPENDIX B: 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.

lb(s) – pound(s) “ – inch(es) ‘ – foot/feet

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF ‘AS SPECIFIED’	BIDDER INDICATE IN THIS COLUMN IF ‘EQUIVALENT’
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	X	
3	Bidder is an authorized seller of the Unit proposed in Bidder’s Bid.	X	
4	Bidder understands that Bidder’s TOTAL BID PRICE is inclusive of ALL costs to the City.	X	
5	The awarded Bidder shall be responsible for furnishing all materials and labor required to deliver the product(s) as specified to the City.	X	
6	The awarded Bidder shall provide training to the City for the equipment purchased, at the City of Bentonville Street Department, during normal business hours (Monday-Friday 8:00am-4:00pm) at the request of the City. Training shall not exceed three (3) days.	X	
2. UNIT SPECIFICATIONS			
7	One (1) 2022 or Newer Year Model Kenworth T480 Tandem Axle Cab and Chassis with Dump Body, Belly Scraper, Material Spreader, and Hydraulics, as specified	X	
8	Chassis - Gross Combination Weight 66,000 lbs - Cab to Axle 130.5 inches	X	



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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
9	Transmission Automatic	X	
10	Hydraulics Rear Engine PTO to operate dump body, belly scraper (plow), and spreader.	X	
11	Engine - Horsepower minimum 370 - No engine idle shutdown timer 120 volt Block heater - External jump start terminals	X	
12	Rear axle - Driver controlled differential lock (forward and rear axle) - Rear axle brake chambers orientation must set a minimum of 1 inch inside the outer diameter of the tires to provide clear space from the push rollers on an asphalt paver.	X	
13	Wheels Steel Wheels – Powder coated white	X	
14	Frame and Equipment - In-cab battery box – under rider seat. - Clear frame space to accommodate belly scraper.	X	
15	Duel and DEF Tanks - Minimum 50 gallon Diesel - Minimum 5.5 gallon DEF	X	
16	Cab Cab to be White in color	X	
17	Cab Interior - Vinyl Gray in color - AM/FM Bluetooth stereo - Adjustable telescoping tilt steering wheel - Defrost, A/C and heater - Five spare switches wired to power - Driver side air ride seat - CB (Citizens Band Radio) installation kit mounted center of header - Self-canceling turn signals - Power windows and door locks 2 spare ignition/lock keys	X	



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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
18	Cab Exterior - Grab handles to assist with safe ingress and egress of cab - Two corner & one rear cab window - Look-down window on passenger side door - Aerodynamic motorized heated mirrors including 6" x 7" convex mirrors. Mirror controls located on driver side door pad. - Two - Damera Element 6 LED Surface Mount Grille Lights mounted in the front grille (or equivalent). White and Amber in color. Light power source to be through one of the provided spare switches.		
19	Dump Body 15' Hilbilt XPC (or equivalent) 39" sides 45" tailgate 3/16' AR-450 steel floor 10 gauge sides and gate 6" boards, 1/2 cab protector with integrated tarp mount and shroud - Asphalt apron - Body safety prop - Air tailgate - All LED lighting with stop turn tail lights in rear body post 4 Corner strobe system - Aero electric tarp system with asphalt tarp - Ladder drivers side rear - Tailgate lift loop, centered D-ring - Painted black		
20	Dump Body Hydraulics - Central Hydraulics (or equivalent) - Flow on the Go system to operate hoist, plow, spreader, and air controls, with spreader valve in cab.		
21	Belly Scraper Henke 10' x 20" reversible under body scraper (or equivalent)		
22	Spreader - SaltDogg 12' 11 cubic yard stainless steel spreader (or equivalent) - Heavy duty top screens - Inverted V 50:1 gear box - Stainless steel spreader stand		



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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
23	Miscellaneous - Wiring diagram for hydraulic operating system to be provided by Bidder with Bid Submission - Dealer must be open 24/7 - Mobile technician available 24/7 - Warning triangle reflector kit - Fire extinguisher mounted inboard rider seat	✓ N/A ✓ ✓ ✓ ✓	

24. DEALERSHIP (FOR SERVICE ON THE EQUIPMENT)/MOBILE TECHNICIAN (REQUIRED RESPONSE)

Bidders shall indicate below the address of the service location where preventative maintenance or repair work on the proposed equipment will be performed. Bidders shall also indicate the hours of availability and other information for both the service location and a mobile technician.

Address of dealership/location for preventative maintenance or repair work on the proposed equipment:

4678 N. 45th Street Springdale, Ark. 72762

Hours: 24/7

Days: ALL

24/7 Service Available? ☒ Yes ☐ No

Details (optional): _____

Availability of Mobile Technician:

Hours: 24/7

Days: ALL

Average Response Time: 4 hours

Details (optional): _____

Detail Notes (optional): _____

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T480 REPTO Scraper, Spreader, Dump



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FOR PUBLICATION

PUBLICATION DATES: SEPTEMBER 4, 2022

NOTICE TO BIDDERS

2022 OR NEWER YEAR MODEL KENWORTH T480 TANDEM AXLE CAB AND CHASSIS WITH DUMP BODY, BELLY
SCRAPER, MATERIAL SPREADER, AND HYDRAULICS, OR EQUIVALENT UNIT

Invitation For Bid (IFB)-22-84

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of one (1) 2022 or Newer Year Model Kenworth T480 Tandem Axle Cab and Chassis with Dump Body, Belly Scraper, Material Spreader, and Hydraulics, as specified, or equivalent Unit, for the City of Bentonville Street Department.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest.

The City of Bentonville Purchasing Department encourages all qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (<http://www.bentonvillear.com/211/Purchasing>) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address below. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-22-84 held at 2:00 PM CST on Tuesday, September 27, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building-Purchasing Department, in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late 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 on or before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is September 21, 2022, at 4:30 PM CST.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-84	Date of Issuance:	SEPTEMBER 4, 2022
Description:	2022 OR NEWER YEAR MODEL KENWORTH T480 TANDEM AXLE CAB AND CHASSIS WITH DUMP BODY, BELLY SCRAPER, MATERIAL SPREADER, AND HYDRAULICS, OR EQUIVALENT UNIT		
Requesting Department:	CITY OF BENTONVILLE STREET 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 27, 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 – 2nd 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 21, 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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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one-time purchase and delivery of one (1) 2022 or Newer Year Model Kenworth T480 Tandem Axle Cab and Chassis with Dump Body, Belly Scraper, Material Spreader, and Hydraulics, as specified, or equivalent Unit.

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.
- Wiring diagram for hydraulic operating system 

3. APPENDIXES

- APPENDIX A: VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)
- APPENDIX B: SPECIFICATIONS (REQUIRED RESPONSE DOCUMENT)

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. GUARANTEE OF BID

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

2. BONDS

A. BID BOND (BID GUARANTEE)

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 Section 5 (Guarantee of Bid) 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 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. 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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4. LAWS AND REGULATIONS

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

5. ENCOURAGEMENT FOR PARTICIPATION

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

The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

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

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

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

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

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

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum.

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7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that an equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

8. INDEMNIFICATION

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

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

9. DAMAGES

Any damage occurring to City (public) or private property within the worksite area(s) or otherwise out of the awarded Bidders performance of this Contract shall be corrected at the awarded Bidder's expense.

The awarded Bidder shall be responsible for maintaining the job site and keeping it clean and orderly. Failure to maintain the cleanliness and orderliness of any job site in relation to this Invitation for Bid shall be considered a service failure, and may result in the City employing City forces for the purpose of job site cleanup and organization. Any costs the City incurs for the purpose of correcting the awarded Bidder's service failure will be deducted from the monies due to the awarded Bidder.

Any damages which occur during the performance of the services described herein shall be immediately communicated to the City's contact, or designated assignee and repaired at the awarded Bidder's expense.



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10. PAST PERFORMANCE/REFERENCES

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

11. TOBACCO PRODUCTS AND LITTERING

The use of tobacco products is only permitted in designated areas marked with proper cigarette disposal containers on site. No disposal of tobacco products or littering of any kind shall be tolerated on the work premises or during performance of work for the City.

12. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

13. BIDDER'S DOCUMENTS

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

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid. No conditional bids will be accepted.

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

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14. INVOICING

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

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

☐ Invoice upon 100% completion (As approved by the City)

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

☒ Invoice upon delivery (Payment within 14 days)

☒ Invoice 14 days prior to delivery for payment upon delivery
(All product(s) or work must be approved by an authorized
City of Bentonville employee prior to payment being furnished).

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

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

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

City of Bentonville Administrative Services

ATTN: Accounts Payable

1000 SW 14th ST

Bentonville, AR 72712

accountspayable@bentonvillear.com

15. BIDDER REQUESTED PAYMENT TERMS

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

☐ NET 30 Days from Invoice Submission ☐ NET 60 Days from Invoice Submission ☐ Other (Specify Below)

N/A

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16. PRE-BID MEETING

There will be a pre-Bid meeting when indicated by an "x" mark in one of the fields below or when otherwise indicated in this IFB document. If there is an "x" in the "No Pre-Bid Meeting" option, there will not be a Pre-Bid Meeting for this IFB.

☐ **Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)**

☐ In Person ☐ Zoom or Other Virtual Method

☐ **Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)**

☐ In Person ☐ Zoom or Other Virtual Method

☒ **No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)**

17. TERM

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

☐ **Contract Term (for services, construction projects etc.)**

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be ___year(s) renewable annually upon mutual written agreement for a maximum term of ___years.

☒ **Single Purchase (for an item(s) ordered at one time)**

The awarded Bidder will receive a single Purchase Order from the City of Bentonville for the one-time purchase and delivery of the Unit(s). The terms and conditions of the Purchase Order shall be in accordance with this IFB document, all Appendixes attached hereto and any Addenda issued throughout the solicitation.

- A. Delivery shall be made in accordance with the City's delivery date/time specified herein or otherwise accepted (if alternate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

☐ **Multiple Purchase/Pricing Agreement (for items ordered at various times)**

The awarded Bidder will receive Purchase Orders from the City of Bentonville for the purchase and delivery of the quantities specified in the Purchase Order.

- A. Deliveries must be made to the specified City of Bentonville location within _____ from receipt of the City's Purchase Order unless otherwise indicated herein and accepted by the City.

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18. SUBCONTRACTORS

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

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

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

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

Subcontractors who submit proposals in excess of \$50,000.00 must have a current Arkansas State Contractor's License.

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

19. FIELD TESTING

The City of Bentonville reserves the right to field test equipment proposed by the apparent low-Bidder or the apparent two lowest Bids to confirm the proposed Unit(s) meet the City's Specifications. All costs associated with the field test shall be the Bidder's responsibility, including but not limited to transport of the Unit(s) to the City's testing site and pick-up of the Unit(s) upon completion of testing. In no event shall any Bidder assume the City will purchase the proposed Unit(s) based off of the test. Confirmation of award is only received by approval from the Bentonville City Council.

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SECTION 5: BID PRICING

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, and all other components to deliver Unit(s) in accordance with the specifications contained herein.

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

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

THE CITY DOES NOT PAY SALES TAX FOR VEHICLES REGISTERED TO BE DRIVEN ON THE ROAD.

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

 X **Total Bid Price:** The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Bid Price shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

Deductive Alternates apply when indicated by an "x" in the fields below

 Deductive Alternates Included X **Deductive Alternates not Included in this IFB**

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

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

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE



SECTION 6: 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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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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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.



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

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
- First to Bidder offering firm prices for full contract period; and
 - Second to Bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.

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

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

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:
1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.



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3. **Termination Due to Unavailability of Funds**

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

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount of five percent (5%) of the base Bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere to any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.
31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.



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35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.
36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
37. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
38. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Department at (479) 271-3115.



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APPENDIX A

VENDOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT)



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APPENDIX B **SPECIFICATIONS** **(REQUIRED RESPONSE DOCUMENT)**

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB 22-84 TO MHC KENWORTH FOR THE PURCHASE OF A DUMP TRUCK FOR THE CITY OF BENTONVILLE STREET DEPARTMENT IN THE AMOUNT OF TWO HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED FIFTY-NINE DOLLARS AND NINETEEN CENTS (\$265,559.19); APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF FORTY THOUSAND FIVE HUNDRED FIFTY-NINE DOLLARS AND NINETEEN CENTS (\$40,559.19) TO ACCOUNT 20318- 47410 - MACHINERY AND EQUIPMENT; AND FOR OTHER PURPOSES.

WHEREAS, MHC Kenworth is the lowest qualified bidder for bid IFB-22-84;

WHEREAS, this contract covers the purchase of a dump truck for the City of Bentonville Street Department; and

WHEREAS, this contract will require a budget adjustment in the amount of forty thousand five hundred fifty-nine dollars and nineteen cents (\$40,559.19) to Account 20318-47410 – Machinery and Equipment;

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 MHC Kenworth for the purchase of a dump truck for the City of Bentonville Street Department;

Section 2: The 2022 Budget should be and the same is hereby amended to transfer forty thousand five hundred fifty-nine dollars and nineteen cents (\$40,559.19) from Street Fund Reserves to Account 20318-47410 – Machinery and Equipment;

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	11/8//2022
Department	Transportation
Submitted by	Andrea Jobe
Phone	(479) 254-2026

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☒ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution allowing the Mayor and City Clerk to approve a Budget Adjustment and Change Order #2 to the contract with NEC, Inc. for the construction of Walton Blvd/12th Street and Tiger Blvd Intersection Improvements. The cost of this change order will be \$114,365.61.					

Estimated Cost	\$114,365.61
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
This will be funded from Street Fund reserves.	





Budget Adjustment Request

Date of City Council Meeting	11/8/2022
Department	Transportation
Submitted by	Andrea Jobe
Phone	(479) 208-2026

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Resolution allowing the Mayor and Clerk to approve Change Order #2 to the contract with NEC, Inc. for the construction of Walton Blvd / 12th Street & Tiger Blvd Intersection Improvements. The cost of this change order will be \$114,365.61.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	39091	Use of Reserves	\$ 114,365.61	
203810	47380	Street Construction		\$ 114,365.61
		Totals	\$ 114,365.61	\$ 114,365.61
		Net Impact on Fund Balance	\$ -	
*Final Account Number will be determined by Accounting Department after approval and purchase				



Memorandum



To: Mayor and City Council

From: Andrea Jobe, Staff Engineer

Date: Wednesday, October 26, 2022

Re: Changer Order #2 and Budget Adjustment for Walton 12th Street & Tiger Blvd Inters. Improvements

Change Order #2 Scope of Work Description:

Add upgraded traffic signalization equipment to scope of project. The additional cost for the associated Budget Adjustment is \$114,365.61. These funds would come from Street Fund reserves.

Staff requests approval of a resolution allowing the Mayor to approve the change order with NEC, Inc. for this project.

Please contact me with any questions or concerns regarding this PSA or the project as a whole. My telephone number is (479) 254-2026 or I can be reached via email at ajobe@bentonvillear.com.

CHANGE ORDER NO.: 2

Owner: City of Bentonville, Arkansas
Engineer: McClelland Consulting Engrs.
Contractor: NEC, Inc.
Project: Hwy. 71B/12th St./Tiger Blvd. Inters.
Impvts. (Bentonville) (S)

Owner's Project No.: PIIP22-0002
Engineer's Project No.: 14-2160
ARDOT Project No.: 090421

Date Issued: 10.20.2022

Effective Date of Change Order: Date
approved by City Council

The Contract is modified as follows upon execution of this Change Order:

Description:

- Add traffic signalization equipment to scope of project as directed by City of Bentonville.

Attachments:

- NEC Supporting Cost Breakdown. 10.18.2022

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,426,950.70</u>	Original Contract Times: Substantial Completion: _____ Ready for final payment: <u>August 10th, 2022</u>
[Increase] [Decrease] from previously approved Change Order No. 1: \$ <u>208,763.07</u>	[Increase] [Decrease] from previously approved Change Orders No.1 Substantial Completion: <u>N/A</u> Ready for final payment: <u>112 days</u>
Contract Price prior to this Change Order: \$ <u>1,635,713.77</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: <u>November 30th, 2022</u>
Increase this Change Order: \$ <u>114,365.61</u>	Increase this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ <u>1,750,079.38</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: <u>November 30th, 2022</u>

	Recommended by Engineer (if required)	Accepted by Contractor
By:	Kevin Beaumont	
Title:	Vice President	
Date:	10.20.2022	

	Accepted by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		



2425 S. 5th Place
Rogers, AR 72758

To:	City Of Bentonville, Arkansas	Contact:	
Address:	117 W. Central Bentonville, AR 72712 BENTON	Phone:	
		Fax:	
Project Name:	Tiger BLVD Light Additions	Bid Number:	
Project Location:		Bid Date:	10/18/2022

We appreciate the chance to bid this work with you. Please call with any questions for clarification.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Concrete Pull Box (Type 3 HD)	10.00	EACH	\$4,161.10	\$41,611.00
2	Concrete Pull Box (24" X 36" HD) Fiber Box	2.00	EACH	\$5,851.55	\$11,703.10
3	Vantage Velocity	1.00	EACH	\$9,102.41	\$9,102.41
4	Hybrid Video Detector (Next Video/Radar)	2.00	EACH	\$13,653.61	\$27,307.22
5	Fiber Optic Cable, 12SM (Pigtail)	125.00	LF	\$65.02	\$8,127.50
6	Pedestrian Pushbutton Polara I Navigator	6.00	EACH	\$1,235.33	\$7,411.98
7	Central Control Unit (4-Channel Polara)	1.00	EACH	\$6,501.72	\$6,501.72
8	4-Section Signal (FYA Signs)	4.00	EACH	\$650.17	\$2,600.68

Total Bid Price: \$114,365.61

Payment Terms:

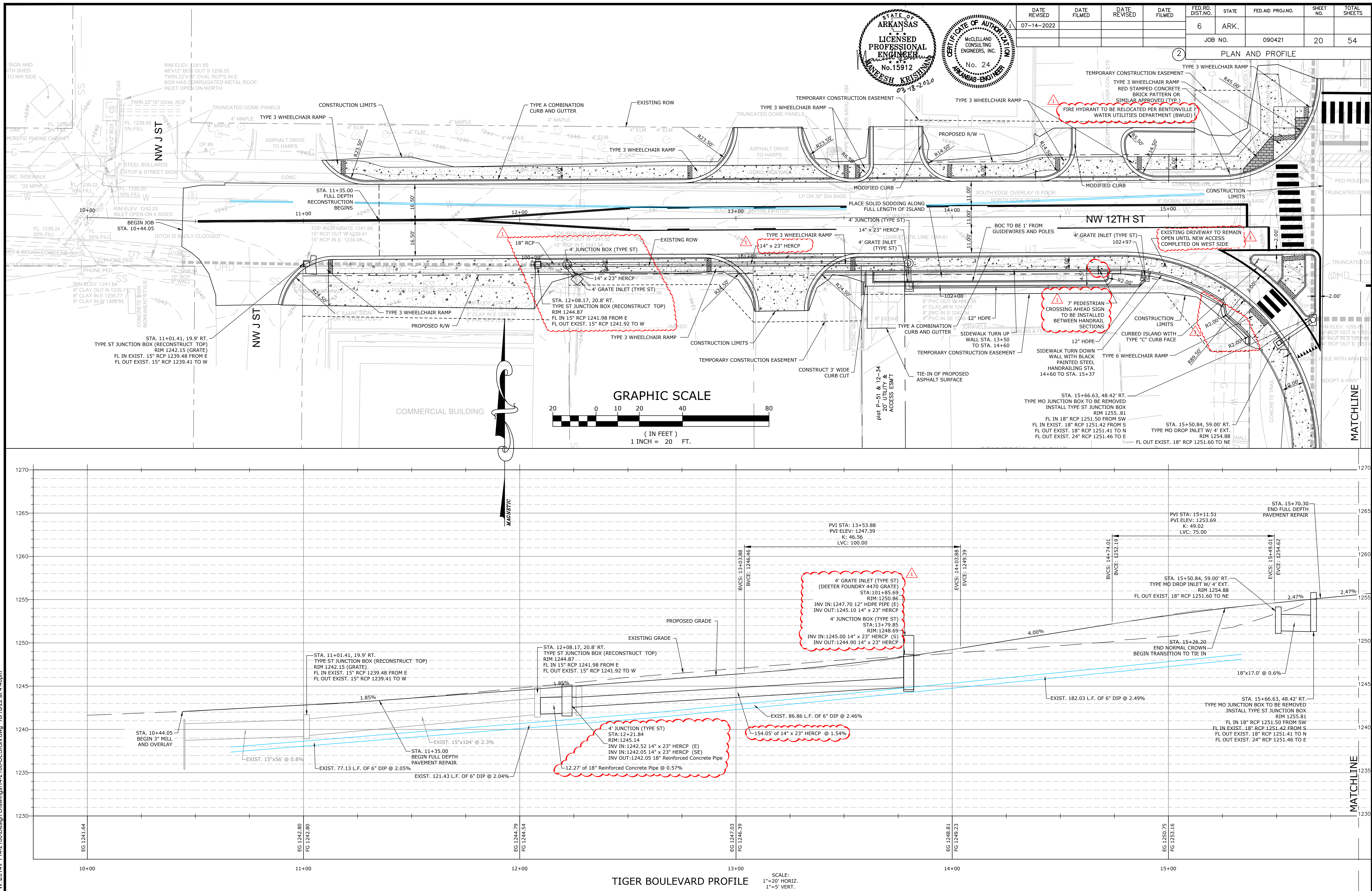
N.E.C., Inc. does not accept the risk of Customer's receipt of payments from any source. Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10) day of the next month following submittal of payment application. N.E.C., Inc.'s schedule of values shall be used to determine progress payments.

Final and complete payment for all work performed hereunder shall be made not later than fifteen (30) days after the completion of such work. If testing is required, payment is due fifteen (30) days from the day in which testing was performed.

All sums not paid when due shall bear interest at the rate allowable in the state of Arkansas per month from due date until paid or the maximum rate permitted by law whichever is less; and all costs of collection, including attorney's fee, shall be paid by Customer.

If the above meets with your (Customer) acceptance, please sign and return this proposal. Upon timely receipt of the proposal, signed by you (Customer), N.E.C., Inc. will sign it and return a copy to you. When signed by both parties, this proposal including the Terms and Conditions constitute an agreement between us.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: N.E.C., Inc. Authorized Signature: _____ Estimator: _____
--	--



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER TO THE AGREEMENT WITH NEC, INC FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS AT THE INTERSECTION OF WALTON BOULEVARD AND 12TH STREET/TIGER BOULEVARD; APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF ONE HUNDRED FOURTEEN THOUSAND THREE HUNDRED SIXTY-FIVE DOLLARS AND SIXTY-ONE CENTS (\$114,365.64) FROM STREET FUND RESERVES TO ACCOUNT 203810-47380 – STREET CONSTRUCTION; AND FOR OTHER PURPOSES.

WHEREAS, N.E.C. Inc. was previously awarded the bid for the construction of Walton Boulevard and 12th Street/Tiger Boulevard Improvements;

WHEREAS, a change order is required in order to add upgraded signalization equipment to this project; and

WHEREAS, a budget adjustment in the amount of one hundred fourteen thousand three hundred sixty-five dollars and sixty-one cents (\$114,365.61) from Street Fund Reserves to Account 203810-47380 - Street Construction will fund this change order.

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 change order to the contract with N.E.C Inc., in order to add upgraded signalization equipment to the scope of work for the Walton Boulevard and 12th Street/Tiger Boulevard Improvement Project.

Section 2: A budget adjustment in the amount one hundred fourteen thousand three hundred sixty-five dollars and sixty-one cents from Street Fund Reserves to Account 203810-47380 – Street Construction should be and the same is hereby approved to fund this change order.

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:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	11/8/2022
Department	Parks and Recreation Department
Submitted by	Hunter Garrison
Phone	(479) 254-2063

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution accepting a grant valued at \$505,452.00 from the Walton Family Foundation to assist with the construction of the Razorback Greenway I-49 Reroute.					

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: October 28, 2022
Re: City Council approval of a resolution authorizing the Mayor and Clerk enter into an agreement with the Walton Family Foundation to accept a grant in the amount of \$505,452.00 to assist with the construction of the Razorback Greenway I-49 Reroute.

Parks and Recreation Staff request Council's approval of a grant valued at \$505,452.00 from the Walton Family Foundation to assist with the construction of the Bentonville Razorback Greenway I-49 Reroute.

This project will re-establish a critical piece of the 40 mile Razorback Greenway at the North Bentonville Trail and Wishing Springs Trail. The project will include the construction of two new multi-use path segments and the resurfacing of an existing section of trail reconnecting the Razorback Greenway to the Wishing Springs Trail via the existing I-49 Bypass trail tunnel. In total the project will include the construction of 880 linear feet of 12' concrete-multi-use path and the resurfacing of 1,360 linear feet of abandoned road bed. A portion of this trail is south of the I-49 bypass tunnel and will include the installation of a pre-fabricated bridge with abutments, a 3-rail wood fence and some utility work.

As stated in an earlier item, the balance of this project was awarded via multiple grants from Arkansas Department of Transportation and Northwest Arkansas Regional Planning. This grant award serves as the 20% local match, as well as paying for construction administration and Geotech services for the project.

If you have questions regarding this item, email me at HGarrison@bentonvillear.com.

Attachments:

*Grant Agreement with Walton Family Foundation
Map of proposed Razorback Greenway I-49 Reroute*

WALTON FAMILY
FOUNDATION



September 22, 2022

Stephanie Orman
City of Bentonville
117 West Central Boulevard
Bentonville, AR, 72712

RE: Grant 00107689

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 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 up to \$505,452.00 to complete final construction of the Razorback Regional Greenway trail segments leading to the new I-49/Walton Blvd tunnel. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Caryl M. Stern
Executive Director

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

September 22, 2022

Grant 00107689

The Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of up to \$505,452.00 to City of Bentonville ("Grantee" or "City"). The project term will be November 01, 2022 to July 01, 2023. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to complete final construction of the Razorback Regional Greenway (RRG) trail segments leading to the new I-49/Walton Blvd tunnel. This grant is more fully described in Grantee's proposal dated August 08, 2022. 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 Up To: \$505,452.00 USD**

Grant payment will be made as follows:

Amount	Match Ratio	Requirement	Date
Up to \$505,452.00	1:2	• Signed Grant Agreement • Documentation of 1:2 match of up to \$1,010,904.00 committed or collected by 11/01/2022.	November 15, 2022

3. **Matching Grant Payable:** The Foundation will match revenue committed or collected by Grantee according to the conditions outlined below:

Installment 1: One dollar for every two dollars of revenue committed or collected from all sources by 11/01/2022, up to \$1,010,904.00. This payment shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein, as well as written documentation of matching funds committed or collected.

Expiration: Qualifying matching contributions for Installment 1 must be committed or collected and documented for the Foundation by November 01, 2022. In the event the matching contributions are not documented by this deadline, the Foundation will pay only an amount equal to the qualifying matching contributions documented by the deadline, and the Foundation will have no obligation at any time to pay any portion of this installment that exceeds such amount.

Funds committed or collected and applied to other Foundation match requirements may not be used to satisfy this match requirement.

4. **Accounting:**
 - a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.
 - b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at

least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Type	Report Date
1:2 Match Documentation	November 01, 2022
Miscellaneous Report	March 01, 2023
Final Report	July 01, 2023

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00107689 on all communication.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
- 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.
 - In no event will Grantee use any grant funds:
 - to carry on propaganda, or otherwise to attempt, to influence legislation;
 - to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
 - Grantee will comply with all applicable laws and regulations.
 - Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
 - Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
 - grant funds will not ultimately be used to support terrorist activities or violence of any kind.
7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of

federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
- a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
 - b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
 - c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
 - d. Grantee does not use funds for the purpose of this grant;
 - e. The Foundation is not satisfied with the progress of the activities funded by this grant as measured in the performance measures in Appendix A;
 - f. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
 - g. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
 - h. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
 - i. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **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 Contact paragraph. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters,

board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **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.
11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00107689 in your communication.

By electronically signing this agreement the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing is not completed by October 28, 2022 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: Construct the I-49 Razorback Greenway reroute.			
Outputs And Outcomes			
Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	Once the multi-use trail construction is completed, the grantee will install an electronic counter(s) near the Razorback Regional Greenway tunnel at I-49/Walton to establish a new baseline number of users.	06/01/2023	Confirmation of installation and monthly reporting on usage thereafter.
Output	The grantee will actively promote the new tunnel completion with partners using social and print media. At least three media posts on City media platforms will be coordinated with completion and/or events promoting usage of the active transportation facilities.	06/01/2023	Program records
Outcome	Average monthly usage of the RRG at the new tunnel and at two additional locations on each side of the tunnel in proximity will meet or exceed baseline levels established prior to tunnel demolition within one year of completion. Final trail user count locations and baselines to be coordinated with WFF.	06/01/2023	Monthly and annual reports

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
A GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION TO
RECEIVE FIVE HUNDRED FIVE THOUSAND FOUR HUNDRED FIFTY TWO
DOLLARS (\$505,452.00); AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville will receive five hundred five thousand four hundred fifty two dollars (\$505,452.00), from the Walton Family Foundation to assist with the construction of the Razorback Greenway I-49 Reroute; and

WHEREAS, there is no matching provision in this grant.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Walton Family Foundation in which the City will receive five hundred five thousand four hundred fifty two dollars (\$505,452.00) in grant funds;

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	11/8/2022
Department	Parks and Recreation Department
Submitted by	Hunter Garrison
Phone	(479) 254-2063

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to approve a budget adjustment accepting Arkansas Department of Transportation (ARDot) and multiple other grants valued at a total of \$1,755,452.00 and allocating the funds for the construction and reestablishment of the Razorback Greenway at I-49 Interchange.					

Estimated Cost	N/A
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	11/8/2022
Department	Parks and Recreation
Submitted by	Hunter Garrison
Phone	(479) 271-3392

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Budget adjustment recognizing grant award from ARDOT, NWARPC and Walton Family Foundation and allocating funds into Parks Capital to fund the reestablishment of the Razorback Greenway at the I49 Interchange.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	33110	Federal Direct Grant	\$ 500,000.00	
105030	33110	Federal Direct Grant	\$ 500,000.00	
105030	33110	Federal Direct Grant	\$ 250,000.00	
105030	33810	Local Grants	\$ 505,452.00	
105030	47390	Improv Other than Bldg/Other		\$ 46,000.00
105030	47390	Improv Other than Bldg/Other		\$ 1,694,451.72
		Totals	\$ 1,755,452.00	\$ 1,740,451.72
		Net Impact on Fund Balance	\$	15,000.28
*Final Account Number will be determined by Accounting Department after approval and purchase				



Memo



To: City Council, Mayor Orman
From: Hunter Garrison, Bike & Pedestrian
Date: November, 7 2022
Re: City Council approval of a resolution and budget adjustment authorizing the Mayor and City Clerk enter into agreement with Arkansas Department of Transportation (ARDOT) to accept Transportation Alternatives Program (TAP) Grants totaling \$1,250,000 for the reestablishment of the Razorback Greenway at I-49 Interchange / BV Bypass

As stated in the previous council item, Parks and Recreation wishes to move forward with the construction of the Razorback Greenway I49 Reroute.

This project re-establishes a critical piece of the 40-mile Razorback Greenway at the North Bentonville Trail and Wishing Springs Trail. The project will include the construction of two new multi-use path segments and the resurfacing of an existing section of trail reconnecting the Razorback Greenway to the Wishing Springs Trail via the existing I-49 Bypass trail tunnel.

This item approves the Mayor and City Clerk to enter into an agreement with ARDOT, authorizing three grant awards for the project. These grants include:

2020:	ARDoT	TAP Grant in amount of \$500,000.
2021:	ARDoT via NWARPC	TAP Grant in amount of \$250,000
2022:	ARDoT via NWARPC	TAP Grant in amount of \$500,000

These three Transportation Alternatives Program (TAP) Grants total 1,250,000 for use in this project. All funds, even those awarded by Regional Planning, are administered by ARDoT.

TAP Grants are grants paid to the City on a reimbursable basis. Additionally, they require a 20% local match. For this item, we were able to secure an additional \$505,452 in grant funding from the Walton Family Foundation to serve as our local match. At the end of this project, all funding should come from grant awards.

This resolution authorizes the Mayor and Clerk to enter into agreement to accept the \$1,250,000 in funding from ARDoT. The budget adjustment places the \$1,250,000 in Park and Recreation's capital account to fund project's construction. If you have any questions regarding this item, call me at 479.254.2063 or email HGarrison@bentonvillear.com.



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

August 19, 2020

Mayor Stephanie Orman
City of Bentonville
117 West Central Ave.
Bentonville, AR 72712

Re: Razorback Regional Greenway Relocation Project at I-49 and North Walton Blvd.
FFY 2021 Transportation Alternatives Program

Dear Mayor Orman:

I am pleased to inform you the Razorback Greenway Relocation Project at I-49 and North Walton Blvd. was selected by the Northwest Arkansas Regional Planning Commission on July 22, 2020 for FFY 2021 TAP funding. The TAP funds awarded are shown below:

STBGP-A	\$ 250,000 (80% Federal)
City	\$ <u>62,500 (20% Local Match)</u>
Total	\$ 312,500

The TAP funding is subject to an obligation limitation and the total available funds may change after final FFY 2021 funding is published.

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2021. All required ARDOT submittals and required approvals for this project should be completed by August 15, 2021 in order to allow sufficient time to obligate the STBGP-A funds for this project.

Please note that STBGP-A projects "...must comply with applicable provisions in Title 23, such as project agreements, authorization to proceed prior to incurring costs, prevailing wage rates (Davis-Bacon), competitive bidding, and other contracting requirements, regardless of whether the projects are located within the right-of-way of a Federal-aid highway."

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,


Jeff Hawkins
Director

Cc: Mr. Chris Dillaha, ARDOT
Mr. Sunny Farmahan, ARDOT
Bentonville City Council

ARKANSAS STATE HIGHWAY COMMISSION

ROBERT S. MOORE, JR.
CHAIRMAN
ARKANSAS CITY

DALTON A. FARMER, JR.
VICE CHAIRMAN
JONESBORO

PHILIP TALDO
SPRINGDALE



P.O. Box 2261 • Little Rock, Arkansas 72203-2261
Phone (501) 569-2000 • Voice/TTY 711 • Fax (501) 569-2400
www.ARDOT.gov • www.IDriveArkansas.com

KEITH GIBSON
FORT SMITH

MARIE HOLDER
LITTLE ROCK

LORIE H. TUDOR, P.E.
DIRECTOR

December 11, 2020

The Honorable Stephanie Orman
Mayor of Bentonville
117 W. Central Ave.
Bentonville, AR 72712

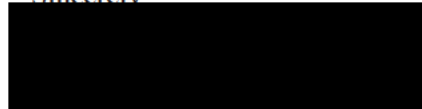
Dear Mayor Orman:

Reference is made to your application for Transportation Alternatives Program (TAP) funding for the Interstate 49 Interchange Trail project. We are pleased to inform you that this project has been selected to receive \$500,000 in Federal funding for construction. Because this project is in close vicinity to highway right-of-way, additional coordination may be required during project development. These awarded funds are made available for specific project purposes, not for awardees to utilize until expended.

A virtual program kick-off meeting will be held at 10:00 a.m. on Wednesday, January 6, 2021. It is important that the person in charge of the project attend this meeting to learn about the Federal requirements related to these funds. Please register for this meeting at <http://old.ardot.gov/tap/tap.aspx> prior to the date of the meeting to receive login information.

If you have any questions, please contact the Program Management Division at (501) 569-2481.

Sincerely



Lorie H. Tudor, P.E.
Director

c: Highway Commission
Deputy Director and Chief Operating Officer
Deputy Director and Chief Engineer
Assistant Chief Engineers
Construction
Environmental
Program Management
Right of Way
Transportation Planning and Policy
District 9
Mr. Dennis Birge, City of Bentonville
Mr. Tim Conklin, Assistant Director, NWARPC



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

September 20, 2022

Mayor Stephanie Orman
City of Bentonville
305 SW A Street
Bentonville, AR 72712

Re: Job No. 090630 I-49 Razorback Greenway Relocation Project – Construction
FFY 2023 Transportation Alternatives Program (TAP)

Total NWARPC Federal Funds Awarded to I-49 Razorback Greenway Relocation Project: \$750,000

Dear Mayor Orman:

I am pleased to inform you the I-49 Razorback Greenway Relocation Project was selected by the Northwest Arkansas Regional Planning Commission on August 24, 2022 for FFY 2023 TAP funding. The TAP funds awarded are shown below:

STBGP-A	\$500,000 (80% Federal)
City	<u>\$125,000 (20% Local Match)</u>
Total	\$625,000

The TAP funding is subject to an obligation limitation and the total available funds may change after final FFY 2023 funding is published.

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2023. All required ARDOT submittals and required approvals for this project should be completed by August 15, 2023 in order to allow sufficient time to obligate the STBGP-A funds for this project.

Please note that STBGP-A projects "...must comply with applicable provisions in Title 23, such as project agreements, authorization to proceed prior to incurring costs, prevailing wage rates (Davis-Bacon), competitive bidding, and other contracting requirements, regardless of whether the projects are located within the right-of-way of a Federal-aid highway."

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,


Jeff Hawkins
Director

Cc: Mr. Chris Dillaha, ARDOT
Mr. Sunny Farmahan, ARDOT
David Wright, Parks & Recreation Director
Hunter Garrison, Bike and Pedestrian Planner



ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261

Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

October 20, 2022

The Honorable Stephanie Orman
Mayor of Bentonville
305 SW "A" Street
Bentonville, AR 72712

Re: Job 090630
F.A.P. TAPU-TAPF-9036(27)
Bentonville Razorback Greenway Impvts.
Ph. 2 (TAP-20) (S)
Benton County

Dear Mayor Orman:

We have received your request for concurrence in award and the bid tabulations for the referenced project. The Department concurs in the award of the project in the amount of \$1,540,410.65 to the low bidder, Milestone Construction Company, LLC, of Springdale, based on a review of the bid tabulations and the City's certification that the project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations. The maximum approved Federal-aid amount for this project is \$750,000.00.

Once the contract is executed, you may issue a work order to begin construction. The Report of Daily Work Performed (Form LPA-015) must be submitted with each Construction Certification and Reimbursement Request (Form LPA-014) and the Final Acceptance Report (Form LPA-016) must be submitted at the completion of the project. All Forms referenced are available in digital format at www.ardot.gov/LPA. These forms must be submitted to David Bushey, the Department's Resident Engineer in Bentonville, who can be contacted at (479) 273-7634. Also, David must be invited to attend the pre-construction conference for this project. You must submit all change orders (Form LPA-022) to the contract to David for review and approval for program eligibility.



Jared D. Wiley
Assistant Chief Engineer – Planning

c: Deputy Director and Chief Engineer
Construction
Program Management
Transportation Planning and Policy
District 9
Resident Engineer #94
Job 090630 'C' File
Mr. Jeff Hawkins, Executive Director – NWA Regional Planning Commission

RESOLUTION NO. _____

**A RESOLUTION ADJUSTING THE 2022 BUDGET TO APPROPRIATE GRANT
AND OTHER FUNDS INTO CERTAIN ACCOUNTS FOR THE RAZORBACK
GREENWAY PROJECT AT THE I-49 INTERCHANGE; AND FOR OTHER
PURPOSES.**

WHEREAS, the City of Bentonville has received a grant from the Walton Family Foundation to fund a portion of the Razorback Greenway Project at the I-49 interchange; and

WHEREAS, additional federal funds have also been awarded in the form of direct grants; and

WHEREAS, these funds should be appropriated from these and other sources in order to proceed with construction of this project.

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

Section 1: The 2022 Budget is hereby adjusted to accept these and other funds and to appropriate the same to various accounts as noted below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	33110	Federal Direct Grant	\$ 500,000.00	
105030	33110	Federal Direct Grant	\$ 500,000.00	
105030	33110	Federal Direct Grant	\$ 250,000.00	
105030	33810	Local Grants	\$ 505,452.00	
105030	47390	Improv Other than Bldg/Other		\$ 46,000.00
105030	47390	Improv Other than Bldg/Other		\$ 1,694,451.72
			Totals	
			\$ 1,755,452.00	\$ 1,740,451.72
			Net Impact on Fund Balance	15,000.28

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 2: 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:

MAYOR

ATTEST:

CITY CLERK



Agenda Item Form

Date of City Council Meeting	11/8/2022
Department	Parks and Recreation Department
Submitted by	Hunter Garrison
Phone	(479) 254-2063

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution for City Council approval allowing the Mayor and City Clerk to enter into an agreement with CEI Engineering Associates Inc. for the construction administration of the Razorback Greenway I-49 Reroute totaling \$46,000.00.					

Estimated Cost	\$46,000.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Funded through a grant for \$505,452.00 from the Walton Family Foundation, as allocated in a previous Budget Adjustment Item.	



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: November 3, 2022
Re: City Council approval of a resolution authorizing the Mayor and Clerk enter into an agreement with CEI Engineering Associates Inc. for the construction administration of the Razorback Greenway I-49 Reroute totaling \$46,000.

Parks and Recreation Staff request Council's approval to enter into an agreement with CEI for the construction administration of the Razorback Greenway I-49 Reroute. The construction administration will include pre-construction meetings, on-site observation, review of payment applications, coordination of final inspections and closeout with the City of Bentonville. Construction administration cost will total \$46,000 and will be paid for as part of a larger grant from the Walton Family Foundation totaling \$505,452.00

This project will re-establish a critical piece of the 40 mile Razorback Greenway at the North Bentonville Trail and Wishing Springs Trail. The project will include the construction of two new multi-use path segments and the resurfacing of an existing section of trail reconnecting the Razorback Greenway to the Wishing Springs Trail via the existing I-49 Bypass trail tunnel. In total the project will include the construction of 880 linear feet of 12' concrete-multi-use path and the resurfacing of 1,360 linear feet of abandoned road bed. A portion of this trail is south of the I-49 bypass tunnel and will include the installation of a pre-fabricated bridge with abutments, a 3-rail wood fence and some utility work.

If you have any questions regarding this item, please email me at HGarrison@bentonvillear.com.

Attachments:

Proposal for Engineering Services from CEI



3108 SW Regency Parkway
Bentonville, AR 72712 / (479) 273-9472
CEI Contact: Zachary Hoyt – zhoyt@ceieng.com

City of Bentonville – Parks and Recreation Department
I-49 Razorback Greenway Relocation Construction Services
Bentonville Arkansas
Proposal for Engineering Services
October 10, 2022

I. PROJECT DESCRIPTION

We appreciate the opportunity to submit this proposal for the I-49 Razorback Greenway Relocation. The combined approximately 900-ft trail is to begin with a 12' concrete trail on the east side of Bella Vista Way, connecting to the existing Razorback Greenway Trail. The trail then continues east, over the Town Branch Creek with new 120-ft steel bridge, travels east to connect to existing ARDOT trail leading to tunnel under I-49. The concrete picks back up at the north end of the existing offramp bridge, curves east and down to connect to the existing Washing Springs portion of the Razorback Greenway.

Another portion of this project is an 12' asphalt mill and overlay trail that picks up at the northeast end of the tunnel under I-49, continues north and follows the abandoned offramp for I-49 Prior to the interchange reconstruction.

II. SCOPE OF BASIC SERVICES

A. Construction Administration / Construction Observation

CEI shall facilitate administration of construction including coordinating, pre-construction meeting, construction recommendations and alternatives, review contractor RFIs and shop drawings, submittals, project site observations, review of payment applications, and coordination of final inspections and closeout with the City of Bentonville. The above-mentioned items will be handled as an on-call service with the City of Bentonville Parks Department.

Fees, hourly not to exceed \$46,000.00

Construction Administration fees are charged only for services related to contractor support, such as responses to Requests for Information (RFIs) or coordination of services such as testing or municipal inspections, services or revisions as requested by Client, or as required for jurisdictional acceptance. Fee estimate above is based on an assumed construction duration of 4 months, or 18 5-day weeks and includes 30 hours of Project Manager, 10 hours of Project Engineer, 360 hours of Construction Observer (assumed 3hr per working day), and miscellaneous administration expenses. Should requested Construction Administration services exceed estimated fees, such additional services shall be invoiced at the standard hourly rates as detailed in Section VI below. Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be \$200 to be invoiced in accordance with Section VI below.

Total Fees \$46,000.00

III. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. A credit limit has been established for Client on this specific project and timely payments are required in order to avoid a cessation of work. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Project Documents

Client shall provide the following:

1. *Access to the Site*

C. Lien Releases

If the Client requests lien releases, the Client shall be responsible for the administrative costs, associated with processing lien releases at a rate of \$100.00 per release.

D. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of \$1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

IV. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the following services:
 - Environmental studies/report (e.g. Phase I & II ESAs)
 - Traffic study/report
 - Water flow test/distribution report
 - Historical and archeological studies
 - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc required for Large Sites (minimum 5 acres disturbed).
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Construction staking
- As-built survey/preparation of final record drawings

Boundary Issues

Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

V. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

ARKANSAS (04-01-22)

Officer / Branch Manager	\$ 225.00
Department Manager	\$ 205.00
Senior Project Manager	\$ 195.00
Program Manager	\$ 185.00
Project Manager	\$ 175.00
Assistant Project Manager	\$ 145.00
Senior Project Engineer	\$ 185.00
Project Engineer	\$ 165.00
Registered Landscape Architect	\$ 150.00
Registered Land Surveyor	\$ 155.00
Survey Project Manager	\$ 155.00
Assistant Survey Project Manager	\$ 125.00
Sr. Survey Party Chief	\$ 105.00
Survey Party Chief	\$ 90.00
Survey Technician	\$ 105.00
Field Specialist	\$ 75.00
Senior Project Designer	\$ 145.00
Project Designer	\$ 125.00
CAD Designer	\$ 100.00
CAD Technician	\$ 85.00
Construction Observer	\$ 100.00
Project Coordinator	\$ 120.00
Office Administrative Manager	\$ 110.00
Program Assistant	\$ 90.00
Administrative Assistant	\$ 75.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another engineering consultant to provide services outside of our area of practice, cost of such services will be charged at actual invoice cost, subject to prior approval by client.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

- V. CREDIT POLICY:** Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

Client's Initials _____

STANDARD TERMS AND CONDITIONS

Required for contract to be valid

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by engineers currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any utility services; or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client will pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association. Absent resolution by mediation they agree to binding arbitration under the Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI engineering Associates, Inc and the Client.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or emission due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressly written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontracts regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VI. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED: Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. Two copies of this Proposal and Agreement shall be signed by the Client and one copy shall be returned to CEI.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind
Contracting Entity

Print Name

Title

Date

Brent L. Massey

VP of Operations

10/5/2022

Signature, CEI Engineering Associates, Inc.

Print Name

Title

Date

RESOLUTION NO. _____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CEI ENGINEERING ASSOCIATES INC. IN THE AMOUNT OF FORTY SIX THOUSAND DOLLARS (\$46,000.00) FOR THE CONSTRUCTION ADMINISTRATION OF THE RAZORBACK GREENWAY I-49 REROUTE; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville previously approved the grant agreement with Walton Family Foundation to assist with the construction of the Razorback Greenway I-49 Reroute;

WHEREAS, the City of Bentonville to enter into an agreement with CEI Engineering Associates Inc. for the construction administration of the Razorback Greenway I-49 Reroute ; and

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into an agreement, in the amount of forty-six thousand dollars (\$46,000.00), with CEI Engineering Associates Inc. for the construction administration of the Razorback Greenway I-49 Reroute;

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

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

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	11/8/2022
Department	Parks and Recreation Department
Submitted by	Hunter Garrison, Bike and Pedestrian Planner
Phone	(479) 254-2063

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution requesting City Council's approval to award IFB 22-70 in the amount of \$1,540,410.65 with an additional 10% contingency of \$154,041.07 for a total of \$1,694,451.72 to Milestone Construction for the purchase of materials, labor and services to construct the Razorback Greenway I-49 Reroute.					

Estimated Cost	\$1,694,451.72
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Through Federal Transportation Alternatives Program grants totaling \$1,250,000 and a grant from the Walton Family Foundation totaling \$505,451.72, recognized in a previous Item.	



Memo



To: City Council, Mayor Orman
From: Hunter Garrison, Bike and Pedestrian Planner
Thru: David Wright, Parks and Recreation Director
Date: November 7th, 2022
Re: Bid Award IFB 22-70-Bentonville Razorback Greenway
Improvements I-49 Reroute

Parks and Recreation Staff is requesting City Council's approval to award IFB 22-70 in the amount of \$1,540,410.65 with an additional 10% contingency of \$154,041.07 for a total of \$1,694,451.72 to Milestone Construction Company LLC for the purchase of materials, labor and services for the construction of the Bentonville Razorback Greenway Improvements I-49 Reroute.

This project will re-establish a critical piece of the 40 mile Razorback Greenway at the North Bentonville Trail and Wishing Springs Trail. The project will include the construction of two new multi-use path segments and the resurfacing of an existing section of trail reconnecting the Razorback Greenway to the Wishing Springs Trail via the existing I-49 Bypass trail tunnel. In total the project will include the construction of 880 linear feet of 12' concrete-multi-use path and the resurfacing of 1,360 linear feet of abandoned road bed. A portion of this trail is south of the I-49 bypass tunnel and will include the installation of a pre-fabricated bridge with abutments, a 3-rail wood fence and some utility work.

The Parks and Recreation Department will pay for trails construction via multiple grants from the federal Transportation Alternatives Program (TAP) and the Walton Family Foundation.

If you have any questions regarding this item, please let me know. Please call me at 254-2063 or email hgarrison@bentonvillear.com.

Attachments:
CEI Engineers recommendation of award



ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261

Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

October 20, 2022

The Honorable Stephanie Orman
Mayor of Bentonville
305 SW "A" Street
Bentonville, AR 72712

Re: Job 090630
F.A.P. TAPU-TAPF-9036(27)
Bentonville Razorback Greenway Impvts.
Ph. 2 (TAP-20) (S)
Benton County

Dear Mayor Orman:

We have received your request for concurrence in award and the bid tabulations for the referenced project. The Department concurs in the award of the project in the amount of \$1,540,410.65 to the low bidder, Milestone Construction Company, LLC, of Springdale, based on a review of the bid tabulations and the City's certification that the project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations. The maximum approved Federal-aid amount for this project is \$750,000.00.

Once the contract is executed, you may issue a work order to begin construction. The Report of Daily Work Performed (Form LPA-015) must be submitted with each Construction Certification and Reimbursement Request (Form LPA-014) and the Final Acceptance Report (Form LPA-016) must be submitted at the completion of the project. All Forms referenced are available in digital format at www.ardot.gov/LPA. These forms must be submitted to David Bushey, the Department's Resident Engineer in Bentonville, who can be contacted at (479) 273-7634. Also, David must be invited to attend the pre-construction conference for this project. You must submit all change orders (Form LPA-022) to the contract to David for review and approval for program eligibility.

Sincerely,

Jared D. Wiley
Assistant Chief Engineer – Planning

c: Deputy Director and Chief Engineer
Construction
Program Management
Transportation Planning and Policy
District 9
Resident Engineer #94
Job 090630 'C' File
Mr. Jeff Hawkins, Executive Director – NWA Regional Planning Commission



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

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

September 9, 2022

City of Bentonville
Mr. Hunter Garrison
215 SW A Street
Bentonville, AR 72712

**Re: I49 Greenway Reroute
Bentonville, Arkansas
CEI Project No. 31893**

Mr. Garrison:

CEI has reviewed the bid for the I49 Greenway Reroute Project, taken August 25, 2022 and find them in order.

The low bidder has been identified as Milestone Construction Company, LLC, in the amount of \$1,540,410.65. CEI recommends award of bid to Milestone Construction Company, LLC.

If you have questions or concerns, please do not hesitate to call.
Respectfully submitted,

[Redacted Signature]
Zach Hoyt
Project Manager - Parks and Trails
CEI Engineering Associates, Inc.

Attached: Bid Tabulation Sheet



Bid Tabulation
 Project Name: I49 Greenway Reroute (IFB-22-70)
 Project Number: 31893
 Location: Bellavista Way/Interstate 49 Bentonville, AR
 Date: 9/9/2022

			Engineer's Estimate		Milestone Construction Company, LLC	
Item	Quantity	Unit	Cost	Total	Cost	Total
General						
1 Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 9,200.00	\$ 9,200.00
2 Insurance & Bonding	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 42,748.13	\$ 42,748.13
3 Staking	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 8,925.00	\$ 8,925.00
Demolition						
4 Clearing & Grubbing	0.5	AC	\$ 2,500.00	\$ 1,250.00	\$ 11,959.50	\$ 5,979.75
5 Removal & Disposal of Existing Concrete Sidewalk	440	SY	\$ 34.00	\$ 14,960.00	\$ 16.66	\$ 7,330.40
6 Removal & Disposal of Existing Asphalt	2,200	SY	\$ 25.00	\$ 55,000.00	\$ 19.04	\$ 41,888.00
7 Removal & Disposal of Existing Curb & Gutter	30	LF	\$ 15.00	\$ 450.00	\$ 15.86	\$ 475.80
8 Removal & Disposal of Existing Fence	110	LF	\$ 5.00	\$ 550.00	\$ 6.50	\$ 715.00
9 Removal & on site stockpile of 6" Topsoil	650	CY	\$ 25.00	\$ 16,250.00	\$ 14.64	\$ 9,516.00
10 Cleanup and haul off debris on existing bridge	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 3,570.00	\$ 3,570.00
11 Removal of 18" RCP	32	LF	\$ 15.00	\$ 480.00	\$ 35.33	\$ 1,130.56
12 Vegetative Clearance	145	LF	\$ 100.00	\$ 14,500.00	\$ 6.57	\$ 952.65
13 ARDOT Removal of 10' Concrete Multi-Use Trail	360	SY	\$ 34.00	\$ 12,240.00	\$ 18.19	\$ 6,548.40
14 ARDOT Removal of 4" Class 7 Base	390	SY	\$ 6.00	\$ 2,340.00	\$ 12.91	\$ 5,034.90
Erosion Control						
15 Erosion Control Maintenance	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,785.00	\$ 1,785.00
16 Silt Fence	4,000	LF	\$ 4.50	\$ 18,000.00	\$ 5.81	\$ 23,240.00
17 Rock Check Dam	2	EA	\$ 500.00	\$ 1,000.00	\$ 535.50	\$ 1,071.00
18 Concrete Washout	3	EA	\$ 900.00	\$ 2,700.00	\$ 595.00	\$ 1,785.00
19 Construction Entrance	500	SY	\$ 30.00	\$ 15,000.00	\$ 53.55	\$ 26,775.00
20 4' Orange Construction Fencing for Tree Preservation	400	LF	\$ 4.00	\$ 1,600.00	\$ 5.95	\$ 2,380.00
21 Big Red (Or Approved Equal)	15	LF	\$ 14.00	\$ 210.00	\$ 31.74	\$ 476.10
Site						
22 4" Concrete Multi-use Trail	1,250	SY	\$ 50.00	\$ 62,500.00	\$ 35.66	\$ 44,575.00
23 Burgundy Blended Concrete (for the medallion of colored concrete)	40	SY	\$ 140.00	\$ 5,600.00	\$ 104.13	\$ 4,165.20
24 4" Class 7 Base Multi-use Trail	1,400	SY	\$ 10.00	\$ 14,000.00	\$ 6.80	\$ 9,520.00
25 Mill and Overlay	1,850	SY	\$ 25.00	\$ 46,250.00	\$ 38.03	\$ 70,355.50
26 Standard Duty Asphalt within ARDOT ROW	1	LS	\$ 5,600.00	\$ 5,600.00	\$ 4,760.00	\$ 4,760.00
27 6" Class 7 Base for Asphalt within ARDOT ROW	1	LS	\$ 4,600.00	\$ 4,600.00	\$ 1,904.00	\$ 1,904.00
28 Gravel Mulch 0.5" - 1" Stone Size.	225	SY	\$ 20.00	\$ 4,500.00	\$ 19.84	\$ 4,464.00
29 Steel Edging	700	LF	\$ 9.00	\$ 6,300.00	\$ 14.89	\$ 10,423.00
30 Reinforced Concrete Retaining Wall	1,600	SFF	\$ 200.00	\$ 320,000.00	\$ 70.78	\$ 113,248.00
31 Tunnel Gray Paint Spectrum Rhino-Grip 8000	1,380	SY	\$ 13.00	\$ 17,940.00		\$ -
32 4" Solid Yellow Thermoplastic Striping City Property	250	LF	\$ 10.00	\$ 2,500.00	\$ 5.95	\$ 1,487.50
33 4" Dashed Yellow Thermoplastic Striping City Property	630	LF	\$ 10.00	\$ 6,300.00	\$ 5.95	\$ 3,748.50
34 4" Solid Yellow Thermoplastic Striping ARDOT Property	525	LF	\$ 10.00	\$ 5,250.00	\$ 5.95	\$ 3,123.75
35 4" Dashed Yellow Thermoplastic Striping ARDOT Property	2,050	LF	\$ 10.00	\$ 20,500.00	\$ 5.95	\$ 12,197.50
36 Tunnel Gray Paint Spectrum Rhino-Grip 8000	1,400	SY	\$ 20.00	\$ 28,000.00		\$ -
37 Pernament Bermuda Grass Sod	2,400	SY	\$ 6.50	\$ 15,600.00	\$ 5.36	\$ 12,864.00
38 Temporary Seeding for Denuded Areas	2,400	SY	\$ 2.50	\$ 6,000.00	\$ 2.98	\$ 7,152.00
39 Import Topsoil	550	CY	\$ 30.00	\$ 16,500.00	\$ 30.94	\$ 17,017.00
40 Undercut & Haul Off	3,000	CY	\$ 25.00	\$ 75,000.00	\$ 19.04	\$ 57,120.00
41 Structural Fill	14,900	CY	\$ 30.00	\$ 447,000.00	\$ 35.94	\$ 535,506.00
42 Pre-cast Prefab Bridge System 16'x85'	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 280,306.53	\$ 280,306.53
43 Dry Stacked Wall	350	SFF	\$ 40.00	\$ 14,000.00	\$ 35.70	\$ 12,495.00
44 3-Rail Wood Fence	720	LF	\$ 45.00	\$ 32,400.00	\$ 63.59	\$ 45,784.80
45 ARDOT 4" Concrete Multi-Use Trail Replacement	430	SY	\$ 50.00	\$ 21,500.00	\$ 47.60	\$ 20,468.00
46 ARDOT 4" Class 7 Base Replacement	460	SY	\$ 10.00	\$ 4,600.00	\$ 6.80	\$ 3,128.00
Utilities						
47 Adjust Existing Sewer Manhole Rim Elevation	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 4,165.00	\$ 4,165.00
48 18" HDPE Storm Pipe	160	LF	\$ 50.00	\$ 8,000.00	\$ 59.50	\$ 9,520.00
49 18" HDPE FES	2	EA	\$ 600.00	\$ 1,200.00	\$ 595.00	\$ 1,190.00
50 ARDOT 36" RCP	272	LF	\$ 100.00	\$ 27,200.00	\$ 150.94	\$ 41,055.68
51 ARDOT 36" FES	4	EA	\$ 1,400.00	\$ 5,600.00	\$ 1,785.00	\$ 7,140.00
Total Bid Amount			\$	1,664,470.00	\$	1,540,410.65

CITY OF BENTONVILLE PURCHASING DEPARTMENT
OFFICIAL BID TABULATION: IFB-22-70

Length of Trail:			2,389 LF		
ARDOT Segment:			315 LF		
			Milestone Construction Company, LLC		
Item	Description	Quantity	Unit	Cost (Per Unit)	Total (Extended Price)
General					
1	Mobilization	1	LS	\$ 9,200.00	\$ 9,200.00
2	Insurance & Bonding	1	LS	\$ 42,748.13	\$ 42,748.13
3	Staking	1	LS	\$ 8,925.00	\$ 8,925.00
Demolition					
4	Clearing & Grubbing	0.50	AC	\$ 11,959.50	\$ 5,979.75
5	Removal & Disposal of Existing Concrete Sidewalk	440	SY	\$ 16.66	\$ 7,330.40
6	Removal & Disposal of Existing Asphalt	2,200	SY	\$ 19.04	\$ 41,888.00
7	Removal & Disposal of Existing Curb & Gutter	30	LF	\$ 15.86	\$ 475.80
8	Removal & Disposal of Existing Fence	110	LF	\$ 6.50	\$ 715.00
9	Removal & on site stockpile of 6" Topsoil	650	CY	\$ 14.64	\$ 9,516.00
10	Cleanup and haul off debris on existing bridge	1	LS	\$ 3,570.00	\$ 3,570.00
11	Removal of 18" RCP	32	LF	\$ 35.33	\$ 1,130.56
12	Vegetative Clearance	145	LF	\$ 6.57	\$ 952.65
13	ARDOT Removal of 10' Concrete Multi-Use Trail	360	SY	\$ 18.19	\$ 6,548.40
14	ARDOT Removal of 4" Class 7 Base	390	SY	\$ 12.91	\$ 5,034.90
Erosion Control					
15	Erosion Control Maintenance	1	LS	\$ 1,785.00	\$ 1,785.00
16	Silt Fence	4,000	LF	\$ 5.81	\$ 23,240.00
17	Rock Check Dam	2	EA	\$ 535.50	\$ 1,071.00
18	Concrete Washout	3	EA	\$ 595.00	\$ 1,785.00
19	Construction Entrance	500	SY	\$ 53.55	\$ 26,775.00
20	4' Orange Construction Fencing for Tree Preservation	400	LF	\$ 5.95	\$ 2,380.00
21	Big Red (Or Approved Equal)	15	LF	\$ 31.74	\$ 476.10
Site					
22	4" Concrete Multi-use Trail	1,250	SY	\$ 35.66	\$ 44,575.00
23	Burgundy Blended Concrete (for the medallion of colored concrete)	40	SY	\$ 104.13	\$ 4,165.20
24	4" Class 7 Base Multi-use Trail	1,400	SY	\$ 6.80	\$ 9,520.00
25	Mill and Overlay	1,850	SY	\$ 38.03	\$ 70,355.50
26	Standard Duty Asphalt within ARDOT ROW	1	LS	\$ 4,760.00	\$ 4,760.00
27	6" Class 7 Base for Asphalt within ARDOT ROW	1	LS	\$ 1,904.00	\$ 1,904.00
28	Gravel Mulch 0.5" - 1" Stone Size.	225	SY	\$ 19.84	\$ 4,464.00
29	Steel Edging	700	LF	\$ 14.89	\$ 10,423.00
30	Reinforced Concrete Retaining Wall	1,600	SFF	\$ 70.78	\$ 113,248.00
31	Tunnel Gray Paint Spectrum Rhino-Grip 8000	1,380	SY		\$ -
32	4" Solid Yellow Thermoplastic Striping City Property	250	LF	\$ 5.95	\$ 1,487.50
33	4" Dashed Yellow Thermoplastic Striping City Property	630	LF	\$ 5.95	\$ 3,748.50
34	4" Solid Yellow Thermoplastic Striping ARDOT Property	525	LF	\$ 5.95	\$ 3,123.75
35	4" Dashed Yellow Thermoplastic Striping ARDOT Property	2,050	LF	\$ 5.95	\$ 12,197.50
36	Tunnel Gray Paint Spectrum Rhino-Grip 8000	1,400	SY		\$ -
37	Permanent Bermuda Grass Sod	2,400	SY	\$ 5.36	\$ 12,864.00
38	Temporary Seeding for Denuded Areas	2,400	SY	\$ 2.98	\$ 7,152.00
39	Import Topsoil	550	CY	\$ 30.94	\$ 17,017.00
40	Undercut & Haul Off	3,000	CY	\$ 19.04	\$ 57,120.00
41	Structural Fill	14,900	CY	\$ 35.94	\$ 535,506.00
42	Pre-cast Prefab Bridge System 14'x120'	1	LS	\$ 280,306.53	\$ 280,306.53
43	Dry Stacked Wall	350	SFF	\$ 35.70	\$ 12,495.00
44	3-Rail Wood Fence	720	LF	\$ 63.59	\$ 45,784.80
45	ARDOT 4" Concrete Multi-Use Trail Replacement	430	SY	\$ 47.60	\$ 20,468.00
46	ARDOT 4" Class 7 Base Replacement	460	SY	\$ 6.80	\$ 3,128.00
Utilities					
47	Adjust Existing Sewer Manhole Rim Elevation	1	EA	\$ 4,165.00	\$ 4,165.00
48	18" HDPE Storm Pipe	160	LF	\$ 59.50	\$ 9,520.00
49	18" HDPE FES	2	EA	\$ 595.00	\$ 1,190.00
50	ARDOT 36" RCP	272	LF	\$ 150.94	\$ 41,055.68
51	ARDOT 36" FES	4	EA	\$ 1,785.00	\$ 7,140.00
Total Bid Price:				\$ 1,540,410.65	



CEI Engineering Associates, Inc.
3108 SW Regency Parkway
Bentonville, AR 72712
Phone: (479) 273-9472
Zach Hoyt

ADDENDUM NUMBER 4: AMENDED BID FORM

!BIDDERS USE THIS FORM!

Bid Table
149 Greenway Reroute (IFB-22-70)
Bentonville, AR

CEI Project No: 31893

Length of Trail: 2,389 LF
ARDOT Segment: 315 LF

Item Description	Quantity	Unit	Cost (Per Unit)	Total (Extended Price)
General				
1 Mobilization	1	LS	\$ 9200.00	\$ 9200.00
2 Insurance & Bonding	1	LS	\$ 42,748.13	\$ 42,748.13
3 Staking	1	LS	\$ 8925.00	\$ 8925.00
Demolition				
4 Clearing & Grubbing	0.50	AC	\$ 11,969.50	\$ 5979.75
5 Removal & Disposal of Existing Concrete Sidewalk	440	SY	\$ 16.66	\$ 7330.40
6 Removal & Disposal of Existing Asphalt	2,200	SY	\$ 19.04	\$ 41,888.00
7 Removal & Disposal of Existing Curb & Gutter	30	LF	\$ 15.86	\$ 475.80
8 Removal & Disposal of Existing Fence	110	LF	\$ 6.50	\$ 715.00
9 Removal & on site stockpile of 6" Topsoil	650	CY	\$ 14.64	\$ 9516.00
10 Cleanup and haul off debris on existing bridge	1	LS	\$ 3570.00	\$ 3570.00
11 Removal of 18" RCP	32	LF	\$ 35.33	\$ 1,130.56
12 Vegetative Clearance	145	LF	\$ 6.57	\$ 952.65
13 ARDOT Removal of 10' Concrete Multi-Use Trail	360	SY	\$ 18.19	\$ 6548.40
14 ARDOT Removal of 4" Class 7 Base	390	SY	\$ 12.91	\$ 5034.90
Erosion Control				
15 Erosion Control Maintenance	1	LS	\$ 1785.00	\$ 1785.00
16 Silt Fence	4,000	LF	\$ 5.81	\$ 23,240.00
17 Rock Check Dam	2	EA	\$ 535.50	\$ 1,071.00
18 Concrete Washout	3	EA	\$ 595.00	\$ 1,785.00
19 Construction Entrance	500	SY	\$ 53.55	\$ 26,775.00
20 4' Orange Construction Fencing for Tree Preservation	400	LF	\$ 5.95	\$ 2,380.00
21 Big Red (Or Approved Equal)	15	LF	\$ 31.74	\$ 476.10
Site				
22 4" Concrete Multi-use Trail	1,250	SY	\$ 35.66	\$ 44,575.00
23 Burgundy Blended Concrete (for the medallion of colored concrete)	40	SY	\$ 104.13	\$ 4,165.20
24 4" Class 7 Base Multi-use Trail	1,400	SY	\$ 6.80	\$ 9,520.00
25 Mill and Overlay	1,850	SY	\$ 38.03	\$ 70,355.50
26 Standard Duty Asphalt within ARDOT ROW	1	LS	\$ 4760.00	\$ 4760.00
27 6" Class 7 Base for Asphalt within ARDOT ROW	1	LS	\$ 1904.00	\$ 1904.00
28 Gravel Mulch 0.5" - 1" Stone Size.	225	SY	\$ 19.84	\$ 4464.00
29 Steel Edging	700	LF	\$ 14.89	\$ 10,423.00
30 Reinforced Concrete Retaining Wall	1,600	SFF	\$ 70.78	\$ 113,248.00
31 Tunnel Gray Paint Spectrum Rhino Grip 8000 (LINE 31 REMOVED ADDENDUM 4)	1,380	SY	DO NOT BID LINE 31	DO NOT BID LINE 31
32 4" Solid Yellow Thermoplastic Striping City Property	250	LF	\$ 5.95	\$ 1487.50
33 4" Dashed Yellow Thermoplastic Striping City Property	630	LF	\$ 5.95	\$ 3748.50
34 4" Solid Yellow Thermoplastic Striping ARDOT Property	525	LF	\$ 5.95	\$ 3123.75
35 4" Dashed Yellow Thermoplastic Striping ARDOT Property	2,050	LF	\$ 5.95	\$ 12,197.50
36 Tunnel Gray Paint Spectrum Rhino Grip 8000 (LINE 36 REMOVED ADDENDUM 4)	1,400	SY	DO NOT BID LINE 36	DO NOT BID LINE 36
37 Permanent Bermuda Grass Sod	2,400	SY	\$ 5.36	\$ 12,864.00
38 Temporary Seeding for Denuded Areas	2,400	SY	\$ 2.98	\$ 7152.00
39 Import Topsoil	550	CY	\$ 30.94	\$ 17,017.00
40 Undercut & Haul Off	3,000	CY	\$ 19.04	\$ 57,120.00
41 Structural Fill	14,900	CY	\$ 35.94	\$ 535,506.00

42 Pre-cast Prefab Bridge System 14'x120" (LINE 42 UPDATED IN ADDENDUM 1)	1	LS	\$ 280,306.93	\$ 280,306.93
43 Dry Stacked Wall	350	SFF	\$ 35.70	\$ 12,495.00
44 3-Rail Wood Fence	720	LF	\$ 63.59	\$ 45,784.80
45 ARDOT 4" Concrete Multi-Use Trail Replacement	430	SY	\$ 47.60	\$ 20,468.00
46 ARDOT 4" Class 7 Base Replacement	460	SY	\$ 6.80	\$ 3,128.00

Utilities

47 Adjust Existing Sewer Manhole Rim Elevation	1	EA	\$ 4165.00	\$ 4165.00
48 18" HDPE Storm Pipe	160	LF	\$ 59.50	\$ 9,520.00
49 18" HDPE FES	2	EA	\$ 595.00	\$ 1,190.00
50 ARDOT 36" RCP	272	LF	\$ 150.94	\$ 41,055.68
51 ARDOT 36" FES	4	EA	\$ 1785.00	\$ 7,140.00

Total (stated in numbers):

1,540,410.65

Total (stated in words):

One Million Five hundred Forty Thousand Four hundred Ten dollars & 65/100

[AMENDED PLANS FOLLOW]



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

EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Milestone Construction Company, LLC Phone Number: 479-751-3560

Business Address (Full Street/City/State/Zip): 2002 S. 48th Street Suite A
Springdale, AR 72702

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

Name of Contact Person: Lance Norsworthy Email: lnorsworthy@mstonecc.com

Signature of Authorized Person: [Redacted Signature] Date: 8/25/2022

Printed or Typed Name: Lance Norsworthy Title: Manager

Arkansas Contractor's License Number: 0156050423

A State of Arkansas Contractor's License is not required to bid on the project; however, no contractor shall submit a bid prior to submitting an initial application (which does not require a full audit) for licensure, and no construction contract shall be executed until the successful bidder has furnished an appropriate license issued by the State of Arkansas Contractor's Licensing Board.

Sales or Use Tax ID Number: 14-1916629

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

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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.	LN										
Proof of insurance, or the ability to acquire, as defined herein.	LN										
5% Bid Guarantee, as specified herein.	LN										
APPENDIX A: SUBCONTRACTOR DISCLOSURE (completed, if applicable)	LN										
APPENDIX B: NON-COLLUSION AFFIDAVIT (completed and notarized)	LN										
APPENDIX C: BIDDER QUALIFICATIONS (completed)	LN										
APPENDIX D: CONTRACTOR/VENDOR DISCLOSURE (completed)	LN										
APPENDIX E: GENERAL SPECIFICATIONS (completed)	LN										
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. <table><tr><td><u>ADDENDUM NUMBER</u></td><td><u>DATE OF ISSUANCE</u></td></tr><tr><td># 001</td><td>8-10-2022</td></tr><tr><td># 002</td><td>8-11-2022</td></tr><tr><td># 003</td><td>8-15-2022</td></tr><tr><td># 004</td><td>8-19-2022</td></tr></table>	<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>	# 001	8-10-2022	# 002	8-11-2022	# 003	8-15-2022	# 004	8-19-2022	LN
<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>										
# 001	8-10-2022										
# 002	8-11-2022										
# 003	8-15-2022										
# 004	8-19-2022										

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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

BIDDER DECLARATION

BIDDERS ARE REQUIRED TO COMPLETE THIS SECTION AND SUBMIT IT WITH THEIR BID

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 [REDACTED]

Company Name: Milestone Construction Company LLC By (Authorized Person's Signature): [REDACTED]

State of incorporation (required if Company is a corporation): Arkansas

Full names of all partners (required if Company is a partnership): Sam Hollis, Travis Ruff, Mike Davis

Printed Name and Title: Sam R. Hollis President

Date: 8/24/22

Arkansas State Contractor's License Number (if applicable, or proof of statement of application submitted as described herein): 0156050423

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Search Incorporations, Cooperatives, Banks and Insurance Companies

This is only a preliminary search and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed. Please review our [NAME AVAILABILITY GUIDELINES HERE](#) prior to searching for a new entity name.

[Printer Friendly Version](#)

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

[Begin New Search](#)

For service of process contact the [Secretary of State's office](#).

Corporation Name	MILESTONE CONSTRUCTION COMPANY, LLC
Fictitious Names	
Filing #	800044464
Filing Type	Limited Liability Company
Filed under Act	Domestic LLC; 1003 of 1993
Status	Good Standing
Principal Address	
Reg. Agent	SAM R. HOLLIS
Agent Address	2002 S. 48TH ST. SPRINGDALE, AR 72762
Date Filed	10/20/2004
Officers	SEE FILE, Incorporator/Organizer GINA R. MORAN , Tax Preparer
Foreign Name	N/A
Foreign Address	
State of Origin	N/A

[Purchase a Certificate of Good Standing for this Entity.](#)

[Pay Franchise Tax for this corporation](#)



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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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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

C

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of lawful age, being first duly sworn, on oath

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

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

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

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

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

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

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

Signature

Title:

Manager

Subscribed

day of

August

, 20

22

Notary Pub

My commission expires:

09/20/2022





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

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall provide at least three (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
Doug Sprouse or Chad Wolf	479-750-8114 479-750-8105	Shaw Family Park	September 2019 - August 2020
Wade Abernathy	479-575-8363	Town Center Plaza	December 2020 - May 2021
Eric Carr	479-263-4245	CL George Park Striping & Concrete	January 2022 - February 2022

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

Work Completed in the Past 5 Years

Project Name	Project Owner	Architect	Contract		Date of Completion	% of Work by Milestone
			Amount			
The Crossings 5600 US-412 Springdale, AR 72762	CL George & Sons Springdale, AR	McClelland Engineers Fayetteville, AR	\$ 1,549,900.00		Aug-21	10%
Rogers Virtual School 605 W Dyke Road Rogers, AR 72758	Rogers School District Rogers, AR	Hight-Jackson Associates Rogers, AR	\$ 660,222.00		Aug-21	10%
Cross Church Student Renovation 1709 Johnson Road Springdale, AR 72762	Cross Church Springdale, AR	Core Architects Rogers, AR	\$ 1,139,250.00		Dec-21	10%
Bright Ridge Dental 1603 SW Regional Airport Blvd Bentonville, AR 72712	Bright Ridge Dental Holdings, LI Bentonville, AR	LI GHN Architects & Engineers Springfield, MO	\$ 495,521.00		Dec-21	5%
HVAC Improvements Fayetteville, AR	Fayetteville Public Schools Fayetteville, AR	Lewis Architects Little Rock, AR	\$ 1,149,225.00		Jul-21	15%
Town Center Restoration 15 W. Mountain Street Fayetteville, AR 72701	City of Fayetteville Fayetteville, AR	DEMEX Fayetteville, AR	\$ 427,919.00		May-21	50%
Fire Station No. 9 7561 W. Downum Rd Springdale, AR 72762	City of Springdale Springdale, AR	MBL Architects Fayetteville, AR	\$ 2,090,000.00		Apr-21	15%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Streets at Ball Road Ball & County Line Rd Springdale, AR 72762	City of Springdale Springdale, AR	ESI Engineers Springdale, AR	\$ 3,733,110.00	Apr-21	5%
Shaw Park 7341 W. Downum Rd Springdale, AR 72762	City of Springdale Springdale, AR	ESI Engineers Springdale, AR	\$ 10,485,000.00	Mar-21	20%
HVAC Improvements for Elmwood & Oakdale Schools 1610 S. 13th St./511 N. Dixieland Rogers, AR 72758	Rogers Public Schools Rogers, AR	Hight-Jackson Architecture Rogers, AR	\$ 1,318,126.00	Dec-20	20%
Bellafont Building 3790 N. Bellafont Blvd. Fayetteville, AR 72703	OD Building, LLC Springdale, AR	Core Architects Rogers, AR	\$ 3,582,443.00	Nov-20	15%
Thaden School Phase 2 SE 8th Street & S. Main Street Bentonville, AR 72712	Thaden School Bentonville, AR	Marlon Blackwell Architects 42 E. Center Street Fayetteville, AR 72701	\$ 39,092,763.00	Sep-20	20%
Westside Elementary 2200 West Oak St. Rogers, AR 72758	Rogers School District Rogers, AR	Modus Studios Fayetteville, AR	\$ 5,462,340.00	Sep-02	25%
Rogers Emergency Training Addition & Remodel 3003 West Oak Street Rogers, AR 72758	City of Rogers Rogers, AR	DEMEX Architecture Fayetteville, AR	\$ 735,000.00	Aug-20	15%
Fire Station No. 8 2246 E. Huntsville Ave. Springdale, AR 72762	City of Springdale Springdale, AR	MBL Architects Fayetteville, AR	\$ 3,029,800.00	Jun-20	15%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Bank of Gravette 211 Main Street SE Gravette, AR 72736	Legacy National Bank Springdale, AR 72762	KSA Architects Fayetteville, AR	\$ 2,125,000.00	May-20	20%
XNA Security Checkpoint Expansion One Airport Blvd Bentonville, AR 72712	NW/ARA One Airport Blvd., Suite 100 Bentonville, AR 72712	WD&D 2434 E Joyce Blvd., Suite 10 Fayetteville, AR 72703	\$ 4,158,900.00	Jan-20	25%
NW/ACC-Washington County 6101 Watkins Ave. Springdale, AR 72762	NW/ACC Bentonville, AR	Hight Jackson Associates Rogers, AR	\$ 10,865,051.00	Oct-19	20%
Archer Learning Center 600 Ashe Street Springdale, AR	Springdale School District Springdale, AR	Hight-Jackson Architects Rogers, AR	\$ 1,077,493.00	Aug-19	30%
Memorial Park 205 E. Jefferson Siloam Springs, AR 72761	City of Siloam Springs Siloam Springs, AR	CARBO Landscape Architecture Baton Rouge, LA	\$ 3,032,630.00	May-19	15%
Fire Station No. 7 7867 Har-Ber Ave. Springdale, AR 72762	City of Springdale Springdale, AR	MBL Architects Fayetteville, AR	\$ 2,910,699.00	Jul-19	10%
MANA-Urgent Care 1673 N. College Ave. Fayetteville, AR 72701	Medical Associates of NW/A Fayetteville, AR	Key Architecture Fayetteville, AR	\$ 1,214,291.00	Dec-18	20%
Glad Locker Room Renovation 1700 N. 13th Street Rogers, AR 72756	Glad Manufacturing Rogers, AR	Hight Jackson Architects Rogers, AR	\$ 1,393,379.00	Dec-18	20%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Tyson Tower 1 2200 W. Don Tyson Parkway Springdale, AR 72762	Tyson Foods, Inc. Springdale, AR	HOK Architects St. Louis, MO	\$ 10,563,420.00	Oct-18	15%
First Presbyterian Church Addition and Remodel Fayetteville, AR	First Presbyterian Church Fayetteville, AR	Fennell, Purifoy Architects Little Rock, AR	\$ 952,195.00	Oct-18	35%
First Baptist Church-Phase 3C 3364 W. Pleasant Grove Rogers, AR 72758	First Baptist Church Rogers, AR	Hight Jackson Associates Rogers, AR	\$ 1,450,000.00	Aug-18	10%
Legacy National Bank 2904 S. Walton Blvd. Bentonville, AR 72712	Legacy National Bank Springdale, AR	KSA Fayetteville, AR	\$ 2,551,495.00	Sep-18	12%
Elkins High School Football Stadium, Admin Bldg. Weight Room	Elkins School District Elkins, AR	Hight Jackson Associates Rogers, AR	\$ 4,792,360.00	Sep-18	18%
MANA-MRI 801 SE Plaza Bentonville, AR 72712	Medical Associates of NWA Fayetteville, AR	Key Architecture, Inc. Fayetteville, AR	\$ 372,800.00	Jun-18	10%
Road Runner #1105 1632 Richmond Road Texarkana, TX 75503	Petro Plus N. Little Rock, AR	Architect Plus Fort Smith, AR	\$ 2,537,516.00	Jun-18	10%
Road Runner #1106 4613 W. 7th Street Texarkana, TX 75501	Petro Plus N. Little Rock, AR	Architect Plus Fort Smith, AR	\$2,754,968.00	Jun-18	10%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
MANA-Pinnacle Hill 3730 S. Pinnacle Hills Parkway Rogers, AR 72758	Medical Associates of NWA Fayetteville, AR	Kim Fugitt Fayetteville, AR	\$2,886,000.00	May-18	12%
Cross Church Fayetteville Campus 2800 W. McMillian Drive Fayetteville, AR 72704	Hunt Ventures Rogers, AR	CMH Architects Birmingham, AL	\$ 11,667,500.00	Feb-18	15%
Tyson Original Headquarters 319 E. Emma Ave. Springdale, AR 72764	Tyson Foods, Inc. Springdale, AR	HOK Architects St. Louis, MO 63102	\$ 12,401,886.00	Dec-17	36%
Glad Manufacturing-Phase B 1700 N. 13th St. Rogers, AR 72756	Glad Manufacturing Rogers, AR	Hight Jackson Architects Rogers, AR	\$ 796,000.00	Nov-17	12%
Northwest Medical Center Bentonville, AR 72712	Gary Stearman Prairie Grove, AR	Hight Jackson Architects Rogers, AR	\$ 2,866,080.00	Nov-17	15%
Road Runner Store #1102 5720 Four States Fair Pkwy Texarkana, AR 71854	Petro Plus, Inc. N. Little Rock, AR	Architecture Plus Fort Smith, AR	\$ 744,000.00	Nov-17	10%
Road Runner Store #1101 4101 North Kings Hwy Texarkana, TX 75503	Petro Plus, Inc. N. Little Rock, AR	Architecture Plus Fort Smith, AR	\$ 658,000.00	Nov-17	10%
Nestle Interior Finish 3605 Southern Hills Blvd., Suite 100 Rogers, AR 72758	Nestle Foods Rogers, AR	N/A	\$ 550,000.00	Sep-17	25%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Crossroads ALC- Bldg. & Site 305 North 2nd Street Rogers, AR 72756	Rogers Public School District Rogers, AR	JKJ Architects Rogers, AR	\$ 3,448,831.00	Aug-17	12%
Ramay/Woodland Jr. High HVAC Renovations Fayetteville, AR	Fayetteville Schools Fayetteville, AR	Hight Jackson Architects Rogers, AR	\$ 932,750.00	Aug-17	10%
Mi Dici Pizza 2203 Promenade Blvd., Ste 3110 Rogers, AR 72756	Roberto Dennisio Corporation Rogers, AR	WER Architects Fayetteville, AR	\$ 463,120.00	Aug-17	18%
Haas Hall Academy 922 E. Emma Avenue Springdale, AR 72764	Haas Hall Academy Fayetteville, AR	Core Architects Rogers, AR	\$ 897,000.00	Aug-17	20%
First Baptist Church Joplin 4128 South Connecticut Street Joplin, MO 64804	First Baptist Church Joplin Joplin, MO	Hight Jackson Architects Rogers, AR	\$ 3,342,000.00	Jul-17	12%
Walter Tumbow Park- Phase 1B 123 S. Johnson Ave. Springdale, AR 72764	City of Springdale 201 Spring Street Springdale, AR 72764	USI Consulting Engineers Springdale, AR 72762	\$ 1,723,200.00	Jul-17	65%
Alice Walton Airport Terminal JOC Projects Bentonville, AR	Alice Walton Airport Terminal Bentonville, AR	N/A	Varies	Varies	10%
GLAD Manufacturing Breakroom/Bathroom Renovation 1700 N. 13th St. Rogers, AR 72756	GLAD Manufacturing Rogers, AR	Hight Jackson Architects Rogers, AR	\$ 393,042.00	Jul-17	5%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Jones Center Fitness Center-Reno. 922 E. Emma Avenue Springdale, AR 72764	Jones Center Springdale, AR	Core Architects Rogers, AR	\$ 560,715.00	May-17	23%
Road Runner #15 800 South Broadway Little Rock, AR 72201	Petro Plus, LLC North Little Rock, AR 72114	Don Spann 1108 W Poplar Street Rogers, AR 72756	\$ 1,974,500.00	Apr-17	23%
Legacy Operations Center 4093 W. Sunset Ave. Springdale, AR 72762	Legacy Bank Springdale, AR	Ken Shireman Fayetteville, AR	\$ 291,500.00	Apr-17	10%
First Western Bank Branch 1108 S. Walton Blvd. Bentonville, AR 72712	First Western Bank Rogers, AR	JKJ Architects Rogers, AR	\$ 2,200,000.00	Apr-17	10%
NWA Regional Airport Administrative Office Remodel	NWA Regional Airport Bentonville, AR	Hight Jackson Architects Rogers, AR	\$ 240,000.00	Apr-17	7%
NWA Regional Airport Rental Car Maintenance Facility Repair	NWA Regional Airport Bentonville, AR	N/A	\$ 488,365.00	Apr-17	7%
Crossroads ALC-Demo Rogers, AR	Rogers Public School District Rogers, AR	JKJ Architects Rogers, AR	\$ 64,650.00	Dec-16	99%
Ronald McDonald House 3215 N. North Hills Blvd. Fayetteville, AR 72703	Arkoma	Studio 6 Fort Smith, AR	\$ 732,000.00	Dec-16	10%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Boy Scouts of America 3409 Elm Springs Road Springdale, AR 72762	Boy Scouts of America Fort Smith, AR	Burrows & Associates Alma, AR	\$ 95,000.00	Dec-16	10%
The Breast Center 55 W. Sunbridge Ave. Fayetteville, AR	MANA 3833 N. Mana Ct Fayetteville, AR 72703	Key Architects Fayetteville, AR	\$ 800,000.00	Nov-16	10%
Walmart DRF Rogers, AR	Walmart Stores, Inc. Bentonville, AR	RW Lawson Pittsburgh, PA	\$ 806,000.00	Oct-16	15%
Med Express Seneca 3006 South Seneca Street Wichita, KS 67217	MedExpress West VA	Neilson Architects, Inc. Bentonville, AR	\$ 1,007,000.00	Oct-16	16%
NWH Medical Clinic 4077 Elm Springs Road Springdale, AR	BV Ventures Springdale, AR 72762	Hight Jackson Architects 5201 Village Parkway, Suite 300 Rogers, AR 72756	\$ 4,500,000.00	Oct-16	20%
Galloway Suite 701/702 Fayetteville, AR	Scott Galloway Houston, TX	MDX Architects Fayetteville, AR	\$ 558,000.00	Oct-16	10%
PLP Phase II Rogers, AR	PLP, Inc. Rogers, AR	N/A	\$ 200,080.00	Sep-16	35%
Med Express Maize Road 1261 Maize Road Wichita, KS	Med Express Urgent Care West VA	Neilson Architects, Inc. Bentonville, AR 72712	\$ 1,053,000.00	Sep-16	16%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
New Tech Phase III Rogers, AR	Rogers Public Schools Rogers, AR	JKJ Architects Rogers, AR	\$ 182,000.00	Aug-16	20%
Northside Elementary Rogers, AR	Rogers Public Schools Rogers, AR	JKJ Architects Rogers, AR	\$ 238,000.00	Aug-16	20%
Lincoln Middle School Gym Lincoln, AR	Lincoln Consolidated Schools Lincoln, AR	Lewis, Elliot Architects Little Rock, AR	\$ 292,000.00	Aug-16	25%
Alice Walton Regional Airport Misc. JOC Projects Bentonville, AR	Alice Walton Regional Airport Bentonville, AR	WD & D Architects Fayetteville, AR	\$ 850,000.00	Aug-16	35%
Tyson Foods Demolition Springdale, AR	Tyson Foods Springdale, AR	HOK Architects St. Louis, MO	\$ 1,855,000.00	Aug-16	20%
Westwood Elementary School Window Replacement & Addition Springdale, AR	Springdale Public Schools Springdale, AR	WD&D Architects 5201 Village Parkway, Suite 300 Rogers, AR 72758	\$ 1,050,000.00	Aug-16	20%
Temporary Breast Center Fayetteville, AR	MANA 3383 N. Mana Ct. Fayetteville, AR 72703	Key Architects Fayetteville, AR	\$ 173,000.00	Jul-16	20%



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

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Milestone Construction Company, LLC

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.**

SW Initials



SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

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

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

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
1.	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2.	The awarded Bidder shall follow all federal, state and local safety regulations.	X	
3.	The awarded Bidder shall execute the Contract and provide Performance and Payment Bonds as specified prior to work beginning.	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	



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

9. 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) ☐ Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning: _____

Workmanship Warranty:

Bidder warrants that the workmanship and material shall be free from defect for a period of One (1) years upon 100% completion of the work as approved by the City.

☒ Agree (As Specified) ☐ Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning: _____

State of Arkansas
Commercial Contractors Licensing Board

MILESTONE CONSTRUCTION COMPANY, LLC
2002 S 48TH ST
SPRINGDALE, AR 72762

MILESTONE CONSTRUCTION COMPANY, LLC

This is to Certify That

_____ is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)

This contractor has an unlimited suggested bid limit.

from May 20, 2022 **until** April 30, 2023 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:



CHAIRMAN

SECRETARY

May 20, 2022 - dsa



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

SUBCONTRACTOR DISCLOSURE

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.
Gall Excavation, INC	0152110423	Site Demo/Construction storm drainage	Y
Avilas NF Concrete Construction LLC	0371420323	Concrete Trail	Y



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterling Seacrest Pritchard P O Box 16445 Little Rock AR 72231		CONTACT NAME: Marla Williams PHONE (A/C, No, Ext): (501) 588-0857 FAX (A/C, No): (501) 251-1135 E-MAIL ADDRESS: marlaw@sspins.com	
INSURED Milestone Construction Co., LLC 2002 South 48th Street Springdale AR 72762		INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Mutual Insurance Co INSURER B: Atlantic Specialty Ins Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23396 27154	

COVERAGES **CERTIFICATE NUMBER:** 21/22 All Lines **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blanket Contractual Liability ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	CPP20262171802	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	CA20262141802	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	CU20336521602	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y	N/A	Y	WC20262351702	12/01/2021	12/01/2022	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
B	Blanket Builders Risk			7900210100005	12/01/2021	12/01/2022	Limit Per Jobsite \$10,000,000 Deductible \$2,500 Wind/Hail Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: BGE, Inc. Office Expansion

The following applies when required in written contract or agreement: Certificate holder and owner are included as additional insureds on a primary and non-contributory basis with respect to General Liability (including completed operations), Auto Liability. Waiver of subrogation is provided on General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

OWNER:

(Name, legal status and address)

City of Bentonville, Arkansas
1000 SW 14th Street
Bentonville, AR 72712

BOND AMOUNT: \$ Five Percent of Bid Amount---(5%)

PROJECT:

(Name, location or address, and Project number, if any)

Bentonville Razorback Greenway Improvements I-49 Detour

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

ADDITIONS AND DELETIONS:

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of August 2022



(Seal)

President

(Title)

Travelers Casualty and Surety Company of America

(Seal)

(Seal)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

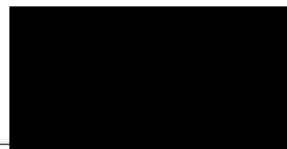
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Pamela K Hays** of **NORTH LITTLE ROCK**, **Arkansas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

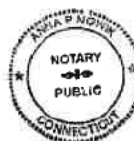
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **18th** day of **August**, 2022




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

RESOLUTION NO. _____

A RESOLUTION AWARDED BID IFB 22-70 FOR THE CONSTRUCTION OF BENTONVILLE RAZORBACK GREENWAY IMPROVEMENTS (I-49 REROUTE) TO MILESTONE CONSTRUCTION COMPANY, LLC. IN THE AMOUNT OF ONE MILLION SIX HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED FIFTY-ONE DOLLARS AND SEVENTY-TWO CENTS (\$1,694,451.72) (INCLUDING CONTINGENCY); AND FOR OTHER PURPOSES.

WHEREAS, Milestone Construction Company, LLC. is the lowest qualified bidder for bid IFB-22-70;

WHEREAS, this contract covers the materials, labor and services for the construction of the Bentonville Razorback Greenway Improvements (I-49 Reroute); and

WHEREAS, this contract will be paid using grant funds.

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 contract with Milestone Construction Company, LLC. in the amount of one million six hundred ninety-four thousand four hundred fifty-one dollars and seventy-two cents (\$1,694,451.72) (including contingency) for the materials, labor and services for the construction of the Bentonville Razorback Greenway Improvements (I-49 Reroute);

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	3/8/2022
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):					
Council approval of a resolution authorizing a contract amendment with Ecological Design Group and budget adjustment, in the amount of \$7,000.00, for the design of pickleball complex at the future Creekside Park.					

\$	\$7,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	
Contract adjustment funded by the park impact fees account.	





Budget Adjustment Request

Date of City Council Meeting	11/8/2022
Department	Parks and Recreation
Submitted by	Wade Tomlinson
Phone	(479) 271-3392

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>
Resolution authorizing the council to approve a budget adjustment to fund design services for the pickleball courts at Creekside Park.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	39192	Park Impact Fees	\$ 7,000.00	
105030	47390	Improv Other than Bldg/Other		\$ 7,000.00
		Totals	\$ 7,000.00	\$ 7,000.00
		Net Impact on Fund Balance	\$ -	

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



117 West Central Avenue, Bentonville, AR 72712

www.bentonvillear.com

PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: J. Wade Tomlinson, Parks Planner
Thru: David Wright, Parks and Recreation Director
Date: November 8, 2022
Re: Contract amendment to EDG for design services for pickleball courts at Creekside Park

The Bentonville Parks and Recreation Department is requesting City Council's approval to amend the contract with EDG Inc. to include pickleball court design and construction management services. Additionally funding for this service will come from the park impact fees using a budget adjustment.

Construction of Creekside Park is underway. The Park is expected to be open to the public by the spring of 2023. The bid plans did not call for pickleball courts. However, since construction started there has been an increase in public demand for access to the sport driving the need for new outdoor pickleball courts. It was determined that placing eight courts at Creekside Park was a good option because of available space and accessibility. We also learned that since the contractor was already on site the construction costs would be substantially less expensive than building them elsewhere under a separate contract and contractor mobilization.

With this information staff worked with the designer on a proposal for services for the design of new courts. In this contract extension EDG will address schematic designs, design development, construction documents and construction administration for developing eight new pickleball courts.

These courts will be the city's first dedicated outdoor courts complete with lighting and perimeter fencing. The courts will be adjacent to Creekside Park parking lots, access trails, restrooms, pavilion, and other core amenities.

The agreement with EDG Inc. is valued at \$397,375.00. The request of council is to increase the contract by adding \$7,000.00. We are asking the city council to approve a budget adjustment for \$7,000 to fund the design of the new pickleball courts.

If you have any questions regarding this item, please let me know. Please call me at 271-3392 or email wtomlinson@bentonvillear.com.

Attachments:
Agreement with EDG



October 21, 2022

Mr. David Wright
Parks and Recreation Director
City of Bentonville
215 SW A St.
Bentonville, AR 72712

RE: Future Park at 28th Street, Bentonville Arkansas

Dear Mr. Wright:

Per your request, we are pleased to submit the following amendment to our proposal for professional services regarding the above-mentioned project. The purpose of the Additional Services proposed herein is to provide construction plans for 8 pickleball courts with lighting, fencing, associated revisions, including revised stormwater detention pond grading/calculations and submittal to the City Engineering Department for review and approval. This additional scope also includes updating the drainage report for the planned Creekside Park improvements.

BASIC SERVICES

TASK A: Construction Documents/Plan Revisions (Pickleball Courts):

1. Provide stamped civil site construction drawings for the addition of 8 pickleball courts including storm drainage updates as required.
 - a. Site Layout Plan
 - b. Site Utility Plan
 - c. Site Grading & Drainage Plan
 - d. Erosion Control Plan
 - e. Site Stormwater Details
 - f. Planting Plan
2. Submit Construction Drawings as a revision to the City of Bentonville in accordance with construction revision approval process in etrakit.
3. Revise and resubmit plans based on City staff comments, if required.

TASK B: Construction Administration (Pickleball Courts):

Perform Construction Administration for the installation of the pickleball courts and associated site work including the following tasks:

1. RFI tracking and responses;
2. Submittal log schedule;
3. Submittal reviews;
4. Shop drawing reviews;
5. Pay application review; and
6. Site construction observation as required to confirm compliance with the construction documents, resolve infield conflicts with design intent, photo documentation of all elements of construction.

REMUNERATION

We propose to perform the basic services described above for the lump sum fees listed below:

Basic Services:

TASK A: Construction Documents/Plan Revisions (Pickleball Courts)	\$ 4,000.00
TASK A: Construction Administration (Pickleball Courts)	\$ 3,000.00

TOTAL FEE \$ 7,000.00

Indemnification:

Without waiving immunity pursuant to the law, the Client shall hold harmless and indemnify EDG, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts, or omissions, and / or material breach of the contract of Client, its agents, servants, employees, or lower tiered contractors in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have hereto executed this agreement.

CONTRACTOR:



Date: October 21, 2022

Brahm Driver, PE
Ecological Design Group, Inc.
216 West Birch Street
Rogers, Arkansas 72756

OWNER:

Date: _____

City of Bentonville, Arkansas

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDMENT TO THE AGREEMENT WITH ECOLOGICAL DESIGN GROUP, INC. TO INCLUDE PICKLEBALL COURT DESIGN AND CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE CREEKSIDE PARK PROJECT; APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF SEVEN THOUSAND DOLLARS (\$7,000.00) TO ACCOUNT 105030-47390 – IMPROVEMENTS OTHER THAN BUILDINGS; AND FOR OTHER PURPOSES.

WHEREAS, Ecological Design Group, Inc. was previously awarded the contract for the design of Creekside Park;

WHEREAS, an amendment is requested in order to include pickleball court design and construction management services; and

WHEREAS, a budget adjustment in the amount of seven thousand dollars (\$7,000.00) from Parks Impact Fees to Account 105030-47390 – Improvements Other than Buildings is requested to fund this amendment.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Ecological Design Group, Inc. in the amount of seven thousand dollars (\$7,000.00) in order to include pickleball court design and construction management services with the Creekside Park project;

Section 2: A budget adjustment in the amount of seven thousand dollars (\$7,000.00) from Account 105030-39192 - Parks Impact Fees to Account 105030-47390 – Improvements Other than Buildings should be and the same is hereby approved to appropriate funds for this amendment.

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:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	10/31/2022
Department	Parks and Recreation
Submitted by	Scott Mendenhall
Phone	(479) 271-3190

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance requesting City Council approval of a Waiver of Bid Request, in the amount of \$44,585.00, and a budget adjustment for \$15,585.00, to allow for the purchase of a 2022 Model Year Ram 1500 Classic Tradesman Crew Cab Truck. This vehicle is a new sanitation vehicle approved for in the 2022 Budget.					

Estimated Cost	\$44,585.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	
General Fund Reserves.	





Waiver of Bid Request

Date of City Council Meeting	11/8/2022
Department	Parks and Recreation Department
Submitted by	Scott Mendenhall
Phone	(479) 271-3190

Vendor	Superior Automotive Group
Total Cost	\$44,585.00
Description of Purchase <i>(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):</i>	
Waiver of Bid Request in the amount of \$44,585.00 for the purchase of a 2022 Ram 1500 Classic Tradesman Crew Cab 4x4. This is a new (non-replacement) vehicle approved in the 2022 Budget.	

Justification <i>(Enter justification in space below):</i>
Parks and Recreation initiated the 2022 vehicle purchase process in August 2021 through the Arkansas State Contract system. Of the multiple vehicles approved in the 2022 Budget, the Ram 1500 was the only model available on the State Contract. All other models were unsuccessfully bid three (3) times throughout the year and remain unavailable. The Ram 1500 was ordered in January 2022, and the order cancelled by the manufacturer in October 2022. The Ram 1500 will not be available through the Arkansas State Contract in 2023. A Ram 1500 was located in a local dealers inventory that matched the specification and is presently available. Subsequently, Parks is submitting a Waiver of Bid Request for the purchase.





Budget Adjustment Request

Date of City Council Meeting	11/8/2022
Department	Parks and Recreation
Submitted by	Scott Mendenhall
Phone	(479) 271-3190

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> 2022 Parks and Recreation new Ram 1500 budgeted vehicle for the amount of \$29,000 was ordered via Arkansas State Contract in January 2022, for the amount of \$31,134.00, and subsequently cancelled by the manufacturer in October, 2022. A vehicle matching the specification was located in a local dealer inventory. Subsequently, Parks is requesting a Budget Adjustment in the amount of \$15,585.00 to reflect the additional expense to purchase a 2022 Ram 1500 Classic Tradesman Crew Cab 4x4, that is presently available.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	47420	Vehicles		\$15,585.00
			Totals	\$ -
			Net Impact on Fund Balance	\$ (15,585.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				



Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Scott Mendenhall, Parks Maintenance Manager
Date: October 31, 2022
Re: City Council approval of Waiver of Bid Request in the amount of \$44,585 to Superior Automotive Group for the purchase of a 2022 Ram 1500, and approval of Budget Adjustment Request for the amount of \$15,585.00, to reflect the variance between the amounts budgeted for the vehicle and actual current vehicle purchase price.

Parks and Recreation staff is requesting City Council's approval of a Waiver of Bid Request in the amount of \$44,585.00, to Superior Automotive Group for the purchase of a 2022 Model Year Ram 1500 Classic Tradesman Crew Cab 4x4 truck. The vehicle is new and was approved in the 2022 Budget.

Additionally, Parks and Recreation is requesting approval of Budget Adjustment Request for the amount of \$15,585.00, to reflect the variance between the amounts budgeted for the vehicle and the actual vehicle purchase price.

Parks and Recreation initiated the 2022 vehicle purchase process in the last quarter of 2021. Of the multiple vehicles approved for purchase in the 2022 Budget, the Ram 1500 model was the only one offered on the Arkansas State Contract. Subsequently, the vehicle was ordered in January 2022, only to have the order cancelled by the manufacturer in October 2022. The Ram 1500 is not offered on the 2023 State Contract. A Ram 1500 was located in a local dealer's inventory that matched the specification, and presently remains available. Vehicle dealers concur that vehicle availability and related pricing may not ease for two years.

In our effort to provide adequate transportation to our staff, we are requesting approval of a waiver of Bid and Budget Adjustment Request for a Model Year 2022 Ram 1500 that is a close match to our specification and we were fortunate to locate.

If you have questions concerning this item, please email me at smendenhall@bentonvillear.com or call 479.217.3190.



2022 MODEL YEAR

RAM 1500 CLASSIC TRADESMAN CREW CAB 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$42,810

RAM 1500 TRADESMAN CREW CAB 4X4

Exterior Color: Bright White Clear-Coat Exterior Paint

Interior Color: Black / Diesel Gray Interior Colors

Interior: Heavy-Duty Vinyl 40/20/40 Split Bench Seat

Engine: 5.7L V8 HEMI® MDS VVT Engine

Transmission: 8-Speed Automatic 8HP70 Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Air Bags
Supplemental Front Seat-Mounted Side Air Bags
Supplemental Side-Curtain Front and Rear Air Bags
Supplemental Side Air Bags
Parkview® Rear Back-Up Camera
Trailer-Tow with 4-Pin Connector Wiring
Class III Bumper Hitch
7-Pin Wiring Harness
Locking Tailgate

Anti-Lock 4-Wheel Disc Brakes

Electronic Stability Control

Speed Control

Sentry Key® Theft Deterrent System

Tire Pressure Monitoring Display

INTERIOR FEATURES

Ram Clean Air System

Uconnect® 3 with 5-Inch Touch Screen Display

6 Speakers

Integrated Voice Command

Media Hub with USB and Auxiliary Port

Power Front Windows with 1-Touch Up / Down

Tilt Steering Column

Vehicle Information Center

Front Armrest with 3 Cupholders

40/20/40 Split Bench Seat

Rear Folding Seat

Rear Under-Seat Storage Compartment

Black Vinyl Floor Covering

EXTERIOR FEATURES

17-Inch x 7.0-Inch Steel Wheels

P265/70R17 BSW All-Season Tires

Halogen Quad Headlamps

Automatic Headlamps

Black Front Bumper

Black Rear Bumper

Black Grille

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 27B

Protection Group \$395

Tow Hooks

Front Suspension Skid-Plate

Full-Size Spare Tire

Transfer Case Skid-Plate Shield

Chrome Appearance Group \$695

17-Inch x 7.0-Inch Aluminum Wheels

Bright Rear Bumper

Bright Front Bumper

Bright Grille

Trailer-Tow Group \$560

Class IV Receiver-Hitch

Power Black Trailer-Tow Mirrors

Exterior Mirrors Courtesy Lamps

Trailer Brake Controller

Remote Keyless-Entry with AllSecure® \$190

Front Fog Lamps \$140

Destination Charge \$1,795

TOTAL PRICE: * \$46,585

WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.

3-year or 36,000-mile Basic Limited Warranty.

Ask Dealer for a copy of the limited warranties or

see your owner's manual for details.

5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY

\$44,585.00

Assembly Plant/Port of Entry: WARREN, MICHIGAN, U.S.A.

VIN: 1C6-RR7ST1NS-210302

LA-VON 9096

0603-0

S.L. SHIP TO: SOLD TO:



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

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FCA US LLC



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Gasoline Vehicle

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models.



17 MPG
combined city/hwy
15 city
21 highway
5.9 gallons per 100 miles

Standard pickups range from 12 to 70 MPG.
The best vehicle rates 142 MPG.

You spend
\$5,500
in fuel costs
over 5 years
compared to the
average new vehicle.

Annual fuel cost
\$2,400

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)



This vehicle emits 526 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and cost \$6,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.70 per gallon. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

★★★★★

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash

Driver Passenger

★★★★★
★★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash

Front seat Rear seat

★★★★★
★★★★★

Based on the risk of injury in a side impact.

Rollover

★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 54%

MAJOR SOURCES OF FOREIGN PARTS CONTENT:

MEXICO : 40%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:

FINAL ASSEMBLY POINT:
WARREN, MICHIGAN, U.S.A.

COUNTRY OF ORIGIN:

ENGINE: MEXICO

TRANSMISSION: GERMANY

Snow Plow Prep Disclaimer

This vehicle not factory equipped for Snow Plow installation - See dealer for details.



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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTO GROUP FOR THE PURCHASE OF ONE (1) 2022 RAM 1500 TRUCK FOR THE CITY OF BENTONVILLE PARKS DEPARTMENT IN THE AMOUNT OF FORTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$44,585.00); WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AMENDING THE 2022 BUDGET TO APPROPRIATE FUNDS FOR A PORTION OF THIS PURCHASE AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Parks Department is in need of one (1) 2022 Ram 1500 Classic Tradesman Crew Cab 4x4 truck for parks operations;

WHEREAS, due to ongoing supply chain issues in the vehicle industry, soliciting bids is not feasible;

WHEREAS, a budget adjustment in the amount of fifteen thousand five hundred eighty-five dollars (\$15,585.00) is necessary in order to fund a portion of this purchase.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Superior Auto Group for the purchase of one (1) 2022 Ram 1500 Classic Tradesman Crew Cab 4x4 truck for parks operations in the amount of forty-four thousand five hundred eighty five dollars (\$44,585.00);

Section 2: Because of supply shortages an exceptional circumstance exists, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived.

Section 3: That the 2022 Budget is hereby amended to appropriate funds for this purpose to Account 105030-47420 – Vehicles.

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.

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

MAYOR

CITY CLERK